



## CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 7) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Report of City Officials**
  - A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
  - A. Proclamation – Red Ribbon Week
  - B. Proclamation – Business Appreciation Week
  - C. ICMA Certificate of Distinction Presentation
  - D. Excellence in Design and Development Award Presentations
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. August 2005 – Financial Report
  - B. Revised Employment Agreement with City Manager J. Brent McFall
  - C. Revised Employment Agreement with City Attorney Martin R. McCullough
  - D. City Employee Health Insurance Renewals and Rates
  - E. 75<sup>th</sup> – 78<sup>th</sup> – Stuart Street Water Main Project Contract Amendment
  - F. Custodial Services Contracts for City Facilities
  - G. Bishop Square Park Construction Contract re Basketball Courts
  - H. Bishop Square Park Construction Contract re Bathroom Structure
  - I. Roof Replacement at City park Recreation Center
  - J. Mobile Concert Stage Purchase
  - K. Sale of Equipment – Tennant Power Scrubber
  - L. IGA with Adams 12 Five Star School re Property and Facilities located at 128<sup>th</sup> Avenue and Huron Street
  - M. Sale of 15.636 Acre Parcel between the Westminster Promenade and Circle Point
  - N. Call for November 7, 2005 Special Meeting
  - O. Second Reading CB No. 60 re Surplus Equipment Disposal Amendments
  - P. Second Reading CB No. 61 re Amendment to the City Council Allowance
  - Q. Second Reading CB No. 62 re Amendment to the 2006 Adopted Budget
  - R. Second Reading CB No. 63 re Department Head Severance Pay
  - S. Second Reading CB No. 64 re Municipal Judge Salary
9. **Appointments and Resignations**
  - A. Resolution No. 44 re Appointments to Boards and Commissions
10. **Public Hearings and Other New Business**
  - A. Resolution No. 45 re Option to Purchase Parcel 3 of the Whole Foods/Lower Church Lake Property
  - B. Resolution No. 46 re Growing Home Funding for Westchester Apartments
  - C. Resolution No. 47 re Metzger Farm Property IGA with City and County of Broomfield
  - D. Councillor's Bill No. 65 re Creation of The Broomfield-Westminster Open Space Foundation re Metzger Farm Property
  - E. Purchase Agreement for 6.05 shares of FRICO Water
  - F. Purchase and Sale Agreement of a 5.71 Acre Portion of the Koleski Property to Broomfield
  - G. Councillor's Bill No. 66 re Amending Budgets to Reflect the Write-offs of 2005 Accrued Interest
  - H. Loan Agreement Revision between the City of Westminster, Colorado, Water and Utility Fund and WEDA

**11. Old Business and Passage of Ordinances on Second Reading**

A. TABLED Second Reading CB no. 46 re Cellular Tower Leases for Countryside Recreation Center and the Hydropillar

**12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business**

A. City Council

**13. Adjournment**

**WESTMINSTER HOUSING AUTHORITY MEETING**

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING**

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

**A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.

**B.** Any person wishing to speak other than the applicant will be required to fill out a "Request to Speak or Request to have Name Entered into the Record" form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.

**C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.

**D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.

**E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.

**F.** City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;

**G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);

**H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;

**I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.

**J.** Final comments/rebuttal received from property owner;

**K.** Final comments from City Staff and Staff recommendation.

**L.** Public hearing is closed.

**M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, OCTOBER 24, 2005 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Davia, Dittman, Dixon, and Price were present at roll call. Councillor Hicks was absent at roll call but joined the meeting in progress. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Davia moved, seconded by Dixon, to approve the minutes of the regular meeting of October 10, 2005. The motion passed unanimously.

CITY MANAGER COMMENTS

Mr. McFall announced there would be no meeting of City Council on October 31, but a special meeting of Council would be held on November 7 at 7:30 p.m. to conclude the business of the seated Council and to swear in new Council members at 8:00 p.m. The new City Council would then elect a Mayor Pro Tem from their ranks. Mr. McFall invited the public to a reception for outgoing Councillors Dixon, Hicks, and Davia that would be held October 25 at the City Park Recreation Center. Additionally, Mr. McFall announced an executive session would be held immediately following this meeting for an attorney/client consultation regarding Romano's Macaroni Grill.

CITY COUNCIL COMMENTS

Councillors Davia and Dixon thanked citizens for the privilege of allowing them to serve on the City Council. Both considered their opportunity a valuable educational experience.

Mayor McNally, Mayor Pro Tem Kauffman, and Councillor Dittman thanked the outgoing Councillors for their numerous contributions and wished them well in their future endeavors.

PROCLAMATIONS

Councillor Dittman read a proclamation declaring October 22 through 30 to be Red Ribbon Week. The City joined the Westminster Area Community Awareness Action Team, local schools, churches, and area businesses in this annual effort to provide a variety of drug prevention education activities, as a visible statement of strong commitment to a drug-free community. Councillor Dittman presented the proclamation to Cindy Jeffries, George Hovorka, Colleen Mazzucca, Skeet Hartman, Phil and Phyllis Aschenbrenner, and Eleanor Scott. Cub Scouts from Pack #324, Den 3, had handed out red ribbons to members of the audience prior to the meeting.

On behalf of the Mayor and Council, Mayor Pro Tem Kauffman proclaimed the week of October 24 to be Business Appreciation Week. The City recognized the importance of maintaining a healthy and diverse business community, as well as the link between success of local businesses and success of the City. He presented the proclamation to Terri Fisher and Mike Corbett, members of the Business Advisory Group.

PRESENTATIONS

Councillor Price presented the Certificate of Distinction from the International City/County Management Association (ICMA) Center for Performance Measurement to Emily Moon and Barbara Opie of the City's Performance Measurement Team. This was the second year Westminster had been awarded the Certificate, which as presented

for exceeding the standards established by ICMA to use performance measurement techniques in promoting accountability, transparency and quality service delivery to the general public.

Greg Savage, ODP Inspector in Community Development, announced recipients of this year's Excellence in Design and Development Awards and Excellence in Site Planning Design Awards. He showed slides of each project recognized while the Mayor and Councillors presented the awards to the developers and architects of each winning project.

#### CITIZEN COMMUNICATION

Larry Dean Valente, 3755 West 81<sup>st</sup> Avenue, inquired about the employment contracts and bonuses proposed for City Manager McFall and Martin McCullough, City Attorney.

Clerk's Note: Councillor Hicks entered the Council Chambers. The time was 7:42 p.m.

Jane Fancher, 7260 Lamar Court, posed questions concerning proposed amendments to the 2006 budget.

Scott Major, 7044 Yates, thanked Councillors Dixon, Hicks, and Davia for their service to the community.

#### CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: acceptance of the September 2005 Financial Report; authority for the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2006 with an effective date of November 1, 2005, and automatic renewal for 2007 unless terminated by City Council; authority for the Mayor to execute a revised employment agreement with Martin R. McCullough for his services as City Attorney for 2006 with an effective date of November 1, 2005 and an automatic renewal for 2007 unless terminated by City Council; authority for the City Manager to renew contracts with Great-West Healthcare, Kaiser Permanente and Delta Dental, authority for the continuation of a four-tier rate structure with the employer and employee premium rates as shown on the agenda memorandum, and charge the expense to the appropriate Central Charges accounts in the General, Golf, Water and Wastewater Funds; authority for the City Manager to execute a contract amendment with S.A. Miro, Inc. in the amount of \$34,301 to provide additional design services to realign a portion of the water main project; based on the report of the City Manager, find that the public interest would be best served by accepting bids for custodial services in City facilities from KG Clean, Inc., Carnation Building Services and Di Tirro Building Services and award the bids to KG Clean, Inc. for \$232,446, Carnation Building Services for \$124,128, and Di Tirro Building Services for \$13,900 and charge the expenses to the 2006 General Services budget in the General Fund, Public Works and Utilities budget in the Utility Fund and Parks, Recreation and Libraries budget in the Golf Course Enterprise Fund; authority for the City Manager to execute a contract with Arrow J Landscape, Inc. in the amount of \$87,612 for the reconstruction of the basketball courts at Bishop Square Park with a project contingency of \$21,903, or 25%, to cover anticipated additional site drainage costs; authority for the City Manager to execute a contract with White Construction Group in the amount of \$165,000 for the renovation of the existing Bishop Square Park bathroom structure including a project contingency of \$24,750, or 15%, and charge the total project expense of \$299,265 to the Park Renovation Program Capital Improvement Project Account; authority for the City Manager to execute a contract with Alpine Roofing Company, Inc. in the amount of \$139,290 for roof replacement at City Park Recreation Center and authority for an additional \$20,000 contingency to the project, with expenses charged to the General Services Building Operations and Maintenance, Capital Improvement Projects Major Maintenance budget; award the bid for a mobile concert stage to Marshall Austin Productions for \$63,225 and charge the expense to the 2005 Parks, Recreation and Libraries Department - Recreation Programs General Fund expenditure budget; authority for the City Manager to sell a Tennant Power Scrubber for \$15,000 that was no longer used for the maintenance operations at the Westminster Promenade; authority for the City Manager to execute an Intergovernmental Agreement between the City of Westminster and Adams 12 Five Star Schools for the acquisition and development of real property and facilities located at 128<sup>th</sup> Avenue and Huron Street; authority for the City to sell the 15.636-acre parcel north of the Promenade to Urban Pacific Builders for \$5,550,000

and authority for the City Manager to execute all documents necessary to complete the closing of this transaction including applicable real estate broker's commissions; call for a special meeting to be held on Monday, November 7, 2005, beginning at 7:30 p.m. to conclude the business of the seated Council and to satisfy Westminster Charter requirements relative to the commencement of terms of Councillors and the Mayor and the election of a Mayor Pro Tem; final passage of Councillor's Bill No. 60 re surplus equipment disposal amendments to the Westminster Municipal Code; final passage of Councillor's Bill No. 61 re amending the City Council allowance; final passage of Councillor's Bill No. 62 re amendments to the 2006 Adopted Budget; final passage of Councillor's Bill No. 63 re modification of Department Head severance pay; and final passage of Councillor's Bill No. 64 re the Municipal Judge's salary.

Mayor McNally asked if any member of Council wished to remove an item from the consent agenda for discussion purposes or separate vote. There were no requests.

It was moved by Councillor Davia and seconded by Councillor Dixon to approve the consent agenda as presented. The motion passed unanimously.

#### RESOLUTION NO. 44 RE APPOINTMENTS TO BOARDS AND COMMISSIONS

It was moved by Councillor Davia, seconded by Councillor Price, to adopt Resolution No. 44 making appointments to the Board of Adjustment. The motion passed unanimously at roll call.

#### RESOLUTION NO. 45 RE OPTION TO PURCHASE WHOLE FOODS/LOWER CHURCH LAKE PROPERTY

Upon a motion by Mayor Pro Tem Kauffman, seconded by Councillor Davia, the Council voted unanimously on roll call vote to adopt Resolution No. 45 authorizing the City Manager to execute all documents required to exercise the third option and closing documents for the acquisition of approximately ten acres of land, and authorize the expenditure of \$1,000,000 plus interest and closing costs for the acquisition of the final portion of the Whole Foods/Lower Church Lake property from Jefferson County.

#### RESOLUTION NO. 46 RE GROWING HOME FUNDING FOR WESTCHESTER APARTMENTS

Councillor Hicks moved to adopt Resolution No. 46 authorizing Adams County to provide \$200,000 in funding from the City of Westminster's HOME allocation to be applied towards rehabilitation of the Westchester Apartments located at 7240 Newton Street, Westminster, Colorado. The motion was seconded by Councillor Dittman and passed unanimously at roll call.

#### RESOLUTION NO. 47 RE METZGER FARM PROPERTY IGA WITH CITY AND COUNTY OF BROOMFIELD

It was moved by Councillor Dittman and seconded by Councillor Davia to adopt Resolution No. 47 approving the Intergovernmental Agreement with the City and County of Broomfield providing the mechanism for the two municipalities to purchase the Metzger Farm. On roll call vote, the motion passed unanimously.

#### COUNCILLOR'S BILL NO. 65 RE CREATION OF OPEN SPACE FOUNDATION FOR METZGER FARM

Councillor Dittman moved to adopt on first reading Councillor's Bill No. 65 authorizing the creation of The Broomfield-Westminster Open Space Foundation (the "Foundation") providing for the acquisition, financing, ownership, operation and maintenance of the Metzger Farm Property. The motion was seconded by Councillor Davia and passed unanimously at roll call.

PURCHASE AGREEMENT FOR 6.05 SHARES OF FRICO WATER

Upon a motion by Councillor Dittman, seconded by Councillor Davia, Council voted unanimously to authorize the City Manager to sign the Purchase Agreement for 6.05 shares of FRICO water.

PURCHASE AND SALE AGREEMENT OF 5.71-ACRE PORTION OF KOLESKI PROPERTY

Councillor Dittman moved to approve a Purchase and Sale Agreement to sell a 5.71-acre portion of the Koleski Property to Broomfield and to authorize the City Manager to sign all closing documents necessary to complete the transaction. Councillor Davia seconded the motion and it carried with all Council members voting affirmatively.

COUNCILLOR'S BILL NO. 66 RE AMENDING BUDGETS TO REFLECT ACCRUED INTEREST WRITE-OFFS

Councillor Davia moved to approve the write off of \$2,686,736, plus 2005 accrued interest, for the benefit of the Westminster Economic Development Authority Fund (WEDA); approve the write off of \$2,452,568, plus 2005 accrued interest, for the benefit of the Golf Course Fund; and pass Councillor's Bill No. 66 on first reading to amend the budgets of the General, General Reserve, General Capital Improvement, and Utility Funds to reflect the write-offs. With the second of Councillor Dixon, the motion passed unanimously on roll call vote.

REVISED LOAN AGREEMENT BETWEEN WEDA AND THE CITY'S WATER AND UTILITY FUND

Councillor Davia moved and Councillor Dixon seconded to authorize the Mayor, City Manager and other appropriate officials of the City to execute such documents as deemed necessary by the City Attorney to revise the Loan Agreement dated December 15, 1997, and amended March 15, 1999, between the City of Westminster, Colorado, Water and Utility Fund and WEDA to change the interest rate from 5% to 0%. The motion passed unanimously.

ADJOURNMENT:

The City Attorney reiterated that Council would meet in executive session for an attorney/client consultation regarding Romano's Macaroni Grill. There was no further business to come before Council, and the meeting adjourned at 8:07 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



**WESTMINSTER**  
**COLORADO**

**Agenda Item 6 A**

Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Proclamation re Red Ribbon Week

**Prepared by:** Linda Yeager, City Clerk

**Recommended City Council Action**

Proclaim October 22 through 30 to be Red Ribbon Week in the City of Westminster.

**Summary Statement**

- Red Ribbon Week is a nationally recognized campaign that serves as a vehicle to promote the creation of a drug-free America.
- As in the past, the City is joining the Westminster Area Community Awareness Action Team, local schools, churches, and area businesses to encourage a drug-free lifestyle.
- Board members of the Westminster Area Community Awareness Action Team will be present to accept this proclamation from Councillor Dittman.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**SUBJECT:** Proclamation re Red Ribbon Week

Page 2

**Policy Issue**

None identified.

**Alternative**

None identified.

**Background Information**

Red Ribbon Week emerged from the creation of Camarena Clubs, which were established in 1985 to honor the memory of Drug Enforcement Agent Enrique “Kiki” Camarena, who was killed in the line of duty.

By wearing red ribbons during the last week in October, Americans demonstrate their ardent opposition to drugs and pay homage to all men and women who have made the ultimate sacrifice in support of our nation’s struggle against drug trafficking and abuse.

Through its participation, the City of Westminster joins thousands of other municipalities throughout the country so that Ribbon by Ribbon...Neighbor by Neighbor...we unite in support of a drug-free youth and a drug-free America.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

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

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

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

**WHEREAS**, The Red Ribbon Campaign will be celebrated in communities across the nation during Red Ribbon Week, October 22 through October 30, 2005; and

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

**WHEREAS**, The City of Westminster commits its resources to ensure the success of the Red Ribbon Campaign.

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim October 22 through October 30, 2005 as**

### **RED RIBBON WEEK**

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

Signed this 24<sup>th</sup> day of October, 2005.

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Nancy McNally, Mayor



## Agenda Item 6 B

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**Subject:** Proclamation re Business Appreciation Week – Week of October 24<sup>th</sup>

**Prepared By:** Susan Grafton, Economic Development Manager

### Recommended City Council Action

Present a proclamation to Business Advisory Group members proclaiming the week of October 24<sup>th</sup> as “Business Appreciation Week” in the City of Westminster

### Summary Statement

- The City of Westminster has long recognized the importance of maintaining a healthy and diverse business community. The success of the City is closely linked to the success of our local businesses. Each year, Westminster hosts an appreciation event for local businesses to recognize their role as essential ingredients to the continued strength, well being, and high quality of life of the City. This year the event will be held on Friday, October 28<sup>th</sup> at the Westminster Conference Center.
- The Mayor, on behalf of City Council, is requested to proclaim the week of October 24<sup>th</sup> as “Business Appreciation Week” in the City of Westminster.
- A representative of the Business Advisory Group will be present at Monday night’s meeting to accept this proclamation from Mayor Pro Tem Tim Kauffman.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Does City Council want to formally acknowledge the important contributions that Westminster businesses make to the community via the attached proclamation?

**Alternative**

City Council could choose to not proclaim the week of October 24<sup>th</sup> as “Business Appreciation Week.”

**Background Information**

On Friday, October 28, 2005 the City of Westminster will host the 15<sup>th</sup> annual Business Appreciation Event. This event recognizes the vital role that local business plays in the success of the City. Local businesses provide employment, shopping, entertainment and recreational opportunities for all citizens. Businesses contribute to the City’s General Fund with revenue generated from sales and use tax and property tax collections. They enrich the quality of life in Westminster by supporting community organizations with financial and in-kind contributions. The high caliber mix of retail, service, and manufacturing establishments found in Westminster is virtually unparalleled in northwest metro Denver.

There are currently approximately 1,800 commercial businesses and 1,100 home occupation businesses located in the City. It is appropriate that they be publicly recognized for their contributions to the community by proclaiming “Business Appreciation Week” and encouraging all citizens to support their local businesses.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS,** The City of Westminster benefits greatly from having a healthy and diverse business community; and

**WHEREAS,** Westminster businesses provide employment, shopping, entertainment and recreational opportunities to its citizens; and

**WHEREAS,** The success of local business in Westminster has also contributed to the City's financial stability, with a large portion of the City's general fund sustained with revenue generated from sales and use tax collections; and

**WHEREAS,** The City of Westminster will be hosting the 15<sup>th</sup> annual Business Appreciation event on Friday, October 28, 2005 to honor the 2,900 commercial and home occupation businesses with the City; and

**WHEREAS,** It is fitting that official recognition be given to the importance that local businesses play in the continued strength and well being of our city.

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the week of October 24, 2005 as**

### **BUSINESS APPRECIATION WEEK**

in the City of Westminster, and encourage all citizens to support local businesses.

Signed this 24<sup>th</sup> day of October, 2005.

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Nancy McNally, Mayor



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Presentation of the International City/County Management Association Certificate of Distinction from the Center for Performance Measurement

**Prepared By:** Mary Joy Barajas, Executive Secretary

**Recommended City Council Action**

Presentation of the International City/County Management Association (ICMA) Certificate of Distinction by Councillor Price to members of the City's Performance Measurement Team.

**Summary Statement**

- This Certificate of Distinction is presented for exceeding the standards established by ICMA for using performance measurement techniques to promote accountability, transparency and quality service delivery to the general public.
- This is the second year in which the City of Westminster was awarded a Certificate of Distinction from ICMA for its performance measurement program. The City was one of thirteen cities nationwide, and the only jurisdiction in Colorado, to receive this award.
- Westminster has been a member of ICMA's Performance Measurement program since 2002. Westminster is among more than 100 cities and counties participating in the ICMA Center for Performance Measurement.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

None identified.

**Alternative**

None identified.

**Background Information**

The City's performance measurement program consists of two parts. One part of the program includes the City of Westminster's internal performance measures that describe City goals and shows year-to-year trends for City programs, divisions and projects. The second part of the program is the City's participation in the International City/County Management Association's (ICMA) Center for Performance Measurement (CPM), which gives the City an opportunity to compare its operations to governmental entities nationwide. CPM citywide and service area comparison cities are chosen according to key criteria such as population, square miles or General Fund operating budget. The City's performance measurement results are posted on the City's website and in the 2005/2006 Adopted Budget document.

The criteria for both the Certificates of Achievement and Distinction were determined by the Center's steering committee and staff. Communities receiving the Certificate of Achievement report performance data to the public through budgets, newsletters, and/or information provided to elected officials. These communities also perform related staff training and data verification efforts to ensure the data's reliability. Communities receiving the Certificate of Distinction have made even greater strides in incorporating performance measurement into the management of their jurisdictions. These communities demonstrate all the criteria stated for the Certificate of Achievement, as well as a commitment to using performance data in strategic planning and management decision-making. With the results they have achieved, these communities, in turn, share their performance measurement knowledge with other local governments through presentations, site-visits, and other networking.

This award was presented to the City at the annual ICMA conference in September held in Minnesota.

Members of the City's Performance Measurement Team will be present Monday evening to accept this award from City Council.

Respectfully submitted,

J. Brent McFall  
City Manager

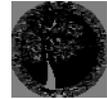


**WESTMINSTER**  
**COLORADO**

**Agenda Item 6 D**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



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

**Prepared By:** Greg Savage, ODP Inspector

**Recommended City Council Action**

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

**Summary Statement**

The nineteenth annual “Award for Excellence in Design and Development” is a program to formally recognize outstanding architectural design, site planning and development taking place in Westminster. Over 200 projects (residential and non-residential buildings) were completed in 2004 and eligible for award consideration. The judging committee chose to present awards to a total of eight projects listed in the Background Section of this memorandum. The judging team included Gary Guinn, developer with Walnut Leaf, LLC; Rich Hoverman, Landscape Architect with Autumn Gold Landscaping; Stan Pouw, Architect with Pouw and Associates; and Eduardo Illenas, Architect with OZ Architecture.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Background Information**

**Awards for Excellence in Design and Development:**

**Project:** Northside Emergency Veterinary Clinic  
**Address:** 945 West 124<sup>th</sup> Avenue  
**Category:** Office  
**Developer:** Mardale LLC  
**Architect:** Keast Architects

**Judges' Comments:** The judges felt that the project had good massing and broke down the form of the building into attractive pieces with a good overall design. Even though there are several different materials used on the building, the judges felt that they were well detailed and well coordinated.

**Project:** Target Superstore  
**Address:** 10445 Reed Street in the Village at Walnut Creek Shopping Center  
**Category:** Commercial  
**Developer:** Target Corporation  
**Architect:** Robert M. Lucius, Architects

**Judges' Comments:** The judges felt that the building design was a good solution for a big box tenant. The developer and architect did a good job of breaking down the large mass into smaller forms with shade structures and variance in the wall plane. The building fits in well with its surroundings. They also liked the use of landscaping planters adjacent to the building and the variety and amount of plant material used throughout the parking lot.

**Project:** Ranch Reserve Plaza Shopping Center  
**Address:** 11255 Decatur Street  
**Category:** Commercial  
**Developer:** Bosch Land Group  
**Architect:** Olson Architecture

**Judges' Comments:** The project is a good example of four-sided design and the judges especially liked the way the building stepped back along the street frontage at the side facing the residential area. The materials and forms used fit in well with the adjacent residential units. The developer used several water-wise plants and did a good job of landscaping the parking islands.

**Project:** Bradburn Village Live-Work units  
**Address:** 11852 - 11864 Bradburn Blvd.  
**Category:** Multi-Family Residential  
**Developer:** Sunburst Design, LLC  
**Architect:** Whitten Design Group, LLC

**Judges' Comments:** The judges felt that this is a difficult housing concept to do correctly and that this building was well done. The designer did a good job of setting back the third floor to provide outdoor space for the occupant while still keeping the building close to the street for easy access to the work spaces. The flat roofs and more urban materials relate well to the commercial buildings located just north of this building.

**Project:** Custom Home  
**Address:** 11758 Bradburn Blvd.  
**Category:** Single-Family Detached Custom Residential  
**Developer:** Sunburst Design, LLC  
**Architect:** Whitten Design Group, LLC

**Judges' Comments:** The judges felt that this house was well detailed from all sides and the design integrated the garage well with the main structure. They also felt that the three car garage was well done, especially since it is accessed from the alley.

**Project:** Custom Home  
**Address:** 11746 Bradburn Blvd.  
**Category:** Single-Family Detached Custom Residential  
**Developer:** Essex Development  
**Architect:** Studio Works Design

**Judges' Comments:** The house used bold colors and was well done. The color and detailing used on the house added to the design and the wrap around porch provided a good opportunity for the residents to interact with the neighbors and create a sense of community.

**Project:** Bradburn Village Postal Facility  
**Address:** 4187 Main Street  
**Developer:** Continuum Bruchez Associates  
**Architect:** Architecture Denver  
**Contractor:** Carmel Companies

**Judges' Comments:** The judges thought that the location of the structure helped reinforce the sense of community by having one location for all residents to pick up their mail. They also thought that the simple structure was well detailed and used quality materials.

**One project received an award for Excellence in Site Planning Design**

**Project:** The Clubhouse Amenity Area in The Village at Harmony Park Subdivision  
**Address:** 1965 West 130<sup>th</sup> Drive  
**Developer:** Neumann Homes  
**Site Designer:** DTJ Design  
**Landscape Architect:** Staller & Henry, Inc.

**Judges' Comments:** The judges felt that the project was well designed from a site planning standpoint. The area is completely surrounded by houses yet has visibility from Harmony Parkway, the main street through the subdivision, and Amherst Park. It is easily accessed both on foot and by car with on-street parking surrounding the area. The adjacent playground adds to the amenities available to residents. The building is simple yet looks good from the various entry points from the subdivision. The area also includes a picnic gazebo, sand volleyball court and play space.

Every year, as part of the Excellence in Design and Development awards program, the City recognizes developers and architects of new projects whose projects reflect the type of design and development the City encourages. To qualify for design award consideration, projects must be completed (issued certificates of occupancy) during that design award year. Projects eligible for consideration for the awards presented this year were completed in 2004.

Beginning in early spring after most projects have been fully landscaped, Planning Division staff photographed all eligible projects and invited a team of architects, developers, and landscape architects familiar with the City to view project slides and choose the award recipients. Due to the high rate of building activity, the judging committee reviewed over 200 slides of new non-residential projects, housing models and custom homes. The judges are not required to choose a project in each category and may select more than one project in any of the categories. The judges made site visits to projects they wished to see in the field. After discussion of the merits and weaknesses, they selected the projects that represented outstanding design, development and site planning in 2004.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Financial Report for September 2005

**Prepared By:** Tammy A. Hitchens, Finance Director

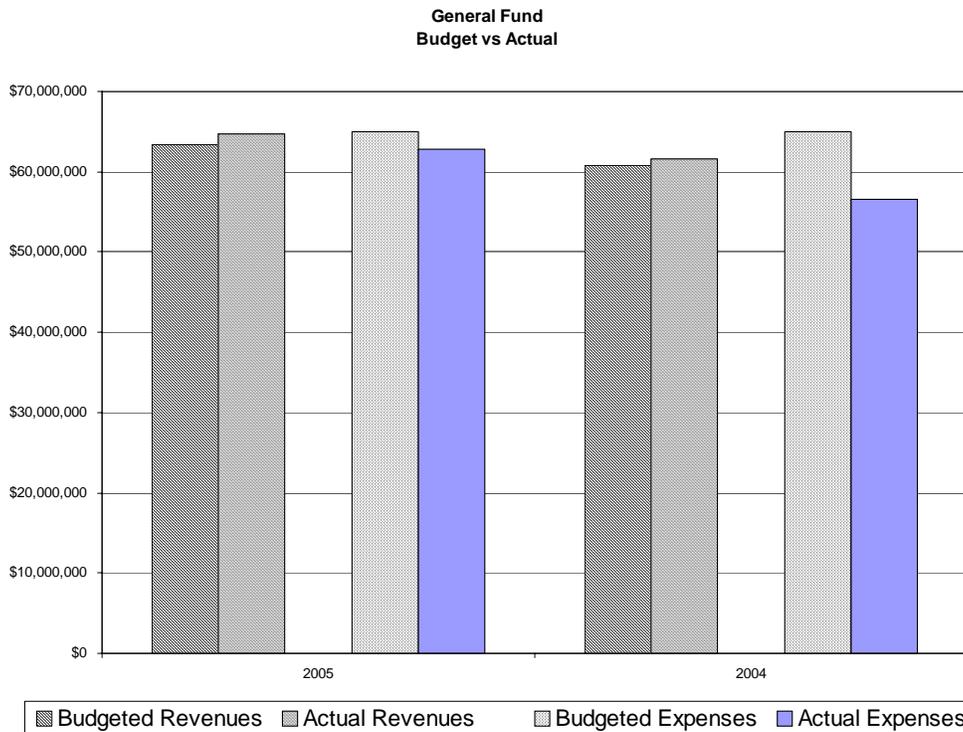
**Recommended City Council Action**

Accept the Financial Report for September as presented.

**Summary Statement**

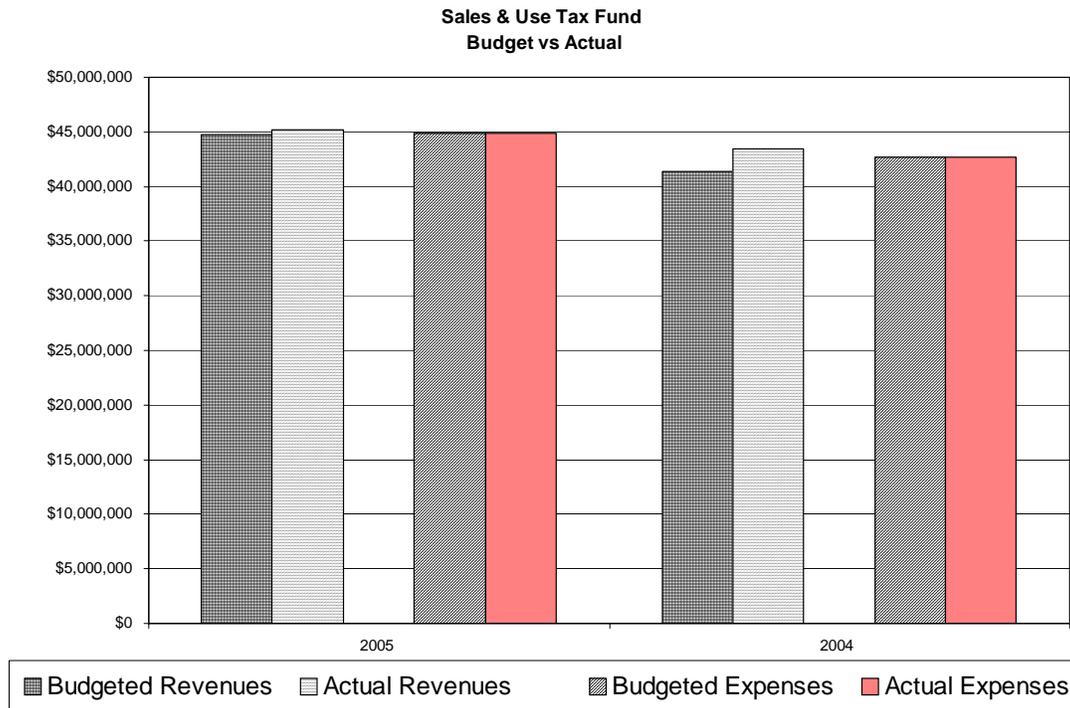
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 4-year historical averages.

The General Fund revenues exceed expenditures by \$1,896,000. The following graph represents Budget vs. Actual for 2004 – 2005.

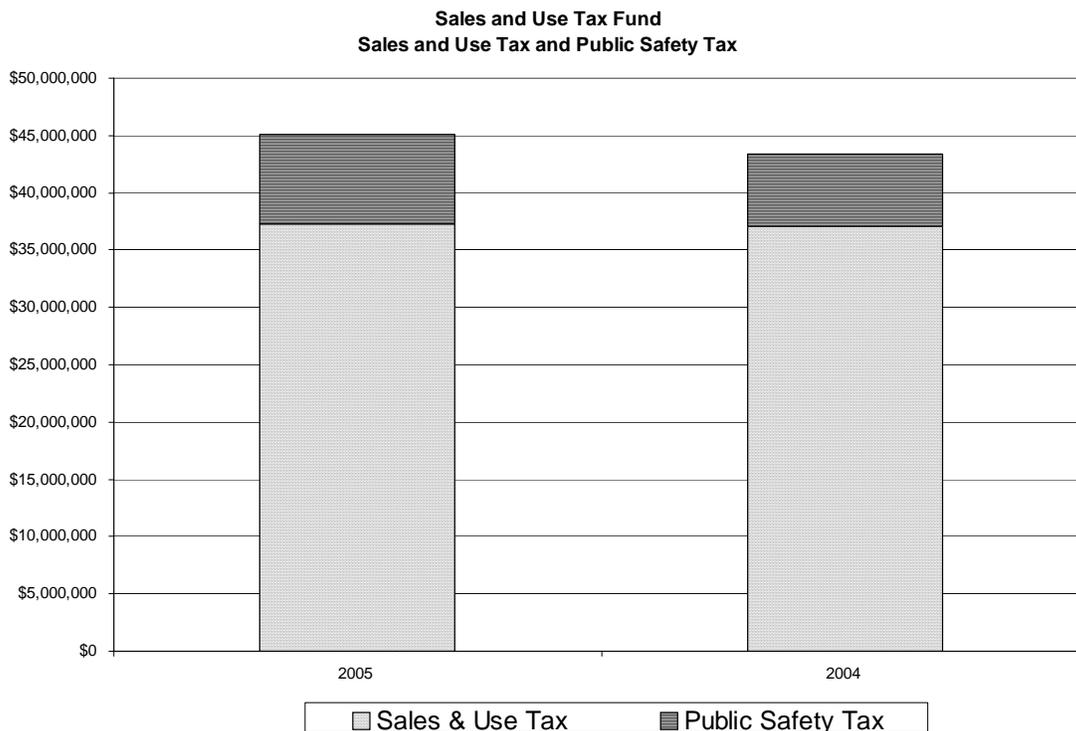


The Sales and Use Tax Fund's revenues exceed expenditures by \$281,000.

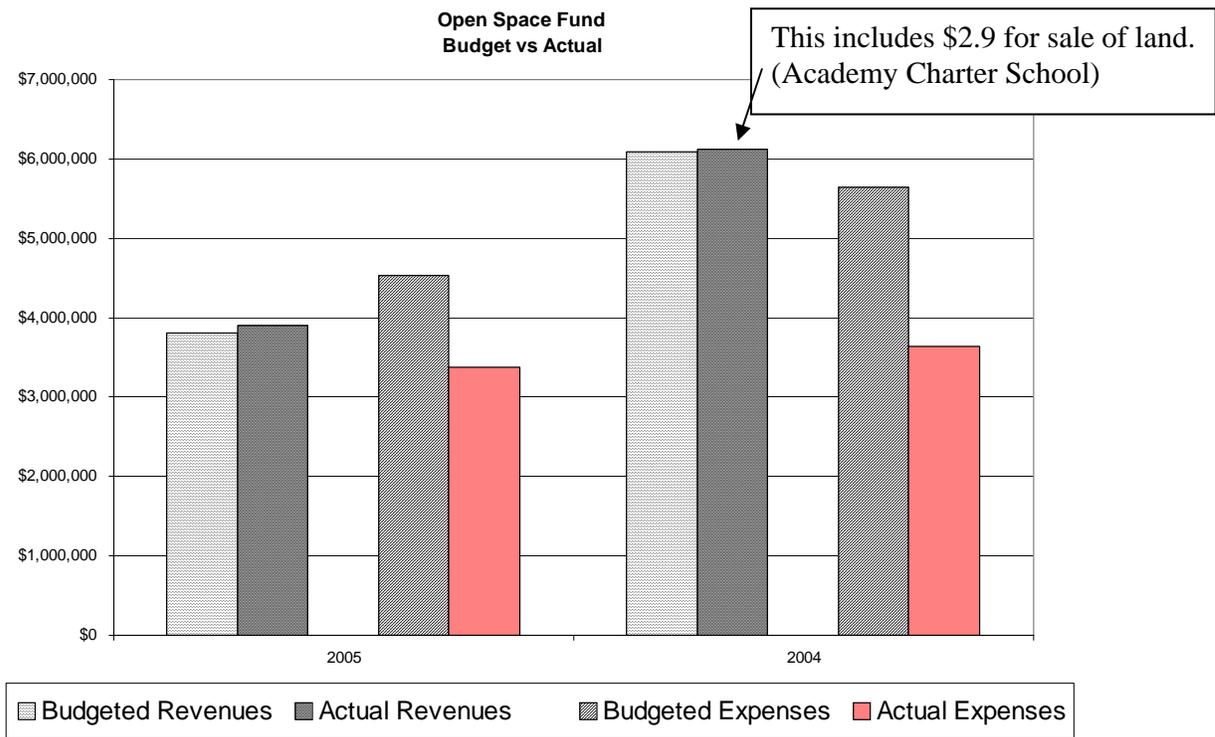
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 4%. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are up 0.2%.
- The top 50 Sales Taxpayers, who represent about 63% of all collections, were up 3.3%. This includes Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 8%.



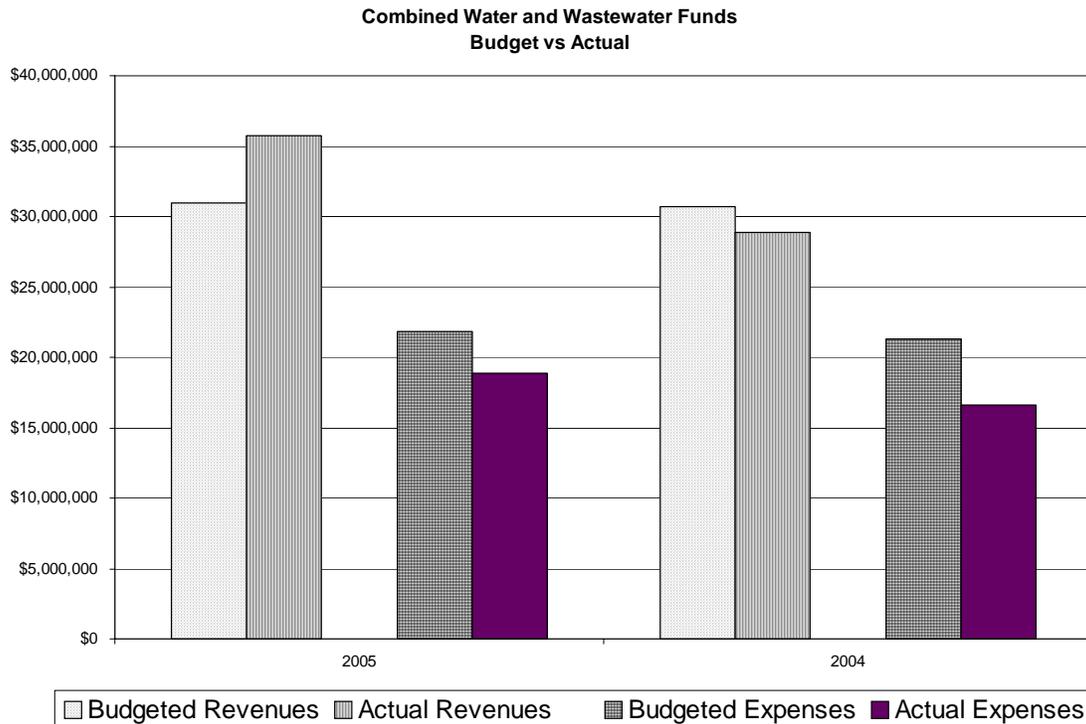
The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.



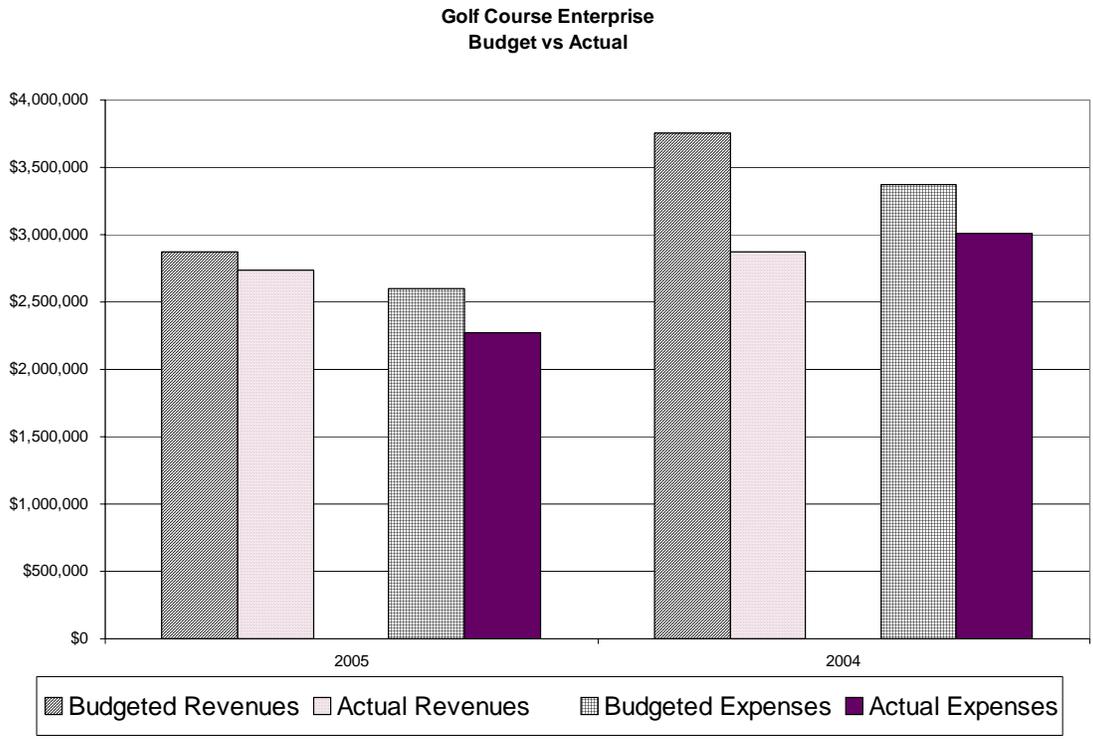
The Open Space Fund revenues exceed expenditures by \$525,000.



The combined Water & Wastewater Funds' revenues exceed expenses by \$16,896,000. Included in this figure is over \$8.5 million in tap fees.



The combined Golf Course Funds' revenues are over expenditures by \$464,000. However it should be noted that the Heritage Golf Course will be making a debt payment of \$341,920 in December. The Golf Course Fund continues to be challenged with the debt service payments.



**Policy Issue**

A monthly review of the City’s financial position is the standard City Council practice; the City Charter requires the City Manager to report to City Council on a quarterly basis.

**Alternative**

Conduct a quarterly review. This is not recommended, as the City’s budget and financial position are large and complex, warranting a monthly review by the City Council.

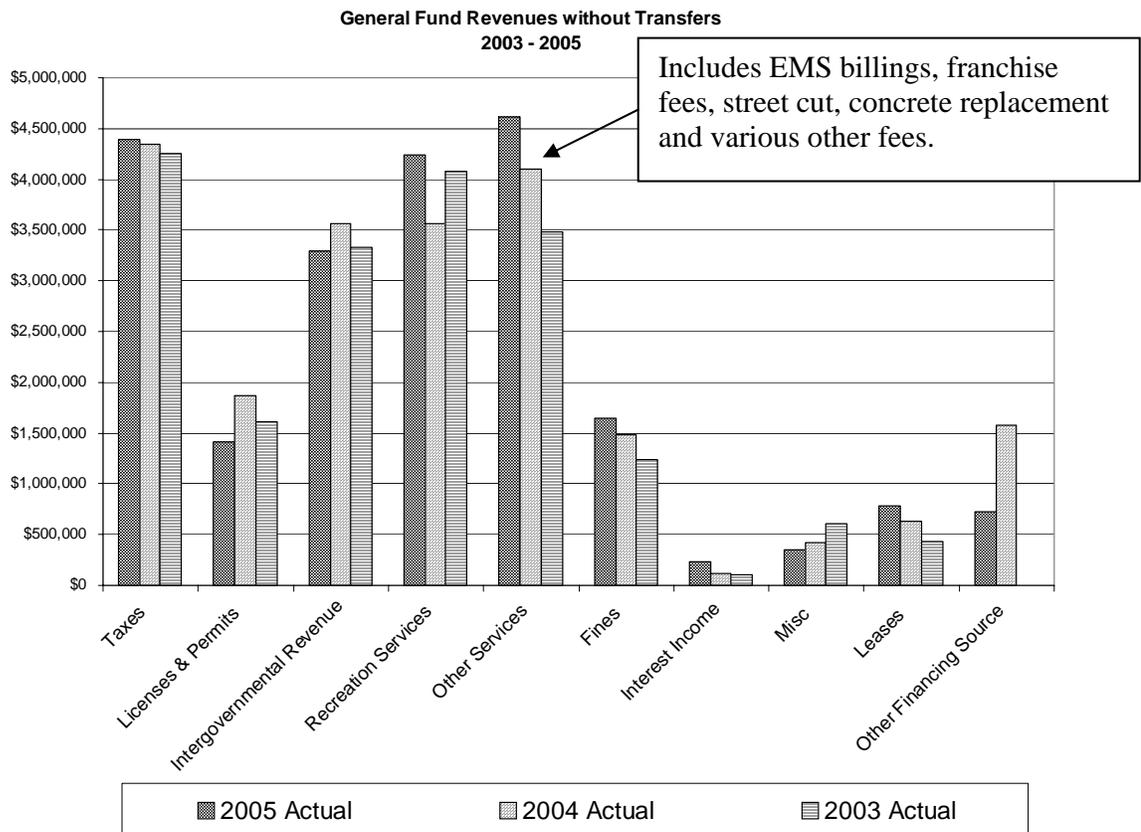
**Background Information**

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

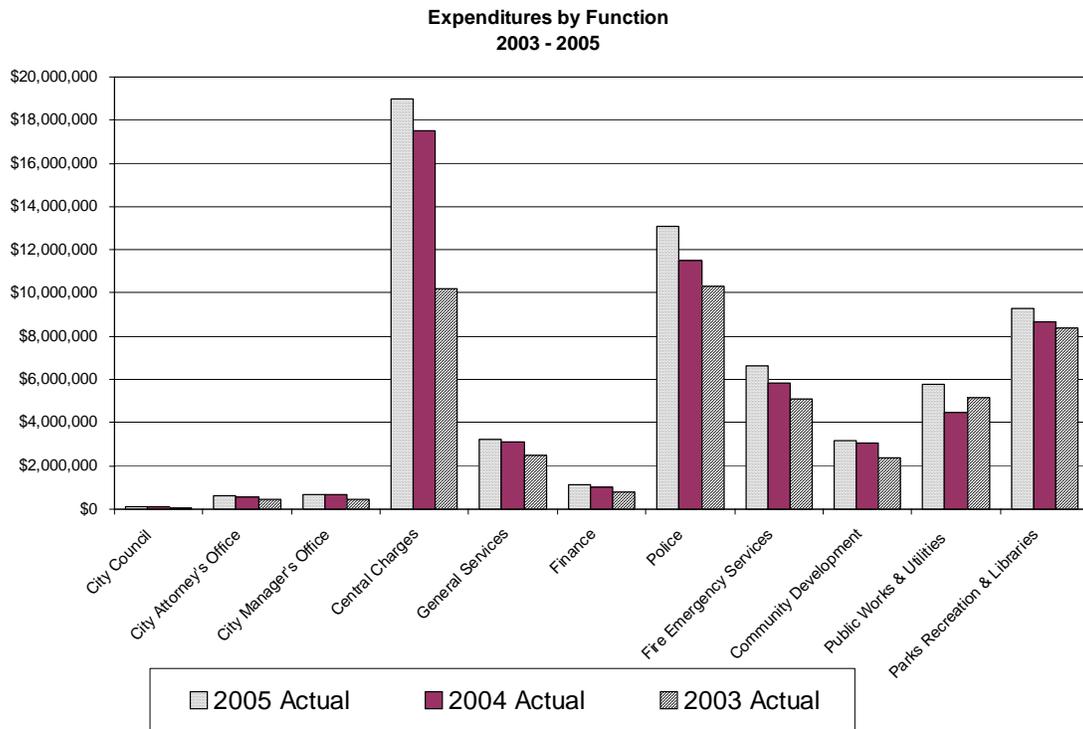
**General Fund**

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

The following chart represents the trend in actual revenues from 2003 – 2005 year-to-date.



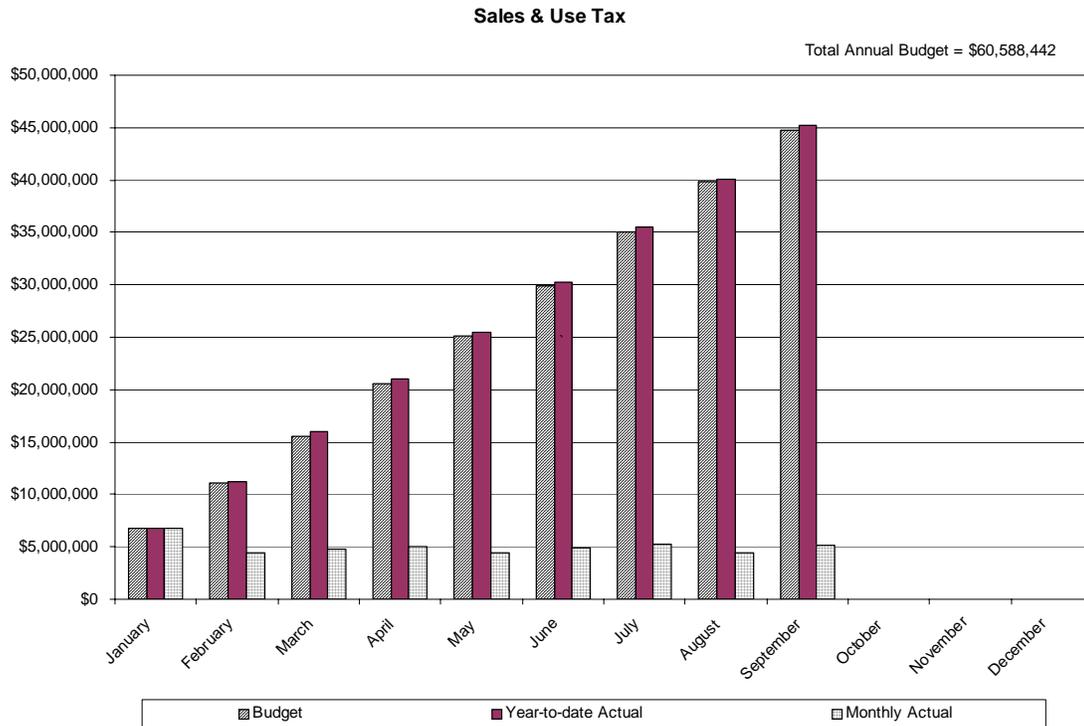
The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending in the General Fund for 2003 –2005.



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

These funds are the repositories for the 3.85% City Sales & Use Tax for the City. The Sales & Use Tax Fund provides monies for the General Fund, the Capital Project Fund and the Debt Service Fund. The Open Space Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, buy open space, and make park improvements on a pay-as-you-go basis. The Public Safety Tax (PST) is a 0.6% sales and use tax to be used to fund public safety-related expenses.

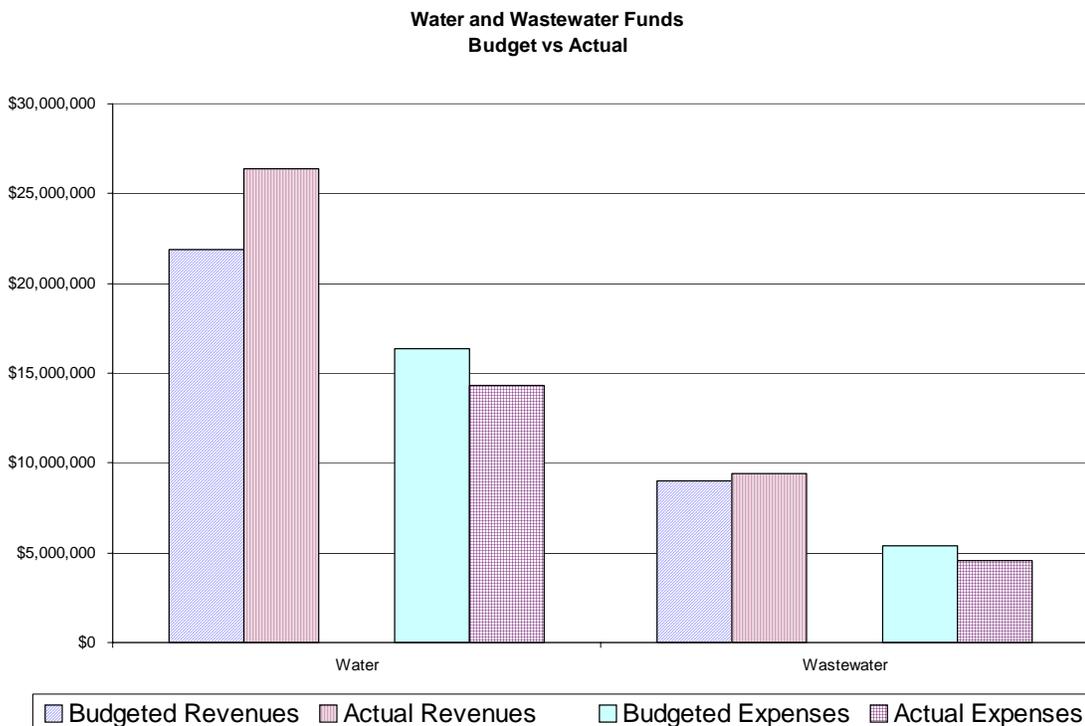
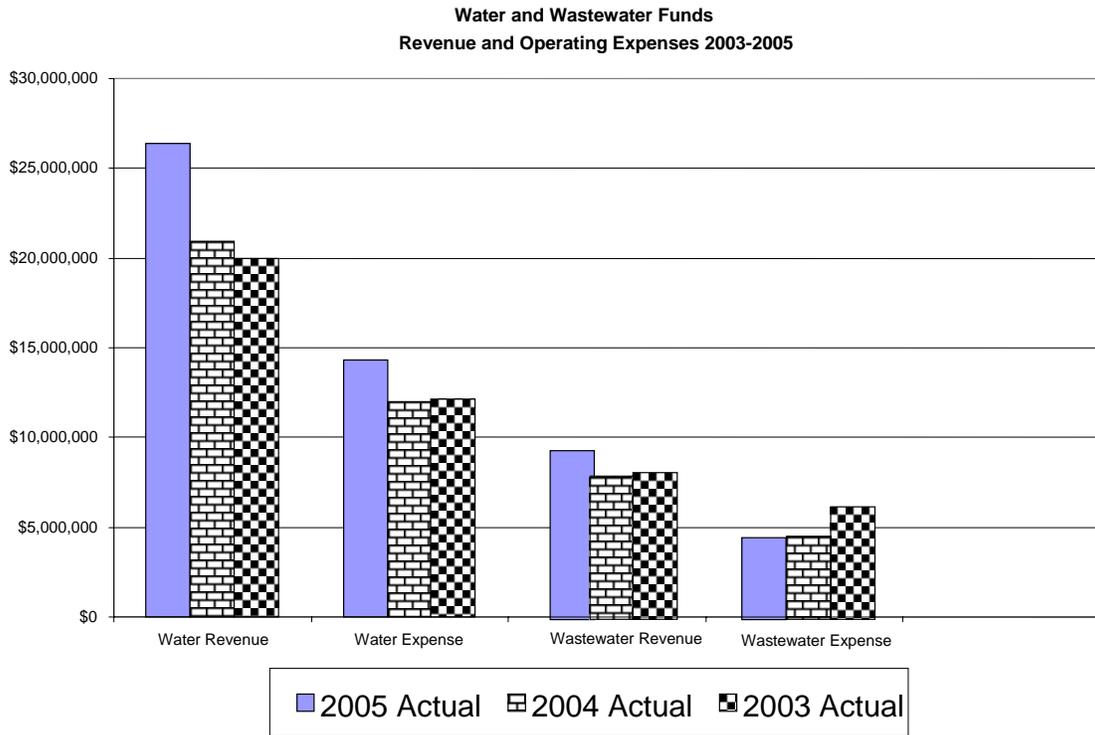
This chart indicates how the City’s Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Open Space Sales & Use Tax.



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

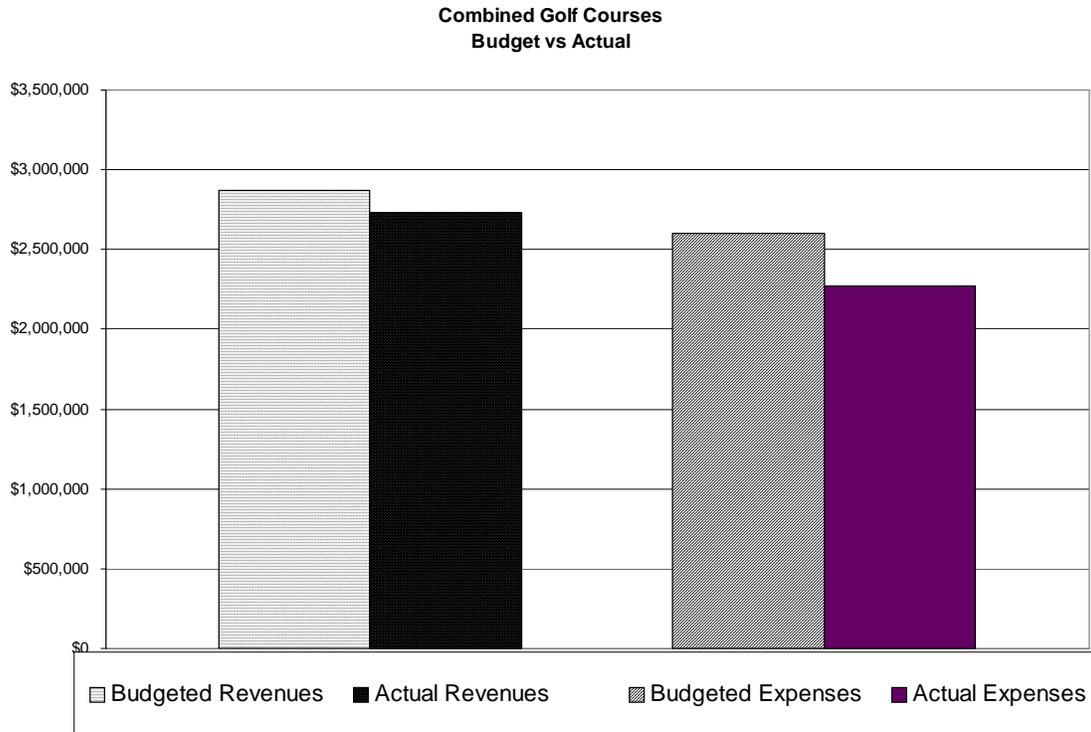
This fund reflects the operating results of the City’s water, wastewater and storm water systems. It is important to note that net operating revenues are used to fund capital projects.

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

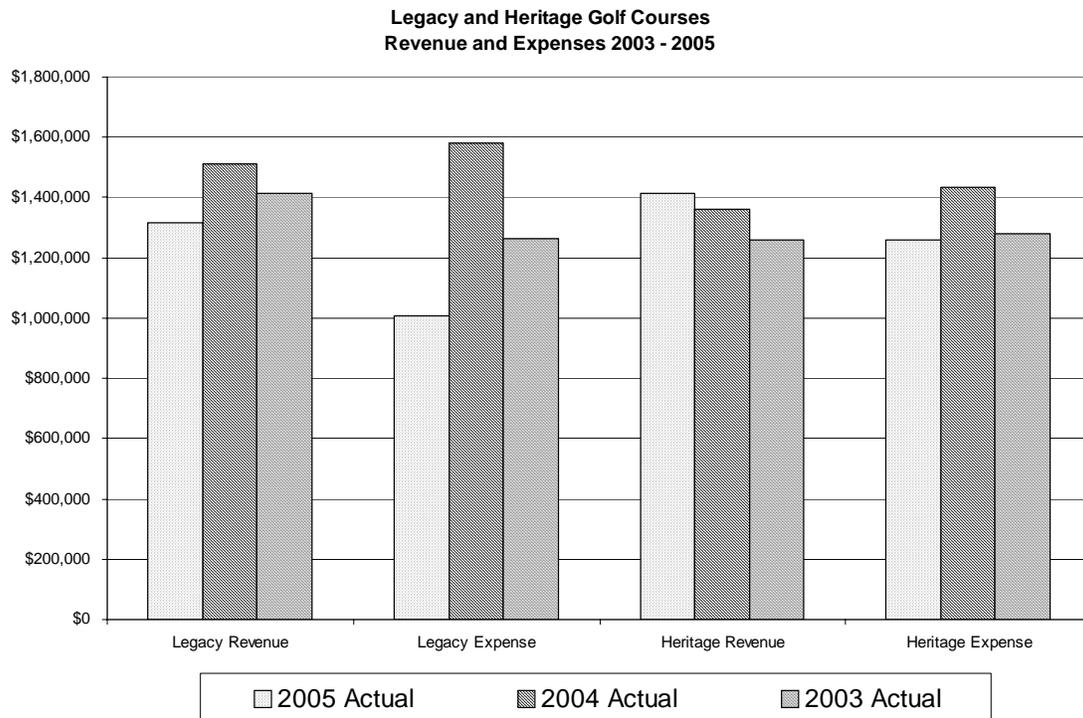


**Golf Course Enterprise (Legacy and Heritage Golf Courses)**

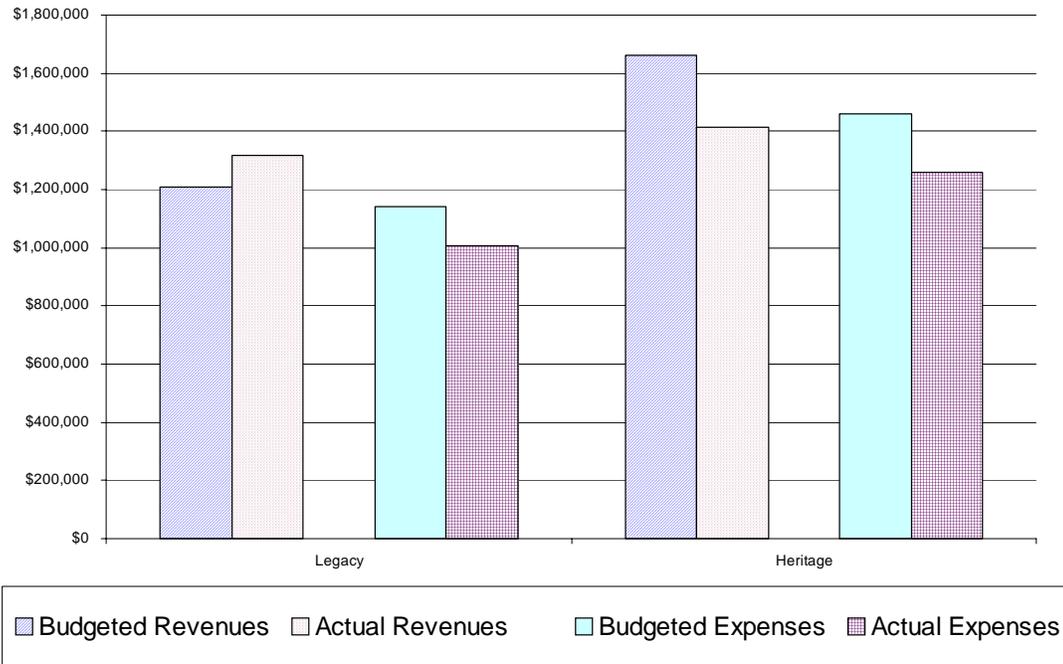
This enterprise reflects the operations of the City’s two municipal golf courses. On October 11, 2004, City Council approved a four-point program to provide relief to the golf courses over the coming years.



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



**Legacy and Heritage Golf Courses  
Budget vs Actual**



Respectfully submitted,

J. Brent McFall  
City Manager

Attachments -  
Statement  
Receipts

**City of Westminster  
Financial Report  
For the Nine Months Ending September 30, 2005**

| Description                   | Budget            | Pro-rated<br>for Seasonal<br>Flows | Notes | Actual            | (Under) Over<br>Budget<br>Pro-rated | %<br>Pro-Rated<br>Budget |
|-------------------------------|-------------------|------------------------------------|-------|-------------------|-------------------------------------|--------------------------|
| <b>Sales and Use Tax Fund</b> |                   |                                    |       |                   |                                     |                          |
| <b>Revenues</b>               |                   |                                    |       |                   |                                     |                          |
| Sales Tax                     |                   |                                    |       |                   |                                     |                          |
| Sales Tax Returns             | 39,979,309        | 30,150,964                         |       | 30,203,284        | 52,320                              | 100%                     |
| Sales Tx Audit Revenues       | 545,000           | 437,350                            |       | 513,149           | 75,799                              | 117%                     |
| S-T Rev. STX                  | <u>40,524,309</u> | <u>30,588,314</u>                  |       | <u>30,716,433</u> | <u>128,119</u>                      | <u>100%</u>              |
| Use Tax                       |                   |                                    |       |                   |                                     |                          |
| Use Tax Returns               | 9,712,377         | 6,804,892                          |       | 6,116,763         | (688,129)                           | 90%                      |
| Use Tax Audit Revenues        | 500,000           | 393,500                            |       | 493,231           | 99,731                              | 125%                     |
| S-T Rev. UTX                  | <u>10,212,377</u> | <u>7,198,392</u>                   |       | <u>6,609,994</u>  | <u>(588,398)</u>                    | <u>92%</u>               |
| Total STX and UTX             | <u>50,736,686</u> | <u>37,786,706</u>                  |       | <u>37,326,427</u> | <u>(460,279)</u>                    | <u>99%</u>               |
| Public Safety Tax             |                   |                                    |       |                   |                                     |                          |
| PST Tax Returns               | 9,067,240         | 6,756,532                          |       | 7,711,526         | 954,994                             | 114%                     |
| PST Audit Returns             | 209,000           | 166,170                            |       | 81,806            | (84,364)                            | 49%                      |
| Total Rev. PST                | <u>9,276,240</u>  | <u>6,922,702</u>                   |       | <u>7,793,332</u>  | <u>870,630</u>                      | <u>113%</u>              |
| Total Interest Income         | <u>119,572</u>    | <u>89,679</u>                      |       | <u>48,638</u>     | <u>(41,041)</u>                     | <u>54%</u>               |
| Carryover                     | 455,944           | -                                  |       | -                 | -                                   | -                        |
| Total Revenues                | <u>60,588,442</u> | <u>44,799,087</u>                  |       | <u>45,168,397</u> | <u>369,310</u>                      | <u>101%</u>              |
| <b>Expenditures</b>           |                   |                                    |       |                   |                                     |                          |
| Central Charges               | <u>60,588,442</u> | <u>44,887,892</u>                  |       | <u>44,887,892</u> | <u>-</u>                            | <u>100%</u>              |
| Revenues Over(Under) Expenses | <u>0</u>          | <u>(88,805)</u>                    |       | <u>280,505</u>    | <u>369,310</u>                      |                          |

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF SEPTEMBER 2005

| Center<br>Location<br>Major Tenant  | /----- Current Month -----/ |                |         | /----- Last Year -----/ |                |             | /---- %Change ----/ |       |     |
|---|-----------------------------|----------------|---------|-------------------------|----------------|-------------|---------------------|-------|-----|
|   | General<br>Sales            | General<br>Use | Total   | General<br>Sales        | General<br>Use | Total Sales | Use                 | Total |     |
| WESTMINSTER MALL<br>88TH & SHERIDAN<br>5 DEPARTMENT STORES                    | 458,957                     | 2,087          | 461,044 | 542,533                 | 4,072          | 546,605     | -15                 | -49   | -16 |
| WESTFIELD SHOPPING CENTER<br>NW CORNER 92ND & SHER<br>WALMART                 | 276,134                     | 15,734         | 291,868 | 335,135                 | 1,567          | 336,701     | -18                 | 904   | -13 |
| CITY CENTER MARKETPLACE<br>NE CORNER 92ND & SHERIDAN<br>COMP USA/CIRCUIT CITY | 206,221                     | 430            | 206,651 | 206,284                 | 4,779          | 211,063     | 0                   | -91   | -2  |
| NORTHWEST PLAZA<br>SW CORNER 92 & HARLAN<br>COSTCO                            | 194,364                     | 804            | 195,168 | 190,052                 | 733            | 190,784     | 2                   | 10    | 2   |
| BROOKHILL I & II<br>N SIDE 88TH OTIS TO WADS<br>HOME DEPOT                    | 174,195                     | 14,303         | 188,497 | 193,522                 | 1,358          | 194,880     | -10                 | 953   | -3  |
| PROMENADE SOUTH/NORTH<br>S/N SIDES OF CHURCH RANCH BLVD<br>SHANE/AMC          | 132,178                     | 31,541         | 163,719 | 101,969                 | 20,901         | 122,870     | 30                  | 51    | 33  |
| SHERIDAN CROSSING<br>SE CORNER 120TH & SHER<br>ALBERTSONS                     | 156,671                     | 6,962          | 163,633 | 147,684                 | 4,441          | 152,125     | 6                   | 57    | 8   |
| SHOPS AT WALNUT CREEK<br>104TH & REED<br>TARGET                               | 107,689                     | 406            | 108,095 | 0                       | 14,528         | 14,528      | *****               | -97   | 644 |
| VILLAGE AT THE MALL<br>S SIDE 88TH DEPEW-HARLAN<br>TOYS 'R US                 | 84,419                      | 2,278          | 86,697  | 34,973                  | 286            | 35,259      | 141                 | 697   | 146 |
| NORTH PARK PLAZA<br>SW CORNER 104TH & FEDERAL<br>KING SOOPERS                 | 84,462                      | 96             | 84,558  | 90,461                  | 134            | 90,595      | -7                  | -28   | -7  |
| STANDLEY SHORES CENTER<br>SW CORNER 100TH & WADS<br>KING SOOPERS              | 68,643                      | 432            | 69,075  | 73,563                  | 24             | 73,587      | -7                  | 1715  | -6  |
| WILLOW RUN<br>128TH & ZUNI<br>SAFEWAY   | 57,044                      | 322            | 57,366  | 48,938                  | 251            | 49,189      | 17                  | 28    | 17  |
| STANDLEY LAKE MARKETPLACE<br>NE CORNER 99TH & WADSWORTH<br>SAFEWAY            | 56,451                      | 117            | 56,568  | 56,916                  | 354            | 57,270      | -1                  | -67   | -1  |
| OFFICE MAX CENTER<br>SW CORNER 88TH & SHER<br>OFFICE MAX                      | 56,299                      | 158            | 56,457  | 63,042                  | 242            | 63,283      | -11                 | -35   | -11 |
| WESTMINSTER PLAZA<br>FEDERAL-IRVING 72ND-74TH                                 | 49,436                      | 324            | 49,760  | 50,057                  | 205            | 50,261      | -1                  | 58    | -1  |

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF SEPTEMBER 2005

| Center<br>Location<br>Major Tenant                                     | /----- Current Month -----/ |                |           | /----- Last Year -----/ |                |           | /--- %Change ---/ |       |       |
|--|-----------------------------|----------------|-----------|-------------------------|----------------|-----------|-------------------|-------|-------|
|  | General<br>Sales            | General<br>Use | Total     | General<br>Sales        | General<br>Use | Total     | Sales             | Use   | Total |
| SAFEWAY<br>NORTHVIEW<br>S SIDE 92ND YATES-SHER<br>ALBERTSONS           | 43,933                      | 95             | 44,029    | 48,977                  | 198            | 49,176    | -10               | -52   | -10   |
| VILLAGE AT PARK CENTRE<br>NW CORNER 120TH & HURON<br>CB & POTTS        | 41,421                      | 288            | 41,708    | 41,652                  | 817            | 42,469    | -1                | -65   | -2    |
| LUCENT/KAISER CORRIDOR<br>112-120 HURON - FEDERAL<br>LUCENT TECHNOLOGY | 11,433                      | 25,492         | 36,925    | 13,247                  | 39,897         | 53,145    | -14               | -36   | -31   |
| FEDERAL STRIP<br>W SIDE FEDERAL 68TH-72ND<br>BOVAS                     | 35,742                      | 21             | 35,764    | 28,767                  | 35             | 28,802    | 24                | -40   | 24    |
| MISSION COMMONS<br>W SIDE WADSWORTH 88-90TH<br>GATEWAY COMPUTERS       | 34,696                      | 0              | 34,696    | 17,392                  | 1              | 17,393    | 99                | -74   | 99    |
| GREEN ACRES<br>NORTH SIDE 112TH SHER-FED<br>CONOCO/FRCC                | 33,512                      | 0              | 33,512    | 34,004                  | 0              | 34,004    | -1                | ***** | -1    |
| HIDDEN LAKE<br>NE CORNER 72 & SHERIDAN<br>ALBERTSONS                   | 29,946                      | 44             | 29,990    | 35,217                  | 407            | 35,624    | -15               | -89   | -16   |
| WESTMINSTER SQUARE<br>NW CORNER 74TH & FED<br>ARC THRIFT STORE         | 28,086                      | 320            | 28,406    | 24,073                  | 34             | 24,107    | 17                | 842   | 18    |
| STANDLEY PLAZA<br>SW CORNER 88TH & WADS<br>WALGREENS                   | 25,576                      | 609            | 26,186    | 24,861                  | 3,160          | 28,021    | 3                 | -81   | -7    |
| ELWAY/DOUGLAS CORRIDOR<br>NE CORNER 104TH & FED<br>ELWAY MOTORS        | 23,842                      | 442            | 24,285    | 21,958                  | 418            | 22,376    | 9                 | 6     | 9     |
|  | 2,471,351                   | 103,304        | 2,574,656 | 2,425,277               | 98,841         | 2,524,118 | 2                 | 5     | 2     |

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF SEPTEMBER 2005

| Center<br>Location<br>Major Tenant  | YTD 2005         |                |           | YTD 2004         |                |             | %Change |       |      |
|---|------------------|----------------|-----------|------------------|----------------|-------------|---------|-------|------|
|   | General<br>Sales | General<br>Use | Total     | General<br>Sales | General<br>Use | Total Sales | Use     | Total |      |
| WESTMINSTER MALL<br>88TH & SHERIDAN<br>5 DEPARTMENT STORES                    | 3,960,046        | 30,190         | 3,990,235 | 4,280,367        | 61,039         | 4,341,407   | -7      | -51   | -8   |
| WESTFIELD SHOPPING CENTER<br>NW CORNER 92ND & SHER<br>WALMART                 | 2,854,705        | 60,572         | 2,915,277 | 3,420,444        | 18,391         | 3,438,835   | -17     | 229   | -15  |
| CITY CENTER MARKETPLACE<br>NE CORNER 92ND & SHERIDAN<br>COMP USA/CIRCUIT CITY | 2,073,007        | 9,361          | 2,082,367 | 2,078,900        | 35,049         | 2,113,949   | 0       | -73   | -1   |
| NORTHWEST PLAZA<br>SW CORNER 92 & HARLAN<br>COSTCO                            | 1,953,557        | 3,743          | 1,957,300 | 1,959,460        | 5,008          | 1,964,468   | 0       | -25   | 0    |
| BROOKHILL I & II<br>N SIDE 88TH OTIS TO WADS<br>HOME DEPOT                    | 1,763,842        | 40,849         | 1,804,691 | 1,754,869        | 22,449         | 1,777,318   | 1       | 82    | 2    |
| SHERIDAN CROSSING<br>SE CORNER 120TH & SHER<br>ALBERTSONS                     | 1,490,837        | 29,997         | 1,520,835 | 1,328,725        | 36,779         | 1,365,505   | 12      | -18   | 11   |
| PROMENADE SOUTH/NORTH<br>S/N SIDES OF CHURCH RANCH BLVD<br>SHANE/AMC          | 1,133,396        | 248,539        | 1,381,935 | 967,851          | 188,672        | 1,156,523   | 17      | 32    | 19   |
| SHOPS AT WALNUT CREEK<br>104TH & REED<br>TARGET                               | 908,644          | 20,405         | 929,049   | 0                | 54,853         | 54,853      | *****   | -63   | 1594 |
| VILLAGE AT THE MALL<br>S SIDE 88TH DEPEW-HARLAN<br>TOYS 'R US                 | 875,295          | 43,925         | 919,219   | 424,727          | 3,740          | 428,467     | 106     | 1074  | 115  |
| NORTH PARK PLAZA<br>SW CORNER 104TH & FEDERAL<br>KING SOOPERS                 | 852,521          | 6,334          | 858,855   | 949,064          | 2,587          | 951,651     | -10     | 145   | -10  |
| STANDLEY SHORES CENTER<br>SW CORNER 100TH & WADS<br>KING SOOPERS              | 706,379          | 5,340          | 711,719   | 743,510          | 4,901          | 748,411     | -5      | 9     | -5   |
| OFFICE MAX CENTER<br>SW CORNER 88TH & SHER<br>OFFICE MAX                      | 570,058          | 5,767          | 575,825   | 462,985          | 3,511          | 466,496     | 23      | 64    | 23   |
| STANDLEY LAKE MARKETPLACE<br>NE CORNER 99TH & WADSWORTH<br>SAFeway            | 518,649          | 1,902          | 520,551   | 558,869          | 2,804          | 561,673     | -7      | -32   | -7   |
| WILLOW RUN<br>128TH & ZUNI<br>SAFeway   | 505,101          | 11,607         | 516,708   | 474,691          | 5,120          | 479,811     | 6       | 127   | 8    |
| MISSION COMMONS<br>W SIDE WADSWORTH 88-90TH                                   | 480,490          | 5,640          | 486,130   | 258,047          | 302            | 258,350     | 86      | 1765  | 88   |

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF SEPTEMBER 2005

| Center<br>Location<br>Major Tenant  | YTD 2005         |                |            | YTD 2004         |                |            | %Change |     |       |
|---|------------------|----------------|------------|------------------|----------------|------------|---------|-----|-------|
|   | General<br>Sales | General<br>Use | Total      | General<br>Sales | General<br>Use | Total      | Sales   | Use | Total |
| GATEWAY COMPUTERS<br>WESTMINSTER PLAZA<br>FEDERAL-IRVING 72ND-74TH<br>SAFEWAY | 471,058          | 6,941          | 477,998    | 504,386          | 2,991          | 507,377    | -7      | 132 | -6    |
| NORTHVIEW<br>S SIDE 92ND YATES-SHER<br>ALBERTSONS                             | 407,870          | 4,697          | 412,568    | 455,528          | 3,267          | 458,795    | -10     | 44  | -10   |
| VILLAGE AT PARK CENTRE<br>NW CORNER 120TH & HURON<br>CB & POTTS               | 380,629          | 3,389          | 384,018    | 345,449          | 6,040          | 351,489    | 10      | -44 | 9     |
| HIDDEN LAKE<br>NE CORNER 72 & SHERIDAN<br>ALBERTSONS                          | 305,718          | 3,101          | 308,818    | 341,760          | 2,791          | 344,551    | -11     | 11  | -10   |
| BROOKHILL IV<br>E SIDE WADS 90TH-92ND<br>MEDIA PLAY                           | 289,662          | 2,541          | 292,203    | 336,762          | 1,382          | 338,145    | -14     | 84  | -14   |
| ELWAY/DOUGLAS CORRIDOR<br>NE CORNER 104TH & FED<br>ELWAY MOTORS               | 237,877          | 13,641         | 251,519    | 233,423          | 4,719          | 238,142    | 2       | 189 | 6     |
| STANDLEY PLAZA<br>SW CORNER 88TH & WADS<br>WALGREENS                          | 230,639          | 11,870         | 242,509    | 228,858          | 22,822         | 251,680    | 1       | -48 | -4    |
| WESTMINSTER SQUARE<br>NW CORNER 74TH & FED<br>ARC THRIFT STORE                | 224,638          | 7,807          | 232,445    | 216,150          | 2,296          | 218,446    | 4       | 240 | 6     |
| SUMMIT SQUARE<br>NE CORNER 84TH & FED<br>SAFEWAY                              | 196,649          | 1,283          | 197,932    | 214,319          | 7,411          | 221,729    | -8      | -83 | -11   |
| FEDERAL STRIP<br>W SIDE FEDERAL 68TH-72ND<br>BOVAS                            | 183,910          | 270            | 184,180    | 192,350          | 216            | 192,566    | -4      | 25  | -4    |
|   | 23,575,175       | 579,711        | 24,154,886 | 22,731,494       | 499,144        | 23,230,637 | 4       | 16  | 4     |



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



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

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

**Recommended City Council Action**

Authorize the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2006 with an effective date of November 1, 2005, and automatic renewal for 2007 unless terminated by City Council.

**Summary Statement**

- City Council is requested to approve a revised employment agreement with Brent McFall for services as City Manager beginning November 1, 2005, with annual salary and benefit changes effective January 1, 2006. The agreement will be automatically renewed for 2007 unless it is terminated by City Council no later than October 31, 2006.
- Under the proposed revised agreement, Mr. McFall's combined salary and deferred compensation will be \$177,316, which represents a three percent increase over his annual compensation for 2005. The agreement also provides for a one-time \$15,000 bonus payable in 2005 and an increase in General Leave benefits.
- The proposed agreement with Mr. McFall is similar to the current employment agreement with the exceptions of the total allocated for base compensation and bonus, changes in the employee's General Leave benefit and the change in the effective dates for the contract.

**Expenditure Required:** \$15,000 -- 2005  
\$177,316, plus the cost of other fringe benefits as described in the attached employment agreement -- 2006

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

**Policy Issue**

Whether to continue essentially the same employment agreement with J. Brent McFall for 2006.

**Alternative**

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

**Background Information:**

J. Brent McFall has been employed as City Manager since May 21, 2001. His previous experience includes holding city manager or city administrator positions in Merriam, Kansas; Emporia, Kansas; Federal Way, Washington; and Kent, Washington. Mr. McFall is an active member of both the International City County Management Association and the Colorado City/County Managers' Association. At the International City County Management Association Conference in September, Mr. McFall was presented with the Edwin O. Stene Award for Managerial Excellence by University of Kansas City Managers Alumni (also known as KUCIMATS – Kansas University City Managers and Trainees). The award recognized Mr. McFall's outstanding accomplishments over thirty years as chief executive in five cities.

The past twelve months have seen a number of significant accomplishments in which Mr. McFall played a key role. The Orchard Town Center came one step closer to reality with the commitments from the four major anchors, the start of construction on the Center itself in August and the beginning of several large public improvements including the expansion of Huron Street north of 128<sup>th</sup> Avenue and finalizing of design and letting of the construction contracts for the interchange at 144<sup>th</sup> and Interstate 25.

Other development highlights included the ground-breaking for Lowe's and Wal-Mart at 136<sup>th</sup> Avenue and I-25, further construction of the Shops at Walnut Creek and commencement of the expansion of St. Anthony North Hospital. Major redevelopment is occurring in South Westminster with the reconstruction of the Laonte Center, continued improvements to the streetscape on Meade and 73<sup>rd</sup> and the continuing construction of the Harris Park Townhomes.

During 2005, the improvements to Fire and Police services continued with the full implementation of the changes being financed through the public safety tax approved in November, 2003. A seventh fire engine and fourth ambulance were added and the recruitment process completed for all new Police and Fire positions. Also significant in terms of recruitment was the hiring of two individuals to fill vacant department head positions in Public Works and Utilities and Finance.

Mr. McFall continues to champion the key values comprising the acronym SPIRIT (Service, Pride, Integrity, Responsibility, Innovation and Teamwork) in the management of the organization and its day-to-day operations. The mission statement adopted earlier in the year further emphasizes the importance of these values. Other initiatives that Mr. McFall continues to emphasize are the strategic approach to short- and long-term planning and the use of a comprehensive performance measurement system that assists in department decision-making and promotes organizational accountability.

The proposed employment agreement with Mr. McFall is similar to the current agreement that Council approved in October 2004 with exception of the effective dates of the agreement, the level of compensation and a change in the General Leave benefit.

The revised agreement will provide for a combined salary and deferred compensation of \$177,316, including City-paid deferred compensation. This amount is \$5,165 or 3% higher than his total salary and deferred compensation for 2005. The agreement allows the City Manager to designate a portion of his salary up to the maximum provided under Federal law to be paid out on a lump sum basis into his deferred compensation account. The Council has also rewarded Mr. McFall with a bonus of \$15,000 to be included in this agreement and paid out in 2005 in recognition of Mr. McFall's significant accomplishments during the past twelve months. Under the proposed employment agreement, Mr. McFall will accrue and receive a General Leave benefit at the level of a twenty-year City employee. This change acknowledges the considerable tenure and experience that Mr. McFall had prior to his tenure as Westminster's City Manager.

Funds are available in the City Manager's Office approved 2005 and 2006 Budgets to provide for the salary and fringe benefits described in the agreement.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of November 2005, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and J. BRENT McFALL, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

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

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

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

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

### SECTION 1. DUTIES:

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

### SECTION 2. TERMS:

- A. It is the intent of the City Council and the EMPLOYEE that EMPLOYEE will serve as City Manager for calendar years 2006 and 2007. EMPLOYEE agrees to remain in the exclusive employ of CITY and EMPLOYEE will serve as City Manager from January 1, 2006 through December 31, 2007. Further, EMPLOYEE agrees not to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

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

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth below.
- D. This Employment Agreement shall be in effect through December 31, 2006 but shall be automatically renewed through December 31, 2007, unless terminated on or before October 1, 2006.

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

- A. In the event City Council decides to exercise its right to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to give EMPLOYEE ten (10) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing ten (10) months, provided however, that in the event the EMPLOYEE is terminated in relation to his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.
- B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the ten (10) months' severance pay provisions herein.
- C. The severance provisions contained in section A and B shall remain the same in 2007 except that the ten (10) months of notification or severance pay shall be increased to eleven (11) months beginning January 1, 2007. Furthermore, it is Council's intent to increase the length of notice or the number of months of severance pay provided in lieu of such notice to twelve (12) months on January 1, 2008.
- D. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY sixty (60) days notice in advance in writing.
- E. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this section.
- F. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3.A. hereof and shall entitle EMPLOYEE to the lump sum cash payment described therein.

### SECTION 4. SALARY:

The CITY agrees to pay EMPLOYEE for his services rendered hereto a combined salary and deferred compensation amount of \$177,316 effective January 1, 2006. The salary portion of this amount shall be payable in installments at the same time as other employees of the CITY are paid. The EMPLOYEE shall designate a portion of this amount not to exceed the amount allowed by Federal Law to be paid as a lump sum payment to the EMPLOYEE's deferred compensation plan.

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

### SECTION 5. BONUS:

In recognition of his job performance during 2005, the EMPLOYEE shall be given a \$15,000 bonus payable no later than December 1, 2005.

SECTION 6. HOURS OF WORK:

- A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.
- B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the Council. Provided, that such consulting or other non-City connected business does not constitute a conflict of any nature with EMPLOYEE'S work as City Manager. City Council shall be the sole judge of such conflicts whose determination shall be final.

SECTION 7. TRANSPORTATION:

EMPLOYEE'S duties require that he have an EMPLOYEE-provided automobile. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. A monthly car allowance of \$500 shall be paid to EMPLOYEE to assist in compensating for these costs.

SECTION 8. DUES AND SUBSCRIPTIONS:

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

SECTION 9. PROFESSIONAL DEVELOPMENT:

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

SECTION 10. GENERAL EXPENSES:

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

SECTION 11. FRINGE BENEFITS:

- A. EMPLOYEE will be allowed all benefits as are extended to all other Department Head level employees, except that when such benefits are in conflict with this contract, said contract shall control.
- B. Beginning January 1, 2006, the EMPLOYEE shall accrue General Leave at the rate prescribed for "over 20" years of continuous municipal service in the Westminster Municipal Code and City Personnel Policies and Rules and shall be able to use such accrued leave in accordance with the rate of use accorded to employees in the "over 20" category.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.
- B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.
- C. In the 2005 Budget, the City Council appropriated the sum of \$60,000, which sum was placed into a separate account within the City, which amount shall be paid in one lump sum payment to EMPLOYEE on January 2, 2011 in the event EMPLOYEE continues to serve as City Manager through said date. This retention incentive payment shall be in addition to any salary, bonus or other benefit paid to EMPLOYEE during the term of this Employment Agreement.

SECTION 13. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.
- C. This agreement becomes effective on November 1, 2005 and if automatically renewed shall be in effect through December 31, 2007.
- D. If any provision, or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.
- E. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.
- F. The parties agree that this contract is entered into and shall be governed by the laws of the State of Colorado.

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

Approved by Westminster City Council on this 24th day of October 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

APPROVED AS TO FORM:

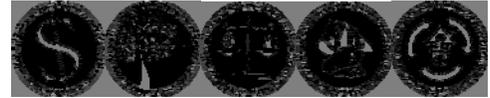
\_\_\_\_\_  
City Attorney



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Revised Employment Agreement with Martin R. McCullough

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

**Recommended City Council Action**

Authorize the Mayor to execute a revised employment agreement with Martin R. McCullough for his services as City Attorney for 2006 with an effective date of November 1, 2005 and an automatic renewal for 2007 unless terminated by City Council.

**Summary Statement**

- City Council is requested to approve a revised Employment Agreement with Martin McCullough for services as City Attorney beginning November 1, 2005. Salary and benefit changes would go into effect January 1, 2006. The Agreement will be automatically renewed for 2007 unless it is terminated by City Council no later than October 31, 2006.
- The continuation of this employment agreement reflects Council's positive appraisal of Mr. McCullough's work performance during 2005.
- Under the proposed revised Agreement, Mr. McCullough's base compensation will be \$140,000, which represents a 5.4 percent increase over his annual compensation for 2005. Included in this compensation will be Mr. McCullough's base salary and an amount designated by him as a lump sum payment into his deferred compensation account.
- The attached proposed agreement with Mr. McCullough is similar to the current employment agreement with the exceptions of the total allocated for salary and deferred compensation, a change in the car allowance to reflect the amount provided to department heads (\$340 per month in 2006) and the change in the effective dates for the contract.
- In addition to the changes in annual compensation, City Council has agreed to provide Mr. McCullough with a \$3,000 bonus in recognition of his work performance during 2005. This bonus will be paid no later than December 1 and will be charged as a 2005 budget expense.

**Expenditure Required:** \$3,000 -- 2005  
\$140,000 plus the cost of fringe benefits as described in the attached Employment Agreement -- 2006

**Source of Funds:** General Fund - City Attorney's Office Budget

**Policy Issue**

Whether to continue essentially the same employment agreement with Martin McCullough for 2006.

**Alternative**

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

**Background Information**

Martin McCullough was appointed City Attorney on February 10, 1986, after holding the position of Acting City Attorney since September 1985. Prior to holding these positions, he was an attorney with the municipal law firm of Calkins, Kramer, Grimshaw and Haring. Mr. McCullough holds a B.A. from the University of Virginia, an M.S. from Florida State University and graduated magna cum laude from the University of Houston School of Law in 1982. He is admitted to practice law in Texas and Colorado and is a member of the National Institute of Municipal Law Officers and the Colorado and Denver Bar Associations. Mr. McCullough has served as president of the Attorneys' Section of the Colorado Municipal League, is past president of the Metro City Attorneys' Association, and is a member and past chairperson of the Local Government Committee of the Colorado Bar Association. Mr. McCullough is also a past recipient of the Metro City Attorney's Association's "City Attorney of the Year" and "Leadership" awards. During 2004, Mr. McCullough was designated a Fellow In Local Government Law by the International Municipal Lawyers' Association.

Mr. McCullough has been closely involved in the City's key development projects. The most important and complex of these was the Orchard Town Center. Other major projects requiring legal support were the Northgate Shopping Center reconstruction, the 73<sup>rd</sup> and Lowell Redevelopment, the 72<sup>nd</sup> and Sheridan Urban Renewal Area and the Transit-Oriented Development Project. His office was also involved in the drafting of the Intergovernmental Agreements that led to the construction of Wayne Carl Middle School and the new high school at 128<sup>th</sup> Avenue and Huron Street.

Mr. McCullough's office has had a critical role in the Holly Park litigation and Semper construction defect case as well as a considerable number of other court cases during the past twelve months. The office continues to work closely with City departments on a variety of legal matters including ordinance preparation, contracts, unemployment and workers' compensation claims and disciplinary and other personnel issues.

During the past twelve months, the City Prosecutor's Office (CPO) had direct contact with 6,700 Municipal Court defendants. 129 cases were tried to the court. This is a significant increase over last year's number of 65. Approximately 700 cases were prepared for trial, but were disposed of prior to calling witnesses to the stand. 19 cases went before a jury. The CPO represented the City in 5 appeals. Jury surveys for this year, once again, show that 100% of the jurors surveyed had a favorable impression of the CPO.

The City Attorney's employment agreement has typically followed substantially the same format and covered many of the same terms and conditions as the City Manager's employment contract. The proposed contract between Mr. McCullough and the City will be renewed automatically unless terminated by Council prior to October 31, 2006.

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of November , 2005, by and between the CITY OF WESTMINSTER, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and MARTIN R. McCULLOUGH, hereinafter called "EMPLOYEE," as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of MARTIN R. McCULLOUGH, as City Attorney of the City of Westminster as provided by City Charter, Chapter IV, Section 4.13; and

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

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

WHEREAS, EMPLOYEE previously accepted employment as City Attorney of said CITY.

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

### SECTION 1. DUTIES:

A. CITY hereby agrees to continue the employment of EMPLOYEE as City Attorney of CITY to perform the duties and functions specified in Section 4.13 of the City Charter, Chapter 16 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall prepare and submit a proposed budget for the City Attorney's Office following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

C. EMPLOYEE shall supervise the staff of the City Attorney's Office as may be authorized by the City Council. All employees of the City Attorney's Office shall be employed by the City Attorney in accordance with the provisions of section 1-16-3 of the City Code.

### SECTION 2. TERMS:

A. It is the intent of the City Council and the EMPLOYEE that EMPLOYEE will serve as City Attorney for calendar years 2006 and 2007. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of CITY. EMPLOYEE agrees neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

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

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

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3, paragraph C of this Agreement.

D. This Employment Agreement expires December 31, 2006 but shall be automatically renewed for 2007 unless terminated no later than October 31, 2006.

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

A. In the event City Council decides to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Attorney, then and in that event, the CITY agrees to give EMPLOYEE six (6) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing six (6) months, provided however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the six (6) months' severance pay provisions herein.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY four (4) months notice in advance in writing.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in paragraphs A and C of this Section 3, and paragraph D in Section 2.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3A hereof and shall entitle EMPLOYEE to the lump sum cash payment described herein.

### SECTION 4. SALARY:

A. Effective January 1, 2006, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto a combined annual salary and deferred compensation of \$140,000. EMPLOYEE'S salary shall be payable in installments at the same time as other employees of the CITY are paid, except that the EMPLOYEE may elect to receive a portion of his compensation in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law.

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

### SECTION 5. BONUS:

In recognition of his job performance during 2005, the EMPLOYEE shall be given a \$3,000 bonus payable no later than December 1, 2005.

## SECTION 6. HOURS OF WORK:

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

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

## SECTION 7. DUES AND SUBSCRIPTIONS:

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

## SECTION 8. PROFESSIONAL DEVELOPMENT:

CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the Colorado Bar Association, NIMLO, the Colorado Municipal League, and continuing legal education courses and seminars related to the practice of municipal law. In addition to reasonably funding educational/training programs for EMPLOYEE's professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each year.

## SECTION 9. GENERAL EXPENSES:

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

## SECTION 10. FRINGE BENEFITS:

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

## SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

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

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

SECTION 12. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This agreement becomes effective on November 1, 2005 and if automatically renewed shall be in effect through December 31, 2007.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

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

F. Nothing in this Agreement shall be construed as creating any multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement both effective as of the day and year first above written.

Approved by Westminster City Council this 24<sup>th</sup> day of October, 2005.

ATTEST:

\_\_\_\_\_  
Nancy McNally, Mayor

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

\_\_\_\_\_  
Martin R. McCullough



WESTMINSTER

Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** City Employee Health Insurance Renewals and Rates

**Prepared By:** Matt Lutkus, Deputy City Manager for Administration  
Susan Probst, Benefits Specialist

**Recommended City Council Action**

Authorize the City Manager to renew contracts with Great-West Healthcare, Kaiser Permanente Permanente and Delta Dental; authorize the continuation of a four-tier rate structure with the employer and employee premium rates as shown on the attachments to this memorandum; and charge the expense to the appropriate Central Charges accounts in the General, Golf, Water and Wastewater Funds.

**Summary Statement**

- City Staff is recommending the continuation of a three-option medical benefit package for employees: the Kaiser Permanente HMO, and Point of Service (POS) and Preferred Provider Organization (PPO) options provided through Great-West Healthcare.
- Staff is also recommending increases of 3% in premiums for both the City and employees for all plan options effective January 1, 2006, as well as the continuation of a “blended” rate for all the plan options. (see attachment)
- The only adjustment in the plan structure is an increase in the self-funded specific stop loss limit from a \$75,000 attachment point per group member to a \$100,000 attachment point per member per year.
- The City’s cost for these benefits is within the amount included in the revised 2006 budget for employee benefits.

**Expenditure Required:** \$7,457,600

|                         |                   |             |
|-------------------------|-------------------|-------------|
| <b>Source of Funds:</b> | General Fund      | \$6,106,000 |
|                         | Water Fund        | \$ 905,600  |
|                         | Wastewater Fund   | \$ 283,000  |
|                         | Golf Course Funds | \$ 163,000  |

## Policy Issue

Should the City maintain essentially the same level of medical and dental coverage with the present sharing of premium costs between employee and employer?

## Alternatives

1. Renew the health care plans at existing levels of coverage but shift the percentage of premiums paid by employees to a higher level, reducing the cost to the City for medical/dental benefits.
2. Further reduce the level of coverage provided in the health care plans, thereby reducing the overall cost of the City medical/dental benefit budget.

The biennial benefit survey completed in 2004 demonstrated that the City of Westminster benefits were very competitive but not beyond the market. Staff therefore does not recommend either of these alternatives. A close review of the coverage levels and the allocation of premium costs will be part of the 2006 benefit survey.

## Background Information

The City currently provides all benefitted employees with an excellent medical benefit package with coverage offered by Kaiser Permanente, a Health Maintenance Organization (HMO), and two options under the Great-West Healthcare – a preferred provider organization plan (PPO) and point of service plan (POS). These plan options were put in place in 2003 when the City moved to Great-West Healthcare from Anthem Blue Cross Blue Shield. The breakdown of enrollment in the three plans by the number of employees enrolled is as follows:

|                       |     |
|-----------------------|-----|
| Great-West PPO Plan   | 92  |
| Great-West POS Plan   | 493 |
| Kaiser Permanente HMO | 282 |

The City pays for approximately 83% of the total cost of the medical plans. These employer contribution levels are competitive with those provided by other entities included in the City's every-other-year salary and benefit survey.

Like employers throughout the country, the City has felt the pressures of steadily increasing medical costs. These increases are largely caused by increasing hospitalization costs, increasing costs for prescription drugs, increasing costs of physicians, increasing utilization of the benefit by employees and their dependents and the fact that, industry wide, previous efforts to manage healthcare costs have likely run their course.

The City self insures a large portion of its medical benefit. The City has an "administrative services only" or ASO contract with Great-West Healthcare. This contract includes the fixed costs of the plan, that is, third party administrative services, claims management review, specific claim excess insurance beyond the threshold of \$75,000 and aggregate stop loss insurance for the claim payments in excess of 125% of estimated claims. Beginning in 2006, the specific stop loss coverage will be increased from \$75,000 to \$100,000 per claim. Although the change will increase the City's financial exposure, based on a review of prior years' claims experience, the costs to the Plan will be more than offset by the savings in stop loss insurance premiums.

The renewal quotes from Kaiser Permanente and Great-West represent an overall 3% increase over the 2005 budgeted medical costs. This premium and funding level sets the rates at an estimated 104% of expected claims. The audited reserves for the self-funded Medical and Dental Fund were \$1,850,598 on December 31, 2004. This fund balance in the self-funded Medical and Dental Fund is sufficient to cover claims run out (three months worth of claims) and the 21% over estimated claims the City would be responsible for covering if claims experience reached the aggregate stop loss threshold of 125% of expected claims.

There continues to be clear advantages to remaining with a self-insured plan. This is due to the fact that the City has the ability under self-insurance plan to retain any savings that occur above claims and administrative costs, the City has the protection of the stop loss coverage, and it can be much more proactive with regard to controlling losses by directing wellness efforts in those areas where they are most needed.

After experiencing extremely high increases over the last few years, a special employee task force was created to review alternative options for healthcare coverage for the 2006 benefits. The City's benefit consultant, Gallagher Benefits Services, and Great-West provided insight to alternative options such as Consumer Advantage Plans, Health Savings Accounts (HSAs), High Deductible Health Plans (HDHPs) and Health Reimbursement Accounts (HRAs). For 2006, with the relatively low increase for the blended rate of healthcare plans, the decision was made to recommend continuing the current plan at least through the 2006 plan year. Given that the factors driving medical cost increases are still prevalent nationwide, it is very likely that steps will need to be taken in the future to curb the impact healthcare costs have on the City's budget. The employee task force will therefore be resuming the review of healthcare options starting in early 2006.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**City of Westminster**  
**2006 Medical/Dental Rates**  
**Exempt Employees & Administrative Officers**  
**Effective 1/1/2006**

If the employee is a participant in the City's Wellness Program, increase the City portion and decrease the employee portion by the following: \$10.00 employee only, \$20.00 employee + child(ren) or spouse, \$30.00 employee + spouse + 1 or more child(ren).

| <b>FULL-TIME (1.0FTE)<br/>(40 Hours/week)</b> | <b>Total Monthly<br/>Premium</b> | <b>Employee<br/>Portion</b> | <b>City<br/>Portion</b> |
|---|----------------------------------|-----------------------------|-------------------------|
| Employee only                                 | \$390.28                         | \$38.68                     | \$351.60                |
| Employee + child(ren)                         | \$824.42                         | \$108.74                    | \$715.68                |
| Employee + spouse                             | \$846.90                         | \$111.76                    | \$735.14                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$190.96                    | \$1,030.96              |
| <b>PART-TIME (.9FTE)</b>                      |                                  |                             |                         |
| Employee only                                 | \$390.28                         | \$73.75                     | \$316.50                |
| Employee + child(ren)                         | \$824.42                         | \$180.32                    | \$644.10                |
| Employee + spouse                             | \$846.90                         | \$185.28                    | \$661.61                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$262.78                    | \$959.14                |
| <b>PART-TIME (.8FTE)<br/>(32 Hours/week)</b>  |                                  |                             |                         |
| Employee only                                 | \$390.28                         | \$108.96                    | \$281.32                |
| Employee + child(ren)                         | \$824.42                         | \$251.94                    | \$572.48                |
| Employee + spouse                             | \$846.90                         | \$258.82                    | \$588.08                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$392.98                    | \$828.94                |
| <b>PART-TIME (.7FTE)<br/>(28 Hours/week)</b>  |                                  |                             |                         |
| Employee only                                 | \$390.28                         | \$132.68                    | \$257.60                |
| Employee + child(ren)                         | \$824.42                         | \$280.30                    | \$544.12                |
| Employee + spouse                             | \$846.90                         | \$287.94                    | \$558.96                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$408.38                    | \$813.54                |
| <b>PART-TIME (.6FTE)<br/>(24 Hours/week)</b>  |                                  |                             |                         |
| Employee only                                 | \$390.28                         | \$144.36                    | \$245.92                |
| Employee + child(ren)                         | \$824.42                         | \$305.02                    | \$519.40                |
| Employee + spouse                             | \$846.90                         | \$313.34                    | \$533.56                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$444.40                    | \$777.52                |
| <b>PART-TIME (.5FTE)<br/>(20 Hours/week)</b>  |                                  |                             |                         |
| Employee only                                 | \$390.28                         | \$156.12                    | \$234.16                |
| Employee + child(ren)                         | \$824.42                         | \$329.76                    | \$494.66                |
| Employee + spouse                             | \$846.90                         | \$338.74                    | \$508.16                |
| Employee + spouse + 1 or more child(ren)      | \$1,221.92                       | \$480.46                    | \$741.46                |

**City of Westminster  
2006 Medical/Dental Rates  
Non-Exempt Employees  
Effective 1/1/06**

If the employee is a participant in the City's Wellness Program, increase the City portion and decrease the employee portion by the following: \$10.00 employee only, \$20.00 employee + child(ren) or spouse, \$30.00 employee + spouse + 1 or more child(ren).

| <b>FULL-TIME (1.0FTE)<br/>(40 Hours/week)</b> | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
|---|---|------------------------------------|--------------------------------|
| Employee only                                 | \$390.28                                | \$38.68                            | \$351.60                       |
| Employee + child(ren)                         | \$824.42                                | \$150.82                           | \$673.60                       |
| Employee + spouse                             | \$846.90                                | \$154.98                           | \$691.92                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$311.06                           | \$910.86                       |
| <b>PART-TIME (.9FTE)<br/>(36 Hours/week)</b>  | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
| Employee only                                 | \$390.28                                | \$73.74                            | \$316.54                       |
| Employee + child(ren)                         | \$824.42                                | \$197.86                           | \$626.56                       |
| Employee + spouse                             | \$846.90                                | \$224.42                           | \$622.48                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$336.30                           | \$885.62                       |
| <b>PART-TIME (.8FTE)<br/>(32 Hours/week)</b>  | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
| Employee only                                 | \$390.28                                | \$109.26                           | \$281.00                       |
| Employee + child(ren)                         | \$824.42                                | \$280.30                           | \$544.12                       |
| Employee + spouse                             | \$846.90                                | \$287.94                           | \$558.96                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$408.38                           | \$813.54                       |
| <b>PART-TIME (.7FTE)<br/>(28 Hours/week)</b>  | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
| Employee only                                 | \$390.28                                | \$136.58                           | \$253.70                       |
| Employee + child(ren)                         | \$824.42                                | \$288.46                           | \$535.96                       |
| Employee + spouse                             | \$846.90                                | \$296.42                           | \$550.48                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$420.38                           | \$801.54                       |
| <b>PART-TIME (.6FTE)<br/>(24 Hours/week)</b>  | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
| Employee only                                 | \$390.28                                | \$152.14                           | \$238.14                       |
| Employee + child(ren)                         | \$824.42                                | \$321.56                           | \$502.86                       |
| Employee + spouse                             | \$846.90                                | \$330.30                           | \$516.60                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$468.40                           | \$753.52                       |
| <b>PART-TIME (.5FTE)<br/>(20 Hours/week)</b>  | <b>Total Monthly<br/><u>Premium</u></b> | <b>Employee<br/><u>Portion</u></b> | <b>City<br/><u>Portion</u></b> |
| Employee only                                 | \$390.28                                | \$163.92                           | \$226.36                       |
| Employee + child(ren)                         | \$824.42                                | \$346.22                           | \$478.20                       |
| Employee + spouse                             | \$846.90                                | \$355.70                           | \$491.20                       |
| Employee + spouse + 1                         | \$1,221.92                              | \$504.52                           | \$717.40                       |



## Agenda Item 8 E

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** 75th - 78th - Stuart Street Water Main Project Contract Amendment with S.A. Miro, Inc.

**Prepared By:** Dan Carroll, P.E., Senior Engineer, Public Works and Utilities

### Recommended City Council Action

Authorize the City Manager to execute a contract amendment with S.A. Miro, Inc. in the amount of \$34,301 to provide additional design services to realign a portion of the water main project.

### Summary Statement

- Council is being requested to approve an amendment to an existing engineering contract with S.A. Miro, Inc., to provide additional engineering services, which include services for realigning the proposed location for a new water main. As shown in the attached map, approximately one-third of the water main would be realigned.
- This realignment moves the location from Stuart Street, between 75<sup>th</sup> and 78<sup>th</sup> Avenues, through Wolff Run Park.
- The realignment will reduce disruption during construction by moving the main out of Stuart Street and away from the Harris Park Elementary School.
- The City will realize reduced construction costs by eliminating the 75<sup>th</sup> Street tunnel/bore under the railroad and by using a “diagonal” alignment through Wolff Run Park.
- No change in the overall project budget is requested.

**Expenditure Required:** \$34,301

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

**Policy Issue**

Should the City execute a contract amendment in the amount of \$34,301 with S.A. Miro, Inc. for additional design services to realign a portion of the water main project?

**Alternative**

The City could choose not to realign the water main project and proceed with constructing the main as originally designed, but the original alignment would be more costly and cause more disruption to the citizens during construction than the proposed realigned water main.

**Background Information**

The 75th - 78th - Stuart Street Water Main Project consists of 16-inch and 24-inch diameter water line that will improve transmission supply to the south part of the City. After reviewing proposals from three engineering firms, Council approved a contract plus contingencies in the amount of \$103,960 with S.A. Miro, Inc. at the August 24, 2004 Council meeting to provide engineering and design services for the project. The Engineer's estimate of construction cost for the original water main alignment was \$2.27 million.

During review of design documents, an alternative alignment for a portion of the proposed water main appeared to offer advantages over the original alignment. Advantages included:

- Eliminated construction on 75<sup>th</sup> Avenue in front of Harris Park Elementary School that is located east of 75<sup>th</sup> Avenue and Winona Court.
- Eliminated the 75<sup>th</sup> Street tunnel/bore under the railroad and in the vicinity of the elementary school.
- Eliminated the disruption along Stuart Street during construction by removing this portion of the project.
- Reduced construction costs by reducing the total length of the water main by using a "diagonal" alignment through Wolff Run Park instead of Stuart Street.
- Reduced construction costs by installing the main through Wolff Run Park instead of asphalt streets.

The City's consultants have estimated that the cost reductions for this realignment at approximately \$200,000; a more definitive estimate will be completed with the realignment design.

Department Staff met with the Parks Division and received approval of the proposed alignment through Wolff Run Park. Upon completion of the construction, the park will be restored to its original condition.

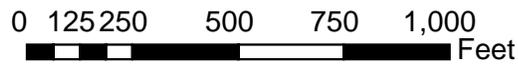
The design engineer will evaluate and recommend to the City the exact route for the proposed realignment once surveying, potholing and utility locations are completed. As a result of this effort, it is possible that a portion of the project will need to be installed in open space due to existing utilities located within the park. Staff will do everything possible to minimize disruption or damage to open space property. If it is necessary to go through open space, Staff will insure that the area impacted is restored to an "as like" condition upon completion of the project.

This contract change is being presented to City Council for approval due to the expansion of the contract's original scope. With this proposed re-alignment, the engineer will need to revise and create necessary engineering and design drawings.

Respectfully submitted,

J. Brent McFall, City Manager  
Attachments

# PROPOSED WATER MAIN REALIGNMENT



| Legend   |                              |
|--|------------------------------|
|  | ORIGINAL ALIGNMENT REMAINING |
|  | ORIGINAL ALIGNMENT - REMOVE  |
|  | PROPOSED REALIGNMENT         |



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005

**SUBJECT:** Custodial Services Contracts for City Facilities

**Prepared By:** Jerry Cinkosky, Facilities Manager

**Recommended City Council Action**

Based on the report of the City Manager, that City Council finds that the public interest would be best served by accepting bids for custodial services in City facilities from KG Clean, Inc., Carnation Building Services and Di Tirro Building Services and award the bids to KG Clean, Inc. for \$232,446, Carnation Building Services for \$124,128, and Di Tirro Building Services for \$13,900 and charge the expenses to the 2006 General Services budget in the General Fund, Public Works and Utilities budget in the Utility Fund and Parks, Recreation and Libraries budget in the Golf Course Enterprise Fund.

**Summary Statement**

On June 15, an invitation to bid was sent to fourteen custodial firms to provide custodial services in sixteen City facilities. Eight of these firms attended the mandatory pre-bid meeting to review the scope of the project as well as to the tour all City facilities. On July 28, bids were received from six of these firms.

The criteria used to evaluate the bids were: cost of services, proposed staffing for each facility, past and present recommendations from other clients, and past performance working with the City of Westminster. In addition, Staff reviewed the impact of providing custodial services to the widely diverse geographic locations of City facilities. Staff evaluated the cost of services by geographical areas as it pertains to fuel, delivery of supplies and services, and supervision associated with the logistics of the custodial services personnel driving from one facility to another.

Staff believes the companies submitting the lowest bid, when those bids took into consideration the geographic locations of the facilities they bid on, are capable of meeting all contractual requirements set forth in the City's bid specifications.

**Expenditure Required:** \$370,474

**Source of Funds:**

|           |              |   |
|-----------|--------------|---|
| \$320,956 | General Fund | 2006 General Services Operating Budget  |
| \$ 18,648 | General Fund | 2006 Parks, Recreation & Libraries Operating Budget (Community Senior Center) |
| \$ 13,680 | Utility Fund | 2006 Water Operations Budget  |
| \$ 17,190 | Golf Course  | 2006 Golf Operations Budget   |

## **Policy Issue**

Should the City award the custodial contract to the three companies that have proven to be able to provide the most cost effective yet reliable custodial service, as well as taking into consideration the geographic locations of City facilities?

## **Alternative**

Award a single contract to the lowest bidder for all locations (Carnation Building Services). Staff does not recommend this action, as it has proved in the past to be a prudent practice not to award custodial services to a single company. Should that company not be able to fulfill their contractual obligations, another company familiar with the City's custodial requirements would be available to step in on an emergency basis. Staff also believes that awarding contracts to three custodial companies provides an added incentive for each contractor to maintain a good work performance level.

## **Background Information**

For the past 16 years, the City of Westminster has contracted with the private business sector to provide custodial services in City facilities. It is estimated that this practice has saved the City approximately \$100,000 - \$150,000 per year.

For the past 2 years due to budget constraints, Staff had negotiated contracts with both KG Clean, Inc. and Carnation Building Services, Inc. who provided low bids in 2000. The net result of these negotiations was a 3% cost reduction for services in 2004 and 2005. As the City has used the same custodial firms for the past 5 years, Staff decided it would be prudent to hold a competitive bid process for custodial services in order to obtain competitive pricing, as well as evaluate the present market for these services.

This year, in the contract specifications and during the pre-bid conference, Staff requested that companies bid facilities separately in order to allow for separate contracts to be awarded based on cost and geographic locations. Staff believes limiting the number of contractors based on costs and geographic locations allows the contractor to hold down supervisory, fuel, and administrative cost through economies of scale. The result is a net lower cost to the City for custodial services. The cost per facility bids received is summarized on the attached document.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**Custodial Service Bids Results (Yearly Cost)  
PROPOSED AWARDS**

| <b>FACILITY</b>               | <b>KG CLEAN</b>     | <b>CARNATION</b>    | <b>DI TIRRO<br/>BLDG.<br/>SERVICES</b> |
|-------------------------------|---------------------|---------------------|--|
| City Hall                     | \$37,800.00         |                     |  |
| City Park Fitness Center      | \$42,348.00         |                     |  |
| City Park Recreation Center   | \$74,268.00         |                     |  |
| Community Senior Center       |                     | \$18,648.00         |  |
| Countryside Recreation Center |                     |                     | \$13,100.00                            |
| Hydro Pillar                  | \$2,100.00          |                     |  |
| Heritage Golf Course          |                     | \$8,460.00          |  |
| Kings Mill Pool               |                     |                     | \$800.00                               |
| Legacy Ridge Golf Course      | \$8,730.00          |                     |  |
| Municipal Court               |                     | \$14,112.00         |  |
| Municipal Services Center     |                     | \$23,400.00         |  |
| North West Water Treatment    |                     | \$2,280.00          |  |
| Public Safety Center          | \$67,200.00         |                     |  |
| Semper Water Treatment        |                     | \$11,400.00         |  |
| Swim & Fitness Center         |                     | \$20,220.00         |  |
| West View Recreation Center   |                     | \$25,608.00         |  |
| <b>TOTALS</b>                 | <b>\$232,446.00</b> | <b>\$124,128.00</b> | <b>\$13,900.00</b>                     |

|                    |                     |
|--------------------|---------------------|
| <b>GRAND TOTAL</b> | <b>\$370,474.00</b> |
|--------------------|---------------------|



**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Bishop Square Park Construction Contract Awards

**Prepared By:** Julie M. Meenan Eck, Landscape Architect II

**Recommended City Council Action**

- Authorize the City Manager to execute a contract with Arrow J Landscape, Inc. in the amount of \$87,612 for the reconstruction of the basketball courts at Bishop Square Park with a project contingency of \$21,903, or 25%, to cover anticipated additional site drainage costs.
- Authorize the City Manager to execute a contract with White Construction Group in the amount of \$165,000 for the renovation of the existing Bishop Square Park bathroom structure including a project contingency of \$24,750, or 15%, and charge the total project expense of \$299,265 to the Park Renovation Program Capital Improvement Project Account.

**Summary Statement**

- City Council action is requested to award the bid for the construction of the bathroom renovation at Bishop Square Park to White Construction Group and the basketball court renovation to Arrow J Landscape, Inc. Bishop Square Park is located at the corner of Hooker Street and 81<sup>st</sup> Avenue at 8150 Hooker Street. (See the attached map.)
- Three bids were opened on October 6, 2005, for the bathroom renovation, with White Construction Group being the low bidder. (See the attached elevation sketches)
- White Construction Group has not performed work for the City of Westminster in the past. However, upon checking references, Staff found that they have a good reputation and have worked for other municipalities in the Denver metro area.
- Arrow J Landscape, Inc. was the recent low bidder (out of three) on another post tension tennis court surface in the area and that price matches the price received for Bishop Square Park.
- Staff targeted 2005 as the year to renovate Bishop Square Park. Renovations are now 50% complete, with these last two projects remaining.
- Staff determined that the winter months would be the best time to complete the restroom and basketball court renovation when these high-use park facilities are not active.
- Renovations will be completed by the spring of 2006.

**Expenditure Required:** \$299,265 including contingency

**Source of Funds:** General Capital Improvement Fund, Park Renovation Project

**Policy Issues**

1. Should the City award the construction contract for the Bishop Square Park bathroom renovation to the low bidder, White Construction Group?
2. Should the City award the bid for the basketball court to the low bidder of a similar project, Arrow J Landscape, Inc. or direct Staff to re-bid the basket ball court improvements?

**Alternatives**

1. City Council could choose to not accept the low bid for the Bishop Square bathroom renovation. However, Staff believes White Construction Group to be qualified for this project.
2. City Council could choose not to award the bid by Arrow J Landscape, Inc. for the basketball court renovation and direct Staff to bid out this project again. However, construction costs, including concrete, have escalated in the last few months and Staff believes the new price received would be much higher than that of Arrow J Landscape, Inc.

**Background Information**

Bishop Square Park is on the Parks, Recreation and Libraries list of parks for renovation in 2005. This park was originally constructed in 1979 and is in need of some upgrades. The bathroom facility has never been renovated since it was built and the basketball court, which is heavily used, has large cracks with weeds growing through the center of the court. Maintenance Staff have pointed out many drainage issues that need attention throughout the site. To date, the little league fence has been repaired, the tennis court fence has been replaced, and the court resurfaced. Much needed park painting will take place in the spring of 2006. The last major work to be completed will be the replacement of the basketball court with a new post tension surface and the renovation of the bathroom structure.

Staff received three qualified bids for the renovation of the bathroom structure. This work includes a new roof, a brick facade, new restroom equipment, and a “picnic/bench” overhang. The current restroom facility has a flat roof that is often vandalized or climbed onto. The new design has a pitched roof to deter this activity. The construction should take less than three months. However, the high-security, vandal-resistant windows that are specified will take 14 weeks to be manufactured, so actual construction will begin in February. Staff anticipates that the facility will be useable by the spring of 2006. The bids received for the restroom renovation are as follows:

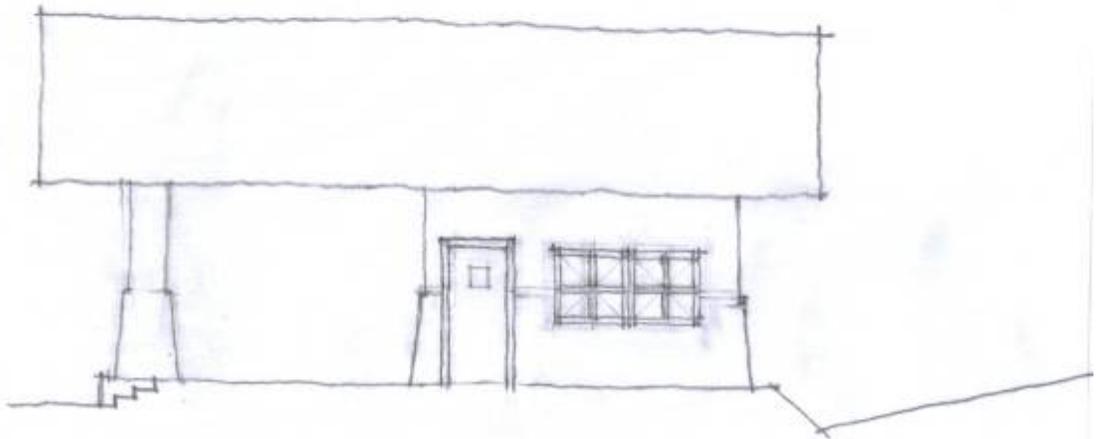
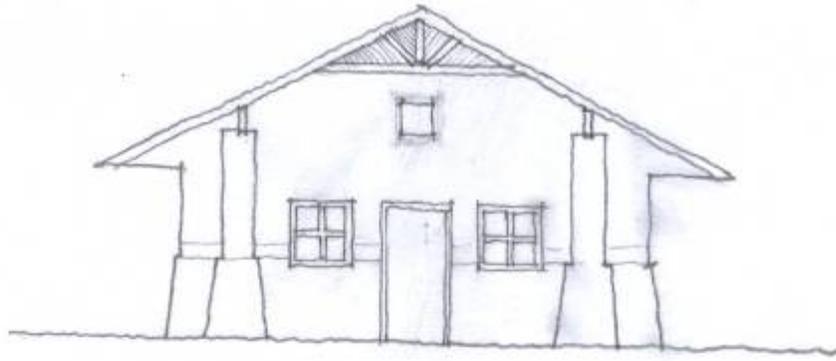
|                          |           |
|--------------------------|-----------|
| White Construction Group | \$165,000 |
| Beaudoin & Papagno       | \$189,000 |
| Krishe                   | \$194,866 |

Staff requested Arrow J Landscape, Inc hold to the bid that the City received for the Westfield Village tennis courts in June of 2005 for the basketball post tension surfacing at Bishop Square Park and they agreed. The same team is being used at Bishop Square and is already mobilized at the Westfield Village Park. The higher contingency would be used if City Staff cannot complete all of the necessary drainage work that the site will require, but can be a design build option once the contractor is on site. Some work, such as demolition, flatwork and retaining wall installation will be completed by Staff. The post tension bid from Westfield Village that the contractor will hold to is \$87,612.

The completion of the Bishop Square renovation will contribute to the City’s Strategic Plan Goal of “Beautiful City” and will help reduce vandal issues that the park currently faces by pitching the bathroom roof.

Respectfully submitted,

J. Brent McFall  
 City Manager  
 Attachments



5-11-05

2A-1

Bathroom (early in design) Sketches  
Top – looking north  
Bottom – looking west



Bishop Square Park  
Location Map



## Agenda Item 8 I

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Roof Replacement at City Park Recreation Center

**Prepared By:** Jerry Cinkosky, Facilities Manager

### Recommended City Council Action

Authorize the City Manager to execute a contract with Alpine Roofing Company, Inc. in the amount of \$139,290 for roof replacement at City Park Recreation Center and authorize an additional \$20,000 contingency to the project, with expenses charged to the General Services Building Operations and Maintenance, Capital Improvement Projects Major Maintenance budget.

### Summary Statement

City Park Recreation Center was built in 1987. The original EPDM (synthetic rubber polymer made from ethylene and propylene) ballasted roof system was given a ten year warranty upon installation in 1987 and 19 years later it has begun to deteriorate to the point of needing a total replacement.

In early September, City Staff contacted the Garland Company, a roofing asset management firm, to obtain the names of qualified roofing contractors. Requests for Proposals were sent to three firms. During this bid process, Staff requested proposals that included both the price to replace the roof with the same type of EPDM roofing system and an alternate price to replace the roof with a modified bituminous (hot tar and gravel) system. The modified roofing system allows for a thirty year warranty in comparison to the fifteen year warranty available on the EPDM roof system. Although the modified bituminous roofing has a much longer expected life, it is cost prohibitive to install this system now given the results of the bids received.

Staff is recommending awarding the roofing project to Alpine Roofing for the EPDM ballasted roof. The recommendation was based on cost of the project, funding available, and the experience with the existing EPDM roofing systems performance over the last nineteen years.

**Expenditure required:** \$139,290 project cost plus \$20,000 contingency

**Source of Funds:** General Services Department, Building Operations & Maintenance  
Major Maintenance Capital Improvement Project Funds

**Policy Issue**

Should City Council award a contract to Alpine Roofing for replacement of the roof at City Park Recreation Center?

**Alternatives**

- Do not proceed with roof replacement at City Park Recreation Center. Staff is not recommending this action based on the age of the existing roof, inconvenience to the recreation center guests and the amount of operational dollars being spent on repairs.
- Proceed with the alternative to apply the bituminous roofing system. Staff is not recommending this action based on available funding for the project, and past experience using the EPDM ballasted roofing system which has held up extremely well for the past 19 years.

**Background Information**

In February and March of 2005, an emergency roof replacement was completed over the swimming pool areas at City Park Recreation Center. During the roof removal process, other major components of the roof structure were identified as potential problems due to the amount of time the roof had been leaking.

Staff began to assess the remaining portion of City Park Recreation Center’s roof and identified numerous areas where deteriorating conditions existed over the gymnasium, Community Room and television viewing areas of the facility.

During 2005, the BO&M Division has spent \$15,000 on repairs and patching to the roof material and an additional \$2,000 on repairs to damaged ceilings in the facility. These repairs to the roof areas and ceilings have necessitated temporary closures of the racquetball courts, gymnasium and the Community Room causing both loss of revenue and frustration to the Center’s guests.

Staff contacted the Garland Company, a firm that specializes in roof asset management for assistance in writing roof specifications and actual bidding documents. The three companies invited to bid on this project were all companies that the Garland Company has recommended and worked with in the past on similar projects. City Staff has also worked successfully with two of these firms on other City projects.

Bid results are as follows:

| <b>CONTRACTOR</b>         | <b>TYPE OF ROOF</b>        | <b>BID AMOUNT</b> |
|---------------------------|----------------------------|-------------------|
| <b>Alpine Roofing</b>     | <b>EPDM Ballasted Roof</b> | <b>\$139,290</b>  |
| Alpine Roofing            | Modified Bituminous        | No bid            |
| Colorado Moisture Control | EPDM Ballasted Roof        | \$149,625         |
| Colorado Moisture Control | Modified Bituminous        | \$313,500         |
| D&D Roofing               | EPDM Ballasted Roof        | \$190,848         |
| D&D Roofing               | Modified Bituminous        | \$297,188         |

Given the cost consideration and success that Staff has seen with the EPDM ballasted roof, Staff is recommending Council’s approval of a contract with Alpine Roofing for this project.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Mobile Concert Stage Purchase

**Prepared By:** Peggy Bocard, Recreation Services Manager

**Recommended City Council Action**

City Council action is requested to award the bid for a mobile concert stage to Marshall Austin Productions for \$63,225 and charge the expense to the 2005 Parks, Recreation and Libraries Department - Recreation Programs General Fund expenditure budget.

**Summary Statement**

- On August 8, 2005, City Council approved carryover funds to increase the 2005 Parks, Recreation and Libraries, Recreation Programs Division General Fund expenditure account by \$64,000 to purchase a mobile stage.
- The City currently rents the City of Lakewood's stage for special events and concerts. Over the past several years, the stage has continued to become worn, it has required many repairs and it is unknown how much longer it might be available.
- Formal bids were solicited for a new mobile concert stage. Marshall Austin Productions was the sole bidder and met all qualifications.
- Marshall Austin Productions can provide a new stage with lighting, backdrop, guardrails and equipment ramp within the approved budget.

**Expenditure Required:** \$63,225

**Source of Funds:** 2005 General Fund:  
Parks, Recreation and Libraries  
Recreation Programs Expenditure Account

**Policy Issue**

Should this bid be awarded to the sole bidder for the purchase of a mobile stage?

**Alternative**

Council could chose to reject the sole bid and ask Staff to re-bid the equipment in hopes of receiving a lower bid. Staff, however, does not recommend this as the bid received meets all of the City's needs and is within the specified budget.

**Background Information**

On August 8, 2005, City Council approved carryover funds to be placed in the 2005 Parks, Recreation and Libraries - Recreation Facilities General Fund expenditure budget to purchase a portable stage. Staff currently uses a portable stage for special events such as the 4<sup>th</sup> of July, Westminster Faire and the summer concert series. The City currently rents the City of Lakewood's stage that is over 10 years old and out of date.

Staff researched various companies that produce stages and compared products. Additionally, Staff visited Marshall Austin Productions, a local company, and viewed the same type of staging. Follow-up calls to local cities that previously purchased the same stage from Marshall Austin Productions showed a high level of satisfaction.

Respectfully submitted,

J. Brent McFall  
City Manager



**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Sale of Equipment – Tennant Power Scrubber

**Prepared By:** John Kasza, Promenade Operations Coordinator

**Recommended City Council Action**

Authorize the City Manager to sell a Tennant Power Scrubber for \$15,000 that is no longer used for the maintenance operations at the Westminster Promenade.

**Summary Statement**

- The Tennant Power Scrubber was lease/purchased by the City in 2001 for \$36,000 and was used for washing the brick pavers on a daily basis.
- In 2003, a new management company took over the Westminster Promenade and the cleaning methods were re-evaluated to minimize damage to the pavers that was being caused by the cleaning process. It was also determined that the power scrubber could not clean the deep stains in the brick pavers and was not as effective or efficient as power washing for light spills.
- Staff had the power scrubber listed at an equipment auction in 2004. The one offer received of \$12,000 did not meet the City's reserve bid and was not accepted.
- In October 2005, Staff received an offer from High Country Coatings, Inc. to purchase the power scrubber for \$15,000, which meets the value for three-year-old equipment of this type.
- Proceeds from this sale will be used to pay off the existing lease purchase balance of \$4,111. The remaining proceeds will be deposited into the General Fund.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

Does City Council wish to authorize the sale of the City’s Tennant Power Scrubber?

**Alternatives**

1. Direct Staff to keep the power scrubber and continue to use it for Westminster Promenade maintenance. Staff does not recommend this as the current method of contracting out deep stain removal is more efficient and cost effective.
2. Rebid the piece of equipment to see if a higher price can be achieved. Staff does not recommend this as based upon the specialty use of a power scrubber, it has been difficult to find a party interested in purchasing a used piece of equipment of this type.

**Background Information**

On October 12, 1998, Council authorized the City Manager to enter into a two-year, automatically renewable agreement with American Multi-Cinema, Inc. Westminster Promenade (AMC) to perform maintenance at the Westminster Promenade. A new maintenance agreement with WestCol Center L.L.C. and WestCol Theatres was executed in June 2000 and extended the original maintenance agreement for three years, with one-year automatic renewable periods.

The large numbers of visitors that visit the food vendors and businesses at the Westminster Promenade have created a maintenance challenge to keep the brick pavers clean. In 2001, the property manager of WestCol Center (Promenade) requested Staff to wash the pavers on a daily basis. The previous method of cleaning the pavers by pressure washing was too time-consuming and the pressure washing was removing sand between the pavers resulting in pavement shifting.

To satisfy the requirement of WestCol Center to clean on a daily basis, Staff lease/purchased a power scrubber in 2001. The power scrubber was used for the next three years with unimpressive results for cleaning grease stains from the pedestrian walkways. In 2003, a new property management company, The Laramie Company, was hired by the owner of the Westminster Promenade and significant changes were made in the method used to clean the pedestrian walkways. Staff discontinued use of the power scrubber in 2004 and, in a cooperative agreement with the property manager, contracted with a cleaning service to remove deep stains on the pavers on a monthly basis.

Staff began looking for a way to dispose of the power scrubber in 2004 by listing it with an independent auction company. The only offer received of \$12,000 did not meet the City’s reserve bid and was not accepted. The Tennant Company that originally sold the scrubber advised their client base that the City was interested in selling the unit. As a result, High Country Coatings, Inc. of Aurora, Colorado has offered to purchase the scrubber from the City of Westminster for \$15,000. Pursuant to Municipal Code 15-2-1, since the agreed selling price of this equipment exceeds \$5,000, City Council must authorize the sale.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Intergovernmental Agreement between the City of Westminster and Adams 12 Five Star Schools for the Acquisition and Development of Real Property and Facilities located at 128<sup>th</sup> Avenue and Huron Street

**Prepared By:** John Carpenter, Director of Community Development

**Recommended City Council Action:**

Authorize the City Manager to execute an Intergovernmental Agreement between the City of Westminster and Adams 12 Five Star Schools for the acquisition and development of real property and facilities located at 128<sup>th</sup> Avenue and Huron Street, in substantially the form as attached.

**Summary Statement:**

- Staff has negotiated an (IGA) Intergovernmental Agreement with School District #12 staff that is ready for review by City Council regarding the new high school. In 2003, the School District was exploring potential sites for a 5<sup>th</sup> district high school and asked for proposals by interested municipalities. The Cities of Westminster, Broomfield, and Thornton submitted proposals. Westminster’s proposal included two sites: 1) 120<sup>th</sup> Avenue/Federal Boulevard – northeast corner; and 2) 128<sup>th</sup> Avenue/Huron Street – southeast corner. The school board selected the latter site in part based on the City’s proposal.
- The District proceeded to acquire the entire 139 acre parcel through eminent domain after negotiations with the property owners proved fruitless. Construction on the high school began in 2004 and the building will open in August 2006.
- The attached draft IGA includes the key provisions of the City’s original offer. The key points of the IGA are listed in the background section.

**Expenditure Required:** Approximately \$3,850,000

**Source of Funds:** Street Improvements-General Improvement Fund – General Fund CIP and New Development Participation (\$1,000,000)

Tanglewood Open Space  
City of Westminster Open Space (\$775,000)  
Adams County Open Space Funds (\$775,000)

School Site Cash in Lieu Fees - General Capital Improvement Fund (Approximately \$1,300,000)

## **Policy Issue**

Should the City enter into this proposed agreement with School District #12 regarding school facilities?

## **Alternative**

Do not approve this agreement. Staff does not recommend this since both the City and District have been relying upon the earlier agreements made by the City and the District.

## **Background Information**

The following are the key provisions of the IGA:

1. The District will:
  - a. Build a new high school on a 60 acre site.
  - b. Build a new middle school on a 20 acre site.
  - c. Build a 2<sup>nd</sup> district stadium on a 20 acre site.
  - d. Construct a new elementary school at the Bradburn development.
  - e. Sell approximately 40 acres to the City of Westminster along Tanglewood Creek for open space.
  - f. Build 124<sup>th</sup> Avenue, 125<sup>th</sup> Avenue, and Delaware Street to serve the site. The City will pay ½ of the cost of Delaware Street abutting the open space.
  - g. Use reclaimed water for irrigation.
2. The City will:
  - a. Construct improvement to 128<sup>th</sup> Avenue and Huron Street abutting the site.
  - b. Donate the Bradburn Elementary school site to the District. This site was acquired at no cost to the City through developer donation.
  - c. Provide school site cash-in-lieu payments collected from residential projects within the School District #12 boundaries to the district valued at over \$1,300,000.

Westminster has a long history of intergovernmental cooperation with School District #12. Most of District 12 Westminster facilities are on sites donated by the City. The City was the first city served by School District #12 to require residential developers to donate sites exclusively for school purposes or pay a fee-in-lieu of donation. To date, the City has collected over \$1.3 million within the boundaries of School District #12, which has not yet been disbursed to the district.

The City Council and staff have long desired that a School District #12 high school be built in Westminster. In October 2002, 1,031 Westminster students attended high school in School District #12. An additional 333 Westminster high school students are projected by build out. In 2000, about 11% of School District #12 residents lived in Westminster and 27% of the District's entire assessed valuation was from Westminster. Of the current high schools, two are in Thornton, one is in Broomfield, and one is in Northglenn. As part of the site selection process for the 5<sup>th</sup> high school, Westminster, Thornton, and Broomfield submitted proposals. Westminster's proposal for a site at 128<sup>th</sup> Avenue/Huron Street was ultimately selected based on Westminster's proposal. The high school is under construction and will open in August 2006.

Staff has been in negotiations regarding an IGA to "memorialize" the terms of Westminster's proposal for many months. The IGA is now ready for review by Council.

Staff is still in the process of performing some value engineering on the project. In addition, staff is identifying additional sources of funding as the New Development Capital Improvement Project does not have adequate funds to cover the roadway expenses, but staff anticipates between value engineering and potential additional revenue sources, we will be able to cover the cost of the work.

Staff believes that the IGA has many desirable aspects for Westminster residents:

- The high school and middle school will provide top notch educational facilities.
- The high school will provide facilities available to the general public such as a state-of-the-art theater.
- School District #12 is planning an aquatics center on the high school site that will feature a 50 meter swimming pool designed to attract statewide swimming competitions. Per district representatives, the center will open by August 2007.
- The Bradburn Elementary School will greatly enhance the desirability of that neighborhood.
- Staff is negotiating to have access to the middle school gym and ball fields for City programs similar to the Wayne Carle Middle School project.
- Improvements to Huron Street and 128<sup>th</sup> Avenue will enhance traffic flow in the area.
- The proposed Tanglewood Creek Open Space will provide land on which to build the proposed Tanglewood Creek Trail, preserve a beautiful natural area and protect a mountain view corridor from I-25. The Adams County Open Space Advisory Board is recommending a grant to the City for \$775,000 to pay ½ of the estimated cost of this purchase.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Intergovernmental Agreement

# **INTERGOVERNMENTAL AGREEMENT**

## **Between the City of Westminster and Adams 12 Five Star Schools For the Acquisition, Development of Real Property and Facilities Located at 128<sup>th</sup> Avenue and Huron Street High School #5**

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **CITY OF WESTMINSTER**, a Colorado home rule municipality, hereinafter called the "City," and **ADAMS 12 FIVE STAR SCHOOLS**, a Colorado school district, hereinafter called the "School District." The City and School District may be referred to collectively or separately as "Parties" or "Party" or "Jurisdiction."

### **RECITALS:**

WHEREAS, the School District intends to acquire certain unimproved property located at 128<sup>th</sup> Avenue and Huron Street, City of Westminster, more particularly described in Exhibit A (hereinafter referred to as the "School Property") attached hereto as Exhibit A and as depicted in Exhibit C; and

WHEREAS, the School District will develop a portion of the School Property as the location for High School #5 (hereinafter referred to as the "High School Site"), as more particularly described in Exhibit B and as depicted in Exhibit C; and

WHEREAS, the City desires to acquire certain land adjacent to the High School Site for use as City of Westminster Open Space, as depicted in Exhibit C, and

WHEREAS, the City strongly supports the School District in its efforts to build the high school, as well as provide for development of a future middle school, stadium, and elementary school in the City and desires to assist the School District in the manner provided in this Agreement; and

WHEREAS, the City and the School District support joint use of facilities and the City and the School District desire to work cooperatively with one another to address present and future school needs of the area of the City serviced by the School District and to address related matters; and

WHEREAS, the School District and the City desire to enter into an agreement for the acquisition, joint development and use of the School Property to facilitate the needs of the School District and the City; and

WHEREAS, the City has adopted a Land Dedication for Public School Sites Ordinance (City Code 11-6-8 (F) that requires developers to provide land or cash-in-lieu of land when developing any new residential units built in the City; and

WHEREAS; The City and the School District have agreed to enter into a separate Intergovernmental Agreement to address the details of collection and disbursement of cash in lieu funds in accordance with the provisions of City Code 11-6-8 (F); and WHEREAS, the people of the state of Colorado have encouraged such cooperation and contracting through the adoption of Article XIV, Section 18(2) of the Colorado Constitution; and

WHEREAS, the purpose of Part 2 of Article 1 of Title 29, C.R.S. is to implement the aforesaid provisions of the Colorado Constitution and authorizes the Parties to enter into intergovernmental agreements; and

WHEREAS, Section 29-1-203(1), C.R.S. provides, inter alia, that governmental units may cooperate with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including sharing of costs;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, as well as the mutual agreements made by the Parties set forth herein, the Parties agree and contract as follows:

## **AGREEMENT:**

### **SECTION 1. SCHOOL PROPERTY ACQUISITION**

#### **1.1 Land for School Facilities.**

The School District will acquire approximately 138.62 acres of land through purchase or by eminent domain, hereinafter called the "School Property". The legal description of the School Property is set forth on Exhibit A, attached hereto and made a part hereof.

#### **1.2 High School.**

The School District will develop 60.0 acres of the School Property as a High School Site; the legal description of the High School Site is set forth in Exhibit B. (The School District will construct the high school and the related on-site facilities necessary to accommodate approximately 2,000 students in accordance with the School District's educational specifications and programming requirements. The estimated opening of the school will be August 1, 2006. The layout for the High School Site is shown on the map

attached as Exhibit C. The parties recognize that the layout is subject to changes by the School District. As provided in Section 2.1 below, the City will not assert the provisions of C.R.S. § 22-32-124 as grounds for the City to delay or in any way modify construction of the High School Site on the School Property.

### 1.3 Future School Improvements.

(a) Middle School. The School District plans to build a new middle school on the School Property south of the High School Site, as shown in Exhibit C, (hereinafter referred to as the "Middle School Site").

(b) Stadium and/or other facilities. The School District plans to build additional facilities on the School Property, as shown on Exhibit C.

## SECTION 2. SCHOOL PROPERTY DEVELOPMENT COSTS

### 2.1 Subdividing and Platting.

The City will assist the School District in obtaining City approval of any required subdividing and platting of the School Property. Any such processes shall be handled administratively, without the necessity of public hearings. The City agrees that the School District may develop and use the School Property for a high school, future middle school and future stadium without further action or review by the City, the City's planning commission, City Council or any other group organized by or reporting to the City, and without the payment of any fees except water and sewer utility fees as provided for in Section 2.2(c) below or any dedication or contribution requirements. A drainage study related to the use of the School Property shall be completed and paid for by the School District.

### 2.2 Utilities.

(a) Utilities. Potable water, reclaimed water and sewer utility lines are located within the Huron Street right of way adjacent to the High School Site and the School Property. The School District shall be solely responsible for any extensions of City utilities onto the School Property to serve the proposed high school, middle school and district stadium. The parties acknowledge that the Utility Study dated August 13, 2003 by Drexel Barrel & Co. concludes that there is adequate water and sewer capacity to serve the High School.

(b) Reclaimed Water. The City will make available to the School District a reclaimed water tap and reclaimed water for the irrigation of landscaping of the School Property, at a cost that is 20 percent less than potable water, or which represents rates charged to commercial customers for potable water. The City represents that there is an

existing reclaimed water line located within the Huron Street right-of-way, directly adjacent to the High School Site. City of Westminster shall install a pressure reducing station in the right-of-way at the NE corner of 125<sup>th</sup> and Huron Street for District use by May 1, 2005.

(c) **Potable Water Fees.** The School District shall pay the City's normal water and sewer tap fees as set forth in this paragraph. The City's current water fee for a six-inch irrigation water tap is \$792,110 and the current tap fee for a three-inch regular water tap is \$192,710.. The City's current tap fee for sewer service is \$117,138 for the High School Site. The School District shall not be required to dedicate any water or water shares to the City. These fees only apply to the High School Site and not other abutting district property. The City shall permit the District to proceed with the connections to the City's water and sanitary sewer system immediately following the District's payment of said fees.

### **2.3 Street Improvements – High School Site.**

The School District will construct the following street improvements as part of the High School Site, to be completed by August 1, 2006. The street extensions will be dedicated to the City at the completion of the project and maintained by the City at its sole cost and expense.

(a) **125<sup>th</sup> Avenue.** This 34 foot wide residential street shall be built to City standards with 50 foot right-of-way from Huron Street to Delaware Street along the alignment of 125<sup>th</sup> Avenue, as shown in Exhibit C.

(b) **Delaware Street (north section).** This 34 foot wide residential street shall be built to City standards with 50 foot right-of-way from 125<sup>th</sup> Avenue north to 128<sup>th</sup> Avenue, as shown in Exhibit C. If the City acquires the Tanglewood Creek Open Space, the City agrees to reimburse the School District 50 percent of the cost of design and construction of the northern section of Delaware Street, including right-of-way costs.

### **2.4 Street Improvements – Middle School Site.**

The School District will construct the following street improvements as part of the Middle School Site, anticipated to be completed by August 1, 2007. The street extensions will be dedicated to the City at the completion of the project and maintained by the City at its sole cost and expense

(a) **Delaware Street (south section).** This 34 foot wide residential street shall be built to City standards with 50 foot right-of-way from 125<sup>th</sup> Avenue south to the southern boundary of the School Property, as shown in Exhibit C. If the City acquires the Tanglewood Creek Open Space, the City agrees to pay 50 percent of the cost of design and construction of the southern portion of Delaware Street, including the right-of-way land costs .

(b) **124<sup>th</sup> Avenue.** The City and District shall work cooperatively to address the issues relating to the 124<sup>th</sup> Avenue extension. If this 34 foot wide residential street is constructed, it shall be built to City standards with 50 foot right-of-way from Delaware Street to Huron Street along the alignment of 124<sup>th</sup> Avenue, as shown in Exhibit C. Consideration shall be given to necessary land section trade offs, rights-of-way, additional roadway (Delaware Street south) realignments, development costs, school facilities and/or use of joint use fields for the Middle School Site to accommodate the potential 124<sup>th</sup> Avenue extension to Delaware Street. The parties shall commence negotiation pertaining to these issues approximately 6 months after execution of this Agreement.

### **SECTION 3. OFF-SITE STREET IMPROVEMENTS TO BE CONSTRUCTED BY THE CITY**

The parties agree that the following improvements to the roadways, underpasses, sidewalks and related facilities adjacent to the School Property are important to the safety of the schools and the community and should be completed in conjunction with the development of the High School Site. The City agrees to construct said improvements at its sole cost. Except as otherwise provided below, such improvements shall be completed prior to the opening of the High School.

(a) **Huron Street – 124<sup>th</sup> Avenue to 128<sup>th</sup> Avenue.** The City will construct improvements to Huron Street adjacent to or serving the School Site including sidewalks, acceleration and deceleration lanes and underground utility lines.

(b) **128<sup>th</sup> Avenue. – Huron Street to Eastern Boundary of High School Site.** The City will construct improvements to 128<sup>th</sup> Avenue adjacent to or serving the High School Site including sidewalks, acceleration and deceleration lanes, landscaping and underground utility lines.

(c) **Traffic Signals.** The City agrees to provide and install traffic control signals at the intersections of 125<sup>th</sup> Avenue and Huron Street, and 128<sup>th</sup> Avenue and Delaware Street. Work will be coordinated with other street improvements on or adjacent to the High School Site. Signal installation shall be completed by August 1, 2006. The traffic control improvements provided by the City shall include the addition of reduced speed safe school zone flashing light systems to be located on Huron street at locations to be agreed to by the parties and at recommended distances from District property.

(d) **Huron Street – 128<sup>th</sup> Avenue to 150<sup>th</sup> Avenue.** The City agrees to widen Huron Street to a four-lane road with landscaped median from 128<sup>th</sup> Avenue to 150<sup>th</sup> Avenue, beginning in 2004, with the segment between 128<sup>th</sup> Avenue and 136<sup>th</sup> Avenue to be completed by no later than August 1, 2006. In conjunction with the widening of Huron Street, The City will also construct pedestrian trail underpasses at Big Dry Creek (130<sup>th</sup> Avenue) and at Quail Creek (134<sup>th</sup> Avenue) which shall be completed by August 1, 2006.

(e) 128th Avenue. When funds become available, the City will construct a pedestrian underpass under 128th for the proposed Tanglewood Creek Trail and a concrete trail along Tanglewood Creek from the Big Dry Creek Trail to 124th Avenue (approximately one mile in length). The City will acquire the property required to complete these improvements and will construct the improvements within a reasonable time, not to exceed two (2) years, after acquisition of such property.

#### **SECTION 4. CITY LAND PURCHASE**

##### **4.1 Tanglewood Creek Floodplain**

The City has the option but not the obligation to purchase from the School District approximately 40 acres of the Tanglewood Creek floodplain area and abutting property, as shown on the map attached as Exhibit C as the Westminster Open Space, within one year after the property is acquired by the School District or January, 2007, whichever is later. The purchase price will be equal to the actual appraised value per acre of the parcels to be acquired by the City as prepared for the School District by Kevin Shay of the Peterson Company and used to determine the price paid by the School District for said parcels. If the City purchases the approximately 40 acre parcel, the City agrees to accept on that parcel the discharge of the detained storm water draining from the detention pond(s) and water quality controls located on adjacent school sites, in accordance with accepted engineering standards.

#### **SECTION 5. BRADBURN VILLAGE ELEMENTARY SCHOOL SITE**

##### **5.1 Dedication of the Elementary School Site in Bradburn Village.**

The City agrees to convey, at no cost to the School District, an approximately nine acre elementary school site within the Bradburn Village development, to be located south of 117th Avenue at Tennyson Street (the "Elementary School Site"), the precise boundaries to be mutually agreed upon by the parties. The City shall convey the Elementary School Site to the School District upon 30 days prior written notice that the School District is proceeding to build an Elementary School on the site. The City shall cause to be constructed at no cost to the School District, all roads adjacent to the Elementary School Site and shall provide for all utilities required for the Elementary School Site to be stubbed to and serving the site. City reclaimed water may not be available at the site. The School District is responsible for payment of all utility tap and connection fees.

##### **5.2 City Park Adjacent to Bradburn Village Elementary School Site.**

The City, at no expense to the School District, plans to construct a park, including a playground, on the 10-acre parcel adjacent to the above-referenced Elementary School Site within the Bradburn Village development. The City and the School District shall work together regarding the design of all park improvements and play structures. The City will attempt, depending upon the availability of funds and the construction date of the school, to construct the park concurrently with the school construction so that the park will be available for school use when the school opens.

## **SECTION 6. JOINT USE OF RECREATIONAL FACILITIES**

The School District and the City will negotiate a separate IGA/Master Joint-Use Agreement for the use and maintenance of School District and City fields and recreational facilities within the City including the fields at the new High School Site as well as the other School District improvements located on the School Property. The parties shall commence negotiation on such separate IGA approximately 24 months before the projected completion of the High School and shall use their best efforts to complete such negotiations approximately 6 months before such facilities are available for use.

## **SECTION 7. CASH-IN-LIEU REVENUE**

The City has adopted a Land Dedication for Public School Sites Ordinance to assist the School District in developing new schools. The School District acknowledges that these fees are intended to reimburse the District for the cost of acquiring the High School Site. The City agrees to pay the District the cash in lieu fees collected through the date of execution of this Agreement within thirty days after execution of this Agreement. Future cash in lieu fees will be paid in accordance with the separate Intergovernmental Agreement to be executed between the parties.

## **SECTION 8. LIABILITY AND INSURANCE**

### **8.1 Liability.**

During the term of this Agreement, each Party hereto shall take all steps necessary to extend coverages under its general liability and other insurance coverages to the real property and improvements subject to this Agreement and owned by that Party, and to that Party's activities on its property or pursuant to this Agreement.

### **Insurance.**

The Parties hereto understand and agree that the City, the School District, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000

per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either Party, their officers or their employees.

## **SECTION 9. NOTICE**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally delivered or served by facsimile. Notice shall also be sufficient if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when received by the other Party.

City of Westminster  
Attention: City Manager  
4800 West 92nd Avenue  
Westminster, CO 80031  
Fax No. 303-430-1809

Adams 12 Five Star Schools  
Attention: Robert K. Webber  
Assistant Superintendent of Business Services  
Educational Support Center  
1500 East 128<sup>th</sup> Avenue  
Thornton, CO 80241  
Fax No. 720-972-4398

## **SECTION 10. OTHER AGREEMENT PROVISIONS**

### **10.1 Integration and Amendment**

This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings concerning the subject matter contained herein. Only an instrument in writing signed by the Parties may amend this Agreement. In the event this Agreement conflicts with or is inconsistent in any way with other agreements between the Parties concerning joint use of facilities, the terms of this Agreement shall be controlling.

### **10.2 Venue**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.

### **10.3 Severability**

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

### **10.4 Waiver of Breach**

A waiver by any party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

**10.5 Non-discrimination**

Neither of the Parties hereto shall discriminate on the basis of age, sex, race, religion, ancestry, national origin, physical or mental disability in any policy or practice.

**10.6 Compliance with Law**

The work and services to be performed hereunder shall be done in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

**10.7. Recording**

The School District and the City may record this Agreement, and both Parties shall receive a copy of the recorded Agreement in such event.

**10.8 No Third Party Beneficiaries**

This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

**10.9 Assignment**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

**10.10 Interpretation**

The Parties represent that this Agreement is the result of negotiations between the parties. In the event of any legal action to interpret any provision of this Agreement, the Agreement shall not be construed in favor of or against the interests of either Party as a result of its participation in drafting the document, and both Parties shall be deemed to have contributed equally to the language contained herein.

**10.11 Attorney/Expert Fees**

In the event legal action is necessary to enforce any provisions of this Agreement, or to recover damages for the breach hereof, the prevailing party shall recover from the defaulting party all of its costs and reasonable attorney and expert fees.

**10.12 Default**

Time is of the essence. If any payment or any other condition, obligation, or duty its not timely made, tendered, or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damages or both.

#### **10.13 TABOR**

The City and the School District intend that this Agreement comply with Colorado law and, in particular, with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. To the extent funds have not been irrevocably pledged for any obligation in this Agreement, such obligation shall be contingent on and subject to prior appropriation of funds by the governing body of the obligated party.

#### **10.14 Execution**

This Agreement shall not be binding upon any Party hereto unless and until the governing entities of each Party have formally approved this Agreement as required by law and caused the Agreement to be signed in a manner and by authorized persons consistent with applicable statute, policy, ordinance or resolution.

#### **10.15 Additional Documents or Action**

The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

#### **10.16 Execution in Counterparts**

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

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ADAMS 12 FIVE STAR SCHOOLS**

By: Robert K. Webber  
Robert K. Webber  
Assistant Superintendent of Business Services

APPROVED AS TO FORM:

Linnea M. Simons  
Linnea M. Simons  
Caplan and Earnest, LLC  
General Counsel for Adams 12 Five Star Schools

**CITY OF WESTMINSTER, COLORADO**

ATTEST:

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

By: \_\_\_\_\_  
Brent McFall, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin McCullough, City Attorney



## Agenda Item 8 M

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Sale of 15.636 Acre Parcel between the Westminster Promenade and Circle Point

**Prepared By:** Susan Grafton, Economic Development Manager

### Recommended City Council Action

Authorize the City to sell the 15.636 acre parcel north of the Promenade to Urban Pacific Builders for \$5,550,000 and authorize the City Manager to execute all documents necessary to complete the closing of this transaction including applicable real estate broker's commissions.

### Summary Statement

- The parcel being sold has been vacant for a number of years.
- Urban Pacific Builders has negotiated a Purchase and Sale Agreement with City Staff to acquire the property for \$5,550,000.
- Closing on the sale of the property is expected to occur by April 30, 2006.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

Should the City sell the 15.636 acre parcel to Urban Pacific Builders for \$5,550,000?

**Alternatives**

1. Do not sell the property. This action would preclude development in this area.
2. Request more money for the property. The Urban Pacific Builders' offer is a very fair offer at \$8.15 per s.f. and more than reimburses the City's acquisition cost.

**Background Information**

This 15.636 acre parcel was originally delineated in January 2002 when the City was working with a big box tenant to locate on the parcel. The south portion of the property was acquired from the Ryan Family in January 2001 to help facilitate appropriate connectivity between the Westminster Promenade and Circle Point. The north portion of this 15.636 parcel was originally part of the Circle Point Business Park. The two portions were assembled to provide a large enough parcel for appropriate development.

Urban Pacific Builders proposes to build a multi-story, multiple building, condominium project on this parcel. There will also be ancillary, ground floor retail facing south towards the Promenade. The proposed spine road connection between the Promenade and Circle Point will be constructed as a part of the project.

The exact boundaries of the parcel to be sold to Urban Pacific Builders will not be set until the Preliminary Development Plan for the project has been completed. Exhibit A illustrates the anticipated boundaries of the parcel to be sold to Urban Pacific Builders. The purchase price to be paid by Urban Pacific Builders will be \$5,550,000. A 3% brokerage commission will be deducted from the proceeds at the time of closing.

Council authorization is needed to allow the City Manager to execute the Purchase and Sale Agreement as well as all other documents necessary to close this land transaction with Urban Pacific Builders.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005

**SUBJECT:** Call for November 7, 2005, Special Meeting

**Prepared By:** Linda Yeager, City Clerk

**Recommended City Council Action**

By motion, call for a special meeting to be held on Monday, November 7, 2005, beginning at 7:30 p.m. to conclude the unfinished business of the seated Council and to satisfy Westminster Charter requirements relative to the commencement of terms of Councillors and the Mayor and the election of a Mayor Pro Tem.

**Summary Statement**

Section 3.2(d) of the Westminster City Charter provides that the terms of office of Councillors and the Mayor shall commence at 8:00 p.m. on the Monday next following the regular city election at which they are elected. Generally, the Monday following the regular city election falls on the second Monday of the month and is a regular Council meeting date. This year is an exception and the first Monday following the election is also the first Monday of the month, necessitating that the Council conduct a special meeting.

Procedure concerning the Council's meetings is outlined in Chapter VII of the City Charter. Section 7.1 indicates that an organizational meeting shall be held on Monday following each regular city election. Section 4.4 requires the election of the Mayor Pro Tem after newly elected members take office.

**Expenditure Required:** \$0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager



## WESTMINSTER

City of Westminster

October 24, 2005

Office of the Mayor

4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado  
80031-6387

303-430-2400

FAX 303-428-4564

Linda Yeager, City Clerk  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

Dear Linda:

Please call a special meeting of the City Council for Monday, November 7, 2005 at 7:30 p.m. to be held at City Hall in the City Council Chambers, 4800 West 92<sup>nd</sup> Avenue, for the following purposes:

Conclude the unfinished business of the seated City Council

Administer the Oath of Office to newly elected City Councillors at 8:00 p.m.

Elect a Mayor Pro Tem

Sincerely,

Nancy McNally  
Mayor

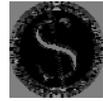


## Agenda Item 8 O

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Second Reading Councillor's Bill No. 60 re Surplus Equipment Disposal Amendments

**Prepared By:** Carl F. Pickett, Purchasing Officer

### Recommended City Council Action

Pass Councillor's Bill No. 60 on second reading, approving amendments to Chapter 2, Title 15 of the Westminster Municipal Code pertaining to the disposal of surplus City owned equipment.

### Summary Statement

- Currently, the City Manager has the authority to dispose of surplus City equipment with a value under \$5,000 through trade, a formal bid process, or public auction.
- On occasion, the City finds itself with specialized, obsolete equipment that has no commercial value other than scrap, but can be utilized by other governmental agencies.
- Staff is proposing an amendment that includes donations as an acceptable method for disposing surplus equipment.
- Donations under \$5,000 could be approved by the City Manager. Donations of \$5,000 or more would still require the approval of City Council.
- City Council action is requested to pass the attached Councillor's Bill on second reading.
- This Councillor's Bill was passed on first reading on October 10, 2005.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3245**

COUNCILLOR'S BILL NO. **60**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

**Kauffman - Price**

**A BILL**

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE  
CONCERNING THE METHODS AND PROCEDURES OF DISPOSAL OF CITY PROPERTY**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 15-2-1, W.M.C., is hereby AMENDED to read as follows:

**15-2-1: METHODS OF DISPOSAL AND PROCEDURES:**

(A) Obsolete, surplus or other City property, including real estate, may be traded as part of the purchase of new property, sold to the public through formal bidding procedures or public auction, DONATED or disposed of in some other manner that has been approved by City Council.

(B) An agreement for the trade or sale of City property with an estimated value of \$5,000 or more per item shall be approved by City Council. All other agreements for the trade or sale of City property shall be approved by the City Manager.

(C) THE CITY MANAGER MAY AUTHORIZE THE DONATION OF CITY PROPERTY WITH A VALUE OF LESS THAN \$5,000 IF SUCH PROPERTY CANNOT BE DISPOSED OF THROUGH TRADE OR SALE, OR IF SUCH PROPERTY IS DEEMED TO BE OF SUCH NOMINAL VALUE THAT TRADE OR SALE IS IMPRACTICAL. CITY COUNCIL MAY AUTHORIZE THE DONATION OF CITY PROPERTY REGARDLESS OF ITS VALUE.

~~(C)~~(D) When City property is to be sold through formal bidding procedures or public auction, a notice inviting bids or a notice of public auction shall be published at least once in an area newspaper selected for maximum impact on prospective bidders or shall be sent to three or more potential bidders at least FIVE (5) days prior to the public auction or the deadline for receipt of bids. The notice shall include a general description of the property to be sold.

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 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of October, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney's Office



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Second Reading Councillor's Bill No. 61 re Amendment to the City Council Allowance

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

**Recommended City Council Action:**

Pass Councillor's Bill No. 61 on second reading amending City Council's monthly expense allowance, providing all Council members a monthly allowance, including the Mayor, in the amount of \$200/month to cover cell phone, internet service, fax line and car expenses for local, within Westminster, travel effective November 14, 2005.

**Summary Statement**

- This proposed amendment modifies the "local commuting" definition from those counties included within the Denver Regional Council of Governments (DRCOG) (i.e., Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Gilpin, and Jefferson Counties) to any travel outside of the City's limits. Staff is also proposing that the Mayor's allowance be reduced from \$250/month to \$200/month in concert with this change. This amendment eliminates the differential amount of \$50 per month originally adopted for the Mayor and allows all Council members to submit for mileage reimbursement for trips made outside of the City limits on City business. An additional \$5,000 to City Council's budget is included in the proposed amendment to the 2006 Adopted Budget ordinance on tonight's City Council agenda to cover the anticipated increased costs associated with the mileage reimbursement change.
- City Council action is requested to pass the attached Councillors Bill on second reading
- This Councillor's Bill was passed on first reading on October 10, 2005.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3246**

COUNCILLOR'S BILL NO. **61**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

**Dixon - Davia**

**A BILL**

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING SALARIES FOR ELECTIVE OFFICERS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title I, Chapter 7, W.M.C., is hereby AMENDED to read as follows:

**1-7-1: ELECTIVE OFFICERS:** The salaries of the City's elective officers shall be as follows:

|  |                   |
|--|-------------------|
| Mayor  | \$1,000 per month |
| Mayor Pro Tem, elected by Council              | \$ 900 per month  |
| Councillors, other than Mayor or Mayor Pro Tem | \$ 800 per month  |

The City's elective officers shall receive an additional monthly allowance for expenses related to the performance of their respective duties. Commencing January 1, 2007, the allowance shall be adjusted, and biennially thereafter each January 1, by the then current Denver/Boulder Consumer Price Index, rounded to the nearest whole dollar. This allowance shall be in lieu of any reimbursement to which the Mayor, Mayor Pro Tem or Councillor may otherwise be entitled to for Internet service, fax communications, cell phone usage, and local commuting costs **WITHIN THE CITY LIMITS. ALL MILEAGE FOR TRIPS OUTSIDE OF THE CITY LIMITS SHALL BE A REIMBURSEABLE EXPENSE.** ~~including mileage for attendance at meetings and conferences located within the Denver metropolitan area as defined by the counties included within the Denver Regional Council of Governments (DRCOG).~~

The allowances shall be as follows:

|                                      |                            |
|--------------------------------------|----------------------------|
| <del>Mayor</del>                     | <del>\$250 per month</del> |
| MAYOR, Mayor Pro Tem and Councillors | \$200 per month            |

In addition, the City shall contribute to the City deferred compensation accounts of each such officer an amount equal to the officer's City deferred compensation contributions. The combined contributions from the City and the elective officer shall be subject to all applicable I.R.S. regulations, but in no event shall such combined contributions from the City and the elective officer exceed 25% of the officer's total City salary.

Section 2. This ordinance shall take effect on November 14, 2005.

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 10<sup>th</sup> day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>th</sup> day of October, 2005.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Second Reading Councillor’s Bill No. 62 re Amendment to the 2006 Adopted Budget

**Prepared By:** Steve Smithers, Assistant City Manager  
Barbara Opie, Assistant to the City Manager  
Emily Moon, Senior Management Analyst

**Recommended City Council Action:**

Pass Councillors Bill No. 62 on second reading amending the FY2006 budgets of the General, General Reserve, Utility, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Property Liability, Workers Compensation, Sales & Use Tax, General Capital Improvement and Debt Service Funds.

**Summary Statement**

- A financial update/budget review was conducted to review any recommended modifications to the 2006 budget, review any new citizen requests, and address any miscellaneous financial issues that Staff or Council wished to raise. Staff conducted this Budget Review at City Council’s September 19 Study Session.
- This Agenda Memorandum includes a summary of the items discussed at the Budget Review and highlights the significant changes to the 2006 Adopted Budget.
- A public meeting on the 2006 Adopted Budget was held on Monday, September 12, providing the public an opportunity to receive a financial update and make any requests of Council for the 2006 budget year. At that meeting, City Council received two requests from citizens that are included in this document.
- City Council action is requested to pass the attached Councillors Bill on second reading.
- This Councillor’s Bill was passed on first reading on October 10, 2005.

**Expenditure Required:** \$144,232,177, plus \$18,099,250 in reserves and \$4,237,769 in contingency accounts

**Source of Funds:** General, General Reserve, Utility, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Sales & Use Tax, Open Space, Conservation Trust, General Capital Improvement, and Debt Service Funds

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3247**

COUNCILOR'S BILL NO. **62**

SERIES OF 2005

INTRODUCED BY COUNCILLORS  
**Davia - Price**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL FUND, UTILITY FUND, FLEET MAINTENANCE FUND, GENERAL CAPITAL OUTLAY REPLACEMENT FUND, SALES AND USE TAX FUND, GENERAL CAPITAL IMPROVEMENT FUND, GENERAL RESERVE FUND, GOLF COURSE FUND AND DEBT SERVICE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OR UN-APPROPRIATION FROM THE 2006 ESTIMATED REVENUES IN THE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$86,209,579 is hereby decreased by \$813,252 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$85,396,327. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 2. The \$813,252 decrease in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006 Adopted | Amendment | 2006 Revised |
|-------------------|-----------------|--------------|-----------|--------------|
| Prop Tax Adco     | 1000.40035.0010 | \$2,075,033  | \$172,801 | \$2,247,834  |
| Prop Tax Jeffco   | 1000.40035.0020 | 1,912,092    | (22,801)  | 1,889,291    |
| Admis Movies      | 1000.40050.0006 | 500,000      | (25,000)  | 475,000      |
| Bldg Pmt Com Ad   | 1000.40185.0010 | 300,000      | 68,000    | 368,000      |
| Bldg Pmt Res Jef  | 1000.40190.0020 | 250,000      | (50,000)  | 200,000      |
| Cigarette Tax     | 1000.40340.0000 | 310,000      | (60,000)  | 250,000      |
| Auto Own Adco     | 1000.40350.0010 | 260,000      | (20,000)  | 240,000      |
| Road & Bridge Ad  | 1000.40400.0010 | 325,000      | 35,000    | 360,000      |
| Road & Bridge Jef | 1000.40400.0020 | 600,000      | 10,000    | 610,000      |
| Admis Senior Ctr  | 1000.40820.0017 | 190,000      | 37,515    | 227,515      |
| Admis Standley    | 1000.40820.0256 | 375,000      | 10,000    | 385,000      |
| Admis City Park   | 1000.40820.0860 | 975,000      | (35,000)  | 940,000      |
| Admis CP Fit      | 1000.40820.0861 | 760,000      | (50,000)  | 710,000      |
| Admis Kings Mills | 1000.40820.0964 | 6,500        | 10,500    | 17,000       |
| Admis Cntryside   | 1000.40820.0965 | 50,000       | 7,000     | 57,000       |

|                     |                 |            |             |            |
|---------------------|-----------------|------------|-------------|------------|
| Adult Activities    | 1000.41030.0503 | 925,000    | 25,000      | 950,000    |
| Franch Fee Xcel     | 1000.41180.0040 | 2,422,560  | 77,440      | 2,500,000  |
| Franch Fee Cable    | 1000.41180.0052 | 715,000    | 60,000      | 775,000    |
| EMS Svc Fee         | 1000.41220.0000 | 1,550,000  | 215,000     | 1,765,000  |
| Street Cut Fee      | 1000.41230.0000 | 300,000    | (100,000)   | 200,000    |
| Concrete Repl Fee   | 1000.41240.0000 | 110,000    | 45,000      | 155,000    |
| Maint Promenade     | 1000.41280.0106 | 360,764    | (20,764)    | 340,000    |
| Security Prom       | 1000.41290.0106 | 64,236     | (4,236)     | 60,000     |
| Weed Cutting        | 1000.41320.0000 | 12,500     | (6,000)     | 6,500      |
| Off Duty Police     | 1000.41340.0000 | 275,000    | (90,000)    | 185,000    |
| Elev/Escalator      | 1000.41430.0000 | 11,000     | 14,000      | 25,000     |
| Pension Adm Fee     | 1000.41255.0000 | 0          | 135,000     | 135,000    |
| General             | 1000.43060.0000 | 176,200    | 24,485      | 200,685    |
| Trf Sales & Use Tax | 1000.45000.0530 | 57,033,108 | (1,276,192) | 55,756,918 |

Total Change to Revenues

\$(813,252)

EXPENSES

| Description                   | Account Number      | 2006<br>Adopted | Amendment   | 2006<br>Revised |
|-------------------------------|---------------------|-----------------|-------------|-----------------|
| <b>City Council</b>           |                     |                 |             |                 |
| Council Allowance             | 10001010.61100.0000 | \$0             | \$16,800    | \$16,800        |
| Mileage Reimb                 | 10001010.61200.0000 | 2,000           | 4,400       | 6,400           |
| Telephone                     | 10001010.66900.0000 | 6,300           | (6,195)     | 105             |
| Lease Payments                | 10001010.67700.0000 | 5,019           | (1,351)     | 3,668           |
| Contract Svcs                 | 10001010.67800.0000 | 39,050          | (2,100)     | 36,950          |
| <b>City Attorney's Office</b> |                     |                 |             |                 |
| Regular Salaries              | 10003120.60200.0000 | 596,251         | (6,317)     | 589,934         |
| Reg Salaries Pros             | 10003120.60200.0125 | 179,221         | (2,819)     | 176,402         |
| Reg Salaries PST              | 10003120.60200.0911 | 46,583          | 214         | 46,797          |
| Prof Svcs                     | 10003120.65100.0000 | 13,500          | (500)       | 13,000          |
| Telephone                     | 10003120.66900.0000 | 2,046           | (300)       | 1,746           |
| Outside Comp                  | 10003120.67000.0000 | 17,400          | 1,945       | 19,345          |
| Lease Pymts                   | 10003120.67700.0000 | 6,346           | (1,709)     | 4,637           |
| Contract Svcs Pros            | 10003120.67800.0125 | 1,960           | 950         | 2,910           |
| <b>City Manager's Office</b>  |                     |                 |             |                 |
| Regular Salaries              | 10005050.60200.0000 | 670,675         | 19,877      | 690,552         |
| Reg Salaries PIO              | 10005050.60200.0387 | 199,631         | 17,271      | 216,902         |
| Lease Pymts                   | 10005050.67700.0000 | 6,706           | (1,806)     | 4,900           |
| <b>Central Charges</b>        |                     |                 |             |                 |
| Regular Salaries              | 10010900.60200.0000 | 1,430,343       | (1,410,343) | 20,000          |
| Regular Sal COG               | 10010900.60200.0704 | 8,500           | (1,000)     | 7,500           |
| Salaries OT COG               | 10010900.60400.0704 | 14,500          | (7,000)     | 7,500           |
| Career Dev COG                | 10010900.61800.0704 | 2,500           | (1,000)     | 1,500           |
| Retire City Contrib           | 10010900.62600.0000 | 3,840,000       | (30,000)    | 3,810,000       |
| Non Med Ins ER                | 10010900.62800.0590 | 130,000         | 19,500      | 149,500         |
| Non Med Ins ER                | 10010900.62800.0591 | 378,000         | 61,000      | 439,000         |
| Med Ins ER                    | 10010900.63000.0594 | 4,276,080       | (598,615)   | 3,677,465       |
| Med Ins ER Delta              | 10010900.63000.0595 | 350,000         | (63,000)    | 287,000         |

|                                       |                     |           |           |           |
|---------------------------------------|---------------------|-----------|-----------|-----------|
| Med Ins ER Kaiser                     | 10010900.63000.0596 | 2,680,831 | (465,188) | 2,215,643 |
| Prof Services                         | 10010900.65100.0000 | 100,000   | (20,000)  | 80,000    |
| Equip Rental                          | 10010900.66000.0450 | 728,340   | (40,500)  | 687,840   |
| Elec & Gas                            | 10010900.67200.0000 | 320,000   | 47,857    | 367,857   |
| City Memberships                      | 10010900.67500.0000 | 144,250   | (7,000)   | 137,250   |
| Lease Pymts                           | 10010900.67700.0000 | 9,800     | (2,100)   | 7,700     |
| Contract Svcs                         | 10010900.67800.0000 | 232,260   | 40,000    | 272,260   |
| Contract Svcs Elec                    | 10010900.67800.0386 | 72,450    | (7,500)   | 64,950    |
| Con Svcs Human                        | 10010900.67800.0706 | 65,000    | 21,000    | 86,000    |
| Supplies COG                          | 10010900.70200.0704 | 6,000     | (1,000)   | 5,000     |
| Transfers Fleet                       | 10010900.79800.0300 | 0         | 284,200   | 284,200   |
| Transfers Worker's<br>Comp            | 10010900.79800.0480 | 568,009   | 140,000   | 708,009   |
| <b>Gen Svcs - Admin</b>               |                     |           |           |           |
| Regular Salaries                      | 10012050.60200.0000 | 205,239   | 29,589    | 234,828   |
| Reg Sal Vol Prog                      | 10012050.60200.0015 | 0         | 51,056    | 51,056    |
| Reg Sal Envir Svc                     | 10012050.60200.0552 | 0         | 119,068   | 119,068   |
| Sal OT Envir Svc                      | 10012050.60400.0552 | 0         | 2,600     | 2,600     |
| Mileage Reimb                         | 10012050.61200.0000 | 200       | 180       | 380       |
| Mileage Envir Svc                     | 10012050.61200.0552 | 0         | 200       | 200       |
| Mtg Exp Env Svc                       | 10012050.61400.0552 | 0         | 300       | 300       |
| Career Dev                            | 10012050.61800.0000 | 3,970     | 2,250     | 6,220     |
| Car Dev Env Svc                       | 10012050.61800.0552 | 0         | 3,250     | 3,250     |
| Educ Reimb                            | 10012050.63800.0000 | 0         | 25,000    | 25,000    |
| Prof Svc Env Svc                      | 10012050.65100.0552 | 0         | 38,000    | 38,000    |
| Maint/Rep Env                         | 10012050.66100.0552 | 0         | 500       | 500       |
| Printing Env Svc                      | 10012050.66600.0552 | 0         | 500       | 500       |
| Postage Env Svc                       | 10012050.66700.0552 | 0         | 200       | 200       |
| Telephone Env Svc                     | 10012050.66900.0552 | 0         | 700       | 700       |
| Cont Svc Vol Prog                     | 10012050.67800.0015 | 0         | 12,700    | 12,700    |
| Cont Svc Env Svc                      | 10012050.67800.0552 | 0         | 5,900     | 5,900     |
| Supplies Vol Prog                     | 10012050.70200.0015 | 0         | 5,000     | 5,000     |
| Supplies Env Svc                      | 10012050.70200.0552 | 0         | 6,290     | 6,290     |
| <b>Gen Svcs – Human<br/>Resources</b> |                     |           |           |           |
| Regular Salaries                      | 10012060.60200.0000 | 584,845   | 51,393    | 636,238   |
| Reg Salaries<br>Training              | 10012060.60200.0612 | 0         | 116,363   | 116,363   |
| Reg Sal Wellness                      | 10012060.60200.0544 | 51,343    | 2,769     | 54,112    |
| Reg Sal PST                           | 10012060.60200.0911 | 44,290    | 1,107     | 45,397    |
| Mileage Reimb                         | 10012060.61200.0612 | 0         | 270       | 270       |
| Mtg Exp Training                      | 10012060.61400.0612 | 0         | 1,000     | 1,000     |
| Car Dev Training                      | 10012060.61800.0612 | 0         | 4,500     | 4,500     |
| Prof Svc Training                     | 10012060.65100.0612 | 0         | 71,700    | 71,700    |
| Main/Rep Equip                        | 10012060.66100.0000 | 47,550    | 600       | 48,150    |
| Lease Pymts                           | 10012060.67700.0000 | 8,693     | 1,056     | 9,749     |
| Lease Pymts PST                       | 10012060.67700.0911 | 440       | (118)     | 322       |
| Cont Svc ERAT                         | 10012060.67800.0030 | 0         | 4,000     | 4,000     |
| Cont Svc Training                     | 10012060.67800.0612 | 0         | 20,000    | 20,000    |
| Supplies ERAT                         | 10012060.70200.0030 | 0         | 22,600    | 22,600    |
| Ref Mtls Training                     | 10012060.71400.0612 | 0         | 21,800    | 21,800    |
| <b>Gen Svcs – City<br/>Clerk</b>      |                     |           |           |           |

|  |                     |         |           |         |
|--|---------------------|---------|-----------|---------|
| Regular Salaries                       | 10012070.60200.0000 | 276,595 | (1,672)   | 274,923 |
| Lease Payments                         | 10012070.67700.0000 | 1,574   | (424)     | 1,150   |
| Supplies                               | 10012070.70200.0000 | 31,600  | (12,600)  | 19,000  |
| <b>Gen Svcs – Org Support Services</b> |                     |         |           |         |
| Regular Salaries                       | 10012110.60200.0000 | 308,583 | (308,583) | 0       |
| Reg Sal – Envir                        | 10012110.60200.0552 | 113,412 | (113,412) | 0       |
| Overtime – Envir                       | 10012110.60400.0552 | 2,600   | (2,600)   | 0       |
| Mileage                                | 10012110.61200.0000 | 450     | (450)     | 0       |
| Mileage Envir                          | 10012110.61200.0552 | 200     | (200)     | 0       |
| Meeting Exp                            | 10012110.61400.0000 | 1,000   | (1,000)   | 0       |
| Meeting Exp Envir                      | 10012110.61400.0552 | 300     | (300)     | 0       |
| Career Dev                             | 10012110.61800.0000 | 6,750   | (6,750)   | 0       |
| Career Dev Envir                       | 10012110.61800.0552 | 3,250   | (3,250)   | 0       |
| Education Reimb                        | 10012110.63800.0000 | 25,000  | (25,000)  | 0       |
| Prof Svc Envir                         | 10012110.65100.0552 | 38,000  | (38,000)  | 0       |
| Prof Svc Train                         | 10012110.65100.0612 | 71,700  | (71,700)  | 0       |
| Maint/Repair                           | 10012110.66100.0000 | 600     | (600)     | 0       |
| Maint/Rep Envir                        | 10012110.66100.0552 | 500     | (500)     | 0       |
| Printing Envir                         | 10012110.66600.0552 | 500     | (500)     | 0       |
| Postage Envir                          | 10012110.66700.0552 | 200     | (200)     | 0       |
| Telephone Envir                        | 10012110.66900.0552 | 700     | (700)     | 0       |
| Lease Payments                         | 10012110.67700.0000 | 4,647   | (4,647)   | 0       |
| Contract Svcs                          | 10012110.67800.0000 | 20,000  | (20,000)  | 0       |
| Cont Svcs Vol                          | 10012110.67800.0015 | 12,700  | (12,700)  | 0       |
| Cont Svcs ERAT                         | 10012110.67800.0030 | 4,000   | (4,000)   | 0       |
| Cont Svcs Envir                        | 10012110.67800.0552 | 5,900   | (5,900)   | 0       |
| Supplies Vol Prog                      | 10012110.70200.0015 | 5,000   | (5,000)   | 0       |
| Supplies ERAT                          | 10012110.70200.0030 | 10,000  | (10,000)  | 0       |
| Supplies Envir                         | 10012110.70200.0552 | 6,290   | (6,290)   | 0       |
| Train & Ref Mtls                       | 10012110.71400.0612 | 21,800  | (21,800)  | 0       |
| <b>Gen Svcs – Court</b>                |                     |         |           |         |
| Regular Salaries                       | 10012130.60200.0000 | 782,113 | (9,363)   | 772,750 |
| Reg Salaries – Prob                    | 10012130.60200.0130 | 141,215 | 2,770     | 143,985 |
| Reg Salaries PST                       | 10012130.60200.0911 | 68,905  | 2,921     | 71,826  |
| Elec & Gas                             | 10012130.67200.0000 | 29,000  | 531       | 29,531  |
| Lease Payments                         | 10012130.67700.0000 | 16,640  | (2,999)   | 13,641  |
| Lease Pymts Prob                       | 10012130.67700.0130 | 3,410   | (474)     | 2,936   |
| Lease Pymts PST                        | 10012130.67700.0911 | 1,140   | (307)     | 833     |
| <b>Gen Svcs – BO&amp;M</b>             |                     |         |           |         |
| Regular Salaries                       | 10012390.60200.0000 | 458,763 | 56,488    | 515,251 |
| Elec & Gas                             | 10012390.67200.0000 | 7,300   | 134       | 7,434   |
| Lease Payments                         | 10012390.67700.0000 | 1,982   | (534)     | 1,448   |
| <b>Finance – Admin</b>                 |                     |         |           |         |
| Regular Salaries                       | 10015050.60200.0000 | 147,777 | 126,550   | 274,327 |
| Career Dev                             | 10015050.61800.0000 | 4,250   | 1,500     | 5,750   |
| Lease Pymts                            | 10015050.67700.0000 | 1,160   | (312)     | 848     |
| Supplies                               | 10015050.70200.0000 | 7,555   | 1,500     | 9,055   |
| Train & Ref Mtls                       | 10015050.71400.0000 | 0       | 1,500     | 1,500   |
| Comp Soft/Hard                         | 10015050.75400.0000 | 0       | 500       | 500     |
| <b>Finance – Acctg</b>                 |                     |         |           |         |
| Regular Salaries                       | 10015220.60200.0000 | 465,676 | 407       | 466,083 |

|  |                     |           |           |           |
|--|---------------------|-----------|-----------|-----------|
| Reg Sal PST  | 10015220.60200.0911 | 63,167    | 6,631     | 69,798    |
| Lease Pymts  | 10015220.67700.0000 | 5,384     | (1,450)   | 3,934     |
| Lease Pymts PST  | 10015220.67700.0911 | 880       | (237)     | 643       |
| <b>Finance – Treasury</b>                                |                     |           |           |           |
| Regular Salaries   | 10015240.60200.0000 | 261,288   | 11,304    | 272,592   |
| Lease Pymts  | 10015240.67700.0000 | 1,270     | (342)     | 928       |
| <b>Finance – Sales Tax</b>                               |                     |           |           |           |
| Regular Salaries   | 10015250.60200.0000 | 381,927   | (1,496)   | 380,431   |
| Reg Sal PST  | 10015250.60200.0911 | 24,766    | 6,507     | 31,273    |
| <b>PD – Admin</b>  |                     |           |           |           |
| Regular Salaries   | 10020050.60200.0000 | 259,224   | (19,922)  | 239,302   |
| Elec & Gas   | 10020050.67200.0000 | 125,000   | 2,288     | 127,288   |
| Lease Pymts  | 10020050.67700.0000 | 205,989   | (18,642)  | 187,347   |
| Comp Soft/Hard   | 10020050.75400.0000 | 0         | 2,010     | 2,010     |
| <b>Police – Investigations &amp; Tech Svcs</b>           |                     |           |           |           |
| Regular Salaries   | 10020300.60200.0000 | 133,408   | 85,275    | 218,683   |
| Reg Sal – Prom   | 10020300.60200.0106 | 206,869   | 25,059    | 231,928   |
| Reg Sal – Com Svcs                                       | 10020300.60200.0341 | 493,060   | 81,118    | 574,178   |
| Reg Sal – Neigh Svcs                                     | 10020300.60200.0342 | 645,086   | 12,390    | 657,476   |
| Reg Sal – Tech Svcs                                      | 10020300.60200.0343 | 1,872,620 | 81,679    | 1,954,299 |
| Reg Sal – Inv Svcs                                       | 10020300.60200.0344 | 2,958,181 | 56,615    | 3,014,796 |
| Lease Pymts – Tech Svcs                                  | 10020300.67700.0343 | 5,700     | 5,688     | 11,388    |
| Cont Svcs – Tech Svcs                                    | 10020300.67800.0343 | 59,975    | (1,280)   | 58,695    |
| Office Equip   | 10020300.75200.0000 | 0         | 11,000    | 11,000    |
| Other Equip-Tech Svcs                                    | 10020300.76000.0343 | 173,500   | 6,900     | 180,400   |
| <b>Police – Patrol, Traffic &amp; Special Operations</b> |                     |           |           |           |
| Regular Salaries   | 10020500.60200.0000 | 132,974   | 2,702     | 135,676   |
| Reg Sal Spec Ops   | 10020500.60200.0347 | 814,306   | (286,407) | 527,899   |
| Reg Sal Traffic  | 10020500.60200.0348 | 1,472,539 | 180,021   | 1,652,560 |
| Reg Sal Patrol   | 10020500.60200.0349 | 5,859,470 | 304,246   | 6,163,716 |
| Sal OT Extra Duty  | 10020500.60400.0005 | 275,000   | (90,000)  | 185,000   |
| Sal OT Traffic   | 10020500.60400.0348 | 83,500    | 6,500     | 90,000    |
| Sal OT Patr Svcs   | 10020500.60400.0349 | 463,062   | 3,000     | 466,062   |
| Unif & Equip Traf  | 10020500.61000.0348 | 6,000     | 2,270     | 8,270     |
| Unif & Equip Patr  | 10020500.61000.0349 | 2,850     | 6,000     | 8,850     |
| Career Dev Traf  | 10020500.61800.0348 | 13,600    | 1,500     | 15,100    |
| Career Dev Pat Svcs                                      | 10020500.61800.0349 | 28,000    | 2,000     | 30,000    |
| Lease Pay  | 10020500.67700.0000 | 12,000    | 700       | 12,700    |
| Cont Svcs Traff  | 10020500.67800.0348 | 27,500    | 10,000    | 37,500    |
| Supplies – Spec Ops                                      | 10020500.70200.0347 | 50,800    | 63,700    | 114,500   |
| Supplies – Traff   | 10020500.70200.0348 | 3,320     | 600       | 3,920     |
| Vehicles – Patrol  | 10020500.75600.0348 | 0         | 22,000    | 22,000    |
| Other Equip-Traff  | 10020500.76000.0348 | 0         | 17,000    | 17,000    |
| <b>Fire Department</b>                                   |                     |           |           |           |
| Regular Salaries   | 10025260.60200.0000 | 5,609,073 | 78,586    | 5,687,659 |

|                                  |                     |           |          |           |
|----------------------------------|---------------------|-----------|----------|-----------|
| Reg Salaries EMS                 | 10025260.60200.0546 | 2,106,785 | 126,821  | 2,233,606 |
| Reg Salaries Prev                | 10025260.60200.0547 | 424,527   | (46,039) | 378,488   |
| Unif & Equip Prev                | 10025260.61000.0547 | 5,160     | 3,000    | 8,160     |
| Meeting Expense                  | 10025260.61400.0000 | 2,900     | 500      | 3,400     |
| Career Dev Prev                  | 10025260.61800.0547 | 9,768     | 500      | 10,268    |
| Postage                          | 10025260.66700.0000 | 3,000     | 500      | 3,500     |
| Telephone                        | 10025260.66900.0000 | 42,354    | 550      | 42,904    |
| Elec & Gas                       | 10025260.67200.0000 | 62,400    | 1,142    | 63,542    |
| Lease Payments                   | 10025260.67700.0000 | 360,512   | (4,160)  | 356,352   |
| Cont Svcs EMS                    | 10025260.67800.0546 | 92,000    | 30,000   | 122,000   |
| Supplies Prev                    | 10025260.70200.0547 | 4,500     | 500      | 5,000     |
| Train & Ref Mtls                 | 10025260.71400.0000 | 11,123    | 500      | 11,623    |
| Office Equip                     | 10025260.75200.0000 | 30,900    | 300      | 31,200    |
| Comp Soft/Hard                   | 10025260.75400.0000 | 7,458     | 340      | 7,798     |
| <b>Comm Dev – Admin</b>          |                     |           |          |           |
| Regular Salaries                 | 10030050.60200.0000 | 356,310   | 8,725    | 365,035   |
| Lease Pymts                      | 10030050.67700.0000 | 2,514     | (677)    | 1,837     |
| <b>Comm Dev – Eco Devo</b>       |                     |           |          |           |
| Regular Salaries                 | 10030340.60200.0000 | 232,177   | 7,205    | 239,382   |
| <b>Comm Dev – Planning</b>       |                     |           |          |           |
| Regular Salaries                 | 10030360.60200.0000 | 857,516   | 13,769   | 871,285   |
| Lease Pymts                      | 10030360.67700.0000 | 6,013     | (1,619)  | 4,394     |
| <b>Comm Dev – Building</b>       |                     |           |          |           |
| Regular Salaries                 | 10030370.60200.0000 | 958,009   | 14,525   | 972,534   |
| Reg Salaries PST                 | 10030370.60200.0911 | 46,203    | 3,991    | 50,194    |
| Lease Pymts                      | 10030370.67700.0000 | 11,738    | (3,160)  | 8,578     |
| Lease Pymts                      | 10030370.67700.0911 | 440       | (118)    | 322       |
| <b>Comm Dev – Engineering</b>    |                     |           |          |           |
| Regular Salaries                 | 10030380.60200.0000 | 1,098,746 | (36,611) | 1,062,135 |
| Elec & Gas                       | 10030380.67200.0000 | 72,700    | 1,331    | 74,031    |
| Lease Pymts                      | 10030380.67700.0000 | 8,604     | (2,317)  | 6,287     |
| <b>PW&amp;U – Infrastructure</b> |                     |           |          |           |
| Regular Salaries                 | 10035430.60200.0000 | 214,290   | (3,751)  | 210,539   |
| Lease Pymts                      | 10035430.67700.0000 | 1,530     | (412)    | 1,118     |
| <b>PW&amp;U – Streets</b>        |                     |           |          |           |
| Regular Salaries                 | 10035450.60200.0000 | 1,095,381 | 18,130   | 1,113,511 |
| Street Lights                    | 10035450.67400.0000 | 1,500,000 | 72,457   | 1,572,457 |
| Lease Pymts                      | 10035450.67700.0000 | 1,394     | (375)    | 1,019     |
| Maint Const Mtls                 | 10035450.72400.0000 | 453,424   | (45,000) | 408,424   |
| <b>PR&amp;L – Admin</b>          |                     |           |          |           |
| Regular Salaries                 | 10050050.60200.0000 | 576,007   | (33,038) | 542,969   |
| Lease Pymts                      | 10050050.67700.0000 | 5,366     | (1,445)  | 3,921     |
| <b>PR&amp;L – Park Svcs</b>      |                     |           |          |           |
| Regular Salaries                 | 10050550.60200.0000 | 964,566   | 1,512    | 966,078   |
| Reg Salaries – Prom              | 10050550.60200.0106 | 181,592   | 11,874   | 193,466   |
| Wtr Swr LLeague                  | 10050550.67100.0709 | 8,000     | 9,000    | 17,000    |
| Elec & Gas                       | 10050550.67200.0000 | 79,000    | 9,767    | 88,767    |

|                                 |                     |           |         |           |
|---------------------------------|---------------------|-----------|---------|-----------|
| Elec & Gas Prom                 | 10050550.67200.0106 | 23,000    | 421     | 23,421    |
| Lease Pymts                     | 10050550.67700.0000 | 9,354     | (2,518) | 6,836     |
| <b>PR&amp;L – Library</b>       |                     |           |         |           |
| Regular Salaries                | 10050620.60200.0000 | 1,685,906 | (6,702) | 1,679,204 |
| Elec & Gas                      | 10050620.67200.0000 | 94,500    | 10,730  | 105,230   |
| Lease Pymts                     | 10050620.67700.0000 | 34,626    | (9,323) | 25,303    |
| <b>PR&amp;L – Standley Lake</b> |                     |           |         |           |
| Regular Salaries                | 10050660.60200.0000 | 176,665   | (8,311) | 168,354   |
| Elec & Gas                      | 10050660.67200.0000 | 3,500     | 64      | 3,564     |
| Lease Pymts                     | 10050660.67700.0000 | 800       | (215)   | 585       |
| <b>PR&amp;L – Design</b>        |                     |           |         |           |
| Regular Salaries                | 10050690.60200.0000 | 368,380   | 12,246  | 380,626   |
| Lease Pymts                     | 10050690.67700.0000 | 2,855     | (769)   | 2,086     |
| Vehicles                        | 10050690.75600.0000 | 6,200     | 3,000   | 9,200     |
| <b>PR&amp;L – Rec Fac</b>       |                     |           |         |           |
| Regular Salaries                | 10050720.60200.0000 | 44,159    | (1,440) | 42,719    |
| Reg Salaries Fitness            | 10050720.60200.0505 | 49,172    | 1,223   | 50,395    |
| Reg Salaries CP                 | 10050720.60200.0860 | 942,062   | 15,474  | 957,536   |
| Reg Salaries CP Fit             | 10050720.60200.0861 | 286,867   | (7,819) | 279,048   |
| Reg Salaries Swim & Fit         | 10050720.60200.0963 | 473,949   | 17,607  | 491,556   |
| Reg Salaries West View          | 10050720.60200.0967 | 334,243   | 9,188   | 343,431   |
| Bank Chrgs CP                   | 10050720.66800.0860 | 10,696    | 749     | 11,445    |
| Bank Chrgs CP Fit               | 10050720.66800.0861 | 7,804     | 435     | 8,239     |
| Bank Chrgs Swim & Fit           | 10050720.66800.0963 | 1,819     | 713     | 2,532     |
| Bank Chrgs West View            | 10050720.66800.0967 | 3,488     | 370     | 3,858     |
| Elec & Gas CP                   | 10050720.67200.0860 | 176,750   | 95,521  | 272,271   |
| Elec & Gas CP Fit               | 10050720.67200.0861 | 69,286    | 7,552   | 76,838    |
| Elec & Gas Swim & Fit           | 10050720.67200.0963 | 120,695   | 29,828  | 150,523   |
| Elec & Gas Cntrysd              | 10050720.67200.0965 | 13,130    | 240     | 13,370    |
| Elec & Gas West View            | 10050720.67200.0967 | 82,820    | 11,554  | 94,374    |
| Lease Pymts                     | 10050720.67700.0860 | 4,027     | (1,084) | 2,943     |
| Lease Pymts CP                  | 10050720.67700.0861 | 3,356     | (904)   | 2,452     |
| Lease Pymts Swim & Fit          | 10050720.67700.0963 | 2,014     | (542)   | 1,472     |
| Lease Pymts West View           | 10050720.67700.0967 | 3,022     | (814)   | 2,208     |
| Chemicals Aquac                 | 10050720.73000.0511 | 28,500    | 6,500   | 35,000    |
| <b>PR&amp;L – Rec Programs</b>  |                     |           |         |           |
| Regular Salaries                | 10050760.60200.0000 | 345,468   | 832     | 346,300   |
| Reg Salaries Senior             | 10050760.60200.0017 | 188,160   | 36,482  | 224,642   |
| Reg Salaries Arts               | 10050760.60200.0532 | 30,263    | 876     | 31,139    |
| Sal Temp Adult Sports           | 10050760.60600.0504 | 72,739    | 5,261   | 78,000    |
| Bank Charges                    | 10050760.66800.0000 | 6,582     | 2,259   | 8,841     |

|                     |                     |        |              |        |
|---------------------|---------------------|--------|--------------|--------|
| Elec & Gas Seniors  | 10050760.67200.0017 | 38,000 | 1,341        | 39,341 |
| Lease Pymts         | 10050760.67700.0000 | 3,015  | (812)        | 2,203  |
| Lease Pymts Seniors | 10050760.67700.0017 | 1,645  | (143)        | 1,502  |
| Build & Grd Mtls    | 10050760.71800.0000 | 8,080  | <u>1,920</u> | 10,000 |

Total Change to Expenses \$(813,252)

Section 3. The 2006 appropriation for the General Reserve Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,954,400 is hereby increased by \$600,000 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$8,554,400. The actual amount in the General Reserve Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 4. The \$600,000 increase in the General Reserve Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description | Account Number  | 2006 Adopted | Amendment        | 2006 Revised |
|-------------|-----------------|--------------|------------------|--------------|
| Carryover   | 1100.40020.0000 | \$7,744,350  | <u>\$600,000</u> | \$8,344,350  |

Total Change to Revenues \$600,000

EXPENSES

| Description | Account Number      | 2006 Adopted | Amendment        | 2006 Revised |
|-------------|---------------------|--------------|------------------|--------------|
| Contingency | 11010900.79900.0000 | \$7,954,000  | <u>\$600,000</u> | \$600,000    |

Total Change to Expenses \$600,000

Section 5. The 2006 appropriation for the Utility Fund initially appropriated by Ordinance No. 3162 in the amount of \$42,879,223 is hereby increased by \$200,000 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$43,079,223. The actual amount in the Utility Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 6. The \$200,000 increase in the Utility Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006<br>Adopted | Amendment | 2006<br>Revised |
|-------------------|-----------------|-----------------|-----------|-----------------|
| Water Sales Recl  | 2000.40710.0023 | \$502,264       | (94,264)  | \$408,000       |
| Water Sales Res   | 2000.40710.0027 | 9,801,709       | 173,291   | 9,975,000       |
| Water Sales Comm  | 2000.40710.0028 | 9,285,767       | 59,233    | 9,345,000       |
| Water Sales Whole | 2000.40710.0029 | 1,305,025       | (200,185) | 1,104,841       |
| Meter Service Fee | 2000.40710.0031 | 2,165,627       | 211,925   | 2,377,552       |
| Water Tap Comm    | 2000.40720.0028 | 1,350,000       | 150,000   | 1,500,000       |
| Reimbursements    | 2000.43080.0000 | 150,000         | (150,000) | 0               |
| WW Taps Comm      | 2100.40740.0028 | 500,000         | 50,000    | 550,000         |

Total Change to Revenues

\$200,000

EXPENSES

| Description                           | Account Number      | 2006<br>Adopted | Amendment   | 2006<br>Revised |
|---------------------------------------|---------------------|-----------------|-------------|-----------------|
| <b>Central Charges</b>                |                     |                 |             |                 |
| Regular Salaries                      | 20010900.60200.0000 | \$194,232       | (\$194,232) | 0               |
| Retire City Contrib                   | 20010900.62600.0000 | 490,300         | 11,700      | 502,000         |
| Non Med Ins Life                      | 20010900.62800.0590 | 20,400          | 2,100       | 22,500          |
| Non Med Ins LTD                       | 20010900.62800.0591 | 64,800          | 10,200      | 75,000          |
| Med Ins ER BCBS                       | 20010900.63000.0594 | 617,522         | (75,137)    | 542,385         |
| Med Ins ER Delta                      | 20010900.63000.0595 | 48,700          | (6,100)     | 42,600          |
| Med Ins ER Kaiser                     | 20010900.63000.0596 | 286,102         | 40,355      | 326,457         |
| Elec & Gas                            | 20010900.67200.0000 | 20,000          | (6,477)     | 13,523          |
| Transfers Fleet                       | 20010900.79800.0300 | 0               | 32,700      | 32,700          |
| Tfr Workers Comp                      | 20010900.79800.0480 | 97,373          | 24,000      | 121,373         |
| <b>Finance – Utility<br/>Billing</b>  |                     |                 |             |                 |
| Regular Salaries                      | 20015240.60200.0000 | 232,026         | 6,710       | 238,736         |
| Lease Pymts                           | 20015240.67700.0000 | 3,474           | (512)       | 2,962           |
| <b>PW&amp;U – Admin</b>               |                     |                 |             |                 |
| Regular Salaries                      | 20035050.60200.0000 | 330,689         | 167,633     | 498,322         |
| Salaries Temp                         | 20035050.60600.0000 | 0               | 21,600      | 21,600          |
| Career Dev                            | 20035050.61800.0000 | 6,300           | 1,500       | 7,800           |
| Telephone                             | 20035050.66900.0000 | 23,054          | 840         | 23,894          |
| Lease Pymts                           | 20035050.67700.0000 | 2,557           | (412)       | 2,145           |
| <b>PW&amp;U – Field Ops</b>           |                     |                 |             |                 |
| Regular Salaries                      | 20035470.60200.0000 | 1,082,621       | 200,866     | 1,283,487       |
| Reg Salaries –<br>wtrline replace     | 20035470.60200.0497 | 423,082         | 11,391      | 434,473         |
| Career Dev                            | 20035470.61800.0000 | 13,500          | (500)       | 13,000          |
| Telephone                             | 20035470.66900.0000 | 6,500           | (420)       | 6,080           |
| Elece & Gas                           | 20035470.67200.0000 | 189,420         | 5,845       | 195,265         |
| <b>PW&amp;U – Water<br/>Resources</b> |                     |                 |             |                 |
| Regular Salaries                      | 20035480.60200.0000 | 575,009         | (53,611)    | 521,398         |
| Reg Salaries – Wtr                    | 20035480.60200.0943 | 73,700          | 7,222       | 80,922          |

|                                |                     |           |          |           |
|--------------------------------|---------------------|-----------|----------|-----------|
| Quality                        |                     |           |          |           |
| Career Dev                     | 20035480.61800.0000 | 11,000    | (500)    | 10,500    |
| Maint/Rep Infra                | 20035480.66200.0000 | 162,078   | 25,000   | 187,078   |
| Telephone                      | 20035480.66900.0000 | 3,525     | (420)    | 3,105     |
| <b>PW&amp;U – Water Plants</b> |                     |           |          |           |
| Regular Salaries               | 20035490.60200.0000 | 754,395   | 3,720    | 758,115   |
| Reg Salaries- Rec Svc          | 20035490.60200.0023 | 173,367   | (90,102) | 83,265    |
| Reg Salaries – Wtr Qual        | 20035490.60200.0943 | 236,298   | 5,687    | 241,985   |
| Career Dev Rec Svc             | 20035490.61800.0023 | 2,000     | (500)    | 1,500     |
| Elec & Gas                     | 20035490.67200.0000 | 369,337   | (5,440)  | 363,897   |
| Elec & Gas Rec Svc             | 20035490.67200.0023 | 165,375   | 5,103    | 170,478   |
| Elec & Gas Wtr Trt Plt 2       | 20035490.67200.0083 | 126,787   | 43,249   | 170,036   |
| Lease Pymts                    | 20035490.67700.0000 | 2,399,326 | (45,000) | 2,354,326 |
| Chemicals                      | 20035490.73000.0000 | 255,000   | 45,000   | 300,000   |
| <b>Information Technology</b>  |                     |           |          |           |
| Regular Salaries               | 20060230.60200.0000 | 1,690,335 | 40,372   | 1,730,707 |
| Reg Sal PST                    | 20060230.60200.0911 | 62,021    | 1,635    | 63,656    |
| Prof Services                  | 20060230.65100.0000 | 63,835    | 9,600    | 73,435    |
| Lease Pymts                    | 20060230.67700.0000 | 46,900    | 300      | 47,200    |
| Comp Soft/Hard                 | 20060230.75400.0000 | 194,800   | (30,000) | 164,800   |
| Comp Soft/Hard Data Com        | 20060230.75400.0599 | 10,000    | 10,000   | 20,000    |

|                                     |                     |           |           |           |
|-------------------------------------|---------------------|-----------|-----------|-----------|
| <b>Central Charges</b>              |                     |           |           |           |
| Regular Salaries                    | 21010900.60200.0000 | 52,790    | (52,790)  | 0         |
| Retire City Contrib                 | 21010900.62600.0000 | 145,200   | (12,200)  | 133,000   |
| Non Med Ins Life                    | 21010900.62800.0590 | 4,700     | 300       | 5,000     |
| Non Med Ins LTD                     | 21010900.62800.0591 | 17,700    | 1,800     | 19,500    |
| Med Ins ER                          | 21010900.63000.0594 | 212,305   | (32,409)  | 179,896   |
| Med Ins ER Delta                    | 21010900.63000.0595 | 13,000    | 300       | 13,300    |
| Med Ins ER Kaiser                   | 21010900.63000.0596 | 100,585   | 7,979     | 108,564   |
| Elec & Gas                          | 21010900.67200.0000 | 15,000    | (5,000)   | 10,000    |
| Tfr Fleet                           | 21010900.79800.0300 | 0         | 38,500    | 38,500    |
| Tfr Workers Comp                    | 21010900.79800.0480 | 146,059   | 36,000    | 182,059   |
| <b>PW&amp;U – Field Ops</b>         |                     |           |           |           |
| Regular Salaries                    | 21035470.60200.0000 | 643,126   | (219,094) | 424,032   |
| Elec & Gas                          | 21035470.67200.0000 | 26,460    | 816       | 27,276    |
| <b>PW&amp;U – Wastewater Plants</b> |                     |           |           |           |
| Regular Salaries                    | 21035490.60200.0000 | 643,566   | (13,840)  | 626,726   |
| Reg Salaries – Biosolids            | 21035490.60200.0401 | 140,903   | 3,451     | 144,354   |
| Reg Salaries-Wtr Quality            | 21035490.60200.0943 | 184,321   | 1,406     | 185,727   |
| Spec Assess MWRD                    | 21035490.66500.0513 | 1,815,211 | (10,000)  | 1,805,211 |
| Elec & Gas                          | 21035490.67200.0000 | 341,761   | 10,546    | 352,307   |
| Elec & Gas Bio                      | 21035490.67200.0401 | 5,513     | 170       | 5,683     |
| Contract Svcs                       | 21035490.67800.0000 | 19,500    | 10,000    | 29,500    |

|  |                        |           |                  |            |
|--|------------------------|-----------|------------------|------------|
| Vehicles Biosolids                       | 21035490.75600.0401    | 169,800   | 9,100            | 178,900    |
| <b>Utility Fund<br/>Capital Projects</b> |                        |           |                  |            |
| Wastewater Proj Reserve                  | 80121035184.80400.8888 | 2,202,608 | 300,000          | 2,502,608  |
| WW Master Plan                           | 80621035705.80400.8888 | 250,000   | (250,000)        | 0          |
| Semper Optim                             | 80120035079.80400.8888 | 1,512,501 | (1,500,000)      | 12,501     |
| Raw Water Impr                           | 80120035159.80400.8888 | 212,684   | (200,000)        | 12,684     |
| PW&U Proj Insp                           | 80120035117.80400.8888 | 354,626   | (70,000)         | 284,626    |
| Utility Proj Landsc                      | 80120035177.80400.8888 | 360,941   | (50,000)         | 310,941    |
| Add'l NW Storage                         | 80520035408.80400.8888 | 500,000   | (500,000)        | 0          |
| Water Tank Repair                        | 80520035416.80400.8888 | 150,000   | (150,000)        | 0          |
| Masterplan Maint                         | 80520035410.80400.8888 | 230,000   | (230,000)        | 0          |
| Misc Waterline                           | 80520035411.80400.8888 | 250,000   | (250,000)        | 0          |
| Relocation 128 <sup>th</sup>             | 80620035724.80400.8888 | 0         | 105,000          | 105,000    |
| County Club Villa                        | 80620035725.80400.8888 | 0         | 300,000          | 300,000    |
| Shoenberg Prop                           | 80620035726.80400.8888 | 0         | 220,000          | 220,000    |
| Water Proj Reserve                       | 80120035181.80400.8888 | 9,610,183 | <u>2,475,000</u> | 12,085,183 |

Total Change to Expenses

\$200,000

Section 7. The 2006 appropriation for the Golf Course Fund initially appropriated by Ordinance No. 3162 in the amount of \$3,380,092 is hereby decreased by \$36,525 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$3,343,567. The actual amount in the Golf Course Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 8. The \$36,525 decrease in the Golf Course Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

Description                                      Current Budget                                      Amendment                                      Final Budget  
REVENUES

| Description         | Account Number  | 2006<br>Adopted | Amendment | 2006<br>Revised |
|---------------------|-----------------|-----------------|-----------|-----------------|
| <b>Legacy Ridge</b> |                 |                 |           |                 |
| Miscellaneous       | 2200.40850.0220 | \$11,469        | \$72      | \$11,541        |
| Concessions         | 2200.40910.0220 | 20,853          | 15,147    | 36,000          |
| Pro-shop Merch      | 2200.40920.0220 | 187,678         | (18,628)  | 169,050         |
| Lessons             | 2200.41040.0000 | 13,554          | (1,554)   | 12,000          |
| Green Fees          | 2200.41050.0000 | 1,038,483       | (88,483)  | 950,000         |
| Cart Rental         | 2200.41060.0000 | 234,597         | 5,403     | 240,000         |
| Jr Golf             | 2200.41080.0000 | 3,128           | (128)     | 3,000           |
| Gift Certificates   | 2200.41090.0000 | 0               | 10,000    | 10,000          |
| <b>Heritage</b>     |                 |                 |           |                 |
| Rentals             | 2300.40900.0230 | 12,511          | (4,511)   | 8,000           |
| Concessions         | 2300.40910.0230 | 20,853          | 9,147     | 30,000          |
| Pro Shop Merch      | 2300.40920.0230 | 189,764         | (41,897)  | 147,867         |
| Lessons             | 2300.41040.0000 | 12,512          | (2,512)   | 10,000          |
| Green Fees          | 2300.41050.0000 | 974,880         | (19,880)  | 955,000         |
| Cart Rental         | 2300.41060.0000 | 210,616         | 4,384     | 215,000         |

|                   |                 |         |               |         |
|-------------------|-----------------|---------|---------------|---------|
| Jr Golf           | 2300.41080.0000 | 2,085   | 1,915         | 4,000   |
| Gift Certificates | 2300.41090.0000 | 0       | 10,000        | 10,000  |
| Trfr frm S&U Tax  | 2300.45000.0530 | 200,000 | <u>85,000</u> | 285,000 |

Total Change to Revenues

(\$36,525)

EXPENSES

| Description                          | Account Number      | 2006<br>Adopted | Amendment    | 2006<br>Revised |
|--------------------------------------|---------------------|-----------------|--------------|-----------------|
| <b>Legacy Ridge-Central Charges</b>  |                     |                 |              |                 |
| Regular Salaries                     | 22010900.60200.0000 | \$16,318        | \$(16,318)   | \$0             |
| Non Med Ins ER<br>Life               | 22010900.62800.0590 | 17,100          | (14,600)     | 2,500           |
| Non Med Ins ER<br>LTD                | 22010900.62800.0591 | 5,700           | 300          | 6,000           |
| Med Ins ER                           | 22010900.63000.0594 | 64,871          | (23,443)     | 41,428          |
| Med Ins ER Dental                    | 22010900.63000.0595 | 4,550           | (550)        | 4,000           |
| Med Ins ER Kaiser                    | 22010900.63000.0596 | 8,541           | 21,459       | 30,000          |
| <b>Legacy Ridge – Rec Facilities</b> |                     |                 |              |                 |
| Regular Salaries                     | 22050720.60200.0000 | 281,116         | (6,558)      | 274,558         |
| Reg Salaries – Club<br>Operations    | 22050720.60200.0249 | 148,195         | 7,272        | 155,467         |
| <b>Heritage-Central Charges</b>      |                     |                 |              |                 |
| Regular Salaries                     | 23010900.60200.0000 | 15,985          | (15,985)     | 0               |
| Non Med Ins ER<br>LTD                | 23010900.62800.0591 | 5,700           | 200          | 5,900           |
| Med Ins ER                           | 23010900.63000.0594 | 35,100          | 12,500       | 47,600          |
| Med Ins ER Dental                    | 23010900.63000.0595 | 5,000           | (1,200)      | 3,800           |
| Med Ins ER Kaiser                    | 23010900.63000.0596 | 44,460          | (15,460)     | 29,000          |
| <b>Heritage – Rec Facilities</b>     |                     |                 |              |                 |
| Regular Salaries                     | 23050720.60200.0000 | 302,835         | 6,899        | 309,734         |
| Reg Salaries – Club<br>Operations    | 23050720.60200.0249 | 150,634         | <u>8,959</u> | 159,593         |

Total Change to Expenses

(\$36,525)

Section 9. The 2006 appropriation for the Fleet Fund initially appropriated by Ordinance No. 3162 in the amount of \$1,589,394 is hereby increased by \$355,400 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$1,944,794. The actual amount in the Fleet Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 10. The \$355,400 increase in the Fleet Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description    | Account Number  | 2006<br>Adopted | Amendment     | 2006<br>Revised |
|----------------|-----------------|-----------------|---------------|-----------------|
| Transfer GF    | 3000.45000.0100 | \$0             | \$284,200     | \$284,000       |
| Transfer Water | 3000.45000.0200 | 0               | 32,700        | 32,700          |
| Transfer W/WW  | 3000.45000.0210 | 0               | <u>38,500</u> | 38,500          |

Total Change to Revenues \$355,400

EXPENSES

| Description       | Account Number      | 2006<br>Adopted | Amendment      | 2006<br>Revised |
|-------------------|---------------------|-----------------|----------------|-----------------|
| Regular Salaries  | 30010900.60200.0000 | \$568,108       | \$(10,524)     | \$557,584       |
| Reg Sal PST       | 30012460.60200.0911 | 40,428          | 5,803          | 46,231          |
| Equip Rental      | 30012460.66000.0000 | 51,500          | 5,400          | 56,900          |
| Part              | 30012460.73600.0000 | 214,591         | 4,721          | 219,312         |
| Fuel & Lubricants | 30012460.74000.0000 | 393,456         | <u>350,000</u> | 743,456         |

Total Change to Expenses \$355,400

Section 11. The 2006 appropriation for the Sales Tax Fund initially appropriated by Ordinance No. 3162 in the amount of \$62,783,108 is hereby decreased by \$1,191,192 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$61,591,916. The actual amount in the Sales Tax Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 12. The \$1,191,192 decrease in the Sales Tax Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description                   | Account Number  | 2006<br>Adopted | Amendment       | 2006<br>Revised |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|
| Sales Tax Returns             | 5300.40070.0000 | \$41,245,638    | \$(841,698)     | \$40,403,940    |
| Sales Tax Ret PST             | 5300.40070.0911 | 7,611,947       | 967,504         | 8,579,451       |
| Sales Tax Aud PST             | 5300.40075.0911 | 116,600         | 32,245          | 148,845         |
| Sales Tax Ref PST             | 5300.40080.0911 | (13,390)        | (3,572)         | (16,962)        |
| Sales Tax Audit<br>Refund PST | 5300.40085.0911 | (1,030)         | 463             | (567)           |
| Use Tax Returns               | 5300.40095.0000 | 1,720,374       | 29,547          | 1,749,921       |
| Use Tax Rets PST              | 5300.40095.0911 | 424,000         | (64,972)        | 359,028         |
| Use Tax Building              | 5300.40100.0000 | 2,714,806       | (422,866)       | 2,291,940       |
| Use Tax Bldg PST              | 5300.40100.0911 | 445,200         | 34,200          | 479,400         |
| Use Tax Auto                  | 5300.40105.0000 | 6,013,338       | (811,338)       | 5,202,000       |
| Use Tax Auto PST              | 5300.40105.0911 | 1,007,000       | (68,600)        | 938,400         |
| Interest Earn PST             | 5300.42510.0911 | 72,105          | <u>(42,105)</u> | 30,000          |

Total Change to Revenues \$(1,191,192)

EXPENSES

| Description | Account Number      | 2006<br>Adopted | Amendment     | 2006<br>Revised |
|-------------|---------------------|-----------------|---------------|-----------------|
| Transfers   | 53010900.79800.0100 | \$57,033,108    | \$(1,276,192) | \$55,756,916    |
| Transfers   | 53010900.79800.0230 | 200,000         | <u>85,000</u> | 285,000         |

Total Change to Expenses \$(1,191,192)

Section 13. The 2006 appropriation for the Open Space Fund initially appropriated by Ordinance No. 3162 in the amount of \$4,563,535. The total appropriations for the Open Space Fund do not change with this ordinance. However, the expense accounts revised are shown here for informational purposes.

Section 14. The revisions in the Open Space Fund shall be allocated to City expense accounts, which shall be amended as follows:

EXPENSES

| Description              | Account Number      | 2006<br>Adopted | Amendment    | 2006<br>Revised |
|--------------------------|---------------------|-----------------|--------------|-----------------|
| Regular Salaries         | 54010900.60200.0000 | \$94,404        | \$(2,465)    | \$91,939        |
| Reg Salaries Vol<br>Cord | 54010900.60200.0531 | 51,071          | 3,041        | 54,112          |
| Prof Svcs                | 54010900.65100.0000 | 50,000          | <u>(576)</u> | 49,424          |

Total Change to Expenses \$0

Section 15. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby decreased by \$60,000 which, when added to the fund balance as of the City Council action on October 10, 2006 will equal \$7,608,000. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This unappropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 16. The \$60,000 decrease in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006<br>Adopted | Amendment     | 20046<br>Revised |
|-------------------|-----------------|-----------------|---------------|------------------|
| Spec Assessments  | 7500.40255.0065 | \$350,000       | \$(100,000)   | \$250,000        |
| Transp Tax Adco   | 7500.40470.0010 | 1,800,000       | 100,000       | 1,900,000        |
| Interest Earnings | 7500.42510.0000 | 700,000         | (110,000)     | 590,000          |
| Accomm Tax        | 7501.40055.0000 | 1,050,000       | <u>50,000</u> | 1,100,000        |

Total Change to Revenues \$(60,000)

EXPENSES

| Description                   | Account Number         | 2006<br>Adopted | Amendment | 2006<br>Revised |
|-------------------------------|------------------------|-----------------|-----------|-----------------|
| Pub Safety Emerg<br>Generator | 80675020702.80400.8888 | \$150,000       | \$10,000  | \$160,000       |

|                   |                        |           |                |           |
|-------------------|------------------------|-----------|----------------|-----------|
| Neigh Traff Mitig | 80175030064.80400.8888 | 548,928   | (200,000)      | 348,928   |
| Comm Enhance      | 80175050132.80400.8888 | 4,750,525 | 50,000         | 4,800,525 |
| Heritage Expan    | 80375050324.80400.8888 | 190,000   | (115,000)      | 75,000    |
| Bldg Field Op Sys | 80275030508.80400.8888 | 125,000   | 80,000         | 205,000   |
| HVAC Energy Audit | 80675050727.80400.8888 | 0         | <u>115,000</u> | 115,000   |

Total Change to Expenses \$(60,000)

Section 17. Although formal adoption of a budget for the Property & Liability Self Insurance Fund is not required, changes in the Fund are being shown here for clarification purposes. These changes are due to a correction in the original budget for 2006 and revises only expenses.

Section 18. The \$155 increase in the Property & Liability Self Insurance Fund shall be allocated to City expense accounts, which shall be amended as follows:

EXPENSES

| Description      | Account Number      | 2006 Adopted | Amendment    | 2006 Revised |
|------------------|---------------------|--------------|--------------|--------------|
| Regular Salaries | 46010900.60200.0000 | \$97,106     | \$255        | \$97,361     |
| Train & Ref Mtls | 46010900.71400.0000 | 3,000        | <u>(100)</u> | 2,900        |

Total Change to Expenses \$155

Section 19. Although formal adoption of a budget for the Worker's Compensation Self Insurance Fund is not required, changes in the Fund are being shown here for clarification purposes. These changes are due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 20. The \$200,000 increase in the Worker's Compensation Self Insurance Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description         | Account Number  | 2006 Adopted | Amendment     | 2006 Revised |
|---------------------|-----------------|--------------|---------------|--------------|
| Trf Gen Fund        | 4800.45000.0100 | \$568,009    | \$140,000     | \$708,009    |
| Trf Water Fund      | 4800.45000.0200 | 97,373       | 24,000        | 121,373      |
| Trf Wastewater Fund | 4800.45000.0210 | 146,059      | <u>36,000</u> | 182,059      |

Total Change to Revenues \$200,000

EXPENSES

| Description        | Account Number      | 2006 Adopted | Amendment        | 2006 Revised |
|--------------------|---------------------|--------------|------------------|--------------|
| Self Ins Claim Pay | 48010900.68200.0000 | \$603,815    | <u>\$200,000</u> | \$803,815    |

Total Change to Expenses \$200,000

Section 21. The 2006 appropriation for the General Capital Outlay Replacement Fund initially appropriated by Ordinance No. 3162 in the amount of \$2,966,109 is hereby decreased by \$40,500 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$2,925,609. The actual amount in the General Capital Outlay Replacement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 22. The \$40,500 decrease in the General Capital Outlay Replacement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006 Adopted | Amendment         | 2006 Revised |
|-------------------|-----------------|--------------|-------------------|--------------|
| Internal Billings | 4500.43140.0100 | \$728,340    | <u>\$(40,500)</u> | \$687,840    |

Total Change to Revenues \$(40,500)

EXPENSES

| Description | Account Number      | 2006 Adopted | Amendment         | 2006 Revised |
|-------------|---------------------|--------------|-------------------|--------------|
| Vehicles    | 45010900.75600.0000 | \$226,600    | <u>\$(40,500)</u> | \$186,100    |

Total Change to Expenses \$(40,500)

Section 23. The 2006 appropriation for the Debt Service Fund initially appropriated by Ordinance No. 3162 in the amount of \$8,442,782 is hereby decreased by \$213,875 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$8,228,907. The actual amount in the Debt Service Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 24. The \$213,875 decrease in the Debt Service Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description | Account Number  | 2006 Adopted | Amendment          | 2006 Revised |
|-------------|-----------------|--------------|--------------------|--------------|
| Shaw Hgts   | 8000.40255.0064 | \$213,875    | <u>\$(213,875)</u> | \$0          |

Total Change to Revenues \$(213,875)

EXPENSES

| Description       | Account Number      | 2006<br>Adopted | Amendment       | 2006<br>Revised |
|-------------------|---------------------|-----------------|-----------------|-----------------|
| Prin Shaw Hgts    | 80010900.78200.0064 | \$185,000       | \$(185,000)     | \$0             |
| Int Pay Shaw Hgts | 80010900.78400.0064 | 28,875          | <u>(28,875)</u> | 0               |

Total Change to Expenses \$(213,875)

Section 25. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 26. This ordinance shall take effect upon its passage after the second reading.

Section 27. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of October, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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



## Agenda Item 8 R

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Second Reading Councillor's Bill No. 63 re Department Head Severance Pay

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

### Recommended City Council Action

Pass Councillor's Bill No. 63 on second reading approving a change in the severance pay provisions for department heads.

### Summary Statement

- The recommended severance package would allow for up to six months pay and benefits based on a length of service sliding scale and would come into play only in the event of a City-mandated separation. Since the department head severance provisions are outlined in the Westminster Municipal Code, amending this provision requires approval of the attached Councillor's Bill.
- City Council action is requested to pass the attached Councillor's Bill on second reading.
- This Councillor's Bill was passed on first reading on October 10, 2005.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3248**

COUNCILLOR'S BILL NO. **63**

SERIES OF 2005

INTRODUCED BY COUNCILLORS  
**Price - Dixon**

**A BILL  
ADMINISTRATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1: Title I Administration, Chapter 24-3, W.M.C., is hereby AMENDED as follows:

12. Administrative Officer Service: Administrative officer positions receive salaries within the parameters of the existing pay plan as determined by department heads. Part-time administrative officers will be paid on a salaried basis, prorated based on their full-time equivalency. Individuals holding administrative officer positions are entitled to the fringe benefits approved by City Council. Administrative officers shall be subject to termination at the discretion of the City Manager. Such employees who are involuntarily separated shall be eligible for ~~up to thirty (30) days~~ severance pay as determined by length of service and position ~~as follows:~~ AS PROVIDED BELOW, EXCEPT THAT IN THE EVENT THAT THE EMPLOYEE IS TERMINATED BECAUSE OF THE EMPLOYEE'S CONVICTION OF ANY ILLEGAL ACTION, THE CITY HAS NO OBLIGATION TO PROVIDE SEVERANCE COMPENSATION.

a. ~~Department Heads and City Clerk.~~ Those employees employed as ~~administrative officers~~ DEPARTMENT HEADS more than six (6) months, but less than ~~two (2)~~ THREE (3) consecutive years shall be granted full pay and benefits for fifteen (15) working days following involuntary separation. Employees with AT LEAST ~~two (2)~~ three (3) years service in these classifications, but less than ~~five (5)~~ SIX (6) years service, shall receive ~~twenty (20)~~ FORTY-FIVE (45) working days of full pay and benefits. EMPLOYEES WITH AT LEAST SIX (6) YEARS BUT LESS THAN TEN (10) YEARS OF SERVICE SHALL RECEIVE NINETY (90) WORKING DAYS OF FULL PAY AND BENEFITS. Employees with service of ~~five (5)~~ TEN (10) or more years shall receive ~~thirty (30)~~ ONE HUNDRED THIRTY (130) working days of pay and benefits upon involuntary separation.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10<sup>TH</sup> day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>TH</sup> day of October, 2005.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney's Office



**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Second Reading Councillor's Bill No. 64 re Municipal Judge Salary

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

**Recommended City Council Action**

Pass Councillor's Bill No. 64 on second reading establishing the compensation paid to John A. Stipech for his services as Presiding Judge effective January 1, 2006 and an automatic renewal for 2007 unless terminated by City Council.

**Summary Statement**

- City Council previously approved a revised employment agreement with John A. Stipech for services as Presiding Judge for a one-year period beginning January 1, 2006. The agreement will automatically be renewed for 2007 unless it is terminated by City Council no later than October 31, 2006.
- Judge Stipech's 2006 combined salary and deferred compensation will be \$112,439, which represents a three percent increase over his annual compensation for 2005. The agreement allows the Judge to designate a portion of his salary as City-paid deferred compensation to be paid as a lump sum at the beginning of 2006. The Judge will also receive an increase in his monthly car allowance from \$290 to \$340 per month, if Council approves this change for City department heads.
- The City Charter requires that the Presiding Judge's salary be approved by Ordinance.
- City Council action is requested to pass the attached Councillor's Bill on second reading.
- This Councillor's Bill was passed on first reading on October 10, 2005.

**Expenditure Required:** \$112,439 plus the cost of fringe benefits as described in the attached employment agreement

**Source of Funds:** General Fund, Municipal Court Division Budget

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3249**

COUNCILLOR'S BILL NO. **64**

SERIES OF 2005

INTRODUCED BY COUNCILLORS  
**Hicks - Dixon**

**A BILL  
FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE  
THE CITY OF WESTMINSTER ORDAINS:**

Section 1. Title 1, Chapter 7 of the Westminster Municipal Code is hereby amended as follows:

1-7-2: MUNICIPAL JUDGE: The salary of the Municipal Judge shall be as follows:

~~\$91,164~~ \$112,439 per annum payable bi-weekly ~~plus \$18,000 in~~ INCLUSIVE OF ANY AMOUNTS PROVIDED AS City-paid deferred compensation.

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

Section 3. This ordinance shall take effect on January 1, 2006.

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 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>th</sup> day of October 2005.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**Subject:** Resolution No. 44 re Appointments to Boards and Commissions

**Prepared by:** Linda Yeager, City Clerk

**Recommended City Council Action:**

Adopt Resolution No. 44 making appointments to the Board of Adjustment.

**Summary Statement:**

- City Council action is requested to appoint the current alternate member on the Board of Adjustment to fill the unexpired term of a regular member who passed away.
- In addition, the appointment of a new alternate member to the referenced Board is requested.
- The terms of these specific appointments will expire on December 31, 2005.
- If Council approves the recommended appointments, the Boards and Commissions pool of eligible applicants will be reduced to 10 individuals.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Subject:** Resolution re Appointments to Boards and Commissions

Page 2

**Policy Issue**

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

**Alternative**

None identified.

**Background Information**

The death of Gerald Nordmark created a vacancy on the Board of Adjustment. In accordance with established procedure, if the attached resolution is adopted, the alternate member of the Board will be appointed as a regular member and an eligible resident interested in serving on the Board will be named the alternate member.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **44**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

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**CITY OF WESTMINSTER BOARD AND COMMISSION NEW APPOINTMENTS**

WHEREAS, It is important to have each City Board or Commission working with its full complement of authorized appointees to carry out the business of the City of Westminster.

WHEREAS, The untimely death of Gerald Nordmark has created an unexpected vacancy on the Board of Adjustment; and

WHEREAS, An eligible citizen of Westminster who previously expressed interest in serving on one or more of the City's Boards and Commissions has been contacted and has voiced specific interest in being appointed to the alternate position on the aforementioned Board to fill the unexpired term of alternate to be named to regular membership.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster does hereby make the following appointments.

Section 1. The appointment of Samuel Biller, the current alternate member, to regular membership on the Board of Adjustment, term of office to expire December 31, 2005.

Section 2. The appointment of Bernice Aspinwall, an interested eligible citizen, to fill the current vacancy of the alternate member on the Board of Adjustment, term of office to expire December 31, 2005.

PASSED AND ADOPTED this 24<sup>th</sup> day of October, 2005.

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Mayor

ATTEST:

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City Clerk



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Resolution No. 45 for Exercise of the Option to purchase Parcel 3 of the Whole Foods/Lower Church Lake property from Jefferson County

**Prepared By:** Ruth C. Becker, Open Space Coordinator

**Recommended City Council Action**

Adopt Resolution No. 45 authorizing the City Manager to execute all documents required to exercise the third option and closing documents for the acquisition of approximately ten acres of land, and authorize the expenditure of \$1,000,000 plus interest and closing costs for the acquisition of the final portion of the Whole Foods/Lower Church Lake property from Jefferson County. The interest for the year is estimated at \$28,206.50, assuming a closing date of November 15, 2005.

**Summary Statement**

- In December 2002, Jefferson County, on behalf of the City, acquired the 30-acre Whole Foods property located between Wadsworth Boulevard and US 36 north of Lower Church Lake.
- The purchase price for the property was \$3,000,000.
- The City and County entered into an Option Agreement allowing the City to buy the property from the County in three separate 10 acre parcels starting from the north in 2003, 2004, and 2005, subject to annual appropriations. (see attached vicinity map)
- The deadline for the City to exercise the third option is November 15, 2005.
- The interest is calculated on the interest the County would have received if they had not expended their funds for this purchase and invested the money instead. The County has notified the City that the interest rate averages 2.8% for this term, or approximately \$28,206.50.

**Expenditure Required:** \$1,000,000 plus approximately \$28,206.50 in interest and miscellaneous closing costs

**Source of Funds:** Open Space Land Purchases Account

**Policy Issue**

Does City Council approve the use of the open space funds for the purchase from Jefferson County of the final approximately 10 acre parcel of the Whole Foods property?

**Alternative**

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not support this option for the following reasons:

1. Jefferson County purchased this parcel at the City's request with the expectation of being reimbursed over 3 years.
2. If the City does not purchase the land, the County would likely sell it for private development, resulting in the loss of a highly visible and important open space.

**Background Information**

In 2002, Staff negotiated the acquisition of the 30-acre Whole Foods/Amrion property located north of Lower Church Lake between Wadsworth Boulevard and US 36 south of 112<sup>th</sup> Avenue for open space preservation. The negotiated purchase price was \$5,000,000, less a \$2,000,000 charitable contribution from Whole Foods, resulting in a cash consideration of \$3,000,000.

The acquisition of this property was an excellent open space opportunity. However, the City did not have \$3,000,000 in the Open Space Fund to do the outright purchase and was restrained by the TABOR Amendment from doing multi-year payments to Whole Foods. At that point, the City approached Jefferson County requesting financial assistance with the acquisition. Jefferson County agreed to acquire the property on behalf of the City using the County's bond funds and closed on the purchase on December 11, 2002. At the same time, the City entered into an Option Agreement with the County, which allows the City to acquire the property in three 10-acre parcels over a three-year period extending from 2003 to 2005 subject to annual appropriations. The City exercised its options in 2003 and 2004 and has acquired 20 acres of the 30 acre property. The agreement also states that if the City does not acquire the property from the County, the County has the right to sell the property for non-open space purposes.

The acquisition of the Whole Foods Property was and continues to be a high priority goal for the Open Space Advisory Board. The property continues the preservation of open space along the US 36 corridor, preserves the views of the mountains for those traveling through the City and provides for a buffer along the north shore of Lower Church Lake. Acquisition of the final parcel of the Whole Foods Property will consolidate the City's open space holdings north and south of Lower Church Lake, with the 30 acre assemblage north of Lower Church Lake, and the Walker property along the south shore of Lower Church Lake. The Mandalay Ditch Company owns the lake itself and the immediate shoreline.

Staff recommends exercising the option for Parcel 3 under the terms of the Option Agreement. Funds are available for this acquisition in the Open Space Land Purchases Account.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments: Vicinity Map  
Resolution

RESOLUTION

RESOLUTION NO. **45**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

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**EXERCISE OF THE OPTION TO PURCHASE PARCEL 3 OF THE WHOLE FOODS/LOWER CHURCH LAKE OPEN SPACE PROPERTY FROM JEFFERSON COUNTY**

WHEREAS, Jefferson County, through the Jefferson County Open Space Program, at the City of Westminster's request, purchased the 30-acre Whole Foods/Lower Church Lake property located in the City of Westminster; and

WHEREAS, Jefferson County and the City of Westminster entered into an Option Agreement dated December 11, 2002 enabling the City to purchase the property from the County in 10-acre increments; and

WHEREAS, the City of Westminster considers this property to be a high priority open space acquisition; and

WHEREAS, the City of Westminster has budgeted for exercise of this option.

NOW THEREFORE, the Westminster City Council hereby resolves that the City of Westminster exercise the option to purchase Parcel 3 of the Whole Foods/Lower Church Lake property from Jefferson County on or before the due date of November 15, 2005 and authorizes the City Manager to sign any and all documents required to exercise the option and acquire the property.

PASSED AND ADOPTED this 24<sup>th</sup> day of October, 2005.

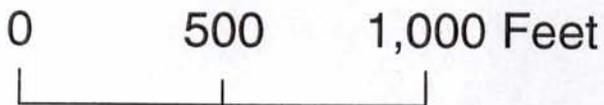
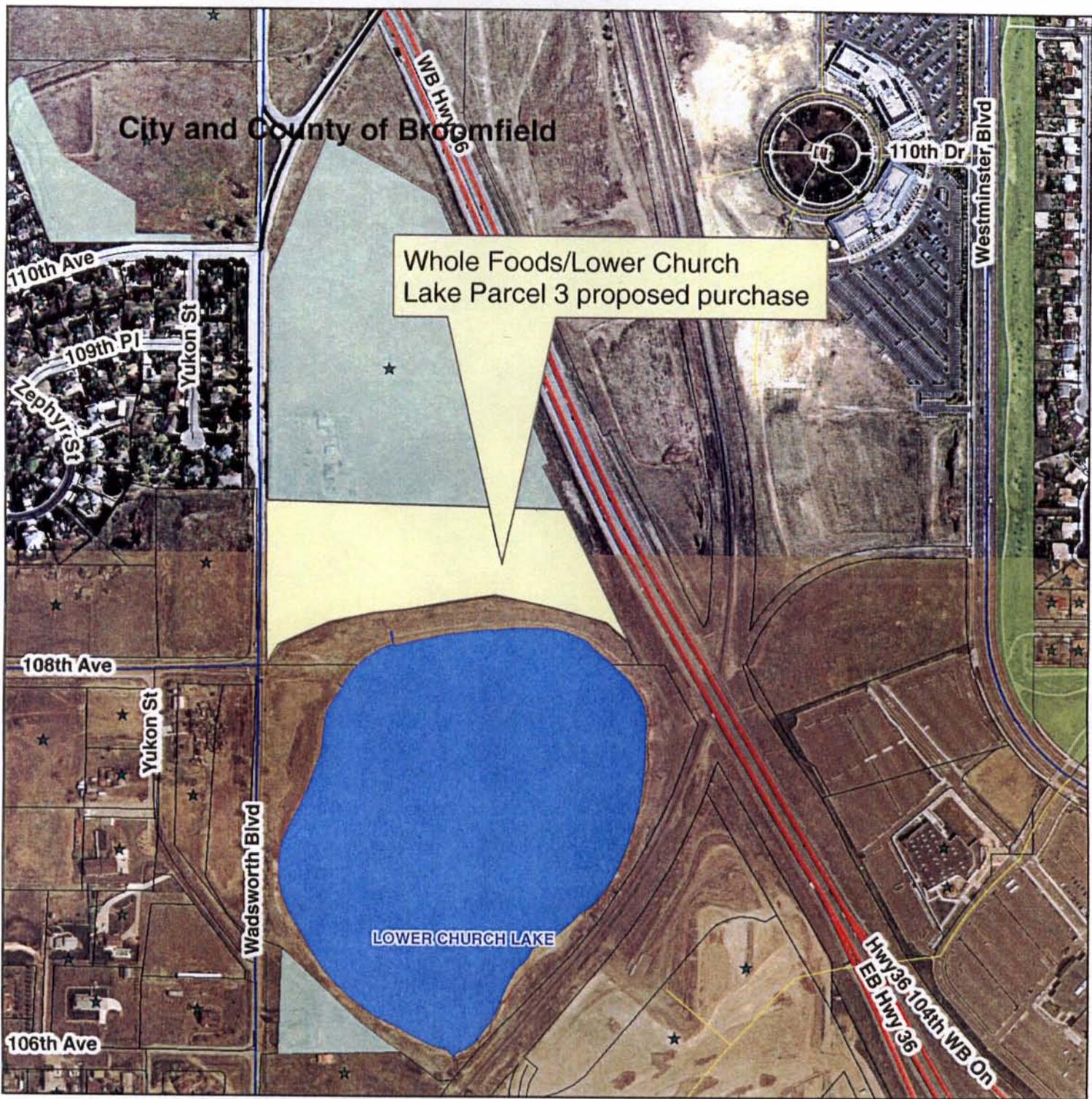
ATTEST:

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Mayor

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City Clerk



### Legend

- OpenSpace
- Water Bodies
- Parks



## Agenda Item 10 B

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Resolution No. 46 re Growing Home Funding for Westchester Apartments

**Prepared By:** Tony Chacon, Senior Projects Coordinator

### Recommended City Council Action

Adopt Resolution No. 46 authorizing Adams County to provide \$200,000 in funding from the City of Westminster's HOME allocation to be applied towards rehabilitation of the Westchester Apartments located at 7240 Newton Street, Westminster, Colorado.

### Summary Statement

- Growing Home is a non-profit agency dedicated to providing housing for disadvantaged households, including those characterized as being "homeless," and is under contract to purchase and rehabilitate a 20-unit apartment building at 7240 Newton Street in south Westminster to service low to moderate income and homeless families.
- Growing Home will expend at least \$434,382 towards rehabilitation of the building and units, along with additional donations of building supplies from major businesses.
- Fifteen of the units would rent from about \$385 to \$447 per month. Four of the units will be used as transitional housing for "homeless" families, and one unit will house a resident manager.
- Growing Home is requesting the City of Westminster provide an allocation of \$200,000 of the City's HOME funds to be paired with funds from a private donor, Adams County, the State of Colorado Division of Housing, and other sources.
- The funds proposed to be provided by the City would not be used in conjunction with the acquisition, but rather would be applied to rehabilitation of the living units, which have been inspected by City building officials and rental property inspectors.
- HOME funds are federal dollars from the U.S. Department of Housing and Urban Development specifically for the purpose of supporting and providing affordable home initiatives.
- The City receives about \$250,000 annually in HOME funds, and currently has an estimated balance of \$526,713. Such funds are currently assigned to the City's housing rehabilitation and first-time homebuyer programs for low to moderate income households, which is administered by Adams County. Should City Council fund this project as request, the City would maintain a sufficient level of HOME dollars to provide funding for these two programs.
- The acquisition and improvement as proposed would provide a substantial upgrade to the livability of the units while maintaining the stock of affordable housing. This project further meets HUD's priority goal of providing affordable housing thereby keeping the City in good standing relative to use of its Community Development Block Grant (CDBG) and HOME funds.

**Expenditure Required:** \$200,000

**Source of Funds:** HOME fund administered by Adams County

### **Policy Issue**

Should the City reassign a portion of its HOME fund allocation to assist in the rehabilitation of an apartment building that will result in a reduction in the amount of HOME funds for the City's housing rehabilitation and first-time homebuyer programs, and/or other eligible housing development projects?

### **Alternatives**

- The City Council could choose not to provide any funds towards the project. This alternative would have the effect of terminating the acquisition given the other sources of funding are contingent upon City participation.
- 
- The City Council could choose to provide funding at a lower level than requested. This alternative, while providing the desired local support, may result in making the project less financially viable and would not result in rehabilitation of the property unless other sources of funds can be found.

### **Background Information**

The City of Westminster has been approached by representatives of Growing Home (formerly Adams County Interfaith Hospitality Network) requesting the City give consideration to providing \$200,000 in HOME funds towards the acquisition of the Westchester Apartments, a 20 unit apartment building, at 7240 Newton Street in south Westminster. Growing Home is interested in purchasing the building to provide affordable and transitional housing directed towards lower income and "homeless" families. Growing Home's interest in this project was spurred on by a private donor's offer to donate a substantial sum of money towards establishing such a facility in Westminster. Upon evaluating its options relative to providing transitional housing, Growing Home chose to pursue acquisition of the existing apartment building that could provide rental units at affordable levels, while also setting aside 3 to 4 of the units as transitional housing units.

Growing Home entered into a contract to purchase the 20 unit apartment building at 7240 Newton Street in south Westminster at a purchase price of \$1,092,000. Another \$434,382 has been budgeted for rehabilitation of the units and building. Based upon this budget, Growing Home intends to thoroughly rehabilitate all of the units including the following major improvements:

- Replacement or repair of heating boiler;
- Replacement of all kitchen and bath fixtures and cabinets;
- Replacement of door jambs;
- Replacement of air conditioning units; and,
- Replacement of floor decking that may have been damaged by moisture. This would require replacement of all carpeting and floor coverings.

Table A provides a cost and funding breakdown of the project.

Table A  
Project Costs and Funding Sources

| <b>Project Costs</b>                                 | <b>Project Estimates</b> |  |
|--|--------------------------|--|
| Acquisition  | \$1,092,000              |  |
| Rehabilitation                                       | \$ 434,382               |  |
| Closing / Reserves                                   | \$ 81,405                |  |
| <b>Total</b>   | <b>\$1,607,787</b>       |  |
|  |                          |  |
| <b>Sources of Funding</b>                            | <b>Requests/Pledges</b>  | <b>Status</b>                            |
| Private Donor  | \$350,000                | Pledged                                  |
| Adams County HOME                                    | \$350,000                | Approved                                 |
| Colorado Division of Housing                         | \$325,000                | Approved                                 |
| Federal Home Loan Bank AHP                           | \$ 50,000                | Pending Oct. 2005                        |
| Miscellaneous Donor Funds / 2 <sup>nd</sup> Mortgage | \$74,787                 | Pending/2 <sup>nd</sup> Mortgage secured |
| Private Debt   | \$258,000                | Approved                                 |
| <b>City of Westminster HOME Funds</b>                | <b>\$200,000</b>         |  |
|  |                          |  |
| <b>Total</b>   | <b>\$1,607,787</b>       |  |

Although Growing Home has received pledges as noted above, these other sources of funding are contingent upon the City of Westminster providing some level of funding to the project. Should the City Council approve the funding request, the other funds would be released to the project.

City Staff believes the level of agreed upon improvements is substantial enough to warrant the request for \$200,000 in HOME funds. To ensure the improvements are completed as proposed, Staff further requested that the City funding, if approved by Council, be applied specifically towards the rehabilitation of the building, and more particularly the living units, and that other sources be used towards the purchase of the property. Growing Home has agreed to this condition.

Staff further believes the acquisition and increased level of rehabilitation would provide other benefit to the City including the following:

- Growing Home intends to adhere to a tenant screening process and monitoring that could improve the mix and quality of tenants;
- The funding sources would require Growing Home to maintain the premises at a quality living standard;
- The current housing code violations would be remedied;
- The rehabilitation of the apartments meets the housing goal of the South Westminster Strategic Revitalization Plan related to providing a diverse range of livable housing options; and,
- The project would assist the City in maintaining its good standing with HUD given their regularly stated goal of providing affordable housing, particularly as it relates to meeting the needs of “homeless” populations.

The City currently has a balance of about \$526,713 in HOME funds available to assist initiatives for low to moderate income housing. The City receives an allocation of about \$250,000 annually in HOME funds from the U.S. Department of Housing and Urban Development (HUD). The funds are made available to provide and support housing endeavors related to low-income and special needs populations. As such, use of the funds in support of the proposed acquisition and use is permitted. HOME has traditionally been used by the City to fund its low-income housing rehabilitation program and first time homebuyer program. Historically, each of these programs has expended less than \$100,000 annually. Should the City fund Growing Home, a balance of about \$326,000 would remain available for these existing programs. The City is expected to receive another allocation of about \$250,000 in March, 2005, which would bring the HOME balance back up to about \$500,000.

Funding from the other sources, including Adams County and the Colorado Division of Housing, is conditioned upon a financial commitment of local support from the City of Westminster. Given funding provided by the State of Colorado, the property will be subject to a restrictive covenant preserving the apartments as an affordable housing project for a lengthy period of time. This covenant would remain in effect should Growing Home choose to sell or convey property to another party.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **46**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

**AWARDING GROWING HOME \$200,000 IN "HOME" FUNDS TO BE USED TOWARDS  
REHABILITATION OF THE WESTCHESTER APARTMENTS**

WHEREAS, Growing Home, a non-profit corporation, is under contract and intends to purchase and rehabilitate the 20-unit Westchester Apartments at 7240 Newton Street, Westminster, Colorado, hereafter known as the Project, with the intent of providing affordable and transitional housing serving low-income and homeless families; and

WHEREAS, Growing Home is requesting the City provide \$200,000 in HOME funds that will be matched with \$1,407,787 in funds from other private and governmental donors to purchase and make substantial improvements to the Project; and,

WHEREAS, the City of Westminster has in excess of \$500,000 in HOME funds on deposit with Adams County, as designated administrator of the funds, that are readily available to provide the funding for the Project as requested; and,

WHEREAS, the Project meets federal eligibility requirements relative to the use of such funds; and,

WHEREAS, the City Council finds that the Project as proposed meets the goals and objectives of the South Westminster Strategic Revitalization Plan related to providing a diverse range of livable housing options and will contribute to improving the livability of the south Westminster neighborhood.

NOW, THEREFORE, the Westminster City Council hereby resolves that the City of Westminster awards \$200,000 of its HOME funds, currently on deposit with and administered by the Adams County Office of Community Development, to Growing Home relative to the Westchester Apartment Project located at 7240 Newton Street, in the City of Westminster, Adams County, Colorado, and that such funds shall only be applied towards costs incurred relative to rehabilitation of the residences.

PASSED AND ADOPTED this 24<sup>th</sup> day of October, 2005.

Attest:

\_\_\_\_\_  
Mayor

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



## Agenda Item 10 C-F

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
October 24, 2005



**SUBJECT:** Purchase of the Metzger Farm Property through The Broomfield-Westminster Open Space Foundation; Purchase of 6.05 shares of Farmers Reservoir and Irrigation Company; Approval of the Sale of a Portion of the Koleski Open Space Property to the City of Broomfield

**Prepared By:** Ruth C. Becker, Open Space Coordinator

**Recommended City Council Action**

- Adopt Resolution No. 47 approving the Intergovernmental Agreement with the City and County of Broomfield providing the mechanism for the two municipalities to purchase the Metzger Farm.
- Adopt on first reading Councillor's Bill No. 65 authorizing the creation of The Broomfield-Westminster Open Space Foundation (the "Foundation") providing for the acquisition, financing, ownership, operation and maintenance of the Metzger Farm Property.
- Authorize the City Manager to sign the Purchase Agreement for the 6.05 shares of FRICO water.
- Approve the Purchase and Sale Agreement for sale of the 5.71 acre portion of the Koleski Property to Broomfield, and authorize the City Manager to sign all closing documents necessary to complete these transactions.

**Summary Statement**

- The City of Westminster has sought to acquire the Metzger Farm property at 120<sup>th</sup> Avenue and Lowell Boulevard for many years. The Metzger Farm has been identified as a number one priority for acquisition by the Westminster Open Space Advisory Board.
- The City of Westminster and the City and County of Broomfield have jointly negotiated the acquisition of the Metzger Farm, including water rights, for a total purchase price of \$11,000,000.
- The City of Westminster will be the sole purchaser of the water rights, 6.05 shares of the Farmer's Reservoir and Irrigation Company.
- The City of Westminster and the City and County of Broomfield will enter into an Intergovernmental Agreement providing for the creation of a separate Foundation in order to take title and finance the purchase. The Foundation will be managed by a Board composed of the Mayor, a City Council member, and the City Manager for each jurisdiction, and a seventh member to be selected by the City Managers who is not a resident of either jurisdiction.
- The Foundation will issue Certificates of Participation to finance the bulk of the acquisition. Westminster and Broomfield, as tenants in common, will lease the property from the Foundation, and the lease payments will provide the revenue stream for the Foundation's financing. After the Certificates of Participation are retired, the Foundation will deed the Metzger Farm property to the City of Westminster and the City and County of Broomfield as tenants in common, with each jurisdiction owning an undivided 50% interest, provided the parties have made all their lease payments.
- Westminster and Broomfield have received \$2,002,500 in grants from Adams County and GOCO to apply to the purchase price.
- Broomfield has expressed interest in acquiring from Westminster the parcel of land directly west of Broomfield's wastewater treatment plant. Contingent on the closing of the Metzger Farm purchase, the City of Westminster proposes selling this parcel of land, a portion of the Koleski open space, to Broomfield for \$45,000 per acre or approximately \$256,950. These funds will be applied by Westminster to the Metzger Farm purchase.

**Expenditure Required:** The total purchase price for the property and water rights is \$11,000,000 plus costs of issuance for the Certificates of Participation. The City of Westminster's share will be approximately \$5,004,850 plus costs of issuance and due diligence investigation costs.

**Source of Funds:**

- \$37,500 from the Open Space Fund Land Purchases Account for Westminster's 50% share of the down payment, to be paid immediately after approval of the transaction by the Foundation, and an additional approximately \$35,000 for Westminster's share of due diligence investigations;
- \$387,200 from the Utility Fund for the FRICO water shares;
- Approximately \$4,323,200 plus issuance costs, from the Open Space Land Purchases Account, to be applied to payment of the Certificates of Participation from 2006 through 2016; and
- Approximately \$256,950 from Westminster's sale of the Koleski parcel to the City & County of Broomfield will be applied to the purchase price for the Metzger Farm at closing.

**Policy Issues**

- Should the City’s Open Space Funds be used for this acquisition?
- Should the City create a non-profit foundation with the City and County of Broomfield to purchase the property and issue the Certificates of Participation?
- Should the City sell a portion of an existing open space parcel in order to use the funds to purchase a higher priority open space parcel?

**Alternatives**

1. Not acquire the property at this time. This alternative is not recommended because Staff believes the acquisition is in a key location, preserves one of the most desirable parcels in the City, preserves a working farm with historic buildings, preserves lakes, bird habitat, and a riparian corridor along the Big Dry Creek Trail.
2. Not create the Broomfield-Westminster Open Space Foundation. This alternative is not recommended because Staff believes the Foundation is the best vehicle to allow for joint management and control of the property by Broomfield and Westminster and issuance of the Certificates of Participation to finance the acquisition.
3. Not sell the portion of the Koleski open space property. This alternative is not recommended because Staff believes this parcel of land was acquired as part of the Koleski open space parcel in order to preserve the areas along Big Dry Creek and that it is appropriate to dispose of this remainder parcel to provide the additional funding necessary to make the Metzger Farm purchase possible.

**Background Information**

Staff has been negotiating to purchase the Metzger Farm, an in tact parcel of approximately 150 acres at the intersection of Lowell Boulevard and 120<sup>th</sup> Avenue, for many years. Through a partnership with the City and County of Broomfield, and generous grants from the Adams County Open Space Fund and the State of Colorado Great Outdoors Colorado Trust Fund (“GOCO”), this acquisition is now possible. The proposed purchase price for the Property is \$11,000,000. The purchase price is proposed to be paid from several sources. First, Westminster and Broomfield have received over \$2,000,000 in grants from open space funders. Adams County is contributing \$1,502,500 and GOCO is contributing \$500,000 towards the purchase price. Second, the Westminster Utility Fund will purchase the 6.05 shares of the Farmers Reservoir and Irrigation Company for \$387,200, market value. Westminster will be the sole owner of the water rights, which will be used to augment the City’s raw water supply.

The third facet of the proposed transaction is the sale of a portion of an existing Westminster open space property to Broomfield, with the funds Westminster receives from this sale applied to the purchase price for the Metzger Farm. Broomfield has offered to purchase a portion of the Koleski open space from Westminster (see attached map). Broomfield has expressed interest for many years in acquiring this parcel of land, which is located directly west of Broomfield’s wastewater treatment plant, for Broomfield city operations. Broomfield intends to use the property for a tree limb drop off site for residents, a compost and management area for landscape waste, and a sewage dump station for recreational vehicles, so that vehicles do not have to enter the wastewater treatment plant, as they do now. This parcel of land is outside of the floodplain, far from the Big Dry Creek corridor, and a non-essential open space parcel. It was purchased from the Koleski family in 1996 as part of a larger tract including significant sections of the Big Dry Creek. Contingent on the closing of the Metzger Farm purchase, the City of Westminster proposes selling this parcel of land to Broomfield for \$45,000 per acre or approximately \$256,950. The per acre value for this parcel is less than the amount to be paid for the Metzger Farm because it is devalued by its location directly west of the wastewater treatment ponds.

The Cities will share a \$75,000 down payment for the property. The remaining approximately \$8,278,350, plus costs of issuance, will be financed by Certificates of Participation to be issued by the Foundation. The Foundation will hold title to the Metzger Farm property and shall convey the property to Broomfield and Westminster once the Certificates of Participation have been retired. At that time, Broomfield and Westminster will each own a 50% undivided interest in the Metzger Farm subject to reciprocal conservation easements, provided both cities have made all of their lease payments as scheduled under the Intergovernmental Agreement. The Foundation will be governed by a Board composed of the Mayor from each city, one appointed Council member from each city, and both City Managers. The City Managers shall select the final neutral member of the Board of Directors. Management of the Metzger Farm will be governed by the Board of Directors of the Foundation.

A chart setting forth the proposed contributions to the purchase price is provided below:

|                               |                          |                |                          |
|-------------------------------|--------------------------|----------------|--------------------------|
| Grants:                       | Adams County Open Space: | \$1,502,500    |                          |
|                               | GOCO:                    | 500,000        |                          |
| Down payment:                 | Westminster              | 37,500         |                          |
|                               | Broomfield               | 37,500         |                          |
| Certificates of Participation |                          |                |                          |
|                               | Westminster share        | 4,323,200      | (principal amount)       |
|                               | Broomfield share         | 3,955,150      | (principal amount)       |
| Westminster Utility Fund      |                          | 387,200        | 6.05 shares of FRICO     |
| Sale of Koleski Parcel        |                          | <u>256,950</u> | Westminster contribution |
| Total Purchase Price:         |                          | \$11,000,000   |                          |

The total purchase price for the land, excluding water rights, is approximately \$70,000 per acre or \$1.62 per square foot. Westminster’s contribution to the purchase price for the land is approximately \$30,785 per acre or \$0.71 per square foot. The purchase price for the land only is allocated as follows: Grants: 19%, Westminster’s share 43% and Broomfield’s share 38%. Staff believes this is a tremendous opportunity for Westminster to preserve this “urban oasis” with contributions of more than fifty percent of the purchase price from partner entities.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Resolution No. 47, Series 2005  
Intergovernmental Agreement  
Councillors Bill No. 65, Series 2005  
Map

RESOLUTION

RESOLUTION NO. **47**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

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**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF BROOMFIELD FOR ACQUISITION OF THE METZGER FARM FOR OPEN SPACE PURPOSES**

WHEREAS, the City of Westminster is authorized to enter into intergovernmental agreements with other municipalities pursuant to section 29-1-203, C.R.S., and section 18(2) of Article XIV of the Colorado Constitution; and

WHEREAS, the City Council desires to enter into an intergovernmental agreement with the City and County of Broomfield for the purpose of acquiring, financing, preserving, operating and maintaining a parcel of land known as the Metzger Farm; and

WHEREAS, Westminster and Broomfield intend to form a non-profit corporation to be known as The Broomfield-Westminster Open Space Foundation for the purposes of acquiring, financing, owning and managing for open space purposes the Metzger Farm and for sharing the costs and expenses associated therewith.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WESTMINSTER RESOLVES THAT:

1. It is in the best interest of the citizens of Westminster and in furtherance of the Westminster Open Space Program to enter into an intergovernmental agreement with the City and County of Broomfield for the purposes of acquiring the Metzger Farm property.

2. The Mayor is hereby authorized to sign the attached Intergovernmental Agreement in substantially the same form as that attached hereto as Exhibit 1.

3. This Resolution shall take effect upon the passage by the Council of the City and County of Broomfield of a similar authorizing resolution.

PASSED AND ADOPTED this 24<sup>th</sup> day of October, 2005.

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Mayor

ATTEST:

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City Clerk

## **EXHIBIT 1**

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND THE CITY OF WESTMINSTER PROVIDING FOR THE ACQUISITION, FINANCING, OWNERSHIP, OPERATION AND MAINTENANCE OF THE METZGER PROPERTY

1.0 PARTIES. The parties to this Intergovernmental Agreement (“Agreement”) are THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county (“Broomfield”), and the CITY OF WESTMINSTER, a Colorado home-rule city (“Westminster”), collectively, the “Parties,” or individually, a “Party.”

2.0 RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 The Parties are authorized to enter into intergovernmental agreements pursuant to the provisions of section 18(2) of Article XIV of the Constitution of Colorado and by section 29-1-203, C.R.S.

2.2 The Parties desire to acquire, finance, own, and operate approximately 150 acres, more or less, of undeveloped land, plus improvements located within the corporate boundaries of Westminster, County of Adams, (the “Property”), which land is presently owned by the John W. Metzger Trust and Betty B. Metzger (collectively the “Owner”). The legal description of the Property is attached hereto as Exhibit A and incorporated by reference herein.

2.3 The Parties intend to incorporate a nonprofit corporation, which shall qualify under section 501(c)(3) of the Internal Revenue Code and function as a public foundation (the “Foundation”).

2.4 The Foundation shall acquire, finance, own, and manage the Property as provided for in the articles of incorporation.

2.5 It is further the intent of the Parties that all costs and expenses associated with implementing this Agreement shall be paid equally by the Parties, and the administrative staffs of the Parties may rely on this declaration of intent to cooperate and expend funds.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 3.1 The Foundation.

(a) The Parties agree to file articles of incorporation with the Colorado Secretary of State under the Colorado Revised Nonprofit Corporation Act. The city and county manager for Broomfield and the city manager for Westminster shall be the incorporators.

(b) The name of the nonprofit corporation shall be The Broomfield-Westminster Open Space Foundation, or such other name as agreed upon by the Parties. The board of directors for the Foundation shall be comprised of an equal number of directors appointed by each Party, and one additional impartial director selected by Broomfield and Westminster (the “Board”), as provided for in the corporation’s By-Laws and Articles of Incorporation, in substantially the form attached hereto as Exhibit B .

(c) The Parties agree that after formation the Foundation shall be represented initially by Hahn, Smith, Walsh & Mancuso, P.C. Denver, Colorado and such person or firm shall issue any opinions required by the financing and the documentation required for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code

3.2 Acquisition of the Property. The Foundation, acting by and through the Board, shall enter into a purchase agreement with the Owner of the Property.

3.3 Financing the Acquisition of the Property.

(a) The acquisition of the Property by the Foundation shall be paid for and financed by grants, donations, gifts, and other contributions from public and private entities and by the issuance of financial obligations by the Foundation. All grants received for the purpose of acquiring, improving, or maintaining the Property shall be divided equally between the Parties, regardless of which Party applied for the grant. The Parties agree to pay to the Foundation their proportionate shares of the rental payments or other debt service incurred by the Foundation from funds available to each Party as set forth in a lease, indenture or other financing documents and as described in the Official Statement or other offering documents, or other financing documents, as appropriate, subject to the limitations described in paragraph 17.0 of this Agreement.

(b) In order to finance the acquisition of the Property, the Parties shall empower the Foundation in its articles of incorporation to borrow money, to become indebted, and to execute and deliver bonds, notes, debentures, or other securities, instruments, or obligations for the purposes of acquiring such interests in real and personal property, acquiring, constructing, and installing such facilities and improvements, and for such other purpose or purposes as may be necessary or desirable to accomplish the objectives of the Foundation. Such indebtedness may be unsecured or may be secured by any mortgage, trust deed, or other lien upon the property to be acquired or any other property of the Foundation.

(c) The Parties intend to finance the acquisition of the Property in such a manner as to allow the separate acquisition of the land comprising the riparian area (Parcel I) through the use of grants, donations, gifts and other public funds, including but not limited to GOCO funds. Said Parcel I may be encumbered by the Foundation with a conservation easement in favor of the parties and will not be subject to use as collateral for any bonds, notes, debentures or other securities or obligations. The remainder of the Property, consisting of approximately 110 acres (Parcel II) will be acquired utilizing the financing described herein, and accordingly will be subject to use as collateral under said financing mechanisms.

(d) The Parties agree that Hahn, Smith, Walsh & Mancuso, P.C., Denver, Colorado shall act as Bond Counsel ("Bond Counsel") for the financing, that RBC Dain Rauscher shall act as Underwriter ("Underwriter") for the financing and that the financing shall be on a negotiated, fixed rate basis with the Underwriter. The Parties agree that Broomfield shall, in consultation with Westminster, make certain other determinations in connection with the financing, including, but not limited to, selecting an insurance company, and other financing decisions. The Underwriter has prepared proposed Base Rentals Schedules for the Foundation, Broomfield, and Westminster that are attached hereto as Exhibits C-1 to C-3 and incorporated by reference herein. Exhibit C-1 is the Base Rental Payment for the Foundation. Exhibit CB-2 is the Base Rental Payment for Broomfield. Exhibit C-3 is the Base Rental Payment for Westminster. The Underwriter has also prepared a proposed Purchase Option Price Schedule that is attached as Exhibit D and incorporated by reference herein.

3.4 Ownership of the Property. The Foundation shall own the Property until such time as any and all indebtedness on the Property or portions thereof is paid in full and all liens on the Property are released. The proposed indebtedness on the Property is set forth on Exhibit C-1. Base Rental Payments to be paid to the Foundation by Broomfield and Westminster are set forth on Exhibits C-2 and C-3. At such time as any and all indebtedness on the Property or any portion thereof as set forth on Exhibit C-1 is paid in full and all liens on the Property are released, the Foundation shall convey to each Party by special warranty deed an undivided one-half interest in and to the Property or portion thereof, provided each Party has paid the Foundation an amount equal to their Base Rental Payments set forth on Exhibits C-2 and C-3 that is equal to the Foundation's outstanding indebtedness on the Property as set forth on Exhibit C-1. Should either Party fail to pay an amount equal to their Base Rental Payments set forth on Exhibits C-2 and C-3 that is equal to the Foundation's outstanding indebtedness on the Property as set forth on

Exhibit C-1 and the other Party pays the Foundation such amount, the Foundation conveyance to such Party at the time as any and all indebtedness on the Property or portion thereof is paid in full and all liens on the Property are released shall reflect an undivided interest reflecting the increased ownership interest of such Party determined by the percentage of payment so made by such Party, as described by the “accrual method for ownership” in Section 3.5 below. The Foundation conveyance to the Party that has failed to pay the Foundation an amount equal to one-half of the Foundation’s outstanding indebtedness on the Property shall reflect an undivided interest reflecting the decreased ownership interest of such Party determined by the percentage of payment so made by such Party, as described by the “accrual method for ownership” described in Section 3.5 below.

Additionally, the Parties acknowledge that Westminster may acquire a portion of the Property for the expansion and improvement of Lowell Boulevard on the westernmost border of the Property, at some time in the future, and said acquisition and improvement is intended to be excluded from the operation of the conservation easements mentioned herein.

3.5 Accrual Method of Ownership. In the event that one Party has paid an amount greater than or less than the Base Rental Payments set forth on Exhibits C-2 and C-3, the Foundation conveyance to the Parties, at the time as any and all indebtedness on the Property set forth in Exhibit C-1 is paid in full and all liens on the Property are released, shall reflect increased or decreased ownership in the Property based on the ratio of annual, budgeted and appropriated payments of principal paid to the Foundation by each party to total payments of principal on the outstanding obligations as set forth on Exhibit C-1.

(a) If one party fails to make a payment of principal and interest on the outstanding obligations, as set forth on Exhibit C-2 and C-3, the other party may make such payment (“substitute payment”) and shall, at the time as any and all indebtedness on the Property is paid in full and all liens on the Property are released, receive an increase in ownership in the Property.

(b) If the party that has failed to make a payment of principal and interest on the outstanding obligations, as set forth on C-2 and C-3, wishes to repay the other party prior to the time any and all indebtedness on the Property is paid in full and all liens on the Property are released, it may receive back its interest in the Property by reimbursing the paying party, such amount plus interest at the rate of 6% per annum.

(c) The ownership accrual formula will be as follows:

Definitions

1. Base Rental Principal Payment: the periodic Certificates of Participation (“COPs”) principal payment required by Exhibit C-2 and C-3. Exhibit C-2 includes the Base Rental Principal Payment Schedule for Broomfield. Exhibit C-3 includes the Base Rental Principal Payment Schedule for Westminster.

2. Total Base Rental Principal Payments: the total of all COPs principal payments over the term to maturity of the COPs.

For each principal payment made by each entity, the percent of ownership accrued shall equal the quotient of Base Rental Principal Payment for that entity divided by Total Base Rental Principal Payments for that entity times 100.

(d) Accrual of ownership provisions will be incorporated into the relevant financing documents.

3.6 Conservation Easements. It is the intent of the Parties to empower the Foundation to grant a Conservation Easement, to the parties jointly, over Parcel I at the time that it is acquired, for the purpose of guaranteeing its use for open space, parks and conservation goals of the Parties. Further, the Parties SHALL, upon conveyance of the balance of the Property to them by the Foundation pursuant to §§ 3.4 and 3.5 above, immediately grant reciprocal conservation easements to one another over the balance of the Property for the purpose of guaranteeing its use for the open space, parks, and conservation goals of the Parties.

3.7 Default. Time is of the essence. If any payment or any other condition, obligation, or duty under this Agreement is not made, tendered, or performed by either Party, including the payments set forth in Exhibits B-2 and B-3 within a period of 10 days after written notice specifying such failure and requesting that it be remedied (the "Cure Period"), then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for damages or for specific performance or for both damages and specific performance.

(a) If the defaulting party cures the default prior to the end of the Cure Period, the default shall be deemed cured.

(b) If the defaulting party cannot or does not cure the default prior to the end of the Cure Period, the other party may make the payment, thus accruing the proportionate ownership share in the property according to Sections 3.4 and 3.5 hereof.

(c) If the defaulting party does not make the payment prior to the end of the Cure Period, if the other party makes the payment and acquires the proportionate share of ownership in the Property, the defaulting party may make recompense to the ownership party by reimbursing the other party for principal and interest due as set forth on Exhibits B-2 and B-3 plus 6% per annum interest payment. The ownership interest shall accrue back to the defaulting party, at the time as any and all indebtedness on the Property is paid in full and all liens on the Property are released as set forth in Sections 3.4 and 3.5 hereof.

(d) Separate and distinct default provisions will be set forth in the relevant financing documents.

3.8 Management of the Property. The Foundation shall oversee, manage, maintain, and operate the Property for and on behalf of the Parties. The Board of Directors of the Foundation shall develop an annual budget for the costs of managing, maintaining and operating the Property which shall be submitted to each Party at or about the time each Party prepares its annual budget. Each Party agrees to provide the Foundation with annual funding equal to one-half of the Foundation's operating expenses for the Property. Deleted last sentence

4.0 ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, if to Broomfield Attention: City and County Manager with a copy to the City and County Attorney and if to Westminster Attention: City Manager with a copy to the City Attorney, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

6.0 EXHIBITS. All Exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

7.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

8.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

10.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

11.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

12.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

13.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

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

15.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

16.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations by December 31 of each year. Subject to the provisions of Section 3.6 hereof, in the event a Party fails to appropriate funds for this Agreement beyond the current fiscal year, this Agreement will immediately terminate without further liability to the other Party. In the event a Party fails to appropriate funds for this Agreement, it shall give written notice of such failure to the other Party. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the other Party.

17.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18.0 SEVERABILITY. Subject to the provisions of Section 3.6 hereof if any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole. In any such event, the Parties agree to negotiate in good faith regarding the void or unenforceable provisions of this Agreement.

19.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

20.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

21.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

22.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.



**EXHIBIT A****LEGAL DESCRIPTION OF PROPERTY****Parcel A:**

That part of the SW Y4 of Section 32, Township 1 South, Range 68 West of the 6th P.M., described as: Beginning at the Southeast corner of said SW Y4; thence NOO<sup>o</sup> 17' 10"E on an assumed bearing along the East line of said SW Y4, a distance of 125 feet to a point on the Northerly line of the Colorado State Highway Department right-of-way, said point being the True Point of Beginning; thence Westerly along said Northerly right-of-way line as follows:

N89°26'20"W, 541.90 feet;

S71°16'10"W, 105.90 feet;

N89°26'20"W, 300.00 feet;

S86°44'40"W, 451.00 feet;

N89°26'20"W, 600.00 feet;

S85°05'50"W, 104.95 feet;

N89°26'20"W, 516.84 feet to a point 30.00 feet East of the West line of said SW Y4;

Thence NOOOI5' 10"E parallel with said West line, a distance of 2564.97 feet to a point 30.00 feet South of the North line of said SW Y4; thence S89°10'55"E parallel with said North line, a distance of 2615.10 feet to a point on the East line of said SW Y4; thence SOOOI 7' 10"W along said East line, a distance of 2478.23 feet to the True Point of Beginning;

Except that portion of additional right-of-way deeded to the Department of Highways, State of Colorado, by instrument recorded June 3, 1964 in Book 1154 at Page 235 and Except that certain 10 foot wide parcel of land deeded to the City of Broomfield by instrument recorded July 26, 1985 in Book 3028 at Page 910,

County of Adams,

State of Colorado.

**Parcel B:**

The West 60 feet of the SE Y4 of Section 32, Township 1 South, Range 68 West of the 6th P.M.,

County of Adams,

State of Colorado.

**EXHIBIT B**  
**BYLAWS AND**  
**ARTICLES OF INCORPORATION**

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**BYLAWS**  
**OF**  
**THE BROOMFIELD-WESTMINSTER**  
**OPEN SPACE FOUNDATION, INC.**  
**(A Colorado Nonprofit Corporation)**

**Article I**  
**Offices**

**Section 1. Principal Office.** The principal office and place of business of the Foundation in the State of Colorado shall be designated from time to time by the Foundation and may be within or outside of Colorado. The Foundation may have such other offices, either within or outside Colorado, as the Board of Directors may designate or as the business of the Foundation may require from time to time.

**Section 2. Initial Principal Office and Registered Office.** The initial principal office for the transaction of the business of the Foundation shall be located at 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado 80031 in the State of Colorado. The address of the initial registered office of the Foundation is 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado 80031.

**Article II**  
**Purpose and Powers**

**Section 1. Purposes.** The Foundation is organized exclusively for charitable, municipal and public purposes, including for such purposes the construction and financing of public works and lessening the burdens of government. In furtherance of such purposes, it may promote, establish, conduct, and maintain activities on its own behalf or it may contribute to or otherwise assist other corporations, organizations, and institutions carrying on such activities. Without limiting the foregoing the purposes of the Foundation shall be as follows:

(a) To acquire by purchase, lease, or otherwise, interests in real and personal property, including real property to be used as open space, to acquire, construct, and install improvements and facilities of every character, and to lease or otherwise convey all or any part of said interests in real and personal property and facilities and improvements to The City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster ("Westminster").

(b) To borrow money, to become indebted, and to execute and deliver bonds, notes, debentures, or other securities, instruments, or obligations for the purposes of acquiring such interests in real and personal property, acquiring, constructing, and installing such facilities and improvements, and for such other purpose or purposes as may be necessary or desirable to accomplish the objectives of the Foundation. Such indebtedness may be unsecured or may be secured by any mortgage, trust deed, or other lien upon the property to be acquired or any other property of the Foundation.

(c) To conduct the business of the Foundation in such a manner that upon full payment of any indebtedness of the Foundation, the title and ownership of the property securing such indebtedness or acquired with the proceeds thereof, or to which such indebtedness otherwise relates, will be vested in the Broomfield and Westminster.

(d) To solicit and receive funds, gifts, and donations from Great Outdoors Colorado, the State Historical Fund, the Scientific & Cultural Facilities District and other governmental agencies, foundations and sources of revenue that may be available for the support of the Corporation's activities and programs.

(e) To solicit devises, bequests, and other property, real or personal and tangible or intangible, from individuals as well as from businesses, and to hold, manage, control, sell, transfer, invest and reinvest the same in furtherance of the purposes enumerated herein.

**Section 2. Powers.** In furtherance of the foregoing purposes, (but not otherwise), and subject to the restrictions set forth in Section 5.3 of the Articles of Incorporation, from time to time, the Foundation shall have and may exercise all of the rights, privileges and powers now or hereafter conferred upon nonprofit corporations by the laws of the State of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and as either principal or agent, subject to such limitations as are or may be prescribed by law.

### **Article III Board of Directors**

**Section 1. Qualifications; Tenure.** The management of the affairs of the Foundation shall be vested in a Board of Directors. The Board of Directors of the Foundation shall be composed of an equal number of Directors from Broomfield and Westminster and one director selected by Broomfield and Westminster. The Board of Directors shall have and exercise all of the powers granted to boards of directors by the Colorado Nonprofit Corporation Act, these Articles of Incorporation and the Bylaws as the same may be amended from time to time. The Directors shall include: the Mayor of Broomfield, the Mayor of Westminster, the City and County Manager of Broomfield, the City Manager of Westminster, one councilmember of Broomfield, and one councilmember of Westminster. . Each City shall select one alternate councilmember to serve during absences of its appointed councilmember. The terms of such Directors shall expire when such Directors are no longer elected or appointed to their respective offices and positions. Except for council members appointed by Broomfield and Westminster in the discretion of their respective city council, the successors to such offices and positions shall

become Directors of the Foundation. In addition, the City and County Manager of Broomfield and the City Manager of Westminster shall jointly appoint one director not elected or employed or a resident of either Broomfield or Westminster. The term of such director shall be three (3) years or until a successor is appointed. Such director may be removed by a majority vote of the entire Board of Directors. The mayors shall act as Co-Chairpersons of the Board of Directors and Co-Presidents of the Foundation.

**Section 2. Powers.** The Board of Directors shall have and exercise all of the powers granted to boards of directors by the Colorado Nonprofit Corporation Act, the Articles of incorporation and these Bylaws as the same may be amended from time to time. Each Director shall have one vote on all questions before the Board of Directors. No proxy votes will be accepted.

**Section 3. Compensation.** The Directors shall receive no compensation for their services.

**Section 4. Resignation, Removal and Vacancies.** A Director may resign in accordance with the laws of the State of Colorado. A Director appointed by Broomfield may only be removed by Broomfield and a Director appointed by Westminster may only be removed by Westminster. Vacancies, if any, shall be filled by Broomfield and Westminster, respectively.

**Section 5. Regular Meetings of Directors.** The Board of Directors, by Resolution, shall prescribe the time and place for the holding of regular meetings of the Board, with regular meetings alternating between Broomfield and Westminster and chaired by the Co-President of the Broomfield and Westminster respectively. The Board of Directors shall hold at least one regular meeting each year.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by the Co-Presidents or by any three Directors at any time. Three days' notice of any meeting of the Board of Directors shall be given to each member of the Board of Directors stating the place, day and hour of the meeting and the nature of the business to be transacted.

**Section 7. Quorum for Meeting of Directors.** Except as otherwise provided herein, a majority of the Board of Directors shall constitute a quorum for the transaction of business and the acts or resolutions of a majority of Directors present at any meeting at which a quorum is present shall constitute action of the Board of Directors. If less than a quorum is present, the Directors present may adjourn the meeting to a time and place certain.

**Section 8. Waiver of Notice of Meeting of Director.** Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where the Director attends a meeting for the express purpose of objecting to the notice given with respect to such meeting. A written waiver of notice or manner of calling any such meeting, signed by the Director entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of notice of the meeting.

**Section 10. Open Meetings/Records.** All meetings of the Board of Directors or Committees shall be open to the public in accordance with the Colorado statutes governing open meetings for local government organizations, provided however that notice of meetings need only be given as set forth in these Bylaws. All records of the Foundation shall be considered public records and made available to the public in accordance with Colorado statutes governing public records.

**Section 11. Corporate Records.** The Foundation shall keep as permanent records minutes of all meetings of the Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting and of actions taken by a committee in place of the Board of Directors, and a record of all waivers of notices of meeting of members, the Board of Directors or any committee. The Foundation shall also maintain the following records: (i) appropriate accounting records; (ii) its Articles of Incorporation and Bylaws; (iii) a list of names of business or home addresses of its current Directors and officers; (iv) a copy of its most recent corporate report delivered to the Secretary of State; (v) all financial statements prepared for periods during the last three years that a member could have requested under Colorado law.

**Section 12. Conflict of Interest.** Individual Directors shall avoid situations that would bring about a conflict of interest because of associations with the Foundation. If a conflict of interest should arise, the Directors shall abstain from participation and from voting on any matters, which may constitute a conflict of interest. If, in the determination of the Board of Directors, a Director has a conflict of interest that cannot be resolved, the Director may be removed as set forth in Section 4.

**Section 13. Notices.** Any notice required to be given by these Bylaws or by the Articles of Incorporation may be given by mailing a copy of such notice to the last known address of the addressee, postage prepaid if to Broomfield Attention: City and County Manager with a copy to the City and County Attorney and if to Westminster Attention: City Manager with a copy to the City Attorney.

## **Article IV Officers**

**Section 1. Officers to be Named.** The officers of the Foundation shall be Co-Presidents, a Secretary and a Treasurer and such other officers and assistant officers as may be deemed necessary or desirable by the Board of Directors. The Board of Directors may also appoint an executive director of the Foundation and such staff as the Board of Directors deem necessary.

**Section 2. Selection of Officers.** All officers of the Foundation shall be elected by the Board of Directors and shall hold office until the first of the following occurs: a successor shall have been duly appointed and qualified; death; resignation or removal from office. The initial officers shall be elected during the organizational meeting of the Foundation. Any two or more offices may be held by the same person, except the offices of Co-President may not hold any other office.

**Section 3. Co-Presidents.** The Co-Presidents of the Foundation shall be the principal executive officers of the Foundation and shall be the directors who are the mayors from Broomfield and Westminster, subject to the control of the Board of Directors, shall have general supervision of the affairs of the Foundation and shall preside at all meetings of members and all meetings of the Board of Directors. Except as otherwise provided, after due authorization, either Co-President shall act and sign documents as President of the Foundation. Any contract in excess of \$10,000 shall be approved by the Board of Directors. After review by the Treasurer, any contract less than \$10,000, which is contained in the annual budget, may be executed by either Co-President.

**Section 4. Secretary.** The Secretary shall give notice of all meetings, keep the minutes of such meetings, have charge of the corporate seal, keep a list of the members of the Board of Directors and, in general, perform all duties incident to the office of Secretary, and such other duties as, from time to time, may be assigned by the Co-Presidents or the Board of Directors. The office of Secretary shall be alternatively from Broomfield and Westminster and shall serve a one-year term from election. When the office of Secretary is a person from Broomfield, the office of Treasurer shall be a person from Westminster.

**Section 5. Treasurer.** The Treasurer shall have custody of all monies and securities of the Foundation, shall keep regular books of account, and, in general, perform all of the other duties incident to the office of Treasurer and such other duties as may, from time to time, be assigned by the Co-Presidents or by the Board of Directors. The office of Treasurer shall alternate between Broomfield and Westminster and shall serve a one-year term from election. When the office of Treasurer is a person from Broomfield, the office of Secretary shall be a person from Westminster. The Treasurer shall prepare an annual budget for the Foundation. The Treasurer shall maintain books of account and records of financial transactions and the condition of the Foundation and shall submit reports thereof as the Board of Directors may from time to time require. The Treasurer shall make an annual financial report to the Foundation. With the approval of the Board of Directors, the Treasurer shall be authorized to engage any firm of certified public accountants to assist in the performance of any duties incident to the Treasurer's office, including an audit of the financial records of the Foundation.

**Section 6. Removal and Resignation of Officers.** Any officer may be removed from office by the Board of Directors at any time. Any officer may resign at any time by giving notice thereof to the Co-Presidents or the Secretary and acceptance of such resignation shall not be necessary to make it effective. Any resignation shall be effective upon tender, or at such other time as the notice may provide.

## **Article V Committees**

**Section 1. Executive Committee of the Board of Directors.** The Board of Directors may, by resolution, create and dissolve an Executive Committee of the Board of Directors. The number of members of the Executive Committee and the persons who shall be members thereof shall be determined by the Board of Directors. Unless limited by resolution of the Board of Directors, the Executive Committee shall have all of the powers of the Board of Directors to

arrange and direct all of the business affairs of the Foundation and, whenever, in these Bylaws or otherwise, action is required to be taken or may be taken by the Board of Directors, such action may be taken by the Executive Committee and shall be deemed to have been taken by the Board of Directors.

**Section 2. Other Committees.** The Board of Directors may, from time to time, by resolution, create and dissolve additional committees as deemed necessary and at its discretion.

## **Article VI Investments**

**Section 1. Permitted Investments.** The Board of Directors may invest in any investment permitted to local governments by the Colorado statutes, except as may be limited by the Board of Directors of the Foundation.

**Section 2. Authorization.** The Board of Directors is authorized to receive any and all contributions and hold, invest, re-invest, manage or devote said monies or other properties so contributed to the uses and purposes herein mentioned, and to dispense, transfer, lease, dedicate or otherwise hypothecate any part of or all of such monies or properties as is deemed appropriate by the Directors.

**Section 3. Loans.** No loans shall be contracted for on behalf of the Foundation and no evidence of indebtedness shall be issued in the name of the Foundation unless authorized by a resolution of the Board of Directors and approved in advance by the City and County. Such authority may be general if confined to a specific dollar limit determined from time to time by resolution of the Board of Directors and shall otherwise be confined to specific instances. No loans shall be made to any Officer or Director of the Foundation.

**Section 4. Checks, Drafts and Notes.** All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Foundation shall be signed by such officer or officers, agent or agents of the Foundation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 5. Deposits.** All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such banks, financial institutions or other custodians as the Board of Directors may select.

## **Article VII Indemnification of Directors**

The Foundation shall indemnify its Directors to the full extent permitted by Colorado law.

**Article VIII  
Parliamentary Authority**

The rules contained in Robert's Rules of Order, newly revised or more recent, shall govern the Foundation where applicable and not inconsistent with these Bylaws or other standing rules.

**Article IX  
Seal**

The Board of Directors may adopt a seal for the Foundation which shall have inscribed thereon the name of the Foundation and the words "Seal" and "Colorado" which, when adopted by the Board of Directors, shall constitute the corporate seal of this Foundation.

**Article X  
Fiscal Year**

The Board of Directors may adopt a fiscal year for the Foundation.

**Article XI  
Amendments**

Unless otherwise provided in the Articles of Incorporation, these Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board of Directors of the Foundation by a vote of a majority of the Directors present at any meeting of the Board at which a quorum is present, and not otherwise, provided that notice of the proposed amendment, alteration, or repeal shall have been delivered to each Director of the Foundation with the notice of the meeting at which the proposed amendment, alteration, or repeal will be presented to the Board for action.

These bylaws were adopted by the Board of Directors of The Broomfield-Westminster Open Space Foundation, Inc. on the \_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Secretary

**ARTICLES OF INCORPORATION  
OF  
THE BROOMFIELD-WESTMINSTER  
OPEN SPACE FOUNDATION, INC.  
(A Colorado Nonprofit Corporation)**

The undersigned Incorporators hereby establish a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act, as amended and adopt the following Articles of Incorporation.

**Article I  
Name of Corporation**

The name of the Corporation is The Broomfield-Westminster Open Space Foundation, Inc.

**Article II  
Duration**

The Corporation shall exist in perpetuity from the date of filing of these Articles of Incorporation with the Secretary of State of Colorado, unless dissolved according to law.

**Article III  
Principal Office, Registered Office and Registered Agent**

The initial principal office for the transaction of the business of the Corporation shall be located at 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado, 80031 in the State of Colorado. The address of the initial registered office of the Corporation is 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado, 80031 and the name of the registered agent at such address is J. Brent McFall.

**Article IV  
Membership**

The Corporation shall not have voting members.

**Article V  
Purpose and Powers**

5.1. *Purposes.* The Corporation is organized exclusively for charitable, municipal and public purposes, including for such purposes the construction, financing, operation and maintenance of public works, financing, operation and maintenance of open space and lessening the burdens of government. In furtherance of such purposes, it may promote, establish, conduct, and maintain program activities on its own behalf or it may contribute to or otherwise assist other corporations, organizations, and institutions carrying on such activities. Without limiting the foregoing the purposes of the Corporation shall be as follows:

(a) To acquire by purchase, lease, or otherwise, interests in real and personal property, including real property to be used as open space, to acquire, construct, install, operate and maintain improvements and facilities of every character, and to lease or otherwise convey all or any part of said interests in real and personal property and facilities and improvements to The City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster ("Westminster").

(b) To borrow money, to become indebted, and to execute and deliver bonds, notes, debentures, or other securities, instruments, or obligations for the purposes of acquiring such interests in real and personal property, acquiring, constructing, and installing such facilities and improvements, and for such other purpose or purposes as may be necessary or desirable to accomplish the objectives of the Corporation. Such indebtedness may be unsecured or may be secured by any mortgage, trust deed, or other lien upon the property to be acquired or any other property of the Corporation.

(c) To conduct the business of the Corporation in such a manner that upon full payment of any indebtedness of the Corporation, the title and ownership of the property securing such indebtedness or acquired with the proceeds thereof, or to which such indebtedness otherwise relates, will be vested in Broomfield and Westminster.

(d) To solicit and receive funds, gifts, and donations from Great Outdoors Colorado, the State Historical Fund, the Scientific & Cultural Facilities District and other governmental agencies, foundations and sources of revenue that may be available for the support of the Corporation's activities and programs.

(e) To solicit devises, bequests, and other property, real or personal and tangible or intangible, from individuals as well as from businesses, and to hold, manage, control, sell, transfer, invest and reinvest the same in furtherance of the purposes enumerated herein.

5.2. *Powers.* In furtherance of the foregoing purposes, (but not otherwise), and subject to the restrictions set forth in Section 5.3, from time to time, the Corporation shall have and may exercise all of the rights, privileges and powers now or hereafter conferred upon nonprofit corporations by the laws of the State of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and as either principal or agent, subject to such limitations as are or may be prescribed by law.

### 5.3. *Restrictions on Powers.*

(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No Director, officer or other individual shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Corporation or otherwise.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding section of any future federal tax code, or (2) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding section of any future federal tax code. However, if the Corporation is an organization to which Section 501(h) of the Code applies and the Corporation has effectively elected to have such section apply, the Corporation shall have the power to carry on the activities permitted by such section, but only to the extent that such activities shall not result in the denial of the exemption provided by such section.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a Corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Code or by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Code, and, during any period of time in which the Corporation is a "private foundation" as defined in Section 509(a) of the Code:

(1) The Corporation shall not engage in any act of "self-dealing" as defined in Section 4941(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4941 of the Code;

(2) The Corporation shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by Section 4942 of the Code;

(3) The Corporation shall not retain any "excess business holdings," as defined in Section 4943(c) of the Code, so as to give rise to any liability for the tax imposed by Section 4943 of the Code;

(4) The Corporation shall not make any investments that would jeopardize the carrying out of any of the exempt purposes of the Corporation, within the meaning of Section 4944 of the Code; and

(5) The Corporation shall not make any "taxable expenditure," as defined in Section 4945(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4945 of the Code.

(d) All references in these Articles of Incorporation to the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

## **Article VI Dissolution**

Upon the dissolution of the Corporation, all interests in real property, or tangible personal property that is then affixed to or used in connection with the operation or maintenance of any real property, shall be transferred to Broomfield and Westminster. Any other assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to (1) one or more tax exempt organizations described in Section 501(c)(3) of the Code, contributions to which are deductible under Section 170(c)(2) of the Code or (2) one or more governmental units described in Section 170(c)(1) of the Code. Any assets not so disposed of shall be disposed of the District Court of the City and County of Broomfield, Colorado exclusively for such exempt purposes or to such organization or organizations, which are organized exclusively for such exempt purposes, as the Court shall determine.

## **Article VII Nondiscriminatory Policy**

The Corporation shall make its services, facilities, and programs available to all persons regardless of race, color, creed, national origin, sex, or handicap, and the Corporation shall not in any way discriminate against any person on the basis of race, color, creed, national origin, sex or handicap.

## **Article VIII Board of Directors**

8.1 *Board of Directors.* The management of the affairs of the Corporation shall be vested in a Board of Directors. The Board of Directors of the Corporation shall be composed of an equal number of Directors from Broomfield and Westminster and one director selected by Broomfield and Westminster. The Board of Directors shall have and exercise all of the powers granted to boards of directors by the Colorado Nonprofit Corporation Act, these Articles of Incorporation and the Bylaws as the same may be amended from time to time. The Directors shall include: the Mayor of Broomfield, the Mayor of Westminster, the City and County Manager of Broomfield, the City Manager of Westminster, one councilmember of Broomfield, and one councilmember of Westminster. Each City shall select one alternate councilmember to serve during absences of its appointed councilmember. The terms of such Directors shall expire when such Directors are no longer elected or appointed to their respective offices and positions. Except for councilmembers appointed by Broomfield and Westminster in the discretion of their respective city councils, the successors to such offices and positions shall become Directors of the Corporation. In addition, the City and County Manager of Broomfield and the City Manager of Westminster shall jointly appoint one director not elected or employed or a resident of either Broomfield or Westminster. The term of such director shall be three (3) years or until a successor is appointed. Such director may be removed by a majority vote of the entire Board of Directors. The mayors shall act as Co-Chairpersons of the Board of Directors and Co-Presidents of the Foundation. The names and addresses of the Directors are:

NAME

ADDRESS

8.2. *Liability of Directors.* No Director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a Director, except that the foregoing shall not eliminate or limit such Director's liability to the Corporation for monetary damages for the following: (a) any breach of such Director's duty of loyalty to the Corporation, (b) any of such Director's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) acts specified in C.R.S. Section 7-24-111, as it now exists or hereafter may be amended (regarding a Director's assent to or participation in the making of any loan by the Corporation to any Director or officer of the Corporation), (d) any transaction from which such Director derived an improper personal benefit. If the Colorado Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of Director, then the liability of a Director of the Corporation in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Colorado Nonprofit Corporation Act. Any repeal or modification of this Paragraph shall be prospective only and shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

## **Article IX Bylaws**

9.1 *Provisions of the Bylaws.* The Bylaws of the Corporation may contain any provisions for the regulation or management of the affairs of the Corporation that are not inconsistent with law or these Articles of Incorporation, as these Articles may from time to time be amended.

9.2 *Initial Bylaws.* The initial Bylaws of the Corporation shall be adopted by the Board of Directors.

9.3 *Alteration, Amendment and Repeal.* The Board of Directors may alter, amend or repeal the Bylaws by a majority vote of the entire Board of Directors.

## **Article X Amendments to Articles of Incorporation**

The Board of Directors may amend these Articles of Incorporation by a majority vote of the entire Board of Directors.

**Article XI**  
**Indemnification of Directors**

The Corporation shall indemnify its Directors to the full extent permitted by Colorado law.

**Article XII**  
**Incorporator**

The name and address of the Incorporators are:

George Di Ciero  
Broomfield City and County Manager  
One DesCombes Drive  
Broomfield, Colorado 80020

J. Brent McFall.  
Westminster City Manager  
Westminster City Hall  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

IN WITNESS WHEREOF, the above-named Incorporators have signed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

State of Colorado )  
 )ss.  
City and County of Broomfield )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2005, by George Di Ciero.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

(S E A L)

\_\_\_\_\_

State of Colorado )  
 )ss.  
County of Adams )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2005, by Brent McFall.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

(S E A L)

The undersigned consents to his appointment as the initial Registered Agent for The Broomfield-Westminster Open Space Foundation, Inc.

\_\_\_\_\_

**EXHIBIT C-1**  
**FOUNDATION**  
**BASE RENTAL SCHEDULE (ESTIMATED)**

| Year  | Principal    | Interest     | Total         |
|-------|--------------|--------------|---------------|
| 2006  | 470,000.00   | 522,500.00   | 992,500.00    |
| 2007  | 495,000.00   | 496,650.00   | 991,650.00    |
| 2008  | 525,000.00   | 469,425.00   | 994,425.00    |
| 2009  | 555,000.00   | 440,550.00   | 995,550.00    |
| 2010  | 580,000.00   | 410,025.00   | 990,025.00    |
| 2011  | 615,000.00   | 378,125.00   | 993,125.00    |
| 2012  | 650,000.00   | 344,300.00   | 994,300.00    |
| 2013  | 685,000.00   | 308,550.00   | 993,550.00    |
| 2014  | 720,000.00   | 270,875.00   | 990,875.00    |
| 2015  | 760,000.00   | 231,275.00   | 991,275.00    |
| 2016  | 805,000.00   | 189,475.00   | 994,475.00    |
| 2017  | 235,000.00   | 145,200.00   | 380,200.00    |
| 2018  | 250,000.00   | 132,275.00   | 382,275.00    |
| 2019  | 260,000.00   | 118,525.00   | 378,525.00    |
| 2020  | 275,000.00   | 104,225.00   | 379,225.00    |
| 2021  | 290,000.00   | 89,100.00    | 379,100.00    |
| 2022  | 305,000.00   | 73,150.00    | 378,150.00    |
| 2023  | 325,000.00   | 56,375.00    | 381,375.00    |
| 2024  | 340,000.00   | 38,500.00    | 378,500.00    |
| 2025  | 360,000.00   | 19,800.00    | 379,800.00    |
| Total | 9,500,000.00 | 4,838,900.00 | 14,338,900.00 |

**EXHIBIT C-2**  
**CITY AND COUNTY BROOMFIELD**  
**BASE RENTAL SCHEDULE (ESTIMATED)**

| Year  | Principal    | Interest     | Total        |
|-------|--------------|--------------|--------------|
| 2006  | 130,000.00   | 249,700.00   | 379,700.00   |
| 2007  | 135,000.00   | 242,550.00   | 377,550.00   |
| 2008  | 145,000.00   | 235,125.00   | 380,125.00   |
| 2009  | 155,000.00   | 227,150.00   | 382,150.00   |
| 2010  | 160,000.00   | 218,625.00   | 378,625.00   |
| 2011  | 170,000.00   | 209,825.00   | 379,825.00   |
| 2012  | 180,000.00   | 200,475.00   | 380,475.00   |
| 2013  | 190,000.00   | 190,575.00   | 380,575.00   |
| 2014  | 200,000.00   | 180,125.00   | 380,125.00   |
| 2015  | 210,000.00   | 169,125.00   | 379,125.00   |
| 2016  | 225,000.00   | 157,575.00   | 382,575.00   |
| 2017  | 235,000.00   | 145,200.00   | 380,200.00   |
| 2018  | 250,000.00   | 132,275.00   | 382,275.00   |
| 2019  | 260,000.00   | 118,525.00   | 378,525.00   |
| 2020  | 275,000.00   | 104,225.00   | 379,225.00   |
| 2021  | 290,000.00   | 89,100.00    | 379,100.00   |
| 2022  | 305,000.00   | 73,150.00    | 378,150.00   |
| 2023  | 325,000.00   | 56,375.00    | 381,375.00   |
| 2024  | 340,000.00   | 38,500.00    | 378,500.00   |
| 2025  | 360,000.00   | 19,800.00    | 379,800.00   |
| Total | 4,540,000.00 | 3,058,000.00 | 7,598,000.00 |

**EXHIBIT C-3**  
**CITY OF WESTMINSTER**  
**BASE RENTAL SCHEDULE (ESTIMATED)**

| Year  | Principal    | Interest     | Total        |
|-------|--------------|--------------|--------------|
| 2006  | 340,000.00   | 272,800.00   | 612,800.00   |
| 2007  | 360,000.00   | 254,100.00   | 614,100.00   |
| 2008  | 380,000.00   | 234,300.00   | 614,300.00   |
| 2009  | 400,000.00   | 213,400.00   | 613,400.00   |
| 2010  | 420,000.00   | 191,400.00   | 611,400.00   |
| 2011  | 445,000.00   | 168,300.00   | 613,300.00   |
| 2012  | 470,000.00   | 143,825.00   | 613,825.00   |
| 2013  | 495,000.00   | 117,975.00   | 612,975.00   |
| 2014  | 520,000.00   | 90,750.00    | 610,750.00   |
| 2015  | 550,000.00   | 62,150.00    | 612,150.00   |
| 2016  | 580,000.00   | 31,900.00    | 611,900.00   |
| Total | 4,960,000.00 | 1,780,900.00 | 6,740,900.00 |

**EXHIBIT D**  
**PURCHASE OPTION PRICE SCHEDULE (ESTIMATED)**

| Prior<br>to<br>Dec<br>1 | Broomfield   | Westminster  | Total        |
|-------------------------|--------------|--------------|--------------|
| 2006                    | 4,540,000.00 | 4,960,000.00 | 9,500,000.00 |
| 2007                    | 4,410,000.00 | 4,620,000.00 | 9,030,000.00 |
| 2008                    | 4,275,000.00 | 4,260,000.00 | 8,535,000.00 |
| 2009                    | 4,130,000.00 | 3,880,000.00 | 8,010,000.00 |
| 2010                    | 3,975,000.00 | 3,480,000.00 | 7,455,000.00 |
| 2011                    | 3,815,000.00 | 3,060,000.00 | 6,875,000.00 |
| 2012                    | 3,645,000.00 | 2,615,000.00 | 6,260,000.00 |
| 2013                    | 3,465,000.00 | 2,145,000.00 | 5,610,000.00 |
| 2014                    | 3,275,000.00 | 1,650,000.00 | 4,925,000.00 |
| 2015                    | 3,075,000.00 | 1,130,000.00 | 4,205,000.00 |
| 2016                    | 2,865,000.00 | 580,000.00   | 3,445,000.00 |
| 2017                    | 2,640,000.00 |              | 2,640,000.00 |
| 2018                    | 2,405,000.00 |              | 2,405,000.00 |
| 2019                    | 2,155,000.00 |              | 2,155,000.00 |
| 2020                    | 1,895,000.00 |              | 1,895,000.00 |
| 2021                    | 1,620,000.00 |              | 1,620,000.00 |
| 2022                    | 1,330,000.00 |              | 1,330,000.00 |
| 2023                    | 1,025,000.00 |              | 1,025,000.00 |
| 2024                    | 700,000.00   |              | 700,000.00   |
| 2025                    | 360,000.00   |              | 360,000.00   |

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_

COUNCILLOR'S BILL NO. **65**

SERIES OF 2005

INTRODUCED BY COUNCILLORS  
\_\_\_\_\_

**A BILL**

**FOR AN ORDINANCE AUTHORIZING THE ORGANIZATION OF THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION, FOR THE PURPOSE OF FINANCING AND LEASING REAL PROPERTY TO BE USED AS OPEN SPACE FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO; AND THE CITY OF WESTMINSTER, COLORADO, AUTHORIZING THE EXECUTION OF ARTICLES OF INCORPORATION; PROVIDING FOR THE APPOINTMENT OF THE BOARD OF DIRECTORS OF THE CORPORATION; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.**

WHEREAS, the City of Westminster, Colorado (the "City "), is a political subdivision of the State, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution (the "Constitutional Amendment"); and

WHEREAS, the Constitutional Amendment provides that the charter provisions and procedures shall supersede any constitutional or statutory limitations and procedures regarding financial obligations; and

WHEREAS, the Constitutional Amendment provides that it shall be construed so as to supersede any conflicting constitutional or statutory provision that would otherwise limit any of the provisions of the Constitutional Amendment; and

WHEREAS, the Constitutional Amendment provides that the City shall have the power within and without its territorial limits to purchase, acquire, lease and operate open space lands; and

WHEREAS, Section 2.1 of the Charter of the City of Westminster (the "Charter") provides that the City may purchase, receive, hold and enjoy or sell and dispose of real and personal property; and

WHEREAS, Chapter XI of the Charter provides that the City may borrow money for any municipal purpose as provided in the Charter and issue any legally recognized security which the City Council (the "Council") may provide; and

WHEREAS, Section 11.3 of the Charter provides that the City is authorized to enter into installment purchase contracts or lease option contracts in order to provide necessary land, buildings, equipment and other property for governmental purposes; and

WHEREAS, City and the City and County of Broomfield, Colorado, a Colorado home-rule city and county ("Broomfield") desire to acquire, finance, own, and operate approximately 150 acres, more or less, of undeveloped land, plus improvements located within the corporate boundaries of Westminster

(the "Property"), which land is presently owned by the John Metzger Trust and Betty Metzger, an individual (collectively the "Owner"); and

WHEREAS, in order to provide for the acquisition, financing, ownership and operation of the Property, it is necessary for Broomfield and Westminster to organize and create The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation (the "Corporation"); and

WHEREAS, the Corporation shall be a separate corporate entity, with its Board of Directors composed of an equal number of Directors from Westminster and Broomfield and one director selected by the City Managers of Broomfield and Westminster; and

WHEREAS, Broomfield and Westminster anticipate that the Corporation will acquire the Property in its name and enter into Lease Purchase Agreement (the "Lease") with Broomfield and Westminster to acquire, finance and lease the Property; and

WHEREAS, there have been presented to the Council of the City: (1) the proposed form of Articles of Incorporation (Articles) for the Corporation and (2) the proposed Bylaws (the "Bylaws") of the Corporation; and

WHEREAS, the Council has determined it necessary to authorize the execution of the Articles of Incorporation, approve the Bylaws and provide for the Board of Directors of the Corporation.

**THE CITY OF WESTMINSTER ORDAINS:**

**Section 1.** That the recitals hereto are hereby ratified, confirmed and incorporated herein by reference.

**Section 2.** That the Articles of Incorporation of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation, are hereby approved and, subject to the approval of the Articles of Incorporation by Broomfield, the City Attorney and the City Manager are authorized and directed to take all necessary or appropriate action toward the execution, delivery and filing of the Articles of Incorporation and the creation and organization of the Corporation.

**Section 3.** That the Bylaws of the Corporation are hereby approved, subject to the approval of the Bylaws by Broomfield.

**Section 4.** That the Board of Directors of the Corporation shall be composed of an equal number of directors from Broomfield and Westminster and one director selected by the City Managers of Broomfield and Westminster. The Directors shall include: the Mayor of Broomfield, the Mayor of Westminster, the City and County Manager of Broomfield, the City Manager of Westminster, one councilmember of Broomfield, and one councilmember of Westminster. Westminster and Broomfield shall select one alternate councilmember to serve during absences of its appointed councilmember. The terms of such Directors shall expire when such Directors are no longer elected or appointed to their respective offices and positions. Except for councilmembers appointed by Broomfield and Westminster in the discretion of their respective city councils, the successors to such offices and positions shall become Directors of the Corporation. In addition the City and County Manager of Broomfield and the City Manager of Westminster shall appoint one director not elected or employed or a resident of either Broomfield or Westminster. The term of such director shall be 3 years or until a successor is appointed.

Such director may be removed by a majority vote of the entire Board of Directors. The mayors shall act as Co-Chairpersons of the Board of Directors and Co-Presidents of the Foundation.

**Section 5.** That should any one or more sections or provisions of this ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

**Section 6.** That this ordinance, as adopted by the City Council, shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor and the City Clerk, and by the certificate of publication.

**Section 7.** This ordinance shall take effect upon its passage after second reading.

**Section 8.** 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 24th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of November, 2005.

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Mayor

(S E A L)

ATTEST:

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City Clerk

# City and County of Broomfield

Shops Complex

City of Westminster Open Space  
proposed purchase by  
City of Broomfield

124th Ave

Broomfield Wastewater  
Treatment Plant

## Metzger Farm

Federal Pkwy

Lowell Blvd

120th Ave

Federal Blvd

118th Pl

Federal Blvd

119th Ave

Decatur St



### Legend

 Open Space

 Trails

 Water Bodies

0 250 500 1,000 Feet

Map Prepared by: R. A. Reilley September 05



## Agenda Item 10 G&H

### WESTMINSTER COLORADO

#### Agenda Memorandum

City Council Meeting  
October 24, 2005



**SUBJECT:** Councillor's Bill No. 66 re Outstanding Loans Review and Recommendations

**Prepared By:** Tammy Hitchens, Finance Director

#### Recommended City Council Action

- Approve the write off of \$2,686,736, plus 2005 accrued interest, for the benefit of the Westminster Economic Development Authority Fund (WEDA); approve the write off of \$2,452,568, plus 2005 accrued interest, for the benefit of the Golf Course Fund; and Pass Councillor's Bill No. 66 amending the budgets of the General, General Reserve, General Capital Improvement, and Utility Funds to reflect the write-offs.
- Authorize the Mayor, City Manager and other appropriate officials of the City, to execute such documents as deemed necessary by the City Attorney to revise the Loan Agreement dated December 15, 1997, and amended March 15, 1999, (loan) between the City of Westminster, Colorado, Water and Utility Fund and WEDA to change the interest rate from 5% to 0%.

#### Summary Statement

- During the audit of the 2004 financial statements, the City's independent auditors, Clifton Gunderson, LLP, expressed some concerns about the ability of the Golf Course Fund and Westminster Economic Development Authority Fund to pay back some of the interfund borrowings that have occurred over the years. Staff agrees with those concerns and has analyzed the outstanding interfund loans that exist and reviewed recommendations with City Council at the August 15<sup>th</sup> study session.
- WEDA had \$8,723,783 outstanding at 12/31/04; an additional \$60,000 fee became due on January 1, 2005. If the above actions are taken, the outstanding amount will be \$4,511,535. This consists of \$3,100,000 loan balance from the Utility Fund, \$1,311,535 loaned to WEDA from the General Capital Improvement Fund (GCIF) for the condemnation case involving the Weigel property in the Mandalay Gardens (Mandalay) Urban Renewal Area (URA) and \$100,000 in the Westminster Center East Area URA.
- The Golf Course Fund had \$4,443,194 outstanding at 12/31/04. If the above actions are taken, the outstanding amount at 12/31/05 will become the amount of any negative cash balance in the Golf Course Fund at 12/31/2005. As Council will recall, Council budgeted \$880,000 and \$862,000 for 2005 and 2006, respectively to assist the golf courses maintain a positive cash flow. With this assistance and other cost saving strategies taken on by the golf courses, it is anticipated that the courses negative annual financial position will be improved.

**Expenditure Required:** \$5,139,304 plus 2005 accrued interest  
(through loan and interest write offs)

**Source of Funds:** Fund Balance/Retained Earnings of the General, Utility,  
General Capital Improvement and General Reserve Funds

**Policy Issues**

- 1) Should the interfund loans be written off for the benefit of WEDA and the Golf Course Funds?
- 2) Should the interest rate be changed on the loan to WEDA from the Utility Fund?

**Alternatives**

- 1) Amounts less than those that are proposed could be written off. This is not recommended as WEDA and the Golf Course funds do not have the capacity to pay.
- 2) Lower, rather than eliminate, the interest rate on the Utility Fund Loan. This is not recommended as the South Westminster URA does not have the capacity to pay. Other City funds would need to be identified to make the payment.

**Background Information**

In 1987, the Westminster Economic Development Authority (WEDA) was established. In 1988, the South Westminster Urban Renewal Plan (South Westminster) was approved. For years, WEDA and South Westminster were synonymous and South Westminster was the only Urban Renewal Area (URA) in WEDA. The first revitalization project that WEDA embarked on was the revitalization of the Westminster Plaza. In addition to issuing tax increment financing bonds, South Westminster borrowed \$3,600,000 from the Utility Fund to fund the project.

The Plaza has been successful but the South Westminster revitalization effort has not proceeded as envisioned. Therefore, the URA is not generating the tax increment as expected, and South Westminster does not have the capacity to pay all of its obligations. \$2.1 million has been accumulated in the South Westminster project account and Staff is proposing that \$500,000 be used to pay the Utility Fund and the remaining principal of \$3,100,000 be paid back as revenues allow. The WEDA Board will have to review and approve of the proposed repayment plan in a separate meeting. Staff is also proposing that the interest rate on the Utility Fund loan be changed from 5% to 0% and all other South Westminster debt as noted below, be written off.

WEDA is now made up of six URA's. At 12/31/04, the WEDA Fund had \$8,723,783 in outstanding interfund loans plus an additional \$60,000 fee became due on January 1, 2005. The details for each loan are listed below along with notations on the dates of the loans.

- \$5,213,308 – (\$3,600,000 principal and \$1,613,308 interest as of 12/31/2004) loaned to WEDA from the Utility Fund for Westminster Plaza. This loan is accruing interest at 5%. (South Westminster, 6/97 & 03/99)
- \$941,607 cooperative agreement between WEDA and the General Fund. This is also inclusive of accumulated interest. (South Westminster, 11/91) (South Westminster, 12/97 amended). This excludes the additional \$60,000 that became due on January 1, 2005. The amount recommended to be written off for the cooperative agreement totals \$1,001,607. When this agreement was originated and amended, South Westminster was the only URA in the WEDA Fund. Now that WEDA has six URA's, this agreement needs to be revised to include all URA's.
- \$71,821 (\$50,000 principal and \$21,821 interest as of 12/31/2004) loaned to WEDA from the General Fund for WEDA's loan enhancement program. This loan is accruing interest at 5%. (South Westminster, 6/97)
- \$1,085,512 loaned to WEDA from WHA for the redevelopment of Aspen Care. (South Westminster, 5/04) (Proposed to be written off subject to WHA approval.)
- \$100,000 loaned to WEDA from the General Fund for Westminster Center Reinvestment study. (Westminster Center East, 9/98) Loan remains on the books.
- \$1,311,535 loaned to WEDA from the GCIF for the Weigel property deposit with Jefferson County Court. (Mandalay, 4/04) Loan remains on the books pending outcome of case.

As for the other WEDA URA’s, the Westminster Center East and Mandalay obligations would remain on the books as Staff anticipates these URA’s generating enough revenue to meet the obligations.

The Golf Course Fund was established in 1992. Legacy Ridge Golf Course was built in 1993-1994 and the Heritage was built in 1998 -1999. Each of these golf courses were developed to not only provide championship caliber golf courses but also to spur quality development around the courses. The City provided various loans to get each course funded and built.

As Council is aware, due to the economic conditions and the increased competition in the Denver Metro area, golf course rounds are down and the golf courses are unable to pay both operating and all of their debt service. Council took action in the 2005 and 2006 budgets to address the current debt service payments. However, the golf courses do not generate enough revenue to pay back the existing interfund loans. Staff is proposing writing off some of the interfund loans to the Golf Course Funds.

As of 12/31/04, the Golf Course Fund had \$4,443,194 of outstanding interfund loans.

- \$1,301,710 loaned to Legacy from the General Capital Improvement Fund for improvements and upgrades to the clubhouse and maintenance facility. (7/93)
- \$160,000 loaned to the Heritage from the General Capital Improvement Fund for changes to the clubhouse. (7/98 and 9/98)
- \$990,858 – (\$749,250 principal and \$241,608 interest as 12/31/2004) \$247,500 loaned to the Heritage from the Reserve Fund for the initial design of the course and \$501,750 loaned to the Heritage from the Reserve Fund for the bond reserve requirement. This loan is accruing interest at 5%. The total amount of the interest accrued at 12/31/04 was \$241,608.
- \$1,990,627 – Negative cash at 12/31/2004 for the golf courses. Reclassified as a loan per generally accepted accounting principles. This “loan” created by having negative cash would remain on the books.

Clifton Gunderson, LLP, the City’s external auditors provided Council with a management letter expressing concern about the WEDA and Golf Course Funds’ ability to pay the interfund loans. The auditor’s concerns should be addressed by writing off the amounts summarized in the table below.

| <u>Lending Fund</u>              | <u>Beneficiary Fund</u> | <u>Amount</u>                                   |
|----------------------------------|-------------------------|---|
| General Fund -                   | WEDA                    | \$1,073,428, plus 2005 accrued interest         |
| Utility Fund Enterprise          | WEDA                    | \$1,613,308, plus 2005 accrued interest         |
| Westminster Housing Authority    | <u>WEDA</u>             | <u>\$1,085,512</u> (subject to WHA approval)    |
| Total                            | WEDA                    | <u>\$3,772,248</u> , plus 2005 accrued interest |
| <br>                             |                         |   |
| General Capital Improvement Fund | Golf Course             | \$1,461,710                                     |
| General Reserve Fund             | <u>Golf Course</u>      | <u>\$ 990,858</u> , plus 2005 accrued interest  |
| Total                            | Golf Course             | <u>\$2,452,568</u> , plus 2005 accrued interest |

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **66**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

**A BILL  
FOR AN ORDINANCE AMENDING THE 2005 BUDGETS OF THE GENERAL, GENERAL  
RESERVE, GENERAL CAPITAL IMPROVEMENT AND UTILITY FUNDS AND  
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED  
REVENUES IN THE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2005 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$82,941,554 is hereby increased by \$1,073,428 which, when added to the fund balance as of the City Council action on November 14, 2005 will equal \$92,808,644. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This change is due to the appropriation of carryover funds to cover the write-off of the loans to Westminster Economic Development Authority.

Section 2. The \$1,073,428 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

| Description              | Account Number  | Current Budget | Amendment          | Revised Budget |
|--------------------------|-----------------|----------------|--------------------|----------------|
| Carryover                | 1000.40020.0000 | \$7,863,725    | <u>\$1,073,428</u> | \$8,937,153    |
| Total Change to Revenues |                 |                | <u>\$1,073,428</u> |                |

EXPENSES

| Description              | Account Number      | Current Budget | Amendment          | Revised Budget |
|--------------------------|---------------------|----------------|--------------------|----------------|
| Other Exp – Misc         | 10010900.79400.0000 | \$0            | <u>\$1,073,428</u> | \$1,073,428    |
| Total Change to Expenses |                     |                | <u>\$1,073,428</u> |                |

Section 3. The 2005 appropriation for General Reserve Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,744,350 is hereby increased by \$990,858 which, when added to the fund balance as of the City Council action on November 14, 2005 will equal \$9,335,208. The actual amount in the General Reserve Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This change is due to the appropriation of carryover to cover the write-off of the loans to Heritage Golf Course.

Section 4. The \$990,858 increase in the General Reserve Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description             | Account Number  | Current Budget | Amendment        | Revised Budget |
|-------------------------|-----------------|----------------|------------------|----------------|
| Carryover               | 1100.40020.0000 | \$7,572,500    | <u>\$990,858</u> | \$8,563,358    |
| Total Change to Revenue |                 |                | <u>\$990,858</u> |                |

EXPENSES

| Description              | Account Number      | Current Budget | Amendment        | Revised Budget |
|--------------------------|---------------------|----------------|------------------|----------------|
| Other Exp – Misc         | 11010900.79400.0000 | \$0            | \$990,858        | \$990,858      |
| Total Change to Expenses |                     |                | <u>\$990,858</u> |                |

Section 5. The 2005 appropriation for General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,587,000 is hereby increased by \$1,461,710 which, when added to the fund balance as of the City Council action on November 14, 2005 will equal \$33,818,228. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This change is due to the appropriation of carryover to offset the write-off of the loans to Legacy and Heritage Golf Courses.

Section 6. The \$1,461,710 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description             | Account Number  | Current Budget | Amendment          | Revised Budget |
|-------------------------|-----------------|----------------|--------------------|----------------|
| Carryover               | 7500.40020.0000 | \$25,373       | <u>\$1,461,710</u> | \$1,487,083    |
| Total Change to Revenue |                 |                | <u>\$1,461,710</u> |                |

EXPENSES

| Description              | Account Number      | Current Budget | Amendment          | Revised Budget |
|--------------------------|---------------------|----------------|--------------------|----------------|
| Other Exp – Misc         | 75010900.79400.0000 | \$0            | <u>\$1,461,710</u> | \$1,461,710    |
| Total Change to Expenses |                     |                | <u>\$1,461,710</u> |                |

Section 7. The 2005 appropriation for the Water Portion of the Utility Fund initially appropriated by Ordinance No. 3162 in the amount of \$28,394,843 is hereby increased by \$1,613,308 which, when added to the fund balance as of the City Council action on November 14, 2005 will equal \$35,363,145. The actual amount in the Water Portion of the Utility Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This change is due to the appropriation of carryover to offset the write-off of the interest portion of the loan to the Westminster Economic Development Authority.

Section 8. The \$1,613,308 increase in the Water Portion of the Utility Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description             | Account Number  | Current Budget | Amendment          | Revised Budget |
|-------------------------|-----------------|----------------|--------------------|----------------|
| Carryover               | 2000.40020.0000 | \$5,351,548    | <u>\$1,613,308</u> | \$6,964,856    |
| Total Change to Revenue |                 |                | <u>\$1,613,308</u> |                |

EXPENSES

| Description              | Account Number      | Current Budget | Amendment          | Revised Budget |
|--------------------------|---------------------|----------------|--------------------|----------------|
| Other Exp – Misc         | 20010900.79400.0000 | \$0            | <u>\$1,613,308</u> | \$1,613,308    |
| Total Change to Expenses |                     |                | <u>\$1,613,308</u> |                |

Section 9. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 10. This ordinance shall take effect upon its passage after the second reading.

Section 11. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, TITLE AND PURPOSE ORDERED  
PUBLISHED this 24<sup>th</sup> day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 7<sup>th</sup> day of November, 2005.

ATTEST:

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Mayor

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City Clerk

## Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, October 24, 2005. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Davia, Dittman, Dixon, and Price were present at roll call. Councillor Hicks joined the meeting in progress.

The minutes of the October 10, 2005 regular meeting were approved.

Council proclaimed the week of October 24 to be Business Appreciation Week and October 22 to 30 to be Red Ribbon Week.

Council presented a Certificate of Distinction from the International City/County Management Association Center for Performance Measurement to the City's Performance Measurement Team and the 19<sup>th</sup> annual Awards for Excellence in Design and Development to eight deserving projects in residential and non-residential building categories that were selected by an independent judging committee.

Council approved the following: the August 2005 Financial Report; revised employment agreements with City Manager J. Brent McFall and City Attorney Martin R. McCullough; City Employee health insurance renewals and rates; 75<sup>th</sup> – 78<sup>th</sup> – Stuart Street Water Main Project contract amendment; Custodial Services Contracts for City facilities; Bishop Square Park Construction Contract re Basketball Courts and Bathroom Structure; roof replacement at City Park Recreation Center; mobile concert stage purchase; sale of equipment – Tennant Power Scrubber; IGA with Adams 12 Five Star School re property and facilities located at 128<sup>th</sup> Avenue and Huron Street; sale of 15.636-acre parcel between the Westminster Promenade and Circle Point; Call for November 7, 2005 Special Council Meeting; final passage of Councillor's Bill No. 60 re amendment of surplus equipment disposal provisions of WMC; final passage of Councillor's Bill No. 61 re amendment to the City Council allowance; final passage of Councillor's Bill No. 62 re 2006 Adopted Budget amendments; final passage of Councillor's Bill No. 63 re Department Head severance pay; final passage of Councillor's Bill No. 64 re Municipal Judge salary; purchase agreement for 6.05 shares of FRICO water; purchase and sale agreement for a 5.71-acre portion of the Koleski Property to Broomfield; and a loan agreement revision between the City's Water and Utility Fund and WEDA

Council adopted the following resolutions: Resolution No. 44 re Appointments to Boards and Commissions; Resolution No. 45 re option to purchase Parcel 3 of the Whole Foods/Lower Church Lake Property; Resolution No. 46 re Growing Home Funding for Westchester Apartments; and Resolution No. 47 re Metzger Farm Property IGA with City and County of Broomfield.

The following Councillors' Bills were passed on first reading:

**A BILL FOR AN ORDINANCE AUTHORIZING THE ORGANIZATION OF THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION, FOR THE PURPOSE OF FINANCING AND LEASING REAL PROPERTY TO BE USED AS OPEN SPACE FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO; AND THE CITY OF WESTMINSTER, COLORADO, AUTHORIZING THE EXECUTION OF ARTICLES OF INCORPORATION; PROVIDING FOR THE APPOINTMENT OF THE BOARD OF DIRECTORS OF THE CORPORATION; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.**  
Purpose: creation of The Broomfield-Westminster Open Space Foundation re Metzger Farm property open space acquisition.

**A BILL FOR AN ORDINANCE AMENDING THE 2005 BUDGETS OF THE GENERAL, GENERAL RESERVE, GENERAL CAPITAL IMPROVEMENT AND UTILITY FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUNDS.**  
Purpose: Budget amendments reflecting the write-offs of 2005 accrued interest.

At 8:07 p.m., the meeting was adjourned.

By order of the Westminster City Council

Linda Yeager, MMC, City Clerk

Published in the Westminster Window on November 3, 2005

**Kauffman - Price**

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE  
CONCERNING THE METHODS AND PROCEDURES OF DISPOSAL OF CITY PROPERTY**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 15-2-1, W.M.C., is hereby AMENDED to read as follows:

**15-2-1: METHODS OF DISPOSAL AND PROCEDURES:**

(A) Obsolete, surplus or other City property, including real estate, may be traded as part of the purchase of new property, sold to the public through formal bidding procedures or public auction, DONATED or disposed of in some other manner that has been approved by City Council.

(B) An agreement for the trade or sale of City property with an estimated value of \$5,000 or more per item shall be approved by City Council. All other agreements for the trade or sale of City property shall be approved by the City Manager.

(C) THE CITY MANAGER MAY AUTHORIZE THE DONATION OF CITY PROPERTY WITH A VALUE OF LESS THAN \$5,000 IF SUCH PROPERTY CANNOT BE DISPOSED OF THROUGH TRADE OR SALE, OR IF SUCH PROPERTY IS DEEMED TO BE OF SUCH NOMINAL VALUE THAT TRADE OR SALE IS IMPRACTICAL. CITY COUNCIL MAY AUTHORIZE THE DONATION OF CITY PROPERTY REGARDLESS OF ITS VALUE.

~~(C)~~(D) When City property is to be sold through formal bidding procedures or public auction, a notice inviting bids or a notice of public auction shall be published at least once in an area newspaper selected for maximum impact on prospective bidders or shall be sent to three or more potential bidders at least FIVE (5) days prior to the public auction or the deadline for receipt of bids. The notice shall include a general description of the property to be sold.

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 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this  
24th day of October, 2005.

**Dixon - Davia**

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING SALARIES FOR ELECTIVE OFFICERS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title I, Chapter 7, W.M.C., is hereby AMENDED to read as follows:

**1-7-1: ELECTIVE OFFICERS:** The salaries of the City's elective officers shall be as follows:

|  |                   |
|--|-------------------|
| Mayor  | \$1,000 per month |
| Mayor Pro Tem, elected by Council              | \$ 900 per month  |
| Councillors, other than Mayor or Mayor Pro Tem | \$ 800 per month  |

The City's elective officers shall receive an additional monthly allowance for expenses related to the performance of their respective duties. Commencing January 1, 2007, the allowance shall be adjusted, and biennially thereafter each January 1, by the then current Denver/Boulder Consumer Price Index, rounded to the nearest whole dollar. This allowance shall be in lieu of any reimbursement to which the Mayor, Mayor Pro Tem or Councillor may otherwise be entitled to for Internet service, fax communications, cell phone usage, and local commuting costs WITHIN THE CITY LIMITS. ALL MILEAGE FOR TRIPS OUTSIDE OF THE CITY LIMITS SHALL BE A REIMBURSEABLE EXPENSE., ~~including mileage for attendance at meetings and conferences located within the Denver metropolitan area as defined by the counties included within the Denver Regional Council of Governments (DRCOG).~~

The allowances shall be as follows:

|                                      |                            |
|--------------------------------------|----------------------------|
| <del>Mayor</del>                     | <del>\$250 per month</del> |
| MAYOR, Mayor Pro Tem and Councillors | \$200 per month            |

In addition, the City shall contribute to the City deferred compensation accounts of each such officer an amount equal to the officer's City deferred compensation contributions. The combined contributions from the City and the elective officer shall be subject to all applicable I.R.S. regulations, but in no event shall such combined contributions from the City and the elective officer exceed 25% of the officer's total City salary.

Section 2. This ordinance shall take effect on November 14, 2005.

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 10<sup>th</sup> day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>th</sup> day of October, 2005.

**A BILL FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL FUND, UTILITY FUND, FLEET MAINTENANCE FUND, GENERAL CAPITAL OUTLAY REPLACEMENT FUND, SALES AND USE TAX FUND, GENERAL CAPITAL IMPROVEMENT FUND, GENERAL RESERVE FUND, GOLF COURSE FUND AND DEBT SERVICE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OR UN-APPROPRIATION FROM THE 2006 ESTIMATED REVENUES IN THE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$86,209,579 is hereby decreased by \$813,252 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$85,396,327. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 2. The \$813,252 decrease in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

| Description         | Account Number  | 2006 Adopted | Amendment   | 2006 Revised |
|---------------------|-----------------|--------------|-------------|--------------|
| Prop Tax Adco       | 1000.40035.0010 | \$2,075,033  | \$172,801   | \$2,247,834  |
| Prop Tax Jeffco     | 1000.40035.0020 | 1,912,092    | (22,801)    | 1,889,291    |
| Admis Movies        | 1000.40050.0006 | 500,000      | (25,000)    | 475,000      |
| Bldg Pmt Com Ad     | 1000.40185.0010 | 300,000      | 68,000      | 368,000      |
| Bldg Pmt Res Jef    | 1000.40190.0020 | 250,000      | (50,000)    | 200,000      |
| Cigarette Tax       | 1000.40340.0000 | 310,000      | (60,000)    | 250,000      |
| Auto Own Adco       | 1000.40350.0010 | 260,000      | (20,000)    | 240,000      |
| Road & Bridge Ad    | 1000.40400.0010 | 325,000      | 35,000      | 360,000      |
| Road & Bridge Jef   | 1000.40400.0020 | 600,000      | 10,000      | 610,000      |
| Admis Senior Ctr    | 1000.40820.0017 | 190,000      | 37,515      | 227,515      |
| Admis Standley      | 1000.40820.0256 | 375,000      | 10,000      | 385,000      |
| Admis City Park     | 1000.40820.0860 | 975,000      | (35,000)    | 940,000      |
| Admis CP Fit        | 1000.40820.0861 | 760,000      | (50,000)    | 710,000      |
| Admis Kings Mills   | 1000.40820.0964 | 6,500        | 10,500      | 17,000       |
| Admis Cntryside     | 1000.40820.0965 | 50,000       | 7,000       | 57,000       |
| Adult Activities    | 1000.41030.0503 | 925,000      | 25,000      | 950,000      |
| Franch Fee Xcel     | 1000.41180.0040 | 2,422,560    | 77,440      | 2,500,000    |
| Franch Fee Cable    | 1000.41180.0052 | 715,000      | 60,000      | 775,000      |
| EMS Svc Fee         | 1000.41220.0000 | 1,550,000    | 215,000     | 1,765,000    |
| Street Cut Fee      | 1000.41230.0000 | 300,000      | (100,000)   | 200,000      |
| Concrete Repl Fee   | 1000.41240.0000 | 110,000      | 45,000      | 155,000      |
| Maint Promenade     | 1000.41280.0106 | 360,764      | (20,764)    | 340,000      |
| Security Prom       | 1000.41290.0106 | 64,236       | (4,236)     | 60,000       |
| Weed Cutting        | 1000.41320.0000 | 12,500       | (6,000)     | 6,500        |
| Off Duty Police     | 1000.41340.0000 | 275,000      | (90,000)    | 185,000      |
| Elev/Escalator      | 1000.41430.0000 | 11,000       | 14,000      | 25,000       |
| Pension Adm Fee     | 1000.41255.0000 | 0            | 135,000     | 135,000      |
| General             | 1000.43060.0000 | 176,200      | 24,485      | 200,685      |
| Trf Sales & Use Tax | 1000.45000.0530 | 57,033,108   | (1,276,192) | 55,756,918   |

Total Change to Revenues

\$(813,252)

## EXPENSES

| Description                       | Account Number      | 2006<br>Adopted | Amendment   | 2006<br>Revised |
|-----------------------------------|---------------------|-----------------|-------------|-----------------|
| <b>City Council</b>               |                     |                 |             |                 |
| Council Allowance                 | 10001010.61100.0000 | \$0             | \$16,800    | \$16,800        |
| Mileage Reimb                     | 10001010.61200.0000 | 2,000           | 4,400       | 6,400           |
| Telephone                         | 10001010.66900.0000 | 6,300           | (6,195)     | 105             |
| Lease Payments                    | 10001010.67700.0000 | 5,019           | (1,351)     | 3,668           |
| Contract Svcs                     | 10001010.67800.0000 | 39,050          | (2,100)     | 36,950          |
| <b>City Attorney's<br/>Office</b> |                     |                 |             |                 |
| Regular Salaries                  | 10003120.60200.0000 | 596,251         | (6,317)     | 589,934         |
| Reg Salaries Pros                 | 10003120.60200.0125 | 179,221         | (2,819)     | 176,402         |
| Reg Salaries PST                  | 10003120.60200.0911 | 46,583          | 214         | 46,797          |
| Prof Svcs                         | 10003120.65100.0000 | 13,500          | (500)       | 13,000          |
| Telephone                         | 10003120.66900.0000 | 2,046           | (300)       | 1,746           |
| Outside Comp                      | 10003120.67000.0000 | 17,400          | 1,945       | 19,345          |
| Lease Pymts                       | 10003120.67700.0000 | 6,346           | (1,709)     | 4,637           |
| Contract Svcs Pros                | 10003120.67800.0125 | 1,960           | 950         | 2,910           |
| <b>City Manager's<br/>Office</b>  |                     |                 |             |                 |
| Regular Salaries                  | 10005050.60200.0000 | 670,675         | 19,877      | 690,552         |
| Reg Salaries PIO                  | 10005050.60200.0387 | 199,631         | 17,271      | 216,902         |
| Lease Pymts                       | 10005050.67700.0000 | 6,706           | (1,806)     | 4,900           |
| <b>Central Charges</b>            |                     |                 |             |                 |
| Regular Salaries                  | 10010900.60200.0000 | 1,430,343       | (1,410,343) | 20,000          |
| Regular Sal COG                   | 10010900.60200.0704 | 8,500           | (1,000)     | 7,500           |
| Salaries OT COG                   | 10010900.60400.0704 | 14,500          | (7,000)     | 7,500           |
| Career Dev COG                    | 10010900.61800.0704 | 2,500           | (1,000)     | 1,500           |
| Retire City Contrib               | 10010900.62600.0000 | 3,840,000       | (30,000)    | 3,810,000       |
| Non Med Ins ER                    | 10010900.62800.0590 | 130,000         | 19,500      | 149,500         |
| Non Med Ins ER                    | 10010900.62800.0591 | 378,000         | 61,000      | 439,000         |
| Med Ins ER                        | 10010900.63000.0594 | 4,276,080       | (598,615)   | 3,677,465       |
| Med Ins ER Delta                  | 10010900.63000.0595 | 350,000         | (63,000)    | 287,000         |
| Med Ins ER Kaiser                 | 10010900.63000.0596 | 2,680,831       | (465,188)   | 2,215,643       |
| Prof Services                     | 10010900.65100.0000 | 100,000         | (20,000)    | 80,000          |
| Equip Rental                      | 10010900.66000.0450 | 728,340         | (40,500)    | 687,840         |
| Elec & Gas                        | 10010900.67200.0000 | 320,000         | 47,857      | 367,857         |
| City Memberships                  | 10010900.67500.0000 | 144,250         | (7,000)     | 137,250         |
| Lease Pymts                       | 10010900.67700.0000 | 9,800           | (2,100)     | 7,700           |
| Contract Svcs                     | 10010900.67800.0000 | 232,260         | 40,000      | 272,260         |
| Contract Svcs Elec                | 10010900.67800.0386 | 72,450          | (7,500)     | 64,950          |
| Con Svcs Human                    | 10010900.67800.0706 | 65,000          | 21,000      | 86,000          |
| Supplies COG                      | 10010900.70200.0704 | 6,000           | (1,000)     | 5,000           |
| Transfers Fleet                   | 10010900.79800.0300 | 0               | 284,200     | 284,200         |
| Transfers Worker's<br>Comp        | 10010900.79800.0480 | 568,009         | 140,000     | 708,009         |
| <b>Gen Svcs - Admin</b>           |                     |                 |             |                 |
| Regular Salaries                  | 10012050.60200.0000 | 205,239         | 29,589      | 234,828         |
| Reg Sal Vol Prog                  | 10012050.60200.0015 | 0               | 51,056      | 51,056          |
| Reg Sal Envir Svc                 | 10012050.60200.0552 | 0               | 119,068     | 119,068         |
| Sal OT Envir Svc                  | 10012050.60400.0552 | 0               | 2,600       | 2,600           |
| Mileage Reimb                     | 10012050.61200.0000 | 200             | 180         | 380             |
| Mileage Envir Svc                 | 10012050.61200.0552 | 0               | 200         | 200             |
| Mtg Exp Env Svc                   | 10012050.61400.0552 | 0               | 300         | 300             |
| Career Dev                        | 10012050.61800.0000 | 3,970           | 2,250       | 6,220           |

|  |                     |         |           |         |
|--|---------------------|---------|-----------|---------|
| Car Dev Env Svc                        | 10012050.61800.0552 | 0       | 3,250     | 3,250   |
| Educ Reimb                             | 10012050.63800.0000 | 0       | 25,000    | 25,000  |
| Prof Svc Env Svc                       | 10012050.65100.0552 | 0       | 38,000    | 38,000  |
| Maint/Rep Env                          | 10012050.66100.0552 | 0       | 500       | 500     |
| Printing Env Svc                       | 10012050.66600.0552 | 0       | 500       | 500     |
| Postage Env Svc                        | 10012050.66700.0552 | 0       | 200       | 200     |
| Telephone Env Svc                      | 10012050.66900.0552 | 0       | 700       | 700     |
| Cont Svc Vol Prog                      | 10012050.67800.0015 | 0       | 12,700    | 12,700  |
| Cont Svc Env Svc                       | 10012050.67800.0552 | 0       | 5,900     | 5,900   |
| Supplies Vol Prog                      | 10012050.70200.0015 | 0       | 5,000     | 5,000   |
| Supplies Env Svc                       | 10012050.70200.0552 | 0       | 6,290     | 6,290   |
| <b>Gen Svcs – Human Resources</b>      |                     |         |           |         |
| Regular Salaries                       | 10012060.60200.0000 | 584,845 | 51,393    | 636,238 |
| Reg Salaries Training                  | 10012060.60200.0612 | 0       | 116,363   | 116,363 |
| Reg Sal Wellness                       | 10012060.60200.0544 | 51,343  | 2,769     | 54,112  |
| Reg Sal PST                            | 10012060.60200.0911 | 44,290  | 1,107     | 45,397  |
| Mileage Reimb                          | 10012060.61200.0612 | 0       | 270       | 270     |
| Mtg Exp Training                       | 10012060.61400.0612 | 0       | 1,000     | 1,000   |
| Car Dev Training                       | 10012060.61800.0612 | 0       | 4,500     | 4,500   |
| Prof Svc Training                      | 10012060.65100.0612 | 0       | 71,700    | 71,700  |
| Main/Rep Equip                         | 10012060.66100.0000 | 47,550  | 600       | 48,150  |
| Lease Pymts                            | 10012060.67700.0000 | 8,693   | 1,056     | 9,749   |
| Lease Pymts PST                        | 10012060.67700.0911 | 440     | (118)     | 322     |
| Cont Svc ERAT                          | 10012060.67800.0030 | 0       | 4,000     | 4,000   |
| Cont Svc Training                      | 10012060.67800.0612 | 0       | 20,000    | 20,000  |
| Supplies ERAT                          | 10012060.70200.0030 | 0       | 22,600    | 22,600  |
| Ref Mtls Training                      | 10012060.71400.0612 | 0       | 21,800    | 21,800  |
| <b>Gen Svcs – City Clerk</b>           |                     |         |           |         |
| Regular Salaries                       | 10012070.60200.0000 | 276,595 | (1,672)   | 274,923 |
| Lease Payments                         | 10012070.67700.0000 | 1,574   | (424)     | 1,150   |
| Supplies                               | 10012070.70200.0000 | 31,600  | (12,600)  | 19,000  |
| <b>Gen Svcs – Org Support Services</b> |                     |         |           |         |
| Regular Salaries                       | 10012110.60200.0000 | 308,583 | (308,583) | 0       |
| Reg Sal – Envir                        | 10012110.60200.0552 | 113,412 | (113,412) | 0       |
| Overtime – Envir                       | 10012110.60400.0552 | 2,600   | (2,600)   | 0       |
| Mileage                                | 10012110.61200.0000 | 450     | (450)     | 0       |
| Mileage Envir                          | 10012110.61200.0552 | 200     | (200)     | 0       |
| Meeting Exp                            | 10012110.61400.0000 | 1,000   | (1,000)   | 0       |
| Meeting Exp Envir                      | 10012110.61400.0552 | 300     | (300)     | 0       |
| Career Dev                             | 10012110.61800.0000 | 6,750   | (6,750)   | 0       |
| Career Dev Envir                       | 10012110.61800.0552 | 3,250   | (3,250)   | 0       |
| Education Reimb                        | 10012110.63800.0000 | 25,000  | (25,000)  | 0       |
| Prof Svc Envir                         | 10012110.65100.0552 | 38,000  | (38,000)  | 0       |
| Prof Svc Train                         | 10012110.65100.0612 | 71,700  | (71,700)  | 0       |
| Maint/Repair                           | 10012110.66100.0000 | 600     | (600)     | 0       |
| Maint/Rep Envir                        | 10012110.66100.0552 | 500     | (500)     | 0       |
| Printing Envir                         | 10012110.66600.0552 | 500     | (500)     | 0       |
| Postage Envir                          | 10012110.66700.0552 | 200     | (200)     | 0       |
| Telephone Envir                        | 10012110.66900.0552 | 700     | (700)     | 0       |
| Lease Payments                         | 10012110.67700.0000 | 4,647   | (4,647)   | 0       |
| Contract Svcs                          | 10012110.67800.0000 | 20,000  | (20,000)  | 0       |
| Cont Svcs Vol                          | 10012110.67800.0015 | 12,700  | (12,700)  | 0       |

|  |                     |           |          |           |
|--|---------------------|-----------|----------|-----------|
| Cont Svcs ERAT                                 | 10012110.67800.0030 | 4,000     | (4,000)  | 0         |
| Cont Svcs Envir                                | 10012110.67800.0552 | 5,900     | (5,900)  | 0         |
| Supplies Vol Prog                              | 10012110.70200.0015 | 5,000     | (5,000)  | 0         |
| Supplies ERAT                                  | 10012110.70200.0030 | 10,000    | (10,000) | 0         |
| Supplies Envir                                 | 10012110.70200.0552 | 6,290     | (6,290)  | 0         |
| Train & Ref Mtls                               | 10012110.71400.0612 | 21,800    | (21,800) | 0         |
| <b>Gen Svcs – Court</b>                        |                     |           |          |           |
| Regular Salaries                               | 10012130.60200.0000 | 782,113   | (9,363)  | 772,750   |
| Reg Salaries – Prob                            | 10012130.60200.0130 | 141,215   | 2,770    | 143,985   |
| Reg Salaries PST                               | 10012130.60200.0911 | 68,905    | 2,921    | 71,826    |
| Elec & Gas                                     | 10012130.67200.0000 | 29,000    | 531      | 29,531    |
| Lease Payments                                 | 10012130.67700.0000 | 16,640    | (2,999)  | 13,641    |
| Lease Pymts Prob                               | 10012130.67700.0130 | 3,410     | (474)    | 2,936     |
| Lease Pymts PST                                | 10012130.67700.0911 | 1,140     | (307)    | 833       |
| <b>Gen Svcs – BO&amp;M</b>                     |                     |           |          |           |
| Regular Salaries                               | 10012390.60200.0000 | 458,763   | 56,488   | 515,251   |
| Elec & Gas                                     | 10012390.67200.0000 | 7,300     | 134      | 7,434     |
| Lease Payments                                 | 10012390.67700.0000 | 1,982     | (534)    | 1,448     |
| <b>Finance – Admin</b>                         |                     |           |          |           |
| Regular Salaries                               | 10015050.60200.0000 | 147,777   | 126,550  | 274,327   |
| Career Dev                                     | 10015050.61800.0000 | 4,250     | 1,500    | 5,750     |
| Lease Pymts                                    | 10015050.67700.0000 | 1,160     | (312)    | 848       |
| Supplies                                       | 10015050.70200.0000 | 7,555     | 1,500    | 9,055     |
| Train & Ref Mtls                               | 10015050.71400.0000 | 0         | 1,500    | 1,500     |
| Comp Soft/Hard                                 | 10015050.75400.0000 | 0         | 500      | 500       |
| <b>Finance – Acctg</b>                         |                     |           |          |           |
| Regular Salaries                               | 10015220.60200.0000 | 465,676   | 407      | 466,083   |
| Reg Sal PST                                    | 10015220.60200.0911 | 63,167    | 6,631    | 69,798    |
| Lease Pymts                                    | 10015220.67700.0000 | 5,384     | (1,450)  | 3,934     |
| Lease Pymts PST                                | 10015220.67700.0911 | 880       | (237)    | 643       |
| <b>Finance – Treasury</b>                      |                     |           |          |           |
| Regular Salaries                               | 10015240.60200.0000 | 261,288   | 11,304   | 272,592   |
| Lease Pymts                                    | 10015240.67700.0000 | 1,270     | (342)    | 928       |
| <b>Finance – Sales Tax</b>                     |                     |           |          |           |
| Regular Salaries                               | 10015250.60200.0000 | 381,927   | (1,496)  | 380,431   |
| Reg Sal PST                                    | 10015250.60200.0911 | 24,766    | 6,507    | 31,273    |
| <b>PD – Admin</b>                              |                     |           |          |           |
| Regular Salaries                               | 10020050.60200.0000 | 259,224   | (19,922) | 239,302   |
| Elec & Gas                                     | 10020050.67200.0000 | 125,000   | 2,288    | 127,288   |
| Lease Pymts                                    | 10020050.67700.0000 | 205,989   | (18,642) | 187,347   |
| Comp Soft/Hard                                 | 10020050.75400.0000 | 0         | 2,010    | 2,010     |
| <b>Police – Investigations &amp; Tech Svcs</b> |                     |           |          |           |
| Regular Salaries                               | 10020300.60200.0000 | 133,408   | 85,275   | 218,683   |
| Reg Sal – Prom                                 | 10020300.60200.0106 | 206,869   | 25,059   | 231,928   |
| Reg Sal – Com Svcs                             | 10020300.60200.0341 | 493,060   | 81,118   | 574,178   |
| Reg Sal – Neigh Svcs                           | 10020300.60200.0342 | 645,086   | 12,390   | 657,476   |
| Reg Sal – Tech Svcs                            | 10020300.60200.0343 | 1,872,620 | 81,679   | 1,954,299 |
| Reg Sal – Inv Svcs                             | 10020300.60200.0344 | 2,958,181 | 56,615   | 3,014,796 |
| Lease Pymts – Tech Svcs                        | 10020300.67700.0343 | 5,700     | 5,688    | 11,388    |
| Cont Svcs – Tech Svcs                          | 10020300.67800.0343 | 59,975    | (1,280)  | 58,695    |
| Office Equip                                   | 10020300.75200.0000 | 0         | 11,000   | 11,000    |

|  |                     |           |           |           |
|--|---------------------|-----------|-----------|-----------|
| Other Equip-Tech Svcs                                    | 10020300.76000.0343 | 173,500   | 6,900     | 180,400   |
| <b>Police – Patrol, Traffic &amp; Special Operations</b> |                     |           |           |           |
| Regular Salaries   | 10020500.60200.0000 | 132,974   | 2,702     | 135,676   |
| Reg Sal Spec Ops   | 10020500.60200.0347 | 814,306   | (286,407) | 527,899   |
| Reg Sal Traffic  | 10020500.60200.0348 | 1,472,539 | 180,021   | 1,652,560 |
| Reg Sal Patrol   | 10020500.60200.0349 | 5,859,470 | 304,246   | 6,163,716 |
| Sal OT Extra Duty  | 10020500.60400.0005 | 275,000   | (90,000)  | 185,000   |
| Sal OT Traffic   | 10020500.60400.0348 | 83,500    | 6,500     | 90,000    |
| Sal OT Patr Svcs   | 10020500.60400.0349 | 463,062   | 3,000     | 466,062   |
| Unif & Equip Traf  | 10020500.61000.0348 | 6,000     | 2,270     | 8,270     |
| Unif & Equip Patr  | 10020500.61000.0349 | 2,850     | 6,000     | 8,850     |
| Career Dev Traf  | 10020500.61800.0348 | 13,600    | 1,500     | 15,100    |
| Career Dev Pat Svcs                                      | 10020500.61800.0349 | 28,000    | 2,000     | 30,000    |
| Lease Pay  | 10020500.67700.0000 | 12,000    | 700       | 12,700    |
| Cont Svcs Traff  | 10020500.67800.0348 | 27,500    | 10,000    | 37,500    |
| Supplies – Spec Ops                                      | 10020500.70200.0347 | 50,800    | 63,700    | 114,500   |
| Supplies – Traff   | 10020500.70200.0348 | 3,320     | 600       | 3,920     |
| Vehicles – Patrol  | 10020500.75600.0348 | 0         | 22,000    | 22,000    |
| Other Equip-Traff  | 10020500.76000.0348 | 0         | 17,000    | 17,000    |
| <b>Fire Department</b>                                   |                     |           |           |           |
| Regular Salaries   | 10025260.60200.0000 | 5,609,073 | 78,586    | 5,687,659 |
| Reg Salaries EMS   | 10025260.60200.0546 | 2,106,785 | 126,821   | 2,233,606 |
| Reg Salaries Prev  | 10025260.60200.0547 | 424,527   | (46,039)  | 378,488   |
| Unif & Equip Prev  | 10025260.61000.0547 | 5,160     | 3,000     | 8,160     |
| Meeting Expense  | 10025260.61400.0000 | 2,900     | 500       | 3,400     |
| Career Dev Prev  | 10025260.61800.0547 | 9,768     | 500       | 10,268    |
| Postage  | 10025260.66700.0000 | 3,000     | 500       | 3,500     |
| Telephone  | 10025260.66900.0000 | 42,354    | 550       | 42,904    |
| Elec & Gas   | 10025260.67200.0000 | 62,400    | 1,142     | 63,542    |
| Lease Payments   | 10025260.67700.0000 | 360,512   | (4,160)   | 356,352   |
| Cont Svcs EMS  | 10025260.67800.0546 | 92,000    | 30,000    | 122,000   |
| Supplies Prev  | 10025260.70200.0547 | 4,500     | 500       | 5,000     |
| Train & Ref Mtls   | 10025260.71400.0000 | 11,123    | 500       | 11,623    |
| Office Equip   | 10025260.75200.0000 | 30,900    | 300       | 31,200    |
| Comp Soft/Hard   | 10025260.75400.0000 | 7,458     | 340       | 7,798     |
| <b>Comm Dev – Admin</b>                                  |                     |           |           |           |
| Regular Salaries   | 10030050.60200.0000 | 356,310   | 8,725     | 365,035   |
| Lease Pymts  | 10030050.67700.0000 | 2,514     | (677)     | 1,837     |
| <b>Comm Dev – Eco Devo</b>                               |                     |           |           |           |
| Regular Salaries   | 10030340.60200.0000 | 232,177   | 7,205     | 239,382   |
| <b>Comm Dev – Planning</b>                               |                     |           |           |           |
| Regular Salaries   | 10030360.60200.0000 | 857,516   | 13,769    | 871,285   |
| Lease Pymts  | 10030360.67700.0000 | 6,013     | (1,619)   | 4,394     |
| <b>Comm Dev – Building</b>                               |                     |           |           |           |
| Regular Salaries   | 10030370.60200.0000 | 958,009   | 14,525    | 972,534   |
| Reg Salaries PST   | 10030370.60200.0911 | 46,203    | 3,991     | 50,194    |
| Lease Pymts  | 10030370.67700.0000 | 11,738    | (3,160)   | 8,578     |
| Lease Pymts  | 10030370.67700.0911 | 440       | (118)     | 322       |
|  |                     |           |           |           |

|                                  |                     |           |          |           |
|----------------------------------|---------------------|-----------|----------|-----------|
| <b>Comm Dev – Engineering</b>    |                     |           |          |           |
| Regular Salaries                 | 10030380.60200.0000 | 1,098,746 | (36,611) | 1,062,135 |
| Elec & Gas                       | 10030380.67200.0000 | 72,700    | 1,331    | 74,031    |
| Lease Pymts                      | 10030380.67700.0000 | 8,604     | (2,317)  | 6,287     |
| <b>PW&amp;U – Infrastructure</b> |                     |           |          |           |
| Regular Salaries                 | 10035430.60200.0000 | 214,290   | (3,751)  | 210,539   |
| Lease Pymts                      | 10035430.67700.0000 | 1,530     | (412)    | 1,118     |
| <b>PW&amp;U – Streets</b>        |                     |           |          |           |
| Regular Salaries                 | 10035450.60200.0000 | 1,095,381 | 18,130   | 1,113,511 |
| Street Lights                    | 10035450.67400.0000 | 1,500,000 | 72,457   | 1,572,457 |
| Lease Pymts                      | 10035450.67700.0000 | 1,394     | (375)    | 1,019     |
| Maint Const Mtls                 | 10035450.72400.0000 | 453,424   | (45,000) | 408,424   |
| <b>PR&amp;L – Admin</b>          |                     |           |          |           |
| Regular Salaries                 | 10050050.60200.0000 | 576,007   | (33,038) | 542,969   |
| Lease Pymts                      | 10050050.67700.0000 | 5,366     | (1,445)  | 3,921     |
| <b>PR&amp;L – Park Svcs</b>      |                     |           |          |           |
| Regular Salaries                 | 10050550.60200.0000 | 964,566   | 1,512    | 966,078   |
| Reg Salaries – Prom              | 10050550.60200.0106 | 181,592   | 11,874   | 193,466   |
| Wtr Swr LLeague                  | 10050550.67100.0709 | 8,000     | 9,000    | 17,000    |
| Elec & Gas                       | 10050550.67200.0000 | 79,000    | 9,767    | 88,767    |
| Elec & Gas Prom                  | 10050550.67200.0106 | 23,000    | 421      | 23,421    |
| Lease Pymts                      | 10050550.67700.0000 | 9,354     | (2,518)  | 6,836     |
| <b>PR&amp;L – Library</b>        |                     |           |          |           |
| Regular Salaries                 | 10050620.60200.0000 | 1,685,906 | (6,702)  | 1,679,204 |
| Elec & Gas                       | 10050620.67200.0000 | 94,500    | 10,730   | 105,230   |
| Lease Pymts                      | 10050620.67700.0000 | 34,626    | (9,323)  | 25,303    |
| <b>PR&amp;L – Standley Lake</b>  |                     |           |          |           |
| Regular Salaries                 | 10050660.60200.0000 | 176,665   | (8,311)  | 168,354   |
| Elec & Gas                       | 10050660.67200.0000 | 3,500     | 64       | 3,564     |
| Lease Pymts                      | 10050660.67700.0000 | 800       | (215)    | 585       |
| <b>PR&amp;L – Design</b>         |                     |           |          |           |
| Regular Salaries                 | 10050690.60200.0000 | 368,380   | 12,246   | 380,626   |
| Lease Pymts                      | 10050690.67700.0000 | 2,855     | (769)    | 2,086     |
| Vehicles                         | 10050690.75600.0000 | 6,200     | 3,000    | 9,200     |
| <b>PR&amp;L – Rec Fac</b>        |                     |           |          |           |
| Regular Salaries                 | 10050720.60200.0000 | 44,159    | (1,440)  | 42,719    |
| Reg Salaries Fitness             | 10050720.60200.0505 | 49,172    | 1,223    | 50,395    |
| Reg Salaries CP                  | 10050720.60200.0860 | 942,062   | 15,474   | 957,536   |
| Reg Salaries CP Fit              | 10050720.60200.0861 | 286,867   | (7,819)  | 279,048   |
| Reg Salaries Swim & Fit          | 10050720.60200.0963 | 473,949   | 17,607   | 491,556   |
| Reg Salaries West View           | 10050720.60200.0967 | 334,243   | 9,188    | 343,431   |
| Bank Chrgs CP                    | 10050720.66800.0860 | 10,696    | 749      | 11,445    |
| Bank Chrgs CP Fit                | 10050720.66800.0861 | 7,804     | 435      | 8,239     |
| Bank Chrgs Swim & Fit            | 10050720.66800.0963 | 1,819     | 713      | 2,532     |
| Bank Chrgs West View             | 10050720.66800.0967 | 3,488     | 370      | 3,858     |
| Elec & Gas CP                    | 10050720.67200.0860 | 176,750   | 95,521   | 272,271   |
| Elec & Gas CP Fit                | 10050720.67200.0861 | 69,286    | 7,552    | 76,838    |
| Elec & Gas Swim &                | 10050720.67200.0963 | 120,695   | 29,828   | 150,523   |

|                                |                     |         |         |         |
|--------------------------------|---------------------|---------|---------|---------|
| Fit                            |                     |         |         |         |
| Elec & Gas Cntrysd             | 10050720.67200.0965 | 13,130  | 240     | 13,370  |
| Elec & Gas West View           | 10050720.67200.0967 | 82,820  | 11,554  | 94,374  |
| Lease Pymts                    | 10050720.67700.0860 | 4,027   | (1,084) | 2,943   |
| Lease Pymts CP                 | 10050720.67700.0861 | 3,356   | (904)   | 2,452   |
| Lease Pymts Swim & Fit         | 10050720.67700.0963 | 2,014   | (542)   | 1,472   |
| Lease Pymts West View          | 10050720.67700.0967 | 3,022   | (814)   | 2,208   |
| Chemicals Aquac                | 10050720.73000.0511 | 28,500  | 6,500   | 35,000  |
| <b>PR&amp;L – Rec Programs</b> |                     |         |         |         |
| Regular Salaries               | 10050760.60200.0000 | 345,468 | 832     | 346,300 |
| Reg Salaries Senior            | 10050760.60200.0017 | 188,160 | 36,482  | 224,642 |
| Reg Salaries Arts              | 10050760.60200.0532 | 30,263  | 876     | 31,139  |
| Sal Temp Adult Sports          | 10050760.60600.0504 | 72,739  | 5,261   | 78,000  |
| Bank Charges                   | 10050760.66800.0000 | 6,582   | 2,259   | 8,841   |
| Elec & Gas Seniors             | 10050760.67200.0017 | 38,000  | 1,341   | 39,341  |
| Lease Pymts                    | 10050760.67700.0000 | 3,015   | (812)   | 2,203   |
| Lease Pymts Seniors            | 10050760.67700.0017 | 1,645   | (143)   | 1,502   |
| Build & Grd Mtls               | 10050760.71800.0000 | 8,080   | 1,920   | 10,000  |

Total Change to Expenses \$(813,252)

Section 3. The 2006 appropriation for the General Reserve Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,954,400 is hereby increased by \$600,000 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$8,554,400. The actual amount in the General Reserve Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 4. The \$600,000 increase in the General Reserve Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description | Account Number  | 2006 Adopted | Amendment        | 2006 Revised |
|-------------|-----------------|--------------|------------------|--------------|
| Carryover   | 1100.40020.0000 | \$7,744,350  | <u>\$600,000</u> | \$8,344,350  |

Total Change to Revenues \$600,000

EXPENSES

| Description | Account Number      | 2006 Adopted | Amendment        | 2006 Revised |
|-------------|---------------------|--------------|------------------|--------------|
| Contingency | 11010900.79900.0000 | \$7,954,000  | <u>\$600,000</u> | \$600,000    |

Total Change to Expenses \$600,000

Section 5. The 2006 appropriation for the Utility Fund initially appropriated by Ordinance No. 3162 in the amount of \$42,879,223 is hereby increased by \$200,000 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$43,079,223. The actual amount in the Utility Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 6. The \$200,000 increase in the Utility Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006 Adopted | Amendment | 2006 Revised |
|-------------------|-----------------|--------------|-----------|--------------|
| Water Sales Recl  | 2000.40710.0023 | \$502,264    | (94,264)  | \$408,000    |
| Water Sales Res   | 2000.40710.0027 | 9,801,709    | 173,291   | 9,975,000    |
| Water Sales Comm  | 2000.40710.0028 | 9,285,767    | 59,233    | 9,345,000    |
| Water Sales Whole | 2000.40710.0029 | 1,305,025    | (200,185) | 1,104,841    |
| Meter Service Fee | 2000.40710.0031 | 2,165,627    | 211,925   | 2,377,552    |

|                |                 |           |           |           |
|----------------|-----------------|-----------|-----------|-----------|
| Water Tap Comm | 2000.40720.0028 | 1,350,000 | 150,000   | 1,500,000 |
| Reimbursements | 2000.43080.0000 | 150,000   | (150,000) | 0         |
| WW Taps Comm   | 2100.40740.0028 | 500,000   | 50,000    | 550,000   |

Total Change to Revenues

\$200,000

EXPENSES

| Description                           | Account Number      | 2006<br>Adopted | Amendment   | 2006<br>Revised |
|---------------------------------------|---------------------|-----------------|-------------|-----------------|
| <b>Central Charges</b>                |                     |                 |             |                 |
| Regular Salaries                      | 20010900.60200.0000 | \$194,232       | (\$194,232) | 0               |
| Retire City Contrib                   | 20010900.62600.0000 | 490,300         | 11,700      | 502,000         |
| Non Med Ins Life                      | 20010900.62800.0590 | 20,400          | 2,100       | 22,500          |
| Non Med Ins LTD                       | 20010900.62800.0591 | 64,800          | 10,200      | 75,000          |
| Med Ins ER BCBS                       | 20010900.63000.0594 | 617,522         | (75,137)    | 542,385         |
| Med Ins ER Delta                      | 20010900.63000.0595 | 48,700          | (6,100)     | 42,600          |
| Med Ins ER Kaiser                     | 20010900.63000.0596 | 286,102         | 40,355      | 326,457         |
| Elec & Gas                            | 20010900.67200.0000 | 20,000          | (6,477)     | 13,523          |
| Transfers Fleet                       | 20010900.79800.0300 | 0               | 32,700      | 32,700          |
| Tfr Workers Comp                      | 20010900.79800.0480 | 97,373          | 24,000      | 121,373         |
| <b>Finance – Utility<br/>Billing</b>  |                     |                 |             |                 |
| Regular Salaries                      | 20015240.60200.0000 | 232,026         | 6,710       | 238,736         |
| Lease Pymts                           | 20015240.67700.0000 | 3,474           | (512)       | 2,962           |
| <b>PW&amp;U – Admin</b>               |                     |                 |             |                 |
| Regular Salaries                      | 20035050.60200.0000 | 330,689         | 167,633     | 498,322         |
| Salaries Temp                         | 20035050.60600.0000 | 0               | 21,600      | 21,600          |
| Career Dev                            | 20035050.61800.0000 | 6,300           | 1,500       | 7,800           |
| Telephone                             | 20035050.66900.0000 | 23,054          | 840         | 23,894          |
| Lease Pymts                           | 20035050.67700.0000 | 2,557           | (412)       | 2,145           |
| <b>PW&amp;U – Field Ops</b>           |                     |                 |             |                 |
| Regular Salaries                      | 20035470.60200.0000 | 1,082,621       | 200,866     | 1,283,487       |
| Reg Salaries –<br>wtrline replace     | 20035470.60200.0497 | 423,082         | 11,391      | 434,473         |
| Career Dev                            | 20035470.61800.0000 | 13,500          | (500)       | 13,000          |
| Telephone                             | 20035470.66900.0000 | 6,500           | (420)       | 6,080           |
| Elece & Gas                           | 20035470.67200.0000 | 189,420         | 5,845       | 195,265         |
| <b>PW&amp;U – Water<br/>Resources</b> |                     |                 |             |                 |
| Regular Salaries                      | 20035480.60200.0000 | 575,009         | (53,611)    | 521,398         |
| Reg Salaries – Wtr<br>Quality         | 20035480.60200.0943 | 73,700          | 7,222       | 80,922          |
| Career Dev                            | 20035480.61800.0000 | 11,000          | (500)       | 10,500          |
| Maint/Rep Infra                       | 20035480.66200.0000 | 162,078         | 25,000      | 187,078         |
| Telephone                             | 20035480.66900.0000 | 3,525           | (420)       | 3,105           |
| <b>PW&amp;U – Water<br/>Plants</b>    |                     |                 |             |                 |
| Regular Salaries                      | 20035490.60200.0000 | 754,395         | 3,720       | 758,115         |
| Reg Salaries- Rec<br>Svc              | 20035490.60200.0023 | 173,367         | (90,102)    | 83,265          |
| Reg Salaries – Wtr<br>Qual            | 20035490.60200.0943 | 236,298         | 5,687       | 241,985         |
| Career Dev Rec Svc                    | 20035490.61800.0023 | 2,000           | (500)       | 1,500           |
| Elec & Gas                            | 20035490.67200.0000 | 369,337         | (5,440)     | 363,897         |
| Elec & Gas Rec Svc                    | 20035490.67200.0023 | 165,375         | 5,103       | 170,478         |
| Elec & Gas Wtr Trt<br>Plt 2           | 20035490.67200.0083 | 126,787         | 43,249      | 170,036         |
| Lease Pymts                           | 20035490.67700.0000 | 2,399,326       | (45,000)    | 2,354,326       |

|                                      |                        |           |                  |            |
|--------------------------------------|------------------------|-----------|------------------|------------|
| Chemicals                            | 20035490.73000.0000    | 255,000   | 45,000           | 300,000    |
| <b>Information Technology</b>        |                        |           |                  |            |
| Regular Salaries                     | 20060230.60200.0000    | 1,690,335 | 40,372           | 1,730,707  |
| Reg Sal PST                          | 20060230.60200.0911    | 62,021    | 1,635            | 63,656     |
| Prof Services                        | 20060230.65100.0000    | 63,835    | 9,600            | 73,435     |
| Lease Pymts                          | 20060230.67700.0000    | 46,900    | 300              | 47,200     |
| Comp Soft/Hard                       | 20060230.75400.0000    | 194,800   | (30,000)         | 164,800    |
| Comp Soft/Hard Data Com              | 20060230.75400.0599    | 10,000    | 10,000           | 20,000     |
| <b>Central Charges</b>               |                        |           |                  |            |
| Regular Salaries                     | 21010900.60200.0000    | 52,790    | (52,790)         | 0          |
| Retire City Contrib                  | 21010900.62600.0000    | 145,200   | (12,200)         | 133,000    |
| Non Med Ins Life                     | 21010900.62800.0590    | 4,700     | 300              | 5,000      |
| Non Med Ins LTD                      | 21010900.62800.0591    | 17,700    | 1,800            | 19,500     |
| Med Ins ER                           | 21010900.63000.0594    | 212,305   | (32,409)         | 179,896    |
| Med Ins ER Delta                     | 21010900.63000.0595    | 13,000    | 300              | 13,300     |
| Med Ins ER Kaiser                    | 21010900.63000.0596    | 100,585   | 7,979            | 108,564    |
| Elec & Gas                           | 21010900.67200.0000    | 15,000    | (5,000)          | 10,000     |
| Tfr Fleet                            | 21010900.79800.0300    | 0         | 38,500           | 38,500     |
| Tfr Workers Comp                     | 21010900.79800.0480    | 146,059   | 36,000           | 182,059    |
| <b>PW&amp;U – Field Ops</b>          |                        |           |                  |            |
| Regular Salaries                     | 21035470.60200.0000    | 643,126   | (219,094)        | 424,032    |
| Elec & Gas                           | 21035470.67200.0000    | 26,460    | 816              | 27,276     |
| <b>PW&amp;U – Wastewater Plants</b>  |                        |           |                  |            |
| Regular Salaries                     | 21035490.60200.0000    | 643,566   | (13,840)         | 626,726    |
| Reg Salaries – Biosolids             | 21035490.60200.0401    | 140,903   | 3,451            | 144,354    |
| Reg Salaries-Wtr Quality             | 21035490.60200.0943    | 184,321   | 1,406            | 185,727    |
| Spec Assess MWRD                     | 21035490.66500.0513    | 1,815,211 | (10,000)         | 1,805,211  |
| Elec & Gas                           | 21035490.67200.0000    | 341,761   | 10,546           | 352,307    |
| Elec & Gas Bio                       | 21035490.67200.0401    | 5,513     | 170              | 5,683      |
| Contract Svcs                        | 21035490.67800.0000    | 19,500    | 10,000           | 29,500     |
| Vehicles Biosolids                   | 21035490.75600.0401    | 169,800   | 9,100            | 178,900    |
| <b>Utility Fund Capital Projects</b> |                        |           |                  |            |
| Wastewater Proj Reserve              | 80121035184.80400.8888 | 2,202,608 | 300,000          | 2,502,608  |
| WW Master Plan                       | 80621035705.80400.8888 | 250,000   | (250,000)        | 0          |
| Semper Optim                         | 80120035079.80400.8888 | 1,512,501 | (1,500,000)      | 12,501     |
| Raw Water Impr                       | 80120035159.80400.8888 | 212,684   | (200,000)        | 12,684     |
| PW&U Proj Insp                       | 80120035117.80400.8888 | 354,626   | (70,000)         | 284,626    |
| Utility Proj Landsc                  | 80120035177.80400.8888 | 360,941   | (50,000)         | 310,941    |
| Add'l NW Storage                     | 80520035408.80400.8888 | 500,000   | (500,000)        | 0          |
| Water Tank Repair                    | 80520035416.80400.8888 | 150,000   | (150,000)        | 0          |
| Masterplan Maint                     | 80520035410.80400.8888 | 230,000   | (230,000)        | 0          |
| Misc Waterline                       | 80520035411.80400.8888 | 250,000   | (250,000)        | 0          |
| Relocation 128 <sup>th</sup>         | 80620035724.80400.8888 | 0         | 105,000          | 105,000    |
| County Club Villa                    | 80620035725.80400.8888 | 0         | 300,000          | 300,000    |
| Shoenberg Prop                       | 80620035726.80400.8888 | 0         | 220,000          | 220,000    |
| Water Proj Reserve                   | 80120035181.80400.8888 | 9,610,183 | <u>2,475,000</u> | 12,085,183 |

Total Change to Expenses

\$200,000

Section 7. The 2006 appropriation for the Golf Course Fund initially appropriated by Ordinance No. 3162 in the amount of \$3,380,092 is hereby decreased by \$36,525 which, when added to the fund balance as of the City



|                                  |                     |         |              |         |
|----------------------------------|---------------------|---------|--------------|---------|
| <b>Heritage – Rec Facilities</b> |                     |         |              |         |
| Regular Salaries                 | 23050720.60200.0000 | 302,835 | 6,899        | 309,734 |
| Reg Salaries – Club Operations   | 23050720.60200.0249 | 150,634 | <u>8,959</u> | 159,593 |

Total Change to Expenses (\$36,525)

**Section 9.** The 2006 appropriation for the Fleet Fund initially appropriated by Ordinance No. 3162 in the amount of \$1,589,394 is hereby increased by \$355,400 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$1,944,794. The actual amount in the Fleet Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

**Section 10.** The \$355,400 increase in the Fleet Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

**REVENUES**

| Description    | Account Number  | 2006 Adopted | Amendment     | 2006 Revised |
|----------------|-----------------|--------------|---------------|--------------|
| Transfer GF    | 3000.45000.0100 | \$0          | \$284,200     | \$284,000    |
| Transfer Water | 3000.45000.0200 | 0            | 32,700        | 32,700       |
| Transfer W/WW  | 3000.45000.0210 | 0            | <u>38,500</u> | 38,500       |

Total Change to Revenues \$355,400

**EXPENSES**

| Description       | Account Number      | 2006 Adopted | Amendment      | 2006 Revised |
|-------------------|---------------------|--------------|----------------|--------------|
| Regular Salaries  | 30010900.60200.0000 | \$568,108    | \$(10,524)     | \$557,584    |
| Reg Sal PST       | 30012460.60200.0911 | 40,428       | 5,803          | 46,231       |
| Equip Rental      | 30012460.66000.0000 | 51,500       | 5,400          | 56,900       |
| Part              | 30012460.73600.0000 | 214,591      | 4,721          | 219,312      |
| Fuel & Lubricants | 30012460.74000.0000 | 393,456      | <u>350,000</u> | 743,456      |

Total Change to Expenses \$355,400

**Section 11.** The 2006 appropriation for the Sales Tax Fund initially appropriated by Ordinance No. 3162 in the amount of \$62,783,108 is hereby decreased by \$1,191,192 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$61,591,916. The actual amount in the Sales Tax Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

**Section 12.** The \$1,191,192 decrease in the Sales Tax Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

**REVENUES**

| Description                | Account Number  | 2006 Adopted | Amendment       | 2006 Revised |
|----------------------------|-----------------|--------------|-----------------|--------------|
| Sales Tax Returns          | 5300.40070.0000 | \$41,245,638 | \$(841,698)     | \$40,403,940 |
| Sales Tax Ret PST          | 5300.40070.0911 | 7,611,947    | 967,504         | 8,579,451    |
| Sales Tax Aud PST          | 5300.40075.0911 | 116,600      | 32,245          | 148,845      |
| Sales Tax Ref PST          | 5300.40080.0911 | (13,390)     | (3,572)         | (16,962)     |
| Sales Tax Audit Refund PST | 5300.40085.0911 | (1,030)      | 463             | (567)        |
| Use Tax Returns            | 5300.40095.0000 | 1,720,374    | 29,547          | 1,749,921    |
| Use Tax Rets PST           | 5300.40095.0911 | 424,000      | (64,972)        | 359,028      |
| Use Tax Building           | 5300.40100.0000 | 2,714,806    | (422,866)       | 2,291,940    |
| Use Tax Bldg PST           | 5300.40100.0911 | 445,200      | 34,200          | 479,400      |
| Use Tax Auto               | 5300.40105.0000 | 6,013,338    | (811,338)       | 5,202,000    |
| Use Tax Auto PST           | 5300.40105.0911 | 1,007,000    | (68,600)        | 938,400      |
| Interest Earn PST          | 5300.42510.0911 | 72,105       | <u>(42,105)</u> | 30,000       |

Total Change to Revenues \$(1,191,192)

EXPENSES

| Description | Account Number      | 2006 Adopted | Amendment     | 2006 Revised |
|-------------|---------------------|--------------|---------------|--------------|
| Transfers   | 53010900.79800.0100 | \$57,033,108 | \$(1,276,192) | \$55,756,916 |
| Transfers   | 53010900.79800.0230 | 200,000      | 85,000        | 285,000      |

Total Change to Expenses \$(1,191,192)

Section 13. The 2006 appropriation for the Open Space Fund initially appropriated by Ordinance No. 3162 in the amount of \$4,563,535. The total appropriations for the Open Space Fund do not change with this ordinance. However, the expense accounts revised are shown here for informational purposes.

Section 14. The revisions in the Open Space Fund shall be allocated to City expense accounts, which shall be amended as follows:

EXPENSES

| Description           | Account Number      | 2006 Adopted | Amendment    | 2006 Revised |
|-----------------------|---------------------|--------------|--------------|--------------|
| Regular Salaries      | 54010900.60200.0000 | \$94,404     | \$(2,465)    | \$91,939     |
| Reg Salaries Vol Cord | 54010900.60200.0531 | 51,071       | 3,041        | 54,112       |
| Prof Svcs             | 54010900.65100.0000 | 50,000       | <u>(576)</u> | 49,424       |

Total Change to Expenses \$0

Section 15. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby decreased by \$60,000 which, when added to the fund balance as of the City Council action on October 10, 2006 will equal \$7,608,000. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 16. The \$60,000 decrease in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006 Adopted | Amendment     | 20046 Revised |
|-------------------|-----------------|--------------|---------------|---------------|
| Spec Assessments  | 7500.40255.0065 | \$350,000    | \$(100,000)   | \$250,000     |
| Transp Tax Adco   | 7500.40470.0010 | 1,800,000    | 100,000       | 1,900,000     |
| Interest Earnings | 7500.42510.0000 | 700,000      | (110,000)     | 590,000       |
| Accomm Tax        | 7501.40055.0000 | 1,050,000    | <u>50,000</u> | 1,100,000     |

Total Change to Revenues \$(60,000)

EXPENSES

| Description                | Account Number         | 2006 Adopted | Amendment      | 2006 Revised |
|----------------------------|------------------------|--------------|----------------|--------------|
| Pub Safety Emerg Generator | 80675020702.80400.8888 | \$150,000    | \$10,000       | \$160,000    |
| Neigh Traff Mtg            | 80175030064.80400.8888 | 548,928      | (200,000)      | 348,928      |
| Comm Enhance               | 80175050132.80400.8888 | 4,750,525    | 50,000         | 4,800,525    |
| Heritage Expan             | 80375050324.80400.8888 | 190,000      | (115,000)      | 75,000       |
| Bldg Field Op Sys          | 80275030508.80400.8888 | 125,000      | 80,000         | 205,000      |
| HVAC Energy Audit          | 80675050727.80400.8888 | 0            | <u>115,000</u> | 115,000      |

Total Change to Expenses \$(60,000)

Section 17. Although formal adoption of a budget for the Property & Liability Self Insurance Fund is not required, changes in the Fund are being shown here for clarification purposes. These changes are due to a correction in the original budget for 2006 and revises only expenses.

Section 18. The \$155 increase in the Property & Liability Self Insurance Fund shall be allocated to City expense accounts, which shall be amended as follows:

EXPENSES

| Description      | Account Number      | 2006 Adopted | Amendment    | 2006 Revised |
|------------------|---------------------|--------------|--------------|--------------|
| Regular Salaries | 46010900.60200.0000 | \$97,106     | \$255        | \$97,361     |
| Train & Ref Mtls | 46010900.71400.0000 | 3,000        | <u>(100)</u> | 2,900        |

Total Change to Expenses \$155

Section 19. Although formal adoption of a budget for the Worker's Compensation Self Insurance Fund is not required, changes in the Fund are being shown here for clarification purposes. These changes are due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 20. The \$200,000 increase in the Worker's Compensation Self Insurance Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description         | Account Number  | 2006 Adopted | Amendment     | 2006 Revised |
|---------------------|-----------------|--------------|---------------|--------------|
| Trf Gen Fund        | 4800.45000.0100 | \$568,009    | \$140,000     | \$708,009    |
| Trf Water Fund      | 4800.45000.0200 | 97,373       | 24,000        | 121,373      |
| Trf Wastewater Fund | 4800.45000.0210 | 146,059      | <u>36,000</u> | 182,059      |

Total Change to Revenues \$200,000

EXPENSES

| Description        | Account Number      | 2006 Adopted | Amendment        | 2006 Revised |
|--------------------|---------------------|--------------|------------------|--------------|
| Self Ins Claim Pay | 48010900.68200.0000 | \$603,815    | <u>\$200,000</u> | \$803,815    |

Total Change to Expenses \$200,000

Section 21. The 2006 appropriation for the General Capital Outlay Replacement Fund initially appropriated by Ordinance No. 3162 in the amount of \$2,966,109 is hereby decreased by \$40,500 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$2,925,609. The actual amount in the General Capital Outlay Replacement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 22. The \$40,500 decrease in the General Capital Outlay Replacement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description       | Account Number  | 2006 Adopted | Amendment         | 2006 Revised |
|-------------------|-----------------|--------------|-------------------|--------------|
| Internal Billings | 4500.43140.0100 | \$728,340    | <u>\$(40,500)</u> | \$687,840    |

Total Change to Revenues \$(40,500)

EXPENSES

| Description | Account Number      | 2006 Adopted | Amendment         | 2006 Revised |
|-------------|---------------------|--------------|-------------------|--------------|
| Vehicles    | 45010900.75600.0000 | \$226,600    | <u>\$(40,500)</u> | \$186,100    |

Total Change to Expenses \$(40,500)

Section 23. The 2006 appropriation for the Debt Service Fund initially appropriated by Ordinance No. 3162 in the amount of \$8,442,782 is hereby decreased by \$213,875 which, when added to the fund balance as of the City Council action on October 10, 2005 will equal \$8,228,907. The actual amount in the Debt Service Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This un-appropriation is due to a budget amendment for revised revenue projections and expenditure estimates for 2006.

Section 24. The \$213,875 decrease in the Debt Service Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

| Description | Account Number  | 2006 Adopted | Amendment          | 2006 Revised |
|-------------|-----------------|--------------|--------------------|--------------|
| Shaw Hgts   | 8000.40255.0064 | \$213,875    | <u>\$(213,875)</u> | \$0          |

Total Change to Revenues \$(213,875)

EXPENSES

| Description       | Account Number      | 2006 Adopted | Amendment          | 2006 Revised |
|-------------------|---------------------|--------------|--------------------|--------------|
| Prin Shaw Hgts    | 80010900.78200.0064 | \$185,000    | <u>\$(185,000)</u> | \$0          |
| Int Pay Shaw Hgts | 80010900.78400.0064 | 28,875       | <u>(28,875)</u>    | 0            |

Total Change to Expenses \$(213,875)

Section 25. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 26. This ordinance shall take effect upon its passage after the second reading.

Section 27. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED  
this 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day  
of October, 2005.

**Price - Dixon**

**A BILL ADMINISTRATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1: Title I Administration, Chapter 24-3, W.M.C., is hereby AMENDED as follows:

12. Administrative Officer Service: Administrative officer positions receive salaries within the parameters of the existing pay plan as determined by department heads. Part-time administrative officers will be paid on a salaried basis, prorated based on their full-time equivalency. Individuals holding administrative officer positions are entitled to the fringe benefits approved by City Council. Administrative officers shall be subject to termination at the discretion of the City Manager. Such employees who are involuntarily separated shall be eligible for ~~up to thirty (30) days~~ severance pay as determined by length of service and position ~~as follows:~~ AS PROVIDED BELOW, EXCEPT THAT IN THE EVENT THAT THE EMPLOYEE IS TERMINATED BECAUSE OF THE EMPLOYEE'S CONVICTION OF ANY ILLEGAL ACTION, THE CITY HAS NO OBLIGATION TO PROVIDE SEVERANCE COMPENSATION.

a. Department Heads and City Clerk. Those employees employed as ~~administrative officers~~ DEPARTMENT HEADS more than six (6) months, but less than ~~two (2)~~ THREE (3) consecutive years shall be granted full pay and benefits for fifteen (15) working days following involuntary separation. Employees with AT LEAST ~~two (2)~~ three (3) years service in these classifications, but less than ~~five (5)~~ SIX (6) years service, shall receive ~~twenty (20)~~ FORTY-FIVE (45) working days of full pay and benefits. EMPLOYEES WITH AT LEAST SIX (6) YEARS BUT LESS THAN TEN (10) YEARS OF SERVICE SHALL RECEIVE NINETY (90) WORKING DAYS OF FULL PAY AND BENEFITS. Employees with service of ~~five (5)~~ TEN (10) or more years shall receive ~~thirty (30)~~ ONE HUNDRED THIRTY (130) working days of pay and benefits upon involuntary separation.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10<sup>TH</sup> day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>TH</sup> day of October, 2005.

**A BILL FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE  
THE CITY OF WESTMINSTER ORDAINS:**

Section 1. Title 1, Chapter 7 of the Westminster Municipal Code is hereby amended as follows:

1-7-2: MUNICIPAL JUDGE: The salary of the Municipal Judge shall be as follows:

~~\$91,164~~ \$112,439 per annum payable bi-weekly ~~plus \$18,000 in~~ INCLUSIVE OF ANY AMOUNTS PROVIDED AS City-paid deferred compensation.

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

Section 3. This ordinance shall take effect on January 1, 2006.

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 10th day of October, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>th</sup> day of October 2005.