



WESTMINSTER
COLORADO

December 23, 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
5. Citizen Communication (5 minutes or less)
6. Report of City Officials
 - A. 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 November, 2002
 - B. Lobbying Services Contract for 2003
 - C. Golf Course and Facility Use Agreements with Westminster Westin and the Westminster Marriott
 - D. Ryan Park Playground Contract / Master Plan
 - E. 2003 Wastewater Collection System Maintenance Program
 - F. CB No. 69 re Mandalay Annexation (Atchison-Dittman)
 - G. CB No. 70 re Mandalay Zoning (Atchison-Kauffman)
 - H. CB No. 71 re Premier Credit Union BAP (Hicks-McNally)
 - I. CB No. 72 re Open Space Appropriation (Dixon-McNally)
9. Appointments and Resignations
 - A. Resolution No. 55 re Boards & Commission Appointments
10. Public Hearings and Other New Business
 - A. TABLED Federal Boulevard/US-36 Bridge Amendment of IGA
 - B. Development Agreement re 73rd Avenue/Lowell Boulevard Area Redevelopment Project
 - C. Resolution No. 56 re 2003 JeffCo Open Space Joint Venture Grants
 - D. Resolution No. 57 re 136th Avenue and I-25 Interchange Project – IGA with CDOT
 - E. 136th Avenue and I-25 Interchange Project –Construction Engineering Services Contract
 - F. 136th Avenue and I-25 Interchange Project –Right of Way dedication to the CDOT
 - G. Councillor's Bill No. 74 re Amending 1-30 of WMC re Settling Claims and Lawsuits
 - H. Councillor's Bill No. 75 re Vacation of 10' of the Meade Street Right-of-Way
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business
 - A. City Council
 - B. Executive Session
 1. Commercial Business Assistance Package
13. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 23, 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 Michele Kelley, City Clerk, were also present. Absent none.

CONSIDERATION OF MINUTES

Mayor Pro Tem Atchison moved, seconded by McNally to approve the minutes of the meeting of December 9, 2002 with no corrections or additions. The motion carried unanimously.

Mayor Pro Tem Atchison moved, seconded by McNally to approve the minutes of the Special meeting of December 16, 2002 with no corrections or additions. The motion carried unanimously.

CITY MANAGER COMMENTS

J. Brent McFall, City Manager, commented on this being the last meeting of 2002, and a time to reflect upon the past year which has been very difficult and rewarding and he is proud of our accomplishments

CITY COUNCIL COMMENTS

Councillor Dixon wished all a happy holiday. Mayor Pro Tem Atchison thanked City Staff for the great job they did during tough times. Councillor Dittman commented on the efficiency of the Staff.

CONSENT AGENDA

The following items were considered as part of the Consent Agenda: Financial Report for November, 2002; Lobbying Services Contract for 2003 with Tomlinson & Associates for \$10,000; Golf Course and Facility Use Agreements with Westminster Westin and Westminster Marriott; Ryan Park Playground Contract/Master Plan with Gametime for \$60,000; 2003 Wastewater Collection System Maintenance Program for \$511,679; CB NO. 69 re Mandalay Annexation; CB No. 70 re 70 re Mandalay Zoning; CB No. 71 re Premier Credit Union BAP; and CB No. 72 re Open Space Appropriation.

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 Kauffman requested CB No. 71 re Premier Credit Union BAP be removed for separate vote.

Mayor Pro Tem Atchison moved, seconded by Dixon to adopt the consent agenda items with the exception of CB No. 71 re Premier Credit Union BAP as presented. The motion carried unanimously.

CB NO. 71 RE PREMIER CREDIT UNION BUSINESS ASSISTANCE PACKAGE:

Mayor Pro Tem Atchison moved, seconded by McNally to pass Councillor's Bill No. 71 on second reading authorizing the City Manager to execute the implement the business assistance agreement in the amount of \$9,190, which includes permit fee rebates, construction use tax rebates and equipment use tax at move-in, with Premier Members Federal Credit Union. Upon roll call vote, the motion carried unanimously with Councillor Kauffman abstaining..

RESOLUTION NO. 55 RE BOARD & COMMISSION APPOINTMENTS

Councillor Dittman moved, seconded by Mayor Pro Tem Atchison to adopt Resolution No. 55 making reappointments of Christopher Beal, Jim Hall, Betty Roan, and George Werkmeister to Board of Adjustment; Greg Cullison, and Delbert Ragland, to the Board of Building Code Appeals; Tom Acre, Carol DiGiacomo, Steve Marlin, and Kathy Reynolds to the Environmental Advisory Board; Teresa Valerio Parrot, and Jean Pruitt to the Human Services Board; Ted Fleagle, Catherine Payne, and Bette Tellier to the Library Board; Charles Jacoby, and Randal Whorton to the Open Space Advisory Board; Stephanie Bingham, and Ronald Dickerson, to the Parks Recreation Advisory Board; Martha Brundage, Michael Crocker and Jerry English to the Planning Commission; Michael Borchelwicz, Bill Nordberg, David Tracy, and John Velasquez to the Special Permit and License Board; and Bob Belote, Jerry Cunningham, and Doug Young to the Transportation Commission with all terms of office to expire December 31, 2004. New appointments of Steve Wickens to the Board of Building Code Appeals with term of office to expire 12-31-04; David Davia to Human Services Board with term of office to expire 12-31-04; Sandra Goodwin moved from alternate to regular member and Debrah Jones appointed as new alternate member of Open Space Advisory Board with both terms of office to expire 12-31-03; Scott Raypholtz moved from alternate to regular member with term of office to expire 12-31-04 and new alternate member Ken Claussen appointed to Parks and Recreation Advisory Board with term of office to expire 12-31-03; Rex Wiederspahn moved from alternate to regular member with term of office to expire 12-31-04 and new alternate member Joe Burt appointed to Planning Commission with term of office to expire 12-31-03. Upon roll call vote, the motion carried unanimously.

TABLED FEDERAL BLVD/US 36 BRIDGE AMENDMENT OF IGA

Councillor Dittman moved, seconded by Dixon to remove the Federal Boulevard bridge over US 36 amendment item from the table. The motion carried unanimously.

Councillor Dittman moved, seconded by Dixon to authorize the City Manager to execute a change order to the Intergovernmental Agreement with the Colorado Department of Transportation due to increased cost of the pedestrian fencing at the Federal Boulevard bridge over US-36; authorize the expenditure of an additional \$110,360 to cover the cost of this necessary change. The motion carried unanimously.

73RD AVE/LOWELL BLVD AREA PHASE I DEVELOPMENT AGREEMENT

Councillor Dixon moved, seconded by Councillor Dittman to approve the Development Agreement with Community Builders, Inc. relative to Phase I of the 73rd Avenue/Lowell Boulevard Area redevelopment project. The motion carried unanimously.

RESOLUTION NO. 56 RE 2003 JEFFERSON COUNTY OPEN SPACE JOINT VENTURE GRANTS

Councillor McNally moved, seconded by Councillor Hicks to adopt Resolution No. 56 authorizing the Department of Parks, Recreation and Libraries to pursue two Jefferson County Open Space Joint Venture grants for 2003. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 57 RE 136TH AVE & I-25 INTERCHANGE PROJECT – IGA WITH CDOT

Councillor Kauffman moved, seconded by Councillor Dittman to adopt Resolution No. 57 authorizing the City Manager to execute a three-party Intergovernmental Agreement (IGA) with the Colorado Department of Transportation and the City of Thornton for the construction of the 136th Avenue and I-25 Interchange. Upon roll call vote, the motion carried unanimously.

136TH AVE/I-25 INTERCHANGE PROJ.-CONSTRUCTION ENGINEERING SERVICES CONTRACT

Mayor Pro Tem Atchison moved, seconded by Councillor Dittman to authorize the City Manager to execute a construction engineering services contract for the 136th Avenue and I-25 Interchange Project with Felsburg, Holt & Ullevig (FHU) in an amount not to exceed \$701,854 and authorize a contingency of \$50,000. The City of Westminster expenditure will be 50% of the contract amount (\$350,927) since the City of Thornton will pay their 50% share directly to FHU. Funds for this expense are available in the appropriate project account in the General Capital Improvement Fund. The motion carried unanimously.

136TH AVE/I-25 INTERCHANGE PROJECT-RIGHT-OF-WAY DEDICATION TO CDOT

Councillor Kauffman moved, seconded by Councillor Dixon to authorize the Mayor to sign all the necessary documents to convey a piece of City-owned property in the proposed 136th Avenue and I-25 Interchange area to the Colorado Department of Transportation. The motion carried unanimously.

COUNCILLOR'S BILL NO. 75 RE VACATION OF 10' OF MEADE STREET RIGHT-OF-WAY

Mayor Pro Tem Atchison moved, seconded by Councillor Dittman to pass Councillor's Bill No. 75 on first reading vacating the westerly 10' of the Meade Street Right-of-Way between 72nd Avenue and 73rd Avenue. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 74 RE AMENDING I-30 OF WMC RE SETTling CLAIMS/LAWSUITS

Councillor Dixon moved, seconded by Councillor Hicks to pass Councillor's Bill No. 74 on first reading amending Chapter 30 of Title I of the Westminster Municipal Code concerning settling claims and lawsuits brought by and against the City. Upon roll call vote, the motion carried unanimously.

EXECUTIVE SESSION

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

ADJOURNMENT:

The meeting was adjourned at 7:20 P.M.

ATTEST:

City Clerk

Mayor

Agenda Memorandum

City Council Meeting
January 27, 2003



SUBJECT: Financial Report for December 2002

Prepared By: Mary Ann Parrot, Finance Director

Recommended City Council Action

Accept the Financial Report for December 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 November sales and use tax receipts received in December.

- Across all shopping centers, total receipts are down 10% over the twelve-month period from last year (Sales and Use Taxes). Sales Tax receipts (only) are down 9% year to date from the same period last year. This reflects a decline from the prior month's report, due to xxxxxxxxxx.
- The Westminster Mall is down 22% for December and down 13% year to date, compared to last year.
- November (last month's) figures were as follows:
 - Shopping center receipts were down 7% year to date and Sales Tax receipts (only) were down 5%.
 - The mall was up 2% the month of November and down 12% year to date.
 - This month reflects a decline over last month.

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

- At the end of December, twelve of 12 months, or 100%, of the year has passed. However, year-end adjustments, made during work prior to the annual audit will take place starting February-June, and will result in accruals for year-end revenues and expenses, and may result in other adjustments. Final information will be available in June. 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 \$6,531,172 under the pro-rated budget for the year. This does not reflect the accrual for revenues received in January, but recorded for the month of December. The December figures reflect the sales in November, tax receipts received in December. Sales tax returns are down for December 2002 compared to December 2001 by 7.20% for the month and by 7.55% year to date (for eleven months January-December) due to the pressures of the recession in the metropolitan area. This is improved over the prior month, when the decline was 8.7% for the month and 8.6% year to date.
- Staff projects that the Sales and Use Tax Fund will be under budget by approximately \$5 million for the year. This takes into account the accrued revenue received in January, collected in December.
- The General Fund currently is at 94% of revenues pro-rated for twelve 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 94% of pro-rated budget. Staff will be revising this reduction to approximately \$3.5 million, thus improving the General Fund picture. This is because other measures have been taken to relieve pressure on the General Fund: reduced General Capital spending, savings on debt service spending (budgeted but not needed due to delays in issuing bonds), etc.

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 December, the General Fund is in the following position regarding both revenues and expenditures:

- Under pro-rated budget in revenues by \$3,868,380 (94% of pro-rated budget). This reflects the reduced sales tax collections for the past two months of \$833,333 resulting in a total reduction of \$5 million. Because of other spending reductions, Staff will make a year-end adjustment to this transfer, to approximately \$3.5 million, thus relieving pressure on the General Fund.
- Under pro-rated budget in expenditures by \$9.6 million (88% of pro-rated budget). Lease payments due in December and other year-end spending recorded through mid-February prior to closing the year's books will reduce this figure significantly. Nevertheless, Staff expects the City to under-spend the General Fund budget, as in prior years.

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 December, the Enterprise is in a positive position.

- Combined Water & Wastewater over pro-rated budgeted revenues by a combined \$8.538 million:
 - Water revenues over pro-rated budget by \$6.521 million (124% 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 \$2,017,367 (120% 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 \$54,850 (107% of pro-rated budget).
- Combined Water & Wastewater under pro-rated budget in expenditures by a combined \$5.332 million. The major reason for this is that expenditures to be paid after year-end have not yet been made.
 - Water under pro-rated expenditures budget by \$3.192 million (86% of pro-rated budget).
 - Wastewater under pro-rated expenditures budget by \$2.140 million (79% of pro-rated budget).

- o budget).
- o Stormwater Drainage under pro-rated expenditures budget by \$137,876 (44% 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 December, the position of these funds is as follows:

- Sales & Use Tax Fund - Under pro-rated budget in revenues by \$6,531,172 million (87.9% of pro-rated budget). Staff projects that the Sales Tax Fund will be under budget for the year by approximately \$5 million, after accruing December revenues, received in January.
- Sales & Use Tax Fund – Under budgeted expenditures by \$5,000,000 (90.6% of pro-rated budget) because of the reduced transfers from the Sales & Use Tax Funds. Because of reductions in capital spending and debt service savings, this reduction can be revised to approximately \$3.5 million; Staff will make the final adjustments during year-end work after all accruals and adjustments are made.
- Open Space & Use Tax Fund - Over pro-rated budget in revenues by \$350,495 (107% of pro-rated budget), for the following reason: Inter-fund 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 \$1,774,204 (78% 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 \$110,538 (94% of pro-rated budget).
- Legacy - Under pro-rated budget in expenses by \$163,930 (91% of pro-rated budget). This variance is mostly a positive variance in operations, but does not yet reflect accruals made after year-end.
- Heritage - Under pro-rated budget in revenues by \$366,181 (80% of pro-rated budget). This is as the same as last month's report, when revenues were 80% of budget.
- Heritage - Under pro-rated budget in expenditures by \$59,457 (97% of pro-rated budget). Again, this excludes the impact of accruals for year-end, but is also improved from last month's report when expenditures reached 100% of budget.

Staff will attend the January 27th City Council Meeting to address any questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

City of Westminster
Revenue Report For Council
For the Month Ended November 30, 2002

Description	Budget	Current Period	Year-to-Date	Notes	Budget	Current Period	Year-to-Date
	2002 YTD	Actual 2002 November	Actual 01/02-11/02 Grand Total		2001 YTD	Actual 2001 November	Actual 01/01-11/01 Grand Total
General Fund Revenues							
Carryover	10,332,958.00	0.00	0.00		3,616,502.00	0.00	0.00
Taxes	3,288,000.00	79,075.35	4,068,556.06		2,951,000.00	65,239.17	3,448,410.89
Licenses & Permits	1,428,000.00	155,710.33	1,828,878.15		2,318,919.00	152,651.99	2,251,448.34
Intergovernmental Revenue	4,713,162.00	341,662.74	4,268,343.36	(1)	4,804,690.00	47,649.29	4,318,496.75
Recreation Charges	4,655,050.00	263,554.25	4,296,951.49		4,613,100.00	317,153.99	4,099,657.61
Franchise Fees	2,475,000.00	302,403.03	2,153,548.68		2,607,047.00	303,643.73	2,426,005.48
General Service Charges	2,509,604.00	296,533.04	2,555,632.59		2,240,000.00	175,273.11	2,254,127.51
Fines	1,900,000.00	128,839.51	1,541,456.08		1,900,000.00	131,690.01	1,524,228.68
Interest Income	400,000.00	21,053.07	250,527.15		350,000.00	52,563.63	488,263.37
Misc	262,725.00	10,259.20	305,135.31	(2)	238,816.00	398,295.47	1,043,657.26
Leases	575,000.00	0.00	431,250.00		525,000.00	0.00	361,860.00
Refunds	(65,000.00)	0.00	(14,194.18)		(51,862.00)	0.00	(1,117.00)
Interfund Transfers	46,527,000.00	3,043,917.00	38,483,085.00		48,199,000.00	3,980,557.26	41,498,890.56
Other Financing Sources	0.00	0.00	0.00		1,003,943.00	0.00	1,003,943.00
Revenues Total General Fund	79,001,499.00	4,643,007.52	60,169,169.69		75,316,155.00	5,624,717.65	64,717,872.45
Water Fund Revenues							
Carryover	17,726,360.00	0.00	0.00		2,916,780.00	0.00	0.00
License & Permits	70,000.00	5,700.00	90,925.00		70,000.00	7,140.00	85,340.00
Intergovernmental Revenue	176,000.00	0.00	31,100.31		67,133.00	0.00	37,491.44
Water Sales	20,141,775.00	1,156,340.16	20,050,751.54		18,814,000.00	1,361,112.14	19,969,607.59
Water Tap Fees	3,900,000.00	802,015.00	8,390,873.00		4,600,000.00	711,612.00	7,477,574.00
Contractor Locate Fee Misc	0	0.00	4,250.12		0.00	0.00	32.59
Interest Income	1,000,000.00	97,091.82	442,259.94		900,000.00	116,101.36	969,002.85
Miscellaneous	1,626,422.00	41,504.90	2,508,312.82	(3)	6,182,500.00	10,001.28	2,942,988.22
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
Total Water Revenues	51,640,557.00	2,102,651.88	31,518,472.73		33,550,413.00	2,206,026.78	31,482,036.69
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	889,291.76	8,154,149.38		8,735,000.00	765,497.54	8,149,771.55
Wastewater Tap Fees	1,011,000.00	256,479.00	2,332,071.00		1,050,000.00	159,126.00	2,617,373.00
Contractor Locate Fee	0.00	0.00	0.00		0.00	0.00	0.00
Interest Income	750,000.00	81,093.29	452,391.14		700,000.00	107,430.42	953,763.89
Miscellaneous	5,000.00	50.00	1,625.00		5,000.00	0.00	40,356.20
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	0.00	0.00	0.00		0.00	0.00	0.00
Wastewater Revenues	13,759,467.00	1,226,914.05	10,940,236.52		10,392,252.00	1,032,053.96	11,761,264.64
Legacy Ridge Fund Revenues							
Carryover							0.00
Miscellaneous	16,000.00	31.00	10,776.72		22,138.00	62.00	13,621.00
Rentals	14,000.00	212.14	9,143.22		10,720.00	3,456.16	19,764.57
Concessions	36,000.00	3,000.00	33,000.00		36,000.00	0.00	27,000.00
Merchandise Sales	192,000.00	4,809.68	164,694.94		230,000.00	7,603.59	193,620.96
Lessons	10,000.00	(40.00)	9,717.00		14,000.00	0.00	12,615.00
Green Fees	964,204.00	28,222.00	1,042,339.50		1,122,366.00	39,619.20	1,042,293.08
Cart Rental	253,540.00	6,397.50	242,504.46		250,000.00	6,238.13	257,984.15
Driving Range	122,199.00	2,232.97	114,450.94		115,942.00	3,438.93	121,303.47
Jr. Golf Camp	5,000.00	0.00	4,450.00		5,740.00	0.00	0.00
Gift Certificates	174,000.00	2,053.00	79,545.35		152,985.00	1,631.00	105,906.42
Gift Certificates Used	0.00	(1,605.90)	(76,733.34)		0.00	(2,132.84)	(102,195.98)
Interest Income	0.00	41.04	(6,594.66)		0.00	1,842.54	3,715.26
Miscellaneous	0.00	47.48	3,023.69		0.00	(2,230.06)	(187.94)
Refunds	0.00	0.00	62.00		0.00	0.00	(250.00)
Contributions of F/A amort	0.00	0.00	0.00		0.00	0.00	0.00
Other Financing Sources	0.00	0.00	0.00		0.00	0.00	0.00
Revenues Total Legacy Ridge	1,786,943.00	45,400.91	1,630,379.82		1,959,891.00	59,528.65	1,695,189.99
Heritage at Westmoor Revenues							
Miscellaneous	25,000.00	60.80	31,014.96		29,000.00	323.50	22,159.25
Rentals	11,989.00	157.50	6,840.00		9,126.00	288.24	7,934.52
Concessions	36,000.00	3,000.00	33,168.00		33,000.00	0.00	25,000.00
Merchandise Sales	185,850.00	3,626.09	145,783.84		202,528.00	6,908.54	133,091.71
Lessons	10,000.00	0.00	7,756.00		14,000.00	75.00	10,845.00
Green Fees	1,102,582.00	27,490.30	896,964.61		1,010,965.00	39,594.88	863,131.71
Cart Rental	256,454.00	6,430.59	264,121.67		236,547.00	5,947.67	227,860.82
Driving Range	117,291.00	1,248.37	68,207.67		81,677.00	2,297.88	64,693.68
Jr. Golf	4,500.00	0.00	1,444.00		2,000.00	0.00	0.00
Gift Certificates	112,088.00	195.00	51,325.40		111,120.00	298.00	64,766.32
Gift Certificates Used	0.00	(839.48)	(46,442.92)		0.00	(569.05)	(66,852.21)
Interest Income	0.00	779.74	1,217.98		0.00	2,251.99	14,279.44
Miscellaneous	0.00	(27.33)	543.49		0.00	(885.75)	8,884.97
Refunds	0.00	0.00	0.00		0.00	0.00	(335.00)
Contributions of F/A amort	0.00	0.00	0.00		0.00	0.00	0.00
Other Financing Sources	0.00	0.00	0.00		0.00	0.00	0.00
Revenues Total Heritage Fund	1,861,754.00	42,121.58	1,461,944.70		1,729,963.00	56,530.90	1,375,460.21
Storm Drainage Fund Revenues							
Carryover	0.00	0.00	0.00		0.00	0.00	0.00
Storm Drainage Fee	830,000.00	82,321.29	787,544.07		350,000.00	72,888.03	357,111.33
Interest Income	0.00	3,118.97	18,195.17		0.00	972.46	1,933.88
Miscellaneous	0.00	0.00	0.00		0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00		0.00	0.00	0.00
Contributions of F/A Amo	0.00	0.00	0.00		0.00	0.00	0.00
Other Financing Sources	0.00	0.00	0.00		0.00	0.00	0.00
Storm Drainage Revenues	830,000.00	85,440.26	805,739.24		350,000.00	73,860.49	359,045.21

City of Westminster
Revenue Report For Council
For the Month Ended November 30, 2002

Description	Budget	Current Period	Year-to-Date	Notes	Budget	Current Period	Year-to-Date
	2002 YTD	Actual 2002 November	Actual 01/02-11/02 Grand Total		2001 YTD	Actual 2001 November	Actual 01/01-11/01 Grand Total
Sales and Use Tax Fund Revenues							
Carryover	900,000.00	0.00	0.00		1,517,000.00	0.00	0.00
Sales Tax Returns	44,075,000.00	2,836,905.11	34,819,123.68		43,200,000.00	3,105,899.54	38,113,948.65
Sales Tax Audit	450,000.00	41,309.02	589,858.40		400,000.00	33,872.61	740,967.63
Sales Tax Refunds	(55,000.00)	(602.58)	(20,013.67)		(50,000.00)	0.00	(41,069.84)
Sales Tax Audit Refunds	(3,000.00)	0.00	(59.55)		(3,000.00)	0.00	(6,367.83)
Use Tax Returns	1,900,000.00	142,346.86	1,419,019.99		1,650,000.00	138,439.54	2,299,756.12
Use Tax Building	1,850,000.00	181,565.23	2,363,743.95		1,650,000.00	163,243.00	2,843,518.96
Use Tax Auto	5,600,000.00	516,362.32	4,794,261.35		5,450,000.00	548,082.14	4,779,581.06
Use Tax Audit	350,000.00	13,304.70	214,933.89		275,000.00	5,214.13	352,401.79
Use Tax Refunds	(70,000.00)	(328.27)	(79,397.04)		(70,000.00)	(15,196.68)	(143,016.86)
Use Tax Collection Fees	(280,000.00)	(25,818.15)	(239,713.22)		(270,000.00)	(27,404.13)	(238,987.48)
Use Tax Audit Enf (Contra)	0.00	(1,608.92)	(5,267.67)		0.00	0.00	(2,588.69)
Interest Income	50,000.00	(5,663.40)	(61,923.60)		50,000.00	3,736.27	57,880.44
Revenues Total Sales and Use Tax Revenue	54,767,000.00	3,697,771.92	43,794,566.51		53,799,000.00	3,955,886.42	48,756,023.95
Open Space Sales & Use Tax Fund Revenues							
Carryover	2,441,005.00	0.00	0.00		1,651,000.00	0.00	0.00
Sales Tax Returns	3,867,966.00	250,765.40	3,158,864.01		3,773,625.00	275,933.83	3,417,799.21
Sales Tax Audit	25,000.00	3,442.44	49,154.77		25,000.00	2,822.71	61,967.14
Sales Tax Refunds	(4,000.00)	(50.21)	(1,668.80)		(4,000.00)	0.00	(3,422.31)
Sales Tax Audit Refunds	0.00	0.00	(4.95)		0.00	0.00	(530.31)
Use Tax Returns	160,000.00	11,958.16	128,610.99		138,000.00	12,318.78	265,469.57
Use Tax Building	145,200.00	15,130.41	197,025.02		135,000.00	13,603.57	236,990.19
Use Tax Auto	459,500.00	43,030.15	399,521.35		447,000.00	45,673.46	398,297.98
Use Tax Audit	20,000.00	1,108.72	17,911.13		15,000.00	434.52	29,592.45
Use Tax Refunds	(6,000.00)	(27.36)	(6,690.04)		(6,000.00)	(1,266.39)	(12,016.75)
Use Tax Collection Fees	(23,000.00)	(2,151.51)	(19,976.07)		(22,000.00)	(2,283.68)	(19,915.59)
Use Tax Audit Enf (Contra)	0.00	(134.08)	(438.97)		0.00	0.00	(215.72)
Intergovernmental Revenue	0.00	0.00	75,000.00	(4)	1,404,800.00	306,002.70	1,051,002.70
Interest Income	25,000.00	6,296.40	26,494.85		25,000.00	14,744.20	139,947.56
Miscellaneous	0.00	1,000.00	9,493.00		6,000.00	3,090.00	14,925.55
Interfund Transfers	611,115.00	0.00	611,115.00		0.00	0.00	0.00
Revenues Total Open Space Sales/Use Tax	7,721,786.00	330,368.52	4,644,411.29		7,588,425.00	671,073.70	5,579,891.67

(1) Revenue lower in 2001 due to the City transferred the Coors rebate from Fund 100 to Fund 750. This was \$457,447.86.

(2) November 2001, revenue was booked incorrectly. This was corrected in December 2001.

(3) In 2002, the City received \$37,500 from the City of Brighton for Effluent Water Lease.

(4) In 2001, the City received an open space grant for the Big Dry Creek.

**City of Westminster
Financial Report
For the Eleven Months Ending November 30, 2002**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget Pro-Rated	% Pro-Rated
Revenues						
Taxes	3,288,000	3,288,730	(1)	4,068,556	779,826	124%
Licenses & Permits	1,428,000	1,389,540	(2)	1,828,878	439,338	132%
Intergovernmental Revenue	4,713,162	3,975,450	(3)	4,268,343	292,893	107%
Charges for Services						
Recreation Services	4,655,050	4,189,545	(4)	4,296,951	107,406	103%
Other Services	4,984,604	4,248,136	(4)	4,709,181	461,046	111%
Fines	1,900,000	1,729,000	(5)	1,541,456	(187,544)	89%
Interest Income	400,000	366,667	(6)	250,527	(116,140)	68%
Misc	262,725	175,538	(7)	305,135	129,597	174%
Leases	575,000	431,250	(8)	431,250	0	100%
Refunds	(65,000)	(59,583)	(9)	(14,194)	45,389	24%
Interfund Transfers	46,527,000	42,649,750	(10)	38,483,085	(4,166,665)	90%
Sub-total Revenues	68,668,541	62,384,023		60,169,168	(2,214,855)	96%
Carryover	10,332,958	-	(11)	-	-	
Revenues	79,001,499	62,384,023		60,169,168	(2,214,855)	96%
Expenditures						
City Council	171,123	156,863		114,897	(41,966)	73%
City Attorney's Office	683,720	626,743		533,056	(93,688)	85%
City Manager's Office	821,013	752,595		640,350	(112,245)	85%
Central Charges	24,364,182	22,333,834		18,662,985	(3,670,849)	84%
General Services	4,044,553	3,707,507		3,112,667	(594,840)	84%
Finance	1,357,260	1,244,155		1,034,645	(209,510)	83%
Police	15,228,255	13,959,234		12,853,343	(1,105,890)	92%
Fire Emergency Services	7,656,235	7,018,215		6,117,823	(900,393)	87%
Community Development	3,982,482	3,650,609		2,902,050	(748,559)	79%
Public Works & Utilities	7,341,368	6,729,587		6,076,729	(652,859)	90%
Parks Recreation & Libraries	13,351,308	12,238,699		10,733,428	(1,505,271)	88%
Total Expenditures	79,001,499	72,418,041	(12)	62,781,973	(9,636,068)	87%
Revenue Over(Under) Expend	0	(10,034,018)		(2,612,805)	7,421,213	

(1) Property Taxes at 101% to 102% in November; Admissions Taxes average 96%, Qwest at 85% by this time of year.

(2) Licenses 86%, Comm'lPermits 93%, Res'lPermits 105%.

(3) Cig Tax 78%, HUTF 84%, AutoOwnr 85%, Veh Regis 83%, Road & Bridge(Adco) 103%, Road & Bridge(Jeffco) 92%.

(4) Recreation 90%, PubSvc 85%, AT&T 80%, CAM & EMS billings 88%, all others 85%.

(5) Fines historically at 91%

(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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-Rated	% Pro-Rated
Water Fund						
Revenues						
License & Permits	70,000	64,167		90,925	26,758	142%
Intergovernmental Revenue	176,000	161,333		31,100	(130,233)	19%
Charges for Services						
Rates and Charges	20,141,775	19,228,012	(1)	20,050,752	822,740	104%
Tap Fees	3,900,000	3,417,200	(1)	8,390,873	4,973,673	246%
Interest Income	1,000,000	910,000	(2)	442,260	(467,740)	49%
Miscellaneous	1,626,422	1,490,887	(3)	2,508,313	1,017,426	168%
Other Financing Sources	7,000,000	0		0	0	
Sub-total Water Revenues	<u>33,914,197</u>	<u>25,271,599</u>		<u>31,514,223</u>	<u>6,242,624</u>	<u>125%</u>
Carryover	17,726,360	-	(4)	-	-	
Total Revenues	<u>51,640,557</u>	<u>25,271,599</u>		<u>31,514,223</u>	<u>6,242,624</u>	<u>125%</u>
Expenses						
City Council	26,273	24,084		24,084	0	100%
City Attorney's Office	98,463	90,258		90,258	(0)	100%
City Manager's Office	165,597	151,797		151,797	0	100%
Central Charges	7,947,403	3,500,175	(5)	3,193,595	(306,580)	91%
General Services	323,883	296,893		296,892	(1)	100%
Finance	647,726	593,749		554,119	(39,630)	93%
Fire Emergency Services	20,264	18,575		18,576	1	100%
Community Development	343,062	314,474		314,473	(1)	100%
Public Works & Utilities	10,747,503	9,851,878		8,577,386	(1,274,492)	87%
Parks, Recreation & Libraries	47,025	43,106		43,106	(0)	100%
Information Technology	2,069,175	1,896,744		1,640,078	(256,666)	86%
Total Operating Expenses	<u>22,436,374</u>	<u>16,781,733</u>		<u>14,904,364</u>	<u>(1,877,369)</u>	<u>89%</u>
Revenues Over(Under) Expenses	<u>29,204,183</u>	<u>8,489,866</u>		<u>16,609,859</u>	<u>8,119,993</u>	

(1) Res Sales 95.5%, Commr Sales 96.7%, Wholesale Sales 93.3%, Meter Svc Fees 90.2%, Recl. Chgs projected at 1/12 per mo. until more data is available, Res Taps 86%, Commr Taps 93.9%.

(2) Interest Income historically at 91% 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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Wastewater Fund						
Revenues						
Charges for Services						
Rates and Charges	8,386,834	7,613,585	(1)	8,154,149	540,564	107%
Tap Fees	1,011,000	1,010,055	(1)	2,332,071	1,322,016	231%
Interest Income	750,000	703,500	(2)	452,391	(251,109)	64%
Miscellaneous	5,000	4,583		1,625	(2,958)	35%
Sub-total Water Revenues	<u>10,152,834</u>	<u>9,331,723</u>		<u>10,940,236</u>	<u>1,608,513</u>	<u>117%</u>
Carryover	3,606,633	-	(3)	-	-	
Total Revenues	<u>13,759,467</u>	<u>9,331,723</u>		<u>10,940,236</u>	<u>1,608,513</u>	<u>117%</u>
Expenditures						
City Council	13,724	12,580		12,580	0	100%
City Attorney's Office	49,167	45,070		45,069	(1)	100%
City Manager's Office	80,819	74,084		74,084	(0)	100%
Central Charges	3,393,704	2,886,345	(4)	2,430,591	(455,754)	84%
General Services	202,617	185,732		185,732	0	100%
Finance	66,702	61,144		61,144	(0)	100%
Fire Emergency Services	13,510	12,384		12,384	0	100%
Community Development	156,932	143,854		143,854	(0)	100%
Public Works & Utilities	6,219,279	5,701,006		4,120,135	(1,580,871)	72%
Parks, Recreation & Libraries	78,373	71,842		71,841	(1)	100%
Total Operating Expenses	<u>10,274,827</u>	<u>9,194,041</u>		<u>7,157,414</u>	<u>(2,036,627)</u>	<u>78%</u>
Revenues Over(Under) Expenses	<u>3,484,640</u>	<u>137,682</u>		<u>3,782,822</u>	<u>3,645,140</u>	

(1) Res'l Sales 91%, Comm'l Sales 90.5%, Res'l Taps 90.5%, Comm'l Taps 122.2%.

(2) Interest Income historically at 93.8% 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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Water and Wastewater Fund-Combined						
Revenues						
License & Permits	70,000	64,167		90,925	26,758	142%
Intergovernmental Revenue	176,000	161,333		31,100	(130,233)	19%
Charges for Services						
Rates and Charges	28,528,609	26,841,597	(1)	28,204,901	1,363,304	105%
Tap Fees	4,911,000	4,427,255	(1)	10,722,944	6,295,689	242%
Interest Income	1,750,000	1,613,500	(2)	894,651	(718,849)	55%
Miscellaneous	1,631,422	1,495,470	(3)	2,509,938	1,014,468	168%
Other Financing Sources	7,000,000	0		0	0	
Sub-total Water/Wastewater Revenues	44,067,031	34,603,322		42,454,459	7,851,137	123%
Carryover	21,332,993	0	(4)	0		
Total Revenues	65,400,024	34,603,322		42,454,459	7,851,137	123%
Expenditures						
City Council	39,997	36,664		36,664	(0)	100%
City Attorney's Office	147,630	135,328		135,328	0	100%
City Manager's Office	246,416	225,881		225,880	(1)	100%
Central Charges	11,341,107	6,386,520	(5)	5,624,185	(762,335)	88%
General Services	526,500	482,625		482,624	(1)	100%
Finance	714,428	654,892		615,263	(39,629)	94%
Fire Emergency Services	33,774	30,960		30,960	0	100%
Community Development	499,994	458,328		458,327	(1)	100%
Public Works & Utilities	16,966,782	15,552,884		12,697,521	(2,855,363)	82%
Parks, Recreation & Libraries	125,398	114,948		114,948	0	100%
Information Technology	2,069,175	1,896,744		1,640,078	(256,666)	86%
Total Operating Expenses	32,711,201	25,975,774		22,061,778	(3,913,996)	85%
Revenues Over(Under) Expenses	32,688,823	8,627,548		20,392,681	11,765,133	

(1) (a) Water: Res Sales 95.5%, Commr Sales 96.7%, Wholesale Sales 93.3%, Meter Svc Fees 90.2%, Recl. Chgs projected at 1/1 until more data is available, Res Taps 86%, Commr Taps 93.9%.

(b) Wastewater: Res'l Sales 91%, Comm'l Sales 90.5%, Res'l Taps 90.5%, Comm'l Taps 122.2%.

(2) Interest Income historically is at 91% for water and 93.8% for wastewater at this time of year; current variance is due to reversal required by the Governmental Accounting Standards Board.

(3) Includes Misc Income only.

(4) 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.

(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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over	% Pro-rated
					Budget Pro-rated	
Storm Drainage Fund						
Revenues						
Business Fees						
Charges for Services	830,000	760,833		787,544	26,711	104%
Interest Income	0	0	(1)	18,195	18,195	
Miscellaneous	0	0		0	0	
Total Revenues	<u>830,000</u>	<u>760,833</u>		<u>805,739</u>	<u>44,906</u>	<u>106%</u>
Expenses						
Central Charges	0	0		3,387	3,387	
Organization Support Services	100,000	91,667		19,736	(71,930)	22%
Engineering	46,000	42,167		27,936	(14,231)	66%
PW&U Admin	0	0		0	0	
Infrastructure Improvements	0	0		0	0	
Street Maintenance	100,000	91,667		20,996	(70,671)	23%
Total Expenses	<u>246,000</u>	<u>225,501</u>		<u>72,055</u>	<u>(153,446)</u>	<u>32%</u>
Revenues Over(Under) Expenses	<u>584,000</u>	<u>535,332</u>		<u>733,684</u>	<u>198,352</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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Sales and Use Tax Fund						
Revenues						
Sales & Use Tax						
Sales Tax Returns	44,020,000	39,837,458	(1)	34,799,110	(5,038,348)	87.35%
Sales Tx Audit Revenues	447,000	447,250		589,799	142,549	131.87%
Use Tax Returns	9,000,000	8,020,167		8,257,915	237,748	102.96%
Use Tax Audit Revenues	350,000	301,000		209,666	(91,334)	69.66%
Interest Income	50,000	45,833	(3)	(61,924)	(107,757)	-135.11%
Sub-total Revenues	<u>53,867,000</u>	<u>48,651,708</u>		<u>43,794,566</u>	<u>(4,857,142)</u>	<u>90.02%</u>
Carryover	900,000	-	(2)	-	-	
Total Revenues	<u>54,767,000</u>	<u>48,651,708</u>		<u>43,794,566</u>	<u>(4,857,142)</u>	<u>90.02%</u>
Expenditures						
Central Charges	<u>54,767,000</u>	<u>50,203,083</u>		<u>46,036,418</u>	<u>(4,166,665)</u>	<u>91.70%</u>
Revenues Over(Under) Expenses	<u>0</u>	<u>(1,551,375)</u>		<u>(2,241,852)</u>	<u>(690,477)</u>	

(1) At end of November, historical averages are as follows: Sales Tax Returns 90.5%, Sales Tax Audit 100%, Use Tax Returns 96%, Building Use Tax 98%, Auto Use Tax 84%, Use Tax Audit 86%.

(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 Eleven Months Ending November 30, 2002**

Description	Budget	Pro-rated Budget	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Open Space Fund						
Revenues						
Sales & Use Tax	4,644,666	4,226,786	(1)	3,922,308	(304,478)	93%
Intergovernmental Revenue	0	0		75,000	75,000	
Interest Income	25,000	22,917	(3)	26,495	3,578	116%
Miscellaneous	0	0		9,493	9,493	
Interfund Transfers	611,115	0	(4)	611,115	611,115	
Sub-total Revenues	<u>5,280,781</u>	<u>4,249,703</u>		<u>4,644,411</u>	<u>394,708</u>	<u>109%</u>
Carryover	2,441,005	-	(2)	-		
Total Revenues	<u>7,721,786</u>	<u>4,249,703</u>		<u>4,644,411</u>	<u>394,708</u>	<u>109%</u>
Expenditures						
Central Charges	<u>7,721,786</u>	<u>7,078,304</u>		<u>5,283,623</u>	<u>(1,794,681)</u>	<u>75%</u>
Revenues Over(Under) Expend	<u>0</u>	<u>(2,828,601)</u>		<u>(639,212)</u>	<u>2,189,389</u>	

(1) Open Space Sales Taxes 91%; Open Space Use Tax 91%.

(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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Legacy Ridge Fund						
Revenues						
Business Fees						
Charges for Services	1,786,943	1,758,352	(1)	1,633,889	(124,463)	93%
Interest Income	0	0	(3)	(6,595)	(6,595)	
Miscellaneous	0	0		3,024	3,024	
Refunds	0	0		62	62	
Total Revenues	<u>1,786,943</u>	<u>1,758,352</u>		<u>1,630,380</u>	<u>(127,972)</u>	93%
Expenses						
Central Charges	501,529	459,735		437,833	(21,902)	95%
Recreation Facilities	1,285,414	1,178,296	(2)	1,065,727	(112,569)	90%
Total Expenses	<u>1,786,943</u>	<u>1,638,031</u>		<u>1,503,560</u>	<u>(134,471)</u>	92%
Revenues Over(Under) Expenses	<u>0</u>	<u>120,321</u>		<u>126,820</u>	<u>6,499</u>	

(1) Revenues pro-rated based on a 5 yr history of revenues per month. Based on this history, November is projected at 98.4%.

(2) Expenses projected at 91.67%

(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 Eleven Months Ending November 30, 2002**

Description	Budget	Budget Pro-rated	Notes	Actual	(Under) Over Budget Pro-rated	% Pro-rated
Heritage at Westmoor Fund						
Revenues						
Business Fees						
Charges for Services	1,861,754	1,822,657	(1)	1,460,183	(362,474)	80%
Interest Income	0	0	(3)	1,218	1,218	
Miscellaneous	0	0		543	543	
Refunds	0	0		0	0	
Total Revenues	<u>1,861,754</u>	<u>1,822,657</u>		<u>1,461,944</u>	<u>(360,713)</u>	<u>80%</u>
Expenses						
Central Charges	60,810	55,743		54,696	(1,047)	98%
Recreation Facilities	1,800,944	1,405,814	(2)	1,409,525	3,711	100%
Total Expenses	<u>1,861,754</u>	<u>1,461,557</u>		<u>1,464,221</u>	<u>2,664</u>	<u>100%</u>
Revenues Over(Under) Expenses	<u>0</u>	<u>361,100</u>		<u>(2,277)</u>	<u>(363,377)</u>	

(1) Revenues pro-rated based on a 5 yr history of revenues per month. Based on this history, November is projected at 97.9%.

(2) Expenses projected at 91.67%.

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

	Jan - Dec 1999	Jan - Dec 2000
	Year-to-date Totals	Year-to-date Totals
Sun Microsystems Ice Centre		
Revenues	1,654,761.73	\$ 2,839,055.91
Expenses	(1,219,139.95)	(1,942,354.23)
Less Cost of Goods Sold	-	(120,651.18)
Ice Centre Net Surplus/(Deficit)	435,621.78	776,050.50
Hyland Hills Ice Arena		
Revenues	329,587.46	-
Expenses	(225,921.15)	(24,129.75)
HH Ice Arena Net Surplus/(Deficit)	103,666.31	(24,129.75)
Total Joint Ice Operations Surplus/(Deficit)	\$ 539,288.09	\$ 751,920.75
Less Debt Service Payments	(1,032,277.50)	(1,034,115.00)
Total Net Income/(Loss) with Debt payment	(492,989.41)	(282,194.25)
Ice Centre sponsorships Revenue	471,341.62	263,000.00
Total Net Income/(Loss)	(21,647.79)	(19,194.25)

Jan - Dec 2001	Jan - Sept 2002
Year-to-date Totals	Year-to-date Totals

\$ 3,086,926.27	\$ 2,218,006.88
(2,082,207.88)	(1,645,187.41)
-	-

1,004,718.39	572,819.47
---------------------	-------------------

-	30,000.00
-	-
(13,012.47)	(4,629.67)

(13,012.47)	25,370.33
--------------------	------------------

\$ 991,705.92	\$ 598,189.80
----------------------	----------------------

(1,034,115.00)	(1,034,115.00)
----------------	----------------

(42,409.08)	(435,925.20)
--------------------	---------------------

269,900.00	113,400.00
------------	------------

227,490.92	(322,525.20)
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WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Lobbyist Services Contract Award for 2003

Prepared By: Emily Moon, Management Assistant

Recommended City Council Action

Authorize the City Manager to execute a contract with Danny L. Tomlinson of Tomlinson & Associates and Robert M. Ferm of Hall & Evans, L.L.C. to provide lobbying services for calendar year 2003 for \$10,000 and charge the expense associated for the services to the appropriate 2003 General Fund Central Charges account.

Summary Statement

- The City has utilized the services of a contract lobbying firm (Tomlinson & Associates) for the last four years. Staff sent out a Request for Proposals (RFP) to three firms to solicit proposals for lobbying services during 2002.
- Tomlinson & Associates has agreed to provide lobbying services in 2003 for a reduced fee of \$10,000 (down from \$30,000 in 2002), in an effort to assist the City through the current financial downturn and to provide continuity in the City's representation at the Capitol.
- City Council action is requested to authorize the City Manager to sign a contract with Tomlinson & Associates to provide lobbying services for the 2003 calendar year.

Expenditure Required: \$ 10,000

Source of Funds: 2003 General Fund Central Charges

Policy Issue

Does the City Council wish to continue utilizing Danny Tomlinson and Robert Ferm to provide lobbying services for the City in 2003?

Alternatives

- 1) Choose not to hire Danny Tomlinson and Robert Ferm at this time and develop a Request for Proposals (RFP) for lobbying services. Staff does not recommend this option due to the favorable cost for services and expertise Danny Tomlinson and Robert Ferm offer. The State of Colorado Legislative Session begins January 8, 2003; distribution of a RFP at this late date will result in lost lobbying opportunities. Additionally, the City benefits from the rapport and working relationships Danny Tomlinson and Robert Ferm have established with Staff and State Legislators during their previous four years of lobbying on the City's behalf.
- 2) Choose not to hire a firm to provide lobbying services for the City of Westminster. Staff does not recommend this alternative because this would eliminate valuable City exposure at the State Capitol.
- 3) Choose to contract for professional lobbyist services on a case-by-case or topic-by-topic basis. Staff does not recommend this alternative because it would be costly. Additionally, this option allows for minimal lead-time in tracking issues and does not lend the same exposure to State officials that a professional lobbyist representing the City on a year-round basis provides.

Background Information

The City Council authorized funds in the 2003 Budget for contracting with a professional lobbyist to advocate the City's position on state and federal issues. While Staff is not required to bring a contract of this expenditure amount to City Council for approval, Staff wished to inform City Council of the changes to the existing lobbying services agreement. The 2003 State Legislative Session commences January 8, 2003.

The lobbying team of Danny Tomlinson and Robert Ferm is recommended based on professional lobbying experience and reputation. The team's combined experience is greater than forty years. Additionally, Mr. Tomlinson's and Mr. Ferm's representation during the 1999, 2000, 2001 and 2002 Legislative Sessions and work throughout the years on various issues involving the State government have been valuable to and effective for the City. The \$10,000 fee Mr. Tomlinson and Mr. Ferm proposed for services in 2003 is less than the \$30,000 fee the City has paid the team each year for the past four years. The proposed contract includes the same scope of work as the current contract, including representing the City on issues of concern at the state and federal level. In 2003, Mr. Tomlinson and Mr. Ferm will present two legislative updates to City Council during the 2003 legislative session. Mr. Tomlinson and Mr. Ferm have agreed to provide similar lobbying services at a reduced cost in 2003 to assist the City in its budget savings plans and to maintain the existing client relationship with the City of Westminster. Staff will revisit the contract lobbying fee for 2004 in late 2003. The amount set aside in the 2004 Adopted Budget for lobbying returns to the \$30,000 per year fee.

Although the primary focus of the lobbyist will be at the state level, the contract allows for federal lobbying services, if needed. Should travel to Washington, DC, be necessary to lobby on the City's behalf, the City will reimburse Mr. Tomlinson and Mr. Ferm to commensurate the travel, lodging and meal expenses associated with the trip in addition to their set annual fee of \$10,000.

SUBJECT: Lobbyist Services Contract Award for 2003

Page 3

Staff recommends authorizing the City Manager to sign a contract for lobbying services with Danny Tomlinson and Robert Ferm as this team most effectively meets the City's advocacy needs.

Respectfully submitted,

J. Brent McFall
City Manager

AGREEMENT
TO FURNISH LOBBYIST SERVICES
TO THE
CITY OF WESTMINSTER
FOR ~~2002~~ 2003 CALENDAR YEAR

THIS AGREEMENT, made and entered into this ~~28th~~ 23rd day of December, ~~2001~~ 2002, between the CITY OF WESTMINSTER, hereinafter called the "City," and independent contractors Danny L. Tomlinson of Tomlinson & Associates and Robert M. Ferm of Hall & Evans, LLC, as partners in a joint venture, hereinafter called the "Lobbyist," is as follows:

WHEREAS, the City wishes to better promote its position on issues of concern at the state and federal level, be it legislative, regulatory, or other; and

WHEREAS, the City desires to engage the Lobbyist to render the professional lobbying services described in this Agreement and the Lobbyist is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in charter and statute and sufficient funds have been budgeted for these purposes and are available and other necessary approvals have been obtained. This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Lobbyist agree as follows:

I. THE PROJECT

The Project consists of advocating the City's position on pertinent legislative issues (regional, state, federal) and advising the City in the handling of miscellaneous legislative/intergovernmental issues which may arise on which the Lobbyist is utilized.

II. LOBBYIST'S SERVICES AND RESPONSIBILITIES

The Lobbyist will provide the professional and technical Services as described below:

- Provide timely updates during the State legislative session (January to May) on the status of identified issues;
- Monitor the State legislative session, identify issues which may be of concern to the City of Westminster, and inform and advise the City Manager or his designee of legislation that may impact the City;
- Advise the City Council, City Manager, and their designees in handling any miscellaneous intergovernmental/legislative issues management;
- Meet a minimum of ~~four~~ two times with the City Council during the legislative session. The dates of these meetings will be established in advance through the mutual agreement of the City and the Lobbyist;
- Provide a year-end report to the City Council outlining pertinent legislative events of the year as well as identifying key priorities for the following year;
- Perform travel out of state to aid in federal legislative/regulatory lobbying should the need be identified, not to exceed three (3) trips; out of state travel expenses will be reimbursed in addition to the fee included in this contract at a rate to commensurate the City's schedule for travel, lodging and meals appropriate for City officials under similar circumstances and be agreed upon by both parties prior to actual expenditure.

Deleted: which

III. ADDITIONAL SERVICES

When authorized by the City, the Lobbyist agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual agreement as to additional compensation for additional services.

IV. LOBBYIST'S FEE

As compensation for the basic Services described in this Agreement, the Lobbyist shall be paid a fee of ~~\$30,000~~ \$10,000 to be paid in quarterly installments, which shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

V. COMMENCEMENT & COMPLETION OF SERVICES

The Lobbyist understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit.

VI. TERMINATION

A. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Lobbyist.

C. In the event of termination as provided in this Article, the City shall pay the Lobbyist in full for Services performed up to the date of notice of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Lobbyist's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Lobbyist in performing the Services included in this Agreement, whether completed or in progress.

Deleted: from

VII. INSURANCE

The nature of the relationship is independent contractors, and as such, the Lobbyists are required as a condition of this contract to maintain all applicable insurances as required by law, including Workmen's Compensation Insurance. The Lobbyist shall provide certificates of insurance to the City indicating compliance with this paragraph.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Lobbyist shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IX. PROHIBITED INTEREST

A. The Lobbyist agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Lobbyist further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Lobbyist shall act as an independent contractor and not as agent of the City except to the extent the Lobbyist is specifically authorized to act as agent of the City.

B. Books and Records. The Lobbyist's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Lobbyist shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Responsibility; Liability – Indemnification. The Lobbyist's shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Lobbyist, any subcontractor of the Lobbyist, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph C.

In any and all claims against the City or any of its agents or employees by any employee of the Lobbyist, any subcontractor of the Lobbyist, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph C.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lobbyist or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

In the event it becomes necessary for the City to bring an action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Lobbyist shall pay the City its reasonable attorney fees as determined by the Court.

D. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between a designee from the City Manager's Office and a designee of the Lobbyist who will be identified by the parties promptly upon commencement of the Services.

E. Assignment. The Lobbyist shall not assign this Agreement in whole or in part, including the Lobbyist's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Lobbyist's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Lobbyist of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Lobbyist's right to payment to its surety or lender.

F. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Westminster and the laws of the State of Colorado.

G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE CITY MANAGER'S OFFICE, ATTENTION: EMILY MOON.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

DANNY L. TOMLINSON AND
ROBERT M. FERM, a joint venture

CITY OF WESTMINSTER

By _____
Danny L. Tomlinson
Tomlinson & Associates

By _____
Brent McFall
City Manager

Address:
7535 Workshire Drive
Castle Rock, CO 80104

Address:
4800 West 92nd Avenue
Westminster, CO 80031

By _____
Robert M. Ferm
Hall & Evans, LLC

Address:
1200 17th Street, Suite 1700
Denver, CO 80202-5817

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM

By _____
City Attorney



WESTMINSTER
COLORADO
Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Golf Course and Facility Use Agreements with Westin Westminster Hotel and Westminster Marriott Full-Service Hotel

Prepared By: Bill Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action:

Authorize the City Manager to sign the Golf Course Use and Marketing Agreements for the Westin Westminster Hotel and the proposed Westminster Marriott Full-Service Hotel in substantially the same form as attached.

Summary Statement:

- City Staff, along with Scott Weber, Manager of the Westminster Westin Hotel, have been working on a golf course marketing agreement for hotel guests. If approved by City Council, the same terms and conditions will be offered to the proposed new Westminster Marriott Full-Service Hotel per a previous incentive agreement approved by City Council.
- This agreement allows the Hotels to place foursomes on either of the City golf courses with a \$2 discount from the normal non-resident rate, up to 45 days in advance.
- The Hotels' registered groups may book tournaments (excluding weekends) up to two years in advance (minimum 20 players) at a \$5 surcharge per player above the City's prevailing tournament package rate. On very limited occasions (not to exceed four times/year) weekend tournaments may be booked with approval from the Recreation and Golf Facilities Manager.
- Groups who cancel shall automatically forfeit portions of the required deposit ranging from 50% of the total tournament fee up to 100% depending on the time of advanced notice given for the cancellation.

The Hotels will bill their guests directly for tee time reservation provided by the City's golf courses. Last-minute cancellations of tee times (less than 8 days in advance) shall be charged the full greens fee through the Hotel's billing service. Tournament bookings for Hotel registered groups will be billed directly by the City.

This agreement replaces the incentive agreement with Inland Pacific Colorado dated September 16, 1998, that refers to the City's golf courses. That agreement allowed for Hotel guests to use the City golf courses at resident rates. The other condition of the original Recreational Use Letter, relating to the use of the City's recreation centers, has been carried over into the new Agreement. Under this provision, the Hotels shall be entitled to a certain number of passes to City recreational facilities each month pursuant to City policies. In the event the Hotels use all of the passes, additional passes may be purchased at the then current City resident rate.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does City Council wish to revise the original Recreation Use Agreement with Inland Pacific Colorado (IPC) dated September 16, 1998, and enter into the proposed new agreements with the Westin and Marriott Full-Service Hotels?

Alternatives

- City Council could take no action at this time and continue to honor the original Recreational Use Agreement between the City of Westminster and (IPC)/Westin Westminster. This option would be a potential loss of revenue to the City of approximately \$7 to \$8 per hotel guest.
- City Council could modify this agreement by adding or subtracting conditions as directed to Staff.

Background Information

On September 16, 1998, the City of Westminster signed a Recreational Use Letter Agreement with Inland Pacific Colorado (IPC) as part of an incentive package relative to building the Westin Westminster Hotel at the Promenade. That original agreement allowed for the hotel's guests to take advantage of the following golf privileges.

- The Hotel guests have the right to play either of the City golf courses at resident rates. (There is a \$9 weekday/\$10 weekend differential between the resident versus non-resident green fee rates).
- The Hotel has the right to book tournament outings at resident rates.
- The Hotel has the right to reserve advance tee times four (4) days in advance of the date requested.
- The Hotel has the right to market the City golf courses to Hotel guests.
- The City assists with advanced scheduling of Hotel group tournaments.

The Westin Hotel and City Staff have been working diligently to revise the original recreational use agreement to better accommodate the desires of both parties. For example, City Staff prefers a higher greens fee rate for Hotel guests, to help boost the golf course enterprise revenues. The Hotel in turn desires more advanced tournament and single tee time bookings than the present City policy allows. As a result of a compromise, the City will get a \$7 to \$8 increase in greens fees and a \$5 premium over the prevailing tournament booking rate in exchange for allowing the Hotel more flexibility in reserving tee times (45 days in advance with a minimum 8-day cancellation notice) and tournament bookings (up to two years in advance of the requested date with a sliding scale requiring advanced notice for cancellation).

City Staff believes this new proposed golf course marketing agreement is a win/win for all parties. Per a previous incentive agreement approved by City Council dated September 13, 1999, the same terms will be offered the proposed Westminster Full-Service Marriott Hotel at such time as it becomes operational.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**CITY OF WESTMINSTER
GOLF COURSE MARKETING AGREEMENT
WITH THE WESTIN WESTMINSTERHOTEL**

(The terms and conditions of this agreement will be applied to any future agreement
with the Marriott Hotel)

THIS AGREEMENT is made this _____ day of _____, 2002, by and between THE CITY OF WESTMINSTER, a municipal corporation of the State of Colorado ("City") and THE WESTIN WESTMINSTER, a _____ corporation ("Hotel").

WHEREAS, on September 16, 1998, the City signed a Recreational Use Letter Agreement with Inland Pacific Colorado as part of an incentive package relative to building the Westin Westminster Hotel at the Promenade; and

WHEREAS, that agreement allowed for the Hotel's guests to take advantage of certain golfing privileges at the City's two golf courses, Legacy Ridge and the Heritage at Westminster (The "Golf Courses"); and

WHEREAS, the City and the Hotel wish to replace the terms of that original agreement, by entering into this use and marketing agreement for Hotel guests, which would allow the City to charge Hotel guests a higher greens fee rate in order to boost the City's golf course enterprise revenues and would allow the Hotel to realize more advanced tournament and single tee time bookings than the current City policy allows.

NOW, THEREFORE, the City and Hotel agree as follows:

The Hotel shall be allowed to place unlimited foursomes on either of the City's existing Golf Courses, Legacy Ridge Golf Course or The Heritage Golf Course, on short notice, providing there are available tee times. All Hotel guests shall be charged by the City \$2 less than the prevailing non-resident rate for greens fees.

The Hotel or Hotel-registered groups may book tournaments in advance, with the ability of the Hotel to supplement the golf course staff at the Hotel's discretion. The golf course staff will use its best efforts to work with Hotel staff to make such tournaments have a "Westin Experience." The number and days of the tournaments shall be coordinated with the Head Golf Professional at the applicable course. The final decision on all suggested changes to the City's golfing policies or procedures shall be the responsibility of the Manager of Recreation and Golf Facilities. Any staffing provided by the Westin shall work under the direction of the Head Golf Professional.

Key City and Hotel staff (Manager of Recreation and Golf Facilities, Head Pros from the Legacy Ridge and Heritage at Westmoor Golf Courses, Hotel General Manager and Hotel sales staff) shall meet once every month during golf season to discuss key issues and exchange information. The Director of Parks, Recreation and Libraries may occasionally attend these meetings when scheduling allows his attendance. The Hotel staff may make operational suggestions, which the City may consider, but the City has no obligation to implement such suggestions.

The Hotel may market and package the Golf Courses in its marketing material. The Hotel may sell Golf Course logoed soft goods by obtaining these items directly from each Golf Course pro shop at 25 percent above wholesale to cover City handling and administrative costs.

The Hotel and City staff from either Golf Course will work together on "Golf Schools" for hotel guests and/or residents. Final decisions on these special offerings shall be determined by the City's Manager of Recreation and Golf Facilities.

The term of this Agreement will be indefinite until terminated. Either party may terminate the Agreement with or without cause upon 60 days' written notice. In the event this Agreement is terminated, the Golf Courses will honor all active Hotel bookings through the date of termination.

City Staff from either Golf Course and Hotel staff will work together to develop a billing system for direct billing for Hotel guest items to the guest rooms of such guest. The greens fees and any other fees charged under this Agreement shall be charged at \$2 below the prevailing non-resident rate for the privilege of exclusive bookings. The Hotel may surcharge for additional goods or services. Specific deposit/cancellation/billing information is contained in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference.

This Agreement does not extend to any new golf courses the City may build in the future.

All tournament rates shall be charged an additional \$5 premium per person above the City's normal tournament booking rate in exchange for the privilege of advanced and priority tournament bookings. All food and beverage served on the Golf Courses shall comply with the lease provisions between the City and restaurant concessionaire. Food and beverage contracts for tournament outings shall require deposits and payments directly to the concessionaire.

All hotel outings or tournaments shall be booked according to the provisions outlined in Exhibit A.

Use of City Recreation Centers: The Hotel shall be entitled to a certain number of passes to City recreation facilities each month pursuant to City policies. In the event the Hotel uses all of the allocated passes, additional passes may be purchased at the then current resident rates.

That certain Recreational Use Letter Agreement dated September 16, 1998, is hereby terminated.

CITY OF WESTMINSTER

WESTIN WESTMINSTER

By _____
City Manager

By _____
Its _____

ATTEST:

By _____
City Clerk

By _____
Its _____

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

Tee Time Reservation Policies

1. Available for registered Hotel guests only. Advanced Hotel tee times are not to be used by Hotel Staff or non-registered Hotel associates.
2. Advanced tee reservations will be accepted up to forty-five (45) days in advance at a cost of \$2 less than the prevailing non-resident rate.
3. Hotel guests that have tee time reservations shall be required to bring a “paid voucher/certificate” from the Hotel to the golf course. These vouchers will prove the guest has paid for their green fees directly to the Hotel. Golf staff will collect the vouchers and bill the Hotel on a monthly basis for guest tee times. The guest will pay all other golf charges directly to the golf course at the time of purchase. All tournament bookings shall be between the City and the Hotel’s registered guest groups.
4. Cancellation notice must be received a minimum of eight (8) days prior to the usage date. Advance tee times will be monitored for “no shows.” If no shows become excessive, renegotiation of the advance tee time policy may be required by the City. Guests that are no-shows will be charged the full amount of the greens fees. In those cases, the Hotel will be notified to provide them notice to charge the guest prior to the City sending the monthly green fee invoice.
5. Each player must have his or her own bag and clubs. Rentals are available at the Golf shop. Advanced notification (more than 48 hours) is required to ensure rental club availability.
6. The City of Westminster’s golf courses are spikeless facilities. Collared shirts and appropriate clothing is required. The Golf Professionals can provide more specific information.

Tournament Policies

1. All tournament groups must be registered guests with the Hotel.
2. A minimum of 20 players is required to book a tournament.
3. The City shall design a tournament contract that is comparable in format to Westin Westminster’s competing hotel golf course contracts.
4. All tournament bookings shall be charged a \$5-per-player-per-round fee above the City’s prevailing tournament fees (depending on the tournament package agreed to).
5. Tournament bookings will be accepted up to two years in advance of the requested golf season. Tournament packages include greens fees, cart rental, range balls, yardage books, \$12-per-player Golf Shop credit (based on the basic tournament package rate), cart staging, cart/player signs, scorecards, tournament score sheets and hole contest markers upon request. Requests for any bookings beyond two years shall be made to the Manager of Recreation and Golf Facilities.

6. Hotel-registered tournament groups may change their booking date with the following conditions:

- a. a minimum of two weeks' notice is provided the Head Pro,
- b. tee times are available for the new date, and
- c. the original contract details, i.e., number of players, format or fees do not change.

All requests for a change in date must be in writing.

7. Tournament Deposit Policy – A deposit of 25 percent of the full tournament amount is required from each registered Hotel group upon the execution of the contract. A tournament shall not be scheduled without a signed contract and payment of the 25 percent deposit. If the tournament is conducted, the deposit will be credited to the Hotel tournament group's total contract amount. If the tournament is cancelled by the Hotel registrant group, regardless of the amount of advanced notice, the deposit shall be forfeited to the City.

8. Cancellation Policy – Tournament cancellations (groups registered with the Hotel) will be assessed the full deposit based upon a signed contract by both parties. All conditions of cancellation notices will be written into the contract between the City and registered Hotel group. In addition to full forfeiture of the deposit, the following terms shall apply between the City and Hotel-registered groups.

Cancellation notices received:

- a. Within six (6) months of the tournament date – 50 percent of the total shall be waived and 50 percent will be owed to the City.
- b. Within three (3) months of the tournament date – 25 percent of the total shall be waived and 75 percent will be owed to the City.
- c. Within one (1) month of the tournament date – Any decrease to the number of players or cancellation of the tournament shall require 100 percent payment of the original booking to the City. Changes involving increases to the number of players from the original agreement shall require additional fees as outlined in this agreement, i.e., tournament fee and rental cart fees.

The Hotel shall lend assistance whenever possible to help the City recover the above-stated fees. Conditions such as severe weather or acts of God that result in the golf course being closed for play during tournament play shall be refunded at a prorated amount based upon every nine holes started. If the golf course is closed for play prior to the start of the tournament, a full refund shall be issued.

9. Tournament Format

- a. Tournaments with 20 to 71 players shall be booked only on non-holiday weekdays, Monday through Thursday. Tee time starts shall be determined, coordinated and approved by the Head Golf Pro. Tee time starts allow foursomes to begin play every ten minutes. Times change with seasonal time changes.

- b. Tournaments with 20 to 71 players shall be allowed on Fridays, but will be required to start after 12 noon, with tee time starts as mentioned above.
- c. Tournaments with 72 to 120 players shall be scheduled as a modified shotgun start, which starts the tournament on the back nine, allowing the golf course to schedule other paying guests. Tournaments with 72 to 120 players shall be accepted on non-holidays, Monday through Friday.
- d. Tournaments with 120 players shall be scheduled as a full shotgun start, which allows groups to start on all 18 holes of the golf course. These tournaments shall be accepted on non-holidays, Monday through Friday.
- e. On rare occasions (not to exceed four times/season/golf course), Saturday, Sunday, and holiday tournament bookings may be booked at the discretion of the Manager of Golf/Recreation Facilities. To book weekend tournaments, the fee must be a guaranteed \$15,000 per day. This fee, and others, may change in future years as the City adjusts its green fees or tournament fees. If an occasional smaller tournament is approved by the Manager of Recreation and Golf Facilities on a weekend/holiday date, the tournament shall be required to start after 12 noon.
- f. Changes to the number of players in a tournament shall require changes to the tournament formats described above.
- g. Tournaments that exceed 120 players shall be charged an additional fee of \$12.50 per player (or whatever the current cart rental cost is to the City) to cover the cost of renting additional golf carts to be brought in for larger tournaments.
- h. It is the City's policy to not have any tournaments booked on the same day and overlapping times at both City golf courses.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Ryan Park Playground Contract / Master Plan

Prepared By: Julie M. Meenan Eck

Recommended City Council Action:

Authorize the purchase of playground equipment from Gametime, represented by Continental Leisure and Sales in an amount not to exceed \$60,000.

Summary Statement:

- A Citizen Survey was sent to the neighborhood surrounding Ryan Park/School in March of 2002 to gain input for park elements.
- Residents who attended the November 19, 2002, COG Meeting approved the proposed park master plan and chose the preferred playground equipment.
- The residents who participated in the meeting selected the Gametime Playground Equipment from three manufacturers' choices. Playground companies were given a budget of \$60,000 for the equipment and all matched this price.
- The playground consists of a structure for 2 to 5-year-olds, a structure for 5 to 12-year-olds and a swing set as the base requirement.
- Gametime is a reputable company that has recently supplied the playground equipment for Faversham Park and Carroll Butts Park.
- The Parks, Recreation and Libraries Department designed and will construct Ryan Park with in-house Staff beginning in the spring of 2003 and finishing in late fall.
- Ryan Park is currently on the reclaimed water system.
- A total of \$580,000 was approved in the 2003 Capital Improvement Project Fund for Ryan Park.

Expenditure Required: \$ 60,000

Source of Funds: Parks, Recreation and Libraries 2003 Capitol Improvement Program

Policy Issue

Should the City pursue the purchase of the playground equipment for Ryan Park?

Alternatives

1. Council could choose to not build the whole playground structure and save money by only proceeding with a portion, however, Staff does not agree with this due to the response of the citizen survey.
2. Council could choose not to put in a playground at Ryan Park, however, playground equipment was rated high on the citizen survey.

Background Information

Ryan Park is a 15-acre park located adjacent to the Ryan Elementary School located at 5851 W. 115th Avenue. Currently the park has two little league fields, which are programmed through the American West Little League, and maintained by the City. The remaining 13 acres were designed around the desires of the neighborhood and with the needs of City use in mind.

In March of 2002, Staff began the master planning process for Ryan Neighborhood Park, which is located north and east of Ryan Elementary School. A survey was mailed to the Arrowhead and Ryan Subdivisions. Of the 1,057 mailed surveys, 345 were returned, for a 33% response rate. The surveys returned by mail allowed each family in the adjacent neighborhood an opportunity to vote on the park elements to go into their neighborhood park. Staff then used the results of the mailed survey to develop three park development alternatives based on a design and construction budget of \$580,000.

In July 2002, a COG meeting was held to present the three alternatives. Each alternative showed a different park plan with various combinations of elements, but all having a design and construction budget of \$580,000. The residents wanted a version of the first alternative with some minor changes included. Staff went back to develop a Master Plan that addressed these changes and that would work within the project budget.

A second meeting was held in November 2002 to present the master plan and show playground alternatives. The master plan was well received and accepted by those in attendance. It has access from the neighborhood onto the school's property. The parking lot between the school and park will be shared. There are two picnic pavilions; one is centrally located between the play area for toddlers, primary users, sand box and swings, with the other being closer to the existing ball fields and the multi-purpose field. This multi-purpose field will be an open play field that can be used for any number of lawn games, including soccer practice for the City recreational and competitive teams. The plan also includes a looped trail system, benches, tables, and landscaping. This site is currently on the reclaimed water system, but regardless Staff limited the amount of sod to approximately 6 acres (out of a total of 15 acres) to be conscious of the drought situation.

Gametime designed the playground chosen from three manufacturer's alternatives. Each manufacturer worked with a budget of \$60,000. Gametime equipment holds up well and meets all of the City's specification requirements.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: 2003 Wastewater Collection System Maintenance Program

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

Recommended City Council Action

Authorize the City Manager to execute a renewal of the 2002 Wastewater Collection System Maintenance Contract for the 2003 calendar year in the amount of \$487,314 with a 5% contingency budget of \$24,365. Funds have been allocated in the 2003 Utilities Division Operating Budget for this expense.

Summary Statement

- Funds have been approved and allocated in the 2003 Utilities Division Operating Budget for wastewater collection system maintenance (\$585,650 total). The maintenance contract proposed here would be for \$487,314.50. Two other activities planned for 2003 include root foaming and large diameter TV inspection (approximately \$100,000).
- Over the past six years, the Utilities Division has utilized the same contractor, AquaSource, to perform the sanitary sewer maintenance program.
- In March 2002, City Council approved the current wastewater maintenance contract with AquaSource with the option of renewing the contract for two additional one-year periods.
- Staff met with AquaSource concerning the possibility of extending this contract for an additional year. AquaSource has indicated that their company would be willing to perform maintenance activities in 2003 for the same unit prices as in 2002.
- Given the level of experience that AquaSource has with the maintenance of the sanitary sewer system and their willingness to keep the same unit pricing for next year, staff is recommending the extension of the current contract for one additional year.

Expenditure Required: \$511,679

Source of Funds: 2003 Wastewater Field Operations Division

Policy Issue

Should the City extend the current wastewater collection system maintenance contract with AquaSource for 2003 service or open this project to competitive bids.

Alternative

Prepare bid documents and project specifications and advertise the 2003 maintenance contract for competitive bid submittals. This alternative is not recommended because City Council approved a contract with Aqua Source in 2002 that contains renewal provisions for two additional years provided that Staff is satisfied with the company's performance and pricing for the contract. Staff is very satisfied in both respects.

Background Information

Over the past six years the Utilities Division has utilized AquaSource to perform the sanitary sewer maintenance program. During this time period Utilities Division Staff competitively bid this project three times, with the most recent bid being received for the current 2002 contract. Each of these competitive bids has been awarded to AquaSource. During this time period the Utilities Division has been extremely satisfied with the level of service provided by AquaSource.

Staff has met with AquaSource concerning the possibility of extending this contract an additional year. Through conversations, AquaSource has indicated that their company would be willing to perform maintenance in 2003 for the same unit prices as 2002. In the bids received for sewer maintenance in 2002, the next lowest bidder, Guildner Pipeline Maintenance, was approximately \$140,000 (28%) higher than the AquaSource bid.

Utilities Division Staff is also anticipating completing a separate root foaming project in 2003. Currently, staff is considering foaming 50,000 feet of sanitary sewer mains. This will be done to help combat the ongoing root problem that portions of the sewer system are currently experiencing. It is believed that the current drought has exacerbated this problem, as the roots have to grow more aggressively to seek out water. This project would be bid out competitively as a separate project outside of the 2003 Wastewater Collections System Maintenance Program.

Additionally, staff anticipates cleaning and televising some sanitary sewer lines above the size of 15 inches. The current maintenance contract only includes televising or cleaning sanitary sewer lines between 6 inches and 15 inches. Maintaining lines of this size requires the use of specialized pieces of equipment and is beyond the scope of the current contract. This will be done to insure that all the sanitary sewer lines in the City of Westminster are being maintained at the same high level. This project would also be bid out competitively as a separate project outside of the 2003 Wastewater Collections System Maintenance Program.

Taking all of this into account, including the level of experience that AquaSource has with the City's sanitary sewer system, staff is confident in recommending the extension of this contract for one additional year. The area of scheduled maintenance to be completed in 2003 is the southern portion of the City in the Little Dry Creek drainage basin, south of 92nd Avenue.

In addition, AquaSource has informed Utilities Division Staff of a company name change to ECO Resources, Inc. that is to be effective in 2003.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1A-	Routine maintenance 6"- 15"	550,000 LF.	\$0.27 LF	\$148,500.00
1B-	Hot spots 6" – 15"	85,000 LF	\$0.27 LF	\$ 22,950.00
1C-	Root and Grease Removal 6"-15"	10,000 LF.	\$0.68 LF	\$ 6,800.00
1D-	Customer Service 6"- 15"	10,000 LF.	\$0.32 LF	\$ 3,200.00
1E-	Out Flow Inspection Inspect 817 Manholes Twice	1,634	\$12.60 EA	\$ 20,588.40
1F-	Wet Well Cleaning	18 each	\$200.00 EA	\$ 3,600.00
1G-	Time and Material	75 HR.	\$200.00 HR	\$ 15,000.00
2A-	Routine maintenance 6"- 15"	550,000 LF.	\$0.39 LF	\$214,500.00
2B-	Customer Service 6"- 15"	20,000 LF.	\$0.41 LF	\$ 8,200.00
2C-	New Subdivision 6"- 15"	30,000 LF.	\$0.42 LF	\$ 12,600.00
2D-	Time and Material	75 HR.	\$175.00 HR	\$ 13,125.00
3A-	Quarterly Inspection (263 x 4)	1052	\$16.80 EA	\$ 17,673.60
3B-	Re-Inspection	50	\$11.55 EA	\$ 577.50
Total Contact Price				\$487,314.50



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Second Reading of Councillor's Bills No. 69 and 70 re the Mandalay Gardens Annexation and Zoning

Prepared By: David Falconieri, Planner III

Recommended City Council Action:

1. Pass Councillor's Bill No. 69 on second reading annexing the Mandalay Gardens subdivision to the City of Westminster.
2. Pass Councillor's Bill No. 70 on second reading zoning the Mandalay Gardens area to Planned Unit Development (PUD).

Summary Statement

- City Council action is requested to pass the attached Councillors Bills on second reading that annex the Mandalay Gardens area to the City of Westminster and zone the property to PUD. The property is located north of Walnut Creek, west of US 36, and southeast the Burlington Northern railroad tracks. The property consists of approximately 70 acres.
- These Councillor's Bills were passed on first reading on December 16, 2002.

Expenditure Required: \$ 0

Source of Funds: NA

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **69**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Council of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

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

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, City Council has heretofore adopted Resolution No. making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situate, lying and being in the County of Adams, State of Colorado, to wit:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 9th day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **70**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That City Staff is recommending that the property described below be rezoned to City of Westminister Planned Unit Development (PUD) in accordance with the State Annexation Act.
- 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 to designate the property described herein as Planned Unit Development (PUD). The subject property is located in Sections 11, 12, 13 and 14, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminister, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

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 9th day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Second Reading of Councillor's Bill No. 71 re Premier Members Federal Credit Union Business Assistance Package

Prepared By: Becky Johnson, Economic Development Program Coordinator

Recommended City Council Action

Pass Councilor's Bill No.71 on second reading authorizing the City Manager to execute the implement the business assistance agreement in the amount of \$9,190, which includes permit fee rebates, construction use tax rebates and equipment use tax at move-in, with Premier Members Federal 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 Premier Members Federal Credit Union.
- 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 December 9, 2002.

Expenditure Required: \$ 0

Source of Funds: The business assistance package to Premier Members Federal Credit Union 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. **71**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT
WITH PREMIER MEMBERS FEDERAL 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, Premier Members Federal Credit Union plans to lease 18,000 square feet of existing office space at CirclePoint Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and Premier Members Federal Credit Union 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 Premier Members Federal Credit Union 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 9th day of December 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December 2002.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Second Reading of Councillor's Bill No. 72 re Open Space Supplemental Appropriation

Prepared By: Lynn Wodell, Open Space Coordinator

Recommended City Council Action:

Pass Councillor's Bill No. 72 on second reading authorizing the supplemental appropriation of \$275,500 from grants and donation into the 2002 Open Space Fund. First reading took place on December 9, 2002.

Summary Statement:

- During 2002, the City received a grant of \$75,000 from Urban Drainage and Flood Control District for the acquisition of the 5- acre Guildner property along Little Dry Creek east of Lowell Boulevard.
- The City has also received a grant of \$200,000 from the Adams County Open Space Program for the acquisition of the 8.61-acre Trust for Public Land purchase on the west end of Hidden Lake just east of Sheridan Boulevard.
- The City has also received a donation of \$500 from Westminster Alliance to Conserve Home and Habitat (W.A.T.C.H)
- This Councillor's Bill was passed on first reading on December 16th.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2002

COUNCILOR'S BILL NO. **72**
INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 20 02 BUDGETS OF THE OPEN SPACE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2002 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2002 appropriation for the Open Space Fund initially appropriated by Ordinance No. 2913 in the amount of \$4,761,666 is hereby increased by \$275,500 which, when added to the fund balance as of the City Council action on December 9, 2002 will equal \$7,997,286. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of a grant from Urban Drainage and Flood Control District, a grant from Adams County Open Space Program and a donation from Westminster Alliance to Conserve Home and Habitat.

Section 2. The \$275,500 increase in the Open Space Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
Miscellaneous Revenue			
5400.43060.0000	\$0	\$500	\$500
District Misc			
5400.40510.0000	0	<u>275,000</u>	275,000
Total Change to Revenues		<u>\$275,500</u>	
EXPENSES			
Land Purchases			
54010900.76600.0000	\$3,566,690	<u>\$275,500</u>	\$3,842,190
Total Change to Expenditures		<u>\$275,500</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 9th day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002

Subject: Resolution No. 55 re Appointments and Reappointments to Boards and Commissions

Prepared by: Michele Kelley, City Clerk

Recommended City Council Action:

Adopt Resolution No. 55 making appointments and reappointments to the Board of Adjustment, Board of Building Code Appeals, Environmental Advisory Board, Human Services Board; Library Board; Open Space Advisory Board; Parks and Recreation Advisory Board; Personnel Board; Planning Commission; Special Permit and License Board and Transportation Commission.

Summary Statement:

- City Council action is requested to consider the re-appointments to the Board of Adjustment, Board of Building Code Appeals, Environmental Advisory Board, Human Services Board; Library Board; Open Space Advisory Board; Parks and Recreation Advisory Board; Personnel Board; Planning Commission; Special Permit and License Board and Transportation Commission where terms of office will expire on December 31, 2002.
- In addition, new appointments to the Board of Building Code Appeals, Human Services Board, Open Space Advisory Board, Parks and Recreation Advisory Board and Planning Commission are requested.
- Each individual whose term will be expiring December 31, 2002 was contacted and asked if they were interested in being re-appointed to the Board, if Council so desires. These reappointments are for two-year terms.
- Pursuant to the City Charter, all of the Election Commission members term of office will expire on December 31, 2003 and no appointments are necessary at this time.
- City Council recently interviewed the 24 candidates for the current pool. In addition there are 12 applicants from 2002 that are being carried over to 2003 for a total of 36 applicants.

Expenditure Required: None

Source of Funds: n/a

Policy Issue:

Does City Council want to fill vacancies on the Boards and Commissions at this time?

Alternative:

No alternatives identified.

Background Information:

The terms of office of four of the Board of Adjustment members will expire on December 31, 2002. Christopher Beal, Jim Hall, Betty Roan and George Werkmeister are all interested in being reappointed to the Board of Adjustment.

The terms of office of two of the Board of Building Code Appeals members will expire on December 31, 2002. Greg Cullison and Delbert Ragland are both interested in being reappointed to the Board of Building Code Appeals. There are 2 current vacant positions on this Board.

The terms of office of four of the Environmental Advisory Board members will expire on December 31, 2002. Tom Acre, Carol DiGiacomo, Steve Marlin and Kathy Reynolds are all interested in being reappointed to the Environmental Advisory Board.

The terms of office of three of the Human Services Board members will expire on December 31, 2002. Teresa Valerio Parrot and Jean Pruitt are interested in being reappointed. Ed Thwaites does not want to be reappointed.

The terms of office of three members of the Library Board will expire on December 31, 2002. Ted Fleagle, Catherine Payne and Bette Tellier, are all interested in being reappointed.

The terms of office of two members of the Open Space Advisory Board will expire on December 31, 2002. Charles Jacoby and Randal Whorton are both interested in being reappointed to the Board.

The terms of office of three of the Parks and Recreation Advisory Board members will expire on December 31, 2002. Stephanie Bingham and Ronald Dickerson are interested in being reappointed to the Parks and Recreation Advisory Board. Jane Kober does not wish to be reappointed.

The terms of office of three of the Personnel Board members will expire on December 31, 2002. John Brann, Margaret Rivera and Betty Whorton are interested in being reappointed.

The terms of office of four members of the Planning Commission will expire on December 31, 2002. Martha Brundage, Michael Crocker and Jerry English, are all interested in being reappointed. Greg Lockridge does not wish to be reappointed.

The terms of office of four members of the Special Permit and License Board will expire on December 31, 2002. Michael Borchlewicz, Bill Nordberg, David Tracy and John Velasquez have all indicated they are interested in being reappointed to the Board.

The terms of office of three of the Transportation Commission members will expire on December 31, 2002. Bob Belote, Jerry Cunningham and Doug Young are interested in being reappointed.

Respectfully submitted,

J. Brent McFall, City Manager
Attachment

RESOLUTION

RESOLUTION NO. **55**

INTRODUCED BY COUNCILLORS

SERIES OF 2002

CITY OF WESTMINSTER BOARD AND COMMISSION REAPPOINTMENTS
AND NEW APPOINTMENTS

WHEREAS, Each member whose term expired on December 31, 2002 has been contacted and asked if they wish to be re-appointed to the Board where they are currently serving; and

WHEREAS, It is important to have each City Board or Commission working with its full 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 reappoint the following individuals to the City of Westminster Board or Commission listed below with the terms of office to expire December 31, 2004.

BOARD/COMMISSION	NAMES
Board of Adjustment:	Christopher Beal, Jim Hall, Betty Roan and George Wekmeister
Board of Building Code Appeals	Greg Cullison and Delbert Ragland
Environmental Advisory Board	Tom Acre, Carol DiGiacomo, Steve Marlin and Kathy Reynolds
Human Services Board	Teresa Valerio Parrot and Jean Pruitt
Library Board	Ted Fleagle, Catherine Payne and Bette Tellier
Open Space Advisory Board	Charles Jacoby and Randal Whorton
Parks and Recreation Advisory Board	Stephanie Bingham and Ronald Dickerson
Planning Commission	Martha Brundage, Michael Crocker and Jerry English
Special Permit and License Board	Michael Borchelwicz, Bill Nordberg, David Tracy and John Velasquez
Transportation Commission	Bob Belote, Jerry Cunningham and Doug Young

The following appointments are being made to fill current vacancies:

BOARD/COMMISSION	NAMES	TERM EXPIRES
Board of Building Code Appeals	Steve Wickens.	December 31, 2004
Human Services Board	David Davia	December 31, 2004
Open Space Advisory Board	Sandra Goodwin	December 31, 2003
	Moved from alternate member to regular member	
	Debrah Jones (Alternate)	December 31, 2003
Parks and Recreation Advisory Board	Ken Claussen (Alternate)	December 31, 2003
	Scott Raypholtz	December 31, 2004
	Moved from alternate member to regular member	
Planning Commission	Joe Burt (Alternate)	December 31, 2003
	Rex Wiederspahn	December 31, 2004
	Moved from alternate member to regular member	

Passed and adopted this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: TABLED Federal Boulevard/US-36 Bridge—Amendment of Intergovernmental Agreement

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

Remove this item from the table and authorize the City Manger to execute a change order to the Intergovernmental Agreement with the Colorado Department of Transportation due to increased cost of the pedestrian fencing at the Federal Boulevard bridge over US-36; authorize the expenditure of an additional \$110,360 to cover the cost of this necessary change.

Summary Statement

- In 1999, City Council approved an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) allowing the City to participate in the State's Federal Boulevard/US-36 interchange reconstruction project. The City's portion of the cost was for limited landscaping upgrades and significant enhancements to the new Federal Boulevard bridge that carry out themes developed for other bridges in the City's portion of the US-36 corridor. A total of \$757,500 has been approved for the City's participation in the project to date.
- The subcontractor responsible for the fabrication and installation of the pedestrian fencing on the bridge, a cost that was entirely the City's, has ceased operations after fabricating only a portion of the fence. No fencing has been installed. The subcontractor was included in the project under Disadvantaged Business Enterprise (DBE) specifications and CDOT is required to bid the completion of the fence work. In addition to the bid amount of \$67,270, completion of the fabrication and installation of the pedestrian fencing will cost the City \$110,360, including CDOT's administration and construction observation costs, which are allowed under the IGA with the City.
- This item was tabled at the December 9th City Council meeting to allow Staff to investigate how the performance bond might apply in the current situation. Although the general contractor's work was bonded to CDOT, the fabricator was not required to bond his work. The specifications for work by disadvantaged business enterprise subcontractors on CDOT jobs are designed to promote work for small and underutilized subcontractors and provides protection for general contractors who include DBE subcontractors on their team. There are specific procedures for completing the work when a DBE subcontractor defaults and they essentially make the general contractor whole at the expense of the project sponsor as long as no fraud or criminal intent was present.
- Staff is recommending the cost of the change be approved for reasons discussed more fully in this report. Two capital projects that involve work on US-36 or have enhancement components similar to those called for at Federal Boulevard/US-36 have surplus funds which could be used to cover this cost. Under this recommendation, approximately \$42,800 would come from the balance of funds in the Turnpike Drive Relocation project and would be combined with \$67,560 from a surplus in the Westminster Boulevard Extension project budget.

Expenditure Required: \$110,560

Source of Funds: Capital project funds

Policy Issues

Given the unforeseen events and the significant increased cost, should the City maintain its commitment to architectural enhancements to the Federal Boulevard Bridge over US-36?

Should the City pursue negotiations with CDOT to waive or ignore their specifications and the terms of the Intergovernmental Agreement with the City and share in the increased cost of the pedestrian fencing?

Alternative

Under the first alternative, the City might be able to negotiate with CDOT to pay for the pedestrian fence materials along with CDOT's costs to date (including some portion of the general contractor's costs in dealing with the subcontractor's default), and contract with another fabricator/installer for completion of the work. On paper, the City avoids the cost of CDOT administering the completion of the work. Because this would necessitate preparation of a unique bid package and would have to include construction costs that are already built into CDOT's contract with their general contractor, this approach would almost certainly cost even more than having CDOT finish the work. For these reasons, this alternative is not recommended.

A second alternative would be to request CDOT participate in the increased cost because their specifications relinquish the accountability that normally applies to contractors and subcontractors in this situation. This approach will be difficult to support because in the IGA, the City accepts that the project is being done by CDOT using their policies, procedures and specifications. In addition, there is evidence that the subcontractor mistakenly bid the work at an unreasonably low price. CDOT would certainly use this evidence to support a position that the final cost is not unreasonable. At Council's direction, Staff can pursue this approach, but the end result is unlikely to be favorable in light of these circumstances.

Background Information

In September of 1999, City Council approved an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) and participation in the costs of the Federal Boulevard/US-36 Interchange Reconstruction. The City's costs were for specific items within the project that would enhance the aesthetic character in conformance with a theme that has been developed for the US-36 corridor. They included certain landscape infrastructure that will be used in a future landscaping and gateway project, stone cladding for the bridge substructure and a decorative steel pedestrian fence on the bridge along Federal Boulevard. A total of \$757,000 was approved to cover these costs in Council's original approval in 1999 and in a subsequent change done in May 2002.

The subcontractor for the pedestrian fence work was Security First Welding Inc., working as a Disadvantaged Business Enterprise (DBE) contractor to the general contractor, Asphalt Specialties Inc (ASCI). DBE contracting is an important aspect of CDOT's contracts and DBE subcontractors are to be given much leeway and assistance by the general contractor under CDOT's specifications. In this case ASCI purchased all material for the fence, delivered it to Security First Welding and then provided labor to help with fabrication. Approximately 80% of the fence was fabricated and none has been painted or installed. Security First Welding ceased operations in summer 2002, and ASCI took possession of the materials for the job.

Normally, upon the default of a subcontractor, the completion of the fence work would be a performance obligation of the general contractor, subject to whatever claims the general contractor might make to justify additional compensation. However, CDOT's specifications are designed to give DBE subcontractors every chance to succeed and thus do not penalize the general contractor when/if their subcontractor fails. Under the rules for DBE contracting, CDOT is required to bid the completion of the fence work. In this case, it is very likely that Security First Welding underbid the fence work, possibly because the job was bid in metric units (meters of fencing instead of feet).

Their bid price of \$310 per meter (\$94 per foot) is approximately one-third the bid price for similar fencing installed as part of the Westminster Boulevard Bridge project. As a result, Security First Welding could not reasonably finish the job, even with the general contractor's assistance. CDOT has little recourse but to remove them from the list of Disadvantaged Business Enterprise contractors and would only pursue a legal claim against Security First Welding if there were indications of fraud or criminal intent. According to CDOT, these elements were not present in this case. Proposals received by CDOT for completion of the pedestrian fencing priced that work at \$110,360 and \$113,215 including CDOT's administration costs.

Although ASCI posted a performance bond to CDOT, Security First Welding was not required to bond their work to ASCI. No one has insured Security First's performance and it falls to ASCI to complete it according to the DBE specifications in the contract. They have followed those procedures and the result is described above. The City has no basis for demanding performance by the subcontractor or the general contractor because there is no contract between the City and those parties.

The language in the IGA makes the City responsible for the costs of the pedestrian fence according to the contract awarded to ASCI by CDOT at the inception of the job, and in conformance with CDOT's specifications, including those covering the circumstance of default by a DBE subcontractor. One alternative to the CDOT mandated approach was explored. Assuming that the decorative fence is a desirable element of the completion of the bridge, the City could request that they be able to take receipt of the materials and complete the job itself. CDOT and ASCI would be entitled to their costs to date (an estimated \$95,000). While this might eliminate CDOT's administration costs on having ASCI complete the work, it brings with it the City's own administration costs and other costs associated with the City developing a unique bid package, contracting for the work directly, including mobilization and construction traffic control on top of the fabrication and installation itself. In CDOT's approach, mobilization and traffic control to complete the work are being absorbed within CDOT's original contract with ASCI. Completion of the project would almost certainly be more expensive and delayed, possibly by four to six months as the details are worked out. This alternative is not recommended.

A second alternative would be to pressure CDOT to share in the increased cost of the fencing because their specifications allow the contractors to avoid accountability. At the staff level, including an inquiry by the City Manager's office, this request for CDOT's participation has been denied. A more concerted effort might be merited but CDOT would have to waive their own specifications, which clearly explain the procedures for a defaulting DBE subcontractor. The other hurdle is the apparently unrealistic bid of Security First Welding. The proposed final cost for the pedestrian fencing reduces to a unit cost of \$231 per linear foot, comparable to the cost of similar bridge fences on two other projects done by the City. These circumstances do not favor the City's position.

Staff is recommending that Council approve the change order to the City's IGA with CDOT to pay an additional \$110,360 to complete the fabrication and installation of the pedestrian fencing on the Federal Boulevard bridge over US-36. Two projects that are essentially complete have surplus funds that could be applied toward this necessary work. One is the Turnpike Drive Relocation project with a balance of \$42,800. This project was created as a result of the Federal Blvd/US-36 project and made it possible for the City to retain Turnpike Drive near 76th Ave. A surplus also exists in the Westminster Boulevard Extension project sufficient to cover the remaining \$67,560 of the \$110,360 increased cost of the fence work. The City's participation in the Federal Boulevard/US-36 Interchange Reconstruction will then be a maximum of \$867,860.

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: 73rd Avenue/Lowell Boulevard Area Phase O Development Agreement

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action:

Approve the Development Agreement with Community Builders, Inc. relative to Phase I of the 73rd Avenue/Lowell Boulevard Area redevelopment project.

Summary Statement:

- The City Council and Westminster Economic Development Authority Board (WEDA) entered into a pre-development agreement on November 12, 2001 with Community Builders, Inc. (DEVELOPER) to redevelop the 73rd Avenue/Lowell Boulevard area, including the Aspen Care Nursing Home site.
- The Development is to be phased in over several years as follows: Phase I – Townhouses; Phase II – Commercial/Office; Phase III – Commercial/Condos; Phase IV -- Commercial
- The Developer is in the process of acquiring and securing all property required to proceed with Phase I of the project, and has completed plans accordingly. The plans call for the construction of 50 townhomes on three sites (Attachment A), including the Aspen Care Nursing Home site.
- The total cost of acquisition, including commissions, environmental remediation, and building demolition is \$1,785,513, which equates to about \$12.31 per square foot of land.
- The Developer has agreed to pay \$700,000 or \$14,000 per lot towards the land acquisition. This equates to \$4.83 per square foot. The Developer is paying a significantly higher land cost as compared to a standard value of \$2.00 to \$3.00 per square foot for land for this level of density.
- The City and WEDA would contribute a total of \$1,085,513 towards the land acquisition, which would be borrowed by the City or WEDA. Staff is finalizing financing options, which will be presented to Council and/or WEDA at an upcoming meeting. Staff anticipates finalizing a financing package by March 2003.
- The Developer would pay all applicable development-related fees and use tax. In return, the City would contribute permissible development-related fees towards repayment of the loan.
- The following estimated revenue proceeds would be used towards repayment of the loan:
 - Development –related Fees and Use Tax: \$452,264
 - Property Tax Increment: \$533,249 (10 years)
 - Sale of remnant parcel of land \$100,000
- Upon approval of the Development Agreement the Developer will close on the remaining property and proceed quickly with demolition of the buildings on the Aspen Care site.

Expenditure Required: \$1,085,513.00

Source of Funds: Funding proceeds would initially come from the Westminster Housing Authority (WHA) per an agreement with the City, and to be reimbursed upon the City and/or WEDA securing a private-sector loan. The loan would be repaid using the development-related fees, use tax, and property tax increment generated by the townhouse development.

Policy Issues

- Should the City or WEDA consider incurring debt to facilitate residential development as well as commercial development that would replace blighted and underutilized areas in the urban renewal area?
- Should City Council pledge all development-related fees and use tax proceeds in assisting residential redevelopment projects as it could raise similar expectations from other residential developers interested in building in the City?
- Is the cost to the City reasonable given the benefits to be gained as a result of the revitalization and construction of new housing to replace an abandoned nursing home and other underutilized properties in an urban renewal area?

Alternatives

- Council may choose to reduce the level of City participation and instruct Staff to renegotiate the terms accordingly. Staff advises that such a request could put the project in jeopardy of proceeding. The Developer has already raised his per lot cost from \$12,000 per unit to \$14,000 per unit, while simultaneously absorbing a reduction in the number of units through the ODP approval process. Extending negotiations could also cause the Developer's contract to purchase the Aspen Care site to lapse.
- Council may choose to not proceed with finalizing an agreement with Community Builders, Inc. and reopen the process to another developer. Staff strongly recommends that Council not pursue this alternative as it would delay the project indefinitely, and the prospect of finding another developer willing to offer better terms is uncertain.
- Council may choose to not proceed with redevelopment of property within the 73rd Avenue/Lowell Boulevard area at this time. Staff recommends that Council not pursue this alternative as it could impair the City's ability to attract developers for other projects in the future. Further, any decision to not pursue redevelopment, particularly on the Aspen Care site, could raise concerns within the south Westminster community.

Background Information

On November 12, 2001 the City Council entered into a pre-development agreement with Community Builders, Inc. in relation to the Council's acceptance and selection of a redevelopment proposal solicited by the City in May 2001. In accordance with the provisions of the agreement the Developer initiated preparation of development plans, began securing property upon which to construct new townhomes, and entered into negotiations with City staff relative to the preparation of a development agreement.

Property Acquisition

The timing of acquisition was a major issue relative to moving forward with the project. The length of time and complexities related to the acquisition of 14 individual parcels affected the Developer's ability to secure purchase options. In some instances, property owners wanted to list their property(s) for sale immediately, while others had a comfort level in accepting a long-term option to purchase. Given the immediacy relative to some acquisitions, the Developer purchased and took title to five parcels of land at a cost of \$584,463. In addition, the Developer has a contract to purchase on all the remaining property at a cost of \$1,016,501. Following are the agreed to purchase prices for each of the properties (see attached map).

<i>Name of Seller</i>	<i>Location/Map Reference No.</i>	<i>Description</i>	<i>Agreed to Price</i>	<i>Status</i>
Victor Figuero	Lowell Boulevard (1)	1-single family home/zoned commercial	\$185,000	Purchased
Bob Arnold	Lowell Boulevard (2)	1-single family home/zoned commercial	\$184,000	Purchased
Jay Moskowitz/	Lowell Boulevard (3) (Aspen Care)	Abandoned commercial nursing home	\$325,000	Under Contract thru Dec. 2002
Swanson family	73 rd Avenue (4)	1,250 sq. ft. of vacant land/zoned commercial	\$13,000	Purchased
LaBounty family	73 rd Avenue (5)	1250 sq. ft. of vacant land/zoned commercial	\$13,000	Purchased
Herb Waltmeyer	72 nd Avenue (6)	2 vacant lots/zoned commercial	\$275,000	Under Contract thru Nov. 2002
Henry Zawicki	Meade Street (7)	2-single family homes/zoned commercial	\$350,000	Under Contract thru Nov. 2002
Rick Brewer	Meade Street (8)	1-single family home/zoned commercial	\$170,115	Purchased
Subtotal			\$1,515,115	
Real Estate Broker Fees			\$85,849	
Total			\$1,600,964	

Staff feels the acquisition costs reflected in the table are within reasonable valuation parameters for the immediate neighborhood. Staff based this conclusion on the following observations.

- The values were consistent with valuations established by City-initiated appraisals conducted on other nearby properties within the neighborhood;
- All of the properties were zoned for some level of commercial use; and,
- At the time the Developer commenced with negotiating acquisitions, sales of standard-sized single-family homes within the neighborhood ranged from \$160,000 to \$180,000. Some residences on larger lots sold at levels closer to \$200,000.

The Developer has agreed to pay \$700,000 for the land, leaving a balance of \$900,964 to be covered by the City or WEDA relative to land purchases. The Developer’s land offer is based on a market report prepared for the Developer, which established a base sales price of \$150,000 for a new townhouse unit in the neighborhood to ensure quick and consistent sales. Based on this report, the Developer determined that his acquisition cost needed to be in the range of \$12,000 per unit. Through negotiations, the Developer agreed to increase the payment to \$14,000 per unit. Through the Official Development Plan (ODP) review process, it was established that a total of 50 townhomes would be permitted. The Developer’s offer equates to almost \$5.00 per square foot of land, which is considerably higher than comparable residential transactions, which typically range from less than \$2.00 to under \$3.00 per square foot for projects of comparable numbers of units per square foot.

Environmental Remediation and Demolition

The Developer has proceeded to evaluate the remediation and demolition needs relative to each property and has received a bid of \$184,549 to complete the work. Per the agreement, the City of Westminster would contribute up to \$184,549 to complete the remediation and demolition. The Developer intends to immediately demolish the buildings on the Aspen Care site upon closing the acquisition.

Further, City would agree to relocate the house sold by the Arnold family, which is identified by the Westminster Historical Society as having historic significance. Staff is working to find a nearby site, possibly on Wilson Court, on which to relocate the house. Staff would work through the Westminster Housing Authority to secure the property, prepare the lot for relocation, and move and prepare the house for resale as an affordable unit. Any proceeds from the sale would be used to repay the loan. The cost to move the house is estimated in the range of \$30,000 to \$40,000 (includes new foundation).

Infrastructure and Off-site Improvements

The Developer will assume full responsibility for making on-site improvements as required in the ODP. The Developer further will incur the cost of making off-site improvements along Lowell Boulevard, which will include sidewalk improvements and landscaping. In anticipation of possible future improvements along Lowell Boulevard, including parking and a bicycle trail, Staff also required the Developer to provide additional right-of-way along the west side of the street as part of the ODP submittal. The Developer did agree to this stipulation and submitted plans accordingly.

The development of townhomes along Meade Street will also require off-site improvements adjacent to the project. These improvements would only involve about one-half of the length along the west side of the street between 72nd Avenue and 73rd Avenue, requiring the City to eventually complete the rest of the improvements. Concurrently, the City's Water and Wastewater Division will be ripping up the street to replace old water and sewer lines as part of its annual replacement program in early 2003. Given these two significant issues and the opportunity to create a visually appealing streetscape to compliment the 73rd Avenue improvements, the City would assume the responsibility of improving Meade Street using Community Development Block Grant (CDBG) funds approved by City Council on November 11, 2002. The Developer also agrees to contribute up to \$50,000 towards the streetscape project. The Developer's actual contribution would be based upon a pro-rated share (based on a lineal foot cost for reconstruction of the entire street) of the total cost to improve Meade Street, not to exceed \$50,000.

Affordable Housing

The agreement requires the Developer to sell no less than 10 units at a base price of \$170,000 or less, providing an opportunity for households earning up to about 70% (\$50,000) of the area median household income to purchase a new unit. The area median income is currently about \$68,000. The Developer actually hopes to make initial sales at around \$150,000. At \$150,000, the homes would be accessible to households at about 60% of median income. The Developer is also forming a partnership with Colorado Rural Housing (CRH), a locally based non-profit, to sell some of the units to CRH first-time homebuying clients.

City Funding Sources

Staff is working to secure a loan from a number of sources to provide the long-term financing to cover this cost. Response from the prospective financial institutions has been extremely encouraging leading Staff to believe a loan can be secured within the next several months. Upon receiving and analyzing the various proposals, Staff will recommend a financing option to City Council at a future Council meeting.

In the interim, the City needs to provide short-term bridge financing to ensure the necessary land acquisitions, including the Aspen Care site, can be completed prior to the purchase contracts lapsing at the end of December 2002. The Westminster Housing Authority has about \$1.5 million in discretionary funds available to be used in assisting affordable housing development. Accordingly, the City would seek the assistance of the housing authority to provide the bridge financing allowing the land acquisitions to proceed in a timely manner.

The City would agree to reimburse the WHA fund from the proceeds of the loan secured to provide long-term financing. A resolution pertaining to the requested financing assistance has been prepared for the Westminster Housing Authority Board's consideration.

Revenues pledged by the City Council and WEDA would be used to pay the debt service on a loan from the private sector, or could be used to reimburse the WHA fund in the event long-term financing cannot be arranged. The revenue pledge from WEDA would be second to the pledge to repay the existing WEDA bonds. Staff estimates there will be sufficient revenues flowing from this project to pay for additional debt service or repay the WHA.

Development Fees, Use Tax and Tax Increment

Per the development agreement the Developer would pay all the development-related fees and construction use tax at such time as permits and certificates of occupancy are requested. As part of the agreement, the City would allow all fee and use tax proceeds, estimated at about \$450,000, to be applied to repayment of the loan. In addition, the Developer agrees to support WEDA should it move to incorporate those properties currently not located within the urban renewal area into the WEDA district. WEDA would then pledge the property tax increment towards repayment of the loan balance. It is estimated that the property tax increment would be \$40,000 to \$50,000 per year, resulting in about \$1 million over 20 years. None of the property to be developed in Phase I is currently within the Urban Renewal District, and thus not currently pledged to cover WEDA's existing debt. Thus, the tax increment proceeds may be made available to assist in financing the development. The project would only require use of about \$500,000 to \$600,000 of the increment proceeds to pay the loan.

City Risk and Mitigation Measures

Provisions are built into the Development Agreement to ensure the City is able to proceed with the development on the property in the event Community Builders is unable to fulfill completion of the project. The Developer is required to have written assurance from their lender that the City may, at its discretion, intercede to either take possession or find a new developer for the project prior to proceeding with any foreclosure on any of the properties. In addition, the repayment of a loan is premised on the revenue raising capability of the project alone and does not require any additional cash contribution from the City to repay the loan. As such, the revenues would eventually be produced at such time the project is developed regardless of the developer involved.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

DRAFT

A DEVELOPMENT AGREEMENT

Between

The City of Westminster

and

Community Builders, Inc.

Related to the

**73RD AVENUE / LOWELL BOULEVARD AREA
REDEVELOPMENT PROJECT**

This Agreement is made and entered into this ____ day of December, 2002, by and between the CITY OF WESTMINSTER (City) and COMMUNITY BUILDERS, INC. (Developer).

WHEREAS, the City has indicated its desire to improve and redevelop the area in the immediate vicinity of Lowell Boulevard and 73rd Avenue, including the property known as the Aspen Care Nursing Home property, and whereby the Westminster Economic Development Authority (WEDA) selected a developer to prepare redevelopment plans for the area; and,

WHEREAS, the Developer has prepared and submitted redevelopment plans in accordance with standard development review procedures established by the Westminster Municipal Code, and,

WHEREAS, the Developer has fulfilled its obligations relative to the pre-development agreement approved by WEDA and the City on December 18, 2001; and,

WHEREAS, the Developer has all of the property, either in ownership or under contract to purchase, that is necessary to proceed with the first phase of development; and,

WHEREAS, the City and the Developer wish to set forth the terms upon which the Developer shall proceed with development activity;

NOW, THEREFORE, in consideration of the above premises, covenants, promises, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

REDEVELOPMENT PARCELS shall mean Site I, Site II, and Site III, as legally described in Exhibit A attached hereto.

DEFAULT means those occurrences or events specified and defined in section 9 of this Agreement.

FEES shall mean: the required development and building-related fees and taxes applicable to the Project, including but not limited to:

- a. Planning and Engineering Processing Fees, as applicable and more specifically detailed in Exhibit B;
- b. Building Permit Fees, as applicable and reflected in Exhibit C;
- c. Construction-related Use Tax;
- d. School Land Dedication Fee;
- e. Park Improvement Fee; and,
- f. Park Land Dedication Fee

FORCE MAJEURE means damages or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, snow storms which prevent outdoor work from being accomplished, severe rain storms, severe hail storms, or below freezing temperatures of abnormal degree or for an abnormal duration, or tornadoes, earthquakes, floods, or other events or conditions beyond the reasonable control of the party affected, which shall not include the party's inability to pay its debts, which in fact prevents the party from discharging its respective obligations hereunder.

PROJECT shall mean the development of the Redevelopment Parcels in compliance with all requirements of:

- a. Preliminary and Official Development Plan, 7490 Lowell Boulevard – Site I
- b. Preliminary and Official Development Plan, 7383-7395 Lowell Boulevard – Site II
- c. Preliminary and Official Development Plan, 7247-7261 Meade Street – Site III

OFFICIAL DEVELOPMENT PLAN shall include the three Preliminary and Official Development Plans listed under the definition of Project

SITES shall mean:

- a. Site I – 7490 Lowell Boulevard (the Aspen Care Site)
- b. Site II – 7383-7395 Lowell Boulevard (the West Lowell Site)
- c. Site III – 7247-7261 Meade Street (the Meade Site)

2. LAND ACQUISITION AND FINANCIAL CONSIDERATIONS

2.1 The Developer shall be responsible for the purchase of all the property required to complete the Project at a cost of \$1,600,964, as negotiated and agreed to between the Developer and the respective property owners, inclusive of all costs associated with real estate commissions and closing as applicable.

a. The Developer agrees to pay \$700,000.00 towards acquisition of the land required for development;

b. The City shall contribute no more than \$900,964.00 towards the cost of land acquisition, which shall be made available on the date of the Developer's closing on the Redevelopment Parcels.

2.2 The Developer further agrees to conduct the environmental remediation and demolition of structures approved for demolition by the City, and the City shall provide funding of not more than \$184,549 for this work. This contribution is in addition to the contribution to land acquisition costs stated in 2.1.b above. The Developer shall document its costs to the City's satisfaction prior to receipt of the City's reimbursement.

2.3 The City shall assume the cost of relocating the single family structure and accessory buildings as deemed by the City to be appropriate, located at 7383 Lowell Boulevard, referred to as the Arnold House.

2.4 The Developer shall pay all Fees and Taxes in lump-sum payments for each Site as follows:

a. Site One - Fees and Taxes shall be paid prior to issuance of the certificate of occupancy for the last building on the Site

- b. Site Two - Fees and Taxes shall be paid prior to issuance of certificate of occupancy for the last building on the Site
- c. Site Three - Fees and Taxes shall be paid prior to issuance of building permits

2.5 The City will assist the Developer to secure low-interest loan funds from the Colorado Brownfields Revolving Loan Fund to assist in environmental remediation efforts as applicable and deemed necessary by the Developer and permissible pursuant to U.S. Environmental Protection Agency regulations.

2.6 The Developer agrees to support WEDA and the City in including all three Sites into the Westminster Urban Renewal Area following acquisition by the Developer.

3. SUBDIVISION AND PROPERTY OWNERSHIP

3.1 Upon payment by the City, as provided for in Section 2.1.b above, the Developer shall convey to the City that property described in Exhibit D, and to be more specifically described on the required subdivision plat for that portion of the project located on Meade Street between 72nd Avenue and 73rd Avenue (“the Waltmeyer Property”).

3.2 The Developer shall retain a right of first refusal to negotiate repurchase of the Waltmeyer Property for a period of three years from the date of Official Development Plan (ODP) approval by City Council. If the City receives and accepts an offer to purchase the Waltmeyer Property from a prospective buyer other than the Developer, the Developer has 30 days from the date of the City’s written notification to exercise the right to purchase property at a value of equal or better value. In the event the Developer chooses not to exercise the right, the City may proceed to sell the Waltmeyer Property at its discretion.

3.3 The City Council has passed or will consider passage of an ordinance to vacate the westerly 10 feet of Meade Street right-of-way immediately contiguous to the east boundary of Site III, which will result in title to the 10-foot strip vesting in the adjacent Redevelopment Parcel.

4. DEVELOPMENT ALLOWANCES AND AFFORDABLE HOUSING

4.1 The Developer agrees to sell no less than 20 percent of the units (ten units) at a base price not to exceed \$170,000.

4.2 The Developer shall partner with one or more qualified non-profit organizations to identify prospective qualifying homebuyers for the ten affordably priced units.

4.3 The City shall designate \$50,000 in 2003 HUD HOME funds, through the Adams County Housing Authority, towards purchase of the townhouse units by qualifying first-time homebuyers. The funds shall be made exclusively to homebuyer prospects for a period of 12 months from the date of issuance of the first building permit.

5. OFF-SITE PUBLIC IMPROVEMENTS

5.1 The Developer shall be responsible for the cost of making all off-site improvements along Lowell Boulevard as required per concept and construction plans prepared in conjunction with the Lowell Boulevard Enhancement Project, with the exception of undergrounding of overhead utility lines along the street frontages which shall be improved as provided for in Section 5.3 below.

5.2 The City shall reconstruct the length and both sides of Meade Street between 72nd Avenue and 73rd Avenue.

a. The City shall bid and contract for all improvements in Meade Street including water and sewer lines, curb, gutter and sidewalk, and landscaping.

b. The Developer shall contribute a proportional share of the cost related to the improvements, excluding water and sewer line installation, not to exceed \$50,000. Such payment shall be due upon completion of the Meade Street improvements and prior to issuance of building permits on Site Three.

5.3 Off-site improvements pertaining to the undergrounding of overhead utility lines along both Meade Street and Lowell Boulevard shall be coordinated with and paid for by the City using the “1% underground set-aside” account with Xcel Energy.

6. WATER AND SEWER SERVICE

6.1 The City agrees to provide the necessary “service commitments” to serve the number of townhomes approved on the ODP.

6.2 The Developer shall pay the full cost of City water and sewer taps for all 50 of the townhouse units based on the rate schedule effective at such time building permits are issued.

7. REPRESENTATIONS AND WARRANTIES.

7.1 REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER.

The Developer represents and warrants to the City that:

a. The Developer is a corporation duly organized, validly existing and in good standing and authorized to operate in the State of Colorado; has the legal capacity to enter into and perform its obligations under this Agreement and the documents to be executed and delivered pursuant hereto; the execution and delivery of this Agreement and such documents and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement and such documents and that such performance and observance are valid and binding upon the Developer. The execution and delivery of this Agreement, the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflicts with or contravene any law, order, rule or regulations applicable to the Developer or the Developer’s governing documents; (ii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which the Developer is a party or by which it may be bound or affected; or (iii) permit any party to terminate any such agreement or instrument or to accelerate the maturity of any indebtedness or other obligation of the Developer.

b. The Developer knows of no action, suit, proceeding or governmental investigation that is threatened or pending contesting the powers of the City, WEDA, the Developer or any of its principals with respect to the Project or this Agreement that has not been disclosed in this Agreement.

c. The Developer has the necessary financial and legal ability to perform this Agreement and to construct the Improvements.

7.2 REPRESENTATIONS AND WARRANTIES OF THE CITY.

The City represents and warrants to Developer that:

a. The City is a home-rule governmental subdivision of the State of Colorado and has the power to enter into and has taken all actions required to date to authorize this Agreement and to carry out its obligations hereunder.

b. The activities of the City in the Project area are undertaken for the purpose of eliminating and preventing the development or spread of blight and revitalizing the physical and economic structure of the community.

c. The City knows of no litigation, threatened litigation, proceeding, initiative, referendum or investigation or threat or any of the same contesting the powers of the City or its officials with respect to the Project or this Agreement that has not been disclosed in this Agreement.

d. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the City or to the City's governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligations of the City.

e. The City is a political subdivision of the State of Colorado and is exempt from the payment of property taxes levied pursuant to §3, Article X of the Colorado Constitution.

8. INSURANCE; INDEMNIFICATION

8.1 INSURANCE. At all times while the Developer is engaged in the Project, the Developer will provide the City with proof of payment of premiums and certificates of insurance showing that the Developer is carrying, or is causing its prime contractor to carry, the builder's risk, comprehensive general liability and worker's compensation insurance policies in amounts and coverages reasonably satisfactory to the City. Such policies of insurance shall be placed with financially sound and reputable insurers, require the insurer to give at least 30 days advance written notice to the City in the event of cancellation or change in coverage and shall name the City as an additional insured specifying that the insurance shall be treated as primary insurance.

8.2 INDEMNIFICATION. The Developer shall defend, indemnify, assume all responsibility for and hold the City and its elected officials, consultants, officers and employees harmless (including, without limitation, attorneys' fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the Developer's activities, and not caused by the City's activities, under this Agreement or while making tests or surveys on the Project area, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered before or after completion or termination of this Agreement.

9. EVENTS OF DEFAULT AND REMEDIES

9.1 DEFAULT BY THE DEVELOPER. Default by the Developer shall mean one or more of the following events:

a. The Developer abandons construction of the Project. Abandonment of construction occurs if construction activities on a Site cease for a period of thirty (30) consecutive days at any time after issuance of building permits for that Site; provided however, that a temporary cessation of construction activities resulting from Force Majeure shall not be deemed to be abandonment for the duration of such Force Majeure.

b. The Developer fails to pay promptly any uncontested cost or expense required to be paid by the Developer under the terms of this Agreement. Developer may contest any cost or expense so long as adequate security is provided to the City.

c. The Developer transfers or assigns its interest in this Agreement or in any Site or the Improvements, or any interest in the Developer is transferred or assigned, without the written consent of WEDA.

d. The Developer commences a voluntary bankruptcy case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or is the subject of any involuntary case of such nature not dismissed within ninety (90) days after such is filed, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of the Developer or of any substantial part of its property, or the Developer makes any general assignment for the benefit of creditors or generally fails to pay its debts as they become due or takes any action in furtherance of such action.

e. The Developer fails to substantially observe or perform any covenant, obligation or agreement of the Developer as provided in this Agreement.

9.2 DEFAULT BY THE CITY. Default by the City means the failure of the City to substantially observe or perform any covenant, obligation or agreement required under this Agreement.

9.3 NOTICE OF DEFAULT. No Default under paragraph 9.1 or paragraph 9.2 shall constitute an event of Default until actual notice of such Default shall be given by the non-defaulting party in accordance with paragraph 13.9 to the defaulting party and the defaulting party shall have had thirty (30) days after the receipt of such notice to correct said Default or cause said Default to be corrected, and shall not have corrected said Default or caused said Default to be corrected within the applicable period. If said Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued until the Default is corrected and is completed no later than ninety (90) days after receipt of notice. No party, nor any successor in interest or permitted assigns, shall be considered in breach of, or in default of, its obligations under this Agreement in the event of any delay caused by Force Majeure.

9.4 REMEDIES IN THE EVENT OF DEFAULT

a. REMEDIES OF THE CITY. In the event of default by the Developer, the City may do any or all of the following:

- (1) Seek any available remedy at law, including damages.
- (2) Seek enforcement of any of the Developer's obligations hereunder by any equitable remedy, including specific performance or injunction.
- (3) Suspend performance hereunder.
- (4) Cure the Default, for which the Developer agrees to indemnify the City.
- (5) Elect to terminate this Agreement.
- (6) Exercise the Option to Purchase provided for in section 10.

b. REMEDIES OF DEVELOPER. In the event of default by the City, the Developer may do any or all of the following:

(1) Seek any available remedy at law, but under no circumstances shall City be liable for consequential or punitive damages.

(2) Seek enforcement of any of the City's obligations hereunder by any equitable remedy, including specific performance or injunction.

(3) Under no circumstances may the Developer suspend its own performance hereunder or seek or elect to terminate this Agreement in the event of Default by the City.

10. **THE CITY'S OPTION TO PURCHASE.** In addition to any other remedies provided in paragraph 9.4, upon Default by the Developer which is not cured under paragraph 9.4, the City shall have an option to repurchase any Sites that have not been completed and any improvements constructed or under construction and to receive an assignment of any leases for any of the improvements or Sites, subject to any encumbrances incurred by the Developer and approved by the City. In the event the City exercises its option to purchase a Site and any improvements or leases by written notice in accordance with paragraph 11, Developer shall deliver to the City within fifteen days of receipt of the notice a deed reconveying the Redevelopment Parcel(s) to the City and all necessary documents assigning Developer's interest in any leases or contracts for the Improvements.

11. **RESALE OF REDEVELOPMENT PARCELS.** After conveyance of the Redevelopment Parcel(s) and assignment of any leases to the City pursuant to paragraph 10, the City will use its best efforts to resell the Redevelopment Parcel in accordance with applicable law to a qualified and responsible party or parties who will assume the obligation of completing the Project in accordance with the approved development plans. The proceeds of such resale shall be applied first to repay any outstanding private-lending encumbrances secured by the Redevelopment Parcel, then to repay the City for all amounts expended pursuant to this Agreement, and then to pay costs of the City incurred by the Default, by the exercise of the option to purchase pursuant to paragraph 10, and by the resale of the Redevelopment Parcel. Any sums remaining following reimbursement as noted shall then be paid to the Developer.

12. **RESTRICTIONS ON ASSIGNMENT AND TRANSFER.**

12.1 **NO SALE OR TRANSFER WITHOUT CONSENT.** Prior to the issuance of certificates of occupancy, the Developer shall not close on any total or partial sale or transfer in any form of the Agreement, the Redevelopment Parcels, or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be reasonably withheld. Notwithstanding any other provision of this Agreement, the City acknowledges that the Developer may assign its interests in this Agreement to an affiliated entity for the purpose of constructing and operating the Project. The City will consent to such assignment upon submission by Developer of all documents related to the assignment and approval by the City indicating that all conditions of this Agreement have been satisfied.

12.2 **CONDITIONS TO THE CITY'S CONSENT.** The City may require as a condition to its approval any or all of the following:

a. Any transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary to fulfill the obligations of the Developer under the Agreement.

b. Any transferee, by instrument satisfactory to the City, shall assume all of the obligations of the Developer under this Agreement and agree to be subject to the conditions and restrictions to which the Developer is subject or such different obligations approved by the City. The fact that any such transferee or successor has not assumed such obligations or so agreed shall not relieve such transferee or successor from such obligations, conditions or restrictions, or limit any rights or remedies of

the City with respect to the Redevelopment Parcels. No transfer of ownership of all or any part of the Redevelopment Parcel or any interest therein, however occurring and whether voluntary or involuntary, shall limit City's rights, remedies or controls provided in this Agreement.

c. The Developer shall submit to the City for review all instruments and other legal documents involved in effecting transfer, and, if approved by the City, its approval shall be indicated to the Developer in writing.

d. The Developer and its transferee shall comply with such other reasonable conditions as the City may reasonably require to safeguard the purposes of the revitalization efforts and the Westminster Urban Renewal Plan.

12.3 NO TRANSFER WITHOUT CONSENT. In the absence of specific written agreement by the City, no transfer of the Redevelopment Parcel prior to the completion of the Project shall relieve the Developer or any party bound by the Agreement or otherwise, from any of its obligations.

13. MISCELLANEOUS

13.1 CONTROLLING LAW AND VENUE. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Venue for any action arising under this Agreement or any amendment or renewal thereof shall be in the District Court of Adams County, Colorado.

13.2 ATTORNEYS' FEES. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

13.3 TITLES OF SECTIONS. Any titles of the several part sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

13.4 CONFLICTS OF INTEREST. None of the following shall have any interest, direct or indirect, in this Agreement: any member of the governing body of the City; an employee of the City who exercises responsibility concerning the project or any agreement implementing the Westminster Urban Renewal Plan, or an individual or firm providing consulting or legal services in connection with the project. None of the above persons or entities shall participate in any decision relating to this Agreement that effects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

13.5 TIME OF THE ESSENCE. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

13.6 SEVERABILITY. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not effect the application or validity or any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable, and there shall be substituted for each such provision, covenant, agreement, or portion a valid, binding and enforceable provision that, as nearly as possible reflects the intent of the parties.

13.7 GOOD FAITH OF THE PARTIES; CONSENT OR APPROVAL. In performance of this Agreement or in considering requests for extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this

Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. The Developer agrees and acknowledges that in each instance in this Agreement or elsewhere where City is required or has the right to review or give its approval or consent, no such review, approval or consent shall imply or be deemed to constitute an opinion by the City, nor impose upon the City, any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirement or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval, and consent by City under the terms of this Agreement are for the sole and exclusive benefit of the Developer and no other person or party shall have the right to rely thereon.

13.8 SURVIVAL. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement. The representations, warranties and indemnities made by the parties to this Agreement and the covenants and agreements to be performed or complied with by the respective parties under this Agreement before Closing shall be deemed to be continuing and shall survive the Closing. Nothing in this Section shall affect the obligations and indemnities of the parties with respect to covenants and agreements contained in this Agreement that are permitted or are required to be performed in whole in part after the Closing.

13.9 NOTICES. A notice, demand, or other communication under this Agreement by any party to the other shall be in writing and shall be sufficiently given, delivered in person, by prepaid overnight express mail or express courier, or if it is dispatched in writing by registered or certified mail, postage prepaid, return receipt requested:

City of Westminster and WEDA
4800 West 92nd Avenue
Westminster, Colorado 80031
Attention: J. Brent McFall, City Manager
Telephone: (303) 430-2400
Fax: (303) 650-0158

Community Builders
7032 South Revere Parkway
Englewood, Colorado 80112
Attention: Steve Davis
Telephone: (720) 875-9115
Fax: (720) 875-9114

13.10 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

13.11 INCORPORATION OF EXHIBITS. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

13.12 NO THIRD PARTY BENEFICIARIES. No third party beneficiary rights are intended or created in favor of any person not a party to this Agreement.

13.13 ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces in their entirety any agreements, understandings, warranties, or representations between the parties. This Agreement shall not be amended except by written instrument. Each amendment, which is in writing and signed and delivered by the parties, shall be effective to amend this Agreement.

13.14 FURTHER ASSURANCES. The parties agree to execute such documents and take such action as shall be reasonably requested by the other party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the provisions and intent of this Agreement.

13.15 ESTOPPEL CERTIFICATE. The parties agree to execute such documents as the other party shall reasonably request to verify or confirm the status of this Agreement and of the performance of the respective obligations of the parties and such other matters as the requesting party shall reasonably request.

13.16 WAIVER. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement shall constitute a waiver of such breach or of any other covenant, agreement, term or condition. Any party by giving notice to the other parties may, but shall not be required to, waive any of its rights or any conditions to any of its obligations under this Agreement. No waiver shall effect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.17 THE CITY WEDA NOT A PARTNER; DEVELOPER NOT THE AGENT OF THE CITY. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the City shall not be deemed or constituted a partner or joint venturer of the Developer, the Developer shall not be the agent of the City and the City shall not be responsible for any debt or liability of the Developer.

13.18 NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES. No councilor, commissioner, Board member, official, employee, agent or consultant of the City shall be personally liable to the Developer in the event of default, or breach or event of a default by the City or for any amount that may become due to the Developer under the terms of this Agreement.

13.19 CITY COOPERATION. The City will cooperate with Community Builders to obtain the City's approval of the ODP, any amendment to the ODP, and the City's issuance of any permits, licenses, or commitments necessary for the Project; provided, however, that approval or issuance of such permits, licenses or commitments lies in the sole and exclusive discretion of the City.

13.20 RECORDING. This Agreement shall be recorded in the public records of the Clerk and Recorder of Adams County, Colorado.

CITY OF WESTMINSTER

COMMUNITY BUILDERS, INC.

J. Brent McFall
City Manager

Steve Davis
President

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY

J. Brent McFall
Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A

LEGAL DESCRIPTIONS OF THE REDEVELOPMENT PARCELS

EXHIBIT B

PLANNING AND ENGINEERING PROCESSING FEES

EXHIBIT C

BUILDING PERMIT FEES

EXHIBIT D

LEGAL DESCRIPTION OF THE WALTMAYER PROPERTY



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002

SUBJECT: Resolution No. 56 re 2003 Jefferson County Open Space Joint Venture Grants

Prepared By: Rich Dahl, Park Services Manager

Recommended City Council Action

Adopt Resolution No. 56 authorizing the Department of Parks, Recreation and Libraries to pursue two Jefferson County Open Space Joint Venture grants for 2003.

Summary Statement

- The Parks, Recreation and Libraries Department wishes to pursue grants from the Jefferson County Open Space Joint Venture program.
- Jefferson County Open Space provides grant money in Jefferson County to assist municipalities with recreational capital improvements and open space purchases.
- The projects selected for the grant program are Ryan Park and the new disc golf course at City Park.
- The City will request \$75,000 for Ryan Park and \$15,000 for a disc golf course at City Park.
- The Parks, Recreation and Libraries Department has appropriate matching funds in the 2003 Capital Improvement Program for Ryan Park and the new disc golf course.
- Construction and/or design for the selected improvements will begin in 2003.
- Should the City be awarded one or both of the grants, Staff will return to City Council for approval of agreements with Jefferson County Open Space and again for fund appropriation.

Expenditure Required: \$ 580,000 for Ryan Park already approved in the CIP Fund
\$15,000 for the Disc Golf Course from the Park Renovation
account in the 2003 CIP

Source of Funds: Parks, Recreation and Libraries 2003 General Capital Improvement
Program

Policy Issue

Should the City increase the scope of the Ryan Park and the disc golf course at City Park by pursuing grant monies from Jefferson County Open Space?

Alternatives

1. Council could choose not to pursue additional funding for the projects and proceed with the improvements at the current budget level. Staff recommends, however, that the opportunity be taken to increase the project scope of both projects without increasing funding allocations. Receipt of grant money for these projects would significantly enhance the scope of each project.
2. Council could choose to pursue funding for only one of the projects mentioned above. Should this alternative be selected, Staff recommends that the Ryan Park grant be given priority.
3. Council could chooses to pursue other projects.

Background Information

The Department of Parks, Recreation and Libraries has been successful in applying for and receiving grants from Jefferson County Open Space. In recent years, the City has been awarded \$675,000 from Jefferson County Open Space through the Joint Venture program for recreation capital improvement projects. These projects include Promenade Terrace, City Park, West View Recreation Center, Faversham Park, and Countryside Little League Fields.

At Ryan Park, the Department of Parks, Recreation and Libraries intends to develop the park by including the following amenities: concrete trails, multi-purpose field, playgrounds, picnic shelters, ballfield improvements and landscaping. Receipt of a \$75,000 Jefferson County Open Space grant would increase the project budget to \$655,000 in 2003.

Disc golf has been around since the 1970s. This has become a very popular activity with a number of devote followers from around the country. Staff has had many requests from residents to install a disc golf course within the City. The game is played similar to the game of golf with participants throwing a Frisbee-type disc at a basket (golf hole). The typical course is laid out as an 18-hole circuit and each hole is assigned a par value similar to ball golf. Staff has done some preliminary layout studies and is confident that a challenging course can be laid out at City Park. A final design will be presented to City Council for review at a later date. The total cost of the project is \$30,000.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **56**

INTRODUCED BY COUNCILLORS

SERIES OF 2002

GRANT REQUESTS TO THE JEFFERSON COUNTY OPEN SPACE JOINT VENTURE PROGRAM

WHEREAS, Jefferson County has established an Open Space grant application process to assist municipalities and special districts within Jefferson County with the development of recreation capital improvements; and

WHEREAS, The City of Westminster has budgeted for improvements at Ryan Park; and

WHEREAS, The City of Westminster has budgeted funds that can be used as a match to purchase and install a disc golf course at Westminster City Park; and

WHEREAS, grant money received from Jefferson County Open Space would significantly enhance the improvements for the above mentioned park facilities.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster Staff submit grant applications to the Jefferson County Open Space Joint Venture program for 2003, requesting funding to enhance improvements at Ryan Park and the City Park Disc Golf Course.

Passed and adopted this 23rd day of December 2002.

Attest:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Resolution No. 57 re 136th Avenue and I-25 Interchange Project – Intergovernmental Agreement with the Colorado Department of Transportation

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action:

Adopt Resolution No. 57 authorizing the City Manager to execute a three-party Intergovernmental Agreement (IGA) with the Colorado Department of Transportation and the City of Thornton for the construction of the 136th Avenue and I-25 Interchange

Summary Statement:

- Over the past several years, the City has taken several steps towards the construction of a new interchange at 136th Avenue and I-25.
- The environmental assessment and design portions of the interchange project are complete and the proposed IGA is necessary to formalize the obligations and commitments of Westminster, Thornton and the Colorado Department of Transportation so the project can be advertised for construction bidding.
- The proposed three-party IGA addresses the respective maintenance responsibilities, construction oversight responsibilities and the payment to CDOT for their oversight of the interchange construction, right-of-way acquisition, environmental review and the overall federal government's "1601" process. The 1601 process outlines the necessary designs and studies required to add a new Interchange to the Highway system. The maximum payment due the Colorado Department of Transportation under this Intergovernmental Agreement is \$80,000.
- The proposed IGA has been reviewed and approved by the City Attorney's offices of Westminster and Thornton.

Expenditure Required: The CDOT reimbursement will not exceed \$80,000, 50% of which is Westminster's responsibility.

Source of Funds: Funds are available in the appropriate project account.

Policy Issues

Should the City continue with the effort to construct a new interchange at 136th Avenue and I-25 and enter in an intergovernmental agreement with the Colorado Department of Transportation and the City of Thornton so the project can proceed to construction?

Alternatives

Do not authorize execution of the intergovernmental agreement. This is not recommended because the City committed to this project when a separate IGA between the cities of Westminster and Thornton was authorized by Council on December 17, 2001. In addition, substantial funds have already been spent to date for the design of this project.

Background Information

In 1998, the Cities of Westminster, Broomfield and Thornton collaborated on the investigation and selection of the location for the next new interchange on I-25 north of 120th Avenue. After careful consideration, the three City Councils unanimously selected 136th Avenue as the site of this new interchange. Since that time, there have been several steps taken towards the construction of the interchange, which include:

- In October 1999, Council approved an intergovernmental agreement with the City of Thornton for the environmental assessment and the design and construction of the interchange.
- In August 2000 a financial feasibility study was completed and Council approved the formation of a general improvement district.
- In the November 2000 general election, the voters approved a no-tax-increase sales tax bond issue to finance the proposed 136th Avenue interchange.
- In May 2001, Council authorized design services for the relocation of Quail Creek and Bull Canal, separating them from the interchange design so the relocations could occur in advance of the interchange construction.
- In June 2001, Council approved an intergovernmental agreement for the relocation of the United Power electric substation, which was previously located in the southwest quadrant of the proposed interchange.
- In June 2001, Council approved a sales tax bond reimbursement resolution allowing the City to be reimbursed for project expenses that are incurred prior to the issuance of bonds.

The environmental assessment and design are now complete and the next step in the process will be the actual construction of the improvements. An intergovernmental agreement has been negotiated by the staff from both cities and the Colorado Department of Transportation and is ready for approval by each respective City. The key elements of the IGA are as follows:

- Right-of-way acquisition. The IGA obligates both cities to provide evidence that the property interests necessary for construction have been acquired prior to opening construction bids.
- Project management/construction services. The IGA stipulates that the cities will jointly provide project management to oversee the construction of the project.

SUBJECT: Resolution re 136th Avenue and I-25 Interchange Project – Intergovernmental Agreement
with the Colorado Department of Transportation Page 3

- CDOT Reimbursement. The IGA provides for the reimbursement to CDOT from each city for costs associated with their review efforts during the design phase of the project.
- Maintenance. The IGA obligates each city to maintain the bridge over I-25, roadways and streetlights along 136th Avenue, between and including the interchange ramp intersections, in good repair and that the parties shall share the cost of such maintenance equally. The IGA also addresses snow removal and signal maintenance. The IGA also obligates CDOT to maintain the interchange ramps and mainline highway.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **57**

INTRODUCED BY COUNCILLORS

SERIES OF 2002

A resolution of the City Council of the City of Westminster approving an Intergovernmental agreement among the City of Westminster, the City of Thornton and The Colorado Department of Transportation (CDOT) for the construction oversight and maintenance of the improvements to be constructed for the Interchange at I-25 and 136th Avenue.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the agreement identifies funding for the cities to reimburse CDOT's expenses associated with oversight of the right-of-way acquisition process, improvements to mainline I-25, the on and off ramps and requirements related to the project's environmental compliance as set forth in the Environmental Assessment for the project

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

1. That the agreement between the City of Westminster, the City of Thornton and the Colorado Department of Transportation pertaining to the construction oversight and maintenance of the I-25/136th Avenue Interchange, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved
2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached agreement

Passed and adopted this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: 136th Avenue and I-25 Interchange Project – Construction Engineering Services Contract

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action:

Authorize the City Manager to execute a construction engineering services contract for the 136th Avenue and I-25 Interchange Project with Felsburg, Holt & Ullevig (FHU) in an amount not to exceed \$701,854 and authorize a contingency of \$50,000. The City of Westminster expenditure will be 50% of the contract amount (\$350,927) since the City of Thornton will pay their 50% share directly to FHU. Funds for this expense are available in the appropriate project account in the General Capital Improvement Fund.

Summary Statement:

- Over the past several years, the City has taken several steps towards the construction of a new interchange at 136th Avenue and I-25.
- The environmental assessment and design portions of the interchange project are complete and the project will now be bid for construction in January.
- The subject of this Agenda Memorandum is a request to authorize a construction engineering services agreement with FHU. This contract will include the full-time observation and geotechnical testing necessary to construct this project. FHU was selected between two firms “short listed” for this project. FHU is recommended for this project because their interview was far superior and their proposed fee of \$701,854 is \$77,169 less than the other finalist’s proposed fee of \$779,614. In addition to their excellent proposal and fee, FHU is the designer of this project. Having them perform the construction engineering services for this project will eliminate any questions of liability should conflicts arise during construction.

Expenditure Required: \$350,927 (50% of the contract amount)

Source of Funds: General Capital Improvement Fund

Policy Issues

Should the City continue with the effort to construct a new interchange at 136th Avenue and I-25 and execute a contract with FHU for construction engineering services so the project can proceed to construction?

Alternatives

Do not authorize execution of the contract with FHU and either select the other finalist or solicit new proposals from other design firms. Staff does not recommend either alternative for several reasons:

- FHU has done excellent work for the City on several projects in the past, including the recently completed US36/ 92nd Avenue/ Sheridan Boulevard Interchange Project.
- Their proposed fee is 4.18% of the expected construction cost and the typical fee for these services is about 8%.
- Their written proposal and interview was technically and logically superior to all other proposals.

Background Information

In 1998, the Cities of Westminster, Broomfield and Thornton collaborated on the investigation and selection of the location for the next new interchange on I-25 north of 120th Avenue. After careful consideration, the three City Councils unanimously selected 136th Avenue as the site of this new interchange. Since that time, there have been several steps taken towards the construction of the interchange, which include:

- In October 1999, Council approved an intergovernmental agreement with the City of Thornton for the environmental assessment and the design and construction of the interchange.
- In August 2000 a financial feasibility study was completed and Council approved the formation of a general improvement district.
- In the November 2000 general election, the voters approved a no-tax-increase sales tax bond issue to finance the proposed 136th Avenue interchange.
- In May 2001, Council authorized design services for the relocation of Quail Creek and Bull Canal, separating them from the interchange design so the relocations could occur in advance of the interchange construction.
- In June 2001, Council approved an intergovernmental agreement for the relocation of the United Power electric substation, which was previously located in the southwest quadrant of the proposed interchange.
- In June 2001, Council approved a sales tax bond reimbursement resolution allowing the City to be reimbursed for project expenses that are incurred prior to the issuance of bonds.
- Under a separate action at the December 23, 2002, Council meeting, City Council is being asked to approve an Intergovernmental Agreement with the Colorado Department of Transportation and the City of Thornton regarding construction responsibilities, future maintenance responsibilities and design review costs required by CDOT.

SUBJECT: 136th Avenue and I-25 Interchange Project – Construction Engineering Services
Contract Page 3

The action requested in this Agenda Memorandum is the next step in preparing to bid this project for construction. FHU has an excellent reputation in the design community and has worked on several capital improvement projects for the city, all with very good results. FHU's proposed fee of \$701,854 is approximately 4.18% of the anticipated cost of construction and when compared to a typical fee of 8% indicates a very good value for the City. The fees mentioned will be shared by the City of Thornton as outlined in the IGA that was approved by Council in October 1999

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: 136th Avenue and I-25 Interchange Project – Right of Way dedication to the Colorado Department of Transportation

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action:

Authorize the Mayor to sign all the necessary documents to convey a piece of City-owned property in the proposed 136th Avenue and I-25 Interchange area to the Colorado Department of Transportation.

Summary Statement:

- Over the past several years, the City has taken several steps towards the construction of a new interchange at 136th Avenue and I-25.
- The environmental assessment and design portions of the interchange project are complete and the project will now be bid for construction in January.
- The subject of this Agenda Memorandum is a request to authorize the Mayor to sign all necessary documents to convey the interchange area right of way to the Colorado Department of Transportation. All of the right of way needed for the project was dedicated by the property owners to the City, including the right of way for the interchange area, in accordance with their annexation agreement with the City. It is now necessary to dedicate the right of way in the interchange area to the Colorado Department of Transportation since the City does not want to own any of the I-25 right of way. This dedication is also a requirement of the federal government when adding an interchange to the highway system.

Expenditure Required: None.

Source of Funds: Not applicable.

Policy Issues

Should the City continue with the effort to construct a new interchange at 136th Avenue and I-25 by dedicating the right of way in the I-25 area to the Colorado Department of Transportation?

Alternatives

Do not dedicate this right of way to CDOT. Staff does not support this alternative since the area in question is where the interchange ramps are located. As such, this property has little value to the City and it is more logical and consistent for the ownership of the highway right of way to remain with the Colorado Department of Transportation. In addition, this is a requirement of the federal government when adding an interchange to the highway system.

Background Information

In 1998, the Cities of Westminster, Broomfield and Thornton collaborated on the investigation and selection of the location for the next new interchange on I-25 north of 120th Avenue. After careful consideration, the three City Councils unanimously selected 136th Avenue as the site of this new interchange. Since that time, there have been several steps taken towards the construction of the interchange, which include:

- In October 1999, Council approved an intergovernmental agreement with the City of Thornton for the environmental assessment and the design and construction of the interchange.
- In August 2000 a financial feasibility study was completed and Council approved the formation of a general improvement district.
- In the November 2000 general election, the voters approved a no-tax-increase sales tax bond issue to finance the proposed 136th Avenue interchange.
- In May 2001, Council authorized design services for the relocation of Quail Creek and Bull Canal, separating them from the interchange design so the relocations could occur in advance of the interchange construction.
- In June 2001, Council approved an intergovernmental agreement for the relocation of the United Power electric substation, which was previously located in the southwest quadrant of the proposed interchange.
- In June 2001, Council approved a sales tax bond reimbursement resolution allowing the City to be reimbursed for project expenses that are incurred prior to the issuance of bonds.
- Under a separate action at tonight's Council meeting, City Council is being asked to approve an Intergovernmental Agreement with the Colorado Department of Transportation and the City of Thornton regarding construction responsibilities, future maintenance responsibilities, right of way dedication requirements and project oversight costs required by CDOT.

The action requested in this Agenda Memorandum is one more step in the process to bid this project for construction. As part of the "1601" process, which is the Federal government procedure for adding an access (interchange) to the highway system, it is necessary to dedicate the City-owned right of way within the highway area. It was easier for the City to have the property owners dedicate this property to the City and then the City dedicate it to CDOT, which was a requirement of the annexation agreement. In order to advertise this project for construction, it is necessary for this right of way dedication to occur. As mentioned previously, this right of way area has no actual value to the City since it is where the interchange ramps are located.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Councillor’s Bill No. 74 Amending Chapter 30 of Title I of Westminster Municipal Code re Settling Claims and Lawsuits Brought by and Against the City

Prepared By: Marty McCullough, City Attorney
Matt Lutkus, Deputy City Manager for Administration

Recommended City Council Action

Pass Councillor’s Bill No. 74 on first reading amending Chapter 30 of Title I of the Westminster Municipal Code concerning settling claims and lawsuits brought by and against the City.

Summary Statement

- The procedures for settling claims and lawsuits brought by and against the City are contained in Chapter 30 of Title I of the Westminster Municipal Code.
- It has been many years since this section of the Code has been reviewed. City Staff believes there are a number of updates that are warranted at this time. Staff is proposing the following:
 - Make the dollar limit for the City Manager’s authority to settle claims and lawsuits brought against the City the same as the dollar limit for the approval of contracts;
 - For claims and lawsuits brought by the City, clarify that the determination of whether a proposed settlement is within the authority of the City Manager shall be based upon the original estimated value of the City’s claim (as reasonably determined by the City Attorney’s Office), and not the amount of the proposed payment to the City;
 - Clarify that this section of the Code does not apply to the payment of routine, undisputed claims submitted by City employees for health insurance benefits and similar benefit programs;
 - Clarify that this section of the Code does not apply to the negotiation and settlement of pre-authorized condemnation cases nor to workers compensation claims or unemployment compensation claims for which funds have been previously budgeted;
 - Provide clarification that the Governmental Immunity Act requires that any notice of claim against the City based on state law must be filed with either the City Council or the City Attorney; and
 - Clarify that separate reports are not necessary for claims above, and below, the amount of the City Manager’s settlement authority, and that a single report shall suffice.
 - This item was reviewed with City Council at its September 30, 2002, Study Session.

Expenditure Required: None

Source of Funds: N/A

Policy Issues

There are a number of policy issues presented by the proposed amendments to this Code section:

- Should the level of authority of the City Manager to settle claims and lawsuits be the same as his or her authority for the approval of contracts?
- Should the pre-budgeted cost of the settlement of condemnation cases previously authorized by Council, and the payment of claims for employee benefits, including workers compensation and unemployment insurance claims, be specifically exempted from this section of the City Code?

Alternatives

1. Do not amend this part of the Code. The proposed clarifications would not be implemented.
2. Adopt only some of the proposed amendments. Staff believes that all of the proposed amendments are warranted at this time and will facilitate the future processing of claims and lawsuits involving the City.

Background Information

A. Review of Current Code Provisions.

Chapter 30 of Title I of the Westminster Municipal Code sets forth various procedures and provisions relative to the filing and processing of claims and lawsuits brought by and against the City.

Section 1-30-1(A) sets forth the intent of the City that any liability on its part shall be determined in accordance with the Colorado Governmental Immunity Act. (The Colorado Governmental Immunity Act does not affect federal claims.) Section 1-30-2 concerns with whom notices of claim must be filed.

Section 1-30-3(A) concerns the process for notifying City Council of claims filed against the City. Section 1-30-3(B) concerns the settlement of claims brought against the City.

Section 1-30-3(B) provides that all claims of less than \$15,000 against the City may be compromised and settled by and on behalf of the City by the City Manager after receiving the advice of the City Attorney and that all claims against the City exceeding \$15,000 may be compromised and settled by the City Manager with the consent of the City Council after receiving the advice of the City Attorney.

By contrast, under section 1-30-3(C), a claim that is brought by the City against a third party may not be settled by the City Manager without the consent of the City Council, no matter the amount.

The City is currently a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a property and liability insurance pool made up of approximately 175 cities and towns throughout Colorado. As part of the services provided by CIRSA, a claims adjuster has been assigned to the City of Westminster and works with the City's Risk Management Officer during the adjuster's investigation of claims made by third parties against the City. As can be noted from the quarterly insurance claims reports, these claims typically consist of: motor vehicle accidents, damage resulting from alleged condition of City facilities and streets, or damages resulting from the alleged action or inaction by City employees. The majority of these claims are under \$3,000.

In order to handle these claims in a practical and efficient manner to the benefit of both the City and the claimant, the City Manager has identified the City’s Risk Management Officer as his designee with regard to the paying of such claims. Under its contract with CIRSA, the City maintains, on an annual basis, a self-insurance retention fund equal to \$150,000. The proposed wording changes in this area simply clarify the City’s current practice with regard to this aspect of claims administration.

Similarly, the proposed changes include a provision that would specifically exclude employee fringe benefit payments from this chapter of the Code. Presently, it is not City Staff’s practice to handle such claims as if they were third party claims against the City since, by and large these payments are mandated either by State Statute or by the various insurance contracts that the City has with its benefit providers.

B. Proposed Amendments.

1. Clarify the Process for Determining the Amount of the Claim Being Settled.

Unfortunately, it is often difficult to determine the exact amount of a claim, whether it is brought by the City or against the City.

a. Claims Against the City. Where the claim is against the City, the claimant may not specify an amount, or the amount may be extremely inflated, e.g., “claimant estimates his (her) damage to be in excess of \$1 million.” Typically, these claims are settled for as little as a few hundred or a few thousand dollars. For claims against the City, it is being proposed that the determination of whether the proposed settlement is within the City Manager’s authority be based on the amount of money proposed to be paid to the claimant, rather than the amount originally asserted by the claimant.

b. Claims by the City. With respect to claims that have been brought by the City against a third party, such as in the Semper litigation, often the exact amount of damages that the City may be seeking to recover may not be specifically known or stated in the lawsuit. It is proposed that in such cases, where the amount of the claim was unspecified, the determination of whether the proposed settlement lies within the City Manager’s authority be based upon the City Attorney’s estimation of the original value of the claim, as opposed to the amount proposed to be paid to the City. Under the current process, a proposed settlement of a City claim for less than \$15,000 would arguably be within the City Manager’s scope of settlement authority, even if the claim was originally believed to be worth several hundred thousand dollars. This is because the focus of the current Code is really on the dollar amount of the proposed payment. The proposed amendment puts the focus on the original value of the claim, which will assure Council’s involvement in any proposed settlements of major City claims for small amounts.

2. Make the City Manager’s Settlement Authority the Same As His Contracting Authority.

City Staff is recommending that the ordinance be amended to provide that the limit on the City Manager’s authority to settle claims shall be the same as the City Manager’s authority to approve contracts. City Council recently increased this amount to \$50,000. Rather than specifying an amount, however, the amendment would provide simply that the two authorizations shall be the same.

3. Corrective Amendment Concerning Where Notices of Claim Should be Filed with the City.

Section 1-30-2 provides that any notice of claim may be filed with the City Clerk, City Attorney or City Manager. However, the Colorado Governmental Immunity Act requires all claims to be filed with either the governing body or the City Attorney. One of the housekeeping changes that is being proposed is to conform this section of the City Code to the language used in the Colorado Governmental Immunity Act.

4. Quarterly Reports.

Westminster Municipal Code § 1-30-3(A) provides that, at least quarterly, the City Manager shall prepare for City Council and forward to a public City Council meeting a summary listing of all claims filed against the City, stating the claimant, amount of the claim and a brief description of the claim. However, another sentence of this subsection (A) provides that notification shall be sent to City Council of all claims exceeding \$15,000 filed against the City. These two sentences could be read together as requiring instant notification of any claims exceeding \$15,000 filed against the City, as well as a quarterly notification of all claims filed against the City. Staff is proposing to amend this section to clarify that the City Manager shall provide Council with a summary of all claims filed against the City at least every quarter. The current practice has been to provide City Council a quarterly claims report summarizing all claims filed against the City during the past quarter.

5. Employee Benefits and Pre-Budgeted Expenses.

It is Staff's recommendation that the ordinance simply be clarified to provide that it shall not apply to the payment of routine claims submitted by City employees for health insurance benefit and similar employee benefit programs, nor to the payment of workers compensation claims and unemployment compensation claims pursuant to the City's workers compensation and unemployment compensation insurance programs, for which funds have been budgeted. Staff believes that it was not the intent that this ordinance would apply to these types of payments.

With respect to condemnation cases, in those cases where City Council has passed a resolution authorizing the City Manager and the City Attorney's Office to acquire property and, if necessary, to file condemnation for its acquisition, to the extent the acquisition can be completed within the amount that has been budgeted for this item as shown in the corresponding project's capital improvement fund, Staff believes this ordinance should not apply and further City Council review of the acquisition should not be required. In those instances where City Council has not passed a resolution to acquire/condemn property as part of a capital improvement project, Staff would continue to bring those acquisitions to Council for review and approval, the same as any other expenditure authorization.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **74**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING TITLE I, CHAPTER 30 OF THE WESTMINSTER MUNICIPAL CODE RELATED TO CLAIMS BROUGHT BY AND AGAINST THE CITY

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-30-2 of the Westminster Municipal Code is hereby amended as follows:

1-30-2: NOTICE OF CLAIM.

Any notice of claim ~~may~~ SHALL be filed with the ~~City Clerk,~~ City Attorney, or City Manager.

Section 2. Section 1-30-3 of the Westminster Municipal Code is hereby amended as follows:

1-30-3: ~~COMPROMISE SETTLEMENT AND PAYMENT OF CLAIMS;~~ NOTIFICATION OF COUNCIL.

(A) NOTIFICATION OF COUNCIL. AT LEAST QUARTERLY, ~~the~~ City Council shall be ~~notified in~~ PROVIDED AT A regular or special meeting A SUMMARY of all claims ~~exceeding \$15,000~~ filed against the City. The City Council shall take no formal action on such claims but any matter concerning a claim may be addressed in attorney-client session. ~~At least quarterly the City Manager shall prepare for City Council and forward to a public City Council meeting~~ THE summary listing of all claims filed against the City ~~stating the~~ SHALL INCLUDE EACH claimant'S NAME, amount of the claim and brief description of the claim.

(B) CLAIMS AGAINST THE CITY. ~~All claims of less than \$15,000 against the City may be compromised and settled by and on behalf of the City by the City Manager after receiving the advice of the City Attorney.~~ THE CITY MANAGER, AFTER RECEIVING THE ADVICE OF THE CITY ATTORNEY, SHALL HAVE THE AUTHORITY TO SETTLE AND AUTHORIZE PAYMENT OF ANY CLAIM TO THE EXTENT THE AMOUNT OF PAYMENT IS WITHIN THE AMOUNT OF THE CITY MANAGER'S AUTHORITY TO APPROVE CONTRACTS AS PROVIDED FOR IN CHAPTER I OF TITLE 15 OF THE WESTMINSTER MUNICIPAL CODE, AS MAY BE AMENDED FROM TIME TO TIME. WITH RESPECT TO THE SETTLEMENT OF PROPERTY AND LIABILITY CLAIMS INVOLVING THE CITY'S SELF-INSURANCE PROGRAM, THE CITY MANAGER MAY DELEGATE HIS OR HER AUTHORITY TO THE CITY'S RISK MANAGER. ~~All claims against the City exceeding \$15,000 may be compromised and settled by the City Manager with the consent of the City Council after receiving the advice of the City Attorney.~~ THE SETTLEMENT AND APPROVAL OF ALL OTHER CLAIMS AGAINST THE CITY MAY BE APPROVED BY THE CITY MANAGER AFTER RECEIVING THE CONSENT OF THE CITY COUNCIL WITH THE ADVICE OF THE CITY ATTORNEY.

(C) CLAIMS BY THE CITY. ~~All claims brought by the City against third parties may be compromised and settled by the City Manager with the consent of the City Council after receiving the advice of the City Attorney.~~ THE CITY MANAGER SHALL HAVE THE AUTHORITY TO SETTLE ON BEHALF OF THE CITY ANY CLAIMS OR LAWSUITS THAT WERE BROUGHT BY THE CITY AGAINST ANY THIRD PARTY TO THE EXTENT THE ORIGINAL VALUE OF SUCH CLAIM OR LAWSUIT WAS WITHIN THE AMOUNT OF THE CITY MANAGER'S AUTHORITY TO APPROVE CONTRACTS AS PROVIDED FOR IN CHAPTER 1 OF TITLE 15 OF THE WESTMINSTER MUNICIPAL CODE.

THE SETTLEMENT OF CLAIMS OR LAWSUITS ABOVE THIS AMOUNT MAY BE APPROVED BY THE CITY MANAGER AFTER RECEIVING THE CONSENT OF THE CITY COUNCIL WITH THE ADVICE OF THE CITY ATTORNEY. THE ORIGINAL VALUE OF ANY CLAIM OR LAWSUIT SHALL BE BASED UPON THE REASONABLE DETERMINATION OF THE CITY ATTORNEY.

(D) Notwithstanding the other provisions of this Section, the Director of Finance is authorized to abate taxes as provided by Title IV of this Code.

Section 3 Title I, Chapter 30, of the Westminster Municipal Code is hereby amended by the addition of the following new subsection:

1-30-5: EXCLUSIONS.

(A) THE PROVISIONS OF THIS CHAPTER SHALL NOT BE APPLICABLE TO THE SETTLEMENT OR PAYMENT OF (A) ROUTINE CLAIMS SUBMITTED BY CITY EMPLOYEES FOR HEALTH INSURANCE BENEFIT AND SIMILAR BENEFIT PROGRAMS, (B) PREAUTHORIZED PROPERTY ACQUISITIONS, INCLUDING CONDEMNATIONS, FOR WHICH FUNDS HAVE BEEN PREVIOUSLY BUDGETED, AND (C) WORKERS COMPENSATION CLAIMS AND UNEMPLOYEMENT COMPENSATION CLAIMS FOR WHICH FUNDS HAVE BEEN PREVIOUSLY BUDGETED.

~~(B) NOTWITHSTANDING THE OTHER PROVISIONS OF THIS SECTION, THE DIRECTOR OF FINANCE IS AUTHORIZED TO ABATE TAXES AS PROVIDED BY TITLE IV OF THIS CODE.~~

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of January, 2003.

Mayor

ATTEST:

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
December 23, 2002



SUBJECT: Councillor's Bill No. 75 re Vacation of 10' of the Meade Street Right-of-Way

Prepared By: Vicky Bunsen, Assistant City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 75 on first reading, vacating the westerly 10' of the Meade Street Right-of-Way.

Summary Statement

- City Council action is requested to pass on first reading the attached Councillor's Bill to vacate 10' of the Meade Street right-of-way (see attached map).
- City Council will be considering approval of a Development and Disposition Agreement (DDA) with Community Builders, Inc. for the Meade Street townhome development.
- One of the terms of the DDA provides that the City will contribute the westerly 10' of the Meade Street right-of-way that is contiguous to the east boundary of the townhome redevelopment parcel.
- Vacation of this section of right-of-way does not interfere with any public purposes of the street.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issues

Shall the City Council vacate the westerly 10' of the Meade Street right-of-way, which by City Code, must be vacated by an ordinance of the City Council?

Alternatives

Do not vacate any portion of the Meade Street right-of-way. This alternative is not recommended because the terms of the Development and disposition Agreement with Community Builders, Inc. provide for this contribution by the City. The vacation is further required to provide sufficient lot depth to allow development to occur as reflected on the approved Official Development Plan (ODP).

Background Information

City Council will be considering approval of a Development and Disposition Agreement (DDA) with Community Builders, Inc., for the Meade Street townhome development. A term of the DDA provides that the City will contribute the westerly 10' of the Meade Street right-of-way that is contiguous to the east boundary of the townhome redevelopment parcel.

Meade Street is only one block long between West 72nd Avenue and West 73rd Avenue and the existing right-of-way is extremely wide at 74'. Since the street is unnecessarily wide, Staff recommends that contribution of this 10' strip of right-of-way to the redevelopment project would be beneficial to the quality of the project and does not interfere with any of the public purposes of the street, which will remain very wide, even after the proposed vacation. The vacation will not detrimentally affect use of the public street. Parking and sufficient drive lanes can be maintained in the reduced right-of-way.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **75**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE VACATING THE WESTERLY 10' OF THE MEADE STREET RIGHT-OF-WAY

WHEREAS, City Council will be considering approval of a Development and Disposition Agreement (DDA) with Community Builders, Inc., for the Meade Street townhome development; and

WHEREAS, a term of the DDA provides that the City will contribute the westerly 10' of the Meade Street right-of-way that is contiguous to the east boundary of the townhome redevelopment parcel; and

WHEREAS, Meade Street is only one block long between West 72nd Avenue and West 73rd Avenue and the existing right-of-way is extremely wide at 74'; and

WHEREAS, since the street is unnecessarily wide, contribution of this 10' strip to the redevelopment project would be beneficial to the quality of the project and does not interfere with any of the public purposes of the street, which will remain very wide even after the vacation.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council finds and determines that the public convenience and welfare require the vacation of the westerly 10' of the Meade Street right-of-way, as described herein:

A ten foot wide strip of land adjacent to lots 7 through 17 inclusive, Mahin's Subdivision of the east half of Block 42, Harris Park, City of Westminster, County of Adams, State of Colorado, described as follows:

Beginning at the northeast corner of said Lot 7: Thence east 10.00 feet along the easterly prolongation of the north line of said Lot 7; thence south along a line parallel with and 10.00 feet east, when measured at right angles, from the east line of said lots 7 through 17; thence west 10.00 feet along said prolongation to the southeast corner of said lot 17; thence north along the east line of said Lots 7 through 17 inclusive, to the point of beginning. Containing approximately 2,750 square feet.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of January, 2003.

ATTEST:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, December 23, 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 December 9, 2002 meeting and the December 16, 2002 Special meeting were approved.

Council approved the following: Financial Report for November, 2002; Lobbying Services Contract for 2003 with Tomlinson & Associates for \$10,000; Golf Course and Facility Use Agreements with Westminster Westin and Westminster Marriott; Ryan Park Playground Contract/Master Plan with Gametime for \$60,000; 2003 Wastewater Collection System Maintenance Program for \$511,679; Federal Boulevard/US-36 Bridge Amendment of IGA for \$110,560; Development Agreement re 73rd Avenue/Lowell Blvd Area Redevelopment Project with Community Builders for \$1,085,513; 136th Avenue and I-25 Interchange Project Construction Engineering Services Contract with Felsburg, Holt & Ullevig for \$350,927; and 136th Avenue and I-25 Interchange Project Right of Way dedication to CDOT.

Council reappointed the following persons for the various Boards and Commissions: Christopher Beal, Jim Hall, Betty Roan, and George Werkmeister to the Board of Adjustment; Greg Cullison and Delbert Ragland, to the Board of Building Code Appeals; Tom Acre, Carol DiGiacomo, Steve Marlin, and Kathy Reynolds to the Environmental Advisory Board; Teresa Valarico Parrot, and Jean Pruitt, to the Human Services Board; Ted Fleagle, Catherine Payne, and Bette Tellier to the Library Board; Charles Jacoby, and Randal Whorton, to the Open Space Advisory Board; Stephanie Bingham and Ronald Dickerson, to the Parks Recreation Advisory Board; Martha Brundage, Michael Crocker and Jerry English to the Planning Commission; Michael Borchelwicz, Bill Nordberg, David Tracy, and John Velasquez to the Special Permit and License Board; and Bob Belote, Jerry Cunningham, and Doug Young to the Transportation Commission. The following new appointments were made to various Boards and Commissions: Steve Wickens to the Board of Building Code Appeals; David Davia to the Human Services Board; Debrah Jones to the Open Space Advisory Board; Ken Claussen, to the Parks Recreation Advisory Board; Joe Burt to the Planning Commission.

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

A BILL FOR AN ORDINANCE AMENDING TITLE I, CHAPTER 30 OF THE WESTMINSTER MUNICIPAL CODE RELATED TO CLAIMS BROUGHT BY AND AGAINST THE CITY purpose: updating the code pertaining to settling claims and lawsuits

A BILL FOR AN ORDINANCE VACATING THE WESTERLY 10' OF THE MEADE STREET RIGHT-OF-WAY purpose: vacating right-of-way on Meade Street

The following Councillor's Bills were adopted on second reading:

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

A BILL FOR AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

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

A BILL FOR AN ORDINANCE INCREASING THE 2002 BUDGETS OF THE OPEN SPACE FUND
AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2002 ESTIMATES
REVENUES IN THE FUND

The following Resolutions were adopted:

Resolution No. 55 re Board & Commission Appointments

Resolution No. 56 re 2003 Jeffco Open Space Joint Venture Grants

Resolution No. 57 re 136th Ave and I-25 Interchange Project – IGA with Colorado Dept of Transportation

At 7:20 P.M. the meeting was adjourned

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on January 2, 2003

ORDINANCE NO. **2998**

COUNCILOR'S BILL NO. **69**

SERIES OF 2002

INTRODUCED BY COUNCILLORS
Atchison-Dittman

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Council of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

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

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, City Council has heretofore adopted Resolution No. 54 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situate, lying and being in the County of Adams, State of Colorado, to wit:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 16th day of December, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ORDINANCE NO. **2999**

COUNCILOR'S BILL NO. **70**

SERIES OF 2002

INTRODUCED BY COUNCILLORS
Atchison-Kauffman

A BILL

FOR AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That City Staff is recommending that the property described below be rezoned to City of Westminster Planned Unit Development (PUD) in accordance with the State Annexation Act.
- 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 to designate the property described herein as Planned Unit Development (PUD). The subject property is located in Sections 11, 12, 13 and 14, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

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 16th day of December, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

BY AUTHORITY

ORDINANCE NO. **3000**

COUNCILOR'S BILL NO. **72**

SERIES OF 2002

INTRODUCED BY COUNCILLORS
Dixon-McNally

A BILL

FOR AN ORDINANCE INCREASING THE 2002 BUDGETS OF THE OPEN SPACE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2002 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2002 appropriation for the Open Space Fund initially appropriated by Ordinance No. 2913 in the amount of \$4,761,666 is hereby increased by \$275,500 which, when added to the fund balance as of the City Council action on December 9, 2002 will equal \$7,997,286. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of a grant from Urban Drainage and Flood Control District, a grant from Adams County Open Space Program and a donation from Westminster Alliance to Conserve Home and Habitat.

Section 2. The \$275,500 increase in the Open Space Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
Miscellaneous Revenue			
5400.43060.0000	\$0	\$500	\$500
District Misc			
5400.40510.0000	0	<u>275,000</u>	275,000
Total Change to Revenues		<u>\$275,500</u>	
EXPENSES			
Land Purchases			
54010900.76600.0000	\$3,566,690	<u>\$275,500</u>	\$3,842,190
Total Change to Expenditures		<u>\$275,500</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 9th day of December, 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ORDINANCE NO. **3001**

COUNCILLOR'S BILL NO. **71**

SERIES OF 2002

INTRODUCED BY COUNCILLORS
Hicks-McNally

A BILL
FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT
WITH PREMIER MEMBERS FEDERAL 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, Premier Members Federal Credit Union plans to lease 18,000 square feet of existing office space at CirclePoint Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and Premier Members Federal Credit Union 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 Premier Members Federal Credit Union 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 9th day of December 2002. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December 2002.