



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 (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the 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 re Arbor Day/Earth Day/Tree City USA
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. Ambulance Billing Contract
 - B. 88th Avenue Median Contract
 - C. Public Safety Center Emergency Generator Replacement Contract
 - D. Adams County Tax Lien Purchase at West 69th Place and Lowell Boulevard
 - E. Adams County Tax Lien Purchase at West 72nd Avenue and Newton Street
 - F. Second Reading CB No. 17 re Amendments to the Comprehensive Land Use Plan
 - G. Second Reading CB No. 18, 19, and 20 re Annexation, CLUP Amendment and Zoning re Kalmar Property
 - H. Second Reading CB No. 21, 22, and 23 re Annexation, CLUP Amendment and Zoning re Walnut Creek Property
 - I. Second Reading CB No. 24 re Water and Wastewater Tap Fees
 - J. Second Reading CB No. 25 re Lease Agreement for the former Slapshot Hockey Center
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re Third Amended PDP for Parkland Planned Unit Development
 - B. Third Amended Preliminary Development Plan for Parkland Planned Unit Development
 - C. Public Hearing re Sheridan Boulevard Right-of-Way Annexation between Turnpike Drive and 84th Avenue
 - D. Resolution No. 25 re Annexation Finding re Sheridan Boulevard Right-of-Way
 - E. Councillor's Bill 26 re Annexation re Sheridan Boulevard Right of Way
 - F. Councillor's Bill 27 re Six Leases for the Strasburg Natural Resource Farm
 - G. Annual Large Item Cleanup Program Contract
 - H. Resolution No. 26 re Annual Large Item Cleanup Program Transfer of Funds
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
 - A. City Council
13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, APRIL 10, 2006 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor McNally, Mayor Pro-Tem Kauffman and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Carla Koeltzow, Deputy City Clerk, also were present. Absent none.

CONSIDERATION OF MINUTES

Councillor Lindsey moved, seconded by Price, to approve the minutes of the regular meeting of March 27, 2006. The motion passed with Mayor Pro-Tem Kauffman abstaining.

CITY MANAGER'S REPORT

Mr. McFall reported that City Council met for a good part of last weekend updating the City's Strategic Plan. It was very helpful to Staff. It set priorities for them to use during the upcoming budget process.

PROCLAMATION

On behalf of the Mayor and City Council, Councillor Lindsey read a proclamation declaring April 22, 2006, as Arbor Day and Earth Day in the City of Westminster. Keith Wood, Colorado State Forester, presented the Tree City USA Award and the Growth Award to the City, along with a new Tree City USA flag. He thanked the City for their continued support and stated that this was the 21st year the City has received the Tree City USA award.

CONSENT AGENDA

Mayor McNally removed the 88th Avenue Median Contract from the consent agenda to be voted on separately.

The following items were submitted for Council's consideration on the consent agenda, as modified: Authorize the City Manager to continue the agreement with Healthcare Professional Billing to perform ambulance billing services in an amount not to exceed \$108,000 for 2006; authorize the City Manager to enter into a contract with Sturgeon Electric in the amount of \$126,320 for the emergency generator replacement at the Westminster Public Safety Center and establish a project contingency of \$25,260 for a total project budget of \$151,580; authorize the purchase of the 0.007 acres located at the northwest corner of W. 69th Place and Lowell Boulevard from the Adams County Treasurer and authorize the City Manager to execute all documents to complete the purchase; authorize the purchase of 0.16 acres located on the north side of 72nd Avenue at Newton Street from the Adams County Treasurer and authorize the City Manager to execute all documents to complete the purchase; final passage of Councillor's Bill No. 17 approving the Comprehensive Land Use Plan amendments proposed; final passage of Councillor's Bill No. 18 annexing the Kalmar property to the City; final passage of Councillor's Bill No. 19 amending the Comprehensive Land Use Plan to change the designation of the Kalmar property from Northeast Comprehensive Development Plan to R-2.5 Residential; final passage of Councillor's Bill No. 20 rezoning the Kalmar property from A-1 (Jefferson County) to RE (One-Family Residential District); final passage of Councillor's Bill No. 21 annexing the Walnut Creek former Jeffco Schools R-1 property to the City; final passage of Councillor's Bill No. 22 amending the Comprehensive Land Use Plan adding the Walnut Creek R-1 property and assigning the designation of City Owned Open Space; final passage of Councillor's Bill No. 23 the Walnut Creek former Jeffco Schools R-1 property from A-1 (Jefferson County) to O-1 (Open); final passage of Councillor's Bill No. 24 increasing water and wastewater tap fees to reflect the current value of the City's water and wastewater systems; and final passage of Councillor's Bill No. 25 on second reading approving a lease agreement between the City of Westminster, Hyland Hills Recreational Facilities Enterprise and Rocky Mountain Sports Training Inc.

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

It was moved by Councillor Dittman and seconded by Price to approve the consent agenda as modified. The motion passed unanimously.

88th AVENUE MEDIAN CONTRACT

It was moved by Councillor Dittman, seconded by Councillor Price, to authorize the City Manager to execute a contract with Arrow J Landscaping and Design in the amount of \$643,860 for median rehabilitation and landscaping at 88th Avenue, between Sheridan Boulevard and Wadsworth Boulevard, and authorize a 10 percent contingency of \$64,000, for a total project budget of \$707,860. The motion passed with Councillor Kaiser abstaining.

PUBLIC HEARING ON THIRD AMENDED PDP FOR PARKLAND PLANNED UNIT DEVELOPMENT

At 7:17 p.m., Mayor McNally opened a public hearing to consider the third amended Preliminary Development Plan within the Parkland Planned Unit Development. Dave Shinneman, Planning Manager, began the public hearing and reported background information. The Parkland Planned Unit Development is being revised in order for the City of Westminster to sell a portion of existing Westminster open space property to the City and County of Broomfield. The proceeds from the sale will be used toward the joint purchase of the adjacent Metzger property by the City of Westminster and City and County of Broomfield for open space. The third amended Preliminary Development Plan will change the open space land use designation to Public/Semi Public. Mr. Shinneman entered the agenda memorandum and associated documentation. Notice of this hearing had been published in the *Westminster Window*, posted on the property, and mailed to property owners within 300 feet of the property.

Mayor McNally invited public comment, but no one wished to speak. Mr. Shinneman said that the Planning Commission had reviewed this proposal and had voted 6-1 to recommend approval. The hearing closed at 7:20 p.m.

THIRD AMENDED PRELIMINARY DEVELOPMENT PLAN FOR PARKLAND PUD

Councillor Price moved, seconded by Lindsey to approve the Third Amended Preliminary Development Plan within the Parkland Planned Unit Development. The motion carried unanimously.

PUBLIC HEARING ON THE SHERIDAN BOULEVARD RIGHT-OF-WAY ANNEXATION

At 7:22 p.m., a hearing was opened to consider the annexation of the Sheridan Boulevard right-of-way between Turnpike Drive and 84th Avenue, and adjacent railroad right-of-way to the City of Westminster. Dave Shinneman, Planning Manager, began the public hearing and reported background information. Mr. Shinneman entered into the record the agenda memorandum and associated documentation. Notice of this hearing had been published in the *Westminster Window*.

Mayor McNally invited public comment, but no one wished to speak. The Planning Commission had reviewed this proposal and had voted unanimously to recommend approval. The hearing closed at 7:25 p.m.

RESOLUTION NO. 25 FINDINGS CONCERNING ANNEXATION OF SHERIDAN BLVD RIGHT-OF-WAY

Mayor Pro-Tem Kauffman moved to adopt Resolution No. 25 making certain findings of fact regarding the Sheridan Boulevard right-of-way annexation as required under Section 31-12-110, C.R.S. Councillor Major seconded the motion, and it passed unanimously at roll call vote.

COUNCILLOR'S BILL NO. 26 RE ANNEXATION OF SHERIDAN BOULEVARD RIGHT-OF-WAY

It was moved by Mayor Pro-Tem Kauffman and seconded by Councillor Major to pass Councillor's Bill No. 26 on first reading annexing the Sheridan Boulevard right-of-way between Turnpike Drive and 84th Avenue, and adjacent railroad right-of-way to the City of Westminster.. At roll call, the motion passed with all Council members voting affirmatively.

COUNCILLOR'S BILL NO. 27 RE SIX LEASES FOR THE STRASBURG NATURAL RESOURCE FARM

Councillor Dittman moved to pass on first reading Councillor's Bill No. 27 authorizing the City Manager to sign six lease agreements for the two homes, one trailer pad, and three agricultural leases at the City's Strasburg Natural Resource Farm. Councillor Price seconded the motion, and it passed unanimously on roll call vote.

ANNUAL LARGE ITEM CLEANUP PROGRAM CONTRACT

Councillor Major moved, seconded by Lindsey to authorize the City Manager to sign a contract with the low bidder, Waste Management of Colorado in the amount of \$175,000 to provide large item cleanup services. The motion carried unanimously.

RESOLUTION NO. 26 RE ANNUAL LARGE ITEM CLEANUP PROGRAM TRANSFER OF FUNDS

It was moved by Councillor Major, seconded by Councillor Lindsey, to adopt Resolution No. 26 authorizing the transfer of \$66,552 from the General Fund contingency account into the Department of Public Works and Utilities Street Operations Solid Waste Collection account. At roll call vote, the motion passed with all Council members voting affirmatively.

ADJOURNMENT:

There was no further business to come before City Council, and the meeting adjourned at 7:34 p.m.

ATTEST:

Mayor

Deputy City Clerk

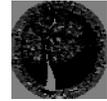


Agenda Item 6 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Proclamation re Arbor Day/Earth Day/ Tree City USA

Prepared By: Rob Davis, City Forester
Carey Rangel, Environmental Analyst

Recommended City Council Action

The Mayor is requested to present a proclamation to City Forester Rob Davis and Environmental Services Analyst Carey Rangel proclaiming April 22, 2006, as Arbor Day and Earth Day in the City of Westminster, and accept the Tree City USA Award and Tree City Growth Award as presented by a member of the Colorado State Forest Service.

Summary Statement

- A member from the Colorado State Forest Service will present the Tree City USA award to the Mayor and City Council. This will be the 21st consecutive year that the City has received the Tree City USA Award.
- Additionally, the Tree City USA Growth Award will be presented to City Council.
- The Mayor is requested to present the City's Arbor Day and Earth Day proclamation to City Forester Rob Davis and Environmental Services Analyst Carey Rangel.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

No policy issue identified.

Alternative

No alternatives identified.

Background Information

In 1872, J. Sterling Morton, the editor of Nebraska's first newspaper, proposed a tree-planting holiday to be called Arbor Day. Since that time, Arbor Day celebrations have spread to every state in the nation and to many foreign countries.

The Tree City USA Award is sponsored by the National Arbor Day Foundation and recognizes towns and cities across America that meet the standards of the Tree City USA Program. This program is designed to recognize those communities that effectively manage their public tree resources and to encourage the implementation of community tree management based on four Tree City USA Program elements:

1. A Tree Board or Department (The City's board consists of Rob Davis, Rich Dahl, Bill Walenczak, and Rod Larsen.)
2. A community tree ordinance, (Title XIII, Chapter 3)
3. A community forestry program with an annual budget of at least \$2/capita
4. An Arbor Day observance and proclamation

The Growth Award is also sponsored by the National Arbor Day Foundation to recognize environmental improvement and encourage higher levels of tree care throughout America. It is designed to recognize achievement, to communicate new ideas, and help the leaders of Tree City USA award recipients plan for improving community tree care. The recipient of the award must be a Tree City USA Award winner in at least its second year, it must spend as much money as the previous year on community forestry, and it must reach certain levels in education and public relations, partnerships, planning and management, as well as tree planting and maintenance.

In 1962, Senator Gaylord Nelson of Wisconsin suggested that, due to rising concern over the state of the environment, one day be set-aside in observance of the environment. The first Earth Day was held on April 20, 1970. Earth Day is now celebrated annually on April 22 to raise awareness of and encourage citizen participation in activities that sway the balance of life and the Earth. For the City of Westminster, April 22, 2006, is established as Earth Day in order to coordinate with Arbor Day events. Each year, a different theme is chosen and for 2006 the theme is "Environmental Sustainability."

The events scheduled for Arbor Day and Earth Day are as follows:

Arbor Day and Earth Day School Program: Thursday, April 20, 1 p.m. at Lukas Elementary.

The presentation at the Lukas Elementary School will educate 4th grade students about the benefits of trees, tree protection, and the history of Arbor Day and Earth Day. Prizes for the Arbor Day poster contest will be awarded, with the first place winner receiving a potted evergreen tree. Second through tenth place winners will receive a 2 to 3-foot Sycamore tree. The students will be shown how to properly plant and take care of their trees as well. All students will receive buttons, tree seedlings, and tote bags from the Environmental Advisory Board, which include educational materials on protecting our resources. The Environmental Advisory Board members will make a presentation on resource protection including recycling and the effects of storm water pollution on surface water bodies.

Arbor Day and Earth Day Celebration: Saturday, April 22, 9 a.m. to noon at City Park Recreation Center

Park Service Division Staff will distribute Sycamore (bare root) saplings, golden rain tree seedlings, educational literature, and wood chip mulch. A drawing will be held for a free 1 inch caliper balled-in-burlap tree. The winner of the drawing will be contacted by phone and need not be present to win. Additionally, members of the Environmental Advisory Board will be on hand to distribute tote bags with information on the Earth Day theme, recycling, household hazardous waste, and storm water protection.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day called Arbor Day be set aside for the planting of trees; and

WHEREAS, The holiday called Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, are a source of joy and spiritual renewal, and provide habitat for wildlife; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Westminster has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways; and

WHEREAS, In 1970, Senator Gaylord Nelson of Wisconsin, suggested in a speech that a one-day demonstration be held to show concern for the environment. April 22, 1970, was designated the original Earth Day. Denis Hayes, then a Harvard Law School student, left school to organize the event, which involved thousands of schools, universities, and environmental groups as well as members of Congress and officials and activists throughout the U.S.; and

WHEREAS, The holiday called Earth Day is now observed throughout the nation and world; and

WHEREAS, Annually a national theme is chosen for all to focus their attention on April 22; and

WHEREAS, The year 2006 Earth Day theme is “Environmental Sustainability.”

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim Saturday, April 22, 2006,

ARBOR DAY and EARTH DAY

in the City of Westminster, and urge all citizens to support efforts to protect our trees and to support our City's urban forestry program; urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations; and further urge all citizens to become aware of water quality impacts.

Signed this 10th day of April 2006.

Nancy McNally, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Ambulance Billing Fees

Prepared By: Randy Peterson, EMS Coordinator

Recommended City Council Action

Authorize the City Manager to continue the agreement with Healthcare Professional Billing to perform ambulance billing services in an amount not to exceed \$108,000 for 2006.

Summary Statement

- On June 26, 2000 City Council authorized the City Manager to enter into a long term contract with Healthcare Professional Billing (HPB) to provide ambulance billing services.
- The City pays HPB a 5% fee for all revenues collected. HPB has agreed to maintain this 5% rate for the continuation of the long term contract through 2009.
- Due to the contract length, staff was advised by the City Purchasing Agent to conduct a survey of other vendors and fire agencies for comparison of fees paid for ambulance billing services. A survey conducted in 2006 shows that Westminster continues to pay lower fees than other similar agencies.
- In 2005, HPB collected over \$1.8 million in ambulance revenues for the City of Westminster. In accordance with the contract, HPB was paid \$85,199 for this service from the 2005 Fire Department Operating Budget. The Westminster Municipal Code requires that all purchases over \$50,000 be brought to City Council for formal consideration.
- In 2006, the Department projects that over \$1.9 million will be collected in ambulance revenues and estimates fees paid to HPB will be over \$95,000. The exact amount is unknown until the end of the billing year but will not exceed \$108,000.
- Funds are available in the 2006 Fire Department Operating Budget to cover this expense.

Expenditure Required: Not to exceed \$108,000

Source of Funds: 2006 General Fund - Fire Department Operating Budget

Policy Issue

Should the City spend over \$50,000 with Healthcare Professional Billing for ambulance billing services under a bid document negotiated in 1999 and approved by City Council through 2009?

Alternatives

1. Direct staff to conduct a formal bid process. Staff does not recommend this alternative based on the findings of the survey showing that the current vendor remains the lowest bidder.
2. Direct staff to perform ambulance billing in-house. Staff does not recommend this alternative due to the need to hire additional FTE's and the complexity of medical billing.

Background Information

In 1999, the resignation of an FTE responsible for ambulance billing led staff to conduct an analysis that determined privatizing ambulance billing would be more cost effective and efficient for the City. Staff conducted a bid process and on July 12, 1999, City Council approved a contract with HPB to perform ambulance billing services for a one year trial. At the completion of the trial period in June 2000, City Council authorized the City Manager to enter into a long term contract with HPB through 2009.

In accordance with the City Purchasing Agent, staff conducted a survey of ambulance billing fees paid by other Denver metro fire based ambulance services. The survey was conducted of 15 metro fire agencies and found costs ranging from 6-8% of collected fees among the 11 departments that responded. Fees charged by HPB to Westminster remain lower than other vendors and even lower than what HPB charges other agencies, as noted below:

Department	Billing Agency	Billing Fee
Castle Rock Fire	Pridemark	Would not disclose
Cunningham Fire	WIBS	6.5%
Englewood Fire	Medibanc (ADPI)	Would not disclose
Federal Heights Fire	Medibanc (ADPI)	7.5%
Littleton Fire	Medibanc (ADPI)	7.75 %
Mountain View Fire	Healthcare Professional Billing	6%-8%
North Metro Fire	Healthcare Professional Billing	6%
North Washington Fire	Medibanc (ADPI)	7.5 %
Parker Fire	WIBS	Would not disclose
Sable Altura	Healthcare Professional Billing	6%-8%
South West Adams County Fire	Healthcare Professional Billing	6%
South Metro Fire	Diversified Ambulance Billing	Would not disclose
Thornton Fire	Medibanc (ADPI)	7.5%
West Metro Fire	Bills Internally	N/A
Westminster Fire	Healthcare Professional Billing	5%

SUBJECT: Ambulance Billing Contract

Page 2

The Fire Department has utilized HPB for over 6 years and been satisfied with the service rendered. The current collection ratio for ambulance billing ranges from 50-60%; which is higher than the average from similar services in the metro area. Staff intends to continue to monitor the market for ambulance billing services and at the conclusion of the contract period conduct a formal bid process in accordance with City purchasing requirements.

Respectfully submitted,

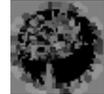
J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: 88th Avenue Median Contract Award

Prepared By: Kathy Piper, Landscape Architect II

Recommended City Council Action

Authorize the City Manager to execute a contract with Arrow J Landscaping and Design in the amount of \$643,860 for median rehabilitation and landscaping at 88th Avenue, between Sheridan Boulevard and Wadsworth Boulevard, and authorize a 10 percent contingency of \$64,000, for a total project budget of \$707,860.

Summary Statement

- The 88th Avenue Median Rehabilitation Project (see location map) will encompass a more extensive renovation than has typically been done in the past. Street widening, new turn lanes and entrances have taken their toll on these medians. Concrete will be replaced as part of the overall scope of this project. The majority of trees and shrubs will be removed and replaced with drought-tolerant plant materials and new irrigation technology will use City water more effectively.
- Bids were solicited from four reputable landscape construction companies that have experience with median construction and landscaping. Arrow J Landscape and Design and T2 Construction companies provided bids.
- Arrow J Landscape and Design has successfully completed both new landscape construction and landscape renovation projects for the City in the past. Projects most recently completed include the Hidden Lake gateway sign and the median renovation along 104th Avenue, between Federal Boulevard and Sheridan Boulevard in 2005.
- A total of \$800,000 has been designated in the Community Enhancement Program Capital Improvement Project Fund for median rehabilitation in 2006. Any savings from the contingency will allow for additional median plant replacement at a later date.
- Construction will begin in the spring of 2006 and should be completed by late summer of 2006.

Expenditure Required: \$707,860

Source of Funds: General Capital Improvement Fund – Community Enhancement Program Budget

Policy Issue

Should the City continue to pursue contracting out the median renovation and rehabilitation in areas of the City that have begun to show signs of decline?

Alternative

City Council could choose not to authorize the median renovation/rehabilitation bid and leave the medians in their current condition until a later date. Staff, however, recommends pursuing renovation of the medians to help with ongoing irrigation and plant maintenance problems. Renovation will allow Staff to address outdated irrigation systems, plant drought tolerant plant material and improve the overall image of medians along 88th Avenue between Sheridan Boulevard and Wadsworth Boulevard.

Background Information

The City of Westminster’s landscaped median development has increased over the past ten years as various street beautification projects have been completed. The newest medians being completed are on Huron Street, from 136th Avenue to 144th Avenue. While new construction and street improvements have added medians in the City, the older existing medians (some date back to the early 1980’s) need to be maintained and upgraded. As medians age, they tend to suffer from plant dieback, traffic accidents, accumulation of salts/sand, irrigation system failures, and drought. Renovation of these medians needs to occur approximately every seven to ten years per the City’s new Community Enhancement Master Plan.

The renovation program takes into consideration each median in the City based on past plant performance, drought tolerance and visibility in the City. Renovation typically includes new irrigation systems, plant materials, mulch and concrete repairs. Most trees within the medians will remain if they are in good health or will be replaced with another tree species. All shrub replacements will be low-growing junipers, ornamental shrubs and/or perennials. Over the years, Staff has documented the survivability of numerous plant materials (trees, shrubs, groundcovers, perennials) and these will be selected based on the hardiest species for each renovation area.

A competitive bid was sent out to four landscape construction companies for median renovation and bids were received as follows:

Arrow J. Landscape Inc.	\$643,860
T2 Construction	\$723,200
TruGreen Landcare	Did not bid
CoCal	Did not attend pre bid and did not bid

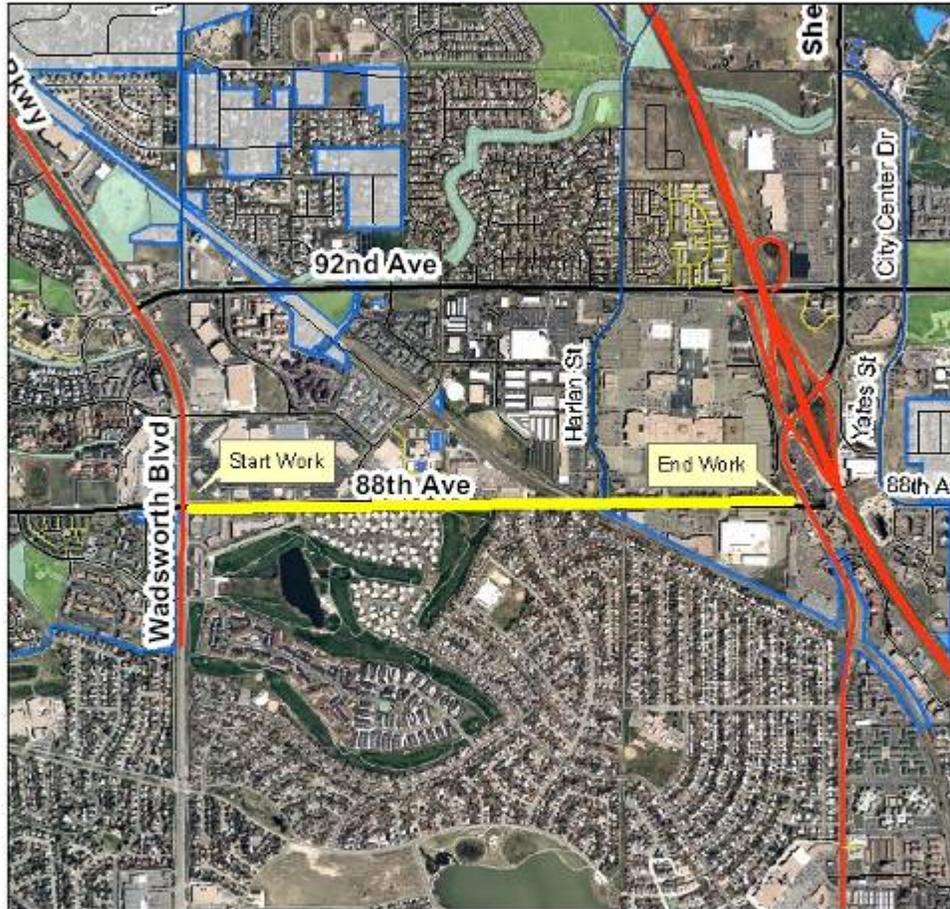
The 88th Avenue Median Renovation Project supports Objective 5, “Attractive Low Water Use Landscaping,” of Goal 5, “Beautiful City,” of the City’s Strategic Plan.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

City of Westminster
88th Ave Medians
Wadsworth Blvd to Sheridan Blvd



Yellow line indicates medians that will be renovated

Not to Scale



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Public Safety Center Emergency Generator Replacement

Prepared By: Janice Kraft, Neighborhood Services Administrator

Recommended City Council Action

Authorize the City Manager to enter into a contract with Sturgeon Electric in the amount of \$126,320 for the emergency generator replacement at the Westminster Public Safety Center and establish a project contingency of \$25,260 for a total project budget of \$151,580.

Summary Statement

- City Council approved \$15,000 in the 2005 Police Department operating budget for electrical engineering design services for replacing the existing emergency generator at the Public Safety Center. A total of \$160,000 was authorized in the 2006 General Fund Capital Improvement Program budget for the actual purchase and installation of the new generator.
- Staff solicited qualifications and proposals from four electrical contracting companies for this work: Encore Electric, Greiner Electric, Lakewood Electric and Sturgeon Electric.
- Sturgeon Electric submitted the lowest overall cost proposal meeting the requirements of the finalized construction drawings and specifications. Sturgeon has successfully completed similar projects for both government and the private sector and is highly recommended by M-E Engineers, the electrical engineering firm under contract with the City for this project.

Expenditure Required: \$151,580

Source of Funds: General Fund Capital Improvement Program Budget

Policy Issue

Should this contract be awarded to the electrical contractor who submitted the lowest overall cost proposal for the replacement of the Public Safety Center emergency generator?

Alternatives

- 1) Seek cost proposals from other electrical contracting companies. Staff does not recommend this alternative because Sturgeon Electric was the lowest of the three submitting companies; is an established reputable company; and holds a very positive reputation within the engineering and construction industry in the Denver metro area.
- 2) Postpone the replacement of the emergency generator. Staff does not recommend this alternative because the existing generator is over 18 years old. The generator has experienced several failures, and a failure of the unit to start would present a considerable risk due to the fact that it is the back-up power source for critical emergency communications such as: Enhanced 9-1-1 telephone service, computer aided dispatch systems, and the radio system that serves both the City of Westminster and the City of Arvada.

Background Information

Prior to construction of the Public Safety Center, the emergency generator for City Hall was located between the two water tanks south of the City Hall building. The location of the building foundation for the Public Safety Center was going to necessitate rerouting all of the electrical wiring and conduits for City Hall’s emergency generator. It was determined that it would be more cost effective to install a new generator for City Hall and reuse the existing generator for the Public Safety Center.

During design of the Public Safety Center, equipment and portions of the building that needed to be supported by an emergency generator had to be limited to the capacity of the old City Hall generator. There is no extra capacity on this generator to add additional equipment in the future that may need a back-up power source.

M-E Engineers, the original electrical engineers for the Public Safety Center project, completed design and specifications for a new generator in 2005. The funding for the emergency generator purchase and installation became available in 2006. Staff received cost proposals from three of the four electrical contractors who responded to a request for qualifications process.

Sturgeon Electric	\$126,320
Lakewood Electric	\$129,800
Encore Electric	\$170,800
Greiner Electric	Withdrew

Staff is recommending a 20% contingency for this project. The electrical contractor will be required to tie the new generator into existing cables, switch gear, and electrical components. They also will need to pull new cable through existing conduit; some within the building and some underground that run considerable lengths. The footprint of the new generator may not fit on the existing concrete pad and could necessitate some additional concrete work. Staff believes that due to the critical nature of the equipment supported by this generator and the potential for unforeseen circumstances, i.e. cable lengths that are too short, conduits that are too full, etc., it is prudent to have a significant contingency amount. The cost for the contract with Sturgeon Electric plus the recommended contingency is within the established budget for the project.

SUBJECT: Public Safety Center Emergency Generator Replacement

Page 2

The existing emergency generator will be relocated to the Municipal Service Center and will be evaluated as an option for providing back-up power for Fleet Maintenance and the City's fueling system for vehicles.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Adams County Tax Lien Purchase at West 69th Place and Lowell Boulevard

Prepared By: Ruth C. Becker, Open Space Coordinator

Recommended City Council Action

Authorize the purchase of the 0.007 acres located at the northwest corner of W. 69th Place and Lowell Boulevard from the Adams County Treasurer and authorize the City Manager to execute all documents to complete the purchase.

Summary Statement

Staff regularly reviews the tax lien sale lists produced by the County Treasurers to identify properties to add to the City's inventory at nominal cost. The following property is available at minimal cost through the Adams County Tax Lien Sale and acquisition will support the City's open space efforts in south Westminster:

Site 1: 0.007 acres located at the northwest corner of W. 69th Place and Lowell Boulevard

Expenditure Required: \$266.26 plus additional interest and costs for March and April

Source of Funds: Open Space Fund - Land Purchases Budget

Policy Issue

Should the City purchase properties for unpaid taxes as they become available through the Adams County and Jefferson County Tax lien sales?

Alternative

Not purchase the property and allow it to remain in the Adams County Tax Lien Sale inventory for possible redemption and or purchase by a private entity. Staff believes that the minimal cost warrants City action to purchase this small parcel.

Background Information

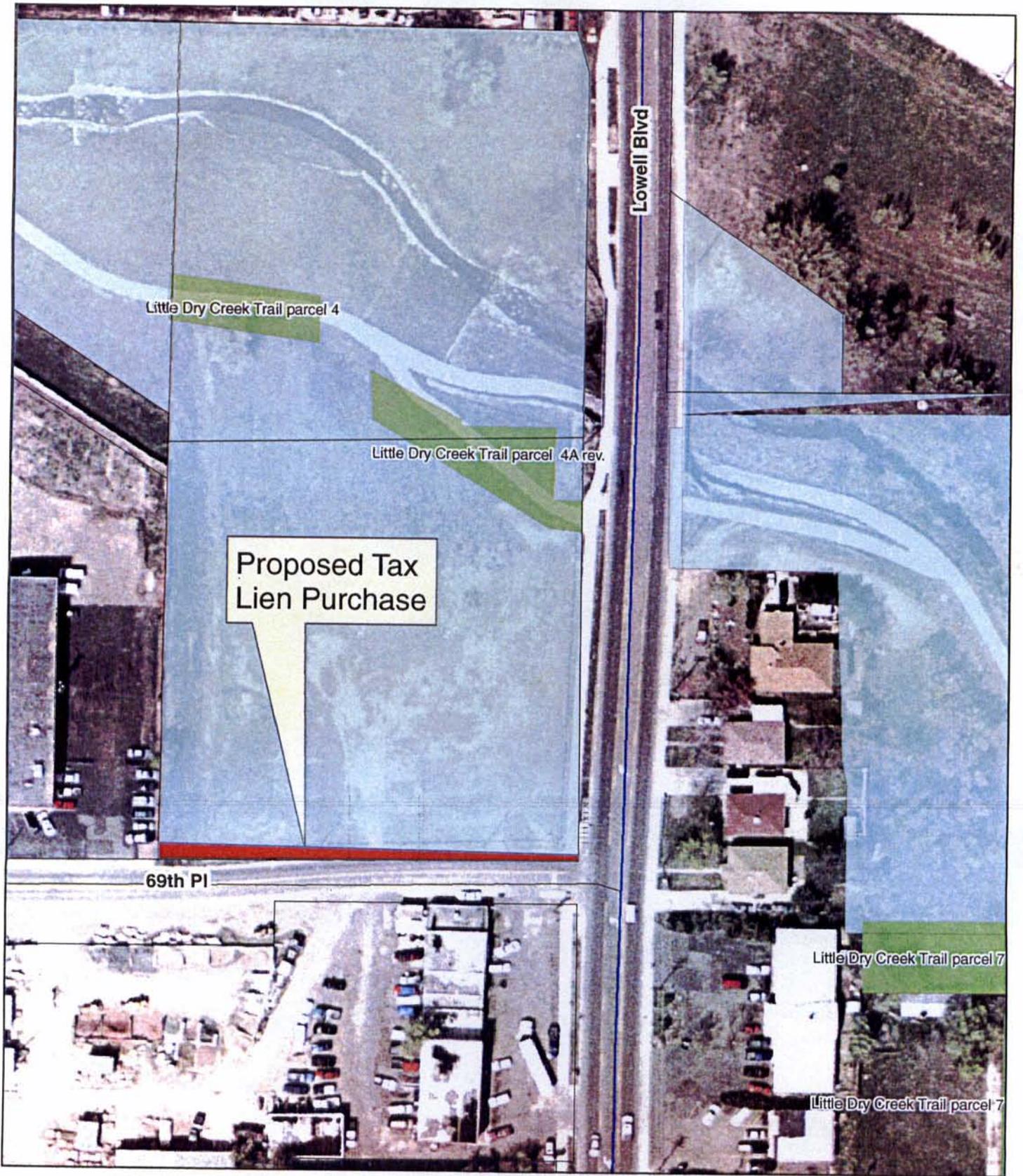
Staff regularly reviews the tax lien sale lists produced by the County Treasurers to identify properties to add to the City's inventory at nominal cost. A 0.007 acre parcel located at the northwest corner of W. 69th Place and Lowell Boulevard (see attached location map) is available at minimal cost through the Adams County Tax Lien Sale and acquisition will support the City's open space efforts in south Westminster. The property is a narrow strip of land that is adjacent to City open space and borders W. 69th Place, as shown on the attached map. Acquisition of this strip will add to the Little Dry Creek corridor and eliminate the potential for conflict over ownership to the W. 69th Place right of way. The purchase price of \$266.26 includes interest and costs through February, 2006. The final interest calculations and exact purchase price will be calculated by the Adams County Treasurer as of the date of acquisition.

A request has been submitted to the City Manager's Office to waive the requirement for a Phase I Environmental Site Assessment for the Property because the Property was covered under the Brownfields Assessment conducted for South Westminster and is not located near nor identified as having recognized environmental conditions.

Respectfully submitted,

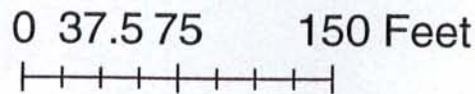
J. Brent McFall
City Manager

Attachment (Location Map)



Legend

- OpenSpace
- Parks





Agenda Item 8 E

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Adams County Tax Lien Purchase at West 72nd Avenue and Newton Street

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Authorize the purchase of 0.16 acres located on the north side of 72nd Avenue at Newton Street from the Adams County Treasurer and authorize the City Manager to execute all documents to complete the purchase.

Summary Statement

Staff regularly reviews the tax lien sale lists produced by the County Treasurers to identify properties to add to the City's inventory at nominal cost. The following property is available at minimal cost through the Adams County tax lien sale and acquisition will support the City's revitalization efforts in south Westminster:

Expenditure Required: \$413.85 plus additional interest and costs for March and April

Source of Funds: South Westminster Revitalization CIP Account

Policy Issue

Should the City purchase properties for unpaid taxes as they become available through the Adams County tax lien sales?

Alternative

Not purchase the property and allow it to remain in the Adams County tax lien sale inventory for possible redemption and or purchase by a private entity. This property is available at minimal cost through the Adams County Tax Lien Sale and acquisition will support the City's revitalization efforts in south Westminster. It is the recommendation of staff that the property be purchased at this time to support this effort.

Background Information

Staff regularly reviews the tax lien sale lists produced by the County Treasurers to identify properties to add to the City's inventory at nominal cost. A 0.16 acre parcel located on the north side of 72nd Avenue at Newton Street is available at minimal cost through the Adams County Tax Lien Sale and acquisition will support the City's revitalization efforts in south Westminster. The property is a triangular-shaped parcel, being about 50' x 80' x 95' in dimension, sandwiched between the railroad tracks 72nd Avenue and a used car dealership to the west and is directly north of the Bowles house. The parcel abuts a 40-foot wide right-of-way upon which the car dealership currently parks its "for-sale" vehicles.

Acquisition of the tax lien parcel would permit the City to consolidate it with the right-of-way into a larger tract of land available to support revitalization efforts in south Westminster. The resulting tract eventually could be incorporated into an assemblage of adjacent privately-held properties for redevelopment purposes. A portion of the property may also be needed for future improvements or widening of 72nd Avenue. The purchase price of \$413.85 includes interest and costs through February, 2006. The final interest calculations and exact purchase price will be calculated by the Adams County Treasurer as of the date of acquisition. The purchase will be finalized upon receipt of payment by the Treasurers office.

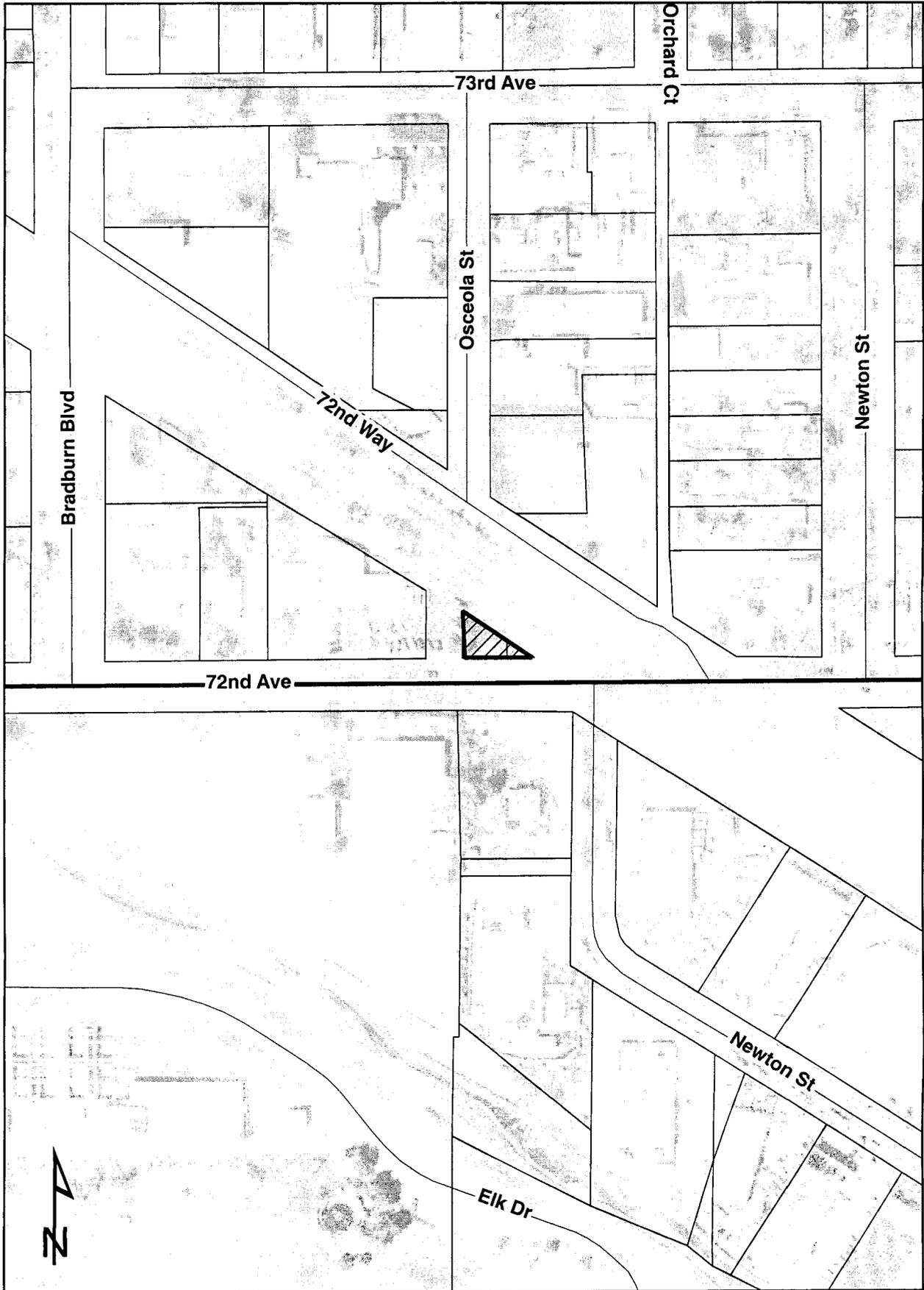
A request has been submitted to the City Manager's Office to waive the requirement for a Phase I Environmental Site Assessment for the Property because the Property was covered under the Brownfields Assessment conducted for South Westminster and is not located near nor identified as having recognized environmental conditions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment (Location Map)

Tax Lien Property at 72nd Avenue and Newton Street





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Second Reading of Councillor's Bill No. 17 re the Amendments to the Comprehensive Land Use Plan

Prepared By: David Falconieri, Planner III

Recommended City Council Action

Pass Councillor's Bill No. 17 on second reading approving the Comprehensive Land Use Plan amendments proposed. This recommendation is based on a finding that the proposed amendments will be in the public good and that:

- a) There is justification for the proposed changes and the Plan is in need of revision as proposed;
- b) The amendments are in conformance with the overall purpose and intent and the goals and policies of the Plan;
- c) The proposed amendments are compatible with existing and planned surrounding land uses; and
- d) The proposed amendments would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.

Summary Statement

- City Staff continuously monitors the Comprehensive Land Use Plan (CLUP) in order to assure that the Plan is up to date and free from errors. Staff brings any required changes to the Planning Commission and City Council annually for approval.
- This year there are 13 separate updates, most of which have been necessitated by recent Open Space purchases.
- This request was approved on first reading by City Council on March 27, 2006.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO. **3274**

COUNCILLOR'S BILL NO. **17**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Major - Price

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

WHEREAS, the City maintains a Comprehensive Land Use Plan that regulates land uses within the City; and

WHEREAS, the City Council has annexed new properties to the City specifically described below; and

WHEREAS, an amendment of the Plan is necessary to provide a land use designation for the annexed property and to keep the Plan up to date; and

WHEREAS, the Planning Commission has reviewed the proposed amendment at a noticed public hearing and has recommended approval to the City Council.

NOW THEREFORE, the City Council hereby finds that the required procedures for amending the Comprehensive Land Use Plan as delineated in the Westminster Municipal Code have been satisfied.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps of the Westminster Comprehensive Land Use Plan which are necessary to alter the designation of the properties depicted on the exhibit maps attached, which are incorporated herein by reference as follows:

Map 1: From Major Creek Corridor Non-Public to City Owned Open Space.

Map 2: From Business Park and Major Creek Corridor Non-Public to Public/Quasi public and City Owned Open Space.

Map 3: From Public Parks to City Owned Open Space.

Map 4: From Public Parks to Private Parks.

Map 5: From R 3.5 Residential, Major Creek Corridor Non-Public, Office Residential and City Owned Open Space to City Owned Open Space and Public/Quasi Public.

Map 6: From Public Park to City Owned Open Space.

Map 7: From Office to City Owned Open Space.

Map 8: From Traditional Mixed Use to Private Parks/Open Space.

Map 9: From Traditional Mixed Use to Private Parks/Open Space.

Map 10: From 2.5 Residential, to City Owned Open Space and Private Parks/Open Space.

Map 11: From Public Parks/Open Space to Public/Quasi Public.

Map 12: From Private Parks/Open Space to Public Parks.

Map 13: From City Owned Open Space, to R-1 Residential.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

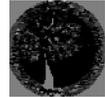
City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Second Reading of Councillors' Bills No. 18, 19, and 20 re the Annexation, Comprehensive Land Use Plan Amendment and Zoning of the Kalmar Property

Prepared By: David Falconieri, Planner III

Recommended City Council Action:

1. Pass Councillor's Bill No. 18 on second reading annexing the Kalmar property to the City.
2. Pass Councillor's Bill No. 19 on second reading amending the Comprehensive Land Use Plan to change the designation of the Kalmar property from Northeast Comprehensive Development Plan to R-2.5 Residential. This recommendation is based on a finding that the proposed amendment will be in the public good, and that:
 - a) There is justification for the proposed change and the proposed amendment is in need of revision as proposed;
 - b) The proposed amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
3. Pass Councillor's Bill No. 20 on second reading rezoning the Kalmar property from A-1 (Jefferson County) to RE (One-Family Residential District). This recommendation is based on the finding that the provisions of Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement:

- The Kalmar property is located at 9505 Teller Street and consists of two lots on 1 acre.
- The applicant wishes to annex the property and re-subdivide the two lots to accommodate two homes. The provisions of the Northeast Comprehensive Development Plan, jointly adopted by the City of Westminster and Jefferson County, permit the proposed subdivision with a minimum lot size of 12,500 square feet. The two proposed lots will exceed that minimum lot size.
- These requests were approved on first reading by City Council on March 27, 2006.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

BY AUTHORITY

ORDINANCE NO. **3275**

COUNCILLOR'S BILL NO. **18**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Lindsey - Dittman

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

WHEREAS, pursuant to the laws of the State of Colorado, the owners of one-hundred percent of the area, described below presented to and filed with the City Clerk of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

WHEREAS, City Council has found that the petition and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

WHEREAS, City Council has heretofore adopted Resolution No. 23 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Kalmar Annexation

BY AUTHORITY

ORDINANCE NO. **3276**

COUNCILLOR'S BILL NO. **19**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Lindsey - Major

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the property legally described below, requesting a change in the land use designations from "unincorporated" to "R-2.5 Residential" for the Kalmar property also known as 9505 Teller Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14th, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Policy A1c, which states that annexation of County enclaves will be considered on a case by case basis, taking into consideration fiscal, social and land use factors.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on attached Exhibit A) to "R-2.5 Residential":

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of

217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

Section 3. 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 4. This ordinance shall take effect upon its passage after second reading.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO. **3277**

COUNCILLOR'S BILL NO. **20**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Lindsey - Major

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the zoning of the property described below from Jefferson County A-1 to City of Westminister R-E zoning has been submitted to the City for its approval pursuant to Westminister Municipal Code Section 11-5-2.

b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminister Municipal Code.

c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminister Municipal Code Section 11-5-3.

d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.

e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-1 to City of Westminister R-E. A parcel of land located in Section 23, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminister, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

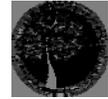
Kalmar Zoning



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Second Reading on Councillors' Bills 21, 22, and 23 re the Annexation, Comprehensive Land Use Plan Amendment and Zoning for the Walnut Creek former Jeffco Schools R-1 Property

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Pass Councillor's Bill No. 21 on second reading annexing the Walnut Creek former Jeffco Schools R-1 property to the City of Westminster.
2. Pass Councillor's Bill No. 22 on second reading amending the Comprehensive Land Use Plan adding the Walnut Creek R-1 property and assigning the designation of City Owned Open Space. This action is based on a finding that the proposed amendment will be in the public good and that:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed; and
 - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
3. Pass Councillor's Bill No. 23 on second reading rezoning the Walnut Creek former Jeffco Schools R-1 property from A-1 (Jefferson County) to O-1 (Open) in the City of Westminster. This action is based on the finding that the provisions of Section 11-5-3 W.M.C. have been met.

Summary Statement

- The Walnut Creek former Jeffco Schools R-1 property is located between Union Way and Tabor Court on the west and east, and north of the Church Ditch right-of-way generally within the Walnut Creek subdivision.
- The property is approximately 11.9 acres in size and has been acquired by the City as an addition to the Westminster Hills Open Space area. The property was acquired as part of a land exchange with Jefferson County R-1 Schools which received a parcel within the Standley Lake Regional Park area in exchange.
- These requests were approved on first reading by City Council on March 27, 2006.

Expenditure Required: \$ 0
Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachments

BY AUTHORITY

ORDINANCE NO. **3278**

COUNCILLOR'S BILL NO. **21**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Dittman - Major

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

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

WHEREAS, City Council has found that the application and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot 8 S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West

106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Walnut Creek R-1 Annexation

BY AUTHORITY

ORDINANCE NO. **3279**

COUNCILLOR'S BILL NO. **22**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Dittman - Major

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been initiated by the City pursuant to W.M.C. §11-4-16(D) (1), for the property legally described below (and graphically depicted on Exhibit A), requesting a change in the land use designations from "unincorporated" to "City Owned Open Space" for the Walnut Creek R-1 property located within the Walnut Creek Subdivision.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Goal H4 which encourages Enhancement of the City's open space system to preserve and protect natural areas, vistas and view corridors, and to complete the open space and trail system.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on Exhibit A to City Owned Open Space):

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

Section 3. 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 4. This ordinance shall take effect upon its passage after second reading.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Walnut Creek Open Space Land Use

BY AUTHORITY

ORDINANCE NO. **3280**

COUNCILLOR'S BILL NO. **23**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Dittman - Price

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the zoning of the property described below from Jefferson County A-2 to City of Westminster O-1 zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.

b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.

c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.

d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.

e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-2 to City of Westminster O-1. A parcel of land located in Section 8, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left

on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Walnut Creek R-1 Zoning

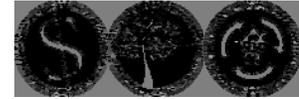


Agenda Item 8 I

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Second Reading of Councillor's Bill No. 24 re Water and Wastewater Tap Fee

Prepared By: Jim Arndt, P.E., Director of Public Works and Utilities
Mike Happe, P.E., Water Resources and Treatment Manager
Stu Feinglas, Water Resource Analyst

Recommended City Council Action

Pass Councillor's Bill No. 24 on second reading increasing water and wastewater tap fees to reflect the current value of the City's water and wastewater systems.

Summary Statement

- Periodically the City must assess the appropriate tap fee to charge new utility customers to connect to the City's water and wastewater systems.
- Tap fees are based on the current value and size of the utility system.
- The tap fee structure is composed of several components, which taken together reflect the equitable portion of the water and wastewater system impacted by new customers.
- Staff has contracted with FCS Group to complete a cost of service study for the water and wastewater systems.
- The results of the cost of service study indicate that Westminster tap fees are currently undervalued.
- Staff recommends that tap fees be increased to reflect cost recoveries necessary to meet the needs of the water and wastewater system and to assure that costs are equitably distributed between current and future users of the utility system.
- This item was passed by City Council on first reading on March 27, 2006.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO. **3281**

COUNCILLOR'S BILL NO. **24**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Major - Price

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE
CONCERNING THE CITY'S WATER REGULATIONS AND SANITARY SEWERAGE
REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

WHEREAS, the City of Westminster operates a water and wastewater enterprise utility; and
WHEREAS, the City Charter requires that the utility be self-supporting; and
WHEREAS, the City wishes to equitably distribute costs throughout user classes.

NOW, THEREFORE, be it ordained by the City Council of the City of Westminster as follows:

Section 1. Section 8-7-3, subsections (B) and (C), W.M.C., is hereby AMENDED to read as follows:

8-7-3: TAP FEE:

(B) Residential Fee Schedule: The Residential water tap fee is based on a 5/8 x 3/4 inch meter and is assessed on a per dwelling unit basis as determined by the ratio of water usage of various dwelling unit types to single-family detached dwelling units.

The water tap fee schedule shall be in effect for all residential tap fee payments made ~~on or~~ after ~~July 1,~~ 2002 APRIL 10, 2006, pursuant to Section 8-7-2(C):

The residential tap fees shall be calculated by applying the respective service commitment factor to both the water resources fee and the treated water investment fee on a per unit basis plus the applicable connection fee based upon meter size on a per meter basis plus any applicable fire protection charge.

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00

Connection charge connection charge is based on installed meter size (see below), and assessed on a per tap basis in accordance with the connection charge contained in Section 8-7-3(C). Such fee may be periodically adjusted by the city manager to reflect current costs.

Residential Connection	Single Family Detached	Mobile Home Space	<10 du Per net Acre	≥10 du And <24 Du per Net acre	≥24 du Per net Acre	Elderly Housing
Sc factor	1.0	1.0	0.7	0.5	0.4	0.35

Tap fees for irrigation of right-of-way, medians, open space, greenbelt, and private park areas are not included in the individual unit water tap fee listed above for residential. Tap fees for irrigated areas immediately adjacent to single-family attached and multi-family buildings are included in the individual unit tap fee listed above.

Separate irrigation water taps and meters shall be required for all residential developments other than single-family detached lots. In any instance where a separate water tap is required and where the

associated tap fee is included in the individual unit water tap fee, the customer shall only pay the associated connection charge.

Irrigation tap fees are required based on the area and type of landscaping. Landscape types are defined as either standard or low-water. Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in any residential development are not included in the individual unit water tap fees listed above. Tap fees for these uses, and separate irrigation taps shall be calculated using the process listed in 8-7-3 (C), the non-residential tap fee process, of this Section.

An irrigation water tap shall be used only for irrigation purposes. Each irrigation water tap shall be assigned a service address and billing account in the name of the property owner or manager.

(C) The following water tap fee calculation method shall be in effect for all non-residential tap fee payments made on or after July 1, 2002 APRIL 10, 2006, pursuant to Section 8-7-2 (C):

METER SIZE (INCHES)	<u>TREATED WATER INVESTMENT SERVICE COMMITMENTS</u>	CONNECTION CHARGE*
5/8"	1.0	\$275 283
3/4"	1.5	\$275 283
1"	2.5	\$220 226
1-1/2"	5.0	\$220 226
2"	8.0	\$275 283
3"	17.5	\$330 340
4"	30.0	\$385 396
6"	62.5	\$440 453
8"	90	\$495 511

*SUBJECT TO ADJUSTMENT PER SECTION 8-7-3(A)(6)

Each tap shall have a minimum of one water resource and treated water investment service commitment assigned except as noted in 8-7-4(C).

Tap fees for irrigation taps shall be calculated as follows: ~~\$0.89~~ 1.43 per square foot for standard landscaping requiring an annual application of more than nine (9) inches GALLONS, and up to eighteen (18) inches GALLONS of water per square foot; ~~\$0.45~~ 0.72 per square foot for low water landscaping requiring an annual application of up to nine (9) inches GALLONS of water per square foot.

Non-residential tap fees shall be calculated based upon the estimated annual consumption, business type, and tap size required as calculated by multiplying the water resource service commitments based on annual usage and the treated water investment service commitments based on meter size using methods and estimates developed by the City's Public Works and Utilities Department, and adding the connection charge for the meter size determined.

The base water tap fee components shall include the water resources fee, the treated water investment fee and the connection fee. The base water resources fee and treated water investment fee shall be based upon the components fees as set for the 5/8 x 3/4 inch single family detached residential tap fee. The connection fee shall be based on installed meter size, and assessed on a per tap basis in accordance with the connection charge contained in 8-7-3(C).

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00
Connection charge	connection charge is based on installed meter size (see above), and assessed on a per tap basis in accordance with the connection charge contained in section 8-7-3(c). Such fee may be periodically adjusted by the city manager to reflect current costs.

The water resources and treated water investment portions of the tap fee may be implemented at rates below 100%. The connection charge fee shall be implemented to cover 100% of the cost to the city.

~~The following schedule shall be used to increase implementation of the tap fees to 100%.~~

~~July 1, 2002, 80% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.~~

~~April 1, 2003, 90% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.~~

~~April 1, 2004, 100% of the total tap fee and the connection fee and any annual CPI increase.~~

The water resources and treated water investment portions of the tap fee for City owned facilities may be implemented at rates below 100% at the direction the city manager or his designee.

The City shall review applicant's determination of water tap and meter size, and may adjust water tap fee charges if the projected water use is more than the maximum service commitment for the corresponding meter size listed in this paragraph.

Section 2. Section 8-8-5, subsection (B), W.M.C., is hereby AMENDED to read as follows:

8-8-5: SERVICE AND USER CHARGES:

(B) RATE SCHEDULES:

1. Residential Fee Schedule: Residential sewer tap fees are based on a five-eighths inch (5/8") by three-quarter-inch (3/4") water tap size and assessed on a per-dwelling unit basis equivalent to the ratio of water usage of various dwelling unit types to single-family detached dwelling units. Single family detached sewer tap fees for any other water meter size shall be based on the non-residential sewer tap fee schedule pursuant to Section 8-8-5(B)(2).

The following residential sewer tap fee calculation method shall be in effect for all tap fee payments made on or after July 1, 2002 pursuant to Section 8-8-5(C) APRIL 10, 2006:

Residential sewer tap fees shall be based on two of three components: the transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the number of units times the service commitment factor associated with the dwelling type as defined below:

RESIDENTIAL CONNECTION	SINGLE FAMILY DETACHED	MOBILE HOME SPACE	<10 DU PER NET ACRE	≥10 DU AND <24 DU PER NET ACRE	≥24 DU PER NET ACRE	ELDERLY HOUSING
SC FACTOR	1.0	1.0	0.7	0.5	0.4	0.35

The treatment facilities fee shall be calculated as the current base treatment facilities fee times the number of living units. For purposes of the treatment facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the metro wastewater reclamation district.

The metro facilities fee shall be calculated as the current base metro wastewater fee, as same shall be set by the metro district, times the number of units. For purposes of the metro facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the Metro Wastewater Reclamation District.

~~2002~~ 2006 base sewer tap fees are as follows:

Transport facilities fee	\$1,018.00 1,400.00
Treatment facilities fee	\$1,400.00 1,820.00
Metro facilities fee	\$1,400.00 1,820.00

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be

adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in single-family detached, single-family attached, and multi-family developments are not included in the individual unit sewer tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Sub-paragraph 2, non-residential fee schedule, below.

2. Non-Residential Fee Schedule: Non-residential sewer tap fees are based on the sum of the following service commitment factors, associated with the size of the water tap(s) used by the building served by a single sewer tap. The table below determines the appropriate service commitment factor.

Meter Size in Inches	Metro District Service Commitments
5/8 x 3/4	1.0
3/4	1.9
1	4.5
1-1/2	11.0
2	20.0
3	42.0
4	76.0
6, 8, 10, 12	Alternate Calculation Method

The following sewer tap fee calculation method shall be in effect for all non-residential tap fee payments made ~~on or after July 1, 2002 pursuant to section 8-8-5(C)~~ APRIL 10, 2006:

Non-residential sewer tap fees shall be based on two of three components: transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the service commitment factor associated with the meter size as defined above. The treatment facilities fee and the metro facilities fee shall be calculated as the base treatment facilities fee or base metro facilities fee times the service commitment factor associated with the meter size as defined above.

~~2002~~ 2006 base sewer tap fees are as follows:

Transport facilities fee	\$1,018.00 1,400.00
Treatment facilities fee	\$1,400.00 1,820.00
Metro facilities fee	\$1,400.00 1,820.00

Alternate calculation method: new connections served by multiple new water service taps with a combined service commitment of greater than or equal to 205 shall have the number of service commitments determined as for connections with service taps 6" or larger.

For water service taps 6" or larger, the number of service commitments for calculating the sewer tap fee shall be determined from the following formula:

$$SC's = \frac{\text{Flow} \times F}{225} + \frac{\text{BOD} \times B}{1.576} + \frac{\text{SS} \times S}{1.576} + \frac{\text{TKN} \times T}{0.236}$$

Where: flow = estimated flow, GPD (peak month); BOD = estimated BOD, lbs/day (peak month); SS = estimated suspended solids, lbs/day (peak month); TKN = estimated total nitrogen, lbs/day (peak month).

At minimum, the following values shall be used in the above formulas:

TAP SIZE	FLOW	BOD	SS	TKN
6"	45,125	323.13	323.13	48.47
8"	74,250	520.17	520.17	78.02
10"	136,125	953.64	953.64	143.05

The City shall make the final determination of the estimated flow, BOD, SS and TKN used to determine the number of service commitments for each new connection, which is subject to the above formula.

Following are the fractions used for the treatment of flow and loadings, effective ~~July 1, 2002~~ APRIL 10, 2006: flow (F) = ~~0.5459~~ 0.5543, BOD (B) = ~~0.2187~~ 0.2091, SS (S) = ~~0.1647~~ 0.1601, TKN (T) = ~~0.0707~~ 0.0765.

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee contained in this paragraph shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

The City shall review applicant's determination of sewer tap size and may adjust sewer tap fee charges if the projected water use is more than the maximum service commitment for the corresponding water meter size listed in this paragraph.

Section 3. This ordinance shall take effect upon its passage after second reading. However, for any construction within a project for which an Official Development Plan (ODP) has been approved as of the effective date of this Ordinance, and for which a building permit has been issued, the fee increases provided for by this Ordinance shall not take effect until October 10, 2006. 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 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Second Reading of Councillor's Bill No 25
re Lease Agreement for the Former Slapshot Hockey Center

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

Recommended City Council Action

Pass Councillor's Bill No. 25 on second reading approving a lease agreement between the City of Westminster, Hyland Hills Recreational Facilities Enterprise and Rocky Mountain Sports Training Inc.

Summary Statement

- Rocky Mountain Sports Training Inc., (RMST) is a company that specializes in advanced training methods and techniques for athletes of all ages and skill levels.
- Their intention is to convert the former Slapshot Hockey Center into a top-notch sports training facility.
- The terms of the proposed lease will be for three years, with options to renew for an additional five years.
- RMST will pay the Hyland Hills Recreational Facilities Enterprise \$5,000 per month, plus a \$10,000 damage deposit. (This is the same amount the previous tenant paid.) If the extension is exercised, the monthly rent will go up in increments.
- The "Hyland Hills Recreational Facilities Enterprise" is the vehicle previously implemented to fund the cost of operating and maintaining facilities jointly owned by the City and Hyland Hills, including the Ice Centre at the Promenade and this facility.
- RMST will accept the facility in an "as is" condition and will be responsible for any renovations, repairs and ongoing maintenance of the facility.
- Because this lease is for a facility in which the City has an ownership interest, the City Charter requires City Council to approve it by ordinance.

This item was passed by City Council on first reading on March 27, 2006.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO. **3282**

COUNCILLOR'S BILL NO. **25**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Price - Major

A BILL

FOR AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF WESTMINSTER, HYLAND HILLS PARK AND RECREATION DISTRICT, AND ROCKY MOUNTAIN SPORTS TRAINING INC., FOR THE FORMER SLAPSHOT HOCKEY CENTER LOCATED AT 94TH AVENUE AND PERRY STREET, WESTMINSTER, CO.

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and Hyland Hills Park and Recreation District, which makes the City and the District co-owners of Carroll Butts Park and the former Slapshot Hockey Center building, located in the City and the District, at 94th Avenue and Perry Street, Westminster, Colorado; and

WHEREAS, the City and Hyland Hills have selected Rocky Mountain Sports Training Inc., as the new lessee of the former Slapshot Hockey Building; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties; and

WHEREAS, the City Charter requires such leases to be approved by ordinance,

THE CITY OF WESTMINSTER ORDAINS:

Section 1: That certain lease between the City and Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise (as Landlord), and Rocky Mountain Sports Training Inc., (as Tenant) for the lease of the former Slapshot Hockey Center located at 94th Avenue and Perry Street, Westminster, CO, is approved and the City Manager is authorized to execute it in substantially the same form as attached hereto as Exhibit "A."

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.

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 of its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Item 10 A&B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Public Hearing and Action on the Third Amended Preliminary Development Plan for Parkland Planned Unit Development

Prepared By: Terri Hamilton, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Approve the Third Amended Preliminary Development Plan within the Parkland Planned Unit Development. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

Summary Statement

- The Parkland Planned Unit Development (PUD) is being revised in order for the City of Westminster to sell a portion of existing Westminster open space property to the City and County of Broomfield. The proceeds from the sale will be used toward the joint purchase of the adjacent Metzger property by the City of Westminster and City and County of Broomfield for open space. The approximate 5.7 acre parcel under consideration lies directly west of the City and County of Broomfield's waste water treatment plant, located east of Lowell Boulevard and south of West 124th Avenue.
- The City of Westminster currently owns 43.2 acres of open space in the vicinity of Broomfield's treatment plant. Approximately 5.7 acres of the existing 43.2 acres is intended to be sold to the City and County of Broomfield and is currently zoned for open space. The Third Amended Preliminary Development Plan (PDP) will change the open space land use designation to Public/Semi Public for the following City and County of Broomfield operations: A tree limb drop off site; a compost and landscape waste management area; and a sewage dump station for recreational vehicles.
- A future Official Development Plan (ODP) will address proposed site development of the 5.7 acre parcel (shown as parcel 5 on the attached vicinity map).

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on March 28, 2006, and voted 6-1 to recommend the City Council approve the Third Amended Preliminary Development Plan for the Parkland Planned Unit Development. This recommendation is based on a determination that the findings set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

Commissioner Anderson was the dissenting vote. He stated that he had a concern about taking City open space and not allowing the citizens of Westminster the use of the RV sewage dumping facility. He would feel more comfortable if Westminster residents were able to use the site.

No one spoke in favor or in opposition to this proposal.

Policy Issue

Should the City approve the Third Amended Preliminary Development Plan within the Parkland Planned Unit Development?

Alternative

Deny the Third Amended Preliminary Development Plan within the Parkland Planned Unit Development. This alternative is not recommended by City Staff because there are no outstanding issues with the proposed PDP amendment.

Background Information

Nature of Request

The purpose of the Third Amended PDP for Parkland PUD is to change the land use designation of an approximate 5.7 acre parcel of land (newly created Parcel 5) from Open Space to Public/Semi-Public (for future use by the City and County of Broomfield). The City of Westminster currently owns approximately 43.2 acres of open space in the vicinity of Broomfield's treatment plant. The City and County of Broomfield intends to purchase 5.7 acres of the 43.2 acres for the purposes of a tree limb drop off site, a compost and landscape waste management area, and/or a sewage dump station for recreational vehicles. Therefore, the Parkland PDP requires amendment to identify the 5.7 acre parcel (Parcel 5) and change the land use designation of this parcel.

The City of Westminster will be using proceeds of the sale of Parcel 5 toward the joint purchase of the adjacent Metzger property by Westminster and the City and County of Broomfield for open space. This sale has been approved by both local governments through an intergovernmental agreement.

Location

The site (Parcel 5) is located west of the City and County of Broomfield's waste water treatment plant, east of Lowell Boulevard and south of West 124th Avenue. (Please see attached vicinity map).

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on March 30, 2006.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on or prior to March 30, 2006.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner's associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on or prior to March 30, 2006.

Applicant/Property Owner

The City and County of Broomfield is the applicant and the City of Westminster is the property owner.

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	CLUP Designation	Use
North: City and County of Broomfield	PUD (Broomfield)	Not applicable (outside Westminster City limits)	City and County of Broomfield Operations
West: Parkland Planned Unit Development/Metzger Property	PUD for Multi-Family and Commercial	City Owned Open Space	Vacant
East: City and County of Broomfield Treatment Plant	PUD(Broomfield)	Not applicable (outside Westminster City limits)	City and County of Broomfield Operations
South: Parkland Planned Unit Development	PUD for Open Space	Open Space	Open Space

Site Plan Information

The language on the Preliminary Development Plan ensures that a future Official Development Plan/site plan will comply with the City’s land development regulations and guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

Service Commitment Category

The City and County of Broomfield will supply future water and sanitary service to this property.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies for informational purposes: Comcast, Qwest, and Xcel Energy. Staff has received a response from Xcel Energy regarding future utility easements and language to be added to a future Official Development Plan and Final Plat. Additional referrals will occur at the time of a future Official Development Plan for Parcel 5.

Neighborhood Meeting(s) and Public Comments

Due to the limited number of adjacent property owners, a neighborhood meeting was not held, however a letter and copy of the Preliminary Development Plan was sent to property owners within 300 feet of Parcel 5. There has been no response to the neighborhood notice letter.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Criteria and Standards for Land Use Applications

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

- The owner/applicant has “the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan...” (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (P.U.D.) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The P.U.D. exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The P.U.D. is compatible and harmonious with existing public and private development in the surrounding area.
5. The P.U.D. provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The P.U.D. has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.

9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development:

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

Official Development Plan (ODP) Application

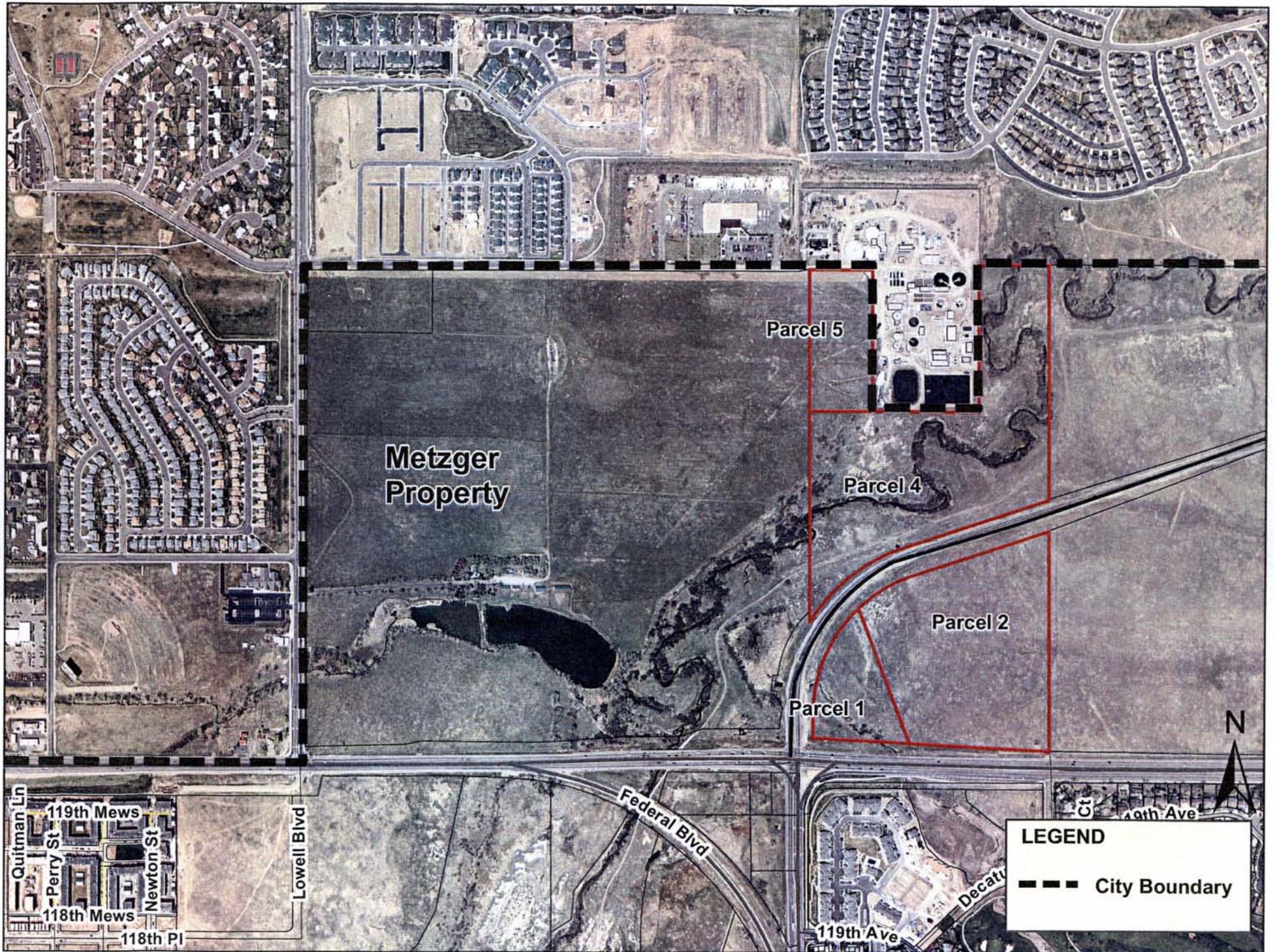
11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.

5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.
9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.



Metzger
Property

Parcel 5

Parcel 4

Parcel 2

Parcel 1

LEGEND
--- City Boundary

N

Quitman Ln
Perry St
119th Mews
Newton St
118th Mews
118th Pl

Lowell Blvd

Federal Blvd

119th Ave

Decatur

119th Ave



Agenda Item 10 C-E

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Public Hearing and Action on the Sheridan Boulevard Right-of-Way Annexation

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Resolution No. 25 making certain findings of fact regarding the Sheridan Boulevard right-of-way annexation as required under Section 31-12-110 C.R.S.
3. Pass Councillor's Bill No. 26 on first reading annexing the Sheridan Boulevard right-of-way between Turnpike Drive and 84th Avenue, and adjacent railroad right-of-way to the City of Westminster.

Summary Statement

- The Sheridan Boulevard right-of-way located south of Turnpike Drive and north of the Burlington Northern Santa Fe railroad tracks has never been annexed by the City. Because this portion of the street crosses over a bridge and curves as it reduces elevation towards Turnpike Drive, it is considered by the Police Department to be an accident prone area. Since it is not in the City, State Highway Patrol must respond to accidents that significantly increases the response time.
- The State Highway Patrol and all adjacent jurisdictions have endorsed this annexation as the best way to solve this problem. Staff has included an unincorporated portion of the railroad tracks in the annexation in order to avoid the creation of a new enclave within the City.
- The entire area to be annexed comprises a total of 10.9 acres.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on March 28, 2006, and voted unanimously (7-0) to recommend the City Council approve the Sheridan Boulevard and adjacent railroad right-of-way annexation to the City of Westminster.

Commander Al Wilson of the Westminster Police Department spoke in favor of the proposal.

Policy Issue

Should the City annex the unincorporated portion of the Sheridan Boulevard right-of-way?

Alternative

Make a finding that there is no community of interest with this portion of the Sheridan Boulevard right-of-way and take no further action. If this action is taken, the right-of-way will remain unincorporated and the City will not be able to provide emergency services when accidents occur in this portion of the street.

Background Information

Nature of Request

The City's Police Department has requested that a portion of Sheridan Boulevard that is not currently in the City be annexed. That portion includes Sheridan Boulevard south of Turnpike Drive and the bridge over the railroad tracks. Because there is a steeper grade to the road as it comes over the bridge, it can be slick in the winter time, and is an accident prone area as a result. When accidents happen in the unincorporated area the State Patrol must respond even though City services are much closer. This increases response time significantly. The unincorporated area is partly in Jefferson County and part in Adams, further complicating matters.

In order to alleviate this problem, the Colorado Department of Highways (CDOT) was asked to petition the City to annex the right-of-way. After showing that the City position was supported by both Adams and Jefferson counties, and all of the adjacent jurisdictions, CDOT agreed.

City Staff added the adjacent portion of the railroad right-of-way that was also never annexed in order to avoid creating another enclave in the City. This will permit the City to respond to any accidents in that area.

Location

The site is located along Sheridan Boulevard south of Turnpike drive and south to the end of the bridge over the railroad tracks. (Please see attached vicinity map).

Public Notification

The Colorado Revised Statutes require that notice of any annexation be provided at least 25 days prior to the City Council hearing. Notice was published for both Planning Commission and City Council hearings in the Westminster Window on March 16, 2006, and in three subsequent weekly editions thereafter.

Applicant/Property Owner

Colorado Department of Highways

Surrounding Land Use and Comprehensive Land Use Plan Designations

Development Name	Zoning	CLUP Designation	Use
North: Right-of-way	NA	NA	ROW
West: Toscana Apartments	PUD	R-18 Residential	Residential
East Westpark Office Park	PUD	Office Park	Offices/ Hotels
South: Right-of-way	N/A	N/A	ROW

Site Plan Information

NA

Service Commitment Category

NA

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: City of Arvada, Jefferson County, Adams County, Colorado Highway Patrol. Staff received letters of support from all of those agencies.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Finding of Facts Resolution
- Annexation Ordinance
- Vicinity Map

RESOLUTION

RESOLUTION NO. **25**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, ALSO KNOWN AS THE SHERIDAN RIGHT OF WAY.

WHEREAS, pursuant to the laws of the State of Colorado, there has been filed with the City Clerk a petition (the "Petition") for the annexation of the property described in said Petition; and

WHEREAS, City Council has previously adopted Resolution No. finding the Petition to be in substantial compliance with the provisions of section 31-12-107(1), C.R.S., and;

WHEREAS, City Council has held a hearing concerning the proposed annexation as required by sections 31-12-108 and -109, C.R.S.; and

WHEREAS, having completed the required hearing, the City Council wishes to set forth its findings of fact and conclusion regarding the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER THAT:

1. The City Council finds:

- a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
- b. A community of interest exists between the area proposed to be annexed and the City;
- c. The area is urban or will be urbanized in the near future; and
- d. The area is integrated with or is capable of being integrated with the City.

2. The City Council further finds:

- a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
- b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

- a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;
- b. That the annexation will not result in the attachment of area from a school district;
- c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;
- d. That the City of Westminster has in place a plan for the area proposed to be annexed; and
- e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

Sheridan Right-of-Way Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **26**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 30, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

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

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

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

WHEREAS, City Council has heretofore adopted Resolution No. 25 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the signers of the petition own 100% of the property to be annexed exclusive of streets and alleys; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A parcel of land located in the northwest quarter of Section 30, Township 2 South Range 68 West of the Sixth Principal Meridian, in the County of Adams, State of Colorado and the Northeast quarter of Section 25, Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado more particularly described as follows:

Commencing at the northwest corner of said Section 30 from whence the west quarter corner bears S00°12'37"E, 2646.08 feet on which all bearings hereon are based; thence along the west line of said Section S00°12'37"E, 551.16 feet to the point of beginning, a point on the south line of that tract of land annexed to the City of Westminster as recorded at Reception Number B432713 of the records of the Adams County Clerk and Recorder;

Thence along said south line N72°24'12"E, 31.46 feet to a point on the east line of Sheridan Boulevard, on the west line of that tract of land annexed to the City of Westminster as recorded at Reception Number B577995 of said records; thence along said west line and the following four courses; 1) along said east line S00°12'37"E, 106.21 feet; 2) along said east line S26°16'19"E, 594.90 feet; 3) along said east line S03°57'26"W, 406.46 feet to a point on a non-tangent curve right on the northeasterly line of the Colorado & Southern Railroad; 4) along said curve with a central angle of 26°18'28", a radius of 2917.97 feet and an arc length of 1339.81 feet, long chord bears S37°36'39"E, 1328.07 feet to a point on the north line of that tract of land annexed to the City of Westminster as recorded at Reception Number 941272 of said records; thence along said north line S89°36'48"W, 165.18 feet to a point on the southwesterly line of said railroad, on the east line of that tract of land annexed to the City of Westminster as recorded at Reception Number B488632 of said records, a point on a non-tangent curve left; thence along said southwesterly line, along said curve with a central angle of 23°34'07", a radius of 2767.97 feet and an arc length of 1138.60 feet, long chord bears N37°38'10"W, 1130.59 feet; thence S89°47'23"W, 216.22 feet to a point on the west line of said section; thence along said west line N00°12'37"W, 292.44 feet to the north line of the Colorado & Southern Railroad, a point on a non-tangent curve left; thence along said curve with a central angle of 00°01'38", a radius of 71709.00 feet and an arc length of 34.02 feet, long chord bears N62°05'18"W, 34.02 feet to the southeast corner of the 70-8 annexation to the City of Westminster; thence along the east line of said tract and the following three courses; 1) along the west line of Sheridan Boulevard N00°12'37"W, 497.40 feet; 2) along said west line N17°46'37"W, 239.90 feet; 3) along said west line N26°14'37"W, 126.42 feet to the southwest corner of that tract of land annexed to the City of Westminster and recorded at Reception Number 946109 of said records; thence along the south line of said tract N61°13'18"E, 129.94 feet to the southwest corner of that tract of land annexed to the City of Westminster and recorded at Reception Number B432713 of said records; thence along the west line of said tract S36°32'54"E, 30.00 feet; thence along the south line of said tract N72°24'12"E, 27.24 feet to the true point of beginning.

Said property contains 475,277 square feet or 10.91 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10th day of April, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Sheridan Right-of-Way Annexation

Sheridan ROW Annexation





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Councillor's Bill No. 27 re Six Leases for the Strasburg Natural Resource Farm

Prepared By: Bob Krugmire, Water Resources Engineer

Recommended City Council Action

Pass Councillor's Bill No. 27 on first reading authorizing the City Manager to sign six lease agreements for the two homes, one trailer pad, and three agricultural leases at the City's Strasburg Natural Resource Farm.

Summary Statement

- The City of Westminster owns approximately 3,000 acres of farmland used for biosolids application.
- The land and improvements are leased to four different tenants generating an average total income of \$50,000 per year, 11 oil and gas leases earn approximately \$110,000 per year generating total revenue in 2005 of \$160,000.
- Lease agreements are used to define the responsibilities of each party, to protect the interests of the City, to maintain the improvements on the property, and to ensure the long-term usefulness of the land for biosolids application.
- Leasing of property by the City must be ratified by ordinance under section 13.4 of the City's Charter.
- Lease amounts were determined by taking a market survey of similar leases (both residential and agricultural land leases).

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City of Westminster enter into lease agreements with tenants at the City's Strasburg Natural Resource Farm?

Alternative

The City could choose to lease the farmland and improvements to other tenants, bid the leases out on an annual basis or not to lease any of the rental houses, land or other improvements on the property. However, the farmland must be cultivated (and therefore leased) to provide a nitrogen demand that can be met through application of biosolids. Without benefit of the leases, the City would be required to farm the land in order to maintain the nitrogen demand required by the use of the property for disposal of biosolids generated from the City's sewage treatment operation. Finally, possible scheduling disruptions caused by a constant turnover of new tenants could have negative impacts on the overall biosolids application program.

Background Information

Westminster purchased farmland north of Strasburg, Colorado, in 1997, and again in 2001 for the purpose of biosolids application. Biosolids are the highly treated byproduct of the wastewater treatment process and are an excellent source of nitrogen, organic matter and trace nutrients for crop production. The use of biosolids as a fertilizer is governed by federal, state and county regulations to ensure the safety of the public and the environment.

The farmland purchased by the City has been under cultivation for well over 50 years and includes a mix of irrigated, dryland and pasture fields, two rental houses and various other structures. The total rental income from all residential and land leases will generate an average of \$50,000 per year, with a portion of the revenue being tied to the one-third share of dryland wheat received as rent for that portion of the land. Overall, annual revenue from the land and residence leases, as well as 11 oil and gas leases, totals \$160,000.

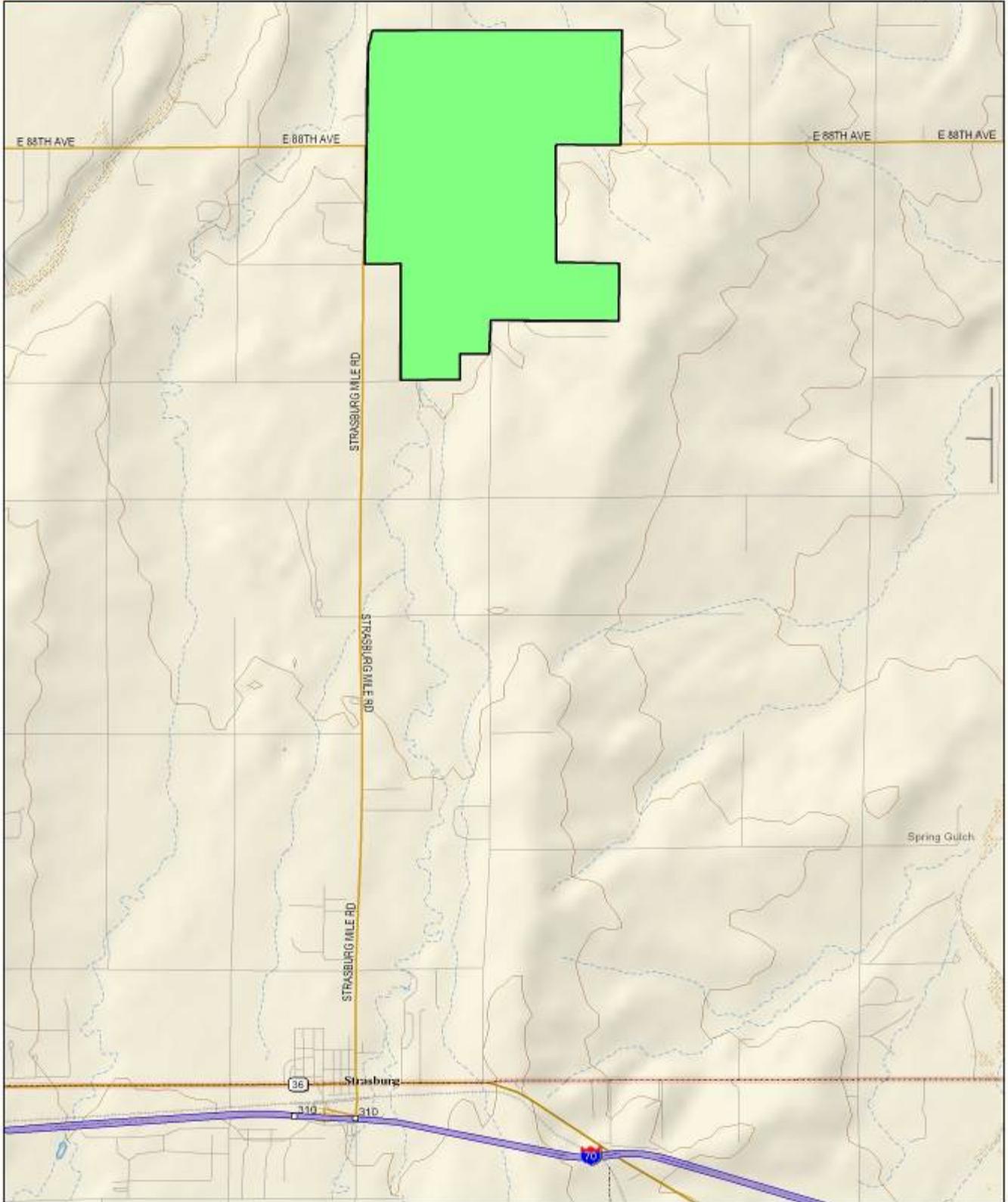
Lease amounts were determined by taking a market survey of similar leases (both residential and agricultural land leases). Westminster also takes into account that the lessees associated with the Strasburg project provide services directly beneficial to the biosolids program.

The current leases include several parcels devoted to dryland wheat (the lessee farmer for these parcels has over 20 years experience successfully farming this land), several irrigated parcels, sections of pasture land currently held for grazing, as well as one house lot lease and two residence leases. The leases are structured as annual agreements, automatically renewable for up to four additional years with cancellation clauses available for both parties.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment -
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F



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

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

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

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

THE CITY OF WESTMINSTER ORDAINS:

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

<u>Lessee</u>	<u>Leased Premises</u>	<u>Annual Rent</u>
Mr. Bruce Vetter	1,512 acres dry farmland	1/3 of net crop yield
Mr. Gerry Sweeney	Trailer pad at 8551 Headlight Road	\$600/year
Mr. Matt Sweeney	Residence at 8551 Headlight Road	\$4,800/year
	160 acres pastureland (Sec 26)	\$1,280/year
	213 acres pastureland (Sec 23)	\$1,704/year
	50 acres pastureland (Sec 26)	\$400/year
	520 acres pastureland (Sec 34)	\$4,160/year
Mr. Gerald Sweeney	220 acres irrigated land (Sec 27)	\$10,000/year
	100 acres dry farmland	\$1,000/year
	Quonset Hut Lease	\$900/year
Tom & Jan Linnebur	Residence at 57101 East 88 th Avenue	\$10,200/year

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10th day of April, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of April, 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

LAND LEASE

____ 1. Parties

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

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

Name Bob Krugmire
Address City of Westminster
4800 West 92nd Avenue, Westminster, Colorado 80031
Phone 303-430-2400

____ 2. Leased Premises

The City hereby leases to lessee the premises described below:

1,512 acres of farmable dry land, generally located approximately eight (8) miles north of Strasburg, Colorado, in Adams County, all as depicted on the description and map attached hereto as Exhibit A.

____ 3. Term

Fixed Term. The term of this lease shall be from 12:00 p.m. o'clock, January 1st, 2006, to 12:00 p.m. o'clock, January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until 12:00 p.m. o'clock, January 1st, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

____ 4. Rent

A. Fixed Term. The total annual rental price for the term of this lease shall be a one-third (1/3) split of gross profits from the sale of the harvested and locally delivered grain realized from dry land farming, payable prior to December 31st of each year. No proration will be made for a term less than a calendar year.

B. Rent payments shall be made to:

Bob Krugmire
City of Westminster, 4800 West 92nd Avenue, Westminster, Colorado 80031

C. Lessee shall incur and be charged Five Dollars (\$5.00) per day as a late fee for payment of rent received after 5 p.m. o'clock on the 15th day of January

following each lease year. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from lessee's security deposit if written notice of such intended withholding is provided to lessee within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Lessee should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

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

_____ 5. Use

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

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

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

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

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

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

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

_____ 6. City's Obligations

City agrees to furnish the property, and to:

A. Provide all posts and fence for fence maintenance; and

B. Pay taxes on land, improvements, and personal property owned by

City; and

C. Pay the cost of chemicals purchased by lessee for noxious weed removal.

____ 7. Lessee's Obligations

Lessee agrees to:

A. Provide all machinery, equipment and labor necessary to farm the premises properly.

B. Provide all seed, inoculant, disease-treatment materials, and fertilizers, to the extent they are permitted by the City.

C. Coordinate crop selection, field preparation, and planting schedules to allow the City adequate access to apply biosolids.

D. Maintain any and all wells for crop irrigation or livestock water on the premises in good order.

E. Maintain the fences on the premises in as good repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by City during the term of the Lease, ordinary wear, loss by fire, or unavoidable destruction excepted.

F. Maintain and take proper care of, and prevent injury to, all trees, vines, and shrubs. No trees to be cut without City's consent.

G. Prevent noxious weeds from going to seed on the premises, and keep trim the weeds and grasses on the roads adjoining the leased premises.

H. Maintain and keep in good repair any established watercourses or ditches on the premises.

____ 8. Compensation for Damage

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

____ 9. Utilities

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

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

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

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

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

____ 10. Right to Re-Entry

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

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

____ 11. Assignment/Subleasing/Release

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

____ 12. Nuisance

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

_____ 13. Compensation for Termination of Lease

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

_____ 14. Notice

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

To the City: Director of Public Works and Utilities
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

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

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

_____ 15. Insurance

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

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

_____ 16. Attorney's fees

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

____ 17. Liability

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

____ 18. Subordination

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

____ 19. Waiver

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

____ 20. Severability

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

____ 21. Joint and Several Liability

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

____ 22. Signatures/Amendment of Lease

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

Signed this _____ day of _____, 20____ .

CITY OF WESTMINSTER

LESSEE:

By: _____

Bruce Vetter

Title: _____

Exhibit A

Bruce Vetter Agricultural Land Lease

SECTION 22 (425 Acres):

NW1/4 of Section 22, T02S, R62W

SW1/4 of Section 22, T02S, R62W

Portion of
W1/2 W1/2 NE1/4 of Section 22, T02S R62W

Portion of
W1/2 W1/2 SE1/4 of Section 22, T02S R62W

SE1/4 SE1/4 of Section 22, T02S R62W

SECTION 23 (427 Acres):

E1/2 of Section 23, T02S R62W

W1/2 SW1/4 of Section 23, T02S R62W

Portion of
W1/2 NW1/4 of Section 23, T02S R62W

SECTION 27 (420 Acres):

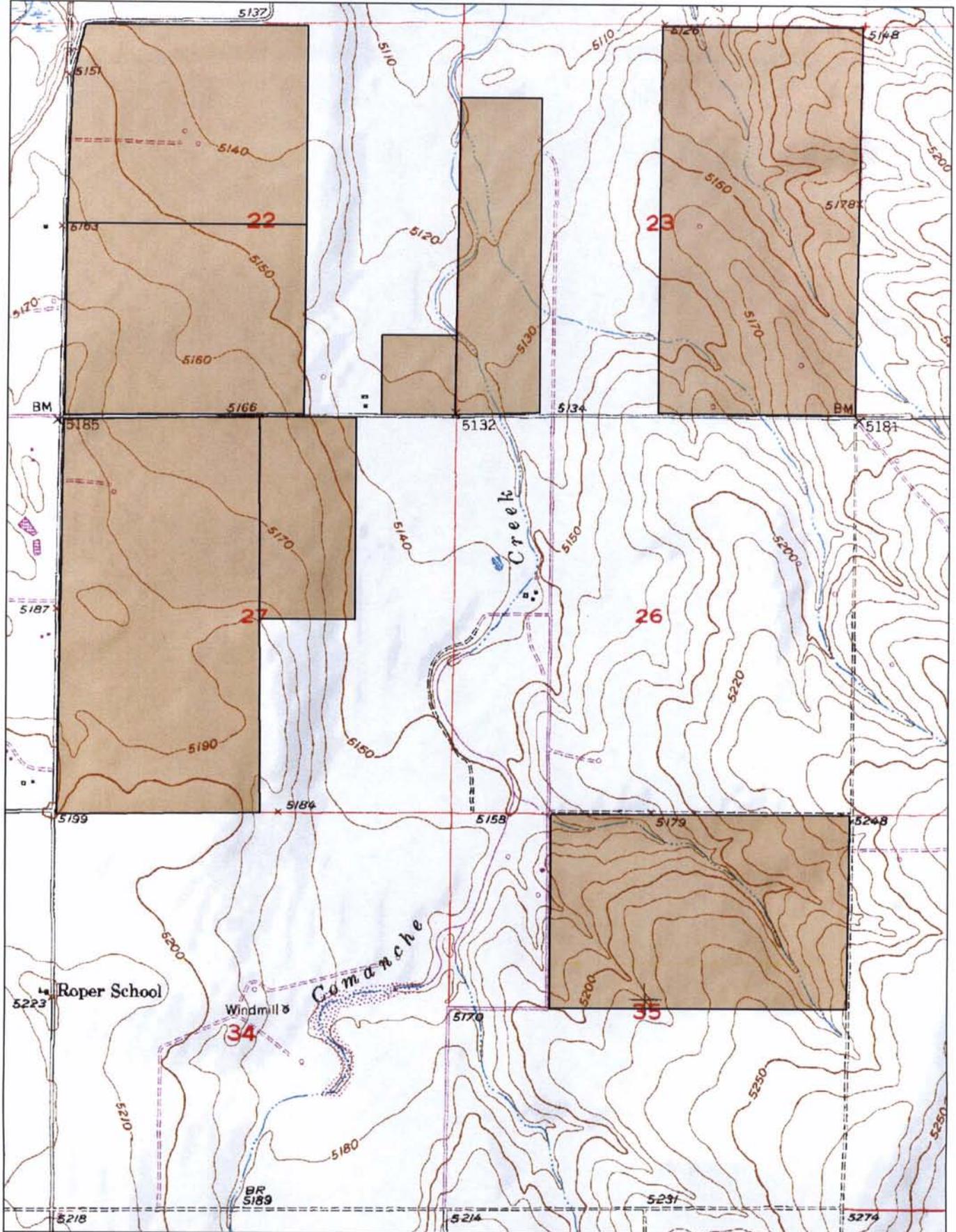
W1/2 of Section 27, T02S R62W

W1/2 NE1/4 of Section 27, T02S R62W

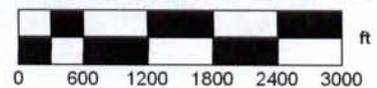
SECTION 35 (240 Acres):

NE1/4 of Section 35, T02S R62W

E1/2 NW1/4 of Section 35, T02S R62W



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RESIDENTIAL LEASE

 1. Parties

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

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

Name Bob Krugmire, Water Resources Engineer

Address City of Westminster
 4800 West 92nd Avenue
 Westminster, CO 80031

Phone 303-430-2400, Ext. 2181

 2. Leased Premises

The City hereby leases to resident the premises described below:

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

The premises shall also include:

 3. Term

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on April 1st, 2006 until twelve o'clock noon on January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until January 1, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st.

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

_____ **4. Rent**

A. Fixed Term. The total annual rental price for the term of this lease is Six Hundred Dollars (\$600.00) payable prior to December 31st of each year. No proration shall be made for the initial term.

B. Rent payments shall be made to:

City of Westminster

Attn: Robert Krugmire, Water Resources Engineer

4800 West 92nd Avenue

Westminster, CO 80031

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

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

_____ **5. Notice**

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

To the City at 4800 West 92nd Avenue, Westminster, CO 80031

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

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

_____ **6. Security Deposit**

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

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

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

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

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph F shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 2073, section 38-12-101 et seq.

7. Eviction/holding over

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

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

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

8. Occupancy

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

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

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_____ 9. Use

Resident shall use the premises only to keep a mobile home as hisa residence unless otherwise agreed in writing.

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

_____ 10. Utilities

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

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

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

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

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

_____ 11. Privacy

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

_____ 12. Assignment/subleasing/release

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

acceptable to the City, who will sign a new lease for the remaining term. The City shall exercise good faith and reasonableness in accepting a replacement resident.

_____ 13. **Noise and Nuisance**

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

_____ 14. **Rules and Regulations**

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

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

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

_____ 16. **Furnishings**

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

_____ 17. **Repairs and Maintenance**

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

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

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

_____ 18. **Constructive Eviction**

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

____ 19. **Outside Maintenance**

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

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

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

____ 20. **Alterations to Premises**

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

____ 21. **Pets**

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

(Insert consent, if any.) _____

____ 22. **Parking**

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

____ 23. **Insurance**

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

_____ 24. **Attorney's fees**

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

_____ 25. **Liability**

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

_____ 26. **Subordination**

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

_____ 27. **Waiver**

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

_____ 28. **Severability**

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

_____ 29. **Joint and Several Liability**

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

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

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

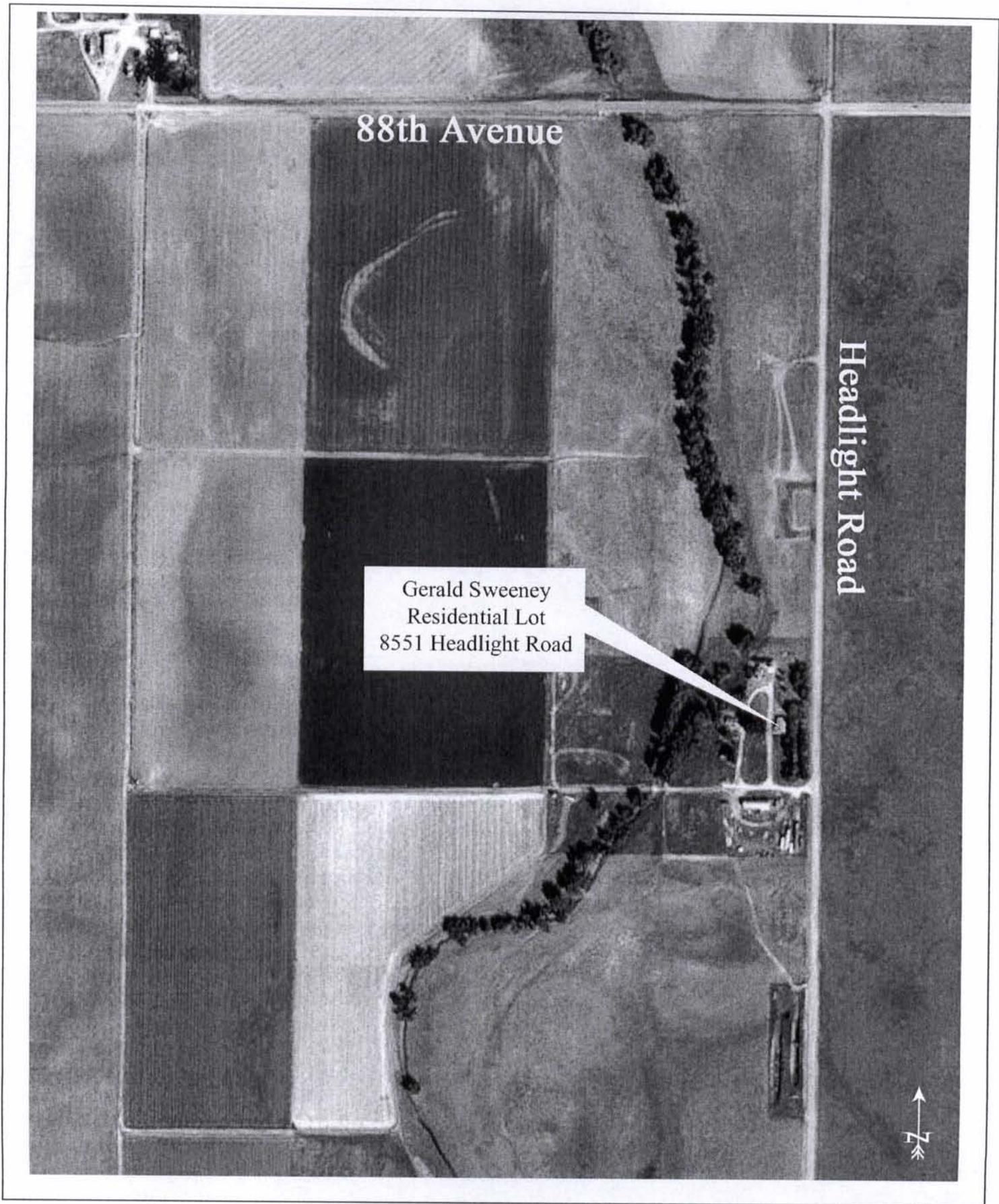
Signed this _____ day of _____, 20__ .

CITY OF WESTMINSTER

RESIDENT:

By: _____

Title: _____



RESIDENTIAL LEASE

 1. Parties

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

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

Name Bob Krugmire, Water Resources Engineer

Address City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

Phone 303-430-2400, Ext. 2181

 2. Leased Premises

The City hereby leases to resident the premises described below:

the house, detached garage, and surrounding residential lot located at 8551 Headlight Road, Strasburg, Colorado, 80136

The premises shall also include:

 3. Term

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on April 1st, 2006 until twelve o'clock noon on January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until January 1, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st.

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

 4. Rent

A. Fixed Term. The total annual rental price for the term of this lease is Four Thousand Eight Hundred Dollars (\$4,800.00), payable prior to December 31st of each year. No proration will be made for the initial term.

B. Rent payments shall be made to:

City of Westminster

Attn: Robert Krugmire, Water Resources Engineer

4800 West 92nd Avenue

Westminster, CO 80031

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

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

5. Notice

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

To the City at 4800 West 92nd Avenue, Westminster, CO 80031
To resident at the premises, or at resident's last known address

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

6. Security Deposit

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

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

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

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

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph F shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 2073, section 38-12-101 et seq.

7. Eviction/holding over

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

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

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

8. Occupancy

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

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

_____ 9. **Use**

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

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

_____ 10. **Utilities**

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

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

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

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

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

_____ 11. **Privacy**

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

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

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

acknowledges that due to the unique nature of this property and the public obligations of the City, the acceptability of a replacement resident is in the City's sole discretion.

_____ **13. Noise and Nuisance**

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

_____ **14. Rules and Regulations**

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

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

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

_____ **16. Furnishings**

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

_____ **17. Repairs and Maintenance**

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

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

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

_____ **18. Constructive Eviction**

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

____ **19. Outside Maintenance**

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

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

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

____ **20. Alterations to Premises**

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

____ **21. Pets**

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

(Insert consent, if any.) _____

____ **22. Parking**

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

____ **23. Insurance**

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

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

____ 24. **Attorney's fees**

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

____ 25. **Liability**

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

____ 26. **Subordination**

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

____ 27. **Waiver**

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

____ 28. **Severability**

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

____ 29. **Joint and Several Liability**

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

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

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

Signed this _____ day of _____, 20__ .

CITY OF WESTMINSTER

RESIDENT:

By: _____

Title: _____

EXHIBIT D

LAND LEASE

____ 1. Parties

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

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

Name Bob Krugmire
Address City of Westminster
4800 West 92nd Avenue, Westminster, Colorado 80031
Phone 303-430-2400

____ 2. Leased Premises

The City hereby leases to lessee the premises described below:

943 acres of pastureland generally located approximately eight miles north of Strasburg, Colorado in Adams County, all as depicted on the description and map attached hereto as Exhibit A.

____ 3. Term

Fixed Term. The term of this lease shall be from 12:00 pm o'clock, January 1st, 2006, to 12:00 pm o'clock, January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until 12:00 p.m. o'clock, January 1, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

____ 4. Rent

A. Fixed Term. The total annual rental price for the term of this lease is Eight Dollars (\$8.00) per acre for a total of Seven Thousand Five Hundred Forty Four Dollars (\$7,544.00), payable prior to December 31st of each year. No proration will be made for a term less than a calendar year.

B. Rent payments shall be made to:

Bob Krugmire
City of Westminster, 4800 West 92nd Avenue, Westminster, Colorado 80031

C. Lessee shall incur and be charged Five Dollars (\$5.00) per day as a late fee for payment of rent received after 5 p.m. o'clock on the 15th day of January

following each lease year. Such fee, which will be considered additional rent, may be collected immediately by the City or, at the City's option, such fee may be withheld from lessee's security deposit if written notice of such intended withholding is provided to lessee within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve the City of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if the City agrees in writing. Lessee should request such waiver by notifying the City on or before the rental due date and mutually arranging an alternative payment date.

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

____ 5. Use

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

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

C. Lessee shall keep no more than a total of _____ animal units per acre on the pasture land at any one time.

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

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

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

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

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

____ 6. City's Obligations

City agrees to furnish the property, and to:

- A. Provide all posts and fence for fence maintenance; and
- B. Pay taxes on land, improvements, and personal property owned by City.

_____ 7. Lessee's Obligations

Lessee agrees to:

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

_____ 8. Compensation for Damage

At the conclusion of this Lease, lessee shall pay to City a reasonable compensation for any damage to the property, for which lessee is responsible, after due allowance is made

for damage resulting from ordinary wear and depreciation or from causes beyond lessee's control.

____ 9. Utilities

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

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

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

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

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

____ 10. Right to Re-Entry

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

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

____ 11. Assignment/Subleasing/Release

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

_____ 12. Nuisance

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

_____ 13. Compensation for Termination of Lease

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

_____ 14. Notice

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

To the City: Director of Public Works and Utilities
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

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

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

_____ 15. Insurance

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

Lessee will carry liability insurance covering bodily injury and property damage in an appropriate amount and to make the City an additional named insured under this liability

policy, and to provide the City with a copy of such insurance policy as evidence of coverage, throughout the term of the lease.

____ 16. Attorney's fees

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

____ 17. Liability

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

____ 18. Subordination

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

____ 19. Waiver

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

____ 20. Severability

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

____ 21. Joint and Several Liability

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

____ 22. Signatures/Amendment of Lease

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

Signed this _____ day of _____, 20____.

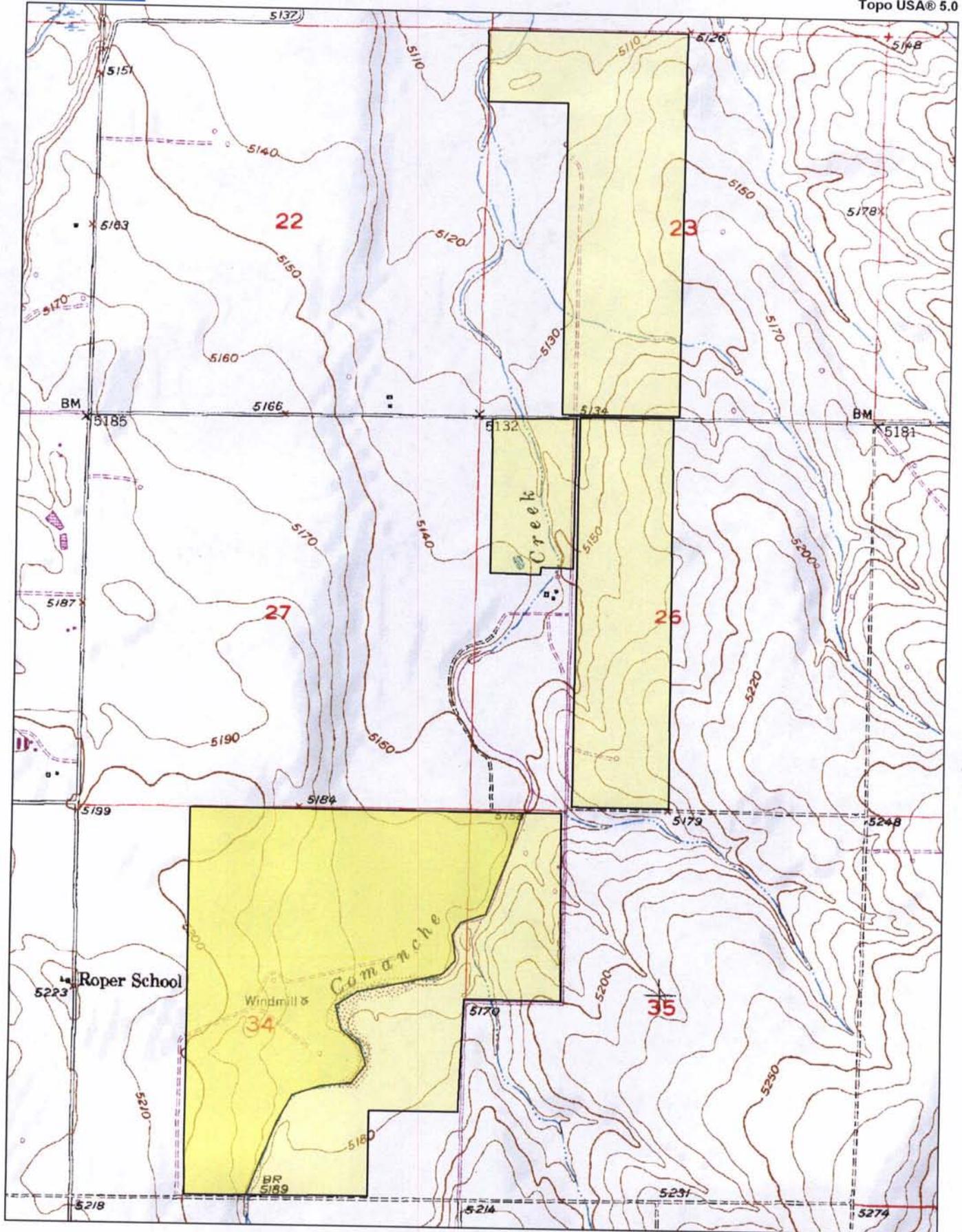
CITY OF WESTMINSTER

LESSEE:

By: _____

Matthew D. Sweeney

Title: _____



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www.delorme.com

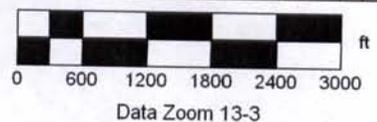


EXHIBIT E

LAND LEASE

_____ 1. Parties

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

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

Name Bob Krugmire
Address City of Westminster
4800 West 92nd Avenue, Westminster, Colorado 80031
Phone 303-430-2400

_____ 2. Leased Premises

The City hereby leases to lessee the premises described below:

220 acres of irrigated land and 100 acres of farmable dry land generally located eight miles north of Strasburg, Colorado in Adams County, all as depicted on the description and map attached hereto as Exhibit A.

The premises shall also include:

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

_____ 3. Term

Fixed Term. The term of this lease shall be from 12:00 p.m. o'clock, January 1st, 2006, to 12:00 p.m. o'clock, January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until January 1st, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st, in which case the lease shall terminate at the end of that calendar year.

_____ 4. Rent

A. Fixed Term. The rental price for the term of this lease shall be Nine Thousand Four Hundred Sixty Dollars (\$9,460.00) for the irrigated acres, Eight Hundred Dollars (\$800.00) for the dry land farm acres, and Nine Hundred Dollars (\$900.00) for the Quonset hut for a total annual rental of Eleven Thousand One Hundred Sixty Dollars (\$11,160.00), payable prior to December 31st of each year. No proration will be made for a term less than a calendar year.

B. Rent payments shall be made to:

Bob Krugmire

City of Westminster, 4800 West 92nd Avenue, Westminster, Colorado 80031

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

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

____ 5. Use

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

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

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

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

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

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

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

_____ 6. City's Obligations

City agrees to furnish the property, and to:

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

_____ 7. Lessee's Obligations

Lessee agrees to:

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

_____ 8. Compensation for Damage

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

____ 9. Utilities

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

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

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

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

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

____ 10. Right to Re-Entry

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

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

____ 11. Assignment/Subleasing/Release

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

____ 12. Nuisance

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

____ 13. Compensation for Termination of Lease

A. If terminated for cause, no compensation will be paid to lessee.

B. If terminated at the end of the five year term, no compensation will be paid lessee.

C. If terminated at the end of any annually renewable year, compensation will be as follows:

____ 14. Notice

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

To the City: Director of Public Works and Utilities
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

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

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

____ 15. Insurance

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

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

_____ 16. Attorney's fees

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

_____ 17. Liability

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

_____ 18. Subordination

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

_____ 19. Waiver

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

_____ 20. Severability

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

_____ 21. Joint and Several Liability

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

____ 22. Signatures/Amendment of Lease

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

Signed this _____ day of _____, 20__ .

CITY OF WESTMINSTER

LESSEE:

By: _____

Gerald L. Sweeney

Title: _____

Exhibit A

Gerald Sweeney Agricultural Land Lease

SECTION 22 (100 Acres):

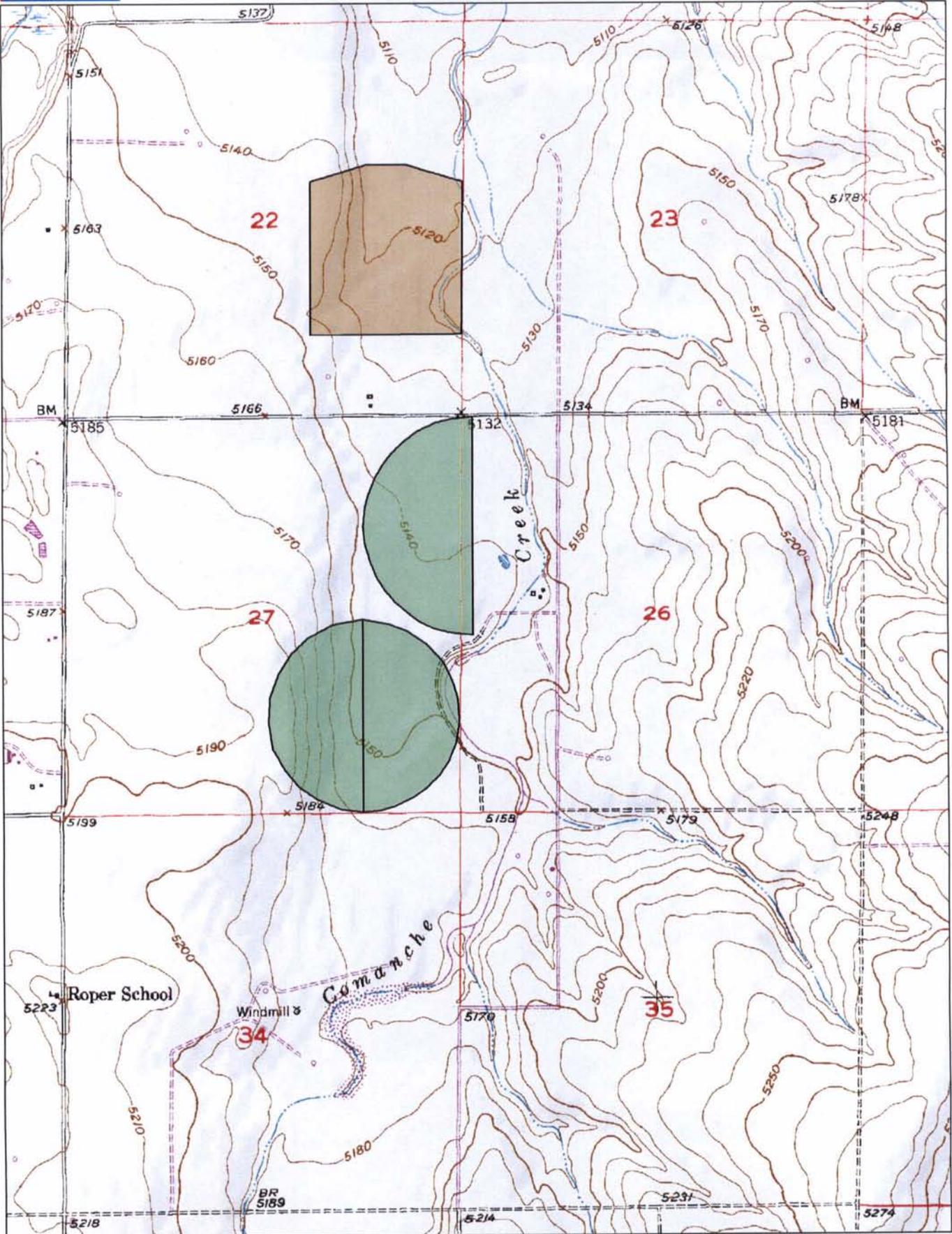
Portion of
N1/2 SE1/4 of Section 22, T02S R62W

Portion of
S1/2 NE1/4 of Section 22, T02S R62W

SECTION 27 (220 Acres):

SE1/4 of Section 27, T02S R62W

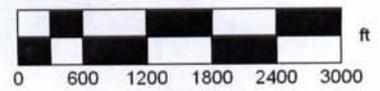
E1/2 NE1/4 of Section 27, T02S R62W



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Data Zoom 13-3

RESIDENTIAL LEASE

1. Parties

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

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

Name Bob Krugmire, Water Resources Engineer

Address City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

Phone 303-430-2400, Ext. 2181

2. Leased Premises

The City hereby leases to resident the premises described below:

the house, garage, and surrounding residential lot located at 57101 East 88th Avenue, Strasburg, Colorado, 80136

The premises shall also include:

3. Term

A. Fixed Term. The initial term of this lease shall be from twelve o'clock noon on April 1st, 2006 until twelve o'clock noon on January 1st, 2007. The lease term shall be automatically renewed on an annual basis, without requirement of further written notice or amendment, until January 1, 2011. Either party may choose not to annually renew for the following year by providing written notice to the other party by December 1st.

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

B. If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

_____ 4. **Rent**

A. Fixed Term. The total rental price for the initial term of this lease is \$7,650.00, and \$10,200.00 for any subsequent years. Of this amount, the first rental payment in the amount of \$850.00 is due on April 1, 2006. The remainder is payable in monthly installments of \$850.00 each, due on the first day of each month, beginning May 1, 2006.

B. Rent payments shall be made to:

City of Westminster

Attn: Robert Krugmire, Water Resources Engineer

4800 West 92nd Avenue

Westminster, CO 80031

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

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

_____ 5. **Notice**

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

To the City at 4800 West 92nd Avenue, Westminster, CO 80031

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

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

_____ 6. **Security Deposit**

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

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

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

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

E. The City, at the City's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph F shall relieve the City of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 2073, section 38-12-101 et seq.

7. Eviction/holding over

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

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

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

8. Occupancy

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

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

_____ **13. Noise and Nuisance**

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

_____ **14. Rules and Regulations**

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

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

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

_____ **16. Furnishings**

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

_____ **17. Repairs and Maintenance**

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

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

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

Excessive damage to the premises by resident, members of resident's household, pets, or guests shall be grounds for the City to evict resident.

 18. Constructive Eviction

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

 19. Outside Maintenance

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

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

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

 20. Alterations to Premises

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

 21. Pets

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

(Insert consent, if any.) _____

 22. Parking

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

 23. Insurance

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

_____ **24. Attorney's fees**

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

_____ **25. Liability**

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

_____ **26. Subordination**

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

_____ **27. Waiver**

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

_____ **28. Severability**

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

_____ **29. Joint and Several Liability**

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

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

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

Signed this _____ day of _____, 20____ .

CITY OF WESTMINSTER

RESIDENT:

By: _____

Title: _____



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 10, 2006



SUBJECT: Resolution No. 26 re: Annual Large Item Cleanup Program

Prepared By: Dave Cantu, Contract Maintenance Foreman
Ray Porter, Street Operations Manager

Recommended City Council Action

1. Authorize the City Manager to sign a contract with the low bidder, Waste Management of Colorado in the amount of \$175,000 to provide large item cleanup services.
2. Adopt Resolution No. 26 authorizing the transfer of \$66,552 from the General Fund contingency account into the Department of Public Works and Utilities Street Operations Solid Waste Collection account.

Summary Statement

- City Council approved funds in the 2006 Street Operations (\$85,945), and Utilities Field Operations (\$26,000) budgets for the Annual Large Item Cleanup Program.
- The City of Westminster received two bids for the 2006 Large Item Cleanup Program. The lowest response bid was \$63,055 over budget for the service and, an additional \$3,497 is required to cover printing and mailing costs for a total additional cost of \$66,552.
- On March 20, 2006, the City Council directed the City Manager to proceed with the Annual Large Item Cleanup Program with additional funding from the General Fund contingency.
- Formal bids were solicited from eight contractors with two responding.
- The low bidder, Waste Management of Colorado, meets all of the City bid requirements and has successfully completed similar projects in the Denver metro area.

Expenditure Required: \$178,497, includes a \$3,497 expenditure for extra processing charges to hand-insert and tab the Large Item Cleanup Program article in City Edition

Source of Funds:	Street Operations Division budget	\$85,945
	Utilities Field Operations Division budget	\$26,000
	General Fund contingency	\$66,552

Policy Issue

Should the City Council transfer funds from the General Fund contingency account in order to accomplish the 2006 Annual Large Item Cleanup Program and award the bid to Waste Management of Colorado?

Alternative

City Council has directed staff to proceed with the 2006 program but alternatives to this program include:

- Postpone cleanup until fall and explore viable alternatives.
- Consider discontinuance of the program.

Background Information

The City Council previously authorized Staff to proceed with the Large Item Cleanup Program for 2006. The purpose of this proposed action is to accomplish the transfer of \$66,552 of the \$178,497 cost of the program from the General Fund contingency account into the appropriate Street Operations Division budget account for expenditure and award the bid.

- The following sealed bids were received:

Waste Management of Colorado	\$175,000
Allied Waste Services of Denver*	\$158,000
Staff estimate	\$111,945

* Did not bid the defined scope of service as specified in bid document and was not considered a responsive bidder.

- City staff's estimated cost of \$111,945 included an increase over 2005 of approximately 8.15%. The actual 2006 increase is approximately 59%. A substantial portion of the increase is attributed to rising fuel costs.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **26**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**CONTINGENCY TRANSFER
ANNUAL LARGE ITEM CLEANUP PROGRAM**

WHEREAS, the City Council agrees to continue to provide the service of the 2006 Spring Large Item Cleanup, a long standing popular program with Westminster residents.

WHEREAS, contractor bids to accomplish the program were considerably over budgeted and approved funding, requiring a \$66,552 transfer of funds from the General Fund contingency account into the Department of Public Works & Utilities, Street Operations Division, Solid Waste Collection account for expenditure.

WHEREAS, the General Fund contingency balance is \$1,000,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER THAT:

1. \$66,552 be transferred from the 2006 General Fund contingency to the appropriate 2006 Operating Budget account as follows:

2006 General Fund contingency account (10010900.79900.0000)	(\$66,552)
2006 Department of Public Works & Utilities Street Operations Division Solid Waste Collection account (10035450.67300.0000)	+\$66,552

PASSED AND ADOPTED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, April 10, 2006. Mayor McNally, Mayor Pro Tem Kauffman and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the March 27, 2006 regular meeting were approved.

Council proclaimed April 22, 2006, as Arbor Day and Earth Day in the City of Westminster, and accepted the Tree City USA Award and Tree City Growth Award presented by Keith Wood, a member of the Colorado State Forest Service.

Council approved the following: Ambulance Billing Contract; 88th Avenue Median Contract; Public Safety Center Emergency Generator Replacement Contract; Adams County Tax Lien Purchase at West 69th Place and Lowell Blvd; Adams County Tax Lien Purchase at West 72nd Avenue and Newton Street; final passage of CB No. 17 re amendments to the Comprehensive Land Use Plan; final passage of CB No. 18, 19 and 20 re annexation, CLUP amendment and zoning re the Kalmar Property; and final passage of CB No. 21, 22 and 23 re annexation, CLUP amendment and zoning re the Walnut Creek Property; final passage of CB No. 24 re Water and Wastewater Tap Fees; and final passage of CB No. 25 re lease agreement for the former Slapshot Hockey Center.

Council conducted public hearings to consider the third amended PDP for Parkland Planned Unit Development; and the Sheridan Blvd Right-of-Way annexation between Turnpike Drive and 84th Avenue.

Council adopted the following resolutions: Res. No. 25 re annexation findings concerning the Sheridan Blvd Right-of-Way and Resolution No. 26 re Annual large Item Cleanup Program transfer of funds.

The following Councillors' Bills were passed on first reading:

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: annexation of Sheridan Blvd Right-of-Way.

A BILL FOR AN ORDINANCE APPROVING SIX LEASE AGREEMENTS FOR CITY-OWNED PROPERTY KNOWN AS THE STRASBURG NATURAL RESOURCE FARM. Purpose: approve six lease agreements for the City's Strasburg Natural Resource Farm.

The meeting adjourned at 7:34 p.m.

By Order of the Westminster City Council
Carla Koeltzow, Deputy City Clerk
Published in the Westminster Window on April 20, 2006

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

WHEREAS, the City maintains a Comprehensive Land Use Plan that regulates land uses within the City; and

WHEREAS, the City Council has annexed new properties to the City specifically described below; and

WHEREAS, an amendment of the Plan is necessary to provide a land use designation for the annexed property and to keep the Plan up to date; and

WHEREAS, the Planning Commission has reviewed the proposed amendment at a noticed public hearing and has recommended approval to the City Council.

NOW THEREFORE, the City Council hereby finds that the required procedures for amending the Comprehensive Land Use Plan as delineated in the Westminster Municipal Code have been satisfied.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps of the Westminster Comprehensive Land Use Plan which are necessary to alter the designation of the properties depicted on the exhibit maps attached, which are incorporated herein by reference as follows:

Map 1: From Major Creek Corridor Non-Public to City Owned Open Space.

Map 2: From Business Park and Major Creek Corridor Non-Public to Public/Quasi public and City Owned Open Space.

Map 3: From Public Parks to City Owned Open Space.

Map 4: From Public Parks to Private Parks.

Map 5: From R 3.5 Residential, Major Creek Corridor Non-Public, Office Residential and City Owned Open Space to City Owned Open Space and Public/Quasi Public.

Map 6: From Public Park to City Owned Open Space.

Map 7: From Office to City Owned Open Space.

Map 8: From Traditional Mixed Use to Private Parks/Open Space.

Map 9: From Traditional Mixed Use to Private Parks/Open Space.

Map 10: From 2.5 Residential, to City Owned Open Space and Private Parks/Open Space.

Map 11: From Public Parks/Open Space to Public/Quasi Public.

Map 12: From Private Parks/Open Space to Public Parks.

Map 13: From City Owned Open Space, to R-1 Residential.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

(Maps referenced are not published but are on file and available for review in the City Clerk's office)

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

WHEREAS, pursuant to the laws of the State of Colorado, the owners of one-hundred percent of the area, described below presented to and filed with the City Clerk of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

WHEREAS, City Council has found that the petition and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

WHEREAS, City Council has heretofore adopted Resolution No. 23 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the property legally described below, requesting a change in the land use designations from "unincorporated" to "R-2.5 Residential" for the Kalmar property also known as 9505 Teller Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14th, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Policy A1c, which states that annexation of County enclaves will be considered on a case by case basis, taking into consideration fiscal, social and land use factors.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on attached Exhibit A) to "R-2.5 Residential":

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

Section 3. 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 4. This ordinance shall take effect upon its passage after second reading.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the zoning of the property described below from Jefferson County A-1 to City of Westminster R-E zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.

b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.

c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.

d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.

e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-1 to City of Westminster R-E. A parcel of land located in Section 23, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

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

WHEREAS, City Council has found that the application and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot 8 S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning; Containing 516891 square feet or 11.8662 acres more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been initiated by the City pursuant to W.M.C. §11-4-16(D) (1), for the property legally described below (and graphically depicted on Exhibit A), requesting a change in the land use designations from "unincorporated" to "City Owned Open Space" for the Walnut Creek R-1 property located within the Walnut Creek Subdivision.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Goal H4 which encourages Enhancement of the City's open space system to preserve and protect natural areas, vistas and view corridors, and to complete the open space and trail system.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on Exhibit A to City Owned Open Space):

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5)

N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

Section 3. 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 4. This ordinance shall take effect upon its passage after second reading.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the zoning of the property described below from Jefferson County A-2 to City of Westminster O-1 zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.

b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.

c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.

d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.

e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-2 to City of Westminster O-1. A parcel of land located in Section 8, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5)

N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

**A BILL
 FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE
 CONCERNING THE CITY'S WATER REGULATIONS AND SANITARY SEWERAGE
 REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

WHEREAS, the City of Westminster operates a water and wastewater enterprise utility; and

WHEREAS, the City Charter requires that the utility be self-supporting; and

WHEREAS, the City wishes to equitably distribute costs throughout user classes.

NOW, THEREFORE, be it ordained by the City Council of the City of Westminster as follows:

Section 1. Section 8-7-3, subsections (B) and (C), W.M.C., is hereby AMENDED to read as follows:

8-7-3: TAP FEE:

(B) Residential Fee Schedule: The Residential water tap fee is based on a 5/8 x 3/4 inch meter and is assessed on a per dwelling unit basis as determined by the ratio of water usage of various dwelling unit types to single-family detached dwelling units.

The water tap fee schedule shall be in effect for all residential tap fee payments made ~~on or after July 1, 2002~~ APRIL 10, 2006, pursuant to ~~Section 8-7-2(C)~~:

The residential tap fees shall be calculated by applying the respective service commitment factor to both the water resources fee and the treated water investment fee on a per unit basis plus the applicable connection fee based upon meter size on a per meter basis plus any applicable fire protection charge.

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00
Connection charge	

connection charge is based on installed meter size (see below), and assessed on a per tap basis in accordance with the connection charge contained in Section 8-7-3(C). Such fee may be periodically adjusted by the city manager to reflect current costs.

Residential Connection	Single Family Detached	Mobile Home Space	<10 du Per net Acre	≥10 du And <24 Du per Net acre	≥24 du Per net Acre	Elderly Housing
Sc factor	1.0	1.0	0.7	0.5	0.4	0.35

Tap fees for irrigation of right-of-way, medians, open space, greenbelt, and private park areas are not included in the individual unit water tap fee listed above for residential. Tap fees for irrigated areas immediately adjacent to single-family attached and multi-family buildings are included in the individual unit tap fee listed above.

Separate irrigation water taps and meters shall be required for all residential developments other than single-family detached lots. In any instance where a separate water tap is required and where the associated tap fee is included in the individual unit water tap fee, the customer shall only pay the associated connection charge.

Irrigation tap fees are required based on the area and type of landscaping. Landscape types are defined as either standard or low-water. Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in any residential development are not included in the individual unit water tap fees listed above. Tap fees for these uses, and separate irrigation taps shall be calculated using the process listed in 8-7-3 (C), the non-residential tap fee process, of this Section.

An irrigation water tap shall be used only for irrigation purposes. Each irrigation water tap shall be assigned a service address and billing account in the name of the property owner or manager.

(C) The following water tap fee calculation method shall be in effect for all non-residential tap fee payments made on or after July 1, 2002 APRIL 10, 2006, pursuant to ~~Section 8-7-2(C)~~:

METER SIZE (INCHES)	<u>TREATED WATER INVESTMENT SERVICE COMMITMENTS</u>	CONNECTION CHARGE*
5/8"	1.0	\$275 283
3/4"	1.5	\$275 283
1"	2.5	\$220 226
1-1/2"	5.0	\$220 226
2"	8.0	\$275 283
3"	17.5	\$330 340
4"	30.0	\$385 396
6"	62.5	\$440 453
8"	90	\$495 511

*SUBJECT TO ADJUSTMENT PER SECTION 8-7-3(A)(6)

Each tap shall have a minimum of one water resource and treated water investment service commitment assigned except as noted in 8-7-4(C).

Tap fees for irrigation taps shall be calculated as follows: ~~\$0.89~~ 1.43 per square foot for standard landscaping requiring an annual application of more than nine (9) ~~inches~~ GALLONS, and up to eighteen (18) ~~inches~~ GALLONS of water per square foot; ~~\$0.45~~ 0.72 per square foot for low water landscaping requiring an annual application of up to nine (9) ~~inches~~ GALLONS of water per square foot.

Non-residential tap fees shall be calculated based upon the estimated annual consumption, business type, and tap size required as calculated by multiplying the water resource service commitments based on annual usage and the treated water investment service commitments based on meter size using methods and estimates developed by the City's Public Works and Utilities Department, and adding the connection charge for the meter size determined.

The base water tap fee components shall include the water resources fee, the treated water investment fee and the connection fee. The base water resources fee and treated water investment fee shall be based upon the components fees as set for the 5/8 x 3/4 inch single family detached residential tap fee. The connection fee shall be based on installed meter size, and assessed on a per tap basis in accordance with the connection charge contained in 8-7-3(C).

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00

Connection charge connection charge is based on installed meter size (see above), and assessed on a per tap basis in accordance with the connection charge contained in section 8-7-3(c). Such fee may be periodically adjusted by the city manager to reflect current costs.

The water resources and treated water investment portions of the tap fee may be implemented at rates below 100%. The connection charge fee shall be implemented to cover 100% of the cost to the city.

The following schedule shall be used to increase implementation of the tap fees to 100%.

July 1, 2002, 80% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.

April 1, 2003, 90% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.

April 1, 2004, 100% of the total tap fee and the connection fee and any annual CPI increase.

The water resources and treated water investment portions of the tap fee for City owned facilities may be implemented at rates below 100% at the direction the city manager or his designee.

The City shall review applicant's determination of water tap and meter size, and may adjust water tap fee charges if the projected water use is more than the maximum service commitment for the corresponding meter size listed in this paragraph.

Section 2. Section 8-8-5, subsection (B), W.M.C., is hereby AMENDED to read as follows:

8-8-5: SERVICE AND USER CHARGES:

(B) RATE SCHEDULES:

1. Residential Fee Schedule: Residential sewer tap fees are based on a five-eighths inch (5/8") by three-quarter-inch (3/4") water tap size and assessed on a per-dwelling unit basis equivalent to the

ratio of water usage of various dwelling unit types to single-family detached dwelling units. Single family detached sewer tap fees for any other water meter size shall be based on the non-residential sewer tap fee schedule pursuant to Section 8-8-5(B)(2).

The following residential sewer tap fee calculation method shall be in effect for all tap fee payments made ~~on or after July 1, 2002 pursuant to Section 8-8-5(C)~~ APRIL 10, 2006:

Residential sewer tap fees shall be based on two of three components: the transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the number of units times the service commitment factor associated with the dwelling type as defined below:

RESIDENTIAL CONNECTION	SINGLE FAMILY DETACHED	MOBILE HOME SPACE	<10 DU PER NET ACRE	≥10 DU AND <24 DU PER NET ACRE	≥24 DU PER NET ACRE	ELDERLY HOUSING
SC FACTOR	1.0	1.0	0.7	0.5	0.4	0.35

The treatment facilities fee shall be calculated as the current base treatment facilities fee times the number of living units. For purposes of the treatment facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the metro wastewater reclamation district.

The metro facilities fee shall be calculated as the current base metro wastewater fee, as same shall be set by the metro district, times the number of units. For purposes of the metro facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the Metro Wastewater Reclamation District.

~~2002~~ 2006 base sewer tap fees are as follows:

Transport facilities fee	\$1,018.00 1,400.00
Treatment facilities fee	\$1,400.00 1,820.00
Metro facilities fee	\$1,400.00 1,820.00

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in single-family detached, single-family attached, and multi-family developments are not included in the individual unit sewer tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Sub-paragraph 2, non-residential fee schedule, below.

2. Non-Residential Fee Schedule: Non-residential sewer tap fees are based on the sum of the following service commitment factors, associated with the size of the water tap(s) used by the building served by a single sewer tap. The table below determines the appropriate service commitment factor.

Meter Size in Inches	Metro District Service Commitments
5/8 x 3/4	1.0
3/4	1.9
1	4.5
1-1/2	11.0
2	20.0
3	42.0
4	76.0
6, 8, 10, 12	Alternate Calculation Method

The following sewer tap fee calculation method shall be in effect for all non-residential tap fee payments made ~~on or after July 1, 2002 pursuant to section 8-8-5(C)~~ APRIL 10, 2006:

Non-residential sewer tap fees shall be based on two of three components: transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the service commitment factor associated with the meter size as defined above. The treatment facilities fee and the metro facilities fee shall be calculated as the base treatment facilities fee or base metro facilities fee times the service commitment factor associated with the meter size as defined above.

2002 2006 base sewer tap fees are as follows:

Transport facilities fee	\$1,018.00 1,400.00
Treatment facilities fee	\$1,400.00 1,820.00
Metro facilities fee	\$1,400.00 1,820.00

Alternate calculation method: new connections served by multiple new water service taps with a combined service commitment of greater than or equal to 205 shall have the number of service commitments determined as for connections with service taps 6" or larger.

For water service taps 6" or larger, the number of service commitments for calculating the sewer tap fee shall be determined from the following formula:

$$SC's = \frac{\text{Flow} \times F}{225} + \frac{\text{BOD} \times B}{1.576} + \frac{\text{SS} \times S}{1.576} + \frac{\text{TKN} \times T}{0.236}$$

Where: flow = estimated flow, GPD (peak month); BOD = estimated BOD, lbs/day (peak month); SS = estimated suspended solids, lbs/day (peak month); TKN = estimated total nitrogen, lbs/day (peak month).

At minimum, the following values shall be used in the above formulas:

TAP SIZE	FLOW	BOD	SS	TKN
6"	45,125	323.13	323.13	48.47
8"	74,250	520.17	520.17	78.02
10"	136,125	953.64	953.64	143.05

The City shall make the final determination of the estimated flow, BOD, SS and TKN used to determine the number of service commitments for each new connection, which is subject to the above formula.

Following are the fractions used for the treatment of flow and loadings, effective ~~July 1, 2002~~ APRIL 10, 2006: flow (F) = ~~0.5459~~ 0.5543, BOD (B) = ~~0.2187~~ 0.2091, SS (S) = ~~0.1647~~ 0.1601, TKN (T) = ~~0.0707~~ 0.0765.

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee contained in this paragraph shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

The City shall review applicant's determination of sewer tap size and may adjust sewer tap fee charges if the projected water use is more than the maximum service commitment for the corresponding water meter size listed in this paragraph.

Section 3. This ordinance shall take effect upon its passage after second reading. However, for any construction within a project for which an Official Development Plan (ODP) has been approved as of the effective date of this Ordinance, and for which a building permit has been issued, the fee increases provided for by this Ordinance shall not take effect until October 10, 2006. 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 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

A BILL

**FOR AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF WESTMINSTER,
HYLAND HILLS PARK AND RECREATION DISTRICT, AND ROCKY MOUNTAIN SPORTS
TRAINING INC., FOR THE FORMER SLAPSHOT HOCKEY CENTER LOCATED AT 94TH
AVENUE AND PERRY STREET, WESTMINSTER, CO.**

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and Hyland Hills Park and Recreation District, which makes the City and the District co-owners of Carroll Butts Park and the former Slapshot Hockey Center building, located in the City and the District, at 94th Avenue and Perry Street, Westminster, Colorado; and

WHEREAS, the City and Hyland Hills have selected Rocky Mountain Sports Training Inc., as the new lessee of the former Slapshot Hockey Building; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties; and

WHEREAS, the City Charter requires such leases to be approved by ordinance,

THE CITY OF WESTMINSTER ORDAINS:

Section 1: That certain lease between the City and Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise (as Landlord), and Rocky Mountain Sports Training Inc., (as Tenant) for the lease of the former Slapshot Hockey Center located at 94th Avenue and Perry Street, Westminster, CO, is approved and the City Manager is authorized to execute it in substantially the same form as attached hereto as Exhibit "A."

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.

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 of its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April 2006.

(Exhibit "A" referenced is not published but is on file and available for review in the City Clerk's office)