



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. Employee Service Awards
 - B. Employee Appreciation Week Proclamation
 - C. National Preparedness Month Proclamation
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. Financial Report for July 2013
 - B. Orchard Lakes Development Agreement
 - C. Tanglewood Creek Trail Construction Contracts
 - D. Countryside Park Playground Renovation Contract
 - E. Radio System Capital Improvement Project Purchase of Portable and Mobile Radios and Related Equipment
 - F. Second Reading of Councillor's Bill No. 28 re Housekeeping Amendments to WMC Titles IX and X
 - G. Second Reading of Councillor's Bill No. 29 re 2013 Community Development Block Grant Fund Appropriation
 - H. Second Reading of Councillor's Bill No. 30 re 2012 Assistance to Firefighters Grant Supplemental Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Councillor's Bill No. 31 re Amend WMC Section 9-8-3 Infrastructure Fee
 - B. Councillor's Bill No. 32 re Amend WMC Title XV, Chapter 1 Purchasing Procedures
 - C. Councillor's Bill No. 33 re 2013 2nd Quarter Budget Supplemental Appropriation
 - D. Councillor's Bill No. 34 re Bushnell Open Space Acquisition Grant Supplemental Appropriation
 - E. Councillor's Bill No. 35 re Big Dry Creek Buffer Open Space Acquisition Grant Supplemental Appropriation
 - F. Agreement with CDOT re US 36 Managed Lanes Project Land Exchange and Expenditure for Upgrades
 - G. Councillor's Bill No. 36 re Appropriating Money Received from CDOT re US 36 Managed Lanes Project
 - H. Councillor's Bill No. 37 re Appropriating Money Received from CDOT re 112th Avenue Traffic Signal
 - I. 112th Avenue and Front Range Community College Traffic Signal Construction Contract
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
 - A. City Council
13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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



WESTMINSTER
Strategic Plan
2012-2017
Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

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



FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

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



SAFE AND SECURE COMMUNITY

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



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

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



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

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



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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, AUGUST 12, 2013, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Lindsey, to approve the minutes of the regular meeting of July 22, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall publicly acknowledged and thanked City staff and volunteers who had contributed to the Westminster Faire's resounding success on Saturday, August 10. A considerable amount of behind-the-scenes effort had gone into each activity and many, many participants enjoyed the rewards of those efforts. A number of new activities, including a free bucket of range balls at Legacy Ridge Golf Course to an evening concert at Christopher Fields, had been incorporated into the day to make it a full day of community fun and entertainment. Although the concert was rain delayed, an estimated 200 hearty souls had persevered to enjoy the music that closed the day's activities.

Following this meeting, the Westminster Economic Development Authority and the Westminster Housing Authority Boards of Directors would meet.

COUNCIL REPORTS

Councillors Major and Lindsey echoed Mr. McFall's comments regarding the Westminster Faire. The Holy COW Stampede had over 300 participants who started the day's activities with exercise. Councillor Major thanked sponsors from throughout the community that had donated food and drink to runners and walkers. The weather was great and only positive comments were heard from everyone that participated. Councillor Lindsey reported that staff and volunteers had been attentive to the needs of vendors at set up and tear down of their booths. Everything was very well managed, making it look easy to the public and feel easy for the vendors.

Councillor Lindsey reported that the past week had been full of National Night Out activities in neighborhoods throughout the community. The week-long activities were kicked off at the Westin where Target had presented a check to the City for the Jessica Ridgeway Memorial Park.

CITIZEN COMMUNICATION

Jane Banzin, 5630 West 102nd Place, asked City Council to formally support an effort in Jefferson County to increase the number of County Commissioners from three to five. Jefferson County was vast in territory and the home of 500,000 citizens. Representation of the citizenry would greatly improve if the county were divided into five districts and one representative from each district were elected to membership on the Board of County Commissioners.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the \$450,000 purchase, plus closing costs not to exceed \$5,000, of the near 2.83-acre Bushnell property located at 12620 Zuni

Street for open space and authorize the City Manager to execute all documents required to close on the purchase of the property; authorize the \$460,000 purchase, including earnest money in the amount of \$5,000 plus closing costs not to exceed \$5,000, of the approximately 1.53-acre 75th and Sheridan Holdings property located at 7490 Sheridan Boulevard for open space and authorize the City Manager to execute all documents required to close on the purchase of the property; authorize Change Orders with Asphalt Specialties Inc. in the amount of \$355,366, Keene Concrete Inc. in the amount of \$30,000, and RoadSafe Traffic Systems Inc. in the amount of \$14,634 for additional 2013 roadway improvements; based on the City Manager's recommendation, determine that the public interest would best be served by authorizing the City Manager to execute a contract with Concrete Stabilization Technologies, Inc. in an amount not to exceed \$100,000 to stabilize the subgrade under city roadways utilizing a patented URETEK Deep Injection (UDI) process; authorize the City Manager to execute a contract with J&T Consulting, Inc. in the amount of \$214,130 to provide engineering services for the Semper Water Treatment Facility 2013 Repairs Project and authorize a 10% contingency in the amount of \$21,413 for a total project cost of \$235,543; final passage on second reading of Councillor's Bill No. 25 authorizing the execution of two lease agreements, in substantially the same form as the agreements attached, for the Bonnie Stewart property located at 8370 and 8390 West 108th Avenue, Westminster, CO 80021; final passage on second reading of Councillor's Bill No. 26 authorizing a supplemental appropriation in the amount of \$517,592, reflecting the City's receipt of an Adams County Open Space Grant for \$434,000 for construction of Tanglewood Creek Trail and the transfer of \$83,592 from the Adams County School District 12 School Land Dedication Fee account to be used for Tanglewood Creek Trail construction; and final passage on second reading of Councillor's Bill No. 27, appropriating FY2012 carryover funds into the FY2013 budgets of the General, General Reserve, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds.

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

COUNCILLOR'S BILL NO. 28 ADOPTING HOUSEKEEPING AMENDMENTS TO TITLES IX AND X

Councillor Lindsey moved to pass on first reading Councillor's Bill No. 28 adopting housekeeping amendments to sections within Chapters 1 and 6, Title IX, Public Ways and Property, and sections of Chapter 2, Title X, Traffic, of the Westminster Municipal Code. Councillor Kaiser seconded the motion. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 29 APPROPRIATING 2013 COMMUNITY DEVELOPMENT BLOCK GRANT

Upon a motion by Councillor Major, seconded by Councillor Lindsey, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 29 appropriating funds received from the United States Department of Housing and Urban Development, Community Development Block Grant program, in the amount of \$591,925.

COUNCILLOR'S BILL NO. 30 – 2012 ASSISTANCE TO FIREFIGHTERS GRANT APPROPRIATION

It was moved by Mayor Pro Tem Winter and seconded by Councillor Major to pass on first reading Councillor's Bill No. 30 appropriating funds from the 2012 Assistance to Firefighters Grant to the General Capital Improvement Fund, Citywide Radio System Project in the amount of \$144,604. At roll call, the motion passed unanimously.

ADJOURNMENT

With no further business to come before the City Council, it was moved by Councillor Atchison, seconded by Councillor Major, to adjourn. The motion passed and the meeting adjourned at 7:09 p.m.

ATTEST:

Mayor Pro Tem

City Clerk



Agenda Item 6 A

Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Presentation of Employee Service Awards

Prepared By: Debbie Mitchell, General Services Director
Dee Martin, Workforce Planning & Compensation Manager

Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20 or more years of service with the City and in five year increments thereafter.

Summary Statement

- 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 the fifth grouping of 2013, employees with 20, 25, and 35 years of service will be celebrated tonight.
 - Presentation of 20-year certificates and pins – Councillor Kaiser
 - Presentation of 25-year certificates, pins, and checks – Mayor Pro Tem Winter
 - Presentation of 35-year certificate and pin – Councillor Lindsey

Expenditure Required: \$5,000

Source of Funds: General Fund – Police Department

Policy Issue

None identified

Alternative

None identified

Background Information

The following 20-year employees will be presented with certificates and service pins:

Eileen Birk	Legal Secretary	City Attorney Office
Boni Leuenberger	CDBG Technician	Community Development
Joy Tallarico	Code Enforcement Supervisor	Police Department
Walt Weinmeister	Carpenter	General Services

The following 25-year employees will be presented with checks, certificates, and service pins:

Bernard VonFeldt	Senior Police Officer	Police Department
Robert B Wood	Senior Police Officer	Police Department

The following 35-year employee will be presented with a certificate and service pin:

Marsha Johnson	Sales Tax Technician	Finance Department
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On August 28, 2013, the City Manager will host an employee awards luncheon. During this time, five (5) employees will receive their 15-year service pin, two (2) employees will receive their 10-year service pin, and ten (10) employees will receive their 5-year service pin. Recognition will also be given to those celebrating their 20th, 25th, and 35th anniversaries. This is the fifth luncheon in 2013 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the fifth luncheon is 310 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.

The recognition of employee’s years of service addresses all five of Council’s Strategic Plan goals as part of the overall recognition program developed to encourage and recognize employee commitment to the organization. Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource – employees.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 6 B

Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Proclamation re Employee Appreciation Week

Prepared By: Lisa Chrisman, Employee Development & Benefits Manager

Recommended City Council Action

Mayor Pro Tem Winter to proclaim September 2 through September 5, 2013, as City of Westminster Employee Appreciation Week in recognition of the contributions of City employees to the overall success of the City organization and the quality of life of Westminster citizens.

Summary Statement

- The Mayor and City Council are being requested to proclaim September 2 through September 5, 2013, as City Employee Appreciation Week.
- For many years, the City of Westminster and its citizens have benefited from the hard work and commitment of City employees.
- The purpose of the proposed proclamation is to recognize 955 full and part-time benefited employees, and the more than 603 seasonal and non-benefited employees who comprise the City of Westminster's workforce.
- On September 5, the annual employee barbeque will be held at Westfield Village Park. This catered barbeque lunch is a popular event and allows our employees to relax in the sun and enjoy the company of their co-workers.
- Members of the City's Employee Advisory Committee and the Employee Recognition Action Team, who represent employees from all City departments, have been invited to attend Monday evening's meeting to accept the proclamation on behalf of all City employees.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The ability of the City of Westminster organization to provide quality municipal services is in no small part due to the commitment, dedication, talent, expertise and knowledge of the City's employee workforce. Currently there are 955 full-time and part-time regular employees working in Information Technology, Police, Fire, Public Works and Utilities, Finance, General Services, Parks, Recreation and Libraries and Community Development Departments, and the City Attorney's and City Manager's Offices. Overall, there are roughly 1,558 active employees, including seasonal and non-benefited employees. Due to the efforts of these individuals, Westminster is in the forefront of providing high quality facilities and services to its residents. Very positive citizen feedback in biennial surveys and the many national and regional awards the City has received attest to the caliber of the City's workforce.

The attached Proclamation summarizes the contributions of City employees and recognizes their efforts by proclaiming September 2 through September 5, 2013, as City of Westminster Employee Appreciation Week.

One of the highlights of the week will be the Employee Barbecue lunch at Westfield Village Park. Employees enjoy a catered lunch and are able to relax and enjoy the company of co-workers. Even though the food and friendship is a highlight, an added benefit is the relaxed dress code and option of wearing jeans for all non-uniformed personnel!

The Employee Recognition Action Team has created an electronic thank you note that will be available to send to City employees during the week. This special thank you note helps employees remember to thank their coworkers for their teamwork and inspiration throughout the year. ERAT has planned other activities and events throughout Employee Appreciation Week.

Several of the members of the City's Employee Advisory Committee and the Employee Recognition Action Team will be present Monday evening to accept this proclamation from the City Council on behalf of all City employees.

Employee appreciation efforts are an integral part of the organization's ability to provide a quality work environment with effective employers prepared to deliver quality service to citizens, meeting all five of the City Council's Strategic Plan Goals.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Proclamation

WHEREAS, Westminster citizens have given the City very high service ratings in each of the past citizen surveys attesting to the high quality of services provided by Westminster employees; and

WHEREAS, Westminster employees are in large part responsible for the City's national and regional reputation for quality, progressive municipal government; and

WHEREAS, the 955 full-time and part-time benefited employees and over 603 seasonal and non-benefited employees have contributed significantly to the quality of life of Westminster citizens; and

WHEREAS, these employees who are employed in the City Attorney's Office, City Manager's Office, Community Development, Finance, Fire, General Services, Information Technology, Parks, Recreation, and Libraries, Police, and Public Works and Utilities Departments, comprise a workforce that is unquestionably one of the City's most valuable resources; and

WHEREAS, on September 5, 2013, the Employee barbeque lunch will be held at Westfield Village Park in an effort to recognize all City employees and to enjoy the company and friendship of co-workers; and

WHEREAS, the week of September 2, 2013, will include several other activities designed to express appreciation to City Employees.

NOW, THEREFORE, I, Faith Winter, Mayor Pro Tem of the City of Westminster, Colorado, on behalf of the entire City Council do hereby proclaim September 2 through September 5, 2013, as

**CITY OF WESTMINSTER
EMPLOYEE APPRECIATION WEEK**

Signed this 26th of August, 2013.

Faith Winter, Mayor Pro Tem



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Proclamation re National Preparedness Month

Prepared By: Mike Reddy, Emergency Management Coordinator

Recommended City Council Action

Councillor Briggs to present the proclamation designating September as National Preparedness Month.

Summary Statement

- Annually, the President of the United States proclaims the month of September as National Preparedness Month. This designation always occurs in September in recognition of the terrorism incidents that occurred on September 11, 2001.
- During September and throughout the year, the City of Westminster promotes the Ready Colorado state program and the Ready.gov federal initiatives as a coordinated effort to encourage citizens to be better prepared for disasters and emergencies. The Westminster Fire Department promotes the campaign with emphasis on the City's website, and providing presentations at community events.
- Fire Department staff will be present to accept the Proclamation on behalf of the Fire Department.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does City Council wish to designate the month of September as National Preparedness Month?

Alternative

City Council could decide not to proclaim September 2013 as National Preparedness Month in Westminster nor use the national theme as proposed. Staff does not recommend this as designating the entire month as National Preparedness Month allows for greater emphasis on the importance of preparedness and planning. Additionally, tying into the national theme provides greater visibility and continuity in educating the public.

Background Information

National Preparedness Month was established to commemorate the tragic events of September 11, 2001 (9/11) that resulted in almost 3,000 immediate deaths with thousands more injured. In 2004, President George W. Bush issued the first National Preparedness Month proclamation, and since 2004, National Preparedness Month has been observed in September.

During National Preparedness Month the City of Westminster will promote preparedness by encouraging citizens and business to follow the recommendations of the Ready.gov programs by:

- Being informed about what to do before, during and after an emergency
- Making a plan to protect yourself and your family
- Building a kit for disaster to be prepared at home, at work and in our vehicles
- Getting involved in preparing our community by volunteering with community organizations that assist in disasters

The City of Westminster wants to encourage citizens and businesses to take steps now to be prepared for disasters and emergencies. The best way to start is to ask ourselves the questions: Is my family, business, school and community prepared for the types of emergencies and disasters that could strike Westminster?

This proclamation and the public education efforts by the City of Westminster Fire Department support the City of Westminster strategic plan under the guiding principle of a Safe and Secure Community. The means to achieve this principle is having citizens perceive that they are safe and taking personal responsibility for community safety.

Respectfully submitted,

J. Brent McFall,
City Manager

Attachment - Proclamation

WHEREAS, National Preparedness Month is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses, and schools; and,

WHEREAS, this national effort aims to increase public awareness concerning the importance of preparing for emergencies and to persuade individuals to take action; and,

WHEREAS, during the month of September, the City of Westminster will urge residents to take measures to make themselves and their families better prepared for emergencies; and,

WHEREAS, being prepared includes creating an emergency supply kit containing items that will allow you and your family to survive for at least three days in the event of an emergency, developing a plan that addresses sheltering in place or evacuating the area, staying informed about different threats that could affect your community, and getting involved by training in first aid and emergency response; and,

WHEREAS, throughout the year, the City promotes emergency preparedness by maintaining a City of Westminster Emergency Plan and Management System, providing ongoing preparedness training and exercises for City Staff, providing public education to the community and maintaining emergency management information on the City's web site.

NOW, THEREFORE, I, Faith Winter, Mayor Pro Tem of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the month of September as

NATIONAL PREPAREDNESS MONTH

in the City of Westminster, and urge all citizens to heed the important safety messages of National Preparedness Month 2013 and to support the many public safety activities and efforts of the City of Westminster, the State of Colorado and the federal government.

Signed this 26th day of August, 2013.

Faith Winter, Mayor Pro Tem



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Financial Report for July 2013

Prepared By: Tammy Hitchens, Finance Director

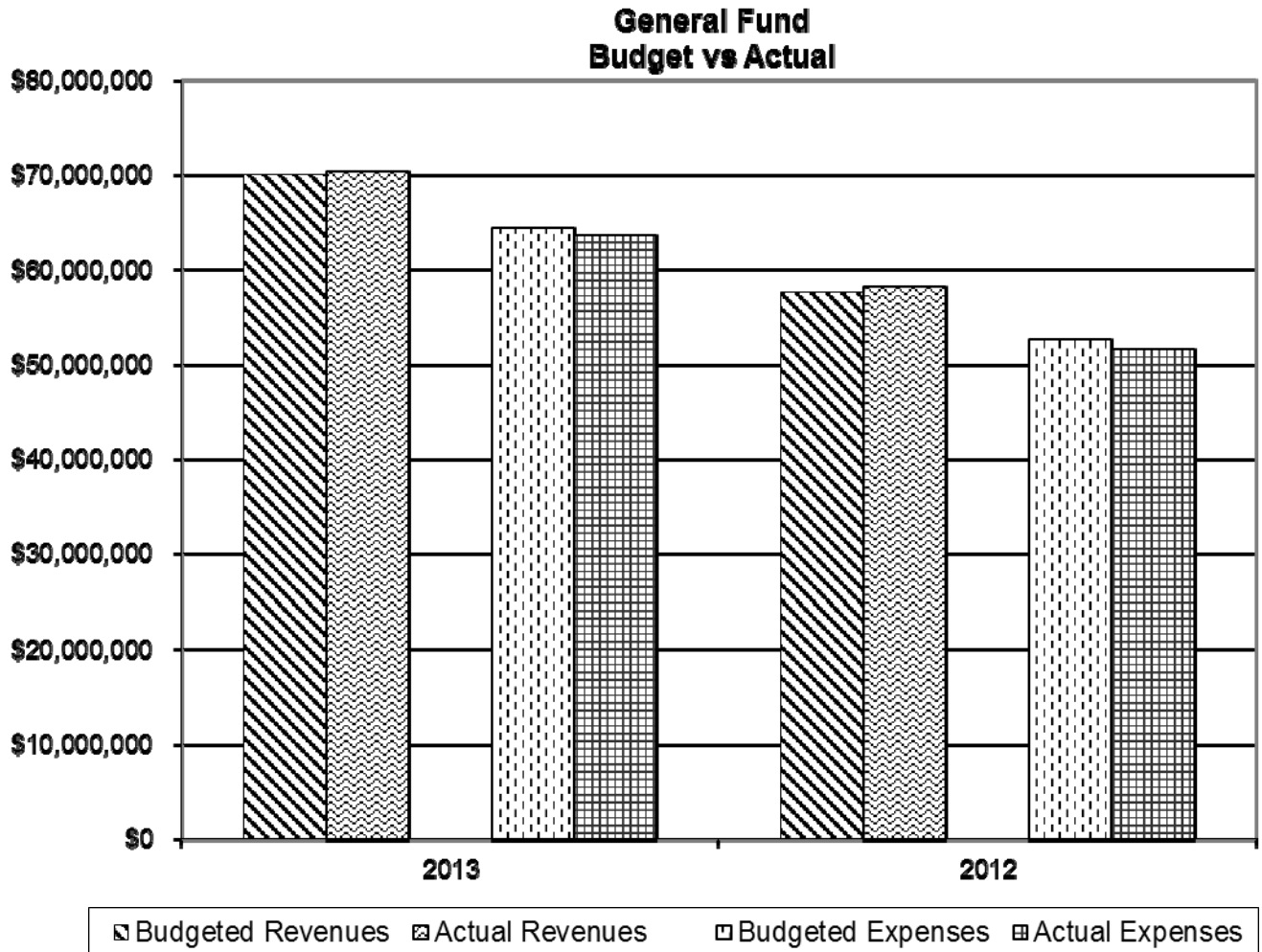
Recommended City Council Action

Accept the Financial Report for July as presented.

Summary Statement

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

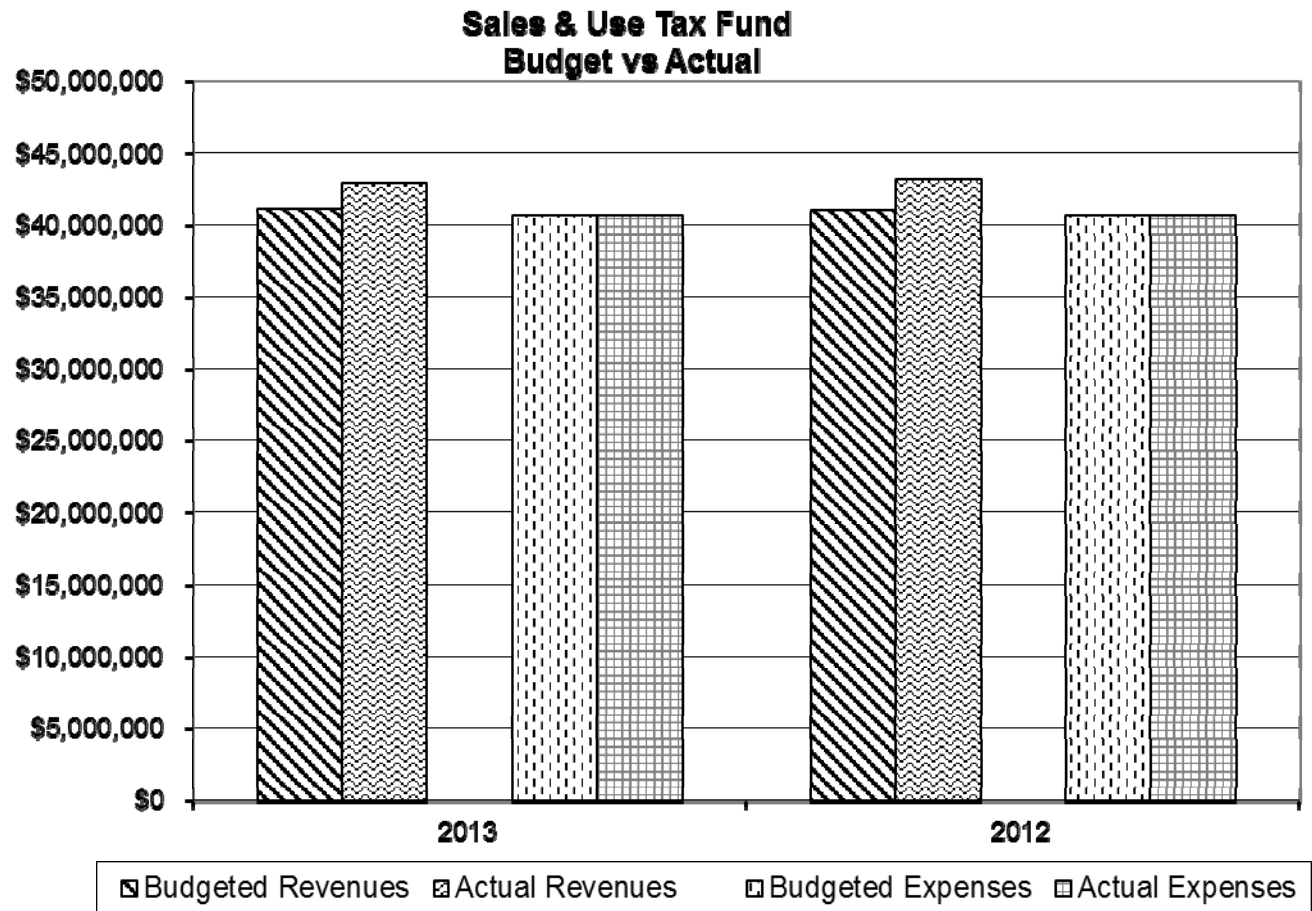
The General Fund revenues exceed expenditures by \$6,627,257. The following graph represents Budget vs. Actual for 2012-2013.



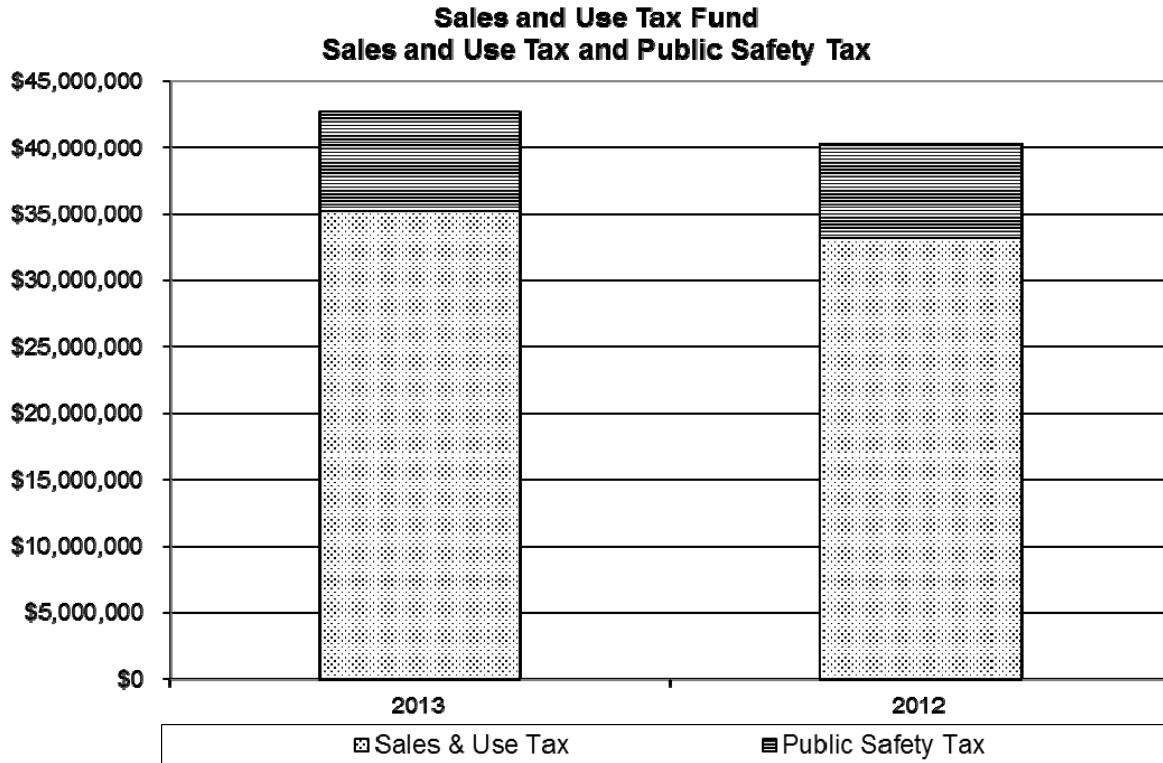
The revenue and expense variance between years reflects the refinancing of the 2005 Certificates of Participation.

The Sales and Use Tax Fund revenues exceed expenditures by \$2,309,683. On a year-to-date cash basis, total sales and use tax is up 6.0% from 2012. Key components are listed below:

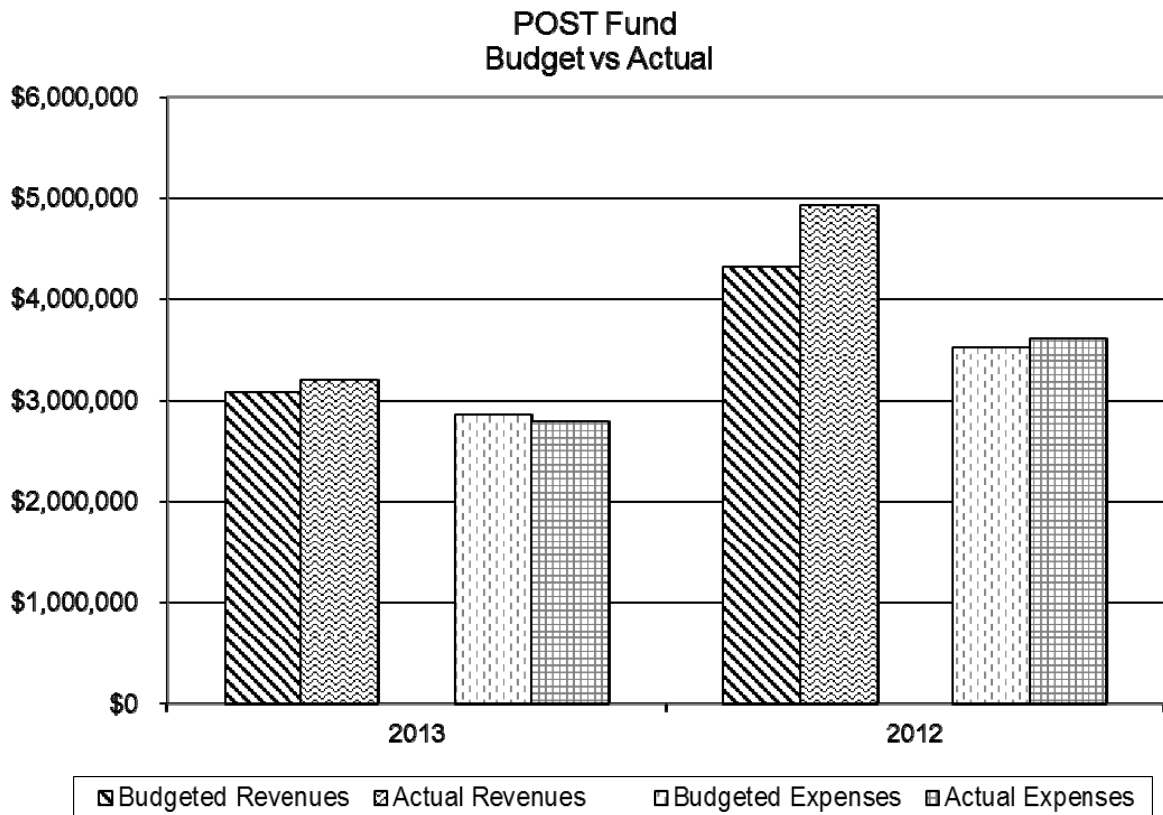
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 1.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 59.7% of all collections, are even for the month when compared to 2012.
- Urban renewal areas make up 41.0% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 85.6% of this money is being retained for General Fund use.



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

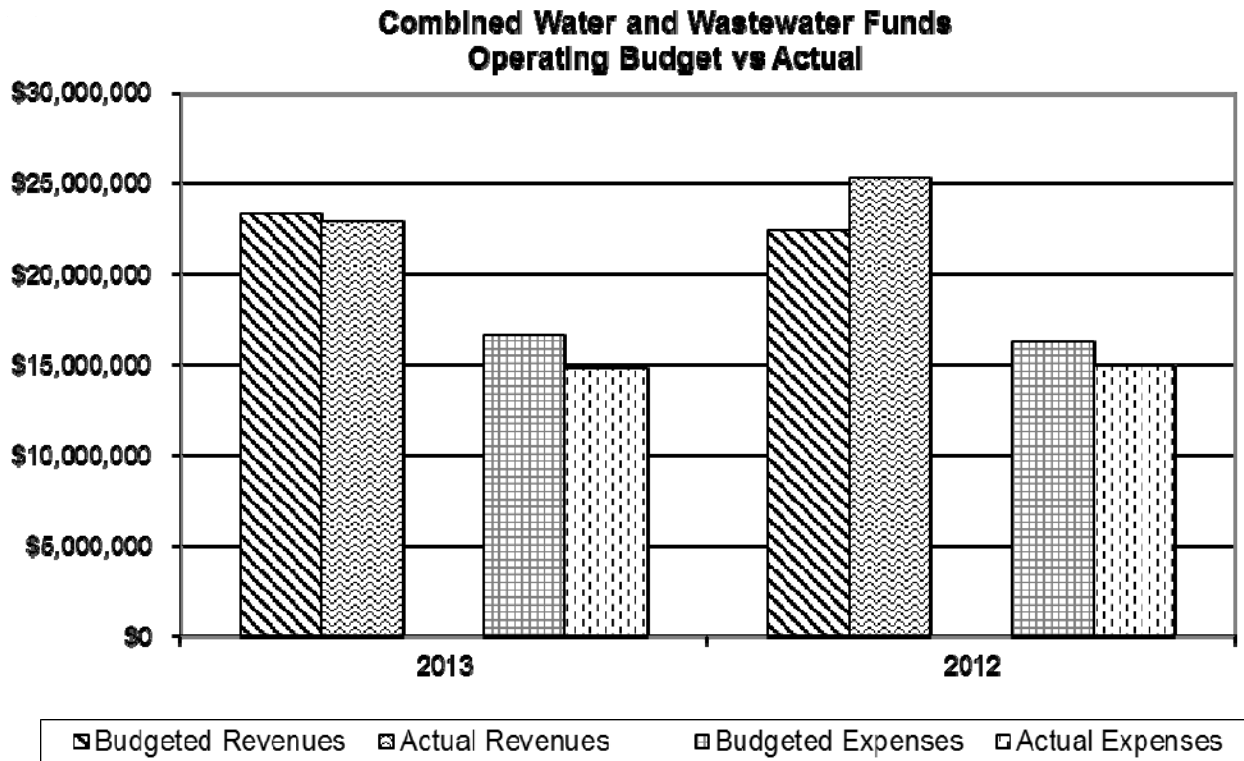


The Parks Open Space and Trails Fund revenues exceed expenditures by \$405,642.

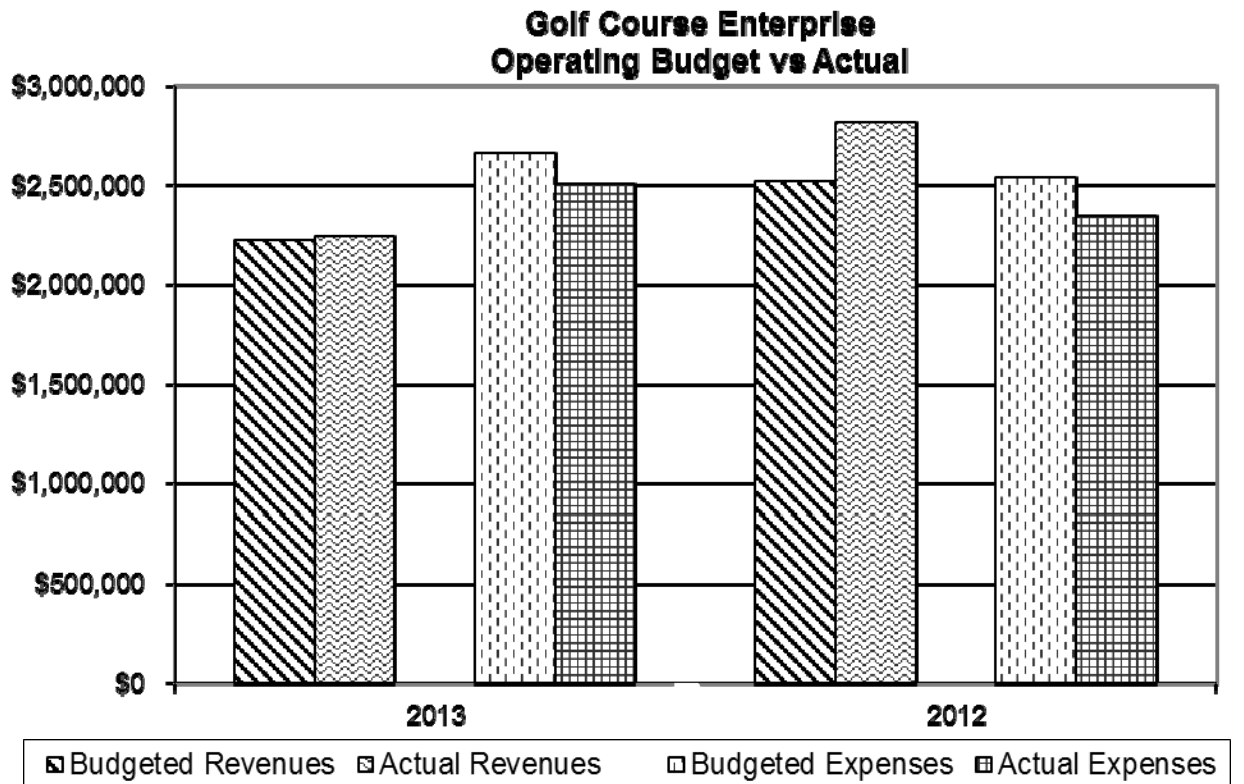


2012 revenue reflects \$1.4 million in carryover funding. 2012 expenditures exceed 2013 due to land purchases and transfers.

The combined Water & Wastewater Fund revenues exceed expenditures by \$8,804,431. Operating revenues exceed operating expenditures by \$8,102,224. \$14,977,000 is budgeted for capital projects and reserves.



The combined Golf Course Fund revenues exceed expenditures by \$217,738.



2012 reflects carryover revenue of \$0.38 million. The snowy spring decreased the number of rounds played in 2013. 2013 expenditures exceed those of 2012 due to the purchase of new golf carts and utility vehicles at both courses.

Policy Issue

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

Alternative

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

Background Information

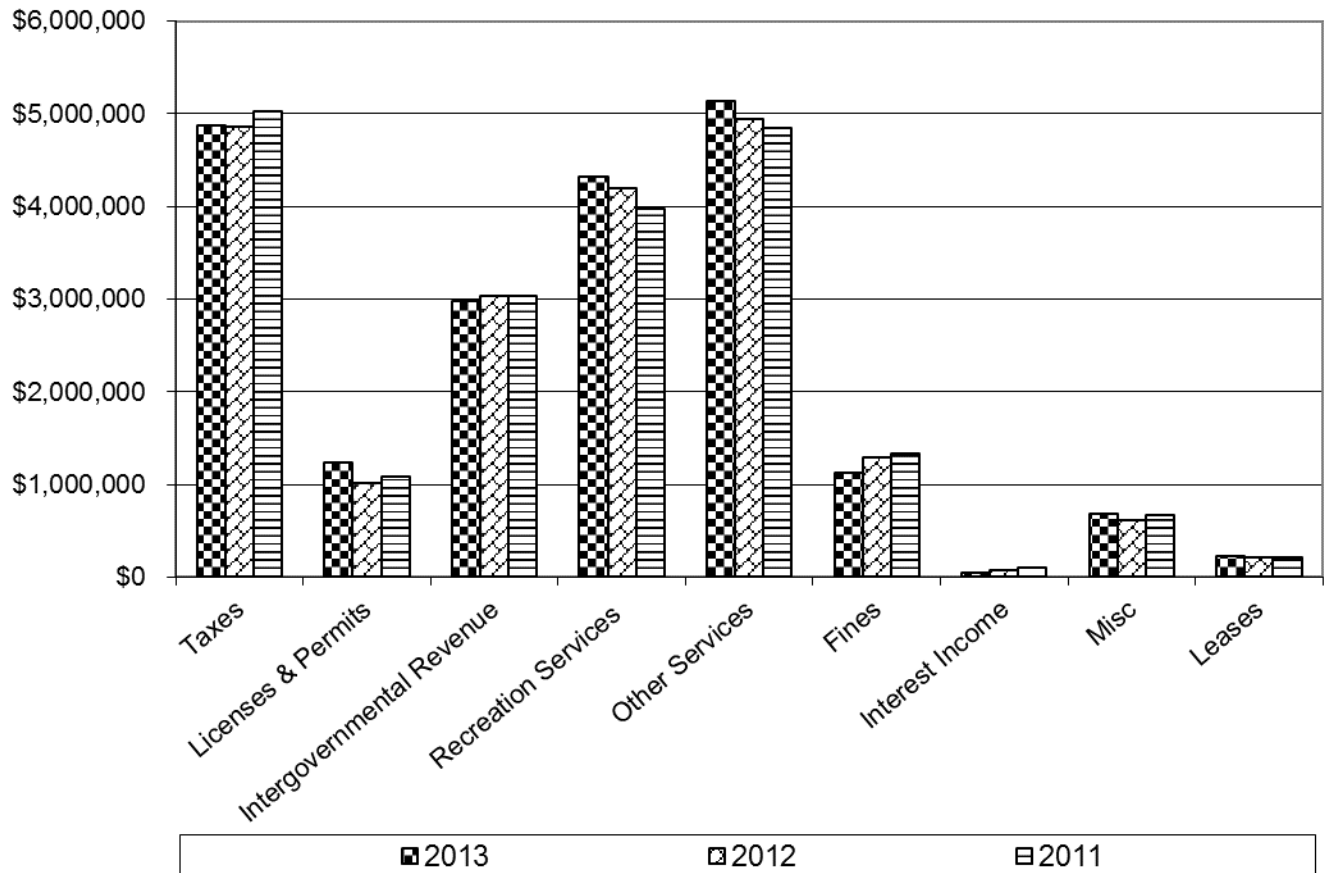
This section includes a discussion of highlights of each fund presented.

General Fund

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

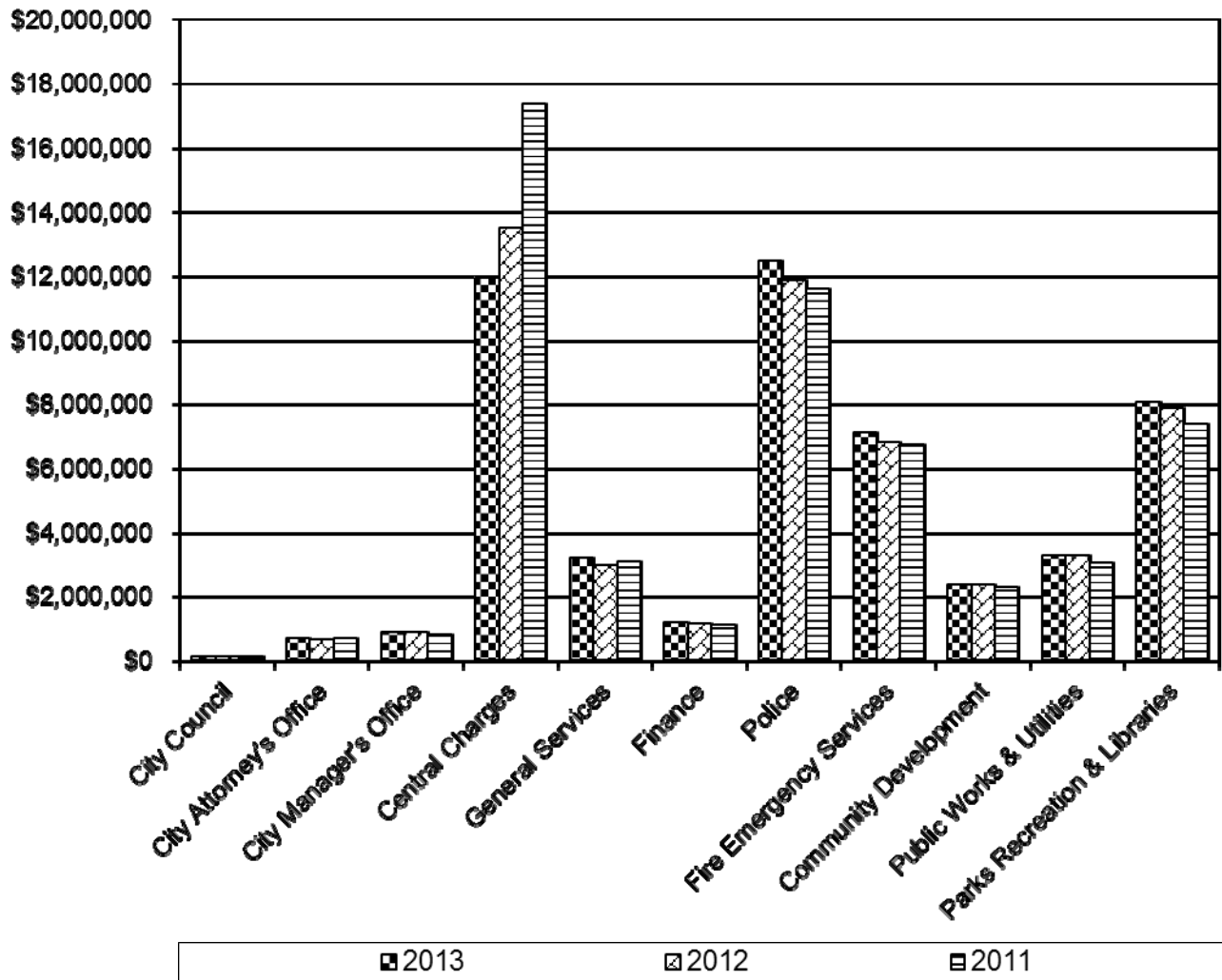
The following chart represents the trend in actual revenues from 2011-2013 year-to-date.

**General Fund Revenues without Transfers, Carryover, and Other Financing Sources
2011-2013**



The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2011-2013.

**General Fund Expenditures by Function, less Other Financing Uses
2011-2013**

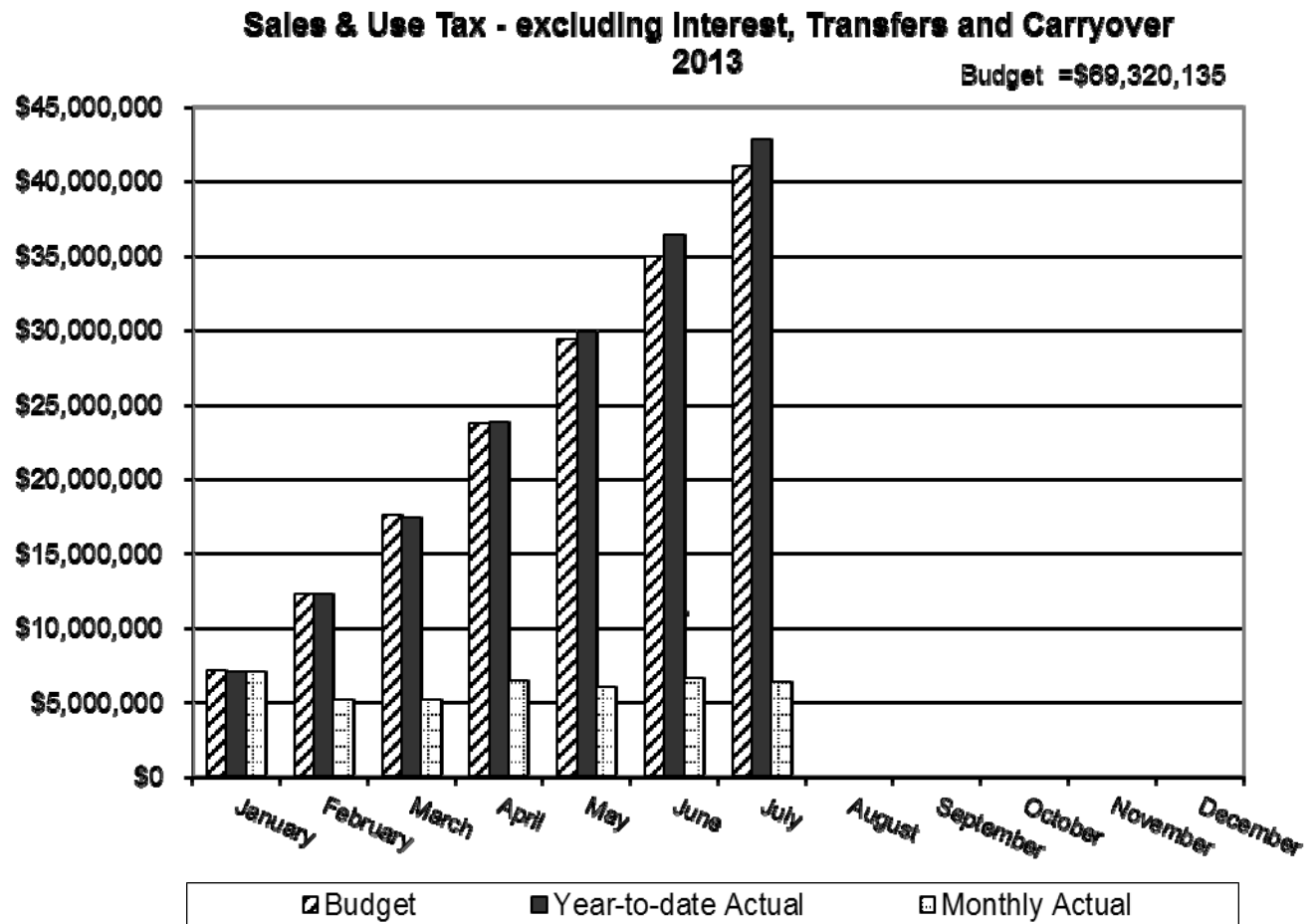


Central Charges expenditures is higher in 2011 primarily due to a transfer to WEDA of \$5.1 million.

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

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

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

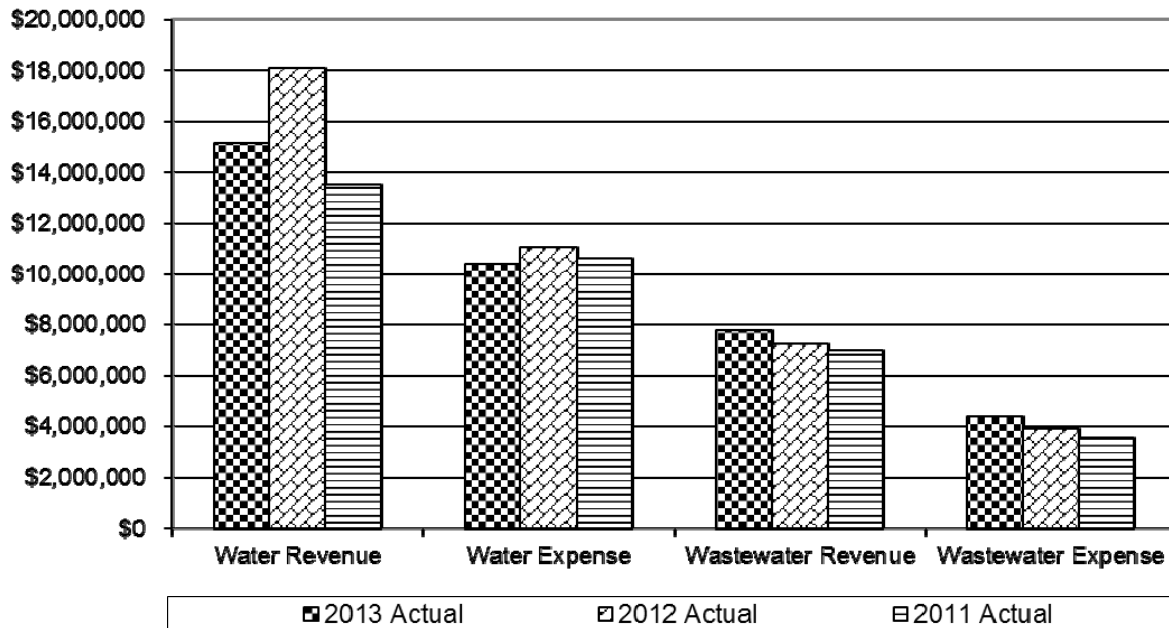


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

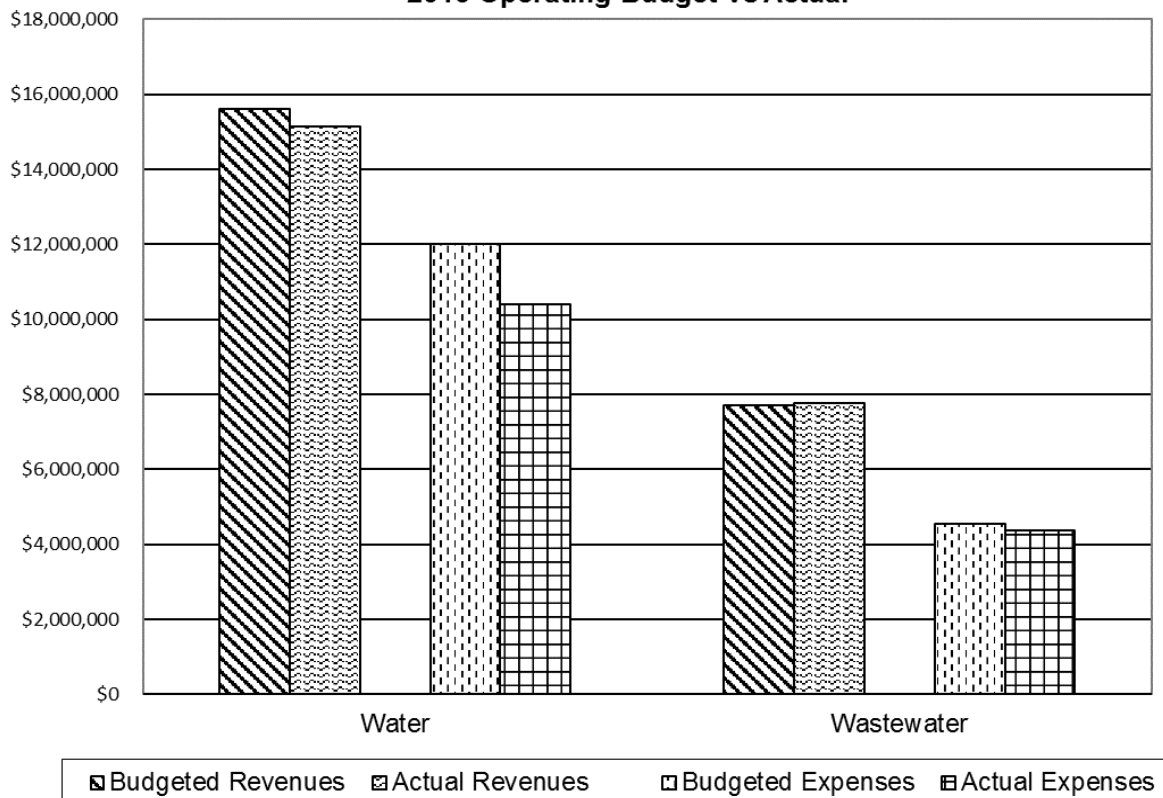
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenue and Expenses 2011-2013**



The Water Fund revenue variance is due to the effect of climatic variations on water consumption as well as changes in billing rates. 2013 Wastewater revenues are also up due to changes in billing rates. 2013 Wastewater expenses exceed prior years due to capital purchases for field operations.

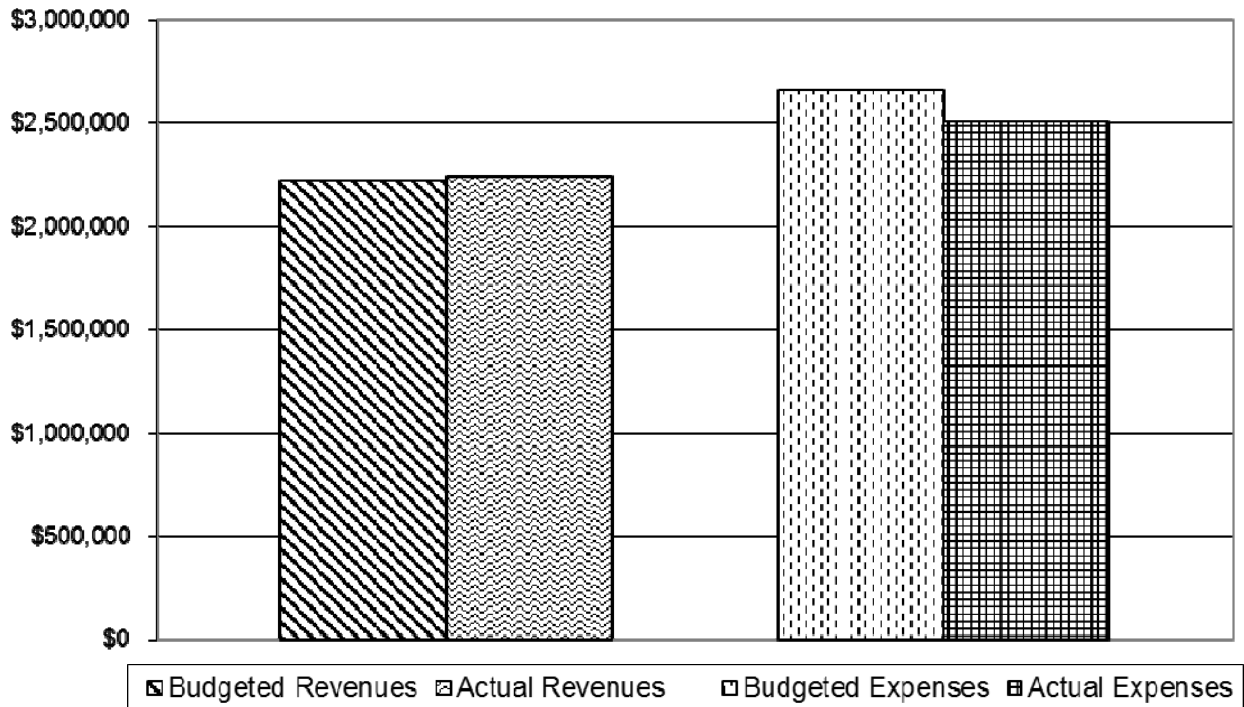
**Water and Wastewater Funds
2013 Operating Budget vs Actual**



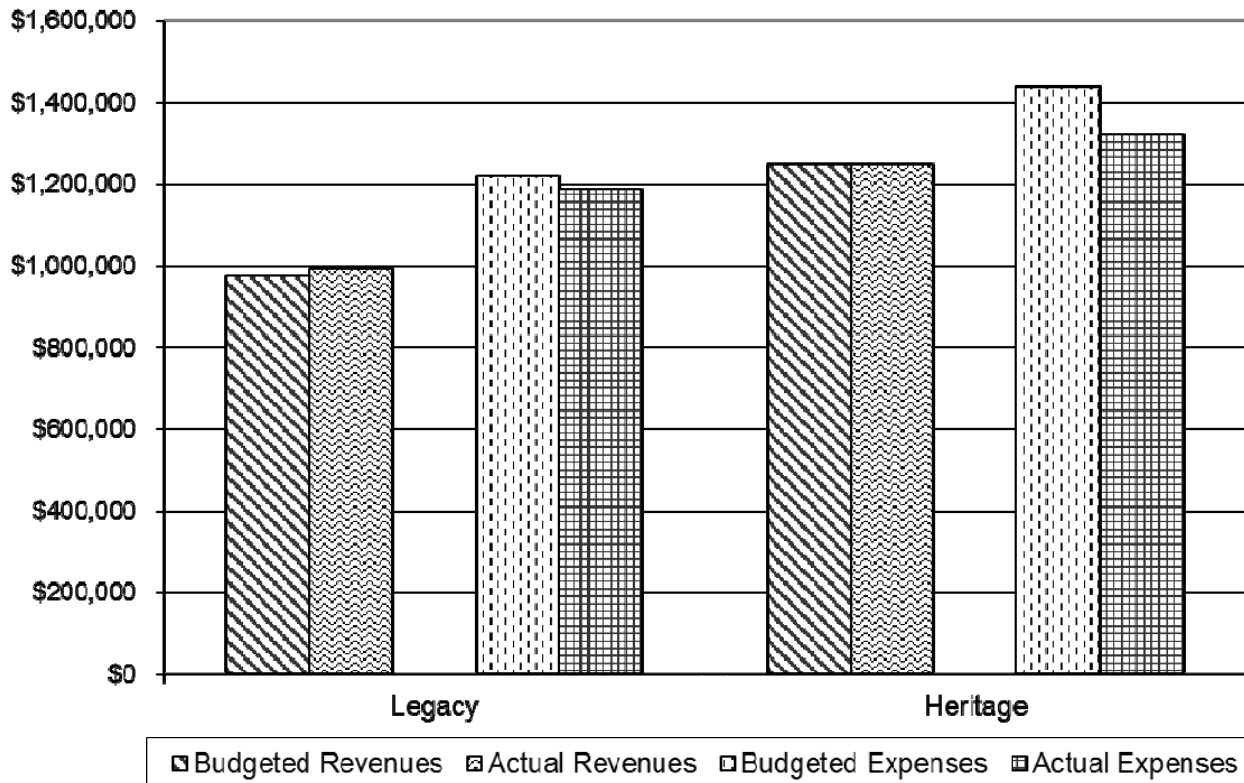
Golf Course Enterprise (Legacy and Heritage Golf Courses)

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

**Combined Golf Courses
2013 Operating Budget vs Actual**

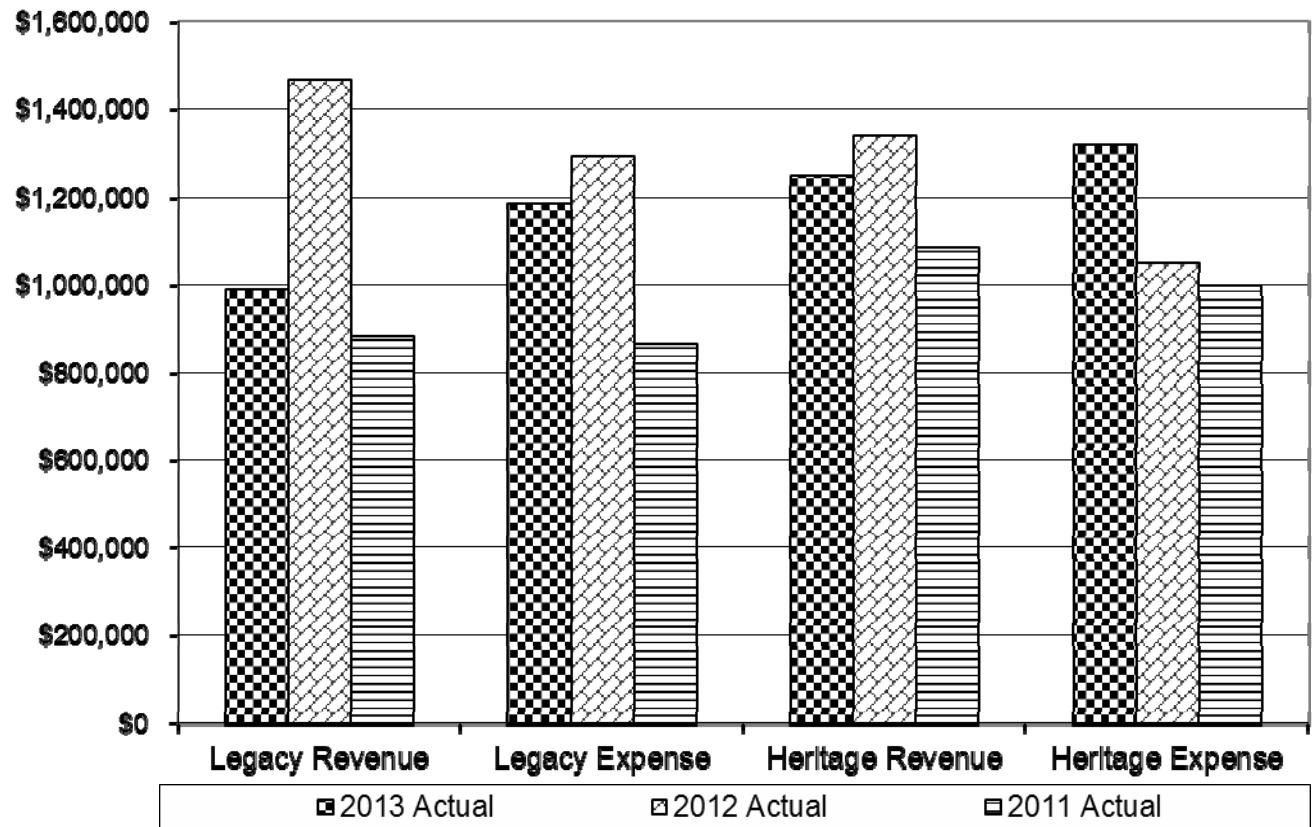


**Legacy and Heritage Golf Courses
2013 Operating Budget vs Actual**



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

Legacy and Heritage Golf Courses Operating Revenue and Expenses 2011-2013



The 2012 revenue variance at both courses is due primarily to charges for services including driving range, green fees and carryover. Transfer revenue decreased in 2011 as a result of savings from refunding of the Heritage at Westmoor revenue bonds.

The 2013 expenditure variance for both courses is due primarily to the purchase of golf carts and utility equipment.

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

Respectfully submitted,

J. Brent McFall
City Manager

- Attachments
- Financial Statements
 - Shopping Center Report

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	%
General Fund						Budget
Revenues						
Taxes	5,729,500	5,149,643		4,874,707	(274,936)	94.7%
Licenses & Permits	1,619,750	888,521		1,243,997	355,476	140.0%
Intergovernmental Revenue	5,044,926	2,747,133		2,974,720	227,587	108.3%
Charges for Services						
Recreation Services	6,710,438	4,128,446		4,321,782	193,336	104.7%
Other Services	9,879,422	5,103,217		5,141,528	38,311	100.8%
Fines	2,260,000	1,345,421		1,128,574	(216,847)	83.9%
Interest Income	125,000	66,025		46,244	(19,781)	70.0%
Miscellaneous	1,658,634	671,241		685,346	14,105	102.1%
Leases	401,779	232,908		232,908	0	100.0%
Interfund Transfers	64,049,819	37,362,394		37,362,394	0	100.0%
Other Financing Sources	12,262,165	12,262,165		12,262,165	0	100.0%
Total Revenues	109,741,433	69,957,114		70,274,365	317,251	100.5%
Expenditures						
City Council	254,094	151,580		121,291	(30,289)	80.0%
City Attorney's Office	1,256,450	725,665		709,094	(16,571)	97.7%
City Manager's Office	1,567,013	881,188		884,182	2,994	100.3%
Central Charges	37,785,276	24,222,133		24,212,462	(9,671)	100.0%
General Services	5,997,953	3,357,890		3,206,780	(151,110)	95.5%
Finance	2,110,661	1,215,081		1,196,554	(18,527)	98.5%
Police	21,330,429	12,281,581		12,490,433	208,852	101.7%
Fire Emergency Services	12,525,053	7,184,932		7,119,688	(65,244)	99.1%
Community Development	4,202,436	2,395,121		2,347,888	(47,233)	98.0%
Public Works & Utilities	8,039,715	3,932,143		3,282,926	(649,217)	83.5%
Parks, Recreation & Libraries	14,672,353	8,038,740		8,075,810	37,070	100.5%
Total Expenditures	109,741,433	64,386,054		63,647,108	(738,946)	98.9%
Revenues Over(Under)						
Expenditures	0	5,571,060		6,627,257	1,056,197	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	47,601,952	28,562,446		28,964,221	401,775	101.4%
Sales Tx Audit Revenues	724,000	422,092		342,212	(79,880)	81.1%
S-T Rev. STX	<u>48,325,952</u>	<u>28,984,538</u>		<u>29,306,433</u>	<u>321,895</u>	101.1%
Use Tax						
Use Tax Returns	8,017,000	4,352,965		5,026,075	673,110	115.5%
Use Tax Audit Revenues	785,000	457,655		819,204	361,549	179.0%
S-T Rev. UTX	<u>8,802,000</u>	<u>4,810,620</u>		<u>5,845,279</u>	<u>1,034,659</u>	121.5%
Total STX and UTX	<u><u>57,127,952</u></u>	<u><u>33,795,158</u></u>		<u><u>35,151,712</u></u>	<u><u>1,356,554</u></u>	104.0%
Public Safety Tax						
PST Tax Returns	11,883,683	7,021,289		7,376,371	355,082	105.1%
PST Audit Revenues	308,500	179,856		232,194	52,338	129.1%
Total Rev. PST	<u><u>12,192,183</u></u>	<u><u>7,201,145</u></u>		<u><u>7,608,565</u></u>	<u><u>407,420</u></u>	105.7%
Interest Income	85,000	49,583		35,734	(13,849)	72.1%
Interfund Transfers	265,458	154,851		154,851	0	100.0%
Total Revenues	<u><u>69,670,593</u></u>	<u><u>41,200,737</u></u>		<u><u>42,950,862</u></u>	<u><u>1,750,125</u></u>	104.2%
Expenditures						
Central Charges	<u>69,670,593</u>	<u>40,641,179</u>		<u>40,641,179</u>	0	
Revenues Over(Under) Expenditures	<u><u>0</u></u>	<u><u>559,558</u></u>		<u><u>2,309,683</u></u>	<u><u>1,750,125</u></u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	5,085,325	3,005,880		3,169,423	163,543	105.4%
Interest Income	10,000	5,833		9,538	3,705	163.5%
Miscellaneous	87,130	50,825		9,480	(41,345)	18.7%
Interfund Transfers	19,542	11,400		11,400	0	100.0%
Total Revenues	<u>5,201,997</u>	<u>3,073,938</u>		<u>3,199,841</u>	<u>125,903</u>	104.1%
Expenditures						
Central Charges	4,871,181	2,709,899		2,635,394	(74,505)	97.3%
Park Services	330,816	145,041		158,805	13,764	109.5%
Total Expenditures	<u>5,201,997</u>	<u>2,854,940</u>		<u>2,794,199</u>	<u>(60,741)</u>	97.9%
Revenues Over(Under) Expenditures	<u>0</u>	<u>218,998</u>		<u>405,642</u>	<u>186,644</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	43,750		61,070	17,320	139.6%
Intergovernmental Revenue	0	0		272,564	272,564	
Rates and Charges	45,315,766	23,034,453		22,356,728	(677,725)	97.1%
Miscellaneous	435,000	253,750		200,327	(53,423)	78.9%
Total Operating Revenues	<u>45,825,766</u>	<u>23,331,953</u>		<u>22,890,689</u>	<u>(441,264)</u>	98.1%
Operating Expenditures						
Central Charges	6,032,672	3,519,059		3,507,155	(11,904)	99.7%
Finance	646,064	369,549		297,726	(71,823)	80.6%
Public Works & Utilities	21,385,660	10,992,433		9,385,015	(1,607,418)	85.4%
Parks, Recreation & Libraries	152,415	80,780		75,864	(4,916)	93.9%
Information Technology	2,868,928	1,603,731		1,522,705	(81,026)	94.9%
Total Operating Expenditures	<u>31,085,739</u>	<u>16,565,552</u>		<u>14,788,465</u>	<u>(1,777,087)</u>	89.3%
Operating Income (Loss)	<u>14,740,027</u>	<u>6,766,401</u>		<u>8,102,224</u>	<u>1,335,823</u>	
Other Revenue and Expenditures						
Tap Fees	4,560,000	2,732,140		2,059,763	(672,377)	75.4%
Interest Income	365,000	212,916		187,189	(25,727)	87.9%
Interfund Transfers	2,533,172	1,477,684		1,477,684	0	100.0%
Sale of Assets	0	0		22,558	22,558	
Debt Service	(7,221,199)	(3,044,987)		(3,044,987)	0	100.0%
Total Other Revenue (Expenditures)	<u>236,973</u>	<u>1,377,753</u>		<u>702,207</u>	<u>(675,546)</u>	
Revenues Over(Under) Expenditures	<u>14,977,000</u>	<u>8,144,154</u>		<u>8,804,431</u>	<u>660,277</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	43,750		61,070	17,320	139.6%
Intergovernmental Revenue	0	0		272,564	272,564	
Rates and Charges	32,100,766	15,325,703		14,609,306	(716,397)	95.3%
Miscellaneous	425,000	247,917		192,302	(55,615)	77.6%
Total Operating Revenues	<u>32,600,766</u>	<u>15,617,370</u>		<u>15,135,242</u>	<u>(482,128)</u>	96.9%
Operating Expenditures						
Central Charges	4,253,473	2,481,193		2,457,461	(23,732)	99.0%
Finance	646,064	369,549		297,726	(71,823)	80.6%
Public Works & Utilities	14,427,195	7,471,135		6,051,262	(1,419,873)	81.0%
PR&L Standley Lake	152,415	80,780		75,864	(4,916)	93.9%
Information Technology	2,868,928	1,603,731		1,522,705	(81,026)	94.9%
Total Operating Expenditures	<u>22,348,075</u>	<u>12,006,388</u>		<u>10,405,018</u>	<u>(1,601,370)</u>	86.7%
Operating Income (Loss)	<u>10,252,691</u>	<u>3,610,982</u>		<u>4,730,224</u>	<u>1,119,242</u>	
Other Revenue and (Expenditures)						
Tap Fees	3,500,000	2,093,500		1,588,322	(505,178)	75.9%
Interest Income	250,000	145,833		128,271	(17,562)	88.0%
Interfund Transfers	2,097,065	1,223,288		1,223,288	0	100.0%
Sale of Assets	0	0		22,558	22,558	
Debt Service	(5,714,756)	(2,466,478)		(2,466,478)	0	100.0%
Total Other Revenues (Expenditures)	<u>132,309</u>	<u>996,143</u>		<u>495,961</u>	<u>(500,182)</u>	
Revenues Over(Under) Expenditures	<u>10,385,000</u>	<u>4,607,125</u>		<u>5,226,185</u>	<u>619,060</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	13,215,000	7,708,750		7,747,422	38,672	100.5%
Miscellaneous	10,000	5,833		8,025	2,192	137.6%
Total Operating Revenues	<u>13,225,000</u>	<u>7,714,583</u>		<u>7,755,447</u>	<u>40,864</u>	100.5%
Operating Expenditures						
Central Charges	1,779,199	1,037,866		1,049,694	11,828	101.1%
Public Works & Utilities	6,958,465	3,521,298		3,333,753	(187,545)	94.7%
Total Operating Expenditures	<u>8,737,664</u>	<u>4,559,164</u>		<u>4,383,447</u>	<u>(175,717)</u>	96.1%
Operating Income (Loss)	<u>4,487,336</u>	<u>3,155,419</u>		<u>3,372,000</u>	<u>216,581</u>	
Other Revenue and Expenditures						
Tap Fees	1,060,000	638,640		471,441	(167,199)	73.8%
Interest Income	115,000	67,083		58,918	(8,165)	87.8%
Interfund Transfers	436,107	254,396		254,396	0	100.0%
Debt Service	(1,506,443)	(578,509)		(578,509)	0	100.0%
Total Other Revenues (Expenditures)	<u>104,664</u>	<u>381,610</u>		<u>206,246</u>	<u>(175,364)</u>	
Revenues Over(Under) Expenditures	<u>4,592,000</u>	<u>3,537,029</u>		<u>3,578,246</u>	<u>41,217</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,082,000	1,214,500		1,174,934	(39,566)	96.7%
Interest Income	50,000	29,167		19,996	(9,171)	68.6%
Miscellaneous	0	0		17	17	
Total Revenues	<u>2,132,000</u>	<u>1,243,667</u>		<u>1,194,947</u>	<u>(48,720)</u>	96.1%
Expenditures						
General Services	86,200	37,238		29,054	(8,184)	78.0%
Community Development	174,090	98,883		98,319	(564)	99.4%
PR&L Park Services	200,000	51,200		29,094	(22,106)	56.8%
Public Works & Utilities	322,710	113,917		73,770	(40,147)	64.8%
Total Expenditures	<u>783,000</u>	<u>301,238</u>		<u>230,237</u>	<u>(71,001)</u>	76.4%
Revenues Over(Under) Expenditures	<u>1,349,000</u>	<u>942,429</u>		<u>964,710</u>	<u>22,281</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Course Funds - Combined						
Operating Revenues						
Charges for Services	2,967,608	1,847,245		1,862,846	15,601	100.8%
Interest Income	0	0		2,035	2,035	
Interfund Transfers	617,771	375,211		375,211	0	100.0%
Total Revenues	<u>3,585,379</u>	<u>2,222,456</u>		<u>2,240,092</u>	<u>17,636</u>	100.8%
Operating Expenditures						
Central Charges	253,063	147,938		143,721	(4,217)	97.1%
Recreation Facilities	3,816,599	2,509,966		2,362,916	(147,050)	94.1%
Total Expenditures	<u>4,069,662</u>	<u>2,657,904</u>		<u>2,506,637</u>	<u>(151,267)</u>	94.3%
Operating Income (Loss)	(484,283)	(435,448)		(266,545)	168,903	
Other Revenues and Expenditures						
Other Financing Sources	484,283	484,283		484,283	0	100.0%
Revenues Over(Under) Expenditures	<u>0</u>	<u>48,835</u>		<u>217,738</u>	<u>168,903</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,582,258	973,089		988,503	15,414	101.6%
Interest Income	0	0		2,651	2,651	
Total Revenues	<u>1,582,258</u>	<u>973,089</u>		<u>991,154</u>	<u>18,065</u>	101.9%
Operating Expenditures						
Central Charges	149,287	87,333		90,828	3,495	104.0%
Recreation Facilities	1,675,113	1,132,017		1,095,847	(36,170)	96.8%
Total Expenditures	<u>1,824,400</u>	<u>1,219,350</u>		<u>1,186,675</u>	<u>(32,675)</u>	97.3%
Operating Income (Loss)	(242,142)	(246,261)		(195,521)	50,740	
Other Revenues and Expenditures						
Other Financing Sources	<u>242,142</u>	<u>242,142</u>		<u>240,539</u>	<u>(1,603)</u>	99.3%
Revenues Over(Under) Expenditures	<u>0</u>	<u>(4,119)</u>		<u>45,018</u>	<u>50,740</u>	

**City of Westminster
Financial Report
For Seven Months Ending July 31, 2013**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,385,350	874,156		874,343	187	100.0%
Interest Income	0	0		(616)	(616)	
Interfund Transfers	617,771	375,211		375,211	0	100.0%
Total Revenues	<u>2,003,121</u>	<u>1,249,367</u>		<u>1,248,938</u>	<u>(429)</u>	100.0%
Operating Expenses						
Central Charges	103,776	60,605		52,893	(7,712)	87.3%
Recreation Facilities	2,141,486	1,377,949		1,267,069	(110,880)	92.0%
Total Expenses	<u>2,245,262</u>	<u>1,438,554</u>		<u>1,319,962</u>	<u>(118,592)</u>	91.8%
Operating Income (Loss)	(242,141)	(189,187)		(71,024)	118,163	
Other Revenues and Expenses						
Other Financing Sources	242,141	242,141		243,744	1,603	100.7%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>52,954</u>		<u>172,720</u>	<u>119,766</u>	

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH OF JULY 2013

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Tota
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	499,881	18,801	518,682	422,421	14,663	437,084	18	28	19
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	334,198	15,938	350,136	347,469	968	348,437	-4	1546	0
SHOPS AT WALNUT CREEK 104TH & REED TARGET	271,733	2,309	274,041	267,255	1,606	268,861	2	44	2
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	217,633	629	218,262	201,979	521	202,500	8	21	8
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	216,011	2,158	218,168	202,194	1,180	203,374	7	83	7
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	184,211	1,007	185,217	182,899	1,539	184,439	1	-35	0
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	174,615	249	174,864	196,455	991	197,446	-11	-75	-11
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	170,799	566	171,365	169,568	925	170,492	1	-39	1
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	129,552	25,580	155,132	130,426	19,520	149,945	-1	31	3
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	119,380	993	120,373	115,516	1,513	117,030	3	-34	3
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	98,608	1,461	100,069	88,454	760	89,213	11	92	12
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	92,717	198	92,915	87,007	306	87,313	7	-35	6
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	91,842	187	92,029	127,259	1,219	128,478	-28	-85	-28
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	81,361	198	81,558	76,678	124	76,802	6	59	6
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	80,737	640	81,377	49,338	293	49,630	64	119	64

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF JULY 2013

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	67,088	381	67,469	60,615	367	60,982	11	4	11
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	54,383	770	55,152	51,951	520	52,472	5	48	5
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	44,738	1,420	46,157	44,718	2,801	47,519	0	-49	-3
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	11,679	32,975	44,654	12,615	25,346	37,960	-7	30	18
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	40,804	437	41,241	34,279	505	34,784	19	-13	19
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	40,901	287	41,188	43,746	172	43,918	-7	67	-6
WILLOW RUN 128TH & ZUNI SAFEWAY	40,993	174	41,167	33,431	203	33,634	23	-15	22
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	37,722	995	38,717	28,796	148	28,944	31	573	34
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	15,912	17,006	32,918	8,646	48,953	57,599	84	-65	-43
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	31,744	929	32,673	37,145	448	37,593	-15	107	-13
	<u>3,149,240</u>	<u>126,286</u>	<u>3,275,526</u>	<u>3,020,863</u>	<u>125,589</u>	<u>3,146,452</u>	<u>4</u>	<u>1</u>	<u>4</u>

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
JULY 2013 YEAR-TO-DATE

Center Location Major Tenant	YTD 2013			YTD 2012			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	3,115,068	108,618	3,223,686	2,814,360	103,832	2,918,192	11	5	10
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	2,374,598	21,967	2,396,565	2,455,343	17,781	2,473,124	-3	24	-3
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,806,615	25,126	1,831,741	1,685,980	13,206	1,699,186	7	90	8
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,550,901	4,090	1,554,991	1,649,870	4,230	1,654,100	-6	-3	-6
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,484,279	11,471	1,495,750	1,341,895	12,159	1,354,054	11	-6	10
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,232,423	5,296	1,237,719	1,375,105	3,795	1,378,900	-10	40	-10
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,232,255	5,717	1,237,971	1,193,196	12,041	1,205,237	3	-53	3
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,169,265	12,991	1,182,255	1,151,606	4,257	1,155,863	2	205	2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	972,335	132,164	1,104,499	905,354	126,132	1,031,485	7	5	7
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	931,626	10,022	941,648	862,187	6,069	868,256	8	65	8
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	774,451	12,158	786,608	863,269	6,332	869,601	-10	92	-10
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	623,816	3,298	627,114	578,764	1,609	580,374	8	105	8
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	550,577	2,655	553,232	552,703	5,700	558,403	0	-53	-1
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	477,390	26,039	503,429	466,296	5,103	471,398	2	410	7
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	443,687	3,713	447,400	432,006	1,558	433,564	3	138	3

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 JULY 2013 YEAR-TO-DATE

Center Location Major Tenant	YTD 2013			YTD 2012			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	380,642	4,865	385,507	374,283	6,414	380,697	2	-24	1
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	343,896	5,205	349,102	618,480	13,390	631,870	-44	-61	-45
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	324,491	16,421	340,911	299,924	14,747	314,670	8	11	8
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	307,069	1,315	308,383	306,098	6,558	312,656	0	-80	-1
WILLOW RUN 128TH & ZUNI SAFEWAY	224,867	1,854	226,721	234,391	2,511	236,902	-4	-26	-4
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	217,344	3,751	221,095	202,004	1,792	203,797	8	109	8
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	210,927	5,484	216,411	197,784	842	198,626	7	551	9
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	186,399	20,417	206,816	173,839	3,999	177,837	7	411	16
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	184,282	6,448	190,730	211,245	4,168	215,413	-13	55	-11
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	178,843	3,832	182,675	175,163	7,850	183,013	2	-51	0
	21,298,046	454,916	21,752,961	21,121,145	386,074	21,507,219	1	18	1



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Orchard Lakes Development Agreement

Prepared By: John Carpenter, Director of Community Development

Recommended City Council Action

Authorize the execution of the Orchard Lake Development Agreement between Orchard Lakes LLC and the City of Westminster.

Summary Statement

- This agreement pertains to the Orchard Lakes LLC parcel that is bounded by Huron Street, 142nd Avenue, I-25 and 140th Avenue. Through this agreement, the owners agree to donate at no cost to the City the land needed to construct two projects: 1) Orchard Parkway and 2) McKay Lake Outfall Drainage Improvements.
- The City has plans prepared and funds budgeted to construct Orchard Parkway between 144th Avenue and 138th Avenue across the AZG/Centura, Orchard Lakes and Foster properties. The project will connect to the existing segment of Orchard Parkway that extends from 136th Avenue to 138th Avenue abutting Lowe's. This new roadway will serve both the new St. Anthony's North medical complex and the to-be-developed parcels to the south. Construction of the roadway would commence in fall 2013 and be completed in fall 2014.
- The City also is finalizing construction plans and has the funds budgeted to construct the McKay Lake Outfall Drainage improvements. This project would construct a channel mostly across the Orchard Lakes property to reduce and contain the existing wide and shallow flood plain. Additionally, a storm water retention pond will be built abutting I-25 to retain flood waters from the AZG/Centura, Orchard Lakes, Foster and Lowe's parcels. Construction of the drainage improvements will commence in early 2014 and be completed in about six months.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council approve executing the agreement to secure some of the needed rights of way for the Orchard Parkway and McKay Lake Outfall Drainage projects?

Alternative

Do not enter into the agreement and do not proceed with the Orchard Parkway and McKay Lake Outfall Drainage Improvement projects. This is not recommended since these projects will provide significant economic development benefits to the North I-25 corridor and the St. Anthony North medical complex.

Background Information

For several years the City has been pursuing two capital improvement projects designed to address transportation and drainage needs for the North I-25 corridor, specifically the area bounded by Huron Street, 136th Avenue, I-25 and 144th Avenue. Orchard Parkway is a north-south roadway designed to eventually extend from 148th Avenue to approximately 132nd Avenue. The roadway is currently built between 148th Avenue and 144th Avenue at the Orchard Town Center as well as between 138th Avenue and 134th Avenue abutting the Lowe's and Wal-Mart developments. The proposed Orchard Parkway project would construct the roadway between 144th Avenue and 138th Avenue across the AZG/Centura, Orchard Lakes and Foster properties.

The Orchard Lakes Development Agreement requires the owner of this property to convey to the City at no cost the rights of way needed on that property for Orchard Parkway. The AZG/Centura development has already conveyed the needed right of way for Orchard Parkway along with their share of the costs to construct the roadway. Staff is separately securing right of way from the Foster family.

Staff anticipates construction on Orchard Parkway will commence in fall 2013 and be completed by 2014. This project will directly benefit the St. Anthony north project and open up the abutting vacant property for development.

The second project will construct a canal to convey the drainage flows from McKay Lake, primarily across the Orchard Lakes property. The project will also construct a 3 acre pond abutting I-25 to store storm water for all the property bounded by I-25, 136th Avenue, Huron Street and 144th Avenue.

The first phase of this project constructed a new box culvert under I-25 and a channel to convey storm water from I-25 to the Big Dry Creek, just east of Washington Street in Thornton. The City paid for this project and is being reimbursed at the time of development by the owners of property in Thornton that benefit from the project.

This proposed 2nd and final phase will construct all of the drainage improvements between I-25 and Huron Street. The City has already received the needed land for this project on the AZG property, north of 142nd Avenue. Staff is in the process of obtaining the needed land from the Foster family.

This agreement requires the developer to donate the land needed to construct the McKay Lake Outfall drainage channel and storm water pond on the Orchard Lakes property. Staff anticipates the construction of this project will commence in early 2014 and be completed in six months. The project will greatly reduce the width of the existing floodplain, especially on the Orchard Lakes property.

In consideration for the owner of the Orchard Lakes property donating the needed right of way, the City agrees to the following provisions:

- 1) Orchard Lakes LLC would be allowed to pay the recoveries owed to the City incrementally as each parcel is sold. The current City procedures require the total recoveries owed on a parcel to be paid to the City at the time the property is platted. This provision is contained in paragraph 4 of the agreement.
- 2) The City authorizes the use of a Metropolitan Special District (MSD) to repay the land owner for the estimated value (\$1,480,278) of the land dedicated to the City for the McKay drainage improvements. The details of this reimbursement will be set forth in an amendment to the District's Service Plan, which will be subject to future Council review and approval.

This agreement supports the City's Strategic Goal of "Financially Sustainable City Government" since the agreement allows for two important capital improvement projects to proceed which will stimulate economic development activity along the north I-25 corridor.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Orchard Lakes Development Agreement
- Orchard Lakes Site Plan

ORCHARD LAKES DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of this _____ day of August, 2013 (“**Effective Date**”), by and between **ORCHARD LAKES, LLC** (“**OL**”) and the **CITY OF WESTMINSTER** (“**City**”) (OL and the City are sometimes hereinafter referred to individually as “**Party**” and collectively as the “**Parties**”).

RECITALS

A. PARTIES.

1. OL is a Colorado limited liability company, duly organized and authorized to do business in the State of Colorado.

2. The City is a home-rule municipality organized under Article XX of the Colorado Constitution, governed and managed in accordance with the City of Westminster Home Rule Charter and the City of Westminster Municipal Code (the “**Code**”).

B. PROPERTY.

1. OL owns certain real property located in the S1/2 NW1/4 of Section 22, Township 1 South, Range 68 West, 6th P.M. Adams County Colorado, located within the boundaries of the City, comprised of approximately 65.76 acres, more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”). The Property has been duly annexed into the City and upon annexation the Parties executed and entered into that certain Annexation Agreement dated April 14, 2008 (the “**Annexation Agreement**”).

2. The City has requested that OL convey and dedicate to the City certain portions of the Property necessary for the City to install certain public road, drainage and detention facilities located on the Property, as follows:

a. Dedication and conveyance for the construction and installation of the McKay Lake Drainage channel to facilitate the construction of the realigned McKay drainage channel improvements located on the Property (the “**McKay Drainage Improvements**”).

b. Dedication and conveyance for the construction and installation of a Regional Detention Pond for regional water detention facilities located on the Property (the “**Detention Pond Improvements**”).

c. Dedication and conveyance for the construction and installation of the proposed Orchard Parkway roadway to facilitate the construction of public roadway improvements located on the Property (the “**Orchard Parkway Improvements**”).

d. Dedication and conveyance for the construction and installation of the proposed 142nd Avenue between Huron Street to the east to Orchard Parkway, related box culvert and storm drainage improvements located on the Property (the “**142nd Avenue Improvements**”).

The McKay Drainage Improvements, the Regional Detention Pond Improvements, the Orchard Parkway Improvements and the 142nd Avenue Improvements are collectively referred to herein as the “**OL Public Improvements**” and are depicted on Exhibit A-1 attached hereto.

C. THE CITY

1. The Parties agree that the construction and installation of the OL improvements is of mutual interest and benefit to the Parties.

2. The Parties acknowledge that the Sixth Amended Preliminary Development Plan-North Huron Planned Unit Development for the Property (the “**PDP**”) does not reflect the final alignment for the McKay Drainage Improvements. OL is in the process of applying for appropriate amendments to the PDP to address this issue, but the Parties recognize the PDP amendment may not be completed before commencement of work on the McKay Drainage Improvements.

3. The City has determined that allowing certain cost recoveries for regional drainage improvements to be recovered through a duly created Metropolitan Special District as identified in in Section 4(a) of the approved Annexation Agreement is appropriate and in the best interest of the City.

D. THE DISTRICTS.

OL has established a Metropolitan Special District (“MSD”) to assist in the financing of approved public improvements for the development of the Orchard Lakes Property. The Property may also be included within an existing or new General Improvement District (“GID”) established, or to be established, consistent with the City Code, City policies, the Annexation Agreement and this Development Agreement.

AGREEMENT

For and in consideration of the premises and the mutual covenants and promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions related to the development of the Property. Capitalized terms not otherwise defined herein shall have the definitions contained in the Westminster Municipal Code.

1. Dedications. Upon the execution of this Agreement, OL shall execute the appropriate special warranty deeds to convey to the City the lands required for the OL Public Improvements substantially in the form attached as Exhibit B (McKay Drainage Dedication and Detention Pond Dedication), and Exhibit C (Orchard Parkway Dedication) and Exhibit D (142nd Avenue Dedication) (collectively the “**Dedication Deeds**”). The Dedication Deeds shall be delivered to the City for recording upon City Council approval and final City execution of this Agreement. Upon recording, the City shall provide to OL one fully executed copy of each of

the Dedication Deeds. The City hereby agrees and represents that the delivery of the Dedication Deeds is for a valid City purpose and permitted by the City’s subdivision regulations. OL and its successors, transferees, lenders and assigns may rely on this representation.

2. Title and Taxes. In connection with the delivery of the Dedication Deeds OL shall deliver the Development Property to the City free and clear of liens and encumbrances except those appearing on Schedule B, Section 2 of the Title Commitment prepared by Heritage Title Company (the “Commitment”) updated to the date of Closing. OL shall obtain appropriate partial Releases of the Deed of Trust encumbering the Orchard Parkway Improvements recorded May 5, 2008 (the “Releases”), insofar as said Deed of Trust encumbers the Dedication Deed parcels, and shall deliver the Releases in a form acceptable to the City’s Title Company at the same time Orchard Lakes delivers the Dedication Deeds. OL agrees to timely pay all real property taxes due or owing for the Property until such time as OL has confirmed to the City’s satisfaction that the Adams County Assessor has recognized the Dedication Deed parcels as separately owned by the City for real property tax purposes.

3. Drainage Dedication Recovery Approval. In connection with this Agreement and delivery of the Dedication Deeds, City Council hereby authorizes the use of a MSD to recover the sum of One Million Four Hundred Eighty Thousand Two Hundred and Seventy Eight Dollars (\$1,480,278.00), representing the approximate value of the McKay Drainage Dedication. The recovery shall be established through an approved Service Plan for the MSD, which shall in all other respects be consistent with the City’s current MSD policy, the terms of which OL hereby acknowledges.

4. Timing and Payment of Development Assessments and Recoverable Costs. The reimbursable costs and cost recoveries for City installed public improvements may be paid according to the following schedule upon the platting and sale of the Property by OL to third party purchasers:

Parcel	Approximate Acreage	% of Net Saleable Land
4C	1 acres	24%
4D	7.5 acres	15%
4E	22.5 acres	45%
4F	8 acres	16%

5. City Subdivision Requirements. OL acknowledges that pursuant to the City Code, OL may not sell, agree to sell, or convey any of the property except in accordance with an approved Preliminary Development Plan or Plat legally describing the proposed conveyance or conveyances. Acknowledging OL’s interest in proceeding with the planning of the Property

and sale thereof consistent with the dedications requested by the City, and the City's interest in installation of the OL Improvements during the City's development plan review and approval process, the City agrees that upon conveyance of the OL Property for the improvements described herein, OL shall not be required to modify the boundaries of any of the Dedication Deed parcels as a condition to any future development plan approvals by the City.

6. OL Public Improvement Construction Cooperation. The Parties recognize that the City's construction and installation of the OL Public Improvements will impact the development and installation of certain private and public infrastructure improvements planned for the Property, including the health care facilities planned by Catholic Health Initiatives Colorado ("CHIC"). The Parties will work cooperatively to ensure the overall development of the Property is commenced and completed to City standards. To this end the Parties agree as follows:

a. The City agrees to provide OL with an approximate schedule for completion of the OL Public Improvements and the estimated time for completion once the plans are completed as soon as practicable after the execution of this Agreement. The City intends to award the contract for and commence the final design of the OL Improvements within three (3) months following the execution of this Agreement by the Parties. The City further intends to award the contract and commence the construction of the OL Improvements within twelve (12) months following the execution of this Agreement by the Parties. If the City is unable to commence work on the OL Public Improvements within eighteen (18) months from the date the lands are conveyed to the City for the purpose of installation, OL or OL's designated contractors (including without limitation CHIC) may proceed with the construction and installation of the OL Public Improvements consistent with plans and specifications approved by the City. If OL constructs, or causes the OL Public improvements to be constructed or installed, any cost recovery or reimbursements sought by OL shall be accomplished in conformance with the City Code.

b. The City agrees that dirt excavated for the OL Public Improvements shall not be removed from the Property without OL's advance consent except as may be necessary for the construction of Orchard Parkway on OL's Property. Any construction or excavation dirt that remains onsite may be used, or shall be disposed of by OL, consistent with the approved Property development plans.

c. The City and OL agree to cooperate in planning, scheduling and execution of the overlot grading of the Property to ensure a comprehensive drainage plan is implemented consistent with the City's plans and specifications for the installation of regional drainage facilities on the Property.

d. In connection with the City's construction of the OL Public Improvements, OL shall grant to the City temporary construction easements reasonable and necessary across the Property to complete the City installations to stockpile dirt for construction at locations designated by OL.

7. Bull Canal. OL has proposed the purchase from FRICO of the existing Bull Canal right-of-way, and relocation of the canal within the Property boundaries. The relocated

Bull Canal design is subject to FRICO's design requirements, and final FRICO approval. FRICO recently has approved a concrete-lined canal design. Copies of all plans and specifications for the relocation have been provided to the City in connection with the execution of this Agreement. Provided OL relocates the Bull Canal consistent with the approved FRICO plans and specifications, the City agrees OL may proceed with the relocation work, subject to first obtaining a grading and land disturbance permit from the City and any other permits that may be required by FRICO.

8. Default. In the event of a breach of this Agreement by a Party, before taking formal legal action, the Parties shall first attempt in good faith to resolve the alleged breach through negotiation, followed by mediation, if necessary. If negotiation and mediation do not result in a resolution acceptable to all Parties, the non-defaulting Party may take any of one or more of the following actions solely with respect to the defaulting Party (and the defaulting Party's property subject to this Agreement):

a. The City may suspend permits, authorizations, or payments requested by or attributed to OL until the default is cured; or

b. The non-defaulting Party may bring an action in the District Court against the defaulting Party for (i) specific performance of this Agreement, or alternatively, (ii) injunctive relief requiring the performance of the obligations contained in this Agreement.

9. Damage Waiver. In no event shall OL be entitled to recover monetary damages against the City, direct, indirect, consequential, or otherwise and whether foreseeable or not. Except for a breach by OL of any warranty contained in the Dedication Deeds, the City shall not be entitled to recover monetary damages against OL, direct, indirect, consequential, or otherwise and whether foreseeable or not.

10. Attorney's Fees. In the event either Party brings an action against the other to enforce any provision of this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable attorney's fees and costs.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns or transferees of the Parties, whether occurring before or after Final Approval upon the express agreement and assumption by any assignee to construct and develop the improvements approved for the Orchard Lakes Property consistent with the Official Development Plan approved by the City.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any legal defects in this Agreement.

13. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or

action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Adams County, Colorado.

14. Amendments. This Agreement may be amended only by written agreement between the Parties.

15. Termination.

a. This Agreement may be terminated by mutual agreement of the Parties or their respective successors or assigns.

b. This Agreement shall be deemed as terminated upon full performance of the duties, responsibilities and obligations contained herein, and the Parties agree to execute any documents any other party may request to confirm said termination.

c. Upon termination, the Parties shall have no further rights, obligations or duties hereunder unless such rights, duties and obligations are expressly recognized to survive termination.

16. Authority. All Parties represent and warrant that the person signing this Agreement on behalf of each Party has been duly authorized to execute and enter into this Agreement, and that the terms, conditions and obligations contained here binding on the Party upon execution.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Effective Date. The Effective Date of this Agreement is the date stated on page 1 hereof. This Agreement shall be deemed a covenant running with the Orchard Lakes Property.

19. Recording. Any party hereto may record this Agreement or a memorandum hereof with the Clerk and Recorder’s Office for Adams County, Colorado.

CITY OF WESTMINSTER:

**ORCHARD LAKES, LLC, Colorado
limited liability company:**

Bv: _____

Bv: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED BY:

City Attorney’s Office

EXHIBIT A

OL PROPERTY DESCRIPTION

(LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABC70360714)

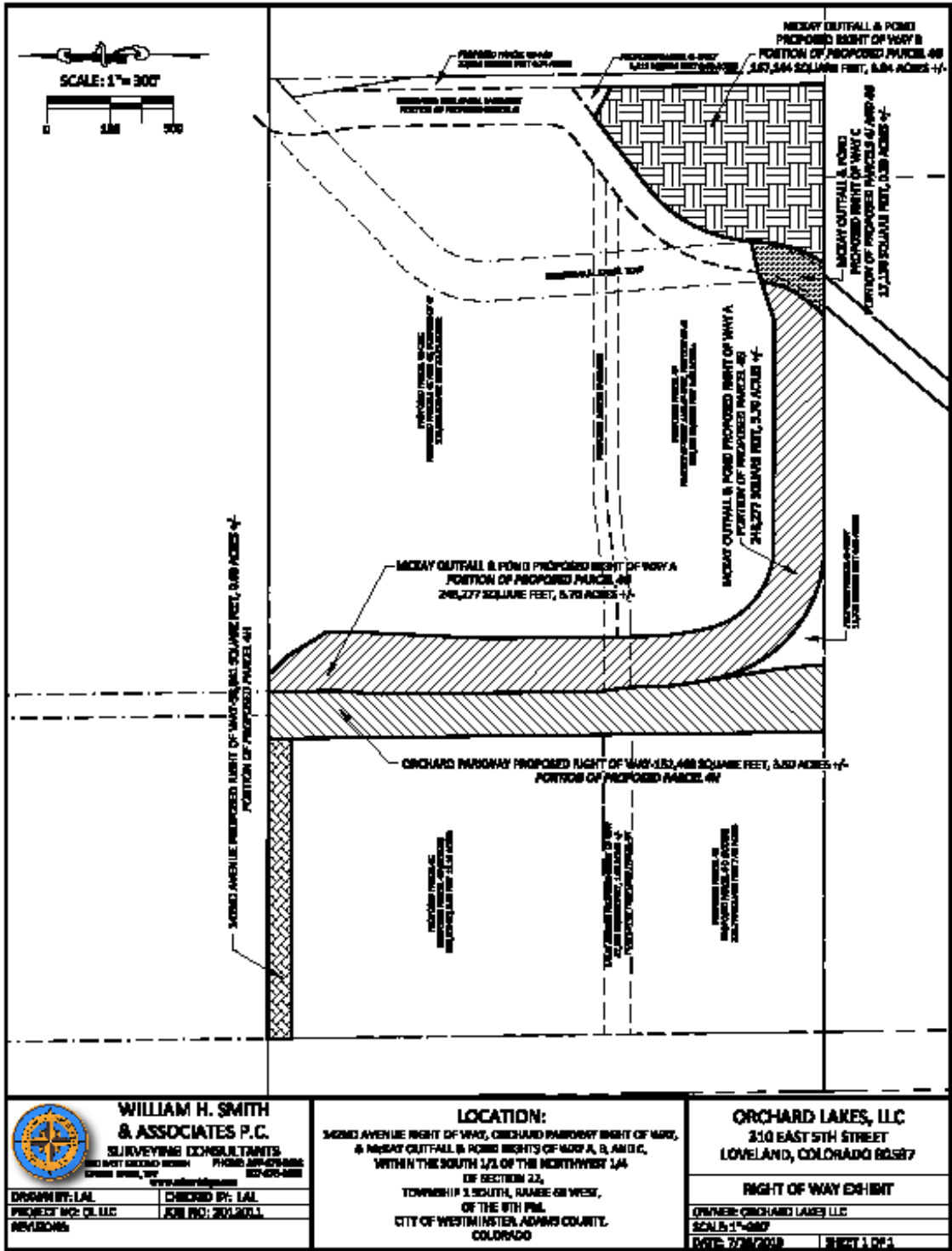
PARCEL 1:

THE N1/2 S1/2 NW1/4, SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
EXCEPT THOSE PORTIONS THEREOF AS CONVEYED TO THE CITY OF WESTMINSTER IN WARRANTY DEEDS RECORDED JUNE 20, 2005, UNDER RECEPTION NOS. 20050620000646860 AND 20050620000646950;
AND EXCEPT ANY PORTIONS THEREOF LYING WITHIN EXISTING ROADS AND HIGHWAYS, AND EXCEPT ANY PORTION THEREOF LYING WITHIN BULL CANAL, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 2:

THE S1/2 S1/2 NW 1/4, SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
EXCEPT THAT PORTION THEREOF AS CONVEYED TO THE CITY OF WESTMINSTER IN WARRANTY DEED RECORDED JUNE 20, 2005, UNDER RECEPTION NO. 20050620000646750,
AND EXCEPT ANY PORTIONS THEREOF LYING WITHIN EXISTING ROADS AND HIGHWAYS, AND EXCEPT ANY PORTION THEREOF LYING WITHIN BULL CANAL, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT A-1



WILLIAM H. SMITH & ASSOCIATES P.C.
 SURVEYING CONSULTANTS
 280 WEST SECOND STREET
 FRENCH SPRING, COLO
 80740-2001
 www.williamhsmith.com

DESIGNED BY: LAL
 PROJECT NO: OL LLC
 REVISIONS

CHECKED BY: LAL
 JOB NO: 2013001

LOCATION:
 34000 AVENUE RIGHT OF WAY, ORCHARD PARWAY RIGHT OF WAY,
 & MICKAY OUTFALL & POND RIGHTS OF WAY A, B, AND C,
 WITH THE SOUTH 1/2 OF THE NORTHWEST 1/4
 OF SECTION 23,
 TOWNSHIP 1 SOUTH, RANGE 68 WEST,
 OF THE 6TH P.M.
 CITY OF WESTMINSTER, ADAMS COUNTY,
 COLORADO

ORCHARD LAKES, LLC
 210 EAST 5TH STREET
 LOVELAND, COLORADO 80537

RIGHT OF WAY EXHIBIT

OWNER: ORCHARD LAKES LLC
 SCALE: 1"=300'
 DATE: 7/28/2013

NOTE: P-10-000002870 - Orchard Parkway from Right-of-Way Orchard Parkway

EXHIBIT B

McKay Drainage & Detention Pond

See form of Special Warranty Deed Provided by Steve Baumann 7/22/2013

EXHIBIT C

Orchard Parkway

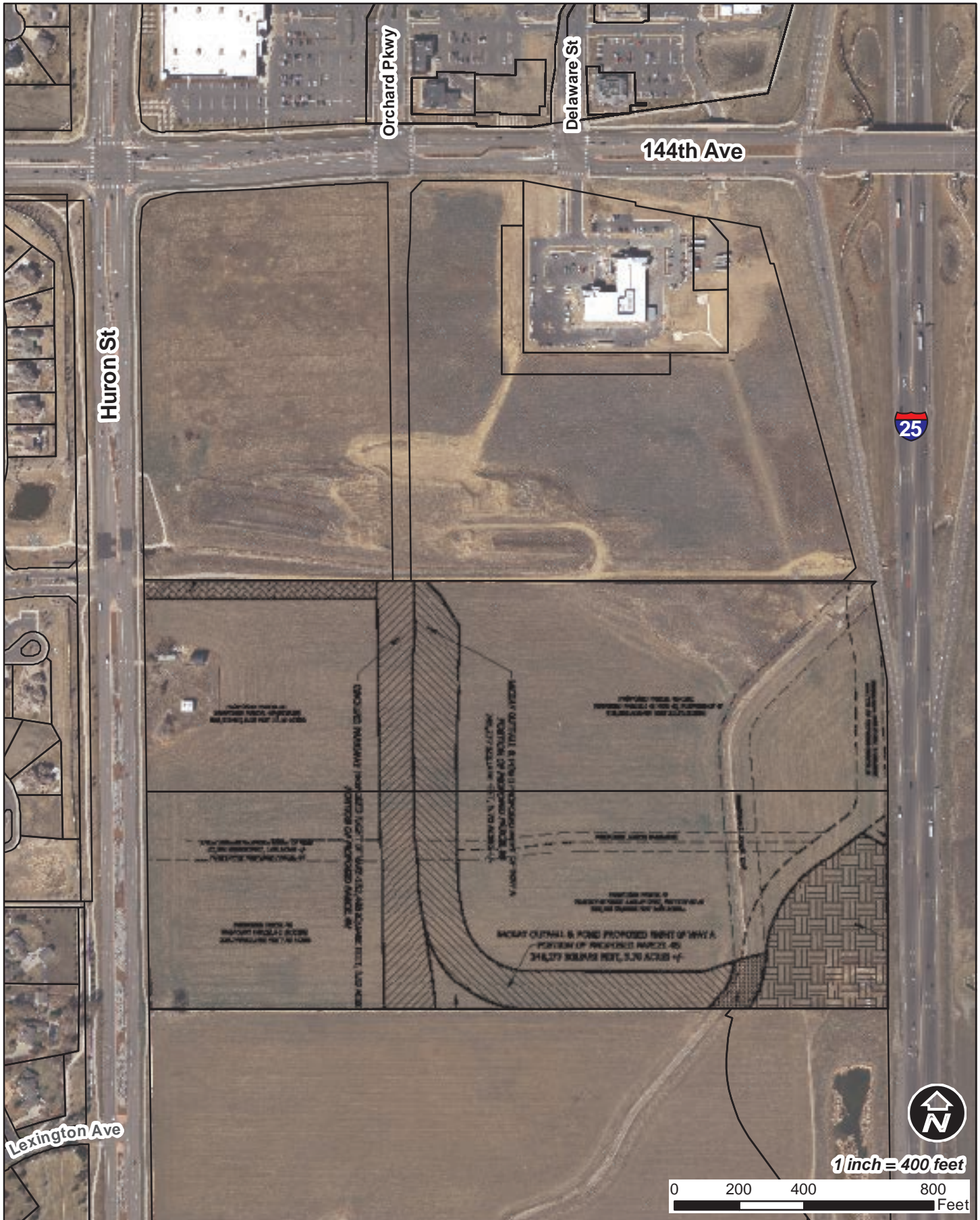
See form of Special Warranty Deed Provided by Steve Baumann 7/22/2013

EXHIBIT D

142nd Avenue Dedication

See form of Special Warranty Deed Provided by Steve Baumann 7/22/2013

Orchard Lakes Site Plan





Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Tanglewood Creek Trail Construction Contracts

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

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder T2 Construction., Inc. in the amount of \$684,424.47 for construction of trail improvements within Tanglewood Creek Open Space to include earthwork, trail construction, and restoration; authorize the City Manager to execute a contract with Van Heukelem Concrete, Inc., doing business as Colorado Hardscapes, Inc., in the amount of \$23,950 for construction of a sculpted concrete drop structure; and to authorize a 7-percent contingency in the amount of \$49,586.21 for these two vendors; and to procure subgrade and concrete testing services from various and separate vendors during construction in the amount not to exceed \$4,750; and to authorize a Contract Amendment with Muller Engineering Company, Inc. in the amount of \$13,062 for the purposes of Construction Observation services; for a total project cost of \$775,772.68.

Summary Statement

- The Tanglewood Creek Trail is a segment of the larger master-planned Interstate 25 Regional Trail. Upon City Council approval in 2012, Muller Engineering was contracted to create the construction drawings and specifications for this unique segment of trail.
- Staff solicited bids for the trail construction work from four reputable construction companies in June, 2013, with T2 Construction, Inc. offering the lowest bid.
- Staff solicited a bid from Van Heukelem Concrete, Inc., dba Colorado Hardscapes, Inc. for the sculpted concrete drop structure, a related but unique element of the project. Due to the specialized nature of construction and aesthetic importance of this element within a valuable wetland area, Staff believes contracting separately for this project element is important.
- Additional services for Muller Engineering are necessary for Construction Administration Services for the drop structure. This will increase Muller Engineering's contract total beyond the 2012 City Council authorized total contract amount.
- Staff will utilize compaction and material testing services from a separate outside vendor during construction for a cost of \$4,750.
- A portion of funding dedicated to this specific project comes from an Adams County Open Space Grant received in May 2013, in the amount of \$434,000.

Expenditure Required: \$775,772.68

Source of Funds: Adams County Open Space Grant (\$434,000)
POST Trail Development (\$258,180.68)
Adams County School District 12 School Land Dedication Fees (\$83,592)

Policy Issue

Should the City proceed with construction of the Master-planned Regional Trail Improvements within Tanglewood Creek Open Space?

Alternative

The City could choose to not authorize the trail construction improvements. This is not a recommended option because the City procured Adams County Open Space Grant funding specifically for this project in the amount of \$434,000. This is an opportunity to install a segment of regional trail over 0.8 mile in length linking multiple jurisdictions and creating multiple recreational and off-street commuting opportunities.

Although the City has been accruing its Trails Development funding dollars for this project specifically within the past few years, it is critical the available grant funds are spent on this trail project at this time. If this project is not authorized, the \$434,000 grant will be lost and it is likely that the City's available matching funds currently assigned to this project will be routed to another trail project. Once that occurs, the City's matching dollars for a future grant for Tanglewood Trail will be gone.

Background Information

Tanglewood Creek Trail is a segment of planned regional recreation trail intended to provide multimodal access along the Interstate-25 corridor. This trail is included in the City's Trails Master Plan and a significant portion of it is already built within the City limits. When complete, this north-south trail will become part of the multi-jurisdictional I-25 Regional Trail with direct connections spanning from Northglenn, through Westminster, and north to Broomfield. It would provide access to regional public transportation and regional commercial centers including 980,000 square feet of shops, restaurants and entertainment venues at The Orchard Town Center.

This particular portion of the regional trail will provide 0.82 miles of accessible walking, jogging, and bicycling trails where none exist between 123rd and 128th Avenue within Tanglewood Creek Open Space. The new trail segments will directly link high-density residential areas to Adams County Secondary and High Schools, the Adams County School District 12 Stadium, and a major RTD Park n Ride location.

An underpass at 128th Avenue has already been constructed by the City in anticipation of this trail. Once the privately-owned property north of 128th is developed and Tanglewood Creek Trail is extended northward to Big Dry Creek Trail - a requirement of any developer - this trail will become part of a greater network of Regional trails providing broader connectivity throughout the City and to other jurisdictions.

Engineering design for the trail was initiated with Muller Engineering, Inc. in August 2012 after City Council approval. Staff worked with the consultant to prepare construction drawings and accurate cost estimates for budgeting and pursuit of an Adams County Open Space Grant. Staff pursued this grant and was awarded \$434,000 for construction of this project in May 2013. A portion of the City's matching funds (\$83,592) for the grant received are allocated from the Adams School District 12 School Land Dedication Fee fund. This account is intended to fund acquisition of school sites and public improvements adjacent to Adams County School District 12 facilities. The City has an Intergovernmental Agreement (IGA) with District 12 related to Mountain Range High School that calls for the City to construct a trail along Tanglewood Creek south of 128th Avenue. This project specifically address and meets the commitments made with the IGA for these funds.

Staff solicited construction bids for the work June 17, 2013. The bids received on July 24, 2013 are as follows:

Contractor	Base Bid	Bid + Alternate 3 (temporary irrigation system)
T2 Construction, Inc.	\$624,383.47	\$664,424.47
Arrow J, Inc.	\$638,862.23	\$678,378.95
GoodLand Construction, Inc.	\$646,725.15	\$695,120.15
ECI Site Construction Management, Inc.	<i>no bid</i>	<i>no bid</i>

The Engineer’s Estimate of Probable Cost for the project, including Alternate 3, was \$744,000. Staff recommends award to T2 Construction, Inc. for the Base Bid construction contract plus Add Alternate 3 for installation of a temporary irrigation system. T2 Construction, Inc. has successfully completed projects for the City in the past, and is currently completing construction at Jessica Ridgeway Memorial Park. Additional funds beyond the Base + Alternate 3 bid are necessary for irrigation water, billed to the contractor and reimbursed by the City at actual cost, which Staff estimates at \$20,000.

A separate item within the project is stabilization of the creek channel in the immediate vicinity of the trail. A drop structure is necessary to stabilize the eroding creek channel, reduce the rate of vegetative die-off in the area due to erosion, and create a stable riparian and wetland area. The structure is located directly within the creek channel and a very well established wetland which the City intentionally preserved as Open Space. Due to the exceptional Open Space quality and proximity to this regional trail, Staff strongly believes any engineered appurtenance in this area should appear natural and blend in with the surroundings. However, a drop structure of this nature requires a significant amount of experience, skill and aesthetically-driven workmanship to construct. Staff researched the work of other likely vendors with the conclusion that their work would be unacceptable for this application. In the best interest of the City, Staff recommends contracting separately and directly with Colorado Hardscapes, Inc., as a sole-source vendor to construct this sculpted concrete drop structure. The Engineer’s Estimate of Probable Cost for this portion of work was \$27,300. Staff solicited a bid for this specialized portion of work from Colorado Hardscapes in June 2013. At \$23,950, or 3% of the total project cost, the work is financially a small portion of the overall project, but of great aesthetic importance, and it is in the best interest of the City to pursue Colorado Hardscapes, Inc.

A Contract Amendment for Muller Engineering Company, Inc. will allow the design engineer to perform construction administration services for the sculpted concrete drop structure Muller Engineering’s original contract amount, authorized by City Council in 2012 for \$60,113 should be increased by \$13,062 to \$73,175.

A final item necessary for the project is testing of subgrade and concrete materials during construction. This will be completed by a third party and contracted directly with the City. Separately contracting the testing services to a third party avoids a potential conflict of interest if testing were provided by the general contractor’s own subcontractor. Staff is allocating \$4,750 toward this testing service.

A summary of costs anticipated for this project as follows:

T2 Construction, Inc.: Base Bid + Add Alternate 3 + Irrigation water (\$20k estimate)	\$684,424.47
Colorado Hardscapes, Inc.: Sculpted Concrete Drop Structure	\$23,950.00
Contingency: 7%	\$49,586.21
Various Vendors: Soils & Concrete Materials Testing	\$4,750.00
Muller Engineering Company, Inc: Construction Administration	\$13,062.00
Project Total	\$775,772.68

The following funding is available to allocate toward the Tangelwood Creek Trail project:

Tanglewood Creek Trail Account*	\$517,592.00
POST Trail Development	\$258,180.68
Total Available Funding	\$775,772.68

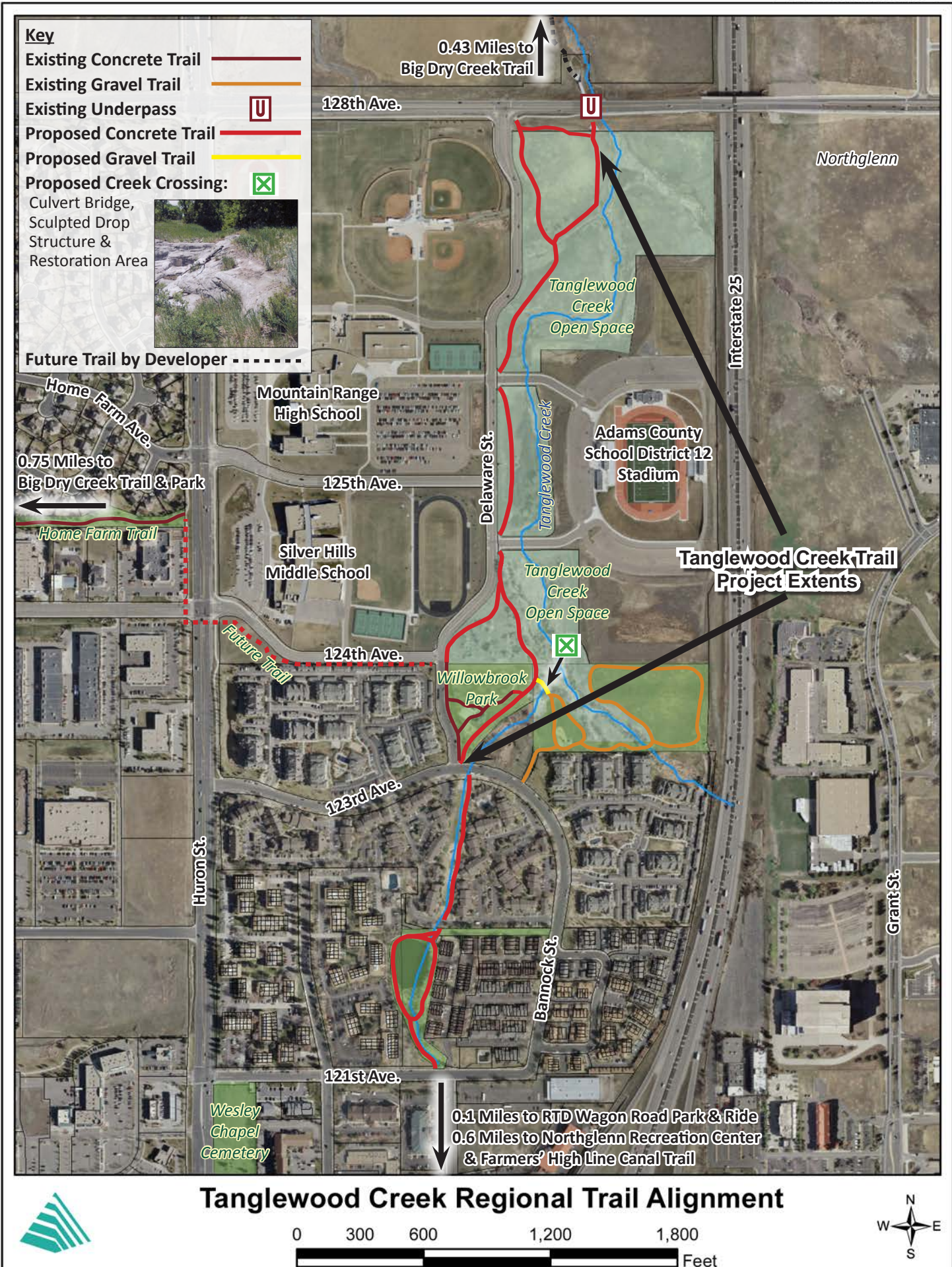
*\$517,592 appropriated by City Council on second reading August 12, 2013 includes \$434, 000 from the Adams County Open Space Grant and \$83,592 from the City’s Adams County School District 12 School Land Dedication Fee Fund

This project supports the City’s Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services” and “Beautiful and environmentally Sensitive City” by increasing revenues supporting defined City projects, investing in well-maintained and sustainable city infrastructure, and maintaining open space consistent with defined goals.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Vicinity Map





Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Countryside Park Playground Renovation Contract

Prepared By: Sarah Washburn, Landscape Architect II
Rich Dahl, Parks Services Manager

Recommended City Council Action

Authorize the City Manager to execute contracts with Triple M Recreation LLC in the amount of \$151,000 for demolition, playground equipment purchase and installation, and safety surfacing installation; authorize a 10% contingency in the amount of \$15,100; authorize Staff to purchase site furnishings from various vendors in the amount not to exceed \$15,000; and authorize Staff to obtain painting services from various vendors in an amount not to exceed \$5,000 for a total project cost of \$186,100.

Summary Statement

- Countryside Park is located at 10470 Oak Street and was constructed in 1976. The playground area was renovated 18 years later in 1994. Based on Staff assessment of the playground in 2012 and continual monitoring for safety compliance, this playground is once again due for renovation. Capital Improvement Project (CIP) funding was budgeted for this purpose in 2013.
- Bids were solicited from five reputable consultants for playground equipment design, equipment delivery, and installation, with Triple M Recreation LLC submitting the lowest bid for the highest quality play value meeting the “nautical” theme requested by Staff.
- Staff will obtain specialized services or directly purchase other components for this renovation, scheduled to be complete by late Fall of 2013.

Expenditure Required: \$186,100

Source of Funds: General Capital Improvements Fund, Park Renovation Project

Policy Issue

Should the City proceed with the playground renovation at Countryside Park?

Alternatives

1. City Council could choose to not authorize the renovation of Countryside Park and decide to invest that money in another park renovation project. Staff does not recommend this option, as this project is identified in the Parks and Recreation Master Plan, funds are budgeted, and the areas identified for renovation are in need of updating.
2. City Council could direct Staff to reduce the scope of the project. Staff does not recommend this option at this time, as further revisions could delay the project construction schedule and prime construction months for this project would be lost. The “window” for playground safety surfacing is essentially May – October due to consistent warm temperatures needed for surfacing curing.
3. City Council could choose to delay the project until 2014. Staff does not recommend this alternative as the project has already been delayed to initiate the unanticipated park renovation at Jessica Ridgeway Memorial Park, and Staff has other renovation projects already identified as priorities in 2014. Delaying this project to 2014 will likely also delay the 2014-identified projects.

Background Information

The Department of Parks, Recreation and Libraries is pursuing a playground area renovation at Countryside Park. With an area over 7,000-square feet and located adjacent to the Countryside Pool and Recreation Center, the playground is a destination play area. This playground also serves City-operated Summer Camp programs based from Countryside Recreation Center. Three major elements comprise this renovation:

- **Playground Renovation:** This playground was identified by the Department of Parks, Recreation and Libraries as in need of renovation in 2012. Funds were budgeted for 2013 and Staff intended to proceed with the renovation in Spring 2013. However, in the Fall of 2012, priorities shifted in the Parks Renovation Program and the intended 2014 renovation of Chelsea Park – now Jessica Ridgeway Memorial Park – was moved to 2013, and the 2013 renovation at Countryside Park was placed on a lower priority.

While the play equipment still meets safety standards, this is a high priority renovation and Staff recommends proceeding with the project now. Some portions of the 19-year old playground have ADA-accessible play events, but the surfacing is primarily inaccessible sand. Those elements that are ADA-accessible are served by a rubber-tile-over-concrete system that has become an unsustainable maintenance issue for Staff. Furthermore, some of the playground’s “nautical” themed events – designed to coordinate with the iconic concrete “whale tail” that will remain in the new design – have been lost due to vandalism or safety concerns over the years. Overall, this mundane playground is not meeting the City’s standards for park quality.

Staff proposes to demolish and recycle where possible all play equipment with exception of the “whale tail.” The consultant will provide demolition services, furnish and install new play elements complementing the nautical theme, and install barrier-free safety surfacing across the entire area.

- Shelter Renovation: With exception of the paint, the existing picnic shelter is in good condition not warranting replacement. This structure will be professionally cleaned and repainted with a durable, UV-resistant industrial paint designed to last as long as the new playground equipment.
- Site Amenities Upgrade: Existing site furnishings will be replaced to meet current ADA standards.

Proposals were solicited from five playground Consultants representing various playground equipment manufacturers, with a target budget of \$135,000 for their portion of work. For the purposes of equitable comparison, all manufacturer representatives assumed the same square footage of Safety Surfacing, knowing this would likely be revised later.

CONSULTANT	PLAY EQUIPMENT COST	DEMOLITION, INSTALLATION SAFETY SURFACING, FREIGHT, ETC.	DISCOUNT, IF APPLICABLE	TOTAL
Triple M Recreation LLC	\$106,401	\$54,587	-\$25,988	\$135,000
Rocky Mountain Recreation, Inc.	\$64,613	\$70,280	\$0	\$134,893
Recreation Plus, Ltd.	\$68,275	\$66,690	Freight discount	\$134,965
Churchich Recreation, LLC	Not specified *	Not specified *	Not specified *	\$135,000
Children’s Playstructures & Recreation	\$53,644	\$81,352	\$0	\$134,996

* Did not provide cost breakdown per the RFP instructions.

Staff evaluated the play value per dollar, product quality, and design theme of each proposal. Staff’s ratings, with 1= lowest and 5 = highest, are as follows:

CONSULTANT	PLAY VALUE	PRODUCT QUALITY	DESIGN THEME	OVERALL SCORE
Triple M Recreation LLC	4	5	5	14
Rocky Mountain Recreation, Inc.	4	5	3	12
Children’s Playstructures & Recreation	3	5	3	11
Churchich Recreation, LLC	3	5	3	11
Recreation Plus, Ltd.	2	4	1	7

Staff worked with Triple M Recreation, LLC, the highest-scoring Consultant offering the best value and most notable design, to further develop their plan prior to proceeding with Contract Award. This Consultant’s design complements the whale tail in multiple ways. The dominant element is a unique, interactive lighthouse play feature that will be the most recognizable element from outside the site. The lighthouse is attached to a “castaway island” style structure designed for larger children. A smaller “schooner” play feature is designed for younger children and is located closer to the picnic shelter.

The increase in cost from Triple M Recreation’s original proposal price of \$135,000 to the recommended amount of \$151,000 includes a more accurate estimation of Safety Surfacing area based on actual product selection, further increases in value to park users with addition of a completely inclusive stand-alone rocking event, and addition of swings. Staff felt these additions were important due to the park’s location adjacent to a recreation center and as a base for City Summer Camps. Overall, the products selected will increase the use and elevate perceptions of this unique destination park for the entire Countryside area.

SUBJECT: Countryside Park Playground Renovation Contract

Page 4

Staff will be contracting services to paint the shelter and renovate serviceable site furnishings using City authorized bidding and purchasing procedures for a total cost not to exceed \$5,000. Staff anticipates directly purchasing and installing site amenities from various vendors using City authorized bidding and purchasing procedures for a total combined cost not to exceed \$15,000.

This project meets City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Countryside Park Location Map



LOCATION MAP
Countryside Park Playground
10470 Oak St, Westminister, CO





Agenda Item 8 E

Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Radio System Capital Improvement Project Purchase of Portable and Mobile Radios and Related Equipment

Prepared By: Lee Birk, Chief of Police
Doug Hall, Fire Chief
Russ Bowers, Public Safety Communications Administrator
Nelson Martinez, Technical Services Coordinator

Recommended City Council Action

Approve the purchase of 650 citywide portable and mobile radios and related radio equipment from Motorola and Tait Communications in the amount of \$1,273,283.

Summary Statement

- The City of Westminster Police Department solicited bids from three radio vendors: Harris, Motorola and Tait. Based on the results of the bids, and staff review and evaluation of the radios, Motorola and Tait are recommended based on pricing and quality and overall features of the radios proposed.
- Staff has determined that public safety (Police and Fire), require features, functions and capabilities on their radios that other City users such as Public Works and Parks, Recreation and Libraries do not. Consequently, different brands and models are being recommended for those departments at a cost that is considerably less per radio.
- The current citywide radio inventory consists of a total of 760 mobile and portable radios. Staff has undertaken a critical review of the existing inventory and the number of radios to ensure efficient and effective service delivery and has concluded that the number of radios citywide can be reduced. Staff is recommending a reduction of 14% (110 radios) for a total of 650 radios. Of this total, 411 are portable (hand held) radios and 239 are mobile (vehicle mounted) radios.
- These radios are within the amount authorized by City Council in the General Capital Improvement Citywide Radio System Project.

Expenditure Required: \$1,273,283

Source of Funds: General Capital Improvement Fund - Citywide Radio System Project (\$832,179)
General Capital Outlay Replacement Fund--Public Safety Tax (\$20,000)
2012 UASI Grant Funding (\$276,500)
2012 Assistance to Firefighter Grant Funding (\$144,604)

Policy Issue

Should the City proceed with the purchase of 411 portable radios and 239 mobile radios in 2013 from the recommended vendors, Motorola and Tait?

Alternatives

1. Do not authorize the purchase and instruct staff to re-bid. This alternative is not recommended as the bids submitted are from leading and reputable radio manufacturers and are believed to be cost competitive.
2. Do not purchase some or all of the 411 portable radios and 239 mobile radios. This alternative is not recommended because these selected P25 radios are necessary for the completion of the P25 radio system project cutover, scheduled for November, 2013.

Background Information

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

On January 28, 2013, City Council authorized the purchase and installation of P25 radio system infrastructure in the amount of \$2,383,975. This expenditure included all necessary components for the radio system itself, but not individual subscriber radios. Over the past several months, Staff has field tested portable (hand held) and mobile (vehicle mounted) radios from several manufacturers. Due to the non-proprietary nature of the P25 system, Staff is able to consider multiple radio options, thereby creating a situation where vendors are offering more competitive pricing. On July 23, 2012, City Council authorized the Police and Fire Departments to pursue the Assistance to Firefighters Grant (AFG) in the amount of \$144,604. The City of Westminster was notified of a successful award of this grant in January 2013. This grant allows for the funding of portable and mobile radios for Fire personnel. The AFG grant funding requires matching funds of approximately 20% (\$36,150). However, the AFG requires that the City purchase all the radio equipment and then the grant will reimburse the City \$144,604, after the purchase. On August 12, 2013, City Council passed on first reading the appropriation of \$144,604 from the AFG Grant to the Citywide Radio System General Capital Improvement Project (CIP). Second reading for the appropriation is scheduled for the August 26, 2013 Council Meeting.

In addition to the AFG Grant, in March 2012, City Council authorized the Police Department to proceed with a grant application to the Department of Homeland Security (DHS) Regional Grant. The City of Westminster was notified of a successful award of this grant in January 2013. This grant is provided through the Urban Area Security Initiative (UASI) program and is in the form of equipment and there is no cash distribution. The total equipment purchase authorized through the DHS grant is \$276,500 and requires a match of \$73,500, which is budgeted in the CIP.

Both of these grants will provide funding assistance for the purchase of mobile and portable radios for public safety personnel. To date, \$832,179 in carryover funds (Council approved appropriation into the Citywide Radio Replacement Project on August 12, 2013); \$421,104 in grant funding and the transfer of \$20,000 from GCORF will be utilized for the radio purchases associated with the Radio System Replacement Project.

The City of Westminster Police Department solicited bids from three separate radio vendors: Harris, Motorola and Tait. Strict “apple to apple” price comparisons are somewhat challenging as each radio manufacturer approaches design features and functions differently, some include these in a basic model, while others are an option or an upgrade. Based on the initial response to the bid solicitations, Harris was the most expensive while Tait was the least. Staff carried on discussions and negotiations with the two lowest bidders in an effort to secure additional pricing discounts. Based on the results of the bids, on-going price negotiations and field testing, Motorola and Tait radios are being recommended.

The current citywide radio inventory consists of 760 mobile and portable radios. Staff has undertaken a critical review of the existing inventory and the number of radios to ensure efficient and effective service delivery and has concluded that the number of radios citywide can be reduced. Staff is recommending a reduction of 14% (110 radios), to a total of 650 radios. The 650 radios consist of 360 for Police, 91 for Fire and 199 for non-public safety departments (Public Works & Utilities and Parks, Recreation and Libraries).

Motorola is being recommended for all Public Safety radios (Police and Fire). Through extensive testing and evaluation, staff determined that Motorola has the best options and features available for our current and future P25 communication needs. As part of on-going discussions with staff, Motorola reduced the price of the mobile radios to match the low bid. The subsequent price for mobile radios is 53% below list price and a 43% discount below Western States Contractors Alliance (WSCA) pricing. With desired features and functions Motorola’s portable pricing was the most competitive and resulted in savings of 49% below list pricing and 25% below WSCA pricing.

Key features of the Motorola APX-6000 Series radios:

- P25 Trunking – Phase 1 FDMA and Phase 2 TDMA
- Voice Encryption
- GPS capable and Man-Down alert capable
- Advanced Noise Cancelling
- Advanced Ergonomic Design
- Dual Screen Displays with Gorilla Glass

Tait is recommended for replacement of all non-public safety radios including Public Works & Utilities and Parks, Recreation & Libraries. Tait offered a high quality P25 public safety grade radio that was at a very competitive price when removing public safety encryption capabilities and features.

Key features of Tait 9100 Series radios:

- Ease of operation: the user interface is identical across all the Tait P25 portables, mobiles and hand-held control heads
- P25 Trunking
- Man Down and Lone Worker for worker safety
- Public Safety Grade Durability
- Advanced Noise Cancelling

This recommended purchase meets Council’s Strategic Plan goals of Financially Sustainable City Government and Safe and Secure Community by supplying all public safety users and non-public safety users of the City of Westminster’s P25 radio system with rugged and dependable portable and mobile radios.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
August 26, 2013



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

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

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

Summary Statement

- As City Council is aware, the Westminster Municipal Code (W.M.C. or Code) is a codification of general ordinances of the City and serves as a major resource to Staff and citizens, both in print and electronically.
- Staff attempts to keep the Code current by regularly seeking Council approval of necessary amendments. Council has requested Staff to review and update the Code on a regular basis to maintain accuracy and ensure it is as free of errors as possible. In general, state, federal and city codes benefit from regular housekeeping measures such as those being proposed at this time for Westminster.
- Staff considers these proposed amendments to be primarily housekeeping in nature, but beyond the scope of authority granted to the City Clerk in Section 1-1-5, W.M.C., to correct errors of punctuation, capitalization, formatting, grammar and spelling, and internal references.
- Staff believes these amendments will improve the overall quality of the Code.
- City Council adopted this ordinance on first reading at the August 12, 2013, meeting.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **28**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Lindsey - Kaiser

A BILL

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

THE CITY OF WESTMINSTER ORDAINS:

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

CHAPTER 1

SIDEWALKS, ~~AND~~ CURBS AND GUTTERS

9-1-1: CONSTRUCTION

9-1-2: COMPLIANCE REQUIRED

9-1-3: NOTIFICATION FOR REPAIRS

9-1-4: FAILURE TO COMPLY

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

9-1-6: VIOLATION

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

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

CHAPTER 6

DISPOSAL OF ~~INFLAMMABLES~~ COMBUSTIBLES

9-6-1: TRASH

9-6-2: ASHES

9-6-3: OILY WASTE OR RAGS

9-6-4: VIOLATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Pro Tem

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



Agenda Memorandum

City Council Meeting
August 26, 2013



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

Prepared By: Heather K. Ruddy, Community Development Program Planner

Recommended City Council Action

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

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading.
- This Councillor's Bill was passed on first reading on August 12, 2013, appropriating the City's 2013 Community Development Block Grant (CDBG) funds in the amount of \$591,925, awarded by the U.S. Department of Housing and Urban Development (HUD).
- The 2013 CDBG allocation was designated to fund the 2013 CDBG projects, pursuant to City Council approval on December 10, 2012.
- The amount awarded to the City represents a 13.1 percent increase over the City's 2012 award of \$523,309.

Expenditure Required: \$591,925

Source of Funds: 2013 Community Development Block Grant Funds

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **29**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Major - Lindsey

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

THE CITY OF WESTMINSTER ORDAINS:

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

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

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

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

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

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

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

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

ATTEST:

Mayor Pro Tem

City Clerk



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Second Reading of Councillor’s Bill No. 30 re 2012 Assistance to Firefighters Grant Supplemental Appropriation

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

Recommended City Council Action

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

Summary Statement

- The communication equipment currently being utilized by the City is 21 years old. The system serves both emergency and non-emergency radio users, to include Police, Fire, EMS, Public Works and Utilities, Community Development, and Parks, Recreation and Libraries. The current radio system and equipment is reaching end of life status and will not be replaceable because of technology enhancements and the unavailability of replacement parts.
- In 2011, a capital improvement project was established to replace the aging radio system with a new technology P25 Digital Interoperable Simulcast Radio System. This project will update the radio technology and will allow for enhanced safety for the community, interoperability with surrounding agencies, as well as reliable and dependable service and communications.
- On January 28, 2013, City Council authorized the purchase and installation of P25 radio system infrastructure in the amount of \$2,383,975. This expenditure included all necessary components for the radio system itself, but not individual subscriber radios. The consideration of the proposed purchase of these radios is on Monday night’s City Council agenda for consideration.
- In 2012, Council previously authorized the Police and Fire Department to pursue the Assistance to Firefighters Grant (AFG), which would require approximately 20% in matching funds. This grant would provide resources to help purchase mobile and portable radios for the Fire Department. In January 2013, the Police and Fire Departments were notified that the City was awarded the AFG grant in the amount of \$144,604, which requires a match of \$36,150.
- This Councillor’s Bill was passed on first reading August 12, 2013.

Expenditure Required: \$144,604
Source of Funds: General Capital Improvement Fund – Citywide Radio System Project

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **30**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Winter - Major

A BILL

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

THE CITY OF WESTMINSTER ORDAINS:

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

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

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

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

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

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

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

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

ATTEST:

Mayor Pro Tem

City Clerk



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor's Bill No. 31 re Amend W.M.C. Section 9-8-3 Infrastructure Fee

Prepared By: Barbara Opie, Assistant City Manager
Steve Smithers, Deputy City Manager
Tammy Hitchens, Finance Director
Mike Smith, Public Works & Utilities Director

Recommended City Council Action

Pass Councillor's Bill No. 31 on first reading amending Section 9-8-3 of the Westminster Municipal Code concerning the implementation dates of the Infrastructure Fee increase.

Summary Statement

- City Council adopted an Infrastructure Fee in 2007 to help address the growing costs of the concrete replacement program and offset a portion of the City's streetlight costs. As part of the 2011/2012 Budget adoption, the Infrastructure Fee was increased from three dollars per month to six dollars per month to be implemented over a three year period (2011-2013). This increase was adopted to help address the significant cost increases the City continues to experience with critical street infrastructure needs.
- The second and third year increases of the adopted infrastructure fee increase were not implemented as scheduled due to an error, which means that the rate as billed to the customer, remains at \$4.00/month. The City did not collect the increased amounts budgeted for 2012 and to date for 2013. Unless the fees are implemented at some point, the City will forego approximately \$720,000 annually. At the \$4/month rate that is now billed on the utility bill, the City did collect, and continues to annually collect, the additional \$360,000 that was budgeted starting in 2011.
- City Council directed Staff at the August 5 Study Session to return with official action for City Council to amend the implementation of the rate increase from \$4.00/month to \$5.00/month to be effective January 1, 2014, and from \$5.00/month to \$6.00/month to be effective January 1, 2015. The attached ordinance amends the Westminster Municipal Code to reflect the modified implementation dates.

Expenditure Required: \$0

Source of Funds: General Fund – Infrastructure Fee

Policy Issue

Does City Council wish to amend the adopted Infrastructure Fee increase as proposed?

Alternative

City Council could direct Staff to prepare an ordinance to repeal years two and three of the adopted Infrastructure Fee increase, amend the implementation dates as outlined, or modify the fee in some other manner.

Background Information

City Council was informed at the July 15 Study Session that an error was made and the second and third year increases of the adopted infrastructure fee increase were not implemented, which means that the rate, as billed to the customer, remains at \$4.00/month. The City did not collect the increased amounts budgeted for 2012 and to date for 2013. Unless the fees are implemented at some point, the City will forego approximately \$720,000 annually.

Based on follow up discussion with City Council at the August 5 Study Session, City Council directed Staff to return with official action for City Council to amend the implementation of the rate increase. The attached ordinance revises Section 9-8-3 of the Westminster Municipal Code, amending the implementation dates of the Infrastructure Fee to 2014 and 2015, increasing from \$4.00/month currently to \$5.00/month in 2014 and \$6.00/month in 2015. The increase would result in an additional \$12 per year per resident for this fee in 2014 and help fund the City's rising costs of providing street lights (electricity and maintenance) and concrete replacement (curb, gutter, sidewalk). In 2012, the City spent \$2,064,039 on street light costs (electricity and maintenance) and \$1,225,233 on concrete repair and replacement. The budget in 2013 for street lights totals \$2,253,438 and it is anticipated that the City will spend approximately \$984,000 on concrete repair and replacement (approximately \$829,000 was budgeted for concrete replacement in 2013). The amount for concrete repair and replacement can vary annually based on the existing physical conditions of a street to be rehabilitated; for example, an intersection to be improved may not currently have ADA accessible curb ramps and the Street Division ensures the replacement is compliant with current ADA regulations, which may cause the cost for concrete replacement to be higher than originally anticipated.

With the fee increase to \$5.00/month in 2014, Staff anticipates the Infrastructure Fee will generate approximately \$1.7 million in revenues. This level of revenue would cover approximately 55% of the City's anticipated street light and concrete replacement expenses (estimated at \$3.09 million) in 2014; conservatively assuming the same costs in 2015, the increase to \$6.00/month will cover approximately 65% of expenses. Xcel Energy rate increases and maintenance activities continue to place significant pressure on the City's street light budget. In addition, escalating costs and need for concrete repair continue to pressure the concrete repair and replacement program. The rate increase will assist the City in addressing escalating street light and concrete replacement costs, and other critical street infrastructure needs.

Staff will be communicating with the public to provide information on the Infrastructure Fee increases and the critical infrastructure needs that these fees will address.

Amending the implementation dates of the Infrastructure Fee supports all five of City Council's Strategic Plan Goals: Financially Sustainable Government Providing Exceptional Services; Strong, Balanced Local Economy; Safe and Secure Community; Vibrant Neighborhoods in One Livable Community; and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall, City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **31**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING SECTION 9-8-3 OF THE WESTMINSTER MUNICIPAL
CODE CONCERNING INFRASTRUCTURE PROGRAM FOR STREETLIGHT COSTS AND
CONCRETE REPLACEMENT**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 9-8-3 W.M.C., is hereby AMENDED as follows:

9-8-3: INFRASTRUCTURE FEE ESTABLISHED:

There is hereby established an Infrastructure Fee in the amount of three dollars (\$3.00) per month on each utility bill sent to an in-City consumer of City utility services. Effective January 1, 2011, the Infrastructure Fee shall increase to four dollars (\$4.00) per month on each utility bill sent to an in-City consumer of City utility services. Effective January 1, ~~2012~~2014, the Infrastructure Fee shall increase to five dollars (\$5.00) per month on each utility bill sent to an in-City consumer of City utility services, and effective January 1, ~~2013~~2015, the Infrastructure Fee shall increase to six dollars (\$6.00) per month on each utility bill sent to an in-City consumer of City utility services. All proceeds of the Infrastructure Fee will be used to offset the City's costs in providing concrete replacement and streetlighting services.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor's Bill No. 32 re Amend W.M.C. Title XV, Chapter 1 Purchasing Procedures

Prepared By: Hilary Graham, Deputy City Attorney
Barbara Opie, Assistant City Manager
Gary Newcomb, Accountant
Joe Lachermeier, Purchasing Officer

Recommended City Council Action

Pass Councillor's Bill No. 32 on first reading amending Title XV, Chapter 1 of the Westminster Municipal Code concerning Purchasing Procedures.

Summary Statement

- Title XV, Chapter 1 of the W.M.C. guides contracting and purchasing procedures for commodities and services bought by the City of Westminster. Per the City Charter, the City Council establishes the parameters for the purchase of goods and services, including how and when purchasing authority is delegated by Council to the City Manager for previously budgeted expenditures.
- This part of the Code was last amended in 2002 and, since that time, certain provisions within it have proven cumbersome. The proposed revisions are an attempt to streamline those more cumbersome provisions, especially as to how amendments to purchase agreements are reviewed and approved (more commonly referred to as change orders). Also proposed is an increase to the City Manager's purchasing authorization level to \$75,000 or less.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issues

1. Does City Council wish to amend Title XV, Chapter 1, to improve and clarify some provisions that have proven difficult to apply in practice?
2. Does City Council wish to increase the formal bidding requirement from \$30,000 to \$50,000?
3. Does City Council wish to increase the purchasing authorization level of the City Manager for items already approved in the adopted City Budget? If City Council increases the City Manager's purchasing authorization level to \$75,000, does City Council want to retain the City Manager's authorization to waive bidding requirements for purchases for \$50,000 or less (i.e., not increase it to match the purchasing authorization level of \$75,000)?

Alternatives

1. City Council could direct Staff not to amend Title XV, Chapter 1, as proposed. Instead, City Council could direct Staff to align the requirement for comparative bids with the City Manager's current expenditure level but retain the current parameters for when amendments to purchase agreements (i.e., change orders) are reviewed and approved. This is not recommended as the current language in the Code for change orders is confusing and cumbersome.
2. City Council could direct Staff to move forward with Title XV, Chapter 1, revisions as proposed without altering the City Manager's purchasing authorization level.
3. City Council could direct Staff to revise Title XV, Chapter 1, with an increase to the City Manager's purchasing authorization level to \$75,000 and as part of that revision, align the City Manager's ability to waive bidding requirements to the \$75,000 level rather than \$50,000 as included in the attached ordinance.

Background Information

City Council reviewed the attached proposed amendments to Title XV, Chapter 1 at the August 5 Study Session. The last update to this section of the Westminster Municipal Code (W.M.C.) occurred in 2002. At that time, Staff updated the internal administrative memorandum with additional refinements to ensure internal controls were in place to meet the intent of the Code. Since 2002, Staff has been compiling comments and critiques about how the process works in practice. Based on this information and experience, Staff is recommending some adjustments to the W.M.C. to help clarify and streamline the purchasing procedures. A significant amount of ongoing confusion surrounds W.M.C. 15-1-7, "Amendments to Purchase Agreements," which has been in place since 1993. This section of the Code established the 5% and 10% rules for when the City Manager can approve amendments to Council-approved expenditures (more commonly referred to as change orders) and is proposed to be revised with this update.

Proposed Changes to Title XV, Chapter 1 of the W.M.C. – The attached ordinance shows proposed changes to that provision as well as other housekeeping clean up. The notable items recommended to be modified with the proposed amendment are as follows:

- Addition of "authorized expenditure" as a defined term, which is used within W.M.C. 15-1-7 and determines when City Council approval is required for purchase agreements and amendments to previously approved purchasing agreements (change orders). (W.M.C. 15-1-1)
- Addition of purchasing cards (p-cards) within the definition of purchase orders, as they are now in widespread use. (W.M.C. 15-1-1)
- Increases the City Manager's purchasing authority from purchases not exceeding \$50,000 to purchases not exceeding \$75,000. (W.M.C. 15-1-2)

- Clarification that purchases within the City Manager's expenditure authority in one fiscal year do not require Council approval. The intent of this change is to clarify that lower dollar agreements, with renewal options, are viewed on a fiscal-year basis and may be approved by the City Manager if that fiscal year amount is within the City Manager's purchasing authority. Such agreements will always be subject to TABOR's annual appropriation requirement and options to terminate, but these agreements will no longer be presented to Council for approval when one year of spending does not exceed the City Manager's purchasing authority. (W.M.C. 15-1-2(F))
- The dollar amount threshold for when formal bids need to be solicited. Currently, the bid threshold dollar amount is \$30,000. The proposed amendment would increase this amount so that formal bidding would not be required for purchases under \$50,000. For purchases under \$50,000, a minimum of three comparative price quotes will be required. (W.M.C. 15-1-4 and W.M.C. 15-1-6)
- Establishes that the City Manager may waive bid requirements based on certain parameters when the amount of the purchase does not exceed \$50,000. (W.M.C. 15-1-6(A))
- Addition to the Code the requirement that bids and price quotes be obtained every three years, subject to exceptions (not beyond 5 years) approved by the City Manager. This has been done in practice for many years but Staff feels it is appropriate to codify this requirement. (W.M.C. 15-1-4(C) and W.M.C. 15-1-6(B))
- Creation of an exception allowing professional service proposals to be exempt from the public opening requirement for bids and other types of proposals. This change is in response to concerns expressed by project managers that this requirement is inappropriate for professional service proposals when certain skills and experience are needed versus a specific deliverable, such as a commodity. (W.M.C. 15-1-5(C))
- Modification of amendments to purchase agreements (i.e., change orders) from the 5% and 10% rules for when the City Manager can approve amendments to Council-approved expenditures. With this change in place, when a purchase agreement is presented to City Council for initial approval, it will clearly identify the associated contingency and request that City Council approve the authorized expenditure for the total amount (i.e., the base contract plus contingency). Additional Council approval will not be required unless the purchase order amendment causes the purchase to exceed Council's authorized expenditure, which includes contingency. (W.M.C. 15-1-7)
- Revision of the bidder's prequalification process to remove the possibility of an appeal to the City Manager of a decision not to prequalify a bidder, as no legal obligation exists to provide this right to disappointed bidders. (W.M.C. 15-1-10(D))
- Revision of the bidder's prequalification process to recognize another public agency's prequalification of a contractor as a relevant factor. (W.M.C. 15-1-10(C)(12))

The proposed revisions to Title XV, Chapter 1, support the Strategic Plan goals of a Financially Sustainable Government Providing Exceptional Service by improving the City's cost containment and control measures. Staff believes the proposed revisions will continue to encourage efficient and, most importantly, responsible spending of public funds.

Staff proposes that these changes be effective January 1, 2014. This effective date will allow time for updates to appropriate Administrative Memoranda to be refined that provide further guidance to Staff on how the Code should be implemented internally. In addition, it will allow adequate time for appropriate training to occur internally prior to implementation of the revisions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **32**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTIONS 15-1-1, 15-1-2, 15-1-3, 15-1-4, 15-1-5, 15-1-6, 15-1-7, 15-1-10, and 15-1-12, OF THE WESTMINSTER MUNICIPAL CODE CONCERNING PURCHASING PROCEDURES

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 15-1-1, W.M.C., is hereby AMENDED as follows:

15-1-1: APPLICATION AND DEFINITIONS: (2138)

(A) This Chapter shall apply to every purchase agreement to which the City is a party.

~~(B)—The following terms shall be given the following meanings: The term "City Manager" includes the City Manager's designee.~~

~~"Authorized expenditure" means the amount of spending approved by City Council action for a specific purchase agreement, including any authorized contingency amount, and it may differ from the budgeted amount and from the purchase agreement amount. For amounts that do not exceed seventy five thousand dollars (\$75,000) "authorized expenditure" means the amount of spending approved by the City Manager, including any authorized contingency amount, and it may differ from the budgeted amount and from the purchase agreement amount.~~

~~(C)—The term "purchase agreement" means an agreement for the purchase of materials, equipment, supplies, personal services, or real estate~~

~~(D)—The term "personal services" includes construction, architectural, engineering, legal, consulting or other services which involve primarily the furnishing of labor, time or expertise.~~

~~(E)—The term "bids" means either bids or proposals submitted in response to a written invitation for bids or a request for proposals.~~

~~"Bids" means either bids or proposals submitted in response to a written invitation for bids or a written request for proposals.~~

~~"City Manager" means the City Manager and the City Manager's designee.~~

~~"Employee service" means all compensation and benefits, including insurance, provided by the City as an employer to its employees.~~

~~"Professional services" means architectural, engineering, legal, consulting or other services that involve primarily the furnishing of skilled labor, time or expertise.~~

~~"Purchase agreement" means purchase orders and contracts for the purchase of construction, professional services, or other services, or for the purchase of real estate.~~

“Purchase order” means the City’s standard computerized form used to purchase services, materials, equipment, supplies, goods, or commodities, and includes the City’s standard purchase order terms and conditions, as well as transactions made using a City-issued purchase card.

Section 2. Section 15-1-2, W.M.C. is hereby AMENDED as follows:

15-1-2: GENERAL REQUIREMENTS: (2138 2960)

(A) Every purchase agreement shall be evidenced by a written contract or by a ~~standard written or computerized~~ purchase order.

(B) ~~Every purchase agreement in an amount which exceeds fifty thousand dollars (\$50,000) shall be approved or ratified by City Council. An agreement for the purchase of utilities, postage, or employee services need not be approved by express action, but shall be considered approved by City Council if the budget appropriation for such purchase has been approved.~~ A purchase agreement for materials, equipment, supplies or ~~personal~~ professional services to be provided on an ongoing basis shall contain a maximum amount payable under the agreement or a termination date for the agreement.

(C) A purchase agreement ~~for materials, equipment, supplies or personal services to be provided on an ongoing basis shall contain a maximum amount payable under the agreement or a termination date for the agreement~~ in an amount that does not exceed the City Manager’s purchasing authority, hereby set at seventy five thousand dollars (\$75,000) or less, may be approved by the City Manager without separate Council action.

(D) ~~A purchase agreement in an amount of fifty thousand dollars (\$50,000) or less shall be approved by the City Manager.~~ Before any purchase agreement in an amount that exceeds seventy five thousand dollars (\$75,000) is executed, the City Manager shall certify that an appropriation has been made or that other sufficient funds such as bond proceeds, special assessments, or matching funds will be available to pay the amounts required in the purchase agreement. This subsection shall not apply to an individual agreement of employment with an employee or officer of the City.

(E) ~~A purchase agreement shall be submitted to the City Attorney and approved as to legal form and content before it is executed whenever the agreement is for the purchase of (1) personal services, (2) real estate, including leases, easements, or other real property interests, or (3) supplies, equipment or materials in an amount exceeding \$50,000. This Subsection (E) shall not apply to an employment agreement with an employee or officer of the City. No purchase agreement may be entered into with any person, firm or corporation in default to the City.~~

(F) ~~Before any purchase agreement in an amount of \$50,000 or more is executed, the City Manager shall certify that an appropriation has been made or that other sufficient funds such as bond proceeds, special assessments, or matching funds will be available to pay the amounts required in the agreement.~~ City Council Review. Every purchase agreement in an amount that exceeds seventy five thousand dollars (\$75,000) in one fiscal year, regardless of form, shall be presented to City Council so that Council may approve the authorized expenditure. However, the purchase of utilities, postage, or employee services need not be approved by express action, but shall be considered an authorized expenditure if the budget appropriation has been approved.

(G) City Attorney Review. Every purchase agreement, excluding purchase orders, shall be submitted to the City Attorney and approved as to legal form and content before it is executed. This subsection shall not apply to an individual agreement of employment with an employee or officer of the City.

Section 3. Section 15-1-3, W.M.C. is hereby AMENDED as follows:

15-1-3: PROHIBITION OF FINANCIAL INTEREST: (2138) ~~Every officer and employee of the City is expressly prohibited from knowingly:~~

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- (A) Seeking or accepting any personal gift or money rebate, directly or indirectly, from any person, company, firm or corporation in connection with a purchase agreement;
- (B) Underestimating or exaggerating requirements to a prospective bidder for the purpose of influencing bids;
- (C) Misrepresenting the quality of a bidder's products or services;
- (D) Influencing the City to enter into a purchase agreement ~~which that~~ will benefit the officer or employee either directly or indirectly.
- (E) Approving a purchase involving an amount in excess of one hundred dollars (\$100) in which any elective or appointive officer of the City or member of the officer's family has a pecuniary interest, as defined in ~~section~~Section 5.12 of the City Charter, without the unanimous approval of all members of the City Council.

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

15-1-4: FORMAL BIDDING REQUIRED: (2138 2960 3061)

(A) Formal bidding procedures shall be followed when the amount of a purchase exceeds ~~thirty-fifty~~ thousand dollars (\$~~3050,000~~), unless:

(1) City Council determines by unanimous resolution of those present at the meeting that the public interest will be best served by joint purchase with or from another unit of government, or

(2) City Council determines, upon recommendation of the City Manager, that the public interest will be best served by negotiated contract with a single vendor or contractor, or

- ~~(3) The amount of the purchase is fifty thousand dollars (\$50,000) or less and

 - ~~(a) The City Manager determines that the public interest will be best served by joint purchase with or from another unit of government, or~~
 - ~~(b) The City Manager determines that the public interest will be best served by negotiated contract with a single vendor or contractor.~~~~

(B) When the amount of the purchase ~~is does not exceed thirty-fifty~~ thousand dollars (~~\$350,000 or less~~), ~~formal bidding is not required and~~ the procedures in ~~section~~Section 15-1-6 ~~shall for informal bidding may comparative price quotes~~ apply.

~~(C) In case of emergency affecting the public peace, health or safety, City Council may waive all requirements for formal bidding. In such cases, the City Manager may direct the appropriate department head to procure emergency needs by informal, open market procedures, at no more than commercial prices, as expeditiously as possible. The City Manager shall present a full report of the circumstances necessitating the emergency action at the next City Council meeting. Formal bids must be obtained every three (3) years, except with permission from the City Manager.~~

(D) In case of emergency affecting the public peace, health or safety, City Council may waive all requirements for formal bidding. In such cases, the City Manager may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The City Manager shall present a full report of the circumstances necessitating the emergency action at the next City Council meeting.

Section 5. 15-1-5, W.M.C. is hereby AMENDED as follows:

15-1-5: FORMAL BIDDING PROCEDURES AND SELECTION CRITERIA: (2138 2960)

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(A) ~~An invitation for bids or request for proposals~~When formal bidding is required pursuant to Section 15-1-4, ~~unless prequalification of bidders applies pursuant to Section 15-1-10, at least five (5) days prior to the deadline for receipt of bids, a request or invitation for sealed bids~~ shall be published at least once in an area newspaper selected for maximum impact on prospective bidders, or shall be sent to three (3) or more potential ~~vendors/bidders, or contractors or~~shall be posted via electronic solicitation ~~at least five days prior to the deadline for receipt of bids or proposals.~~

(B) A bid bond or deposit shall be required when deemed necessary by the City Manager. If a bid is not accepted or a bidder is unsuccessful, the bid bond or deposit shall be refunded. When a bid is awarded, but the successful bidder fails to enter into a ~~contract~~purchase agreement within ten days of the award, the bid bond or deposit shall be forfeited.

(C) Sealed bids shall be opened in public at the time and place stated in the public notice, unless all bidders have been notified of a change in such time or place by written addendum. A tabulation of all bids received shall be available for public inspection. ~~Bids for professional services may be exempt from this requirement.~~

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(D) After the bids have been reviewed, ~~if the purchase will exceed the City Manager's purchasing authority,~~ the City Manager shall submit a report to City Council ~~which that~~ contains an analysis of the bids, a recommendation for an award, and the reasons for the recommendation. The purchase ~~agreement~~ shall be awarded to the lowest, responsible bidder meeting the bid specifications unless City Council determines ~~that,~~ after reviewing the City Manager's report ~~that,~~ the public interest would be better served by accepting ~~a higher~~another bid. ~~If the purchase will not exceed the City Manager's purchasing authority, the City Manager shall make the required analysis and decision.~~

(E) In determining whether the public interest would be better served by accepting a bid other than the lowest bid, the following factors shall be considered:

(1) The bidder's skill, ability, and capacity to perform the ~~personal~~ services or to furnish the materials, equipment or supplies required;

(2) Whether the bidder can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;

(3) The bidder's character, integrity, reputation, judgment, experience and efficiency;

(4) The quality of the bidder's performance of previous purchase agreements;

(5) The bidder's previous and current compliance with statutes, ordinances and rules relating to the purchase;

(6) The sufficiency of the bidder's financial resources necessary for the performance of the purchase agreement;

(7) The bidder's ability to provide future maintenance or service; and

(8) The number and nature of any conditions attached to the bid;

(F) ~~If the purchase will exceed the City Manager's purchasing authority, u~~pon recommendation of the City Manager, the City Council may reject all bids when it determines that such action is in the public interest. ~~If the purchase will not exceed the City Manager's purchasing authority, the City Manager may reject all bids upon making the same determination.~~

Section 6. 15-1-6, W.M.C. is hereby AMENDED as follows:

15-1-6: COMPARATIVE PRICE QUOTATIONS: (2138 2960)

(A) When the amount of a purchase ~~is does not exceed thirty-five thousand dollars (\$350,000), informal bids comparative price quotes given by telephone, in person, or less, comparative price quotations shall in writing from at least three (3) vendors or contractors will~~ be ~~obtained, required~~ unless:

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(1) The City Manager determines that the public interest would be best served by negotiated contract with a single vendor or contractor or by joint purchase with or from another unit of government, or

(2) The City Manager determines that the public interest would be best served by obtaining the goods or services through ~~a~~the formal bidding process.

(B) ~~When required, comparative price quotations shall be obtained from at least three vendors or contractors by telephone, in person, or by written document. Comparative price quotes must be obtained every three (3) years except with permission from the City Manager.~~

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Section 7. 15-1-7, W.M.C. is hereby AMENDED as follows:

15-1-7: AMENDMENTS TO PURCHASE AGREEMENTS: (2138 2960)

~~(A) The City Manager shall have authority to approve an amendment to a purchase agreement when the amount of original purchase agreement combined with the amendment does not exceed five percent of the original agreement or seventy five thousand dollars (\$75,000), whichever is greater, and the amount of the cumulative amendments) or when the amendment does not cause the purchase agreement to exceed ten percent of the original agreement or fifty thousand dollars (\$50,000), whichever is greater. Amendments, or change orders, to agreements City Council's authorized expenditure for the purchase of agreement. Even when no Council approval is required, change orders to construction services shall purchase agreements must be reported to City Council.~~

~~(B) All other amendments to a purchase agreement previously approved by City Council shall be approved or ratified by City Council.~~

Section 8. 15-1-10, W.M.C. is hereby AMENDED as follows:

15-1-10: PREQUALIFICATION OF BIDDERS: (2340 2960)

(A) The City Manager ~~or designee is hereby authorized to may~~ prequalify ~~contractors who wish bidders~~ to bid on ~~acertain~~ construction ~~project~~projects for the City. ~~The City Manager may exercise this authority when he determines that it is in the best interest of the City and:~~

~~_____ (1) A~~The particular ~~contract for~~ construction project requires:

~~_____ (a)~~ Complex or unusual construction techniques or expertise; or

~~_____ (b)~~ An unusually tight construction time; or

~~_____ (c)~~ Experience in a construction field not generally held by ~~general contractors~~others; or

~~_____ (2) The construction project has a projected budget of five hundred thousand dollars (\$500,000) or more (excluding design and related architectural/engineering tasks);~~

(B) ~~When~~If the City Manager ~~or designee has determined~~determines that a specific project ~~requires will require~~ prequalification of bidders; according to subsection (A) above, an invitation for pre-qualification will be issued in the same manner as is required for a request or invitation for sealed bids by Section 15-1-5(A) herein; a determination as to which bidders are prequalified shall be made according to subsection (C) below; and no bids will be received/accepted from any ~~person or firm~~bidder who has not been prequalified.

(C) ~~In order~~When reviewing responses to be considered invitations for prequalification ~~for such construction project, potential bidders shall furnish to the City evidence of the following and, when checking references,~~ the City may ~~ask about~~consider the following factors:

- (1) Availability of equipment necessary to accomplish the project;
- (2) Availability of trained personnel to accomplish the project;
- (3) Potential bidder's organization and technical staff with the size, training, experience and capability to accomplish the project;
- (4) Financial capability to perform the project;
- (5) Demonstrated experience in the type of work required for the project;
- (6) Satisfactory performance of similar projects, including but not limited to, compliance with all ~~contract~~ terms and specifications, satisfactory quality of workmanship, and consistent on-time performance;
- (7) Whether the ~~contractor~~potential bidder is in any jurisdiction under notice of debarment or debarred;
- (8) Whether the ~~contractor~~potential bidder has made false, deceptive or fraudulent statements in the application for prequalification or any other information submitted to the City;
- (9) Listing of all projects of the type and size for which prequalification is sought, or projects similar to it, performed by ~~contractor~~potential bidder within the last five (5) years, with name, address, and phone number of owner's representative on each project;
- (10) Any additional criteria necessary to determine qualification for the specific project; and
- (11) Statement of understanding that the City or City's agent will check any or all previous projects for evidence of quality of workmanship, compliance with contract terms, timeliness and other factors indicating ability to perform the project; ~~and~~

~~(12) Potential bidder's prequalified status with an authority or agency acceptable to the City.~~

(D) ~~Any contractor who is disqualified from bidding on a project by the prequalification process may request a reconsideration of his application for prequalification, by submitting a written request within five (5) days to the Project Manager from date of notification. The City Manager and the Project Manager shall meet with the contractor for such reconsideration within five (5) days of the contractor's request. The contractor may present additional information and request a summary of the information the City has used in its decision, but contractor will not be entitled to names of those persons the City contacted for references or the statements of reference. A decision not to prequalify a potential bidder is final and may not be appealed.~~

Section 9. 15-1-12, W.M.C. is hereby AMENDED as follows:

15-1-12: ACQUISITION OF WATER RIGHTS: (3442) Notwithstanding any other requirements of this Chapter, the City Manager is authorized to acquire water rights, through direct purchase or otherwise, without specific Council pre-authorization prior to such purchase, provided that the City Manager:

- (A) ~~ascertains~~Ascertain the value and benefit of such water rights by means of an appropriate engineering study, if necessary; and
- (B) ~~determines~~Determines that an expedited acquisition of such rights is necessary to preserve the health, safety and welfare of the citizens of Westminster; and

(C) ~~finds~~Finds that adequate funds have previously been appropriated for such acquisition; and

(D) ~~provides~~Provides a written report to the City Council advising the Council of any such purchase within twenty (20) days of the acquisition.

Section 10. This ordinance shall take effect on January 1, 2014.

Section 11. 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 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor's Bill No. 33 re 2013 2nd Quarter Budget Supplemental Appropriation

Prepared By: Karen Barlow, Accountant

Recommended City Council Action

Pass Councillor's Bill No. 33 on first reading, providing for a supplemental appropriation of funds to the 2013 budget of the General, Legacy Ridge, Heritage at Westmoor, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds.

Summary Statement

- At the end of each quarter, Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Quarterly supplemental appropriation requests are done to simplify administrative procedures and reduce paper work.
- General Fund amendments:
 - \$1,428,495 Carryover
 - \$89,168 Reimbursements
 - \$32,780 Grant Proceeds
- Legacy Ridge Fund amendments:
 - \$100,000 Carryover
 - (\$1,603) Lease Proceeds
- Heritage at Westmoor Fund amendments:
 - \$1,603 Lease Proceeds
- Sales and Use Tax Fund amendments:
 - \$1,028,903 Carryover
- Parks, Open Space, and Trails Fund amendments:
 - \$225,000 Carryover
- General Capital Improvement Fund amendments:
 - \$2,200,000 Transfers

Expenditure Required: \$5,104,346

Source of Funds: The funding sources for these budgetary adjustments include carryover, reimbursements, grant proceeds, lease proceeds, and transfers

Policy Issue

Does City Council support amending the appropriations for the 2013 budget of the General, Legacy Ridge, Heritage at Westmoor, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds (GCIF) as outlined?

Alternative

The alternative would be not to amend the 2013 budget appropriations for the General, Legacy Ridge, Heritage at Westmoor, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds and to utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them with their current budget or planned projects in anticipation of appropriation of these additional funds.

Background Information

The attached Councillor's Bill is a routine action addressing the need to adjust revenue and expenditure appropriations as a result of activities or events that were not anticipated during the normal budget process.

Staff recommends that \$2,682,398 of the 2012 carryover be appropriated as a transfer to the General Capital Improvement Fund from the General, Sales Tax, and POST funds with this Supplemental Appropriation. Additionally, staff recommends that \$100,000 of the 2012 carryover be appropriated as a transfer to the Heritage at Westmoor Fund from the Legacy Ridge Fund with this Supplemental Appropriation. This action is recommended so that the carryover funds will be located in the correct fund (GCIF and Heritage at Westmoor) and available for appropriation via the mid-year 2014 budget amendment for the Capital Improvement Program (CIP). The appropriation to the actual CIP program will be incorporated into the mid-year 2014 Budget review that City Council will consider in September. This is consistent with the change reviewed with City Council through the original carryover discussion in July and allows for greater transparency in appropriating the CIP.

The Fire Department received \$3,500 from the Regional Emergency Medical Trauma Advisory Council (RETAC). This grant is for supplies that will be purchased for the Senior Citizen academy. The funds are being appropriated to the Supplies account.

The Fire Department received \$618 from the West Metro Fire Protection District on behalf of the Colorado Urban Search and Rescue Task Force One. This reimbursement is for overtime incurred by fire personnel while assisting in the Hurricane Sandy alert phase from October 29 through October 31, 2012. The funds are being appropriated to the Salaries Overtime account.

The Police Department received \$70,978 from the Jefferson County Emergency Communications Authority Board (E911). This was reimbursement for the computer aided dispatch (CAD) portion of the Intergraph Corporation software maintenance agreement. The reimbursement is being appropriated to the department's Maintenance/Repair of Equipment account.

The Police Department received \$19,388 from the State of Colorado Department of Transportation for their participation in the 2013 High Visibility Impaired Driving Enforcement (HVIDE) campaign. The grant reimburses overtime incurred by enforcement officers while working the enforcement campaigns. The funds are being appropriated to the department's Overtime account.

The Police Department received \$9,274 from the State of Colorado Department of Transportation for their participation in the 2013 Law Enforcement Assistance Fund (LEAF) Grant. The grant reimburses overtime incurred by enforcement officers, and the funds are being appropriated to the department's Overtime account.

The Police Department received \$16,093 from the North Metro Task Force High Intensity Drug Tracking Area (HIDTA) as reimbursement for overtime incurred by the department’s Task Force members working on Federal HIDTA cases. The reimbursement from the Task Force was for overtime incurred from January through March 2013, and it is being appropriated to the department’s Overtime account.

The Community Development Department received \$1,591 from applicants to pay for Ken Fellman’s fees for legal services related to the review of telecommunication site lease applications. These funds are being appropriated to the department’s Professional Services account.

The Public Works and Utilities Department received \$506 in subrogation monies. This was for signs damaged throughout the City, and the funds are being appropriated to the Signing Materials account.

On February 11, 2013, City Council approved the purchase of golf carts and utility vehicles for Legacy Ridge Golf Course and Heritage at Westmoor Golf Course, and Council also approved the addition of this purchase to the City’s master lease program. The supplemental appropriation request was included on that Council agenda, and the budget was split evenly between the two golf courses. However, Heritage received one more cart than Legacy. This supplemental appropriation for \$1,603 is being requested in order to properly reflect the split of the lease proceeds between the two golf courses.

On July 08, 2013, the Westminster Housing Authority Board authorized the transfer of \$2,200,000 to the General Capital Improvement Fund. These funds are to be used to facilitate future affordable housing development in the TOD area. Therefore, Staff is requesting that these be appropriated to the South Westy TOD project.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	1000.40020.0000	\$1,492,641	\$1,428,495	\$2,921,136
Federal Grants	1000.40610.0000	35,000	618	35,618
State Grants	1000.40620.0000	49,480	28,662	78,142
Other County Grants	1000.40640.0000	0	3,500	3,500
Cell Tower App Review Fee	1000.41455.0000	0	1,591	1,591
Misc	1000.41460.0000	566	279	845
Reimbursements	1000.43080.0000	55,000	87,298	142,298
Total Change to Revenues			<u>\$1,550,443</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	10010900.79800.0750	\$75,129	\$1,428,495	\$1,503,624
Salaries OT-Investigation Section	10020300.60400.0344	197,500	16,093	213,593
Maint/Repair Equip-Records & Prop Section	10020300.66100.0343	144,067	70,978	215,045
Salaries OT-Traffic	10020500.60400.0348	55,000	28,662	83,662
Salaries Overtime	10025260.60400.0000	177,126	618	177,744
Supplies EMS	10025260.70200.0546	4,800	3,500	8,300
Prof Services	10030360.65100.0000	27,148	1,591	28,739
Signing Materials	10035450.72600.0000	53,716	506	54,222
Total Change to Expenses			<u>\$1,550,443</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2200.40020.0000	\$450,000	\$100,000	\$550,000
Lease Proceeds	2200.46005.0000	242,142	(1,603)	240,539
Total Change to Revenues			<u>\$98,397</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers Heritage	22010900.79800.0230	\$485,628	\$100,000	\$585,628
Other Equip Club Ops	22050720.76000.0249	242,142	(1,603)	240,539
Total Change to Expenses			<u>\$98,397</u>	

These appropriations will amend The Heritage at Westmoor Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Lease Proceeds	2300.46005.0000	\$242,141	\$1,603	\$243,744
Total Change to Revenues			<u>\$1,603</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Equip Club Ops	23050720.76000.0249	\$242,141	\$1,603	\$243,744
Total Change to Expenses			<u>\$1,603</u>	

These appropriations will amend Sales and Use Tax Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5300.40020.0000	\$2,007,463	<u>\$1,028,903</u>	\$3,036,366
Total Change to Revenues			<u>\$1,028,903</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	53010900.79800.0750	\$5,626,591	<u>\$1,028,903</u>	\$6,655,494
Total Change to Expenses			<u>\$1,028,903</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5400.40020.0000	\$1,341,139	<u>\$225,000</u>	\$1,566,139
Total Change to Revenues			<u>\$225,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	54010900.79800.0750	\$609,679	<u>\$225,000</u>	\$834,679
Total Change to Expenses			<u>\$225,000</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF WHA	7500.45000.0260	\$0	\$2,200,000	\$2,200,000
Total Change to Revenues			<u>\$2,200,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
South Westy TOD-WHA	81375030823.80400.8888	\$0	\$2,200,000	\$2,200,000
Total Change to Expenses			<u>\$2,200,000</u>	

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

The proposed action supports the City Council’s strategic goals of Strong, Balanced Local Economy, Financially Sustainable City Government Providing Exceptional Services, Safe and Secure Community, Vibrant Neighborhoods in One Livable Community and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **33**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2013 BUDGETS OF THE GENERAL, LEGACY RIDGE, HERITAGE AT WESTMOOR, SALES AND USE TAX, PARKS OPEN SPACE AND TRAILS, AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General, Legacy Ridge, Heritage at Westmoor, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds initially appropriated by Ordinance No. 3655 is hereby increased in aggregate by \$5,104,346. This appropriation is due to the receipt of funds from carryover, reimbursements, grants, lease proceeds and transfers.

Section 2. The \$5,104,346 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 C dated August 26, 2013 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$1,550,443
Legacy Ridge Fund	98,397
Heritage at Westmoor Fund	1,603
Sales and Use Tax Fund	1,028,903
Parks, Open Space, and Trails Fund	225,000
General Capital Improvement Fund	<u>2,200,000</u>
Total	<u>\$5,104,346</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor's Bill No. 34 re Bushnell Open Space Acquisition Grant
Supplemental Appropriation

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 34 on first reading appropriating funds received from the Adams County Open Space Grant Program in the amount of \$225,000 for the Bushnell open space acquisition grant.

Summary Statement

- Council previously authorized the Department of Community Development to pursue a grant in the amount of \$225,000 from the Adams County Open Space grant program for the acquisition of the Bushnell parcel located at 12620 Zuni Street (see attached map). Adams County awarded the grant to Westminster in the requested amount of \$225,000. The City will provide a cash match of \$225,000 using 2012 carryover funds in the POST land acquisition account.
- The City has executed a Purchase and Sale Agreement to purchase this property with a closing date of September 12, 2013.
- City Council action is needed to appropriate these grant funds.

Expenditure Required: \$225,000

Source of Funds: Adams County Open Space Grant

Policy Issue

Should the Adams County grant be appropriated to the Parks, Open Space and Trails Fund land purchase account to help pay for the acquisition of the Bushnell property?

Alternative

The alternative would be to decline the Adams County Open Space grant money. Staff does not recommend this alternative as the grant was awarded to the City to assist with the acquisition of the Bushnell property.

Background Information

Council previously authorized the Department of Community Development to pursue a grant in the amount of \$225,000 with the Adams County Open Space grant program for the acquisition of the Bushnell parcel located at 12620 Zuni Street for open space. Adams County awarded a grant in the amount of \$225,000 to be used towards the acquisition. The City plans to purchase this property on September 12, 2013.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Adams County Grant	5400.40640.0010	\$0	<u>\$225,000</u>	\$225,000
Total Change to Revenues			<u>\$225,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchase	54010900.76600.0000	\$841,139	<u>\$225,000</u>	\$1,066,139
Total Change to Expenses			<u>\$225,000</u>	

This acquisition fits with Council's goal of Beautiful and Environmentally Sensitive City by providing open space and trails to residents.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Councillor's Bill
- Vicinity Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **34**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2013 BUDGET OF THE PARKS, OPEN SPACE AND TRAILS FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the Parks, Open Space and Trails Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$225,000. This appropriation is due to the receipt of Adams County grant funds.

Section 2. The \$225,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 D, dated August 26, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Parks, Open Space and Trails Fund	<u>\$225,000</u>
Total	<u>\$225,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

ATTEST:

Mayor

City Clerk

City of Westminster Bushnell Property Open Space Acquisition

Zuni St






128th Ave

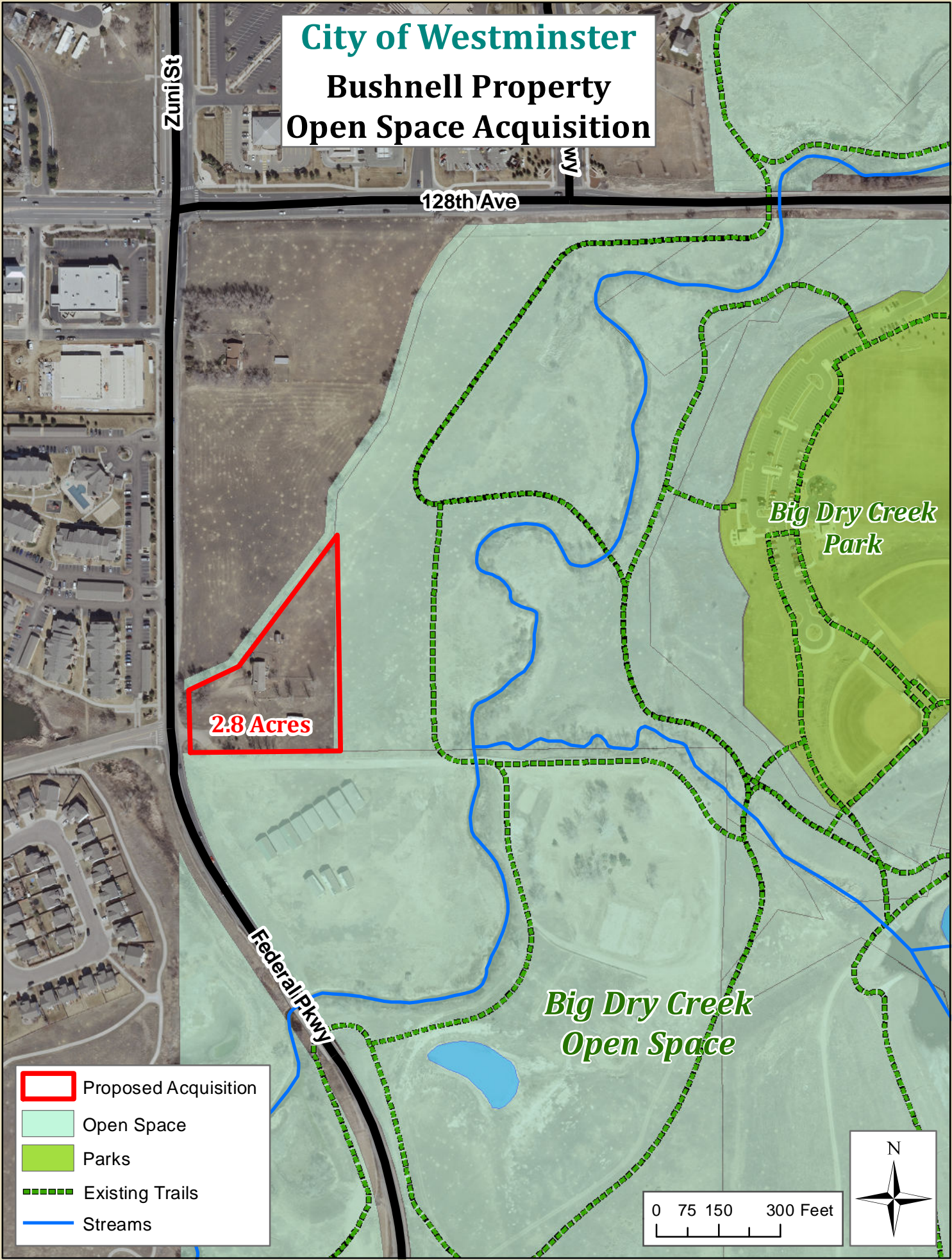
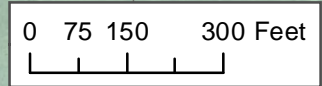
W

2.8 Acres

*Big Dry Creek
Park*

*Big Dry Creek
Open Space*

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





Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor's Bill No. 35 re Big Dry Creek Buffer Open Space Acquisition Grant Supplemental Appropriation

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 35 on first reading appropriating funds received from the Adams County Open Space Grant Program in the amount of \$607,899 for the Big Dry Creek Buffer open space acquisition grant.

Summary Statement

- Council previously authorized the Department of Community Development to pursue a grant in the amount of \$607,899 from the Adams County Open Space grant program for the acquisition of the Big Dry Creek Buffer parcel located at the southeast corner of 112th Avenue and Sheridan Boulevard (see attached map). Adams County awarded the grant to Westminster in the requested amount of \$607,899. The City provided a match of \$607,899 by waiving recovery fees owed to the City in this amount.
- The City has executed a Purchase and Sale Agreement to purchase this property and plans to complete this acquisition in September, 2013.
- City Council action is needed to appropriate these grant funds.

Expenditure Required: \$607,899

Source of Funds: Adams County Open Space Grant

Policy Issue

Should the Adams County grant be appropriated to the Parks, Open Space and Trails Fund land purchase account to help pay for the acquisition of the Big Dry Creek Buffer property?

Alternative

The alternative would be to decline the Adams County Open Space grant money. Staff does not recommend this alternative as the grant was awarded to the City to assist with the acquisition of the Big Dry Creek Buffer property.

Background Information

Council previously authorized the Department of Community Development to pursue a grant in the amount of \$607,899 with the Adams County Open Space grant program for the acquisition of the Big Dry Creek Buffer parcel located near the southeast corner of 112th Avenue and Sheridan Boulevard for open space. Adams County awarded a grant in the amount of \$607,899 to be used towards the acquisition. The City plans to purchase this property in September, 2013.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Adams County Grant	5400.40640.0010	\$0	<u>\$607,899</u>	\$607,899
Total Change to Revenues			<u>\$607,899</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchase	54010900.76600.0000	\$841,139	<u>\$607,899</u>	\$1,449,038
Total Change to Expenses			<u>\$607,899</u>	

This acquisition fits with Council's goal of Beautiful and Environmentally Sensitive City by providing open space and trails to residents.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Councillor's Bill
- Vicinity Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **35**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2013 BUDGET OF THE PARKS, OPEN SPACE AND TRAILS FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the Parks, Open Space and Trails Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$607,899. This appropriation is due to the receipt of Adams County grant funds.

Section 2. The \$607,899 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 E, dated August 26, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Parks, Open Space and Trails Fund	<u>\$607,899</u>
Total	<u>\$607,899</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

ATTEST:

Mayor

City Clerk

City of Westminster Big Dry Creek Buffer Proposed Open Space Acquisition



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

0 75 150 300 Feet





Agenda Item 10 F&G

Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor’s Bill No. 36 re Supplemental Appropriation and Agreement with the Colorado Department of Transportation for the US 36 Managed Lanes Project Land Exchange

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

1. Authorize the City Manager to execute an agreement with the Colorado Department of Transportation pertaining to the exchange of certain properties associated with the US 36 Managed Lanes Project; and authorize the expenditure of \$815,253 for upgrades to the US 36 Managed Lanes Project.
2. Pass Councillor’s Bill No. 36 on first reading appropriating money received from the Colorado Department of Transportation into the General Capital Improvement Fund.

Summary Statement

- In order to build the US 36 Managed Lanes Project, Colorado Department of Transportation (CDOT) needed additional rights-of-way for the widening of the highway. Many of the parcels needed for right-of-way were City-owned open space or other City-owned lands. City staff worked with CDOT officials to identify certain CDOT-owned properties located within Westminster that might comprise a reasonable and fair land exchange, especially with respect to the open space parcels that would be lost for right-of-way purposes.
- City staff and CDOT personnel agreed upon a list of CDOT-owned parcels that could be used in such a trade. An appraisal was performed by a licensed real estate appraiser, who was hired by CDOT and the City, to verify the equitability of the land exchange. The result of the appraisal indicated that the City should receive \$815,253 in addition to the property that the City requested.
- Staff is proposing that the monetary payment from CDOT be used to pay for various enhancements to the US 36 Managed Lanes Project. The following elements comprise the requested authorization of expenditures from the proceeds of this land exchange:

1. Wrought iron fence at the Promenade Underpass	\$ 55,551.72
2. Extra 2-feet of wrought iron fence at the Promenade Underpass crossing	\$ 1,369.43
3. Landscape design within the US36 ROW next to the WURP development	\$ 20,024.83
4. Landscape construction costs	\$378,792.32
5. Sheridan Bridge additional enhancements to center pier	\$ 29,497.70
6. Illuminated street name signs at the Sheridan bridge	\$ 20,000.00
7. LED highway street lights	<u>\$310,017.00</u>
Total	\$815,253.00

Expenditure Required: \$815,253

Source of Funds Proceeds from land exchange

Policy Issues

1. Should the City execute this agreement with CDOT that obligates the City to transfer ownership of strips of open space property along US 36 that are necessary to construct the US 36 Managed Lane Project and, in exchange, receive from CDOT several desirable parcels throughout the City plus \$815,253?
2. Should Council authorize the expenditure of the proceeds of this land exchange to further enhance numerous project elements along the US 36 corridor located within the City?

Alternatives

1. The City entered into a Memorandum of Understanding (MOU) on July 18, 2012 with CDOT relating to this land exchange. The subject of this Agenda Memorandum is the approval of the attached agreement that would formalize this understanding. An alternative to the proposed action would be to not approve this agreement. Staff does not recommend this alternative since CDOT and the City have been negotiating in good faith under the terms of the MOU. Staff believes that the results of these negotiations are very favorable to both parties.
2. Council could elect to not authorize the expenditure of the proceeds of this land exchange to pay for enhancements to the US 36 Managed Lanes Project. Staff does not recommend this alternative since these expenses are associated with project elements that meet Council's goals of a Safe and Secure Community (LED highway lighting) and a Beautiful and Environmentally Sensitive City (landscape enhancements, wrought iron fences and bridge enhancements).

Background Information

In 1995, the City of Boulder sponsored a study of various transportation related improvements and associated issues along the U.S. 36 corridor between I-25 and Foothills Parkway in Boulder. All governmental entities along this corridor as well as RTD, CDOT, various chambers of commerce and several private interests were invited to participate in this investigation. The City of Westminster was represented at all meetings of this group.

Following this effort, on February 12, 2001, City Council adopted Resolution No. 10 that demonstrated the City of Westminster's support of the findings of a US 36 Major Investment Study. This Regional Transportation District (RTD)-sponsored investigation was necessary in order to qualify the corridor for the receipt of federal funding for the US 36 improvements.

In July 2007, CDOT and its consultants completed the Draft Environmental Impact Statement (DEIS) for the reconstruction of US 36. This study assessed the environmental impact of a "no-build" alternative and two "build" alternatives. This led to the completion of the Final Environmental Impact Statement (EIS) and issuance of a Record of Decision (ROD) in December 2009.

Since then, CDOT has managed the preparation of a design/build Request for Proposals (RFP) along with the input and cooperation of RTD and the local agencies along the US 36 corridor, including the City of Westminster. The proposals submitted by the pre-qualified design/construction teams for this project were reviewed by all of the local agencies, RTD and CDOT, and resulted in the selection of the Ames/Granite Construction team. This team worked on the design of the project since March 2012. Construction is currently underway with an anticipated completion date of December 31, 2014.

To allow construction to proceed in a timely manner, the City entered into a Memorandum of Understanding (MOU) with CDOT relating to the use of City-owned property along the project limits that was needed for right-of-way. The City agreed to this approach but staff also proposed an exchange of this land for properties that CDOT owns throughout the City. These properties include:

- Parcel 300X, a 12.76 acre parcel at the southwest corner of 120th Avenue and Federal Boulevard;
- Parcel 78XREV, a 5.83 acre parcel between US 36, Observatory Heights Subdivision and 80th Avenue;
- Parcel 56XB, a 2.96 acre parcel between 112th Avenue, US 36 and the City-owned property south of 112th Avenue;
- Parcel 56XA, a 7.63 acre parcel between Wadsworth Boulevard, US 36 and the Lower Church Lake Open Space; and
- Parcel 55REVXA, a 0.29 acre parcel between 112th Avenue and the City-owned property at the southeast corner of 112th Avenue and US 36.

These Parcels are shown on the attachments to this Agenda Memorandum.

The value of all the CDOT-owned parcels that will be conveyed in fee to the City is \$1,672,254, and the portion of this value that will be conveyed in fee to the City as open space is \$1,027,622 as shown in the table below:

Parcel Number	Area in sq ft	Just Compensation
56XA	332,422 (7.63 acres)(OPEN SPACE)	\$471,663
56XB	129,036 (2.96 acres)	\$370,589
300X	555,959 (12.76 acres)(OPEN SPACE)	\$555,959
55REVXA	12,488 (0.29 acres)	\$19,981
78XREV	254,062 (5.83 acres)	\$254,062
TOTAL OF FUTURE OPEN SPACE PARCELS	888,381 (20.39 acres)	\$1,027,622
TOTAL	1,283,967 (29.5 acres)	\$1,672,254

The value of the existing City-owned open space parcels/easements being conveyed to CDOT as ROW is \$812,796 as shown in the tables below:

Fee Simple Parcels

Parcel	Area (sf)	Fair Market Value Per Appraisal	Open Space Value
4C	3,595	\$14,380	\$14,380
4D	812	\$7,511	\$7,511
4E	9,440	\$37,760	\$37,760
4F	1,394	\$5,576	\$5,576
4G	1,805	\$7,220	\$7,220
4H	18,355	\$73,420	\$73,420
4I (1/4 O.S.)	41,085	\$205,425	\$51,356
4J	2,995	\$6,739	\$6,739
4K	6,518	\$94,511	\$94,511
Subtotal	311,572(7.2 acres)	\$1,844,781	\$298,473

Easements (City retains ownership)

Parcel	Area (sf)	Fair Market Value Per Appraisal	Open Space Value
PE-4	12,320	\$16,170	\$16,170
PE-4A	92,293	\$295,338	\$295,338
PE-4B	36,336	\$145,344	\$145,344
PE-4G	3,765	\$5,506	\$5,506
SE-4	11,919	\$16,091	\$16,091
SE-4A	1,999	\$2,699	\$2,699
SE-4B	24,574	\$33,175	\$33,175
Subtotal	222,579	\$620,607	\$514,323
Total	534,151	\$2,465,388	\$812,796

As shown above, the value of the land that CDOT is exchanging with the City is more than that of the open space property that the City is giving up in this land exchange plus the City is trading fee simple ownership of 7.2 acres of existing open space land in exchange for 20.39 acres of CDOT land which will become open space, or a net increase of 13.19 acres. Therefore, it is staff’s opinion that there would be no adverse impacts to the overall open space program in the City.

In 2012, the City and CDOT hired Kevin Shea, Member Appraisal Institute, to perform an appraisal of all of the properties involved in the land exchange to ensure that the agreement is equitable to both parties. The results of the appraisals indicate a value for all of the CDOT parcels to be \$1,672,254 and a value for all of the City-owned parcels to be \$2,487,507. The difference of \$815,253 is the amount that CDOT will pay the City to make this land exchange equitable. Staff believes that the negotiations have resulted in a fair and balanced land exchange and recommend that Council approve this agreement.

Over the course of the design effort for the U.S. 36 Express Lanes Project, Staff has advocated and negotiated for certain elements or “betterments” to the project. These enhancements include landscaping improvements in highway rights-of-way on U.S. 36 adjacent to the WURP site, LED lighting along the mainline of the highway and at interchanges, aesthetic enhancements at the Promenade underpass bike trail and bridge underpass and additional aesthetic enhancements to the Sheridan Boulevard bridge. Based on the overall project timing, negotiated costs and benefits to be received by these betterments, Staff recommends use of the land swap funds for these purposes. Benefits include improved aesthetics in critical redevelopment areas and significant energy and cost savings with LED lights (estimated at \$44,000 per year in operating savings).

Staff is proposing to utilize a significant portion of the CDOT land exchange funds to install LED highway/street lights along the U.S. 36 medians and interchanges located within Westminster. The base U.S. 36 Managed Lanes project included the addition of highway/street lighting throughout the Westminster and Broomfield sections of the project to bring the highway up to urban standards. Specifically for Westminster, this includes the addition of 124 median lights and 79 interchange lights, along with associated infrastructure. The specifications for the lighting were for traditional, high pressure sodium lights, and those are the lights that CDOT and its contractor (Ames/Granite) were planning to install.

Per Colorado Revised Statute 43-2-135(e), municipalities are responsible for energy and maintenance costs associated with highway/street lighting on state highways located within jurisdictional boundaries. In accordance with an opinion from the Attorney General’s Office in 2006, this includes interstates or U.S. highways like U.S. 36. As City Council is aware from the City’s recent Street Lighting Study, LED lights offer significant advantages over traditional high pressure sodium lights, including reduced energy consumption and associated lower energy costs, along with improved aesthetic appearance and an ability to better direct light footprints.

With the results of the recent study in mind, staff spent several months negotiating with Ames/Granite to upgrade the lighting installation to LEDs. Staff believes those efforts have been successful in attaining a reasonable cost for this betterment. Staff is proposing to utilize \$310,017 in the CDOT land exchange funds to upgrade the lights to LEDs and install associated infrastructure. Based on Xcel Energy’s current pricing schedule for street light rates, the City of Westminster will achieve a \$44,000 annual cost savings with LED lights as compared to high pressure sodium lights due to lower energy consumption. This represents a 14% return on the initial capital investment, or to look at it another way, the energy cost savings will pay back the capital cost in roughly seven years. In addition to cost savings, the LED lights will give the highway a better appearance throughout Westminster and will allow for improved safety as well.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Sale of Assets	7500.43040.0000	\$0	<u>\$815,253</u>	\$815,253
Total Change to Revenues			<u>\$815,253</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
U.S. 36 Betterments – Land Swap	81375030067.80400.8888	\$0	<u>\$815,253</u>	\$815,253
Total Change to Expenses			<u>\$815,253</u>	

City Council action on this item addresses three Strategic Plan Goals; Financially Sustainable City Government Providing Exceptional Services, Safe and Secure Community and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall
City Manager

- Attachments
- Ordinance
 - Drawings

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **36**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$815,253. This increase is due to the appropriation of funds received from the Colorado Department of Transportation (CDOT) in accordance with the Land Exchange Agreement between the City and CDOT.

Section 2. The \$815,253 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 F&G, dated August 26, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$815,253</u>
Total	<u>\$815,253</u>

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

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

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

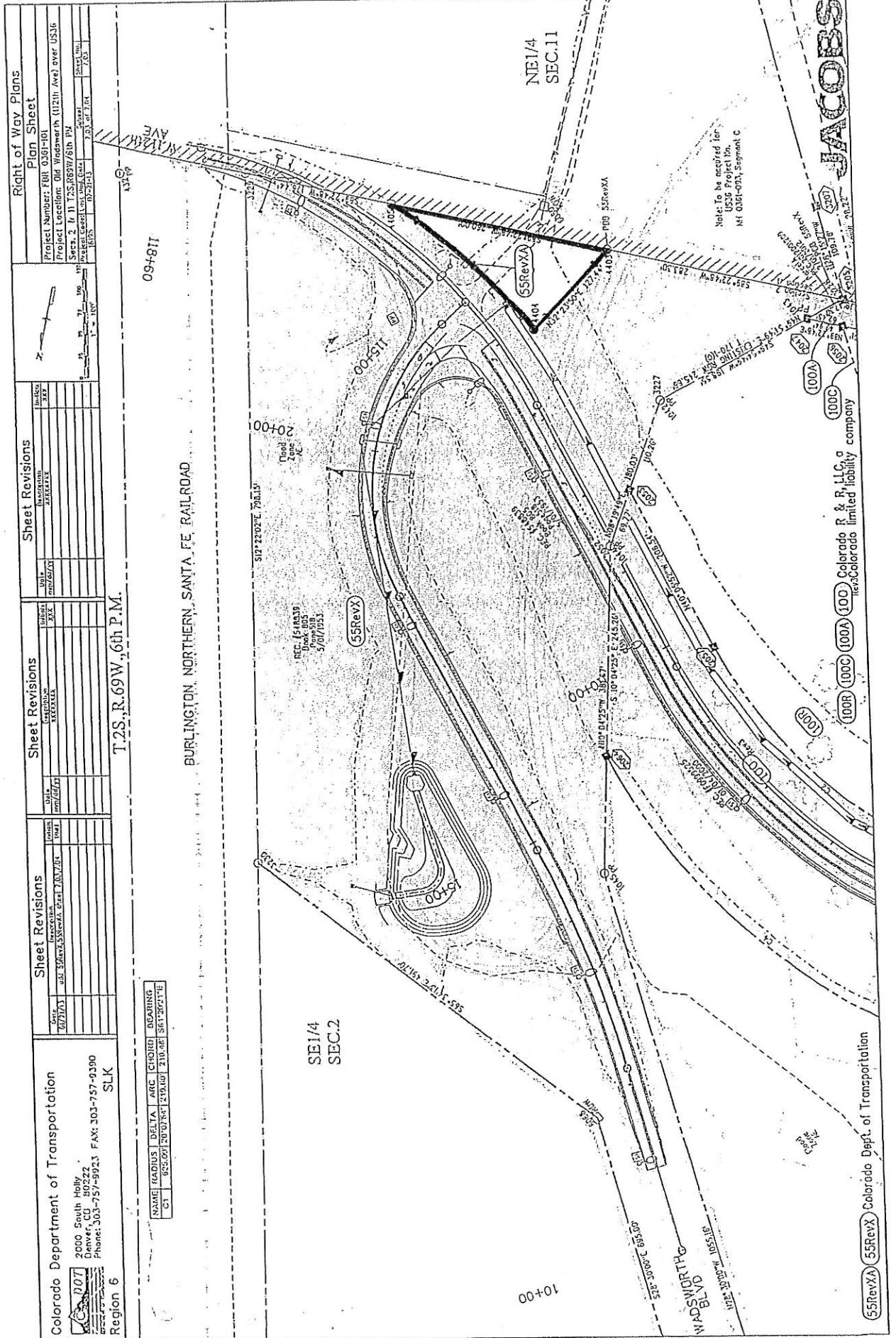
INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013

ATTEST:

Mayor

City Clerk



JACOBS

Colorado Department of Transportation
 2000 South Holly
 Denver, CO 80222
 Phone: 303-757-5923 FAX: 303-757-9390
 SLK
 Region 6

Sheet Revisions

DATE	BY	REVISION
01/27/05	SLK	ISSUED FOR CONSTRUCTION
02/01/05	SLK	ISSUED FOR CONSTRUCTION

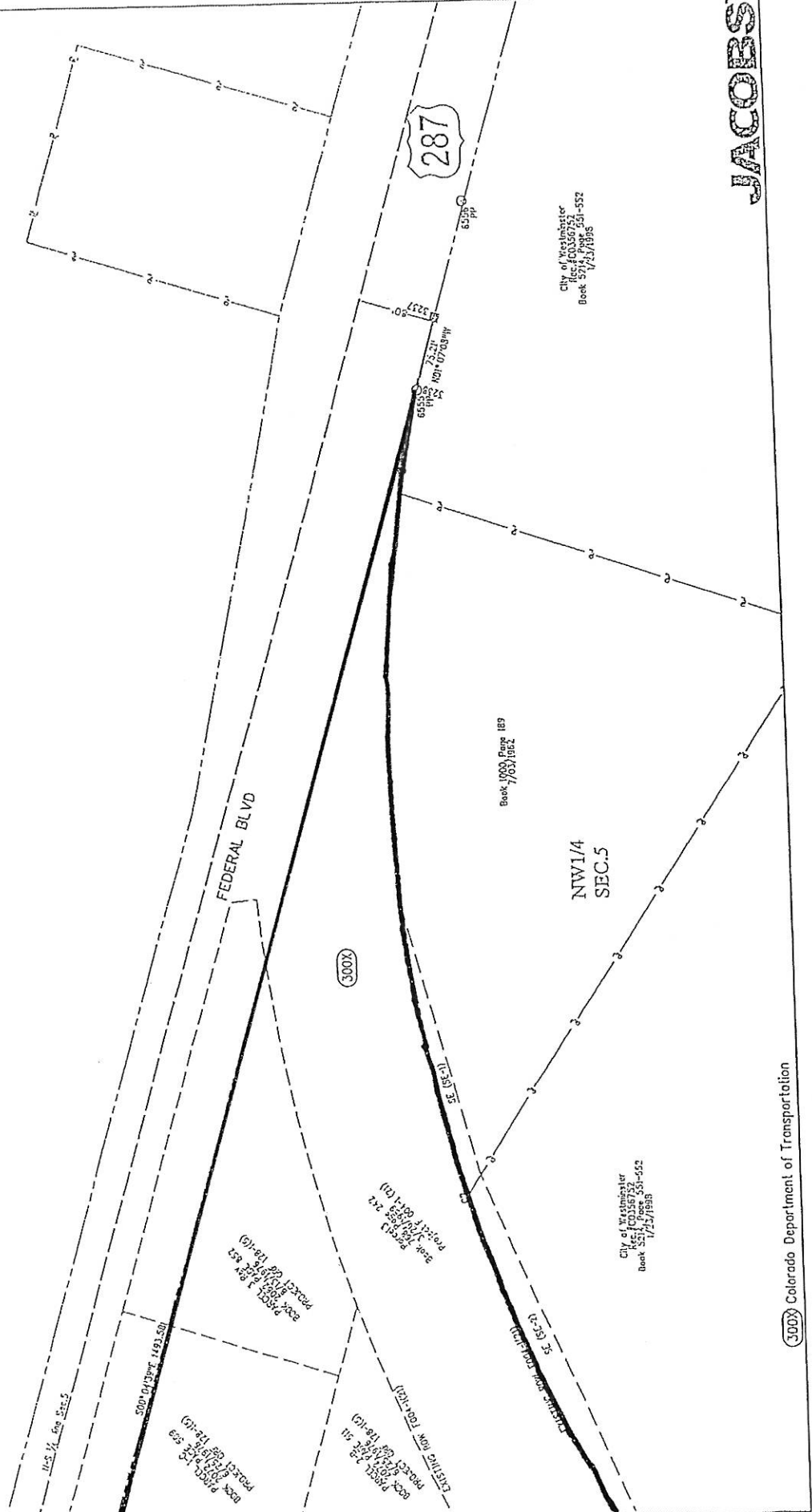
Sheet Revisions

DATE	BY	REVISION
01/27/05	SLK	ISSUED FOR CONSTRUCTION
02/01/05	SLK	ISSUED FOR CONSTRUCTION

Right of Way Plans
 Plan Sheet
 Project Number: NE 0381-083, Segment C
 Project Location: US36, Woodworth Pkwy to W. 104th Ave
 Section: 33S, T1S, R68W, Sect. 2, 3, 11, 12, 12S, R69W/6th PM
 Survey: USGS, 1983
 Date: 01-27-05
 Scale: 1" = 100'
 Sheet No: 717

T.2S., R.68W., 6th P.M.
 NE1/4
 SEC.5

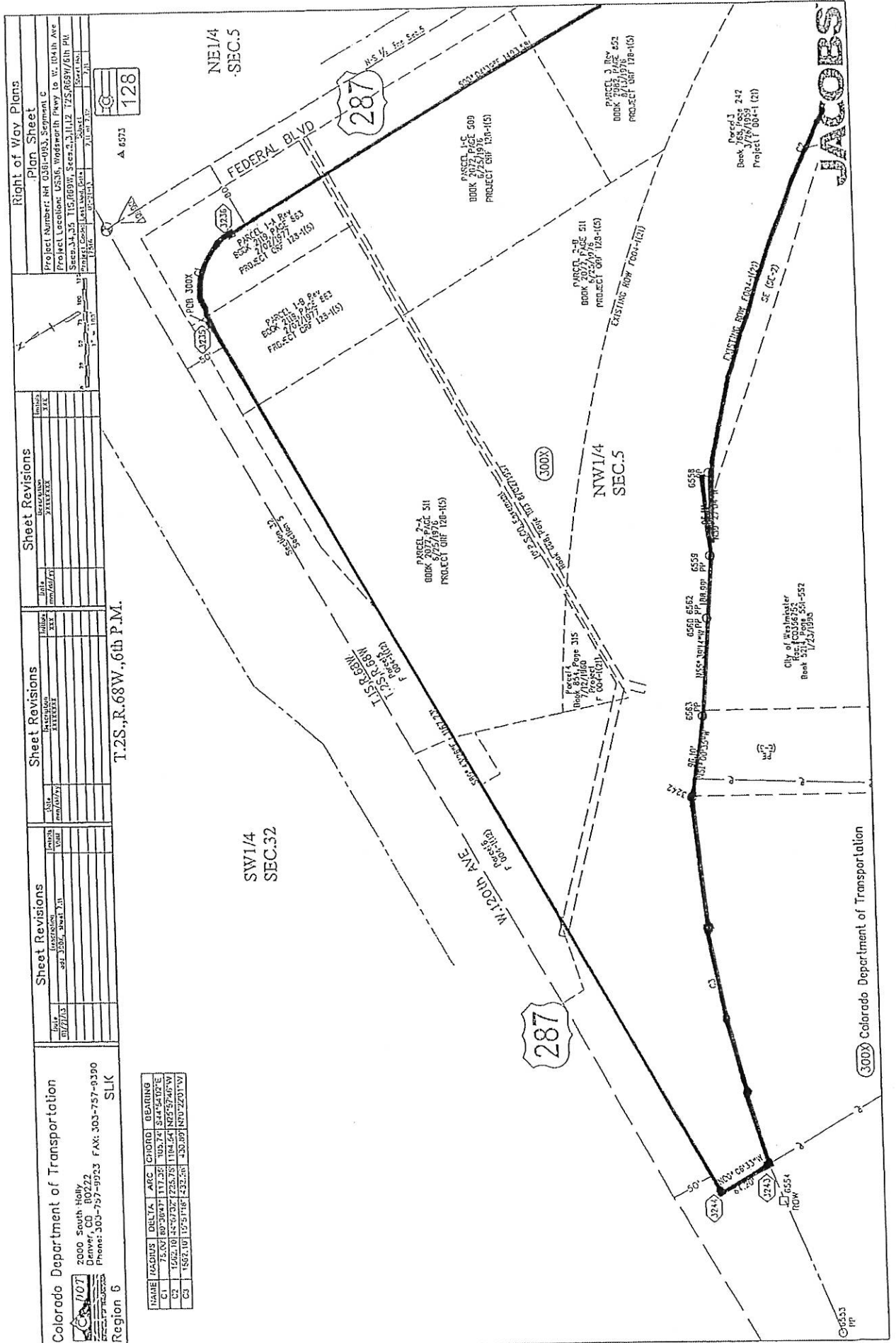
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CZ	15R2.10	44-59732	122575	1784.04	178527.8073



CITY of Westminster
 File # E0356752
 Book 5714 Page 551-552
 1/23/1995

Book 1003 Page 189
 7/20/1982

CITY of Westminster
 File # E0356752
 Book 5714 Page 551-552
 1/23/1995



Right of Way Plans
Plan Sheet

Project Number: 84 0361-003, Segment C
Project Location: USM, Woodworth Pkwy to W. 124th Ave
Sheet: 34.35 T15.000W, Secs. 3, 11, 12 T2S R69W/61N PL

DATE: 7/11/00
BY: [Signature]

Sheet Revisions

NO.	DATE	DESCRIPTION
1	7/11/00	ISSUED FOR PERMITS

Sheet Revisions

NO.	DATE	DESCRIPTION
1	7/11/00	ISSUED FOR PERMITS

Sheet Revisions

NO.	DATE	DESCRIPTION
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Sheet Revisions

NO.	DATE	DESCRIPTION
1	7/11/00	ISSUED FOR PERMITS

Sheet Revisions

NO.	DATE	DESCRIPTION
1	7/11/00	ISSUED FOR PERMITS

Colorado Department of Transportation
2000 South Holly
Denver, CO 80222
Phone: 303-737-9923 FAX: 303-737-9390
Region 6

NAME	RADIUS	DELTA	ARC	CHORD	BEARING
C1	75.00	89.3847	133.275	103.74	S44.5412°E
C2	1502.10	145.0732	133.275	1194.64	N67.5246°W
C3	1502.10	117.5176	133.275	1330.89	N67.2201°W

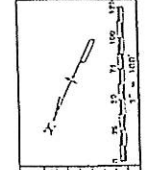
T.2S., R.68W., 6th P.M.

JACOBS

300X Colorado Department of Transportation

6/5/00

Right of Way Plans
Plan Sheet
 Project Number: IN 0361-003, Segment C
 Project Location: US-36, Wadsworth Pkwy. to W. 104th Ave
 Sess. 3A, 35 T16, R69W, Sess. 2, 2, 11, 12 T2S, R69W, 6th PM
 Project Name: US-36
 Date: 04-15-10
 Scale: 1" = 100'



Sheet Revisions

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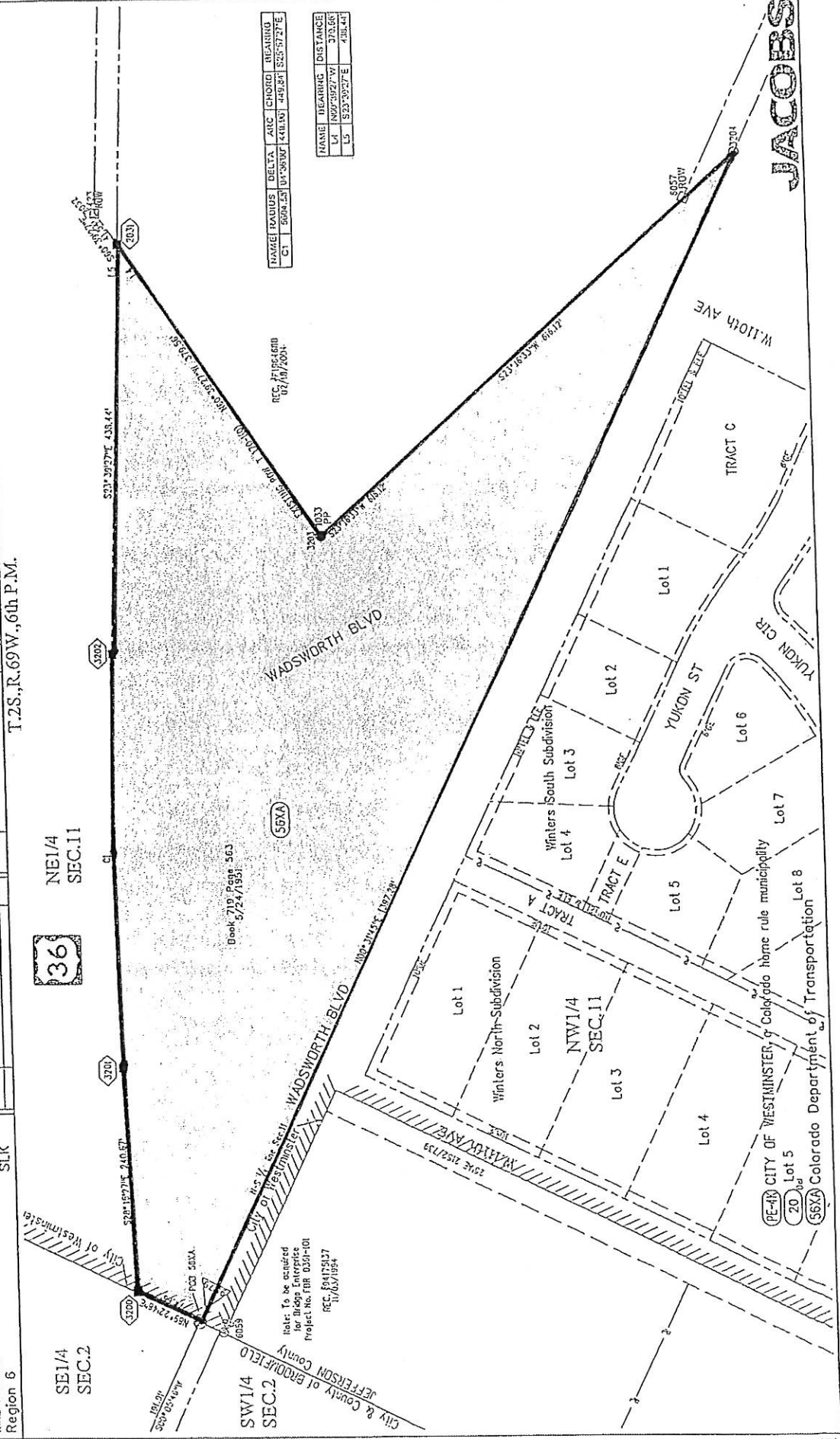
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NO.	DATE	BY	DESCRIPTION

Sheet Revisions

NO.	DATE	BY	DESCRIPTION

Colorado Department of Transportation
 2000 South Holly
 Denver, CO 80222
 Phone: 303-757-9923 FAX: 303-757-9390
 SLK



TABLE

NAME	BEARING	DISTANCE
LA	N26°52'27"W	373.06'
LB	S52°30'37"E	438.41'

TABLE

NAME	RADIUS	DELTA	ARC CHORD	BEARING
CA	5000.00'	187°36'30"	448.00'	44°58'34"

JACOBS

T.2S., R.69W., 6th P.M.



NE1/4 SEC. 11

SW1/4 SEC. 12

Notes: To be acquired for Bridge Enterprise for Project No. BR 0301-01
 REC. 03/17/04
 10/03/04

CITY OF WESTMINSTER, Colorado home rule municipality
 Lot 5
 56XA Colorado Department of Transportation

JACOBS

Right of Way Plans
Plan Sheet

Project Number: NEI 0361-093, Segment C
Project Location: US26, Wadsworth Pkwy to W. 102nd Ave
Sect. 34, 35 T1S, R69W, Sec. 2, 3, 11, 12 T2S, R69W/0th P41

DATE	BY	REVISION
12/16/10	01-71-13	1.00
01-27-13		2.00

DATE	BY	REVISION
01/24/13		3.00
01/24/13		4.00

DATE	BY	REVISION
01/24/13		5.00
01/24/13		6.00

DATE	BY	REVISION
01/24/13		7.00
01/24/13		8.00

DATE	BY	REVISION
01/24/13		9.00
01/24/13		10.00

DATE	BY	REVISION
01/24/13		11.00
01/24/13		12.00

DATE	BY	REVISION
01/24/13		13.00
01/24/13		14.00

DATE	BY	REVISION
01/24/13		15.00
01/24/13		16.00

DATE	BY	REVISION
01/24/13		17.00
01/24/13		18.00

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

NAME	RADIUS	CHORD	BEARING	DISTANCE
L1	5854.57	167.363M	270.00	407.91
C2	5854.57	167.363M	270.00	407.91

Colorado Department of Transportation
2000 South Holly
Denver, CO 80225
Phone: 303-757-9923 FAX: 303-757-4390
SLIK

T.2S., R.69W., 6th P.M.

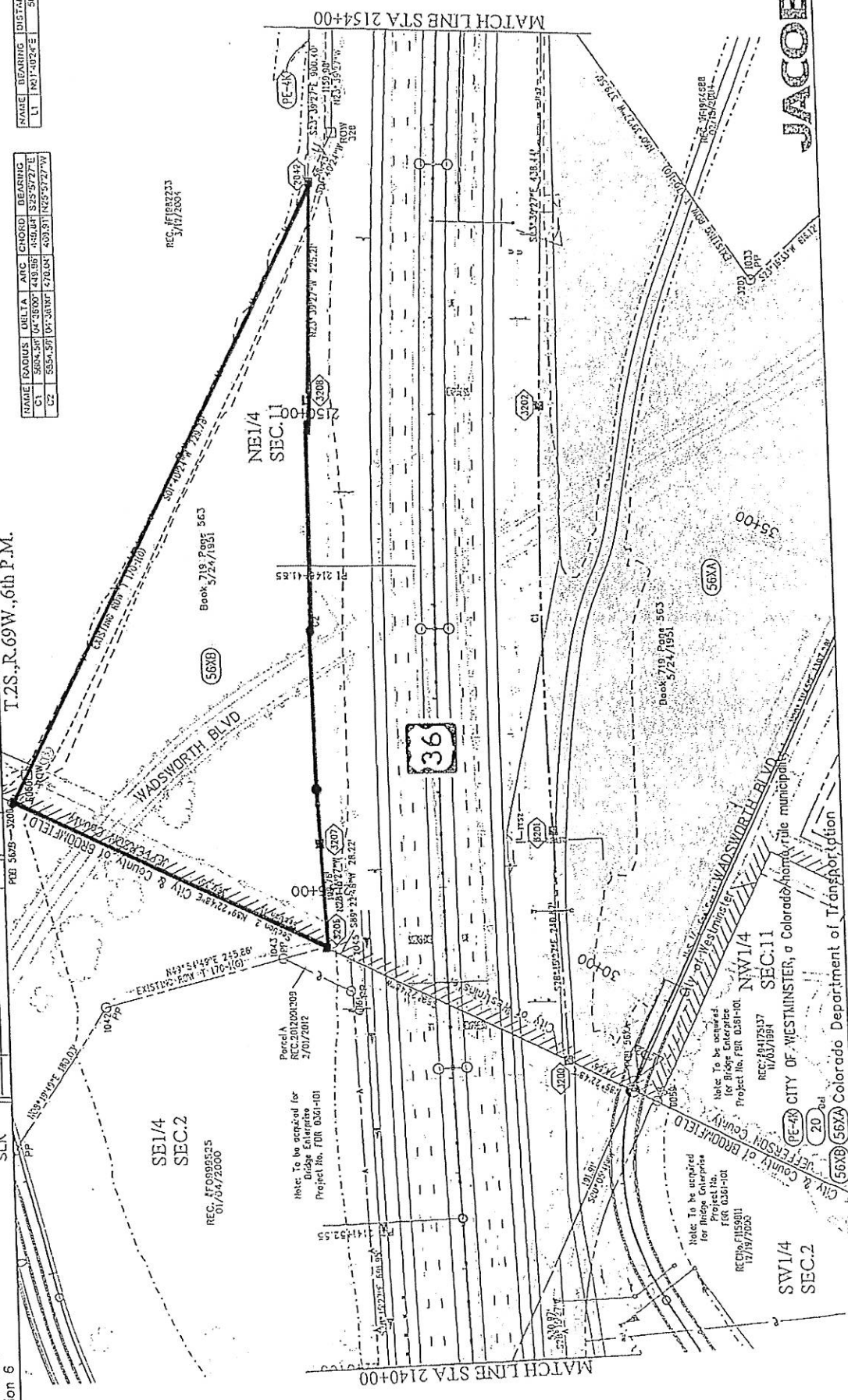
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REC: F09095325
01/24/2000

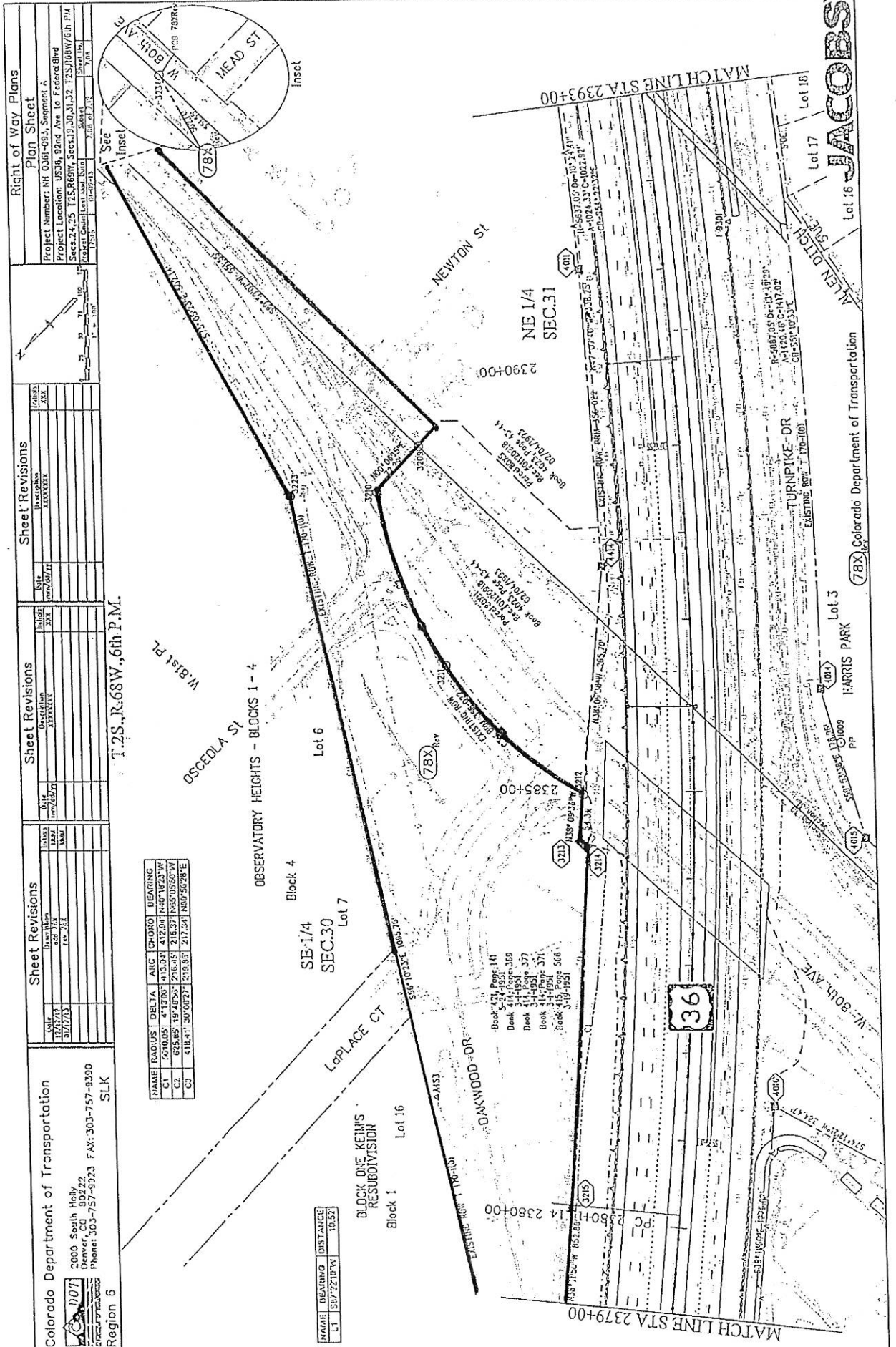
Note: To be acquired for Bridge Enterprise
Project No. F01 030-101
2/01/2012

Note: To be acquired for Bridge Enterprise
Project No. F01 030-101
11/03/1994

Note: To be acquired for Bridge Enterprise
Project No. F01 030-101
11/03/1994



Region 6



Colorado Department of Transportation
 2000 South Holly
 Denver, CO 80222
 Phone: 303-757-9323 FAX: 303-757-9390
 Region 5

Sheet Revisions

Date	Drawn/Checked	Revised
3/21/03	SLK	
3/21/03	SLK	

Sheet Revisions

Date	Drawn/Checked	Revised
3/21/03	SLK	
3/21/03	SLK	

Sheet Revisions

Date	Drawn/Checked	Revised
3/21/03	SLK	
3/21/03	SLK	

Right of Way Plans
 Plan Sheet
 Project Number: NH 0317-093, Segment 5
 Project Location: US30, 92nd Ave to Federal Blvd
 Secs. 24, 25 T2S-R6SW, Sects. 10, 31, 32 T2S-R6SW/6th 7th
 Project Name: Left Hand Side
 Sheet No.: 1003215
 Date: 3/21/03

T.2S., R.6SW, 6th P.M.

NAME	RADIUS	DELTA	ANG	CHORD	BEARING
G1	5070.05	47.1707	413.04	4725.04	N60°18'23"W
C2	625.85	19.4858	216.45	216.37	N85°05'59"W
C3	418.41	20°00'27"	218.86	217.34	S89°56'28"E

NAME	BEARING	DISTANCE
L1	S89°56'28"E	10.31

JACOBS

Colorado Department of Transportation

78X

36

TURNPIKE-DR
 EXISTING ROW T 176-100

HARRIS PARK

Lot 3

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Lot 22

Lot 23

Lot 24

Lot 25

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Lot 94

Lot 95

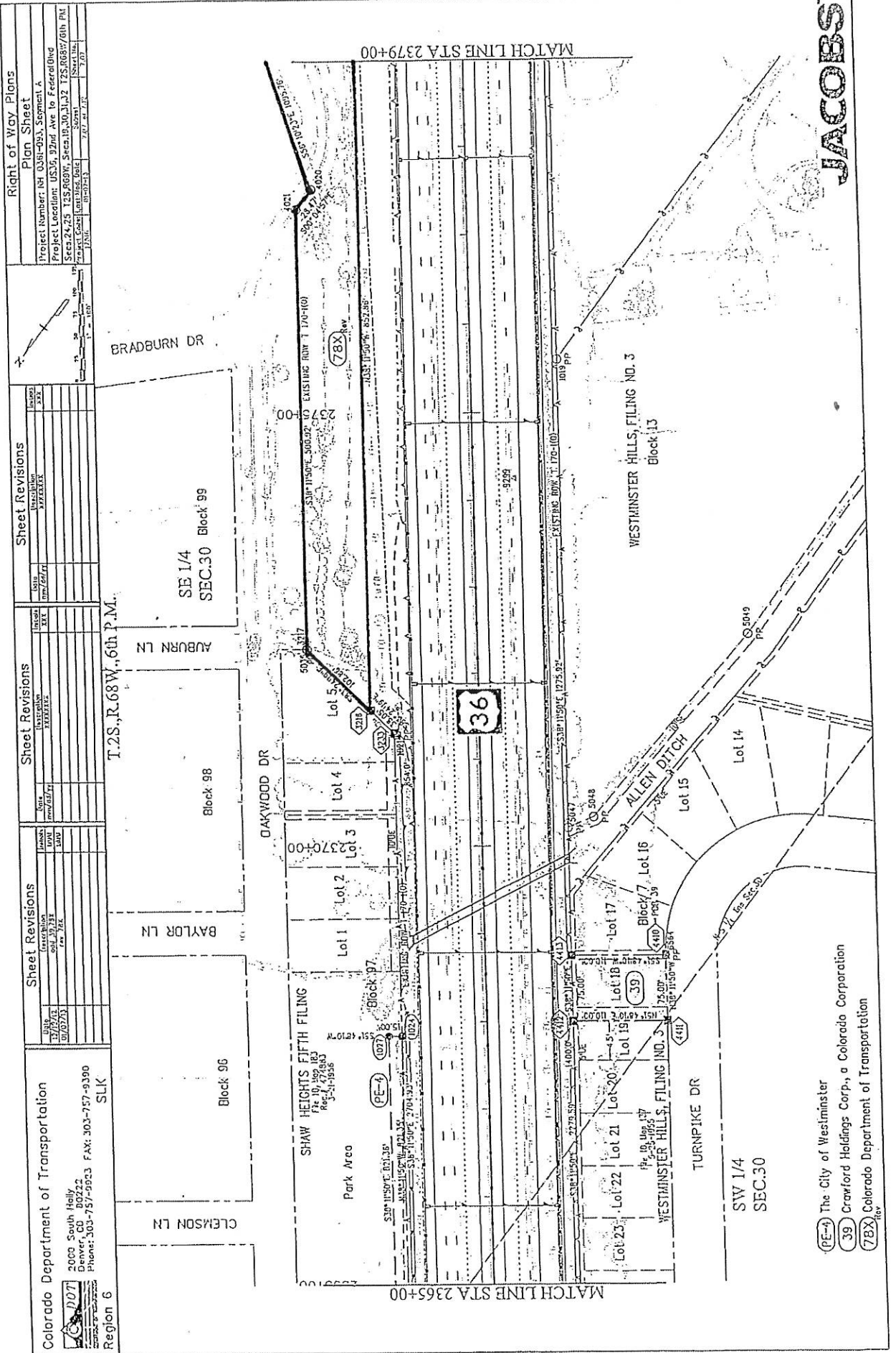
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Lot 97

Lot 98

Lot 99

Lot 100



Right of Way Plans
Plan Sheet

Project Number: NH 0381-093, Segment A
Project Location: US 16, 87th Ave. to Federal One
Sheet: 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Sheet Revisions

Date	By	Description

Sheet Revisions

Date	By	Description

Sheet Revisions

Date	By	Description

T.2S., R.68W., 6th P.M.

Block 96
Block 98
Block 99
Block 13

SE 1/4
SEC.30

Colorado Department of Transportation
2009 South Helly
Denver, CO 80222
Phone: 303-757-9923 FAX: 303-757-9390
SLIK

Region 6

PE-4 The City of Westminster
39 Crawford Holdings Corp., a Colorado Corporation
78X Colorado Department of Transportation



Agenda Memorandum

City Council Meeting
August 26, 2013



SUBJECT: Councillor’s Bill No. 37 re Supplemental Appropriation of Federal Grant Funds and Contract for Traffic Signal Installation on 112th Avenue at Front Range Community College

Prepared By: Mike Normandin, Transportation Engineer

Recommended City Council Action

1. Pass Councillor’s Bill No. 37 on first reading appropriating additional grant monies to be received from the Colorado Department of Transportation and the local match reimbursement from Front Range Community College for the design and construction of a new traffic signal on 112th Avenue.
2. Authorize the City Manager to execute a contract with W.L. Contractors, Inc., in the amount of \$247,859, for the construction of a traffic signal at the intersection of 112th Avenue and Front Range Community College, contingent upon approval of the Councillor’s Bill on second reading.

Summary Statement

- City Council previously approved the submission of an application for a Federal Hazard Elimination Program grant in the amount of \$265,000, coordinated through the Colorado Department of Transportation (CDOT), for the installation of a traffic signal on 112th Avenue at Front Range Community College (FRCC) (see the attached map). Additional grant funds in the amount of \$45,840 have since been awarded to the project to cover any unanticipated, additional project costs that may be encountered yielding a total grant of \$310,840.
- Front Range Community College officials have indicated that the college is willing to provide the required 10% local match to the federal funds. This commitment has been formalized in an Intergovernmental Agreement (IGA) between the City and FRCC.
- City Council action is requested to appropriate the additional grant funds of \$45,840. Council previously appropriated the original \$265,000 grant amount.
- Formal construction bids were received on August 12, 2013 from two bidders with the low bid submitted by W. L. Contractors Inc. in the amount of \$247,859.
- Under the terms of the IGAs with FRCC and CDOT, the City will front the cost of this project out of the Department of Community Development New Traffic Signals & Speed Control Devices Capital Improvement Project and receive reimbursement for all costs from the grant.

Expenditure Required:	\$45,840	new supplemental appropriation
	\$247,859	construction contract amount

Source of Funds: Federal Highway Administration Grant
Front Range Community College (Local Match)
General Capital Improvement Fund – New Traffic Signals & Speed Control Devices Capital Improvement Project

Policy Issue

Should the City Council award the bid for the installation of the 112th Avenue traffic signal at the east entrance to FRCC with all expenses associated with this project being paid by a federal grant and the college?

Alternative

The option is to not award the bid for the installation of the 112th Avenue traffic signal at the east entrance to FRCC. Staff does not recommend this alternative as the IGA with CDOT would provide a 90% federally funded grant and the IGA with FRCC would provide reimbursement of the required 10% local match that would entirely fund the installation of this traffic signal on 112th Avenue. In addition, the proposed traffic signal will significantly enhance safety at the subject intersection.

Background Information

City Council previously approved the submission of an application for a Federal Hazard Elimination Program (FHEP) grant in the amount of \$265,000, coordinated through the Colorado Department of Transportation, for the installation of a traffic signal on 112th Avenue at Front Range Community College. Additional grant funds in the amount of \$45,840 have been awarded to the project to cover any unanticipated project costs. The FHEP is intended to improve safety characteristics at high accident locations. The accident history at the east entrance to the college over the past five years indicates that there were several accidents that could have been mitigated by the installation of a traffic signal. CDOT has informed the City that the grant, which is 90% federally funded, has been approved for fiscal year 2013.

Front Range Community College officials have indicated that the college is willing to provide the required 10% local match to the federal funds. This commitment is formalized in an IGA between the City and FRCC. The IGA with FRCC also indicates that FRCC will provide any needed rights-of-way for the traffic signal installation and that the City will own and maintain the traffic signal into the future.

The construction project was electronically advertised with three traffic signal construction contractors downloading bid documents. Bids were received from two qualified contractors and opened on August 12, 2013. The bids for the construction of the signal are as follows:

Contractor	Bid
W. L. Contractors	\$247,859
Sturgeon Electric	\$271,351

The lowest bidder, W. L. Contractors Inc., has satisfactorily installed other traffic signal projects throughout the City. City staff has a very good working relationship with this contractor, and staff is comfortable recommending that the contract be awarded to W. L. Contractors Inc.

Upon City Council's approval of the Councillor's Bill on second reading, Staff's anticipated schedule for completing the installation of the subject traffic signal is as follows:

September 10, 2013	Bid Award
September 23, 2013	Notice to Proceed
January 23, 2014	Project Completion

This project meets Council's Strategic Plan goals of a Safe and Secure Community and Financially Sustainable City Government by providing an improved transportation system utilizing outside funding sources.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	7500.40610.0000	\$0	\$41,256	\$41,256
Reimbursements	7500.43080.0000	\$0	<u>\$4,584</u>	\$4,584
Total Change to Revenues			<u>\$45,840</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Traffic Signal System Improvements	80175030143.80400.8888	\$417,691	<u>\$45,840</u>	\$463,531
Total Change to Expenses			<u>\$45,840</u>	

Respectfully submitted,

J. Brent McFall
City Manager

- Attachments
- Ordinance
 - Location Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **37**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$45,840. This appropriation is due to the receipt of funds from the Colorado Department of Transportation and Front Range Community College.

Section 2. The \$45,840 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 H&I, dated August 26, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$45,840</u>
Total	<u>\$45,840</u>

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

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

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

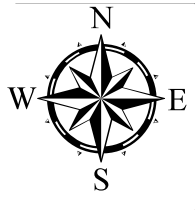
INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of September, 2013.

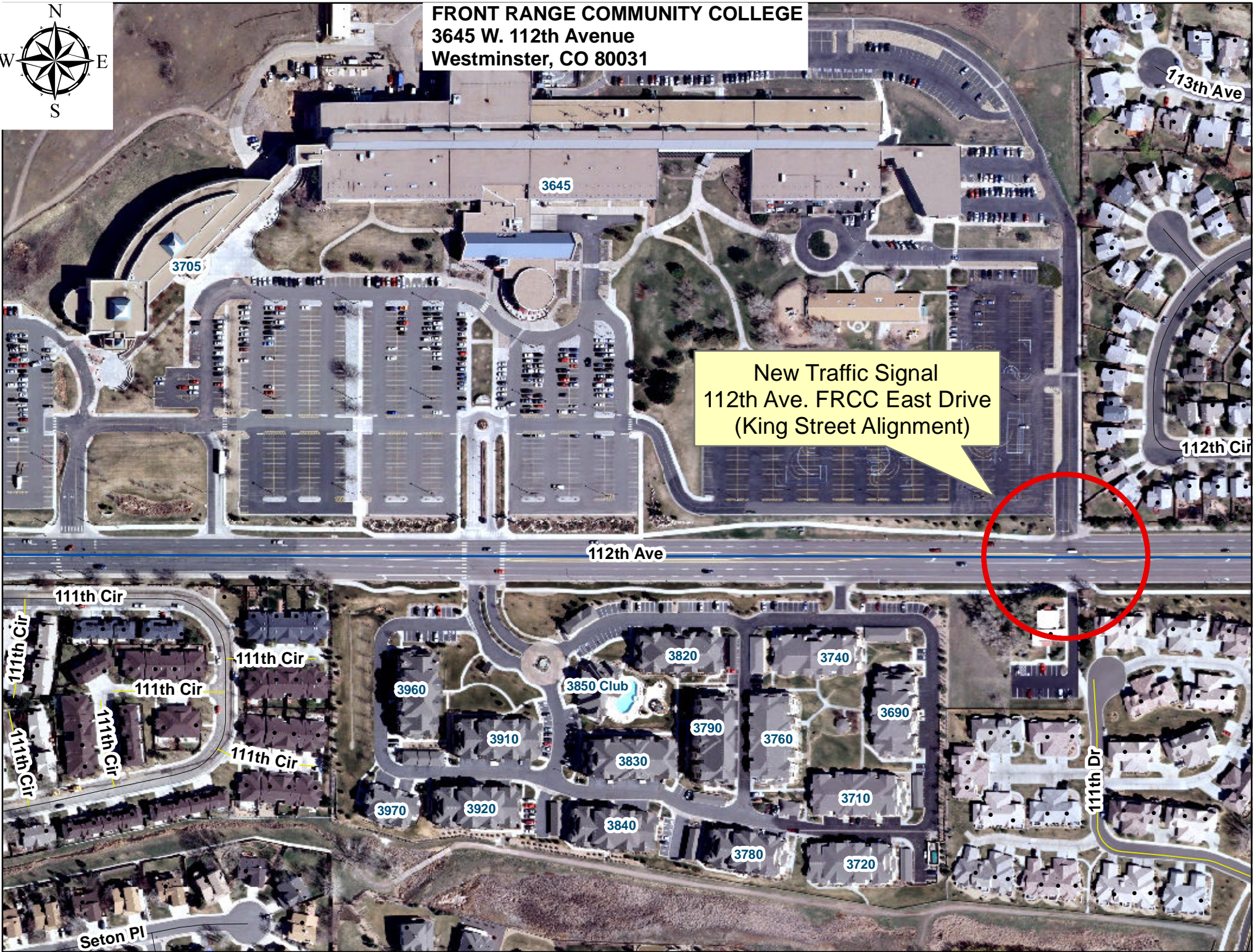
ATTEST:

Mayor

City Clerk



FRONT RANGE COMMUNITY COLLEGE
3645 W. 112th Avenue
Westminster, CO 80031



New Traffic Signal
112th Ave. FRCC East Drive
(King Street Alignment)

113th Ave

112th Cir

112th Ave

111th Cir

111th Cir

111th Cir

111th Cir

111th Cir

Seton Pl

111th Dr

3645

3705

3960

3850 Club

3820

3740

3690

3910

3790

3760

3710

3970

3920

3840

3780

3720

AGENDA

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING

MONDAY, August 26, 2013

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (August 12, 2013)
- 3. Public Hearings and New Business**
 - A. Westminster Center Urban Reinvestment Project – Parking Lot Asphalt Rehabilitation Project
- 4. Old Business**
 - A. Remove the Sale of Holly Park Parcel from the Table
 - B. Holly Park Parcel Purchase and Sale Agreement
- 5. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, AUGUST 12, 2012, AT 7:09 P.M.

ROLL CALL

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

APPROVAL OF MINUTES

Board Member Briggs moved, seconded by Major, to approve the minutes of the meeting of July 22, 2013, as written. The motion carried unanimously.

PUBLIC HEARING REGARDING A 2013 BUDGET AMENDMENT

At 7:09 p.m., the Chairperson opened a public hearing to consider an amendment to the 2013 Budget. Mr. McFall identified the purpose of this budget amendment being proposed. He was available to answer any questions. Neither Board members nor the public had questions or comments. The Chairperson closed the public hearing at 7:10 p.m.

RESOLUTION NO. 151 - SUPPLEMENTAL APPROPRIATION TO THE 2013 BUDGET

It was moved by Board member Lindsey, seconded by Major, to adopt Resolution No. 151 authorizing a supplemental appropriation to the 2013 Westminster Economic Development Authority budget. The motion carried unanimously on roll call vote.

ADJOURNMENT

There was no further business for the Authority's consideration, and, following a motion by Kaiser, seconded by Major, the Chairperson adjourned the meeting at 7:11 p.m.

Vice Chairperson

ATTEST:

Secretary

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority Meeting
August 26, 2013



SUBJECT: Westminster Center Urban Reinvestment Project -
Parking Lot Asphalt Rehabilitation Project

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended Board Action

Based on the recommendation of the Executive Director, find that the public interest would best be served by authorizing the Executive Director to enter into a negotiated contract with Asphalt Specialties in the amount of \$131,838 for repair and rehabilitation of parking lots identified by the City of Westminster's Street Division's parking lot assessment at the former mall site.

Summary Statement

- As owner of the former Westminster Mall property, the Westminster Economic Development Authority (WEDA) took on certain maintenance responsibilities and obligations for the remaining businesses on the site. Though the majority of the former mall has been demolished, JC Penney Department Store, Olive Garden Restaurant and US Bank remain in the southern most area of the property and still require parking lot maintenance services.
- Over the past two years the City of Westminster's Street Division has assisted WEDA staff with pothole repairs and in a number of circumstances overlaying areas that had become too large for temporary repairs.
- Based on the number of repairs in 2012 and the existing deteriorating condition of the parking lots in the summer of 2013, the Street Division provided WEDA staff with a complete parking lot condition assessment. The recommendations provided options to do bare minimum repairs, short term repairs and to completely rehabilitate specific areas. Streets' repair recommendations were based on traffic patterns and patron usage of each parking lot.
- WEDA staff contacted Asphalt Specialties, who in March 2013 had been awarded the City's Street Division contract for street asphalt repair/rehabilitation, to see if they would honor the same low bid pricing for recommended repairs at the former mall property. Based on Asphalt Specialties willingness to negotiate pricing and use the same low bid pricing provided to the City earlier in the year, staff is recommending awarding an asphalt repair contract for both short term and bare minimum repairs as recommended by the City's Street Division.

Expenditure Required: Not to exceed \$131,838

Source of Funds: WEDA – Westminster Center Urban Reinvestment Project

Policy Issue

Should the WEDA authorize a negotiated contract with Asphalt Specialties for the remaining businesses parking lot repairs at the former mall site?

Alternative

The Board could direct WEDA staff to place the parking lot repair project out for competitive bids. Staff does not recommend this approach based on Asphalt Specialties willingness to use the same low bid pricing submitted earlier in the year for the City of Westminster Street asphalt repairs.

Background Information

As owner of the former Westminster Mall property, WEDA took on certain responsibilities and obligations of the existing properties. The provision for parking lot maintenance is one of those responsibilities. Over the past two years the City's Street Division has assisted WEDA by filling potholes and making temporary emergency repairs around the site, particularly in parking lots and roads adjacent to Penney's, Olive Garden and US Bank. In the summer of 2013, based on the number of pothole concerns from the past Winter and Spring and overall temporary repairs that were being made, the City Street inspectors were asked to assess the overall condition of the parking lots from Benton Street on the east to Harlan Street on the west and from the North side of the Penney's store south to 88th Ave. In addition to parking lot repairs, the Street inspectors were asked to recommend repairs to a specific area of the property to create an access road through the parking lots from the 92nd Ave. entrance down to the south of the property connecting to the parking lot north of Olive Garden restaurant. In July, 2013 the City's Street Division Inspectors presented WEDA staff with a Parking Lot Condition Assessment and their pavement maintenance recommendations. The Street inspectors provided three different options for repairs, bare minimum, short term and long term maintenance. For the purpose of this survey a five year operational timeline was used to recommend short term and bare minimum maintenance. Estimated costs for long term, short term and bare minimum are as follows.

- Long term rehabilitation including full depth reclamation 3" base 2' top and parking stall stripping \$809,653
- Short term maintenance, crack seal, patch distressed areas and restripe parking lots \$280,114
- Bare minimum, patch only the highest distressed areas, level only the worst settled areas and restripe parking stalls. \$101,593

The pricing estimates received from the Street inspectors were based on bid pricing received from Asphalt Specialties through a competitive bid process in March of 2013. Knowing that prices have continued to increase since the original bid process in March, staff contacted Asphalt Specialties to see if they would honor the same low bid price submitted to the City for streets repairs to address the parking lot repairs at the former mall property site. City staff met with Asphalt Specialties onsite to examine the existing parking lot conditions and to review the scope of work being recommended by the City Street inspectors. Asphalt Specialties agreed to use the same City pricing submitted back in March during the competitive bid process for repairs to the former mall properties.

Based on staff observations over the past two years of actual traffic patterns and usage of the parking lots, staff decided to take a more conservative approach by reducing the size and scope for repairs to areas of the parking lots that are actually used on a regular bases. (See attached site map.) Based on existing conditions, usage of the parking lots and timing before redevelopment of the site is anticipated to occur, staff is recommending having Asphalt Specialties use a mixture of both short term and bare minimum repair recommendations for the parking lot repairs. Staff recommends only making repairs to areas of the parking lots that have potential for failure and are in immediate need of repair. City Street inspectors agree with staff's recommendation to use both bare minimum and short term repairs to be able to sustain portions of the parking lots for an additional 2-3 year period while staff continues working on an official development plan for the site.

SUBJECT: WURP - Parking Lot Asphalt Rehabilitation Project

Page 3

Awarding a negotiated contract with Asphalt Specialties supports the City's Goal of a financially sustainable City Government providing exceptional services by maintaining the City's infrastructure investment. Awarding an Asphalt repair contract with Asphalt Specialties also supports the City's Goal of a strong, balanced local economy by supporting the revitalization efforts of the Westminster Center Urban Reinvestment Area.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment – Site Map (recommendations for proposed parking lot repairs)



WEDA Agenda 4 A&B

Agenda Memorandum

Westminster Economic Development Authority Meeting
August 26, 2013



SUBJECT: Holly Park Parcel Purchase and Sale Agreement

Prepared By: John Carpenter, Director of Community Development

Recommended Board Action

1. Remove item from the table.
2. Authorize the Executive Director to execute a Purchase and Sale Agreement, in substantially the same form as the attached agreement, with Boulder Creek Communities LLC to sell the Holly Park property for \$650,000 and to complete the public improvements for the development.

Summary Statement

- This item was tabled on June 24, 2013, in order for Staff to further develop cost estimates for Westminster Economic Development Authority's (WEDA) share of uncompleted public improvements in the Holly Park development.
- WEDA has received an offer from Boulder Creek Communities LLC (Boulder Creek) to acquire the 5.7 acre Holly Park site located at the northwest corner of 96th Avenue and Federal Boulevard. This site was acquired by the Westminster Economic Development Authority in 2005.
- The agreement includes a provision for the purchaser (Boulder Creek) to pay 100% of the cost of completing the public and private improvements for the development, except that WEDA is agreeing to pay 50% of the cost over \$37,000 to complete Green Court, which partially abuts the existing condominium area, plus the cost to complete an access drive between the existing units.
- Staff estimates that WEDA's share of these improvements will be approximately \$50,000.
- The offer is for \$650,000.

Expenditure Required: Road improvements estimated at \$50,000 plus up to \$5,000 in closing costs

Source of Funds: Proceeds from the sale of the property

Policy Issue

Should the City accept the offer from Boulder Creek to sell the Holly Park site for \$650,000?

Alternative

City Council could reject the proposed sale price and authorize a counter offer. Staff does not recommend this option since the City's broker believes the price to reflect the current value for the site.

Background Information

In 2005, the Westminster Economic Development Authority (WEDA) acquired the 5.7 acre Holly Park site as a result of a condemnation action by WEDA for the acquisition price of \$825,000. WEDA has spent a total of \$1,245,000 on the site to date, including the acquisition cost, demolition expenses of \$81,900, regrading the site, legal fees, some costs for improvements to existing units, site maintenance and related expenses. The acquisition and other costs were funded through interfund loans of \$120,000 in General Funds and \$1,125,000 in General Capital Improvement Funds. In 2005, there were several partially completed and abandoned townhome structures on the site. Construction on the buildings ceased about three years earlier. For years, the City unsuccessfully attempted to get the owner and lender to complete construction or sell to another party that would move on developing the remaining property.

A total of 12 townhomes (out of 70 units) were completed and sold. WEDA excluded these properties from its acquisition. These townhome units are accessed from Green Court, which was partially constructed but never had its final layer of asphalt applied.

The uncompleted structures and foundations on the site were removed and the site re-graded and revegetated. A "for sale" sign was put on the site with a City employee as the contact person. In 2008, the national real estate market collapsed and no serious inquiries were received on the property. The property was listed by a commercial broker for a period of time with no success.

In 2012, the market for vacant residentially zoned properties improved, and the property was listed with Stew Mosko of the firm of Cassidy Turley, a national commercial real estate firm that is also prominent in the Denver area.

WEDA recently received an offer on the property from Boulder Creek, which has signed a Purchase and Sale Agreement prepared by the City Attorney's office. Boulder Creek intends to build about 52 single family homes and duplexes on the site in the target price range of \$215,000 to \$235,000. A new homeowner's association would be created for exterior maintenance (landscaping, snow removal, and home exterior). The small pool and clubhouse in the original Official Development Plan would be eliminated.

Boulder Creek was the builder of two successful projects in Legacy Ridge Subdivision. Townhomes were constructed along 112th Avenue and stucco clad single family homes and townhomes with tile roofs were built along Bruchez Parkway. Boulder Creek is also building several projects in the Boulder County area and specializes in highly energy efficient homes.

Boulder Creek will pay 100% of the needed cost to improve the site for development except for the cost to complete Green Court, the street that extends from 96th Avenue to 97th Avenue. Boulder Creek will pay the first \$37,000 of the costs to complete the street. WEDA and Boulder Creek will each pay 50% of the costs to improve the street in excess of \$37,000. The City's Engineering Division staff estimates the cost to complete Green Court at \$65,000. Thus, WEDA's estimated cost for Green Court is \$14,000. WEDA is also obligated to pay for correction work to the street abutting the existing developed 12 townhomes, which is estimated at \$36,000. Thus, the total estimated WEDA costs are \$50,000. The actual cost of these improvements depend on the final quantities and material and labor costs at the time Boulder Creek contracts for this work, which will follow the approval of their Official Development Plan for the development.

The entire Holly Park site (both WEDA owned land and the existing 12 townhomes), plus additional nearby lands are within the Holly Park Urban Renewal area (URA). The URA was created in 2004. Property and sales tax increment (TIF) is collected in the URA. The City's Finance Department anticipates receiving \$3,300 in property tax increment in 2013. The URA will expire in 2029. The proposed single family homes and duplexes will add significant additional TIF revenues. If 58 new homes are built and the average property tax is \$1,500 per unit per year, the development will generate an additional \$87,000 per year when the project is fully built out. Assuming completion of all units by December 2015, there would be 12 years of TIF collection at about \$87,000 per year, or a total of about \$1,044,000 not factoring in inflation. This revenue stream, net proceeds from the sale, prior year interest earnings and remaining project funds will be available to repay the interfund loans and accrued interest.

This proposal meets the City Council Strategic Goals of Financially Sustainable City Government Providing Exceptional Services and Vibrant Neighborhoods In One Livable Community.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments

- Contract
- 1st Amendment to Contract
- # 1 Map – Holly Park Urban Renewal Area Map
- # 2 Map – Holly Park Subdivision to be Sold

**CONTRACT TO BUY AND SELL REAL ESTATE
(HOLLY PARK)**

Date: May 15, 2013
Purchase Price: \$650,000

1. **AGREEMENT.** Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract (Contract).

2. **DEFINED TERMS.**

a. **Buyer.** Buyer, Boulder Creek Neighborhoods, LLC, will take title to the real property described below as **Joint Tenants** **Tenants In Common** **Other** _____.

Seller. Seller is Westminster Economic Development Authority, a Colorado urban renewal authority.

b. **Property.** The Property is the following legally described real estate in the County of Adams, Colorado: See Exhibit "A" attached hereto and incorporated herein by this reference, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4a	Alternative Earnest Money Deadline	N/A
2	§ 5a	Loan Application Deadline	N/A
3	§ 5b	Loan Conditions Deadline	N/A
4	§ 5c	Buyer's Credit Information Deadline	N/A
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	N/A
6	§ 5d	Existing Loan Documents Deadline	N/A
7	§ 5d	Existing Loan Documents Objection Deadline	N/A
8	§ 5d	Loan Transfer Approval Deadline	N/A
9	§ 6a(2)	Appraisal Deadline	N/A
10	§ 7a	Title Deadline	15 days from MEC
11	§ 8a	Title Objection Deadline	20 days from MEC
12	§ 7c	Survey Deadline	N/A
13	§ 8c(2)	Survey Objection Deadline	N/A
14	§ 7b	Document Request Deadline	N/A
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	N/A
17	§ 8b	Off-Record Matters Objection Deadline	45 days from MEC
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	60 days from MEC
21	§ 10c	Resolution Deadline	75 days from MEC
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25f	Approval Deadline	270 days from MEC
24	§ 12	Closing Date	February 26, 2014
25	§ 17	Possession Date	February 26, 2014
26	§ 17	Possession Time	5 p.m.
27	§ 30	Acceptance Deadline Date	May 1, 2013
28	§ 30	Acceptance Deadline Time	5 p.m.

d. **Attachments.** The following are a part of this Contract: Exhibit "A" (Legal Description); Exhibit "B" (Special Conditions).

e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable when inserted on any line in **Dates and Deadlines** (§ 2c),


Initial

27 and it means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation
28 "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Contract.
29

30 **3. INCLUSIONS AND EXCLUSIONS. N/A**

31 a. **Inclusions.** The Purchase Price includes the following items (Inclusions):

32 (1) **Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing,
33 ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants,
34 mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum
35 systems (including accessories), garage door openers including _____ remote controls; and _____
36 _____.

37 (2) **Personal Property.** The following are included if on the Property whether attached or not on the date
38 of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings,
39 curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys.
40 If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Security Systems**
41 **Satellite Systems** (including satellite dishes)

42 (3) **Other Inclusions.** None
43 _____.

44 The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes
45 (except personal property taxes for the year of Closing), liens and encumbrances, except N/A.
46 Conveyance shall be by bill of sale or other applicable legal instrument.

47 (4) **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows: N/A
48 _____

49 The Trade Fixtures to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except
50 personal property taxes for the year of Closing), liens and encumbrances, except none.
51 Conveyance shall be by bill of sale or other applicable legal instrument.

52 (5) **Parking and Storage Facilities.** **Use Only** **Ownership** of the following parking facilities:
53 _____; and **Use Only** **Ownership** the following storage facilities: _____
54 _____.

55 (6) **Water Rights.** The following legally described water rights: all rights tributary to the Property.
56 Any water rights shall be conveyed by N/A deed or other applicable legal instrument. The Well Permit # is N/A.

57 (7) **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows: N/A.

58 b. **Exclusions.** The following items are excluded: N/A.

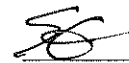
59 **4. PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer
60 as follows:
61

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$ 650,000	
2	§ 4a	Earnest Money		\$ 50,000
3	§ 4d(1)	New First Loan		
4	§ 4d(2)	New Second Loan		
5	§ 4e	Assumption Balance		
6	§ 4f	Seller or Private Financing		
7				
8				
9	§ 4b	Cash at Closing		600,000
10		TOTAL	\$ 650,000	\$ 650,000

62 Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

63 a. **Earnest Money.** The Earnest Money set forth in this section, in the form of **Good Funds** is part payment of
64 the Purchase Price and shall be payable to and held by First American Title Company (Earnest Money Holder), in its trust
65 account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the
66 parties mutually agree to an **Alternative Earnest Money Deadline** (§ 2c) for its payment. The parties authorize delivery
67 of the Earnest Money deposit to the closing company, if any, at or before Closing. In the event Earnest Money Holder has
68 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable
69 housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money
70 deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

71 b. **Cash at Closing.** All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs,
72 shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified
73 check, savings and loan teller's check and cashier's check (Good Funds).
74



75 c. **Down Payment Assistance; Seller Paid Costs.** Seller, at Closing, shall credit \$ N/A to Buyer to assist with
76 Buyer's down payment. Seller shall also, at Closing, credit to Buyer the amount of \$ N/A to assist with Buyer's closing
77 costs, not to exceed the amount due from Buyer for such costs. These amounts are in addition to any sum Seller has agreed
78 to pay or credit Buyer elsewhere in this Contract.

79 d. **New Loan. N/A**

80 (1) **New First Loan.** Buyer shall obtain a new loan set forth in this section as follows:

81 Conventional FHA VA Other _____

82 This loan will be secured by a _____ (1st, 2nd, etc.) deed of trust.

83 The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan
84 amount, not in excess of \$ _____, which shall be amortized over a period of _____ Years Months at
85 approximately \$ _____ per _____ including principal and interest not to exceed _____%
86 per annum, plus, if required by Buyer's lender, a deposit of _____ of the estimated annual real estate taxes,
87 property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated
88 payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

89 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount.
90 Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____,
91 and the balance, if any, shall be paid by _____.

92 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount. If
93 the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed \$ _____,
94 that Buyer is not allowed by law to pay for tax service and _____.

95 (2) **New Second Loan.** Buyer shall obtain a new loan set forth in this section as follows:

96 This loan will be secured by a _____ (2nd, etc.) deed of trust.

97 The total loan amount, not in excess of \$ _____, shall be amortized over a period of _____
98 Years Months at approximately \$ _____ per _____ including principal and
99 interest not to exceed _____% per annum. If the loan is an adjustable interest rate or graduated payment loan, the
100 payments and interest rate initially shall not exceed the figures set forth above.

101 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount.
102 Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____
103 _____, and the balance, if any, shall be paid by _____.

104 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount.

105 e. **Assumption. N/A** Buyer agrees to assume and pay an existing loan in the approximate amount of the
106 Assumption Balance set forth in this section, presently payable at \$ _____ per _____ including principal and
107 interest presently at _____% per annum, and also including escrow for the following as indicated: Real Estate Taxes
108 Property Insurance Premium Mortgage Insurance Premium and _____.

109 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest
110 rate shall not exceed _____% per annum and the new payment shall not exceed \$ _____ per _____ principal
111 and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption
112 Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____,
113 then Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of termination or
114 _____.

115 Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the
116 requirements for release from liability shall be evidenced by delivery at Closing of an appropriate letter of commitment
117 from lender. Cost payable for release of liability shall be paid by _____ in an amount not to
118 exceed \$ _____.

119 f. **Seller or Private Financiug. N/A** Buyer agrees to execute a promissory note payable to: _____

120 _____, as Joint Tenants Tenants in Common
121 Other _____, on the note form as indicated:

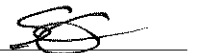
122 (Default Rate) NTD 81-10-06 Other _____ secured by a _____
123 (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated: Strict - Due On Sale (TD 72-10-06)

124 Creditworthy (TD 73-10-06) Assumable - Not Due On Sale (TD 74-10-06)

125 Other _____

126 The promissory note shall be amortized on the basis of _____ Years Months, payable at \$ _____
127 per _____ including principal and interest at the rate of _____% per annum. Payments shall commence
128 _____ and shall be due on the _____ day of each succeeding _____.

129 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing.
130 Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes, and Shall Shall
131 Not be increased by _____ of estimated annual property insurance premium. The loan shall also contain the following
132 terms: (1) if any payment is not received within _____ calendar days after its due date, a late charge of _____% of


Initial

133 such payment shall be due, (2) interest on lender disbursements under the deed of trust shall be _____% per annum,
134 (3) default interest rate shall be _____% per annum, (4) Buyer may prepay without a penalty except _____
135 _____, and (5) Buyer Shall Shall Not execute and deliver, at
136 Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the promissory note a _____ (1st,
137 2nd, etc.) lien on the personal property included in this sale.

138 Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.
139

140 **5. FINANCING CONDITIONS AND OBLIGATIONS. N/A**

141 **a. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if an
142 existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan**
143 **Application Deadline** (§ 2c). Buyer shall cooperate with Seller and lender to obtain loan approval, **DILIGENTLY AND**
144 **TIMELY PURSUE SAME IN GOOD FAITH**, execute all documents and furnish all information and documents
145 required by lender, and, subject to subsections 4d(1) and (2) and § 4e, timely pay the costs of obtaining such loan or
146 lender's consent. Buyer agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or
147 assumption application, nor intentionally cause any change in circumstances that would prejudice lender's approval of the
148 loan application or funding of the loan. Buyer may obtain different financing provided Seller incurs no additional delay,
149 cost or expense, and provided Buyer is approved for such substitute loan.

150 **b. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as specified in
151 § 4b, this Contract is conditional upon Buyer's approval of the availability, terms, conditions and cost for the new loan.
152 This condition is for the benefit of Buyer and shall be deemed waived unless Seller receives from Buyer, no later than **Loan**
153 **Conditions Deadline** (§ 2c), written notice of Buyer's election to terminate this Contract as such loan was not satisfactory
154 to Buyer, Buyer shall not have the right to terminate under this § 5b based on the terms or conditions of any loan that is the
155 same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. **IF SELLER DOES NOT RECEIVE**
156 **WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER SHALL BE IN DEFAULT.**

157 **c. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by
158 executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is
159 conditional (for the benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which
160 approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit**
161 **Information Deadline** (§ 2c), at Buyer's expense, information and documents (including a current credit report)
162 concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial
163 ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in
164 confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to
165 execute a promissory note secured by a deed of trust in favor of Seller, this Contract, for the benefit of Seller, is conditional
166 upon Seller's approval of the terms and conditions of any new loan to be obtained by Buyer if the deed of trust to Seller is
167 to be subordinate to Buyer's new loan (**Buyer's New Senior Loan**); Seller shall not have the right to terminate under this
168 § 5c for any loan when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment penalties,
169 due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does not deliver written notice of
170 Seller's disapproval of Buyer's financial ability and creditworthiness or of **Buyer's New Senior Loan** to Buyer by
171 **Disapproval of Buyer's Credit Information Deadline** (§ 2c), then Seller waives the conditions set forth in this section. If
172 Seller does deliver written notice of disapproval to Buyer on or before said date, this Contract shall terminate.

173 **d. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the
174 loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§
175 2c). For the benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan
176 documents. If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by **Existing**
177 **Loan Documents Objection Deadline** (§ 2c), Buyer accepts the terms and conditions of the documents. If the lender's
178 approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without
179 change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained by **Loan Transfer**
180 **Approval Deadline** (§ 2c), this Contract shall terminate on such date. If Seller is to be released from liability under such
181 existing loan and Buyer does not obtain such compliance as set forth in § 4e, this Contract may be terminated at Seller's
182 option.
183

184 **6. APPRAISAL PROVISIONS. N/A**

185 **a. Appraisal Condition.**

186 (1) **Not Applicable.** This § 6a. shall not apply.

187 (2) **Conventional.** Buyer shall have the sole option and election to terminate this Contract if the Purchase
188 Price exceeds the Property's valuation determined by an appraiser engaged by _____.
189 This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal
190 or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before

191 **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline**
192 (§ 2c), Buyer waives any right to terminate under this subsection.

193 (3) **FHA**. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser
194 (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by
195 forfeiture of Earnest Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with
196 HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans
197 Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than
198 \$_____. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of
199 the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the
200 maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor
201 the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the
202 Property are acceptable.

203 (4) **VA**. It is expressly that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
204 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the
205 Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by
206 the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding
207 with the consummation of this Contract without regard to the amount of the reasonable value established by the Department
208 of Veterans Affairs.

209 **b. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
210 Buyer Seller.

211

212 **7. EVIDENCE OF TITLE.**

213 **a. Evidence of Title.** On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's
214 expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase
215 Price, or if this box is checked, **An Abstract** of title certified to a current date. At Seller's expense, Seller shall cause
216 the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance
217 commitment is furnished, it **Shall** **Shall Not** commit to delete or insure over the standard exceptions which relate to:

- 218 (1) parties in possession,
219 (2) unrecorded easements,
220 (3) survey matters,
221 (4) any unrecorded mechanic's liens,
222 (5) gap period (effective date of commitment to date deed is recorded), and
223 (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

224 Any additional premium expense to obtain this additional coverage shall be paid by Buyer Seller.

225 **b. Copies of Exceptions.** On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer
226 **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of exceptions
227 (Exceptions). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder
228 where the Property is located. The abstract or title insurance commitment, together with any copies or summaries of such
229 documents furnished pursuant to this section, constitute the title documents (Title Documents).

230 **c. Survey.** On or before **Survey Deadline** (§ 2c), Buyer Seller shall deliver to Buyer any Survey of the
231 Property if in Seller's possession. Buyer may, at Buyer's expense, obtain such updated or further Surveys as Buyer may
232 deem advisable. Any objections to any such Survey shall be made prior to the Survey Objection Deadline (§ 2c) and in
233 accordance with the provisions of § 8c(2).

234 **d. Common Interest Community Documents.**

235 (1) **Not Applicable.** This § 7d. shall not apply.

236 (2) **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
237 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER
238 OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE
239 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
240 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
241 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
242 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
243 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
244 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
245 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
246 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
247 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
248 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY

249 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
250 THE ASSOCIATION.

251 (3) **Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the owners'
252 association (Association) declarations, bylaws, rules and regulations, party wall agreements, minutes of most recent annual
253 owners' meeting and minutes of any directors' meetings during the 6-month period immediately preceding Title Deadline,
254 if any (Governing Documents), most recent financial documents consisting of (a) annual balance sheet, (b) annual income
255 and expenditures statement, and (c) annual budget (Financial Documents), if any (collectively CIC Documents). Buyer has
256 reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners
257 and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8e.

258 (4) **CIC Documents to Buyer.**
259 (a) **Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to
260 Buyer, at Seller's expense, on or before **Title Deadline** (§ 2c).
261 (b) **Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents
262 to Buyer, at Seller's expense.
263 (c) **Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon
264 Buyer's receipt of the CIC Documents, regardless of who provides such documents.

265 (5) **Conditional on Buyer's Review.** If the box in either subsection 7d(4)(a) or subsection 7d(4)(b) is
266 checked, the provisions of this subsection 7d(5) shall apply. Written notice of any unsatisfactory provision in any of the
267 CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of Buyer, and delivered to Seller on or
268 before **CIC Documents Objection Deadline** (§ 2c), shall terminate this Contract.

269 Should Buyer receive the CIC Documents after **Title Deadline** (§ 2c), Buyer shall have the right, at Buyer's
270 option, to terminate this Contract by written notice delivered to Seller on or before ten calendar days after Buyer's receipt of
271 the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would otherwise
272 be required to be delivered after the Closing Date, Buyer's written notice to terminate shall be received by Seller on or
273 before three calendar days prior to **Closing Date** (§ 2c). If Seller does not receive written notice from Buyer within such
274 time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this
275 subsection is waived, notwithstanding the provisions of § 8e.

276 NOTE: If no box in this § 7d is checked, the provisions of subsection 7d(4)(a) shall apply.

277
278 **8. TITLE AND SURVEY REVIEW.**

279 a. **Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of
280 unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the
281 Title Documents, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title**
282 **Objection Deadline** (§ 2c), or within five calendar days after receipt by Buyer of any change to the Title Documents or
283 endorsement to the Title Commitment together with a copy of the document adding any new Exception to title. If Seller
284 does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title
285 Documents as satisfactory.

286 b. **Matters Not Shown by the Public Records.** Buyer shall have the right to inspect the Property to investigate
287 if any third party has any right in the Property not shown by the public records (such as an unrecorded easement,
288 unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or
289 revealed by such inspection, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or
290 before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer
291 accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

292 c. **Survey Review.**
293 (1) **Not Applicable.** This § 8c shall not apply.
294 (2) **Conditional on Survey.** If the box in this subsection 8c(2) is checked, Buyer shall have the right to
295 inspect the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition shown by the Survey,
296 notwithstanding § 8b or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 2c) then such objection
297 shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline**
298 (§ 2c), Buyer accepts the Survey as satisfactory.

299 d. **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL
300 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
301 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS
302 MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO
303 SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE
304 INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN
305 INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS
306 OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL

307 **LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN**
308 **INCREASE IN SUCH MILL LEVIES.**

309 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a
310 result, if written notice, by or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection**
311 **Deadline** (§ 2c), this Contract shall terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the
312 effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

313 e. **Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters listed in § 13.
314 If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as
315 provided in §§ 8a, b, c and d above, Seller shall use reasonable efforts to correct said items and bear any nominal expense to
316 correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before
317 Closing, this Contract shall terminate; provided, however, Buyer may, by written notice received by Seller on or before
318 Closing, waive objection to such items.

319 f. **Right of First Refusal or Approval.** Seller warrants there are no rights of first refusal on the Property or any
320 rights to approve this Contract held by others.

321 g. **Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be
322 reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use
323 of the Property, including without limitation boundary lines and encroachments, area, zoning, unrecorded easements and
324 claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning
325 land use, development and environmental matters. **The surface estate may be owned separately from the underlying**
326 **mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water**
327 **rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the**
328 **Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or
329 not covered by the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as
330 there are strict time limits provided in this Contract (e.g., **Title Objection Deadline** [§ 2c] and **Off-Record Matters**
331 **Objection Deadline** [§ 2c]).
332

333 9. **LEAD-BASED PAINT.** N/A. Unless exempt, if the improvements on the Property include one or more residential
334 dwellings for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless a completed
335 Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior
336 to the parties signing this Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales)
337 form signed by Seller and the real estate licensees.
338

339 **10. PROPERTY DISCLOSURE, INSPECTION, INSURABILITY AND BUYER DISCLOSURE.**

340 a. **Seller's Property Disclosure Deadline.** N/A. On or before **Seller's Property Disclosure Deadline** [§ 2c],
341 Seller agrees to deliver to Buyer the most current version of the Seller's Property Disclosure form completed by Seller to
342 the best of Seller's actual knowledge, current as of the date of this Contract.

343 b. **Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of
344 the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in
345 Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2c):

- 346 (1) notify Seller in writing that this Contract is terminated, or
- 347 (2) deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires
348 Seller to correct (Notice to Correct).

349 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical condition
350 of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

351 c. **Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in
352 writing to a settlement thereof on or before **Resolution Deadline** (§ 2c), this Contract shall terminate one calendar day
353 following **Resolution Deadline** (§ 2c), unless before such termination Seller receives Buyer's written withdrawal of the
354 Notice to Correct.

355 d. **Insurability.** Intentionally omitted.

356 e. **Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, tests, surveys,
357 engineering reports, or any other work performed at Buyer's request and shall pay for any damage which occurs to the
358 Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property
359 for inspections, tests, surveys, engineering reports, or any other work performed on the Property at Buyer's request. Buyer
360 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by
361 Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and
362 expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney and legal fees. The provisions
363 of this subsection shall survive the termination of this Contract.

364 f. **Buyer Disclosure.** Buyer represents that Buyer Does Does Not need to sell and close a property to
365 complete this transaction.

366 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).
367

368 **11. METHAMPHETAMINE LABORATORY DISCLOSURE.** The parties acknowledge that Seller is required to
369 disclose whether Seller knows that the Property was previously used as a methamphetamine laboratory. No disclosure is
370 required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to §
371 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial
372 hygienist to test whether the Property has ever been used as a methamphetamine laboratory. In the event that the Property
373 has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller, on or before Closing, to
374 terminate this Contract.
375

376 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date
377 specified as the **Closing Date** (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as
378 designated by X Buyer X Seller.
379

380 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with
381 the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient special warranty deed to Buyer,
382 at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as
383 provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special
384 improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject
385 to:

- 386 a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
387 accepted by Buyer in accordance with § 8a (Title Review),
- 388 b. distribution utility easements (including cable TV),
- 389 c. those specifically described rights of third parties not shown by the public records of which Buyer has actual
390 knowledge and which were accepted by Buyer in accordance with § 8b (Matters Not Shown by the Public Records) and §
391 8c (Survey Review),
- 392 d. inclusion of the Property within any special taxing district,
- 393 e. the benefits and burdens of any recorded declaration and party wall agreements, if any, and
- 394 f. other. None.

395
396 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from
397 the proceeds of this transaction or from any other source.
398

399 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

400 a. **Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items
401 required to be paid at Closing, except as otherwise provided herein.

402 b. **Closing Documents.** Buyer and Seller shall sign and complete all customary or reasonably required
403 documents at or before Closing.

404 c. **Closing Services Fee.** Fees for real estate Closing services shall be paid at Closing by Buyer Seller
405 One-Half by Buyer and One-Half by Seller.

406 d. **Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of
407 assessments (Status Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any
408 fees incident to the transfer from Seller to Buyer assessed by the Association (Association's Transfer Fee) shall be paid by
409 Buyer Seller One-Half by Buyer and One-Half by Seller. N/A.

410 e. **Local Transfer Tax.** The local transfer tax of _____% of the Purchase Price shall be paid at Closing by
411 Buyer Seller One-Half by Buyer and One-Half by Seller. N/A.

412 f. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due
413 by Buyer Seller One-Half by Buyer and One-Half by Seller. N/A.
414

415 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:

416 a. **Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on
417 **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed**
418 **Valuation** **Other** _____.

419 b. **Rents.** Rents based on **Rents Actually Received** **Accrued**. Security deposits held by Seller shall be
420 credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases. N/A

421 c. **Association Assessments.** Current regular Association assessments and Association dues (Association
422 Assessments) paid in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association
423 Assessments for deferred maintenance by the Association shall not be credited to Seller except as may be otherwise
424 provided by the Governing Documents. Any special assessment by the Association for improvements that have been
425 installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment assessed
426 prior to **Closing Date** (§ 2c) by the Association shall be the obligation of Buyer Seller. Seller represents that the
427 amount of the Association Assessments is currently payable at \$_____ per _____ and that there are no unpaid
428 regular or special assessments against the Property except the current regular assessments and except _____

429 _____ . Such assessments are subject to change as
430 provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing**
431 **Date** (§ 2c) a current Status Letter. N/A.

432 d. **Other Prorations.** None.

433 e. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

434
435 17. **POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§
436 2c), subject to the following leases or tenancies:

437
438
439 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be
440 additionally liable to Buyer for payment of \$100 per day (or any part of a day) from the **Possession Date** and **Possession**
441 **Time** (§ 2c) until possession is delivered.

442 Buyer Does Does Not represent that Buyer will occupy the Property as Buyer's principal residence.

443
444 18. **ASSIGNABILITY.** This Contract **Shall** **Shall Not** be assignable by Buyer without Seller's prior written
445 consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal
446 representatives, successors and assigns of the parties.

447
448 19. **INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise
449 provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this
450 Contract, ordinary wear and tear excepted.

451 a. **Casualty Insurance.** In the event the Property or Inclusions shall be damaged by fire or other casualty prior
452 to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same
453 before **Closing Date** (§ 2c). In the event such damage is not repaired within said time or if the damages exceed such sum,
454 this Contract may be terminated at the option of Buyer by delivering to Seller written notice of termination on or before
455 Closing. Should Buyer elect to carry out this Contract despite such damage, at Closing, Buyer shall be entitled to a credit
456 for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the
457 Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not
458 exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall
459 assign such proceeds, at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but
460 not to exceed the total Purchase Price.

461 b. **Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of
462 the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this Contract and Closing or possession,
463 whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of
464 similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
465 Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds received by
466 Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty
467 programs that may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to
468 growing crops by fire or other casualty shall be borne by the party entitled to the growing crops as provided in subsection
469 3a(7) and such party shall be entitled to such insurance proceeds or benefits for the growing crops.

470 c. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk
471 through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this
472 Contract.

473
474 20. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller
475 acknowledge that the respective broker has advised that this document has important legal consequences and has
476 recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

478 21. **TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received
479 as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any
480 obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

481 a. **If Buyer is in Default:**
482 (1) **Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest
483 Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may
484 recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller
485 shall have the right to specific performance or damages, or both.

486 (2) **Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer,
487 paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed
488 that the Earnest Money specified in § 4 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is
489 fair and reasonable and (except as provided in §§ 10e, 19, 21c, 22, 23), said forfeiture shall be SELLER'S SOLE AND
490 ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of
491 specific performance and additional damages.

492 b. **If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money
493 received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat
494 this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

495 c. **Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or
496 court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
497

498 22. **MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties
499 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
500 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.
501 The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable
502 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
503 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered
504 by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless
505 otherwise agreed.
506

507 23. **EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the
508 Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy
509 regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be
510 required to take any action. Earnest Money Holder, at its option and sole discretion, may (a) await any proceeding, (b)
511 interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and
512 reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money Holder
513 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the
514 lawsuit (Lawsuit) within 120 calendar days of Earnest Money Holder's written notice is delivered to the parties, Earnest
515 Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a
516 copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the
517 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 22).
518

519 24. **TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned
520 and the parties shall be relieved of all obligations hereunder, subject to §§ 10e, 22 and 23.
521

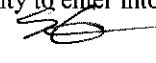
522 25. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real
523 Estate Commission.)

524 a. **Broker Commissions.** Buyer warrants to Seller that it has not dealt with any real estate brokers in connection with
525 this transaction and shall not be liable for the payment of any brokerage commission.
526

527 b. **Time of Performance.** If any date for performance falls on a Saturday, Sunday or legal holiday, then the date for
528 performance shall be extended to the next day which is not a Saturday, Sunday or holiday.
529

530 c. **Authorization.** Buyer and Seller represent to each other that all necessary steps have been taken or will be taken
531 prior to closing to authorize this Contract and that each has the requisite authority to enter into and perform this Contract in
532 accordance with its terms.
533

534 d. **Subject to Approval.** This Contract is subject to approval by the Board of Commissioners of the Westminister
535 Economic Development Authority. Evidence of such approval satisfactory to Title Company shall be provided by Seller
536 not later than June 1, 2013.

June 30, 2013 

537
538 **e. Special Conditions (SCs).**
539

540 **SC-1.** Buyer hereby acknowledges that as a condition to obtaining Seller's Approvals, Buyer shall execute a public
541 improvements agreement and provide surety in accordance with the Westminster Municipal Code for the completion of all
542 the correction work set forth in Exhibit "B" attached. The City will share in the cost of such correction work as set forth in
543 Exhibit "B." Buyer further acknowledges that this list is not exhaustive and Buyer may be required to construct additional
544 public improvements to serve its proposed development as a condition to obtaining the Approvals pursuant to provisions of
545 the Westminster City Code.
546

547 **SC-2. ODP Amendment.** Boulder Creek will prepare and deliver to Seller a proposed ODP Amendment which
548 will accommodate approximately 52 single family alley-load lots.
549

550 **SC-3.** Seller and Boulder Creek will have 30 days from delivery of the draft ODP Amendment to achieve mutual
551 agreement to the terms and provisions of the proposed ODP Amendment. The Purchase Agreement will terminate if
552 mutual agreement to the terms of the ODP Amendment is not achieved within 30 days.
553

554 **SC-4.** Boulder Creek will be the "Applicant" requesting the PUD Amendment/Replat, and will provide land use
555 design review services, prepare required applications and presentation materials, and lead promotion of the proposed PUD
556 Amendment through the City of Westminster approval process.
557

558 **SC-5.** Both parties will work cooperatively to achieve an expedited review.
559

560 **SC-6. Replat.** Boulder Creek will replat the Existing ODP to create approximately 52 platted lots, consisting of
561 both duplex lots and single family detached lots. The Amended ODP will delete the pool / club house from the replat area.
562 Both parties will work cooperatively to achieve an expedited review.
563

564 **SC-7. Patio Home Product.** Boulder Creek will design and build its main floor living patio home lifestyle product
565 for Holly Park. Target retail price for Holly Park will be \$215,000 - \$235,000. Homes will all be ranch plans, main floor
566 master, 3 bedroom total including finished lower level and minimum 1 car garage. Homes will front on landscaped
567 commons, with alley-load garages to minimize garage viewscape. Existing alley design and serviceable installed
568 infrastructure will be utilized to minimize need of rebuilding installed services, utilities and infrastructure. The new home
569 footprints will generally fit within the areas of the previous design.
570

571 **SC-8. Exterior Maintenance.** As part of the ODP Amendment, a new HOA will be created to provide full exterior
572 maintenance (landscape, snow removal and exterior of home maintenance) for the Boulder Creek patio homes.
573 Inclusion/absorption of existing homes T.B.D.
574

575 **SC-9. Subject to Closing.** Each and all of these Special Conditions are subject to the Closing of this contract.
576

577 **f. Development Approvals. This paragraph 25f. X shall _____ shall not apply.** Buyer shall have until the
578 **Approval Deadline** (§ 2c) to process any applications or requests for zoning, platting or other governmental and quasi-
579 governmental approvals, permits or certifications that Seller requires under its laws, rules, ordinances and regulations as a
580 condition to issuing building permits for Buyer's intended development and use of the Property, including site plan
581 approval ("Approvals"). Buyer shall proceed with due diligence to obtain such Approvals. Seller shall not unduly delay its
582 review of Buyer's applications and requests for Approvals, provided that Seller shall not be required to perform acts or
583 expend funds that are not in conformance with the laws, rules, or regulations of the City of Westminster, Colorado. Should
584 Buyer not obtain all Approvals upon terms and conditions satisfactory to Buyer prior to the **Approval Deadline**, Buyer
585 may terminate this Contract by notifying Seller prior to the **Approval Deadline**. In the event Buyer terminates prior to or
586 on the **Approval Deadline**, the Earnest Money shall be returned to Buyer.
587

588 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract
589 between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have
590 been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be
591 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this
592 Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.
593

594 **27. FACSIMILE.** Signatures X may _____ may not be evidenced by facsimile. Documents with original
595 signatures shall be provided to the other party at Closing, or earlier upon request of any party.
596

597 **28. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual
598 knowledge, the Property IS IS NOT in foreclosure. In the event this transaction is subject to the provisions of the
599 Colorado Foreclosure Protection Act (the Act) (i.e., generally the Act requires that the Property is residential, in foreclosure,
600 and Buyer does not reside in it for at least 1 year), a different contract that complies with the provisions of the Act is
601 required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all
602 parties concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.
603

604 **29. NOTICE, DELIVERY, AND CHOICE OF LAW.**

605 a. **Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, all
606 notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling Brokerage Firm,
607 and any notice to Seller shall be effective when physically received by Seller or Listing Brokerage Firm.

608 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be
609 delivered in electronic form by the following indicated methods only: Facsimile E-mail No Electronic
610 **Delivery.** Documents with original signatures shall be provided upon request of any party.

611 c. **Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in
612 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this
613 state for property located in Colorado.
614

615 **30. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by
616 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant
617 to § 29 on or before **Acceptance Deadline Date** (§ 2c) and **Acceptance Deadline Time** (§ 2c). If accepted, this document
618 shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and
619 when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract
620 between the parties.
621

622
623 Date: May 15, 2013 Date: _____
624
625 Buyer: Boulder Creek Neighborhoods, LLC Buyer
626 By: [Signature], Manager
627 Address: _____ Address: _____
628 841 Front Street
629 Louisville, CO 80027
630 Phone No.: 303.544.5857, ext. 103 Phone No.: _____
631 Fax No.: _____ Fax No.: _____
632 Email Address: dgregg@LiveBoulderCreek.com Email Address: _____
633

634 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]

635
636 Date: May 15, 2013 Date: _____
637 by [Signature], Executive Director
638 Seller: Westminster Economic Development Authority Seller
639
640 Address: 4800 W. 92nd Avenue Address: _____
641 Westminster, CO 80031
642 Phone No.: 303.658.2001 Phone No.: _____
643 Fax No.: 303.706.3921 Fax No.: _____
644 Email Address: bmcfall@cityofwestminster.us Email Address: _____
645
646

647 **31. COUNTER; REJECTION.** This offer is Countered Rejected.
648 Initials only of party (Buyer or Seller) who countered or rejected offer _____
649
650

END OF CONTRACT

Note: Closing Instructions and Earnest Money Receipt should be signed
ou or before Title Deadline (§ 2c).

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SELLING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Selling Broker)

Selling Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Selling Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

Seller IS IS NOT a customer working with Selling Broker as a Buyer's Agent.

Selling Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____

Selling Brokerage Firm's Name: _____

Date: _____

Broker _____

Address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

LISTING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Listing Broker)

Listing Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Listing Broker is working with the Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Buyer IS IS NOT a customer working with Listing Broker as a Seller's Agent.

Listing Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____

Listing Brokerage Firm's Name: _____

Date: _____

Broker _____

Address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

EXHIBIT "A"

To that certain contract dated May 15, 2013, by and between Boulder Creek Neighborhoods, LLC, as Buyer, and Westminster Economic Development Authority, as Seller, concerning certain real property located on the West side of Federal Blvd. between W. 96th Avenue and W. 97th Avenue, Westminster, Colorado

LEGAL DESCRIPTION

Lots 1 thru 8 inclusive, Hollyhurst being a part of the south half of the southwest quarter of Section 17, Township 2 South, Range 68 West, of the Sixth Principal Meridian, County of Adams, State of Colorado, **EXCEPTING** therefrom the real estate conveyed to the Department of Highways, State of Colorado, by the deeds recorded in Book 926, at page 290, Book 930 at Page 434, Book 922 at Page 351, and Book 922 at Page 353, **AND EXCEPTING** therefrom Hollypark Condominiums Building 10, Units A, B and C, Building 11, Units A, B and C, Building 12, Units A, B and C and Building 13, Units A, B and C.



EXHIBIT B TO PURCHASE CONTRACT
 HOLLY PARK SUBDIVISION
 May 15, 2013

TABLE 1

**PRIVATE IMPROVEMENTS TO BE COMPLETED BASED ON EXISTING ODP
 (SUBJECT TO CHANGE BASED ON REVISED DEVELOPMENT PLAN)**

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
1	CLEARING AND GRUBBING	LS	1
2	SOIL PREPARATION	SF	133,294
3	DECIDUOUS TREE (2 1/2 INCH CAL.)	EA	149
4	EVERGREEN TREE (10 FT HT.)	EA	102
5	EVERGREEN SHRUB (5 GALLON)	EA	98
6	DECIDUOUS SHRUB (5 GALLON)	EA	877
7	GROUND COVER (1 GALLON)	EA	1,080
8	LANDSCAPE ESTABLISHMENT / MAINTENANCE	LS	1
9	HERBICIDE TREATMENT	HR	4
10	IRRIGATION SYSTEM	LS	1
11	TRICKLE CHANNEL	LF	315
12	SOUND MITIGATION FENCE AND BERM	SFF	3,200
13	DETENTION POND GRADING	LS	1
14	SPLIT RAIL FENCE AT DETENTION POND	LF	260
15	ENTRANCE SIGN	LS	1
16	SITE LIGHTING	LS	1
17	MAIL KIOSK	LS	1

**TOTAL
 ESTIMATE DOES NOT INCLUDE CONSTRUCTION OF CONDO UNITS
 ESTIMATE DOES NOT INCLUDE PRIVATE DRIVES, CLUBHOUSE OR POOL**

TABLE 2

**ANTICIPATED CORRECTIONS TO PUBLIC IMPROVEMENTS BASED ON
 CORRECTIONS WORK AND WORK NOT COMPLETED AND BASED ON
 EXISTING ODP. (SUBJECT TO CHANGE BASED ON REVISED**

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
1	CURB AND GUTTER (TYPE 2, SECTION IIB)	LF	115
2	SIDEWALK	SY	322
3	CROSSSPAN	SY	250
4	HANDICAP RAMPS W/ TRUNCATED DOMES	SY	47
5	ADJUST FIRE HYDRANT	EACH	1
6	RELOCATE FIRE HYDRANT	EACH	1
7	INLET (TYPE C)	EACH	1
8	INLET (TYPE R)(10')	EACH	2
9	DETENTION POND OUTLET STRUCTURE	EACH	1
10	18" RCP	LF	314
11	18" FLARED END SECTION AND RIP RAP	EACH	1
REPAIR OF SANITARY SEWER SYSTEM			
12	REPAIR IMPROPERLY INSTALLED SERVICE TEE	EACH	6
13	INSTALL MANHOLE AT 6" SERVICE LINE	EACH	1
14	REPAIR PIPE AT MANHOLE	EACH	1
15	RELAY POORLY INSTALLED SEWER MAIN	LF	260
TOTAL			

TABLE 3

**ANTICIPATED CORRECTIONS TO IMPROVEMENTS IN ALREADY
 DEVELOPED AREAS (SUBJECT TO CHANGE, THIS INFORMATION IS**

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
1	REMOVE EXISTING FLATWORK	SY	254
2	OVER EXCAVATE AND REMOVE UNSUITABLE MATERIAL AND REPLACE WITH GRANULAR	CY	85
3	6" CONCRETE WITH WWF	SY	254
4	GROUT INJECTION	EACH	3
5	MOBILIZATION	LS	1
6	REMOVE AND REPLACE EXISTING LANDSCAPE	SF	1,104
7	GRADING MODIFICATIONS	SY	122
8	HBP(GR SX)(PG 64-22)(75) (2" OVERLAY)	TON	45
TOTAL			

TABLE 4

CORRECTIONS WORK TO GREEN COURT ONLY			
ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
1	REMOVAL OF ASPHALT MAT (PLANNING)(EDGE	SY	1100
2	CURB AND GUTTER (TYPE 2, SECTION IIB)	LF	383
3	SIDEWALK	SY	247
4	CROSSPAN	SY	80
5	HANDICAP RAMPS W/ TRUNCATED DOMES	SY	28
6	HBP (PG 64-22)(75)	TON	256
7	HBP(PG64-22)(75)(PATCHING)	TON	247
TOTAL			

COST ALLOCATION: Seller shall reimburse Buyer 100% of the costs to complete the improvements listed in Table 3. Buyer shall be responsible for 100% of the cost to complete the improvements listed in Tables 1 and 2. Buyer shall be responsible for the first \$37,000 of the cost to complete the improvements listed in Table 4. Buyer and Seller shall share 50% / 50%, the cost to complete the improvements listed in Table 4 in excess of \$37,000. Payments to Buyer shall be subject to the award of a contract for the work reasonably acceptable to Seller; and the submittal of verifiable invoices within 30 days of completion of the work. Payments by Seller to Buyer will be made within 30 days of receipt of invoice.

**FIRST AMENDMENT TO THE CONTRACT TO BUY AND SELL REAL ESTATE
BETWEEN WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
AND BOULDER CREEK NEIGHBORHOODS, LLC, DATED MAY 15, 2013**

WHEREAS, Westminster Economic Development Authority ("WEDA"), as Seller, and Boulder Creek Neighborhoods, LLC ("Boulder Creek"), as Buyer, are parties to that certain Contract to Buy and Sell Real Estate (Holly Park) dated May 15, 2013 (the "Contract"), and

WHEREAS, WEDA and Boulder Creek wish to extend the deadline for WEDA's approval of the Contract.

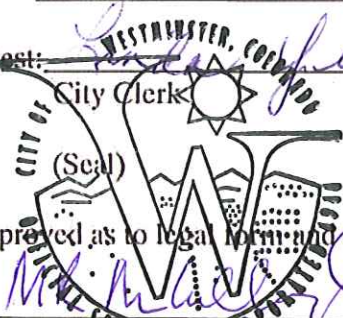
NOW, THEREFORE, WEDA and Boulder Creek agree to amend the Contract described above as follows:

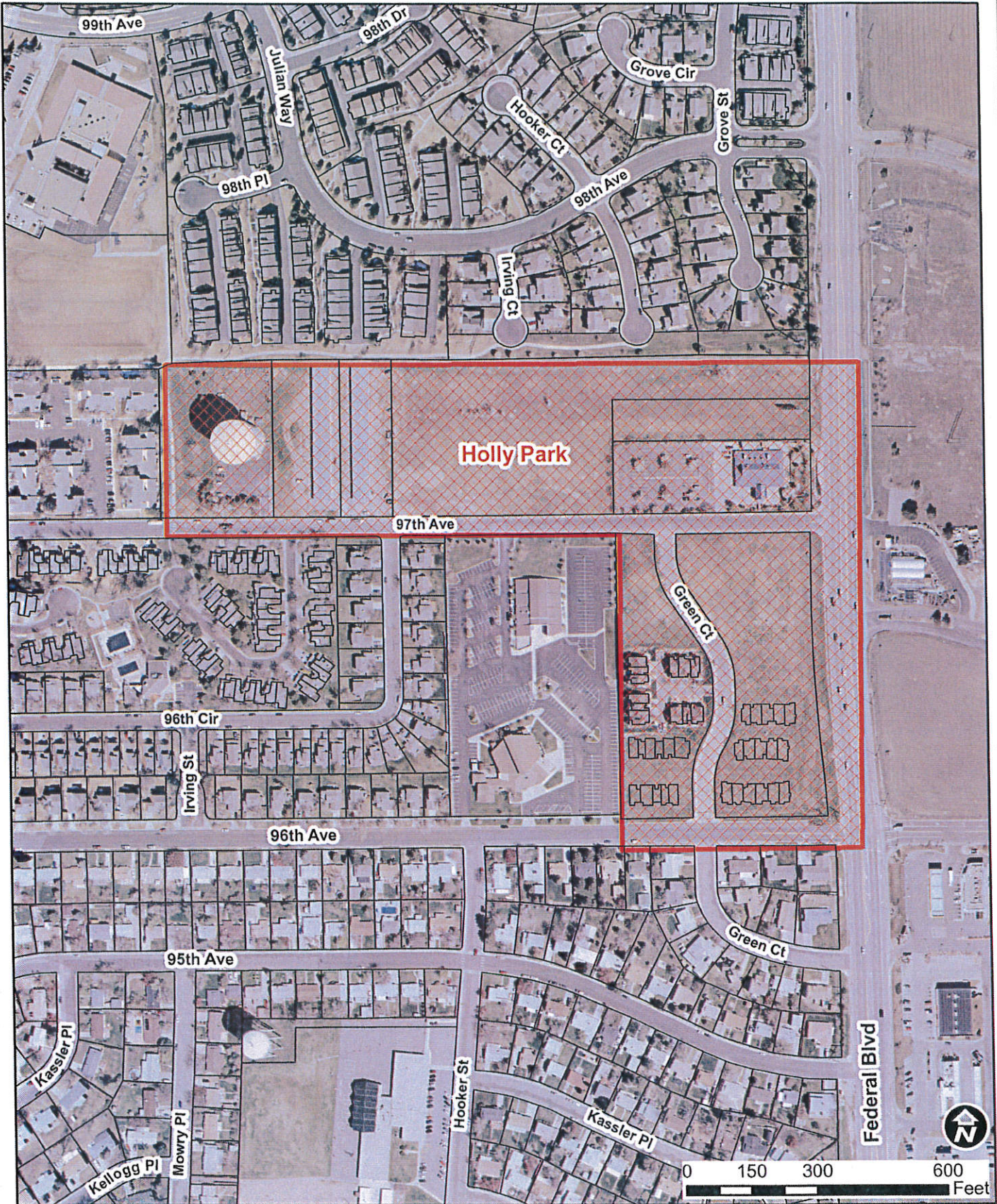
1. Section 25.d., Subject to Approval, shall be amended as follows:

This Contract is subject to approval by the Board of Commissions of the Westminster Economic Development Authority. Evidence of such approval satisfactory to Title Company shall be provided by Seller not later than August 30, 2013.

2. All other terms and conditions of the Contract shall remain in effect.

This Amendment is dated this 28th day of June, 2013.

Seller: WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY	Buyer: BOULDER CREEK NEIGHBORHOODS, LLC
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Printed Name: <u>J. Brent McFall</u>	Printed Name: <u>Steven A. Erickson</u>
Title: <u>Executive Director</u>	Title: <u>Authorized Signer</u>
Attest: <u>[Signature]</u> City Clerk	Attest: <u>[Signature]</u>
 Approved as to legal form and content: <u>[Signature]</u> Office of the City Attorney	(Corporate Seal, if applicable)

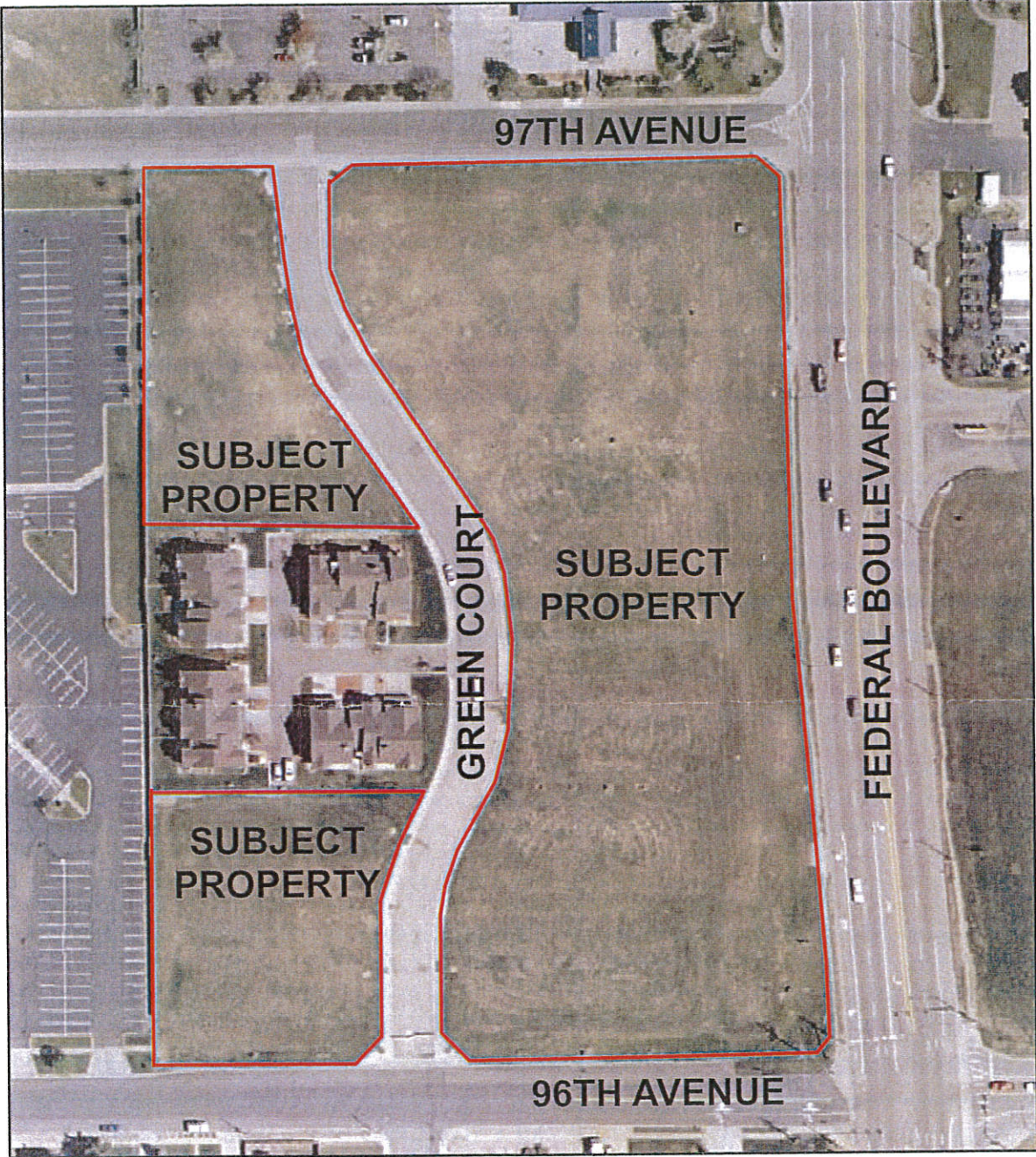


1 inch = 300 feet



Holly Park URA

Holly Park Urban Renewal Area



HOLLYPARK SUBDIVISION

