



CITY COUNCIL AGENDA

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

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

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Report of City Officials**
 - A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
 - A. Earth Hour Proclamation 2012
 - B. 2011 Dorothy Mullen Arts and Humanities Award Presentation
7. **Citizen Communication (5 minutes or less)**

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. **Consent Agenda**
 - A. Purchase of Patrol Cars from State Bid
 - B. Purchase of Five Prius Hybrids from State Bid
 - C. Purchase of Replacement Patrol Boat for Standley Lake Regional Park
 - D. 2012 Water Treatment Chemicals Purchase
 - E. 2012 Wastewater Collection System Maintenance Program
 - F. 2012 Dell Server and Computer Replacement Purchases
 - G. 2012 Avaya IP PBX Phone System Hardware Software Maintenance
 - H. Municipal Service Center Gas Recovery System Contract
 - I. Open Space Purchase re 2.4-acre Holstein Property Located at 9849 Yarrow Court
 - J. Open Space Purchase re 31.87-acre Bonnie Stewart Property Located at 8390 West 108th Avenue
 - K. Second Reading of Councillor's Bill No. 2 re Zoning Amendment re Westminster Reformed Presbyterian Church
 - L. Second Reading of Councillor's Bill No. 3 re Four Leases for the Strasburg Natural Resource Farm
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
 - A. Councillor's Bill No. 4 re Westminster Sports Center Lease Agreement
11. **Old Business and Passage of Ordinances on Second Reading**
12. **Miscellaneous Business and Executive Session**
 - A. City Council
13. **Adjournment**

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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



WESTMINSTER
Strategic Plan
2011-2016
Goals and Objectives

FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

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



STRONG, BALANCED LOCAL ECONOMY

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



Use

SAFE AND SECURE COMMUNITY

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



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

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



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

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



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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JANUARY 23, 2012, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Atchison, to approve the minutes of the regular meeting of January 9, 2012, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that City Council would not meet on January 30, as it was the fifth Monday of the month and there was no pressing pending business for Council's consideration. The City Council would not be meeting in study session on February 6 but would facilitate a Community Summit at City Park Recreation Center that evening. Members of the audience were reminded of a public hearing on the agenda and asked to offer any comments pertinent to that hearing at that time. Others who might want to address the City Council about other items on the agenda or matters of issue to them should do so during Citizen Communication following presentations.

Following adjournment of the Council meeting, the Westminster Economic Development Authority (WEDA) Board of Directors would meet. After that meeting, the Council would conduct a post-meeting in the Board Room to discuss a couple of items related to FasTracks. The public was welcome to attend.

CITY COUNCIL COMMENTS

Councillor Briggs reported that the Council had enjoyed a cake upstairs during dinner to celebrate Mr. McFall's upcoming birthday. He wished him well.

Mayor McNally acknowledged and welcomed the Mayor of Federal Heights, Joyce Thomas, who was in the audience.

PRESENTATION

Councillor Lindsey read a proclamation offering congratulations and appreciation for the 2012 Shen Yun Performing Arts in Colorado. She presented the proclamation to Vivian Lam of the Falun Dafa Association of Colorado, sponsor of the event.

CONSENT AGENDA

The following actions were submitted for Council's consideration on the consent agenda: accept the December Financial Report as presented; accept the Fourth Quarter 2011 Insurance Claims Report; authorize the purchase of rock salt from the two low bid vendors, Independent Salt Company and Envirotech Services, Inc., in an amount not to exceed \$300,000; authorize the purchase of asphalt and crackseal materials from the low price MAPO (Multiple Assembly of Procurement Officials) bidder each quarter during 2012 in an amount not to exceed \$480,000 for asphalt and \$80,000 for crackseal materials; authorize the purchase of the approximately 5.12-acre Westminster

Hills Elementary School property located at 4105 West 80th Avenue for open space for \$730,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property; authorize the submission of an application to the Colorado Department of Transportation for Federal Hazard Elimination Program funds to pay for the installation of a traffic signal on 112th Avenue at the main entrance to Front Range Community College; authorize the Department of Community Development to pursue three grants from the Adams County Open Space grant program during the 2012 spring cycle for the acquisition of the McKay Overlook parcels located at 144th Avenue and Zuni Street for open space, for the development of a portion of Little Dry Creek Project located between Federal and Lowell Boulevards, and for the construction of a trail along Federal Boulevard from 92nd Avenue to 97th Avenue and from 116th Avenue to 119th Avenue; and final passage of Councillor’s Bill No. 1 on second reading, vacating rights-of-way within Semper Gardens Subdivision.

There were no items removed for individual consideration, and Councillor Kaiser moved to approve the consent agenda as presented. Councillor Atchison seconded the motion, and it carried.

PUBLIC HEARING ON WESTMINSTER REFORMED PRESBYTERIAN CHURCH REZONE, PDP & ODP

At 7:08 P.M., Mayor McNally opened a public hearing to consider the rezone, Preliminary Development Plan (PDP), and Official Development Plan (ODP) for the Westminster Reformed Presbyterian Church. The church’s 4.59-acre parcel was located on the north side of 112th Avenue between the Vrain and Stuart Street alignments. The City was purchasing for open space approximately 2.24 acres of the property that was located on the northern part of Lot 1. Pursuant to Section 11-4-5 of the Westminster Municipal Code, the church property needed to be rezoned from Open (O-1) to Planned Unit Development (PUD) because the maximum lot coverage in the O-1 zone was limited to 5 percent. The existing church was considered legal non-conforming because the lot coverage exceeded the 5 percent limitation. Replatting the lot and selling off a portion would only exacerbate the nonconforming issue; rezoning the property to PUD would eliminate the problem. The current Comprehensive Land Use Plan designation was Public/Quasi Public. Mac Cummins, Planning Manager, entered the agenda memorandum and its attachments into the record. The public notification process had been satisfied.

Councillors had no questions and the Mayor opened the hearing for public comment. No one wished to testify.

In conclusion, Mr. Cummins said that the Planning Commission had considered this proposal on January 10 and had recommended approval.

The Mayor closed the hearing at 7:10 P.M.

COUNCILLOR’S BILL NO. 2 TO REZONE WESTMINSTER REFORMED PRESBYTERIAN CHURCH

It was moved by Councillor Briggs and seconded by Councillor Atchison to pass Councillor’s Bill No. 2 on first reading to amend the zoning of the Westminster Reformed Presbyterian Church parcel from Open to Planned Unit Development based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been met. At roll call, the motion passed unanimously.

APPROVAL OF WESTMINSTER REFORMED PRESBYTERIAN CHURCH PDP AND ODP

Upon a motion by Councillor Briggs, seconded by Councillor Major, the Council voted unanimously to approve the Preliminary Development Plan and Official Development Plan for Westminster Reformed Presbyterian Church based on a finding that the criteria set forth in Sections 11-5-14 and 11-5-15 of the Westminster Municipal Code had been met.

RESOLUTION NO. 3 TO EXTEND SERVICE COMMITMENT AWARDS

It was moved by Councillor Major and seconded by Mayor Pro Tem Winter to adopt Resolution No. 3 extending the existing Category B-3 Service Commitment award for Orchard Lakes and LongsView multi-family residential projects and the existing B-4 Service Commitment award for West Bradburn Traditional Mixed Use Neighborhood Development project through December 31, 2013, based on the finding that all three projects had submitted development applications but not the required approvals (Official Development Plan or Comprehensive Land Use Plan amendment) by December 31, 2011. At roll call, the motion passed unanimously.

RESOLUTION NO. 4 AWARDING CATEGORY B-3 SERVICE COMMITMENTS

Councillor Atchison moved to adopt Resolution No. 4 awarding Category B-3 Service Commitments to the Westminster Lofts on the Creek Multi-family project. The motion was seconded by Councillor Major and passed unanimously on roll call vote.

RESOLUTION NO. 5 AWARDING CATEGORY B-4 SERVICE COMMITMENTS

It was moved by Councillor Atchison, seconded by Councillor Major, to adopt Resolution No. 5 awarding Category B-4 Service Commitments to The Village at Westminster City Center Traditional Mixed Use Neighborhood Development project. On roll call vote the motion carried unanimously.

RESOLUTION NO. 6 ALLOCATING HOME FUNDING

Mayor Pro Tem Winter moved, seconded by Councillor Major, to adopt Resolution No. 6 allocating the balance of 2012 HOME funds being administered per agreement by Adams County. The motion passed unanimously at roll call.

RESOLUTION NO. 7 ALLOCATING HOME FUND BALANCE TO VOA FOR WESTMINSTER COMMONS

Upon a motion by Mayor Pro Tem Winter, seconded by Councillor Kaiser, the Council voted unanimously at roll call to adopt Resolution No. 7 allocating up to \$500,000 of the HOME fund balance toward the acquisition and rehabilitation of the Westminster Commons Senior Apartments by Volunteers of America.

COUNCILLOR'S BILL NO. 3 APPROVING LEASES FOR STRASBURG NATURAL RESOURCE FARM

It was moved by Councillor Atchison and seconded by Councillor Major to pass Councillor's Bill No. 3 on first reading to authorize the City Manager to sign four lease agreements for two homes, one trailer pad and one agricultural lease at the Strasburg Natural Resource Farm. The motion carried unanimously at roll call.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 7:16 P.M.

ATTEST:

Mayor

City Clerk



Agenda Item 6 A

Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Earth Hour Proclamation 2012

Prepared By: Carey Jensen, Environmental Analyst
Lisa Bressler, Environmental Advisory Board Chairperson

Recommended City Council Action

Councillor Lindsey will present to Lisa Bressler, Environmental Advisory Board Chairperson, a proclamation establishing Saturday, March 31, 2012, between 8:30 p.m. and 9:30 p.m. as Earth Hour in the City of Westminster.

Summary Statement

- The City of Westminster will proclaim Saturday, March 31, 2012 between 8:30 p.m. and 9:30 p.m. as Earth Hour.
- During this hour, the highly visible City Hall bell tower, will be turned off and residents and businesses will be encouraged to participated in similar energy saving efforts.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Earth Hour is the World Wildlife Fund's global initiative to focus communities on the impact one hour can have on the environment. Individuals, businesses and governments are asked to turn off their lights for one hour to show their support for measures that reduce energy consumption.

The event began in Sydney, Australia on March 31, 2007, when 2.2 million people and 2,100 businesses turned off their lights for one hour - a massive collective effort that reduced Sydney's energy consumption by 10.2 percent for one hour. That is the equivalent effect of taking 48,000 cars off the road for a year.

Earth Hour 2012 will take place from 8:30 - 9:30 p.m. Mountain Standard Time on Saturday, March 31. During this hour, Westminster households, businesses and non-emergency operations are urged to switch off lights and non-essential appliances. Westminster is one of hundreds of cities worldwide participating in this event.

The events scheduled for Earth Hour are as follows:

- The Westminster City Hall clock tower shall be turned off for one hour beginning at 8:30 p.m. on Saturday, March 31, 2012.
- The City Green Team and the Environmental Advisory Board will partner to educate residents interested in energy conservation by promoting the event on the Green Team's Facebook Page and on the City's Public Calendar.

Westminster's participation in Earth Hour supports City Council's Strategic Plan goal of a Beautiful and Environmentally Sensitive City by setting an example of easy ways to reduce energy consumption and educate the community on ways they, too, can reduce energy use.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Proclamation

WHEREAS, our community is concerned with the impact of climate change and the future health and well-being of our planet and believes energy efficiency and natural resource conservation are important elements to combating climate change; and,

WHEREAS, Earth Hour is both an international and local symbolic event organized by World Wildlife Fund to raise awareness about climate change issues and to encourage businesses, individuals and government to take actions to reduce carbon emissions in their daily lives and operations; and

WHEREAS, All citizens, businesses, government agencies, and establishments can participate in this event by turning off all non-essential lighting for one hour beginning at 8:30 p.m. on Saturday, March 31, 2012 and by committing to take actions in the coming year to reduce conserve energy; and,

WHEREAS, the City of Westminster will turn off the clock tower, for the hour between 8:30 and 9:30 PM on Saturday, March 31, 2012 to conserve energy and raise awareness about global climate change as part of the city-wide energy conservation event.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim Saturday, March 31, 2012, 8:30 p.m. to 9:30 p.m. as

EARTH HOUR

and encourage all Westminster citizens and businesses to turn off all non-essential lighting during this time, and to commit to taking steps to conserve energy on a daily basis.

Signed this 13th day of February 2012.

Nancy McNally, Mayor



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Presentation of the National Recreation and Park Association
2011 Dorothy Mullen Arts and Humanities Award

Prepared By: Karen Layfield and Laura Magnetti, Management Assistants

Recommended City Council Action

Mayor McNally and Laurie Brandt to accept the 2011 Dorothy Mullen Arts and Humanities Award for the South Westminster Arts Group from Lori Daniel, the Manager of Recreation Services for the City of Aurora and a local representative and past president for the National Recreation and Park Association.

Summary Statement

- The National Recreation and Park Association (NRPA) Dorothy Mullen Award for the South Westminster Arts Group was presented to the City of Westminster at the NRPA Fall Conference on November 2, 2011.
- The award honors the most innovative and effective arts and humanities programs across the nation and recognition is given to the agencies that provide them.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The National Recreation and Parks Association annually honors the most innovative and effective arts and humanities programs across the nation through the Dorothy Mullen Arts and Humanities Award. The South Westminster Arts Group was selected based upon a narrative description addressing the following criteria: budget; grant funding used; economy stimulation; volunteers, staff and participation; variety of offerings; population served; community needs met; partnerships and cooperation; and ability to expand interest in arts and humanities. This is the third time that the City of Westminster has received this prestigious award.

In 2007, the City sponsored the formation of the South Westminster Arts Group (SWAG). The goal of the group was to drive the City's arts initiatives in South Westminster and undertake responsibility for leading the City's cultural initiatives. Since 2007, four sound studios, two entertainment venues (Westminster Grange Hall and the 73rd Avenue Theatre), four galleries, and five individual artists have located in this area. In addition, the North Metro Art Alliance, South Westminster Arts Group, the 73rd Avenue Theatre Company and the Paletteers maintain office space within a ten-block radius.

SWAG provides class programming and studio space in the Rodeo Market Community Arts Center. They operate the volunteer-based Rodeo Market Gallery, staffing the gallery's gift shop and presenting exhibits every four to six weeks. They plan and execute events and festivals, offer free lectures and films, coordinate weekend Art Walks, sponsor free children's art classes and activities, and provide affordable space for masters' degree students' thesis projects. SWAG works in collaboration with area businesses and arts organizations orchestrating the 73rd Avenue Art-on-Loan program and provides outreach to local schools, city events, and Westminster Historical Society events.

This project supports the City's Strategic Plan Goals of "Strong, Balanced Local Economy" and "Vibrant Neighborhoods In One Livable Community."

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Purchase of Patrol Vehicles from State Bid

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Based on the results of the State of Colorado bid, award the bid for three Police Department patrol vehicles to Lakewood Fordland and Mike Shaw Chevrolet in the amount of \$114,873.

Summary Statement

Three Police Department patrol vehicles were previously approved and are within the amount authorized by City Council in the 2012 Public Safety Tax General Capital Outlay Replacement Fund budget. Key information on these purchases is outlined below:

- Traditionally, the Police Department has used the Ford Crown Victoria as its model patrol vehicle. In 2011, this vehicle was discontinued from production.
- Prior to completely losing availability, in 2011, Staff acquired eight of twelve Ford Crown Victoria patrol vehicles approved for purchase in 2012.
- The remaining four 2012 approved patrol vehicles are being purchased at a substantially higher cost than previous Crown Victoria models. Also, prisoner cages and other emergency accessories are no longer transferable to the new vehicles from the “old” Ford Crown Victorias.
- As a result of these cost increases, Staff is recommending the purchase of three, instead of four, patrol vehicles in 2012, to offset the increased cost for the new model patrol vehicles.
- City Council is requested to award the bid for three police patrol vehicles, based on the State bid awards, to Lakewood Fordland (two vehicles) and Mike Shaw Chevrolet (one vehicle).
- City Council previously approved \$290,000 in the 2012 Public Safety Tax General Capital Outlay Replacement Fund (GCORF) budget, of which eight Crown Victoria’s have already been purchased.

Expenditure Required: \$114,873

Source of Funds: Public Safety Tax General Capital Outlay Replacement Fund

Policy Issue

Should the City proceed with the purchase of three Police Department patrol vehicles for 2012 using the State of Colorado Bid?

Alternatives

1. Reject the State of Colorado bids and instruct Staff to re-bid these patrol vehicles. This alternative is not recommended because the State bid reflects a lowered price based on the purchasing power of many political subdivisions in Colorado.
2. Do not purchase some or all of the proposed patrol vehicles in 2012. This alternative is not recommended because all of the vehicles being replaced have a maintenance history that makes it impractical to keep them in regular service.

Background Information

As part of the 2012 budget, City Council approved the purchase of twelve Police Department replacement patrol vehicles. The standard for Westminster Police, the Ford Crown Victoria, was discontinued from manufacturing in 2011. The last build date was August of 2011, making 2012 a transitional year in the American patrol car industry. Instead, Ford will be introducing a new Interceptor, based on a Taurus chassis, and General Motors has introduced a new Caprice based on the Australian-built chassis.

Fleet Maintenance pre-ordered eight of the twelve vehicles budgeted for 2012 in 2011, before the Ford Crown Victoria manufacturing cut-off date of March 1, 2011. The remaining four vehicles budgeted in 2012 will be reduced to three vehicles to accommodate increased costs. Cost increases include not only vehicle purchase price, but also prisoner cages and other emergency accessories that can no longer be transferred from the “old” Ford Crown Victorias to the new model vehicles.

The remaining three 2012 marked patrol vehicles will be purchased as follows: one Caprice from Mike Shaw Chevrolet and two Interceptors from Lakewood Fordland. As the Ford Crown Victoria is phased out, Staff plans to track operating costs of the three different patrol vehicle models and use the information gathered to determine the best patrol vehicle model for the future. The actual patrol units to be replaced by this purchase, as outlined below, will be determined based on criteria that takes into account patrol vehicle age, maintenance costs, utilization and cost per mile to operate. Replaced patrol units are sent to auction; none are kept in the fleet in other capacities to maintain the 52 marked patrol units fleet.

	Engine	Drive	Color	Up-Fit	Total Cost
Ford Interceptor	Eco-Boost V-6	All-Wheel	Black & White Vinyl	Readyline Patrol Package	\$40,802
Ford Interceptor	3.5 V-6	Front-Wheel	Black & White Vinyl	Readyline Patrol Package	\$37,167
Chevrolet Caprice	6.0 V-8	Rear-Wheel	Solid Color TBD	Readyline Undercover Patrol Package	\$36,904

This recommended purchase meets Council’s Strategic Plan goals of Financially Sustainable City Government and Safe and Secure Community by ensuring Police vehicles are dependable, maintained cost effectively and purchased at the lowest price possible.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Purchase of Five Prius Hybrids from State Bid

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Based on the results of the State of Colorado light duty vehicle bid, award the bid for five Toyota Prius hybrids, totaling \$123,845, to Go Toyota Scion.

Summary Statement

- City Council action is requested to award the bid for five light duty vehicles based on the State of Colorado bid. These vehicles are within the amount authorized by City Council in the approved 2011 and 2012 Capital Outlay Replacement Fund budgets as outlined below:
 - General Capital Outlay Replacement Fund
 - Two Prius hybrids for the Department of Community Development in 2012
 - One Prius hybrid for the Department of General Services in 2011 and one Prius hybrid in 2012
 - Public Safety Tax General Capital Outlay Replacement Fund
 - One Prius hybrid for the Police Department in 2012

- The City saves considerable dollars by purchasing vehicles through the State of Colorado vehicle bid process when possible.

Expenditure Required: \$123,845

Source of Funds:	\$ 99,076	General Capital Outlay Replacement Fund
	\$ 24,769	Public Safety Tax General Capital Outlay Replacement Fund

Policy Issue

Should City Council approve the use of the State of Colorado bid for the purchase of replacement light duty vehicles outlined in this agenda memorandum?

Alternatives

1. Reject the State of Colorado bid and instruct Staff to re-bid these replacement vehicles. This alternative is not recommended because the State bid reflects a lowered price based on the purchasing power of many political subdivisions in Colorado.
2. Do not purchase some or all of the proposed replacement vehicles. This alternative is not recommended because all of the vehicles being replaced have a maintenance history that make it impractical to keep them in regular service.

Background Information

As part of the 2011 General Capital Outlay Replacement Fund budget, City Council approved the replacement of a vehicle in the Department of General Services that would have resulted in the purchase of one Prius hybrid. Due to the devastation caused by the 2011 Tsunami, many Japanese manufacturing plants were damaged and Toyota was unable to fill Westminster’s Prius order. Now able to fill this order, the 2011 replacement has been added to the 2012 recommended purchase for Prius hybrids. All approved replacement vehicles identified in the table below have reached a point where it is no longer economically reasonable to maintain them in service. Please note, the life-to-date vehicle maintenance costs in the table do not include accident repairs or fuel cost.

CITY DEPARTMENT	REPLACEMENT VEHICLE	LIFE-TO-DATE VEHICLE MAINTENANCE COST	NEW VEHICLE MAKE/MODEL	NEW VEHICLE PRICE	STATE BIDDER AWARDED
General Capital Outlay Replacement Fund					
Community Development Planning Division	Unit #: 2103 Year 2000 Chevrolet Malibu 55,861 miles	\$9,248	Toyota Prius Hybrid	\$24,769	Go Toyota Scion
Community Development Building Division	Unit #: 2331 Year 1996 Chevrolet Corsica 46,824 miles	\$10,267	Toyota Prius Hybrid	\$24,769	Go Toyota Scion
General Services Building Operations & Maintenance Division	Unit #: 1179 Year 2001 Chevrolet S-10 4X4 Pickup 98,855 miles	\$9,501	Toyota Prius Hybrid	\$24,769	Go Toyota Scion
General Services City Clerk’s Office	Unit #: 1003 Year: 1997 Chevrolet Malibu 89,652 miles	\$9,524	Toyota Prius Hybrid	\$24,769	Go Toyota Scion
Public Safety Tax General Capital Outlay Replacement Fund					
Police Department Specialized Services Division	Unit #: 8125 Year 2001 Chevrolet Malibu 102,011 miles	\$10,891	Toyota Prius Hybrid	\$24,769	Go Toyota Scion

SUBJECT: Purchase of Five Prius Hybrids from State Bid

Page 3

The replacement of these vehicles supports City Council's Strategic Plan goals of a Financially Sustainable City Government Providing Exceptional Services and Safe and Secure Community by ensuring emergency and non-emergency fleet vehicles are dependable, maintained cost effectively and purchased at the lowest price available. It also supports City Council's Strategic Plan goal of a Beautiful and Environmentally Sensitive City through the energy efficient use of gasoline with a hybrid vehicle.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Purchase of Replacement Patrol Boat for Standley Lake Regional Park

Prepared By: Mark Reddinger, Lake Operations Coordinator

Recommended City Council Action

Upon recommendation of the City Manager, City Council finds that the public interest will best be served by authorizing the City Manager to sign a contract with the sole source provider, Great Lakes Marine, in the negotiated amount of \$73,500, for the purchase of a Montauk Boston Whaler replacement patrol boat for Standley Lake Regional Park.

Summary Statement:

- The Department of Parks, Recreation and Libraries wishes to purchase a replacement patrol boat for use at Standley Lake Regional Park.
- Standley Lake is currently using a 19-ft, 150 hp, 2004 Triton boat for patrol of the park and recommends replacing it with a 2012, 19 ft, 150 hp, Montauk Boston Whaler. The Triton's existing Mercury Optimax 150 hp motor has approximately 1,700 hours of use and has recurring maintenance issues. The Triton patrol boat does not have the proper safety features for water rescues.
- The park also has a 1996 Boston Whaler that is used as a back-up patrol boat and for maintenance operations. This boat will remain in operation.
- Staff recommends replacing the Triton patrol boat due to its limited performance abilities and lack of safety features. It does not have the same safety features or rescue side door as the existing 1996 Boston Whaler or the new 2012 model. These features are critical during patrol and rescue operations. The Triton also does not handle as well in rough weather compared to the Boston Whaler and does not have an unsinkable hull like the Boston Whaler.
- Great Lakes Marine is a sole source provider as it is the only dealer for Boston Whaler in the Western United States and also provides all Government contracts to Colorado State Parks and Wildlife and several other agencies that patrol with Boston Whaler patrol boats. Staff has confirmed that the City is receiving State of Colorado pricing for this boat purchase.

Expenditure Required: \$73,500

Source of Funds: General Capital Improvement Fund - Standley Lake Project

Policy Issue

Should the City of Westminster proceed with the purchase of a replacement patrol boat for Standley Lake Regional Park or make do with the current patrol boat?

Alternative

Council could choose not to authorize the purchase of a replacement patrol boat. Staff does not recommend this as an alternative since the replacement patrol boat would provide increased safety for the Staff and park visitors during patrol and rescue operations at Standley Lake.

Background Information

Standley Lake Staff provides safety patrol and rescue operations for Standley Lake Regional Park. In 2004, Staff purchased a 19-foot Triton patrol boat. At that time, it was decided that the existing patrol boat, a 1996 Boston Whaler, would be kept as a backup boat. The Triton patrol boat was purchased instead of a new Boston Whaler because funds were limited at the time and the Triton was less expensive than a new Boston Whaler. Staff had also decided at that time that two patrol boats were needed to provide adequate patrol coverage and lake maintenance, seven days per week, prior to, during, and after the boating season.

Staff recommends replacing the Triton patrol boat due to performance limitations due to it requiring recurring motor repairs and since it does not have, and cannot be retrofitted with, the same safety features or rescue side door as the Boston Whaler, a feature that is critical during a water rescue. It also does not handle as well in rough weather compared to the Boston Whaler. Standley Lake is known for high winds/waves. Staff recommends keeping the 1996 Boston Whaler over the 2004 Triton because of its current condition and effectiveness. After several years of usage, Staff knows Boston Whaler boats are built for everyday heavy usage and will outlast and outperform the Triton.

During the last two summers Staff participated in water rescue training with the Westminster Fire Department. After participating in rescue scenarios, it became very apparent that it was almost impossible to pull victims from the water safely without a rescue side door, which the Triton does not have. The Boston Whaler with its integral designed rescue door, handling capabilities and unsinkable hull design support the reason why it is the preferred patrol boat for most state, county and federal agencies that provide water rescue operations. Boston Whalers are used exclusively for patrol and rescue operations by Colorado State Parks and Wildlife, Boulder Reservoir, Aurora Reservoir, Summit County Sheriff Department and the US Forrest Service at Grand Lake and Lake Granby.

The purchase of this replacement patrol boat supports the City's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Safe and Secure Community."

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: 2012 Water Treatment Chemicals Purchase

Prepared By: Phil Jones, Utilities Operations Manager
Tom Settle, Water Treatment Superintendent
Tim Woodard, Wastewater Treatment Superintendent

Recommended City Council Action

Award the bids for the purchase of Ferric Chloride to PVS Technologies, Lime to Mississippi Lime Company, Sodium Hypochlorite to DPC Industries and Polymer to Polydyne Inc. Authorize total purchases on an as-needed basis of \$693,760, plus a 10% contingency of \$69,376 for a total expenditure not to exceed \$763,136.

Summary Statement

- Adequate funds for the purchase of water treatment chemicals were included in the approved 2012 Utilities Operations Division Budget.
- Four chemicals will be purchased in large quantities in 2012. They are Ferric Chloride, Lime, Sodium Hypochlorite, and polymer.
- The unit prices indicated on the bid tabulation for the four chemicals are for purchases on an as-needed basis.
- In January 2009, the Multiple Assembly of Procurement Officials (MAPO) issued a bid for water treatment chemicals. Pricing was updated in December 2011. This pricing is being recommended for the purchase of Ferric Chloride, Lime, Sodium Hypochlorite and Polymer.

Expenditure Required: Not to exceed \$763,136

Source of Funds: Utility Fund – Utilities Operations Division Budgets

Policy Issue

Should the City accept the MAPO bids for water treatment chemicals?

Alternative

Council could choose to reject the MAPO bids and re-bid the chemicals. This is not recommended as the bids received through MAPO are valid bids that the City would most likely not be able to improve upon.

Background Information

As part of the 2012 Budget, City Council approved the purchase of treatment chemicals for the City’s water and wastewater treatment facilities. Information regarding each chemical and its approximate annual usage and bid price for 2012 follows:

CHEMICAL	APPROXIMATE QUANTITY	PRICE	EXTENDED PRICE	VENDOR
Ferric Chloride	500 Tons	\$648.00 Ton	\$324,000	PVS Technologies
Lime	400 Tons	\$233.15 Ton	\$93,260	Mississippi Lime
10-12.5% Sodium Hypochlorite	175,000 Gallons	\$1.28 Gallon	\$224,000	DPC Industries
Polymer	15 Tons	\$3,500 Ton	\$52,500	Polydyne, Inc.
		Total	\$693,760	

Ferric Chloride is used for coagulation/clarification in the treatment process at the Semper Water Treatment Facility. Lime is used for control of the pH and alkalinity of the water to minimize corrosion of distribution system pipes and home plumbing. Sodium Hypochlorite is used for disinfection in all of the treatment facilities. Polymer is utilized in processing biosolids at the wastewater treatment facility. The usage numbers for all the chemicals are approximate since this is for the whole year, and factors such as weather and water demand are unpredictable. The estimated figures are based on 2011 actual usage.

This chemical bid was put out on behalf of MAPO, a cooperative of state, municipal, county, special district, school district and other local government agencies. This is a competitive bid and offers greater volume and lower prices to the City than the City can obtain on its own. Westminster City Code 15-1-4-A1 specifically states that this is an acceptable form of purchasing for the City.

Forty-eight chemicals were put out on the MAPO bid. Ten water chemical vendors responded to the bid notification. They were Dimmit Sulfur Products LTD, DPC Industries, Inc., General Chemical, Industrial Chemical Corp., Peak Polymer Performance, Inc., Polydyne Inc., Prominent Systems Inc., PVS Technologies, Inc., SNR Enterprises, and Thatcher Company.

There was only a single bid for Lime in the original January 2009 MAPO bid. The vendor was contacted to ascertain the source of the chemical and confirm quality specifications. The Lime to be supplied under the bid will contain an unacceptable level of sand-type inert material that provides no benefit in the treatment process and will foul the chemical feed equipment. The City of Westminster sought additional bids for material meeting the specifications in January 2009. Mississippi Lime provided the sole bid meeting the material requirements. The pricing for this material was updated in December 2011.

The low bids for the four primary chemicals, Ferric Chloride to PVS Technologies in the annual approximate amount of \$324,000, Lime to Mississippi Lime Company in the annual approximate amount of \$93,260, Sodium Hypochlorite to DPC Industries in the annual approximate amount of \$224,000 and polymer to Polydyne, Inc. in the annual approximate amount of \$52,500 meets all specifications and requirements set by the City.

The annual estimated cost of the chemicals is within the amount previously approved by City Council for this expense. In addition to the chemicals included within this agenda memorandum, a variety of other chemicals are utilized by the treatment facilities during the year that are purchased in smaller quantities and below the \$50,000 bid approval threshold. All of these chemical purchases contribute to the total annual chemical expenditures authorized in the Utilities Division operating budget.

This project meets Council's Strategic Plan goals of Safe and Secure Community, Financially Sustainable City Government, and Beautiful and Environmentally Sensitive City by keeping the City's water supply clean and safe and improving the service level of the treatment plants at the best possible price.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: 2012 Wastewater Collection System Maintenance Program

Prepared By: Phil Jones, Utilities Operations Manager
Robert L. Booze, Distribution & Collection Superintendent

Recommended City Council Action

Authorize the City Manager to execute a contract for 2012, with options for two additional one-year renewals (2013 and 2014), for the Wastewater Collection System Maintenance Program with the low bidder Guildner Pipeline Maintenance in the amount of \$431,200, and authorize a 10 percent contingency of \$43,120 for a total budget of \$474,320.

Summary Statement

- Adequate funding for the wastewater collection system maintenance contract has been approved and included in the 2012 Utilities Division Operating.
- On January 19, 2012, a formal bid opening was held at City Hall with three contractors submitting bids on the annual wastewater collection system maintenance contract. Bids were received from Guildner Pipeline Maintenance, TES, and Quality Pipe Services. Guildner Pipeline Maintenance was determined to be the low bidder for this maintenance contract.

Expenditure Required: \$ 474,320

Source of Funds: Utility Fund - Utilities Division Operating Budget

Policy Issue

Should the City enter into a contract with Guildner Pipeline Maintenance for the wastewater collection system maintenance contract to be completed throughout 2012?

Alternative

Prepare bid documents and project specifications and re-advertise the 2012 maintenance contract for additional bid submittals, or select the second low bidder. These alternatives are not recommended as the bid from Guildner Pipeline Maintenance is a competitive bid that meets all of the City’s specifications.

Background Information

Over the past thirteen years the Utilities Division has utilized an outside maintenance contractor to perform the wastewater collection system maintenance program on an annual basis. One-fourth of the City is scheduled to be cleaned each year, along with selected “hotspots,” where more frequent maintenance is required. During this time period Utilities Division Staff has competitively bid this project at various times to ensure the most efficient and effective means of completing the yearly wastewater maintenance program.

The City received very cost effective bids for the 2012 maintenance program. The three bids received were from:

Guildner Pipeline	\$431,200
TES	\$445,220
Quality Pipe Service	\$565,740

The contract sum for renewal periods 2013 and 2014 shall be negotiated and agreed upon by both parties. Any adjustments shall not exceed the annual percent of the change of the Denver-Boulder Consumer Price Index (CPI) for all urban consumers.

The area of scheduled maintenance to be completed in 2012 is the southern portion of the City in the Little Dry Creek basin area. The contract includes 580,000 feet of sanitary sewer line high-pressure cleaning and television inspection, grease trap and interceptor inspections, new subdivision sewer line inspection and customer service inspections. This area is approximately one-fourth of the total pipeline footage in the four wastewater collection system maintenance areas that encompass the entire City. As part of the 2013-2014 budget process, Staff will be evaluating various alternatives to the current maintenance program to determine the most efficient and effective practice for wastewater collection system maintenance.

This annual wastewater system maintenance contract helps to achieve the City Council’s Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services, Safe and Secure Community, and Vibrant Neighborhoods in One Livable Community” by meeting the objectives of: invest in well-maintained and sustainable City infrastructure and facilities; citizens are safe anywhere in the City; and maintain and improve neighborhood infrastructure and housing.

Respectfully submitted,

J. Brent McFall
City Manager



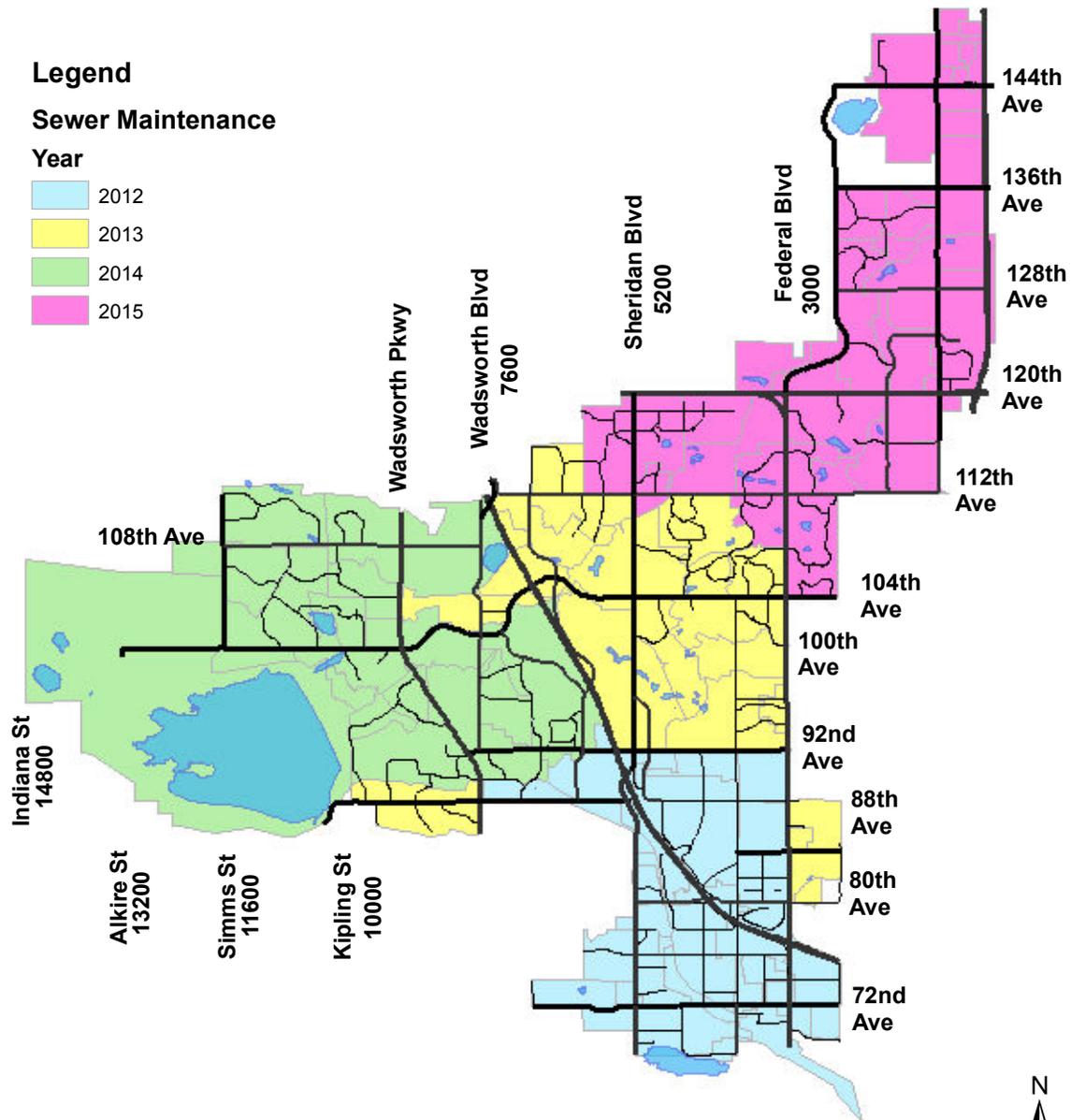
Westminster Wastewater Collection System Maintenance 2012-2015

Legend

Sewer Maintenance

Year

- 2012
- 2013
- 2014
- 2015





Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: 2012 Dell Server and Computer Replacement Purchases

Prepared By: David Puntenney, Information Technology Director
Scott Rope, Information Systems Manager

Recommended City Council Action

Find that the Western States Contracting Alliance pricing meets City Charter bidding requirements and authorize Staff to proceed with 2012 calendar year purchases of desktop PCs, laptop PCs, storage hardware, computer servers, printers and software through Dell Computer Corporation in an amount not to exceed \$262,400.

Summary Statement

- The City uses 43 physical and 80 virtual computer servers to support software applications and provide services for all departments.
- Servers, desktop computers and laptop computers are replaced on a four-year replacement schedule in order to provide a high level of reliability, availability and performance.
- Maintenance contracts for computer servers more than four years old are expensive.
- City Council authorized adequate funds in the 2012 Utility Fund, Information Technology Department operating budget, to purchase replacement servers and software.
- City Council authorized adequate funds in the appropriate 2012 Utility Fund and General Fund department's operating budgets for the purchase of departmental PCs.
- The City purchases hardware through Dell Computer below the Western States Contracting Alliance (WSCA) contract prices, therefore meeting the City Charter bidding requirements. The prices under this joint purchasing contract are well below what the City could achieve purchasing on its own.
- The City is scheduled to replace 178 PCs that will reach five years of age in 2012.
- The City is scheduled to replace two laptops that will reach four years of age in 2012.
- The City is scheduled to replace four servers in 2012.
- The City is scheduled to add additional storage capacity in 2012.
- Technology purchases and services including software maintenance, disk storage, monitors, RAM and related supplies are also purchased through Dell at or below the Western States Contracting Alliance (WSCA) contract prices, and are included in the total projected 2012 amount.
- Decommissioned desktop and laptop computers are donated to the 7:10 Rotary Club for the Computers for Kids program.
- Decommissioned computer servers are frequently relocated to the City's computer disaster recovery facility to serve as short-term recovery computers in the event of a disaster at the primary computer facility located at City Hall.

Expenditure Required: \$262,400

Source of Funds: General and Utility Fund Departmental Operating Accounts and Utility Fund, Information Technology Department Operating Budget

Policy Issue

Should the City continue to replace aged computer servers, desktop computers, laptop computers and peripheral equipment and software to ensure high availability, performance and capacity to support software applications and users?

Alternative

Forgo the 2012 replacement of computer hardware, software and servers. This alternative is not recommended for the following reasons:

- Continued maintenance on older servers is expensive. The City purchases new servers that include a four-year maintenance agreement.
- Application software upgrades frequently require more processing speed and memory. Attempting to upgrade older servers to meet the demands of new applications is many times impossible, and not cost effective, especially when combined with the cost of maintaining older computer technology.
- The expected performance and reliability of servers more than four years old is unacceptable for the City's critical applications.
- Older desktop and laptop computers lack the processing power needed to adequately support newer applications.

Background Information

The City uses 1091 personal computers throughout all departments, representing an investment of approximately \$850,000. These computers provide access to essential software and services needed for City operations.

In 2001, the City established a PC replacement schedule of three years or four years, depending on the type of applications and performance requirements on each PC. In 2005, with the improved reliability and speed of new computers, Information Technology eliminated the three year replacement schedule, and moved all computers to a four year replacement cycle. In 2008, IT Staff evaluated the potential savings and risk associated with extending the desktop computer replacement schedule from four years to five years. Since 2008, staff has found the modified replacement schedule to be very successful, and has realized approximately \$132,000 (an average of \$33,000 per year) in savings. In 2012, the City will purchase up to 178 desktop PCs to replace desktop computers that have been in use for five years, and to replace those that may fail between their fourth and fifth year of use. Additionally, two laptops are scheduled for replacement in 2012.

In 2006, the Information Technology Department conducted a comprehensive study of "virtualization" technology to determine how such technology could improve computer server availability and reliability while reducing the total number of servers required. Virtualization is the process of configuring an individual server to function as multiple virtual servers, thereby allowing multiple applications to be run on the same server. The study concluded that virtualization would result in a long term cost benefit to the City by reducing the required number of servers. In 2007, Staff began the virtualization project, and has successfully eliminated 39 servers, reducing the total number of servers from 82 to 43. Without virtualization, the City would be replacing eight servers in 2012. Instead, only four servers require replacement in 2012. As a result of virtualization, the City has reduced the replacement budget and realized an average annual net savings of \$40,000 in server replacement costs.

The City's servers support applications such as Computer Aided Dispatch, Public Safety Records Management, Enterprise Resource Management, Court, Geographic Information Systems, Internet, Intranet, Utility Maintenance Management, Utility Billing, Office tools and many others. These servers are critical to departments to provide internal and external customer service and to conduct critical City operations. The City has established a four-year replacement for computer servers. Decommissioned servers are frequently relocated to the City's computer disaster recovery facility to provide short term, more limited use in the event of a disaster at City Hall that would restrict access to or availability of production servers. New servers include a four-year maintenance agreement, so the City does not incur additional hardware maintenance expense during the full production life of the servers.

The City has standardized on Dell computer systems, which have some of the highest customer satisfaction and quality ratings in the industry. The City is very pleased with the overall performance of Dell equipment and the support provided to the City.

City Council action on this item addresses the Strategic Planning Goal of a Financially Sustainable City Government Providing Exceptional Services by investing in the tools, training and technology to increase organizational productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: 2012 Avaya IP PBX Phone System Hardware Software Maintenance

Prepared By: David Puntenney, Information Technology Director
Dan Hord, Sr. Telecommunications Administrator

Recommended City Council Action

Find that the US General Services Administration pricing meets City Charter bidding requirements and authorize staff to proceed with 2012 calendar year purchases of phone system maintenance, procurement of additional hardware and professional services through Axess Communications in an amount not to exceed \$84,000.

Summary Statement

- The City uses 27 Avaya PBX phone switches to provide telephone services at City facilities.
- The City has standardized on the Avaya hardware and software platform.
- Axess Communications is the Value Added Reseller (VAR) for Avaya equipment and services.
- The City purchases Avaya hardware and software through Axess Communications at or below the US General Services Administration (GSA) contract prices, therefore meeting the City Charter bidding requirements. The prices under this GSA contract are well below what the City could achieve purchasing on its own.
- Selection of Avaya hardware and software supports a major Westminster business and employer.
- Adequate funds were budgeted and are available for this expense.
- Maintenance coverage includes hardware troubleshooting, replacement parts and software updates to provide new features and security updates for the City's 27 Avaya PBX phone switches.

Expenditure Required: Not to exceed \$84,000

Source of Funds: Information Technology Department Operating Budget

Policy Issue

Should the City proceed with hardware and software maintenance to ensure high availability, reliability, performance and capacity to support end users?

Alternative

Forgo the 2012 hardware and software maintenance. This alternative is not recommended for the following reasons:

1. Supporting and troubleshooting phone system issues is difficult when software is not current and when there is inconsistency between versions on various switches..
2. Phone system repairs can be costly when hardware failures occur.
3. Failure to keep software up to date exposes the City to potential security vulnerabilities.
4. The amount of time required to recover from a phone system failure would be extended as the City would no longer benefit from 24/7 vendor support.

Background Information

The City's telephone systems are used within every department, division and facility within the City. These systems are critical to departments in order to provide internal and external customer service and to conduct critical City operations. The City uses over 1,200 telephone extensions across 32 facilities and 27 PBX switches.

Beginning in 2006, the City standardized on Avaya VoIP systems for all new PBX installations. Avaya has some of the highest customer satisfaction and quality ratings in the industry. The City is very pleased with the overall performance of the Avaya systems and the support provided to the City. Avaya is also a Westminster business and has worked hard to establish and maintain a good working relationship with the City over the past three years. Avaya (along with Axess) have worked diligently to ensure the City's telephone needs are addressed using the most appropriate and cost effective solution.

For customers and agencies the size of the City of Westminster, Avaya uses Value Added Resellers (VAR's) as a distributor for their products and services. The City uses Axess Communications to purchase all Avaya products and uses support engineers from both Axess and Avaya for support on product decisions and designs. Axess has been in business for more than 20 years, and has been a strategic partner in helping the City to plan, install and support the new city-wide Avaya phone system over the past three years. Avaya also works with the City of Westminster and Axess to provide access to Avaya Technical Experts when needed.

City Council action on this item addresses the Strategic Planning Goal of a Financially Sustainable City Government Providing Exceptional Services by investing in the tools, training and technology to increase organizational productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Municipal Service Center Gas Recovery System Contract

Prepared By: Phil Jones, Utilities Operations Manager
Robert L. Booze, Distribution and Collection Superintendent

Recommended City Council Action

Based on the recommendation of the City Manager, the City Council finds that the public interest will be best served by authorizing the City Manager to execute a sole source contract with CH2M-Hill for consulting services and technical oversight of the gasoline recovery system in an amount not to exceed \$75,000.

Summary Statement

- In 1986, during a geotechnical evaluation of the Municipal Service Center site, evidence of an unleaded gasoline release was discovered at a pipe connection approximately 30 feet west of the main gasoline service island. Monitoring wells were installed to estimate the lateral extent of contamination, and an interceptor trench and two recovery wells were installed to being remediation.
- Various treatment methods have been employed during the mitigation efforts over the past two decades, and until recently, only a low level of remediation involving absorbent socks in test wells was needed, as there was very little gasoline product showing up in the test wells.
- CH2M-Hill started with the project in 1998 completing a peer review of the overall project and in 1999 providing the City with a Feasibility Study outlining potential impacts from various extraction alternatives at the site.
- The scope of work for 2012 will be similar to past years along with the investigation of the additional gasoline that has recently appeared in test wells. The scope will include: evaluating all of the sampling and monitoring data collected by the project contractor, compiling the data for quarterly and semi-annual reporting, and calculating the site natural attenuation conditions.
- Additional funding has been added to the contract to address the additional gasoline found in the test wells.

Expenditure Required: Not to exceed \$75,000

Source of Funds: Utility Fund – Wastewater Operating Budget

Policy Issue

Should the City proceed with a sole source contract for the Municipal Service Center (MSC) Gasoline Recovery System services with CH2M-Hill for 2012?

Alternative

Council could reject the sole source and direct staff to initiate a new bidding process for these services. This is not recommended as CH2M-Hill are experts in this narrow field and have over 12 years experience with the site, staff, and situation.

Background Information

During a geotechnical evaluation of the MSC site conducted in 1986, evidence of an unleaded gasoline release was discovered at a T-connection in the fiberglass fuel line approximately 30 feet west of the main gasoline service island. Monitoring wells were installed to estimate the lateral extent of contamination, and an interceptor trench and two recovery wells were installed to begin remediation of the site. At that time, recovered gasoline was captured and the untreated water discharged to the sanitary sewer system.

In 1991, site characterization activities were conducted and more monitoring wells were installed at the site. A new treatment system consisting of an oil/water separator tank and an air stripper was installed in 1993 along with additional monitoring wells. The system was refurbished in 1997 to bring the site into compliance with local codes and increase the treatment capacity. At this time, the system was modified to discharge to a storm sewer adjacent to the site. This was done to avoid accidental discharges of gasoline into the sanitary sewer system.

In October of 1997, City Council approved the Public Works and Utilities Staff's recommendation to accelerate the schedule for the recovery of gasoline at the MSC. As part of this accelerated schedule, a feasibility study was performed that evaluated potential options to accelerate remediation of the gasoline recovery operation. The most economic and fast paced remediation technology was determined to be dual phased soil vapor extraction.

In July 1999, the City hired CH2M-Hill, because of their expertise in the area of remedial technology, to perform a peer review of a feasibility study and determine whether that remediation technology would be successful based on site specific information. CH2M-Hill agreed dual-phase soil vapor extraction was a good technology and recommended that City staff commence work on accelerating the schedule for the recovery of gasoline. CH2M-Hill prepared a performance-based contract package that was released for bid on May 25, 2001. The dual-phase soil vapor extraction system was started on August 15, 2002. CH2M-Hill remained under contract to the City for project management technical assistance services.

The project team spent time evaluating the treatment process and prepared a recommendation to the State to terminate the extraction of underground water and enter into Monitored Natural Attenuation phase whereby natural bacteria in the ground work to destroy any residual product. State approved this recommendation and this remains the process today.

CH2M started with the project in 1998 completing a peer review of the overall project and in 1999 providing the City with a Feasibility Study determining the impact different extraction alternatives would have at the site. The Principal Technologist that has worked with the City since the beginning has a PHD in geology.

The scope of work for 2012 will be similar as in past years along with the investigation of the additional gasoline. The scope will include; evaluating all of the sampling and monitoring data collected by the project contractor, compiling the data for quarterly and semi-annual reporting, and calculating the site natural attenuation conditions. Data is organized and included in reports submitted to the State of Colorado's Department of Labor and Employment, Oil and Public Safety. The scope is being modified to include limited remedial investigation to address residual gasoline LNAPL (Light Non-Aqueous Phase Liquid) that has appeared on-site. Once the investigation is completed the findings will be evaluated and further recommendations will be considered.

This authorization for consulting and technical oversight meets Council's Strategic Plan goals of Safe and Secure Community and Financially Sustainable City Government by maintaining appropriate remediation efforts at the MSC site.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Open Space Purchase re 2.4-acre Holstein Property Located at 9849 Yarrow Court

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Authorize the purchase of the approximately 2.4-acre Holstein property located at 9849 Yarrow Court for open space for \$260,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The Holstein property is located at 9849 Yarrow Court just west of Wadsworth Boulevard and adjacent to the new bridge over the Big Dry Creek trail. Big Dry Creek runs through the middle of this property. This is one of the only areas in the City along Big Dry Creek between Standley Lake and I-25 that is not under City ownership.
- The property is currently in foreclosure and the bank was looking for offers to purchase the property. The bank gave interested parties one day to submit an offer. Staff sent in a letter of intent to purchase contingent upon City Council approval. However, this was not sufficient as the bank was looking for an actual offer and signed Contract. Another offer was submitted and is being considered at this time. If this offer is not accepted, staff wants to be in a position to make an actual offer if the opportunity arises again.
- The City appraised the property in 2007 to assist with the acquisition of a small portion of the Holstein property that was necessary to improve Wadsworth Boulevard and to construct the new bridge over Big Dry Creek. The overall property was valued at \$3.50 per square foot for a total value of \$365,904. Staff recommends making an offer of \$260,000 if the opportunity to submit an offer becomes available. Approximately \$91,000 is available to assist with this purchase from the Urban Drainage and Flood Control District (UDFCD).
- A portion of this property is on the City’s Open Space Wish List. Staff sent a message to the Open Space Advisory Board to see if there would be support for purchasing the entire property as purchasing a portion of the property is not an option. The Board felt that purchasing the entire property would be beneficial to the open space program especially considering the funds that are available from UDFCD that will help to offset impacts to the remaining Open Space Bond Funds.

Expenditure Required: \$260,000 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Bond Funds - \$260,000
\$91,000 to be reimbursed from UDFCD after closing

Policy Issue

Does City Council approve the use of the open space funds for the purchase of the 2.4-acre Holstein parcel located at 9849 Yarrow Court for open space?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because this is an excellent opportunity to purchase this property at this time and it is an important connection along Big Dry Creek for the City's open space program

Background Information

The Holstein property is a 2.4-acre property located at 9849 Yarrow Court just west of Wadsworth Boulevard in unincorporated Jefferson County. Big Dry Creek runs directly through this property. The area between the railroad tracks and Wadsworth Boulevard is the only part of Big Dry Creek from Standley Lake to I-25 that is not owned by the City. Purchasing this property for open space will put a portion of Big Dry Creek in City ownership and will create a wider more enjoyable open space area west of Wadsworth Boulevard. The City would remove the house that is currently located on the property and revegetate it with native grasses.

The property is going through the foreclosure process and City staff contacted the realtor who represents the family and the two banks who hold notes on the property to see if there was an opportunity to negotiate a purchase. The realtor contacted staff after an offer fell through on the property. Staff was given the opportunity to make an offer but only had one day to submit it. Staff submitted a letter of intent to purchase the property contingent upon Council approval. However, this was not sufficient so the realtor submitted another offer to the bank from the 23 other interested parties. There is a possibility that the offer will either not be accepted by the bank or the party making the offer will pull the offer. The other parties want to live in the house that is on the property. The house sits in the floodplain so there are issues with flooding and mold.

If the opportunity to submit an offer becomes available, staff would like to offer \$260,000. This number is based on conversations with the realtor about what the bank would accept. The City has an appraisal on this property from 2007 that values it at \$3.50 per square foot for a total of \$365,904. This is a high value for property in the floodplain but with the property located in unincorporated Jefferson County, building in the floodplain is not completely restricted. Approximately \$91,000 is available from the UDFCD to use towards this acquisition leaving \$169,000 to come from City Open Space Bond Funds. The City recently received a \$200,000 grant from Jefferson County to assist with the acquisition of the Bonnie Stewart property. This grant award will allow the City to use those funds towards the purchase of the Holstein property.

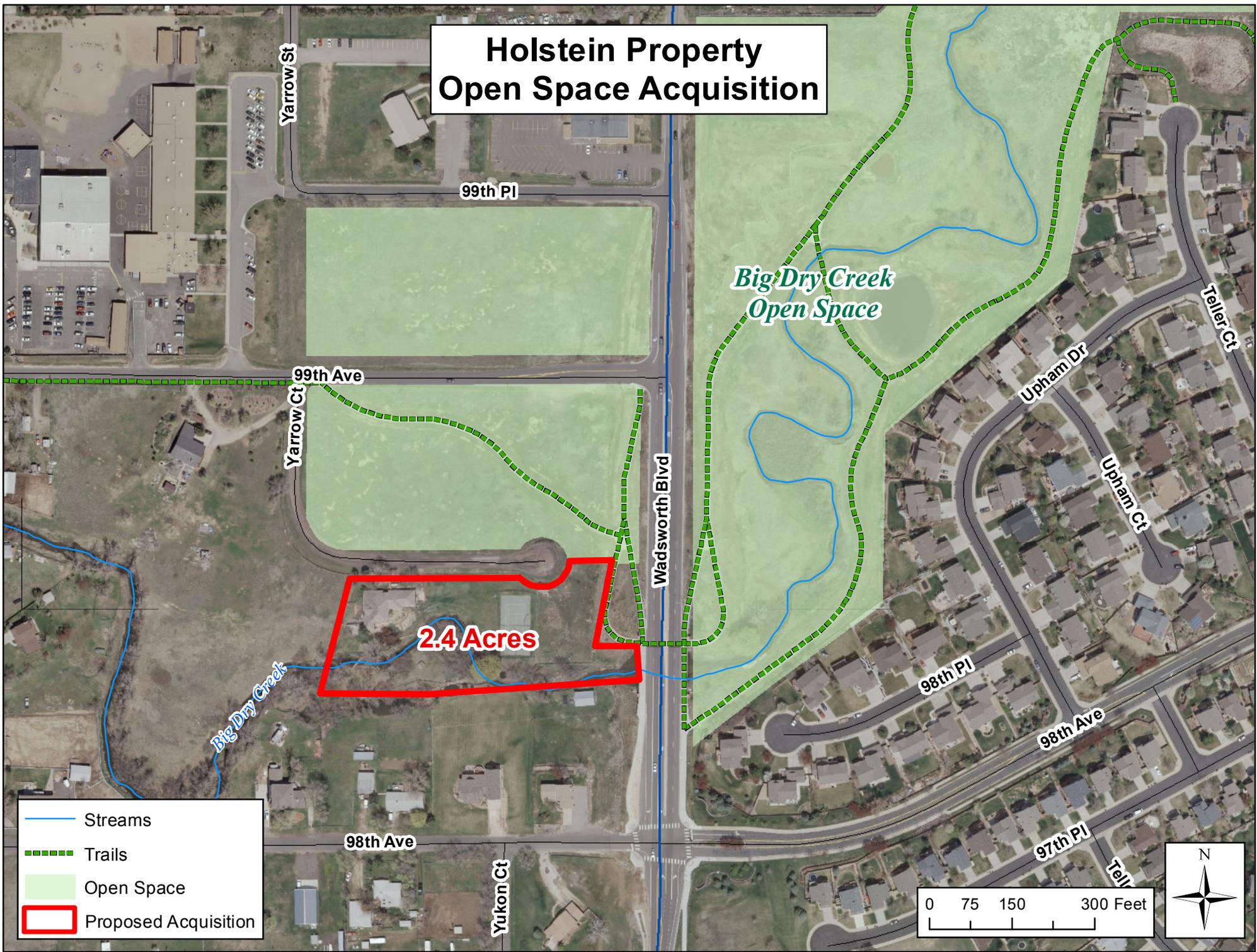
This acquisition supports the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Vicinity Map

Holstein Property Open Space Acquisition



- Streams
- Trails
- Open Space
- Proposed Acquisition

0 75 150 300 Feet



Agenda Item 8 J

Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Open Space Purchase re 31.87-acre Bonnie Stewart Property Located at 8390 West 108th Avenue

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Authorize the purchase of the approximately 31.87-acre Bonnie Stewart property located at 8390 West 108th Avenue for open space for \$836,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The entire property is 31.87 acres; however, approximately 2.61 acres will be donated to the City as right of way along 108th Avenue after the property is purchased per the Official Development Plan on the property. The City has been negotiating with the landowner to purchase the remainder of the site (29.26 acres) for \$836,000 which is \$.66 per square foot or \$28,570 per acre based on an appraisal ordered by the City which values the property (net of the 2.61 acres) at \$800,000.
- Staff has been awarded a grant from Jefferson County in the amount of \$200,000 or 24% of the purchase price. The City will use available Open Space Funds in the amount of \$836,000 to close on the property and will be reimbursed the \$200,000 by Jefferson County after the closing.
- This property is one of the few undeveloped parcels of this size remaining in the Jefferson County portion of Westminster. In addition to providing open space for the residents in this area, acquiring the parcel may also allow the City to look into the possibility of developing a portion of this property as a Community Park at some point in the future. It will provide a critical link for future trails that will serve passive recreational and commuting purposes.

Expenditure Required: \$836,000 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Bond Funds - \$836,000
\$200,000 grant from Jefferson County to be reimbursed after closing

Policy Issue

Does City Council approve the use of the open space funds for the purchase of the 31.87-acre parcel located at 8390 West 108th Avenue for open space?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because acquisition of this property is necessary to complete trail connections for the many residents who live in this part of Westminster. The City has also received a grant award from Jefferson County towards the purchase of this property.

Background Information

The Bonnie Stewart property is a 31.87-acre property located south of 108th Avenue and between Wadsworth Parkway and Wadsworth Boulevard in the City of Westminster. The property is surrounded by neighborhoods in unincorporated Jefferson County and is one of a few undeveloped parcels of this size remaining in the Jefferson County portion of Westminster. Acquisition of this property will help to provide trail connections to the residents of this area. The City has plans to extend a trail from City Park west under the Burlington Northern and Santa Fe Railroad/US 36 overpass, around the north side of Lower Church Lake, along 108th Avenue next to the Stewart property, across Green Knolls Park and the Rocky Mountain Metropolitan Airport property, to the Heritage Golf Course and the Westmoor Business Park area (see attached map). This trail would be a popular bicycle commuting route between the relocated Church Ranch Park-N-Ride/future commuter rail station and the Westmoor Business Park. With use of current City right of way, another trail could be constructed to connect Green Knolls Park to the future Walnut Creek Trail to the south through the Bonnie Stewart property.

The City hired an appraiser who valued the property at \$800,000. The appraiser did not take into account income from a cell tower lease that the landowner was negotiating. Staff asked the landowner to suspend negotiations with the cell phone company while the City was negotiating to purchase the property for open space as this type of use would harm the open space values. To get the landowner to agree to suspend the cell tower negotiations, City staff negotiated a value for the lease at \$36,000 and issued a Letter of Intent to purchase the property for \$836,000 based on the appraised value plus the value of the cell tower lease, contingent upon approval by Council.

Staff recently applied for a grant from Jefferson County to support this purchase. The JCOS grant program considers grant requests of 25% of the project cost. Staff submitted a grant request for 25% of the appraised value (\$800,000) or \$200,000 and received the grant award. This property is a Priority 1 acquisition for the City's Open Space Advisory Board. Acquisition of this property will provide much needed open space and park land to the residents while also providing the ability to connect to major trail corridors in this area of unincorporated Jefferson County and Westminster. The acquisition will also help to preserve the "rural feel" of this part of Westminster.

There are two houses that are located on the north portion of the property adjacent to 108th Avenue that are currently being leased out. During negotiations to purchase the property, the current owner asked the City to consider the possibility of continuing to lease the properties to the current tenants for up to two years. Staff recommends allowing the tenants to remain for up to two years but with the provision that they would leave earlier if the City decides to construct trails on the property within the two years in that portion of the property. Staff will bring the lease of the properties back to Council in a separate approval. Staff plans to demolish the structures after the lease period and revegetate that area of the property with native grasses.

SUBJECT: Open Space Purchase re Bonnie Stewart Property

Page 3

This acquisition supports the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

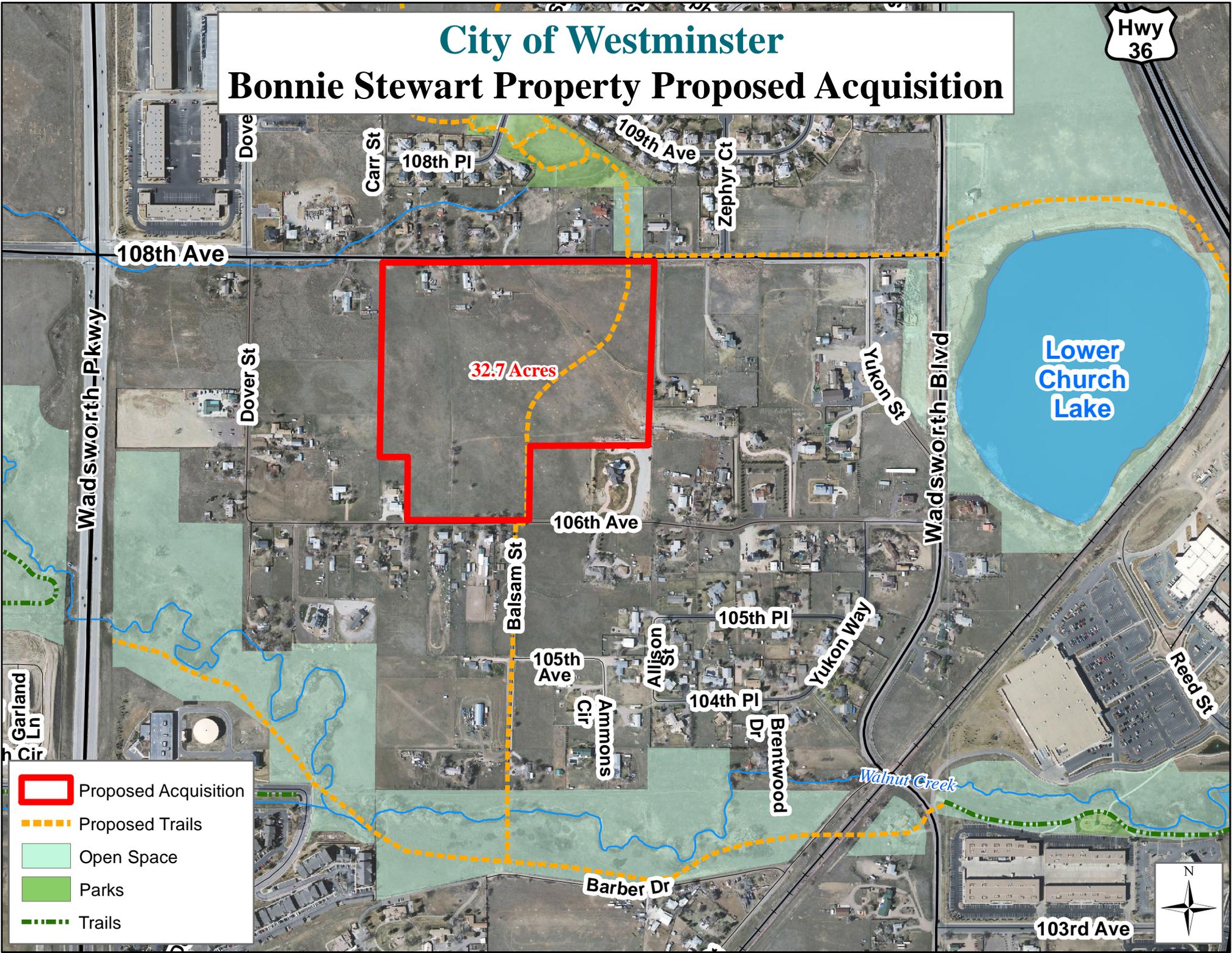
J. Brent McFall
City Manager

Attachment - Vicinity Map

City of Westminster

Bonnie Stewart Property Proposed Acquisition

Hwy 36



32.7 Acres

Lower Church Lake

- Proposed Acquisition
- Proposed Trails
- Open Space
- Parks
- Trails



103rd Ave



Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Second Reading of Councillor's Bill No. 2 re Zoning Amendment to PUD re Westminster Reformed Presbyterian Church Property

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

Pass Councillor's Bill No. 2 on second reading amending the zoning for the Westminster Reformed Presbyterian Church parcel from Open to Planned Unit Development. This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement

- The 4.59-acre parcel of land is located on the north side of 112th Avenue, between the Vrain Street and Stuart Street alignments.
- The church has agreed to sell approximately 2.24 acres (Outlot A), located on the northern part of Lot 1, to the City of Westminster for Open Space.
- The City will install a new open space fence to delineate the new property boundaries.
- No additional improvements to the church property are proposed at this time. The church site needs to be rezoned to Planned Unit Development (PUD) because, pursuant to Section 11-4-5 of the Westminster Municipal Code, the maximum lot coverage in an Open (O-1) zone district (building footprint as a percent of the overall site) is limited to 5 percent. The existing church is considered legal non-conforming (the lot coverage exceeds 5%), replatting the lot and selling off a portion will increase the nonconformity. To bring the lot into conformance, it needs to be rezoned to PUD, including a PDP and ODP.
- The current Comprehensive Land Use Plan (CLUP) designation is Public/Quasi Public.
- This Councillor's Bill was approved on first reading by City Council on January 23, 2012.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Ordinance
- Exhibit A - Legal Description
- Exhibit B - Zoning Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 2

SERIES OF 2012

INTRODUCED BY COUNCILLORS
Briggs - Atchison

**A BILL
FOR AN ORDINANCE AMENDING THE ZONING OF
THE WESTMINSTER REFORMED PRESBYTERIAN CHURCH PROPERTY, A 4.59-ACRE
PARCEL LOCATED AT 4455 W. 112TH AVE, WESTMINSTER, ADAMS COUNTY,
COLORADO, FROM CITY OF WESTMINSTER O-1 (OPEN) TO CITY OF WESTMINSTER
PUD (PLANNED UNIT DEVELOPMENT)**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for rezoning of the property located at 4455 W. 112th Ave, as described in attached Exhibit A, incorporated herein by reference, from the City of Westminister O-1 zone to the PUD zone has been submitted to the City for its approval pursuant to W.M.C §11-5-2.
- b. That the notice requirements of W.M.C. §11-5-13 have been met.
- c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on January 10, 2012, and has recommended approval of the requested amendment.
- d. 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 and has considered the criteria in W.M.C. §11-5-14.
- e. That, based on the evidence produced at the public hearing, a rezoning to the proposed PUD zoning complies with all requirements of the Westminister Municipal Code, including, but not limited to, the provisions of W.M.C. §11-5-14 regarding standards for approval of planned unit developments and W.M.C. §11-4-3, requiring compliance with the Comprehensive Land Use Plan.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described in Exhibit A, attached hereto and incorporated herein by reference, from the City of Westminister O-1 zoning district to the PUD zoning district, as depicted on Exhibit B, attached hereto.

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 23rd day of January, 2012.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of February, 2012.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

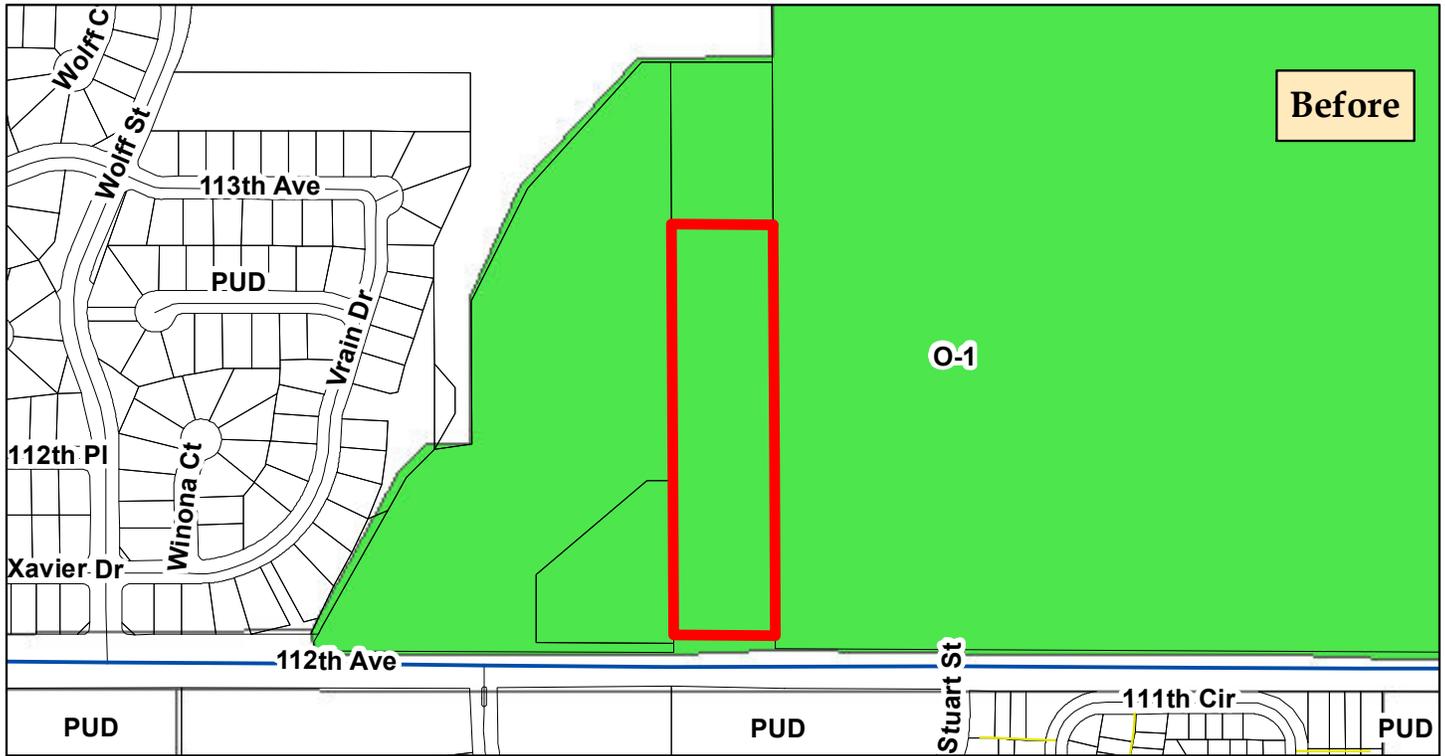
City Clerk

City Attorney's Office

Exhibit A
Legal Description
4455 W. 112th Ave.
Westminster Reformed Presbyterian Church

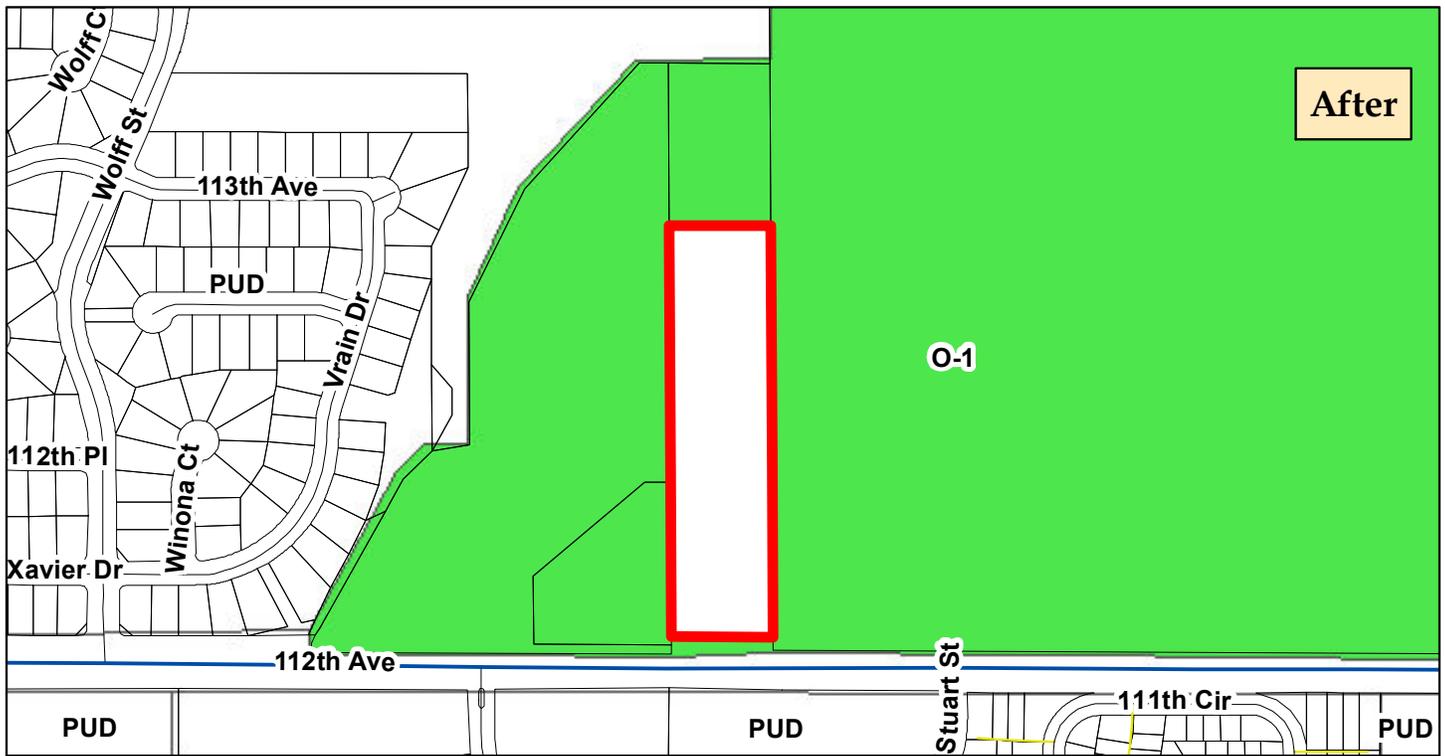
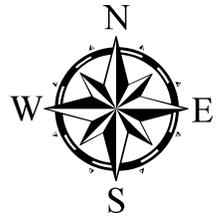
Westminster Reformed Presbyterian Church Subdivision, Lot 1, City of Westminster, County of Adams, State of Colorado, Plat-File No. 17, Map No. 963, Reception No. CO467418, containing 4.59 acres, more or less.

Westminster Reformed Presbyterian Church: Zoning Change from O-1 to PUD



Zoning Categories

■ B-1	■ M-1	■ PUD	■ R-1	■ R-4	■ R-A	■ T-1
■ C-1	■ O-1	■ R-3	■ R-2	■ R-5	■ R-E	





Agenda Item 8 L

Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Second Reading of Councillor's Bill No. 3 re Four Leases for the Strasburg Natural Resource Farm

Prepared By: David Meyer, Water Quality Specialist
Mary Fabisiak, Water Quality Administrator
Mike Happe, Utilities Planning & Engineering Manager

Recommended City Council Action

Pass Councillor's Bill No. 3 on second reading authorizing the City Manager to sign four lease agreements for two homes, one trailer pad and one agricultural lease at the City's Strasburg Natural Resource Farm.

Summary Statement

- This Councillor's Bill was approved on first reading on January 23, 2012.
- The City of Westminster owns approximately 3,000 acres of farmland that is used for biosolids application.
- The four leases being considered involve three different tenants and generate a total income of \$37,986 per year.
- Lease agreements are used to define the responsibilities of each party, to protect the interests of the City, to maintain improvements on the property and to ensure the long-term usefulness of the land for biosolids application.
- Lease amounts were determined by taking a market survey of similar residential and agricultural leases in the area.
- Leasing of property by the City must be ratified by ordinance under section 13.4 of the City's Charter.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Ordinance with Exhibits A, B, C and D

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **3**

SERIES OF 2012

INTRODUCED BY COUNCILLORS
Atchison - Major

A BILL

**FOR AN ORDINANCE APPROVING FOUR LEASE AGREEMENTS FOR CITY-OWNED
PROPERTY KNOWN AS THE STRASBURG NATURAL RESOURCE FARM**

WHEREAS, the City owns property in central Adams County that it purchased for the purpose of applying biosolids; and

WHEREAS, it is in the City's best interest to maximize the income generated from such operation by collecting rental income from use of the land and improvements thereon; and

WHEREAS, the final terms of the lease agreements have been accepted and filed with the City Clerk.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Those certain leases between the City and the parties listed below are approved and the City Manager is hereby authorized to execute said leases with the following parties as summarized below, in substantially the same forms as attached hereto Exhibits A, B, C and D.

<u>Lessee</u>	<u>Leased Premises</u>	<u>Total Annual Rent</u>
Mr. Matthew Sweeney	Land lease including: 943 acres pastureland @ \$7,544/year 230 acres irrigated land @ \$11,500/year 222 acres dry farmland @ \$2,442/year Quonset hut @ \$900/year	\$22,386/year
Tom and Jan Linnebur	Residence at 57101 East 88 th Avenue	\$10,200/year
Mrs. Yvonne Sweeney	Trailer pad at 8551 Headlight Road	\$600/year
Mr. Matthew Sweeney	Residence at 8551 Headlight Road	\$4,800/year

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 23rd day of January, 2012.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT AS AMENDED ORDERED PUBLISHED this 13th day of February, 2012.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

LAND LEASE

_____ 1. **Parties**

This lease for the rental of agricultural property is between the City of Westminster ("City") and MATTHEW SWEENEY ("lessee").

The person/position authorized to manage the leased premises for the City is:

Name David Meyer, Water Quality Analyst
Address c/o City of Westminster
13150 N. Huron Street, Westminster, Colorado 80234
Phone 303-658-2376

_____ 2. **Leased Premises**

The City hereby leases to lessee the premises described below:

230 acres of irrigated land, 222 acres of dry land, and 943 acres of pasture land generally located at eight miles north of Strasburg, Colorado in Adams County, all as depicted in the hatched areas shown on the map attached hereto as Exhibit A.

The premises shall also include:

Two 30 horsepower electric motors with pumps; one Cummins diesel engine with pump; the 8-inch aluminum irrigation pipe system; and that certain Quonset building on the premises.

_____ 3. **Term**

Fixed Term. The term of this lease shall be from twelve o'clock noon on January 1, 2012 until twelve o'clock noon on January 1, 2013. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until twelve o'clock noon on January 1, 2017. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

_____ 4. **Rent**

A. Fixed Term. The total annual rental price for the term of this lease is eighteen thousand seven hundred and four dollars (\$22,386), payable prior to December 31st of each year. No proration will be made for a term less than a calendar year.

B. Rent payments shall be made to:

David Meyer, Water Quality Analyst
City of Westminster
13150 N. Huron Street
Westminster, Colorado 80234

C. Lessee shall incur and be charged \$5.00 per day as a late fee for payment of rent received after 5 p.m. o'clock on the 15th day of January following the lease year. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from lessee's security deposit if written notice of such intended withholding is provided to lessee within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Lessee should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

A charge of \$25.00 may be imposed for any lessee's check returned to the City because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5. Use

A. Lessee's use of the leased premises shall be limited to agricultural purposes, including crop production.

B. Lessee acknowledges that a major factor in the City's decision to lease the premises is to insure the viability of the leased premises as a receiving site for bio-solids application. For that reason, lessee agrees to co-ordinate, consult, and cooperate with the City's Water Resources and Treatment Program representative in the selection and timing of the crops planted on the leased premises.

C. Lessee shall not engage in any illegal activities on the premises.

D. Lessee shall not apply fertilizers without prior approval of City.

E. Lessee shall not use, store, or dispose of any chemicals that might create liability for the City resulting from contamination from such chemicals. For that reason, Lessee shall:

(1) Obtain City's approval of all chemicals, including pesticides and herbicides, prior to their use; and

- (2) Provide copies of all relevant MSDSs for any chemicals used by Lessee.

6. City's Obligations

City agrees to furnish the property, and to:

- A. Provide all posts and fence for fence maintenance; and
- B. Pay taxes on land, improvements, and personal property owned by City.
- C. Pay the cost of chemicals, as approved by the City, purchased by lessee for noxious weed removal.

7. Lessee's Obligations

Lessee agrees to:

- A. Provide all machinery, equipment and labor necessary to farm the premises properly.
- B. Provide all seed, inoculant, disease-treatment materials, and fertilizers, to the extent they are permitted by the City.
- C. Coordinate crop selection, field preparation, and planting schedules to allow the City adequate access to apply biosolids.
- D. Maintain any and all wells for crop irrigation on the premises in good order.
- E. Maintain the fences on the premises in as good repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by City during the term of the Lease, ordinary wear, loss by fire, or unavoidable destruction excepted.
- F. Maintain and take proper care of, and prevent injury to, all trees, vines, and shrubs. No trees to be cut without City's consent.
- G. Prevent noxious weeds from going to seed on the premises, and keep trim the weeds and grasses on the roads adjoining the leased premises.
- H. Maintain and keep in good repair any established watercourses or ditches on the premises.

_____ 8. **Compensation for Damage**

At the conclusion of this Lease, lessee shall pay to City a reasonable compensation for any damage to the property, for which lessee is responsible, after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond lessee's control.

_____ 9. **Utilities**

Lessee shall be responsible for paying for the following initialed utilities or services connected with the premises (check those applicable):

- A. water _____
- B. sewer _____
- C. electricity _____
- D. gas _____
- E. phone (if desired) _____
- F. trash pick-up _____
- G. other _____

Within 3 business days after the beginning of the lease term, lessee shall arrange for such utilities or services and for billing directly to lessee, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of the City.

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

_____ 10. **Right to Re-Entry**

City reserves the right of itself, its employees, assigns, or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, or of plowing after severance of crops, or of seeding, or applying bio-solids, provided that such entry and activity shall not interfere with the occupancy of lessee.

If Lessee should fail to carry out substantially the provisions of this Lease, within ten days after service by City of written notice to lessee to lessee's failure to fulfill his obligations, City shall have the right to re-enter and to take full possession of the farm and buildings, which lessee agrees to vacate peaceably without claim for damages.

_____ 11. **Assignment/Subleasing/Release**

Lessee shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of the City.

_____ 12. **Nuisance**

Lessee agrees not to create any nuisance such as will disturb the peace and quiet of neighbors.

_____ 13. **Compensation for Termination of Lease**

- A. If terminated for cause, no compensation will be paid to lessee.
- B. If terminated at the end of the five year term, no compensation will be paid lessee.
- C. If terminated at the end of any annually renewable year, compensation will be as follows:

_____ 14. **Notice**

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To the City: City of Westminster
Attn. David Meyer
13150 N. Huron Street
Westminster, CO 80234

To lessee at the premises, or at lessee's last known address

Notice to one lessee shall be deemed to be notice to all lessees.

_____ 15. **Insurance**

The City's insurance does not cover lessee's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If lessee desires to insure personal possessions or to insure against lessee's personal liability, renter's insurance should be obtained.

Lessee will carry liability insurance covering bodily injury and property damage in an appropriate amount and to make the City an additional named insured under this liability policy, and to provide the City with a copy of such insurance policy as evidence of coverage, throughout the term of the lease.

_____ **16. Attorney's fees**

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

_____ **17. Liability**

Lessee will indemnify, defend, and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of its agents.

_____ **18. Subordination**

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

_____ **19. Waiver**

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

_____ **20. Severability**

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

_____ **21. Joint and Several Liability**

If this lease is signed on behalf of lessee by more than one person, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between the City and lessee. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.

22. Signatures/Amendment of Lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this 6TH day of JANUARY, 2012.

CITY OF WESTMINSTER

LESSEE:

By: _____

Matthew Sweeney
Matthew Sweeney

Title: _____

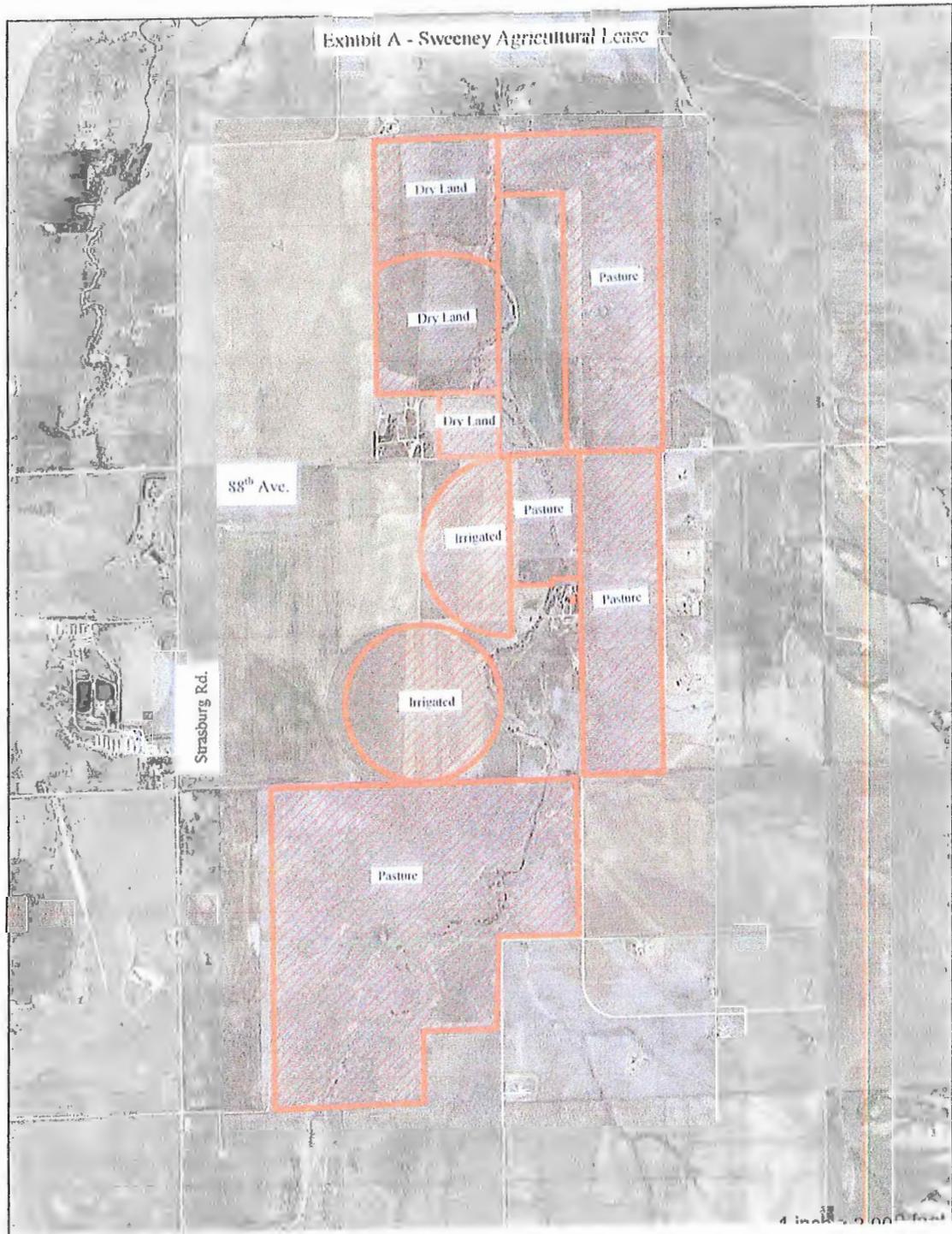


EXHIBIT B

RESIDENTIAL LEASE

 1. **Parties**

This lease for the rental of residential property is between the City of Westminster ("City") and Tom Linnebur and Jan Linnebur, ("resident")

The person/position authorized to manage the leased premises for the owner is:

Name	<u>David Meyer, Water Quality Specialist</u>
Address	<u>c/o City of Westminster</u>
	<u>13150 N. Huron Street</u>
	<u>Westminster, CO 80234</u>
Phone	<u>303-658-2376</u>

 2. **Leased Premises**

The City hereby leases to resident the premises described below:

the house, garage, and surrounding residential lot generally located at 57101 East 88th Avenue, Strasburg, Colorado, 80136 and shown on the attached Exhibit A in a red box.

The premises shall also include:

 3. **Term**

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on January 1, 2012 until twelve o'clock noon on January 1st, 2013. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until January 1, 2017. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

If resident retains possession of the premises after expiration of the fixed lease term with the permission of the City, resident and the City shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving at least thirty (30) days written notice prior to the end of the rental month.

 4. **Rent**

A. Fixed Term. The total rental price for the initial term of this lease is \$10,200.00, and the same amount for any subsequent years. Of this amount, the first

rental payment in the amount of \$850.00 is due on January 1, 2012. The remainder is payable in monthly installments of \$850.00 each, due on the first day of each month.

B. Rent payments shall be made to:

City of Westminster

Attn: David Meyer, Water Quality Specialist

13150 N. Huron Street

Westminster, CO 80234

Resident shall incur and be charged Five Dollars (\$5.00) per day as a late fee for payment of rent received after 5 p.m. o'clock on the fifteenth (15th) day of the month. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Resident should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

A charge of up to Twenty-Five Dollars (\$25.00) may be imposed for any resident's check returned to the City because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To the City: City of Westminster
Attn. David Meyer
13150 N. Huron Street
Westminster, CO 80234

To resident at the premises, or at resident's last known address

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit

A. Resident has paid the City the sum of \$ 0 as a security deposit to secure the performance of this rental agreement.

B. Resident may not use the security deposit in place of rent without the written permission of the City.

C. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. Colorado state law defines normal wear and tear as: "that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."

D. The City shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last. If actual cause exists for retaining any portion of the security deposit, the City shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The City is deemed to have complied with this paragraph E by mailing said statement and any payment required to the last known address of resident. The failure of the City to provide a written statement within the period of time stated above shall work a forfeiture of all the City's rights to withhold any portion of the security deposit.

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph E shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes, section 38-12-101 et seq.

7. Eviction/holding over

A. The City may evict resident from the premises or undertake other legal action to regain possession for nonpayment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though the City has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. The City will attempt to re-rent the premises to minimize any loss.

8. Occupancy

No more than one family may reside in the leased premises.

Resident shall not allow guests to stay upon the premises more than thirty (30) consecutive days without prior written consent of the City.

____ 9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing signed by both parties.

Resident shall not engage in any illegal activities on the premises.

____ 10. Utilities

Resident shall be responsible for paying for the following initialed utilities or services connected with the premises (check those applicable):

- A. water _____
- B. sewer/septic x _____
- C. electricity x _____
- D. gas x _____
- E. phone (if desired) x _____
- F. trash pick-up x _____
- G. other _____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of the City.

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

____ 11. Privacy

Resident shall permit the City to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if the City reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

____ 12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of the City. The City agrees to release resident from this lease if resident finds a replacement resident,

acceptable to the City, who will sign a new lease for the remaining term. Resident acknowledges that due to the unique nature of this property and the public obligations of the City, the acceptability of a replacement resident is in the City's sole discretion.

_____ **13. Noise and Nuisance**

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

_____ **14. Rules and Regulations**

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

_____ **15. Check-in/check-out sheet**

A check-in/check-out sheet may be attached to this lease. If such sheet is attached, it must be completed and signed and returned to the City within seven days of occupancy in order to help protect both parties.

_____ **16. Furnishings**

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.

_____ **17. Repairs and Maintenance**

Resident shall be responsible for the routine care and maintenance of the exterior and interior of the leased premises. Lessee accepts the leased premises "as is," except for the following repairs that City agrees to make before Resident moves in:

If, after moving into the leased premises, new conditions arise that cause resident to believe repairs are necessary, resident should contact the property manager of the City and request such repairs. Resident shall not make repairs without written consent of the City.

Resident shall pay reasonable charges (other than for normal wear and tear), when billed by the City, for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to the premises by resident, members of resident's household, pets, or guests shall be grounds for the City to evict resident.

_____ 18. **Constructive Eviction**

When conditions beyond the control of resident cause the premises to become legally uninhabitable, and when the City is responsible for remedying those conditions but does not do so within a reasonable time after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent.

_____ 19. **Outside Maintenance**

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows: (initial those that apply):

- | | | |
|----|--|--------------|
| 1. | mowing lawn | <u> X </u> |
| 2. | watering lawn, shrubs and trees | <u> X </u> |
| 3. | removing weeds | <u> X </u> |
| 4. | raking leaves | <u> X </u> |
| 5. | removing snow and ice from sidewalks and walkways, driveways and parking areas | <u> X </u> |
| 6. | other | _____ |
| 7. | other | _____ |

The routine care and maintenance of items listed above but not checked shall be the responsibility of the City.

_____ 20. **Alterations to Premises**

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, or altering landscaping, advance written consent of the City will be obtained.

_____ 21. **Pets**

No pet shall be allowed without prior written consent of the City.

(Insert consent, if any.) _____

_____ 22. **Parking**

[Insert any special parking requirements or limitations on number of cars or spaces]

_____ 23. **Insurance**

The City's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If

resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.

_____ **24. Attorney's fees**

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

_____ **25. Liability**

Resident will indemnify and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of its agents.

_____ **26. Subordination**

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

_____ **27. Waiver**

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

_____ **28. Severability**

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

_____ **29. Joint and Several Liability**

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between the City and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease,

_____ **30. Signatures/amendment of lease**

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this 9 day of January, 2012.

CITY OF WESTMINSTER

RESIDENT:

By: _____

Tom Linnebur

Tom Linnebur

Title: _____

Jan Linnebur

Jan Linnebur

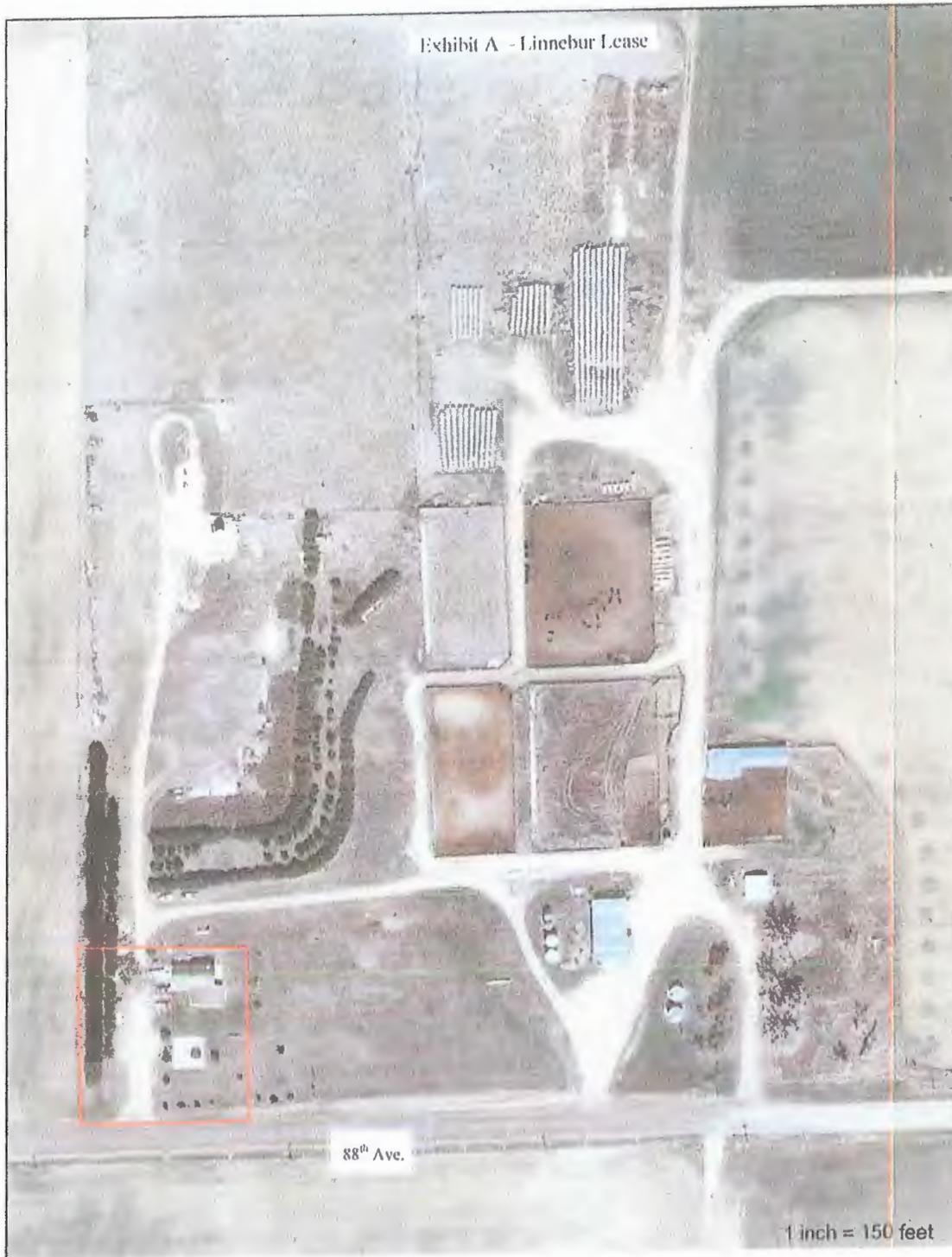


EXHIBIT C

RESIDENTIAL LEASE

____ 1. **Parties**

This lease for the rental of residential property is between the City of Westminster ("City") and Yvonne Sweeney, ("resident")

The person/position authorized to manage the leased premises for the owner is:

Name David Meyer, Water Quality Specialist
Address c/o City of Westminster
13150 N Huron Street
Westminster, CO 80234

Phone 303-658-2376

____ 2. **Leased Premises**

The City hereby leases to resident the premises described below:

a parcel of land located at 8551 Headlight Road, Strasburg, Colorado, 80136 as depicted in the hatched area on Exhibit A attached.

The premises shall also include:

____ 3. **Term**

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on January 1st, 2012 until twelve o'clock noon on January 1st, 2013. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until twelve o'clock noon on January 1, 2017. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

____ 4. **Rent**

A. Fixed Term. The total annual rental price for the term of this lease is Six Hundred Dollars (\$600.00) per year payable on or before December 31st of each year.

B. Rent payments shall be made to:

City of Westminster

Attn: David Meyer, Water Quality Analyst

c/o 13150 N. Huron Street

Westminster, CO 80234

C. Resident shall incur and be charged Five Dollars (\$5.00) per day as a late fee for payment of rent received fifteen (15) days after any of the above-noted payment dates each year. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Resident should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

A charge of up to Twenty-Five Dollars (\$25.00) may be imposed for any resident's check returned to the City because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To the City: City of Westminster
Attn. David Meyer
13150 N. Huron Street,
Westminster, CO 80234

To resident at the premises, or at resident's last known address

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit

A. Resident has paid the City the sum of \$_600.00_____ as a security deposit to secure the performance of this rental agreement.

B. Resident may not use the security deposit in place of rent without the written permission of the City.

C. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. Colorado state law defines normal wear and tear as: "that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."

D. The City shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last. If actual cause exists for retaining any portion of the security deposit, the City shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The City is deemed to have complied with this paragraph E by mailing said statement and any payment required to the last known address of resident. The failure of the City to provide a written statement within the period of time stated above shall work a forfeiture of all the City's rights to withhold any portion of the security deposit.

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph E shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes, section 38-12-101 et seq.

7. Eviction/holding over

A. The City may evict resident from the premises or undertake other legal action to regain possession for nonpayment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent prorated on a monthly basis and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though the City has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. The City may attempt to re-rent the premises to a suitable tenant in order to minimize any loss.

8. Occupancy

No more than one family may reside upon the leased premises.

Resident shall not allow guests to stay upon the premises more than thirty (30) consecutive days without prior written consent of the City.

____ 9. Use

Resident shall use the premises only to maintain a mobile home as her residence unless otherwise agreed to in writing by the City.

Resident shall not engage in any illegal activities on the premises.

____ 10. Utilities

Resident shall be responsible for paying for the following initialed utilities or services connected with the premises (check those applicable):

- A. water _____
- B. sewer/septic x _____
- C. electricity x _____
- D. gas x _____
- E. phone (if desired) x _____
- F. trash pick-up x _____
- G. other _____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of the City.

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

____ 11. Privacy

Resident shall permit the City to enter the land at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the land to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if the City reasonably believes that an emergency exists or that the premises have been abandoned.

____ 12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of the City. The City agrees to release resident from this lease if resident finds a replacement resident, acceptable to the City, who will sign a new lease for the remaining term. The City shall exercise good faith and reasonableness in accepting a replacement resident.

_____ 13. **Noise and Nuisance**

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

_____ 14. **Rules and Regulations**

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

_____ 15. **Check-in/check-out sheet**

A check-in/check-out sheet may be attached to this lease. If such sheet is attached, it must be completed and signed and returned to the City within seven days of occupancy in order to help protect both parties.

N/A 16. **Furnishings**

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.

_____ 17. **Repairs and Maintenance**

Resident shall be responsible for the routine care and maintenance of the exterior and interior of the leased premises. Lessee accepts the leased premises "as is," except for the following repairs that City agrees to make before Resident moves in:

If, after moving into the leased premises, new conditions arise that cause resident to believe repairs are necessary, resident should contact the property manager of the City and request such repairs. Resident shall not make repairs without written consent of the City.

Resident shall pay reasonable charges (other than for normal wear and tear), when billed by the City, for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to the premises by resident, members of resident's household, or guests shall be grounds for the City to evict resident.

_____ 18. **Constructive Eviction**

When conditions beyond the control of resident cause the premises to become legally uninhabitable, and when the City is responsible for remedying those conditions but does

not do so within a reasonable time after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent.

_____ **19. Outside Maintenance**

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows: (initial those that apply):

1. mowing lawn _____
2. watering lawn, shrubs and trees _____
3. removing weeds _____
4. raking leaves _____
5. removing snow and ice from sidewalks and walkways, driveways and parking areas _____
6. other _____
7. other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of the City.

_____ **20. Alterations to Premises**

Resident agrees that before making alterations to the premises including, for example, altering landscaping, parking areas or roads, advance written consent of the City will be obtained.

_____ **21. Pets**

No pet shall be allowed without prior written consent of the City.

(Insert consent, if any.) _____

_____ **22. Parking**

[Insert any special parking requirements or limitations on number of cars or spaces]

_____ **23. Insurance**

The City's insurance does not cover resident's mobile home or personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure mobile home or personal possessions or to insure against resident's personal liability, homeowner's insurance should be obtained.

_____ **24. Attorney's fees**

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

_____ **25. Liability**

Resident will indemnify and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of its agents.

_____ **26. Subordination**

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

_____ **27. Waiver**

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

_____ **28. Severability**

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

_____ **29. Joint and Several Liability**

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between the City and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease,

_____ **30. Signatures/amendment of lease**

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this 4th day of January, 2012.

CITY OF WESTMINSTER

RESIDENT:

By: _____

Yvonne Sweeney
Yvonne Sweeney

Title: _____



EXHIBIT D

RESIDENTIAL LEASE

 1. **Parties**

This lease for the rental of residential property is between the City of Westminster ("City") and Matthew Sweeney, ("resident")

The person/position authorized to manage the leased premises for the owner is:

Name David Meyer, Water Quality Analyst
Address c/o City of Westminster
13150 N. Huron Street
Westminster, CO 80234

Phone 303-658-2376

 2. **Leased Premises**

The City hereby leases to resident the premises described below:

the house, detached garage, and surrounding residential lot located at 8551 Headlight Road, Strasburg, Colorado, 80136 in the hatched area shown on attached Exhibit A.

The premises shall also include:

 3. **Term**

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on January 1st, 2012 until twelve o'clock noon on January 1st, 2013. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until twelve o'clock noon on January 1, 2017. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

If resident retains possession of the premises after expiration of the fixed lease term with the permission of the City, resident and the City shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving at least thirty (30) days written notice prior to the end of the rental month.

4. **Rent**

A. Fixed Term. The total annual rental price for the term of this lease is Four Thousand Eight Hundred Dollars (\$4,800.00), payable prior to December 31st of each year, or in the event of a hold-over at the rate of \$400.00 per month payable prior to the 5th day of each month..

B. Rent payments shall be made to:

City of Westminster

Attn: David Meyer, Water Quality Analyst

13150 N. Huron Street

Westminster, CO 80234

C. Resident shall incur and be charged Five Dollars (\$5.00) per day as a late fee for payment of rent received fifteen (15) days after any of the above-noted payment dates each year. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Resident should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

A charge of up to Twenty-Five Dollars (\$25.00) may be imposed for any resident's check returned to the City because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5. **Notice**

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To the City: City of Westminster
Attn. David Meyer
13150 N. Huron Street
Westminster, CO 80234

To resident at the premises, or at resident's last known address

Notice to one resident shall be deemed to be notice to all residents.

6. **Security Deposit**

A. Resident has paid the City the sum of \$ ____ 0 ____ as a security deposit to secure the performance of this rental agreement.

B. Resident may not use the security deposit in place of rent without the written permission of the City.

C. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. Colorado state law defines normal wear and tear as: "that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."

D. The City shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last. If actual cause exists for retaining any portion of the security deposit, the City shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The City is deemed to have complied with this paragraph E by mailing said statement and any payment required to the last known address of resident. The failure of the City to provide a written statement within the period of time stated above shall work a forfeiture of all the City's rights to withhold any portion of the security deposit.

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph E shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes, section 38-12-101 et seq.

____ 7. **Eviction/holding over**

A. The City may evict resident from the premises or undertake other legal action to regain possession for nonpayment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though the City has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. The City may, at its sole discretion, attempt to re-rent the premises to a suitable tenant in order to minimize any loss.

_____ 8. **Occupancy**

No more than one family may reside in the leased premises.

Resident shall not allow guests to stay upon the premises more than thirty (30) consecutive days without prior written consent of the City.

_____ 9. **Use**

Resident shall use the premises for residential purposes only unless otherwise agreed in writing.

Resident shall not engage in any illegal activities on the premises.

_____ 10. **Utilities**

Resident shall be responsible for paying for the following initialed utilities or services connected with the premises (check those applicable):

- | | | | |
|----|--------------------|---|-------|
| A. | water | | _____ |
| B. | sewer/septic | x | _____ |
| C. | electricity | x | _____ |
| D. | gas | x | _____ |
| E. | phone (if desired) | x | _____ |
| F. | trash pick-up | x | _____ |
| G. | other | | _____ |

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of the City.

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

_____ 11. **Privacy**

Resident shall permit the City to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if the City reasonably believes that

an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

_____ 12. **Assignment/subleasing/release**

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of the City. The City agrees to release resident from this lease if resident finds a replacement resident, acceptable to the City, who will sign a new lease for the remaining term. Resident acknowledges that due to the unique nature of this property and the public obligations of the City, the acceptability of a replacement resident is in the City's sole discretion.

_____ 13. **Noise and Nuisance**

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

_____ 14. **Rules and Regulations**

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

_____ 15. **Check-in/check-out sheet**

A check-in/check-out sheet may be attached to this lease. If such sheet is attached, it must be completed and signed and returned to the City within seven days of occupancy in order to help protect both parties.

_____ 16. **Furnishings**

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.

_____ 17. **Repairs and Maintenance**

Resident shall be responsible for the routine care and maintenance of the exterior and interior of the leased premises. Lessee accepts the leased premises "as is," except for the following repairs that City agrees to make before Resident moves in:

If, after moving into the leased premises, new conditions arise that cause resident to believe repairs are necessary, resident should contact the property manager of the City and request such repairs. Resident shall not make repairs without written consent of the City.

23. Insurance

The City's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.

 24. Attorney's fees

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

 25. Liability

Resident will indemnify and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of its agents.

 26. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

 27. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

 28. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

 29. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between the City and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease,

30. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this 6TH day of JANUARY, 2012.

CITY OF WESTMINSTER

RESIDENT:

By: _____

Matthew Sweeney
Matthew Sweeney

Title: _____

Exhibit A – Matthew Sweeney Residential Lease





Agenda Memorandum

City Council Meeting
February 13, 2012



SUBJECT: Councillor's Bill No. 4 re Westminster Sports Center Lease Agreement

Prepared By: Sean Layfield, Recreation Supervisor/Sports

Recommended City Council Action

Pass Councillor's Bill No. 4 on first reading approving a lease agreement with Westminster AFC, Inc., for office space at the Westminster Sports Center, a City-owned indoor soccer facility located at 6051 W. 95th Avenue.

Summary Statement

- The Westminster AFC, Inc. (WAFC) currently leases an office located in the south portion of offices within the facility on a month to month basis, with an option to renew at a monthly rate of \$200.
- City Staff would like to lease to WAFC the vacant office directly next to the current office WAFC is leasing under the 2008 lease agreement. Staff recognizes that proper protocol requires City Council approval for leasing space at City facilities and, therefore, requests Council approval of the lease.
- The new lease agreement for both offices is for a twelve-month period, with an option to renew, at a monthly rental rate of \$400 (Approximately 264 sq ft at \$18 per square foot equaling \$4,800 annually). Staff has recently surveyed the surrounding market and this rate is very competitive with other comparable office space of this type in the area.
- Leasing of property owned by the City must be ratified by ordinance under Section 13.4 of the City's Charter.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City of Westminster approve a lease agreement with the tenants at the Westminster Sports Center?

Alternatives

1. The City could choose to lease the office to other tenants. Staff does not recommend this as the proposed lessee, Westminster AFC, Inc., is a local, youth-oriented nonprofit soccer group that provides a service to the City's residents.
2. The City could choose to not lease the additional office and leave the office vacant. Staff does not recommend this because the City would not benefit by the additional income of \$2,400 per year, which will be realized as a result of entering into this lease agreement.

Background Information

The City of Westminster acquired a 33,000-square-foot metal building from the builder of the Trend Homes Subdivision in 1993. After renovating the building in November of 1994, Staff recommended City Council sign a seven-year lease agreement with AMAYA Soccer and Sports Inc. requiring them to pay \$4,000 per month to the City for the purpose of operating an indoor soccer arena. The lease was renewed in 2001 with AMAYA Soccer and Sports Inc. d/b/a as Colorado Soccer at \$5,000 per month for an additional seven years, expiring in November, 2008. The City exercised its option to terminate the lease early in March of 2007 due to unsatisfactory customer service, and began managing the facility with City Staff. The first order of business was a substantial remodeling of the facility from April to November 2007, including the installation of two top-of-the-line indoor soccer dasherboard systems. Indoor soccer league play began in the last week of November 2007.

The Westminster AFC, Inc., a competitive youth soccer club in Westminster, has been a tenant in the Westminster Sports Center since 2008 and has negotiated with the City to lease additional office space in the Westminster Sports Center. This group has a very positive relationship with the City and provides a number of services to the City's recreational soccer leagues. Their increased presence in the facility will provide both revenue to the City and convenient services to residents. The additional office space is currently available and is not needed for other purposes.

This project meets City Council's Strategic Plan Goal of "Financially Sustainable City Government Providing Exceptional Services" by providing the City with additional revenues.

Respectively submitted,

J. Brent McFall
City Manager

Attachments: Ordinance with Exhibit A – Lease Agreement

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **4**

SERIES OF 2012

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AUTHORIZING A RENTAL LEASE AGREEMENT AT THE CITY'S
WESTMINSTER SPORTS CENTER WITH WESTMINSTER AFC, INC.**

WHEREAS, the City owns the Westminster Sports Center, located at 6051 W. 95th Avenue; and

WHEREAS, it is in the City's interest to maximize the income generated from such operation by collecting rental income from the office space located in the Westminster Sports Center.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The lease agreement, attached hereto as Exhibit A, with the following party is approved and the City Manager is hereby authorized to execute the same:

Westminster AFC, Inc. for office space located in the Westminster Sports Center at 6051 W. 95th Avenue, Jefferson County, Colorado at a rental rate of \$400 per month.

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 13th day of February, 2012.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of February, 2012.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 2012, between the CITY OF WESTMINSTER, a Colorado home rule municipality (the "Lessor"), and Westminster AFC, Inc. whose registered address is 825 Logan Street, Denver, Colorado 80203 (the "Lessee").

In consideration of the payment of the rent and the keeping and performance of the mutual promises set forth below, the Lessor hereby agrees to lease to the Lessee the premises as shown on Exhibit "A" attached hereto and incorporated herein, consisting of approximately 264 square feet marked "Westminster AFC" (the "Premises"). The Premises are within the building known as the Westminster Sports Center located at 6051 W. 95th Avenue, Westminster, Colorado (the "Facility").

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 by the terms of this Agreement.

B. TERM OF LEASE

1. Lessor leases to Lessee the described Premises, on a month to month basis for the period from noon on March 1, 2012 to noon on March 1, 2013.
2. At the end of said Term, the Lease may continue on a month to month basis upon the payment of the rental amount, provided, however, that either party may terminate such extended lease upon providing written notice to the other party at least 30 days prior to the proposed date of termination.

C. RENTAL PAYMENTS

1. Lessee shall pay rent to Lessor at the rate of \$400.00 (Four hundred) dollars per month for twelve (12) months.
2. Payments shall be due on the first day of each month and payable in advance, at the City Hall of the Lessor at 4800 West 92nd Avenue, Westminster, Colorado, 80031, in monthly installments, and continuing thereafter in monthly installments for the entire term of twelve months. Payments not received by the fifteenth of the month shall be subject to a late fee, until such payment is received, equal to 1.25% of the amount unpaid per month. The late fee may be abated in whole or in part by the City Manager for good cause.
3. If Lessee vacates the Premises for any reason before the end of the Term and ceases to pay rent to Lessor as provided in this Lease, Lessor may, at its option and without notice, and using such force as may be necessary, enter said Premises, remove any equipment, fixtures, personal and effects of Lessee therefrom, and re-let the same, or any part thereof, as it may see fit, for the account of Lessee, without thereby avoiding or terminating this Lease, and for the purpose of such re-letting, Lessor is authorized to make any repairs, changes, alterations or additions in or to said premises, as may, in the opinion of Lessor, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the quarterly installments agreed to be paid by Lessee under the provisions of this Lease, then Lessee agrees to

pay such deficiency each quarter. However, Lessor shall have no obligation to re-let the Premises. Lessee shall remain obligated to continue Lease payments for the full twelve month period. Lessor may, at its option, terminate the Lease upon terms negotiated and agreed to by both Parties. Notwithstanding any provision of this Lease to the contrary, in the event that Lessor elects to use the Premises for its own purposes, such as, but without limitation, expansion of the public recreation facilities, then Lessee's liability under this Lease shall end.

D. OBLIGATIONS OF LESSEE

In consideration of the lease of the Premises, the Lessee covenants and agrees as follows:

1. To use the Premises for the operation and management of a youth soccer club or other soccer/sports purposes, if such other soccer/sports purposes have been approved by the City Manager, which approval shall not be unreasonably withheld.
2. To pay the rent for said Premises as provided above.
3. To use the Premises for no purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster;
4. To allow the Lessor at any reasonable hour of the day to enter into and go through the Premises. Except in cases of emergency, Lessor will provide notice of entry, such notice to be reasonable under the circumstances. Lessor shall not interfere with the operations of Lessee during such entry. Notwithstanding this paragraph, Lessor shall have no duty to inspect the premises or make repairs except as provided herein.
5. Not to permit the Premises, or the walls or floors thereof, to be endangered by overloading, or the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous. Lessee shall take all such action as may be necessary to prevent the Premises from ever being occupied in excess of City and State limits of occupancy.
6. Not to make any alterations to, or modifications in or upon the Premises, including the installation or removal of attached fixtures, without first obtaining the Lessor's written consent, which will not be unreasonably withheld and which shall include provisions for removal of the alterations or modifications if desired by Lessor. No such alterations or modifications shall be made, except pursuant to plans submitted by Lessee to the City Manager or his designee. All such alterations or modifications shall be done in conformance with all applicable laws, codes, regulations, and rules of the City and the State of Colorado. All such alterations or modifications shall be done at the Lessee's expense. All such expenses shall be the sole financial responsibility of the Lessee.
7. To exercise reasonable care in the supervision of its employees, officers, directors, and staff coaches at all times when they are in or upon the Premises.
8. To reimburse Lessor for any expense incurred by it in repairing any damage to the Premises caused by Lessee, its directors, officers, employees or agents, or any person in their care, or present with their permission, unless Lessee makes the repairs, to the reasonable satisfaction of Lessor.
9. To indemnify, defend, and hold harmless the Lessor from and against any claim for

personal injury or property damage resulting from any negligent act or omission of Lessee or its employees or agents, to carry liability insurance covering bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence, and to make Lessor an additional insured under its policy of liability insurance, and to provide the Lessor with a certificate of insurance as evidence of coverage prior to Lessee's occupancy of the Premises.

10. To sublet no part of the Premises, nor assign this lease or any interest therein without Lessor's specific written consent, and the use is compatible with other uses of the Facility. Lessor's consent to sublet or assign shall not be unreasonably withheld.
11. Not to permit any disorderly conduct or nuisance whatever about the Premises, the building in which they are located, or on the building grounds, having a tendency to annoy, disturb or interfere with other occupants of the building.
12. At the expiration or termination of this Lease, to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire or other casualty, inevitable accident and ordinary wear excepted.
13. To furnish and equip the space it occupies on the Premises. Lessee may remove fixtures it has installed if removal can be done so that floors, walls, or structures are in substantially the same condition as at the beginning of Lease, fire or other casualty, inevitable accident and ordinary wear excepted.
14. If Lessee desires such signage, to pay for and place signage on the Facility building designating it as the "Westminster AFC, Inc." with approval of the City of sign design and quality.
15. To repair and maintain standard items such as paint and tile surfaces, window glass, lighting fixtures and plumbing fixtures, which are not the responsibility of Lessor as provided below.
16. Notwithstanding any provision in this Lease Agreement to the contrary, to perform all repairs of an emergency nature necessary to protect the Premises from undue and avoidable injury or damage.
17. To arrange and pay for all telephone installation and internet connections Lessee deems necessary for its use and the service charges therefore.
18. Lessee accepts the Premises "as is" and acknowledges that Lessor shall have no obligation for maintenance or repair of the Premises except as described in Paragraph E.

E. OBLIGATIONS OF LESSOR

In consideration of the receipt of rent and the covenants of Lessee, the Lessor covenants and agrees as follows:

1. To provide free parking for the use of Lessee on the site.
2. To provide or cause to be provided, all normal utility services for the Premises, including water (including adequate hot water), sanitary sewer, electric and gas; but not including telephone or television. Lessor will also provide adequate heating and ventilation systems for the Premises, as well as smoke alarms and fire sprinklers to the extent required by the International Building Code. The Lessor will pay all charges for gas, electricity, insurance, taxes and water used on the premises, except as otherwise herein provided.

3. To provide trash removal, snow removal, grounds maintenance, and exterior building maintenance.
4. To provide maintenance and repair for structural systems, heating and ventilation systems, water supply lines, waste water lines and electrical and gas systems.
5. Lessee may quietly hold and enjoy the premises without any interruption by the Lessor or any person claiming under the Lessor.

F. MISCELLANEOUS TERMS

1. Lessor shall have no responsibility or liability for any loss or damage to any personal property of the Lessee or any fixtures installed by the Lessee.
2. Lessee shall store no flammable, toxic, dangerous, hazardous or obnoxious materials anywhere in the Premises.
3.
 - (a) If the Premises becomes so damaged by fire, flood, act of God or any other casualty so as to render the Premises untenable, the Lessee may terminate this Lease without further obligation, unless the repairs for damage are started within ninety (90) days, in which case the Lease will continue under the existing terms and conditions.
 - (b) The rent payable under this Lease shall abate following any damage to the Premises, to the extent all or part of the Premises is rendered untenable, until such damage has been repaired by Lessor.
 - (c) Within thirty (30) days after the occurrence of the damage, Lessor shall give written notice to Lessee of Lessor's best estimate of the time that will be required to repair, the damage (without the payment of overtime or any premium). Lessor may also notify Lessee of the availability of other portions of the Facility or other temporary premises, if any. Notwithstanding the offer of alternate premises, if the estimated time to repair is more than ten (10) months, and Lessee rejects alternate premises, Lessee may terminate this Lease without further obligation. If Lessee does not so terminate, this Lease will continue under the existing terms and conditions, subject to paragraph (b) above.
 - (d) Notwithstanding the above paragraphs, if the Premises are damaged more than fifty percent (50%) of its full insurable value, as reasonably determined by Lessor, Lessor may terminate this Lease. Lessor shall give Lessee written notice of termination or Lessor's decision to continue the Lease within thirty (30) days of the occurrence of the damage. If Lessor chooses to continue the Lease, Lessee may terminate the Lease by giving notice to Lessor in writing within thirty (30) days of Lessor's notice to continue.
4. If the Premises are left vacant and Lessee ceases to pay rent to Lessor, the Lessor may, at its option, either retake possession of the Premises, terminating the Lease and Lessor's and Lessee's obligations thereunder, or it may re-rent the Premises, subject to the provisions of paragraph C.3 above.
5. If the Lessee becomes insolvent, or is declared bankrupt, the Lessor may terminate this Lease forthwith, and all rights of the Lessee hereunder shall thereupon terminate, subject to the provisions of paragraph C.3 above.

6. At the expiration of the term of this Lease, whether by passage of time or by act of the Lessor as provided in this Lease Agreement, the Lessee shall surrender and deliver up the Premises peaceably to the Lessor, and if the Lessee shall remain in possession after termination of this Lease, the Lessee shall be deemed guilty of a forcible detainer of the Premises under the statute, and shall be subject to eviction and removal in accordance with state law.
7. If default shall be made in any of the covenants or agreements contained in this Lease Agreement to be kept by Lessee, Lessor shall provide written notice to Lessee of the default. Lessee shall have thirty (30) days after the notice to cure the default. If Lessee fails to cure the default within said thirty days, Lessor may, but need not, declare the term ended and repossess the Premises in accordance with state law. If the nature of the default is such that it cannot be cured with reasonable diligence within thirty (30) days, then Lessee shall not be in default if it commences to cure such default within thirty (30) days and thereafter diligently prosecutes such cure.
8. No any failure to act regarding nor any assent, express or implied, to any breach of any one or more of the covenants or agreements contained in this Lease Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.
9. Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating any relationship of partnership, association, joint venture, or otherwise. The sole relationship of the parties hereto shall be that of Landlord and Tenant.
10. If either Party shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default thereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party its reasonable attorney fees.
11. This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, administrators, legal representatives and executors.
12. There are no oral agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements or representations and understandings, if any, between the parties hereto with respect to the subject matter hereof.
13. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.
14. Except as otherwise provided in this Lease, any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
15. The following persons are hereby designated by the parties as the persons responsible for the implementation of this Lease. Should Notices need to be sent or problems arise concerning this Lease the parties agree to contact:

For the Lessee: Jeff Ruebel
Paul Mulvany
For the Lessor: Sean Layfield
Ken Watson

- 16. Lessee agrees to execute any and all documents subordinating this Lease as requested by Lessor.
- 17. This lease shall bind the Lessor and the Lessee and their respective assigns, administrators, legal representatives and executors.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this day of _____, 20____.

LESSEE: Westminster AFC, Inc.

By: *Jeffrey Clay Ruebel*
Printed Name: Jeffrey Clay Ruebel
Title: President

Attest: *Paul Mulvany*
Secretary

(Corporate Seal,
if applicable)

LESSOR: CITY OF WESTMINSTER

By: _____
Printed Name: _____
Title: _____

Attest: _____
City Clerk

(Seal)

Approved as to legal form:

By: _____
Office of the City Attorney

WESTMINSTER SPORTS CENTER - EXHIBIT A

