WESTMINSTER

Staff Report

TO:	The Mayor and Members of the City Council
DATE:	July 18, 2012
SUBJECT:	Briefing and Post-City Council Briefing Agenda for July 23, 2012
PREPARED BY:	J. Brent McFall, City Manager

Please Note: Study Sessions and Post City Council briefings are open to the public, and individuals are welcome to attend and observe. However, these briefings are not intended to be interactive with the audience, as this time is set aside for City Council to receive information, make inquiries, and provide Staff with policy direction.

Looking ahead to Monday night's Briefing and Post-City Council meeting briefing, the following schedule has been prepared:

Dinner	6:00 P.M.
Council Briefing *(The public is welcome to attend.)*	6:30 P.M.

POST BRIEFING *(The public is welcome to attend.)*

<u>PRESENTATIONS</u>

1. Intergovernmental Agreement re the Utilization of Foothills Animal Shelter, Annual Assessments, and the County-Wide Dog Licensing Program

<u>CITY COUNCIL REPORTS</u>

1. Report from Mayor (5 minutes)
2. Reports from City Councillors (10 minutes)

<u>EXECUTIVE SESSION</u>

None at this time.

<u>INFORMATION ONLY</u>

1. Monthly Residential Development Report

Items may come up between now and Monday night. City Council will be apprised of any changes to the post-briefing schedule.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Staff Report

City Council Study Session Meeting
July 23, 2012

SUBJECT: Intergovernmental Agreement re the Utilization of Foothills Animal Shelter, Annual Assessments, and the County-Wide Dog Licensing Program

Prepared By: Lee Birk, Chief of Police
Mike Cressman, Deputy Chief of Police

Recommended City Council Action

Review provisions of an Intergovernmental Agreement with Jefferson County, the Cities of Arvada, Lakewood, Wheat Ridge, Golden and Westminster, regarding the utilization of Foothills Animal Shelter and the County-Wide Dog Licensing Program.

Summary Statement

- Since 1997, the City of Westminster has partnered with Jefferson County and the cities of Arvada, Lakewood, Golden and Wheat Ridge as Directors and users of what is now named Foothills Animal Shelter (FAS).
- In the original IGA, the County and the involved cities, agreed to pay an annual assessment that would be paid to the FAS for the operational expenses.
- The County and the partnering cities entered into a separate Intergovernmental Agreement (IGA) in 2007 creating a County-Wide Dog Licensing Program in which the revenue generated from the dog licensing would be used towards the construction costs of the new animal shelter facility.
- In 2011, the FAS Board of Directors reviewed the FAS operational budget and the construction debt repayment funding plan, which led to a meeting in March 2012 with the FAS Board of Directors, Jefferson County Administration, and City Management of the partnering cities. It was decided at that time to rewrite and combine the existing IGA's governing FAS and the County-Wide Dog Licensing Program.
- The attached IGA updates the operational agreements for the governing and usage of FAS. It also reflects a more stable and balanced funding plan for both operations and construction debt repayment to Jefferson County.
- Under this agreement, the City's budgeted and predictable annual assessments will be used to repay the construction debt, while revenue generated from the Dog Licensing Program will offset FAS operational costs.
- The City Attorney's Office has reviewed the proposed IGA and approved it as to form.

Expenditure Required: $89,000 (Current assessment under the new IGA terms)

Source of Funds: Police Department Operating Budget

Policy Issue

Should the City of Westminster enter into an Intergovernmental Agreement between Jefferson County and the Cities of Arvada, Lakewood, Golden, Wheat Ridge (Entities) for the utilization of Foothills Animal Shelter, the annual assessments for FAS construction debt repayment and the County-Wide Dog Licensing Program?

Alternative

Do not authorize the City Manager to sign the IGA. Staff is not recommending this action as regardless of facility utilization, the City is obligated by current agreements to assist in repayment of FAS construction debt and to pay higher annual assessments for FAS operations. <u>Staff also believes despite the additional costs experienced recently, the City's participation with Foothills Animal Shelter remains a much more cost effective option versus the City operating its own animal shelter</u>.

Background Information

In November 1996, City Council authorized the City Manager to enter into an IGA with Table Mountain Animal Center (in 2010 the name was changed to Foothills Animal Shelter) for the provision of all animal sheltering functions to be effective January 1, 1997. The IGA set out the method for calculating each participating agency's Entities' annual assessment for the FAS operating expenses. In addition, the IGA requires the FAS Executive Director to establish an annual operating budget. The budget is approved by the FAS Board of Directors (representatives from each of the nine Entities). The annual assessment paid by each Entity to the operating budget is determined by a formula which takes into consideration the population and assessed property of each entity. No more than 50% of FAS's annual operating budget is funded through these assessments. Historically, the City's assessment has increased by approximately 5% each year. The amount assessed by FAS in 2012 was $91,718. The remaining 50% of the annual operating budget is derived from fees and fundraising efforts by the Shelter and the Foothills Animal Shelter Foundation.

In late summer of 2010, the construction of the new shelter concluded and the FAS operations moved to the new facility in early August. The FAS Executive Director drafted the 2011 budget and was tasked with completing the budget with projections based on one month of occupancy. Westminster's share of the budget and scheduled assessment for 2011 was $88,190. The new facility is three times the size of the old building and with the increase in size, came the realization that staffing and operational costs would also increase. The 2011 proposed budget included an additional 3.75 employees (a Facility Maintenance Technician, part-time Veterinarian, and a Surgical/Health Care Technician). Along with the increased staffing, there was a significant increase in utility costs and kennel/building cleaning supplies, Bi-directional antenna for first responder communications, an industrial floor cleaning machine and insurance. After the completion of the 2011 budget, it was determined that there would be a projected shortfall of $372,684. In October 2011, FAS notified the IGA partners that a supplemental assessment was needed to cover the budget shortfall. The City of Westminster's share of the total supplemental assessment was $63,250. On December 19, 2011, the Police Department brought this supplemental assessment before City Council and Council approved the expenditure. This resulted in an actual total assessment of $151,440 for 2011.

As the 2012 budget was being prepared, it was evident that the cost of doing business at the new, larger facility was going to cost significantly more than the current business plan allowed. The FAS Executive Director submitted a 2012 budget reflecting a $375,000 shortfall. The Board of Directors consulted with the Jefferson County Administrator and requested that this shortfall be covered with the Dog License Program surplus. The request was denied, which meant that the Entities were again faced with a supplemental assessment to cover the shortfall, and the realization that future Entities' annual budgets would have to be increased. In Westminster's case, that means that the annual assessment would have been approximately $155,000 plus an additional 5% increase annually.

The Board of Directors analyzed the current business plan and operational assessment structure along with the Dog Licensing Program and the program's corresponding revenue. Currently, the Entities are assessed a fee based upon their population and assessed property value. According to the business plan developed several years ago, there is an approximate 5% annual escalator attached. The assessment was designated to help pay for the shelter's operational expenses. The annual escalator was an unstable budgetary consideration for the Entities. It was suggested that because the FAS construction debt was relatively constant over the term of the notes, that it made better sense to devote the Entity assessments to the repayment of the construction debt. This action might allow stabilization of the annual budget considerations for each of the Entities. It was proposed that in lieu of having the assessment calculation tied to population and property valuation, it would instead be tied to the estimated dog population in the Entity jurisdiction. In Westminster's case, this would stabilize our annual assessment at approximately $89,000. Depending on an increase or decrease in dog population, a minor annual adjustment in the amount paid by Westminster may occur.

The IGA provides for the conversion of the revenue generated from the Countywide Dog Licensing Program from FAS construction debt repayment to FAS operational expenditures. FAS will also maintain a capital reserve account with a balance of $500,000. The Dog Licensing Program generates approximately $700,000 per year. This, coupled with an aggressive fundraising effort from the Foothills Animal Shelter Foundation, is projected by FAS Staff to provide the needed operational revenue for the shelter. Currently, the County-Wide Dog Licensing compliance rate is 20%. There is a potential 80% growth capability that FAS could realize and apply toward the shelter operations, thus reducing the reliance on fundraising efforts.

Staff believes that the funding changes being proposed in the IGA are sound and practical and offer a more predictable on-going funding responsibility for the City. However, it should be noted that Foothills Animal Shelter and the Foundation may be challenged to meet operational funding needs through shelter fees, dog license revenue and fundraising efforts. Their operational expenses have increased significantly with the new and expanded facility, and the current economic conditions pose challenges for all charitable and private fundraising. It is possible that, should they fail to raise sufficient revenue to meet operational expenses, they may approach the partnering entities in the future to address revenue shortfalls.

This IGA reflects the City's strategic goal of Financially Sustainable City Government Providing Exceptional Services.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN JEFFERSON COUNTY, THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE, THE CITY OF GOLDEN, THE CITY OF WESTMINSTER AND THE CITY OF EDGEWATER
ANIMAL SHELTER/DOG LICENSING /FUNDING

THIS AGREEMENT, dated for reference purposes only this 15th day of August, 2012, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO,** a body politic and corporate (the "County"); the **CITY OF ARVADA,** a municipal corporation ("Arvada"); the **CITY OF LAKEWOOD,** a municipal corporation ("Lakewood"); the **CITY OF WHEAT RIDGE,** a municipal corporation ("Wheat Ridge"); and the **CITY OF GOLDEN,** a municipal corporation ("Golden"); and the **CITY OF WESTMINSTER,** a municipal corporation ("Westminster").

WITNESSETH

WHEREAS, C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to establish an animal holding facility and engage personnel to operate it, provide for the impoundment of animals, and to establish terms and conditions for the release or other disposition of impounded animals; and

WHEREAS, C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance; and

WHEREAS, C.R.S. Section 31-15-401(m)(I) authorizes municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, pursuant to C.R.S. Section 30-11-107(1) the parties are authorized to enter into agreements for the joint use and occupation of public buildings; and

WHEREAS, some of the parties entered into an Intergovernmental Agreement forming the separate legal entity called the Jefferson Animal Shelter on March 15, 1975 and this Intergovernmental Agreement was amended several times to modify the terms and add parties to the agreement; and

WHEREAS, the Towns of Morrison and Mountain View are no longer participating in the operation or funding of the Jefferson Animal Shelter; and

WHEREAS, the parties entered into an Intergovernmental Agreement creating a County-Wide Dog Licensing Program ("Dog Licensing Program") which provided that the revenue from the Dog Licensing Program would be used to construct a new animal shelter facility due to the deterioration of the prior facility; and

WHEREAS, the County funded the construction of a new animal shelter facility ("Facility") by 1)issuing Certificates of Participation ("COPs") which included the amount of 5.2 million dollars for construction of the Animal Shelter Facility; 2) contributing 3 million dollars; and 3) contributing an additional 1.5 million dollars pursuant to the terms of an Intergovernmental Agreement between some of the parties (the "Facility Funding IGA") which provided that the participating cities would repay the County(unless the County is repaid by the Foothills Animal Foundation)at the end of a five year period ending on January 1, 2015; and

WHEREAS, the parties desire to amend the prior agreements for formation of the Shelter and the Dog Licensing Program to provide for the parties to no longer pay annual assessments for the operation of the Shelter, to instead use the revenue from the Dog Licensing Program for the operation of the Shelter and to provide for repayment of the COPs and the $1.5 million dollar contribution; and

WHEREAS, the parties agree that each party and its residents should contribute toward the funding for the cost of capital construction of the Facility and the operation of a central animal shelter in equal proportion to the estimated number of dogs in their jurisdiction; and

WHEREAS, it continues to be in the best interest of all of the above-referenced parties to participate in the, organization, administration, and common use of a central animal shelter and to amend the prior agreements for continued operation of the central animal shelter and the Dog Licensing Program and the Facility Funding IGA as set forth herein; and

WHEREAS, the City of Edgewater ("Edgewater") may desire to become a party to this Agreement after adoption of a dog licensing ordinance in compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement of the parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

PART 1. <u>FOOTHILLS ANIMAL SHELTER FORMATION AND OPERATION</u>

I. <u>GENERAL PROVISIONS</u>

A. ESTABLISHMENT OF FOOTHILLS ANIMAL SHELTER. The parties previously established a separate legal entity called the Jefferson Animal Shelter and then renamed the entity the Table Mountain Animal Center. The parties hereby reaffirm the establishment of the separate legal entity which shall be known as the "Foothills Animal Shelter" (the "Shelter") and which shall be responsible for the administration and operation of the Shelter and the Facility.

B. LEASE OF SHELTER. The Shelter entered into a lease with the County for the new Facility located at 580 McIntyre Street, Golden CO 80401 pursuant to a Lease Agreement effective on August 9, 2010 (the "Lease Agreement"). The Shelter, for the purpose of, organizing, administering, and operating the central animal facility on the land so leased, will improve, maintain, and operate the Facility as provided herein and as provided in the Lease Agreement.

II. <u>POWERS OF THE SHELTER</u>

A. GENERAL POWERS. The parties hereto agree the Shelter shall be empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the Facility within Jefferson County, Colorado, as a complete animal shelter for the use and benefit of the parties to this Agreement and their constituents.

B. POWER TO SHELTER ANIMALS AND PROVIDE EDUCATIONAL PROGRAMS. The principal purposes of the Shelter are (1) to retain in temporary custody and to provide for the subsequent adoption or disposition of animals taken into possession by the respective governing bodies or animals tendered to the Shelter by residents of the respective governing bodies, and (2) to provide educational, volunteer and related programs to individuals and the community to promote responsible pet ownership. As used herein, the term "animals" shall include, but is not necessarily limited to, dogs, cats, cattle, horses, and all other domestic or wild animals of any kind or description.

C. The Shelter shall have the power to contract with other governing bodies who are not parties to this Agreement to provide the same temporary custody, adoption or disposition services provided for the parties.

D. POWER TO ESTABLISH CLINICS FOR ANIMAL WELFARE PURPOSES. In addition to providing temporary custody for said animals, the Shelter shall have the authority to establish a clinic for the purpose of spaying and neutering animals, or any other animal welfare related purposes as deemed appropriate by the governing Board of Directors (the "Shelter Board").

E. POWER TO MAKE CONTRACTS, HIRE, AND FIRE. The parties hereto further agree the Shelter shall have the authority to contract and purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees as deemed necessary to operate the Shelter.

F. POWER TO SET FEES. The fees to be charged for services shall be established by the Shelter Board, shall be uniform and reasonable, and shall supersede any fees previously established by the respective governmental bodies. Fees for services provided to governing bodies who are not parties to this Agreement and their residents shall be set by the Shelter Board and shall be set to include the costs for operation and maintenance of the Shelter and capital costs of the Facility.

G. POWER TO LEASE PROPERTY. The parties hereto agree the Shelter is empowered to negotiate and enter into a lease of the Facility which is suitable for an animal facility and additional property if necessary.

III. BOARD OF DIRECTORS

A. POWERS. All powers, privileges and duties vested in the Shelter shall be exercised and performed by and through the Shelter Board. Only parties to this Agreement shall be entitled to appoint a Director to serve on the Shelter Board.

B. APPOINTMENTS. Each party shall designate and appoint one Director to serve on the Shelter board. Each Director shall be in regular attendance and participate in Shelter meetings and activities. Each Director shall serve in accordance with the terms and conditions set forth by the party that appointed the Director. Each party may also appoint an alternate board member. The current Directors for the existing animal shelter appointed by the parties shall continue to serve as Directors on the Foothills Animal Shelter Board after execution of this Agreement unless any Director is removed by the party who appointed the Director.

C. ELECTION OF OFFICERS. At the annual meeting of the Shelter Board, the Shelter Board shall elect from its membership a President, a Vice President (and President pro tem), a Secretary and a Treasurer, who will assume their office at the annual meeting. These officers shall serve until their successors have been elected. The officers shall be elected by an affirmative vote of at least a majority of the Shelter Board.

D. BYLAWS AND POLICIES AND PROCEDURES. The Shelter Board shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Shelter.

IV. CAPITAL IMPROVEMENT FUND

The Shelter shall establish a capital improvement fund equal to a minimum of Five Hundred Thousand Dollars ($500,000) ("Minimum Threshold") using the surplus revenues generated by either the operation of the Shelter or the Dog Licensing Program or by funds transferred from the Foothills Animal Foundation, a Colorado non-profit corporation (the "Foundation"). The uses to which said fund may be put include, but are not necessarily limited to, replacement of capital equipment, procurement of new capital equipment, and improvement or expansion of the Facility. If funds are used from the capital improvement fund, the capital improvement fund shall be returned to the Minimum Threshold as soon as funds become available but within no more than a two year period from the date the fund fell below the

Minimum Threshold. The Shelter Board may adjust the Minimum Threshold above $500,000 on an annual basis if approved by a two-thirds vote of the Directors. Any adjustment of the Minimum Threshold below $500,000 shall only occur by amendment to this Agreement.

V. CONTINGENCY/EMERGENCY FUND ESTABLISHED

The Shelter shall establish a contingency/emergency fund with a minimum of three months of operating expenses as calculated from the prior year ("Minimum Balance"). The money for said fund may be generated from transfers from impoundment, boarding and adoption fees, investment income, donations, grants or other incidental sources of revenue. Said contingency fund shall be used to defray the costs of unanticipated operating expense shortfall. If funds are used from the contingency emergency fund, the contingency/emergency fund shall be returned to the Minimum Balance as soon as funds become available but within no more than a two year period from the date the fund fell below the Minimum Balance.

VI. BUDGET

A. BUDGET PROCESS. Each year, the Shelter shall prepare a preliminary budget and submit said budget to the Shelter Board. The budget shall contain detailed estimates of the operating costs of the subsequent year. The preliminary budget shall be approved by the Shelter Board on or before September 30th of each year. The approved preliminary budget shall be submitted to each of the governing bodies of the parties hereto as soon thereafter as possible.

B. The final budget shall then be approved by the Shelter Board and certified by the secretary and treasurer of the Shelter Board. A final budget shall be submitted to each of the governing bodies of the parties no later than December 15th of each year that this Agreement is in effect.

VII. FUNDS AND OPERATIONS

A. DESIGNATION OF FUNDS. The Shelter and parties agree that the various monies paid to the Shelter from the Dog Licensing Program or any other source, and any monies generated by the Shelter, shall be placed into a designated fund, and any expenses incurred by reason of operation of the Shelter shall be paid from said fund.

B. CHOICE OF DEPOSITORY. All monies belonging to the Shelter or designated for use by the Shelter shall be deposited in the name and to the credit of the Shelter with such depositories as the Shelter shall from time to time designate.

C. DISBURSEMENT OF FUNDS. The Shelter Board will establish a written policy for the internal control and monitoring of the expenditure of funds by the Shelter and the type or method of payment used by the Shelter. The written policy established by the Shelter Board shall ensure that the Shelter Board is able to monitor all expenditures by the Shelter.

D. FISCAL RESPONSIBILITY. The Shelter shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Shelter, with which to pay the same. The provisions and terms set forth in Part 3 of this Agreement shall not be considered debt of the Shelter.

VIII. BOOKS AND RECORDS

A. RECORD KEEPING. The Shelter shall maintain adequate and correct accounts of its funds, properties, and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.

B. ANNUAL AUDIT. The Shelter shall cause to be conducted an annual audit within 90 days after the end of the fiscal year. The Shelter fiscal year shall be from January 1st to December 31st. Such audit shall be conducted by an independent certified public accountant, registered accountant, or partnership, or certified public accountants, or registered accountants licensed to practice in the State of Colorado. The Shelter shall tender a copy of said audit to the governing bodies of the respective parties hereto.

IX. REPORTS

A. ANNUAL REPORT. By June 1st of each year the Shelter shall prepare a comprehensive annual report of the Shelter's activities and finances during the preceding year and tender a copy of the annual report to the governing bodies of the respective parties hereto.

B. REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT. The Shelter shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the Shelter.

C. REPORTS REQUESTED BY THE PARTIES. The Shelter shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

PART 2. COUNTY WIDE LICENSING PROGRAM/FUNDING FOR SHELTER

I. COUNTY-WIDE LICENSING PROGRAM

A. ORDINANCE ADOPTION. Each party shall adopt or has already adopted an ordinance which establishes a dog licensing program and penalties within its jurisdiction. The dog licensing ordinances adopted by the parties shall be consistent with the County ordinance concerning licensing of dogs and license fees; however, each party has discretion to adopt its own penalties.

B. ENFORCEMENT. Each party shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction. Each party agrees to actively pursue enforcement of said ordinance.

C. LICENSING ADMINISTRATOR DEFINED. The Licensing Administrator is the entity delegated the authority by the parties to issue licenses and collect fees for said dog licenses on behalf of all parties.

D. DELEGATION OF AUTHORITY. The parties hereby have delegated authority to the County to be the Licensing Administrator to issue licenses and collect fees for said dog licenses on behalf of all parties. A new Licensing Administrator may be appointed by written approval of the Shelter Board. If the Licensing Administrator appointed is not a party, the Shelter Board shall enter into an agreement with the entity chosen to be the Licensing Administrator to bind the new Licensing Administrator to the terms of this Agreement and any other terms deemed necessary by the Shelter Board.

E. DOG LICENSES. The dog licenses shall all be identified as "County Dog Licenses."

II. FUNDS AND OPERATIONS

A. DESIGNATION OF FUNDS. The Licensing Administrator agrees that all monies paid to the Licensing Administrator for the licensing of dogs within the jurisdictions of all parties, shall be placed into a designated fund (the "Dog Licensing Fund") except the funds due to the Licensing Administrator as provided in Part 2, Article II, Section B and the funds withdrawn or retained by the County pursuant to Part 2, Article II, Section C.

B. LICENSING ADMINISTRATOR'S ADMINISTRATIVE COSTS. On August 1st of each year this Agreement is in effect, the Licensing Administrator shall provide each party with a statement of the Licensing Administrator's administrative costs directly attributable to the operation of the Dog Licensing Program from July 1st through June 30th of each year, and the projected administrative costs for the upcoming year. The Licensing Administrator shall retain the amount of the Licensing Administrator's administrative costs from the Dog Licensing Program revenue on a monthly basis. The Licensing Administrator shall be entitled to payment for the cost of, at a maximum, two full time employees including salary, benefits and overhead. The Licensing Administrator employee positions shall be Administrative Specialist I or II positions as currently defined by the County or equivalent positions. Any future staffing needs, beyond those currently listed above, require approval of the Shelter Board. The Licensing Administrator shall also be entitled to the cost of tags, mailers (for new tags and renewals), postage, printing, maintenance/updates of dog licensing software and miscellaneous office supplies, and any other costs directly attributable to the operation of the Dog Licensing Program.

C. DISBURSEMENT OF FUNDS FOR 2012. The parties have each paid an assessment to the Shelter for the 2012 Budget Year as a contribution to the operating costs and capital improvement costs of the Shelter. The County, as the current Licensing Administrator shall withdraw funds from the Dog Licensing Fund to pay that portion of the debt service on the COPs for 2012 attributable to the portion of those proceeds used to fund the construction of the Facility. The County, as the current Licensing Administrator, shall retain funds in the Dog Licensing Fund to pay the County's estimated administrative costs and expenses for acting as the Licensing Administrator through December 31, 2012. The remainder of the funds in the Dog Licensing Fund shall be paid over to the Shelter to be used first to meet the requirements for funding the Capital Improvements Fund and Contingency/Emergency Fund and the remainder shall be allocated as determined by the Shelter Board.

D. DISBURSEMENT OF FUNDS AFTER 2012. Except for the funds retained by the Licensing Administrator each month for its administrative costs and expenses as provided in Part 2, Article II, Section B, the funds contained in the Dog Licensing Fund shall be paid to the Shelter by the Licensing Administrator on a monthly basis on the 10^{th} of the following month as a contribution from the parties toward the operating costs of the Shelter or capital improvements or maintenance costs of the Shelter as approved by the Shelter Board.

III. BOOKS AND RECORDS

RECORD KEEPING. The Licensing Administrator shall maintain adequate and correct accounts of the funds, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.

IV. REPORTS

A. DEFINITIONS.

1. *Reporting Period* shall mean the period between July 1^{st} to June 30^{th} of each subsequent year.

2. *Jurisdiction* – The Jurisdiction of each party who is a city shall mean the area within its municipal boundaries. For Westminster and Arvada Jurisdiction shall include the area within their municipal boundaries that is within Adams County and Jefferson County. The Jurisdiction for the County shall be the unincorporated area of the County.

3. *Estimated Dog Population* for a party shall mean:
   a. the estimated percentage of Colorado households harboring one or more dogs, obtained from the most current data published by the American Veterinary Medical Association (the "Source"); multiplied by
   b. the number of households in a party's Jurisdiction, as reported in the most current publication by the State Demographer's Office; multiplied by
   c. the average number of dogs per household for each household with a dog, obtained from the most current Source using the data for Colorado.

4. *Compliance Rate* shall mean the rate calculated by dividing
   a. the number of licenses issued for dogs residing in a party's Jurisdiction during a one year Reporting Period by
   b. the Estimated Dog Population in each party's Jurisdiction for the same Reporting Period.

B. ANNUAL REPORT. By August 1st of each year, the Licensing Administrator shall prepare and present to the Shelter Board an annual report of the number of dogs licensed during the prior year in each party's Jurisdiction, the estimated household population of each party's Jurisdiction as reported in the most current publication by the State Demographer's Office, the Compliance Rate for each party's Jurisdiction and the funds collected during the prior year. A sample of the report format is attached as Exhibit A.

C. REPORTS REQUESTED BY THE PARTIES. The Licensing Administrator shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

V. REVIEW OF REVENUES AND JURISDICTION COMPLIANCE

A. REVIEW OF REVENUES AND COMPLIANCE BY JURISDICTION. If during the reporting period ending June 30, 2012, there is less than twenty per cent (20%) compliance by the residents in a party's Jurisdiction, the respective party shall pay to the Licensing Administrator for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if there was twenty per cent (20%) compliance at the spayed dog licensing rate and the amount of dog license fees actually collected from the residents of that party's Jurisdiction.

The twenty percent (20%) Compliance Rates set forth above shall be defined as the Minimum Compliance Rate for the reporting period ending June 30, 2012. When the annual report is distributed at the end of the next reporting period and every year thereafter, a new Minimum Compliance Rate shall be set for the following year if the Minimum Compliance Rate was exceeded by all the parties. If all the parties' Jurisdictions exceed the Minimum Compliance Rate according to the annual report, the new Minimum Compliance Rate for the following year shall be the Compliance Rate of the party with the lowest Compliance Rate. If any party's Jurisdiction fails to meet the Minimum Compliance Rate set for a reporting period, the party shall pay to the Licensing Administrator for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if the Minimum Compliance Rate was met at the spayed dog licensing rate, and the amount of dog license fees actually collected from the residents of that party's Jurisdiction.

B. APPROPRIATION AND PAYMENT OF FUNDS. The parties agree to pay the amounts set forth in Part 2, Article V, Section A, to the Licensing Administrator for placement in the Dog Licensing Fund by January 31st of the year following which the Annual Report determined a party failed to meet the Minimum Compliance Rate, provided, however, that all payments by the parties to the Dog Licensing Fund pursuant to this Agreement are subject to annual appropriation by the parties hereto in the manner required by statute. It is the intention of the parties that no multiple-year fiscal debt or other obligation be created by this Agreement.

PART 3. REPAYMENT OF DEBT SERVICE FOR CONSTRUCTION OF FACILITY

I. BASIS FOR DOG POPULATION

A. BASIS FOR DOG POPULATION. The basis for the dog population calculation shall be based upon the Colorado data from the most current Source. Whenever the dog population is needed for computations under this Agreement, the figure used shall be the most recent available at the time such figure is needed, unless otherwise specified herein.

B. DEFINITIONS. The definitions for Jurisdiction, Reporting Period and Estimated Dog Population are set forth in Part 2, Article IV.

II. CONTRIBUTIONS TO DEBT SERVICE FOR COST OF CONSTRUCTING FACILITY

A. CONTRIBUTIONS OF THE PARTIES FOR DEBT SERVICE ON COPS. 5.2 million dollars of the proceeds from the COPs issued by the County were used to partially pay the cost for construction of the Facility. The parties agree that each municipal party shall annually pay an assessment to the County to repay that portion of the debt service on the COPs attributable to the portion of the proceeds used to fund the construction of the Facility (the "Facility Debt Service") until the COPs are defeased. The Facility Debt Service Schedule is attached hereto as Exhibit A but such schedule may be modified if the COPs are refinanced as provided herein. Each party's annual repayment will be determined as follows:

1. Calculation for the Annual Assessment
   a. Determine the Estimated Dog Population for each party's Jurisdiction as of June 30th of each year.
   c. b. Add the Estimated Dog Population for all the parties together to determine the Total Dog Population. Determine what percentage each party's Estimated Dog Population is compared to the Total Dog Population for all of the parties' Jurisdictions combined ("Dog Population Percentage").

Each municipal party shall pay the County a portion of the Facility Debt Service equal to that municipal party's Dog Population Percentage.

B. ANNUAL DEBT SERVICE STATEMENT AND INVOICE FOR COPS. By August 1st of each year, the County shall prepare and present to the Shelter Board and the governing bodies of the parties a statement and invoice of the Facility Debt Service due from January 1 to December 31 for the upcoming year, each party's Dog Population Percentage and the total dollar amount due from each party for its portion of the Facility Debt Service.

C. PAYMENT FOR FACILITY FUNDING IGA. Pursuant to the terms of the Facility Funding IGA, the County shall provide the parties with a report each year stating the amount received each year and the balance owing. Section I.D. of the Facility Funding IGA shall be amended to provide that the final payment on the remaining balance is due on January 1, 2015 and shall be divided equally between Arvada, Lakewood, Wheat Ridge, Golden and Westminster (collectively the "Cities"). The Cities shall make their final payments to the County no later than January 31, 2015. To the extent the Facility Funding IGA provides that the County is solely responsible for the Facility Debt Service on COPs, the Facility Funding IGA is amended in this Agreement to require participation of all the municipal parties and the County in the payment of the Facility Debt Service in the manner provided herein.

D. APPROPRIATION AND PAYMENT OF FUNDS. The parties agree to consider for appropriation the amounts computed as set forth above by the first day of January of the year during which said monies are to be paid to the County. The parties agree to pay the amounts for the Facility Debt Service to the County by January 31st of the year during which said monies are to be paid by the County for the debt service. All payments to the County pursuant to this Agreement are subject to annual appropriation by both the County and each municipal party hereto in the manner required by statute. It is the intention of the parties that no multiple-year fiscal debt or other obligation be created by this Agreement.

E. REPORTS REQUESTED BY THE PARTIES. The County shall also render to the other parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

F. REFINANCING. The County shall have the right to refinance the debt on the COPs if deemed beneficial to the County so long as the amount owed by the municipal parties for debt service does not increase due to the refinancing.

PART 4. GENERAL CONTRACT TERMS

I. DEFAULT IN PERFORMANCE

A. In the event any party fails to make the payments to the Licensing Administrator when due as provided by Part 2, Article V, or payments to the County as provided in Part 3 or to perform any of its covenants and undertakings under this Agreement, the County or any other party shall cause written notice to be given to the governing body of the defaulting party of the termination of the party's participation in the Agreement, unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said default within said thirty (30) day period, membership in the Shelter of the defaulting party shall thereupon terminate, and said defaulting party shall thereafter have no voting rights as a member of the Shelter at any regular or special meeting thereto, nor be entitled to representation on the Shelter Board, and said defaulting party shall thereafter be denied service by the Shelter. Further, the Licensing Administrator shall no longer provide licensing services to said defaulting party. The defaulting party whose participation is terminated under this section of this Agreement shall forfeit all right, title, and interest in and to any funds in the Dog Licensing Fund or any right, title or interest in and to any property of the Shelter to which said party may otherwise be entitled upon the dissolution of this Agreement. If a party is in default of this Agreement for any reason other than nonappropriation of funds for payment of an assessment to the County or payment to the Licensing Administrator for placement in the Dog Licensing Fund, termination of the defaulting party's participation in the Agreement shall not relieve the defaulting party of the obligation to make the payments to the County as provided in Part 3 or the Licensing Administrator for placement in the Dog Licensing Fund as provided in Part 2, Article V that were due prior to the defaulting party's termination. This Section is not intended to limit the right of any party under this Agreement to pursue any or all other remedies it may have for breach of this Agreement. A party who fails to make the payments required by Part 2 or 3 for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees. A municipal party who fails to make the payments for any reason other than nonappropriation of funds shall be obligated to pay interest at a default rate of 10% plus all costs of collection of said payment, including reasonable attorneys' fees.

B. PAYMENT DEFAULT/ COPs. In the event any municipal party fails to make the payments to the County when due other than for non appropriation as set forth in Part 3 Section D that municipal party shall be in default. In the event of a payment default or non appropriation by any of the municipal parties, the remaining municipal parties and County shall be responsible for the debt service amount owed by the defaulting or non appropriating municipal party or parties in the same ratio calculation set forth in Part 3 except the ratio shall be calculated without the defaulting party or parties inclusion in the ratio.

C. PAYMENT DEFAULT/ $1.5 MILLION. In the event Arvada, Lakewood, Wheat Ridge, Golden or Westminster fails to make the payments to the County when due other than for non-appropriation as set forth in Part 3 Section C the municipal party who fails to make a timely payment shall be in default. In the event of a payment default or non appropriation by Arvada, Lakewood, Wheat Ridge, Golden or Westminster, the remaining municipal parties shall be responsible for the debt service amount owed by the defaulting or non appropriating municipal parties as provided in the Facility Funding IGA.

II. TERM, RENEWAL AND TERMINATION OF AGREEMENT

A. TERM AND RENEWAL OF AGREEMENT. This Agreement shall be in full force and effect for a term of 50 years from July 1, 2012 or until sooner terminated by two-thirds of the parties hereto, and the parties entering into this Agreement shall have the option to extend this Agreement by amending this Agreement pursuant to Part 4, Section III.

B. CONTINUATION OF SHELTER OPERATION/FEES FOR NON-PARTIES. All property and animals shall remain in the Shelter under the terms of this new Agreement. Entities not parties to this Agreement who have animals at the Shelter that were placed at the Shelter by the entity or residents living within the boundaries of the entity on effective date of this Agreement shall pay a fee as set by the Shelter Board which may be per animal per day as long as said animal remains at the Shelter.

C. TERMINATION BY WRITTEN NOTICE. This Agreement, or any party's participation in this Agreement, may be terminated effective by written notice from the party or parties to the Shelter at least 180 days prior to January 1st of any given year. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement for said parties' contributions to the County, the Shelter or the Licensing Administrator for capital costs, assessments or any operating costs previously paid by said party or any dog licensing fees previously paid by its residents. Such party shall be entitled to be readmitted to the membership of the Shelter if approved by the Shelter Board and if the terminated party has paid all dollar amounts the terminated party is in arrears under the terms of this Agreement.

D. TERMINATION WITHOUT REQUIRED NOTICE. In the event that any party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement and not in accordance with subsection C of this section, such party shall be considered in default of this Agreement and accordingly shall forfeit its entire contribution to the Shelter. Upon default, the defaulting party shall forfeit all privileges and property that such party obtained as a result of its membership in this Shelter. Should a defaulting party, at some later date, seek readmission to the membership of the Shelter, such party shall be required to meet the requirements and contributions of any new party seeking membership pursuant to the terms of this Agreement.

E. POWERS OF SHELTER UPON TERMINATION BY TWO-THIRDS. Upon termination by mutual agreement of two-thirds of the parties to this Agreement, the powers granted to the Shelter under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and animals under this Agreement. If the Agreement is terminated the Shelter and the County shall cause the Lease Agreement with the County to be terminated.

F. STATUS OF LEASED PREMISES UPON TERMINATION BY TWO-THIRDS/ PAYMENT OF SHELTER LIABILITIES. Upon termination of this Agreement by mutual agreement of two-thirds of the parties hereto, the Lease Agreement shall terminate in accordance with its terms and improvements thereon located in Jefferson County, shall revert to Jefferson County for its use and ownership. Any cost for liabilities incurred by the Shelter during the termination of this Agreement and as an expense of termination shall be borne by each party to the Agreement in the same proportion as it is required to contribute to the assessments in Part 3 Section II, whether such assessments have terminated or not except, if the debt service on the COPs is not fully paid, the County shall not pay any part of the remaining Shelter liability and the proportion of each municipal party shall be adjusted to pay the full amount of the Shelter liability without the County participation.

G. TERMINATION FOR REASON OTHER THAN NONAPPROPRIATION. Termination of the Agreement for any reason other than nonappropriation of funds shall not relieve the terminating party of the obligation to make the payments to the Licensing Administrator as provided in Part 2 or pay the party's assessment to the County as provided in Part 3.

H. DISBURSEMENT OF FUND UPON TERMINATION. If this Agreement is terminated, the Licensing Administrator shall first pay the County any monies it holds from the dog licensing revenue, except its costs of administration prior to termination of the Agreement, to pay the County for the cost of any remaining debt service on the COPs issued to pay for the cost of constructing the Facility. The Shelter shall pay any funds it holds beyond its expenses incurred prior to the termination of this Agreement to the County to cover any remaining cost of the debt service on the COPSs. This provision and the provisions of Part 2, Article II, Section B; Part 2, Article V; Part 3, Article II; Part 4, Article I, Section A, B and C and Article II., shall survive termination of this Agreement.

III. AMENDMENT

This Agreement may be amended at any time in writing by agreement of all the parties to this Agreement except that the Agreement may also be amended as set for the in Part 4, Section X.

IV. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

V. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

VI. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

VII. SUPERSEDES AND AMENDS PRIOR AGREEMENTS

This Agreement supersedes and replaces all prior agreements dealing with formation of the Shelter including but not limited to the Intergovernmental Agreement dated for reference purposes only January 1, 1998, and the Intergovernmental Agreement for the County Wide Licensing Program dated for reference purposes only June 20, 2007 and any amendments to those agreements. The Facility Funding IGA shall remain in full force and effect except as amended herein. To the extent Facility Funding IGA says the County is solely responsible for the Facility Debt Service for the COPs the Facility Funding IGA is amended by Part 3 Article II(C).

VIII. NONDISCRIMINATORY POLICY

The Shelter shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, sex, or disability.

IX. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay any costs hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and shall not in any way be construed to be a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of any costs.

X. JOINDER OF THE CITY OF EDGEWATER

All parties agree that the City of Edgewater ("Edgewater") may become a party to this agreement by adopting a dog license ordinance in compliance with the terms of this Agreement and Edgewater's properly executing this Agreement in counterpart. Upon Edgewater's execution of a counterpart of this Agreement the parties and Edgewater agree that this Agreement shall be deemed amended with Edgewater being deemed a party to this Agreement and Edgewater being subject to all the terms and provisions of this Agreement except Edgewater shall not be responsible for payment under the terms of the Facility Funding IGA without amendment to the Facility Funding IGA as provided therein. Calculation for the Compliance Rate for Edgewater shall be prorated for the first year from the date Edgewater executes the Agreement until the following June 30th.

ATTEST:

CITY OF WESTMINSTER
STATE OF COLORADO

____
City Clerk

By____________________________
Name & Title: ________________
Date: ______________________

APPROVED AS TO FORM:

HMcGraham
Office of the City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

____
Deputy Clerk and Recorder

JEFFERSON COUNTY,
STATE OF COLORADO

By___________________________
Donald Rosier, Chairman
Board of County Commissioners
Date: ______________________

APPROVED AS TO FORM:

____
Gay Ummel
Assistant County Attorney

ATTEST:

CITY OF ARVADA,
STATE OF COLORADO

____
City Clerk

By______________________________
Name & Title: __________________
Date: ________________________

APPROVED AS TO FORM:

____
Office of the City Attorney

ATTEST:

____
City Clerk

CITY OF LAKEWOOD
STATE OF COLORADO

By____________________________
Name & Title: _________________
Date: ________________________

APPROVED AS TO FORM:

____
Office of the City Attorney

ATTEST:

CITY OF GOLDEN
STATE OF COLORADO

____
City Clerk

By______________________________
Name & Title: __________________
Date: _________________________

APPROVED AS TO FORM:

____
Office of the City Attorney

ATTEST:

CITY OF WHEAT RIDGE
STATE OF COLORADO

____
City Clerk

By____________________________
Name & Title: __________________
Date: _________________________

APPROVED AS TO FORM:

____
Office of the City Attorney

ATTEST:

CITY OF EDGEWATER
STATE OF COLORADO

____
City Clerk

By______________________________
Name & Title: ________________
Date: ________________________

APPROVED AS TO FORM:

____
Office of the City Attorney

WESTMINSTER

Staff Report

Information Only Staff Report
July 23, 2012

SUBJECT: Monthly Residential Development Report

PREPARED BY: Walter G. Patrick, Planner II

Summary Statement

This report is for City Council information only and requires no action by City Council.

- The following report updates 2012 residential development activity per subdivision (please see attachment) and compares 2012 year-to-date totals with 2011 year-to-date totals.

- The table below shows an overall decrease (-74.3%) in new residential construction for 2012 year-to-date totals when compared to 2011 year-to-date totals (85 units in 2012 vs. 331 units in 2011).

- Residential development activity for the month of June 2012 versus June 2011 reflects an increase in single-family detached (11 units in 2012 versus 9 units in 2011), an increase in single-family attached (13 units in 2012 versus 6 units in 2011), a decrease in multiple-family (0 units in 2012 versus 244 units in 2011), and no change in senior housing (0 units in both years).

NEW RESIDENTIAL UNITS (2011 AND 2012)

	JUNE			YEAR-TO-DATE		
UNIT TYPE	2011	2012	*% CHG.*	2011	2012	*% CHG.*
Single-Family Detached	9	11	*22.2*	35	60	*71.4*
Single-Family Attached	6	13	*116.7*	12	25	*108.3*
Multiple-Family	244	0	-	284	0	-
Senior Housing	0	0	-	0	0	-
TOTAL	**259**	**24**	*-90.7*	**331**	**85**	*-74.3*

Background Information

In June 2012, Service Commitments were issued for 24 new housing units.

The column labeled "# Rem." on the attached table shows the number of approved units remaining to be built in each subdivision.

Total numbers in this column increase as new residential projects (awarded Service Commitments in the new residential competitions), Legacy Ridge projects, build-out developments, etc. receive Official Development Plan (ODP) approval and are added to the list.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Residential Development Report

ACTIVE RESIDENTIAL DEVELOPMENT

Single-Family Detached Projects:	May-12	Jun-12	2011 YTD	2012 YTD	# Rem.*	2011 Total
Bradburn (120th & Tennyson)	1	5	2	16	18	10
CedarBridge (111th & Bryant)	0	0	0	0	3	0
Country Club Highlands (120th & Zuni)	0	0	0	5	91	0
Countryside Vista (105th & Simms)	0	0	0	0	9	0
Huntington Trails (144th & Huron)	3	0	21	15	48	44
Hyland Village (96th & Sheridan)	0	0	0	0	105	0
Legacy Ridge West (104th & Leg. Ridge Pky.)	1	0	1	2	0	2
Lexington (140th & Huron)	0	0	0	0	3	0
Meadow View (107th & Simms)	0	0	0	0	0	0
Tuscany Trails (95th & Westminster Blvd.)	2	3	5	8	12	14
Ranch Reserve (114th & Federal)	0	0	0	0	0	0
Savory Farm Estates (109th & Federal Blvd.)	0	0	0	0	24	0
Shoenberg Farms (72nd & Sheridan)	0	3	6	13	23	9
Various Infill	0	0	0	1	9	0
Winters Property (111th & Wads. Blvd.)	0	0	0	0	8	0
Winters Property South (110th & Wads. Blvd.)	0	0	0	0	10	0
SUBTOTAL	***7***	***11***	***35***	***60***	***363***	***79***
Single-Family Attached Projects:						
Alpine Vista (88th & Lowell)	0	0	0	0	84	0
Bradburn (120th & Tennyson)	0	0	0	0	0	0
CedarBridge (111th & Bryant)	0	0	0	0	0	0
Cottonwood Village (88th & Federal)	0	0	0	0	62	0
East Bradburn (120th & Lowell)	0	0	0	0	117	0
Eliot Street Duplexes (104th & Eliot)	0	0	0	0	10	0
Highlands at Westbury (112th & Pecos)	0	0	0	0	0	0
Hollypark (96th & Federal)	0	0	0	0	20	0
Hyland Village (96th & Sheridan)	0	0	0	0	153	0
Legacy Village (113th & Sheridan)	0	0	0	0	54	0
South Westminster (East Bay)	0	5	0	5	53	0
Shoenberg Farms	0	8	12	20	8	20
Summit Pointe (W. of Zuni at 82nd Pl.)	0	0	0	0	58	0
Sunstream (93rd & Lark Bunting)	0	0	0	0	14	0
SUBTOTAL	***0***	***13***	***12***	***25***	***633***	***20***
Multiple-Family Projects:						
Bradburn (120th & Tennyson)	0	0	0	0	233	0
Hyland Village (96th & Sheridan)	0	0	0	0	54	0
Mountain Vista Village (87th & Yukon)	0	0	0	0	144	0
Orchard Arbour Square	0	0	284	0	244	300
Prospector's Point (87th & Decatur)	0	0	0	0	24	0
South Westminster (East Bay)	0	0	0	0	28	0
South Westminster (Harris Park Sites I-IV)	0	0	0	0	6	0
SUBTOTAL	***0***	***0***	***284***	***0***	***733***	***300***
Senior Housing Projects:						
Covenant Retirement Village	0	0	0	0	0	0
Crystal Lakes (San Marino)	0	0	0	0	7	0
Legacy Ridge (112th & Federal)	0	0	0	0	91	0
SUBTOTAL	***0***	***0***	***0***	***0***	***98***	***0***
TOTAL (all housing types)	**7**	**24**	**331**	**85**	**1827**	**399**

* This column refers to the number of approved units remaining to be built in each subdivision.