



WESTMINSTER  
COLORADO

November 25, 2002  
7:00 P.M.

## CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Presentations
  - A. Pomona High School Band Recognition
  - B. Excellence in Design and Development and Excellence in Landscaping Design Award Presentations
5. Citizen Communication (5 minutes or less)
6. Report of City Officials
  - C. City Manager's Report
7. City Council Comments

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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
  - A. Financial Report for October, 2002
  - B. Records Management Software for Municipal Court
  - C. Right of Way Use Agreement for Ricochet
  - D. Purchase of Laboratory Information Management System
  - E. Revised Employment Agreement with J. Brent McFall
  - F. Heritage Golf Course Irrigation Lake Improvements
  - G. Replacement computer lease purchase program for 2003
  - H. Ice Centre Intergovernmental Agreement Amendment
  - I. CB No. 57 re MRA Systems, Inc. (d/b/a GE Access) BAP (Dixion-Kauffman)
  - J. CB No. 58 re New Plan Excel BAP (Kauffman-Dixion)
  - K. CB No. 59 re H&H Enterprises BAP (Dittman-McNally)
  - L. CB No. 61 re Un-Appropriation of CIP Projects (Dittman-McNally)
  - M. CB No. 62 re Vacation of Easements 81<sup>st</sup> & Sheridan PUD (McNally-Atchison)
9. Appointments and Resignations
  - A. Resolution No. 54 re 2002/2003 Youth Advisory Panel Members
10. Public Hearings and Other New Business
  - A. Public Hearing re Mandalay Gardens
  - B. Public Hearing re 7247-7261 Meade Street
  - C. Councillor's Bill No. 63 re CLUP Amendment 7247-7261 Meade Street
  - D. Councillor's Bill No. 64 re rezoning 7247-7261 Meade from B-1 to Planned Unit Development
  - E. Approval of PDP/ODP 7247-7261 Meade Street
  - F. Public Hearing re 7383-7395 Lowell Blvd
  - G. Councillor's Bill No. 65 re CLUP Amendment 7383-7395 Lowell Blvd
  - H. Councillor's Bill No. 66 re rezoning 7383-7395 Lowell Blvd from T-1 to Planned Unit Development
  - I. Approval of PDP/ODP for 7383-7395 Lowell Blvd

- J. Public Hearing re 7490 Lowell Blvd
- K. Councillor's Bill No. 67 re CLUP Amendment 7490 Lowell Blvd
- L. Councillor's Bill No. 68 re rezoning of 7490 Lowell Blvd from R-4 to Planned Unit Development
- M. Approval of PDP/ODP re 7490 Lowell Blvd
- 11. Old Business and Passage of Ordinances on Second Reading**
  - A. CB No. 60 re SunCorp Corporate Credit Union BAP (Atchison-Dixon)
- 12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business**
  - A. City Council
  - B. Executive Session
    - 1. Retail Business Assistance Package
    - 2. Commercial Business Assistance Package
- 13. Adjournment**

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

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, NOVEMBER 25, 2002 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Moss, Mayor Pro-Tem Atchison, Councillors Dittman, Dixon, Hicks, Kauffman, and McNally were present at roll call. Brent McFall, City Manager; Martin McCullough, City Attorney; and Richelle Work, Deputy City Clerk, were also present. Absent none.

CONSIDERATION OF MINUTES

Councillor Hicks moved, seconded by Atchison to approve the minutes of the meeting of November 11, 2002 with no corrections or additions. The motion carried unanimously.

Councillor Hicks moved, seconded by Dixon to approve the minutes of the Special meeting of November 18, 2002 with no corrections or additions. The motion carried unanimously.

PRESENTATIONS

Mayor Pro-Tem Atchison and Councillor McNally presented W.L. Whaley, Director and Dee Kehl, Principal of Pomona High School with a proclamation for their 5<sup>th</sup> consecutive 1<sup>st</sup> place win in the Colorado Bandmasters' Association Class 5A State Championship. Council viewed a video presentation.

Mayor Moss presented awards for Excellence in Design and Development to Catellus Development and Oz Architecture for Circle Point, located at 11030 and 11080 Circle Point Road; to Entertainment Properties Trust and Perkowitz-Ruth Architects for Vans Skate Park located at 10685 Westminster Boulevard; and to Downing, Thorpe, and James and Whitten Design Group for Legacy Ridge No. 9 located at 10906 Meade Court; and presented an award for Excellence in Landscaping Design to Catellus Development and Meuran Design Group for Circle Pointe, located at 11030 and 11080 Circle Point Road.

CITY MANAGER COMMENTS

J. Brent McFall, City Manager, announced that the new Public Safety Center will open on December 2, with a public open house on November 26 at 5:00 p.m.

CONSENT AGENDA

The following items were considered as part of the Consent Agenda: Financial Report for October 2002; Records Management Software for Municipal Court with Justice Systems for \$147,826; Right of Way Use Agreement for Ricochet Networks; Laboratory Information Management Systems contract with TRIBAL Software for \$72,650; Revised Employment Agreement with J. Brent McFall; Heritage Golf Course Irrigation Lake Improvements with Niebur Golf for \$335,000; Replacement computer lease purchase program for 2003 for \$257,000; Ice Centre Intergovernmental Agreement amendment, CB No. 57 re MRA Systems (GE Access) BAP; CB No. 58 re New Plan Excel Realty Trust BAP; CB No. 59 re H&H Enterprises BAP; CB No. 61 re Unappropriation of CIP Projects; CB No. 62 re Vacation of Easements within West 81<sup>st</sup> Pl and Sheridan PUD.

The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. Councillor Dittman asked that the Ice Centre Intergovernmental Agreement Amendment be removed from the consent agenda.

Councillor Dittman moved, seconded by Atchison to adopt the remaining consent agenda items as presented. The motion carried unanimously.

ICE CENTRE INTERGOVERNMENTAL AGREEMENT AMENDMENT

Councillor Dittman moved, seconded by Dixon to TABLE the Ice Centre Intergovernmental Agreement Amendment to be discussed at a study session. The motion carried unanimously.

RESOLUTION NO. 54 RE 2002/2003 YOUTH ADVISORY PANEL MEMBERS

Councillor Dixon moved, seconded by Hicks to adopt Resolution No. 54 appointing the following persons to the Youth Advisory Panel for the 2002/2003 term: Sophia Rutledge, Paul Baca, Danielle Kriger, Stefan Elsener, Jessika Strickland; Nicole Williams; Saprina Grant; Tyler Coates, Michelle Backstrom, Janelle Canino, Nicolette Dufour, Kyla Larsen, Kelsey Osborne, Julie Schimpf, and Luke Schimpf. Upon roll call vote, the motion carried unanimously.

PUBLIC HEARING RE MANDALAY GARDENS

At 7:37 P.M. the public hearing was opened for the Mandalay Gardens annexation and Zoning. Mayor Moss stated that the public hearing will be continued to December 9, 2002. Earl Cothren, 10550 N. Wadsworth Blvd, and Gil McNeish, 1700 Lincoln St #3800, addressed Council. The public hearing was declared continued at 7:39 P.M.

PUBLIC HEARING RE 7247-7261 MEADE STREET

At 7:40 P.M. the public hearing was opened for CLUP Amendment, rezoning, and Combined PDP/ODP for 7247-7261 Meade Street. Max Ruppeck, Senior Project Manager, entered a copy of the Agenda Memorandum, Planning Commission recommendation, and other related items into the record and presented slides. Steve Davis, Community Builders, and Bob Keller, Schuler Architects, addressed Council. There was no opposition. The public hearing was declared closed at 7:49 P.M.

COUNCILLOR'S BILL NO. 63 RE CLUP AMENDMENT 7247-7261 MEADE STREET

Councillor Dittman moved, seconded by Kauffman to pass Councillor's Bill No. 63 on first reading approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from "Single-Family Detached – Medium Density" and "Retail/Commercial" to "Multi-Family Residential." This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows: the proposed amendment is justified and the Plan is in need of revision as proposed; and the amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and the proposed amendment is compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 64 RE REZONING 7247-7261 MEADE STREET

Councillor Dittman moved, seconded by Kauffman to pass Councillor's Bill No. 64 on first reading rezoning 7247-61 Meade Street from B-1 to Planned Unit Development (PUD). Upon roll call vote, the motion carried unanimously.

COMBINED PDP/ODP FOR 7247-7261 MEADE STREET

Councillor Dittman moved, seconded by Atchison to approve the combined Preliminary and Official Development Plan for 7247-7261 Meade Street to allow a multi-family residential development conditional upon amending the ODP to include a vinyl or masonry (brick) perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code. The motion carried unanimously.

PUBLIC HEARING RE 7383-7395 LOWELL BOULEVARD

At 7:54 P.M. the public hearing was opened for CLUP Amendment, rezoning, and Combined PDP/ODP for 7383-7395 Lowell Blvd. Max Ruppeck, Senior Project Manager, entered a copy of the Agenda Memorandum, Planning Commission recommendation, and other related items into the record and presented slides. Steve Davis, Community Builders, and Bob Keller, Schuler Architects, addressed Council. Jim Hague, 7516 Lowell Blvd, addressed Council. There was no opposition. The public hearing was declared closed at 7:59 P.M.

COUNCILLOR'S BILL NO. 65 RE CLUP AMENDMENT 7383-7395 LOWELL BOULEVARD

Mayor Pro-Tem Atchison moved, seconded by Dittman to pass Councillor's Bill No. 65 on first reading approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from "Single-Family Detached – Medium Density" and "Office" to "Multi-Family Residential." This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows: the proposed amendment is justified and the Plan is in need of revision as proposed; and the amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and the proposed amendment is compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 66 RE REZONING 7383-7395 LOWELL BOULEVARD

Mayor Pro-Tem Atchison moved, seconded by Dittman to pass Councillor's Bill No. 66 on first reading rezoning the subject parcel from T-1 to Planned Unit Development (PUD). Upon roll call vote, the motion carried unanimously.

COMBINED PDP/ODP FOR 7383-7395 LOWELL BOULEVARD

Mayor Pro-Tem Atchison moved, seconded by McNally to approve the combined Preliminary and Official Development Plan (PDP/ODP) for 7383-7395 Lowell Boulevard to allow a multi-family residential development conditional upon amending the PDP/ODP to include a vinyl or masonry perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code. The motion carried unanimously.

PUBLIC HEARING RE 7490 LOWELL BOULEVARD

At 8:02 P.M. the public hearing was opened for CLUP Amendment, rezoning, and Combined PDP/ODP for 7490 Lowell Blvd. Max Ruppeck, Senior Project Manager, entered a copy of the Agenda Memorandum, Planning Commission recommendation, and other related items into the record and presented slides. Steve Davis, Community Builders, and Bob Keller, Schuler Architects, addressed Council. There was no opposition. The public hearing was declared closed at 8:10 P.M.

COUNCILLOR'S BILL NO. 67 RE CLUP AMENDMENT 7490 LOWELL BOULEVARD

Councillor Dixon moved, seconded by McNally to pass Councillor's Bill No. 67 on first reading approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from "Public/Quasi Public" to "Multi-Family Residential." This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows: the proposed amendment is justified and the Plan is in need of revision as proposed; and the amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and the proposed amendment is compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 68 RE REZONING 7490 LOWELL BOULEVARD

Councillor Dixon moved, seconded by McNally to pass Councillor's Bill No. 66 on first reading rezoning the subject parcel from R-4 to Planned Unit Development (PUD). Upon roll call vote, the motion carried unanimously.

COMBINED PDP/ODP FOR 7490 LOWELL BOULEVARD

Councillor Dixon moved, seconded by McNally to approve the combined Preliminary and Official Development Plan for 7490 Lowell Boulevard to allow a multi-family residential development conditional upon amending the PDP/ODP to include a vinyl or masonry perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code. The motion carried unanimously.

COUNCILLOR'S BILL NO. 60 RE SUNCORP CORPORATE CREDIT UNION BAP

Mayor Pro-Tem Atchison moved, seconded by Dixon to pass Councillor's Bill No. 60 on second reading authorizing the City Manager to execute the implement the business assistance agreement in the amount of \$15,300, which includes permit fee rebates, construction use tax rebates, and equipment use tax at move-in, with SunCorp Corporate Credit Union. Upon roll call vote, the motion carried with Councillor Kauffman abstaining.

EXECUTIVE SESSION

The Mayor stated there would be an executive session to discuss a Retail Business Assistance Package and a Commercial Business Assistance Package.

ADJOURNMENT:

The meeting was adjourned at 8:20 P.M.

ATTEST:

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

\_\_\_\_\_  
Mayor



## Agenda Item 4 A

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002

**SUBJECT:** Pomona High School Marching Band Recognition for State Band Championship

**Prepared By:** Katie Harberg, Public Information Officer

**Recommended City Council Action:**

Provide proclamation to WL Whaley and the marching band staff and students of Pomona High School.

**Summary Statement:**

Pomona High School has captured first place in the Colorado Bandmasters' Association Class 5 A State Championship for the 5<sup>th</sup> consecutive year, and for the 8<sup>th</sup> time since 1994. Many of Pomona High School's 1,750 students are Westminster residents. The achievements of these high school students are the hometown pride of Westminster.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**SUBJECT:** Pomona High School Marching Band Recognition for State Band Championship Page 2

**Background Information**

Under the direction of WL Whaley, 180 students from Pomona High School brought magic to the field of Invesco at Mile High Stadium on October 19 when, after only a little more than two months of time with school in session, they delighted the audience with a program of musical and visual excellence. As one of the 12 semi-finalists, Pomona High School captured their 5<sup>th</sup> consecutive first place championship in the Class 5A State Championship competition of the Colorado Bandmasters Association. The win was also their 8<sup>th</sup> first place since 1994.

In addition to dominating the coveted first place position for so many years in Colorado, Pomona High School is also a national leader in marching band excellence. In early October, the band achieved 2<sup>nd</sup> place at Bands of America in the Regional Championships held in St. Louis. Pomona High School is considered to be one of the top marching bands in the country.

Pomona High School has literally raised the bar for achievement by Colorado High School marching bands with their Drum Corps International style – a highly physical and energized, theatrical approach to marching band performance.

A marching band is evaluated in a number of areas, including its music and overall visual effect. “Section” awards are also bestowed upon color guards, drum majors, and percussion units. Pomona High School’s winning performance this year included the music of Philip Glass, Amazing Grace and Hear Ye, Hear Ye by Aaron Copeland. The program is marched to a quick tempo and features precision formations that are the envy and aspiration of marching bands everywhere.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments



WHEREAS, the Pomona High School Marching Band, under the direction of W.L. Whaley, has captured its fifth consecutive class 5A Colorado Bandmasters' Association State Championship, and

WHEREAS, this is Pomona High School's 8<sup>th</sup> such title since 1994, and

WHEREAS, these achievements make these students the hometown pride of Westminster, especially given the fact that their excellent program is learned and executed in the heat of summer practices and after only two months of school being in session, and

WHEREAS, Pomona High School Marching Band is nationally recognized as one of the top marching bands in the country, and

WHEREAS, Pomona High School achieved a 2<sup>nd</sup> place ranking at the Bands of America Regional Championships held in St. Louis in October of this year, and

WHEREAS, the Pomona High School Marching Band has literally raised the bar for achievement by Colorado High School marching bands.

NOW, THEREFORE, I Mayor Ed Moss, on behalf of the entire City Council and Staff, do hereby recognize Pomona High School for their pattern of excellence and commitment to achievement.

Signed this 25<sup>th</sup> day of November, 2002.

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Ed Moss, Mayor



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Excellence in Design and Development and Excellence in Landscaping Design Award Presentations

**Prepared By:** Daniel E. Osborn, Planner I

**Recommended City Council Action**

View the slide presentation of the projects selected to receive the annual "Excellence in Design and Development" and "Excellence in Landscaping Design" awards, and present the awards to the developer and architect of each winning project.

**Summary Statement**

The sixteenth annual "Award for Excellence in Design and Development" is a program to formally recognize outstanding architectural design and development taking place in Westminster. More than 100 projects (homes and buildings) were completed in 2001 and eligible for award consideration. The judging committee chose a total of three projects listed in the Background Section of this memorandum. In addition, the judges chose one project to receive the City's "Award for Excellence in Landscaping Design."

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

## Policy Issues

For the purpose of presenting the annual design awards, policy issue review is not applicable.

## Background Information

### Awards for Excellence in Design and Development:

**Project:** Circle Point  
**Address:** 11030 and 11080 Circle Point Road (2 separate buildings)  
**Category:** Office  
**Developer:** Catellus Development Corporation  
**Architect:** Oz Architecture  
**Judges' Comments:** A large building setback from the street adds to the attractiveness of the project. Horizontal offsets on the front and rear help break up the elevations. Entry areas on the front and rear are part of the architecture, not “tacked on.” The design includes 360-degree architecture (i.e., treatment of the rear of the building matches the front). Banding around the building and use of stone at the base of the columns on the building are nice details. Excellent choices in building materials and colors were made with good attention to detail. They did the extras.

**Project:** Vans Skate Park  
**Address:** 10685 Westminster Boulevard  
**Category:** Commercial  
**Developer:** Entertainment Properties Trust  
**Architect:** Perkowitz-Ruth Architects  
**Judges' Comments:** A variety of materials and colors have been used on this project, yet all coordinate well while still adding interest to a stylized building. The materials chosen are indigenous to the area and the colors are subdued – not bright, intense colors. The building has a good street presence and ties in well with the Promenade.

**Project:** Legacy Ridge No. 9  
**Address:** 10906 Meade Court  
**Category:** Residential – Custom  
**Developer:** Downing, Thorpe, and James  
**Architect:** Whitten Design Group  
**Judges' Comments:** High quality building materials with a balanced mix between stone, stucco, and wood. Nice site layout with a well defined entry and minimum driveway curb cut. The design is very appealing and inviting from the street.

### Award for Excellence in Landscaping Design:

**Project:** Circle Pointe  
**Address:** 11030 and 11080 Circle Point Road (2 separate buildings)  
**Category:** Landscaping Design – Non-Residential  
**Developer:** Catellus Development Corporation  
**Landscape Architect:** Meuran Design Group

**SUBJECT:** Excellence in Design and Development and Excellence in Landscaping Design  
Award Presentations Page 3

**Judges' Comments:** The project is well landscaped adjacent to the building giving an appealing pedestrian-scale to the lower level.  
Good variety, color, and quantity of the landscaping materials.  
Landscaped "circle park" is a unique feature not often found in an office setting.  
The use of water and rock features adds interest.  
Good attention to detail. The light fixtures and signage all relate back to the building design and forms.  
Master planning as an overall project sets it apart from most other projects.

Each of the award recipients has been invited to attend a reception with the City Council prior to the award presentations on November 25, 2002. This has been scheduled for 6:30 p.m. on the upper level lobby of City Hall. During the award presentations at the City Council meeting, City Staff is prepared to present slides of the "Excellence in Design and Development" and "Excellence in Landscaping Design" award-winning projects. Staff will plan to present slides of one project at a time, detail the judges' comments, and introduce the developer and architect for each project so City Council may present those awards before proceeding to slides of the next project.

Every year, as part of the Excellence in Design and Development awards program, the City recognizes developers and architects of new projects that reflect the type of design and development the City encourages. To qualify for design award consideration, projects must be completed (issued Certificates of Occupancy) during that design award year. Projects eligible for consideration for the awards presented this year were completed in the year 2001.

Beginning in early fall, after most projects have been fully landscaped, Planning Division Staff photographs all eligible projects and invites a team of architects and developers familiar with the City to view the slides and choose the design award recipients. Staff then orders the awards and schedules the City Council presentation.

Last year, Staff initiated the landscaping design award and incorporated this into the architectural design and development judging process. Because landscaping design often takes years to realize the full positive effects of a good design, and years for landscaping materials to mature, Staff did not limit eligible projects to those receiving Certificates of Occupancy during the last year. Projects eligible for this award have been completed within the last five years.

Due to the high rate of 2001 building activity, the judging committee reviewed over 100 slides of new non-residential projects, housing models, and custom homes. This year, four professionals with design and development backgrounds, Sean Malone (The Norris Dullea Company), Tom Oldenburg (Southwestern Investment Group), Mike Pisano (Civitas, Inc.), and Kevin Reeder (Kevin Reeder, Architect), aided City Staff in choosing the Design and Development and Landscaping Design awards. Please note that the judges are not required to choose a project in each and every category and may select more than one project in any of the categories. The judges viewed slides and made site visits of projects they wished to see in the field. After discussion of the merits and weaknesses, they selected the projects that represent outstanding design, development and landscaping design.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Financial Report for October 2002

**Prepared By:** Mary Ann Parrot, Finance Director

**Recommended City Council Action**

Accept the Financial Report for October as presented.

**Summary Statement**

City Council is requested to review and accept the attached monthly financial statement and monthly revenue report. The Shopping Center Report is also attached to this monthly financial report; this reflects September sales tax receipts received in October.

- Across all shopping centers, total receipts are down 7% over the ten-month period from last year (Sales and Use Taxes). Sales Tax receipts (only) are down 5% year to date from the same period last year.
- The Westminster Mall is down 12% for October and down 13% year to date, compared to last year.
- These figures are the same as last month's figures as follows:
  - Shopping center receipts were down 7% year to date and Sales Tax receipts (only) were down 5%, the same as last month's report.
  - The mall was down 10% for the month of September and 13% year to date. October's report is about the same.

Key features of the monthly financial report for October are as follows:

- At the end of October, ten of 12 months, or 83%, of the year has passed. In many cases, actual revenues do not flow evenly at 8.3% per month. Pro-rated revenues will reflect expected revenue flows based on history. Expenditures are pro-rated at 8.3% reflecting even flows.
- The Sales and Use Tax Fund is currently \$4,291,397 under the pro-rated budget for the year. The October figures reflect the sales in September, tax receipts received in October. Sales tax returns are down for October 2002 compared to October 2001 by 3.9% and by 8.6% year to date (for ten months January-October) due to the pressures of the recession in the metropolitan area and unusually large sales tax collections in April and August of 2001. These are improved from last month (7.0% for September and 9.2% year to date).
- Staff projects that the Sales and Use Tax Fund will be under budget by \$5.0 million for the year.
- The General Fund currently is at 98% of revenues pro-rated for ten months. This reflects the reduction in the transfer of sales taxes to the General Fund since month-end July of \$833,333 per month. Since June, the funding of the General Fund has gone from 102% of pro-rated budget to 98% of pro-rated budget. However, recurring annual revenues such as Property Tax collections, Intergovernmental Revenues, Charges for Other Services and Miscellaneous are all over pro-rated budget and will help to offset the shortfall in sales tax collections to some extent.

Staff has completed the following measures to provide funds to cover the shortfall:

- unappropriation of capital expenditures,
- placing a hold on operating expenditures,
- withholding approval of phased spending for Q2-Q4,
- implementing a hiring freeze.

These measures, among others, will allow the City to weather the year with a balanced budget without the use of reserves and without laying off staff.

## **Policy Issues**

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.

## **Alternatives**

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 is broken down into a discussion of highlights of each fund presented.

For revenues, a positive indicator is a pro-rated budget percentage at or above 100%. For expenditures, a positive indicator is a pro-rated budget percentage that is below 100%. The term "pro-rated," when used with revenues and expenditures, in this report, refers to the expected revenues collected or expenditures incurred by a certain date in time based on historical trends.

### General Fund

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

At the end of October, the General Fund is in the following position regarding both revenues and expenditures:

- Under pro-rated budget in revenues by \$1,285,289 (98% of pro-rated budget). This reflects the reduced sales tax collections for the past two months of \$833,333. By year-end, the sales tax transfers to the General Fund will be reduced by \$5 million.
- Under pro-rated budget in expenditures by \$7.4 million (89% of pro-rated budget); lease payments due in December will reduce this figure.

### 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 operating revenues are used to fund capital projects. At the end of October, the Enterprise is in a positive position.

- Combined Water & Wastewater over pro-rated budgeted revenues by a combined \$7.154 million:
  - Water revenues over pro-rated budget by \$5.956 million (125% of pro-rated budget), due primarily to positive variances in rates and charges, tap fees, interest earnings, and a reimbursement for Standley Lake spillway construction expenditures in April. The build up of revenues in this fund will finance capital replacement and necessary expansion over the long term, as planned.
  - Wastewater revenues over pro-rated budget by \$1,197,302 (114% of pro-rated budget), due mostly to collections for the month from monthly customers and tap fees from builders. Again, these reserves will finance capital replacement and expansion over the long term.
  - Stormwater Drainage revenues over pro-rated budget by \$28,632 (104% of pro-rated budget).
- Combined Water & Wastewater under pro-rated budget in expenditures by a combined \$3.288 million. The major reasons for this is that debt service payments due in December have not yet been made or accrued, and utility construction and repairs are seasonal expenditures:
  - Water under pro-rated expenditures budget by \$1.699 million (89% of pro-rated budget).

- Wastewater under pro-rated expenditures budget by \$1.590 million (81% of pro-rated budget).
- Stormwater Drainage under pro-rated expenditures budget by \$159,706 (22% of pro-rated budget).

Sales and Use Tax Funds (Sales & Use Tax Fund and Open Space Sales & Use Tax Fund)

These funds are the repositories for the 3.25% City Sales & Use Tax for the City. The Sales & Use Tax Fund provides monies for the General Fund, the Capital Projects Fund and the Debt Service Fund. The Open Space Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, buy open space, and make park improvements on a pay-as-you-go basis. At the end of October, the position of these funds is as follows:

- Sales & Use Tax Fund - Under pro-rated budget in revenues by \$4,291,397 million (90.3% of pro-rated budget). Staff projects that the Sales Tax Fund will be under budget for the year by approximately \$5 million.
- Sales & Use Tax Fund – Under budgeted expenditures by \$3,333,332 (92.7% of pro-rated budget) because of the reduced transfers from the Sales & Use Tax Funds. This transfer will continue to reflect an additional reduction of \$833,333 per month, totaling \$5 million by December 31 for the year.
- Open Space & Use Tax Fund - Over pro-rated budget in revenues by \$438,067 (111% of pro-rated budget), for the following reason: Interfund transfers from the General Capital Improvement Fund were made as scheduled, according to the December 2001 appropriation of Year 2000 funds from excess Jeffco and Adco Attributable Shares for Open Space and also to recognize interest earnings on bond proceeds.
- Open Space Sales & Use Tax Fund - Under pro-rated budget in expenditures by \$1,462,833 (77% of pro-rated budget).

Golf Course Funds (Legacy and Heritage- the Golf Course Enterprise)

These funds reflect the operations of the City's two municipal golf courses.

- Legacy - Under pro-rated budget in revenues by \$121,553 (93% of pro-rated budget).
- Legacy - Under pro-rated budget in expenses by \$78,999 (95% of pro-rated budget). This variance is operations only and excludes the impact of the debt service payments that will be due in December.
- Heritage - Under pro-rated budget in revenues by \$326,502 (81% of pro-rated budget). This is a decline over last month's report, when revenues were 83% of budget.
- Heritage - Over pro-rated budget in expenditures by \$72,283 (105% of pro-rated budget). Again, this excludes the impact of the debt service payments due in December, and is improved from last month's report when expenditures reached 107% of budget.

Staff will attend the November 25th City Council Meeting to address any questions.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments





**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description               | Budget     | Pro-rated<br>for Seasonal<br>Flows | Notes | Actual     | (Under) Over<br>Budget<br>Pro-Rated | %<br>Pro-Rated |
|---------------------------|------------|------------------------------------|-------|------------|-------------------------------------|----------------|
| <b>General Fund</b>       |            |                                    |       |            |                                     |                |
| <b>Revenues</b>           |            |                                    |       |            |                                     |                |
| Taxes                     | 3,288,000  | 3,222,070                          | (1)   | 3,989,481  | 767,411                             | 124%           |
| Licenses & Permits        | 1,428,000  | 1,270,020                          | (2)   | 1,673,168  | 403,148                             | 132%           |
| Intergovernmental Revenue | 4,713,162  | 3,642,600                          | (3)   | 3,926,681  | 284,081                             | 108%           |
| Charges for Services      |            |                                    |       |            |                                     |                |
| Recreation Services       | 4,604,000  | 3,637,160                          | (4)   | 4,033,397  | 396,237                             | 111%           |
| Other Services            | 4,984,604  | 3,820,105                          | (4)   | 4,110,245  | 290,140                             | 108%           |
| Fines                     | 1,900,000  | 1,577,000                          | (5)   | 1,412,617  | (164,383)                           | 90%            |
| Interest Income           | 400,000    | 333,333                            | (6)   | 229,474    | (103,859)                           | 69%            |
| Misc                      | 257,199    | 159,580                            | (7)   | 294,876    | 135,296                             | 185%           |
| Leases                    | 575,000    | 431,250                            | (8)   | 431,250    | 0                                   | 100%           |
| Refunds                   | (65,000)   | (54,167)                           | (9)   | (14,194)   | 39,972                              | 26%            |
| Interfund Transfers       | 46,527,000 | 38,772,500                         | (10)  | 35,439,168 | (3,333,332)                         | 91%            |
| Sub-total Revenues        | 68,611,965 | 56,811,451                         |       | 55,526,162 | (1,285,289)                         | 98%            |
| Carryover                 | 10,332,958 | -                                  | (11)  | -          | -                                   |                |
| Revenues                  | 78,944,923 | 56,811,451                         |       | 55,526,162 | (1,285,289)                         | 98%            |
| <b>Expenditures</b>       |            |                                    |       |            |                                     |                |
| City Council              | 171,123    | 142,603                            |       | 109,832    | (32,770)                            | 77%            |
| City Attorney's Office    | 683,720    | 569,767                            |       | 486,846    | (82,920)                            | 85%            |
| City Manager's Office     | 821,013    | 684,178                            |       | 579,129    | (105,048)                           | 85%            |
| Central Charges           | 24,364,182 | 20,303,485                         |       | 17,601,051 | (2,702,434)                         | 87%            |
| General Services          | 4,044,553  | 3,370,461                          |       | 2,871,420  | (499,041)                           | 85%            |
| Finance                   | 1,357,260  | 1,131,050                          |       | 965,059    | (165,991)                           | 85%            |
| Police                    | 15,223,894 | 12,686,578                         |       | 11,825,703 | (860,876)                           | 93%            |

|                              |                   |                    |                        |                    |     |
|------------------------------|-------------------|--------------------|------------------------|--------------------|-----|
| Fire Emergency Services      | 7,656,235         | 6,380,196          | 5,591,716              | (788,480)          | 88% |
| Community Development        | 3,982,482         | 3,318,735          | 2,660,624              | (658,111)          | 80% |
| Public Works & Utilities     | 7,341,368         | 6,117,807          | 5,731,961              | (385,845)          | 94% |
| Parks Recreation & Libraries | 13,299,093        | 11,082,578         | 9,924,858              | (1,157,720)        | 90% |
| Total Expenditures           | <u>78,944,923</u> | <u>65,787,436</u>  | (12) <u>58,348,199</u> | <u>(7,439,236)</u> | 89% |
| Revenue Over(Under) Expend   | <u>0</u>          | <u>(8,975,984)</u> | <u>(2,822,037)</u>     | <u>6,153,947</u>   |     |

- (1) Property Taxes at 100% to 101% in October; Admissions Taxes average 89%, Qwest at 75% by this time of year.
- (2) Licenses 75%, Comm'IPermits 84%, Res'IPermits 98%.
- (3) Cig Tax 68%, HUTF 76%, AutoOwnr 76%, Veh Regis 74%, Road & Bridge(Adco) 100%, Road & Bridge(Jeffco) 92%.
- (4) Recreation 79%, PubSvc 78%, AT&T 68%, CAM & EMS billings 79%, all others 75%.
- (5) Fines historically at 83%
- (6) Governmental Accounting Standards Board requires that unrealized gains and losses be recorded.  
These numbers reflect the reversal of the gain recorded at FYE.
- (7) Miscellaneous and Westminster Faire Receipts.
- (8) Timing delays of lease payments can occur; billed 1st Qtr, received 2nd Qtr - recorded during 1st Qtr with no delay.
- (9) Refund payments generally apply to recreation charges in general.
- (10) Transfers from Sales Tax Fund and Sheridan Park GID.
- (11) Carryover from Year 2001 is always budgeted for the next year; included here to render correct balanced budget perspective.  
Carryover (Actual) represents use of prior year fund balance, as budgeted.
- (12) Expenditures are based on even 1/12 per month or 8.33% per month.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                   | Budget     | Budget<br>Pro-rated | Notes | Actual     | (Under) Over<br>Budget<br>Pro-Rated | %<br>Pro-Rated |
|-------------------------------|------------|---------------------|-------|------------|-------------------------------------|----------------|
| <b>Water Fund</b>             |            |                     |       |            |                                     |                |
| <b>Revenues</b>               |            |                     |       |            |                                     |                |
| License & Permits             | 70,000     | 58,333              |       | 85,225     | 26,892                              | 146%           |
| Intergovernmental Revenue     | 61,000     | 50,833              |       | 31,100     | (19,733)                            | 61%            |
| Charges for Services          |            |                     |       |            |                                     |                |
| Rates and Charges             | 20,141,775 | 17,988,867          | (1)   | 18,894,411 | 905,544                             | 105%           |
| Tap Fees                      | 3,900,000  | 3,186,000           | (1)   | 7,593,108  | 4,407,108                           | 238%           |
| Interest Income               | 1,000,000  | 820,000             | (2)   | 345,168    | (474,832)                           | 42%            |
| Miscellaneous                 | 1,626,422  | 1,355,352           | (3)   | 2,466,808  | 1,111,456                           | 182%           |
| Other Financing Sources       | 7,000,000  | 0                   |       | 0          | 0                                   |                |
| Sub-total Water Revenues      | 33,799,197 | 23,459,386          |       | 29,415,821 | 5,956,435                           | 125%           |
| Carryover                     | 17,726,360 | -                   | (4)   | -          | -                                   |                |
| Total Revenues                | 51,525,557 | 23,459,386          |       | 29,415,821 | 5,956,435                           | 125%           |
| <b>Expenses</b>               |            |                     |       |            |                                     |                |
| City Council                  | 26,273     | 21,894              |       | 21,895     | 0                                   | 100%           |
| City Attorney's Office        | 98,463     | 82,053              |       | 82,053     | 1                                   | 100%           |
| City Manager's Office         | 165,597    | 137,998             |       | 137,997    | (1)                                 | 100%           |
| Central Charges               | 7,947,403  | 3,346,074           | (5)   | 3,074,050  | (272,024)                           | 92%            |
| General Services              | 323,883    | 269,903             |       | 269,902    | (1)                                 | 100%           |
| Finance                       | 647,726    | 539,772             |       | 493,187    | (46,585)                            | 91%            |
| Fire Emergency Services       | 20,264     | 16,887              |       | 16,887     | 0                                   | 100%           |
| Community Development         | 343,062    | 285,885             |       | 285,884    | (1)                                 | 100%           |
| Public Works & Utilities      | 10,747,503 | 8,956,253           |       | 7,818,842  | (1,137,410)                         | 87%            |
| Parks, Recreation & Libraries | 47,025     | 39,188              |       | 39,187     | (0)                                 | 100%           |
| Information Technology        | 2,069,175  | 1,724,313           |       | 1,481,801  | (242,512)                           | 86%            |

|                          |                   |                   |                   |                    |     |
|--------------------------|-------------------|-------------------|-------------------|--------------------|-----|
| Total Operating Expenses | <u>22,436,374</u> | <u>15,420,216</u> | <u>13,721,684</u> | <u>(1,698,532)</u> | 89% |
|--------------------------|-------------------|-------------------|-------------------|--------------------|-----|

|                               |                   |                  |                   |                  |  |
|-------------------------------|-------------------|------------------|-------------------|------------------|--|
| Revenues Over(Under) Expenses | <u>29,089,183</u> | <u>8,039,169</u> | <u>15,694,136</u> | <u>7,654,967</u> |  |
|-------------------------------|-------------------|------------------|-------------------|------------------|--|

(1) Res Sales 90.1%, Commr Sales 90.3%, Wholesale Sales 85.3%, Meter Svc Fees 82.5%, Recl. Chgs projected at 1/12 per mo.  
 until more data is available, Res Taps 80.4%, Commr Taps 86.7%.

(2) Interest Income historically at 82% at this time of year; current variance is due to reversal of FYE gain from 2001,  
 required per the Governmental Accounting Standards Board.

(3) Includes Misc Income only.

(4) Carryover from prior year is included to present total budget perspective;  
 Carryover (Actual) represents use of prior year retained earnings, as budgeted.

(5) Debt Service is due June 1 (Interest only) and Dec 1 (Prin + Int) and has been pro-rated in the Budget-Pro-rated column.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                   | Budget            | Budget<br>Pro-rated | Notes | Actual           | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|-------------------------------|-------------------|---------------------|-------|------------------|-------------------------------------|----------------|
| <b>Wastewater Fund</b>        |                   |                     |       |                  |                                     |                |
| <b>Revenues</b>               |                   |                     |       |                  |                                     |                |
| Charges for Services          |                   |                     |       |                  |                                     |                |
| Rates and Charges             | 8,386,834         | 6,946,775           | (1)   | 7,264,858        | 318,083                             | 105%           |
| Tap Fees                      | 1,011,000         | 931,329             | (1)   | 2,075,592        | 1,144,263                           | 223%           |
| Interest Income               | 750,000           | 633,750             | (2)   | 371,298          | (262,452)                           | 59%            |
| Miscellaneous                 | 5,000             | 4,167               |       | 1,575            | (2,592)                             | 38%            |
| Sub-total Water Revenues      | <u>10,152,834</u> | <u>8,516,021</u>    |       | <u>9,713,322</u> | <u>1,197,302</u>                    | <u>114%</u>    |
| Carryover                     | 3,606,633         | -                   | (3)   | -                | -                                   |                |
| Total Revenues                | <u>13,759,467</u> | <u>8,516,021</u>    |       | <u>9,713,322</u> | <u>1,197,302</u>                    | <u>114%</u>    |
| <b>Expenditures</b>           |                   |                     |       |                  |                                     |                |
| City Council                  | 13,724            | 11,437              |       | 11,436           | (0)                                 | 100%           |
| City Attorney's Office        | 49,167            | 40,973              |       | 40,972           | (1)                                 | 100%           |
| City Manager's Office         | 80,819            | 67,349              |       | 67,349           | (0)                                 | 100%           |
| Central Charges               | 3,393,704         | 2,631,903           | (4)   | 2,389,995        | (241,908)                           | 91%            |
| General Services              | 202,617           | 168,848             |       | 168,848          | 0                                   | 100%           |
| Finance                       | 66,702            | 55,585              |       | 55,586           | 1                                   | 100%           |
| Fire Emergency Services       | 13,510            | 11,258              |       | 11,259           | 0                                   | 100%           |
| Community Development         | 156,932           | 130,777             |       | 130,776          | (0)                                 | 100%           |
| Public Works & Utilities      | 6,219,279         | 5,182,733           |       | 3,835,011        | (1,347,721)                         | 74%            |
| Parks, Recreation & Libraries | 78,373            | 65,311              |       | 65,310           | (0)                                 | 100%           |
| Total Operating Expenses      | <u>10,274,827</u> | <u>8,366,172</u>    |       | <u>6,776,542</u> | <u>(1,589,630)</u>                  | <u>81%</u>     |
| Revenues Over(Under) Expenses | <u>3,484,640</u>  | <u>149,849</u>      |       | <u>2,936,780</u> | <u>2,786,932</u>                    |                |

(1) Res'l Sales 84.5%, Comm'l Sales 80.7%, Res'l Taps 83.9%, Comm'l Taps 111.6%.

(2) Interest Income historically at 84.5% at this time of year; current variance is due to reversal of gain from 2001,

required by the Governmental Accounting Standards Board.

(3) Carryover from prior year is budgeted for the next year; included here to render correct balanced budget perspective.

Carryover (Actual) represents use of prior year retained earnings, as budgeted.

(4) Debt Service is due June 1 (Interest only) and Dec 1 (Prin + Int) and has been pro-rated in the Budget-Pro-rated column.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                               | Budget            | Budget<br>Pro-rated | Notes | Actual            | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|---|-------------------|---------------------|-------|-------------------|-------------------------------------|----------------|
| <b>Water and Wastewater Fund-Combined</b> |                   |                     |       |                   |                                     |                |
| <b>Revenues</b>                           |                   |                     |       |                   |                                     |                |
| License & Permits                         | 70,000            | 58,333              |       | 85,225            | 26,892                              | 146%           |
| Intergovernmental Revenue                 | 61,000            | 50,833              |       | 31,100            | (19,733)                            | 61%            |
| Charges for Services                      |                   |                     |       |                   |                                     |                |
| Rates and Charges                         | 28,528,609        | 24,935,642          | (1)   | 26,159,269        | 1,223,627                           | 105%           |
| Tap Fees                                  | 4,911,000         | 4,117,329           | (1)   | 9,668,700         | 5,551,371                           | 235%           |
| Interest Income                           | 1,750,000         | 1,453,750           | (2)   | 716,466           | (737,284)                           | 49%            |
| Miscellaneous                             | 1,631,422         | 1,359,518           | (3)   | 2,468,383         | 1,108,865                           | 182%           |
| Other Financing Sources                   | 7,000,000         | 0                   |       | 0                 | 0                                   |                |
| Sub-total Water/Wastewater Revenues       | 43,952,031        | 31,975,406          |       | 39,129,143        | 7,153,737                           | 122%           |
| Carryover                                 | 21,332,993        | 0                   | (4)   | 0                 |                                     |                |
| <b>Total Revenues</b>                     | <b>65,285,024</b> | <b>31,975,406</b>   |       | <b>39,129,143</b> | <b>7,153,737</b>                    | <b>122%</b>    |
| <b>Expenditures</b>                       |                   |                     |       |                   |                                     |                |
| City Council                              | 39,997            | 33,331              |       | 33,331            | (0)                                 | 100%           |
| City Attorney's Office                    | 147,630           | 123,025             |       | 123,025           | 0                                   | 100%           |
| City Manager's Office                     | 246,416           | 205,347             |       | 205,346           | (1)                                 | 100%           |
| Central Charges                           | 11,341,107        | 5,977,977           | (5)   | 5,464,045         | (513,932)                           | 91%            |
| General Services                          | 526,500           | 438,750             |       | 438,749           | (1)                                 | 100%           |
| Finance                                   | 714,428           | 595,357             |       | 548,773           | (46,584)                            | 92%            |
| Fire Emergency Services                   | 33,774            | 28,145              |       | 28,145            | 0                                   | 100%           |
| Community Development                     | 499,994           | 416,662             |       | 416,661           | (1)                                 | 100%           |

|                               |                   |                   |                   |                    |      |
|-------------------------------|-------------------|-------------------|-------------------|--------------------|------|
| Public Works & Utilities      | 16,966,782        | 14,138,985        | 11,653,853        | (2,485,132)        | 82%  |
| Parks, Recreation & Libraries | 125,398           | 104,498           | 104,498           | (1)                | 100% |
| Information Technology        | 2,069,175         | 1,724,313         | 1,481,801         | (242,512)          | 86%  |
| Total Operating Expenses      | <u>32,711,201</u> | <u>23,786,388</u> | <u>20,498,226</u> | <u>(3,288,162)</u> | 86%  |
| Revenues Over(Under) Expenses | <u>32,573,823</u> | <u>8,189,018</u>  | <u>18,630,917</u> | <u>10,441,899</u>  |      |

until more data is available, Res Taps 80.4%, Commr Taps 86.7%.

required by the Governmental Accounting Standards Board.

(3) Includes Misc Income only.

-110072

Carryover (Actual) represents use of prior year retained earnings, as budgeted.

|                   |            |            |
|-------------------|------------|------------|
| Rates and Charges | 28,528,609 | 26,159,269 |
| Tap Fees          | 4,911,000  | 9,668,700  |
| Total             | 33,439,609 | 35,827,969 |



**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                          | Budget         | Budget<br>Pro-rated | Notes | Actual         | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|--------------------------------------|----------------|---------------------|-------|----------------|-------------------------------------|----------------|
| <b>Storm Drainage Fund</b>           |                |                     |       |                |                                     |                |
| <b>Revenues</b>                      |                |                     |       |                |                                     |                |
| Business Fees                        |                |                     |       |                |                                     |                |
| Charges for Services                 | 830,000        | 691,667             |       | 705,223        | 13,556                              | 102%           |
| Interest Income                      | 0              | 0                   | (1)   | 15,076         | 15,076                              |                |
| Miscellaneous                        | 0              | 0                   |       | 0              | 0                                   |                |
| <b>Total Revenues</b>                | <u>830,000</u> | <u>691,667</u>      |       | <u>720,299</u> | <u>28,632</u>                       | <u>104%</u>    |
| <b>Expenses</b>                      |                |                     |       |                |                                     |                |
| Central Charges                      | 0              | 0                   |       | 3,078          | 3,078                               |                |
| Organization Support Services        | 100,000        | 83,333              |       | 3,100          | (80,233)                            | 4%             |
| Engineering                          | 46,000         | 38,333              |       | 25,361         | (12,972)                            | 66%            |
| PW&U Admin                           | 0              | 0                   |       | 0              | 0                                   |                |
| Infrastructure Improvements          | 0              | 0                   |       | 0              | 0                                   |                |
| Street Maintenance                   | 100,000        | 83,333              |       | 13,755         | (69,578)                            | 17%            |
| <b>Total Expenses</b>                | <u>246,000</u> | <u>205,000</u>      |       | <u>45,294</u>  | <u>(159,706)</u>                    | <u>22%</u>     |
| <b>Revenues Over(Under) Expenses</b> | <u>584,000</u> | <u>486,667</u>      |       | <u>675,005</u> | <u>188,338</u>                      |                |

(1) These numbers reflect the reversal of the gain recorded for FYE 2001, as required by the Governmental Accounting Standards Board.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                   | Budget            | Budget<br>Pro-rated | Notes | Actual             | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|-------------------------------|-------------------|---------------------|-------|--------------------|-------------------------------------|----------------|
| <b>Sales and Use Tax Fund</b> |                   |                     |       |                    |                                     |                |
| <b>Revenues</b>               |                   |                     |       |                    |                                     |                |
| Sales & Use Tax               |                   |                     |       |                    |                                     |                |
| Sales Tax Returns             | 44,020,000        | 36,404,192          | (1)   | 31,962,807         | (4,441,384)                         | 87.80%         |
| Sales Tx Audit Revenues       | 447,000           | 420,500             |       | 548,490            | 127,990                             | 130.44%        |
| Use Tax Returns               | 9,000,000         | 7,245,333           |       | 7,443,787          | 198,454                             | 102.74%        |
| Use Tax Audit Revenues        | 350,000           | 276,500             |       | 197,970            | (78,530)                            | 71.60%         |
| Interest Income               | 50,000            | 41,667              | (3)   | (56,260)           | (97,927)                            | -135.02%       |
| Sub-total Revenues            | <u>53,867,000</u> | <u>44,388,192</u>   |       | <u>40,096,795</u>  | <u>(4,291,397)</u>                  | <u>90.33%</u>  |
| Carryover                     | 900,000           | -                   | (2)   | -                  | -                                   |                |
| Total Revenues                | <u>54,767,000</u> | <u>44,388,192</u>   |       | <u>40,096,795</u>  | <u>(4,291,397)</u>                  | <u>90.33%</u>  |
| <b>Expenditures</b>           |                   |                     |       |                    |                                     |                |
| Central Charges               | <u>54,767,000</u> | <u>45,639,167</u>   |       | <u>42,305,835</u>  | <u>(3,333,332)</u>                  | <u>92.70%</u>  |
| Revenues Over(Under) Expenses | <u>0</u>          | <u>(1,250,975)</u>  |       | <u>(2,209,040)</u> | <u>(958,065)</u>                    |                |

(1) At end of October, historical averages are as follows: Sales Tax Returns 82.7%, Sales Tax Audit 94%, Use Tax Returns 88%, Building Use Tax 90%, Auto Use Tax 75%, Use Tax Audit 79%.

(2) Carryover from prior year is always budgeted for the next year; included here to render correct balanced budget perspective. Carryover (Actual) represents use of prior year fund balance, as budgeted.

(3) These numbers reflect the reversal of the gain recorded for FYE 2001, as required by the Governmental Accounting Standards Board.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                 | Budget           | Pro-rated<br>Budget | Notes | Actual           | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|-----------------------------|------------------|---------------------|-------|------------------|-------------------------------------|----------------|
| <b>Open Space Fund</b>      |                  |                     |       |                  |                                     |                |
| <b>Revenues</b>             |                  |                     |       |                  |                                     |                |
| Sales & Use Tax             | 4,644,666        | 3,855,143           | (1)   | 3,599,236        | (255,906)                           | 93%            |
| Intergovernmental Revenue   | 0                | 0                   |       | 75,000           | 75,000                              |                |
| Interest Income             | 25,000           | 20,833              | (3)   | 20,198           | (635)                               | 97%            |
| Miscellaneous               | 0                | 0                   |       | 8,493            | 8,493                               |                |
| Interfund Transfers         | 611,115          | 0                   | (4)   | 611,115          | 611,115                             |                |
| Sub-total Revenues          | <u>5,280,781</u> | <u>3,875,976</u>    |       | <u>4,314,043</u> | <u>438,067</u>                      | <u>111%</u>    |
| Carryover                   | 2,441,005        | -                   | (2)   | -                |                                     |                |
| Total Revenues              | <u>7,721,786</u> | <u>3,875,976</u>    |       | <u>4,314,043</u> | <u>438,067</u>                      | <u>111%</u>    |
| <b>Expenditures</b>         |                  |                     |       |                  |                                     |                |
| Central Charges             | <u>7,721,786</u> | <u>6,434,822</u>    |       | <u>4,971,989</u> | <u>(1,462,833)</u>                  | <u>77%</u>     |
| Revenues Over(Under) Expend | <u>0</u>         | <u>(2,558,846)</u>  |       | <u>(657,946)</u> | <u>1,900,900</u>                    |                |

(1) Open Space Sales Taxes 83%; Open Space Use Tax 83%.

(2) Carryover from prior year is budgeted for the next year; included here to render correct balanced budget perspective.

Carryover (Actual) represents use of prior year fund balance, as budgeted.

(3) These numbers reflect the reversal of the gain recorded for FYE 2001, as required by the Governmental Accounting Standards Board.

(4) This was a FYE transfer from General Capital Improvement Fund of carryover funds.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                          | Budget           | Budget<br>Pro-rated | Notes | Actual           | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|--------------------------------------|------------------|---------------------|-------|------------------|-------------------------------------|----------------|
| <b>Legacy Ridge Fund</b>             |                  |                     |       |                  |                                     |                |
| <b>Revenues</b>                      |                  |                     |       |                  |                                     |                |
| Business Fees                        |                  |                     |       |                  |                                     |                |
| Charges for Services                 | 1,786,943        | 1,706,531           | (1)   | 1,588,576        | (117,955)                           | 93%            |
| Interest Income                      | 0                | 0                   | (3)   | (6,636)          | (6,636)                             |                |
| Miscellaneous                        | 0                | 0                   |       | 2,976            | 2,976                               |                |
| Refunds                              | 0                | 0                   |       | 62               | 62                                  |                |
| <b>Total Revenues</b>                | <u>1,786,943</u> | <u>1,706,531</u>    |       | <u>1,584,978</u> | <u>(121,553)</u>                    | <u>93%</u>     |
| <b>Expenses</b>                      |                  |                     |       |                  |                                     |                |
| Central Charges                      | 501,529          | 417,941             |       | 398,339          | (19,602)                            | 95%            |
| Recreation Facilities                | 1,285,414        | 1,071,178           | (2)   | 1,011,781        | (59,397)                            | 94%            |
| <b>Total Expenses</b>                | <u>1,786,943</u> | <u>1,489,119</u>    |       | <u>1,410,120</u> | <u>(78,999)</u>                     | <u>95%</u>     |
| <b>Revenues Over(Under) Expenses</b> | <u>0</u>         | <u>217,412</u>      |       | <u>174,858</u>   | <u>(42,554)</u>                     |                |

(1) Revenues pro-rated based on a 5 yr history of revenues per month. Based on this history, October is projected at 95.5%.

(2) Expenses projected at 83.3%

(3) The budget for expenses reflects the City Council decision to subsidize the debt service for the Golf Course by \$200,000 for the FY 2002. Legacy's scheduled debt service is \$621,459 for the year; this will be reduced by \$200,000 to \$421,459 for the year. 1/12 of the total debt service of \$421,459 is transferred to the Debt Service Fund each month.

(4) These numbers reflect the reversal of the gain recorded for FYE 2001, as required by the Governmental Accounting Standards Board.

**City of Westminster  
Financial Report  
For the Ten Months Ending October 31, 2002**

| Description                      | Budget           | Budget<br>Pro-rated | Notes | Actual           | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-rated |
|----------------------------------|------------------|---------------------|-------|------------------|-------------------------------------|----------------|
| <b>Heritage at Westmoor Fund</b> |                  |                     |       |                  |                                     |                |
| <b>Revenues</b>                  |                  |                     |       |                  |                                     |                |
| Business Fees                    |                  |                     |       |                  |                                     |                |
| Charges for Services             | 1,861,754        | 1,746,325           | (1)   | 1,418,814        | (327,511)                           | 81%            |
| Interest Income                  | 0                | 0                   | (3)   | 438              | 438                                 |                |
| Miscellaneous                    | 0                | 0                   |       | 571              | 571                                 |                |
| Refunds                          | 0                | 0                   |       | 0                | 0                                   |                |
| Total Revenues                   | <u>1,861,754</u> | <u>1,746,325</u>    |       | <u>1,419,823</u> | <u>(326,502)</u>                    | 81%            |
| <b>Expenses</b>                  |                  |                     |       |                  |                                     |                |
| Central Charges                  | 60,810           | 50,675              |       | 49,606           | (1,069)                             | 98%            |
| Recreation Facilities            | 1,800,944        | 1,278,013           | (2)   | 1,351,365        | 73,352                              | 106%           |
| Total Expenses                   | <u>1,861,754</u> | <u>1,328,688</u>    |       | <u>1,400,971</u> | <u>72,283</u>                       | 105%           |
| Revenues Over(Under) Expenses    | <u>0</u>         | <u>417,637</u>      |       | <u>18,852</u>    | <u>(398,785)</u>                    |                |

(1) Revenues pro-rated based on a 5 yr history of revenues per month. Based on this history, October is projected at 93.8%.

(2) Expenses projected at 83.3%.

(3) Debt service payments due in December total \$267,329.

These are not reflected in the pro-rated budget above, in order to give the reader a more clear picture of the operating position of the golf course.

(4) These numbers reflect the reversal of the gain recorded for FYE 2001, as required by the Governmental Accounting Standards Board.

**City of Westminster  
Revenue Report For Council  
For the Month Ended October 31, 2002**

| Description | Budget | Current Period Actual | Year-to-Date Actual     | Notes | Budget | Current Period Actual | Year-to-Date Actual |
|-------------|--------|-----------------------|-------------------------|-------|--------|-----------------------|---------------------|
|             | 2002   | 2002                  | 01/02-10/02 Grand Total |       | 2001   | 2001                  | 01/01-10/01         |
|             | YTD    | October               |                         |       | YTD    | October               | Grand Total         |

**General Fund Revenues**

|                                  |              |            |              |     |              |            |              |
|----------------------------------|--------------|------------|--------------|-----|--------------|------------|--------------|
|                                  | 10,332.95    |            |              |     |              |            |              |
| <b>Carryover</b>                 | 8.00         | 0.00       | 0.00         |     | 3,616,502.00 | 0.00       | 0.00         |
|                                  | 3,288,000.00 |            | 3,989,480.00 |     |              |            |              |
| <b>Taxes</b>                     | 00           | 43,897.31  | 71           |     | 2,951,000.00 | 45,528.27  | 3,383,171.72 |
|                                  | 1,428,000.00 | 164,833.18 | 1,673,167.82 |     | 2,318,919.00 | 207,235.92 | 2,098,796.35 |
| <b>Licenses &amp; Permits</b>    | 00           | 8          | 82           |     | 4,804,690.00 | 251,916.25 | 4,270,847.46 |
| <b>Intergovernmental Revenue</b> | 4,713,162.00 | 373,195.20 | 3,926,680.62 |     | 4,613,100.00 | 734,249.21 | 3,782,503.62 |
| <b>Recreation Charges</b>        | 00           | 214,461.42 | 4,033,397.24 | (1) | 2,607,047.00 | 339,763.53 | 2,122,361.75 |
| <b>Franchise Fees</b>            | 00           | 152,403.68 | 1,851,145.65 | (2) | 2,240,000.00 | 176,152.45 | 2,078,854.40 |
| <b>General Service Charges</b>   | 2,509,604.00 | 210,689.39 | 2,259,099.55 |     | 1,900,000.00 | 140,343.61 | 1,392,538.67 |
| <b>Fines</b>                     | 1,900,000.00 | 156,895.82 | 1,412,616.57 |     | 350,000.00   | 47,049.10  | 435,699.74   |
| <b>Interest Income</b>           | 400,000.00   | 23,191.42  | 229,474.08   |     | 238,816.00   | 277,770.43 | 645,361.79   |
| <b>Misc</b>                      | 257,199.00   | 25,949.61  | 294,876.11   | (3) | 525,000.00   | 0.00       | 361,860.00   |
| <b>Leases</b>                    | 575,000.00   | 0.00       | 431,250.00   |     |              |            |              |

|                         |                  |                     |                      |                      |                     |                      |
|-------------------------|------------------|---------------------|----------------------|----------------------|---------------------|----------------------|
| Refunds                 | (65,000.00)      | 0.00                | (14,194.18)          | (51,862.00)          | 0.00                | (1,117.00)           |
| Interfund Transfers     | 46,527.00        | 3,043,917.00        | 35,439,168.00        | 48,199,000.00        | 3,752,488.08        | 37,518,333.30        |
| Other Financing Sources | 0.00             | 0.00                | 0.00                 | 1,003,943.00         | 1,003,943.00        | 1,003,943.00         |
| <b>Revenues Total</b>   | <b>78,944.92</b> | <b>4,409,434.03</b> | <b>55,526,168.00</b> | <b>75,316,155.00</b> | <b>6,976,439.85</b> | <b>59,093,154.80</b> |
| <b>General Fund</b>     | <b>3.00</b>      | <b>03</b>           | <b>2.17</b>          | <b>0</b>             | <b>5</b>            | <b>59,093,154.80</b> |

### Water Fund Revenues

|                             |                  |                     |                      |                      |                     |                      |
|-----------------------------|------------------|---------------------|----------------------|----------------------|---------------------|----------------------|
| Carryover                   | 17,726.36        | 0.00                | 0.00                 | 2,916,780.00         | 0.00                | 0.00                 |
| License & Permits           | 70,000.00        | 6,960.00            | 85,225.00            | 70,000.00            | 7,740.00            | 78,200.00            |
| Intergovernmental Revenue   | 61,000.00        | 0.00                | 31,100.31            | 67,133.00            | 0.00                | 37,491.44            |
| Water Sales                 | 20,141,775.00    | 1,347,946.65        | 18,894,411.38        | 18,814,000.00        | 2,107,918.18        | 18,608,435.45        |
| Water Tap Fees              | 3,900,000.00     | 1,504,164.00        | 7,588,858.00         | 4,600,000.00         | 550,380.75          | 6,765,962.00         |
| Contractor Locate Fee Misc  | 0                | 0.00                | 4,250.12             | 0.00                 | 0.00                | 32.59                |
| Interest Income             | 1,000,000.00     | 96,129.75           | 345,168.12           | 900,000.00           | 111,614.06          | 852,901.49           |
| Miscellaneous               | 1,626,422.00     | 14,373.12           | 2,466,807.92         | 6,182,500.00         | 11,369.62           | 2,932,986.94         |
| Interfund Transfers         | 0.00             | 0.00                | 0.00                 | 0.00                 | 0.00                | 0.00                 |
| Contributions of F/A-amort  | 0.00             | 0.00                | 0.00                 | 0.00                 | 0.00                | 0.00                 |
| Other Financing Sources     | 7,000,000.00     | 0.00                | 0.00                 | 0.00                 | 0.00                | 0.00                 |
| <b>Total Water Revenues</b> | <b>51,525.55</b> | <b>2,969,573.52</b> | <b>29,415,820.85</b> | <b>33,550,413.00</b> | <b>2,789,022.61</b> | <b>29,276,009.91</b> |

### Wastewater Fund Revenues

|                  |              |            |              |              |            |              |
|------------------|--------------|------------|--------------|--------------|------------|--------------|
| Carryover        | 3,606,633.00 | 0.00       | 0.00         | (97,748.00)  | 0.00       | 0.00         |
| Wastewater Sales | 8,386,834.00 | 678,935.70 | 7,264,857.62 | 8,735,000.00 | 763,894.10 | 7,384,274.01 |

|                                   |                  |                   |                   |                     |                   |                      |
|-----------------------------------|------------------|-------------------|-------------------|---------------------|-------------------|----------------------|
|                                   | 1,011,000.       | 641,327.0         | 2,075,592.        |                     |                   |                      |
| <b>Wastewater Tap Fees</b>        | 00               | 0                 | 00                | 1,050,000.00        | 80,908.50         | 2,458,247.00         |
| <b>Contractor Locate Fee</b>      | 0.00             | 0.00              | 0.00              | 0.00                | 0.00              | 0.00                 |
|                                   | 750,000.0        |                   | 371,297.8         |                     |                   |                      |
| <b>Interest Income</b>            | 0                | 85,101.70         | 5                 | 700,000.00          | 105,885.76        | 846,333.47           |
| <b>Miscellaneous</b>              | 5,000.00         | 50.00             | 1,575.00          | 5,000.00            | 100.00            | 40,356.20            |
| <b>Interfund Transfers</b>        | 0.00             | 0.00              | 0.00              | 0.00                | 0.00              | 0.00                 |
| <b>Contributions of F/A-amort</b> | 0.00             | 0.00              | 0.00              | 0.00                | 0.00              | 0.00                 |
| <b>Other Financing Sources</b>    | 0.00             | 0.00              | 0.00              | 0.00                | 0.00              | 0.00                 |
|                                   | <b>13,759,46</b> | <b>1,405,414.</b> | <b>9,713,322.</b> | <b>10,392,252.0</b> |                   |                      |
| <b>Wastewater Revenues</b>        | <b>7.00</b>      | <b>40</b>         | <b>47</b>         | <b>0</b>            | <b>950,788.36</b> | <b>10,729,210.68</b> |

### Legacy Ridge Fund Revenues

|                               |           |            |            |              |            |              |
|-------------------------------|-----------|------------|------------|--------------|------------|--------------|
| <b>Carryover</b>              |           |            |            |              |            | 0.00         |
| <b>Miscellaneous</b>          | 16,000.00 | 0.00       | 10,745.72  | 22,138.00    | 174.00     | 13,559.00    |
| <b>Rentals</b>                | 14,000.00 | 834.05     | 8,931.08   | 10,720.00    | 3,702.81   | 16,308.41    |
| <b>Concessions</b>            | 36,000.00 | 3,000.00   | 30,000.00  | 36,000.00    | 0.00       | 27,000.00    |
|                               | 192,000.0 |            | 159,885.2  |              |            |              |
| <b>Merchandise Sales</b>      | 0         | 10,100.42  | 6          | 230,000.00   | 15,570.31  | 186,017.37   |
| <b>Lessons</b>                | 10,000.00 | 485.00     | 9,757.00   | 14,000.00    | 100.00     | 12,615.00    |
|                               | 964,204.0 |            | 1,014,117. |              |            |              |
| <b>Green Fees</b>             | 0         | 75,870.50  | 50         | 1,122,366.00 | 77,109.25  | 1,002,673.88 |
|                               | 253,540.0 |            | 236,106.9  |              |            |              |
| <b>Cart Rental</b>            | 0         | 19,005.30  | 6          | 250,000.00   | 19,170.87  | 251,746.02   |
|                               | 122,199.0 |            | 112,217.9  |              |            |              |
| <b>Driving Range</b>          | 0         | 5,951.40   | 7          | 115,942.00   | 7,177.07   | 117,864.54   |
| <b>Jr. Golf Camp</b>          | 5,000.00  | 0.00       | 4,450.00   | 5,740.00     | 0.00       | 0.00         |
|                               | 174,000.0 |            |            |              |            |              |
| <b>Gift Certificates</b>      | 0         | 795.00     | 77,492.35  | 152,985.00   | 3,187.00   | 104,275.42   |
|                               |           |            | (75,127.44 |              |            |              |
| <b>Gift Certificates Used</b> | 0.00      | (3,539.55) | )          | 0.00         | (6,507.99) | (100,063.14) |
| <b>Interest Income</b>        | 0.00      | 199.58     | (6,635.70) | 0.00         | 1,669.48   | 1,872.72     |
| <b>Miscellaneous</b>          | 0.00      | 9.61       | 2,976.21   | 0.00         | (1,035.00) | 2,042.12     |
| <b>Refunds</b>                | 0.00      | 0.00       | 62.00      | 0.00         | 0.00       | (250.00)     |
| <b>Contributions of F/A</b>   | 0.00      | 0.00       | 0.00       | 0.00         | 0.00       | 0.00         |



amort  
**Other Financing  
Sources** 0.00

**Revenues Total Legacy Ridge** 1,786,943.00 112,711.31 1,584,978.91

0.00 0.00 0.00

**1,959,891.00 120,317.80 1,635,661.34**

**Heritage at Westmoor Revenues**

**Miscellaneous** 25,000.00 1,635.80 30,954.16  
**Rentals** 11,989.00 425.00 6,682.50  
**Concessions** 36,000.00 3,000.00 30,168.00  
185,850.0 142,157.7  
**Merchandise Sales** 0 9,705.08 5  
**Lessons** 10,000.00 178.00 7,756.00  
1,102,582. 869,474.3  
**Green Fees** 00 69,954.00 1  
256,454.0 257,691.0  
**Cart Rental** 0 21,231.52 8  
117,291.0  
**Driving Range** 0 4,077.54 66,959.30  
**Jr. Golf** 4,500.00 0.00 1,444.00  
112,088.0  
**Gift Certificates** 0 1,871.00 51,130.40  
(45,603.44 )  
**Gift Certificates Used** 0.00 (2,503.07)  
**Interest Income** 0.00 838.24 438.24  
**Miscellaneous** 0.00 240.69 570.82  
**Refunds** 0.00 0.00 0.00  
**Contributions of F/A**  
amort 0.00 0.00 0.00  
**Other Financing**  
**Sources** 0.00 0.00 0.00

**Revenues Total Heritage Fund** 1,861,754.00 110,653.80 1,419,823.12

29,000.00 2,303.95 21,835.75  
9,126.00 2,742.50 7,646.28  
33,000.00 0.00 25,000.00  
202,528.00 10,651.52 126,183.17  
14,000.00 525.00 10,770.00  
1,010,965.00 73,332.50 823,536.83  
236,547.00 20,052.13 221,913.15  
81,677.00 3,937.57 62,395.80  
2,000.00 0.00 0.00  
111,120.00 1,812.00 64,468.32  
0.00 (2,985.41) (66,283.16)  
0.00 2,225.98 12,027.45  
0.00 404.58 9,770.72  
0.00 0.00 (335.00)  
0.00 0.00 0.00  
0.00 0.00 0.00

**1,729,963.00 115,002.32 1,318,929.31**

**Storm Drainage Fund Revenues**

**Carryover** 0.00 0.00 0.00

0.00 0.00 0.00

|                                |                  |                  |                  |                   |                  |                   |
|--------------------------------|------------------|------------------|------------------|-------------------|------------------|-------------------|
| <b>Storm Drainage</b>          | 830,000.0        |                  | 705,222.7        |                   |                  |                   |
| <b>Fee</b>                     | 0                | 62,751.07        | 8                | 350,000.00        | 72,347.72        | 284,223.30        |
| <b>Interest Income</b>         | 0.00             | 3,113.48         | 15,076.20        | 0.00              | 607.09           | 961.42            |
| <b>Miscellaneous</b>           | 0.00             | 0.00             | 0.00             | 0.00              | 0.00             | 0.00              |
| <b>Interfund Transfers</b>     | 0.00             | 0.00             | 0.00             | 0.00              | 0.00             | 0.00              |
| <b>Contributions of F/A</b>    |                  |                  |                  |                   |                  |                   |
| <b>Amo</b>                     | 0.00             | 0.00             | 0.00             | 0.00              | 0.00             | 0.00              |
| <b>Other Financing</b>         |                  |                  |                  |                   |                  |                   |
| <b>Sources</b>                 | 0.00             | 0.00             | 0.00             | 0.00              | 0.00             | 0.00              |
| <b>Storm Drainage Revenues</b> | <b>830,000.0</b> | <b>65,864.55</b> | <b>720,298.9</b> | <b>350,000.00</b> | <b>72,954.81</b> | <b>285,184.72</b> |

**Sales and Use Tax Fund Revenues**

|                                   |            |            |            |              |             |               |
|-----------------------------------|------------|------------|------------|--------------|-------------|---------------|
| <b>Carryover</b>                  | 900,000.0  |            |            | 1,517,000.00 | 0.00        | 0.00          |
|                                   | 0          | 0.00       | 0.00       |              |             |               |
|                                   | 44,075.00  | 3,197,256. | 31,982,21  | 43,200,000.0 | 3,325,288.6 |               |
| <b>Sales Tax Returns</b>          | 0.00       | 15         | 8.57       | 0            | 0           | 35,008,049.11 |
|                                   | 450,000.0  |            | 548,549.3  |              |             |               |
| <b>Sales Tax Audit</b>            | 0          | 17,175.69  | 8          | 400,000.00   | 40,597.32   | 707,095.02    |
|                                   | (55,000.00 |            | (19,411.09 |              |             |               |
| <b>Sales Tax Refunds</b>          | )          | (379.19)   | )          | (50,000.00)  | (23,655.95) | (41,069.84)   |
| <b>Sales Tax Audit Refunds</b>    | (3,000.00) | 0.00       | (59.55)    | (3,000.00)   | 0.00        | (6,367.83)    |
|                                   | 1,900,000. | 123,027.3  | 1,276,673. |              |             |               |
| <b>Use Tax Returns</b>            | 00         | 0          | 13         | 1,650,000.00 | 241,822.61  | 2,161,316.58  |
|                                   | 1,850,000. | 234,016.3  | 2,182,178. |              |             |               |
| <b>Use Tax Building</b>           | 00         | 2          | 72         | 1,650,000.00 | 200,152.78  | 2,680,275.96  |
|                                   | 5,600,000. | 497,176.5  | 4,277,899. |              |             |               |
| <b>Use Tax Auto</b>               | 00         | 9          | 03         | 5,450,000.00 | 484,923.01  | 4,231,498.92  |
|                                   | 350,000.0  |            | 201,629.1  |              |             |               |
| <b>Use Tax Audit</b>              | 0          | 1,413.03   | 9          | 275,000.00   | 2,421.35    | 347,187.66    |
|                                   | (70,000.00 |            | (79,068.77 |              |             |               |
| <b>Use Tax Refunds</b>            | )          | 131.08     | )          | (70,000.00)  | (65,805.36) | (127,820.18)  |
| <b>Use Tax Collection</b>         | (280,000.0 | (24,858.83 | (213,895.0 |              |             |               |
| <b>Fees</b>                       | 0)         | )          | 7)         | (270,000.00) | (24,246.13) | (211,583.35)  |
| <b>Use Tax Audit Enf (Contra)</b> | 0.00       | 0.00       | (3,658.75) | 0.00         | 0.00        | (2,588.69)    |
| <b>Interest Income</b>            | 50,000.00  | (5,708.05) | (56,260.20 | 50,000.00    | 6,779.12    | 54,144.17     |

|   |                  |                     |                      |
|---|------------------|---------------------|----------------------|
| <b>Revenues Total Sales and Use Tax Revenue</b> | <b>54,767.00</b> | <b>4,039,250.09</b> | <b>40,096,794.59</b> |
|---|------------------|---------------------|----------------------|

|                      |                     |                      |
|----------------------|---------------------|----------------------|
| <b>53,799,000.00</b> | <b>4,188,277.35</b> | <b>44,800,137.53</b> |
|----------------------|---------------------|----------------------|

|   |
|---|
| <b>Open Space Sales &amp; Use Tax Fund Revenues</b> |
|---|

|  |
|--|
|  |
|--|

|  |                     |                   |                     |
|--|---------------------|-------------------|---------------------|
| <b>Carryover</b>                               | 2,441,005.00        | 0.00              | 0.00                |
| <b>Sales Tax Returns</b>                       | 3,867,966.00        | 285,858.29        | 2,908,098.61        |
| <b>Sales Tax Audit</b>                         | 25,000.00           | 1,431.30          | 45,712.33           |
| <b>Sales Tax Refunds</b>                       | (4,000.00)          | (31.60)           | (1,618.59)          |
| <b>Sales Tax Audit Refunds</b>                 | 0.00                | 0.00              | (4.95)              |
| <b>Use Tax Returns</b>                         | 160,000.00          | 10,341.86         | 116,652.83          |
| <b>Use Tax Building</b>                        | 145,200.00          | 19,501.06         | 181,894.61          |
| <b>Use Tax Auto</b>                            | 459,500.00          | 41,431.34         | 356,491.20          |
| <b>Use Tax Audit</b>                           | 20,000.00           | 117.76            | 16,802.41           |
| <b>Use Tax Refunds</b>                         | (6,000.00)          | (14.96)           | (6,662.68)          |
| <b>Use Tax Collection Fees</b>                 | (23,000.00)         | (2,071.57)        | (17,824.56)         |
| <b>Use Tax Audit Enf (Contra)</b>              | 0.00                | 0.00              | (304.89)            |
| <b>Intergovernmental Revenue</b>               | 0.00                | 0.00              | 75,000.00           |
| <b>Interest Income</b>                         | 25,000.00           | 6,885.36          | 20,198.45           |
| <b>Miscellaneous</b>                           | 0.00                | 500.00            | 8,493.00            |
| <b>Interfund Transfers</b>                     | 611,115.00          | 0.00              | 611,115.00          |
| <b>Revenues Total Open Space Sales/Use Tax</b> | <b>7,721,786.00</b> | <b>363,948.84</b> | <b>4,314,042.77</b> |

|                     |                   |                     |
|---------------------|-------------------|---------------------|
| 1,651,000.00        | 0.00              | 0.00                |
| 3,773,625.00        | 296,320.12        | 3,141,865.38        |
| 25,000.00           | 3,383.10          | 59,144.43           |
| (4,000.00)          | (1,971.32)        | (3,422.31)          |
| 0.00                | 0.00              | (530.31)            |
| 138,000.00          | 24,788.82         | 253,150.79          |
| 135,000.00          | 16,710.50         | 223,386.62          |
| 447,000.00          | 40,410.20         | 352,624.52          |
| 15,000.00           | 201.78            | 29,157.93           |
| (6,000.00)          | (5,423.69)        | (10,750.36)         |
| (22,000.00)         | (2,020.51)        | (17,631.91)         |
| 0.00                | 0.00              | (215.72)            |
| 1,404,800.00        | 0.00              | 745,000.00          |
| 25,000.00           | 14,692.43         | 125,203.36          |
| 6,000.00            | 1,315.88          | 11,835.55           |
| 0.00                | 0.00              | 0.00                |
| <b>7,588,425.00</b> | <b>388,407.31</b> | <b>4,908,817.97</b> |

(1) Ice Centre lease recorded in October 2001 but we have not booked the lease revenue for October 2002. Should be booked in November 2002.

(2) AT&T Broadband Franchise Fees not received in October 2002. Should be received by November 2002.

(3) In 2001 a journal entry was incorrectly booked to this revenue account, but was corrected in December 2001.

(4) In 2001, a supplemental appropriation on 6/11/01 10 E was booked to record the lease purchases of computers, scrubber, and CAD.



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Records Management Software for Municipal Court

**Prepared By:** Carol J. Barnhardt, Municipal Court Administrator

**Recommended City Council Action:**

Authorize the City Manager to execute a contract for the purchase of a Court Records Management software package from the firm submitting the lowest bid, Justice Systems, Inc., in the amount of \$128,544 plus \$19,282 as a project contingency and charge the expenditure to the General Capital Improvement Fund.

**Summary Statement:**

- The Municipal Court and Information Technology Staff are in the final phase of the new Municipal Court software and hardware project.
- The current Records Management System (RMS) was purchased in 1995 and implemented in April 1996. The Court has continually experienced problems with this system.
- Requests for Proposals were mailed to 14 vendors across the country including vendors currently providing software and services to other municipal courts in the State. The four vendors responding were: Justice Systems, Inc.; Professional Computer Software Services, Inc.; Southern Automated Systems, Inc.; and Tiburon. Bids ranged from high \$100,000's to mid \$300,000's. City Staff selected Justice Systems, Inc. and Professional Computer Software Services, Inc. as finalists based on functionality and price.
- Information Technology and Municipal Court staff scheduled on-site demonstrations and evaluated the products of Justice Systems, Inc. and Professional Computer Software Services, Inc. In order to observe the systems in a functioning, real time capacity, Court staff visited Boulder and Thornton using Justice Systems, Inc., and Littleton using Professional Computer Software Services, Inc.
- Justice Systems, Inc., is being recommended to Council based on functionality of their software and lower bid price.
- Justice Systems, Inc. is a company that has been in the industry for twenty years and has its product implemented in 23 states with a primary focus on municipal court systems.
- Justice Systems, Inc. is anticipating the release of a new version of its software, Full Court Version 4, in the first quarter of 2003 and has agreed to include, at no additional charge, an upgrade from its current software, Full Court Version 3 to the Full Court Version 4.

**Expenditure Required:** \$147,826

**Source of Funds:** General Capital Improvement Fund

## **Policy Issues**

Should the City replace the Court's current Record Management System (RMS) to improve Court efficiency and customer service?

## **Alternatives**

- 1) Stay with current system. City Staff does not recommend this alternative for the following reasons:
  - The current system has not functioned properly since installation in 1996 and the Municipal Court has not received adequate support from the vendor.
  - The Municipal Court experienced three major malfunctions and system failures during this current year, the most recent system failure occurred from October 30 through November 6, 2002.
- 2) Approve another vendor for this project. Based on the City Staff's review, the recommended vendor is best able to meet the needs of the Court, and has also provided the lowest bid.

## **Background Information**

The current RMS was purchased in 1995 and implemented in April 1996. The Municipal Court has continually experienced problems with this system and is currently experiencing reoccurring problems and system failures. Moreover, the Court is not receiving acceptable service and support from the current vendor.

In late 2000, the Court decided to replace the current system and contacted SEARCH, The National Consortium for Justice Information and Statistics, to request technical assistance under the Court Information Systems Technical Assistance Program. A site visit by SEARCH took place in December 2000. In February 2001, a report and sample Request for Proposals (RFP) were submitted by Project Consultant Penelope J. Wentland and reviewed by Court staff.

City Council approved \$200,000 for replacement of the system in the Capital Improvement Program. During 2001, Court staff began working on the development of an RFP to meet City requirements. The RFP was reviewed and finalized by Court, IT, Finance and Purchasing staff. It was released in July 2002 to 14 vendors from across the country including vendors currently providing software and service to other municipal courts in the State. In July 2002, a review and selection committee consisting of four Court and five IT staff was formed. Four responses were received and the committee reviewed and evaluated the responses from both a technical and a functional perspective. The four vendors responding were: Justice Systems, Inc. (JSI); Professional Computer Software Services, Inc. (PCSS); Southern Automated Systems, Inc.; and Tiburon. Bids ranged from high \$100,000's to mid \$300,000's. The initial bids provided by the four vendors were as follows: Justice Systems, Inc. (JSI) - \$166,960; Professional Computer Software Services, Inc. (PCSS) - \$203,350; Tiburon - \$285,245; Southern Automated Systems, Inc. - \$348,100. The Committee selected JSI and PCSS as finalists based on functionality and price.

During September 2002, the Committee scheduled on-site demonstrations and evaluated the products of JSI and PCSS. To observe the two systems in a functioning, real-time capacity, Court staff visited Boulder and Thornton using JSI, and Littleton using PCSS. IT contacted the same municipalities and discussed technical issues.

JSI is anticipating the release of a new version of its software, Full Court Version 4, in the first quarter of 2003. Through negotiations, Justice Systems, Inc. agreed to include an upgrade from its current software, Full Court Version 3 to the Full Court Version 4, after the Court staff are familiar with the functions of its system. This upgrade is, in essence, allowing the Court to purchase its newest software at the price of its current software.

JSI is a company that has been in the industry for twenty years and has its product implemented in 23 states with a primary focus on municipal court systems. JSI is currently being used in ten municipal courts in Colorado including Arvada, Thornton, and most recently Boulder in the metro area. Because of product use and functionality, and the competitive price that has been negotiated with JSI, the Committee recommends JSI as the best product for the needs of the Court. JSI presented its “best and final” bid of \$128,544.

IT staff researched the hardware, wiring and equipment costs associated with this project and estimate costs of \$32,000. This figure includes all necessary database and application server hardware, upgrading the current wiring system, installation of receipt printers at various cashier stations and installation of printers in the courtrooms.

The committee decided that a consultant would be beneficial to this project to evaluate and develop an efficient workflow plan, to develop case management flowcharts, and to develop forms and procedures. The consultant would assist the Court in improving its efficiency thereby improving the level of customer service it provides to citizens. The cost anticipated for a consultant is \$15,374.

The estimated total project budget is as follows:

|                             |   |
|-----------------------------|---|
| Software                    | \$128,544   |
| Hardware, wiring, equipment | \$ 32,000   |
| Consultant                  | \$ 15,374   |
| Contingencies               | <u>\$ 24,082</u> (includes \$19,282 for software contingency) |
| <b>PROJECT TOTAL:</b>       | <b>\$200,000</b>  |

Funds have been allocated and are available in the General Capital Improvements Fund for these expenditures.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 C

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
November 25, 2002



**SUBJECT:** Right of Way Use Agreement for Ricochet

**Prepared By:** Gary Casner, Senior Telecommunications Administrator

#### **Recommended City Council Action:**

Authorize the City Manager to sign the Right of Way Agreement with Ricochet Networks, Inc. (RNI).

#### **Summary Statement:**

- Ricochet Networks, Inc., under new ownership, has requested that the City agree to a new Right of Way Agreement, so that RNI can reactivate the wireless high speed Internet service network in Westminster.
- The service provided by RNI is needed in Westminster for businesses that use high-speed Internet services as well as mobile high-speed Internet services. This Right of Way Agreement is based on the Greater Metropolitan Telecommunications Consortium (GMTC) model.
- RNI will provide free equipment and monthly service for public safety use.

**Expenditure Required:** \$ 0

**Source of Funds:**



**Policy Issue**

Should City Council approve a non-exclusive Right of Way Use Agreement with RNI?

**Alternative**

Deny the use agreement. This is not a good alternative, as it would deprive Westminster citizens and businesses an additional source for high speed electronic data transfer services.

**Background Information**

In April 2000, City Council authorized a Right of Way Agreement with Metricom, Inc., which allowed wireless Internet services in Westminster. The service, distributed through antennas mounted on Public Service light poles, was an alternative to Internet services provided by AT&T and Qwest. Metricom, Inc. entered bankruptcy proceedings and abandoned the pole top radio equipment. RNI purchased the intellectual property necessary to operate the abandoned radios, and has requested a right of way use agreement for the purpose of operating the network in the City.

RNI negotiated the attached agreement with the GMTC. Under State and Federal rules, RNI is not required to have a franchise or pay franchise fees. However, in lieu of payments, RNI has agreed to provide free equipment and ongoing services for the Public Safety Computer Aided Dispatch System. This agreement will provide up to \$7,700 in equipment and \$35,000 per year in ongoing services for the City of Westminster. The agreement has been reviewed by the City Attorney's Office.

An additional benefit of this agreement is that it provides an alternative vendor for high-speed Internet services and mobile wireless Internet services. Economic Development staff has had ongoing requests for this type of service in the City.

Impacts of this service are very minimal. The pole top radios are approximately the size of a shoebox and are mounted on the arm of light poles. Although there may be a few additional antennas needed, the majority of antennas are in place.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**APPENDIX A**

**RICOCHET GOVERNMENT VOLUME  
DISCOUNT PROGRAM**

Government entities are eligible for volume discounts based on their total number of Ricochet Service subscriptions. The City must apply for a Ricochet Master Account with direct billing of all users under the volume discount purchase. The discount will be applied as a line item on the monthly invoice based on the total number of subscriptions.

RNI reserves the right to change the pricing or discounts at any time provided a 30-day advance written notice is given to users. RNI may change our policies and operating procedures at any time. Prices and availability of Ricochet Products and Services may vary from time to time. RNI does not offer term discounts or demand term commitments at this time.

**1. Ricochet Government Volume Discount Program Rate Schedule**

| PRICE PLAN | NAME   | SUGGESTED<br>RETAIL MODEM<br>PRICE | MONTHLY<br>SERVICE PRICE |
|------------|--|------------------------------------|--------------------------|
| GVD09      | GOVT VOLUME DISCOUNT 0-9 MODEMS - STANDARD SERVICE   | \$ 99.95                           | \$ 44.95                 |
| GVD1049    | GOVT VOLUME DISCOUNT 10-49 MODEMS - STANDARD SERVICE | \$ 99.95                           | \$ 40.95                 |
| GVD5099    | GOVT VOLUME DISCOUNT 50-99 MODEMS - STANDARD SERVICE | \$ 99.95                           | \$ 37.95                 |
| GVD100     | GOVT VOLUME DISCOUNT 100+ MODEMS - STANDARD SERVICE  | \$ 99.95                           | \$ 34.95                 |
| GVD09NS    | GOVT VOLUME DISCOUNT 0-9 MODEMS - BASIC SERVICE      | \$ 99.95                           | \$ 41.00                 |
| GVD1049NS  | GOVT VOLUME DISCOUNT 10-49 MODEMS - BASIC SERVICE    | \$ 99.95                           | \$ 37.00                 |
| GVD5099NS  | GOVT VOLUME DISCOUNT 50-99 MODEMS - BASIC SERVICE    | \$ 99.95                           | \$ 34.00                 |
| GVD100NS   | GOVT VOLUME DISCOUNT 100+ MODEMS - BASIC SERVICE     | \$ 99.95                           | \$ 31.00                 |

**2. Ricochet Standard Service Description**

|                   |   |
|-------------------|---|
| Ricochet Modems*  | \$99.95<br>External or Internal PC card                     |
| Ricochet Service  | <b>See Volume Discount Rate Schedule</b><br>Unlimited usage |
| Activation Charge | None  |
| Internet Access   | Included  |
| Coverage          | As available in specific local market area                  |

|                    |  |
|--------------------|--|
| Roaming            | Unrestricted within specific local market area                   |
| E-Mail             | Up to 10 E-Mail accounts   |
| Personal Web Space | Up to 10 Mb  |
| Dial Plan          | National Dial Service included                                   |
| Customer Service   | 24x7 Customer Service Hotline & Comprehensive website assistance |

\* Upon activation, each modem will be assigned a minimum of one email address for network verification and tracking purposes. No modem rental options are being offered at this time.

Pricing does not include applicable state and local sales and use taxes. RNI reserves the right to change the pricing at any time upon 30-day advance written notice to users.

### 3. Ricochet Basic Service Description

Basic Service is available only to organizations purchasing multiple Ricochet modems and services under a volume discount rate schedule.

|                    |   |
|--------------------|---|
| Ricochet Modems    | \$99.95<br>External or Internal PC card                     |
| Ricochet Service   | <b>See Volume Discount Rate Schedule</b><br>Unlimited usage |
| Activation Charge  | None  |
| Internet Access    | None  |
| Coverage           | As available in specific local market area                  |
| Roaming            | Unrestricted within specific local market area              |
| E-Mail             | None  |
| Personal Web Space | None  |
| Dial Plan          | None  |
| Customer Service   | Internal IT Help desk to RNI Tech Support                   |

Pricing does not include applicable state and local sales and use taxes. RNI reserves the right to change the pricing at any time upon 30-day advance written notice to users.

#### 4. Equipment Price List

Ricochet modems will be sold with all necessary components to use the service. External modems will include USB and Serial port connectors, power cables and battery. PC card modems will include the antennae (if not integrated). Replacement cables, batteries and antennae (if applicable) will be available for purchase on the [www.ricochet.com](http://www.ricochet.com) website and/or through customer service.

Field Code Changed

#### 5. Shipping, Handling and Returned Merchandise

Shipping and handling fees will be added to each Modem order at the user's cost. A returned merchandise fee (RMA Fee) will be charged to the local Network Affiliate, Market Partner and/or RNI for modems returned to RNI by users in their Geographic Service Area (GSA).

| TYPE  | ITEM  | COST     |
|-------|---|----------|
| SHSUR | Shipping and Handling - Surface - 1st Modem                 | \$ 9.95  |
| SH2ND | Shipping and Handling - 2nd Day - 1st Modem                 | \$ 11.95 |
| SHOV  | Shipping and Handling - Overnight - 1st Modem               | \$ 15.95 |
| SHAM  | Shipping and Handling - Each Additional Modem Same Shipment | TBD      |
|       |   |          |

#### 6. Other Penalties and Fees

Penalties and Fees will be assessed in certain cases of Service cancellations, late payments and delinquent accounts. An activation fee of \$35.00 per account will be waived initially but may apply for users who have their service suspended for non-payment, credit or other reasons, and who subsequently want Service reactivated.

| TYPE  | FEE NAME                                    | PENALTY/FEE  |
|-------|---|--|
| ACTF  | Activation Fee (initially waived year 2002) | \$ 35.00   |
| RACT  | Re-Activation Fee                           | \$ 35.00   |
| NSF   | Not Sufficient Funds Fee                    | \$ 35.00   |
| LTP30 | Late Payment Fee - 30 days                  | 1 1/2% or maximum allowed                                    |
| LTP60 | Late Payment Fee - 60 days                  | 1 1/2% or maximum allowed                                    |
| LTP90 | Late Payment Fee - 90+ days                 | CANCEL SERVICE; 1 1/2% Monthly recurring until past due paid |
|       |   |  |
|       |   |  |

## **7. Future Ricochet Products and Services Pricing**

Future product and service options, such as roaming, class of service and enhanced speed, will be offered as they become available.

## USE AGREEMENT

THIS NONEXCLUSIVE RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of \_\_\_\_\_, 2002, (the "Effective Date"), and entered into by and between the **CITY OF WESTMINSTER**, a Colorado municipal corporation (the "City"), and **RICOCHET NETWORKS, INC.**, a Delaware corporation ("RNI").

### Recitals

A. RNI is in the business of constructing, maintaining, and operating a wireless digital data communications radio network known as the Ricochet® network, a network operated in accordance with regulations promulgated by the Federal Communications Commission, utilizing Radios (as defined in § 1.13 below) and related equipment certified by the Federal Communications Commission.

B. Subject to reasonable municipal regulations concerning the time, location, manner of attachment, installation, fees, and maintenance of its facilities, RNI has the right under federal and Colorado law to use Ricochet Radios in Public Rights-of-Way.

C. In order to deploy its radios, Metricom entered into a Right-of-Way Use Agreement with the City of Westminster

D. In proceedings in the United States Bankruptcy Court, Northern District of California, San Jose Division, Case No. 01-53291-ASW (Weissbrodt, J.), Metricom abandoned Pole Top Radio ("PTR") equipment.

E. In the Metricom bankruptcy proceedings, RNI purchased the intellectual property necessary to operate the abandoned Radios.

F. RNI wishes to locate, place, attach, install, operate, and maintain Radios on facilities owned by the City, as well as facilities owned by third parties, located in the Public Rights-of-Way of the City for purposes of operating Ricochet®.

### Agreement

**Now, therefore**, in consideration of the terms and conditions contained herein, the parties agree to the following:

**Definitions.** The following definitions shall apply generally to the provisions of this Use Agreement:

**Agency.** "Agency" means any governmental or quasi-governmental agency other than the City, including the Federal Communications Commission and the PUC (as such term is defined in § 1.12 below).

**Basic Service.** "Basic Service" means the RNI service bundle that includes unlimited Ricochet Service in the local coverage area, Internet access, and Tier II customer service. The Basic Service bundle does not include email, dial plan, or personal web space.

**City.** "City" means the City of Westminster.

**Installation Date.** "Installation Date" shall mean the date that the first New Radio is installed by RNI pursuant to this Use Agreement.

**Laws.** "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement, in effect either as of the Effective Date or at any time during the presence of Radios in the Public Rights-of-Way.

**New.** "New" means not currently installed.

**Maintenance.** "Maintenance" means keeping the existing PTRs and New PTRs that may be installed during the term of this Agreement, operational and maintained in a workmanlike fashion in the normal course of business.

**Municipal Facilities.** "Municipal Facilities" means City-owned street light poles, lighting fixtures, electroliers, or other City-owned structures located within the Public Rights-of-Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

**Person.** "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business entity or association.

**Provision.** "Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Use Agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by any party to this Use Agreement. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

**Public Right-of-Way.** "Public Right-of-Way" means the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, and bridges, including all public utility easements and dedicated public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include state or federal rights-of-way or any

property owned by any Person or Agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency.

**PUC.** "PUC" means the Colorado Public Utilities Commission.

**Radio.** "Radio" means the radio equipment, whether referred to singly or collectively, to be operated by RNI hereunder.

**Ricochet.** "Ricochet", "Ricochet®" or "Ricochet MCDN®" means the Ricochet® MicroCellular Digital Network, a wireless, microcellular digital radio communications network owned and operated by RNI.

**RNI.** "RNI" means Ricochet Networks, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

**Services.** "Services" means the wireless digital communications services provided to end users by RNI through the Ricochet network operated by RNI.

**Standard Service.** "Standard Service" means the RNI service bundle that includes unlimited Ricochet Service in the local coverage area, Internet access, no activation charges, 10 email accounts, 10 Mb of personal web space, dial plan and Tier I customer service.

**Tier I Customer Service.** "Tier I Customer Service" means support services on a 24-hour basis and covers all interactions with end users.

**Tier II Customer Service.** "Tier II Customer Service" means support services on a technical representative to technical representative basis from 7:30 a.m. through 7:30 p.m. Mountain Time, Monday through Friday.

**Use Agreement.** "Use Agreement" means this Nonexclusive Right-of-Way Use Agreement and may also refer to the associated right to encroach upon the Public Rights-of-Way conferred hereunder.

**Term.** This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Effective Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless either party notifies the other of its intention not to renew not less than sixty (60) calendar days prior to commencement of the relevant renewal term.

#### **Scope of Use Agreement.**

**Rights Granted.** Any and all rights expressly granted to RNI under this Use Agreement, which shall be exercised at RNI's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Rights-of-Way and shall be further subject to all deeds, easements, dedications, conditions, franchises, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in RNI a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement may, at the City's option, be subject to the reasonable prior review and approval of the City. To the extent that any provision of this Use Agreement conflicts with any City ordinance of general applicability, the provisions of the ordinance shall control, unless specifically noted otherwise herein.

**Use of Abandoned Radios.** RNI shall have access to and the exclusive right to operate existing Radios attached to street light poles or located on City rights-of-way or City owned buildings or facilities or removed from City Rights-of-Way or City owned buildings or facilities and in the possession of the City during the term of this Agreement. The exclusive right to operate described in this Section is limited to any interest the City may have in such abandoned radios. RNI understands that the City cannot guaranty what claims, if any, other parties may make with respect to such abandoned radios.

**Attachment to Municipal Facilities.** The City shall, when reasonably possible, make available under a barter relationship Municipal Facilities if necessary for the operation of the Ricochet Network. Upon consummating a mutually agreeable barter arrangement, the City shall authorize and permit RNI to enter upon the Public Rights-of-Way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace in or on Municipal Facilities for the purposes of operating Ricochet and providing Services to Persons located within or without the limits of the City. In addition, subject to the provisions of Section 4.3 below, RNI shall have the right, after negotiating the compensation therefore, to draw electricity for the operation of the Radios from the power source associated with each such attachment to Municipal Facilities. The placement of any other equipment upon Municipal Facilities shall require prior approval by the City.

**Attachment to Third-Party Property.** Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits RNI to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on poles

or other structures owned by public utility companies or other property owners located within the Public Rights-of-Way as may be permitted by the public utility company or property owner, as the case may be. RNI shall furnish to the City documentation of such permission from the individual utility or property owner responsible. City agrees to cooperate with RNI, at no cost or expense to City, in obtaining where necessary the consents of third-party owners of property located in the Public Rights-of-Way. By agreeing to cooperate, the City is indicating its willingness to communicate its approval of the use of the Public Rights-of-Way. The City is not expected to expend substantive staff time in providing this cooperation.

**No Interference.** RNI in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all private and Public Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, traffic signalization, and other existing telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. RNI will correct any interference problems attributed to its Radios within forty-eight (48) hours of notification by the City; provided, however, that in cases of emergency or immediate threat to public safety, as determined in the sole discretion of the City, the City may shut down any RNI facilities and shall immediately notify RNI of the action taken.

**Compliance with Laws.** RNI shall comply with all Laws in the exercise and performance of its rights and obligations under this Use Agreement.  
Obtaining Required Permits.

The City shall reinstate all permits and other authorizations as necessary for existing Radios on City and Public Rights-of-Way that may have been granted to Metricom, if any; and cooperate and facilitate new permits and authorizations necessary to operate the existing network and/or expand the network within the City.

If the attachment, installation, operation, maintenance, or location of additional Radios in the Public Rights-of-Way shall require any permits, RNI shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees. City shall promptly respond in accordance with its standard practices to RNI's requests for permits and shall otherwise cooperate with RNI in facilitating the deployment of Ricochet in the Public Rights-of-Way in a reasonable and timely manner. The proposed locations of RNI's planned initial installation of Radios shall be provided to the City promptly after RNI's review of available City maps and prior to deployment of the Radios. RNI agrees to meet with the City annually or as otherwise needed to discuss the company's forthcoming projects and installations.

**Notice of Location of Radios.** Upon the completion of any new installation, RNI promptly shall furnish to the City suitable documentation showing the exact location of the New Radios in the Public Right-of-Way. Use Agreement Extends Only to the Use, Installation, and Maintenance of Radios. The rights granted RNI under this Use Agreement extend only to the use, installation, and maintenance of the Radios described herein on Municipal Facilities in the manner described herein or on third-party property in the manner provided in Section 3.3 and does not create any right to install different or additional communications facilities in the Public Rights-of-Way or on Municipal Facilities or on third-party property. Under no circumstances is the closing, excavation, or opening of any Public Right-of-Way authorized or permitted under this Use Agreement.

**Exclusion of Certain Municipal Facilities.** Prior to the installation of New Radios on Municipal Facilities, and after it provides the City with its proposed locations for installation of New Radios on Municipal Facilities, the City may in its discretion designate certain Municipal Facilities to be excluded from those on which Radios may be installed by RNI, including but not limited to ornamental or similar specially-designed street lights, or other Municipal Facilities which, in the reasonable judgment of the City's Director of Public Works or his designee do not have electrical service adequate or appropriate for RNI's Radios or cannot safely bear the weight or wind loading caused by the presence of RNI's Radios, or any other Municipal Facility that in the reasonable judgment of the City's Director of Public Works or his or her designee is incompatible with the Radios or would be rendered unsafe or unstable by the installation of Radios.

**No Introduction of Hazardous Materials.** RNI represents and warrants that its use of the Public Rights-of-Way and Municipal Facilities, and its use and/or installation of Radios as provided herein, will not introduce or generate any hazardous substance (as defined under any state or federal law), and that it



will not store or dispose on the Public Right-of-Way or Municipal Facilities, nor transport to or over the Public Right-of-Way or Municipal Facilities any hazardous substance (as defined under any state or federal law).

**Compensation; Discounts; Utility charges.** RNI shall be solely responsible for the payment of all lawful charges in connection with RNI's performance under this Use Agreement, including those set forth below.

**Electricity Charges.** RNI shall be solely responsible for the payment of all electrical utility charges and connection charges to the applicable utility company based upon the Radios' usage of electricity and applicable tariffs. RNI agrees to reimburse the City for any additional electrical utility charges incurred by the City solely based upon attachment of the Radios, provided the City shall furnish to RNI sufficient documentation from the utility company indicating with reasonable certainty that the additional charge was directly attributable to RNI's Radios.

**Ricochet Service Discounts.** In addition to the modems and subscriptions provided pursuant to Section 4.4, the City is eligible to participate in the Ricochet Government Volume Discount Program. Ricochet modems and services must be purchased and billed through an individual City master account(s) in order to qualify for the Government Volume Discount Program. City may obtain Ricochet modems and services according to the pricing, terms and conditions of the Ricochet Government Volume Discount Program shown in attached Exhibit A.

**Reimbursement of City's Expenses.** RNI shall reimburse the City at City's standard rates for all reasonable expenses relating to the preparation, issuance, and implementation of this Use Agreement promptly upon receipt of bills, paid invoices, and such other documentation, as RNI shall reasonably require.

**Government and Public Safety Uses.** RNI shall provide to the City, without charge, 77 Ricochet modems and an equal number of Ricochet Basic Service subscriptions, to be utilized for government use and public safety applications. The City's right to use the subscriptions shall commence at the time that Ricochet service is commercially available in the City and shall extend until the expiration of the term of this Use Agreement and any renewal hereof. Users of City's subscriptions, regardless of the manner in which they were obtained, shall be governed by the same standard Ricochet terms and conditions of use applicable to other users. The City shall use at least seventy-five percent (75%) of all Basic Service subscriptions provided pursuant to this section solely for its own public safety use and shall not be entitled to resell, distribute, or otherwise permit the use of same by any other person, except a local entity that provides public safety services within the corporate boundaries of the City (i.e., school safety personnel, police departments, emergency medical departments, fire departments, etc.). The level of benefits and service provided to City by RNI as Basic Service shall not be diminished or reduced during the term of this Use Agreement or renewal thereof or prior to its cancellation or termination, as the case may be.

#### **Relocation of Radios.**

**Relocation at City's Request.** RNI understands and acknowledges that City may require RNI to relocate one or more of its Radios, and RNI shall at City's direction relocate such Radios at RNI's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Radio is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other Municipal Facilities; (c) to protect or preserve the public health or safety; or (d) because the Radio has been abandoned. In any such case, and to the extent practicable in connection with the City's plans, City shall use its best efforts to afford RNI a reasonably equivalent alternate location. If RNI shall fail to relocate any Radios as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to remove the Radios at RNI's sole cost and expense, without further notice to RNI.

**Relocations at RNI's Request.** In the event RNI desires to relocate any Radios from one Municipal Facility to another, RNI shall so advise City. To the extent that another Municipal Facility is available, City will use its best efforts to accommodate RNI by permitting relocation of Radios to such other Municipal Facility in accordance with and subject to the terms and conditions of this Use Agreement.

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**Damage To Public Way.** Whenever the installation, repair, removal or relocation of Radios is required or permitted under this Use Agreement, and such removal or relocation shall cause the public way to be damaged, RNI, at its sole cost and expense, shall promptly repair the public way, normal wear and tear

excepted. If RNI does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to RNI, to perform or cause to be performed such reasonable and necessary work on behalf of RNI and to charge RNI for the direct costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment and supporting documentation by the City, RNI shall promptly reimburse the City for such costs. RNI shall act diligently and without delay to repair, regardless of time of day, any safety hazard that occurs involving RNI's Radios and plant.

#### **Indemnification and Waiver.**

**Indemnification.** RNI agrees to indemnify, defend, protect, and hold harmless the City, its officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from RNI's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its officers, employees, agents, or contractors.

**Waiver of Claims.** RNI waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Radios or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

**Limitation of City's Liability.** The City shall be liable only for the cost of repair to damaged Radios arising from the negligence or willful misconduct of the City, its employees, agents, or contractors.

**Defense.** RNI shall have the right to defend the City with regard to all damages and penalties arising in any way out of the exercise of any rights in this Use Agreement. Within thirty (30) days after receipt of same by the City attorney, the City will provide notice to RNI of the assertion of any claim or action arising out of the exercise by RNI of its rights under this Use Agreement. RNI will be allowed, at its own expense, to appear and defend or assist in the defense of such claims.

#### **Insurance.**

**General Liability and Automobile Insurance.** RNI shall obtain and maintain at all times during the term of this Use Agreement commercial general liability insurance with a One Million Dollars (\$1,000,000) per occurrence limit and Two Million Dollars (\$2,000,000) annual aggregate limit. Such general liability coverage shall cover bodily injury, property damage, products-completed operations and personal injury. RNI shall also obtain and maintain commercial automobile liability insurance with a One Million Dollars (\$1,000,000) combined single limit. Such insurance policies shall list the City, and its employees as additional insureds as respects any covered liability arising out of RNI's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. When an umbrella or excess coverage is in effect, the umbrella coverage shall be the same as the primary coverage. Such insurance shall not be canceled or materially altered to reduce the policy limits until the City has received at least thirty (30) days' advance written notice of such cancellation or change. RNI shall be responsible for notifying the City of such change or cancellation.

**Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this Use Agreement, RNI shall file with the City the required original certificate(s) of insurance with endorsements, which shall clearly state all of the following:

the policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts;

that the City shall receive thirty (30) days' prior notice of cancellation; and

that RNI's insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in Section 8 below.

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**Workers' Compensation Insurance.** RNI shall obtain and maintain at all times during the term of this Use Agreement statutorily required workers' compensation insurance for any of its employees and shall furnish the City with a certificate showing proof of such coverage.

**Insurer Criteria.** Any insurance provider of RNI shall be admitted and authorized to do business in the State of Colorado and shall be rated at least B+:XIII in *A.M. Best & Company's Insurance Guide*. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

**Severability of Interest.** Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Cross liability," "severability of interest," or "separation of insureds" clauses shall be made a part of the commercial general liability and commercial automobile liability policies.

#### **Notices.**

**Form of Notice and Notice Address.** All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

*if to the City:*

City of Westminster  
Attn: Gary Casner  
Senior Telecommunications Administrator  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

*if to RNI:*

RNI, Inc.  
Attn: Legal Counsel  
1400 Glenarm Place, Suite 100  
Denver, CO 80202

**Date of Notices; Changing Notice Address.** Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

#### **Termination.**

**Notice; Rights of Termination.** This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term. Notwithstanding the provisions regarding the opportunity to cure defaults, the City may terminate this Use Agreement if (a) RNI becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt; (b) RNI attempts to or does practice any fraud or deceit in its conduct or relations with the City under this Use Agreement; or (c) the City condemns substantially all of the property of RNI within the City by lawful exercise of eminent domain.

**Economic Viability.** This Use Agreement may be terminated by RNI upon forty-five (45) days' prior written notice to City if the City should not prove to be an economically viable market.

**Removal or Acquisition of Equipment/Waiver of Bond.** In the event of termination of this Use Agreement for any reason, RNI shall remove its Radios and any other related equipment from the Public Rights of Way within thirty (30) days of the City's request. Alternatively, and in the City's sole discretion, if RNI exercises its rights under Section 9.2 or is involved in a voluntary or involuntary bankruptcy under the Bankruptcy Act which results in RNI proceeding to liquidation without a purchaser assuming this Agreement, the ownership of all Radios placed in the Public Rights of Way after the execution of this

Agreement, and any related equipment shall automatically transfer to the City. RNI acknowledges that it is the City's usual and customary practice to require the posting of a bond or other financial security to guaranty available resources to cover costs of removal of facilities in Public Rights of Way, and any other costs relating to a company's use of Public Rights of Way. Notwithstanding this requirement, and in consideration of the free modems and subscriptions described in Section 4.4, the conditions for transfer of the Radios, the escrow and grant of the option to purchase the non-exclusive license described in Section 9.4, no bond or other financial security shall be required of RNI.

**Conveyance of License and Technology in Event of Termination.** In the event that RNI exercises its rights under Section 9.2 or is involved in a voluntary or involuntary bankruptcy under the Bankruptcy Act which results in the discontinuance of Ricochet service in the City, RNI hereby grants to the City the unilateral and irrevocable right, to be exercised within one hundred twenty (120) days after notice to the City from RNI, to purchase, at a fair market value, a non-exclusive license and right to use the Ricochet technology needed to conduct City municipal business within the boundaries of the City. Upon RNI's exercise of its rights under Section 9.2 or upon any action within a voluntary or involuntary bankruptcy under the Bankruptcy Act where service is proposed to be discontinued, the City shall have such a nonexclusive license and right to use the Ricochet technology. This right shall expire after one hundred twenty (120) days following RNI notice to the City as described above, or after a fair market value for the license is determined, and a license agreement becomes effective, whichever is longer. RNI will, within sixty (60) days after this Use Agreement becomes effective, deposit with a third party escrow agent, designated by RNI, source codes corresponding to the Ricochet Technology and any additional information and RNI proprietary software that the City would require to maintain and operate the Network for internal communication. Modified source codes and/or proprietary software will be delivered to the escrow agent during the term of this Agreement and any renewal hereof, within sixty (60) days of modification. The escrow will provide that the source code, documentation and proprietary software will be delivered to the City pursuant to this Section 9.4.

**Assignment.** This Use Agreement shall not be assigned by RNI to any party, other than to a subsidiary, or parent of RNI upon corporate reorganization, or an affiliate entity, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event RNI assigns the Use Agreement to a subsidiary, parent or affiliate entity, RNI shall provide the City with notice of such assignment and shall provide the City with relevant information about the assignee's qualifications. Any such subsidiary, parent or affiliate entity will continue to provide the Services to the City required by this Use Agreement.

**Miscellaneous Provisions.** The provisions that follow shall apply generally to the obligations of the parties under this Use Agreement.

**Nonexclusive Use.** RNI understands that this Use Agreement does not provide RNI with exclusive use of the Public Right-of-Way or any Municipal Facility and that City shall have the right to permit other providers of information or communications services to install equipment or devices in the Public Right-of-Way and on Municipal Facilities.

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**Amendment of Use Agreement.** This Use Agreement may not be amended except pursuant to a written instrument signed by both parties in the same manner as this Use Agreement.

**Severability of Provisions.** If any one or more of the Provisions of this Use Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each Provision hereof irrespective of the fact that any one or more Provisions be declared illegal, invalid or unconstitutional.

**Contacting RNI.** RNI shall be available to the staff employees of any City department having jurisdiction over RNI's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Radios. The City may contact by telephone the network control center operator regarding such problems or complaints.

**Venue; Governing Law.** This Use Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflict of law principles. Venue for any legal action brought hereunder shall be in the District Court, County of Adams, State of Colorado.

**Exhibits.** All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement and shall be deemed part of this Use Agreement.

**Successors and Assigns.** This Use Agreement is binding upon the successors and assigns of the parties hereto.

**Advice of Displacement.** To the extent the City has actual knowledge thereof, the City will attempt to promptly inform RNI of the displacement or removal of any Municipal Facility on which any Radio is located.

**Consent Criteria.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

**Waiver of Breach.** The waiver by either party of any breach or violation of any Provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Use Agreement.

**Representations and Warranties.** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in Section 3.4 above.

**Entire Agreement.** This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement, which are not fully expressed herein.

**In witness whereof,** and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

ATTEST:  
\_\_\_\_\_

CITY OF WESTMINSTER  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
By: \_\_\_\_\_

RICOCHET NETWORKS, INC.  
Taxpayer (IRS) Identification No. 84-1602594  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**Subject:** Purchase of Laboratory Information Management System (LIMS)

**Prepared by:** Kipp Scott, Water Quality Administrator

**Recommended City Council Action**

Authorize the City Manager to execute a contract with TRIBAL Software for purchase of a Laboratory Information Management System (LIMS) as specified in the request for proposals; authorize a total project budget of \$72,650 to include purchase of the LIMS software and associated equipment (hardware and software) to complete the LIMS installation.

**Summary Statement**

- LIMS is a software package designed to accept chemistry and microbiological data in a standardized format. LIMS provides a consistent method of storing, retrieving, trending and reporting laboratory information. LIMS contains security and quality control protocols that maintain the integrity of the data during input and over time.
- This project consists of purchasing and installing LIMS software on a new server and associated software/hardware to integrate current laboratory equipment into the LIMS.
- LIMS is intended to consolidate all water quality analytical data into a similar database. Current practice is that data is in many different formats: ACCESS, EXCEL, other formats, and hard copy.
- A Request for Proposal was issued and formal bids were received on October 25. A total of three firms bid on this project.
- The lowest responsible bid was received from TRIBAL Software. TRIBAL has provided similar LIMS for the Cities of Broomfield, Northglenn, Golden, Boulder, Cheyenne Wyoming, and Aurora.
- Funds for this project are available in the 2002 Utility Fund Capital Improvement Budget.
- City Council is requested to approve the purchase of the LIMS software from TRIBAL for the amount of \$48,260. In addition another \$24,390 is requested for the purchase of hardware and software to complete the LIMS installation.
- \$100,000 was approved in the 2002 Utility Capital Improvement Fund for this project.

**Expenditure Required:** \$72,650

**Source of Funds:** Utility Fund Capital Improvement Budget

**Policy Issue**

Should the City utilize funds to purchase a Laboratory Information Management System to consolidate water quality data into a central database with similar structure and conventions for all monitoring programs?

**Alternative**

The City could choose not to implement the LIMS at this time and continue to utilize the current methods of data storage.

**Background Information**

The project consists of purchase and installation of the LIMS software; purchase and installation of a new server to accommodate the software and associated data; purchase and installation of other instrument software to make the systems compatible with LIMS (this software would need to be purchased regardless of which LIMS vendor is chosen); purchase of a laptop PC for data entry, and associated programming costs to convert historical data into the new system.

The Water Quality work group, consisting of Semper and Big Dry Creek Staff, currently generates over 40,000 pieces of analytical data for 12 separate monitoring programs, annually. Historically, this data has been electronically stored in many different formats including ACCESS databases, EXCEL spreadsheets, and other electronic formats, based on the program the data was collected for. A large portion of the data is still archived on paper and is not readily accessible electronically. This project anticipates translation of 10 years of historical data into the LIMS.

In many cases, it is important to evaluate water quality data over long periods of time (ten or more years) to observe applicable trends in pollution or clean-up efforts. A consistent method of data storage will facilitate data retrieval and trending. It will simplify the electronic storage of data, reducing time involved in searching historical paper files.

The LIMS is also designed with pre-built report formats, trending capabilities, quality control limits, and is fully capable of exporting data to other programs for higher level statistical analysis.

Proposals for installation of the LIMS were received on October 25 and are listed below. The approved 2002 Utility Capital Improvement Budget has allocated \$100,000 for this project.

| <b>Firm</b>     | <b>Bid Amount</b> |
|-----------------|-------------------|
| TRIBAL Software | \$48,260          |
| CequeLogic      | \$63,348          |
| LABWORKS        | \$162,030         |

TRIBAL Software provided the lowest responsible bid and has completed several successful projects for other municipalities (Broomfield, Boulder, Northglenn, Golden, Aurora, Cheyenne). The City of Westminster has utilized TRIBAL Software to set up a shared database between the cities of Northglenn, Thornton and Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002

**SUBJECT:** Revised Employment Agreement with J. Brent McFall

**Prepared by:** Matt Lutkus, Deputy City Manager for Administration

**Recommended City Council Action**

Authorize the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2003 and 2004 with an effective date of January 1, 2003.

**Summary Statement**

- City Council is requested to approve a revised employment agreement with J. Brent McFall for services as City Manager for the two-year period beginning January 1, 2003.
- Under the proposed revised agreement, Mr. McFall's base salary will increase from \$146,558 to \$149,860, while City-paid deferred compensation will increase from \$11,000 to \$14,000. Mr. McFall's total compensation will increase an additional 2 percent on June 30, 2003, or \$1,639 for the balance of 2003, contingent on City Council's approval of this percentage increase for all employees, based on the availability of adequate City revenues.
- The above listed salary and deferred compensation contribution reflect City Council's positive appraisal of Mr. McFall's performance and Council's desire to maintain the City Manager's salary and deferred compensation at a level competitive with the prevailing pay rates for similar positions.
- The attached proposed agreement with Mr. McFall is identical to the current employment agreement with the exceptions of the revised compensation, the change in the effective dates for the contract, and an increase in the amount of severance paid in the event of Council's termination of Mr. McFall's employment prior to the end of the agreement. The amount of the severance pay will be equal to seven months of salary effective January 1, 2003, and increasing one month per year to a maximum of twelve months in 2008.

**Expenditure Required:** \$165,500, plus the cost of other fringe benefits as described in the attached employment agreement and assuming a 2 percent increase on June 30, 2003

**Source of Funds:** General Fund, City Manager's Office Budget



**Policy Issue**

Whether to continue essentially the same employment agreement with J. Brent McFall with a salary adjustment that reflects the prevailing rates of pay for similar positions.

**Alternatives**

Council could make further adjustments to the employment agreement with Mr. McFall.

**Background Information:**

J. Brent McFall has been employed as City Manager since May 21, 2001. His experience as a local government professional spans two and a half decades. His previous experience includes holding City Manager or City Administrator positions in Merriam, Kansas; Emporia, Kansas; Federal Way, Washington; and Kent, Washington. He has also served as a consultant and facilitator for Sumek Associates, conducting organizational development activities and facilitating strategic planning sessions with various cities. Mr. McFall is an active member of both the International City County Management Association and the Colorado/City County Managers' Association.

Both the fiscal crisis and the drought have been major challenges for the City during the past twelve months. Mr. McFall's accomplishments include taking proactive steps to address both situations. To address the budget shortfall, Mr. McFall implemented budget cuts, a hiring freeze, a freeze on selected capital projects, and a withholding of phased spending plan funds. Other accomplishments include the implementation of the City's first biennial budget; development of several business assistance packages; a strong focus on economic development prospects for the US 36 and I-25 corridors, City Center and South Westminster; revamping of the City's performance measurement program, the development of a Citywide Strategic Plan; City participation in the Integrated Emergency Management training course in Mt. Weather, Virginia; and improvements in intergovernmental relations especially with neighboring cities and Hyland Hills Recreation District. Under Mr. McFall's leadership, City Council - City Staff relations are excellent and the City as a whole continues to maintain a reputation as a customer-focused, progressive organization.

The proposed employment agreement with J. Brent McFall is identical to the current agreement that Council approved in November 2001 with exception of: the effective dates of the agreement, the change in salary and City paid deferred compensation, and changes in the employment severance provisions.

The revised agreement will provide for a base salary of \$149,860 and \$14,000 in City-paid deferred compensation. The base salary will be increased up to an amount equal to 2 percent of the combined salary and deferred compensation total on June 30, 2003, contingent upon City Council's approval of a mid-year increase for employees generally. The revised agreement also calls for the length of notice for termination during the contract period or months of severance pay in lieu of such notice to increase from the current six months to seven months in 2003 and to increase one month each year thereafter to a maximum of twelve month in 2008. A 2 percent increase on June 30, 2003 corresponds to an annual increase of \$3,277 or a \$1,639 pay increase for the last six months of 2003.

Consistent with the employment agreements with the Presiding Judge and City Attorney, this agreement will continue to cover a two-year time frame and includes a provision that the salary be reviewed annually. Funds are available in the City Manager's Office approved 2003-2004 Budget to provide for the salary and fringe benefits described in the agreement.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2003, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and J. BRENT McFALL, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of J. BRENT McFALL, as City Manager of the City of Westminster as provided by City Charter, Chapter IV, Section 7; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, and (4) provide a just means for terminating EMPLOYEE's services at such time as he may be unable to fully discharge his duties due to age or disability or when CITY may desire to otherwise terminate his employ; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### SECTION 1. DUTIES:

CITY hereby agrees to continue the employment of J. BRENT McFALL as City Manager of CITY to perform the duties and functions specified in Section 4.8 of the City Charter and such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

### SECTION 2. TERMS:

A. EMPLOYEE agrees to remain in the exclusive employ of CITY and EMPLOYEE will serve as City Manager from January 1, 2003 through December 31, 2004. Further, EMPLOYEE agrees not to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth below.

### SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides to exercise its right to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to give EMPLOYEE seven (7) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing seven (7) months, provided however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the seven (7) months' severance pay provisions herein.

C. The severance provisions contained in section A and B shall remain the same in 2004 except that the seven (7) months of notification or severance pay shall be increased to eight (8) months beginning January 1, 2004. Furthermore, it is Council's intent to increase the length of notice or the number of months of severance pay provided in lieu of such notice to nine (9) months on January 1, 2005, ten (10) months on January 1, 2006, eleven (11) months on January 1, 2007, and twelve (12) months on January 1, 2008.

D. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY sixty (60) days notice in advance in writing.

E. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this section.

#### SECTION 4. SALARY:

The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$149,860 payable in installments at the same time as other employees of the CITY are paid. In addition, the City will make a lump sum payment of \$14,000 to the EMPLOYEE's deferred compensation plan. The City further agrees to increase the annual rate of the combined total of salary and deferred compensation of the employee up to an additional 2 percent on June 30, 2003, contingent upon City Council's approval of a mid-year increase for employees generally.

CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31st of each year. Salary evaluation each year shall be at the discretion of the CITY.

#### SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the Council. Provided, that such consulting or other non-City connected business does not constitute a conflict of any nature with EMPLOYEE'S work as City Manager. City Council shall be the sole judge of such conflicts whose determination shall be final.

#### SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he shall have the exclusive use at all times during his employment with the CITY of an automobile provided to him by the EMPLOYEE. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. A monthly car allowance of \$500 shall be paid to EMPLOYEE to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

SECTION 8. PROFESSIONAL DEVELOPMENT:

CITY hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY, including but not limited to the International City/County Management Association, the Colorado Municipal League, and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member.

SECTION 9. GENERAL EXPENSES:

CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to all other Department Head level employees, except that when such benefits are in conflict with this contract, said contract shall control.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, longevity pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

SECTION 12. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.
- C. This agreement becomes effective on January 1, 2003 and shall be in effect through December 31, 2004.
- D. If any provision, or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.
- E. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.

F. The parties agree that this contract is entered into and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this agreement.

Approved by Westminster City Council on this 25th day of November, 2002.

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
J. Brent McFall

APPROVED AS TO FORM:

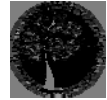
\_\_\_\_\_  
City Attorney



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Heritage Golf Course Irrigation Lake Improvements

**Prepared By:** Ken Watson, Recreation Facilities/Golf Manager  
Lance Johnson, Golf Course Superintendent

**Recommended City Council Action:**

City Council action is requested to authorize the City Manager to enter into a contract with Niebur Golf Inc. for the renovation of The Heritage Golf Course irrigation lake in the amount not to exceed \$335,000 and to authorize the City Manager to transfer \$125,000 from the Westminster Center Park CIP account and \$85,000 from the Water Utility Fund, Reclaimed Water System Construction CIP account to complete the project.

**Summary Statement:**

- The irrigation lake on Hole #18 is the sole storage area for non-potable water to irrigate the golf course.
- Severe weather conditions, such as high winds that create excessive wave action on the lake, were not anticipated in the original lake design. This in turn has resulted in a majority of the soil cover on the PVC liner to be eroded away, exposing the liner.
- Exposure of the liner has led to many punctures in the liner along the lake edge that cannot be repaired. This has caused an unsightly lake edge and the lake no longer contains water per the state regulations.
- City Council approved funds in the amount of \$150,000 in the 2002 CIP to renovate the lake edge.
- During a more detailed inspection, it was determined that in order to properly repair the lake it is necessary to replace the entire liner, rather than replacing only key areas, and it is also necessary to install a rock edge to add further stability to sections of the shoreline.
- The City solicited bids in October 2002, and Niebur Golf Inc. was low bidder with a price of \$193,373.50. Niebur Golf is the contractor that built the Heritage Golf Course. Niebur Golf's bid did not include a full liner or expansion of the lake.
- Public Works and Utilities also has an interest in this project and have investigated the option of enlarging the west end of the lake for an additional cost of \$85,000 to increase the overall storage capacity for reclaimed water.
- Adding a full liner, utilizing Public Works and Utilities funds to expand the lake and utilizing City Golf Staff to do portions of the construction project increases the construction costs to \$305,000. Adding a 10 percent contingency creates a total project cost of \$335,000.

**Expenditure Required:** \$ 335,000

**Source of Funds:** \$125,000 The Heritage Irrigation Improvements CIP  
\$125,000 Westminster Center Park CIP  
\$85,000 Water Utility Fund, Reclaimed Water System

**Policy Issue**

Does City Council wish to approve this project including the additional \$125,000 carryover funds from the Westminster Center Park project and \$85,000 from the Water Utility Fund to complete this project? This extra funding will allow for the complete renovation of the lake to include a new PVC liner, a grouted rock shoreline treatment on more than half the lake edge and an expansion of the lake to allow for more non-potable water storage.

**Alternatives**

City Council could direct Staff to reduce the project scope to match the available budgeted funds for this project. This would mean only partial replacement of the liner in key locations.

**Background Information**

Monies for this project were approved in the amount of \$150,000 in 2002. The original budget for this project was based on visual evaluation of the existing conditions with the goal that simple edge treatments would remedy the situation. After contracting an engineer for this project, it was determined that remedying the current problems along the lake edge would be more expensive than what was currently estimated.

Many alternatives were discussed, such as partial or full replacement of the liner. Varying edge treatments such as grouted rock, concrete edges and wetland shelves were considered. Consideration was also given to re-grading the entire lake and creating numerous peninsulas around the lake to buffer the edges from the wind. Staff also considered, in cooperation with Public Works and Utilities, expanding the size of the lake to accommodate more non-potable water storage area.

Many of these alternatives were included in the base bid. The bid that was produced identified three basic areas for improvement to attain the goal of keeping the original shape of the lake and incorporating a permanent lake edge treatment. These three areas included: original lake size or enlargement, normal or maximum draw-down of the lake level, and partial or full replacement of the PVC liner.

Bids were solicited and publicly advertised on the City's website. Three contractors picked up bid documents: Niebur Golf Inc., Valley Crest Landscape Development and Redstone Golf. On the day of bid opening, Redstone Golf called to inform the City they would not be turning in a bid package. The bid results were as follows:

Niebur Golf Inc. - \$193,373.50

Valleycrest Landscape and Development - \$269,628.05.

The low bid from the contractor included a partial replacement of the liner, a combination of grouted rock embankment and created wetland shelves and a normal draw-down. This low bid alternative came in at nearly \$68,000 over what was left in the original CIP approved budget. Staff evaluated the bid and has worked with the contractor to reduce and even eliminate portions of the bid. Currently, Staff from both the golf courses will be doing work that saves approximately \$44,000 from the original bid.

After reviewing the bid, the one alternative that has been increased in price is the replacement of the liner. The original bid was priced at a partial replacement cost of \$1.41 per square foot. Staff believes that it is likely that more liner could actually be damaged in areas that are not currently exposed. After re-bidding the liner in four separate areas (material, installation, removal of old liner, and new cover for the liner), we attained a cost of \$.505 a square foot to replace the entire liner. Even though this is a substantial increase for the cost of the liner, it meets three critical needs. First, if 16 percent of the liner that is currently not exposed needs to be replaced, then costs to replace only a portion of the liner will equal that of a new liner. Secondly, installation of a new liner at this juncture, combined with the planned edge treatments, will ensure that golf course staff will not have to revisit this project in the future. Thirdly, installing a completely new liner also allows us to meet our storage standards of non-potable water through the current state regulations.

Staff proposes that Council approve the transfer of \$125,000 from the Westminster Center Park CIP account into the Heritage Irrigation Improvements CIP account to allow for the completion of this project. The funds (\$150,000) designated for the Westminster Center Park in 2003 were for design and construction documents on this ten-acre park adjacent to City Hall. With the current economic conditions, Staff does not anticipate being able to fund construction of this site for several more years and is recommending the postponement of the design process to coincide closer to the construction phase.

Public Works and Utilities has determined that increasing the storage capacity of the lake will help with their future needs as they relate to the treatment plant facility. Funds totaling \$85,000 from Public Works and Utilities CIP fund will be used to cover all costs associated with the enlargement of the lake

This leaves us with four bid options:

- 1) Accept the low bid of \$197,373.50 with a contingency of 10 percent. The project could not be completed with a balance of \$125,000 left in the budget.
- 2) Accept the low bid with value engineered cost savings and make do with the available budgeted monies, which means only replacing key sections of liner along the very top edge of the pond and eliminating the rock edge and landscape treatments.
- 3) Accept the low bid with the value engineered cost savings and include the \$125,000 of carryover funds from the Parks CIP account for a total of \$250,000 with a 10 percent contingency already included. This would include a completely new liner, rock edge and wetland shelves, while keeping the pond the same size.
- 4) Accept the low bid with the value engineered cost savings coupled with the Park CIP fund carryover and include the \$85,000 from Public Works and Utilities to enlarge the lake. This would include a completely new liner, rock edge and wetland shelves and enlarging the lake size. This option would not delay the timetable for completing the project.

The Heritage Golf Course, as designed by Hurdzan/Fry Golf Course design, uses existing land grades, man-made forms and environmental areas to create a course that is both challenging and interesting for golfers of all skill levels.

The irrigation lake on Hole #18 is not only an integral part of the irrigation supply system to the golf course, but also the main focal point to Hole #18 as a challenging and memorable finishing hole. The current state of the eroded shoreline of this lake has greatly diminished the aesthetic look that was designed for the lake, including views from both the golf hole and the clubhouse.

The approval of this project will permanently secure the shoreline from future erosion and return the lake to its desired visual affect that was planned in the original golf course design.

Respectfully submitted,

J. Brent McFall  
City Manager





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Replacement computer lease purchase program for 2003

**Prepared By:** Karen Heckenbach, Systems Analyst III  
Robert Byerhof, Financial Analyst

**Recommended City Council Action:**

Authorize the City Manager to enter into a lease/purchase agreement in the amount of \$257,000 to fund the purchase of personal computers for the replacement and acquisition program in 2003.

**Summary Statement:**

City Council is being asked to approve the lease purchase of \$257,000 worth of personal computers (PCs) for the continuance of the replacement PC program that was approved by Council at their February 12, 2001, meeting. Approval of the 2003 lease purchase will:

- Purchase 181 PCs that will support new or upgraded software.
- Continue the on-going long-term replacement program.
- Provide essential tools to conduct the daily business of the City.
- Provide standardization across the City that reduces maintenance costs.

Authorization is requested at this time to comply with Colorado State Law regarding the waiting period required from time of passage to the date purchases can be made. Delivery will not occur until 2003.

**Expenditure Required:** \$257,000

**Source of Funds:** The purchase price of \$257,000 for the lease payments is included in the 2003 budget. The interest rate will be determined by the master lease agreement approved by Council on February 26, 2001.

## **Policy Issues**

Should the City continue the replacement and acquisition schedule of PCs approved by City Council on February 26, 2001?

## **Alternatives**

1. Cash finance the PC purchases. This option is not recommended. The replacement program using a lease purchase was implemented to smooth out the annual cost of replacing PCs. Prior to implementing the program, the exact budget for PC replacement was not known. As an example, if the program had not been implemented in 2001 there would have been 122 PCs that would not have been replaced under the previous cash funding method. All of the machines had reached their useful life and could not accommodate some of the software used in the City. By moving to a master lease concept, the replacements and new items can be scheduled and budgeted with certainty.
2. Discontinue the replacement computer program. This option is not recommended. Previous to implementing the replacement program the amount of money available for replacement of PCs fluctuated greatly and many of the machines could not accommodate some of the software used in the City. This led to unproductive duplication of work and effort. The replacement program has eliminated this problem to a large extent. Under the current schedule all PCs will be on a regular replacement cycle by 2004.

## **Background Information**

In 1985, the City of Westminster had approximately 15 personal computers installed in several departments, representing a total asset value of \$48,000. Because of the limited number of PCs in use during the mid-late 1980s, planning for and securing adequate budget for replacing these computers as they became obsolete was not difficult. During the 1990's, the City continued to place added emphasis on the use of PC's and purchased many PCs as Staff recognized the value that PCs offered in terms of internal communications, employee productivity and as tools to provide enhanced and efficient services for citizens and businesses. Currently, the City uses 792 personal computers throughout all departments, representing an investment of approximately \$1.84 million.

A survey by Information Technology (IT) Staff indicated there was a backlog of 122 PCs that were obsolete but were not scheduled for replacement in 2001. Staff members from the City Manager's Office, Information Technology and Finance analyzed various options to determine the best method to solve the obsolescence challenge. Given the significant number and value of computers in use by the City, lease purchase financing proved to be the most cost effective method to implement an on-going replacement and acquisition program. The expected results of the program were:

- 1) The City has stabilized the annual cost associated with PC hardware replacement.
- 2) The City has avoided technology obsolescence by establishing a regular replacement schedule and planned annual lease expense.
- 3) PCs have been standardized throughout the City, thus promoting efficiencies in maintenance.

The replacement program was implemented in 2001 using a master lease. The PCs purchased are on either a three- or four-year replacement cycle. Personal computers become obsolete for City use after three to four years, depending on user applications; when they no longer have adequate processing speed, when the hardware fails and/or when memory capacity or disk space is needed to support new or upgraded software. Minimum PC capacity and processing speed requirements increase as software vendors add more features and functionality to their products. PCs are essential tools that are used daily to conduct the business of the City. It is important that the technology be updated on a regular schedule in order to provide users with adequate performance, functionality and configuration to be compatible with new software applications.

The lease expense for replacement PCs will increase yearly until all City computers are included under the lease. PC lease expense for replacement PCs will stabilize in 2004. After 2004, lease expense would increase only when additional new PCs are added to the lease, or interest rates rise in future years.

In 2002, 169 PCs were purchased under the replacement program, which included desk and laptop computers, monitors, peripheral equipment, and software. Scheduled in 2003 to be purchased are 181 PCs along with associated hardware (monitors and drives), for a total estimated cost of \$257,000. The 2003 General Fund and Utility Fund budgets include funds for the lease payments of computers, associated hardware and related software.

Colorado State Law requires a thirty-day waiting period once the City Council passes a lease purchase authorization. Therefore, the request to authorize the lease purchase is being requested now so the thirty-day waiting period can begin. The PCs will not be ordered or received until 2003.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

## Agenda Memorandum

City Council Meeting  
November 25, 2002

**SUBJECT:** Ice Centre Intergovernmental Agreement amendment

**Prepared By:** Mary Ann Parrot, Finance Director

### Recommended City Council Action

Approve the “Third Amendment to Second Intergovernmental Agreement Between the City of Westminster and Hyland Hills Park and Recreation District concerning the operations and combined obligations reserve fund and equipment and capital reserve fund for the Westminster Promenade Ice Centre.

### Summary Statement

The City and Hyland Hills wish to revise sections 8.2 and 8.3 of the Intergovernmental Agreement concerning the operations and combined obligations reserve fund and equipment and capital reserve fund for the Westminster Promenade Ice Centre.

- In 1998, when the IGA between the City and Hyland Hills Park and Recreation District was adopted, the IGA contained provisions for two reserve funds in the Ice Centre financial management: an operating reserve and a capital reserve.
- The Operations and Combined Obligations Reserve (OCOR) was originally established at one year’s debt service, with the intent of covering shortfalls in the Ice Centre revenues for paying operational costs and COP payments.
- It is not necessary to keep this reserve at this level (\$1.035 million), based on operational experience of three full years (1999-2001), as the Ice Centre is paying its way, including servicing the COP payments.
- The Capital Replacement Reserve has not been funded. Instead, capital replacements are being funded out of current operating revenues. However, both the City and Hyland Hills recognize that in the future, capital replacements will need to be planned and financed with a sinking fund, and the capital replacement reserve needs to be built up over time.
- As with other capital financing decisions, the amount and timing of this reserve should be a management decision, and factored in with the annual operations of the Ice Centre.
- The attached resolution accomplishes two objectives, which Staff is recommending:
  - Reduce the OCOR from \$1.035 million to \$300,000.
  - Fund the Capital Replacement Reserve through the annual budgeting process.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should the City agree to amend the Intergovernmental Agreement by reducing the Operations and Combined Obligations Reserve Fund (OCOR) from 1.00 times the average annual Rental Obligations remaining on the Ice Arena financing (approximately \$1.035 million) to a fixed amount of \$300,000 and establishing the date of January 1 of each budget year that the amount of each party's 50 percent contribution to the Equipment and Capital Replacement Fund shall be made?

**Alternative**

1. Not approve the Third Amendment to the Intergovernmental Agreement. This is not recommended, as the size of the OCOR was established at the beginning of the operations of the Ice Centre and it was not known at the time how large this operating reserve needed to be. In the past three years of Ice Centre operations, the Ice Centre has "broken even", making revenues to meet its operating and debt service costs, as well as provide significant funds to needed capital improvements. Staff believes it will be adequate to reduce the operating reserve to \$300,000. It will be necessary to add to this fund reserve, as City Council and the Hyland Hills board of directors approved drawing it down from \$1.035 million when the COPs were issued in 1999, to \$75,000 in Year 2000, to accommodate the cost overruns on the construction of the facility.

2. Approve the amendment for an amount higher than \$300,000 for the OCOR, and a specific amount for the Capital Project Reserve. This alternative is also not recommended at this time, as Staff has evaluated the need for operating reserves and believes \$300,000 is adequate. In addition, the Ice Centre is currently funding selected capital improvements and replacement from operating funds, and Staff believes this amount is justifiably a management recommendation to be made based on the annual budgeting process, as is the practice with the City's and Hyland Hills capital decisions on an annual basis.

**Background Information**

The City and Hyland Hills entered into a Second Intergovernmental Agreement dated January 29, 1998, setting forth the basic terms under which they agreed to construct and finance the Sun Microsystems Ice Centre. The Agreement was further amended to create an operations and combined obligations reserve fund (OCOR) to cover any shortfalls in the operations and debt repayment of the Promenade Ice Centre. In addition, an equipment and capital reserve fund was established to provide an ongoing source of funds for capital replacement and major building system maintenance and replacement.

This Third Amendment reflects the parties' agreement to reduce the amount of the OCOR to the more reasonable level of \$300,000 and to agree on the process and timing for funding the equipment and capital reserve fund. Hyland Hills' Board approved this amendment on November 5, 2002.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**THIRD AMENDMENT  
TO THE SECOND INTERGOVERNMENTAL  
AGREEMENT  
BETWEEN THE CITY OF WESTMINSTER AND  
HYLAND HILLS PARK AND RECREATION DISTRICT  
CONCERNING  
THE WESTMINSTER PROMENADE ICE ARENA**

**THIS THIRD AMENDMENT TO THE SECOND INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2001, by and between the **CITY OF WESTMINSTER**, a Colorado home-rule municipality, the **HYLAND HILLS PARK AND RECREATION DISTRICT**, and the **HYLAND HILLS PARK AND RECREATION DISTRICT ENTERPRISE**.

**WHEREAS**, the parties did enter into a Second Intergovernmental Agreement dated January 29, 1998, setting forth the basic terms under which they agreed to construct and finance the Sun Microsystems Ice Centre, and

**WHEREAS**, the parties wish to amend some of the terms set forth in the Second Intergovernmental Agreement, and

**WHEREAS**, Section 11.4 of the Second Intergovernmental Agreement provides for amendments and modifications in writing and duly executed by all parties.

**NOW THEREFORE**, in consideration of the above premises, the mutual covenants set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree that the Second Intergovernmental Agreement is amended as follows:

**3.17 Ice Centre:** "Ice Centre" means the new Ice Centre as generally described in paragraphs 2.1 and 4 to be constructed on the Site as described herein.

**8.2 Operations and Combined Obligations Reserve Fund.** An Operations and Combined Obligations Reserve Fund shall be established outside of and separate from the Hyland Hills Enterprise. The Operations and Combined Obligations Reserve Fund shall be funded by equal yearly contributions from both the City and the Hyland Hills Enterprise, each in an amount equal to fifty percent (50%) of the yearly Ice Arena Net Revenues, until the amounts deposited in the Operations and Combined Obligations Reserve Fund equal Three Hundred Thousand Dollars (\$300,000). Such yearly contributions, if any, shall be due and payable no later than June 30 of each succeeding year. The purpose of the Operations and Combined Obligations Reserve Fund shall be (a) to cover Cost of Construction, and (b) to cover any Shortfalls in Ice Arena Gross Revenues to cover Operation and Maintenance Expenses or the annual Combined Obligations of the parties. This reserve is not intended to fund shortfalls resulting from Diversions. Hyland Hills Enterprise or Hyland Hills District will fund Diversions from the Diversion Reserve or other legally available funds unrelated to the Ice Arena. Any time the amount in the Operations and Combined Obligations Reserve Fund drops below Three Hundred Thousand Dollars (\$300,000), the parties shall contribute additional monies equivalent to their respective share of Ice Arena Net Revenues into the Operations and Combined Obligations Reserve Fund until said Fund is replenished to Three Hundred Thousand Dollars (\$300,000). The parties anticipate that revenue from sponsorships will accelerate the replenishment of the Operations and Combined Obligations Reserve Fund. Monies in the Operations and Combined Obligations Reserve Fund shall not be invested to violate paragraph 8.5.

**8.3 Equipment and Capital Reserve Fund.** An Equipment and Capital Reserve Fund shall be established outside of and separate from the Hyland Hills Enterprise and shall be included as part of the annual operating budget of the Enterprise to provide an ongoing source of funds for capital replacement and major building system maintenance and replacement. The amount of the Equipment and Capital Replacement Fund shall be determined annually as part of the budget process. Each party shall contribute fifty percent (50%) of such annual amount to the Equipment and Capital Reserve Fund by June 30 of the

succeeding year. The annual allocation of the contributions to the Operations and Combined Obligations Reserve Fund and the Equipment and Capital Reserve Fund shall be decided administratively by mutual agreement of the parties.

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

**CITY OF WESTMINSTER**

**HYLAND HILLS PARK AND  
RECREATION DISTRICT**

By \_\_\_\_\_  
J. Brent McFall  
City Manager

By \_\_\_\_\_  
Donald Van Arsdale  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Michele Kelley  
City Clerk

\_\_\_\_\_  
Glenn Axelson  
Assistant Secretary

Approved as to form:

Approved as to form:

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

\_\_\_\_\_

**HYLAND HILLS ENTERPRISE**

By \_\_\_\_\_  
Donald Van Arsdale  
President

ATTEST:

\_\_\_\_\_  
Glenn Axelson  
Assistant Secretary

Approved as to form:

\_\_\_\_\_



**City of Westminster and Hyland Hills Ice Operations**  
**Year by Year Comparison**  
**Years 1999 through 3rd qtr 2002**

|  | Jan - Dec<br>1999      | Jan - Dec<br>2000      | Jan - Dec<br>2001      | Jan - Sept<br>2002     |
|--|------------------------|------------------------|------------------------|------------------------|
|  | Year-to-date<br>Totals | Year-to-date<br>Totals | Year-to-date<br>Totals | Year-to-date<br>Totals |
| <b>iSun Microsystems Ice Centre</b>          |                        |                        |                        |                        |
| Revenues                                     | 1,654,761.73           | 2,839,055.91           | 3,086,926.27           | 2,218,006.88           |
| Expenses                                     | (1,219,139.95)         | (1,942,354.23)         | (2,082,207.88)         | (1,645,187.41)         |
| Less Cost of Goods Sold                      | -                      | (120,651.18)           | -                      | -                      |
| Ice Centre Net Surplus/(Deficit)             | <u>435,621.78</u>      | <u>776,050.50</u>      | <u>1,004,718.39</u>    | <u>572,819.47</u>      |
| <b>Hyland Hills Ice Arena</b>                |                        |                        |                        |                        |
| Revenues                                     | 329,587.46             | -                      | -                      | 30,000.00              |
| Expenses                                     | (225,921.15)           | (24,129.75)            | (13,012.47)            | (4,629.67)             |
| HH Ice Arena Net Surplus/(Deficit)           | <u>103,666.31</u>      | <u>(24,129.75)</u>     | <u>(13,012.47)</u>     | <u>25,370.33</u>       |
| Total Joint Ice Operations Surplus/(Deficit) | <u>539,288.09</u>      | <u>751,920.75</u>      | <u>991,705.92</u>      | <u>598,189.80</u>      |
| Less Debt Service Payments                   | (1,032,277.50)         | (1,034,115.00)         | (1,034,115.00)         | (1,034,115.00)         |
| Total Net Income/(Loss) with Debt payment    | <u>(492,989.41)</u>    | <u>(282,194.25)</u>    | <u>(42,409.08)</u>     | <u>(435,925.20)</u>    |
| Ice Centre sponsorships Revenue              | 471,341.62             | 263,000.00             | 269,900.00             | 113,400.00             |
| Total Net Income/(Loss)                      | <u>(21,647.79)</u>     | <u>(19,194.25)</u>     | <u>227,490.92</u>      | <u>(322,525.20)</u>    |



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 57 re MRA Systems, Inc. (d/b/a GE Access) Business Assistance Package

**Prepared By:** Becky Johnson, Economic Development Program Coordinator

**Recommended City Council Action**

Pass Councillor's Bill No. 57 on second reading authorizing the City Manager to execute and implement the business assistance agreement with MRA Systems, Inc. (d/b/a GE Access) the value of which totals \$226,500, and includes \$24,000 in permit fee rebates, \$63,000 in construction use tax rebates and \$49,500 in equipment use tax at move-in, and \$90,000 in equipment use tax rebates over the first three years of operation.

**Summary Statement**

- City Council action is requested to pass the attached Councillor's Bill on second reading that authorizes the execution of the attached business assistance agreement with GE Access.
- This assistance package is based upon the City's goal to attract quality companies to vacant space within the community.
- This Councillor's Bill was passed on first reading on November 11, 2002.

**Expenditure Required:** \$ 0

**Source of Funds:** The business assistance package to GE Access will be funded through permit fees, construction use tax, and equipment use tax directly generated from the tenant finish at Westmoor Technology Park.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 57

SERIES OF 2002

INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT WITH MRA SYSTEMS (d/b/a GE ACCESS) FOR THE OCCUPANCY OF EXISTING SPACE AT WESTMOOR TECHNOLOGY PARK IN WESTMINSTER

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to attract quality jobs and remain competitive with other local governments in creating assistance for occupancy of existing space in the City; and

WHEREAS, GE Access plans to lease 80,000 square feet of existing office space at Westmoor Technology Park in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and GE Access 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 an Assistance Agreement with GE Access 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 11th day of November 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of November 2002.

ATTEST:

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Mayor

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City Clerk



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 58 re New Plan Excel Realty Trust Business Assistance Package

**Prepared By:** Becky Johnson, Economic Development Program Coordinator

**Recommended City Council Action**

Pass Councilor's Bill No. 58 on second reading authorizing the City Manager to execute and implement the business assistance agreement with New Plan Excel Realty Trust (New Plan) which totals \$598,400, and includes \$4,800 in permit fee rebates, \$9,700 in construction use tax rebates, and \$10,900 in equipment use tax at move-in, and \$573,000 in sales tax rebates over the first five years of operation.

**Summary Statement**

- City Council action is requested to pass the attached Councillors Bill on second reading which authorizes the execution of the attached business assistance agreement with New Plan Excel Realty Trust, Inc. to help attract Gordmans clothing store to the Westminster City Center Marketplace Shopping Center.
- This assistance package is based upon the City's goal to generate additional sales tax revenue and support the filling of existing retail space.
- The addition of Gordmans will contribute to the vitality of City Center Marketplace.
- This Councillor's Bill was passed on first reading November 11, 2002.

**Expenditure Required:** \$ 0

**Source of Funds:** The business assistance package to New Plan will be funded through revenue received from permit fees, construction use tax, equipment use tax, and sales tax directly generated from Gordmans tenant finish and occupancy in Westminster City Center Marketplace Shopping Center.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **58**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT  
WITH NEW PLAN EXCEL REALTY TRUST, INC.  
FOR THE OCCUPANCY OF GORDMANS IN EXISTING SPACE AT  
WESTMINSTER CENTER MARKETPLACE SHOPPING CENTER**

WHEREAS, the successful attraction and retention of high quality retail development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to generate additional sales tax revenue and remain competitive with other local governments in creating assistance for occupancy of existing retail space in the City; and

WHEREAS, New Plan Excel Realty Trust, Inc. plans to lease 53,000 square feet of existing retail space to Gordmans at Westminster City Center Marketplace Shopping Center, and

WHEREAS, a proposed Assistance Agreement between the City and New Plan Excel Realty Trust, Inc. 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 an Assistance Agreement with New Plan Excel Realty Trust, Inc. 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 11th day of November 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25<sup>th</sup> day of November 2002.

ATTEST:

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Mayor

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City Clerk



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 59 re H&H Enterprises Business Assistance Package

**Prepared By:** Becky Johnson, Economic Development Program Coordinator

**Recommended City Council Action**

Pass Councilor's Bill No. 59 on second reading authorizing the City Manager to execute the implement the business assistance agreement with H&H Enterprises, in the amount of \$7,300, which includes permit fee rebates, construction use tax rebates and equipment use tax at move-in.

**Summary Statement**

- City Council action is requested to pass the attached Councilors Bill on second reading, which authorizes the execution of the attached business assistance agreement with H&H Enterprises.
- This assistance package is based upon the City's goal to retain quality companies within the community and validate the City's commitment to job retention.
- H&H Enterprises is located in south Westminster at 7131 Irving Street. The primary purpose of this assistance package is to encourage the expansion of this business and provide basic employment growth in south Westminster.
- Staff has worked with Adams County Economic Development and is proposing an additional assistance package from the County based upon retaining H&H Enterprises in the City of Westminster and Adams County.
- This Councillor's Bill was passed on first reading on November 11, 2002.

**Expenditure Required: \$ 0**

Source of Funds: The business assistance package to H&H Enterprises will be funded through permit fees, construction use tax, and equipment use tax directly generated from H&H Enterprises construction of their new facility at 71<sup>st</sup> and Irving in south Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **59**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT  
WITH H&H ENTEPRISES, INC. FOR THE CONSTRUCTION OF A NEW WAREHOUSE  
FACILITY IN SOUTH WESTMINSTER**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and 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 high quality development to locate in the City; and

WHEREAS, H&H Enterprises, Inc. plans to lease 7,500 square feet of warehouse at 71<sup>st</sup> and Irving in south Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and H&H Enterprises, Inc. 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 an Assistance Agreement with H&H Enterprises, Inc. 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 11th day of November 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25<sup>th</sup> day of November 2002.

ATTEST:

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Mayor

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City Clerk



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 61 re Un-appropriation of Capital Improvement Program (CIP) Projects

**Prepared By:** Barbara Gadecki, Assistant to the City Manager

**Recommended City Council Action:**

Pass Councillor's Bill No. 61 on second reading un-appropriating \$1,365,000 in the General Capital Improvement Fund for eight projects in order to address Sales and Use Tax Fund revenue shortfalls being experienced in 2002.

**Summary Statement**

- City Council action is requested to pass the attached Councillors Bill on second reading, which officially reduces the projected revenues and authorized expenditures for 2002 for eight Capital Improvement Program (CIP) projects budgeted within the General Capital Improvement Fund.
- This action is necessary to address Sales and Use Tax Fund revenue shortfalls currently being experienced in 2002. By officially "un-appropriating" these projects, the transfer payment from the Sales and Use Tax Fund to the General Capital Improvement Fund will be reduced in order to maintain the current transfer payment into the General Fund for on-going operations.
- This Councillor's Bill was passed on first reading on November 11, 2002.

**Expenditure Required:** Reduction of \$1,365,000

**Source of Funds:** Sales & Use Tax Fund and General Capital Improvement Fund

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments



BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **61**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE DECREASING THE 2002 BUDGETS OF THE SALES & USE TAX AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2002 ESTIMATED REVENUES IN THESE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2002 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 2913 in the amount of \$10,305,000 is hereby decreased by \$1,365,000 which, when subtracted from the fund balance as of the City Council action on November 11, 2002 will equal \$18,310,935. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This decrease is due to the un-appropriation of funding of several capital improvement projects resulting from lower than anticipated sales tax revenues.

Section 2. The \$1,365,000 decrease in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

| Description   | Current Budget | Increase             | Final Budget |
|---|----------------|----------------------|--------------|
| <b>REVENUES</b>   |                |                      |              |
| Transfer from Sales & Use Tax 7500.45000.0530                           | \$2,500,000    | <u>\$(1,365,000)</u> | \$1,135,000  |
| Total Change to Revenues  |                | <u>\$(1,365,000)</u> |              |
| <b>EXPENSES</b>   |                |                      |              |
| City Hall Plaza Repair 80175050021.80400.8888                           | \$385,000      | \$(250,000)          | \$135,000    |
| New Development Participation<br>80175030011.80400.8888                 | 3,890,435      | (150,000)            | 3,740,435    |
| Sidewalk Connection 80175030151.80400.8888                              | 500,759        | (75,000)             | 425,759      |
| 98 <sup>th</sup> Ave Connection 80175030007.80400.8888                  | 450,000        | (350,000)            | 100,000      |
| Harmony Park/Amherst Connection<br>80275030502.80400.8888               | 182,000        | (90,000)             | 92,000       |
| 99 <sup>th</sup> Ave Wads to Railroad 80275030503.80400.8888            | 225,000        | (225,000)            | 0            |
| 104 <sup>th</sup> Ave & Sheridan Improvements<br>80175030198.80400.8888 | 252,300        | (150,000)            | 102,300      |
| Wesley Chapel Cemetery 80175050047.80400.8888                           | 125,000        | <u>(75,000)</u>      | 50,000       |
| Total Change to Expenditures  |                | <u>\$(1,365,000)</u> |              |

Section 3. The 2002 appropriation for the Sales & Use Tax Fund, initially appropriated by Ordinance No. 2913 in the amount of \$54,767,000 is hereby decreased by \$1,365,000 which, when subtracted from the fund balance as of the City Council action on November 11, 2002 will equal \$53,402,000. The actual amount in the Sales & Use Tax Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This decrease is due to the un-appropriation of sales tax revenue.

Section 4. The \$1,365,000 decrease in the Sales & Use Tax Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

| Description                          | Current Budget | Increase             | Final Budget |
|--------------------------------------|----------------|----------------------|--------------|
| REVENUES                             |                |                      |              |
| Sales Tax Returns 5300.40070.0000    | \$44,075,000   | <u>\$(1,365,000)</u> | \$42,710,000 |
| Total Change to Revenues             |                | <u>\$(1,365,000)</u> |              |
| EXPENSES                             |                |                      |              |
| Transfer to GCIP 53010900.79800.0750 | \$2,500,000    | <u>\$(1,365,000)</u> | \$1,135,000  |
| Total Change to Expenditures         |                | <u>\$(1,365,000)</u> |              |

Section 5. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

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

Section 7. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 11th day of November, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of November, 2002.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 62 re Vacation of Easements within the West 81<sup>st</sup> Place and Sheridan P.U.D. Subdivision

**Prepared By:** Mikele Wright, Senior Civil Engineer

**Recommended City Council Action:**

Pass Councillor's Bill No. 62 on second reading authorizing the vacation of portions of certain easements within the First Replat of the West 81<sup>st</sup> Place and Sheridan Subdivision.

**Summary Statement**

Pass the attached Councillor's Bill on second reading which authorizes the vacation of portions of certain easements within the First Replat of the West 81<sup>st</sup> Place and Sheridan Subdivision.

This Councillor's Bill was passed on first reading on November 11, 2002.

**Expenditure Required:** \$ 0

**Source of Funds:** Not applicable.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **62**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE VACATING PORTIONS OF A WATER LINE EASEMENT WITHIN WEST 81<sup>ST</sup> PLACE & SHERIDAN P.U.D. SUBDIVISION

WHEREAS, a certain easement was dedicated by the First Replat of West 81<sup>st</sup> Place & Sheridan P.U.D. Subdivision (Exhibit A); and

WHEREAS, these portions of water line easement are being encroached upon by Building F, built within the West 81<sup>st</sup> Place & Sheridan P.U.D. Subdivision; and

WHEREAS, these portions of water line easement are not necessary for maintaining the City of Westminster's water lines within West 81<sup>st</sup> Place and Sheridan P.U.D. Subdivision; and

WHEREAS, the vacations are necessary in order to place Building F within the West 81<sup>st</sup> Place & Sheridan P.U.D. Subdivision out of the City of Westminster's water line easements.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council finds and determines that the public convenience and welfare require the vacation of the portions of water line easement in Sections 2 and 3 hereof.

Section 2. Legal Description of Utility Easements:

**Basis of Bearings:** The west line of Lot 3A, block 1, First Replat West 81<sup>st</sup> Place & Sheridan P.U.D. Subdivision, also being the east line of Lot 1A of said Block and Lot 2, Block 1, West 81<sup>st</sup> Place & Sheridan P.U.D. Subdivision, between the western angle point at the southwest corner of said Lot 3A, also being the northern angle point of the east line of said Lot 1A, being a rebar and plastic cap, illegibly marked, and the western angle point at the northwest corner of said Lot 3A, also being the northeast corner of said Lot 2, being a rebar and aluminum cap, illegibly marked, said to bear N00°02'47"E.

**Easement No. 1 (Building F, Parcel A – Encroachment)**

(See attached legal description for Easement No. 1)

**Easement No. 2 (Building F, Parcel B – Encroachment)**

(See attached legal description for Easement No. 2)

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 11<sup>th</sup> day of November 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25<sup>th</sup> day of November 2002.

ATTEST:

\_\_\_\_\_  
Mayor

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

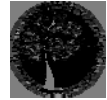




**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Resolution No. 54 re 2002/2003 Youth Advisory Panel Members

**Prepared By:** Cindy McDonald, Staff Liaison  
Dee Martin, Staff Liaison

**Recommended City Council Action:**

Adopt Resolution No. 54 appointing the fifteen new Youth Advisory Panel Members for the 2002/2003 term.

**Summary Statement:**

- City Council action is requested to recognize and induct 15 Youth Advisory Panel Members selected for 2002/2003 Youth Advisory Panel (YAP) term.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

There are no policy issues in regard to this item.

**Alternative**

No alternatives identified.

**Background Information**

On September 13, 1999, City Council adopted Resolution No. 68 creating the Westminster Youth Advisory Panel. On October 25, 1999, the City Council appointed the first Youth Advisory Panel. Since 1999, the panel has worked with Staff on a variety of issues. The term of each Panel is one year, with reappointment possible up to four terms.

Since, 1999, the Youth Advisory Panel has been very active in the community. In addition to attending scheduled monthly formal meetings, the panel each year takes part in regular community service projects. These diverse events have touched the community in many unique ways. They include helping at the Holy C.O.W. Stampede a winter Great American clean up along 104<sup>th</sup> Avenue, providing volunteer help for the Westminster Christmas Lighting Ceremony, delivering a special meal to the Gemini Youth Center, and participating in the Westminster Pride Day. By being an active part of the community, the YAP has fulfilled a goal of reaching out to the Westminster community in order to make a difference in the places where members attend school and live. The Panel has very diverse and ambitious community services projects planned for the 2002/2003 school year.

In fall of 2002, Mayor Ed Moss, Councilor Butch Hicks and Staff Liaisons Dee Martin and Cindy McDonald interviewed eleven new candidates for the 2002-2003 Youth Panel. All eleven applicants were accepted. In addition to these eleven, four incumbents are returning. The attached resolution formalizes the appointments to the Youth Advisory Panel based on the results of this process.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **54**

INTRODUCED BY COUNCILLORS

SERIES OF 2002

CITY OF WESTMINSTER YOUTH ADVISORY PANEL APPOINTMENTS

WHEREAS, the City Council of the City of Westminster believes that our youth should share with their community leaders the responsibility in addressing their needs, desires, challenges and issues, and molding their own futures; and

WHEREAS, the City values its youth and desires to advance and promote their special needs and interests and therefore created the Westminster Youth Advisory Panel on September 13, 1999; and

WHEREAS, currently the Panel has fifteen members appointed for the 2002-2003 school year; and

WHEREAS, it is important to have this City Panel working with its fullest possible complement of authorized appointees to carry out the business of the City of Westminster.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster does hereby appoint the following individuals to serve on the Youth Advisory Panel, representing the following schools:

|                    |                           |
|--------------------|---------------------------|
| Sophia Rutledge    | Arvada High School        |
| Paul Baca          | Faith Christian Academy   |
| Danielle Kriger    | Northglenn High School    |
| Stefan Elsener     | Pomona High School        |
| Jessika Strickland | Pomona High School        |
| Nicole Williams    | Pomona High School        |
| Saprina Grant      | Ranum High School         |
| Tyler Coates       | Regis High School         |
| Michelle Backstrom | Standley Lake High School |
| Janelle Canino     | Standley Lake High School |
| Nicolette Dufour   | Standley Lake High School |
| Kyla Larsen        | Standley Lake High School |
| Kelsey Osborne     | Standley Lake High School |
| Julie Schimpf      | Westminster High School   |
| Luke Schimpf       | Westminster High School   |

Passed and adopted this 25th day of November 2002.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Public Hearing and Action on the Mandalay Gardens Annexation and Zoning

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

**Recommended City Council Action**

Open the public hearing for the Mandalay Gardens annexation and zoning and continue it until December 9, 2002.

**Summary Statement:**

- The Mandalay Gardens Annexation petition was found to be in compliance with State Statutes by the City Council on October 14, 2002.
- Staff has received a letter from the Applicants, Westfield Development, requesting that the November 25, 2002, hearing be continued until the Council's next regular meeting which would be December 9, 2002. Westfield is in the process of negotiating a purchase price with one of the petitioners and has requested more time for the negotiations.

**Expenditure Required:** \$ 0

**Source of Funds:** NA

Sincerely,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

City Council Meeting  
November 25, 2002



**SUBJECT:** Public Hearing and Action on the Comprehensive Land Use Plan Amendment and Combined Preliminary and Official Development Plan for 7247-7261 Meade Street (Site III)

**Prepared By:** Max Ruppeck, Senior Project Manager

**Recommended City Council Action**

1. Hold a public hearing.
2. Pass Councillor’s Bill No. 63 approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from “Single-Family Detached – Medium Density” and “Retail/Commercial” to “Multi-Family Residential.” This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows:
  - a. The proposed amendment is justified and the Plan is in need of revision as proposed; and
  - b. The amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and
  - c. The proposed amendment is compatible with existing and planned surrounding land uses; and
  - d. The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
3. Pass Councillor’s Bill No. 64 rezoning the subject parcel from B-1 to Planned Unit Development (PUD).
4. Approve the combined Preliminary and Official Development Plan (PDP/ODP) for 7247–7261 Meade Street to allow a multi-family residential development conditional upon amending the ODP to include a vinyl or masonry (brick) perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code.

**Summary Statement**

City Council is requested to hold a public hearing and approve the application of Community Builders to:

- Amend the land use designation on a portion of the site on Meade Street, one half block south of 73<sup>rd</sup> Avenue from “Single-Family Residential – Medium Density and Retail/Commercial” to “Multi-Family Residential.”
- Approve the combined PDP/ODP for 7246–7261 Meade Street to allow a Multi-Family Residential development comprised of 17 townhome style units.

**Expenditure Required:** \$0

**Source of Funds:** Not applicable

### **Planning Commission Recommendation**

At their regularly schedule meeting on November 12, 2002, Planning Commission held a public hearing and unanimously recommended approval of an amendment to the Comprehensive Land Use Plan changing the land use designation from “Single-Family Detached – Medium Density” and “Retail/Commercial” to “Multi-Family Residential,” and to recommend approval of the combined Preliminary and Official Development Plan conditional upon amending the Preliminary and Official Development Plan to include a vinyl perimeter fence.

One resident spoke in favor of the project, and a local business owner requested clarification regarding parking on Meade Street. Another individual had questions regarding the loss of parking in the immediate vicinity of the project.

### **Policy Issues**

Should the City approve a Comprehensive Land Use Plan amendment and a combined Preliminary and Official Development Plan to allow a 17-unit townhome style multi-family development at 7247–7261 Meade Street?

### **Alternatives**

1. Deny the amendment to the Comprehensive Land Use Plan based upon the following:
  - a. The proposed amendment is not justified; and
  - b. The proposed amendment is not consistent with the overall purpose, intent, goals and policies of the Comprehensive Land Use Plan; and
  - c. The proposed amendment is incompatible with the existing and proposed surrounding land uses.
2. Approve the combined Preliminary and Official Development Plan without conditions (with the wood fence as proposed).
3. Deny the combined Preliminary and Official Development Plan for 7247–7261 Meade Street based on the lack of meeting the findings set forth in 11-5-14 and 11-5-15 of the Westminster Municipal Code.

### **Background Information**

In May 2001, the Westminster Economic Development Authority and City Council instructed Staff to issue a Request for Proposal (RFP) relative to redevelopment of the immediate area around 73<sup>rd</sup> Avenue and Lowell Boulevard, including the abandoned nursing home property known as Aspen Care. In response to the RFP, Community Builders submitted a proposal for redevelopment of the area that over time was to include townhomes, condominiums and commercial space. In November 2001, the City Council approved a pre-development agreement with Community Builders, which in part provided for the City to give support to the developer relative to land acquisition and rezoning as necessary. In compliance with the pre-development agreement Community Builders prepared and submitted a combined PDP/ODP application to construct 50 townhomes on three sites within the redevelopment area, including 7247–7261 Meade Street; authorized by City Council per the agreement. The developer has already purchased several of the properties required for the development and has secured purchase contracts on the other properties. Community Builders intends to close on the purchase of the remaining properties upon City Council approval of the PDP/ODP and a final development agreement.

**Property Owner/ Applicant**

Ann Heckler  
Community Builders  
7032 South Revere Parkway  
Englewood, Colorado 80112

Surrounding Land Use and Comprehensive Land Use Plan (CLUP) Designations

The subject property is abutted by apartment buildings and vacant lots to the south and west, single-family homes to the north and the Westminster Post Office and commercial building to the east (across Meade Street). The CLUP designates the property to the west as “Multi-Family Residential,” the property to the east as “Public/Quasi Public and Retail/Commercial,” the property to the north as “Single-Family Detached - Medium Density” and the property to the south as “Retail/Commercial.”

Site Plan Information

This project is one of three related projects by Community Builders in South Westminster. The other two projects are at 7383-7395 Lowell Boulevard (Site II, ten dwelling units) and 7490 Lowell Boulevard (Site I, 23 dwelling units). All three sites were considered for Planning Commission action at the same meeting. The existing land use on the subject parcel is a two-story family residence and numerous out buildings. The developer proposes to tear down those existing buildings.

The proposed development will be 17 privately owned townhome-style residential condominium units. Base sales prices will be in the \$150,000 to \$175,000 range. The units range in size from 1,178 square feet to 1,374 square feet. The units will be within four buildings, one with six units, two with three units each and one with five units. All of the units will have attached garages, each with a 19-foot driveway apron to accommodate an additional private parking space. Automobile access to the site will be from Meade Street. Pedestrian access will be provided by sidewalks along Meade Street and an internal walk leading from Meade Street to a common area and gazebo near the west property line. The townhome units will be two stories each and will have a 150 square foot private yard enclosed with a four-foot high metal fence in front of each unit. The building materials will be two colors of brick combined with vinyl or hardboard siding. Roofing will be architectural grade (high-profile) composition shingles. A six-foot high wood privacy fence is proposed along the south, west and north property lines. The City’s policy is to promote the use of vinyl or masonry fencing due to the fact that such fencing is more durable and requires less upkeep than wood fencing. Therefore, Staff’s recommendation is to condition approval of the PDP/ODP on the installation of a vinyl or masonry fence instead of wood. The developer’s insistence on a wood fence is due to the limited color availability of vinyl fencing and non-compatibility with building architecture. Vinyl fencing is available in colors similar to wood and the vinyl siding used on the units.

Traffic and Transportation

Due to the very minimal impact of this project (only 17 units), a traffic study was not required by the Engineering Division for this project. No RTD bus service is provided in the vicinity of the project. The City will reconstruct Meade Street during 2003, and this development will be responsible for a portion of the reconstruction costs. The reconstruction plan will include a reduction of the pavement width, detached wider sidewalks, decorative lighting, landscaping strips and on-street parallel parking.

Service Commitment Category

8.5 Service Commitments reserved for South Westminster developments in Category A-3 will be required for this project.

**SUBJECT:** Public Hearing and Action on the CLUP Amendment and Combined PDP for  
7247-7261 Meade Street (Site III) Page 4

Referral Agency Responses

No referral agencies expressed concerns with the proposed land use changes or development proposal.

Public Comments

A neighborhood meeting was held at the Senior Center at West 72<sup>nd</sup> Avenue and Irving Street on September 17, 2002. Citizens asked what the price range of the housing would be (\$150,000 - \$175,000) and while generally supportive of the redevelopment project, questioned why the City is supporting new development while its citizens are on lawn watering restrictions.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **63**

SERIES 2002

INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Single-Family Detached-Medium Density" and "Retail/Commercial," to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment that the requested amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of a portion of the following property from "Retail/Commercial" and "Single Family Detached – Medium Density" to "Multi-Family Residential" specifically described as:

Lots 7 to 17, inclusive, Mahin's Subdivision of the east half of Block 42, Harris Park, County of Adams, State of Colorado, AKA 7247-7261 Meade Street, Westminster, Colorado.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

ATTEST:

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Mayor

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City Clerk

BY AUTHORITY

ORDINANCE NO.  
SERIES OF 2002

COUNCILLOR'S BILL NO. **64**  
INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS , STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from City of Westminster B-1 to City of Westminster PUD zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminster B-1 to City of Westminster PUD. A parcel of land located in Section 31, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Lots 7 to 17, inclusive, Mahin's Subdivision of the east half of Block 42, Harris Park, County of Adams, State of Colorado. AKA 7247-7261 Meade Street, Westminster, Colorado.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

ATTEST:

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Mayor

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City Clerk



**WESTMINSTER**  
**COLORADO**

City Council Meeting  
November 25, 2002



**SUBJECT:** Public Hearing and Action on the Comprehensive Land Use Plan Amendment and Combined Preliminary and Official Development Plan for 7383-7395 Lowell Boulevard (Site II)

**Prepared By:** Max Ruppeck, Senior Project Manager

**Recommended City Council Action**

1. Hold a public hearing.
2. Pass Councillor’s Bill No. 65 approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from “Single-Family Detached - Medium Density” and “Office” to “Multi-Family Residential.” This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows:
  - a. The proposed amendment is justified and the Plan is in need of revision as proposed: and
  - b. The amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and
  - c. The proposed amendment is compatible with existing and planned surrounding land uses; and
  - d. The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
3. Pass Councillor’s Bill No. 66 rezoning the subject parcel from T-1 to Planned Unit Development (PUD)
4. Approve the combined Preliminary and Official Development Plan (PDP/ODP) for 7383-7395 Lowell Boulevard to allow a multi-family residential development conditional upon amending the PDP/ODP to include a vinyl or masonry perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code.

**Summary Statement**

City Council is requested to hold a public hearing and approve the application of Community Builders to:

- Amend the land use designation for a 0.72-acre site located on the west side of Lowell Boulevard at approximately 74<sup>th</sup> Avenue from “Single-Family Detached - Medium Density” and “Office” to “Multi-Family Residential.”
- Approve the combined PDP/ODP for 7383-7395 Lowell Boulevard to allow a Multi-Family Residential development comprised of ten townhome style units.

**Expenditure Required:** \$0

**Source of Funds:** Not applicable



### **Planning Commission Recommendation**

At their regular meeting on November 12, 2002, Planning Commission held a public hearing and unanimously recommended approval of an amendment to the City's Comprehensive Land Use Plan changing the land use designation on the subject property from "Single-Family Detached-Medium Density" and "Office" to "Multi-Family Residential," and to recommend approval of the combined Preliminary and Official Development Plan conditional upon the amending the Preliminary and Official Development Plan to include a vinyl perimeter fence. No individuals spoke in favor or opposition to the project.

### **Policy Issue**

Should the City approve a Comprehensive Land Use Plan amendment and combined Preliminary and Official Development Plan to allow a ten-unit townhome style multi-family development at 7383-7395 Lowell Boulevard?

### **Alternatives**

1. Deny the amendment to the Comprehensive Land Use Plan based upon the following:
  - a. The proposed amendment is not justified; and
  - b. The proposed amendment is not consistent with the overall purpose, intent, goals and policies of the Comprehensive Land Use Plan; and
  - c. The proposed amendment is incompatible with the existing and proposed surrounding land uses.
2. Approve the combined Preliminary and Official Development Plan without conditions.
3. Deny the combined Preliminary and Official Development Plan (PDP/ODP) for 7383-7395 Lowell Boulevard based on the lack of meeting the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code.

### **Background Information**

In May 2001, the Westminster Economic Development Authority and City Council instructed Staff to issue a Request for Proposal (RFP) relative to redevelopment of the immediate area around 73<sup>rd</sup> Avenue and Lowell Boulevard, including the abandoned nursing home property known as Aspen Care. In response to the RFP, Community Builders submitted a proposal for redevelopment of the area that over time was to include townhomes, condominiums and commercial space. In November 2001, the City Council approved a pre-development agreement with Community Builders, which in part provided for the City to give support to the developer relative to land acquisition and rezoning as necessary. In compliance with the pre-development agreement, Community Builders prepared and submitted a combined PDP/ODP application to construct 50 townhomes on three sites within the redevelopment area authorized by City Council per the agreement. 7383-7395 Lowell Boulevard is one of the redevelopment sites. The developer has already purchased several of the properties required for the development and has secured purchase contracts on the other properties. Community Builders intends to close on the purchase of the remaining properties upon City Council approval of the PDP/ODP and a final development agreement.

### **Property Owner/ Applicant**

Ann Heckler  
Community Builders  
7032 South Revere Parkway  
Englewood, Colorado 80112

Surrounding Land Use and Comprehensive Land Use Plan (CLUP) Designations

The subject property is abutted by single-family dwellings to the south and west, a one-story medical office building to the north, and a church and commercial building to the east (across Lowell Boulevard). The CLUP designates the property to the south as “Single-Family Detached - Medium Density,” the property to the east as “Retail Commercial” and “Office,” the property to the north as “Office” and the property to the west as “Single-Family Detached-Medium Density.”

Site Plan Information

This project is one of three related projects by Community Builders in South Westminster. The other two projects are at 7490 Lowell Boulevard (Site I, 23 dwelling units) and 7247-7261 Meade Street (Site III, 17 dwelling units). All three sites were considered for Planning Commission action at the same meeting. The existing land use on the subject parcel is two single-family dwellings and numerous outbuildings. The developer proposes to tear down one of the existing buildings. The other building will be relocated to another site at the City’s expense.

The proposed development will be ten privately owned townhome-style residential condominium units. Base sale prices will be in the \$150,000 to \$175,000 range. The units will be within two five-unit buildings and range in size from 1,178 square feet to 1,374 square feet. All of the units will have attached one-car garages, each with a 19-foot driveway apron to accommodate an additional private parking space. Automobile access to the site will be from Lowell Boulevard. Pedestrian access will be provided by sidewalks along Lowell Boulevard and internal walks. The townhome units will be two stories each and will have a 150 square foot private yard enclosed with a four-foot high metal fence in front of each unit. The building materials will be two colors of brick combined with vinyl or hardboard siding. Roofing will be architectural grade (high-profile) composition shingles. A six-foot high wood privacy fence is proposed along the south property line and a portion of the east property line. The City’s policy is to promote the use of vinyl or masonry fencing since such fencing is more durable and requires less upkeep than wood fencing. Therefore, Staff’s recommendation is to condition approval of the PDP/ODP on the installation of a vinyl or masonry fence instead of wood. The developer’s insistence on a wood fence is due to the limited color availability of vinyl fencing and non-compatibility with building architecture. Vinyl fencing is available in colors similar to wood and the vinyl siding used on the units.

Traffic and Transportation

Due to the very minimal impact of this project (only ten units), a traffic study was not required by the Engineering Division for this project. No RTD bus service is provided in the vicinity of the project.

Service Commitment Category

5.0 Service Commitments reserved for South Westminster developments in Category A-3 will be required for this project.

Referral Agency Responses

No referral agencies expressed concerns with the proposed land use changes or development proposal.

**SUBJECT:** Public Hearing and Action on the CLUP and Combined PDP for 7383-7395 Lowell  
Boulevard (Site II) Page 4

Public Comments

A neighborhood meeting was held at the Senior Center at West 72<sup>nd</sup> Avenue and Irving Street on September 17, 2002. About 35 people attended the meeting. Citizens asked what the price range of the housing would be (\$150,000 - \$175,000) and while generally supportive of the redevelopment project, questioned why the City is supporting new development while its citizens are on lawn watering restrictions.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.  
SERIES 2002

COUNCILLOR'S BILL NO. **65**  
INTRODUCED BY COUNCILLORS

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A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Single-Family Detached-Medium Density" and "Office" to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of the following property from "Single-Family Detached – Medium Density" and "Office" to "Multi-Family Residential":

Parcel 1:

Lots 2, Dr. Platt Subdivision Filing No. 1, County of Adams, State of Colorado. AKA 7395 Lowell Boulevard, Westminster, Colorado.

Parcel 2:

Lots 22 to 27, inclusive, Block 1 Wilson's Subdivision, County of Adams, State of Colorado. AKA 7383 Lowell Boulevard, Westminster, Colorado.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

ATTEST:

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Mayor

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City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **66**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from City of Westminster T-1 to City of Westminster PUD zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminster T-1 to City of Westminster PUD. A parcel of land located in Section 31, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Parcel 1: Lots 2, Dr. Platt Subdivision Filing No. 1, County of Adams, State of Colorado. AKA 7395 Lowell Boulevard, Westminster, Colorado.

Parcel 2: Lots 22 to 27, inclusive, Block 1 Wilson's Subdivision, County of Adams, State of Colorado. AKA 7383 Lowell Boulevard, Westminster, Colorado.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

ATTEST:

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

\_\_\_\_\_  
Mayor



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Public Hearing and Action on the Comprehensive Land Use Plan Amendment and Combined Preliminary and Official Development Plan for 7490 Lowell Boulevard (Site I)

**Prepared By:** Max Ruppeck, Senior Project Manager

**Recommended City Council Action**

1. Hold a public hearing.
2. Pass Councillor’s Bill No. 67 approving an amendment to the Westminster Comprehensive Land Use Plan to change the land use designation from “Public/Quasi Public” to “Multi-Family Residential.” This action is based on the findings set forth in the Westminster Comprehensive Land Use Plan as follows:
  - a. The proposed amendment is justified and the Plan is in need of revision as proposed; and
  - b. The amendment is in conformance with the overall purpose, intent, goals and policies of the Plan; and
  - c. The proposed amendment is compatible with existing and planned surrounding land uses; and
  - d. The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
3. Pass Councillor’s Bill No. 68 rezoning the subject parcel from R-4 to Planned Unit Development (PUD).
4. Approve the combined Preliminary and Official Development Plan (PDP/ODP) for 7490 Lowell Boulevard to allow a multi-family residential development conditional upon amending the PDP/ODP to include a vinyl or masonry perimeter fence instead of a cedar wood fence. This recommendation is based on the findings set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code.

**Summary Statement**

City Council is requested to hold a public hearing and approve the application of Community Builders to:

- Amend the land use designation for a 1.47-acre site located at the southeast corner of Lowell Boulevard and 75<sup>th</sup> Avenue from “Public/Quasi Public” to “Multi-Family Residential.”
- Approve the combined PDP/ODP for 7490 Lowell Boulevard to allow a Multi-Family Residential development comprised of 23 townhome style units.

**Expenditure Required:** \$0

**Source of Funds:** Not applicable

### **Planning Commission Recommendation**

At their regular meeting on November 12, 2002, Planning Commission held a public hearing and unanimously recommended approval of an amendment to the Comprehensive Land Use Plan changing the land use designation from “Public/Quasi-Public” to “Multi-Family Residential,” and to recommend approval of a combined Preliminary and Official Development Plan conditional upon amending the Preliminary and Official Development Plan to provide a vinyl perimeter fence.

Four residents spoke during the public hearing. Comments included concern about asbestos removal and the appearance of the building to remain on the site. Two individuals spoke in favor of the project.

### **Policy Issue**

Should the City approve a Comprehensive Land Use Plan amendment and a combined Preliminary and Official Development Plan to allow a 23-unit townhome style multi-family development at 7490 Lowell Boulevard?

### **Alternatives**

1. Deny the amendment to the Comprehensive Land Use Plan based upon the following:
  - a. The proposed amendment is not justified; and
  - b. The proposed amendment is not consistent with the overall purpose, intent, goals and policies of the Comprehensive Land Use Plan; and
  - c. The proposed amendment is incompatible with the existing and proposed surrounding land uses.
2. Recommend that the City Council approve the combined Preliminary and Official Development Plan without conditions (with the wood fence as proposed).
3. Deny the combined Preliminary and Official Development Plan for 7490 Lowell Boulevard based on the lack of meeting the findings set forth in 11-5-14 and 11-5-15 of the Westminster Municipal Code.

### **Background Information**

In May 2001, the Westminster Economic Development Authority and City Council instructed Staff to issue a Request for Proposal (RFP) relative to redevelopment of the immediate area around 73<sup>rd</sup> Avenue and Lowell Boulevard, including the abandoned nursing home property known as Aspen Care. In response to the RFP, Community Builders submitted a proposal for redevelopment of the area that over time was to include townhomes, condominiums and commercial space. In November 2001, the City Council approved a pre-development agreement with Community Builders, which in part provided for the City to give support to the developer relative to land acquisition and rezoning as necessary. In compliance with the pre-development agreements, Community Builders prepared and submitted a combined PDP/ODP application to construct 50 townhomes on three sites, including 7490 Lowell Boulevard, within the redevelopment area authorized by City Council per the agreement. The developer has already purchased several of the properties required for the development and has secured purchase contracts on the other properties. Community Builders intends to close on the purchase of the remaining properties upon City Council approval of the PDP/ODP and a final development agreement.

### **Property Owner/ Applicant**

Ann Heckler  
Community Builders  
7032 South Revere Parkway  
Englewood, Colorado 80112

Surrounding Land Use and Comprehensive Land Use Plan (CLUP) Designations

The subject property is abutted by an apartment building to the south, a nursing home to the east, a single-family home to the north (across 75<sup>th</sup> Avenue) and an apartment building and U.S. West facility to the west (across Lowell Boulevard). The CLUP designates the property to the south as “Multi-Family Residential,” the property to the east as “Public/Quasi Public,” the property to the north as “Single-Family Detached - Medium Density” and the property to the west as “Multi-Family Residential” and “Office.”

Site Plan Information

This project is one of three related projects by Community Builders in South Westminster. The other two projects are at 7383-7395 Lowell Boulevard (Site II, ten dwelling units) and 7247-7261 Meade Street Site III, 17 dwelling units). All three sites were considered for Planning Commission action at the same meeting. The existing land use on the subject parcel is a one-story nursing home (Aspen Care) that has been abandoned for several years. The developer proposes to tear down this existing building (except for one building used for storage east of the site).

A large, mature deciduous tree on the site along Lowell Boulevard will be preserved with the proposed site plan.

The proposed development will be 23 privately owned townhome-style residential condominium units on a 1.47-acre site. Base sales prices will be in the \$150,000 to \$175,000 range. The units range in size from 1,178 square feet to 1,374 square feet. The units will be within five buildings, one with seven units and four with four units each. All of the units will have one-car attached garages, each with a 19-foot driveway apron to accommodate an additional private parking space. Automobile access to the site will be from Lowell Boulevard and from West 75<sup>th</sup> Street. Pedestrian access will be provided by sidewalks along Lowell Boulevard and 75<sup>th</sup> Street and an internal walk leading from Lowell Boulevard to a common area and gazebo near the east property line. The townhome units will be two stories each and will have a 150 square foot private yard enclosed with a four-foot high iron rail fence in front of each unit. The building materials will be two colors of brick combined with vinyl or hardboard siding. Roofing will be architectural grade (high-profile) composition shingles. A six-foot high wood privacy fence is proposed along the south property line and a portion of the east property line. The City’s policy is to promote the use of vinyl or masonry fencing due to the fact that such fencing is more durable and requires less upkeep than wood fencing. Therefore, Staff’s recommendation is to condition approval of the PDP/ODP on the installation of a vinyl or masonry fence instead of wood. The developer’s insistence on a wood fence is due to the limited color availability of vinyl fencing and non-compatibility with building architecture. Vinyl fencing is available in colors similar to wood and the vinyl siding used on the units.

Traffic and Transportation

Due to the very minimal impact of this project (only 23 units), a traffic study was not required by the Engineering Division for this project. No RTD bus service is provided in the vicinity of the project.

Service Commitment Category

11.5 Service Commitments reserved for South Westminster developments in Category A-3 will be required for this project.

Referral Agency Responses

No referral agencies expressed concerns with the proposed land use changes or development proposal.



**SUBJECT:** Public Hearing and Action on the CLUP and Combined PDP for 7490 Lowell Boulevard  
(Site I) Page 4

Public Comments

A neighborhood meeting was held at the Senior Center at West 72<sup>nd</sup> Avenue and Irving Street on September 17, 2002. About 35 people attended the meeting. Citizens asked what the price range of the housing would be (\$150,000 - \$175,000) and while generally supportive of the redevelopment project, questioned why the City is supporting new development while its citizens are on lawn watering restrictions.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **67**

SERIES 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Public Quasi-Public" to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of the following property from "Public/Quasi-Public" to "Multi-Family Residential":

Part of the NW ¼ Section 32. T2S, R68W of the 6<sup>th</sup> PM AKA 7490 Lowell Boulevard; Westminster, Colorado. Beginning at a point from which the SW corner of the NW ¼ SW ¼ of said Section bears S 00808'09"E 360.49 feet and S89851'51"W 30.00 feet, thence along the following six (6) courses:

1)N00808'09"W 293.34 feet along the east right-of-way of Lowell Blvd., 2)Thence N89851'51"E 234.00 feet; 3)Thence S00808'09"E 118.00 feet; 4)Thence S89851'51"W 24.22 feet; 5)Thence S00808'09"E 175.34 feet; 6)Thence S89851'51"W 209.78 feet to the point of beginning. Said parcel contains approximately 64,395 square feet, or 1.48 acres. The bearings are based upon the west line of said section bearing N00808'09"W.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

ATTEST:

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

\_\_\_\_\_  
Mayor

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **68**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS , STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from City of Westminster R-4 to City of Westminster PUD zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminster R-4 to City of Westminster PUD. A parcel of land located in Section 32, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Part of the NW ¼ Section 32. T2S, R68W of the 6<sup>th</sup> PM AKA 7490 Lowell Boulevard; Westminster, Colorado. Beginning at a point from which the SW corner of the NW ¼ SW ¼ of said Section bears S 00808'09"E 360.49 feet and S89851'51"W 30.00 feet, thence along the following six (6) courses:

1)N00808'09"W 293.34 feet along the east right-of-way of Lowell Blvd., 2)Thence N89851'51"E 234.00 feet; 3)Thence S00808'09"E 118.00 feet; 4)Thence S89851'51"W 24.22 feet; 5)Thence S00808'09"E 175.34 feet; 6)Thence S89851'51"W 209.78 feet to the point of beginning. Said parcel contains approximately 64,395 square feet, or 1.48 acres. The bearings are based upon the west line of said section bearing N00808'09"W.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED  
PUBLISHED this 25<sup>th</sup> day of November, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 9<sup>th</sup> day of December, 2002.

ATTEST:

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Mayor

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City Clerk



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
November 25, 2002



**SUBJECT:** Second Reading of Councillor's Bill No. 60 re SunCorp Corporate Credit Union Business Assistance Package

**Prepared By:** Becky Johnson, Economic Development Program Coordinator

**Recommended City Council Action**

Pass Councilor's Bill No. 60 on second reading authorizing the City Manager to execute the implement the business assistance agreement in the amount of \$15,300, which includes permit fee rebates, construction use tax rebates and equipment use tax at move-in, with SunCorp Corporate Credit Union.

**Summary Statement**

- City Council action is requested to pass the attached Councilors Bill on second reading which authorizes the execution of the attached business assistance agreement with SunCorp.
- This assistance package is based upon the City's goal to attract quality companies to vacant space within the community.
- This Councillor's Bill was passed on first reading on November 11, 2002.

**Expenditure Required: \$ 0**

Source of Funds: The business assistance package to SunCorp will be funded through permit fees, construction use tax, and equipment use tax directly generated from tenant finish and occupancy in CirclePoint Corporate Center.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **60**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT  
WITH SUNCORP CORPORATE CREDIT UNION FOR THE OCCUPANCY OF EXISTING  
SPACE AT CIRCLEPOINT CORPORATE CENTER IN WESTMINSTER**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to attract quality jobs and remain competitive with other local governments in creating assistance for occupancy of existing space in the City; and

WHEREAS, SunCorp Corporate Credit Union (SunCorp) plans to lease 30,000 square feet of existing office space at CirclePoint Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and SunCorp 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 an Assistance Agreement with SunCorp 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 11th day of November 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25<sup>th</sup> day of November 2002.

ATTEST:

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Mayor

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City Clerk

## Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, December 9, 2002. Present at roll call were Mayor Moss, Mayor Pro-Tem Atchison, Councillors Dittman, Dixon, Hicks, Kauffman, and McNally. Absent none.

The minutes of the November 25, 2002 meeting were approved.

Council approved the following

The following Councillor's Bills were passed on first reading:

Resolution No.

Contingency Funds for ex-officio member of Jefferson Parkway

<p class=MsoBodyTextIndent style='margin-left:0in;'><span style='font-size:11.0pt;'>Resolution No. 52 re  
Protection of Standley Lake Water Quality</span></p>

<p class=MsoBodyTextIndent style='margin-left:0in;'><span style='font-size:11.0pt;'>&nbsp;</span></p>

<p class=MsoNormal style='text-align:justify;'><span style='font-size:11.0pt;'>At 7:40 P.M. the meeting  
was adjourned.</span></p>

<p class=MsoNormal style='text-align:justify;'><span style='font-size:11.0pt;'>By order of the  
Westminster City Council</span></p>

<p class=MsoNormal style='text-align:justify;'><span style='font-size:11.0pt;'>Michele Kelley, CMC,  
City Clerk</span></p>

<p class=MsoNormal style='text-align:justify;'><span style='font-size:11.0pt;'>Published in the  
Westminster Window on November 21,  
2002.</span></p>  
BY AUTHORITY

ORDINANCE NO. **2991**

COUNCILLOR'S BILL NO. **63**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Dittman-Kauffman**

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Single-Family Detached-Medium Density" and "Retail/Commercial," to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment that the requested amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of a portion of the following property from “Retail/Commercial” and “Single Family Detached – Medium Density” to “Multi-Family Residential” specifically described as:

Lots 7 to 17, inclusive, Mahin’s Subdivision of the east half of Block 42, Harris Park, County of Adams, State of Colorado, AKA 7247-7261 Meade Street, Westminster, Colorado.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading. INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.



BY AUTHORITY

ORDINANCE NO. **2992**

COUNCILLOR'S BILL NO. **64**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Dittman-Kauffman**

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS , STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from City of Westminister B-1 to City of Westminister PUD zoning has been submitted to the City for its approval pursuant to Westminister Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminister Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminister Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminister B-1 to City of Westminister PUD. A parcel of land located in Section 31, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Lots 7 to 17, inclusive, Mahin's Subdivision of the east half of Block 42, Harris Park, County of Adams, State of Colorado. AKA 7247-7261 Meade Street, Westminister, Colorado.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading. INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

BY AUTHORITY

ORDINANCE NO. **2993**

COUNCILLOR'S BILL NO. **65**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Atchison-Dittman**

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Single-Family Detached-Medium Density" and "Office" to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of the following property from "Single-Family Detached – Medium Density" and "Office" to "Multi-Family Residential":

Parcel 1:

Lots 2, Dr. Platt Subdivision Filing No. 1, County of Adams, State of Colorado. AKA 7395 Lowell Boulevard, Westminster, Colorado.

Parcel 2:

Lots 22 to 27, inclusive, Block 1 Wilson's Subdivision, County of Adams, State of Colorado. AKA 7383 Lowell Boulevard, Westminster, Colorado.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading. INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

BY AUTHORITY

ORDINANCE NO. **2994**

COUNCILLOR'S BILL NO. **66**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Atchison-Dittman**

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS , STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- b. That an application for the zoning of the property described below from City of Westminster T-1 to City of Westminster PUD zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminster T-1 to City of Westminster PUD. A parcel of land located in Section 31, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Parcel 1: Lots 2, Dr. Platt Subdivision Filing No. 1, County of Adams, State of Colorado. AKA 7395 Lowell Boulevard, Westminster, Colorado.

Parcel 2: Lots 22 to 27, inclusive, Block 1 Wilson's Subdivision, County of Adams, State of Colorado. AKA 7383 Lowell Boulevard, Westminster, Colorado.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading. INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

BY AUTHORITY

ORDINANCE NO. **2995**

COUNCILLOR'S BILL NO. **67**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Dixon-McNally**

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the owner of the property described below has requested an amendment to the City's Comprehensive Plan to change the designated land use for said property from "Public Quasi-Public" to "Multi-Family Residential;" and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council; and

WHEREAS, pursuant to W.M.C. 11-4-16, a public hearing was held by City Council concerning the proposed amendment; and

NOW THEREFORE, the City Council hereby finds that the requested amendment will be in the public good and in compliance with the overall intent of the Comprehensive Land Use Plan.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan, to alter the designation of the following property from "Public/Quasi-Public" to "Multi-Family Residential":

Part of the NW ¼ Section 32. T2S, R68W of the 6<sup>th</sup> PM AKA 7490 Lowell Boulevard; Westminster, Colorado. Beginning at a point from which the SW corner of the NW ¼ SW ¼ of said Section bears S 00808'09"E 360.49 feet and S89851'51"W 30.00 feet, thence along the following six (6) courses:

1)N00808'09"W 293.34 feet along the east right-of-way of Lowell Blvd., 2)Thence N89851'51"E 234.00 feet; 3)Thence S00808'09"E 118.00 feet; 4)Thence S89851'51"W 24.22 feet; 5)Thence S00808'09"E 175.34 feet; 6)Thence S89851'51"W 209.78 feet to the point of beginning. Said parcel contains approximately 64,395 square feet, or 1.48 acres. The bearings are based upon the west line of said section bearing N00808'09"W.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.

BY AUTHORITY

ORDINANCE NO. **2996**

COUNCILLOR'S BILL NO. **68**

SERIES 2002

INTRODUCED BY COUNCILLORS

**Dixon-McNally**

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND CHANGING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M., COUNTY OF ADAMS, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from City of Westminster R-4 to City of Westminster PUD zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code, Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from City of Westminster R-4 to City of Westminster PUD. A parcel of land located in Section 32, Township 2 South, Range 68 West, 6<sup>th</sup> P.M., County of Adams, State of Colorado, more particularly described as follows:

Part of the NW ¼ Section 32. T2S, R68W of the 6<sup>th</sup> PM AKA 7490 Lowell Boulevard; Westminster, Colorado. Beginning at a point from which the SW corner of the NW ¼ SW ¼ of said Section bears S 00808'09"E 360.49 feet and S89851'51"W 30.00 feet, thence along the following six (6) courses:

1)N00808'09"W 293.34 feet along the east right-of-way of Lowell Blvd., 2)Thence N89851'51"E 234.00 feet; 3)Thence S00808'09"E 118.00 feet; 4)Thence S89851'51"W 24.22 feet; 5)Thence S00808'09"E 175.34 feet; 6)Thence S89851'51"W 209.78 feet to the point of beginning. Said parcel contains approximately 64,395 square feet, or 1.48 acres. The bearings are based upon the west line of said section bearing N00808'09"W.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading. INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of November, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of December, 2002.