



W E S T M I N S T E R
C O L O R A D O

July 23, 2001
7:00 P.M.
AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance

2. Roll Call

3. Consideration of Minutes of Preceding Meetings

4. Presentations

- A. Recognition of Former Environmental Advisory Board Member, Steve Johnson

5. Citizen Communication (5 minutes or less)

6. Report of City Officials

- A. City Manager's Report

7. City Council Comments

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda

- A. Financial Report for June, 2001
- B. Contract for Outsourcing Selected Debt Management Duties
- C. Output Technologies Contract Extension
- D. Insurance Report: January-June, 2001
- E. Open Space Adoptions
- F. Raw Water Pipeline Construction Contract Award
- G. CB No. 44 re Western Gas Resources, Inc. Business Assistance Package (Atchison-Hicks)
- H. CB No. 46 re CLUP Amendment for Bruchez Property (Atchison-Moss)
- I. CB No. 47 re Park Development Credits for Village at Harmony Park (Moss-Atchison)
- J. CB No. 48 Annexation of Telleren area (Atchison-Kauffman)
- K. CB No. 49 Zoning Telleren area (Atchison-Kauffman)
- L. CB No. 50 CLUP amendment Telleren property (Atchison-Kauffman)
- M. CB No. 51 Annexing Webber property (Kauffman-Atchison)
- N. CB No. 52 Zoning Webber property Planned Unit Development (PUD) (Kauffman-Atchison)

9. Appointments and Resignations

None

10. Public Hearings and Other New Business

- A. Councillor's Bill No. 53 re Inline Endeavors L.L.C., Lease Agreement for Former Hyland Hills Ice Arena
- B. Resolution No. 49 re Grant Applications to the AdCo Open Space Program
- C. Councillor's Bill No. 54 re Supplemental Appropriation of Grant Awards into the Open Space Program
- D. Resolution No. 50 re Adoption of Trails Master Plan
- E. Councillor's Bill No. 55 re Wadsworth Estates Subdivision Supplemental Appropriation
- F. Council Assignments

11. Old Business and Passage of Ordinances on Second Reading

- A. TABLED Councillor's Bill No. 41 re Definitions Ordinance (Moss-Dixon)
- B. TABLED Councillor's Bill No. 42 re Unlicensed Vehicle Definition (Merkel-Atchison)
- C. CB No. 45 re Permitted Uses in C1, C2 and M1 Zone Districts (Atchison-Moss)

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

- A. City Council

B. Request for Executive Session

13. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JULY 23, 2001 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL:

Mayor Heil, Mayor Pro Tem Dixion, Councillors Atchison, Hicks, Kauffman and Moss were present at roll call. J. Brent McFall, City Manager; Sharon Widener, Assistant City Attorney; and Michele Kelley, City Clerk were also present. Absent was Councillor Merkel.

CONSIDERATION OF MINUTES:

Councillor Atchison moved, seconded by Councillor Hicks to accept the minutes of the meeting of July 9, 2001 with no corrections or additions. The motion carried unanimously with Mayor Heil abstaining.

PRESENTATIONS:

Mayor Heil and Matt Lutkus, Deputy City Manager for Administration, presented a certificate of appreciation to Steve Johnson for his service on the Environmental Advisory Board.

CITIZEN COMMUNICATION:

Mike Castillo, 7690 Hooker St, addressed Council regarding the noise from US 36 and no fence in their area to deaden the sound.

CITY MANAGER REPORT:

City Manager commended the Police Department on the kidnapping incident at AVAYA on Saturday, July 20.

City Manager requested removing Councillor's Bill Nos. 48, 49, and 50 re Telleren property from the consent agenda and tabling action on these items until August 13.

COUNCIL COMMENTS:

Councillor Atchison moved, seconded by Mayor Heil, to grant an extended leave to Councillor Ann Merkel. The motion carried unanimously.

Councillor Hicks commented on the volunteer barbecue the City had on Thursday to recognize the volunteers in the City.

Mayor Pro-Tem Dixion commented on the Energy Employees Compensation Resource Center that opened on Monday in Westminster for Rocky Flats employees.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Financial Report for June, 2001; Contract for Outsourcing Selected Debt Management Duties; Output Technologies Contract Extension; Insurance Report: January-June, 2001; Open Space Adoptions; Raw Water Pipeline Construction Contract Award; CB No. 44 re Western Gas Resources, Inc. Business Assistance Package; CB No. 46 re CLUP Amendment for Bruchez Property; CB No. 47 re Park Development Credits for Village at Harmony Park; CB No. 48 Annexation of Telleren area; CB No. 49 Zoning Telleren area; CB No. 50 CLUP amendment Telleren property; CB No. 51 Annexing Webber property; CB No. 52 Zoning Webber property Planned Unit Development (PUD).

Westminster City Council Minutes

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The Mayor asked if there was any member of Council or anyone from the audience who would like to have any other consent agenda items removed for discussion purposes or separate vote. There was no request. Councillor Atchison moved, seconded by Mayor Pro-Tem Dixion to adopt all items on the Consent Agenda except CB No. 38, 49, and 50, which will be tabled until August 13. The motion carried unanimously.

CB NO. 53 RE INLINE ENDEAVORS LEASE AGREEMENT FORMER HYLAND HILLS ICE ARENA

Councillor Moss moved, seconded by Councillor Hicks to pass Councillor's Bill No. 53 on first reading, authorizing the City Manager to sign a lease agreement with Hyland Hills Park and Recreation District (through its recreational facilities enterprise), and Inline Endeavors L.L.C. for the lease of the former Hyland Hills Ice Arena located at 94th Avenue and Perry Street. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 49 RE GRANT APPLICATIONS TO THE ADCO OPEN SPACE PROGRAM

Councillor Atchison moved, seconded by Councillor Hicks to adopt Resolution No. 49 authorizing the submittal of open space grant applications for Big Dry Creek Open Space and Trail Corridor and Willowbrook Park and be a contributing partner for the grant application for Career Enrichment Park to the Adams County Open Space Program and Great Outdoor Colorado. Upon roll call vote, the motion carried unanimously.

CB NO. 54 SUPPLEMENTAL APPROPRIATION OF GRANT AWARDS INTO OPEN SPACE PROGRAM

Mayor Pro-Tem Dixion moved, seconded by Councillor Hicks to pass Councillor's Bill No. 54 on first reading appropriating \$745,000 into the Open Space Fund. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 50 RE ADOPTION OF TRAILS MASTER PLAN

Councillor Kauffman moved, seconded by Mayor Pro-Tem Dixion to approve Resolution No. 50 approving the City of Westminster revised Trails Master Plan dated June 25, as a planning guide for future trails projects in the City. Upon roll call vote, the motion carried unanimously.

CB NO. 55 RE WADSWORTH ESTATES SUBDIVISION SUPPLEMENTAL APPROPRIATION

Mayor Pro-Tem Dixion moved, seconded by Councillor Kauffman to pass Councillor's Bill No. 55 on first reading appropriating \$63,830 to the appropriate Capital Project Account for improvements to Old Wadsworth at 96th Avenue. Upon roll call vote, the motion carried unanimously.

COUNCIL ASSIGNMENTS

Councillor Atchison moved, seconded by Mayor Pro-Tem Dixion to appoint the following Councillors to the following assignments: **Herb Atchison:** JEFFCO Mayor/Commissioner/Manager, Rocky Flats Coalition of Local Governments, Jeffco Economic Council, JEFFCO Dinner; **Sam Dixion:** Volunteer Firefighter Pension Board, Community Artist Series, Rocky Flats Coalition of Local Governments, Adams County Economic Development, ADCOD Dinner, CML Policy Committee; **Nancy Heil:** Urban Drainage and Flood Control District Board of Directors, US 36 MIS, Front Range Water Forum, Volunteer Firefighter Pension Board, Northwest Quadrant Study Management Committee, I-25 Corridor MIS, ADCO Mayor/Commissioner/Manager Breakfast, COW/Hyland Hills/School District 50, Transit Alliance, CML Policy Committee; **Butch Hicks:** National League of Cities Info Tech Committee, SOB – Sexual Orn. Bus. Comm., CML Youth Issues Committee, Quality of Life Commission, Jefferson County Department of Corrections, Transit Alliance, ADCOG Dinner, ADCO Diversion Board, CML Affordable Housing Committee, CML Tax Policy Committee, CML General Municipal Issues Committee, CML Sales Tax Simplification Committee; **Tim Kauffman:** Quality of Life Commission, JEFFCO Dinner; **Ann Merkel:** Westminster Historical Society, I-25 Corridor MIS, Adams County Transportation Issues, Jeffco Transportation Issues, DRCOG, DRCOG Legislative Committee, COW/Hyland Hills/School District 50; **Ed Moss:** Jeffco Transportation Issues, DRCOG. Upon vote on the question, the motion carried unanimously.

TABLED CB NO. 41 AND CB NO. 42

Mayor Pro-Tem Dixion moved, seconded by Councillor Hicks to table Councillor's Bill No. 41 amending definitions in Title 6 and Councillor's Bill No. 42 re unlicensed vehicle definition indefinitely. The motion carried unanimously.

COUNCILLORS BILL NO. 45 RE PERMITTED USES UN C1, C2, AND M1 ZONE DISTRICTS

Councillor Moss moved, seconded by Councillor Atchison amending section 11-4-4 to add the following uses:
(a) Automotive Rental Offices (limited to 20 cars on-site, in good condition (mechanical and exterior) with no car wash, maintenance, or repair facilities, limited to one office per shopping center) to the C1, C2 and M1 districts; and (b) Audio and Visual Sales, Service, and Parts Stores to the C1, C2 and M1 districts. Upon roll call vote, the motion carried unanimously.

ADJOURNMENT:

The meeting was adjourned at 7:35 P.M.

ATTEST

City Clerk

Mayor



Agenda Item 4 A

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Recognition of Former Board and Commission Member

Prepared by: Michele Kelley, City Clerk

Introduction

City Council is requested to present a Certificate of Appreciation in recognition of time dedicated to the City by Steve Johnson who recently resigned from the Environmental Advisory Board.

Summary

During June, Steve Johnson resigned from the Environmental Advisory Board. A Certificate of Appreciation recognizing his time and efforts has been to be presented on behalf of the Mayor and entire Council.

Policy Issues

There are no policy issues with this recognition.

Staff Recommendation

Mayor and Matt Lutkus, Deputy City Manager for Administration to present a certificate of appreciation for dedicated service to Steve Johnson of the Environmental Advisory Board.

Background Information

Steve Johnson was appointed to the Environmental Advisory Board on May 11, 1998, and served continually until his resignation in June, 2001.

Mr. Johnson's participation on the Board included serving as the Board's Secretary. Of the 26 meetings Mr. Johnson served on the Board, he only missed four.

City Council recently implanted a practice whereby Department heads or other Staff participate in the recognition of outgoing board and commission members. Since General Services, Environmental Compliance Staff work with the Environmental Advisory Board, Deputy City Manager for Administration Matt Lutkus will be available Monday evening to provide some background on Mr. Johnson as part of the Mayor's and Council's recognition of his Board service.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 A

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Financial Report for June, 2001

Prepared by: Mary Ann Parrot, Finance Director

Introduction

City Council is requested to review the attached financial statements, which reflect 2001 transactions through June, 2001.

Summary

There are three sections to the attached report:

1. Revenue Summary
2. Statement of Expenditures vs. Appropriations
3. Sales Tax Detail

At this time, typically 50% of revenues and expenditures should be realized after the sixth month in the budget year, unless seasonal fluctuations impact revenue and expenditure streams.

General Fund revenues represent 52% of the total budget estimate while General Fund expenditures and encumbrances represent 48% of the 2001 appropriation.

Utility Fund revenues represent 55% of the total budget estimate. Utility fund expenditures and encumbrances represent 46% of the 2001 appropriation. Water sales are at 53% at this time. Wastewater sales are at 63% at this time.

The Sales and Use Tax Fund revenues represent 52% of the total budget estimate, while expenditures and encumbrances in that fund represent 50% of the 2001 appropriation. Total Sales and Use Tax revenues for the 25 shopping centers reported decreased 1% from the same period last year and increased 2% year-to-date.

The Open Space Fund revenues represent 72% of the total budget estimate while expenditures and encumbrances in that fund represent 57% of the 2001 appropriation.

The Legacy Ridge Golf Course Fund operating revenues represent 38% of the total budget estimate while operating expenditures and encumbrances represent 45% of the 2001 appropriation. Operating revenues for Heritage represent 35% of the total budget estimate while operating expenditures and encumbrances represent 54% of the 2001 appropriation. Seasonal fluctuations are the reason for revenues falling below budget.

Policy Issues

According to City Charter, Sections 4.8(i) and 9.6, City Manager is required to submit financial statements quarterly, or more often, as the Council directs. The monthly financial report is prepared by the Finance Department and presented by the City Manager to City Council for review and approval.

Staff Recommendation

Accept the report as presented.

Background

Sections 4.8(i) and 9.6 of the City Charter requires that the City Manager provide, at least quarterly, financial data showing the relationship between the estimated and actual revenue expenditures to date.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



Agenda Item 8 B

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Contract for Outsourcing Selected Debt Management Duties

Prepared by: Mary Ann Parrot, Finance Director

Summary

City Council is requested to approve the attached contract, in substantially the same form, for outsourcing selected debt management functions. Funds are available in the Finance and Public Works department for the remainder of Year 2001, with the remaining funds to be budgeted in the respective new bond issues planned for 2001-2002.

Policy Issue(s)

Does City Council approve of outsourcing selected administrative and analytical functions of the debt management duties for the next 1 to 1½ years and charging a portion of this expense to 2001/2002 bond issues, to enable Staff to hire a debt management consultant on a half-time basis?

Staff Recommendation

Approve a contract with Peggy Dowswell, as an independent contractor to assist Staff with issuing new bonds in 2001-2002 and to assist them in compliance and reporting on the current portfolio of nineteen bond issues. The contract is for \$45 per hour, not to exceed \$75,000, includes an escalator clause for reflecting an annual CPI increase in the hourly rate, and shall be financed out of existing budgets for 2001 and costs of issuance for bonds planned for 2001-2002.

Alternative(s)

1. Do not contract for these services. This is not recommended, as Staff is currently overloaded and this assistance is seen as a critical need to more proactively manage and meet bond covenants and other requirements.
2. Issue an RFP for this type of service, or otherwise go out to the market to hire this type of service on a competitive basis. This is also not recommended, because in fact, Staff has been in the market for the past 9 months, searching and interviewing qualified and non-qualified individuals in a search for the assistance they need.

Background Information

In a Staff Report dated July 11, 2001, City Council directed Staff to negotiate a contract with Ms. Dowswell and return to City Council for approval of the contract.

The scope of the contract will consist of work on existing bond issues and the new issues coming up. That listing is attached in table form at the back of the contract, which is attached to this agenda memo.

Contract for Outsourcing Selected Debt Management Duties
Page 2

In summary Ms. Dowswell will be working on the following bond issues:

- 4 new issues for 2001-2002 consist of
 - COPs (Public Safety Building)
 - New Water Treatment Plant and Refunding 1994s,
 - Sales Tax Bond Issue for 112th and Refunding 1991s,
 - Sales Tax Bond Issue for I-25 in early 2002
- Additional possibilities include:
 - WEDA financing for additional redevelopment project
 - Special District work for 2001-2002 (district creation and formation, ballot questions, bonding to be secured for infrastructure improvements)
- The contract stipulates an hourly rate of \$45 per hour not to exceed \$75,000, from the following funding sources.
 - The funding for the work on new bond issues will come from Costs of Issuance on the new issues, at \$10,000 to \$15,000 per issue. The more complex issues (WEDA, COPS) would be \$15,000, the simpler issues (W/WW, STX) would be \$10,000, unless they involve a refunding, then these would be \$15,000 due to the accounting and follow-up compliance needed on bond issues. Staff has discussed this with the City's bond advisors, Dee Wisor and Jim Lane; they have said that the plan to have this person keep records of hours worked on new issues (and fund the fees through Costs of Issuance) will be adequate to satisfy the IRS rules about working capital limits on bond issues.
 - The funding for the work on existing bond issues will come from funds budgeted this year in Finance (\$15,000) and Public Works and Utilities operating funds (\$15,000).
 - This results in approximately \$65,000 to \$75,000 over the next year to 18 months to pay an independent contractor.

Staff originally estimated they would need one full year (2000 hours) of assistance with the new issues and the existing issues. Staff has trimmed this estimate to a half time person needed for 1 to 1 ½ years (1,000-1,500 hours). The various tasks this consultant would be performing are identified on the table included with the contract, along with the percentage of time needed and the funding source.

This person will also train the City's Financial Analyst, Bob Byerhof, to assume these duties when the contract is at an end.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

Exhibit A

Professional Services to be provided by Peggy Dowswell for the City of Westminster, Colorado.

The services shall consist of those listed below and other analytic needs as they arise.

For prior debt issues / 30% of time	For new issues / 70% of time
1. Review and update the debt matrix for all issues.	Review and update the debt matrix for all new issues.
2. Review and update the covenants and compliance for all issues.	Review transcripts and update covenants for all new issues.
3. N/A	Compile and draft all financial and demographic information.
4. Gather and prepare financial data for rating agency presentation.	Update rating agency presentations for new issues.
5. Review and format data for 15-c-2-12 continuing disclosure documents.	Prepare and format 15-c-2-12 continuing disclosure documents.
6. Research and propose better ways to present 15-c-2-12 information.	Research and propose better ways to present 15-c-2-12 data.
7. N/A .	Prepare and reconcile cash flows to actual expenditures.
8. N/A	Reconcile monthly trustee statements and prepare entries for general ledger.
9. Design and prepare tickler file system to meet all compliance test dates.	Design and prepare tickler file system for compliance test dates.
10. N/A	Prepare all accounting entries for closing of debt or lease issues.
11. Extract all info needed for arbitrage reporting from accounting records.	Prepare in-house information needed for arbitrage reporting.
12. N/A	Prepare all final documentation for archives and easy retrieval when hard copy documentation is needed.

AGREEMENT
TO FURNISH ANALYTICAL DEBT MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into this 26th day of July, 2001, between the **CITY OF WESTMINSTER**, hereinafter called the "City," and **Peggy Dowswell**, hereinafter called the "Contract Employee," is as follows:

WHEREAS, the City performs various analytical debt management functions for which assistance is needed;

WHEREAS, the City desires to engage the Contract Employee to render professional analytical debt management services for the City as described in this Agreement and the Contract Employee is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in charter and statute and sufficient funds have been budgeted for these purposes and are available and other necessary approvals have been obtained;

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

I. CONTRACT EMPLOYEE'S SERVICES AND RESPONSIBILITIES

The Contract Employee will provide the professional services (hereinafter "Services") contained in Exhibit "A" attached hereto and incorporated herein by this reference. This list of Services may be revised from time to time by the City.

II. CONTRACT EMPLOYEE'S FEE

As compensation for the Services described in this Agreement, the Contract Employee shall be paid an hourly fee of \$45.00 which shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The fee shall be due and payable within 15 working days after the Contract Employee has submitted an itemized summary of the hourly work performed and it has been reviewed and authorized for payment by the Finance Director or Treasury Manager. Effective January 1, 2002, the hourly rate shall be adjusted to reflect the Denver-Boulder CPI rate for the year 2001.

III. EXPIRATION

The term of this Agreement shall begin on the date listed above and continue until the contract work is completed or the contract amount not to exceed \$75,000 is attained.

IV. TERMINATION

A. This Agreement may be terminated by either party upon ten (10) days prior written notice to the other party.

B. In the event of termination as provided in this Section, the City shall pay the Contract Employee in full for Services performed through the date of notice of termination plus compensate the Contract Employee for any Services the City deems necessary during the notice period. Fees shall be paid on an hourly basis. Said compensation shall be paid upon the Contract Employee's satisfactory completion of Services.

V. GENERAL PROVISIONS

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

B. Professional Responsibility. In all cases, the quality and quantity of Services must be of the caliber that qualifies as professional, complete, and accurate. The Contract Employee is expected to maintain a professional and courteous demeanor as is customary in an office setting. Failure to produce complete and accurate work or maintain a professional demeanor will be grounds for termination of the Contract.

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

D. Communications. All communications relating to the day-to-day activities for Services shall be exchanged between the respective representatives of the City and the Contract Employee who will be designated by the parties promptly upon commencement of the Services.

E. Assignment. The Contract Employee shall not assign this Agreement in whole or in part, including the Contract Employee's right to receive compensation hereunder.

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

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

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

CONTRACT EMPLOYEE

By _____

Address:

ATTEST: _____
Title
APPROVED AS TO LEGAL FORM

CITY OF WESTMINSTER

By _____
Bob Eichem, Treasury Manager

Address:
4800 West 92nd Avenue
Westminster, CO 80031

ATTEST: _____
CITY CLERK

By _____
City Attorney



Agenda Item 8 C

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Output Technologies Inc. Contract Extension

Prepared By: Bob Eichem, Treasury Manager

Introduction

City Council action is requested to award a one-year contract to Output Technologies, Inc. (Output) for printing and mailing services for utility bills.

Summary

In February of this year, City Council authorized Staff to enter into two one-year contract extensions, renewable annually, with the current provider of the printing and mailing services beginning April 28, 2001. The Output representative indicated the extension was acceptable and that costs would increase no more than the Denver/Boulder CPI used in the original 1998 contract (a cumulative three year increase of 9.3%). The proposed contract did not arrive until June and the proposed increase to extend the contract was over 17%. In addition, the contract was for one year with two annual renewals. The increase was discussed with Output and they stated the account would not be profitable for them if the increase were not approved. The current cost for printing and mailing preparation is approximately \$42,000 annually.

Currently, the city is operating without a contract, as the contract expired on April 27, 2001. Staff has been investigating alternatives, however, there are few vendors large enough to handle the City volume and the quality of the product the vendors produce is a major concern. To ensure the printing and mailing of utility bills continues in a timely manner and to determine the City is receiving the best quality for the price paid, a two-step process is proposed.

- Enter into the new contract for the one-year to provide the printing and mailing service needed in the short term.
- During the first year of the new contract, evaluate the service to determine what other vendors are available to provide the same service. If there are other vendors, issue a request for proposal (RFP) to determine if the best quality is being received for the price being paid. After evaluation, change vendors if beneficial to the City.

Policy Issue

Should the City enter into a one-year contract with Output Technologies Inc. for the printing and mailing services in the Utility Billing program?

Staff Recommendation

Approve the one-year contract with Output Technologies and authorize the Treasury Manager to sign the contract on behalf of the City.

Background Information

Prior to 1996, the printing and mailing of utility bills was accomplished in-house. The lack of staffing and the prohibitive cost of purchasing new capital equipment made this an ideal program for outsourcing. The program was outsourced in 1996 and re-bid in 1998 due to quality of service problems. Output was the only firm that responded to the RFP and they were awarded the contract. Annual increases in the contract were tied to the increase in the Denver/Boulder CPI. The original contract was for three years and expired April 27, 2001. In January of 2001, Staff met with Output. Staff proposed that the recommendation be made to City Council that the three-year contract be extended for two additional years renewable annually. Output agreed and Staff took the recommendation to City Council and the extensions were authorized at the February 12, 2001, Council meeting.

Subsequent to receiving Council approval to extend the contract, Output Staff raised issues about the contract not being profitable. Output stated the contract would be sent to the City in April. It was not received until June and the proposed prices were double the increase of the Denver/Boulder CPI. In addition, it was a one-year contract with options for two additional years.

Staff is currently reviewing options and searching for other vendors. During the interim period, Staff believes it is critical to ensure the City has an ongoing contract for utility bill mailing. Staff is proposing that the one-year contract be accepted. During the first year of the new contact, Staff will determine if other viable vendors are available that can supply the service.

Alternatives to signing the new contract:

1. Not approve the contract with Output and do the RFP now. This is not recommended. There are few vendors that provide this type of service. The City replaced the last vendor due to poor performance and no other vendors responded to the RFP in 1998. Since the current provider is meeting performance targets, Staff believes this alternative could disrupt workflow and not give Staff time to study all options. Currently, the City is operating without a contract and Staff considers it an unacceptable risk to continue in this mode. This service impacts nearly 29,000 customers monthly and an average of over \$2 million per month in cash flow.
2. Bring the service back in-house and print the bills in the Information Technology Department. This option is not feasible given that the cost of the necessary equipment and staffing would run in excess of \$500,000. This would not be a cost effective use of funds since the service can be outsourced for less cost (approximately \$40,000 per year for printing and mailing) and the service can be performed more efficiently through outsourcing.

Respectfully submitted,

J. Brent McFall
City Manager



W E S T M I N S T E R C O L O R A D O

Agenda Item 8 D

Agenda Memorandum

Date: July 23, 2001

Subject: Insurance Report: January-June, 2001

Prepared by: Cindy Wiesley, Interim Risk Management Specialist

Introduction

The following is a list of third party claims filed with the City from January 1, 2001 through June 30, 2001. This report is for City Council information only and requires no action by City Council.

Summary

The information provided on each claim includes the claim number, date of loss, claimant's name and address and a brief summary of the claim and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office to make sure that the interests of both the City and the citizen are addressed in each instance. All of the claims listed in this report are in compliance with City Ordinance No. 1411 of 1984.

For the year to date, Staff has noted the following from the report below:

- Twenty-four of the 41 claims reported in the first and second quarter of 2001 have been paid or denied.
- Claim payments in 2000 were better because the City did not experience a flood as in 1999.
- 1999 – There are 4 claims remaining open from 1999.
- 1998 – All claims from 1998 have been closed.

CLAIM SUMMARY –Year to date 2001, Annual Totals 2000-1998

	<u>2001</u>	<u>2000</u>	<u>1999</u>	<u>1998</u>
	<u>6 months</u>			
Administration	0	0	1	0
Police Professional	5	7	9	12
Auto Liability	10	20	17	21
Streets and Roads	8	8	2	2
Sewer Backups	2	6	30	1
Water Operations	8	10	16	0
General Liability	8	33	14	17
No. of Claims Filed	41	84	89	53
No. of Open Claims	17	10	4	0
Cost of Claims Pd to Date	\$40,513	\$87,444	\$394,661	\$57,603

Police Professional Claims. There were five claims filed, one was denied as the officers were acting within the course and scope of their duties and it was a mutual aid case. The other four cases are under investigation, with two of the cases being mutual aid.

Auto Liability Claims. There were ten claims with eight being rear-end accidents. The other two accidents were minor. Five claims have been closed, the other five are either in the process of settlement or under investigation. Damages paid year to date are \$36,294.03

Streets and Roads Claims. There were eight claims, four as a result of potholes. The pothole claims involved seven vehicles, all paid for a total of \$3,129.83. Of the remaining four claims, two were denied, one was paid for vehicle damages for \$1,078.82 and the last claim is under investigation.

Sewer Backup Claims. There were two claims, one was settled for reimbursement of \$475.66, the other claim was denied; it was a private service line.

Water Operation Claims. There were eight claims, two claims have been paid for a total of \$1,007, three have been denied and the remaining three claims are either under investigation or in the process of settlement.

General Liability Claims. There were eight filed, three were paid for a total of \$765 and the balance of the claims are under investigation.

Policy Issues

There are none at this time.

Staff Recommendation

Staff is not recommending any action at this time.

Background Information

The Risk Management Division received the following claims during the first and second quarters of 2001:

1. WS03110101 Date of Loss: July 7, 2000. Gaye Lynee Carter, 13000 Zuni Street, Denver, CO 80234. Claimant alleges unlawful trespassing and unlawful taking of her property for use in the Zuni Street extension. Claimant seeks \$150,000 in damages. CIRSA is investigating the claim.
2. WS16680102 Date of Loss: October 23, 2000. Josephine Montoya, 8181 Auburn Lane, Westminster, CO 80031. Claimants allege that the City is responsible for reimbursing her the cost of a plumber. Her toilet and bathtub were backing up with water. She noted there was a big truck out in the street and contacted him, asking if that would cause a backup. A city incident report stated that Aquasource, a contractor for the city, was cleaning the sewer main in front of her house. This should not have caused debris to go back into her lines, it is not known why this occurred. CIRSA settled the claim for \$475.66.
3. WS16680103 Date of Loss: October 31, 2000. Sari Mills, 2660 Pheasant Street, Denver, CO 80640. Claimant alleges that she suffered injuries resulting from stepping on a meter pit lid that was loose at 10450 Holland Street in Westminster. CIRSA denied the claim, referring it to the homeowner.
4. WS10350104 Date of Loss: January 9, 2001. Nate and Katie Wells, 12205 Locust Street, Brighton, CO 80602. Claimant alleges that members of the Westminster Police Department and Adams County Tactical Team damaged a bedroom door during an arrest of a suspect at the claimants' home. CIRSA has denied the claim based on provision in the Governmental Immunity Act protecting police officers that are acting within the course and scope of their duties.

5. WS12500105 Date of Loss: September 10, 2000. Brittany Felmlee and Vena Wolfe, 7838 Monaco Street, #E, Commerce City, CO 80022. Claimants allege that the City is responsible for the injury and pain the daughter suffered when she was burned in the steam room at the Recreation Center at City Park. Claimants seek \$150,000 in damages. CIRSA is investigating the claim.
6. WS16680106 Date of Loss: January 17, 2001. Kristine Latham, 3280 W 103rd Place, Westminster, CO 80031. Claimant alleges the City of Westminster is responsible for water damages to her home. Claimant states the City mistakenly shut off her water. When it was turned back on, a faucet was open, flooding her home. Claimant seeks \$7,000 to \$10,000 in damages. CIRSA paid her insurance deductible of \$500 and is awaiting subrogation from her insurance company.
7. WS13590107 Date of Loss: January 12, 2001. Jhon Kehmeier, 11819 Sherman Street, Northglenn, CO 80233 and Chris Bryant 3218 E 118th Way, Thornton, CO 80229. Claimants allege a City of Westminster employee rear-ended one car, and then pushed that car into the car in front of it. Both vehicles were stopped for traffic. One claimant seeks \$50,000 in damages. CIRSA has paid \$19,067.37 and has received an attorney's letter seeking \$50,000 in damages.
8. WS02100108 Date of Loss: January 11, 2001. Marilyn Perkins, 8643 Princeton Street, Westminster, CO 80031; Tara Erickson, 3551 Kellogg Place, Westminster, CO 80031; Melissa Gruber, 5429 Estes Street, Arvada, CO 80002. One claimant alleges a City of Westminster employee rear-ended her car, pushing her car into the vehicles in front of her. CIRSA paid \$8,596.22 to settle the claim.
9. WS14620109 Date of Loss: January 5, 2001. James Gregory, 10500 Irma Drive #10-105, Northglenn, CO 80233. Claimant alleges that a large bump near the bridge at 92nd Ave and Harlan caused damage to his rim and tire. Claimant seeks \$160.00 in damages. CIRSA denied the claim, unable to find any bad road conditions.
10. WS14620110 Date of Loss: January 29, 2001. Roy Mendenhall, 8300 Sheridan Dr #23 A, Westminster, CO 80003; Richard Clark, 8810 W 92nd Place, Westminster, CO 80021; Julie Leyba, 4197 W 72nd Ave #4, Westminster, CO 80030. Claimants struck a pothole at 72nd and Bradburn causing damage to their tires and rims. CIRSA settled the claim for \$1,841.62.
11. WS11460111 Date of Loss: September 29, 2000. Geico Insurance Co, 4201 Spring Valley Road, Dallas, TX 75244. Claimant alleges that the City is responsible for damages to their insured's vehicle caused by a City of Westminster employee's vehicle being struck from behind and pushed into insured's vehicle. CIRSA found the City not at fault and denied the claim.
12. WS12570112 Date of Loss: January 21, 2001. Linda Pettersson, 13192 Quivas Street, Westminster, CO 80234. Claimant alleges that the City is responsible for injuries her dog suffered while out in the Dry Creek Open Space. The dog got tangled in some barbed wire that was in the Open Space. Claimant seeks \$340.00 in damages. CIRSA settled the claim with the payment of \$340.
13. WS16690113 Date of Loss: January 3, 2001. Qwest, 1801 California Street Suite 1130, Denver, CO 80202. Claimant alleges that the City is responsible for damages to a buried phone cable that was struck during a water line excavation. Claimant seeks \$452.68 in damages. CIRSA paid the claim after confirming that the City was at fault.

14. WS16690114 Date of Loss: February 20, 2001. Cedar Meadows Homeowner's Association, Grant Worthan, 7307 Bradburn Blvd #A, Westminster, CO 80030. Claimant alleges that the City is responsible for paying for the replacement of the pressure-reducing valve to the building. Claimant believes when the water was shut off for repair work in the area, and turned back on, it damaged the valve so the residents did not have water. Claimant seeks \$422.91 in damages. CIRSA denied the claim, as shutting off the water would not have caused the damages.
15. WS16690115 Date of Loss: March 4, 2001. Arlene Garcia, 2993 W 81st Avenue Unit A, Westminster, CO 80031. Claimant alleges the City is responsible for damages to her basement carpet and possibly the walls when water seeped in from a water main break above her townhouse. Claimant seeks \$451.66 in damages. CIRSA settled the claim with the reimbursement of \$554.96.
16. WS16690116 Date of Loss: March 16, 1999. Qwest, 1801 California Street, Denver, CO 80202. Claimant alleges that the City is responsible for damages to a buried cable during a water line excavation. Claimant seeks \$1,866.31 in damages. CIRSA has denied the claim. Kelly Cable was doing the line locates at the time.
17. WS10340117 Date of Loss: March 8, 2001. State Farm Insurance Companies, P.O. Box 266004, Littleton, CO 80163-6004. Claimant alleges that the City is responsible for reimbursing damages paid to their insured after he was involved in a collision with a Police Officer driving a City vehicle. CIRSA settled the claim for \$1,330.88.
18. WS03120118 Date of Loss: November 11, 2000. Sharon Carlson, PO Box 412, 305 Garfield Avenue, Grant, NE 69140. Claimant alleges the City is responsible for the poor design of the parking lot by Mervyn's at the Westminster Mall. The slope by the storm drain caused her to slip on the ice and fall. Claimant was seeking \$57,465 in damages. CIRSA denied the claim, as it was not faulty design, is not a walkway and the City of Westminster does not own the parking lot.
19. WS10340119 Date of Loss: November 6, 2000. Kyle Eversole, 3565 W 112th Cr, Westminster, CO 80031. Claimant alleges that a patrol car hit his front bumper while the patrol car was pulling out of a parking space. Claimant seeks \$1,124.13 in damages. CIRSA is investigating the claim.
20. WS11460020 Date of Loss: April 19, 2001. Karen Crawford & Gregg Lair, 9941 Garland Drive, Westminster, CO 80031. Claimants allege that numerous water breaks have caused settling around their driveway, curb and gutter. They are seeking the City's assistance in replacing their driveway and preventing further settling. CIRSA is investigating.
21. WS11460121 Date of Loss: April 18, 2001. Debra Ross, 7431 Oneida Street Commerce City, CO 80022. Claimant alleges that a Westminster truck merged into her lane, striking her car near the rear. CIRSA is investigating.
22. WS11460122 Date of Loss: April 30, 2001. Jim Luethye, 9801 Kline Street, Westminster, CO 80021. Claimant alleges that asphalt chunks, from the deteriorating road at Simms and Westmoor Dr, were thrown up onto his Jeep Cherokee, damaging the front bumper, and broke the fog light. Claimant seeks \$1,078.82 in damages. CIRSA is investigating.
23. WS16670123 Date of Loss: January 21, 2001. Serpentix Conveyor Corporation, 9085 Marshall Court, Westminster, CO 80030. Claimant alleges that the re-excavation at the Semper Water Plant is disturbing the soils and causing damage to the Serpentix Building. Claimant seeks \$300,000 to \$1,000,000 in damages. CIRSA is investigating.

24. WS11460124 Date of Loss: April 12, 2001. Sondra Faulk, 4661 West 100th Avenue, Westminster, CO 80031. Claimant alleges that a pothole in the turn lane onto 104th caused damage to her tire. Claimant seeks \$149.00 in damages. CIRSA is investigating.
25. WS11460125 Date of Loss: May 4, 2001. Brittany Coleman, 10003 West 68th Way, Arvada, CO 80004 and Lynda Statler, 3061 West 92nd Avenue #5D, Westminster, CO 80031. Both claimants allege that a pothole at 80th & Raleigh caused damage to their tires. Brittany seeks \$400.06 in damages; Lynda seeks \$144.72 in damages. CIRSA is investigating.
26. WS12510126 Date of Loss: May 15, 2001. Diane Kingsbeck, 10517 Clermont Way, Thornton, CO 80233. Claimant alleges a City of Westminster Parks' employee rear-ended her car, pushing her into an RTD bus. CIRSA paid Ms. Kingsbeck's deductible of \$250.00 and is subrogating with her insurance company.
27. WS11460127 Date of Loss: May 5, 2001. Casey Graham, 16779 E Hialeah Avenue, Centennial, CO 80015. Claimant alleges that a pothole at 80th and Raleigh caused damaged her tire and rim. Claimant seeks \$234.18 in damages. CIRSA is investigating the claim.
28. WS10340128 Date of Loss: January 28, 2001. Melissa Beckley, 10225 E Girard #D108, Denver, CO 80231. Claimant alleges she received both front end and rear end bumper damage due to a patrol car sliding into the rear of her car. Claimant seeks \$1,523.01 in damages. CIRSA is investigating the claim.
29. WS11460129 Date of Loss: May 18, 2001. Janell Drent, 8740 West 89th Place, Westminster, CO 80021. Claimant alleges that the uneven sidewalk caused her to trip and fall. Claimant seeks medical damages for her broken wrist and a chipped bone in her hand. CIRSA is working on a settlement.
30. WS10350130 Date of Loss: November 23, 2001. Daved and Laurinda English, 5256 West 115th Place, Westminster, CO 80020. Claimants allege the Mr. English was subjected to excessive force, false arrest, and malicious prosecution as a result of a false allegation of child abuse. Claimants seek \$1,052,000 in damages. CIRSA is investigating.
31. WS10360131 Date of Loss: May 26, 2001. Harvey Connley, 3591 West 95th Avenue, Westminster, CO 80031. Claimant alleges a patrol car knocked down 30' of his fence. Claimant seeks replacement of the section of the fence. CIRSA settled the claim for \$200.
32. WS13600132 Date of Loss: January 8, 2001. Judith Jester, 3371 West 94th Avenue, Westminster, CO 80031. Claimant alleges the City sewer main caused her sewer line to backup. Claimant seeks reimbursement of the sewer line replacement by RotoRooter in the amount of \$11,746. CIRSA denied the claim; private sewer line is homeowner's responsibility.
33. WS14620133 Date of Loss: March 14, 2001. Enterprises Leasing, 7201 South Fulton Street, Englewood, CO 80112. Claimant alleges a rock falling from a City dump truck hit the windshield of a rental car, causing it to crack. Claimant seeks \$215.15 in damages. CIRSA is investigating.
34. WS12570134 Date of Loss: May 6, 2001. Eric Morgan, 7221 West 84th Way, Arvada, CO 80003. Claimant alleges that a trench along 104th Avenue near Legacy Ridge caused his bike tire to become caught throwing him off the bike. Claimant seeks \$1,758.63 in damages. CIRSA is investigating.

35. WS1036135 Date of Loss: May 14, 2001. Dan Meek, 6241 West 74th Avenue, Westminster, CO 80003. Claimant alleges that 3 to 4 officers were chasing some teenagers through the above property and in the process the fence was damaged. Claimant seeks \$225.00 in damages. CIRSA is investigating.
36. WS10350136 Date of Loss: June 1, 2000. Sean Harrington, 197-M Boston Post Road West #151, Marlborough, MA 01752. Claimant alleges violation of his civil rights, slander, libel and extreme and outrageous conduct by the Westminster Police when they responded to calls at the residence. CIRSA is investigating the claim.
37. WS10350137 Date of Loss: April 26, 2001. City of Westminster is trying to re coup damages from Cayetano Colmenero, 2025 West 34th Avenue, Denver, CO. A Westminster Officer was stopped in traffic when he was rear ended by Mr. Colmenero. Mr. Colmenero's insurance company claims the vehicle was dropped from the insurance coverage over a month prior to the accident. CIRSA is investigating.
38. WS10350138 Date of Loss: January 2, 2001. Jasper Hammond, 3300 South Tamarac Apt J309, Denver, CO 80231. Claimant alleges he suffered injuries and damages when a vehicle being pursued by members of several different law enforcement agencies hit his vehicle. Claimant seeks \$5,000,000 in damages. CIRSA is investigating.
39. WS10350139 Date of Loss: May 30, 2000. Irene Rangel, Maria Rangel and Gerardo Quezada, 67 South 18th Avenue, Brighton, CO. Claimants allege assault, battery, negligence, extreme and outrageous conduct and abuse of process during a drug raid by North Metro Task Force in which an Officer of the Westminster Police Department was a member. CIRSA is investigating.
40. WS12500140 Date of Loss: April 29, 2001. Stephanie Klein, 8601 North Zuni Street #272, Denver, CO 80260. Claimant alleges the City is responsible for the injuries her daughter sustained when another child came down the slide into the pool and struck her child. CIRSA is investigating the claim.
41. WS02100141 Date of Loss: June 22, 2001. Ainslie Bates, 1174 Weld County Road 7, Erie, CO 80516. Claimant alleges his vehicle sustained damages when his vehicle was rear-ended by a City of Westminster employee in a City vehicle. CIRSA is investigating.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 E

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Open Space Adoptions

Prepared By: Michele Hill, Open Space Technician
Lynn Wodell, Open Space Acquisition Agent

Introduction

City Council is requested to approve the “adoption” of 10 parcels of City-owned property into the Open Space Program for management and maintenance purposes.

Summary

The City has acquired and maintains numerous properties that are natural in character, and meet the criteria for open space preservation and management. “Adoption” of these various City-owned parcels into the Open Space program will allow them to retain their natural character and increase the acreage of preserved open space land in the City.

Policy Issues

Should City-owned properties not acquired with Open Space funds be included in the Open Space property portfolio and managed as open space to preserve their natural character?

Staff Recommendation

Staff recommends that the 10 parcels totaling 89.35 acres, identified as City-owned property and meeting the criteria for open space preservation, as shown on the attached map, be adopted into the Open Space Program for preservation, management and maintenance purposes.

Alternative(s)

1. Adopt all 10 parcels according to staff’s recommendation.
2. Elect not to adopt any of the 10 parcels.
3. Postpone the decision to adopt.
4. Adopt on a case-by-case basis.

Background Information

Over the years, the City has acquired ownership of numerous properties outside of the Open Space Program’s acquisition efforts. These properties have been acquired as natural areas surrounding developed parks, trail corridors along drainage canals and ditches, and greenbelts preserved through existing subdivisions. Most were donated for the City at no cost as a result of the City’s public land dedication requirement. Staffs of the Department of Community Development, Open Space Division, and the Parks, Recreation and Libraries Department developed an initial list of 18 possible adoption sites. Each site was considered on a case-by-case basis assessing the character of the land and determining how closely the site met the criteria established for open space parcels. After careful evaluation, Staff prepared a final list of 10 parcels that are now recommended for adoption as open space. This list of potential adoption parcels has also been presented to the City’s Open Space Advisory Board members for their consideration. The Board concurred with the recommendations presented by Staff.

Open Space Adoptions
Page 2

The parcels to be considered for adoption into the Open Space Program are as follows (see attached map):

Site 1 - Countryside Park - .87 acres that surround the existing baseball fields as well as 5.88 acres on the east side of the park. (6.75 acres total) These lands are not irrigated and currently abut an existing open space parcel.

Site 2 – Oakhurst Park – 15.98 acres of greenbelt with an existing trail that runs along the Farmers’ High Line Canal. This is the area adjacent to the existing soccer fields and picnic shelter.

Site 3 – Trailside/Kings Mill – 13.34 acres that comprise existing trail in the greenbelt and ditch right-of-way. The trail runs from Standley Lake east to Covenant Retirement Village.

Site 4 – Nottingham Park – 8.82 acres. This is the more natural, wild area surrounding the developed park.

Site 5 – Little Dry Creek – 6.7 acres. This area was acquired when the drainage improvements were done along Little Dry Creek with CDBG funds. An existing trail runs through the property.

Site 6 – England Park – 1.9 acres – This is the area surrounding the fire training tower, runs along Little Dry Creek and abuts an existing open space area to the southeast.

Site 7 – Mushroom Pond/Cedar Bridge – 15.7 acres total. This area is the site of the existing Mushroom Pond (12.5 acres) that abuts an existing open space site. In addition, the existing trail through Cedar Bridge greenbelt (3.2 acres) will also be adopted.

Site 8 – Ranch Townhomes – 9.5 acres. This greenbelt is currently maintained by the City, has small lakes, is very natural in character, and makes a nice complement to the recently acquired Vogel (Gussie’s) Pond open space site.

Site 9 – Rancho Pecos – 1.59 acres. This area has been owned by the City for years and has attractive wetlands.

Site 10 – Park Centre – 9.0 acres. This area abuts the existing open space parcels to the north and is the undevelopable portion of the proposed City recreation center site.

The addition of 89.35 acres of adopted open space lands will bring our current total of 2,236 acres of Open Space to 2,325 acres and will make positive progress towards attaining our goal of preserving 15% of the City’s area approximately (2,700 acres) in a natural open space state.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



Agenda Item 8 F

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001
Subject: Raw Water Pipeline Construction Contract Award
Prepared by: Kent W. Brugler, Senior Civil Engineer

Introduction

City Council action is requested to authorize the City Manager to sign a contract with Garney Companies, Inc. in the amount of \$3,096,282 for the construction of the raw water and treated water pipelines to serve the Northwest Water Treatment Plant, and authorize a project contingency of \$465,000. Funds for the construction and project contingency are available in the appropriate Utility Fund Capital Improvement Project Account.

Summary

The 36" raw water pipeline and the 24" treated water pipeline are required to convey raw water from Standley Lake to the Northwest Water Treatment Plant currently under construction at the intersection of Wadsworth Parkway and 104th Avenue, and to deliver treated water from the plant to the City's water transmission and distribution system. Due to the tight construction schedule and the complexity of the project, ten (10) firms were invited to submit Statements of Qualifications to perform this work, and four (4) firms were prequalified to submit bid proposals.

The following bids were received and opened on July 10:

Garney Companies, Inc.	\$3,096,282
Tierdael Construction Company	\$3,159,102
BT Construction, Inc.	\$3,255,150
ERS Constructors	\$3,345,350
Engineer's Estimate	\$3,303,060

Garney Companies is the low bidder and Staff recommends that they be awarded the bid. This project is scheduled to begin in early August and the pipelines are required to be operational by March 1, 2002, in order to provide water to the treatment plant for start-up and operation in preparation for the high water demand season. Final completion of all project work is scheduled to be completed by June 1, 2002.

Policy Issue

Should City Council award the contract for the construction of the 36" and 24" pipelines to the low bidder Garney Companies, Inc. in the amount of \$3,096,282, along with a project contingency in the amount of \$465,000, that will serve the new water treatment plant currently under construction.

Staff Recommendation

Authorize the City Manager to execute a contract with Garney Companies, Inc. in the amount of \$3,096,282 for the construction of the 36" raw water pipeline and the 24" treated water pipeline to serve the Northwest Water Treatment Plant currently under construction, and approve a 15% project construction contingency in the amount of \$465,000. The expense associated with the construction of this project should be charged to the appropriate Utility Fund Capital Project Account.

Alternatives

As an alternative to awarding the construction contract to Garney Companies, Inc. at this time, City Council could do one of the following:

1. Reject all bids submitted and solicit new bids for the project. This would delay the start of the project by at least two months and would prevent the project from being completed in time to provide service to the new treatment plant by March 1, 2002. In addition, this approach could result in higher bids due to the shorter time schedule and the fact that more work would have to be completed during the winter months.
2. Delay the award of this contract to a later date. This would also delay the start of this project and would most likely result in the completion of the pipelines beyond the required date of March 1, 2002. This would delay the start-up of the treatment plant resulting in operational and financial hardship to the City. This could also result in a contractor's claim for additional compensation due to the delay.
3. Award the construction contract to the second lowest bidder. This would result in an additional expense to the City of \$62,820 and would expose the City to potential legal action from the low bidder who had been prequalified by the City to submit a bid on the project. The low bidder is qualified to perform the work on this project and has submitted a bid that is lower than the Engineer's estimate and is within the amount that the City has budgeted for this project.
4. Choose not to construct this project. These pipelines are necessary for the operation of the Northwest Water Treatment Plant currently under construction. Without this plant in operation for the peak demand season of 2002, the City may not be able to meet the water demands of its customers.

Background Information

With the need to build a second water treatment plant to provide an adequate supply of drinking water to the City residents, it is necessary to construct pipelines to convey raw water to the plant for treatment and to transmit treated water to the distribution system for delivery to the customers. The City contracted with HDR Engineering, Inc. in January, 2001, to provide all the engineering services required for this project including the completion of a comprehensive route analysis, preparation of contract plans and specifications, bidding phase assistance and construction management and observation.

The routing analysis was completed in March and recommended that the 36" pipeline connect to the existing outlet piping downstream of the base of Standley Lake and follow Independence Street to the vicinity of Wadsworth Parkway. The pipeline then heads north and crosses Big Dry Creek and extends along the west side of Wadsworth Parkway to 104th Avenue. The pipeline will be bored under Wadsworth Parkway just south of 104th Avenue and will extend north across 104th Avenue to the treatment plant site. The new 24" pipeline will connect to an existing 24" line at 101st Avenue and Wadsworth Parkway and will parallel the 36" pipeline to the plant site and connect to another existing 24" line at the east end of the plant site. The treatment plant will pump treated water into this line that completes a major transmission loop in this section of the City.

Construction of this project is scheduled to begin in early August and the pipelines are required to be operational by March 1, 2002, in order to provide water to the Northwest Water Treatment Plant for start-up and operation prior to the peak demand season of 2002. Final project completion including final paving and landscape restoration must be completed by June 1, 2002.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

Agenda Memorandum

Date: July 23, 2001

Subject: Councillors Bill No. 53 re Inline Endeavors L.L.C., Lease Agreement for the Former Hyland Hills Ice Arena

Prepared by: Bill Walenczak, Director of parks, Recreation and Libraries

Introduction

City Council action is requested to pass on first reading the attached Councillors Bill approving a lease agreement between the City of Westminster, Hyland Hills Recreational Facilities Enterprise and Inline Endeavors L.L.C. for the conversion of the former Hyland Hills Ice Arena to an inline skate facility to be privately operated by Inline Endeavors L.L.C. The Hyland Hills Board of Directors has reviewed this lease agreement and approved the terms as presented. In addition, this agreement has been reviewed by the City Attorney's Office.

Summary

On January 18, 2001, City Council reviewed a Staff Report that presented two separate proposals from private investors interested in leasing the former Hyland Hills Ice Arena located at W. 94th Avenue and Perry Street. City Council gave direction for Staff to finalize negotiations on the proposal submitted by H.H. Inline Hockey L.L.C. (now changed to Inline Endeavors L.L.C.) After extensive negotiations, the lease agreement is now satisfactory to all parties involved.

A summary of the major points of the agreement is as follows:

- The tenant shall operate the leasehold premises primarily as an inline hockey facility.
- The initial term of the lease shall be for 10 years.
- The annual rent shall be \$60,000 per year or 5% of annual gross revenue over \$1,200,000.00, whichever is greater, for the first year. Thereafter, the gross percentage shall increase to 7% for the second year, 9% for the third year, and 10% for every year thereafter. In any case, the minimum base rent shall be \$60,000 per year.
- After the initial 10-year lease term, and if the tenant conforms to the conditions of the lease agreement without default, the lease shall be automatically extended for an additional 60 months and continuously for four (4) additional terms as long as the tenant is not in default of the agreement. These automatic renewals shall be for each 60-month extension, the base lease fee shall increase by applying an increase to the last effective minimum rental equal to the percentage increase in the consumer price index urban, Denver, Colorado, for each twelve-month period of the last renewal term.
- The tenant shall pay for all utility and maintenance costs to operate the building.
- The tenant may elect to notify the landlord 180 days prior to any extension renewal of tenant's intent to terminate the lease.
- A series of default conditions have been incorporated into the lease agreement. The tenant will have 30 days to correct any situation that places this agreement in default.

- The tenant shall make no improvements to the premises without prior written consent of the landlord.
- The tenant (within 7 days of signing this lease) shall deposit \$110,000 into escrow as a good faith intention to complete all renovation work agreed to.
- The tenant shall pay all taxes and fees applicable to the operation of the leasehold premises.
- The tenant shall pay to renovate the existing facility into a usable indoor inline facility with applicable building codes, ADA accessibility and desired quality enhancements.

- The tenant shall maintain the interior and exterior of the building.
- The tenant shall be responsible for snow removal.
- The tenant shall operate the facility in accordance to operational protocols agreed to by both parties.
- All appropriate insurance coverage will be provided by the tenant.
- Landlord (City and District) responsibilities are set forth on page 14 of the attached agreement.

Policy Issue

Does City Council wish to lease this facility to a private operator rather than have the City of Westminster or of Hyland Hills Staff manage the facility?

Staff Recommendation

Pass Councillors Bill No. 53 on first reading authorizing the City Manager to sign a lease agreement with Hyland Hills Park and Recreation District (through its recreational facilities enterprise), and Inline Endeavors L.L.C. for the lease of the former Hyland Hills Ice Arena located at 94th Avenue and Perry Street.

Alternatives

1. City Council could reject this proposed lease agreement and instruct Staff to explore other uses for the former Hyland Hills Ice Arena.
2. City Council could reject this proposal and instruct Staff to present a budget to operate the former Hyland Hills Ice Arena as a public recreational facility.

Background Information

The City of Westminster and Hyland Hills Park and Recreation District jointly own Carroll Butts Park and the former Hyland Hills Ice Arena building, which is located within the Park. Staff from both entities have been working together to lease the former Ice Arena building to a private operator who would renovate the facility into an alternate use such as inline skating, providing a revenue source for both the City and the District.

A Request For Proposals (RFP) to renovate the former Ice Arena was developed and advertised to potential investors. Several inquiries were received; however after extensive evaluation, the field was narrowed to two legitimate groups. After review by Westminster City Council and the Hyland Hills Board of Directors, the decision was made to finalize a lease agreement with Inline Endeavors L.L.C. Many of the principal partners in this group have experience participating in and running inline skate programs. A brief resume of these individuals is attached to this report. These individuals are reputable business people and have established themselves as leaders in their respective professions.

Staff believes that converting the former Hyland Hills Ice Arena into an inline skate facility is a win-win proposition. Not only does this project take a vacant building that has been a target for vandals and convert it to an active use, but it also provides a needed recreational program to the local community as well as helping produce an outside source of revenue.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **53**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING A CONCESSION AGREEMENT BETWEEN THE CITY OF WESTMINSTER, HYLAND HILLS PARK AND RECREATION DISTRICT, AND INLINE ENDEAVORS L.L.C. FOR THE LEASE OF THE FORMER HYLAND HILLS ICE ARENA 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 Hyland Hills ice Arena building; and

WHEREAS, the City and Hyland Hills have selected Inline Endeavors L.L.C. as the new lessee of the former Hyland Hills Ice Arena 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. The Lease Agreement between the City, Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise, and Inline Endeavors L.L.C. for the lease of the former Hyland Hills Ice Arena located at 94th Avenue and Perry Street, Westminster, CO, is approved per the terms outlined in the lease as prepared by Hyland Hills and City legal Staff.

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 of its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of July, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2001.

ATTEST:

Mayor

City Clerk

LEASE

This Lease, made and entered into this ____ day of _____, 2001, by and between HYLAND HILLS PARK AND RECREATION DISTRICT and THE CITY OF WESTMINSTER, hereinafter collectively referred to as "Landlord" and INLINE ENDEAVORS, L.L.C., a Colorado corporation, hereinafter referred to as "Tenant".

1. LEASED PREMISES:

Upon the terms, conditions, covenants, limitations and agreements, and at the rental and for the terms as hereinafter set forth, Landlord hereunto leases unto Tenant and Tenant hereby leases from Landlord the real property and improvements thereon ("Premises") located at Carroll Butts Park, W.94th Avenue and Perry Street, Adams County, Colorado, as more fully described in Exhibit A attached hereto.

2. TERM:

2.1 The term of this Lease and the right of Tenant to take possession and occupy the Premises, pursuant to this Lease, shall commence at 12:01 a.m. on the ____ day of _____, 2001, and, unless sooner terminated or later extended, as provided herein, shall expire at 12:00 a.m. on a date which is the last day of the 120th month following the rental commencement date as more fully set forth in paragraph 4., below.

2.2 Tenant shall have sixty (60) days from the date of this Agreement, as set forth above, to terminate this Agreement, at Tenant's sole option. In the event Tenant elects to so terminate this Agreement, Tenant shall provide proper notice to Landlord.

3. USE OF PREMISES:

3.1 Tenant shall occupy, use and operate the Leasehold Premises primarily as an in-line hockey facility with associated uses.

3.2 Tenant shall not:

a. Permit any unlawful practice to be carried on or committed on the Leasehold Premises;

b. Make any use or allow the Leasehold Premises or any part thereof to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by Landlord. for any purposes other than those hereinabove specified, nor for any purpose that shall constitute a public or private nuisance, shall be in violation of any governmental laws, ordinances or regulations, shall be contrary to any restrictive covenants, agreements or limitations of record, or shall render the premises, or any part thereof, uninsurable with standard insurance at ordinary rates.

c. Keep or permit to be kept or used on the Leasehold Premises any flammable fluids, toxic materials, or substances of any nature reasonably deemed dangerous by the Lessor or the Lessor's insurance carriers without obtaining prior written consent of the Lessor, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement;

d. Use the Leasehold Premises for any purpose which creates a nuisance or injures the reputation of the Leasehold Premises or the Lessor;

e. Deface or injure the Leasehold Premises, or commit or suffer any waste in or about the Leasehold Premises;

f. Permit any odors to emanate from the Leasehold Premises in violation of any local, state or federal law or regulation;

g. Use any portion of the Leasehold Premises for storage of other purposes except as is necessary and required with its use specified in this Agreement;

h. Conduct, or allow to be conducted, gambling on site.

4. RENT AND SECURITY DEPOSIT:

4.1 Tenant shall pay to Landlord as minimum rent for the term of this Lease, the sum of \$600,000.00, together with any additional rents as may hereinafter be reserved. Said rental, exclusive of any additional rents, shall be payable in equal monthly payments of \$5,000.00, in advance, commencing on rental commencement date, and on that same date of the month for every month of the rental term thereafter. The rental commencement date shall be: 1. the day of completion of tenant finish construction; 2. no later than 180 days from reception of the building permit, or; 3. 270 days from execution of this Agreement, whichever comes first.. Every such payment referenced above shall be payable at the office of Landlord, 1800 West 89th Avenue, Denver, Colorado 80260, without notice or demand whatsoever.

4.2 Tenant shall pay to Landlord, upon execution of this Agreement, the sum of \$10,000.00 as a security deposit. Said security deposit will be returned, together with interest thereon, minus any amounts retained and applied to damages, ordinary wear and tear excepted, caused by Tenant or rent owing to Landlord from Tenant, upon completion of all necessary repairs to the Premises or within 30 days of termination of the this Lease, whichever comes last, except that, unless otherwise set forth herein, \$5,000.00 of such security deposit shall be returned to Tenant upon the rental commencement date, unless this Agreement is terminated by Tenant pursuant to subparagraph 2.2, above .

4.3 Any other sums of money or charges to be paid by the Tenant, pursuant to the provisions of this Lease, shall be designated as "additional rent". A failure to pay additional rent shall be treated in all events as the failure to pay rent.

4.4 As additional rent, on each anniversary of the rent commencement date, Tenant shall pay to Landlord the difference, if any, between the gross revenue percentage, as defined below, and the annual minimum rent for the preceding 12 months. The gross revenue percentage shall be five (5%) percent of Tenant's gross revenues from all business operations conducted on the Premises for the first year following the rent commencement date. Thereafter, said percentage shall increase to seven (7) for the second such year, nine (9) for the third such year and ten (10) for every year thereafter.

4.5 If the payment of any rent or any other monies payable under the terms of this Lease shall be more than ten (10) days in arrears, Tenant agrees, upon demand of Landlord, to make a late payment charge equivalent to five percent (5%) of the amount which remains late and unpaid.

4.6 In the event that Tenant terminates this Agreement pursuant to subparagraph 2.2, above, the total rent due and owing from Tenant to Landlord shall be \$10,000.00.

5. OCCUPANCY OF THE PREMISES:

Occupancy of all or a part of the Premises by Tenant shall be deemed an acceptance of the same in good and suitable condition by said Tenant.

6 UTILITIES:

Tenant shall pay all charges for gas, water and electrical utilities and trash and snow removal.

7. MAINTENANCE AND REPAIRS:

7.1 Tenant shall keep and maintain the Premises, including all sewer and water connections and HVAC systems, in good condition and repair at the sole expense of Tenant and, at the expiration of this Lease, Tenant shall surrender and deliver up the said Premises in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as said Premises were accepted by Tenant at the commencement of this Lease. Landlord shall transfer and assign to Tenant any and all warranties on said sewer and water connections and HVAC system for the term of this Lease.

7.2 Tenant shall keep the Premises clean and in the sanitary condition required by the ordinances and health and police regulations of the City of Westminster, County of Jefferson and State of Colorado. Tenant shall neither permit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Premises. Tenant shall be responsible for parking lot snow removal, trash removal and general trash pick up outside the building.

7.3 If Tenant shall fail or refuse to complete or perform any maintenance, repairs or upkeep required pursuant to the terms of this paragraph 8 within fifteen (15) days after request by Landlord so to do, Landlord may cause such maintenance, repairs or upkeep to be made or done and may thereafter charge the reasonable cost thereof to Tenant and the same shall be and constitute additional rent due hereunder.

8. LIENS AND CLAIMS AGAINST LANDLORD:

8.1 Tenant shall pay, when due, for all work performed on or for the benefit of or materials furnished to, the Premises by any person at Tenant's request. In this regard, Tenant shall indemnify and hold harmless and defend Landlord from any and all liability and expense resulting from any lien, claim of lien, or claim against Landlord arising from such work or labor. Tenant shall have the right to contest the validity of such lien, claim of lien, or claim.

8.2 Tenant shall not contract for the performance of any such labor or the acquisition of or delivery of any such materials, or the installation of any such improvements unless Tenant shall first obtain Landlord's written approval thereof.

9. INSURANCE:

9.1 Tenant shall, at Tenant's expense, obtain and keep in force, during the term of this Lease, from an "A" rated insurance carrier:

a. A policy of commercial general liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and shall further include contractual liability, products liability, fire, broad form property damage and personal injury coverage. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto.

b. Worker's compensation insurance coverage for all employees as required by Colorado law.

c. All risk insurance coverage for all insurable equipment, furnishings, and fixtures owned, operated or leased by Tenant for the full insurable replacement value and personal property insurance for replacement value.

9.2 "Hyland Hills Park and Recreation District and the City of Westminster and their respective elected officials, employees, and others working on their behalf" shall be included as additional insureds, by endorsement, to the General Liability policy.

9.3 If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant.

9.4 Tenant shall deliver to Landlord, prior to right of entry, and make available for examination by Landlord at all times during the term of this Lease, copies of policies of insurance required hereunder or certificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Landlord.

9.5 Such policy or policies shall provide that the same may not be canceled or amended except upon thirty (30) days written notice by insuror to Landlord.

9.6 Tenant covenants that it will neither permit nor suffer the Premises or the walls or floors thereof to be endangered by overloading, nor said Premises to be used for any purpose which would render the insurance void or the insurance risk more hazardous.

9.7 Tenant ("Indemnitor") will indemnify, defend and hold Landlord, its officers, directors and agents ("Indemnitee") harmless from any and all claims by third parties (including without limitation, all costs, actions, proceedings, liabilities, judgments, expenses, damages and reasonable attorneys' fees) which arise out of or in connection with: (a) the Indemnitor's breach of this agreement or any representation or warranty made by the Indemnitor herein; (b) any act or omission to act of the Indemnitor or its employees, officers or agents, except to the extent that the act or omission is caused by Landlord; (c) any act or omission to act of any vendor, promoter, or subtenant of the Premises or other contractor of Tenant, except to the extent that the act or omission is caused by Landlord; or, (d) any personal injury or property damage occurring at or about the Premises, except to the extent that the injury or damage is caused by the negligence or actions or omissions of Landlord.

9.8 Landlord shall maintain property insurance on the building at Landlord's expense.

10. DAMAGE BY FIRE OR OTHER CASUALTY:

10.1 Unless as set forth in subparagraph 10.2, below, this Lease and all agreements, covenants, terms and conditions contained herein shall remain in full force and effect notwithstanding damage to or destruction of any of the furniture, fixtures, inventory or equipment maintained upon the Premises and, regardless of the nature or extent of the damage and Tenant shall not be entitled to any reduction in or abatement of the rental hereinabove reserved, nor shall Tenant be entitled to any reduction, abatement, or postponement of any of the monthly rental installments hereinabove reserved for or on account of such damage or destruction.

10.2 However, in the event that such damage or destruction was not caused by any act of Tenant, its officers, employees, agents, invitees or licensees or by any action of any person(s) (excluding Landlord's officers, employees or agents) directly related to the conduct of Tenant's business operations upon the Premises, than in that event, Landlord shall inform Tenant, within thirty (30) days of the date of destruction or damage, of Landlord's intent to remedy such damage or destruction by replacement or renovation of the damaged property (except for such damage covered under the policies of insurance more fully described in paragraph 9, above). If Landlord does not replace or renovate the non-covered damage or destruction or if the Premises

cannot be reasonably restored to the condition existing at the time of the damage or destruction, either within ninety (90) days of such damage or destruction, Tenant may, at Tenant's option terminate this Lease without further obligation on Tenant's part and Tenant shall vacate the Premises within twenty (20) days of such decision to terminate or Tenant may elect to continue the Lease and shall cooperate fully with Landlord in restoring/repairing the damage or destruction. If Tenant elects to so continue the Lease, and if the Premises are untenantable, Tenant shall receive an apportionment of the rent until the Premises are tenantable.

11. ASSIGNMENT AND SUBLETTING:

11.1 Tenant may not assign, in whole or in part, this Lease or any interest therein, nor may Tenant sublet all or any part of the Premises without the prior written consent of Landlord being first had and obtained, which consent shall not be unreasonably withheld. Any assignment or sublease in violation of the provisions of this paragraph shall be null, void and of no effect whatsoever, regardless of the fact that Landlord may have received other sums of money or services from the proposed assignee or sublessee. Any sum so received shall be deemed to have been received from Tenant.

11.2 No attempted assignment or attempted subletting of all or any part of the Premises shall relieve Tenant from any of its obligations under the provisions of this Lease, including the payment of rent and any notice required to be given by the provisions of this Lease shall be deemed to be properly given to all putative assignees and putative sublessees when given to Tenant as herein provided.

11.3 Tenant may not grant any easement or license to any person or entity not a party hereto for any reason whatsoever without the express written consent of Landlord.

12. SURRENDER OF LEASEHOLD PREMISES:

Upon the expiration or other termination of this Lease or any extension thereof, Tenant shall quit and surrender the Premises to Landlord in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as when said premises were accepted by Tenant at the commencement of this Lease. Tenant's obligation to observe or perform the provisions of this paragraph shall survive the expiration or termination of this Lease.

13. HOLDING OVER:

If, after the expiration or other termination hereof, Tenant shall remain in possession without a written agreement therefor, such holding over shall be deemed to be upon a month-to-month tenancy under the same terms, conditions and provision contained herein, and for a monthly rental equal to one hundred fifty percent (150%) of the amount of the last monthly installment of rent and additional rent paid pursuant to the terms hereof.

14. EXTENSION OF LEASE:

14.1 If, at the end of the lease term set forth in paragraph 2, above, Tenant shall not be in default of any of the provisions of this Lease and shall be in full compliance with the Operational Protocols attached hereto as Exhibit C and incorporated herein by reference, the term of this Lease shall be automatically extended for an additional sixty (60) months. The minimum monthly rental for the said 60 months shall be that amount computed by applying an increase to the original minimum monthly rental of \$5,000.00, equal to the percentage increase in the Consumer Price Index Urban, All Items, for Denver, Colorado, for each twelve month period of the original Lease term, as if such original monthly rental was actually increased every twelve months during the initial term of the Lease. Provided, however, that if Tenant shall give Landlord written notice, no later than one hundred and eighty (180) days prior to the expiration of the term of this Lease, of its desire not to extend the term of the Lease, this paragraph shall be null and void and of no effect.

14.2 Except as set forth in subparagraph 14.3, below, if, at the end of the any renewal term, Tenant shall not be in default of any of the provisions of this Lease and shall be in full compliance with the Operational Protocols attached hereto as Exhibit C and incorporated herein by reference, the term of this Lease shall be automatically extended for an additional sixty (60) months. The minimum monthly rental for the said 60 months shall be that amount computed by applying an increase to last effective renewal minimum monthly rental, equal to the percentage increase in the Consumer Price Index Urban, All Items, for Denver, Colorado, for each twelve month period of the last renewal term, as if such renewal minimum monthly rental was actually increased every twelve months during the renewal term of the Lease, provided, however, that if Tenant shall give Landlord written notice, no later than one hundred and eighty (180) days prior to the expiration of any renewal term of this Lease, of its desire not to extend the term of the Lease, this paragraph shall be null and void and of no effect.

14.3 In no event shall there be more than four (4) such automatic renewals of this Agreement.

14.4 During any renewal term, Tenant shall still be obligated to pay any additional rent due and owing to Landlord pursuant to paragraph 4 of this Agreement.

15. DEFAULTS BY LESSEE AND REMEDIES:

15.1 Subject to the other provisions of this paragraph, each of the following shall constitute a default by Tenant and a breach of this Lease:

a. If the rent, additional rent, or any part thereof, as herein reserved, shall be unpaid when due.

b. If Tenant does not comply with any provision of this Lease which imposes an obligation upon Tenant.

c. If Tenant should violate or fail to comply with any of the statutes, ordinances, rules, orders, regulation or requirements, as the same exist or may hereinafter be

established, of the government of the United States of America, the State of Colorado, County of Adams and the City of Westminster, or of any bureau, department or subdivision thereof.

d. If the Premises should be abandoned or vacated.

e. If Tenant should attempt to sell, assign, sublet or mortgage all or any part of either the Premises or the leasehold interest herein created without the prior written consent of Landlord having been first had and obtained.

f. If by operation of law this Lease should be transferred to, or pass to, or devolve upon, any person or entity other than Tenant.

g. If Tenant should be adjudicated as bankrupt or insolvent and such proceeding should not be vacated within thirty (30) days.

h. If Tenant should file a petition in bankruptcy or make a general assignment for the benefit of creditors.

i. If Tenant should file a petition or answer seeking reorganization or readjustment under Federal bankruptcy laws.

j. If a Receiver or Trustee should be appointed with respect to all or substantially all property of Tenant in any suit or proceeding against Tenant or in any bankruptcy proceeding.

k. If any execution or attachment shall be issued against Tenant, or any of Tenant's property, whereby someone other than Tenant shall take or occupy the Premises.

15.2 Upon the occurrence of any of the events of default set forth above, then, and at any time thereafter, Landlord may, at Landlords' sole option and in addition to all other rights available to Landlord at law or equity or contained in this Lease, either:

a. Give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified herein. On the date specified in such notice, Tenant's right to use, occupancy and possession of the Premises shall cease and this Lease shall thereupon be terminated; or

b. Re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate. Should Landlord take possession hereunder pursuant to legal proceedings or pursuant to any notice provided by law or this Lease, Landlord may (1) terminate this Lease, or (2) from time to time without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises but reserving to Landlord the right at any time to elect to terminate this Lease as paragraph 22.2 (a) provides.

15.3 In the event Landlord shall elect to terminate this Lease, Landlord shall give Tenant thirty (30) days written notice of the existence and nature of such default and of Landlord's

election so to terminate. If such default exists at the expiration of such thirty (30) day period, and Landlord shall not have waived the same by written instrument, this Lease, and the term hereof, together with any and all right, title and interest in the Premises as herein granted to Tenant, shall terminate on the date fixed in said notice with the same force and effect (except as to the continuance of Tenant's liability) as if the date fixed by notice were the expiration of the term originally granted herein.

15.4 In the event Landlord shall elect to retake the Premises without terminating this Lease, Landlord shall give Tenant thirty (30) days written notice of the existence and nature of any such default and of Landlord's election to retake under the terms hereof. If such default exists at the expiration of said thirty (30) day period, and Landlord shall not have waived the same

by written instrument, Landlord may, without terminating this Lease, retake possession of the Premises.

15.5 In the event that Landlord does not elect to terminate this Lease as permitted in paragraph 15.2 (a), but on the contrary elects to take possession as provided in paragraph 15.2 (b), then such possession of the Premises by Landlord shall not relieve Tenant of its liability and obligation under this Lease, all of which shall survive such repossession. In the event of such repossession, Tenant shall pay the fixed rent and all additional rent as herein provided up to the time of termination of this Lease (which Landlord can declare at any time while Tenant remains in default), and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such repossession, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord as liquidated current damages:

a. The fixed rent and additional rent as herein provided which would be payable hereunder if such possession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation all repossession costs, legal expenses and attorneys' fees and expenses of preparation for such reletting.

Tenant shall pay such current damages to Landlord on the days on which the fixed rent would have been payable hereunder if Landlord had not repossessed, and Landlord shall be entitled to receive the same from Tenant on each such day.

b. If Tenant breaches or defaults any term of this Lease and abandons or vacates the Premises before the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of a breach or default of this Lease, Landlord may recover from Tenant a judgement from a court of law having appropriate jurisdiction, in addition to any other damages provided for at law, in equity, in this Lease, or otherwise, a sum equal to the unpaid lost rent for the balance of the rental term, or any exercised extension thereto, minus the amount of such rental loss for the same period the Tenant proves could be reasonably avoided.

15.6 Tenant shall, at the expiration of the thirty (30) days notice periods set forth above and Tenant has not cured any default, immediately quit and surrender to Landlord the entire Premises, and Landlord may enter into or repossess the Premises either by force, summary

proceedings, or otherwise. In the event of repossession by Landlord, Tenant shall have an additional five (5) day period to remove from the Premises all of Tenant's furniture, fixtures, inventory or equipment then located upon said Premises. At the expiration of such five (5) day period Landlord may, without notice to tenant, sell such of Tenant's inventory, furniture, fixtures or equipment as then remain upon the Premises in such manner and for such amount as Landlord may deem advisable. Thereafter, Landlord shall remit the proceeds of such sale, after deduction for the costs of the sale and the amount owed to Landlord pursuant to the term of this Lease, to Tenant.

16. LESSEE'S BUSINESS OPERATIONS:

During the term of this Lease, and as the same may be extended or renewed, Tenant shall continuously conduct and carry on Tenant's business activities in the entire Premises.

17. IMPROVEMENTS TO LEASEHOLD PREMISES:

17.1 Tenant shall make no improvements to the Premises without the prior written consent of Landlord and only upon such terms and conditions as set forth by Landlord. All such improvements, however denominated, shall be and remain the property of Landlord and may not be removed by Tenant at any time, from the Premises, without the express written consent of Landlord, except for those improvements which can be removed by Tenant without damage to the Premises.

17.2 Within seven (7) days of the date of this Agreement, Tenant shall deposit into Escrow, pursuant to the terms of that certain Escrow Agreement attached hereto as Exhibit D, the sum of \$110,000.00

18. SIGNAGE:

Tenant may cause to be installed one or more signs in such design(s) and location(s) as shall be approved by Landlord. Such sign(s) shall be and remain the property of Tenant and Tenant shall be solely responsible for the purchase, installation, operation and maintenance of the sign(s) and all associated costs. Tenant shall maintain all signs or advertisements approved by Landlord in good and attractive condition. Landlord shall assist with the electrical hook-up of said sign(s). Upon the termination of the Lease, unless otherwise agreed to by Landlord, Tenant shall cause such sign(s) and any associated improvements to be immediately removed from the premises and repair any resulting damage to the Premises all at Tenant's expense.

19. RELATIONSHIP OF PARTIES:

Landlord and Tenant are not nor shall they become, by virtue of this Lease, anything other than Landlord and Tenant. Landlord and Tenant are not joint venturers, partners, or agents of one another nor is either party employed by the other.

20. NOTICES:

All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served if deposited in the United States mails, registered or certified, postage prepaid, and addressed as indicated below:

Landlord:

Executive Director
Hyland Hills Park and Recreation District
1800 West 89th Avenue
Denver, Colorado 80221

Tenant:

GreenPlay, LLC,
Managing Member of Inline Endeavors, LLC
c/o Teresa Grills
770 Burbank Street,
Broomfield, Co. 80020

21 ENTIRE AGREEMENT:

This Lease, with all exhibits and schedules annexed hereto, contains the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, waive, release, discharge, terminate, or effect an abandonment of, this Lease, in whole or in part, unless such executory agreement is in writing and signed by both Landlord and Tenant.

22 SEVERABILITY:

If any provision, sentence, phrase, or word of this Lease, or application thereof to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision, sentence, phrase or work to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

23 BINDING EFFECT:

Except as is otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the heirs, administrators, devisees, personal representatives, successors and assigns of Landlord and Tenant.

24 WAIVER:

No assent, express or implied, to any breach of any one or more of the covenants and agreements hereof shall be deemed or taken to be a waiver of any other or succeeding breach.

25 SURVIVAL CLAUSE:

All unperformed agreements, covenants and conditions herein contained shall survive the execution, expiration or termination hereof and shall not be merged therewith.

26. PARAGRAPH HEADINGS:

The paragraph headings contained herein are for convenience only and shall in no way change, alter, modify or affect any of the provisions or conditions herein contained.

27 ACKNOWLEDGMENT OF EXAMINATION:

The parties hereto acknowledge that they have carefully read and thoroughly understand the terms and conditions of this Lease. It contains the entire agreement and understanding under which they have entered into this Lease and the results and understandings of all of their negotiations have been merged in this Lease. Tenant and Landlord accept the terms and conditions hereof in all respects and agree to be bound thereby. Each of the parties hereto acknowledge that they have either had benefit of legal counsel in the negotiation and preparation hereof, or, in the alternative, they recognize the need for such counsel but have elected not to seek the same.

28 PERMITS AND LICENSES:

Tenant shall procure, supply, and post, at its own expense, in places to be designated by Lessor, all permits and licenses necessary for the operation of the Leasehold Premises and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

29. ACCESS AND INSPECTION:

Lessor, its designated agents, employees, servants, and any other person authorized by Lessor may enter the Leasehold Premises, at any reasonable time and with reasonable notice, for the purpose of inspecting the same. Any entry onto or inspection of the Leasehold Premises by Lessor pursuant to this section shall not constitute interference with the operations of Tenant and no abatement of any payments due under this Agreement shall be allowed; provided, however, the scope and length of the inspection is reasonable.

30 OTHER PAYMENT OBLIGATION:

Tenant shall promptly pay all taxes and fees of whatever nature, applicable to the operation of the Leasehold Premises, and shall maintain all licenses, municipal, state or federal, required for the conduct of business and shall not permit any of said taxes or fees to become delinquent. Tenant shall furnish to Lessor, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees above referenced. Tenant shall pay promptly when due all bills, debts and obligations, including but not limited to its portion of charges for water, sewer, light and electricity as set out in Section herein, as well as all charges for telephone service, refuse collection, and all other costs and expenses related to the operation of the Leasehold Premises and shall not permit the same to become delinquent and suffer any lien, mortgage, judgment, execution, or adjudication in bankruptcy which will in any way impair the rights of Lessor under this Agreement. All such costs and expenses of Tenant are to be borne by Tenant.

31. ADDITIONAL TENANT OBLIGATIONS

Tenant, in addition to all other obligations set forth above, shall:

- a. Renovate the existing facility into a usable new indoor in-line facility in accordance with applicable building codes, ADA accessibility requirements and desired quality

enhancements as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference;

- b. Provide maintenance for all interior portions and exterior building portions of the facility and snow removal from the parking lot, at Tenant's sole expense;
- c. Provide a retail pro shop focused on in-line hockey;
- d. Provide concessions;
- e. Solicit and procure sponsorships and other forms of alternative funding as appropriate;
- f. Manage and operate leagues, lessons, related programs, and rentals for the facility;
- g. Provide marketing and public relations support for this facility as a community amenity;
- h. Respond to Landlord contact regarding any written request within 15 days;
- i. Provide Landlord with a storage area for park maintenance materials; and
- j. Operate the facility in accordance with the operational protocols hereto as Exhibit C and incorporated herein by reference.

32. ADDITIONAL LANDLORD OBLIGATIONS

32.1 Landlord, in addition to all other obligations set forth above, shall:

- a. Provide a staff liaison to assist with questions, details and negotiations related to the building code, permitting, structural details, public process requirements and approvals for the facility renovation;
- b. Provide a staff liaison to work with Tenant on an ongoing basis for fulfillment of mutual marketing goals.
- c. Make reasonable effort to include advertising/marketing materials in all Landlord regular activity guides at no expense to Tenant;
- d. Provide a link to the facility web site from Landlord's web sites;
- e. Provide a staff liaison to work with Tenants in the formation and promotion of additional in-line hockey programs and leagues and in conjunction with existing and future outdoor rink offerings;
- f. Notify and provide Tenant with a Right of First Refusal to match or exceed any bona fide offer from any third party for the provision of the same or similar facilities and/or programs on real property or facilities owned or leased by Landlord;

g. Negotiate in good faith with Tenant to construct, lease or operate additional same or similar facilities and/or programs prior to Landlord attempting to construct, lease, or operate the same or similar facility or programs;

h. Maintain all landscaping and repair and maintenance, except snow removal and general trash pickup, of all areas exterior to the facility in that area set forth on Exhibit A attached hereto and incorporated herein by reference;

i. Respond to Tenant's contact within 15 days of receiving any written request from Tenant; and

j. Provide positive public support for Tenant and Tenant's programs as long as Tenant is not in default of any of the terms of this Agreement.

LANDLORD:

HYLAND HILLS PARK AND RECREATION DISTRICT

Greg Mastriona, Executive Director

Approved as to legal form: _____
Richard Fuller, Administrative Counsel

CITY OF WESTMINSTER

Brent J. McFall, City Manager

Michele Kelley, City Clerk

Approved as to legal form: _____
City Attorney

TENANT:
INLINE ENDEAVORS L.L.C.

President

Secretary



Agenda Item 10 B

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Resolution No. 49 re Grant Applications to the Adams County Open Space Program

Prepared by: Tony Chacon, Senior Project Coordinator
Kathy Piper, Landscape Architect
Lynn Wodell, Open Space Acquisition Agent

Introduction

City Council action is requested to adopt the attached Resolution authorizing Staff to submit two grant applications to the Adams County Open Space Program for priority open space, trail and park projects; to sponsor an additional application for a project within the City submitted by another jurisdiction and to submit a maximum of two of the applications to Great Outdoors Colorado Trust Fund.

Summary

The Adams County Open Space Program has developed a process to provide matching grants to eligible jurisdictions for a variety of open space, trail and park projects, as outlined in the ballot issue approved by voters in November 1999. Applications are due to Adams County by August 1st.

Based upon a review of the guidelines and the criteria for scoring grant applications, Staff is proposing that two projects best fit the City's and County's open space grant priorities for open space acquisition and park development. One of the criteria for Adams County grants is that the projects need to be completed within one year. This is to help develop momentum for the County's new program. The projects described below are already underway, and could be completed within a year. Staff asks that City Council authorize the submittal of applications for the following project(s). If awarded one or more grants, Staff would return to City Council for approval of an agreement(s) between the City and County for the completion of the grant project(s).

- **Big Dry Creek Open Space Acquisition:** Staff propose the acquisition of approximately 30 acres in the Big Dry Creek Open Space and Trail Corridor north of 120th Avenue and north of the new alignment for the extension of Federal Boulevard to Zuni Street (see attached map). This land is being acquired for open space purposes. The acquisition is a good example of natural open space for the preservation of wetlands, wildlife habitat, buffer between communities (Broomfield and Westminster), scenic corridor preservation, view shed preservation and a trail corridor. Staff will prepare the application and anticipates asking for a match of approximately \$300,000 from Adams County. The City's share of the purchase price is available in the Open Space Fund.
- **Willowbrook Park Construction:** Willowbrook Park is located at 123rd Avenue and east of Huron Street next to the new Wexford development along Interstate 25. The park consists of eight acres and includes a small play area, picnic shelter, tables and soft trail. These existing features were placed there temporarily until the area was developed. With the new Wexford residential development and commercial growth in this area, Staff is recommending to upgrade the current amenities to accommodate the new growth. Staff will prepare the application and recommends asking for a grant of \$125,000 from Adams County toward a total cost of \$250,000 for this project. The City's matching share of \$125,000 is available in the Willowbrook Capital Improvement project.

In addition, the Staff requests authorization for the City to be the sponsoring entity for the following project within the City.

- **Career Enrichment Park:** City and School District #50 staff propose improvements to the pedestrian trail and soccer field, and development of an arboretum and passive park at the Career Enrichment Park located in South Westminster at the northeast corner of 72nd Avenue and Lowell Boulevard. Through an intergovernmental agreement approved in 2000, the City and District embarked upon a plan to revitalize the campus to promote more active and sustained community use. The adopted plan estimated the total cost of the improvements from \$1 to \$1.5 million and proposed that such improvements be incrementally made over several years as funding was available. Staff recommends that a grant of \$100,000 be requested from Adams County and an additional \$100,000 from Great Outdoors Colorado (GOCO) Trust Fund. Funding through Adams County and GOCO would help accelerate completion of the improvements. In addition to sponsoring this application, the City will also be a contributing partner under the terms of the Intergovernmental Agreement between the City and the District.

Policy Issues

Shall City Staff pursue matching grants for these projects from the Adams County Open Space Program and Great Outdoors Colorado Trust Fund? All projects are budgeted by the City, and no new City funding is required for these grants.

Staff Recommendation

Adopt Resolution No. 49 authorizing the submittal of open space grant applications for Big Dry Creek Open Space and Trail Corridor and Willowbrook Park and be a contributing partner for the grant application for Career Enrichment Park to the Adams County Open Space Program and Great Outdoor Colorado.

Alternatives

City Council could direct Staff to not submit any grant applications to Adams County or GOCO, or could direct Staff to submit one or more other projects for funding. However, these two projects represent highest priorities for open space, trail and park acquisitions and improvements, as determined by the respective Advisory Boards, by prior City Council approvals of specific projects and the Capital Improvement Plan budgeting process, and from numerous citizen requests. If awarded one or more grants, this could free up City funds for other priority projects.

Background Information

The Adams County Open Space Grant Program continues to fund projects throughout Adams County in two grant cycles each year. The creation and use of the open space tax funds was approved by Adams County voters on November 2, 1999. The City has received two open space grants and two park grants since the creation of the program. It is important to select projects that are of high priority, and that can be completed quickly, thus creating a successful partnership that will hopefully continue with many future projects.

Respectfully submitted,

RESOLUTION

RESOLUTION NO. 49
COUNCILLORS

INTRODUCED

BY

SERIES OF 2001

OPEN SPACE GRANT REQUESTS TO THE ADAMS COUNTY OPEN SPACE PROGRAM

WHEREAS, Adams County has established an Open Space Grant application process to assist with development of passive and active use projects for eligible jurisdictions within Adams County, Colorado; and

WHEREAS, the City of Westminster City Council and residents sincerely appreciate the grants previously received by the City from the County; and

WHEREAS, the City of Westminster has budgeted for and intends to acquire additional property for the Big Dry Creek Open Space and Trail Corridor; and

WHEREAS, the City of Westminster has budgeted for and intends to construct improvements for Willowbrook Park; and

WHEREAS, matching grant funding from the Adams County Open Space Program would assist in the acquisition and construction of the above projects, for the benefit and enjoyment of those residents of Adams County, the City of Westminster and the State of Colorado.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster Staff submit grant applications to the Adams County Open Space Program, requesting funding of \$300,000 for the acquisition of property along the Big Dry Creek Open Space and Trail Corridor, and \$125,000 for the development of Willowbrook Park.

NOW, THEREFORE, the Westminster City Council also hereby resolves that City of Westminster also agrees to support, sponsor, and be a contributing partner for the grant application requesting funding of \$100,000 for development of the Career Enrichment Park within our city boundaries.

NOW, THEREFORE, the Westminster City Council also hereby resolves that City of Westminster Staff may also apply for grants from Great Outdoors Colorado Trust Fund for any or all of these projects.

ATTEST:

Mayor

City Clerk



Agenda Item 10 C

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Councillor's Bill 54 re Supplemental Appropriations of Grant Awards into The Open Space Fund

Prepared by: Lynn Wodell, Open Space Acquisition Agent

Introduction

City Council action is requested to pass on first reading the attached Councillor's Bill on first reading authorizing supplemental appropriations of \$745,000 into the Open Space Fund.

Summary

The proposed supplemental appropriations include \$245,000 in Department of Energy Funds received through Jefferson County toward the Snow property purchase located at the northwest corner of Alkire Street and 100th Avenue near Standley Lake, \$300,000 in Adams County Open Space Funds received toward the purchase of open space at McKay Lake near 144th Avenue and Zuni Street and \$200,000 in Urban Drainage and Flood Control District Funds received toward the Hawn open space acquisition along Big Dry Creek and Walnut Creek west of U. S. Highway 36. These funds will be used to purchase additional open space acquisitions, as approved by City Council.

Policy Issue

Does City Council wish to accept the grants outlined above and authorize their use toward approved open space acquisitions?

Staff Recommendation

Pass Councillor's Bill No. 54 on first reading appropriating \$745,000 into the Open Space Fund.

Alternatives

City Council could choose not to authorize the supplemental appropriations of \$745,000 into the Open Space Fund at this time. However, these are all grant funds previously authorized by Council and these funds are necessary to close several acquisitions between now and the end of the year. Staff does not recommend the alternative.

Background Information

City Council had previously authorized Staff to apply for these three grants from Adams County Open Space Program, Department of Energy/Jefferson County and the Urban Drainage and Flood Control District, to assist with these open space purchases. Staff is very pleased to report that three grant applications were successful at the full amounts requested. These grant funds have been paid to the City and have been placed in a holding account until the monies are appropriated for their intended use.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **54**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2001 BUDGET OF THE OPEN SPACE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2001 appropriation for the Open Space Fund, initially appropriated by Ordinance No. 2839 in the amount of \$4,827,625 is hereby increased by \$745,000 which, when added to the fund balance as of the City Council action on August 13, 2001 will equal \$6,922,625. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of various grants received in 2001.

Section 2. The \$745,000 increase in the Open Space Fund shall be allocated to City Revenue and Expenditure accounts, which shall be amended as follows:

Description	Current Budget	\$ Increase	Final Budget
REVENUES			
Intergovernmental - Federal 54-0426-000	\$0	\$245,000	\$245,000
Intergovernmental – Districts 54-0428-000	0	200,000	200,000
Intergovernmental – State of Colorado 54-0478-000	0	<u>300,000</u>	300,000
Total Change to Revenues		<u>\$745,000</u>	
EXPENSES			
Land Purchases 54-10-90-501-000	\$1,911,264	<u>\$745,000</u>	\$2,656,264
Total Change to Expenditures		<u>\$745,000</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of July 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2001.

ATTEST:

Mayor

City Clerk



Agenda Item 10 D

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Resolution No. 49 re Adoption of Trails Master Plan

Prepared by: Julie Meenan Eck, Landscape Architect

Introduction

City Council action is requested to pass Resolution No. 49 to formally adopt the revised City of Westminster's Trails Master Plan dated June 25, 2001.

Summary

The Trails Master Plan was presented to City Council for review and discussion at the July 2 Study Session. Staff has taken note of the various comments made by City Council, and based on that meeting, has determined that the Trails Master Plan dated June 25, 2001, represents the vision and policy directing and guiding the City's development of future trails. Therefore, Staff recommends that City Council formally adopt the attached revised Trails Master Plan as presented. A copy of this plan was distributed to City Council prior to the July 2 study session.

Policy Issue(s)

Does City Council wish to approve the revised Trails Master Plan to be adopted and distributed throughout the City?

Staff Recommendation

Adopt Resolution No. 49 approving the City of Westminster revised Trails Master Plan dated June 25, as a planning guide for future trails projects in the City.

Alternative(s)

1. City Council could reject approving this master plan document and could elect to have Staff plan year to year for trails development and strategies.
2. City Council could reject approving this master plan and direct Staff to draft a new plan with a different format and type of information.

Background Information

In the first quarter of 2000, Staff from the Parks, Recreation and Libraries Department, City Manager's Office, and the Community Development Department started working on a new Trails Master Plan for the City, updating the plan that was adopted in 1990. The intent of the original Trails Master Plan was to establish the main trunk lines along Big Dry Creek, Farmers Highline Canal, Little Dry Creek, and Walnut Creek. That goal being almost accomplished, Staff would like to turn the focus of the Master Plan towards connecting the secondary trail links to subdivisions and surface street linkages as well as making recommendations to link the City's system with surrounding communities to create regional trails access for our citizens. The Trails Task Force has carefully inventoried and evaluated several potential options for linking various segments of the City to the main trail trunk lines.

The Trails Task Force determined what trails are existing, trails that have been proposed to be constructed over the next ten years, as well as trails that are obvious links throughout the City, but are not on City-owned property.

The Draft Master Plan was presented at a citywide public meeting in October of 2000. About 30 people attended the Trails Master Plan meeting and were pleased to discover how comprehensive the trails system is in Westminster. Trail users of all interest were represented from pedestrians and bicyclists to equestrian users. Staff took citizens' comments and incorporated them into the Master Plan.

In November of 2000, Staff sent the draft plan to the surrounding cities and counties for comment. Staff received coordination comments and copies of other cities trail master plans. These Master Plans were then coordinated with the City's plan, and key regional links were incorporated into the new plan. The Parks, Open Space and Trails (POST) Board, which consists of Staff from the City Managers Office, Community Development and Parks, Recreation and Libraries Departments had input during the whole planning process and reviewed and commented on each draft copy.

City Council reviewed this proposed revision to the original Trails Master Plan at their Study Session of July 2, 2001. Councillor Hicks provided Staff with some written comments, which he asked Staff to address. Councillor Hicks' comments on the Master Plan have been reviewed and responded to as follows:

1. Dead end trails: A question was asked as to why the trails appear to dead end at the City limits. The response is that the surrounding communities have reviewed these potential trail links and concur with continuing these connections into their jurisdictions, which will be shown on the City's map as future extensions.
2. Three-quarter trails around some ponds: It was noted that a few open space ponds do not have a full loop trail shown. Staff would prefer full loop trails around all open space ponds, but in a few situations (as pointed out by Councillor Hicks) where that does not happen, it is because either the City does not own the necessary property to make the connection or site conditions do not physically allow for a trail to be constructed.
3. Why are double trails shown?: This is because there are some locations along the major roads where one trail or sidewalk exists on only one side of the road. The double line would indicate that the plan recommends adding an additional trail or sidewalk to the other side when the opportunity exists to do so. An example would be Westminster Boulevard where there is an existing sidewalk/trail on the east side, but when the west side is developed, the developer will be required to install a sidewalk on the west side as well.

The intention of this Master Plan is to function as a working plan for Staff, and to be shared with developers to require trail installation on private development per the City Code. The plan will be updated in the future as necessary. Once the Master Plan is approved and adopted, it will be sent to a printer and turned into a professional brochure to be distributed to citizens upon their request.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **49**

INTRODUCED BY COUNCILLORS

SERIES OF 2001

ADOPTION OF TRAILS MASTER PLAN

WHEREAS, City Council authorizes preparation of a Trails Master Plan; and

WHEREAS, City Council is very supportive of the quality of life enhancement offered by the trail amenities; and

WHEREAS, the Trails Master Plan will provide direction and be used as a planning guide in the City of Westminster for the development of trails; and

WHEREAS, City Council recognizes the importance of the adoption of the Trails Master Plan as a planning guide in delivering a complete trails system to the citizens of Westminster; and

WHEREAS, the Master Plan portrays projected desires for the development of trails, contingent upon funding for these potential projects,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Westminster, Colorado formally endorses the recommendations and conclusions of the Trails Master Plan and hereby adopts the subject Master Plan, to be used as a planning guide for the current and future development of trail projects.

Passed and adopted this 23rd day of July, 2001

ATTEST:

Mayor

City Clerk



Agenda Item 10 E

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Councillor's Bill No. 55 re Wadsworth Estates Subdivision Supplemental Appropriation

Prepared by: Kevin Colvett, Senior Civil Engineer

Introduction

City Council action is requested to pass the attached Councillor's Bill on first reading which appropriates \$63,830 for miscellaneous improvements to Wadsworth Boulevard (Old Wadsworth) at 96th Avenue. The developer for the Wadsworth Estates Subdivision was obligated to construct and/or pay cash-in-lieu of construction for improvements to Wadsworth Boulevard. A portion of the improvements to Wadsworth Boulevard was constructed as part of the development, while the remainder was paid on June 14, 2001, as a cash-in-lieu payment of \$63,830. This appropriation is required so the City may improve the intersection of 96th Avenue and Wadsworth Boulevard per Council's direction.

Summary

Wadsworth Estates Subdivision was approved by Planning Commission on September 12, 2000, and then by Council on September 25, 2000. At both public hearings the main concern was traffic on Wadsworth Boulevard, specifically the intersection at 96th Avenue. The Wadsworth Estates Subdivision does not abut 96th Avenue (its northern property line is approximately 200 feet south of 96th Avenue), and was therefore not required to improve that intersection. However, it was made clear to Staff in the neighborhood meetings and at the public hearings that the major traffic concern related to approval of the Wadsworth Estates Subdivision was at this intersection, especially at times when traffic is turning into and out of Semper Elementary School. For this reason, it was requested that the City improve this situation. Knowing that a cash-in-lieu payment was forthcoming from Wadsworth Estates Subdivision, Staff asked at the public hearings that this money be appropriated to traffic signalization and sidewalk improvements at 96th Avenue. At the time of the Council hearing on September 25, 2000, it was indicated that this was an acceptable proposal.

The proposed improvements to the 96th Avenue / Wadsworth Boulevard intersection will include a span-wire traffic signal and a 200 foot sidewalk extension from Wadsworth Estates to the intersection. This will allow automotive and pedestrian traffic to access Semper Elementary School across Wadsworth Boulevard at a protected location. Furthermore, the recent completion of the 96th Avenue connection from Teller Street to Pierce Street will increase the traffic at Wadsworth Boulevard/96th Avenue, which already meets some signalization warrants, especially when Mandalay Middle School is in session. It is anticipated that the \$63,830 amount will pay for the above improvements. Any balance will be retained for the ultimate improvements to Wadsworth Boulevard.

Staff Recommendation

Pass Councillor's Bill No. 55 on first reading appropriating \$63,830 to the appropriate Capital Project Account.

Alternatives

Council could opt to retain the entire \$63,830 cash-in-lieu payment in the future Capital Improvement Project account, to be utilized as a part of a larger project. However, improvements to Wadsworth Boulevard are not currently planned to take place for several years.

Background Information

Wadsworth Boulevard is designated as a minor arterial with two lanes in each direction and a striped median on the current Comprehensive Roadway Plan. Since Wadsworth Estates abuts Wadsworth Boulevard, the development was responsible for improving the west half of the existing two-lane facility to minor arterial status, essentially adding 20 feet of paving for southbound traffic. Typically, these improvements are required to be constructed as part of the development, and on occasion cash-in-lieu of construction is accepted where a roadway is not yet designed. In this case, some improvements were required to Wadsworth Boulevard simply to maintain safe access into and out of Wadsworth Estates and also to maintain adequate drainage from the road. The remainder of the developer's obligation for Wadsworth Boulevard was paid as cash-in-lieu of construction.

Currently, there are no traffic signals on Wadsworth Boulevard between 92nd Avenue and Church Ranch Boulevard, which is a stretch of almost one and a half miles. Traffic on Wadsworth Boulevard has consistently increased over the last ten years, and with the construction of several million square feet of office space in Interlocken and Westmoor in recent years, traffic counts have begun to increase rapidly. Installing a signal at 96th Avenue would not only facilitate safer access to Semper Elementary and Mandalay Middle School, but would also create "gaps" for other accesses north and south of this location.

This appropriation of the cash-in-lieu payment would allow for much-needed interim improvements to Wadsworth Boulevard that could maintain safer traffic flows and pedestrian access at the Wadsworth Boulevard / 96th Avenue access. At the public hearings, it was indicated that making such interim improvements would address the concerns of some of the citizens in the area, and utilizing the cash-in-lieu payment to fund such improvements was supported by Staff.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO.

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2001 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2001 appropriation for the General Capital Improvement Project Fund, initially appropriated by Ordinance No. 2839 in the amount of \$14,802,638 is hereby increased by \$63,830 which, when added to the fund balance as of the City Council action on August 13, 2001 will equal \$34,700,737. The actual amount in the General Capital Improvement Project Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions.

Section 2. The \$63,830 increase in the General Capital Improvement Project Fund shall be allocated to City Revenue and Expense accounts which shall be amended as follows:

<u>Description</u>	<u>Current Budget</u>	<u>\$ Increase</u>	<u>Final Budget</u>
<u>REVENUES</u>			
Cash-in-lieu			
75-0955-355	\$0	\$63,830	\$63,830
Total Change to Revenues		<u>\$63,830</u>	
<u>EXPENSES</u>			
Traffic Signal System Improvements Project			
75-30-88-555-274	\$104,288	\$63,830	\$168,118
Total Change to Expenditures		<u>\$63,830</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of July, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2001.

ATTEST:

Mayor

City Clerk



Agenda Item 10 F

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Revised City Council Assignments

Prepared by: J. Brent McFall, City Manager

Introduction

Action is requested pertaining to Council assignments for the balance of 2001. This pertains to internal committees of the City organization as well as numerous external organizations in which the City has an involvement.

Summary

The Council has discussed a revised set of City Council assignments and the updated listing of assignments is ready for formal action.

Staff Recommendation

Council approves revised Council assignments for the balance of 2001.

Background Information

The City of Westminster is involved in a number of organizations, which are external to the city government. These include a wide range of both standing committees as well as groups that are formed to address current issues. They range from regional air quality and transportation issues to representation on the Denver Regional Council of Governments (DRCOG) and the Urban Drainage and Flood Control District (UDFCD). City Council and Staff are active participants on a number of committees related to regional issues such as the Northwest Quadrant/Parkway and the I-25 Corridor Study committees and the U.S. 36 MIS.

Also, there are 13 City Boards and Commissions in which a City Council liaison is assigned. The purpose of such Council assignments is to assure open and time sensitive communications between City Council and the respective Board or Commission. These particular assignments are to be handled on an "on-call" basis. The Chairperson of each respective Board or Commission shall be responsible to contact the Council representative when he or she is needed to be at the respective meeting. Otherwise, the Council representative will not be in attendance at the Board/Commission meeting.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



Agenda Item 11 A

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Councillor's Bill No. 41 re Amendment of Section 6-1-1, W.M.C. re Definitions of "Public Place" and "Possession"

Prepared by: Mark Cohen, Assistant Prosecuting Attorney; Jeff Cahn, Lead Prosecuting Attorney

Introduction

City Council is requested to continue to table the second reading of this Councillor's Bill pertaining to definitions of "public place" and "possession".

Summary

As Council will recall, Staff originally proposed certain modifications to Section 6-1-1 of the Westminster Municipal Code in order to clarify the meaning of the terms "possession" and "public place" as those terms are currently used in Title 6 of the Westminster Municipal Code. During Council discussion of the proposal, questions have arisen concerning whether the definition of "public place" should include automobiles and private residences when those residences are occupied by someone other than the owner and without the owner's permission. In addition, the interaction between existing code sections that currently contain a definition of "public place" and the proposed amendment should be reviewed with Council prior to adoption of the proposed amendment. A more detailed Staff Report concerning the proposed amendments and potential options will be forthcoming in advance of the August 6 Study Session.

Recommendation

Leave Councillor's Bill No. 41 on the table.

Respectfully submitted,

Brent McFall
City Manager



Agenda Item 11 B

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Councillor's Bill No. 42 re Amendment of Section 10-1-14(B), W.M.C., re Gopeds and Other Unlicensed Vehicles on City Streets

Prepared by: Mark Cohen, Assistant Prosecuting Attorney

Introduction

City Council is requested to continue to table the second reading of this Councillor's Bill pertaining to gopeds and other unlicensed vehicles on City streets.

Summary

As Council will recall, Staff originally proposed certain modifications to section 10-1-14(B) of the Westminster Municipal Code in order to clarify that this section, which prohibits "unlicensed vehicles" from public streets and public and private parking lots, included "go-peds." During Council discussion of the proposal, questions have arisen concerning the applicability of this ordinance to "barbie cars", golf carts and wheelchairs. In addition, issues concerning the interaction between 10-1-14(A) and the Model Traffic Code have been identified. Moreover, direction will be needed concerning the possible liberalization of this ordinance to allow battery-powered vehicles in private and/or public parking lots. A more detailed Staff Report concerning the proposed amendments and potential options will be forthcoming in advance of the August 6 Study Session.

At the August 6 Study Session, Staff plans to present Council with an overview of the existing regulatory scheme as well as options that the City can pursue concerning these issues.

Recommendation

Leave Councillor's Bill No. 42 on the table.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



Agenda Item 11 C

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

Date: July 23, 2001

Subject: Second Reading of C B No. 45 re Permitted Uses in C1, C2 and M1 Zone Districts

Prepared by: Daniel E. Osborn, Planner I

Introduction

In response to City Council's direction, Staff has rewritten the proposed City initiated additions to the C1 "Permitted Uses" section (11-4-4) of the Westminster Municipal Code (WMC) as follows:

- a) Automotive Rental Offices with the following conditions:
 - 1) Limited to 1.5 vehicles per 100 square feet of leased space with a maximum of twenty (20) vehicles;
 - 2) Vehicles must be in good condition (mechanically and exterior);
 - 3) No car wash or repair facilities;
 - 4) Limited to one office per shopping center; and
- b) Audio and Visual Sales, Service and Part Store .

This change ties the size of the leased office space to the number of vehicles allowed. City Council is requested to take action on second reading of Councillor's Bill No. 45 as rewritten.

Summary

Major Issues: This item was originally heard on July 9, 2001, by City Council and passed on first reading. However, City Council directed Staff to research additional language to restrict the number of vehicles per retail office to address potential parking problems. The proposed revisions listed above are highlighted on the attachment.

Policy Issue(s)

Whether or not to add additional language allowing Automotive Rental Offices and Audio and Visual parts sales in C1, C2, and M1 districts.

Planning Commission Recommendation

This case was heard by the Planning Commission on June 26, 2001. The Commission voted unanimously to recommend to the City Council that the zoning changes to section 11-4-4 WMC entitled "Permitted Uses" be approved as recommended with the following addition: Limit auto rental offices to one office per shopping center and confer with the City Attorney's Office on the best way to assure that cars in disrepair are not allowed. Two individuals spoke in favor of the application.

Staff Recommendation

Pass Councillor's Bill No. 45 on second reading amending Section 11-4-4 to add the following uses to the C1, C2 and M1 districts:

- (a) Automotive Rental Offices with the conditions that they are:
 - 1. Limited to 1.5 vehicles per 100 square feet of leased space with a maximum of twenty (20) vehicles;
 - 2. Vehicles must be in good condition (mechanically and exterior);
 - 3. No car wash or repair facilities;
 - 4. Limited to one office per shopping center; and
- Audio and Visual Sales, Service and Parts Store.

Alternative(s)

- 1. Pass Councillor's Bill No. 45 on second reading as originally proposed.
- 2. Deny the proposed additions amendments to the "Permitted Uses" section. This action would preclude the above uses in the C1 district.

Background Information

Based on City Council concerns regarding Automotive Rental Offices, Staff has proposed changes limiting the total number of vehicles on site based on the square footage of the leased tenant space. The proposed language would allow Automotive Rental Offices with the following conditions:

- 1) Limited to 1.5 vehicles per 100 square feet of leased space with a maximum of twenty (20) vehicles;
- 2) Vehicles must be in good condition (mechanically and exterior); and
- 3) Limited to one office per shopping center.

This revision has been discussed with a representative of Dollar Rent-a-Car.

The previous agenda memorandum is attached.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **45**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING 11-4-4 OF THE WESTMINSTER MUNICIPAL CODE TO ALLOW AUTOMOTIVE RENTAL OFFICES AND AUDIO AND VISUAL SALES, SERVICE, AND PARTS STORES IN THE C1, C2 AND M1 DISTRICTS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-4-4 is hereby AMENDED as follows:

11-4-4: PERMITTED USES: This section lists the permitted uses in specific zoning districts. The table of permitted uses which follows lists the permitted uses within each corresponding district, excluding the Planned Unit Development District, PUD. Uses permitted pursuant to this section do not extend to that area included in the "Westminster Urban Renewal Plan." Uses permitted in that area shall be governed by the Plan. The listing of a use as being permitted in any particular district shall be deemed to be an exclusion of such use from any other district unless the use is specifically permitted in such other district. Uses are permitted only insofar as they are not prohibited or in conflict with other provisions of this Chapter or the City's Comprehensive Plan. In the event of any conflict or inconsistency between this section and the City's Comprehensive Plan, the Comprehensive Plan shall control.

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Antique Shop										C1	C2		
Apparel & Accessory Store									B1	C1	C2		
Artist's Studios/Art Galleries									B1	C1	C2		
Arts & Crafts/Drafting Supply								B1	C1	C2			
Assembly Halls & Event Centers for Private Functions such as Weddings, Receptions, Conferences & Meetings)									C1	C2			
Audio/Visual Sales, Service, and Parts Store										C1	C2	M1	
Automobile Accessory Store								B1	C1	C2			
Automobile, Boat, Camper & Recreational Vehicle Showrooms for the purposes of lease only, without parts, service, outdoor storage, or operational demonstrations								B1	C1	C2	M1		
Automotive & Heavy Equipment Rental										C2	M1		

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Automotive Rental Offices with the following conditions: 1) Limited to 1.5 vehicles per 100 square feet of leased space with a maximum of twenty (20) vehicles; 2) Vehicles must be in good condition (mechanically and exterior); 3) No car wash or repair facilities; and 4) Limited to one office per shopping center.										C1	C2	M1	
Automotive Rental Office (limited to 20 cars on-site in good condition (mechanical and exterior) with no car wash, maintenance, or repair facilities limited to one office per shopping center)										C1	C2	M1	
Bakeries										B1	C1	C2	
Bar/Nightclub/Tavern										B1	C1	C2	
Barber & Beauty Shop										B1	C1	C2	
Beauty Supply Sales										B1	C1	C2	
Bed & Bath Shop										B1	C1	C2	
Bingo Establishment/Social Gaming Outlet												C2	
Book/Magazine/News Dealer, Excluding Dealers Selling Goods Not Available To All Ages										B1	C1	C2	
Bulk Fuel Sales											C2	M1	
Camera & Photographic Supply										B1	C1	C2	
Carpet & Rug Store										B1	C1	C2	
China & Glassware										B1	C1	C2	
Cleaning/Laundry/Tailor/Fur Storage										B1	C1	C2	
Computer Hardware, Software, and Accessories										B1	C1	C2	
Costume Sales & Rental										B1	C1	C2	
Custom Crafts/Ceramics/Stained Glass										B1	C1	C2	
Department/Variety/Catalog Store										B1	C1	C2	
Draperies & Window Coverings										B1	C1	C2	
Drug Store										B1	C1	C2	
Fabric Store										B1	C1	C2	
Fast Food Restaurant/Snacks										B1	C1	C2	
Florist & Plant Shop										B1	C1	C2	
Food Store										B1	C1	C2	
Funeral Home/Mortuary										C1	C2		

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Furniture/Appliance Store									B1	C1	C2		
Furniture/Equipment Rental for Home Use Only									B1	C1	C2		
Gasoline Service Station									B1	C1	C2	M1	
General Automobile Repair											C2	M1	
General Repair Shop											C2	M1	
Gifts/Novelties/Souvenirs, Excluding Dealers Selling Goods Not Available to All Ages									B1	C1	C2		
Greenhouse											C2	M1	O1
Hardware									B1	C1	C2		
Home Furnishing/Home Improvement Centers									B1	C1	C2		
Hotel/Motel/Resort										C1	C2		
Indoor Entertainment Establishments including Amusement Centers, Bowling, Billiards, Movie Theaters, & Similar Uses									B1	C1	C2		
Jewelry/Watch & Clock/Watch & Clock Repair Store									B1	C1	C2		
Kitchen, Cookware Store									B1	C1	C2		
Lawn & Garden Store									B1	C1	C2		
Leather Goods & Luggage Store									B1	C1	C2		
Liquor Store									B1	C1	C2		
Massage Parlor											C2		
Medical Equipment									B1	C1	C2		
Motor Vehicle, Recreational Vehicle, & Commercial Equipment Dealer, including Automobile, Aircraft, Boats, Campers, Mobile Homes, Trucks, Trailers, Heavy Equipment, Construction Equipment & Farm Implements-- New or Used												C2	M1
Music, Records, Tapes, Video Sales & Rental									B1	C1	C2		
Office Furnishings & Supply/ Typewriter Sales and Service									B1	C1	C2		
Optical Store									B1	C1	C2		
Outdoor Entertainment Establishment											C2		
Packaging & Postal Substation									B1	C1	C2		
Paint & Wallpaper Store									B1	C1	C2		
Pawn Shop											C2		
Pet Store/Pet Grooming									B1	C1	C2		
Photography/Processing Studio									B1	C1	C2		

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Print Shop									B1	C1	C2		
Restaurants									B1	C1	C2		
Saddle & Tack Store									B1	C1	C2		
Shoe Sales/Repair									B1	C1	C2		
Sporting Goods									B1	C1	C2		
Stationery & Card Shop									B1	C1	C2		
Tanning Salon									B1	C1	C2		
Toy/Hobby Store									B1	C1	C2		
Travel Agency									B1	C1	C2		
TV & Electronic Appliance Repair									B1	C1	C2		
Used Merchandise/Thrift Store -- All Types Except Used Motor Vehicle Parts												C2	
Used Motor Vehicle Parts												M1	
Variety Store									B1	C1	C2		
Wholesale & Commercial Heating, Plumbing, Electrical,Lumber, & Building Equipment & Material											C2	M1	

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 9th day of July, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of July, 2001 AS AMENDED.

ATTEST:

Mayor

City Clerk

Agenda Memorandum

Date: July 9, 2001

Subject: Public Hearing re Councillor's Bill No. 45 on Permitted Uses in C1, C2 and M1 Zone Districts

Prepared by: Daniel E. Osborn, Planner I

Introduction

City Council action is requested on the City initiated additions of Automotive Rental Offices (limited to 20 cars on-site, in good condition (mechanical and exterior) with no car wash, maintenance, or repair facilities, limited to one office per shopping center) and Audio and Visual Sales, Service, and Part Stores to the "Permitted Uses" outlined in section 11-4-4 of the Westminster Municipal Code (WMC).

Summary

Major Issues: Recently, Economic Development and Planning Staff have been approached by various car rental businesses and an audio visual equipment contractor supplier to locate in Westminster's C1, commercial district. Currently, the Westminster Municipal Code, Permitted Uses sections does not allow for these uses in the C1 district. However, Planned Unit Development's (PUD's) could potentially allow these uses, if in conformance with the Comprehensive Land Use Plan (CLUP). City Staff has considered the request of the businesses and is in support of additional language within the "Permitted Uses" section of the Zoning Code to allow these uses. The proposed revisions are highlighted on the attachment.

Policy Issue(s)

Whether or not to add additional language allowing Automotive Rental Offices and Audio and Visual parts sales in C1, C2, and M1 districts.

Planning Commission Recommendation

This case was heard by the Planning Commission on June 26, 2001. The Commission voted unanimously to recommend to the City Council that the zoning changes to section 11-4-4 WMC entitled "Permitted Uses" be approved as recommended with the following addition: Limit auto rental offices to one office per shopping center and confer with the City Attorney's Office on the best way to assure that cars in disrepair are not allowed. Two individuals spoke in favor of the application.

Staff Recommendation

1. Hold a public hearing on the proposed Permitted Uses section additions.
2. Pass Councillor's Bill No. 45 on first reading amending section 11-4-4 to add the following uses:
 - (a) Automotive Rental Offices (limited to 20 cars on-site, in good condition (mechanical and exterior) with no car wash, maintenance, or repair facilities, limited to one office per shopping center) to the C1, C2 and M1 districts; and (b) Audio and Visual Sales, Service, and Parts Stores to the C1, C2 and M1 districts.

Alternative(s)

Deny the proposed additions amendments to the "Permitted Uses" section. This action would preclude the above uses in the C1 district.

Background Information

The proposed changes are in response to the evolving way in which automotive rental offices are operated and to allowing audio and visual sales, service, and parts stores in more areas of the City. Adding the additional language would allow greater flexibility to accommodate the requests for businesses wanting to locate in the C1 district. Through recent policy meetings with Staff and discussions with the Development Review Committee, Staff has concluded that the additional language would benefit the City in meeting the needs of area businesses and be similar to other C1 businesses.

The C1 zone is a commercial district that allows retail and office where outside storage of merchandise is permitted. The City has not been able to accommodate Automotive Rental or Audio Visual supply uses in the C1 zone even though they are similar to many other uses allowed. Also, within the PUD zone district the same businesses could be accommodated within a similar Retail Commercial development. Many of the requests from the business community for placement in these zone districts have come with the encouragement from the Economic Development Division. With this amendment automotive rental offices limited to 20 cars on site with no car wash, maintenance or repair facilities, and audio and visual supply uses would be permitted in the C1 district.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **45**

SERIES OF 2000

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING 11-4-4 OF THE WESTMINSTER MUNICIPAL CODE TO ALLOW AUTOMOTIVE RENTAL OFFICES AND AUDIO AND VISUAL SALES, SERVICE, AND PARTS STORES TO THE C1, C2 AND M1 DISTRICTS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-4-4 is hereby AMENDED as follows:

11-4-4: PERMITTED USES: This section lists the permitted uses in specific zoning districts. The table of permitted uses which follows lists the permitted uses within each corresponding district, excluding the Planned Unit Development District, PUD. Uses permitted pursuant to this section do not extend to that area included in the "Westminster Urban Renewal Plan." Uses permitted in that area shall be governed by the Plan. The listing of a use as being permitted in any particular district shall be deemed to be an exclusion of such use from any other district unless the use is specifically permitted in such other district. Uses are permitted only insofar as they are not prohibited or in conflict with other provisions of this Chapter or the City's Comprehensive Plan. In the event of any conflict or inconsistency between this section and the City's Comprehensive Plan, the Comprehensive Plan shall control.

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Antique Shop										C1	C2		
Apparel & Accessory Store									B1	C1	C2		
Artist's Studios/Art Galleries									B1	C1	C2		
Arts & Crafts/Drafting Supply									B1	C1	C2		
Assembly Halls & Event Centers for Private Functions such as Weddings, Receptions, Conferences & Meetings)										C1	C2		
Audio/Visual Sales, Service, and Parts Store										C1	C2	M1	
Automobile Accessory Store									B1	C1	C2		
Automobile, Boat, Camper & Recreational Vehicle Showrooms for the purposes of lease only, without parts, service, outdoor storage, or operational demonstrations									B1	C1	C2	M1	
Automotive & Heavy Equipment Rental										C2	M1		

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Automotive Rental Office (limited to 20 cars on-site in good condition (mechanical and exterior) with no car wash, maintenance, or repair facilities limited to one office per shopping center)										C1	C2	M1	
Bakeries										B1	C1	C2	
Bar/Nightclub/Tavern										B1	C1	C2	
Barber & Beauty Shop										B1	C1	C2	
Beauty Supply Sales										B1	C1	C2	
Bed & Bath Shop										B1	C1	C2	
Bingo Establishment/Social Gaming Outlet												C2	
Book/Magazine/News Dealer, Excluding Dealers Selling Goods Not Available To All Ages										B1	C1	C2	
Bulk Fuel Sales												C2	M1
Camera & Photographic Supply										B1	C1	C2	
Carpet & Rug Store										B1	C1	C2	
China & Glassware										B1	C1	C2	
Cleaning/Laundry/Tailor/Fur Storage										B1	C1	C2	
Computer Hardware, Software, and Accessories										B1	C1	C2	
Costume Sales & Rental										B1	C1	C2	
Custom Crafts/Ceramics/Stained Glass										B1	C1	C2	
Department/Variety/Catalog Store										B1	C1	C2	
Draperies & Window Coverings										B1	C1	C2	
Drug Store										B1	C1	C2	
Fabric Store										B1	C1	C2	
Fast Food Restaurant/Snacks										B1	C1	C2	
Florist & Plant Shop										B1	C1	C2	
Food Store										B1	C1	C2	
Funeral Home/Mortuary											C1	C2	
Furniture/Appliance Store										B1	C1	C2	
Furniture/Equipment Rental for Home Use Only										B1	C1	C2	
Gasoline Service Station										B1	C1	C2	M1
General Automobile Repair											C2	M1	
General Repair Shop											C2	M1	
Gifts/Novelties/Souvenirs, Excluding Dealers Selling Goods Not Available to All Ages										B1	C1	C2	
Greenhouse											C2	M1	O1

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Hardware									B1	C1	C2		
Home Furnishing/Home Improvement Centers									B1	C1	C2		
Hotel/Motel/Resort										C1	C2		
Indoor Entertainment Establishments including Amusement Centers, Bowling, Billiards, Movie Theaters, & Similar Uses									B1	C1	C2		
Jewelry/Watch & Clock/Watch & Clock Repair Store									B1	C1	C2		
Kitchen, Cookware Store									B1	C1	C2		
Lawn & Garden Store									B1	C1	C2		
Leather Goods & Luggage Store									B1	C1	C2		
Liquor Store									B1	C1	C2		
Massage Parlor											C2		
Medical Equipment									B1	C1	C2		
Motor Vehicle, Recreational Vehicle, & Commercial Equipment Dealer, including Automobile, Aircraft, Boats, Campers, Mobile Homes, Trucks, Trailers, Heavy Equipment, Construction Equipment & Farm Implements-- New or Used												C2 Mi	
Music, Records, Tapes, Video Sales & Rental									B1	C1	C2		
Office Furnishings & Supply/ Typewriter Sales and Service									B1	C1	C2		
Optical Store									B1	C1	C2		
Outdoor Entertainment Establishment											C2		
Packaging & Postal Substation									B1	C1	C2		
Paint & Wallpaper Store									B1	C1	C2		
Pawn Shop											C2		
Pet Store/Pet Grooming									B1	C1	C2		
Photography/Processing Studio									B1	C1	C2		
Print Shop									B1	C1	C2		
Restaurants									B1	C1	C2		
Saddle & Tack Store									B1	C1	C2		
Shoe Sales/Repair									B1	C1	C2		
Sporting Goods									B1	C1	C2		
Stationery & Card Shop									B1	C1	C2		
Tanning Salon									B1	C1	C2		
Toy/Hobby Store									B1	C1	C2		
Travel Agency									B1	C1	C2		
TV & Electronic Appliance Repair									B1	C1	C2		

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
Used Merchandise/Thrift Store -- All Types Except Used Motor Vehicle Parts											C2		
Used Motor Vehicle Parts												M1	
Variety Store									B1	C1	C2		
Wholesale & Commercial Heating, Plumbing, Electrical,Lumber, & Building Equipment & Material											C2	M1	

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 9th day of July, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of July, 2001.

ATTEST:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, July 23, 2001.

Present at roll call were Mayor Heil, Mayor Pro-Tem Dixion, Councillors Atchison, Hicks, Kauffman and Moss. Absent was Councillor Merkel.

The minutes of the July 9, 2001 meeting were approved.

Mayor Heil presented a certificate of appreciation to Steve Johnson for service on Environmental Advisory Board.

Council approved the following: Financial Report for June, 2001; Contract for Outsourcing Selected Debt Management Duties; Output Technologies Contract Extension; Insurance Report: January-June, 2001; Open Space Adoptions; Raw Water Pipeline Construction Contract Award; Council Assignments; and extended leave for Councillor Merkel.

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

A BILL FOR AN ORDINANCE APPROVING A CONCESSION AGREEMENT BETWEEN THE CITY OF WESTMINSTER, HYLAND HILLS PARK AND RECREATION DISTRICT, AND INLINE ENDEAVORS L.L.C. FOR THE LEASE OF THE FORMER HYLAND HILLS ICE ARENA LOCATED AT 94TH AVENUE AND PERRY STREET, WESTMINSTER, CO purpose: leasing former Hyland Hills Ice Arena

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGET OF THE OPEN SPACE FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND purpose: appropriating grant funds into open space fund

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND purpose: appropriation for miscellaneous improvements to Wadsworth Boulevard (Old Wadsworth) at 96th Avenue

The following Councillor's Bill was adopted on second reading:

A BILL FOR AN ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT WITH WESTERN GAS RESOURCES, INC. FOR THE CONSTRUCTION OF OFFICE SPACE IN PARK CENTRE BUSINESS PARK

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

A BILL FOR AN ORDINANCE ALLOWING EXEMPTIONS FOR CREDIT FOR PARK DEVELOPMENT FEES IN TITLE XIII, CHAPTER 4, SECTIONS 3(A), 3(B), 3(C) AND 3(D)

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

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 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

A BILL FOR AN ORDINANCE AMENDING 11-4-4 OF THE WESTMINSTER MUNICIPAL CODE TO ALLOW AUTOMOTIVE RENTAL OFFICES AND AUDIO AND VISUAL SALES, SERVICE, AND PARTS STORES TO THE C1, C2 AND M1 DISTRICTS as amended

The following Resolutions were adopted:

Resolution No. 49 re Grant Applications to the AdCo Open Space Program

Resolution No. 50 re Adoption of Trails Master Plan

The following Councillor's Bills were tabled: CB No. 41, CB. No. 42, CB No. 48, CB. No. 49, CB No. 50

At 7:35 P.M. the meeting was adjourned.

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on August 2, 2001