



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 Meeting (September 8, 2014)
- 4. Report of City Officials
 - A. City Manager's Report
- 5. City Council Comments
- 6. Presentations
 - A. Presentation of 2014 Business Legacy Awards
 - B. Red Ribbon Month Proclamation
 - C. Fire Prevention 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 August 2014
 - B. Amendment of Pacific Companies and Urban Pacific Multi-Housing LLC Contract to Buy and Sell Real Estate
 - C. Award of Construction Contract for Ranch Creek Underpass and Trails Project
 - D. Award of Construction Engineering Services Contract for Ranch Creek Underpass and Trails Project
 - E. Westminster Center Urban Reinvestment Project – Award of Surveying Contract for Grading Project
 - F. 2015 Property and Liability Insurance Renewal
 - G. Special Legal Counsel Services for Conversion of NBC Metro District
- 9. Appointments and Resignations
- 10. Public Hearings and Other New Business
 - A. Councillor’s Bill No. 25 re 3rd Amendment to the EDA with Church Ranch Hotel Companies
 - B. Resolution No. 20 in Support of Adams 12 Five Star Schools Bond Proposal and Mill Levy Override
 - C. Resolution No. 21 in Support of Adams County School District 50 Bond Proposal and Mill Levy Override
- 11. Old Business and Passage of Ordinances on Second Reading
- 12. Miscellaneous Business and Executive Session
 - A. City Council
 - B. Executive Session to discuss a personnel matter (Presiding Judge’s performance evaluation) pursuant to Section 1-11-3(C)(1), W.M.C., and Section 24-6-402(4)(f), C.R.S.
- 13. Adjournment

NOTE: Persons needing an accommodation must notify the City Clerk no later than noon on the Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. You can call 303-658-2161/TTY 711 or State Relay or write to lyeager@cityofwestminster.us to make a reasonable accommodation request.

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.



2014 CITY OF WESTMINSTER STRATEGIC PLAN



VISIONARY LEADERSHIP & EFFECTIVE GOVERNANCE

The City of Westminster has articulated a clear vision for the future of the community. The vision

is implemented through collaborative and transparent decision making.

- Secure a replacement for our retiring City Manager that has the combination of experience, knowledge, style and values that are consistent with City Council vision and organizational values; ensure a smooth transition.



VIBRANT & INCLUSIVE NEIGHBORHOODS

Westminster provides housing options for a diverse demographic citizenry, in unique settings

with community identity, ownership and sense of place, with easy access to amenities, shopping and employment.

- Complete St. Anthony North Hospital (84th Avenue) impact analysis
- Create an Arts District



COMPREHENSIVE COMMUNITY ENGAGEMENT

Westminster is represented by inclusive cultural, business, nonprofit and geographic participation.

Members of the community are involved in activities; they are empowered to address community needs and important community issues.

- Create an Inclusiveness Commission



BEAUTIFUL, DESIRABLE, ENVIRONMENTALLY RESPONSIBLE CITY

Westminster thoughtfully creates special places and settings. The city is an active steward, protecting and enhancing natural resources and environmental assets. The city promotes and fosters healthy communities.

- Develop and implement Open Space Master Plan
- Identify and implement alternative energy options for city facilities
- Achieve “Solar City” designation to benefit both our environment and economy



PROACTIVE REGIONAL COLLABORATION

Westminster is proactively engaged with our partners to advance the common interests of the region.

- Collaborate with counties, school districts and neighboring cities



DYNAMIC, DIVERSE ECONOMY

Westminster is a local government that fosters social, economic, and environmental vitality and cultivates and strengthens a wide array of economic opportunities.

- Construct Westminster Station and develop TOD area
- Identify and pursue FasTracks next step
- Continue North I-25 development
- Proceed with Phase I of the Westminster Center Reinvestment Project
- Advance business attraction strategy
- Encourage the development of chef-owned and/or operated restaurants
- Grow small businesses through incubation



EXCELLENCE IN CITY SERVICES

Westminster leads the region in a culture of innovation that exceeds expectations in all city services – the city is known for “the Westy Way.”

- Analyze Fire/EMS alternative service delivery
- Provide improved collaboration and communication between City Council and employees at all levels of the organization
- Improve planning and permit process to be business friendly and achieve city goals



EASE OF MOBILITY

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional

- transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability and mass transit options.*
- Enhance trail connectivity

VISION: *Westminster is an enduring community – a unique sense of place and identity; we have a choice of desirable neighborhoods that are beautiful and sustainable by design. Westminster residents enjoy convenient choices for an active, healthy lifestyle, are safe and secure, and have ease of mobility within our City and convenient connection to the metro area. Westminster is a respectful, diverse community in which*

residents are engaged. Westminster City Government provides exceptional city services, and has a strong tax base through a sustainable local economy.

MISSION: *Our job is to deliver exceptional value and quality of life through S-P-I-R-I-T (Service, Pride, Integrity, Responsibility, Innovation, Teamwork)*

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, SEPTEMBER 8, 2014, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Faith Winter, and Councillors Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager J. Brent McFall, Deputy City Attorney Jane Greenfield, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Briggs moved, seconded by Councillor Baker, to approve the minutes of the regular meeting of August 25, 2014, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reminded the audience that comments concerning the 2015-2016 Budget should be made during the public hearing on that topic; all other comments should be addressed to City Council during Citizen Communication.

The public was invited to drop by the Community Room in the City Park Recreation Center on Wednesday, September 9, from 4:30 to 7:00 p.m. to see the proposed development plan for Downtown Westminster. Staff and a representative of Oliver McMillan would be available to answer questions and listen to comments. This was an exciting, long-awaited event.

After adjournment of this meeting, the Council would hear a post-meeting presentation concerning the urban renewal designation of the Westminster Station TOD Area. The public was welcome to attend.

At the conclusion of the presentation, Council would consider meeting in executive session to review semi-finalist recommendations for the City Attorney position and to discuss issues that might be subject to negotiation pursuant to Section 1-11-3(C)(1), (5), and (7), Westminster Municipal Code; and Sections 24-6-402(4)(b), (c), (f), and (g) and 24-72-204(3), Colorado Revised Statutes.

COUNCIL REPORTS

Councillor Baker spoke in support of comprehensive community engagement, a goal of the Council's Strategic Plan. It required inclusiveness gained through patience, tolerance, and curiosity to incorporate people who think differently and would not see everything the same way.

Councillor Briggs reminded the public of three events being held on Saturday, September 13: Putts for a Purpose held by Hyland Hills Foundation at 9 a.m. at Adventure Golf; a 1 p.m. tour of the Pillar of Fire at 84th and Federal to hear about the ghost, the cemeteries and to tour the historic building; and the Butterfly Pavilion Annual Gala at 6 p.m. On September 19 the Ranum/Westminster Golf Tournament would be held at Hyland Hills Golf Course.

Councillor Garcia reminded the public of the Orchard Festival, a community celebration worth attending, to be held on September 27 at 73rd and Orchard. He congratulated Councillor Briggs, whose Colorado State University Rams had won the Rocky Mountain Football Showdown over his University of Colorado Buffalos.

Councillor Garcia responded to recent comments and criticism concerning the decision to allow collective bargaining and how the decision to direct staff to draft an ordinance had been made after careful consideration of options and the City's Home Rule authority. Voters' rights were not being violated, but rather the Council was exercising the rights granted by voters when elected to serve. Over 80% of firefighters had said they wanted to stay in their careers and be safe. Council had acknowledged them.

Mayor Pro Tem Winter said her decision had been guided by values of hard work, local control and belief in the “Westy” way of working together. Senate Bill 13-25 had been passed by the legislature and signed by the governor, but not all of its provisions were desirable, such as the section requiring that impasses be sent directly to voters in a special election. Firefighters had come to Council and said they could be safer and provide better customer service. It was her responsibility to listen to solutions.

Councillor Pinter announced that this was Councillor and Mrs. Briggs’ 57th wedding anniversary. She congratulated him, noting that his attendance at tonight’s meeting spoke to his sense of the City’s family. She thanked employees for preserving the sense of family, for demonstrating SPIRIT values, and respect for one another. Council’s discussions had started with the same values: love of the City and of community. The firefighters’ union had been in existence for a long, long time; and when 80% of the department asked for collective bargaining, Council had to take the request seriously and treat them with dignity.

Councillor Seitz agreed that when 80% of a department signed a petition, she was going to listen. As a strong supporter of Home Rule, she respected and trusted management and was confident a good framework for collective bargaining with firefighters would be forthcoming.

Mayor Atchison called attention to Consent Agenda Item 8A to ratify 2014 contractual payment to Republic Services, Inc. Republic Services’ employees had been honored at the Westminster Public Safety Recognition Foundation 911 Banquet for their expertise and assistance in the homicide investigation of a 19-year old woman, whose body was purportedly placed in a dumpster that would have been deposited in the Tower Road Landfill. The employees that helped Police Officers over a 30-day period, had experience in other homicide investigations and made suggestions that enhanced the search procedures. While the body had not been recovered, personal effects of the victim had been found that would help in prosecution of the case. The Mayor thanked Republic Service employees again, although they were not present.

CONSTITUTION WEEK PROCLAMATION

Councillor Garcia presented to members of the Daughters of the American Revolution a proclamation signed by the Mayor to name September 17 through 23, 2014, Constitution Week in recognition of the 227th anniversary of drafting the United States Constitution.

2014-2015 MEMBERS OF YOUTH ADVISORY PANEL RECOGNIZED

Mayor Pro Tem Winter acknowledged the incoming members and officers of the 2014-2015 Youth Advisory Panel. They were: Christian Femrite, Legacy High School, Chairperson; Ryan Blay, Jefferson Academy, Vice Chairperson; Madelaine Schmidt, Pomona High School, Secretary; Joleena Strange, Pomona High School, Treasurer; Adam Salas, Standley Lake High School, Public Information Officer; Andrew Cannata, Standley Lake High School; Anny Gonzales, Ralston Valley; Uriah Hernandez, Westminster High School; Mikayla Martin, Faith Academy; Amery Mateo, Legacy High School; Emily McCandlish, Holy Family High School; Madison Moi, Faith Academy; Andrew Salas, Standley Lake High School; Ty Schnurr, Standley Lake High School; and Levi Drew, Mountain Range High School.

CITIZEN COMMUNICATION

Betty Whorton, Chair of the Public Safety Recognition Foundation 911 Awards Banquet, reminded Council that the Foundation’s purpose was to honor the City’s public safety heroes and not to get involved in City politics. A postcard thanking Mayor Pro Tem Winter and Councillors Garcia, Pinter and Seitz for looking out for firefighters’ safety and encouraging others to call or send gratitude was being distributed on banquet chairs by a young, unidentified woman. The postcard was inappropriate at the Awards Banquet, was not endorsed by the Foundation, and was removed from seats with the assistance of Police Officers and Firefighters before the majority of guests arrived. Political statements were unwelcome and contrary to the purpose of the Awards Banquet.

Audrey DeBarros, executive director of US 36 Commuting Solutions, distributed information about a congestion mitigation program that would be launched to coincide with the remaining project to improve transportation on US 36. The program would provide incentives to encourage solo drivers to try other commuting options and to build awareness of the multi-modal roadway prior to its opening in early 2015. She encouraged Council to spread the message to businesses, City employees, and residents.

Jeremy Rodriguez, Constituent Services Representative for Congressman Ed Perlmutter, updated Council on the Congressman's recent activities. The Congressman's office had a variety of services that could help members of the community, including the ability to nominate high school graduates to military academies.

Mark Clark, President of the Board of Education for Adams 12 Five Star School District, described issues the Board had placed on the November 4, 2014, ballot and the needs of the District. He asked for Council's support in getting the issues passed.

Speaking in support of collective bargaining for firefighters were: Mike Melio, 8219 West 90th Place; Howard Arnold, 7675 Meade Street; Jane Banzin, 5630 West 102nd Place; Robert Lingren, 5711 West 92nd Avenue; James Feggstad, 4380 South Monaco Street in Denver; Mark Vanden Abbleele, 5657 West 100th Circle; Marty LaRusso, 11236 Clay Court; Shawn Caswell, 8984 West Ontario in Littleton; and Ellen Buckley, 8060 King Street. They supported City Council's decision to direct that an ordinance be drafted to outline the framework for collective bargaining rather than sending the question to the ballot. Firefighting was a dangerous occupation and the safety of firefighters was of importance to the community.

Questioning the need for collective bargaining for firefighters were: Jackie Bonavida, 12685 Wolff Street in Broomfield; Dave DeMott, 9640 West 105th Way; Will Leo, 1915 Harmony Park Drive; Greg Pries, 6211 West 108th Place; Jim McMurdo, 13250 Osage Street; Gary Newcomb, 7791 West 94th Place; Barb Cinkosky, 12625 Hazel Court; and Mary Lu Rea, 3921 West 97th Place. City Safety Committee statistics did not support statements that collective bargaining was needed for firefighter safety. Collective bargaining was a dramatic change in City policy with long-range financial impact that deserved public knowledge and input, if not a vote of the electorate.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: based upon the recommendation of the City Manager, determine that the public interest would be best served by ratifying the contractual expenditure to Republic Services not to exceed \$58,750; based upon the recommendation of the City Manager, determine that the public interest would be best served by approving the Police Department's cumulative expenditures in 2014 to the North Metro Task Force in an amount not to exceed \$81,081; authorize the City Manager to award the bid and execute a contract with the lowest and most qualified bidder, Concrete Express, Inc., in the amount of \$2,444,475 for the construction of the Downtown Westminster Grading Project and authorize a construction contingency of \$367,000; authorize the City Manager to execute a contract with the low bidder, Glacier Construction, Inc., in the amount of \$918,800 for construction of the recommended repairs at the Semper Water Treatment Facility, plus a contingency of \$91,880, for a total authorized expenditure of \$1,010,680 and authorize a contract amendment with J&T Consulting, Inc. for construction management services in the amount of \$108,670, plus a contingency of \$10,867, for a total of \$119,537, increasing the total authorized expenditure with J&T Consulting, Inc. from the previously approved amount of \$235,543 to \$355,080; enter into a contract with the low bidder, T. Lowell Construction, Inc. in the amount of \$858,000 for construction of new water mains at Vance Street and 90th Avenue, plus a 15% contingency of \$128,700, for a total authorized expenditure of \$986,700; execute an amendment to the design contract with Jacobs Engineering Group, Inc. to include engineering services during construction in the amount of \$125,278, plus a contingency of \$12,528, for a total of \$137,806, increasing the total authorized expenditure with this firm from the previously approved amount of \$76,949 to \$214,755; reallocate \$93,995 from the Lowell Boulevard Water Main Capital Improvement account into the Brookhill/Vance Water Main Replacements Project to provide funds necessary to complete the project; authorize the City Manager to enter into an Intergovernmental

Agreement with the cities of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton and the Town of Bennett regarding municipal non-domestic violence inmate bed space allocations and a per diem fee assessment process for use of the Adams County Detention Facility; authorize City Staff to submit project applications to the Denver Regional Council of Governments for funding in the 2016 - 2021 Transportation Improvement Program; final passage on second reading of Councillor's Bill No. 23, providing for a supplemental appropriation of funds to the 2014 budget of the General and General Capital Improvement Funds; and final passage on second reading of Councillor's Bill No. 24, authorizing the supplemental appropriation of federal grant funding from the Regional Air Quality Council in the amount of \$55,260 for the purchase and installation of Global Positioning Systems on vehicles in the City's fleet.

Mayor Atchison announced that Items 8B and 8C were being removed for individual consideration at the request of Councillor Baker. It was moved by Councillor Pinter, seconded by Councillor Seitz, to approve the consent agenda, excluding Items 8B and 8C. The motion passed with all Councillors voting affirmatively.

POLICE DEPARTMENT PAYMENT TO NORTH METRO TASK FORCE TO EXCEED \$50,000

Mayor Pro Tem Winter moved to determine that the public interest would be best served by approving the Police Department's cumulative expenditures in 2014 to the North Metro Task Force in an amount not to exceed \$81,081. Councillor Pinter seconded the motion, which passed by a 6:1 margin with Councillor Baker voting no for reasons stated.

WURP GRADING PROJECT – AWARD OF CONSTRUCTION CONTRACT

Councillor Garcia moved, seconded by Councillor Seitz, to authorize the City Manager to award the bid and execute a contract with the lowest and most qualified bidder, Concrete Express, Inc., in the amount of \$2,444,475 for the construction of the Downtown Westminster Grading Project and authorize a construction contingency of \$367,000. Following brief discussion, the motion passed on a 6:1 vote with Councillor Baker dissenting.

RESOLUTION NO. 19 FILLING A VACANCY ON THE PERSONNEL BOARD

Councillor Seitz moved, seconded by Councillor Briggs, to adopt Resolution No. 19 appointing John Stutts to fill a vacancy on the Personnel Board. The motion passed unanimously on roll call vote.

PUBLIC HEARING ON PROPOSED 2015/2016 BUDGET

Mr. McFall summarized proposed revenues and expenditures in the General Fund, Utility Fund and Capital Improvement Funds. The property tax mill levy would remain 3.65 mills, was one of the lowest in the region, and had not changed in more than 20 years. It constituted approximately 4% of the General Fund. The primary source of General Fund revenue (65%) was derived from sales and use taxes. Economic conditions were improving from the great recession, and Mr. McFall recapped proposed changes in personnel that would be added in 2015 and 2016. This was the public's final opportunity to provide input concerning the proposed budget, which would be the focus of review and discussion at City Council's upcoming retreat on September 29 and 30.

At 9:14 p.m., Mayor Atchison opened the hearing to public comment. Lisa Bressler, Chair of the Environmental Advisory Board, requested that funding of the Board's recycling awareness efforts be increased by \$3,000. Linda Graybeal, President of the Westminster Historical Society, reminded Council of the Society's budget request for a specific staff position to represent the City, to help coordinate historic preservation throughout the City, and to assist in preparing for a Cultural and Creative District and/or historic designation; additional project funding of \$20,000; and the annual funding of \$5,000 reflected in City Council's Resolution for the Cultural and Creative District to be used for historic signage to begin marketing the district.

No others wished to speak, and the Mayor closed the hearing at 9:23 p.m.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 9:24 p.m.

ATTEST:

City Clerk

Mayor



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Presentation of the 2014 Business Legacy Awards

Prepared By: Ryan Johnson, Economic Development Specialist

Recommended City Council Action

City Council will present Business Legacy Awards to Westminster businesses celebrating 25-50 years of being in business in Westminster.

Summary Statement

- For the past several years, the City has celebrated and recognized local businesses for their role as essential components to the continued strength, well being, and high quality of life of Westminster. In total, nearly 43 businesses ranging from 25 years of being in business up to 50 years of being in business will have been recognized in 2014.
- 29 businesses will be recognized on September 22, 2014, for their 25th through 50th anniversary of doing business in Westminster. The recognition includes the following:
 - Recognition Reception pre-meeting to get acquainted with award recipients;
 - Presentation of Awards by the Mayor and City Council at the Council meeting;
 - Group photos with businesses, the Mayor and City Council; and
 - Economic Development staff will be present to facilitate handing out awards.
- The Recognition Reception is hosted in part by Chili's.
- A profile featuring all of the 2014 honorees is also being compiled and will be distributed later in 2014 in the Westminster Window as a special section.

Expenditure Required: \$3,200 for the 3rd quarter event

Source of Funds: General Fund - Economic Development Division Operating Budget

Policy Issue

Should City Council take time to thank City of Westminster businesses for their investment in Westminster?

Alternatives

1. Stop providing awards to businesses. This alternative is not preferred because the business community appreciates this recognition and these businesses receive a great amount of exposure by being recognized. Additionally, recognition helps the City communicate to the business community the desire to retain a diverse and high quality business community.
2. Provide awards to more businesses. This alternative is not preferred because City Staff currently participates in other awards and recognition programs throughout the region that recognizes Westminster businesses for other contributions to the community.
3. Provide awards in another setting. This alternative is not preferred as the current setting provides more interaction between the business owners and the City Council.

Background Information

The City of Westminster has a long tradition of recognizing businesses that have been in business for 25 years or more in five year increments. Local businesses provide employment, shopping, entertainment and recreational opportunities for all citizens. The roughly 3,000 licensed Westminster businesses contribute to the City’s operating funds through revenue generated from sales and use tax, accommodations and admissions tax, as well as property tax collections. Businesses also enrich the quality of life in Westminster by supporting community organizations with financial and in-kind contributions. The high caliber mix of retail, service, and corporate office establishments found in Westminster is virtually unparalleled in northwest metro Denver.

During this second event in 2014, the City is recognizing the following businesses celebrating their 25th through 50th anniversary of doing business in Westminster.

Business Legacy Award Recipients

Business Name	Anniversary
Adventure Golf and Raceway	25
Benson & Benson Metals Company Inc.	25
Bova's Italian Restaurant	25
Christopher Floral and Artwork	25
Corner Store #4145 - 8160 Sheridan Blvd.	25
Goodwill Industries of Denver	25
Lee's Home Daycare	25
Marchese – Stained Glass	25
North Metro Community Services	25
O'Reilly Auto Parts #2711	25
Pension and Consultants Group Inc.	25
Vintage International Inc.	25
Young Dentistry for Children	25
Burger King #3897 – 7613 W. 88 th Ave.	30
Fidelity National Title Co.	30

7 Eleven Store #25325 – 12057 Pecos St.	30
Arby's Restaurant #5926 – 7055 Federal Blvd.	30
Comminiello's Meats, Inc.	30
Kloor Chiropractic & Wellness	30
State Farm Insurance - Vezina	30
Verizon Wireless	30
Children's Dentistry	35
Perkins Restaurant & Bakery #1085	35
Stadium Foreign Auto Parts, Inc.	40
Hunter Company	40
Pizza Hut #4868 – 7820 Sheridan Blvd.	40
Westminster Coin Jewelry and Sports Appraisals.com	40
Answer All Secretarial Service	50
S & R Mechanical, Inc.	50

The Business Legacy Awards meet the City Council's Strategic Plan goal of building a Dynamic, Diverse Economy through recognition of those businesses who have made a significant commitment to the community by choosing to locate and operate their business in Westminster for over 25 years.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Order of Events
- Business Legacy Awards Staging Map

Business Legacy Awards Order of Events

Monday September 22, 2014

Below is an outline of events for the upcoming Business Legacy Awards reception and presentation on September 22, 2014. Please note that Economic Development Staff as well as others will be in attendance and can serve as an information resource and make introductions. The Mayor and City Council are invited to attend the reception as early as practicable after their Pre-Meeting.

Our primary message during the event is "Thank you for doing business in Westminster."

6:00-7:00 pm

- Reception to be held for those businesses being honored
- Reception will be held in the upper atrium area outside the City Council Board Room
- City Council and Staff are invited to attend during this time to mingle with those people who are here to be recognized
- Heavy hors d'oeuvres and beverages will be provided during this reception

6:00-6:30 pm

- The City Council will attend the reception before the City Council Pre-Meeting

6:30-7:00 pm

- The City Council will attend their Pre-Meeting while the reception continues until about 6:50 pm

6:50-7:00 pm

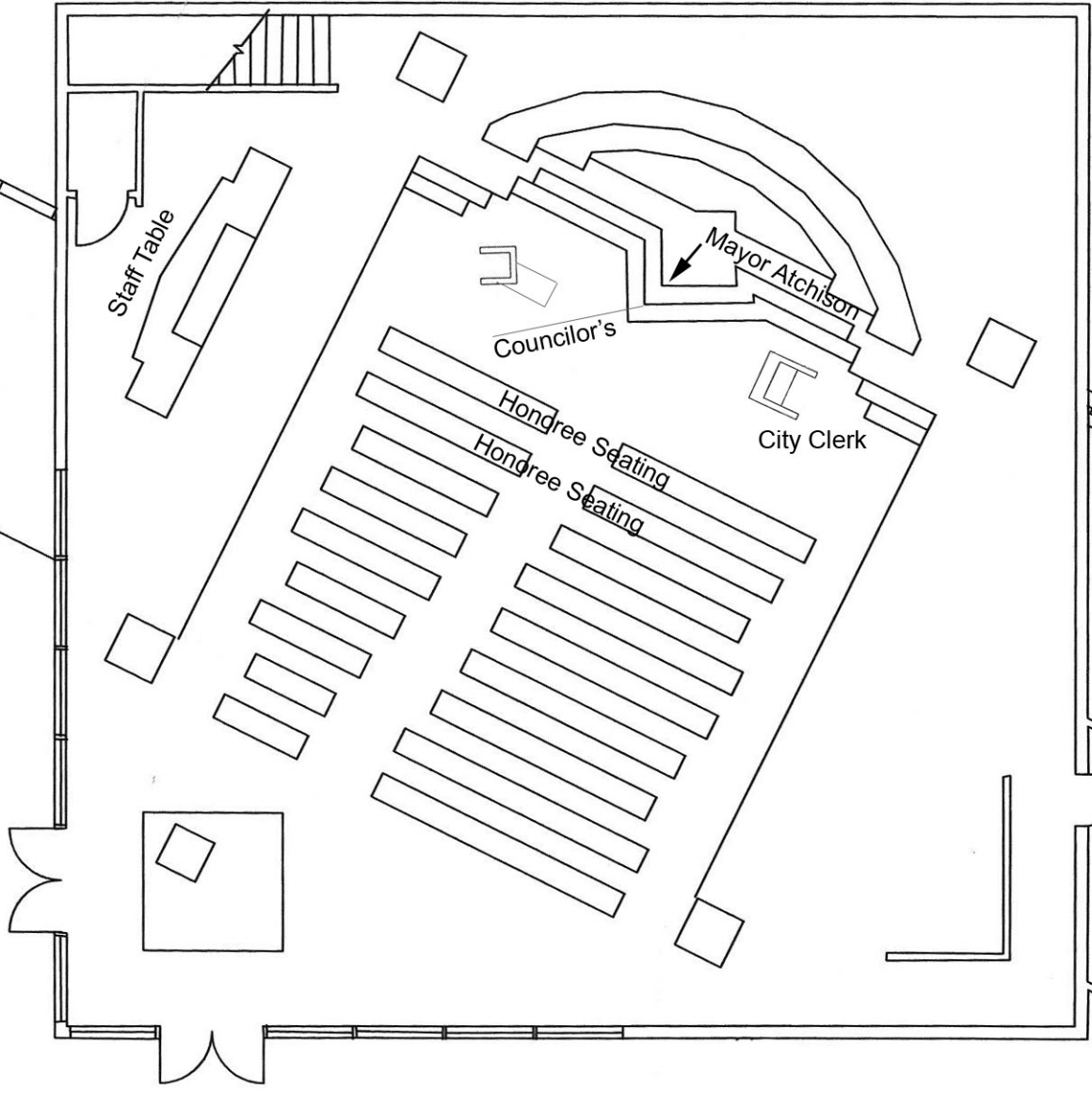
- Those people who are accepting an award will find their assigned seats in the City Council Chambers

7:00 pm – City Council Meeting Starts

When the Business Legacy Awards items comes up on the agenda:

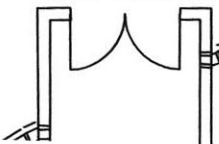
- Mayor Atchison is asked to introduce Economic Development Specialist Ryan Johnson to start the awards presentation.
- During the Economic Development introduction, the City Council is asked to come down and stand on the steps (as shown on the attached staging map).
- A total of 29 businesses are being invited to be recognized, though some may not be able to attend that evening.
- As each business is called up, they will shake the hands of City Council and the Mayor will present the business representative with the award
- At this time, the business representative will take a photo with the Mayor and then stand off to the side and wait until all of the businesses (who are present) have taken individual photos.
- After all of the businesses (who are present) have taken their individual photo with the Mayor, the group will combine with City Council on the steps for a group photo.
- After the photograph has been taken, the group of businesses will find their seats or leave.

Business Legacy Awards Staging Plan



City Hall Lobby

Main Entrance





Agenda Item 6 B

Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Red Ribbon Month Proclamation

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Councillor Briggs to present the proclamation for Red Ribbon Month to the Westminster Area Community Awareness Action Team.

Summary Statement

- As in the past, the City is joining the Westminster Area Community Awareness Action Team, local schools, churches, and area businesses to take a public stand against drugs and to show a personal commitment to a drug-free lifestyle through the symbol of the Red Ribbon.
- While Red Ribbon Week is observed annually from October 23 through 31, in actuality the last nine days of October, activities are growing to encompass the entire month of October. The red ribbon symbolizes intolerance towards the use of drugs: no use of illegal drugs and no illegal use of legal drugs. The theme of this year's national campaign is, "Love Yourself Be Drug Free."
- Members of the Westminster Area Community Awareness Action Team Board of Directors will be present to accept the proclamation.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Red Ribbon Week emerged from the creation of Camarena Clubs, which were established in 1985 to honor the memory of Drug Enforcement Agent Enrique “Kiki” Camarena, who was killed in the line of duty. By wearing red ribbons, Americans demonstrate their ardent support of a healthy, drug-free lifestyle and pay homage to all men and women who have made the ultimate sacrifice in support of our nation’s struggle against drug trafficking and abuse. Each year, activities increase throughout the month of October and this is the first year that Westminster will join in proclaiming October to be Red Ribbon Month. Through its participation, the City of Westminster joins thousands of other municipalities in Colorado and the United States to present a unified and visible commitment to create a drug-free America.

This proclamation supports City Council’s strategic goals of Proactive Regional Collaboration and of Comprehensive Community Engagement by joining businesses, schools, non-profit organizations, and other front-range governmental entities in spreading awareness through drug prevention education activities that constitute a public statement about the positive societal impacts of a drug-free lifestyle.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Proclamation

WHEREAS, Alcohol, tobacco and other drug use by our youth is a threat to the future of our nation; and

WHEREAS, It is imperative that a unified and visible commitment of prevention efforts by community members be continued to reduce the demand for illegal drugs and illegal use of legal drugs; and

WHEREAS, The National Family Partnership and the Westminster Area Community Awareness Action Team (C.A.A.T.) are sponsoring the national, statewide and local Red Ribbon Campaign, offering citizens the opportunity to demonstrate their commitment toward helping children stay drug free as they grow up; and

WHEREAS, This year's national theme, "Love Yourself Be Drug Free," will headline celebrations in communities across the nation during Red Ribbon Week, October 23 through October 31, 2014; and

WHEREAS, Westminster area school students and faculty, businesses, government, law enforcement, religious institutions, service organizations, youth, health providers, senior citizens, sports teams, and individuals will demonstrate their commitment to drug-free lifestyles by wearing and displaying red ribbons during the campaign; and

WHEREAS, The City of Westminster is committed to assisting with the success of the Red Ribbon Campaign.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim October to be

RED RIBBON MONTH

and October 23 through October 31, 2014, to be

RED RIBBON WEEK

in the City of Westminster, and encourage our citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug-free community.

Signed this 22nd day of September, 2014.

Herb Atchison, Mayor



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Proclamation re Fire Prevention Month

Prepared By: Sherrie L. Leeka, Public Education Officer
Bob Hose, Fire Marshal

Recommended City Council Action

Councillor Pinter to present the proclamation designating October as Fire Prevention Month.

Summary Statement

- Annually, the President of the United States proclaims a week in October as Fire Prevention Week. This designation always occurs during the week that includes October 9th, the anniversary of the Great Chicago Fire.
- The National Fire Protection Association (NFPA) designates the theme for National Fire Prevention Week every year. The theme for 2014 is Working Smoke Alarms Save Lives, Test Yours Every Month.”
- In order to provide a fire safe community, the City of Westminster extends the celebration of Fire Prevention Week for the entire month of October. The Westminster Fire Department promotes the campaign with fire safety presentations at schools throughout the community, a fire safety coloring contest for third grade children in the City, and a number of community events with local businesses regarding public safety. This year, the Westminster Fire Department has further partnered with the Fire and Life Safety Educators of Colorado to encourage all residents to make and practice a home escape plan during fire prevention month.
- Tours and programs will also be held at the City's fire stations. Throughout the month, several thousand citizens are expected to take advantage of these special programs. Westminster citizens will be encouraged to participate in the NFPA Fire Prevention theme, “Working Smoke Alarms Save Lives, Test Yours Every Month.”
- Public Education Officer Sherrie Leeka will be present to accept the Proclamation on behalf of the Fire Department.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Non Identified

Alternative

None Identified

Background Information

Fire Service professionals throughout the United States will celebrate Fire Prevention Week October 5-11, 2014. Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic October 9, 1871 conflagration that killed more than 250 people. In 1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9th falls.

During Fire Prevention Month, the Westminster Fire Department will promote the theme “Working Smoke Alarms Save Lives, Test Yours Every Month” throughout the community. This theme focuses on ensuring smoke alarms are present, working, and tested monthly along with integrating fire safety behaviors into your daily activities. We can each do more by:

- Maintaining working smoke alarms in our homes and changing the batteries twice a year when we change our clocks to accommodate daylight savings time, “spring forward and fall back.”
- Make a home escape plan with two ways out and practice it twice a year with your family.
- Stay in the kitchen when frying, grilling or broiling food.
- Make sure the heating system is cleaned once a year.
- Never leave candles unattended.
- Make sure to have a carbon monoxide alarm near each sleeping area.

The Westminster Fire Department wants to bring a sense of safety and empowerment to our community and the best way to start is to have people ask themselves a simple question: What can I do to prevent fires?

This information is shared with the community through:

- Educational programs in local schools
- A 3rd grade coloring contest
- Safety demonstrations at Lowe’s on September 27th and Home Depot on October 4th
- Fire Station 4’s Open House on October 11th
- A booth at the City Halloween event at City Park Recreation Center on October 25th
- Fire station tours

This proclamation and the public education efforts of the Westminster Fire Department support the City of Westminster strategic plan goal of Excellence in City Services. The means to achieve this principle is by having citizens perceive that they are safe and taking personal responsibility for community safety.

Respectfully submitted,

Brent McFall
City Manager

Attachment - Proclamation

WHEREAS, in 2013 the United States had 3,240 civilian fire fatalities, 15,925 civilian injuries, and over 11.5 billion dollars in property loss due to structure fires; and,

WHEREAS, in 2013 the City of Westminster Fire Department responded to 9,397 emergency alarms, including 86 structure fires, and the City had over \$3,487,000 in building and content loss due to structure fires; and,

WHEREAS, in 2013 the City of Westminster had 11 citizens suffer fire-related injuries; and,

WHEREAS, Fire Prevention should be of concern to every Westminster citizen; and,

WHEREAS, the City of Westminster Fire Department depends on joint commitment and effort involving all citizens as well as firefighters to promote Fire Safety; and,

WHEREAS, the Westminster Fire Department has established a public education program that works to educate citizens on the hazards of fire and life safety; and,

WHEREAS, the national 2014 Fire Prevention Week theme, “Working Smoke Alarms Saves Lives, Test Yours Every Month” effectively serves to remind us all of the simple actions we can take to stay safe from fire during Fire Prevention Month and year-round,

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the month of October as

FIRE PREVENTION MONTH

in the City of Westminster, and urge all citizens to heed the important safety messages of Fire Prevention Month 2014 and to support the many public safety activities and efforts of the City of Westminster’s Fire Department.

Signed this 22nd day of September, 2014.

Herb Atchison, Mayor



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Financial Report for August, 2014

Prepared By: Tammy Hitchens, Finance Director

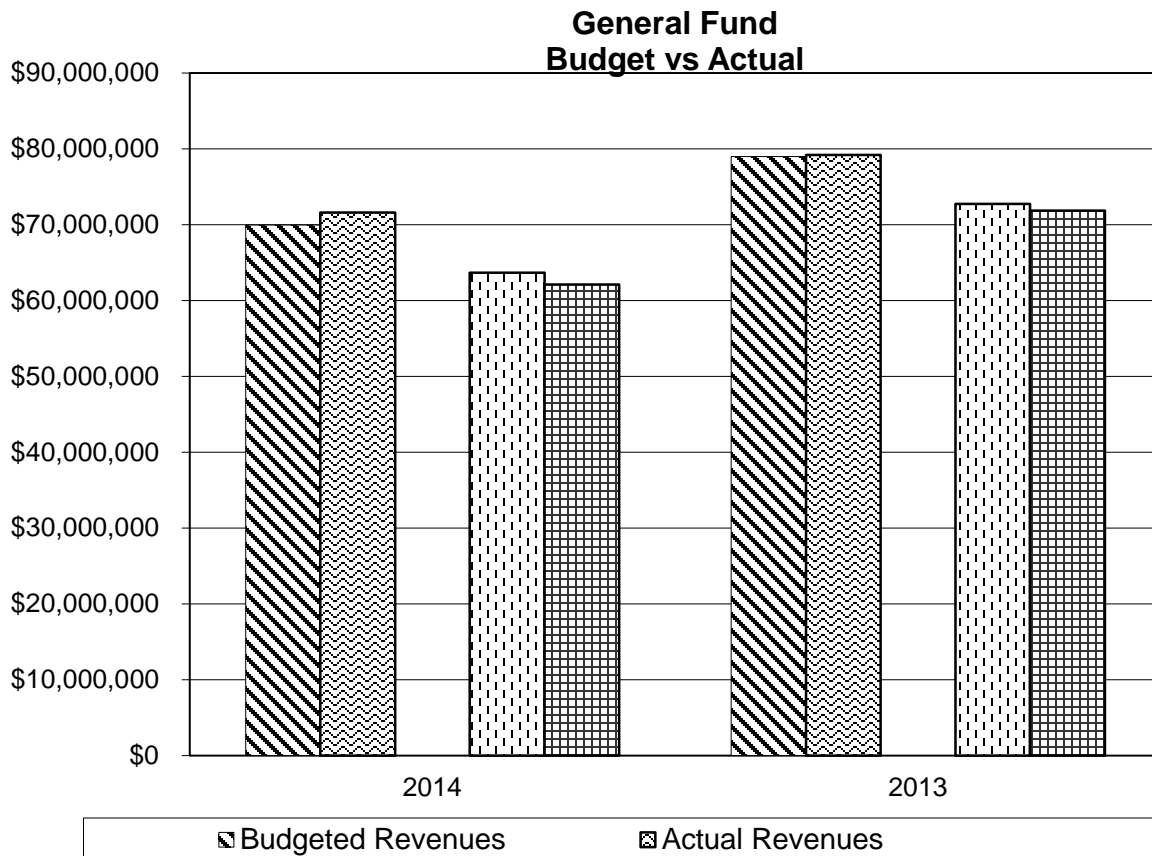
Recommended City Council Action

Accept the Financial Report for August 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 expenditures are pro-rated based on 10-year historical averages.

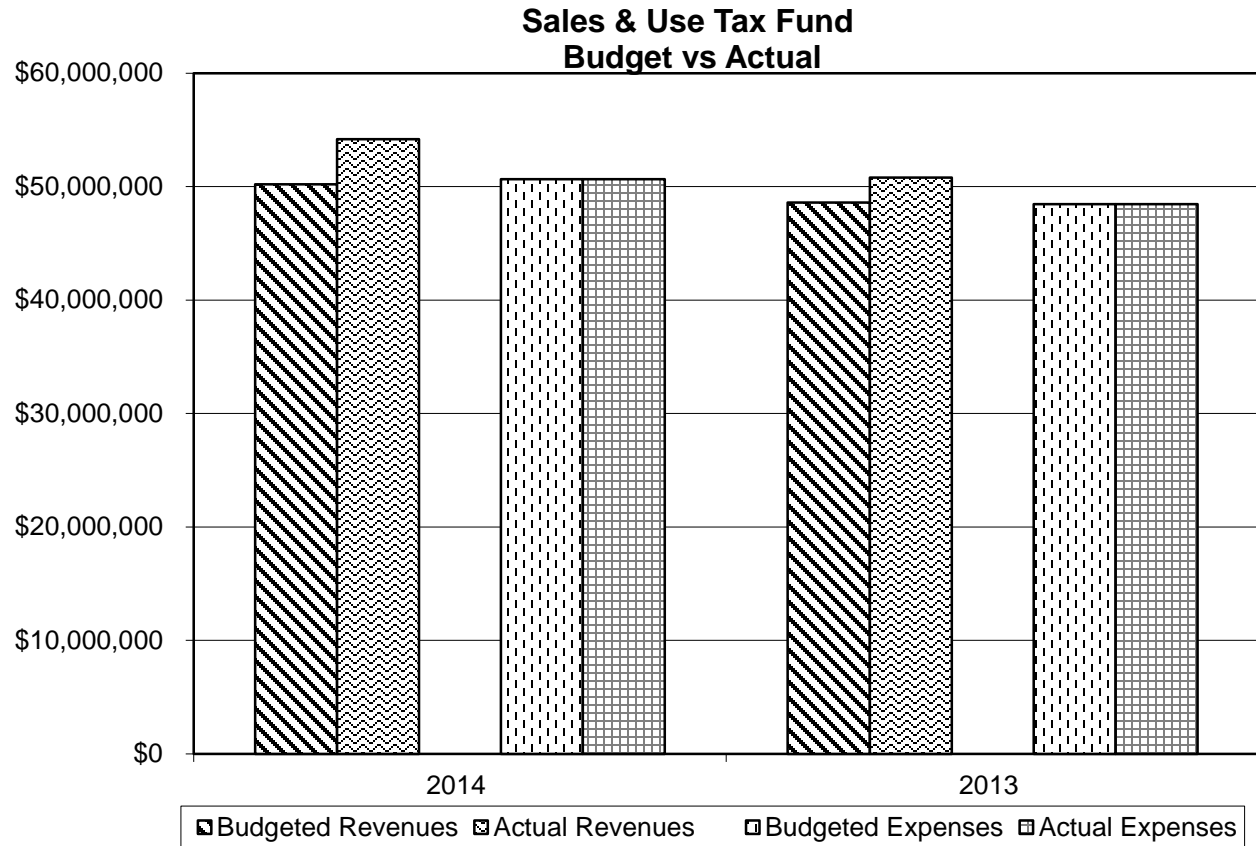
Current projections show General Fund revenues and carryover exceeding expenditures by \$3,201,310. The following graph represents Budget vs. Actual for 2013-2014.



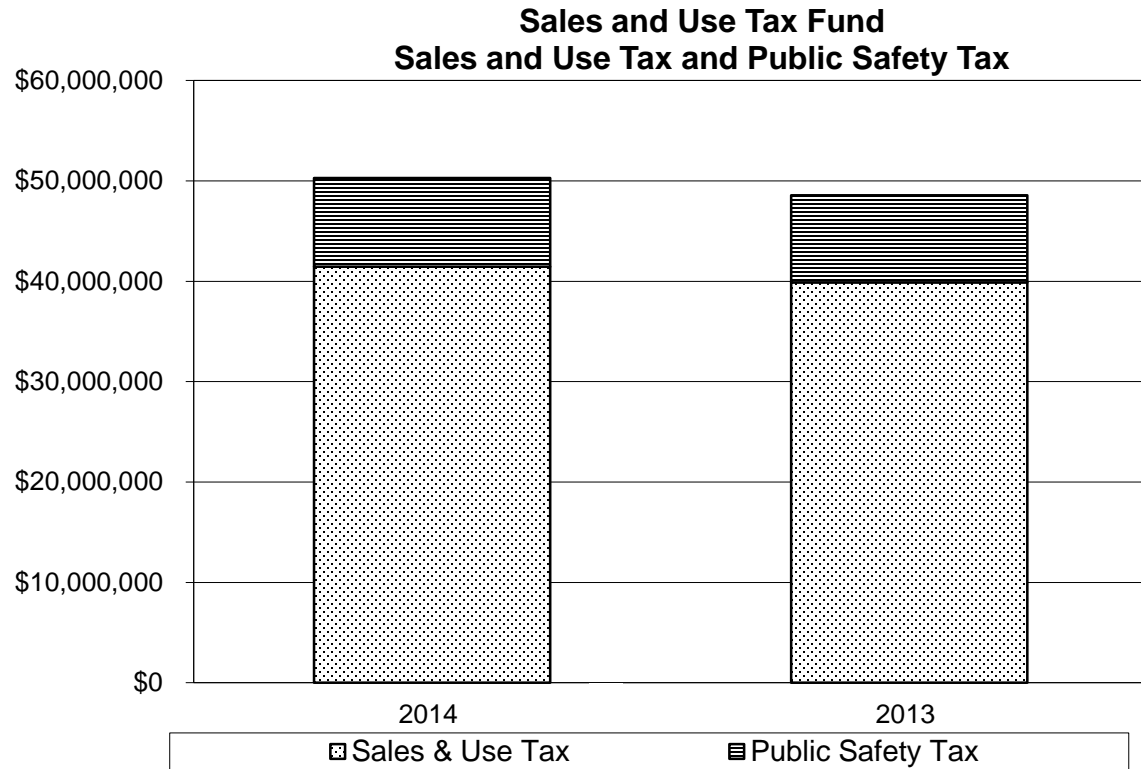
2013 revenue and expense includes \$11.1 million for refinancing of long term debt.

Current projections show the Sales and Use Tax Fund revenues and carryover exceeding expenditures by \$3,967,842. On a year-to-date cash basis, total sales and use tax is up 3.9% from 2013. Key components are listed below:

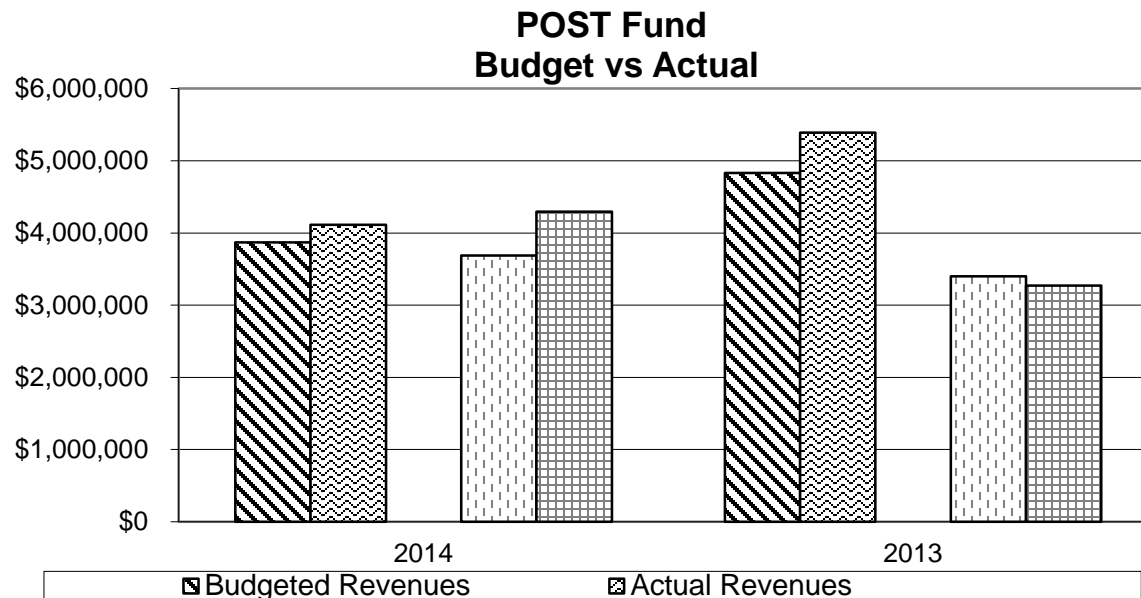
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 4.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 58.8% of all collections, are up 4.8% for the month when compared to 2013.
- Urban renewal areas make up 38.1% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 86.0% 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.



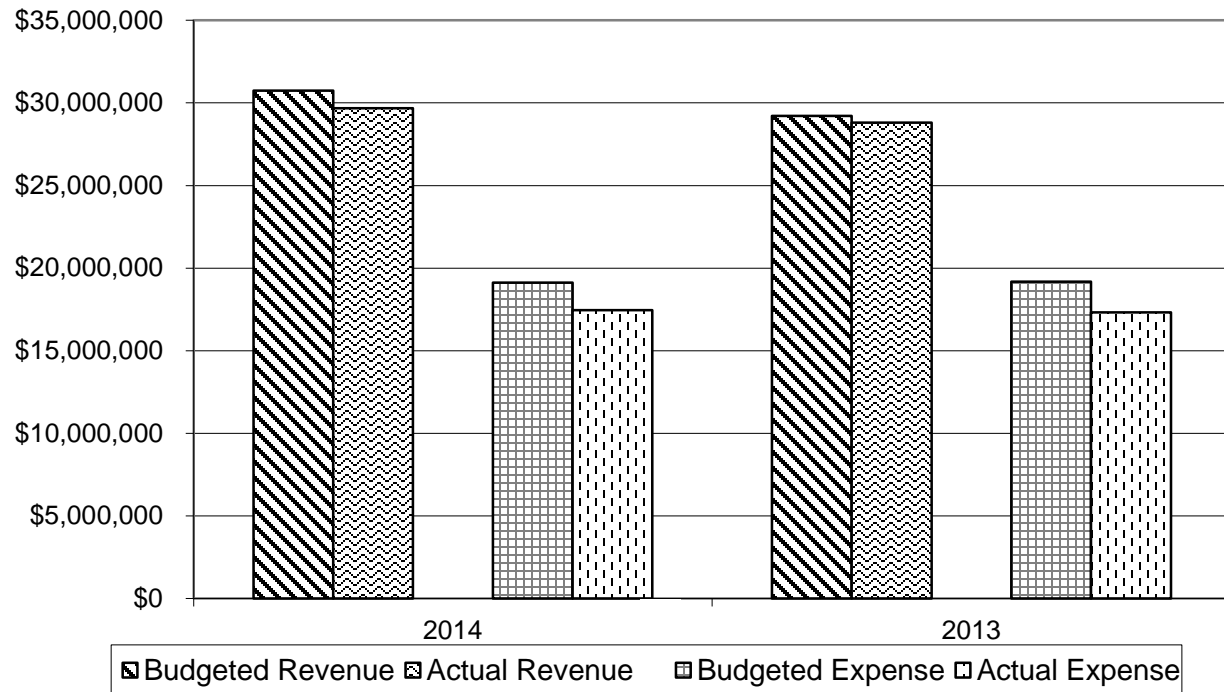
Current projections show Parks Open Space and Trails Fund expenditures exceeding revenues and carryover by \$361,164.



The 2014 expenditure variance reflects purchases of land for which funding has not yet been appropriated. A pending appropriation of an Adams County grant award will alleviate the difference. The disparity in budget and actual revenue between years results mostly from carryover. The 2013 carryover was roughly \$1.0 million more than that in 2014.

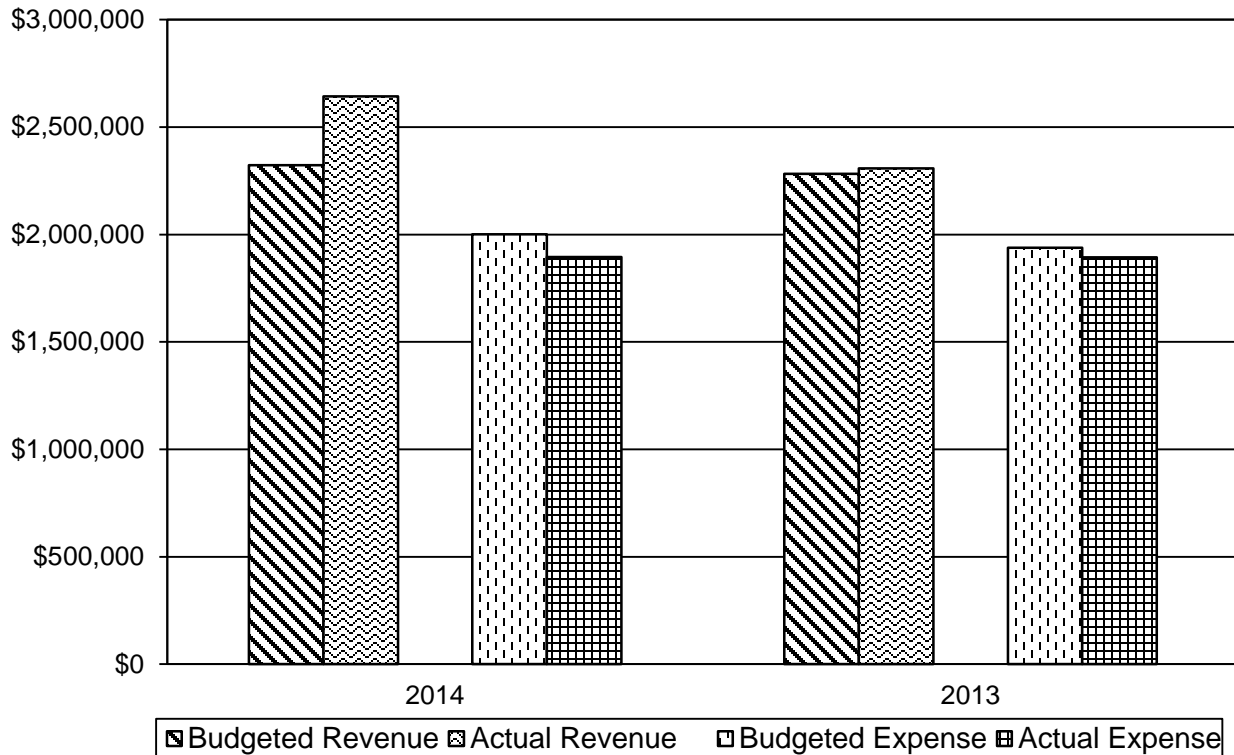
Overall, current projections show combined Water & Wastewater Fund expenditures exceeding revenues and carryover by \$3,843,178. This is mostly due to tap fees. Current projections show combined Water & Wastewater Fund operating revenues exceeding expenditures by \$610,747.

Combined Water and Wastewater Funds Operating Budget vs Actual



Current projections show combined Golf Course Fund revenues and carryover exceeding expenditures by \$430,107. Current projections show combined Golf Course Fund operating revenues exceeding expenditures by \$425,561.

Golf Course Enterprise Operating Budget vs Actual



2014 Golf Course revenue exceeds budget in part because of various promotions and proceeds from the Golf Expo as well as a reimbursement from Trimble Navigation for modifications made to the Heritage. The Trimble Navigation payment will be appropriated at a later date.

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

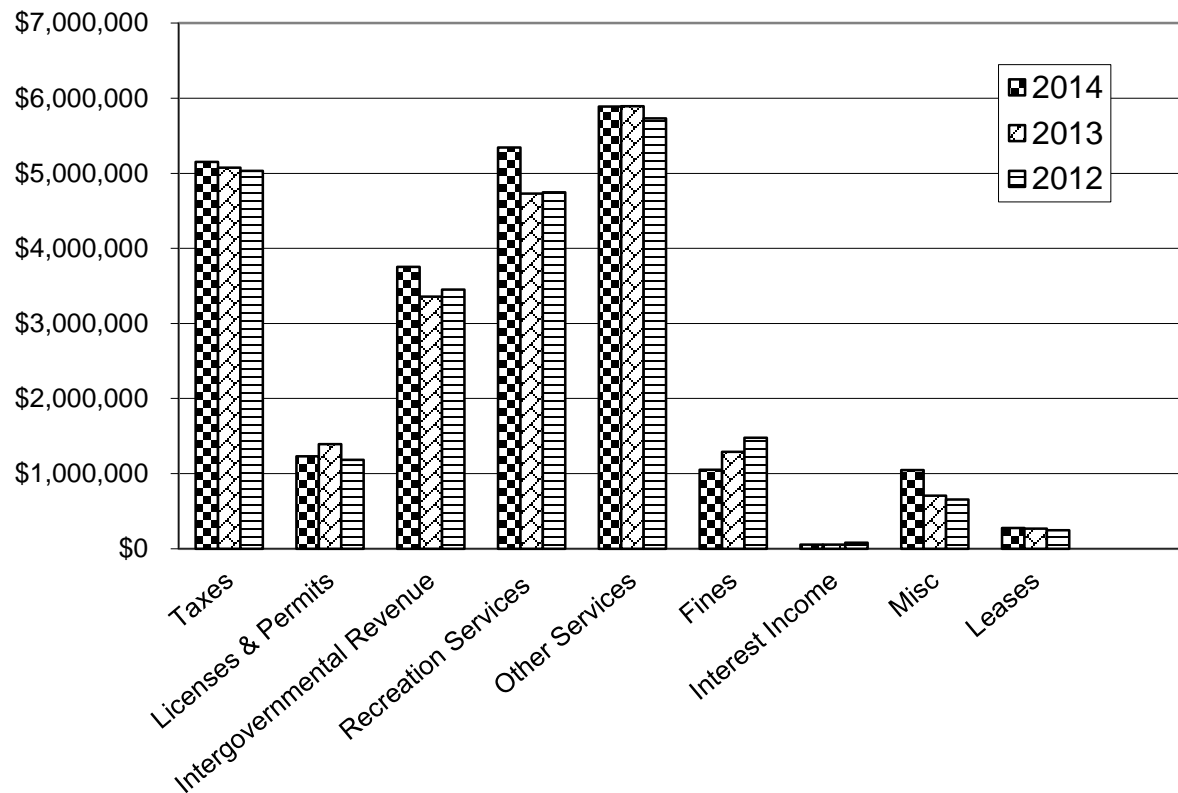
This section includes a discussion of highlights of each fund presented.

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.

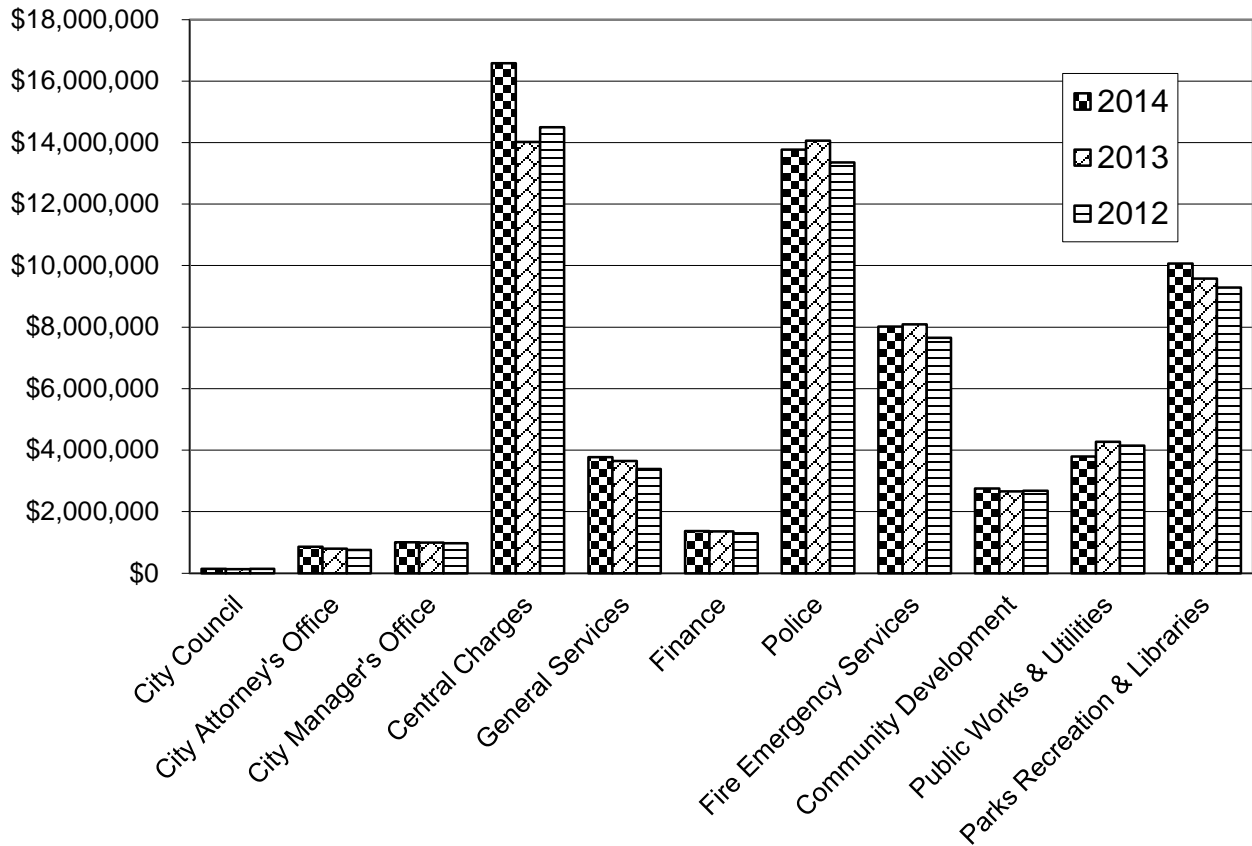
The following chart represents the trend in actual revenues from 2012-2014 year-to-date.

**General Fund Revenues, less Transfers and Carryover
2012-2014**



Intergovernmental revenue reflects urban renewal income generated by a revenue sharing agreement between Westminster and Thornton in the North Huron URA. Recreation Services reflects an increase in pass revenue and youth activity fees as an outcome of the various Parks, Recreation and Libraries promotions. Fines are lower in 2014 mostly because of a decrease in traffic fines. Miscellaneous revenue is higher due mostly to various reimbursements including that from WEDA for costs previously incurred by the City for the South Sheridan URA and certain building permit fee rebates.

General Fund Expenditures by Function 2012-2014

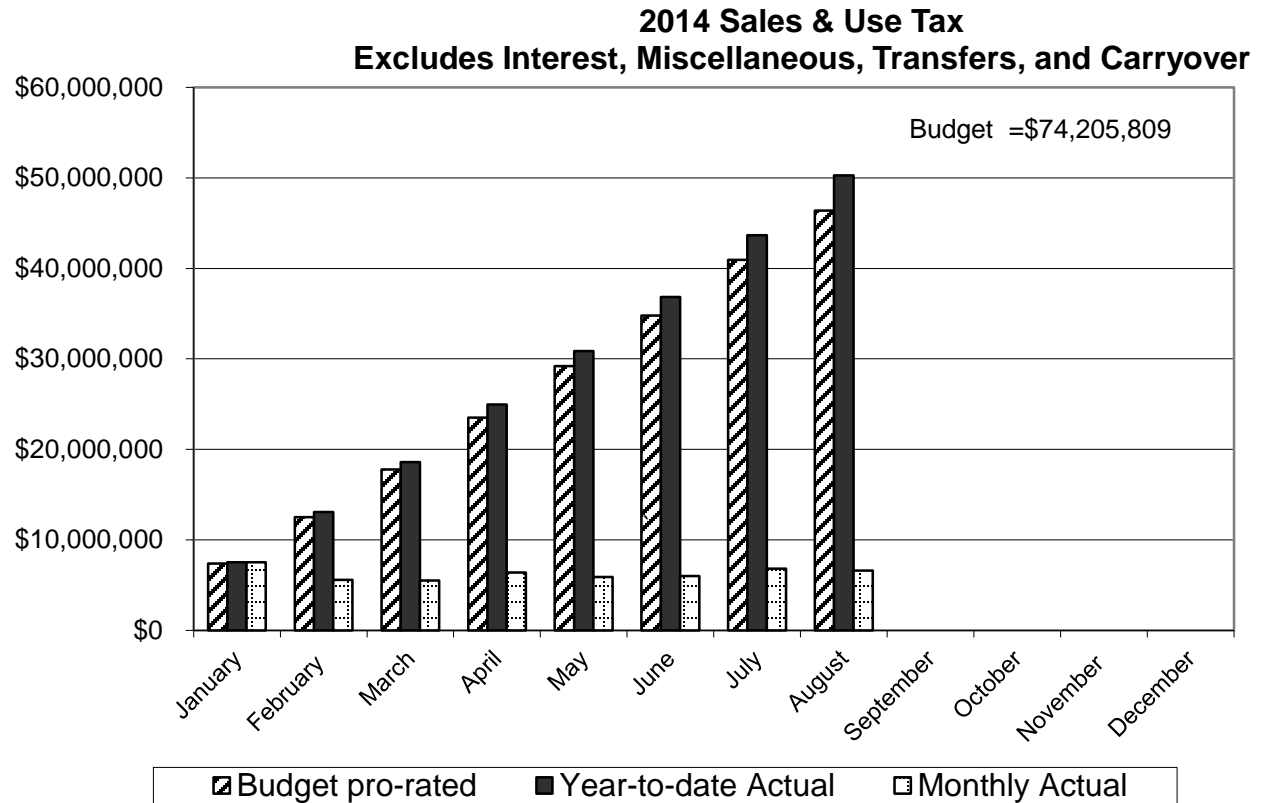


2014 Central Charges expenditures are higher when compared to prior years mostly because of an increase in budgeted transfers. Parks, Recreation and Libraries expenditures are slightly higher when compared to prior years primarily due to salaries, program expenditures, contract services and supplies.

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 expenditures.

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.

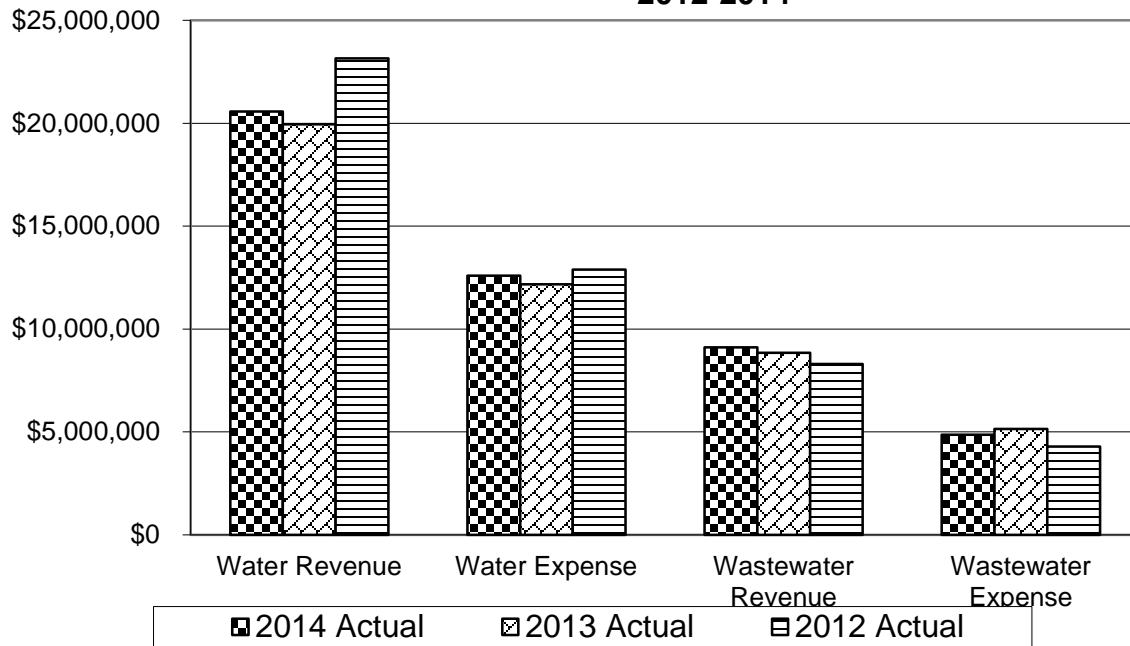


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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.

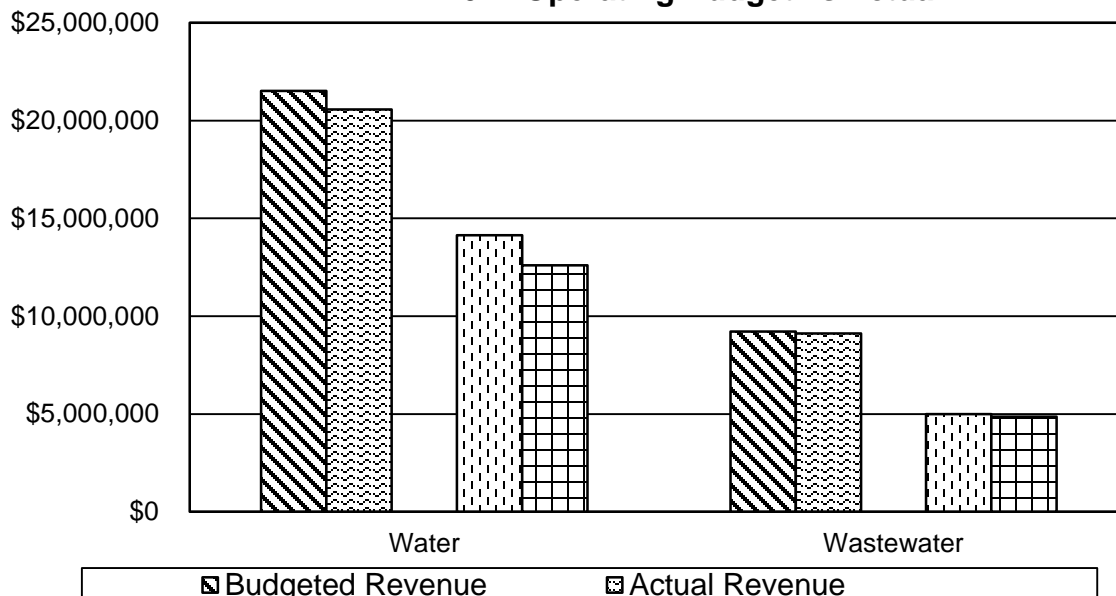
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenues and Expenditure
2012-2014**



The Water revenue variance is due to the effect of climatic variations on water consumption.

**Water and Wastewater Funds
2014 Operating Budget vs Actual**



Golf Course Enterprise (Legacy and Heritage Golf Courses)

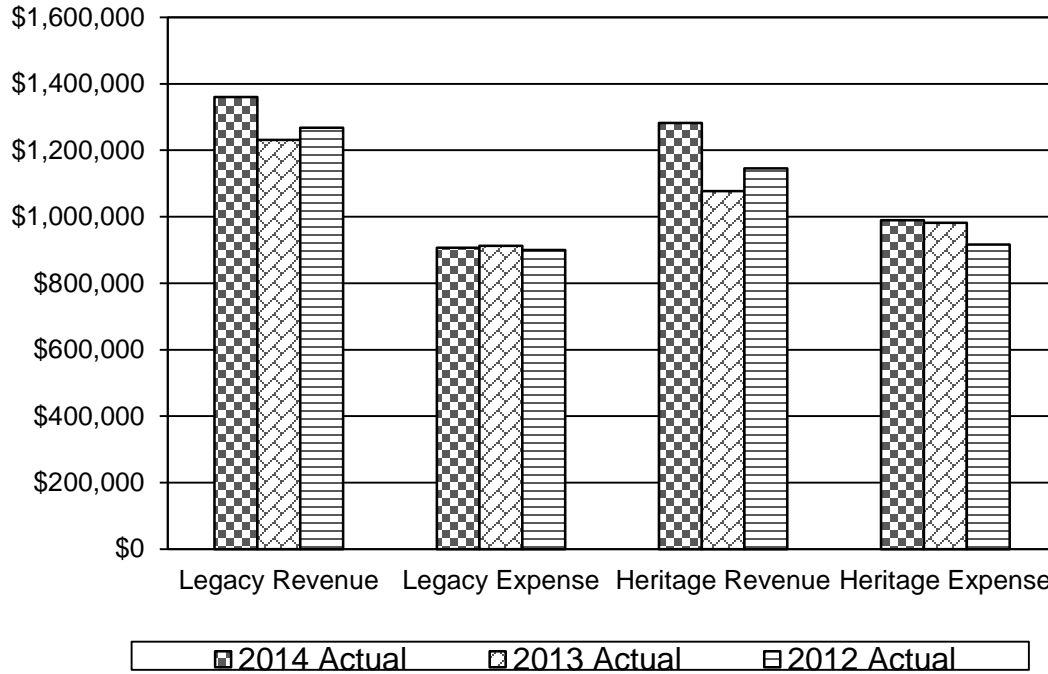
This enterprise reflects the operations of the City's two municipal golf courses.



Golf Course revenues exceed budget in part because of various special promotions that ran in January and February as well as proceeds from the Golf Expo, and for Heritage, a reimbursement from Trimble Navigation for modifications to the Heritage.

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

**Legacy and Heritage Golf Courses
Operating Revenue and Expenditures
2012-2014**



Revenue variances are due primarily to climatic effects on charges for services including driving range and greens fees. In February, several special promotions and the Golf Expo generated additional revenue for the courses. Heritage revenue also reflects a reimbursement from Trimble Navigation for modifications to the Heritage.

This financial report supports City Council’s Strategic Plan Goal of Excellence in City Services by communicating timely information on the results of City operations 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 Eight Months Ending August 31, 2014**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Taxes	5,617,500	5,174,376		5,151,250	(23,126)	99.6%
Licenses & Permits	1,622,000	1,007,961		1,230,913	222,952	122.1%
Intergovernmental Revenue	5,110,368	3,127,614	(1)	3,755,495	627,881	120.1%
Charges for Services						
Recreation Services	6,775,338	4,764,767		5,343,399	578,632	112.1%
Other Services	9,412,865	5,573,498	(2)	5,889,272	315,774	105.7%
Fines	2,150,000	1,477,979	(3)	1,052,801	(425,178)	71.2%
Interest Income	55,000	35,441		53,633	18,192	151.3%
Miscellaneous	1,903,054	784,333	(4)	1,046,525	262,192	133.4%
Leases	401,779	215,446		277,727	62,281	128.9%
Interfund Transfers	66,881,386	44,587,591		44,587,591	0	100.0%
Sub-total Revenues	<u>99,929,290</u>	<u>66,749,006</u>		<u>68,388,606</u>	<u>1,639,600</u>	<u>102.5%</u>
Carryover	3,235,585	3,235,585		3,235,585	0	100.0%
Total Revenues	<u>103,164,875</u>	<u>69,984,591</u>		<u>71,624,191</u>	<u>1,639,600</u>	<u>102.3%</u>
Expenditures						
City Council	254,094	172,041		139,083	(32,958)	80.8%
City Attorney's Office	1,316,507	847,295	(5)	859,220	11,925	101.4%
City Manager's Office	1,602,272	1,023,576		1,006,623	(16,953)	98.3%
Central Charges	29,855,735	16,957,556		16,580,616	(376,940)	97.8%
General Services	6,126,997	3,881,812		3,775,008	(106,804)	97.2%
Finance	2,133,622	1,380,326		1,365,098	(15,228)	98.9%
Police	21,589,590	13,990,162		13,775,498	(214,664)	98.5%
Fire Emergency Services	12,663,848	8,162,288		8,014,946	(147,342)	98.2%
Community Development	4,382,669	2,826,352		2,748,657	(77,695)	97.3%
Public Works & Utilities	8,181,812	4,773,358		3,790,388	(982,970)	79.4%
Parks, Recreation & Libraries	15,057,729	9,668,741	(6)	10,066,660	397,919	104.1%
Total Expenditures	<u>103,164,875</u>	<u>63,683,507</u>		<u>62,121,797</u>	<u>(1,561,710)</u>	<u>97.5%</u>
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>6,301,084</u>		<u>9,502,394</u>	<u>3,201,310</u>	

(1) Budget to actual variance includes new revenue from the North Huron URA, Road and Bridge fees as well as Highway Users Tax Fund distributions.

(2) Budget to actual variance results primarily from CAM charges at the Promenade and franchise fee revenue.

(3) Budget to actual variance is due mostly to traffic fines.

(4) Budget to actual variance primarily results from a WEDA reimbursement for costs previously incurred by the City for the South Sheridan URA .

(5) Budget to actual variance is due mostly to one-time personnel service charges.

(6) Budget to actual variance is due mostly to recreation program and facility personnel services.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	48,071,133	31,870,861		33,888,685	2,017,824	106.3%
Sales Tx Audit Revenues	729,000	486,243		642,117	155,874	132.1%
S-T Rev. STX	<u>48,800,133</u>	<u>32,357,104</u>		<u>34,530,802</u>	<u>2,173,698</u>	106.7%
Use Tax						
Use Tax Returns	8,390,000	5,279,255		5,949,605	670,350	112.7%
Use Tax Audit Revenues	785,000	523,595		962,161	438,566	183.8%
S-T Rev. UTX	<u>9,175,000</u>	<u>5,802,850</u>		<u>6,911,766</u>	<u>1,108,916</u>	119.1%
Total STX and UTX	<u>57,975,133</u>	<u>38,159,954</u>		<u>41,442,568</u>	<u>3,282,614</u>	108.6%
Public Safety Tax						
PST Tax Returns	11,971,773	8,018,839		8,522,352	503,513	106.3%
PST Audit Revenues	308,500	205,770		320,745	114,975	155.9%
Total Rev. PST	<u>12,280,273</u>	<u>8,224,609</u>		<u>8,843,097</u>	<u>618,488</u>	107.5%
Interest Income	61,000	40,667		38,445	(2,222)	94.5%
Miscellaneous	287,291	287,291	(1)	356,253	68,962	124.0%
Interfund Transfers	329,463	219,642		219,642	0	100.0%
Carryover	3,272,649	3,272,649		3,272,649	0	100.0%
Total Revenues	<u>74,205,809</u>	<u>50,204,812</u>		<u>54,172,654</u>	<u>3,967,842</u>	107.9%
Expenditures						
Central Charges	<u>74,205,809</u>	<u>50,657,186</u>		<u>50,657,186</u>	<u>0</u>	100.0%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>(452,374)</u>		<u>3,515,468</u>	<u>3,967,842</u>	

(1) Budget to actual variance primarily reflects reimbursement from WEDA for City funded improvements in the South Sheridan URA.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	5,152,477	3,459,980		3,683,673	223,693	106.5%
Intergovernmental Revenue	0	0		6,472	6,472	
Interest Income	10,000	6,667		4,021	(2,646)	60.3%
Miscellaneous	85,030	56,687	(1)	76,678	19,991	135.3%
Interfund Transfers	24,537	16,358		16,358	0	100.0%
Sub-total Revenues	<u>5,272,044</u>	<u>3,539,692</u>		<u>3,787,202</u>	<u>247,510</u>	107.0%
Carryover	328,400	328,400		328,400	0	100.0%
Total Revenues	<u>5,600,444</u>	<u>3,868,092</u>		<u>4,115,602</u>	<u>247,510</u>	106.4%
Expenditures						
Central Charges	5,260,728	3,492,972	(2)	4,112,113	619,141	117.7%
Park Services	339,716	193,357		182,890	(10,467)	94.6%
Total Expenditures	<u>5,600,444</u>	<u>3,686,329</u>		<u>4,295,003</u>	<u>608,674</u>	116.5%
Revenues Over(Under) Expenditures	<u>0</u>	<u>181,763</u>		<u>(179,401)</u>	<u>(361,164)</u>	

(1) Budget to actual variance includes reimbursements from WEDA for costs previously incurred by the City for the South Sheridan URA as well as certain building permit fee rebates.

(2) Budget to actual variance is mainly due to land acquisitions for which grant funding has not yet been appropriated.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	50,000		71,100	21,100	142.2%
Intergovernmental Revenue	0	0	(1)	240,008	240,008	
Rates and Charges	47,265,414	30,419,807		29,195,696	(1,224,111)	96.0%
Miscellaneous	410,000	273,334		181,336	(91,998)	66.3%
Total Operating Revenues	<u>47,750,414</u>	<u>30,743,141</u>		<u>29,688,140</u>	<u>(1,055,001)</u>	96.6%
Operating Expenditures						
Central Charges	6,170,349	4,113,566		4,093,426	(20,140)	99.5%
Finance	646,754	421,037		387,284	(33,753)	92.0%
Public Works & Utilities	20,892,643	12,528,982		11,070,630	(1,458,352)	88.4%
Parks, Recreation & Libraries	152,417	109,588		99,000	(10,588)	90.3%
Information Technology	3,038,821	1,953,962		1,811,047	(142,915)	92.7%
Total Operating Expenditures	<u>30,900,984</u>	<u>19,127,135</u>		<u>17,461,387</u>	<u>(1,665,748)</u>	91.3%
Operating Income (Loss)	<u>16,849,430</u>	<u>11,616,006</u>		<u>12,226,753</u>	<u>610,747</u>	
Other Revenue and Expenditures						
Tap Fees	8,662,000	5,774,667		1,284,415	(4,490,252)	22.2%
Interest Income	323,847	215,898		245,095	29,197	113.5%
Sale of Assets	0	0		7,130	7,130	
Carryover	6,118,308	6,118,308		6,118,308	0	100.0%
Debt Service	(7,204,825)	(3,009,319)		(3,009,319)	0	100.0%
Reserve Transfer In	8,906,830	8,906,830		8,906,830	0	100.0%
Reserve Transfer Out	(5,566,192)	(5,566,192)		(5,566,192)	0	100.0%
Total Other Revenue (Expenditures)	<u>11,239,968</u>	<u>12,440,192</u>		<u>7,986,267</u>	<u>(4,453,925)</u>	
Revenues Over(Under) Expenditures	<u>28,089,398</u>	<u>24,056,198</u>	(2)	<u>20,213,020</u>	<u>(3,843,178)</u>	

(1) Intergovernmental revenue reflects the Build America Bond rate subsidy.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	50,000		71,100	21,100	142.2%
Intergovernmental Revenue	0	0	(1)	240,008	240,008	
Rates and Charges	33,445,414	21,206,474		20,086,143	(1,120,331)	94.7%
Miscellaneous	400,000	266,667		174,401	(92,266)	65.4%
Total Operating Revenues	<u>33,920,414</u>	<u>21,523,141</u>		<u>20,571,652</u>	<u>(951,489)</u>	
Operating Expenditures						
Central Charges	4,316,054	2,877,369		2,840,336	(37,033)	98.7%
Finance	646,754	421,037		387,284	(33,753)	92.0%
Public Works & Utilities	14,405,355	8,778,765		7,456,850	(1,321,915)	84.9%
PR&L Standley Lake	152,417	109,588		99,000	(10,588)	90.3%
Information Technology	3,038,821	1,953,962		1,811,047	(142,915)	92.7%
Total Operating Expenditures	<u>22,559,401</u>	<u>14,140,721</u>		<u>12,594,517</u>	<u>(1,546,204)</u>	89.1%
Operating Income (Loss)	<u>11,361,013</u>	<u>7,382,420</u>		<u>7,977,135</u>	<u>594,715</u>	
Other Revenue and (Expenditures)						
Tap Fees	7,567,000	5,044,667		992,812	(4,051,855)	19.7%
Interest Income	233,665	155,777		190,561	34,784	122.3%
Carryover	4,446,506	4,446,506		4,446,506	0	100.0%
Debt Service	(5,697,476)	(2,437,471)		(2,437,471)	0	100.0%
Reserve Transfer In	8,619,230	8,619,230		8,619,230	0	100.0%
Reserve Transfer Out	(4,375,938)	(4,375,938)		(4,375,938)	0	100.0%
Total Other Revenues (Expenditures)	<u>10,792,987</u>	<u>11,452,771</u>		<u>7,435,700</u>	<u>(4,017,071)</u>	
Revenues Over(Under) Expenditures	<u>22,154,000</u>	<u>18,835,191</u>	(2)	<u>15,412,835</u>	<u>(3,422,356)</u>	

(1) Intergovernmental revenue reflects the Build America Bond rate subsidy.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	13,820,000	9,213,333		9,109,553	(103,780)	98.9%
Miscellaneous	10,000	6,667		6,935	268	104.0%
Total Operating Revenues	<u>13,830,000</u>	<u>9,220,000</u>		<u>9,116,488</u>	<u>(103,512)</u>	98.9%
Operating Expenditures						
Central Charges	1,854,295	1,236,197		1,253,090	16,893	101.4%
Public Works & Utilities	6,487,288	3,750,217		3,613,780	(136,437)	96.4%
Total Operating Expenditures	<u>8,341,583</u>	<u>4,986,414</u>		<u>4,866,870</u>	<u>(119,544)</u>	97.6%
Operating Income (Loss)	<u>5,488,417</u>	<u>4,233,586</u>		<u>4,249,618</u>	<u>16,032</u>	
Other Revenue and Expenditures						
Tap Fees	1,095,000	730,000		291,603	(438,397)	39.9%
Interest Income	90,182	60,121		54,534	(5,587)	90.7%
Sale of Assets	0	0		7,130	7,130	
Carryover	1,671,802	1,671,802		1,671,802	0	100.0%
Debt Service	(1,507,349)	(571,848)		(571,848)	0	100.0%
Reserve Transfer In	287,600	287,600		287,600	0	100.0%
Reserve Transfer Out	(1,190,254)	(1,190,254)		(1,190,254)	0	100.0%
Total Other Revenues (Expenditures)	<u>446,981</u>	<u>987,421</u>		<u>550,567</u>	<u>(436,854)</u>	
Revenues Over(Under) Expenditures	<u>5,935,398</u>	<u>5,221,007</u>	(1)	<u>4,800,185</u>	<u>(420,822)</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,698,000	1,798,667		1,762,474	(36,193)	98.0%
Interest Income	38,000	25,333		15,230	(10,103)	60.1%
Miscellaneous	88,262	58,841	(1)	88,380	29,539	150.2%
Sub-total Storm Drainage Revenues	<u>2,824,262</u>	<u>1,882,841</u>		<u>1,866,084</u>	<u>(16,757)</u>	99.1%
Carryover	130,728	130,728		130,728	0	100.0%
Total Revenues	<u>2,954,990</u>	<u>2,013,569</u>		<u>1,996,812</u>	<u>(16,757)</u>	99.2%
Expenditures						
General Services	86,200	43,790		18,505	(25,285)	42.3%
Community Development	178,990	117,417		116,800	(617)	99.5%
PR&L Park Services	200,000	72,800		34,679	(38,121)	47.6%
Public Works & Utilities	329,810	153,691		98,168	(55,523)	63.9%
Total Expenditures	<u>795,000</u>	<u>387,698</u>		<u>268,152</u>	<u>(119,546)</u>	69.2%
Revenues Over(Under) Expenditures	<u>2,159,990</u>	<u>1,625,871</u>	(2)	<u>1,728,660</u>	<u>102,789</u>	

(1) Revenue variance is due to a reimbursement for the LDC/Crestview Water District interceptor relocate project.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,019,336	2,322,676		2,532,720	210,044	109.0%
Miscellaneous	0	0	(1)	109,576	109,576	
Total Revenues	<u>3,019,336</u>	<u>2,322,676</u>		<u>2,642,296</u>	<u>319,620</u>	113.8%
Operating Expenditures						
Central Charges	211,700	142,827		118,073	(24,754)	82.7%
Recreation Facilities	2,652,958	1,858,682		1,777,495	(81,187)	95.6%
Total Expenditures	<u>2,864,658</u>	<u>2,001,509</u>		<u>1,895,568</u>	<u>(105,941)</u>	94.7%
Operating Income (Loss)	<u>154,678</u>	<u>321,167</u>		<u>746,728</u>	<u>425,561</u>	
Other Revenues and Expenditures						
Interest Income	0	0		4,546	4,546	
Other Financing Sources	1,101,069	1,101,069		1,101,069	0	100.0%
Other Financing Use	(1,107,149)	(1,107,149)		(1,107,149)	0	100.0%
Debt Service	(727,741)	(411,806)		(411,806)	0	100.0%
Interfund Transfers	579,143	386,095		386,095	0	100.0%
Carryover	375,000	375,000		375,000	0	100.0%
Total Other Revenue (Expenditures)	<u>220,322</u>	<u>343,209</u>		<u>347,755</u>	<u>4,546</u>	
Revenues Over(Under) Expenditures	<u>375,000</u>	<u>664,376</u>	(2)	<u>1,094,483</u>	<u>430,107</u>	

(1) Reflects one-time payment from Trimble for golf course alterations at Heritage to be appropriated.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,609,968	1,233,235		1,359,789	126,554	110.3%
Total Revenues	<u>1,609,968</u>	<u>1,233,235</u>		<u>1,359,789</u>	<u>126,554</u>	110.3%
Operating Expenditures						
Central Charges	98,900	66,461		49,617	(16,844)	74.7%
Recreation Facilities	1,335,665	956,336		856,605	(99,731)	89.6%
Total Expenditures	<u>1,434,565</u>	<u>1,022,797</u>		<u>906,222</u>	<u>(116,575)</u>	88.6%
Operating Income (Loss)	<u>175,403</u>	<u>210,438</u>		<u>453,567</u>	<u>243,129</u>	
Other Revenues and Expenditures						
Interest Income	0	0		2,655	2,655	
Other Financing Sources	540,431	540,431		540,431	0	100.0%
Other Financing Use	(543,431)	(543,431)		(543,431)	0	100.0%
Debt Service	(204,133)	(188,198)		(188,198)	0	100.0%
Interfund Transfers	31,730	21,153		21,153	0	100.0%
Carryover	100,000	100,000		100,000	0	100.0%
Total Other Revenue (Expenditures)	<u>(75,403)</u>	<u>(70,045)</u>		<u>(67,390)</u>	<u>2,655</u>	
Revenues Over(Under) Expenditures	<u>100,000</u>	<u>140,393</u>	(1)	<u>386,177</u>	<u>245,784</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eight Months Ending August 31, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,409,368	1,089,441		1,172,931	83,490	107.7%
Miscellaneous	0	0	(1)	109,576	109,576	
Total Revenues	<u>1,409,368</u>	<u>1,089,441</u>		<u>1,282,507</u>	<u>193,066</u>	117.7%
Operating Expenditures						
Central Charges	112,800	76,366		68,456	(7,910)	89.6%
Recreation Facilities	1,317,293	902,346		920,890	18,544	102.1%
Total Expenditures	<u>1,430,093</u>	<u>978,712</u>		<u>989,346</u>	<u>10,634</u>	101.1%
Operating Income (Loss)	<u>(20,725)</u>	<u>110,729</u>		<u>293,161</u>	<u>182,432</u>	
Other Revenues and Expenditures						
Interest Income	0	0		1,891	1,891	
Other Financing Sources	560,638	560,638		560,638	0	100.0%
Other Financing Use	(563,718)	(563,718)		(563,718)	0	100.0%
Debt Service	(523,608)	(223,608)		(223,608)	0	100.0%
Interfund Transfers	547,413	364,942		364,942	0	100.0%
Carryover	275,000	275,000		275,000	0	100.0%
Total Other Revenue (Expenditures)	<u>295,725</u>	<u>413,254</u>		<u>415,145</u>	<u>1,891</u>	
Revenues Over(Under) Expenditures	<u>275,000</u>	<u>523,983</u>	(2)	<u>708,306</u>	<u>184,323</u>	

(1) Reflects one-time payment from Trimble for golf course alterations at Heritage to be appropriated.

(2) Net revenues are used to fund capital projects and reserves.

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF AUGUST 2014

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	406,811	11,350	418,161	393,137	16,855	409,992	3	-33	2
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	320,241	14,460	334,700	314,894	1,150	316,044	2	1157	6
SHOPS AT WALNUT CREEK 104TH & REED TARGET	241,120	1,700	242,820	227,913	2,127	230,041	6	-20	6
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	230,478	392	230,870	416,761	672	417,433	-45	-42	-45
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	220,469	6,549	227,018	227,803	1,574	229,376	-3	316	-1
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	180,522	324	180,846	167,881	289	168,170	8	12	8
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	173,095	1,513	174,608	165,914	398	166,312	4	280	5
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	154,428	18,559	172,987	140,092	29,147	169,240	10	-36	2
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	168,642	1,056	169,698	152,950	940	153,890	10	12	10
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	130,164	613	130,777	121,316	396	121,712	7	55	7
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	103,489	472	103,961	100,593	1,179	101,772	3	-60	2
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	92,483	249	92,732	80,800	236	81,037	14	5	14
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	76,235	189	76,424	72,519	304	72,823	5	-38	5
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	72,819	107	72,926	66,513	346	66,859	9	-69	9

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH OF AUGUST 2014

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	59,776	1,407	61,183	59,415	1,350	60,765	1	4	1
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	57,366	522	57,888	55,034	469	55,503	4	12	4
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	50,789	798	51,588	44,730	607	45,337	14	31	14
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	6,424	36,923	43,347	4,350	11,722	16,072	48	215	170
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	43,007	331	43,338	29,594	171	29,766	45	93	46
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	40,532	1,230	41,763	41,735	295	42,029	-3	317	-1
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	40,183	573	40,755	39,471	620	40,091	2	-8	2
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	36,760	505	37,265	33,214	179	33,393	11	182	12
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	35,165	1,929	37,093	32,508	59	32,567	8	3143	14
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	31,440	570	32,010	12,214	429	12,644	157	33	153
	<u>2,972,437</u>	<u>102,321</u>	<u>3,074,758</u>	<u>3,001,352</u>	<u>71,516</u>	<u>3,072,868</u>	<u>3</u>	<u>43</u>	<u>0</u>

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
AUGUST 2014 YEAR-TO-DATE

Center Location Major Tenant	YTD 2014			YTD 2013			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	3,592,465	119,762	3,712,227	3,508,329	125,473	3,633,802	2	-5	2
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	2,664,643	26,307	2,690,950	2,689,492	23,117	2,712,609	-1	14	-1
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	2,150,720	41,257	2,191,978	1,967,662	4,762	1,972,424	9	766	11
SHOPS AT WALNUT CREEK 104TH & REED TARGET	2,041,478	14,642	2,056,120	2,034,529	27,253	2,061,782	0	-46	0
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,655,575	14,473	1,670,048	1,712,081	13,045	1,725,127	-3	11	-3
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,418,226	19,171	1,437,397	1,385,205	6,657	1,391,862	2	188	3
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,406,163	12,594	1,418,757	1,400,305	5,584	1,405,889	0	126	1
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,396,517	5,224	1,401,741	1,335,179	13,388	1,348,567	5	-61	4
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,207,979	184,950	1,392,929	1,112,428	161,311	1,273,738	9	15	9
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	1,108,071	6,478	1,114,550	1,052,942	10,418	1,063,360	5	-38	5
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	927,800	12,342	940,141	875,044	13,337	888,380	6	-7	6
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	750,195	4,959	755,154	704,617	3,534	708,151	6	40	7
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	629,391	3,378	632,770	623,096	2,959	626,055	1	14	1
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	569,035	7,800	576,835	543,903	26,385	570,288	5	-70	1
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	522,210	4,751	526,961	503,103	5,063	508,165	4	-6	4

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
AUGUST 2014 YEAR-TO-DATE

Center Location Major Tenant	YTD 2014 General Sales	YTD 2014 General Use	Total	YTD 2013 General Sales	YTD 2013 General Use	Total	Sales	%Change	Use	Total
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	448,386	3,151	451,537	435,676	5,334	441,010	3	-41		2
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	391,803	6,046	397,849	358,666	17,028	375,694	9	-64		6
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	383,977	7,939	391,917	383,368	5,825	389,193	0	36		1
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	379,307	31,992	411,298	348,786	1,609	350,395	9	1888		17
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	333,952	4,494	338,446	215,994	20,588	236,582	55	-78		43
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	279,589	2,344	281,934	250,558	3,930	254,488	12	-40		11
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	268,592	4,924	273,516	243,435	5,544	248,978	10	-11		10
WILLOW RUN 128TH & ZUNI SAFEWAY	253,813	1,629	255,442	256,975	2,052	259,027	-1	-21		-1
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	210,246	3,142	213,388	203,961	5,325	209,286	3	-41		2
MEADOW POINTE NE CRN 92ND & OLD WADS CARRABAS	188,890	2,028	190,918	192,884	541	193,425	-2	275		-1
	25,179,025	545,778	25,724,803	24,338,213	510,063	24,848,276	3	7		4



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Amendment of Pacific Companies and Urban Pacific Multi-Housing LLC Contract to Buy and Sell Real Estate

Prepared By: Susan F. Grafton, Economic Development Director

Recommended City Council Action

Authorize the City Manager to execute the third amendment to the Contract to Buy and Sell Real Estate, in substantially the same form as attached, with Urban Pacific Multi-Housing, LLC and Pacific West Communities, Inc.; and to take all actions necessary to close this land sale.

Summary Statement

- The City owns approximately 15.8 acres between The Promenade and Circle Point (see vicinity map).
- The Contract to Buy and Sell Real Estate with Urban Pacific Multi-Housing, LLC and Pacific West Communities (the Contract) was approved by City Council on July 9, 2012.
- The current sale price is approximately \$4,619,931 (\$6.71/sf).
- The 2nd Amendment to the Contract was approved on March 25, 2014 that provided for a new closing date of September 30, 2014; increased the purchase price by \$150,000; provided for early closing incentives; and makes the existing \$100,000 deposit currently in escrow non-refundable should closing of the Contract not occur.
- This third amendment provides for changing the closing date from September 30, 2014 to December 15, 2014.
- The reason for the changing of the closing date is because of delays in resolving the metro district exclusion issue and in no way was caused by the buyer.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City enter into a third amendment to the current contract with Urban Pacific Multi-Housing LLC, per the terms and conditions outlined in the Agenda Memorandum?

Alternative

Shorten the closing period. The closing date is set to occur after receiving Official Development Plan approval, and to provide time to exclude the property from the NBC Metropolitan District. Closing will occur earlier should the metro District matter resolve sooner.

Background Information

Council is asked to authorize the Third Amendment to the Pacific Companies and Urban Pacific Multi-Housing, LLC Contract to Buy and Sell Real Estate (i.e., the Axis Project land sale). The purpose of the amendment is to extend the closing from September 30, 2014 to December 15, 2014 so that final resolution can be achieved concerning removal of the 15.8 acre city parcel from the NBC Metropolitan District prior to closing. City staff has been working diligently to achieve exclusion of the property from the district but do not foresee final resolution of the matter prior to the current September 30, 2014 closing date. The December 15, 2014 closing date is proposed to provide ample time for achieving exclusion of the parcel of land from the NBC Metro district. Closing could occur earlier than December 15, 2014.

The Buyer/Developer is set to move forward in anticipation of a spring 2015 ground breaking. Staff sees the Axis project as a generator of activity for both The Promenade and The Shops at Walnut Creek. The project is moving forward positively for a December 15 closing.

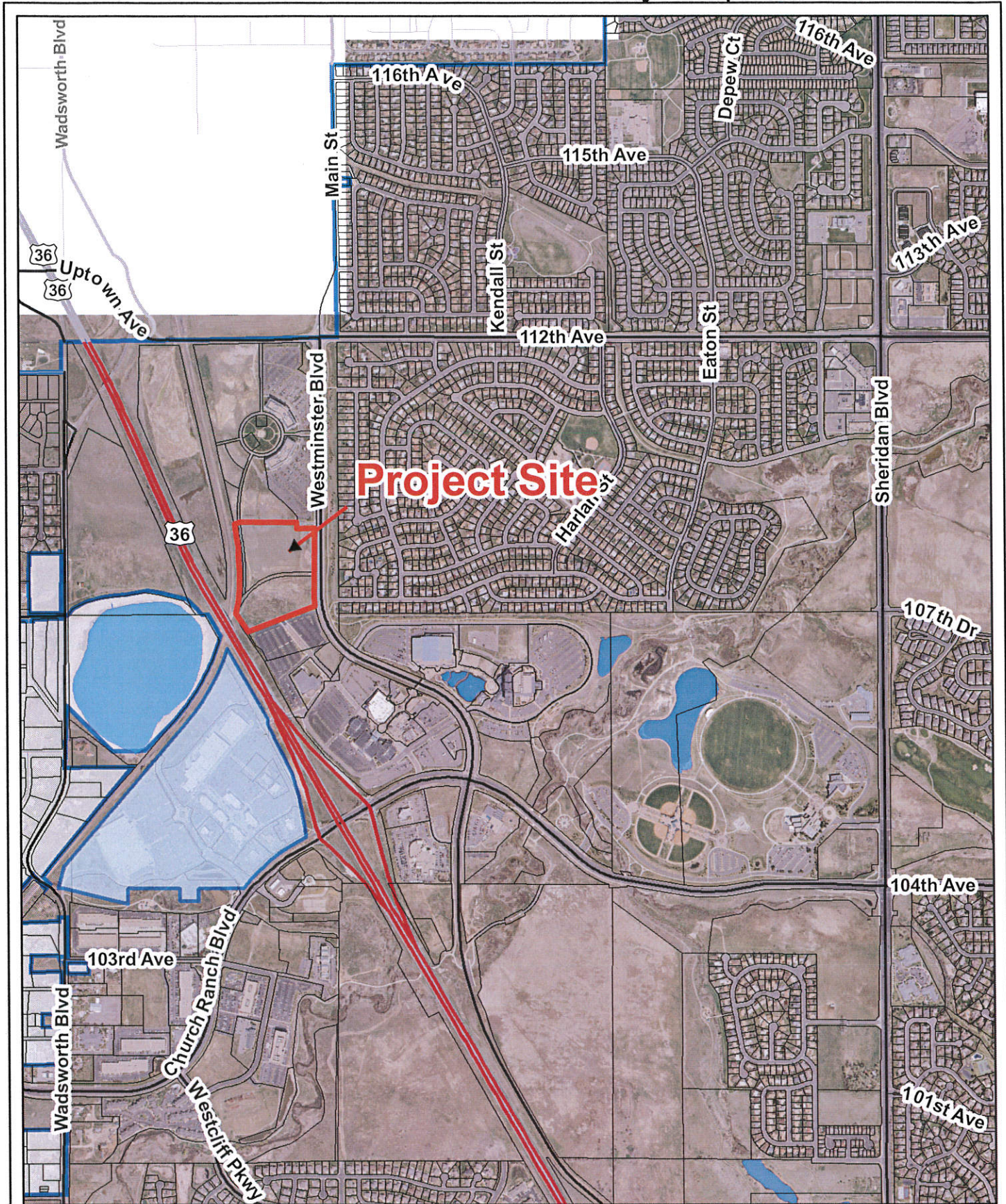
The approval of this amendment is consistent with City Council Strategic Goal of creating Vibrant and Inclusive Neighborhoods in Westminster.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Vicinity Map
3rd Amendment to Contract to Buy and Sell Real Estate
2nd Amendment to Contract to Buy and Sell Real Estate
1st Amendment to Contract to Buy and Sell Real Estate

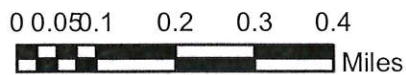
15.8 Acre Parcel Vicinity Map



Date: 3/6/2014

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City of Westminister



**THIRD AMENDMENT TO CONTRACT TO BUY AND
SELL REAL ESTATE (“THIRD AMENDMENT”)**

This Third Amendment to Contract to Buy and Sell Real Estate is made and entered into as of the 22nd
day of September, 2014

The undersigned Buyer and Seller are parties to that certain Contract to Buy and Sell Real Estate, dated July 10, 2012, as amended by the First Amendment dated September 23, 2013 and Second Amendment dated April 15, 2014 to said Contract. Copies of said First Amendment and Second Amendment are attached hereto and incorporated herein by this reference as Exhibit A.

The Parties hereby agree that the Contract is hereby amended as follows:

1. Section 2.c. is amended to read as follows:

Item No.	Reference	Event	Date or Deadline
1	§ 30a	Earnest Money Deadline	10 days from Effective Date- PROVIDED
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	30 days from Effective Date- DONE
11	§ 8a	Title Objection Deadline	45 days from Effective Date-NO OBJECTION
12	§ 7c	Survey Deadline	30 days from Effective Date- PROVIDED
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date-NO OBJECTION
14	§ 7b	Document Request Deadline	30 days from Effective Date- PROVIDED
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date- PROVIDED
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date-NO OBJECTION
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller’s Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date- LETTER FROM BUYER RECEIVED
21	§ 10c	Resolution Deadline	120 days from Effective Date- RESOLUTION ACHIEVED

22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	Approval Deadline	September 30, 2014
24	§ 12	Closing Date Deadline	September 30, 2014 December 15, 2014
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	Acceptance Deadline Date	N/A
28	§ 30	Acceptance Deadline Time	N/A

5. All other terms and conditions of this Agreement shall remain in effect.

SIGNATURE PAGE FOLLOWS

Date: _____

Buyer: The Pacific Companies

By: _____

Printed Name: _____

Title: _____

Address: 430 E. State St., Ste.100, Eagle, ID 83717

Phone No.: (208) 471-0022

Fax No.: (208-471-3267

Email Address: calbr@tpchousing.com

Date: _____

Buyer: Urban Pacific Multi-Housing, LLC

By: _____

Printed Name: _____

Title: _____

Address: 5318 E. 2nd St., Ste. 644, Long Beach, CA 90803

Phone No.: (562) 552-1777

Fax No.: N/A (email to: choppin@urbanpacific.com)

Email Address: choppin@urbanpacific.com

Date: _____

By: _____

Seller: City of Westminster

Address: 4800 W. 92nd Avenue, Westminster, CO 80031

Phone No.: (303-658-2400

Fax No.: (303) 707-3920

Email Address: _____

Approved as to legal form:

City Attorney

SECOND AMENDMENT TO CONTRACT TO BUY
AND SELL REAL ESTATE ("SECOND AMENDMENT")

This Second Amendment to Contract to Buy and Sell Real Estate is made and entered into as of
the 15th day of April, 2014.

The undersigned Buyer and Seller are parties to that certain Contract to Buy and Sell Real
Estate, dated July 10, 2012, attached hereto as Exhibit A ("Contract").

The Parties hereby agree that the Contract is hereby amended as follows:

1. Section 2.c. is amended to read as follows:

Item No.	Reference	Event	Date or Deadline
1	§ 30a	Earnest Money Deadline	10 days from Effective Date- PROVIDED
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	30 days from Effective Date-DONE
11	§ 8a	Title Objection Deadline	45 days from Effective Date-NO OBJECTION
12	§ 7c	Survey Deadline	30 days from Effective Date- PROVIDED
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date-NO OBJECTION
14	§ 7b	Document Request Deadline	30 days from Effective Date- PROVIDED
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date- PROVIDED
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date-NO OBJECTION
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date- LETTER FROM BUYER RECEIVED
21	§ 10c	Resolution Deadline	120 days from Effective Date- RESOLUTION ACHIEVED
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	Approval Deadline	September 30, 2014
24	§ 12	Closing Date Deadline	September 30, 2014
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	Acceptance Deadline Date	N/A
28	§ 30	Acceptance Deadline Time	N/A

2. The Purchase Price stated on page 1 of the Contract is hereby amended to read \$4,619,931.

3. Section 4 is hereby amended to read as follows:

PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollar by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$4,619,931	
2	§ 4a	Earnest Money		\$100,000.00
3	§ 4d(1)	New First Loan		\$0.00
4	§ 4d(2)	New Second Loan		\$0.00
5	§ 4 e	Assumption Balance		\$0.00
6	§ 4f	Seller or Private Financing		\$0.00
7				
8				
9	§ 4b	Cash at Closing		\$4,519,931
10	TOTAL		\$4,619,931	\$4,619,931

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

a. ~~Earnest Money.~~ The Earnest Money set forth in this section, in the form of ~~Good Funds~~ is part payment of the Purchase Price and shall be payable to and held by Fidelity National Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. ~~Earnest Money Holder shall deposit the Earnest Money in an interest bearing account in a FDIC insured institution. All interest earned shall become part of the Earnest Money. (Intentionally deleted.)~~

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

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

~~d. New Loan. N/A~~

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

Conventional FHA VA Other ~~_____~~

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

~~The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan amount, not in excess of \$ _____, which shall be amortized over a period of _____ Years Months at approximately \$ _____ per _____ including~~

principal and interest not to exceed ___% per annum, plus, if required by Buyer's lender, a deposit of _____ of the estimated annual real-estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated-payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

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

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

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

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

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

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

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

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

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

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

f. Seller or Private Financing. N/A Buyer agrees to execute a promissory note payable to: _____, as Joint Tenants Tenants in Common Other _____, on the note form as indicated:

(Default Rate) NTD 81-10-06 Other _____ secured by a _____ (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated: Strict Due On Sale (TD 72-10-06) Creditworthy (TD 73-10-06) Assumable Not Due On Sale (TD 74-10-06)

Other _____

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

~~If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing. Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes, and Shall Shall Not be increased by _____ of estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any payment is not received within _____ calendar days after its due date, a late charge of _____% of such payment shall be due, (2) interest on lender disbursements under the deed of trust shall be _____% per annum, (3) default interest rate shall be _____% per annum, (4) Buyer may prepay without a penalty except _____, and (5) Buyer Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC 1 Financing Statement granting the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.~~

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

4. Section 30.b is hereby replaced and amended to read as follows:

a. Buyer has previously delivered the Earnest Money to the Title Company. ~~Buyer's Earnest Money deposit shall be refundable to the Buyer, except in the event of a breach of the Contract by Buyer.~~

b. Notwithstanding any provision of this Contract to the contrary, Buyer agrees the Earnest Money deposited with Fidelity National Title Company is non-refundable to Buyer and shall be released to the Seller within five (5) days of execution of this Second Amendment by both parties. Buyer shall receive a credit for the Earnest Money at Closing. In the event of a Closing on or before August 30, 2014, Buyer shall receive a credit of \$25,000 against the Purchase Price. In the event of a Closing on or before July 30, 2014, Buyer shall receive a credit of \$50,000 against the Purchase Price. ~~Seller agrees to extend the Closing Date Deadline with three (3) thirty (30) day extensions upon payment by Buyer of a payment of Twenty Five Thousand Dollars (\$25,000) for each exercised extension ("Extension Payments"). The first two extensions are non-refundable but applicable to the sales price. The Third extension is non-refundable and non-applicable to the sales price. Any such Extension Payments shall be immediately released to the Seller.~~

c. Buyer and Seller agree to aggressively proceed with the Official Development Plan approval process of the proposed project.

d. Buyer agrees that it shall make all commercially reasonable best efforts to begin construction of Phase I of the project within 12 months of Seller's final ODP approval.

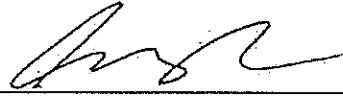
e. Buyer intends to develop an urban style, high quality finish, urban style, market rate multi-family project of 450 units (the number of units is subject to final ODP approval, but shall be no less than 450 units).

f. At closing, the Buyer shall receive from the City the lesser of \$42,000 or one-half the cost of wetlands mitigation related to the Buyer's proposed development, to be determined in good faith by agreement of the Buyer and Seller at least fifteen (15) days prior to closing.

5. Buyer agrees the Contract has not been previously terminated and has remained and is in full force and effect as of the date of this Amendment. All terms and conditions of the Contract remain unchanged except as specifically modified by this Amendment.

Date: April 15, 2014

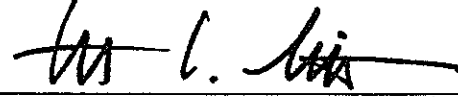
Buyer: The Pacific Companies

By: 

Address: 430 E. State St., Ste. 100, Eagle, ID 83616
Phone No.: (208) 461-0022
Fax No.: (208) 461-3267
Email Address: calebr@tpchousing.com

Date: April 15, 2014

Buyer: Urban Pacific Multi-Housing, LLC

By: 

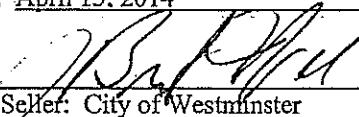
Address: 5318 E. 2nd St., Ste. 644, Long Beach, CA 90803
Phone No.: (562) 552-1777
Fax No.: N/A (email to: choppin@urbanpacific.com)
Email Address: choppin@urbanpacific.com

Date: _____

By: _____
Seller

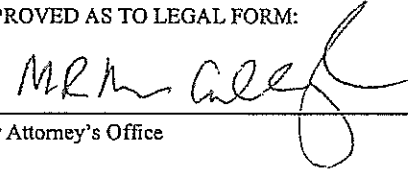
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Date: April 15, 2014

By: 
Seller: City of Westminster

Address: 4800 W. 92nd Avenue, Westminster, CO 80031
Phone No.: 303-658-2400
Fax No.: 303-706-3920
Email Address: _____

APPROVED AS TO LEGAL FORM:


City Attorney's Office

AMENDMENT TO CONTRACT TO BUY
AND SELL REAL ESTATE ("FIRST AMENDMENT")

This First Amendment to Contract to Buy and Sell Real Estate is made and entered into as of the
23rd day of September, 2013.

The undersigned Buyer and Seller are parties to that certain Contract to Buy and Sell
Real Estate, dated July 10, 2012, attached hereto as Exhibit A ("Contract").

The Parties hereby agree that the Contract is hereby amended as follows:

1. Section 2.c. is amended to read as follows:

Item No.	Reference	Event	Date or Deadline
1	§ 30a	Earnest Money Deadline	10 days from Effective Date- PROVIDED
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	30 days from Effective Date-DONE
11	§ 8a	Title Objection Deadline	45 days from Effective Date-NO OBJECTION
12	§ 7c	Survey Deadline	30 days from Effective Date- PROVIDED
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date-NO OBJECTION
14	§ 7b	Document Request Deadline	30 days from Effective Date- PROVIDED
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date- PROVIDED
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date-NO OBJECTION
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date- LETTER FROM BUYER RECEIVED
21	§ 10c	Resolution Deadline	120 days from Effective Date- RESOLUTION ACHIEVED
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	Approval Deadline	March 15, 2014
24	§ 12	Closing Date Deadline	March 15, 2014
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	Acceptance Deadline Date	N/A
28	§ 30	Acceptance Deadline Time	N/A

2. Paragraph 30.b is hereby amended to read as follows:

Seller agrees to extend the Closing Date Deadline with two (2) thirty-day extensions upon payment by Buyer of a payment of \$100,000 for each exercised extension. The first extension is non-refundable but applicable to the sales price. The second extension is non-refundable and non-applicable to the sales price. Any such Extension Payments shall be immediately released to the Seller

3. Paragraph 30.c is hereby amended to read as follows:

Buyer agrees to aggressively proceed with the Official Development Plan approval process to encompass at least 150 multi-family units as part of Phase I of the proposed project. The project will provide no less than 100 parking spaces in a "wrap style" parking structure located in Building E as noted on the Axis Project Concept Plan currently in review.

Further, Buyer agrees to turn around all resubmittals, requests for information and additional approval components within 30 days of request, City response or project timeline. As noted in Paragraph 25e, Seller agrees to not unduly delay its review of Buyer's applications and submittals.

4. Paragraph 30.e is hereby amended to read as follows:

- e. Buyer intends to develop an urban style, high quality finish, market rate multi-family project of 450 units (the number of units is subject to final ODP approval, but shall be no less than 450 units).

5. Paragraph 30 is hereby amended to include the addition of new subparagraphs 30.g and 30.h as follows:

- g. Seller agrees that the Axis Project's Public Land Dedication fee for the intended multi-family development shall not exceed \$5.00/sf.

- h. Seller and Buyer hereby agree to pursue exclusion from the NBC Metropolitan District. As such, Seller shall receive from Buyer at closing an amount equal to 50% of Seller's actual cost to exclude the Property from the NBC Metropolitan District, including, but not limited to, the City's Metro District consultant and legal costs in an amount not to exceed \$500,000. Buyer and Seller hereby further agree that if the cost to exclude exceeds \$1,000,000, including consultant and legal costs, the parties shall mutually agree to (i) share the additional costs over \$1,000,000 on a 50/50 basis or (ii) terminate this Agreement. Additionally, the Exclusion shall occur concurrently with the land closing and shall be funded through Escrow.

6. Buyer agrees the Contract has not been previously terminated and has remained and is in full force and effect as of the date of this Amendment. All terms and conditions of the Contract remain unchanged except as specifically modified by this Amendment.

Date: 11/7/13

Buyer: The Pacific Companies

By: 

Address: 430 E. State St., Ste. 100, Eagle, ID 83616
Phone No.: (208) 461-0022
Fax No.: (208) 461-3267
Email Address: calebr@tpchousing.com

Date: November 7, 2013

Buyer: Urban Pacific Multi-Housing, LLC

By: 


Address: 5318 E. 2nd St., Ste. 644, Long Beach, CA 90803
Phone No.: (562) 552-1777
Fax No.: N/A (email to: choppin@urbanpacific.com)
Email Address: choppin@urbanpacific.com

Date: 11/7/13

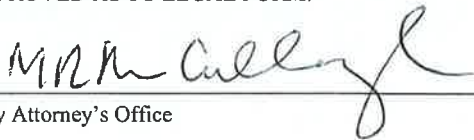
By: 
Seller: City of Westminster

Address: 4800 W. 92nd Avenue, Westminster, CO 80031
Phone No.: 303-658-2400
Fax No.: 303-706-3920
Email Address: _____

ATTEST:


City Clerk's Office

APPROVED AS TO LEGAL FORM:


City Attorney's Office

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(ALL TYPES OF PROPERTIES – CAO REVISED JANUARY 2008)**

Effective Date: July 10, 2012
Purchase Price: \$4,469,931

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, Urban Pacific Multi-Housing, LLC and The Pacific Companies, will take title to the real property described below as Joint Tenants Tenants In Common Other Limited Liability Company.

Seller. Seller is City of Westminster, a Colorado home-rule municipality

b. **Property.** The Property is the following legally described real estate in the County of Jefferson, 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	§ 30a	Earnest Money Deadline	10 days from Effective Date
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	30 days from Effective Date
11	§ 8a	Title Objection Deadline	45 days from Effective Date
12	§ 7c	Survey Deadline	30 days from Effective Date
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date
14	§ 7b	Document Request Deadline	30 days from Effective Date
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date
21	§ 10c	Resolution Deadline	120 days from Effective Date
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	Approval Deadline	180 days from Effective Date
24	§ 12	Closing Date Deadline	180 days from Effective Date
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	Acceptance Deadline Date	N/A
28	§ 30	Acceptance Deadline Time	N/A

d. **Attachments.** The following are a part of this Contract: Exhibit "A" (Legal Description); [other, if any: _____].

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

3. INCLUSIONS AND EXCLUSIONS.

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

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

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

(3) **Other Inclusions.** The Property is vacant land. The Purchase price shall include any fixtures or other appurtenances located at or on the Property as of the date hereof _____

The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None. Conveyance shall be by bill of sale or other applicable legal instrument.

(4) ~~Trade Fixtures.~~ With respect to trade fixtures, Seller and Buyer agree as follows:

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

(5) ~~Parking and Storage Facilities.~~ Use Only Ownership of the following parking facilities: N/A; and Use Only Ownership the following storage facilities: _____

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

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

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

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

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$ 4,469,931	
2	§ 4a	Earnest Money Installments		\$ 100,000
3	§ 4d(1)	New First Loan		-0-
4	§ 4d(2)	New Second Loan		-0-
5	§ 4c	Assumption Balance		-0-
6	§ 4f	Seller or Private Financing		-0-
7				
8				
9	§ 4b	Cash at Closing		4,369,931
10		TOTAL	\$ 4,469,931	\$ 4,469,931

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

a. **Earnest Money.** The Earnest Money set forth in this section, in the form of Good Funds is part payment of the Purchase Price and shall be payable to and held by Fidelity National Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. Earnest Money Holder shall deposit the Earnest Money in an interest bearing account in a FDIC-insured institution. All interest earned shall become part of the Earnest Money.

73 b. Cash at Closing. All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs,
74 shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified
75 check, savings and loan teller's check and cashier's check (Good Funds).
76 ~~c. Down Payment Assistance; Seller Paid Costs. Seller, at Closing, shall credit \$ N/A to Buyer to assist with~~
77 ~~Buyer's down payment. Seller shall also, at Closing, credit to Buyer the amount of \$ N/A to assist with Buyer's closing~~
78 ~~costs, not to exceed the amount due from Buyer for such costs. These amounts are in addition to any sum Seller has agreed~~
79 ~~to pay or credit Buyer elsewhere in this Contract.~~
80 ~~d. New Loan. N/A~~
81 ~~(1) New First Loan. Buyer shall obtain a new loan set forth in this section as follows:~~
82 Conventional FHA VA Other _____
83 This loan will be secured by a _____ (1st, 2nd, etc.) deed of trust.
84 ~~The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan~~
85 ~~amount, not in excess of \$ _____, which shall be amortized over a period of _____ Years Months at~~
86 ~~approximately \$ _____ per _____ including principal and interest not to exceed _____%~~
87 ~~per annum, plus, if required by Buyer's lender, a deposit of _____ of the estimated annual real estate taxes,~~
88 ~~property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated~~
89 ~~payment loan, the payments and interest rate initially shall not exceed the figures set forth above.~~
90 ~~Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount.~~
91 ~~Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____~~
92 ~~and the balance, if any, shall be paid by _____.~~
93 ~~Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount. If~~
94 ~~the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed \$ _____,~~
95 ~~that Buyer is not allowed by law to pay for tax service and _____.~~
96 ~~(2) New Second Loan. Buyer shall obtain a new loan set forth in this section as follows:~~
97 ~~This loan will be secured by a _____ (2nd, etc.) deed of trust.~~
98 ~~The total loan amount, not in excess of \$ _____, shall be amortized over a period of _____~~
99 ~~Years Months at approximately \$ _____ per _____ including principal and~~
100 ~~interest not to exceed _____% per annum. If the loan is an adjustable interest rate or graduated payment loan, the~~
101 ~~payments and interest rate initially shall not exceed the figures set forth above.~~
102 ~~Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount.~~
103 ~~Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____~~
104 ~~_____ and the balance, if any, shall be paid by _____.~~
105 ~~Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount.~~
106 ~~e. Assumption. N/A Buyer agrees to assume and pay an existing loan in the approximate amount of the~~
107 ~~Assumption Balance set forth in this section, presently payable at \$ _____ per _____ including principal and~~
108 ~~interest presently at _____% per annum, and also including escrow for the following as indicated: Real Estate Taxes~~
109 ~~Property Insurance Premium Mortgage Insurance Premium and _____.~~
110 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest~~
111 ~~rate shall not exceed _____% per annum and the new payment shall not exceed \$ _____ per _____ principal~~
112 ~~and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption~~
113 ~~Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____,~~
114 ~~then Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of termination or~~
115 ~~_____.~~
116 ~~Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the~~
117 ~~requirements for release from liability shall be evidenced by delivery at Closing of an appropriate letter of commitment~~
118 ~~from lender. Cost payable for release of liability shall be paid by _____ in an amount not to~~
119 ~~exceed \$ _____.~~
120 ~~f. Seller or Private Financing. N/A Buyer agrees to execute a promissory note payable to: _____~~
121 ~~_____, as Joint Tenants Tenants in Common~~
122 ~~Other _____, on the note form as indicated:~~
123 ~~(Default Rate) NTD 81-10-06 Other _____ secured by a _____~~
124 ~~(1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated: Strict Due On Sale (TD 72-10-06)~~
125 ~~Creditworthy (TD 73-10-06) Assumable Not Due On Sale (TD 74-10-06)~~
126 ~~Other _____.~~
127 ~~The promissory note shall be amortized on the basis of _____ Years Months, payable at \$ _____~~
128 ~~per _____ including principal and interest at the rate of _____% per annum. Payments shall commence~~
129 ~~_____ and shall be due on the _____ day of each succeeding _____.~~

130 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing.
131 Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes, and Shall Shall
132 Not be increased by _____ of estimated annual property insurance premium. The loan shall also contain the following
133 terms: (1) if any payment is not received within _____ calendar days after its due date, a late charge of _____% of
134 such payment shall be due, (2) interest on lender disbursements under the deed of trust shall be _____% per annum,
135 (3) default interest rate shall be _____% per annum, (4) Buyer may prepay without a penalty except _____
136 _____, and (5) Buyer Shall Shall Not execute and deliver, at
137 Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the promissory note a _____ (1st;
138 2nd, etc.) lien on the personal property included in this sale.
139 _____ Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

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

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

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

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

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

185 **6. APPRAISAL PROVISIONS.**

186 **a. Appraisal Condition.**

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

188 (2) **Conventional.** Buyer shall have the sole option and election to terminate this Contract if the Purchase
189 Price exceeds the Property's valuation determined by an appraiser engaged by _____.
190 This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal
191 or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before
192 **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline**
193 (§ 2c), Buyer waives any right to terminate under this subsection.

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

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

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

212
213 **7. EVIDENCE OF TITLE.**

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

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

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

226 **b. Copies of Exceptions.** On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer
227 and N/A, (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a
228 title insurance commitment is required to be furnished, and if this box is checked **Copies of any Other Documents** (or,
229 if illegible, summaries of such documents) listed in the schedule of exceptions (**Exceptions**). Even if the box is not
230 checked, Seller shall have the obligation to furnish these documents pursuant to this subsection if requested by Buyer any
231 time on or before **Document Request Deadline** (§ 2c). This requirement shall pertain only to documents as shown of
232 record in the office of the clerk and recorder where the Property is located. The abstract or title insurance commitment,
233 together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents
234 (**Title Documents**).

235 **c. Survey.** On or before **Survey Deadline** (§ 2c), Seller Buyer shall cause Buyer (and the issuer of the
236 Title Commitment or the provider of the opinion of title if an abstract) to receive a current **Improvement Survey Plat**
237 **Improvement Location Certificate** **Survey shall meet ALTA/ASCM standards** (the description checked is known
238 as Survey). An amount not to exceed \$_____ for Survey shall be paid by Buyer Seller. If the cost exceeds
239 this amount, Buyer Seller shall pay the excess on or before Closing unless Buyer delivers to Seller before Survey
240 is ordered, Buyer's written notice allowing the exception for survey matters.

241 **d. Common Interest Community Documents.**
242 (1) **Not Applicable.** This § 7d. shall not apply.
243 (2) **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
244 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER
245 OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE

246 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
247 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
248 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
249 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
250 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
251 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
252 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
253 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
254 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
255 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
256 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
257 THE ASSOCIATION.

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

265 (4) **CIC Documents to Buyer.**

- 266 (a) **Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to
267 Buyer, at Seller's expense, on or before Title Deadline (§ 2c).
268 (b) **Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents
269 to Buyer, at Seller's expense.
270 (c) **Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon
271 Buyer's receipt of the CIC Documents, regardless of who provides such documents.

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

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

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

284
285 **8. TITLE AND SURVEY REVIEW.**

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

293 b. **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters**
294 **Deadline** (§ 2c) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to
295 Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
296 other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records of
297 which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has
298 any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary
299 line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection,
300 notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters**
301 **Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights,
302 if any, of third parties of which Buyer has actual knowledge.

303 c. **Survey Review.**

- 304 (1) **Not Applicable.** This § 8c shall not apply.

305 (2) **Conditional on Survey.** If the box in this subsection 8c(2) is checked, Buyer shall have the right to
306 inspect the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition shown by the Survey,
307 notwithstanding § 8b or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 2c) then such objection
308 shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline**
309 (§ 2c), Buyer accepts the Survey as satisfactory.

310 d. **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL
311 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
312 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS
313 MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO
314 SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE
315 INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN
316 INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS
317 OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL
318 LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN
319 INCREASE IN SUCH MILL LEVIES.

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

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

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

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

343
344 ~~9. LEAD-BASED PAINT. Unless exempt, if the improvements on the Property include one or more residential~~
345 ~~dwellings for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless a completed~~
346 ~~Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior~~
347 ~~to the parties signing this Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales)~~
348 ~~form signed by Seller and the real estate licensees.~~
349

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

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

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

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

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

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

366 d. **Insurability.** Intentionally omitted.

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

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

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

378
379 **11. METHAMPHETAMINE LABORATORY DISCLOSURE.** The parties acknowledge that Seller is required to
380 disclose whether Seller knows that the Property was previously used as a methamphetamine laboratory. No disclosure is
381 required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to §
382 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial
383 hygienist to test whether the Property has ever been used as a methamphetamine laboratory. In the event that the Property
384 has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller, on or before Closing, to
385 terminate this Contract.

386
387 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Subject to the provisions of § 25e
388 the Closing shall occur on or before the **Closing Date Deadline** (§ 2c). The hour and place of Closing shall be by mutual
389 agreement as designated by _____ Buyer _____ Seller.

390
391 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with
392 the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient special warranty deed to Buyer,
393 at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as
394 provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special
395 improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject
396 to:

397 a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
398 accepted by Buyer in accordance with § 8a (Title Review),

399 b. distribution utility easements (including cable TV),

400 c. those specifically described rights of third parties not shown by the public records of which Buyer has actual
401 knowledge and which were accepted by Buyer in accordance with § 8b (Matters Not Shown by the Public Records) and §
402 8c (Survey Review),

403 d. inclusion of the Property within any special taxing district,

404 e. the benefits and burdens of any recorded declaration and party wall agreements, if any, and

405 f. other. None.

406
407 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from
408 the proceeds of this transaction or from any other source.

409
410 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

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

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

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

417 d. **Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of
418 assessments (Status Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any

419 fees incident to the transfer from Seller to Buyer assessed by the Association (Association's Transfer Fee) shall be paid by
420 Buyer Seller One-Half by Buyer and One-Half by Seller. N/A.

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

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

425
426 16. PRORATIONS. The following shall be prorated to Closing Date (§ 2c), except as otherwise provided:

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

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

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

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

443 d. Other Prorations. None.

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

445
446 17. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date at Possession Time (§
447 2c), subject to the following leases or tenancies:

448
449 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be
450 additionally liable to Buyer for payment of \$100 per day (or any part of a day) from the Possession Date and Possession
451 Time (§ 2c) until possession is delivered.

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

453
454 18. ASSIGNABILITY. This Contract Shall Shall Not be assignable by Buyer without Seller's prior written
455 consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal
456 representatives, successors and assigns of the parties.

457
458 19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS. Except as otherwise
459 provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this
460 Contract, ordinary wear and tear excepted.

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

471 b. Damage, Inclusions and Services. Should any Inclusion or service (including systems and components of
472 the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this Contract and Closing or possession,
473 whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of
474 similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
475 Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds received by
476 Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty
CONTRACT TO BUY AND SELL REAL ESTATE (ALL TYPES OF PROPERTIES)

477 programs that may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to
478 growing crops by fire or other casualty shall be borne by the party entitled to the growing crops as provided in subsection
479 3a(7) and such party shall be entitled to such insurance proceeds or benefits for the growing crops.

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

483
484 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller
485 acknowledge that the respective broker has advised that this document has important legal consequences and has
486 recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.
487

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

491 a. **If Buyer is in Default:**

492 (1) **Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest
493 Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may
494 recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller
495 shall have the right to specific performance or damages, or both.

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

502 b. **If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money
503 received hereunder shall be returned to Buyer, or Buyer may elect to treat this Contract as being in full force and effect and
504 Buyer shall have the right to specific performance but not damages.

505 c. **Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or
506 court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
507

508 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties
509 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
510 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.
511 The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable
512 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
513 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered
514 by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless
515 otherwise agreed.
516

517 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the
518 Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy
519 regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be
520 required to take any action. Earnest Money Holder, at its option and sole discretion, may (a) await any proceeding, (b)
521 interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and
522 reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money Holder
523 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the
524 lawsuit (Lawsuit) within 120 calendar days of Earnest Money Holder's written notice is delivered to the parties, Earnest
525 Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a
526 copy of the Lawsuit, and has not interplead the monies at the time of any Order, Earnest Money Holder shall disburse the
527 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 22).
528

529 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned
530 and the parties shall be relieved of all obligations hereunder, subject to §§ 10e, 22 and 23.
531

532 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real
533 Estate Commission.)

534 a. **Broker Commissions.** Other than William Jenkins of the Laramie Company, Buyer warrants to Seller that it
535 has not dealt with any real estate brokers in connection with this transaction and shall not be liable for the payment of any
536 brokerage commission. Seller shall indemnify and hold Buyer harmless from any brokerage or other commissions that may
537 be payable in connection with this or any other transfer of the Property or any part thereof, unless such claims arise through
538 the Buyer.

539
540 b. **Representations And Warranties.** Seller represents and warrants to Buyer both as of the date hereof and as
541 of the date of Closing that:

542 (1) Seller is not a "foreign Person" but is a "United States person" as such terms are defined in Section 1445 and
543 7701 of the Internal Revenue Code of 1986 as amended.

544 (2) As of the date of Closing there shall be no parties in possession of any portion of the Property, except Seller.

545 (3) No work shall have been performed or shall be in progress by Seller, and no materials shall have been
546 furnished to the Property or any portion thereof in connection with such work that might give rise to mechanic's liens
547 against the Property or any portion thereof. At Closing, there will be no unpaid bills or claims in connection with any such
548 work on the Property.

549 (4) No portion of the Property is subject to an earnest money contract, right of first refusal or similar contractual
550 right.

551 (5) To the best of Seller's actual knowledge, there is no suit, action, legal or other proceeding pending, or to
552 Seller's best knowledge, threatened which affects the Property.

553 (6) Seller has received no notice from any governmental authority of zoning, building, fire, water, use, health,
554 environmental or other statutory or regulatory violation issued in respect of the Property which has not been heretofore
555 corrected.

556 (7) No action in condemnation, eminent domain or public taking proceedings are now pending or contemplated
557 against the Property;

558 (8) No ordinance or hearing is now before any local governmental body which either contemplates or authorizes
559 any public improvements or special tax levies, the cost of which may be assessed against the Property;

560 (9) The Property is in compliance with all City of Westminster subdivision and platting regulations and with
561 applicable rules, regulations, ordinances, and requirements of the City;

562 (10) (i) To the best of Seller's actual knowledge, the Property does not contain asbestos or underground
563 storage tanks and has not been used for the purpose of receiving, handling, using, storing, treatment, transporting owned or
564 disposing of (A) any hazardous material as defined in any applicable federal, state, county or local statutes, laws,
565 regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to
566 environmental matters (being hereinafter collectively referred to as the "Environmental Laws"), (B) other toxic, dangerous
567 or hazardous chemicals, materials, substances, pollutants and wastes, or any chemical, material or substance, exposure to
568 which is prohibited, limited or regulated by any federal, state, county, regional or local authority or (C) petroleum products
569 (all the foregoing being hereinafter collectively referred to as "Hazardous Materials");

570 (ii) To the best of Seller's actual knowledge, there are no existing or pending remedial actions or
571 other work, repairs, construction or capital expenditures with respect to the Property in connection with the Environmental
572 Laws, nor has Seller received any notice of the same;

573 (iii) To the best of Seller's actual knowledge, no Hazardous Materials have been or will be released
574 into the environment, or have been or will be deposited, spilled, discharged, placed or disposed of at, on or adjacent to the
575 Property, nor has the Property been used at any time by any person as a landfill or a disposal site for Hazardous Materials
576 or for garbage, waste or refuse of any kind; and

577 (iv) To the best of Seller's actual knowledge, no notices of any violation of any of the matters
578 referred to in the foregoing subsections relating to the Property or its use have been received by Seller and there are no
579 writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or
580 threatened, relating to the ownership, use, maintenance or operation of the Property, nor, is there any basis for any such
581 lawsuit, claim, proceeding or investigation being instituted or filed.

582
583 The representations and warranties set forth in this Section 25(b) shall be continuing and shall be true and correct
584 on and as of the Closing Date with the same force and effect as if made at that time. Seller shall not be responsible for any
585 liabilities assumed by the title company under the title policy to be issued to Buyer, nor shall Seller be liable for any
586 indirect or consequential damages in the event of a breach of any of the foregoing representations and warranties. In the
587 event of such breach by Seller, Seller's liability shall be limited to the actual cost of remedying the breach.

588
589 c. **Time of Performance.** If any date for performance falls on a Saturday, Sunday or legal holiday, then the date
590 for performance shall be extended to the next day which is not a Saturday, Sunday or holiday.

591

592 d. **Authorization.** Buyer and Seller represent to each other that all necessary steps have been taken to authorize
593 this Contract and that each has the requisite authority to enter into and perform this Contract in accordance with its terms.
594

595 e. **Development Approvals.** This paragraph 25e. shall _____ shall not apply. Seller shall have until the
596 **Approval Deadline** (§ 2c) to (i) Approve Buyer's application for Water Tap Service Commitments sufficient to build at
597 least 450 multi-family units on the Property, which Buyer has submitted; (ii) Approve an Official Development Plan
598 ("ODP") for Buyer's intended development and use of the Property (collectively, the "Approvals") provided, however,
599 Seller agrees to not unduly delay its review of Buyer's applications and requests for Approvals, and provided further that
600 Seller shall not be required to perform acts or expend funds that are not in conformance with the laws, rules, or regulations
601 of the City of Westminster, Colorado; and (iii) Enter into a written agreement with the NBC Metropolitan District,
602 satisfactory to Buyer, addressing the respective obligations of the Buyer, Seller and District concerning the public
603 improvements related to Buyer's intended development ("Special District Agreement"). Should Buyer not obtain such
604 Service Commitments or Approvals or Special District Agreement prior to the **Approval Deadline**, Buyer may terminate
605 this Contract by notifying Seller prior to the **Approval Deadline**. In the event Buyer terminates prior to or on the
606 **Approval Deadline**, the Earnest Money shall be returned to Buyer. Provided that all other terms and conditions of this
607 Contract have been satisfied by the Seller, and subject to the provisions of § 30b below, Buyer agrees to close this
608 agreement within 30 days following the Seller's satisfaction of the provisions of this § 25e.
609

610 f. **Tax Deferred Exchange.** This paragraph 25f. _____ shall shall not apply. Following the Closing of
611 this Contract, Seller agrees to cooperate with any tax deferred exchange (whether a 1031 or 1033) that Buyer desires to
612 complete with respect to this transaction, provided there is no expense to Seller.
613

614 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract
615 between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have
616 been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be
617 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this
618 Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.
619

620 **27. FACSIMILE.** Signatures may _____ may not be evidenced by facsimile. Documents with original signatures
621 shall be provided to the other party at Closing, or earlier upon request of any party.
622

623 **28. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual
624 knowledge, the Property IS IS NOT in foreclosure. In the event this transaction is subject to the provisions of the
625 Colorado Foreclosure Protection Act (the Act) (i.e., generally the Act requires that the Property is residential, in foreclosure,
626 and Buyer does not reside in it for at least 1 year), a different contract that complies with the provisions of the Act is
627 required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all
628 parties concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.
629

630 **29. NOTICE, DELIVERY, AND CHOICE OF LAW.**

631 a. **Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and
632 except as provided in § 28b below, all notices must be in writing. Any notice to Buyer shall be effective when received by
633 Buyer or by Selling Brokerage Firm, and any notice to Seller shall be effective when physically received by Seller or
634 Listing Brokerage Firm.

635 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be
636 delivered in electronic form by the following indicated methods only: Facsimile E-mail No Electronic
637 **Delivery.** Documents with original signatures shall be provided upon request of any party.

638 c. **Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in
639 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this
640 state for property located in Colorado.
641

642 **30. SPECIAL CONDITIONS.**

643
644 a. Buyer shall deliver the **Earnest Money** to the Title Company in one (1) installment as follows: (i) \$100,000
645 within ten (10) days of mutual execution of this Contract. Buyer's Earnest Money deposit shall be refundable to the Buyer,
646 except in the event of a breach of this Contract by Buyer.
647

648 b. Seller agrees to extend the Closing Date Deadline with three (3) thirty (30) day extensions upon payment by
649 Buyer of a payment of Twenty Five Thousand Dollars (\$25,000) for each exercised extension ("Extension Payments").

650 The first two extensions are non-refundable but applicable to the sales price. The Third extension is non-refundable and
651 non-applicable to the sales price. Any such Extension Payments shall be immediately released to the Seller.
652

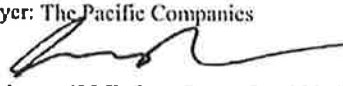
653 c. Buyer agrees to aggressively proceed with the Official Development Plan approval process to encompass at
654 least 150 multi-family units as part of a Phase I of the proposed project. Further concerted efforts will commence with
655 future development plans to potentially include podium type construction to accommodate parking and increased densities.
656 Seller understands that the developer is not committing to podium parking on any portion of the property
657

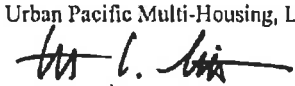
658 d. Buyer agrees that it shall make all commercially reasonable best efforts to begin construction of Phase I of the
659 project within 12 months of Seller's final ODP approval.
660

661 e. Buyer intends to develop an urban style, high quality finish, urban style, market rate multi-family project of
662 450 units (the number of units is subject to final ODP approval, but shall be no less than 450 units).
663

664 f. At closing, the Buyer shall receive from the City the lesser of \$42,000 or one-half the cost of wetlands
665 mitigation related to the Buyer's proposed development, to be determined in good faith by agreement of the Buyer and
666 Seller at least fifteen (15) days prior to closing.
667

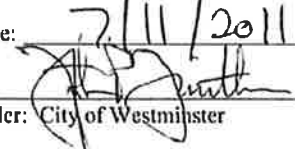
668 31. COUNTERPARTS. A copy of this document may be executed by each party, separately, and when each party has
669 executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
670

671
672 Date: 7/5/12
673
674 Buyer: The Pacific Companies
675 
676
677 Address: 430 E. State Street, Ste. 100, Eagle, ID 83616
678 Phone No.: (208) 461-0022
679 Fax No.: (208) 461-3267
680 Email Address: calebr@tpchousing.com
681

Date: July 5, 2012
Buyer: Urban Pacific Multi-Housing, LLC

Address: 5318 E. 2nd Street, Ste. 644, Long Beach, CA 90803
Phone No.: (562) 552-1777
Fax No.: N/A (email to: choppin@urbanpacific.com)
Email Address: choppin@urbanpacific.com

682 ~~{NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31}~~

683
684 Date: _____
685
686
687 Seller _____
688
689 Address: _____
690
691 Phone No.: _____
692 Fax No.: _____
693 Email Address: _____
694

Date: 7/11/2011

Seller: City of Westminster
Address: 4800 W. 92nd Avenue, Westminster, CO 80031
Phone No.: 303-658-2400
Fax No.: 303-706-3920
Email Address: _____

695 COUNTER, REJECTION. This offer is Countered Rejected.
696 Initials only of party (Buyer or Seller) who countered or rejected offer _____
697

END OF CONTRACT

Note: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c).

698
699
700 SELLING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
701 (To be completed by Selling Broker)

702
703 Selling Broker Does Does Not acknowledge delivery of Earnest Money deposit specified in § 4 and, while not a
704 party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Initial

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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 Seller _____

Selling Brokerage Firm's Name: The Laramie Company, LLC-

Date: _____ Broker _____

Address: 730 17th Street, Suite 840, Denver, CO 80202
Phone No.: 303-573-5007 Fax No.: 303 573 5002
Email Address: Bill@Laramiecompany.com

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: _____



Agenda Item 8 C-D

Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Ranch Creek Underpass and Trails Project – Award of Construction Contract and Construction Engineering Services Contract

Prepared By: David W. Loseman, Assistant City Engineer

Recommended City Council Action

1. Authorize the City Manager to award the bid and execute a contract with the lowest and most qualified bidder, Concrete Express, Inc., in the amount of \$1,549,154 for the construction of the Ranch Creek Underpass and Trails Project and authorize a construction contingency in the amount of \$232,000.
2. Based on the recommendation of the City Manager, find that the public interest will be best served by a negotiated Construction Engineering Services contract with Felsburg, Holt & Ullevig, Inc. and authorize the City Manager to execute a Construction Engineering Services Contract with Felsburg, Holt & Ullevig, Inc. in the amount of \$115,485 and authorize a construction engineering contingency of \$15,000.

Summary Statement

- The City has completed the design to construct a pedestrian underpass under 120th Avenue just east of the existing Ranch Creek crossing of the street, which is approximately 600 feet east of Federal Boulevard. This underpass would provide a grade-separated connection to the Big Dry Creek Trail system for residents living south of 120th Avenue.
- This project includes the construction of the underpass under 120th Avenue, modification of an existing underpass under Federal Boulevard to allow it to be used by pedestrians and the installation of approximately 4,800 lineal feet of concrete trails linking the Big Dry Creek Trail to trails on the south side of 120th Avenue as well as other trails in the vicinity of the 120th Avenue and Federal Boulevard intersection (see attached map).
- Requests for bids for the construction of the project were advertised in the Daily Journal for three weeks, and bids were opened on August 7. Three bids were received and opened, and the lowest bidder is Concrete Express, Inc. with a bid of \$1,549,154.
- The proposed construction contingency of \$232,000 is appropriate for a project of this size and complexity and fits within the project budget.
- An Adams County Open Space grant of \$585,000 will be used to reimburse the City's General Fund for a significant portion of the cost of this project.
- Staff also proposes that Felsburg, Holt & Ullevig Inc. (FHU), the firm that designed this project, be retained to provide construction engineering services for this work.

Expenditure Required: \$1,911,639

Source of Funds: General Capital Improvement Fund and Storm Water Utility Fund

Policy Issues

Should the City proceed with the construction of the Ranch Creek Underpass and Trails Project? Should the City retain Felsburg, Holt & Ullevig, Inc. to provide construction engineering services on this project on a sole source basis?

Alternatives

Alternatives to the construction of the underpass include postponing or abandoning this project. This alternative is not recommended for the following reasons:

- The construction of the 120th Avenue and Federal Boulevard intersection improvements are scheduled for 2015. The construction of this underpass prior to the intersection project is desirable in order to prevent damage to the new roadway.
- Residents south of 120th Avenue will have a safer grade-separated crossing to gain access to the Big Dry Creek Trail system and businesses located north of 120th Avenue.

An alternative to the hiring of FHU for the construction engineering services is to conduct a competitive selection process in which all interested, qualified firms could vie for the work. Staff would much prefer to retain FHU for these services due to this company's familiarity with the details of the project. Staff has found it to be beneficial in most cases to have the design firm on a project also provide the construction engineering services. Such an arrangement eliminates disputes between the two disciplines, thus avoiding potential change orders on the project. Staff has determined that the fee proposed by FHU for the construction engineering work is reasonable.

Background Information

This 120th Avenue pedestrian underpass has been a desire of the City for many years. This underpass will serve a large residential population to the south of 120th Avenue and provide a safe, grade-separated crossing of a major highway (120th Avenue) thus allowing these citizens access to the Big Dry Creek Trail system, Metzger Farms Open Space and the many businesses located on the north side of 120th Avenue. A secondary but equally important benefit of this underpass is that it will pass residual 100 year storm flows that cannot be passed through the existing Ranch Creek box culvert under 120th Avenue without causing the overtopping of the roadway. While providing major flood prevention benefits, the box will be designed to keep water out of the pedestrian cell during minor storm events. The timing of the construction of this underpass has become critical due to the schedule for the 120th Avenue and Federal Boulevard Intersection improvement project. This federal-aid intersection project is currently under design and is scheduled for construction in 2015. It is desirable to construct the 120th pedestrian underpass prior to these intersection improvements in order to avoid damage to a newly constructed roadway.

The proposed project would include the construction of the underpass under 120th Avenue; the modification to the south cell of the existing box culvert under Federal Boulevard, north of 120th Avenue, which would provide a grade separated crossing of Federal Boulevard; a low water crossing of Ranch Creek; a concrete trail between the two underpasses; and a concrete ramp on the south side of the underpass to connect to the sidewalk along the south side of 120th Avenue.

The roadway construction package for this project was advertised in the Daily Journal and on the City's website for three weeks, and bids were opened on August 7. Three contractors submitted bids on this project with the low bid of \$1,549,154 being submitted by Concrete Express, Inc. It is recommended that City Council award the construction contract to Concrete Express, Inc.

The bid results are as follows:

Bidder	Amount of Bid
Concrete Express, Inc.	\$1,549,154.25
Jalisco International	\$1,612,561.64
Mortenson Construction	\$1,711,695.05
Engineer's Estimate from FHU	\$1,438,634

Staff has reviewed the results of the bidding procedure and recommends that the low bidder for the project, Concrete Express, Inc., be awarded the contract for construction of the project in the amount of \$1,549,154. Staff is familiar with Concrete Express, Inc. and is confident that the company will complete this project in a timely and professional manner.

The requested construction contingency of \$232,000 is approximately 10% of the overall construction budget. This is a reasonable contingency for a project of this size and complexity and fits within the project budget.

Staff is very familiar with FHU and has worked with this firm on other City projects, such as the 136th Avenue and 144th Avenue interchanges on I-25. On these projects, FHU stayed on time and within budget to complete the jobs in an excellent manner. Staff recommends Felsburg, Holt & Ullevig as the best consultant for this particular assignment since this company designed this project as well. The negotiated contract with FHU in the amount of \$15,000 is approximately 7.45% of the cost of construction. This fee is very comparable with fees for similar projects where the fee percentage is typically 8% to 15% of the cost of construction.

City Council action on this item meets elements of two goals in the City's Strategic Plan: Dynamic, Diverse Economy and Vibrant Neighborhoods in One Livable Community.

Respectfully submitted,

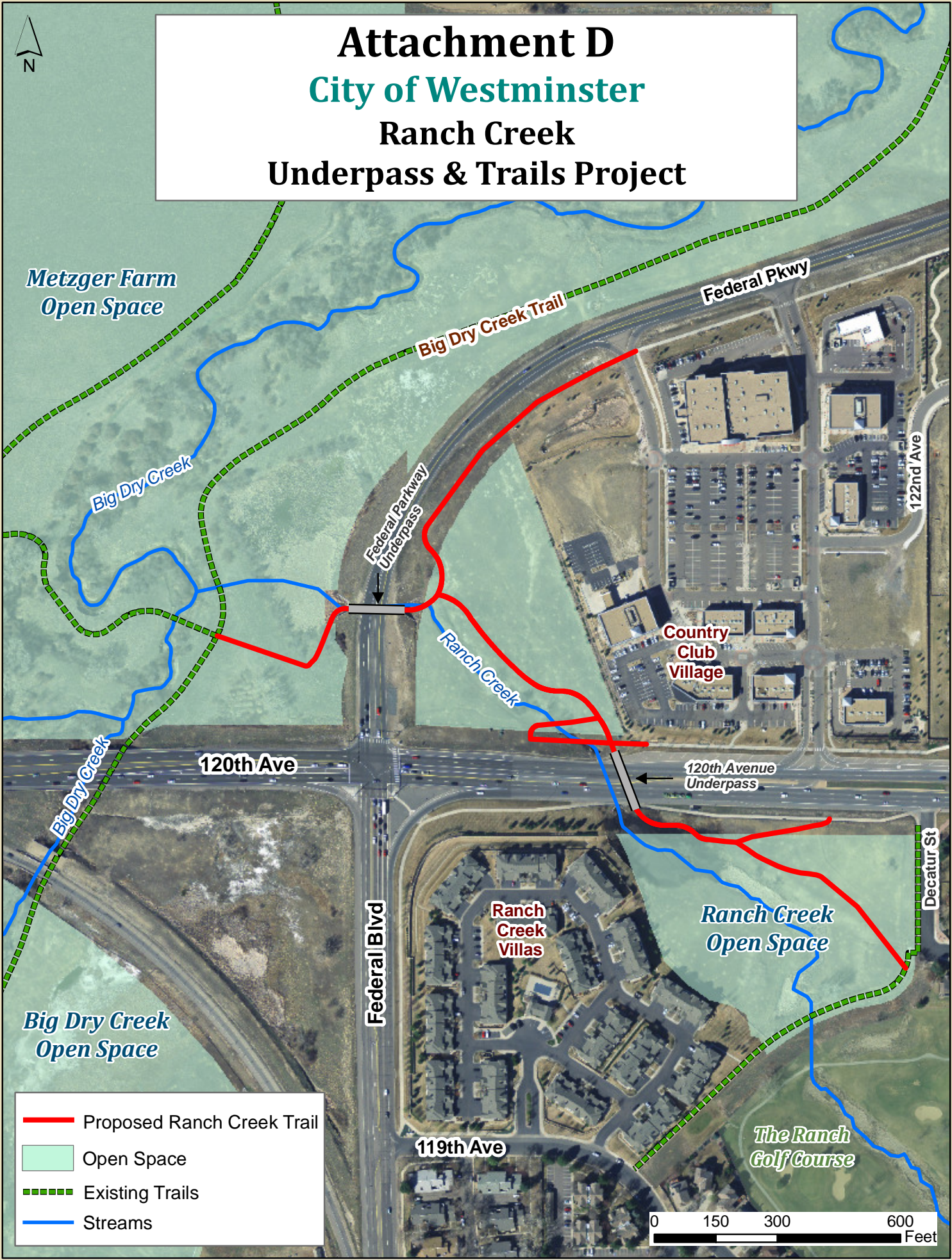
J. Brent McFall
City Manager





Attachment: – Vicinity map

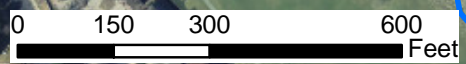
Attachment D

City of Westminster

Ranch Creek Underpass & Trails Project



-  Proposed Ranch Creek Trail
-  Open Space
-  Existing Trails
-  Streams





Agenda Item 8 E

Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Wesminster Center Urban Reinvestment Project – Award of Surveying Contract for Grading Project

Prepared By: David W. Loseman, Assistant City Engineer

Recommended Board Action

Based upon the recommendation of the City Manager, find that the public interest will be best served by a negotiated contract with Martin/Martin Inc. for surveying services associated with the grading of the Westminster Center Urban Reinvestment Project site and authorize the City Manager to execute the contract in the amount of \$53,600 and authorize an additional \$5,360 as a project contingency.

Summary Statement

- On September 8, 2014, Council approved a construction contract with Concrete Express, Inc. for the grading of the entire Westminster Urban Redevelopment Project (WURP) site, including the demolition of several existing structures and the reconstruction of a storm water detention pond.
- Martin/Martin Inc. completed the preparation of the construction documents for this work and will be performing on site construction engineering services.
- Certain surveying services for the project will be necessary in order to give guidance to Concrete Express as this company performs the grading work.
- Martin/Martin is the preferred consultant for this surveying work due to this company's familiarity with the site and, specifically, with the scope of the grading work. The consultant's efforts will include construction surveying, the preparation of an "as-built" survey once the construction is completed and the preparation of a site "dry utility" drawing that will show the exact locations of electric lines and gas mains. The existing electric lines on the site were previously owned by the Westminster Mall ownership and now belong to the Westminster Economic Development Authority.

Expenditure Required: \$58,960

Source of Funds: General Capital Improvement Fund - Westminster Center Urban Reinvestment Project

Policy Issue

Should the City hire Martin/Martin Inc. to perform surveying services related to the grading of the WURP site?

Alternative

City Council could chose to direct staff to conduct a competitive process to select a consultant to perform this surveying work. Staff does not recommend this alternative since Martin/Martin is most familiar with the project, is already working as the construction engineer on the project and has proposed a fee that is very reasonable for this scope of work. Council should also be aware that the City has never staffed an “in-house” survey crew, so private consulting services are necessary to complete the desired tasks.

Background Information

The WURP site grading and demolition project was awarded by Council to Concrete Express, Inc. on September 8, 2014. It is now necessary to hire a surveyor to provide construction staking for the grading contractor, prepare as-built surveys and document dry utility locations. In many cases, construction surveying duties are included in the construction contract, but staff determined that it would be logical to hire the surveyor separately on this particular project since as-built and dry utility surveys are needed in addition to the construction surveying services. These first two scope items are not typically included as part of the contractor’s survey work.

The dry utility survey is needed because all on site electrical facilities are now owned by the Westminster Economic Development Authority (WEDA) and are still in service to operate the parking lot lights and the fire pump. This survey will allow for the design of temporary electrical service to keep the south zone parking lot lights (the lights around JC Penney, Olive Garden and the bank) operating until they can be logically disconnected. The north zone lights, with the exception of the lights around the bowling alley, will be disconnected as part of the grading project. The fire pump service will remain active until the roads within the site are completed and a new booster pump is installed, which will allow for the removal of the current booster pump and removal of the electrical service to this pump.

The selection of Martin/Martin to perform this survey work is logical since this firm is already working on the project, is most familiar with the project and has proposed a fee that is very reasonable for the scope of work. The contingency of \$10,000 is also reasonable for this contract since it is the type of work that has a very clear scope.

Council action on this item meets elements of two goals in the City’s Strategic Plan: Dynamic, Diverse Economy and Vibrant and Inclusive Neighborhoods.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: 2015 Property and Liability Insurance Renewal

Prepared By: Martee Erichson, Risk Manager

Recommended City Council Action

Authorize the City Manager to enter into an agreement with the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for the purchase of high deductible stop loss insurance, for claims management and other administrative services, in the amount of \$524,976 along with a 10% contingency amount (\$52,498) in the event the final quote comes in higher.

Summary Statement

- City Council action is requested to authorize the annual expenditure for the 2015 contribution to CIRSA for property and liability insurance coverage and related services.
- The City annually purchases insurance to cover assets (buildings, vehicles, and equipment) and to protect itself from liability exposure resulting from claims brought against the City and its employees. This insurance is purchased through CIRSA. The preliminary quote from CIRSA for 2015 property and liability coverage is \$524,976, which represents a contribution of \$531,357 minus a loss control standards audit credit of \$6,381.
- The final cost for coverage in 2014, before credits, was \$504,127. The preliminary quote for 2015 of \$531,357 represents an increase in contribution of \$27,230 or 5.4%. This increase is due to several factors affecting the CIRSA insurance pool including but not limited to, the increase in the average cost of claims, inflation on the costs of construction and a need to maintain actuarial levels on pool reserves. [BM1]
- As has been past practice, City Council is being asked to authorize this preliminary quote from CIRSA and continuation in the pool so that CIRSA can determine final contributions based on membership response in time for the start of the 2015 policy period.
- Background information on CIRSA is attached to this Agenda Memorandum.
- Funds for this action are available and proposed in the recommended 2015-2016 Property and Liability Fund budget and in fund reserves.

Expenditure Required: Not to exceed \$577,474

Source of Funds: Property and Liability Self Insurance Fund

Policy Issue

Should the City continue to use a municipal insurance pool for placement of its 2015 property and liability coverage?

Alternative

City Council could reject Staff's recommendations to utilize CIRSA for this insurance coverage and direct Staff to seek proposals on the open insurance market. Staff does not recommend this action at this time due to the continued benefits of membership in CIRSA, including cost savings as a result of there being no agent commissions, no income taxes and no issue with shareholder profit margin effecting the total cost of coverage. In addition, there have been no significant changes to the commercial insurance market that would outweigh these benefits of membership in CIRSA.

Background Information

The City of Westminster has been a member of the CIRSA since its inception in 1982. Since that time, this governmental risk sharing pool has grown from its original 18 cities to 251 members in 2014. CIRSA provides property and liability coverage that is tailored to meet municipal exposures. The attached summary outlines CIRSA services in more detail. On January 1, 1988, the City implemented a high deductible program, electing to pay the first \$100,000 of each property claim and the first \$150,000 of each liability claim. This self-insured retention was increased to \$200,000 per line of coverage in 2004 and to \$250,000 in 2007 to save on contribution costs. A reserve fund insures that funds are available to cover expenses under the deductible level in the event of a catastrophic loss or a year in which multiple large claims occur that fall within the deductible. The City's audited Property and Liability Fund balance at the end of 2013 was \$4,219,712.

The City has continued to purchase its excess property and liability coverage from CIRSA for several reasons:

- CIRSA has provided competitive quotes for its insurance;
- CIRSA was established as a member-owned non-profit organization by municipalities specifically to provide insurance that meets the unique needs of Colorado cities and towns; and,
- Unlike all brokers and private insurance companies, CIRSA does not charge commissions, pay income tax or have to worry about shareholder profit margins.

The services provided by CIRSA include all claims handling, loss control, administrative services and the following excess coverage:

- Property coverage in excess of \$250,000 to \$500,500,000 (limits shared with all pool members).
- \$1,000,000 per occurrence/aggregate business interruption coverage.
- Public Officials Liability coverage from \$250,000 to \$5,000,000 per occurrence and \$10,000,000 aggregate.
- Police Professional Liability insurance from \$250,000 to \$5,000,000 per occurrence/aggregate.
- Motor vehicle physical damage from \$250,000 to \$5,000,000 per occurrence.
- Motor vehicle liability coverage from \$250,000 to \$5,000,000 per claim/occurrence.
- General Liability insurance coverage from \$250,000 to \$5,000,000 per claim/occurrence.
- NEW: Cyber Liability insurance coverage from \$250,000 to \$500,000 per occurrence/aggregate.

Currently, through on-going employee safety training and other loss control practices initiated by the individual departments and the Risk Management Staff, the efforts of the Citywide Safety Committee and the City's effective working relationship with CIRSA claims adjusting staff, Staff continues to improve on the success of the loss control program.

The City's loss control activities include, but are not limited to:

- Safety inspections of facilities
- Annual Defensive Driving, Risk Management 101, Risk Management for Supervisors and various Risk Management sponsored safety training classes
- Citywide Safety Committee review and analysis of all Workers' Compensation injuries and automobile accidents involving City vehicles
- Quarterly review of loss reports with the Department Head team
- Various other department-specific safety trainings such as the annual snowplow rodeo and training sponsored by the Public Works and Utilities Department
- Safety SPIRIT Awards incentive program
- NEW: SafeStart behavior based safety training program

For the last five years, recognizing the financial hardships many of its members were going through, CIRSA approved the use of a portion of each member's equity account to buy down the annual contributions. CIRSA member equity accounts consist of what remains of a member's annual contribution to CIRSA after payment of claims and expenses each year and includes interest earned. These funds are held by CIRSA to cover catastrophic claims and/or increases in each member's insured exposures that each member may not be able to fund in any given year. Acceptable equity account levels for each member are determined through an actuarial study. Over the last five years, Westminster used a total of \$90,949 of the City's member equity account as payment toward contributions to CIRSA. In recognition of the improved economy and to retain the health of each member's equity account, CIRSA has eliminated the use of these funds for the 2015 contribution.

The quote for the 2015 property and liability insurance contribution is preliminary at this time. CIRSA members are being asked to approve the preliminary contribution and continuation of membership so that CIRSA can calculate final contribution quotes based on all members responses. It is anticipated that final contribution quotes will be distributed in December. To avoid having to return to City Council in the event the final contributions come in higher than this preliminary quote, Staff's recommended action includes a 10% contingency factor of \$52,498 with the total final contribution not to exceed \$577,474. Funding for this request is budgeted in the proposed 2015-2016 Budget.

Risk Management supports Council's Strategic Plan goal of Excellence in City Services by working to minimize the cost of insurance to the City by maintaining a comprehensive loss control program and monitoring the insurance marketplace to ensure the most cost effective placement of insurance coverage.

Respectfully submitted,

J. Brent McFall

City Manager

Attachment: CIRSA Services for 2015



CIRSA SERVICES

2015

Providing Comprehensive
Risk Management Solutions

CIRSA is passionate about protecting municipalities and their affiliated public entities. We work exclusively in Colorado and have over 30 years of experience assisting members in improving safety, preventing losses, and managing the cost of risk. Our coverages and services are specifically designed for the unique and ever-changing needs of our membership.

Every member works with a personal team of representatives who provide customized guidance and assistance to help you manage exposures in your entity. CIRSA is staffed with knowledgeable, seasoned professionals including: Associates in Risk Management (ARM), Certified Safety Professionals (CSP), Certified Insurance Counselors (CIC), Associates in Claims (AIC), Certified Industrial Hygienists (CIH), and an In-House General Counsel.

LOSS CONTROL SERVICES

Membership in CIRSA entitles members to loss control services designed to prevent and minimize individual and pool-wide losses. CIRSA's Loss Control Department is recognized nationally as a leader in innovative and exemplary loss control services.

CIRSA firmly believes that a commitment to loss control yields significant benefits in the form of lower costs associated with public entity risks. Our experienced staff is dedicated to assisting our members in implementing their own loss control programs and establishing a positive safety culture.

Individualized Training

CIRSA provides over 25 classroom and/or hands-on courses that may be brought to your location upon request. CIRSA's full-time training staff work diligently to ensure materials are current and revised every two years at minimum. All courses are free to members and include topics such as: CDOT Flagger Certification, Safe Driving Strategies, Bloodborne Pathogens, First Responder Awareness, and Back Injury & Fall Protection.

Regional Seminars

Several times each year, CIRSA conducts regional seminars around the state on current loss control issues. Any member can attend these seminars and there is usually no charge. Online registration is available through our website, www.cirsa.org.

Safety Training Video & Reference Library

Your employees have unlimited access to CIRSA training programs and other educational materials in our [Loss Control Training Library](#), including over 300 videos. These programs are free of charge to our members and cover a variety of topics on most public entity exposures.

Video & Publication Production

CIRSA has produced a number of videos and manuals on pertinent and timely topics, 10 of which have won national Public Risk Insurance and Risk Management Association (PRIMA) awards. Titles include: *The Risk is in the Routine: A New Look at Accident Prevention*, *Hazard Awareness is Everyone's Responsibility*, *Occupational Disease Prevention for Firefighters*, *In the Scope of Your Authority: Preventing Public Officials' Liability*, and *Implementing a Comprehensive Safe Driving Program*. Copies of these videos are provided to you free of charge.

Online Training Center

CIRSA provides over 120 complimentary online safety, liability, supervisory and human resource related courses – 30 of which provide OCPO training units for water and wastewater employees. Additional topics and new courses are added each year. Your employees can easily logon to the [Online Training Center](#) 24/7 from any computer with internet access.

Webinars

As another means of reducing your costs, our monthly webinar series gives your employees the opportunity to obtain important training without leaving their office. These free presentations cover a wide variety of topics including loss control, employment and public officials' liability, PC & WC applications, finance, and claims handling. All of our webinars are recorded and can be viewed at any time from the [Member Section](#) of our website.

Sample Policies & Procedures

Numerous sample Loss Control and safety policies and procedures are available to our members to [download](#) and customize for your entity. Examples include Police Pursuits, Tasers, Preventing Public Officials Liability, and Fall Injury Prevention.

Accident Investigations & Loss Analyses

CIRSA provides timely, objective, and thorough accident investigations to help members identify root causes of accidents so measures can be implemented to prevent future occurrences. The Loss Control Department has also developed a number of loss analysis reports to identify the most frequent and severe causes of losses for the pool and for each member. Loss analysis reports are provided upon request.

Property Survey & Playground Inspections

This on-site, comprehensive safety survey identifies loss exposures of significant buildings and playgrounds. Written reports of survey results are sent to the appropriate public entity contacts.

Ergonomic Evaluations

These evaluations of computer workstations determine if they are adjusted properly for the employees who are using them. Our Loss Control Representatives will review workstation setup and assess chair, monitor, mouse, desk, and other equipment adjustments. Reports with recommendations to improve ergonomic conditions may be issued.

Water Slide Inspections

State regulations require an inspection by a third party of all water slides 18 feet or higher. Some outside consultants charge over \$1,000 for these inspections. Our Loss Control Representatives will inspect your slides for free, issue reports for items that need to be corrected, and provide certificates of inspection that meet state guidelines.

Loss/Hazard Alerts

Public entities and their employees may have serious accidents from which other members may learn. CIRSA distributes summary reports on these incidents (with any identifying details removed) to our members and also provides measures that your entity can take to prevent similar claims.

Loss Control Standards & Credits

CIRSA has established a number of recommended policies and procedures to address common public entity exposures. These recommendations are known as the Loss Control Standards. Your Loss Control Representative assists you in implementing the pool's Loss Control Standards and performs a review annually. The CIRSA Board of Directors has approved credits to members who conform to these standards. Members can apply these credits toward their CIRSA contribution; deposit them in their Loss Control Credit Account for the future purchase of safety related equipment or training; or request a direct disbursement of the funds. For a copy of the Loss Control Standards, contact your Loss Control Representative or [download a copy](#).

Industrial Hygiene Services

CIRSA's Certified Industrial Hygienist (CIH) assists members in the recognition, evaluation, and control of employee health hazards. Some examples of services provided include:

- Hazard Communication – Program development and employee training in the interpretation of Safety Data Sheets (SDS) and likely hazards associated with chemical use.
- Hearing Conservation – Sound level measurements and noise exposure evaluations for personnel exposed to elevated noise levels.
- Ergonomics/Body Mechanics – Work station evaluations and employee training.
- Asbestos identification and guidance for asbestos operations and maintenance.
- Indoor air quality sampling for offices, pools, water/wastewater treatment plants, and other public entity operations.
- Measuring carbon monoxide and nitrogen dioxide emissions from motorized equipment.

CLAIMS ADMINISTRATION SERVICES

Our in-house claims specialists and legal counsel provide expert claims administration and liability consultation services to help keep your cost of risk low. The CIRSA Claims Department is available to our members 24 hours a day, seven days a week. A member of the CIRSA claims staff is on-call at all times via pager and cellular phone and a backup system is in place to ensure all emergency calls are responded to in a prompt manner.

In addition to complete claims administration, the CIRSA Claims Department provides the following services:

Litigation Management Program

CIRSA works closely with our members and a panel of defense attorneys who specialize in the defense of governmental entities. CIRSA takes a "team approach" with our staff and the member to defend claims. This allows the claim to be handled more expediently and produces a result satisfactory to all involved.

Liability & Public Officials Training

CIRSA's General Counsel/Claims Manager provides on-site training to city councils, boards, commissions, and staff upon request on a variety of liability-related topics including: personal liability for governing body members and board/commission members; conduct of quasi-judicial matters; employment issues; Governmental Immunity Act; special events liability; volunteer liability; and many others.

Contract & Policy Review

CIRSA provides consultation on any liability-related topics, including contract and ordinance review, personnel policy review, and police manual review.

Liability Hotlines

The Liability Hotline, Land Use Hotline, and Medical Marijuana Liability Hotline serve as a resource on almost any liability-related topic. Members have access to CIRSA's general counsel for free consultation and assistance on liability issues before they become claims, including employment practices, land use liability, common zoning issues, quasi-judicial hearings, conflicts of interest, laws and regulations applying to medical marijuana, and drug testing policies. In addition, when critical incidents occur, pre-litigation defense services can be assigned on a case-by-case basis.

Claim Reports

Loss runs of all open claims are distributed on a quarterly basis, as well as quarterly litigation reports. Annual loss runs of all open and closed claims are also distributed. We offer other custom reports upon request. These reports can be reviewed by you and your CIRSA Loss Control Representative to help identify loss trends and discuss methods to control such losses.

Electronic Claim Filing & Online Lookup

Members can file Property/Casualty and Workers' Compensation claims electronically through our [website](#). Each claim is filed on the state required forms and can be printed at your workstation for your records. Current and historical claims data can be viewed through our online claims filing system as well. Daily information on claim status is available including up-to-the-minute details about any claim that has been filed.

UNDERWRITING SERVICES**Access to Additional Coverage Programs**

In addition to our core Property/Casualty and Workers' Compensation programs, CIRSA provides access to several optional coverage programs for you without having to pay an agent fee. Examples of these additional coverage programs are Equipment Breakdown, Excess Crime, Volunteer Accident Medical Plan (VAMP), and Special Events Coverage. We can also assist members in placing a wide variety of specialized policies including fiduciary, fidelity, public officials bonds, pollution liability, and airport liability.

Coverage Comparison

Since not all coverage is the same, CIRSA offers a complimentary comprehensive comparison between all coverages offered by CIRSA and those provided by prospective carriers. The comparison addresses not only the limits provided, but all critical coverage issues. The comparison is intended to make sure your entity is appropriately protected in the event of an accidental loss as well as provide a useful tool with which to make your decision.

Property Appraisals

CIRSA provides property appraisals through a third-party contractor. This service helps CIRSA and our members establish the correct values for all buildings and the contents of those buildings to make sure you are adequately covered should a loss occur. We aim to appraise all applicable structures on your site every five (5) years. Values are however updated annually to account for inflationary factors. New members will have their buildings appraised within the first 12 months of membership.

ADDITIONAL MEMBER BENEFITS AND SERVICES**Member Equity Account**

CIRSA is different from commercial insurers; we are owned by our members. Contributions paid to CIRSA are deposited into your individual Member Equity Account. The funds remaining after deducting your proportionate share of pool claims and expenses are maintained on your behalf, and these funds earn interest and are reported to you annually with a copy of the pool's audited financial statements. Member Equity Account balances are considered when determining contributions and higher balances result in lower contributions. The Board may also declare a distribution of Member Equity Account balances. Since 1989, over \$35 million has been distributed back to members.

Deductible Analyses

At the member's request, CIRSA can provide an analysis of varying deductible levels for you to use in your analysis of the appropriate deductible choice for your entity. Included in the analysis is a review of past loss experience to determine the optimal retention in order to minimize your total cost of risk.

Payment Options

CIRSA offers a no-fee, quarterly payment plan option for the payment of your annual contributions.

Cost Allocation Assistance

Cost allocation is the charge back of the costs of risk to your departments. This risk management best practice will improve the communication of the cost of risk to your entity and generate incentives for safety. CIRSA will assist you in implementing a cost allocation system and provide the regular reports to maintain the system.

Scholarship Programs

To assist members in furthering their risk management education, CIRSA will provide two (2) scholarships of up to \$2,250 for member employees to attend a national professional development conference related to safety, continuing education, or risk management. Additionally, three (3) scholarships in the amount of \$500 each will be available for in-state conferences such as CCCMA, COPRIMA, or CGFOA; and one scholarship in the amount of \$1,200 will be offered for CMCA Institute.

Travel Reimbursement

The CIRSA community places a high value on member participation. As another way to lower your costs of risk management, CIRSA offers reimbursement for expenses incurred while attending a New Member Orientation, Committee, Task Force, or General Membership Meeting. Lodging, meals and mileage are eligible for reimbursement under our [policy](#).

NetDiligence eRisk Hub

NetDiligence uses traditional risk management principles to proactively identify, mitigate, and eliminate ineffective security practices and network threat exposures. CIRSA Members have access to register, conduct security self-assessments, and review a vast library of online resources to protect their data through the eRisk Hub portal. If security issues arise or a data breach occurs, free consultation with a highly experienced Breach Coach is provided.

Coverage Line Newsletter

Our [quarterly newsletter](#) focuses on risk management-related topics and offers proactive risk prevention strategies. Two times a year, *Legal Lines* is sent to elected officials and discusses current public official liability issues, laws that affect public entities, and practical suggestions for dealing with liability issues. The newsletter also highlights current loss control topics, website updates and pertinent member information.

Social Media

- *Peaks to Plains* Blog – Features weekly updates on a variety of topics related to risk management including safety, health, legal, and liability issues. A new platform makes it easier for you to get this information, no user names or passwords are required. cirsapeakstoplains.blogspot.com
- You Tube Channel – “CIRSA Safety” features concise and easily accessible safety videos you can share with your staff during training exercises. Topics include: Accident Investigations, Employment Liability Exposure, Firefighter Safety; and Slips, Trips and Falls.

All of these services are, we believe, unmatched by any commercial insurer. Any head-to-head comparison of coverage quotes should take into account the value of the additional services that accompany CIRSA's coverages.



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Special Legal Counsel Services for Formation of the NBC Business Improvement District

Prepared By: Steve Smithers, Deputy City Manager
Jane Greenfield, City Attorney's Office

Recommended City Council Action

Authorize the City Manager to enter into an agreement for special legal counsel services with Dee Wisor of Butler Snow LLP, in substantially the same form as attached, in an amount not to exceed \$10,000 in connection with the proposed creation of the NBC Business Improvement District and the exclusion of certain property, currently owned by the City, from the NBC Metropolitan District.

Summary Statement

- City Council has previously found merit in approving special legal counsel to assist the City Attorney's Office as needed, rather than expanding staff.
- Staff is recommending that City Council authorize the City Manager to execute a legal services agreement with Dee Wisor for assistance in finalizing the NBC Metropolitan District exclusion of the City's property located immediately north of the Westminster Promenade. Mr. Wisor has assisted the City and WEDA in the past on numerous issues related to bonded indebtedness and legal issues of a specialized financial nature.

Expenditure Required: Not to exceed \$10,000

Source of Funds: General Fund – Central Charges

Policy Issue

Should the City retain special legal counsel to assist with these legal issues?

Alternative

City Council could elect not to retain this type of special legal counsel assistance or seek such assistance from another source. Staff believes this outside assistance is critical to assure that the exclusion of the City's property from the NBC Metro District proceeds in a timely and legal manner.

Background Information

The City has been in negotiations with a developer, Urban Pacific, for several years to acquire and develop the City property located just north of the Westminster Promenade and just south of Circle Point Office Park. Urban Pacific wants to develop this 15 acre parcel into 400 + residential apartments.

City Council approved a purchase and sale agreement to sell the City's land to Urban Pacific in 2012. As part of this agreement the City agreed to pursue exclusion of the City's land from the NBC Metropolitan District that the land is a part of. Staff is requesting City Council action elsewhere on tonight's Agenda to extend this purchase and sale agreement to December 15, 2014 in order to provide more time to put together the legal pieces needed to achieve the exclusion. Staff has been working diligently to get this work completed; however, this is a very complex transaction. With the legal assistance of Dee Wisor, staff is confident that the exclusion can be accomplished and the development will move forward.

City Council action on this item addresses two Strategic Plan goals: Vibrant and Inclusive Neighborhoods and a Dynamic, Diverse Economy.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of September, 2014, by and between Butler Snow LLP (the "Firm") and the CITY OF WESTMINSTER, COLORADO (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish the following special legal services to the City (the "Services"): The Firm shall act as special counsel to the City in connection with the proposed creation of the NBC Business Improvement District and the exclusion of property from the NBC Metropolitan District.
2. Dee Wisor of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. The City shall pay for the Services at the rate of \$475 per hour (discounted from Mr. Wisor's regular rate of \$545).
5. This Contract may be terminated by the City with or without cause.
6. No payments to the Firm shall be made prior to the approval of this Contract by the Westminster City Council.
7. Payments pursuant to this Contract shall not exceed \$10,000 without further written authorization by the City.
8. The Westminster City Council authorized this contract on September 22, 2014.
9. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment

verification program administered by the Colorado Department of Labor and Employment (the “Colorado Verification Program”). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

The Firm shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Firm certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Firm will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

10. The Firm’s billing policy and record retention policy are attached here to as Exhibits A and B.

FIRM NAME

By _____

CITY OF WESTMINSTER, COLORADO

By _____

Approved as to legal form:

City Attorney’s Office

Exhibit A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.*

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour
Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc Portable Media Devices: Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: \$50.00/gb per occurrence Data Processing Native: \$200.00/gb per occurrence Data Processing Full Tiff: \$250.00/gb per occurrence Data Storage: \$15.00/gb per month
Computerized Legal Research	No charge for basic research. \$25/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Fax and Long Distance Phone	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way- No charge ; 10-25 miles one way - \$25.00 ; over 25 miles one way - \$10.00/hour plus mileage ; Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Package Delivery	Charged at actual cost per package
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost

* The City will use its best efforts to make payment within 15 days, but the parties acknowledge that payment beyond 15 days will not incur additional charges or interest.

Exhibit B
NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The

remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.



Agenda Item 10 A

Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Councillor's Bill No. 25 re 3rd Amendment to the Economic Development Agreement with Church Ranch Hotel Companies

Prepared By: Susan Grafton, Economic Development Director

Recommended City Council Action

Pass Councillor's Bill No. 25 on first reading authorizing the City Manager to modify the start of construction date for the Hyatt Place Hotel from October 1, 2014 to October 1, 2016, charge an extension fee of \$100,000 and make other modifications.

Summary Statement

- The Church Ranch Hotel Company is finalizing plans now to start construction on the Hyatt Place Hotel, but they are unable to start construction of the Hyatt Place by the current deadline of October 1, 2014.
- The Church Ranch Hotel Company LLC is requesting that the construction commencement date articulated in the current Business Assistance Agreement for the Hyatt Place Hotel be extended from October 1, 2014 to October 1, 2016.
- The extension of the Hyatt Place agreement will be conditioned upon a \$100,000 extension fee, capping the assistance to \$3.4 million and providing for a reduction in assistance should any further extensions be requested.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does Council desire to extend the assistance agreement for the Hyatt Place out 24 more months?

Alternatives

Do Nothing: The City could decide not to extend the assistance agreement for the Hyatt Place Hotel. However, it is clear that construction of the Hyatt Hotel cannot occur by October 1, 2014.

Shorter Extension: A 12-month extension could be provided for construction to commence, instead of a 24-month extension as requested. The developer has agreed to build sooner if the funds become available, so a shorter timeline provides little advantage.

Background Information

In December 2008, Council approved an amendment to the Marriott Hotel agreement to make the assistance available also for a 115-room Hyatt Place Hotel.

In February 2011, Council approved an amendment of the Hyatt Place EDA to extend commencement of construction until October 1, 2012; and then a subsequent amendment on December 2011 to push start of construction from October 1, 2012 to October 1, 2014 was approved. This third amendment allows the start of construction date to be moved out once again from October 1, 2014 to October 1, 2016. Additionally through the following provisions are being added:

- Requirement of an \$100,000 extension fee that is non-refundable but applicable to the project's future Tap Fees;
- The total assistance for the project is capped at no more than \$3.4 million; and
- The request for any future extensions will automatically trigger a reduction in the rebate from 60% to 30% and from a cap of \$3.4 million to \$1.7 million.

It is anticipated that this will be final extension to the start of construction for the Hyatt Place Hotel. Upon completion, the hotel will provide an additional 115 rooms to Westminster's hotel cluster at US36 and Church Ranch Boulevard. The extension of this Business Assistance Agreement is in line with Council's goal of a Dynamic, Diverse Economy.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Councillor's Bill
Exhibit A – 3rd Amendment BAA

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **25**

SERIES OF 2014

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE 2009 AMENDED
AND RESTATED BUSINESS ASSISTANCE AGREEMENT FOR THE COOPERATIVE
DEVELOPMENT AND CONSTRUCTION OF A FULL SERVICE MARRIOTT HOTEL AND A
HYATT PLACE HOTEL**

WHEREAS, the successful attraction of new businesses in the City of Westminster provides increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for new businesses to locate in the City; and

WHEREAS, The Church Ranch Companies have requested an extension of the start of construction deadline for only the Hyatt Place Hotel; and

WHEREAS, the proposed Third Amendment to the 2009 Amended and Restated Business Assistance Agreement between the City and the White Etkin Church Ranch Hotel Company I, LLC, and White Etkin Church Ranch Hotel Company III, LLC, is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into the Third Amendment to the 2009 Amended and Restated Business Assistance Agreement between the City and the White Etkin Church Ranch Hotel Company I, LLC, and White Etkin Church Ranch Hotel Company III, LLC in substantially the same form as the one attached as Exhibit A, and upon execution of the Agreement to fund and implement said Agreement.

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

Section 3. 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 22nd day of September, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of October, 2014.

ATTEST:

Mayor

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

Exhibit A

**THIRD AMENDMENT TO THE
2009 AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT FOR THE
COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A FULL SERVICE MARRIOTT
HOTEL AND A HYATT PLACE HOTEL**

This Third Amendment to the 2009 Agreement (the "Third Amendment") is made and entered into this _____ day of _____, 2014 by and between the CITY OF WESTMINSTER, a Colorado home-rule municipality ("City"), WHITE ETKIN CHURCH RANCH HOTEL COMPANY I LLC, an Indiana limited liability company ("WE I"), and WHITE ETKIN CHURCH RANCH HOTEL COMPANY III LLC, an Indiana limited liability company ("WE III").

WHEREAS, WE I, WE III and the City entered into the 2009 Amended and Restated Business Assistance Agreement for the Cooperative Development and Construction of a Full Service Marriott Hotel and a Hyatt Place Hotel, dated September 30, 2009 (the "2009 Agreement"); and

WHEREAS, the 2009 Agreement was amended by the parties on February 28, 2011, for the purpose of amending the construction and completion dates and initiation of operations of the Marriott Hotel and Hyatt Place Hotel ("First Amendment"); and

WHEREAS, the 2009 Agreement and the First Amendment were amended by the parties on December 27, 2011, for the purpose of amending the construction and completion dates and initiation of operations of the Hyatt Place Hotel ("Second Amendment"); and

WHEREAS, the parties now desire to further amend the construction commencement and completion dates and initiation of operations of the Hyatt Place Hotel and acknowledge and confirm the satisfaction of the obligations of WE I relative to the Marriott Hotel.

NOW THEREFORE, the Parties agree as follows:

1. Section 2.1.3 of the 2009 Agreement and the First Amendment is amended to read as follows:

Pursuant to the 2009 Agreement, First Amendment, Second Amendment and the Extension of Reverter Right Agreement by and between the City and WE I, dated June 26, 2012 as recorded in the office of the Jefferson County Clerk and Recorder on July 3, 2012 at Reception Number 2012068568 ("Extension of Reverter Right Agreement"). The City acknowledges and agrees that WE I has satisfied the obligations for the Marriott Hotel relative to commencement of construction and completion of construction and initiation of operations. The Marriott Hotel construction commenced on July 17, 2012 and the Marriott Hotel was substantially completed and operations were initiated on April 2, 2014.

Therefore concurrent with Third Amendment WE I and the City shall execute a termination of reverter right ("Reverter Termination"). Upon execution, WE I shall record the Reverter Termination in the office of the Jefferson County Clerk and Recorder.

2. Section 2.6.1.2 of the 2009 Agreement and subsequent amendments is amended to read as follows:

Upon City's rebate of sixty (60) quarterly installments or having reached a maximum rebate of \$3.4 million, whichever comes first, for the Hyatt Place Rebate, the Hyatt Place Hotel Rebate shall cease. The first quarterly installment of the Hyatt Place Hotel Rebate shall be made within fifteen (15) days after the last day of the first quarter after the Hyatt Place Hotel receives a certificate of occupancy.

3. Section 3.10.1 of the 2009 Agreement, the First Amendment and the Second Amendment is amended to read as follows:

This Assistance Agreement shall terminate and become void and of no force or effect upon the City as to the Hyatt Place Hotel if (1) WE III fails to commence construction of the Hyatt Place Hotel on or before October 1, 2016, or (2) WE III fails to complete construction and initiate operation of the Hyatt Place Hotel by October 1, 2018. In addition, in the event WE III, at any time prior to completing the Hyatt Place Hotel, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator, liquidator of all or a substantial part of its assets; or, a petition of relief is filed by WE III under federal bankruptcy, insolvency, or similar laws; or, a petition in a proceeding under any bankruptcy, insolvency, or similar laws is filed against WE III and not dismissed within sixty (60) days, then in that event this Assistance Agreement shall terminate and become void and of no force or effect with respect to the Hyatt Place Hotel and any assistance received previously for the Hyatt Place Hotel shall be refunded to the City within sixty (60) days of written request by the City.

4. The first paragraph of Section 3.10.3 of the 2009 Agreement, the First Amendment and the Second Amendment is amended to read as follows:

If WE III fails to commence construction of the Hyatt Place Hotel on or before October 1, 2016, WE III agrees to (i) transfer to City its interest in Lot 2 of the Final Plat free and clear of liens and encumbrances, except for the then current property taxes and (ii) transfer to City its interest in any and all plans, specifications or drawings for the Hyatt Place Hotel. In addition, WE III agrees to pay the City applicable non-refundable extension fees upon City Council approval of this Third Amendment per the following schedule:

If construction of the Hyatt Place Hotel has not commenced by October 1, 2014 an initial extension payment of One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be paid to the City by WE III on or before October 1, 2014. This initial extension payment is non-refundable but shall be applied as a credit to the Tap Fees due and payable by WE III pursuant to this Agreement if construction of the Hyatt Place Hotel commences on or before October 1, 2016.

In the event WE III requests another commencement date extension or has not commenced construction of the Hyatt Place Hotel by October 1, 2016 then at that immediate point in time the assistance being provided by the City will automatically be reduced from 60% to a 30% rebate with a maximum assistance amount of no more than \$1.7 million instead of \$3.4 million and an additional \$100,000 extension shall be required to be paid to the City by WE III. Conditions of such an extension will be outlined in an amendment of this agreement.

In the event WE III has not commenced construction of the Hyatt Place Hotel on or before October 1, 2016 then the extension payments made to the City by WE III shall be forfeited by WE III to the City and WE III shall have no further right nor benefit of the extension payments and the City has the right to full use of the extension payments for whatever purpose the City deems appropriate.

5. Except as amended above, all terms and conditions of the 2009 Agreement, the First Amendment and the second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed, to be effective on the day and year first above written.

[signatures are on the following pages of this Third Amendment]



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Resolution No. 20 re Support of Adams 12 Five Star Schools Bond Proposal and Mill Levy Override

Prepared By: Ben Goldstein, Senior Management Analyst

Recommended City Council Action

Adopt Resolution No. 20 supporting the Adams 12 Five Star Schools bond proposal and mill levy override.

Summary Statement

At the August 15 Study Session meeting, City Council was asked to provide support for an estimated \$220 million in bonding authority to be used for renovations of 49 existing schools and the construction of 2 new schools and a \$15 million mill levy override to be used for academic programming and general operations. The increases are proposed by the Adams 12 Five Star Schools Board of Education, for the November 4, 2014, ballot. Based on direction from City Council, Staff has prepared the attached resolution in support of the ballot measure to increase the mill levy for Adams 12 Five Star Schools for Council's consideration.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council want to officially support the proposed ballot issues that would authorize \$220 million in bonding authority and \$15 million mill levy override for Adams 12 Five Star Schools?

Alternative

Council has the option of not supporting the proposed ballot measures.

Background Information

Since 2010, Adams 12 Five Star Schools has had to make more than \$50 million in cuts to programs and services due to reduced funding from the state and impacts from the economic recession. While costs continue to increase due to inflation, the district is currently receiving almost \$200 less in per pupil funding (\$6,848 per pupil for 2014-2015) than it did five years ago (\$7,042 per pupil for 2009-2010).

The last bond passed in the district was a decade ago. Due to a lack of funding, the amount of deferred maintenance in schools across the district has grown to more than \$80 million. Additionally, the district continues to experience growth in enrollment. Currently 830 elementary students learn in mobiles and enrollment is expected to grow another 1,175 students by 2025.

The District is seeking an increase for both bonding authority and operating dollars, which would cost taxpayers \$13.95 per month on a home valued at \$250,000, or slightly less than \$170 a year.

The ballot language focuses on these key objectives:

Ballot Issue 3I:

- Providing students and teachers with updated textbooks, technology and instructional materials, along with training and support to enhance student learning.
- Attracting and retaining highly effective teachers by offering salaries and benefits that are competitive with front-range school districts.
- Offering additional specialized classes for students such as computer science, vocational, and advanced placement classes.
- Restoring preventative maintenance programs, previously cut, in order to best enhance and maintain the value of school buildings.

Ballot Issue 3J:

- Extending the useful life of existing school buildings by repairing, maintaining and replacing leaking roofs, low-functioning heating and cooling systems, and plumbing.
- Modernizing, updating, renovating, and equipping classrooms to promote the teaching of skills necessary to prepare students to compete in the 21st century workforce.
- Updating and enhancing school buildings in order to improve safety and security.
- Expanding and equipping three elementary schools and constructing and equipping two new schools to address growth and overcrowding.

Supporting Adams 12 Five Star Schools bonding authority and mill levy override meets Council's Strategic Plan Goals of "Proactive Regional Collaboration" and "Vibrant and Inclusive Neighborhoods" by supporting education within the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. **20**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION
IN SUPPORT OF THE INCREASED BONDING AUTHORITY AND MILL LEVY INCREASE
PROPOSED BY ADAMS 12 FIVE STAR SCHOOLS**

WHEREAS, on August 15, 2014, City Council was asked to provide support for an estimated \$220 million in bonding authority to be used for renovations of 49 existing schools and the construction of 2 new schools and a \$15 million mill levy override to be used for academic programming and general operations. The increases are proposed by the Adams 12 Five Star Schools Board of Education, for the November 4, 2014, ballot; and

WHEREAS, the approved ballot language focuses on these key objectives that are integral to a strong education system:

Ballot Issue 3I:

- Providing students and teachers with updated textbooks, technology and instructional materials, along with training and support to enhance student learning.
- Attracting and retaining highly effective teachers by offering salaries and benefits that are competitive with front-range school districts.
- Offering additional specialized classes for students such as computer science, vocational, and advanced placement classes.
- Restoring preventative maintenance programs, previously cut, in order to best enhance and maintain the value of school buildings.

Ballot Issue 3J:

- Extending the useful life of existing school buildings by repairing, maintaining and replacing leaking roofs, low-functioning heating and cooling systems, and plumbing.
- Modernizing, updating, renovating, and equipping classrooms to promote the teaching of skills necessary to prepare students to compete in the 21st century workforce.
- Updating and enhancing school buildings in order to improve safety and security.
- Expanding and equipping three elementary schools and constructing and equipping two new schools to address growth and overcrowding.

WHEREAS, a strong education system remains a key factor in the City of Westminster's status of being a great place to live.

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

1. The City formally supports the proposed \$220 million in bonding authority and \$15 million mill levy override by the Adams 12 Five Star Schools Board in an effort to meet their educational objectives and mission; and
2. City Council encourages residents to vote for both ballot issues in support of public education.

PASSED AND ADOPTED this 22rd day of September, 2014.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney



Agenda Memorandum

City Council Meeting
September 22, 2014



SUBJECT: Resolution No. 21 re Support of Adams County School District 50 Bond Proposal and Mill Levy Override

Prepared By: Ben Goldstein, Senior Management Analyst

Recommended City Council Action

Adopt Resolution No. 21 supporting the Adams County School District 50 bond proposal and mill levy override.

Summary Statement

At the August 15 Study Session meeting, City Council was asked to provide support for a total of \$22.5 million for the district with an estimated \$20.0 million used for school renovation bonds and \$2.5 million used for improved academic programing via a mill levy override. The increases are proposed by the Adams County School District 50 Board of Education, for the November 4, 2014, ballot. Based on direction from City Council, Staff has prepared the attached resolution in support of the ballot measure to increase the mill levy for Adams County School District 50 for Council's consideration.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council want to officially support the proposed ballot issues that would authorize an increase in bonding authority and mill levy increase that is projected to generate an additional \$22.5 million for Adams County School District 50?

Alternative

Council has the option of not supporting the proposed ballot measures.

Background Information

The last mill levy override was passed in 2001 and the last bond election was approved in 2006 and, if approved, will help to make up for a significant reduction in funding from the State of Colorado and impacts from the economic recession. According to the School District, four years ago, District 50 received about \$7,500 per student per year from the School Finance Act, but that number has now dropped to about \$7,000 per student. In total, District 50 has lost about \$16 million in funding.

To make up the difference and maintain educational programming over the past several years, the District 50 Board of Education has made significant cuts and utilized significant amounts of fund balance. According to the District 50 Fiscal Oversight Committee, that fund balance is now at a point that it can no longer be used to fund the yearly budget shortfall.

The District is seeking an increase for both bonding authority and operating dollars, which would cost taxpayers \$12.50 per month on a home valued at \$250,000, or \$150 a year.

The ballot language focuses on these key objectives:

Ballot Issue 3C:

- Expanding and upgrading vocational training to give students real, practical job skills to prepare them for work after graduation.
- Providing more students with the instruction and basic skills necessary for success in college and the workplace, such as in science, technology, engineering and math.
- Providing funds to continue the district-wide implementation of a competency based educational system.
- Keeping highly qualified teachers and staff in the classroom.
- Providing funds to offset future budget cuts that may increase class size, cut staff, drop programs and increase fees.
- Providing continued support for arts, theatre and music programs.

Ballot Issue 3D:

- Providing safety and security improvements as needed including fire alarm upgrades, security cameras, more secure entry ways and vestibules at schools.
- Providing matching money for any state "best" grants to repair and replace aging roofs.
- Expanding and renovating existing facilities for teaching high-tech science and math based job skills needed for college or success in the job market of the future.
- Acquiring and installing air conditioning units in the five remaining elementary schools currently operating without them.
- Extending the life of current classrooms and schools by repairing, renovating, and/or replacing electrical wiring, heating and ventilation systems, plumbing and sewer systems, interior and exterior finishes, and such other improvements as necessary.

Supporting Adams County School District 50's bonding authority and mill levy override meets Council's Strategic Plan Goals of "Proactive Regional Collaboration" and "Vibrant and Inclusive Neighborhoods" by supporting education within the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. #21

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION
IN SUPPORT OF THE INCREASED BONDING AUTHORITY AND MILL LEVY INCREASE
PROPOSED BY ADAMS COUNTY SCHOOL DISTRICT 50**

WHEREAS, on August 15, 2014, City Council was asked to provide support of a total of \$22.5 million for the district with an estimated \$20.0 million used for school renovation bonds and \$2.5 million used for improved academic programming via a mill levy override. The increases were proposed by the Adams County School District 50 Board of Education, for the November 4, 2014, ballot; and

WHEREAS, the approved ballot language focuses on these key objectives that are integral to a strong education system:

Ballot Issue 3C:

- Expanding and upgrading vocational training to give students real, practical job skills to prepare them for work after graduation.
- Providing more students with the instruction and basic skills necessary for success in college and the workplace, such as in science, technology, engineering and math.
- Providing funds to continue the district-wide implementation of a competency based educational system.
- Keeping highly qualified teachers and staff in the classroom.
- Providing funds to offset future budget cuts that may increase class size, cut staff, drop programs and increase fees.
- Providing continued support for arts, theatre and music programs.

Ballot Issue 3D:

- Providing safety and security improvements as needed including fire alarm upgrades, security cameras, more secure entry ways and vestibules at schools.
- Providing matching money for any state “best” grants to repair and replace aging roofs.
- Expanding and renovating existing facilities for teaching high-tech science and math based job skills needed for college or success in the job market of the future.
- Acquiring and installing air conditioning units in the five remaining elementary schools currently operating without them.
- Extending the life of current classrooms and schools by repairing, renovating, and/or replacing electrical wiring, heating and ventilation systems, plumbing and sewer systems, interior and exterior finishes, and such other improvements as necessary; and

WHEREAS, a strong education system remains a key factor in the City of Westminster’s status of being a great place to live.

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

1. The City formally supports the proposed increase in bonding authority and mill levy increase by the Adams County School District 50 in an effort to raise an additional \$22.5 million to help further their educational objectives and mission; and
2. City Council encourages residents to vote for both ballot issues in support of public education.

PASSED AND ADOPTED this 22rd day of September, 2014.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney