



## CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
  - A. City Manager's Report
5. City Council Comments
6. Presentations
  - A. Employee Service Awards Presentation
  - B. Open Space Volunteers Recognition of a Decade of Service
  - C. Fire Prevention Month Proclamation
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
  - A. Financial Report for August 2010
  - B. 2011 Property and Liability Excess Insurance Renewal
  - C. Open Space Revegetation Project Construction Contract
  - D. Fleet Maintenance Cumulative Purchases of Over \$50,000
  - E. 2010 Utility Fund Capital Improvement Project Funding Modifications
  - F. DRCOG Project Applications for the 2012-2017 Transportation Improvements Program
  - G. Roof Replacements for CDOC, Five Star Pups and the Swim and Fitness Recreation Center
  - H. Purchase of the 6.34-acre Hawn-Hewit Property, Northeast Corner of 104<sup>th</sup> Ave. and Sheridan Blvd, for Open Space
  - I. Second Reading of Councillor's Bill No. 46 re Bowles House Rehabilitation Grant Supplemental Appropriation
  - J. Second Reading of Councillor's Bill No. 47 re Citylife Church lease Agreement at the Ice Centre at the Promenade
  - K. Second Reading of Councillor's Bill No. 48 re Amendments to Title IV of the W.M.C. re Tax Administration

### 9. Appointments and Resignations

### 10. Public Hearings and Other New Business

- A. Public Hearing re Housing and Urban Development Section 108 Loan Application
- B. Resolution No. 33 re Housing and Urban Development Section 108 Loan Application
- C. Resolution No. 34 re Building Permit Fee Schedule Minor Revisions
- D. Councillor's Bill No. 49 re Water and Wastewater Rate Adjustments
- E. Councillor's Bill No. 50 re Amending Chapter 7 of Title VIII of the W.M.C. Concerning Water Regulations
- F. Councillor's Bill No. 51 re Little Dry Creek Dog Park Supplemental Appropriation and Award of Grant Funds

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

### 12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session

- A. City Council
- B. Executive Session – Discussion of personnel matter (City Manager's performance evaluation) pursuant to WMC section 1-11-3(C)(1) and CRS 24-6-402(4)(f)

### 13. Adjournment

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

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, SEPTEMBER 13, 2010 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Boy Scouts from Pack 324 Presented the Colors and led the Mayor, Council, staff and audience in the Pledge of Allegiance.

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Mayor Pro Tem Dittman, to approve the minutes of the regular meeting of August 23, 2010, as written. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported the public hearing on the 2010 and 2011 Budget would be held later in this meeting. Copies of the budget were available in the City Clerk's Office, the College Hill Library, the Irving Street Library and on the City's website.

After this meeting the Westminster Economic Development Authority and the Westminster Housing Authority would meet. Council would then have a post-meeting briefing in the Board room, to which the public was welcome. At the conclusion of the briefing, Council would convene in executive session to provide direction relative to a proposed Economic Development Incentive Agreement with LGS Innovations pursuant to Westminster Municipal Code §1-11-3(C)(4), §1-11-3(C)(7), and Colorado Revised Statutes §24-6-402(4)(e).

COUNCIL REPORTS

Councillor Winter reported that the Public Safety Awards Banquet had been held at the Westin Conference Center on September 9. She thanked the Public Safety Recognition Foundation for an inspirational evening filled with stories of heroic deeds of Westminster Police Officers and Firefighters. Mayor McNally agreed.

Councillors Briggs and Kaiser were pleased to have Boy Scouts in the audience. Both were former leaders of Pack 324 and thanked the Westminster Presbyterian Church for sponsoring the Pack for more than 50 years.

Councillor Kaiser reported having attended the grand opening of Westminster High School. The building was remarkable and enrollment was nearly 2700.

PROCLAMATION

Mayor McNally called Scouts from Pack 324 and 216 and their leaders forward and read a proclamation declaring September 14 to be 100 Years of Scouting Day. Scouts had made countless contributions to the community over the years and this year marked the 100<sup>th</sup> anniversary of the Boy Scouts of America.

PRESENTATIONS

Tom McBride presented a \$400 stipend to Mayor McNally for her Adams County Extension Charity Beef Show "Best of Show for Municipality" award. The Mayor gifted the stipend to CureSearch, the only organization that provided funding for research of childhood cancers. She and her family had participated on the Rocky Mountain Children's Hospital Team at the Cure Walk on September 11, and she was pleased to present her \$400 winnings to Shay Martin, the team's co-captain.

### CITIZEN COMMUNICATION

Bill Holen, 513 Quentin Street in Aurora, and Yang Chee, 7051 Beacon Way, thanked Mayor McNally and Council for considering an agreement with the Lao-Hmong Memorial Foundation to design and construct a memorial at City Park. The contributions of the Lao-Hmong people in alliance with U.S. military forces in the Vietnam Conflict had been pivotal to the war effort and were deserving of recognition.

Jeff LaMonte, 571 South Taft in Lakewood, urged participation in Second Wind's annual fundraising event being held September 19 at the Jefferson County Fairgrounds. Second Wind, a youth suicide prevention program with a 100% success rate, served the youth of Westminster. This was the organization's sole fundraising event each year.

### CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the City Manager to sign an agreement with the Lao-Hmong Foundation for the design, construction and ongoing maintenance of a Lao-Hmong Memorial at City Park in substantially the same form as that included with the agenda memorandum; based on the City Manager's recommendation, City Council found that the public interest would best be served by authorizing the City Manager to execute a sole source purchase with Lee Mathews Equipment Company for one new 1,850-gallon per minute water pump, three replacement rotating elements and various other utilities system equipment in an aggregate amount not to exceed \$75,000; authorize the purchase and installation of six shade structures for the Armed Forces Tribute Garden from Triple M Recreation, LLC in the amount of \$75,650 with a 6% construction contingency of \$4,832 for a total project cost of \$80,482; authorize the City Manager to sign an agreement with a qualified wetlands mitigation bank for the purchase of one acre of wetland replacement credit in an amount not to exceed \$65,000; authorize the City Manager to enter into a \$313,190 contract with the low bidder, Ricor, Inc., for construction of new waterlines and appurtenances in the vicinity of Saint Anthony North Hospital, authorize a 10% construction contingency for a total construction budget of \$344,509, and authorize the City Manager to execute a \$15,460 contract amendment with J&T Consulting, Inc. for additional construction management services to be provided during construction; based on the City Manager's recommendation, find that the public interest would best be served by authorizing the City Manager to execute a \$65,445 contract with URS Corporation to provide water distribution system modeling and engineering services; pass Councillors Bill No. 43 on second reading appropriating FY2009 carryover funds into the FY2010 budgets of the General, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, Golf Course, Parks Open Space and Trails (POST), and General Capital Outlay Replacement Funds; and pass Councillor's Bill No. 44 on second reading providing for supplemental appropriation of funds to the 2010 budget of the General, Utility, and General Capital Improvement Funds.

Mayor Pro Tem Dittman moved, seconded by Councillor Major, to approve all items on the consent agenda except agenda item 8E. The motion carried.

### SAINT ANTHONY NORTH HOSPITAL WATERLINE CONSTRUCTION CONTRACTS

It was moved by Mayor Pro Tem Dittman, seconded by Councillor Major, to authorize the City Manager to enter into a \$313,190 contract with the low bidder, Ricor, Inc., for construction of new waterlines and appurtenances in the vicinity of Saint Anthony North Hospital, authorize a 10% construction contingency for a total construction budget of \$344,509, and authorize the City Manager to execute a \$15,460 contract amendment with J&T Consulting, Inc. for additional construction management services to be provided during construction. Councillor Kaiser recused himself due to a possible conflict of interest. The motion passed 6 to 1 with Councillor Kaiser abstaining.

### RESOLUTION NO. 31 FILLING VACANCIES ON VARIOUS BOARDS AND COMMISSIONS

Upon a motion by Councillor Winter, seconded by Councillor Kaiser, the Council voted unanimously on roll call vote to adopt Resolution No. 31 making appointments to fill vacancies on the Historic Landmark Board, the Human Services Board, the Planning Commission, and the Special Permit and License Board.

### PUBLIC HEARING ON 2011 AND 2012 CITY BUDGET

At 7:28 p.m. the Mayor opened a public hearing on the 2011 and 2012 City Budget to receive citizen comments. Mr. McFall summarized the proposed budget's revenues and expenditures by fund, as well as staffing adjustments to reduce funded full-time equivalents by 72.733 positions. The General Fund was projected to decrease by 5% as part of a comprehensive strategy to reduce spending to sustainable levels and focus on the core services of local government. This hearing was the last opportunity for public input prior to Council's Budget Retreat.

Council appreciated staff's thoughtful preparation of the proposed budget. The identification of core services expected from local government had ultimately led to reductions in programs and staffing. City Council recognized that very difficult decisions had been made to continue care of the City and its infrastructure for future generations.

Mayor McNally invited public comment.

Andrew Clark, 8510 West 89<sup>th</sup> Drive and Charles McMillan, 8862 Dudley, asked that the Kings Mill Swimming Pool not be closed as proposed in the budget. In addition to losing some of the neighborhood's ambiance, summer jobs for youth would be lost along with the opportunity to keep youth engaged in a wholesome summer activity. Chris Shaffner of Adams County Housing Authority requested \$13,000 in the City's allocation of Community Development Block Grant funds to assist with housing services in the community, as well as funding to assist with the rehabilitation of the Terrace Gardens apartment complex and the development of Adams County Housing Authority offices and commercial space in Westminster.

No others wished to speak. The Mayor closed the hearing at 7:58 p.m. Council's Budget Retreat would be held in the Board Room in conjunction with the September 20 Study Session.

### HEARING ON ADOPTION OF 2009 INTERNATIONAL BUILDING AND FIRE CODES

At 7:59 p.m., the Mayor opened a public hearing to adopt the 2009 editions of the International Building and Fire Codes. Mr. McFall noted that procedures awkwardly sandwiched a public hearing on adoption of the International Codes between first reading and final passage of the adopting ordinance. Staff was present to answer any questions.

Mayor McNally invited public comment. There was none and the hearing was closed at 8 p.m.

### FINAL PASSAGE OF COUNCILLOR'S BILL NO. 45 ADOPTING THE 2009 INTERNATIONAL CODES

It was moved by Mayor Pro Tem Dittman, seconded by Councillor Major, to pass Councillor's Bill No. 45 on second reading adopting the 2009 editions of the International Building and Fire Codes, the 2008 edition of the National Electric Code and other minor miscellaneous revisions to the codes. At roll call, the motion passed unanimously.

### RESOLUTION NO. 32 RE 2010 PAB ALLOCATION AND ASSIGNMENT

Upon a motion by Councillor Major, seconded by Mayor Pro Tem Dittman, the City Council voted unanimously on roll call vote to adopt Resolution No. 32 authorizing the assignment of \$3,000,000 of the City's private activity bond allocation for 2010 to the Westminster Housing Authority, and \$1,919,445 of the City's private activity bond allocation for 2010 to the Colorado Housing and Finance Authority for the qualified purposes set forth in the resolution, and authorize the mayor to execute the necessary documents.

COUNCILLOR’S BILL NO. 46 TO APPROPRIATE GRANT FUNDING FOR BOWLES HOUSE REHAB

It was moved by Councillor Briggs and seconded by Councillor Lindsey to pass Councillor’s Bill No. 46 on first reading appropriating \$72,000 granted by the State Historical Fund for the City’s rehabilitation of the Bowles House east porch and repair of a wall crack. On roll call vote, the motion passed unanimously.

COUNCILLOR’S BILL NO. 47 FOR CITYLIFE CHURCH LEASE AGREEMENT AT THE ICE CENTRE

It was moved by Councillor Lindsey, seconded by Councillor Major, to pass Councillor’s Bill No. 47 on first reading authorizing the City Manager to sign a lease agreement between the City, Hyland Hills Park and Recreation District (through its Recreational Facilities enterprise) and Citylife Church, d/b/a Redemption City Church, for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade. This lease was for office use only. At roll call, the motion passed unanimously.

COUNCILLOR’S BILL NO. 48 AMENDING TITLE IV OF W.M.C. ON TAX ADMINISTRATION

Councillor Winter moved, seconded by Councillor Kaiser, to pass Councillor’s Bill No. 48 on first reading amending Title IV of the Westminster Municipal Code concerning tax administration. The motion carried with all Council members voting affirmatively on roll call vote.

ADJOURNMENT

There being no further business to come before the Council, it was moved by Kaiser and seconded by Major to adjourn. The motion carried and the meeting adjourned at 8:04 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



## Agenda Item 6 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Presentation of Employee Service Awards

**Prepared By:** Debbie Mitchell, Human Resources Manager  
Dee Martin, Human Resources Administrator

### Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20 or more years of service with the City and in five year increments thereafter.

### Summary Statement

- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting.
- This will be the fifth group recognized in 2010. Employees with 20, 30, and 35 years of service will be celebrated tonight.
  - Councillor Kaiser will present the 20-year certificates.
  - Mayor Pro Tem Dittman will present the 30-year certificate.
  - Mayor McNally will present the 35-year certificate.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

The following 20-year employees will be presented with a certificate and service pin:

Kevin Beren	Sergeant	Police Department
Dale Cavender	Sergeant	Police Department
Keith Alvis	Maintenance Mgmt Systems Coordinator	Public Works & Utilities

The following 30-year employee will be presented with a certificate and service pin:

Matt Rippey	Sergeant	Police Department
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The following 35-year employee will be presented with a certificate and service pin:

Rich Dahl	Parks Services Manager	Parks, Recreation & Libraries
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On September 22, 2010, the City Manager hosted an employee awards luncheon. During that time, 6 employees received their 15 year service pin, 9 employees received their 10 year service pin, and 13 employees received their 5 year service pin. Recognition was also given to those celebrating their 20<sup>th</sup>, 30<sup>th</sup> and 35<sup>th</sup> anniversaries. This was the fifth luncheon in 2010 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the fifth luncheon was 370 years of City service. The City can be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens.

The recognition of employee's years of service addresses Council's Strategic Plan goal of Financially Sustainable City Government Providing Exceptional Services as part of the overall recognition program developed to encourage and recognize employee commitment to the organization. Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource – employees.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 6 B

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Open Space Volunteers Recognition of a Decade of Service

**Prepared By:** Patti Wright, Open Space Volunteer Coordinator

**Recommended City Council Action**

Councillor Major to present recognition certificates to nine Open Space Volunteers in recognition of ten years of service to the City of Westminster. The volunteers are Mark Granger, Christy Granger, Stephanie Kohler, Bobbie Van Dore, Jackie Van Dore, Bobbi Weber, Greg Weber, Rachel Weber, and Mark Zukas.

**Summary Statement**

- The Open Space Volunteer Program began in 1996 as a way to improve and enhance the City's open space areas. Volunteers were recruited to begin this landmark endeavor in Westminster.
- The aforementioned volunteers have volunteered for the past ten years as open space and forestry volunteers and have dedicated their time and energy to the open space volunteer program. Collectively, they have accumulated over 1,400 hours over the course of their decade of service.
- The volunteers are supporters of Westminster's open space acquisition and volunteer program and often act as the City's greatest advocates. Their enthusiasm and continued attendance at volunteer events is an inspiration for others to follow.
- Westminster is grateful to Christy and Mark Granger; Stephanie Kohler; Bobbie and Jackie Van Dore; Bobbi, Greg, and Rachel Weber; and Mark Zukas for their selfless contributions in Westminster's volunteer program.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

The Open Space Volunteer Program began in 1996. The open space volunteers have done a variety of projects over the years. They have built open space fence, picked up trash, removed wire fencing, planted trees, wrapped trees against the beavers, built docks, painted barns, pulled weeds, demolished old buildings, winterized flowerbeds, planted native plants, mulched trees, and built trails. They have painted underpasses and tackled noxious weeds. These volunteers have worked in 100 degree weather and they have worked in the snow. Faced with adverse soil conditions that range from mud to 'hard as concrete,' these volunteers have found a way to get the job done. There is rarely a dull moment and staff and volunteers have learned from each other while forming incredible relationships.

Open space volunteers are optimists. They know that some trees won't make it, trash will reappear, and weeds keep coming back – but they never give up. These volunteers have persevered through all projects and are passionate advocates for open space. They meet challenges with optimism and determination. These citizens volunteer for the well-being and vitality of future generations in Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 6 C

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Proclamation re Fire Prevention Month

**Prepared By:** Sherrie L. Leeka, Public Information Specialist  
Gary Pedigo, Fire Marshal

**Recommended City Council Action**

Councillor Lindsey to present the proclamation designating October as Fire Prevention Month.

**Summary Statement**

- Annually the President of the United States proclaims a week in October as Fire Prevention Week. This designation always occurs during the week that includes October 9th, the anniversary of the Great Chicago Fire.
- The National Fire Protection Association designates the theme for National Fire Prevention Week every year. The theme for 2010 is “Beep....Beep....Smoke Alarms: A Sound You Can Live With.”
- In order to provide a safe and secure community the City of Westminster extends the celebration of Fire Prevention Week for the entire month of October. The Westminster Fire Department promotes the campaign with fire safety presentations at schools throughout the community, a fire safety coloring contest for third grade children in the city, and a number of community events with local businesses regarding public safety.
- Tours and programs will also be held at the City's fire stations. Throughout the month, several thousand citizens are expected to take advantage of these special programs. Westminster citizens will be encouraged to participate in the NFPA Fire Prevention theme, “Beep....Beep....Smoke Alarms: A Sound You Can Live With.”
- Public Information Specialist Sherrie Leeka and Fire Marshal Gary Pedigo will be present to accept the Proclamation on behalf of the Fire Department.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

City Council could decide not to proclaim October, 2010 as Fire Prevention Month in Westminster.

**Background Information**

Fire Service professionals throughout the United States will celebrate Fire Prevention Week, October 3-9, 2010. Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people. In 1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls.

During Fire Prevention Month, the Westminster Fire Department will promote the theme “Beep....Beep....Smoke Alarms: A Sound You Can Live With” throughout the community. This theme focuses on increasing smoke alarm awareness and fire prevention. We can each do more by:

- Having working smoke alarms in our homes and to change the batteries twice a year when we change our clocks to accommodate daylight savings time - spring forward and fall back.
- Replace old smoke alarms every 10 years.
- Test smoke alarms once a month.
- Place smoke alarms in every bedroom and every level of the house.

The Westminster Fire Department wants to bring a sense of safety and empowerment to our community and the best way to start is to have people ask themselves a simple question: Do you regularly check your smoke alarms?

This information will be shared with the community through:

- Educational programs in local schools
- A 3<sup>rd</sup> grade coloring contest
- Safety demonstrations at Lowes’ on September 25 and Home Depot on Oct. 2
- Fire Station 4’s Open House on Oct. 9
- A booth at the City Halloween event at City Park, and
- Fire station tours.

This proclamation and the public education efforts of the Westminster Fire Department support the City of Westminster strategic plan under the guiding principle of a safe and secure community. The means to achieve this principle is having citizens perceive that they are safe and taking personal responsibility for community safety.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS**, in 2009 the United States had 3,010 fire related fatalities, 17,050 injuries, and over 12.5 billion dollars in property loss due to structure fires; and,

**WHEREAS**, in 2009 the City of Westminster Fire Department responded to 7,980 emergency alarms, including 68 fire calls, and the City had \$679,675 in building and content loss due to structure fires; and,

**WHEREAS**, Fire Prevention should be of concern to every Westminster citizen; and,

**WHEREAS**, the City of Westminster believes that a "Safe and Secure Community" depends on joint commitment and effort involving all citizens as well as firefighters; and,

**WHEREAS**, the Westminster Fire Department has established a public education program that works to educate citizens on the hazards of fire & life safety; and,

**WHEREAS**, the 2010 Fire Prevention Week theme, "Beep....Beep....Smoke Alarms: A Sound You Can Live With" effectively serves to remind us all of the simple actions we can take to stay safe from fire during Fire Prevention Week and year-round,

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

### **FIRE PREVENTION MONTH**

in the City of Westminster, and urge all citizens to heed the important safety messages of Fire Prevention Month 2010 and to support the many public safety activities and efforts of the City of Westminster's Fire Department.

Signed this 27<sup>th</sup> day of September, 2010

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Nancy McNally, Mayor



WESTMINSTER  
COLORADO

Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Financial Report for August 2010  
**Prepared By:** Tammy Hitchens, Finance Director

**Recommended City Council Action**

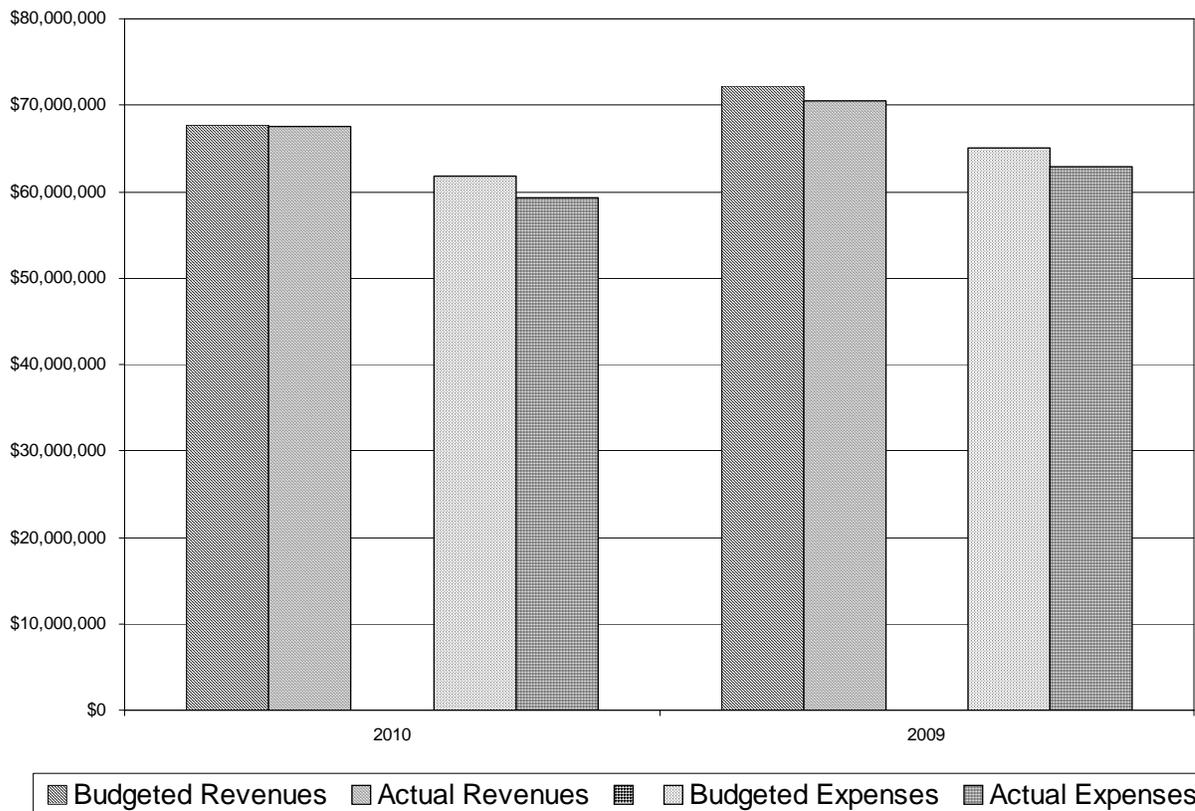
Accept the Financial Report for August as presented.

**Summary Statement**

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 9-year historical averages.

The General Fund revenues exceed expenditures by \$8,282,455. The following graph represents Budget vs. Actual for 2009-2010.

**General Fund  
Budget vs Actual**

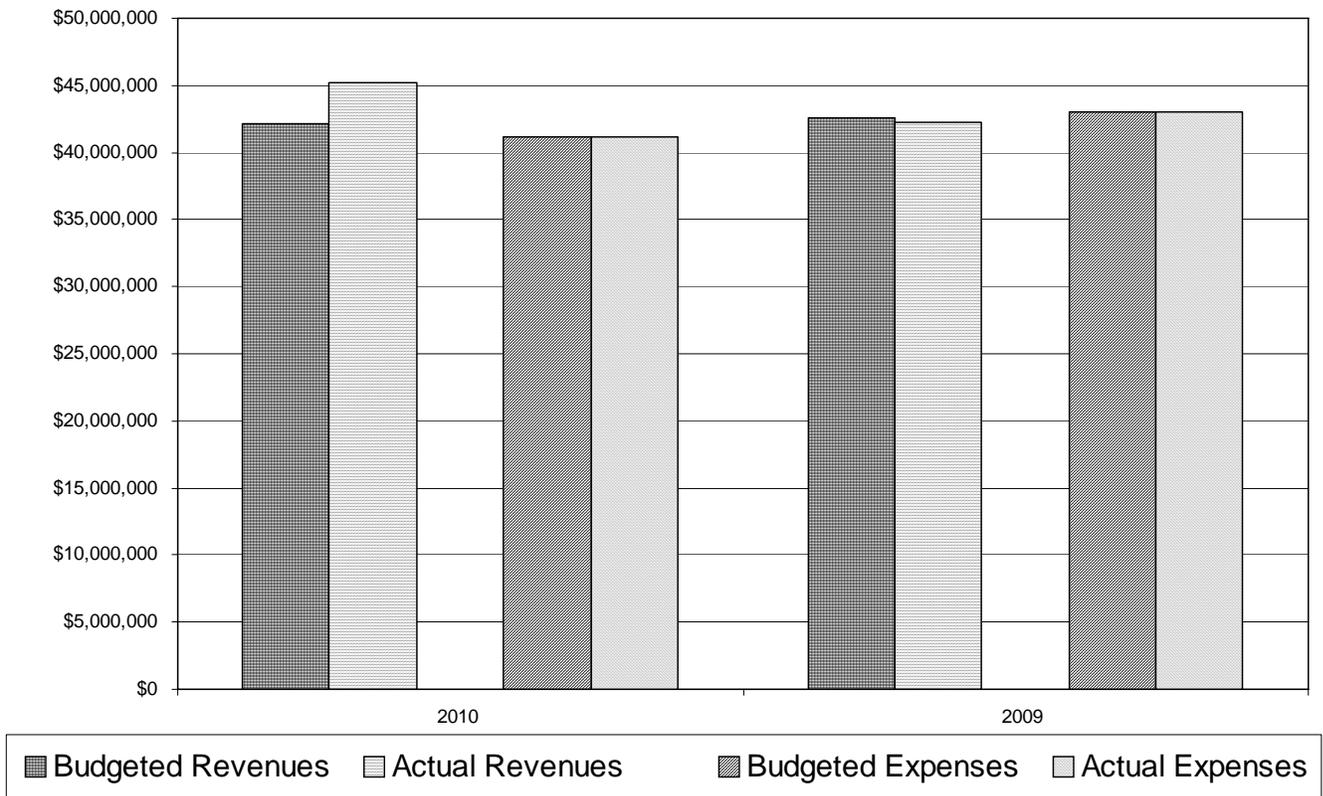


2010 actual revenue and expenditures reflects the refunding of the 2001 Certificates of Participation in the amount of \$13.1 million. The budget appropriation for the refunding will be made in October.

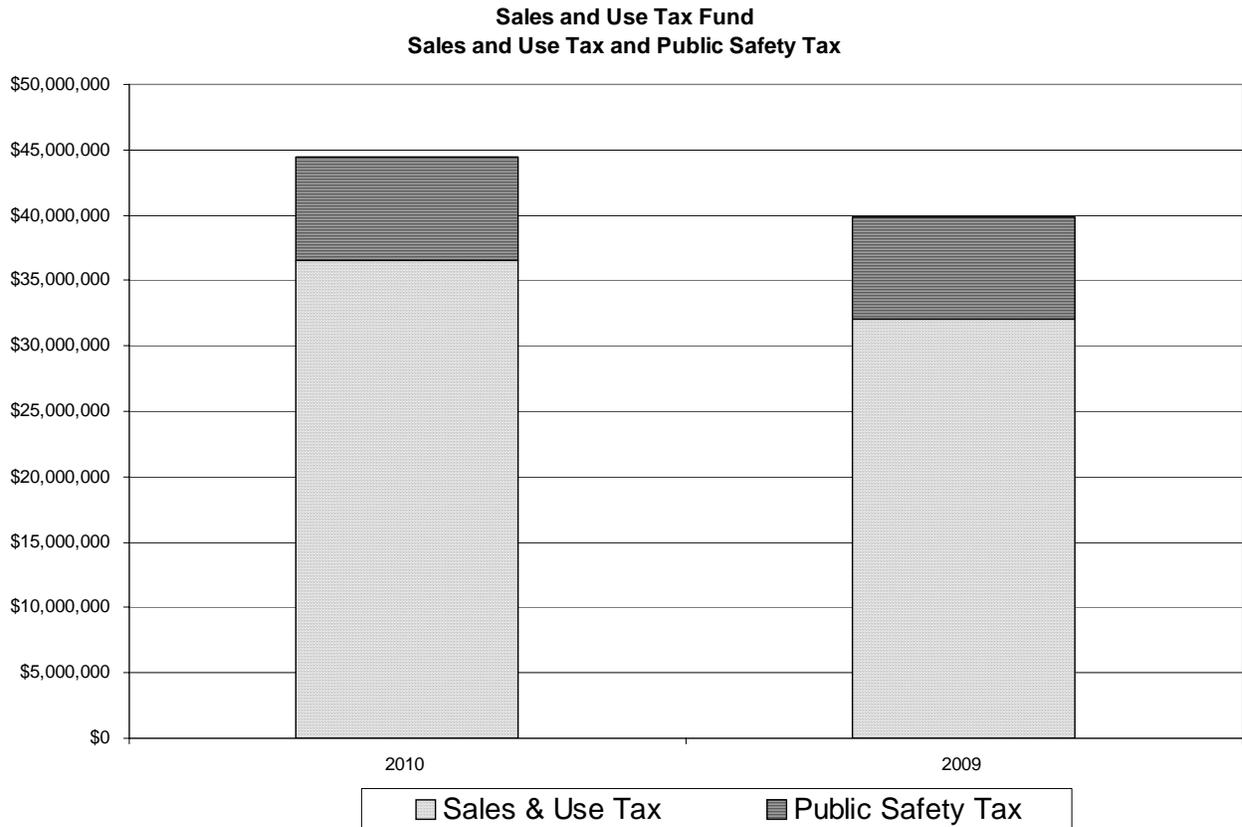
The Sales and Use Tax Fund revenues and carryover exceed expenditures by \$4,099,857.

- On a year-to-date cash basis, sales and use tax returns are up 10.0% from 2009.
- On a year-to-date basis, across the top 25 shopping centers before including urban renewal area adjustments, total sales and use tax receipts are down 2.4% from the prior year. With the urban renewal area adjustments, sales and use tax receipts are up 9.7%.
- Sales and use tax receipts from the top 50 Sales Taxpayers, representing about 62% of all collections, are up 11.0% after urban renewal area adjustments.
- Urban renewal areas make up 42.2% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 16.1% of this money is available for General Fund use.
- The Westminster Mall is down 35.0% on a year-to-date basis.
- Building use tax is up 15.4% year-to-date from 2009.
- Audit and Enforcement revenue includes one large audit of \$1.7 million.

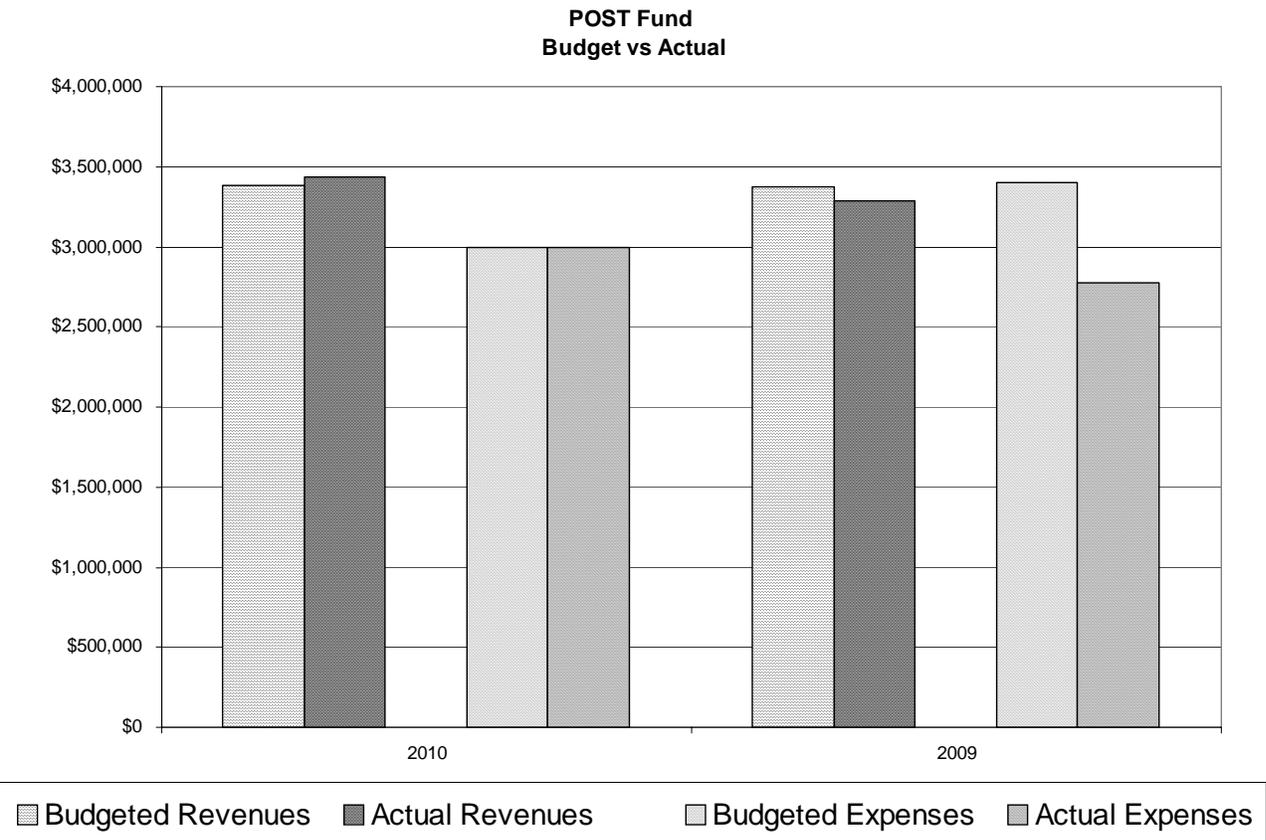
**Sales & Use Tax Fund  
Budget vs Actual**



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

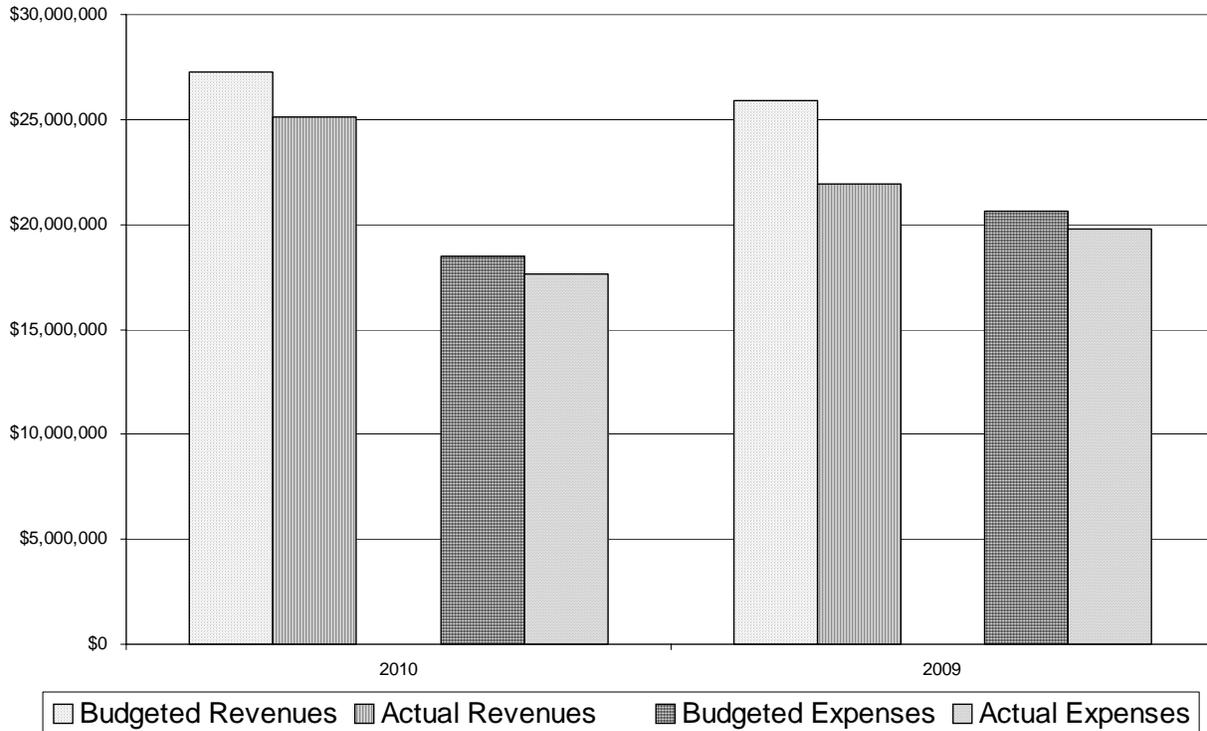


The Parks Open Space and Trails Fund revenues exceed expenditures by \$432,611.



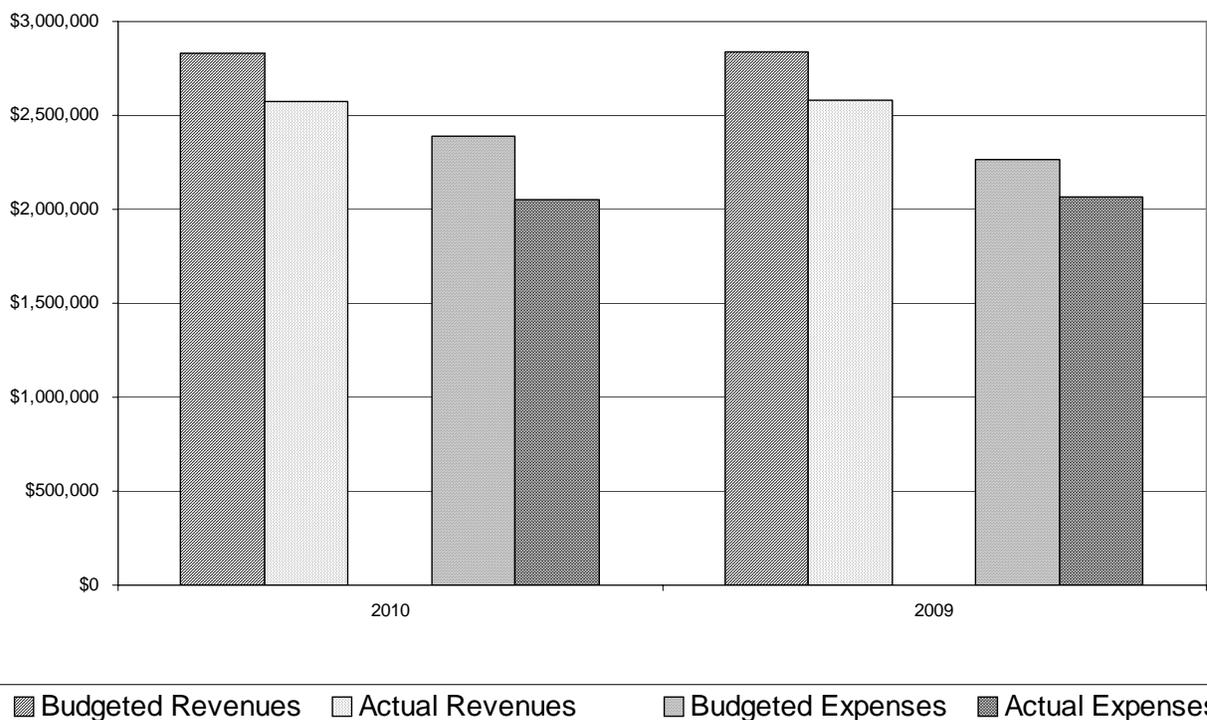
The combined Water & Wastewater Fund revenues exceed expenses by \$37,516,368 which includes \$29,505,000 in revenue bond proceeds. \$38,438,000 is budgeted for capital projects and reserves. Operating revenues exceed expenses by \$7,507,700.

**Combined Water and Wastewater Funds  
Operating Budget vs Actual**



The combined Golf Course Fund revenues exceed expenses by \$383,909.

**Golf Course Enterprise  
Operating Budget vs Actual**



**Policy Issue**

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

**Alternative**

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

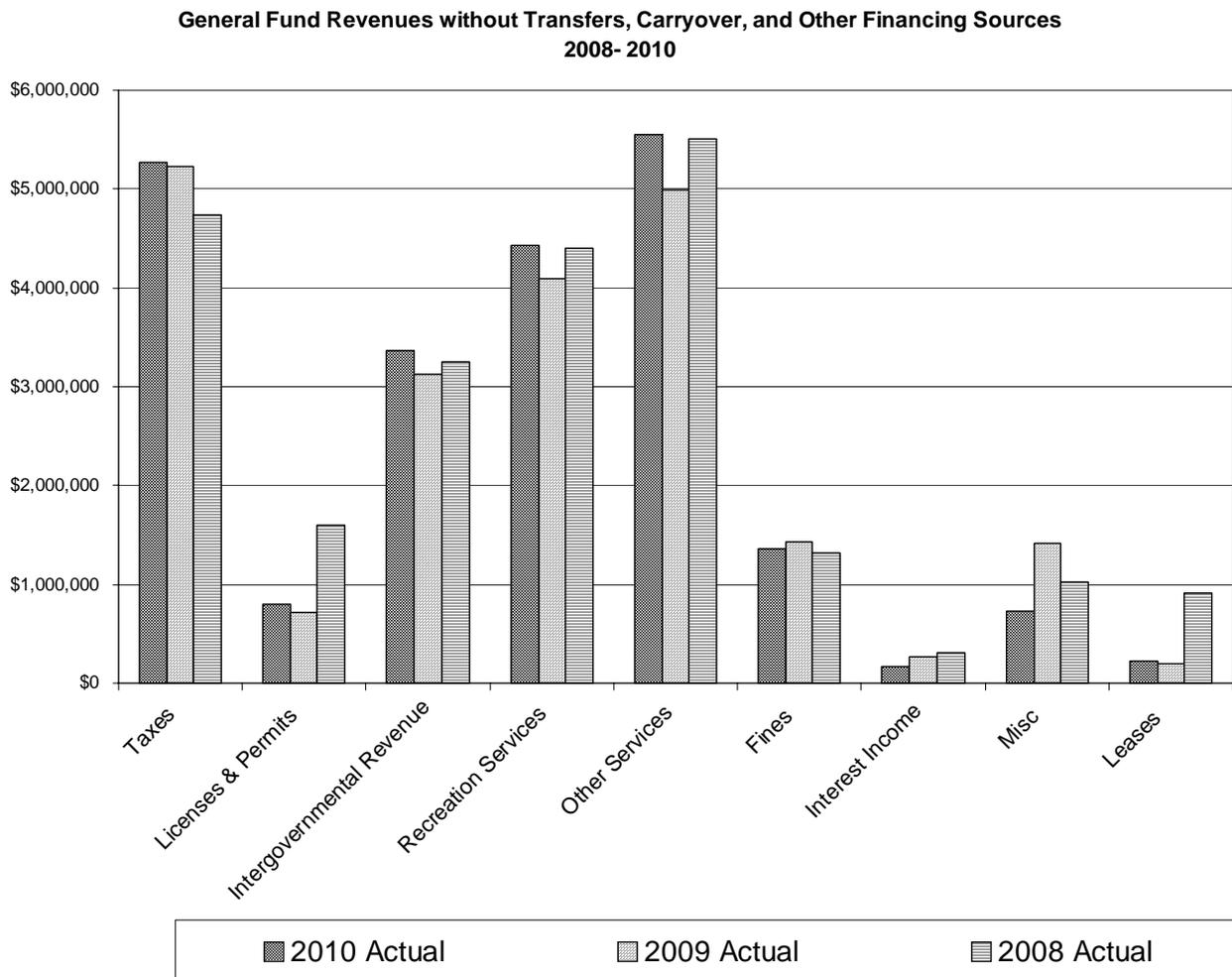
**Background Information**

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

**General Fund**

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

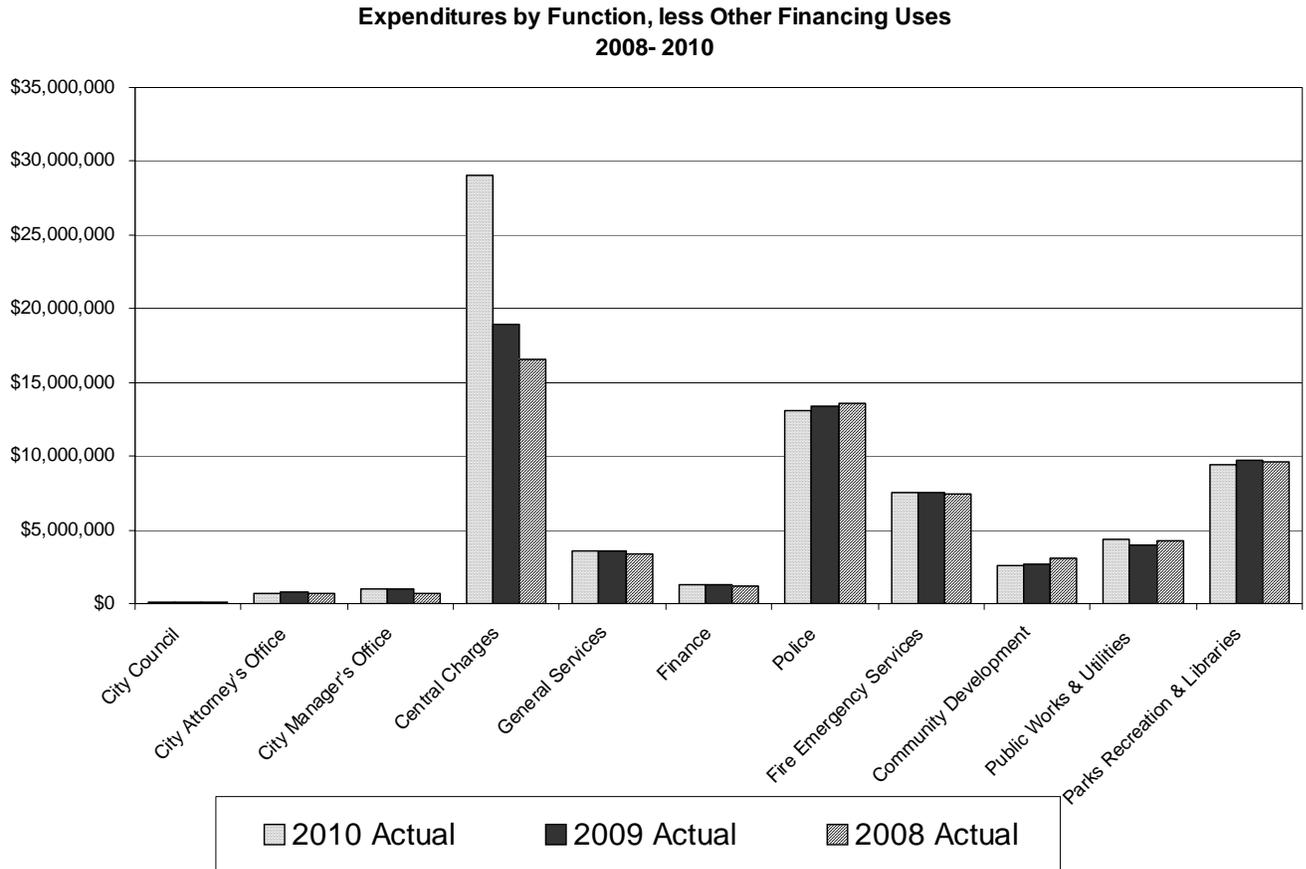
The following chart represents the trend in actual revenues from 2008 – 2010 year-to-date.



Significant differences between years in General Fund revenue categories are explained as follows:

- Intergovernmental revenue is up due mostly to highway users tax.
- Recreation Services is up due mostly to facility pass and admission fees.
- Other Services is up due mostly to franchise, emergency management service and street cut fees.
- Miscellaneous revenue is down mostly as a result of variances in reimbursements from the prior year.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2008 –2010.



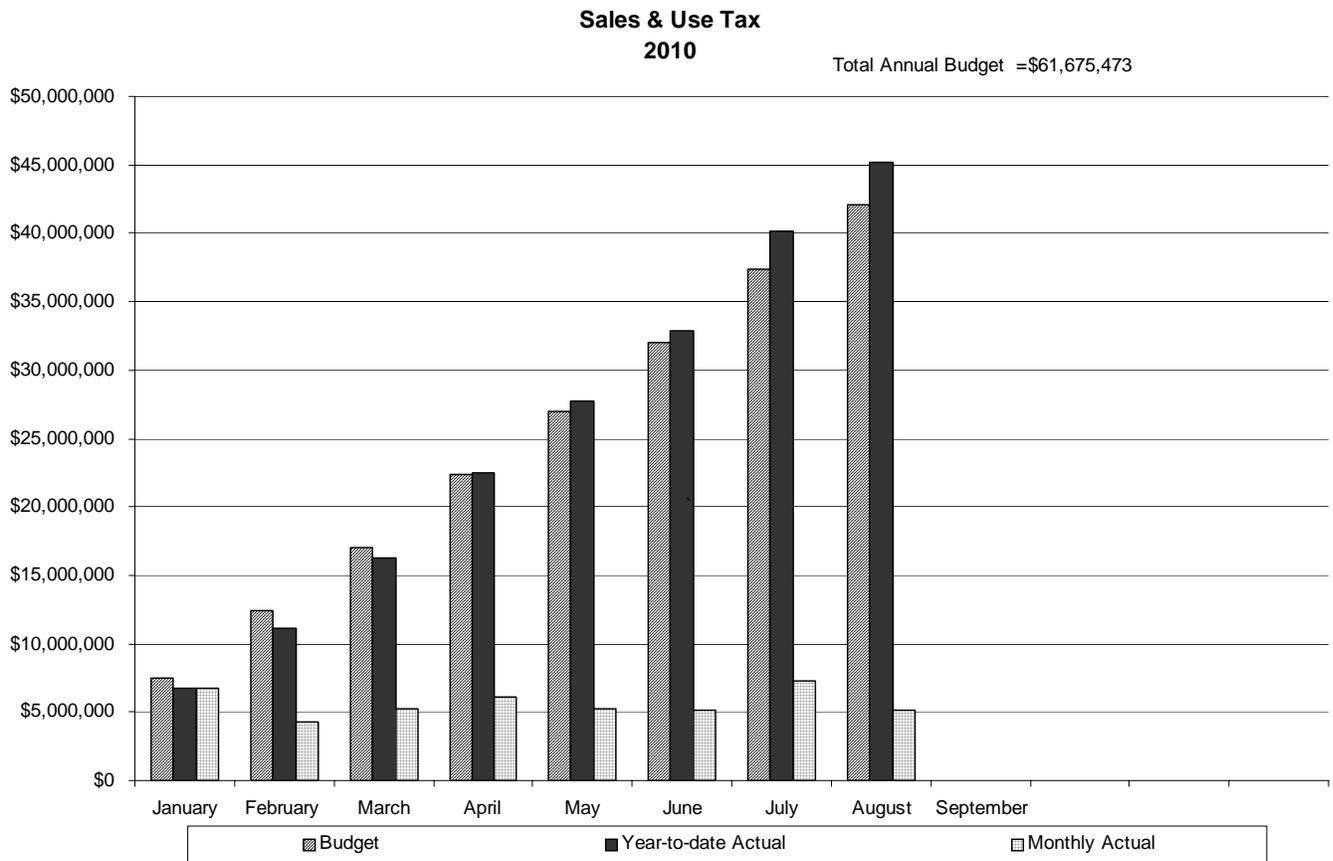
Significant differences between years in General Fund expenditure categories are explained as follows:

- Central Charges expenditures is up due to an increase in equipment rental capital replacement fees, transfers of energy audit lease proceeds to the General Capital Improvement Fund, and a refinancing of 2001 Certificates of Participation in the amount of \$13.1 million.

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

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

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

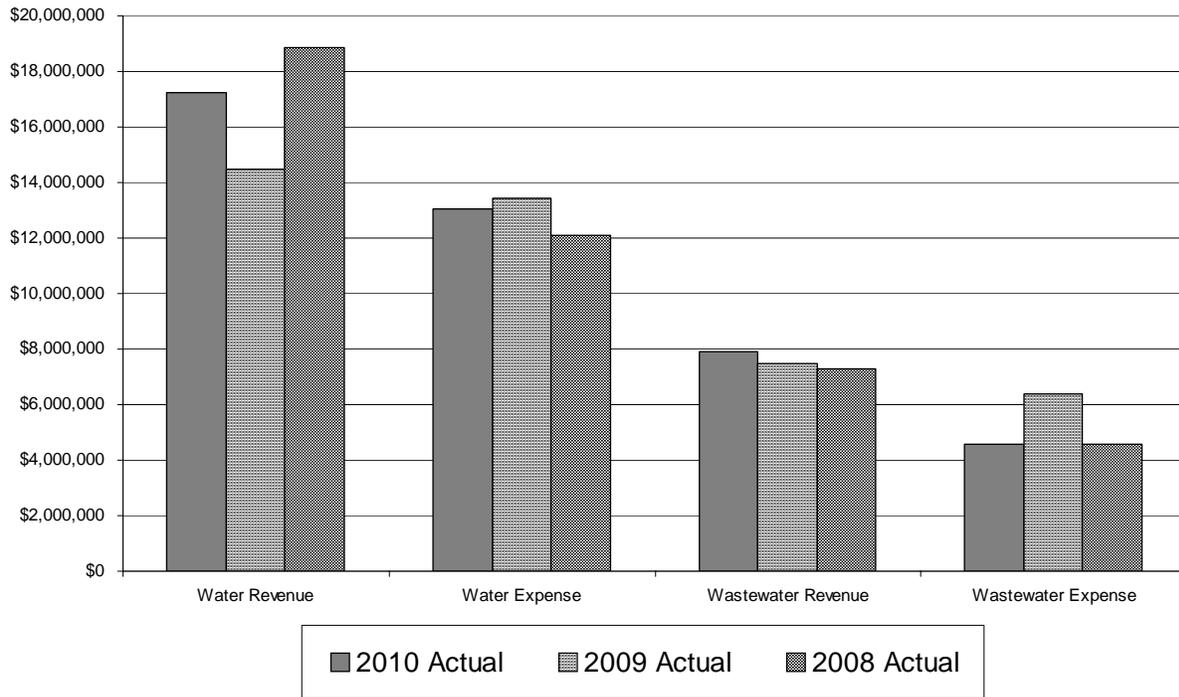


**Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)**

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

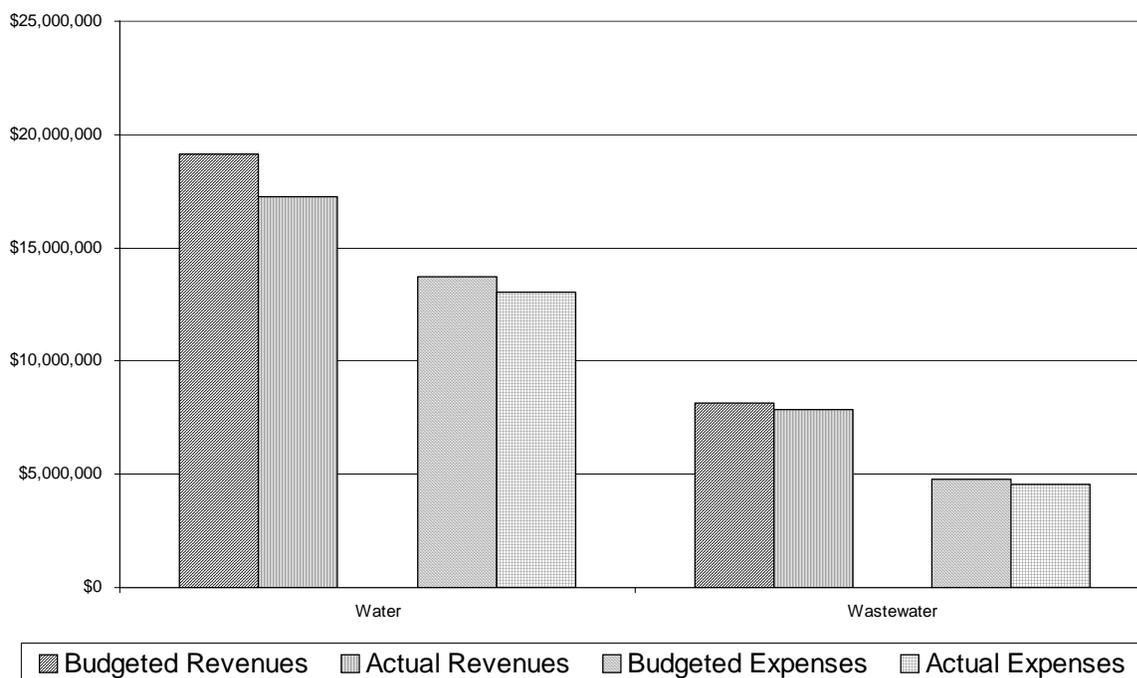
These graphs represent the segment information for the Water and Wastewater funds.

**Water and Wastewater Funds  
Operating Revenue and Expenses 2008-2010**



The water revenue annual variance is due to the effect of climatic variations on water consumption, billing rates, and an intergovernmental sale of effluent water. A one-time payment to decommission the 94<sup>th</sup> and Quitman lift station is reflected in the 2009 Wastewater Fund expense.

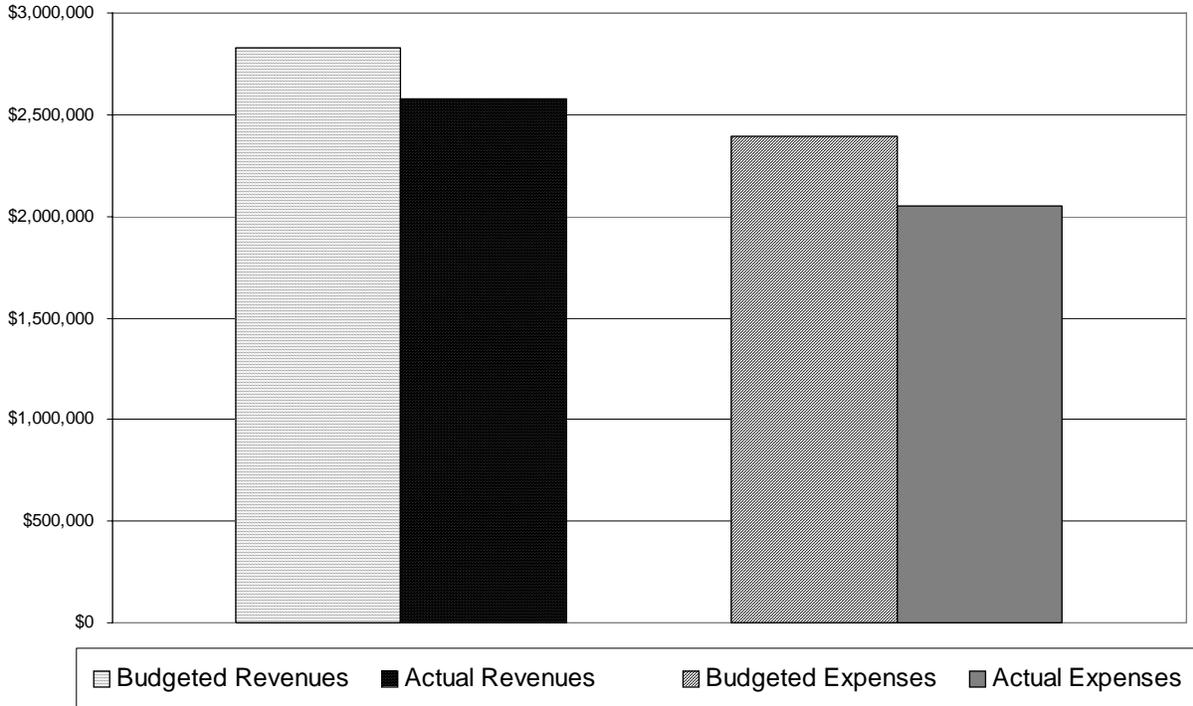
**Water and Wastewater Funds  
2010 Operating Budget vs Actual**



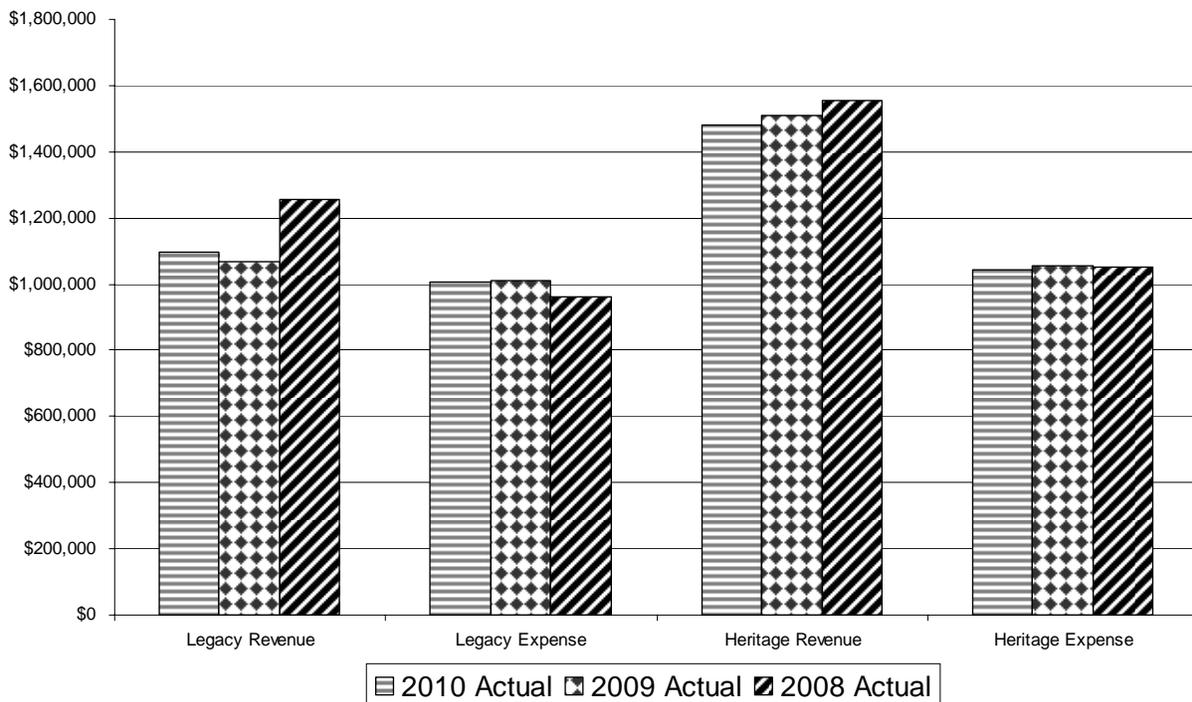
**Golf Course Enterprise (Legacy and Heritage Golf Courses)**

This enterprise reflects the operations of the City's two municipal golf courses.

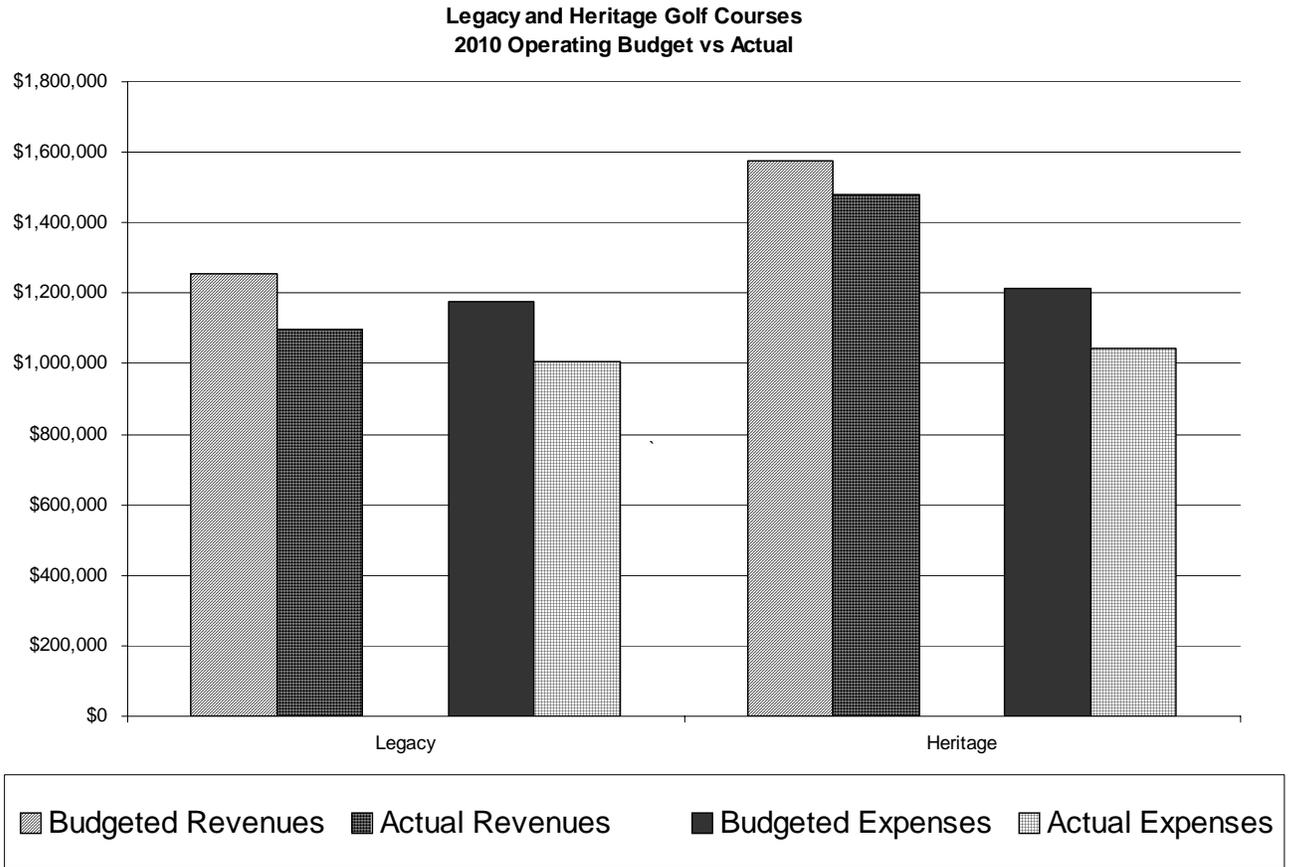
**Combined Golf Courses  
2010 Operating Budget vs Actual**



**Legacy and Heritage Golf Courses  
Revenue and Expenses 2008-2010**



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



Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Revenues</b>						
Taxes	5,678,400	5,311,038		5,264,887	(46,151)	99.1%
Licenses & Permits	1,371,178	897,057		802,607	(94,450)	89.5%
Intergovernmental Revenue	5,248,002	3,309,358		3,358,560	49,202	101.5%
Charges for Services						
Recreation Services	6,219,206	4,270,104		4,424,016	153,912	103.6%
Other Services	8,757,562	5,311,119		5,548,615	237,496	104.5%
Fines	2,262,105	1,529,814		1,364,322	(165,492)	89.2%
Interest Income	425,000	237,017		174,645	(62,372)	73.7%
Misc	1,625,161	962,942		723,566	(239,376)	75.1%
Leases	328,023	229,144		229,144	0	100.0%
Interfund Transfers	64,517,612	43,011,741		43,011,741	0	100.0%
Other Financing Sources	2,579,386	2,579,386	(1)	16,116,028	13,536,642	624.8%
Revenues	<u>99,011,635</u>	<u>67,648,720</u>		<u>81,018,131</u>	<u>13,369,411</u>	119.8%
<b>Expenditures</b>						
City Council	222,312	156,878		140,604	(16,274)	89.6%
City Attorney's Office	1,156,960	749,383		731,575	(17,808)	97.6%
City Manager's Office	1,611,334	1,045,884		971,455	(74,429)	92.9%
Central Charges	27,745,727	15,428,499	(1)	29,039,698	13,611,199	188.2%
General Services	5,937,816	3,806,001		3,617,945	(188,056)	95.1%
Finance	2,037,876	1,339,231		1,291,755	(47,476)	96.5%
Police	20,853,271	13,894,036		13,043,734	(850,302)	93.9%
Fire Emergency Services	11,847,237	7,700,474		7,560,928	(139,546)	98.2%
Community Development	4,273,620	2,805,016		2,608,835	(196,181)	93.0%
Public Works & Utilities	7,798,534	4,813,310		4,355,765	(457,545)	90.5%
Parks, Recreation & Libraries	15,526,948	10,125,171		9,373,382	(751,789)	92.6%
Total Expenditures	<u>99,011,635</u>	<u>61,863,883</u>		<u>72,735,676</u>	<u>10,871,793</u>	117.6%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>5,784,837</u>		<u>8,282,455</u>	<u>2,497,618</u>	

(1) Other Financing Source revenue and Central Charges expenditures reflects the refunding of the 2001 Certificates of Participation. The budget appropriation for the refunding will be made in October.

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Sales and Use Tax Fund</b>						
<b>Revenues and Carryover</b>						
Sales Tax						
Sales Tax Returns	40,321,375	27,742,681		29,204,135	1,461,454	105.3%
Sales Tx Audit Revenues	711,876	509,997		1,865,851	1,355,854	365.9%
S-T Rev. STX	<u>41,033,251</u>	<u>28,252,678</u>		<u>31,069,986</u>	<u>2,817,308</u>	110.0%
Use Tax						
Use Tax Returns	7,010,205	4,402,933		4,543,354	140,421	103.2%
Use Tax Audit Revenues	785,000	609,945		900,112	290,167	147.6%
S-T Rev. UTX	<u>7,795,205</u>	<u>5,012,878</u>		<u>5,443,466</u>	<u>430,588</u>	108.6%
Total STX and UTX	<u><u>48,828,456</u></u>	<u><u>33,265,556</u></u>		<u><u>36,513,452</u></u>	<u><u>3,247,896</u></u>	109.8%
Public Safety Tax						
PST Tax Returns	11,616,517	7,783,934		7,579,224	(204,710)	97.4%
PST Audit Revenues	315,500	201,359		378,717	177,358	188.1%
Total Rev. PST	<u>11,932,017</u>	<u>7,985,293</u>		<u>7,957,941</u>	<u>(27,352)</u>	99.7%
Total Interest Income	235,000	156,667		65,446	(91,221)	41.8%
Carryover	680,000	680,000		680,000	0	100.0%
Total Revenues and Carryover	<u>61,675,473</u>	<u>42,087,516</u>		<u>45,216,839</u>	<u>3,129,323</u>	107.4%
<b>Expenditures</b>						
Central Charges	<u>61,675,473</u>	<u>41,116,982</u>		<u>41,116,982</u>	0	100.0%
Revenues and Carryover Over(Under) Expenditures	<u>0</u>	<u>970,534</u>		<u>4,099,857</u>	<u>3,129,323</u>	

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

<b>Description</b>	<b>Budget</b>	<b>Pro-rated for Seasonal Flows</b>	<b>Notes</b>	<b>Actual</b>	<b>(Under) Over Budget</b>	<b>% Budget</b>
<b>POST Fund</b>						
<b>Revenues</b>						
Sales & Use Tax	4,865,857	3,283,654		3,387,626	103,972	103.2%
Intergovernmental Revenue	2,770,900	0		0	0	
Interest Income	55,000	36,667		38,259	1,592	104.3%
Miscellaneous	83,977	62,983		6,359	(56,624)	10.1%
Interfund Transfers	209,000	0		0	0	
<b>Total Revenues</b>	<u>7,984,734</u>	<u>3,383,304</u>		<u>3,432,244</u>	<u>48,940</u>	<u>101.4%</u>
<b>Expenditures</b>						
Central Charges	7,635,546	2,779,408		2,867,487	88,079	103.2%
Park Services	349,188	216,542		132,146	(84,396)	61.0%
	<u>7,984,734</u>	<u>2,995,950</u>		<u>2,999,633</u>	<u>3,683</u>	<u>100.1%</u>
<b>Over(Under) Expenditures</b>	<u>0</u>	<u>387,354</u>		<u>432,611</u>	<u>45,257</u>	

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Water and Wastewater Funds - Combined</b>						
<b>Operating Revenues</b>						
License & Permits	75,000	50,000		69,490	19,490	139.0%
Intergovernmental Revenue	4,727	1,973		1,973	0	100.0%
Rates and Charges	41,600,438	26,939,485		24,243,117	(2,696,368)	90.0%
Miscellaneous	435,000	290,000	(1)	828,539	538,539	285.7%
Total Operating Revenues	<u>42,115,165</u>	<u>27,281,458</u>		<u>25,143,119</u>	<u>(2,138,339)</u>	92.2%
<b>Operating Expenses</b>						
Central Charges	6,051,028	4,034,018		4,090,365	56,347	101.4%
Finance	705,372	447,911		429,066	(18,845)	95.8%
Public Works & Utilities	20,141,577	12,085,289		11,322,584	(762,705)	93.7%
Parks, Recreation & Libraries	147,979	98,653		73,432	(25,221)	74.4%
Information Technology	2,821,595	1,836,858		1,719,972	(116,886)	93.6%
Total Operating Expenses	<u>29,867,551</u>	<u>18,502,729</u>		<u>17,635,419</u>	<u>(867,310)</u>	95.3%
Operating Income (Loss)	<u>12,247,614</u>	<u>8,778,729</u>		<u>7,507,700</u>	<u>(1,271,029)</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	3,193,061	2,235,697		2,309,193	73,496	103.3%
Interest Income	1,450,000	966,666		547,796	(418,870)	56.7%
Sale of Assets	0	0		21,586	21,586	
Other Financing Sources	28,304,917	28,304,917		29,505,597	1,200,680	104.2%
Debt Service	(6,757,592)	(2,375,504)		(2,375,504)	0	100.0%
Total Other Revenue (Expenses)	<u>26,190,386</u>	<u>29,131,776</u>		<u>30,008,668</u>	<u>876,892</u>	103.0%
	<u>38,438,000</u>	<u>37,910,505</u>		<u>37,516,368</u>	<u>(394,137)</u>	

(1) Miscellaneous revenue includes the sale of effluent water based on an intergovernmental agreement.

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Water Fund</b>						
<b>Operating Revenues</b>						
License & Permits	75,000	50,000		69,490	19,490	139.0%
Intergovernmental Revenue	4,727	1,973		1,973	0	100.0%
Rates and Charges	29,360,461	18,806,515		16,369,504	(2,437,011)	87.0%
Miscellaneous	425,000	283,333	(1)	817,651	534,318	288.6%
Total Operating Revenues	<u>29,865,188</u>	<u>19,141,821</u>		<u>17,258,618</u>	<u>(1,883,203)</u>	90.2%
<b>Operating Expenses</b>						
Central Charges	4,258,103	2,838,735		2,904,026	65,291	102.3%
Finance	705,372	447,911		429,066	(18,845)	95.8%
Public Works & Utilities	13,811,268	8,477,539		7,929,225	(548,314)	93.5%
PR&L Standley Lake	147,979	98,653		73,432	(25,221)	74.4%
Information Technology	2,821,595	1,836,858		1,719,972	(116,886)	93.6%
Total Operating Expenses	<u>21,744,317</u>	<u>13,699,696</u>		<u>13,055,721</u>	<u>(643,975)</u>	95.3%
Operating Income (Loss)	<u>8,120,871</u>	<u>5,442,125</u>		<u>4,202,897</u>	<u>(1,239,228)</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	2,600,000	1,813,400		1,968,077	154,677	108.5%
Interest Income	800,000	533,333		431,422	(101,911)	80.9%
Sale of Assets	0	0		21,586	21,586	
Other Financing Sources	28,304,917	28,304,917		29,505,597	1,200,680	104.2%
Debt Service	(5,253,788)	(1,816,059)		(1,816,059)	0	100.0%
Total Other Revenues (Expenses)	<u>26,451,129</u>	<u>28,835,591</u>		<u>30,110,623</u>	<u>1,275,032</u>	104.4%
Increase (Decrease) in Net Assets	<u>34,572,000</u>	<u>34,277,716</u>		<u>34,313,520</u>	<u>35,804</u>	

(1) Miscellaneous revenue includes the sale of effluent water based on an intergovernmental agreement.

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Wastewater Fund</b>						
<b>Operating Revenues</b>						
Rates and Charges	12,239,977	8,132,970		7,873,613	(259,357)	96.8%
Miscellaneous	10,000	6,667		10,888	4,221	163.3%
Total Operating Revenues	<u>12,249,977</u>	<u>8,139,637</u>		<u>7,884,501</u>	<u>(255,136)</u>	96.9%
<b>Operating Expenses</b>						
Central Charges	1,792,925	1,195,283		1,186,339	(8,944)	99.3%
Public Works & Utilities	6,330,309	3,607,750		3,393,359	(214,391)	94.1%
Total Operating Expenses	<u>8,123,234</u>	<u>4,803,033</u>		<u>4,579,698</u>	<u>(223,335)</u>	95.4%
Operating Income (Loss)	<u>4,126,743</u>	<u>3,336,604</u>		<u>3,304,803</u>	<u>(31,801)</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	593,061	422,297		341,116	(81,181)	80.8%
Interest Income	650,000	433,333		116,374	(316,959)	26.9%
Debt Service	(1,503,804)	(559,445)		(559,445)	0	100.0%
Total Other Revenues (Expenses)	<u>(260,743)</u>	<u>296,185</u>		<u>(101,955)</u>	<u>(398,140)</u>	-34.4%
Increase (Decrease) in Net Assets	<u>3,866,000</u>	<u>3,632,789</u>		<u>3,202,848</u>	<u>(429,941)</u>	

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

<b>Description</b>	<b>Budget</b>	<b>Pro-rated for Seasonal Flows</b>	<b>Notes</b>	<b>Actual</b>	<b>(Under) Over Budget</b>	<b>% Budget</b>
<b>Storm Drainage Fund</b>						
<b>Revenues</b>						
Charges for Services	2,000,000	1,333,333		1,296,834	(36,499)	97.3%
Interest Income	80,000	53,333		49,172	(4,161)	92.2%
<b>Total Revenues</b>	<u>2,080,000</u>	<u>1,386,666</u>		<u>1,346,006</u>	<u>(40,660)</u>	97.1%
<b>Expenses</b>						
General Services	92,000	42,964	(1)	55,891	12,927	130.1%
Community Development	147,000	96,873		87,010	(9,863)	89.8%
PR&L Park Services	200,000	133,333		40,510	(92,823)	30.4%
Public Works & Utilities	291,000	158,013		163,046	5,033	103.2%
<b>Total Expenses</b>	<u>730,000</u>	<u>431,183</u>		<u>346,457</u>	<u>(84,726)</u>	80.4%
 Increase (Decrease) in Net Assets	 <u>1,350,000</u>	 <u>955,483</u>		 <u>999,549</u>	 <u>44,066</u>	

(1) General Services expense reflects contractual services activity.

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Golf Course Funds - Combined</b>						
<b>Operating Revenues</b>						
Charges for Services	2,970,719	2,293,620		2,025,794	(267,826)	88.3%
Interest Income	0	0		3,631	3,631	
Interfund Transfers	804,591	536,394		546,791	10,397	101.9%
Total Revenues and Carryover	<u>3,775,310</u>	<u>2,830,014</u>		<u>2,576,216</u>	<u>(253,798)</u>	91.0%
<b>Operating Expenses</b>						
Central Charges	230,085	153,087		154,165	1,078	100.7%
Recreation Facilities	3,047,135	2,239,868		1,896,275	(343,593)	84.7%
Total Operating Expenses	<u>3,277,220</u>	<u>2,392,955</u>		<u>2,050,440</u>	<u>(342,515)</u>	85.7%
Operating Income (Loss)	498,090	437,059		525,776	88,717	120.3%
<b>Other Revenues and Expenses</b>						
Other Financing Sources	0	0		4,820,000	4,820,000	
Debt Service	(498,090)	(498,090)	(1)	(4,961,867)	4,463,777	996.2%
Total Other Revenues and (Expenses)	<u>(498,090)</u>	<u>(498,090)</u>		<u>(141,867)</u>	<u>356,223</u>	28.5%
Increase (Decrease) in Net Assets	<u>-</u>	<u>(61,031)</u>		<u>383,909</u>	<u>444,940</u>	-629.0%

(1) Debt Service reflects the refunding of the 1998 Golf Course Revenue Bonds. The budget appropriation for the refunding will be reflected in October's financial statement.

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Legacy Ridge Fund</b>						
<b>Operating Revenues</b>						
Charges for Services	1,597,500	1,234,868		1,073,327	(161,541)	86.9%
Interest Income	0	0		3,631	3,631	
Interfund Transfers	29,433	19,622		19,622	0	100.0%
Total Operating Revenues	<u>1,626,933</u>	<u>1,254,490</u>		<u>1,096,580</u>	<u>(157,910)</u>	87.4%
<b>Operating Expenses</b>						
Central Charges	122,030	80,906		81,456	550	100.7%
Recreation Facilities	1,504,903	1,097,074		923,860	(173,214)	84.2%
Total Operating Expenses	<u>1,626,933</u>	<u>1,177,980</u>		<u>1,005,316</u>	<u>(172,664)</u>	85.3%
Increase (Decrease) in Net Assets	<u>0</u>	<u>76,510</u>		<u>91,264</u>	<u>14,754</u>	

**City of Westminster  
Financial Report  
For Eight Months Ending August 31, 2010**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Heritage at Westmoor Fund</b>						
<b>Operating Revenues</b>						
Charges for Services	1,373,219	1,058,752		952,467	(106,285)	90.0%
Interfund Transfers	775,158	516,772		527,169	10,397	102.0%
Total Revenues and Carryover	<u>2,148,377</u>	<u>1,575,524</u>		<u>1,479,636</u>	<u>(95,888)</u>	93.9%
<b>Operating Expenses</b>						
Central Charges	108,055	72,181		72,709	528	100.7%
Recreation Facilities	1,542,232	1,142,794		972,415	(170,379)	85.1%
Total Operating Expenses	<u>1,650,287</u>	<u>1,214,975</u>		<u>1,045,124</u>	<u>(169,851)</u>	86.0%
Operating Income	<u>498,090</u>	<u>360,549</u>		<u>434,512</u>	<u>73,963</u>	120.5%
<b>Other Revenues and Expenses</b>						
Other Financing Sources	0	0		4,820,000	4,820,000	
Debt Service	(498,090)	(498,090)	(1)	(4,961,867)	4,463,777	996.2%
	<u>(498,090)</u>	<u>(498,090)</u>		<u>(141,867)</u>	<u>356,223</u>	28.5%
Increase (Decrease) in Net Assets	<u>0</u>	<u>(137,541)</u>		<u>292,645</u>	<u>430,186</u>	

(1) Debt Service reflects the refunding of the 1998 Golf Course Revenue Bonds. The budget appropriation for the refunding will be reflected in October's financial statement.

CITY OF WESTMINSTER  
GENERAL RECEIPTS BY CENTER  
MONTH OF AUGUST 2010

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	303,188	29,890	333,078	261,852	25,966	287,817	16	15	16
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	324,773	1,762	326,534	371,441	1,219	372,660	-13	45	-12
SHOPS AT WALNUT CREEK 104TH & REED TARGET	198,131	1,724	199,855	193,328	17,304	210,632	2	-90	-5
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	194,467	383	194,849	183,001	331	183,332	6	16	6
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	192,735	370	193,105	234,018	447	234,465	-18	-17	-18
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	180,997	2,693	183,690	177,114	743	177,857	2	262	3
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	178,644	1,551	180,195	181,867	266	182,133	-2	482	-1
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	125,431	51,665	177,095	117,862	19,371	137,234	6	167	29
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	145,303	223	145,525	185,386	3,268	188,654	-22	-93	-23
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	98,119	245	98,365	97,173	446	97,619	1	-45	1
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	93,869	601	94,470	153,695	554	154,249	-39	9	-39
WESTMINSTER MALL 88TH & SHERIDAN 3 DEPARTMENT STORES	92,390	891	93,281	148,077	2,644	150,721	-38	-66	-38
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	92,645	188	92,834	76,797	193	76,990	21	-3	21
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	70,877	1,416	72,293	66,364	635	66,999	7	123	8
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	70,558	48	70,606	61,098	41	61,138	15	19	15

CITY OF WESTMINSTER  
GENERAL RECEIPTS BY CENTER  
MONTH OF AUGUST 2010

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	63,867	235	64,102	57,112	174	57,286	12	35	12
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	5,410	42,712	48,122	5,664	9,885	15,548	-4	332	210
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	46,400	343	46,743	45,706	273	45,979	2	26	2
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	41,050	497	41,547	40,423	84	40,507	2	493	3
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	40,211	187	40,398	42,829	397	43,226	-6	-53	-7
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	3,825	36,055	39,880	9,311	38,922	48,233	-59	-7	-17
WILLOW RUN 128TH & ZUNI SAFEWAY	34,931	304	35,235	34,524	73	34,597	1	317	2
RANCHO PLAZA SE CORNER 72ND & FEDERAL RANCHO LIBORIO	32,014	0	32,014	36,098	0	36,098	-11	*****	-11
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	26,864	293	27,158	35,820	881	36,701	-25	-67	-26
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	26,882	171	27,053	25,552	253	25,806	5	-32	5
	<u>2,683,580</u>	<u>174,447</u>	<u>2,858,027</u>	<u>2,842,114</u>	<u>124,370</u>	<u>2,966,484</u>	<u>-6</u>	<u>40</u>	<u>-4</u>

CITY OF WESTMINSTER  
GENERAL RECEIPTS BY CENTER  
AUGUST 2010 YEAR-TO-DATE

Center Location Major Tenant	/----- General Sales	YTD 2010 General Use	-----/ Total	/----- General Sales	YTD 2009 General Use	-----/ Total Sales	/--- %Change	---/ Use	---/ Total
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	2,812,367	48,965	2,861,332	2,850,785	49,710	2,900,495	-1	-2	-1
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	2,624,275	186,024	2,810,299	2,311,511	135,617	2,447,128	14	37	15
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,813,820	62,397	1,876,218	1,700,858	38,564	1,739,422	7	62	8
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,761,681	3,440	1,765,121	1,875,062	17,583	1,892,645	-6	-80	-7
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,708,247	6,282	1,714,529	1,689,594	9,552	1,699,146	1	-34	1
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,513,470	3,409	1,516,879	1,440,289	6,443	1,446,733	5	-47	5
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,368,710	13,412	1,382,122	1,374,688	15,716	1,390,404	0	-15	-1
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,262,759	4,984	1,267,743	1,241,250	16,458	1,257,707	2	-70	1
WESTMINSTER MALL 88TH & SHERIDAN 3 DEPARTMENT STORES	1,124,520	9,666	1,134,186	1,741,373	10,602	1,751,975	-35	-9	-35
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	943,397	273,248	1,216,645	961,937	124,925	1,086,862	-2	119	12
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	943,082	5,785	948,868	1,391,274	11,961	1,403,235	-32	-52	-32
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	862,942	3,366	866,308	876,971	4,115	881,087	-2	-18	-2
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	696,072	2,017	698,089	706,376	2,908	709,284	-1	-31	-2
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	606,516	2,391	608,907	583,781	2,136	585,917	4	12	4
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	543,296	751	544,047	527,602	5,954	533,556	3	-87	2

CITY OF WESTMINSTER  
 GENERAL RECEIPTS BY CENTER  
 AUGUST 2010 YEAR-TO-DATE

Center Location Major Tenant	YTD 2010 General Sales	YTD 2010 General Use	Total	YTD 2009 General Sales	YTD 2009 General Use	Total	%Change Sales	%Change Use	%Change Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	538,509	3,836	542,345	470,373	2,132	472,505	14	80	15
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	369,866	12,940	382,806	385,323	3,141	388,464	-4	312	-1
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	331,018	1,861	332,879	368,848	3,793	372,640	-10	-51	-11
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	324,327	3,181	327,508	330,413	1,916	332,329	-2	66	-1
WILLOW RUN 128TH & ZUNI SAFEWAY	276,256	3,684	279,940	340,518	2,342	342,860	-19	57	-18
RANCHO PLAZA SE CORNER 72ND & FEDERAL RANCHO LIBORIO	257,564	1,111	258,675	212,386	24,750	237,136	21	-96	9
MISSION COMMONS W SIDE WADSWORTH 88-90TH BIG 5 SPORTS	198,288	1,015	199,303	194,572	896	195,468	2	13	2
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	197,854	1,613	199,467	191,045	47,499	238,544	4	-97	-16
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	190,018	1,685	191,703	188,672	1,774	190,446	1	-5	1
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	184,540	3,400	187,940	201,737	4,120	205,857	-9	-17	-9
	23,453,395	660,465	24,113,860	24,157,237	544,607	24,701,844	-3	21	-2



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** 2011 Property and Liability Excess Insurance Renewal

**Prepared By:** Martee Erichson, Risk Management Officer

**Recommended City Council Action**

Authorize the City Manager to enter into an agreement with the Colorado Intergovernmental Risk Sharing Agency for the purchase of excess stop loss insurance, and for claims management and other administrative services in the amount of \$423,417 along with a 10% contingency amount (\$42,000) in the event the final quote comes in higher.

**Summary Statement**

- City Council action is requested to authorize the annual expenditure for the 2011 contribution to the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for property and liability insurance coverage and related services.
- The City annually purchases insurance to cover assets (buildings, vehicles, equipment, and parks) and to protect itself from liability exposure resulting from claims brought against the City and its employees. This insurance is purchased through CIRSA. The preliminary quote from CIRSA for 2011 for property and liability coverage is \$423,417, which represents a contribution of \$463,122 minus a Loss Control Standards Audit credit of \$12,921 and a Member Equity Account Adjustment of \$26,784.
- The final cost of coverage in 2010, before credits, was \$466,523. The preliminary quote for next year of \$463,122 represents a decrease in contribution of \$3,401. The decrease is due to a decrease in the City's losses resulting in an improved Loss Experience factor.
- As has been past practice, City Council is being asked to authorize this preliminary quote from CIRSA and continuation in the pool so that CIRSA can determine final contributions based on membership response in time for the start of the 2011 policy period.
- Adequate funds were budgeted and are available in the Property and Liability Self Insurance Fund in the proposed 2011-2012 Budget for this expense.

**Expenditure Required:** Not to exceed \$465,417

**Source of Funds:** Property and Liability Self Insurance Fund

## **Policy Issue**

Should the City continue to use a municipal insurance pool for placement of its property and liability coverage?

## **Alternative**

City Council could reject Staff's recommendations to utilize CIRSA for this insurance coverage and direct Staff to seek proposals on the open insurance market. Staff does not recommend this action at this time based on the results of the study of the City's current insurance program conducted by a risk management consultant in late 2008 and the fact there have not been any significant changes to the municipal insurance market since that time.

## **Background Information**

The City of Westminster has been a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) since its inception in 1982. Since that time, this intergovernmental risk sharing pool has grown from its original 18 cities to 238 members in 2010. CIRSA provides property and liability coverage that is tailored to meet municipal exposures. On January 1, 1988, the City implemented a large deductible program, electing to pay the first \$100,000 of each property claim and the first \$150,000 of each liability claim. This self insured retention was increased to \$200,000 per line of coverage in 2004 and to \$250,000 in 2007 to save on contribution costs. A reserve fund insures that funds are available to cover expenses under the deductible level in the event of a catastrophic year or a year in which multiple, large claims occur that fall within the deductible. The City's audited Property and Liability Fund balance at the end of 2009 was \$2,793,274.

The City has continued to purchase its excess property and liability coverage from CIRSA for several reasons:

- CIRSA has provided competitive quotes for its insurance
- CIRSA was established by municipalities specifically to provide insurance that meets the unique needs of Colorado cities and towns
- Unlike all brokers or private insurance companies, CIRSA does not charge commissions

The services provided by CIRSA include all claims handling, loss control, administrative services and the following excess coverage:

- Property coverage in excess of \$250,000 to \$500,500,000 (limits shared with all pool members)
- \$1,000,000 per occurrence/aggregate business interruption coverage
- Public Officials Liability coverage from \$250,000 to \$5,000,000 per occurrence and \$10,000,000 per aggregate
- Limited Police Professional Liability insurance from \$250,000 to \$5,000,000 per occurrence/aggregate
- Motor vehicle physical damage from \$250,000 to \$1,000,000 per occurrence
- Motor vehicle liability coverage from \$250,000 to \$1,500,000 per claim/occurrence
- General Liability Insurance coverage from \$250,000 to \$5,000,000 per claim/occurrence

Currently, through on-going employee safety training and other loss control practices initiated by the individual departments and the Risk Management Staff, the efforts of the Citywide Safety Committee and the City's effective working relationship with CIRSA claims adjusting staff, Staff continues to improve on the success of the loss control program. As noted earlier, these efforts have been recognized by the improved loss experience factor as well as the loss control credit the City received on the 2011 quote.

The City's loss control activities include:

- Safety inspections of facilities
- Annual Defensive Driving, Risk Management 101, Risk Management for Supervisors and Safety 101 training classes
- Citywide Safety Committee review and analysis of all Workers' Compensation Injury Report forms involving safety failures
- Quarterly review of loss reports with the Department Head team
- The annual snowplow rodeo and training sponsored by the Public Works and Utilities Department
- Safety SPIRIT Awards incentive program

In addition, CIRSA recognizes the financial hardships many of its members are going through and has therefore, once again approved the use of a portion of each member's Equity Account to buy down the contribution for 2011. CIRSA Member Equity Accounts consist of what remains of a member's annual contribution to CIRSA after payment of claims and expenses each year and include interest earned. These funds are held by CIRSA to cover catastrophic claims and/or increases in each member's insured exposures that each member may not be able to fund in any given year. Acceptable Equity Account levels for each member are determined through an actuarial study. Westminster has been approved to use \$26,784 of the City's Member Equity Account toward the 2011 contribution to CIRSA.

The quote for the 2011 property and liability insurance contribution is preliminary at this time. CIRSA members are being asked to approve the contribution and continuation of membership at this time so that CIRSA can calculate final contribution quotes based on all members responses. It is anticipated that final contribution quotes will be distributed in December. To avoid having to return to City Council in the event the final contributions come in higher than this preliminary quote, Staff's recommended action includes a 10% contingency factor of approximately \$42,000 with the total final contribution not to exceed \$465,417. Funds for the requested increase are available in the City's Property and Liability Fund.

The Risk Management program addresses Council's Strategic Plan goals of Financially Sustainable City Government by working to minimize the cost of insurance to the City by maintaining a comprehensive loss control program and monitoring the insurance marketplace to ensure the most cost effective placement of insurance coverage.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 C

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Open Space Revegetation Project Construction Contract

**Prepared By:** Lauren Schevets, Open Space Technician  
Heather Cronenberg, Open Space Coordinator

### Recommended City Council Action

Authorize the City Manager to execute a contract with the lowest responsible bidder, Left Hand Excavating, for an amount of \$49,999.68 for the grading and revegetation on the Doulos Ministries open space parcel and authorize a construction contingency in the amount of \$5,000, for a total project budget of \$54,999.68.

### Summary Statement

- The City acquired the 38-acre Doulos Ministries property, located at 12550 Zuni Street for open space in March of 2008.
- Over the past year, 7 structures have been removed and on-site improvements demolished. The final step to restoring the property to a native open space condition is minor grading work and the revegetation of native grasses.
- The Request for Proposals for the grading and revegetation work was sent to a list of 5 contractors and bids were opened on September 9<sup>th</sup>, 2010. Three bids were received, and the lowest responsible bidder is Left Hand Excavating with a bid of \$49,999.68. Staff has reviewed the bids and recommends awarding this construction contract to Left Hand Excavating. A \$5,000 contingency is also recommended.

**Expenditure Required:** \$54,999.68

**Source of Funds:** POST Bond Funds

**Policy Issue**

Should the City proceed with the revegetation of the Doulos Ministries Open Space Parcel?

**Alternative**

Council could choose to not revegetate the Doulos Ministries Open Space parcel at this time. Staff recommends proceeding with the project because the property was acquired with the expectation that it would be restored to native open space. The City has already invested in the restoration of this property through the removal of structures and demolition of improvements. Minor grading work and revegetation is necessary to complete the restoration of the property.

**Background Information**

The City purchased the 38-acre Doulos Ministries property, located at 12550 Zuni Street, for open space in March of 2008. Over the past year, DeJohn Housemoving Inc. has been working to remove 7 structures and demolish improvements on-site. It is necessary to do minor grading work and revegetate the property with native grasses to restore it to native open space conditions.

The Request for Bids for the grading and revegetation work was sent to a list of 5 contractors and bids were opened on September 9<sup>th</sup>, 2010. The scope of work for this project includes site clean-up and hauling, grading and contouring, seeding, and weed management. Three bids were received, and the lowest bidder is Left Hand Excavating with a bid of \$49,999.68.

The bid results are as follows:

<b>Contractor</b>	<b>Submitted Bids</b>
Left Hand Excavating	\$49,999.68
Advanced Hydroseeding, Inc.	\$74,388.00
Goodland Construction, Inc.	\$79,430.00

Staff has reviewed the results of the bidding procedure and recommends that the low bidder, Left Hand Excavating, be awarded the contract for construction in the amount of \$49,999.68. Staff has also reviewed the references for Left Hand Excavation and believes that the company is very capable of performing this type of grading and revegetation project. The contingency amount of \$5,000 is approximately 10% of the cost of construction. Staff believes that this is an adequate contingency for this type of work.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 D

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Fleet Maintenance Cumulative Purchases of Over \$50,000

**Prepared By:** Jeffery Bowman, Fleet Manager

### Recommended City Council Action

Determine that the public interest will be best served by approving Fleet Maintenance cumulative purchases in 2010 with Detroit Transmission Company and Tire Centers Inc. (TCI) for purchases not to exceed \$85,000 for each of the two vendors.

### Summary Statement

- The Westminster Municipal Code requires that all purchases over \$50,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$50,000.
- The Fleet Maintenance Division uses a number of vendors to provide parts and/or services required to maintain City of Westminster vehicles. Total aggregate purchases from two of these vendors, Detroit Transmission Company and TCI Tire Centers, either have or will likely exceed \$50,000 each during 2010. Staff is asking for approval of purchases not to exceed \$85,000 for each of the two vendors through 2010.
- Adequate funds were previously appropriated in the 2010 Fleet Maintenance Commodities Fund and are available for the needed purchases.

**Expenditure Required:** \$170,000

**Source of Funds:** 2010 Fleet Maintenance Fund

**Policy Issue**

Should Council approve the cumulative purchase of vehicle parts and services from various vendors that total over \$50,000 per vendor, but not to exceed \$85,000 in 2010?

**Alternative**

Do not approve the expenditures as recommended. While it could be argued that each transaction represents a separate purchase, City Staff believes that a more prudent approach is to treat the smaller transactions as cumulative larger purchases with the vendors that are subject to Council approval.

**Background Information**

The Westminster Municipal Code requires that all purchases over \$50,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$50,000. Fleet Maintenance has identified two vendors where the total cumulative purchases or expenses will exceed \$50,000 for the year 2010 and thus require Council authorization. Staff is seeking approval for these expenditures for the calendar year 2010. Funds are available in the Fleet Maintenance Commodities accounts.

Fleet Maintenance uses a variety of part and service vendors to provide maintenance and repair on City vehicles by Fleet personnel. The 2010 Fleet Maintenance Commodities budget contains \$1,045,525 in line items for vehicle fuel, parts, tires and repair services. These on-going purchases include routine, competitively bid parts and services. Some are sole-source purchases since the needed item(s) are only stocked by either sole vendors or a limited number of vendors in our area.

To date, Fleet Maintenance has identified two vendors that are used on a regular basis that will accumulate over \$50,000 in orders during 2010. These vendors are: Detroit Transmission Company and TCI Tire Centers. Detroit Transmission Company frequently provides the best bid for automatic transmission rebuild work on both light and heavy duty vehicles. Their services during 2010 have been predominately related to repairs on Police patrol vehicles and large Fire Department apparatus. TCI Tire Centers has the State Bid on the Michelin tires used for the City's Fire apparatus and is the most frequently used vendor for recap tires for heavy duty trucks.

At this point in the year, one vendor; TCI has just exceeded the \$50,000 purchasing threshold. Staff anticipates that it will be purchasing additional materials and services from both TCI and Detroit Transmission Company in the remainder of the year that will surpass \$50,000 each, but not exceed \$85,000 each. The City's approach to these types of collective purchases from a single vendor is to assure that purchases in excess of \$50,000 are identified in advance and brought to City Council for approval.

This approach helps achieve the City Council's Strategic Plan Goals of "Safe and Secure Community" and "Financially Sustainable City Government Providing Exceptional Services" by meeting the following objectives: maintaining a well equipped Fire Department and spending tax dollars in a responsible manner.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** 2010 Utility Fund Capital Improvement Project Funding Modifications

**Prepared By:** Christine Gray, Management Analyst  
Gary Newcomb, Accountant

**Recommended City Council Action**

Authorize Staff to re-allocate Utility Fund Capital Improvement Program funds as outlined in the agenda memo, and authorize Staff to re-allocate Utility Capital Improvement Program funds into the Central Charges budget of the Water and Wastewater Funds to transfer a total of \$ 8,472,132 back into the Utilities Capital Projects Reserve Fund.

**Summary Statement**

- The 2010 Capital Program was adopted by Council in 2008. Since that time, Staff has refined the program to address the completion of more time sensitive and high priority infrastructure projects.
- Staff recommends re-allocating part of the 2010 Utility Fund Capital Improvement Program (CIP) budget to fund the revised project list outlined within this agenda memorandum.
- No additional funding is necessary to complete the program. Savings in existing budgeted capital accounts can sufficiently fund the modified project list and result in significant funding being transferred to the Capital Projects Reserve.
- Proposed modifications to the 2010 Capital Improvement Program funding will result in a total of \$8,472,132 available for transfer back into the Utilities Capital Projects Reserve (CPR) Fund (\$8,062,132 of water funds and \$410,000 of wastewater funds).

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issues**

1. Should City Council authorize the re-allocation of capital project funding to match the revised 2010 capital program proposed within this agenda memorandum?
2. Should City Council authorize the re-allocation of funds not currently needed for capital projects to the Utility Capital Projects Reserve Fund?

**Alternatives**

1. Do not modify the 2010 Utility Fund capital improvement project funding as proposed. Staff does not recommend this alternative as the 2010 Utility Fund CIP has been refined to address immediate needs and requires sufficient funding for completion. Not completing the re-prioritized projects could lead to underfunding infrastructure improvements.
2. Do not authorize the transfer of funds into the Utilities Capital Projects Reserve. Staff does not recommend this alternative as the funds to be transferred are not currently planned to be used for a project and should be returned to the CPR for future use.

**Background Information**

Over the last year, the Utilities Planning and Engineering Division has been reviewing the adopted 2010 Capital Improvement Program (CIP) for the Utility Fund to ensure proper alignment with utility repair and replacement priorities and needs. Staff is recommending some changes to projects and timing to address the needs of the utility. Staff is recommending that Council modify the Adopted 2010 CIP for the Utility Fund to address higher priority and more time sensitive projects in the near-term. As a result, appropriated capital budgets require re-allocation of existing projects to fully fund the revised program.

Due to the re-prioritization of the Adopted 2010 CIP, some appropriated project funds are now available and can be applied to the revised project list. Additionally, the recent favorable bidding environment has resulted in some project savings that Staff recommends applying to the modified 2010 program rather than leave unused in project accounts. Staff is proposing the following re-allocations:

Pressure Zone Enhancements account – This project was funded with the 2010 Water bond issued earlier this year. The budget is \$4,812,933 and the available account balance is \$4,057,476. Staff is recommending a re-allocation of \$ 3,826,964 to the following projects, which is in compliance with the original intent of the 2010 Water bond issue, and the remaining account balance will be used to fund ongoing Pressure Zone Enhancement projects (the revised budget is proposed to be \$985,969):

1. \$427,831 into the Water Tanks Major Repair & Replacement account (2010 Water bond project). This project is intended to evaluate the condition of the City's water storage facilities and perform safety and structural improvements. The current budget for this project is \$172,169; these additional funds will make the revised budget \$600,000.
2. \$3,399,133 into the Reclaimed Water Treatment Facility Expansion project. This project is currently funded by 2010 Water bond proceeds (\$8,378,885) and water revenues (\$7,196,311). Staff is proposing to reallocate the cash portion of this project (\$7,196,311) back to the CPR and fund the entire Reclaimed Water Treatment Facility Expansion project with bond proceeds. Staff is not recommending any change to the approved Reclaimed Water Treatment Facility Expansion budget but rather simply a reallocation of how the project is funded. (The total Reclaimed Water Treatment Facility Expansion project is \$15,575,196.)

Municipal Service Center Renovation account – The current budget is \$372,613, and the current account balance is \$302,168. The project is essentially complete. Staff is recommending a re-allocation of \$302,168 to the following projects (the revised budget is proposed to be \$70,445 to allow for project closeout expenses):

1. \$102,168 into the Meadowlark Water Lines account. This project is intended to design and construct new water lines throughout the Meadowlark subdivision. This is a proposed new capital account to better track the expenses associated with the project. The total project is estimated to cost \$2,000,000, of which \$261,793 has already been spent from the Open Cut Water Line project budget. This new project will reflect the remaining budget of \$1,738,207. Additional funds are proposed to be transferred from the Open Cut Water Line account (\$1,366,039) and the Semper Water Treatment Facility (SWTF) Trac Vac Replacement account (\$300,000), noted in this agenda memorandum.
2. \$200,000 into the Federal Boulevard Main and Wandering View Yard Piping Project account. This project is intended to replace broken water valves and aging pipeline in the 104<sup>th</sup> Avenue and Sheridan Boulevard/Wandering View areas. This is a proposed new capital account to better track the expenses associated with the project. The total budget proposed for the Federal Boulevard Main and Wandering View Yard Piping Project is \$920,000. Additional funds are proposed to be transferred from the Open Cut Water Line account (\$120,000) and the 10” Replacement Main project (\$600,000) noted in this agenda memorandum.

Open Cut Water Line account - The budget is \$3,790,769 and the available account balance is \$3,102,015. Staff is recommending a re-allocation of \$1,906,039 to the projects listed below; the proposed new projects listed below are open cut water line projects, but breaking them out individually will provide better tracking in the financial management system and for City Council, Staff and the public. The remaining account balance will be used to fund ongoing Open Cut Water Line projects (the revised budget is proposed to be \$1,884,730):

1. \$1,336,039 to be reallocated to the Meadowlark account. This project is intended to design and construct new water lines throughout the Meadowlark subdivision. This is a proposed new capital account to better track the expenses associated with the project. Funds from the Municipal Services account (\$102,168) and the SWTF Trac Vac Replacement account (\$300,000) will also be transferred into this account as noted in this agenda memorandum. The amount to be transferred from the Open Cut account reflects the remainder needed to complete the project. The total project is estimated to cost \$2,000,000, of which \$261,793 has already been spent from the Open Cut Water Line project account. This new project will reflect the remaining budget of \$1,738,207.
2. \$450,000 to be reallocated to the St. Anthony Main water line account. This project is intended to design and construct new water lines at the St. Anthony Hospital location, and is a proposed new capital account to better track the expenses associated with the project. The total project is estimated to cost \$450,000.
3. \$120,000 into the Federal Boulevard Main and Wandering View Yard Piping Project account. This project is intended to replace broken water valves and aging pipeline in the 104<sup>th</sup> Avenue and Sheridan Boulevard/Wandering View areas. This is a proposed new capital account to better track the expenses associated with the project. Additional funds are proposed to be transferred from the Municipal Service Center Renovation project (\$200,000) and the 10” Replacement Main account (\$600,000) noted in this agenda memorandum. The total budget proposed for the Federal Boulevard Main and Wandering View Yard Piping Project is \$920,000.

Southern Pressure Zone 1 account – This project is funded with the 2010 Water bond issued earlier this year. The budget is \$5,564,023 and the available account balance is \$2,181,657. Staff is recommending a transfer of \$1,697,980 to the Reclaimed Water Treatment Facility Expansion project. The Reclaimed Water Treatment Expansion project is currently funded by 2010 Water bond proceeds (\$8,378,885) and water revenues (\$7,196,311). As noted previously, Staff is proposing to reallocate the cash portion of this project (\$7,196,311) back to the CPR and fund the entire Reclaimed Water Treatment Facility Expansion project with bond proceeds. The revised budget will be \$3,866,043 for the Southern Pressure Zone 1 capital project.

10" Replacement Main/80<sup>th</sup> Avenue US36 account – The current budget is \$1,300,000 and the available account balance is \$1,290,821. Staff had conservatively estimated the cost of replacing the water main under US 36 at \$1,300,000 due to the large amount of uncertainties at the time; however, due to the favorable bidding climate, the contractor bids for the project came in at a much lower price, resulting in considerable project savings. Staff is recommending a transfer of \$790,821 to the projects noted below; the revised budget for the 10" Replacement Main/80<sup>th</sup> Avenue US 36 project will be \$509,179.

1. \$600,000 into the Federal Boulevard Main and Wandering View Yard Piping Project account. This project is intended to replace broken water valves and aging pipeline in the 104<sup>th</sup> Avenue and Sheridan Boulevard/Wandering View areas. This is a proposed new capital account to better track the expenses associated with project. Additional funds are proposed to be transferred from the Municipal Service Center Renovation project (\$200,000) and the Open Cut Water Line project (\$120,000) noted in this agenda memorandum. The total budget proposed for the Federal Boulevard Main and Wandering View Yard Piping Project is \$920,000.
2. \$125,000 into the Electrical/Mechanical Pump Improvements account. This project is for the replacement and upgrading of pump station equipment for increased efficiencies. This will increase the budget from \$170,174 to \$295,174.
3. \$50,000 into the Countryside Pump Station account. This project is intended to perform short term work to keep the pump station operational until more major improvements can be performed in 2011. This will increase the budget from \$125,000 to \$175,000.
4. \$15,821 to the Utility Capital Projects Reserve Fund.

SWTF Trac Vac System Replacement account – The current budget and available account balance is \$550,000. This project is for the Semper Water Treatment Facility (SWTF) Trac Vac Sludge Removal System replacement originally planned for in 2009. However, upon further review, this replacement needs to occur at the same time that the Flocculation System is replaced, which is currently planned for 2014. As such, Staff is recommending that this project be closed and the funds (\$550,000) transferred to the following projects:

1. \$300,000 into the Meadowlark Water Lines account. This project is intended to design and construct new water lines throughout the Meadowlark subdivision. This is a proposed new capital account to better track the expenses associated with project. Additional funds are proposed to be transferred from the Municipal Service Center Renovation project (\$102,168) and the Open Cut Water Line project (\$1,336,039) noted in this agenda memorandum. The total project is estimated to cost \$2,000,000, of which \$261,793 has already been spent. This new project will reflect the remaining budget of \$1,738,207.
2. \$250,000 into the Capital Project Reserve fund.

Reclaimed Water Open Storage Design account – The current budget and available account balance is \$600,000. This project was for the design and preliminary construction of a 200 acre foot storage reservoir between the Big Dry Creek Wastewater Treatment Facility and Wal-Mart on 136<sup>th</sup> Avenue. However, due to the original partnership with an adjacent developer ending (the development project went away), the timing on the design and construction has shifted to out years. As such, Staff is recommending that this project be closed and the funds (\$600,000) transferred to the Capital Projects Reserve for future use.

Debt Administrative Cost account – This project is funded with the 2010 Water bond issued earlier this year and was intended to cover the cost of issuance fees. The current budget is \$2,210,538 and available balance is \$2,099,198. However, due to the manner in which the bonds were issued, only a small portion of these funds were needed for debt issuance costs and the balance is available for use on capital projects. Staff is recommending a transfer of \$2,099,198 to the Reclaimed Water Treatment Facility Expansion project, leaving the project Debt Administrative Cost budget at \$111,340.

Reclaimed Water Treatment Facility – As noted, this project is currently funded by 2010 Water bond proceeds (\$8,378,885) and water revenues (\$7,196,311). Staff is proposing to reallocate the cash portion of this project (\$7,196,311) back to the CPR and fund the entire Reclaimed Water Treatment Facility Expansion project with bond proceeds as noted throughout this agenda memorandum. Staff is not recommending any change to the approved Reclaimed Water Treatment Facility Expansion budget but rather simply a reallocation of how the project is funded. (The total Reclaimed Water Treatment Facility Expansion project is \$15,575,196.) Staff is recommending to reallocate \$7,196,311 of 2010 Water Bond proceeds into this project, making it 100% bond funded, and reallocate the same amount that is currently cash funded through the water utility into the CPR.

Sewer Open Cut account – The current budget is \$4,105,171 and the current available account balance is \$3,522,462. Staff is recommending a re-allocation of \$1,933,000 to the following projects, and the remaining account balance will be used to fund ongoing Sewer Open Cut projects (the revised budget is proposed to be \$2,172,171):

1. \$75,000 into the Solids Master Plan account. This project will evaluate the City's current solids handling program and provide recommendations for improvements and efficiencies. The current budget for this project is \$80,391; these additional funds, combined with funds proposed to be transferred from the Sewer Line Rehabilitation account (\$169,609) and noted in this agenda memorandum will make the revised budget \$325,000.
2. \$230,000 into the Big Dry Creek Wastewater Treatment Facility (BDCWWTF) Improvements account. This project will implement redundant electrical power to the UV Process and the Influent Pump Station. Funds will also be used to install a Vehicle Wash Station to be used primarily by the Biosolids Applicator vehicles. This is a proposed new project to better track improvements made to the BDCWWTF; additional funds are proposed for this new ongoing capital project in the 2011/2012 Budget.
3. \$200,000 into the South Westminster Transit Oriented Development (TOD)-Sewer Utilities account. This project will provide an evaluation of utility needs that are a part of the Regional Transportation District (RTD) development in the City. This is a proposed new project to start needed work associated with wastewater system improvements in the southern portion of the City associated with the TOD; additional funds are proposed for this new capital project in the 2011/2012 Budget. Additional funds are proposed to be moved from the Lift Station Improvements project noted within this agenda memorandum; the total amount proposed for the South Westminster TOD-Sewer Utilities project through this agenda memorandum is \$300,000.
4. \$1,018,000 into the Critical Sewer Repairs account. This is a proposed new project to realign some sewer infrastructure that is needed immediately and has been separated out of the main project account to better track the expenses associated with the project. The total project is estimated to cost \$1,100,000, of which \$82,000 has already been spent from the Sewer Open Cut project account. This new project will reflect the remaining budget of \$1,018,000.
5. \$410,000 into the Capital Projects Reserve Fund. Based on current infrastructure needs for repair and replacement, these are additional funds not needed in 2010 or 2011 for wastewater system improvements. Staff recommends returning these funds to the CPR for future use. City Council may recall that included within the Proposed 2012 Budget, \$335,317 will be needed from the CPR to assist in funding wastewater projects; returning these funds to the CPR will assist with these future capital needs.

Sewer Line Rehabilitation account – The current budget is \$3,101,082 and the current account balance is \$796,208. Staff is recommending a re-allocation of \$419,609 to the following projects, and the remaining account balance will be used to fund ongoing Sewer Line Rehabilitation projects (the revised budget is proposed to be \$2,601,082):

1. \$169,609 into the Solids Master Plan account. This project will evaluate the City's current solids handling program and provide recommendations for improvements and efficiencies. The current budget for this project is \$80,391; these additional funds, combined with a proposed transfer of \$75,000 from the Sewer Open Cut account described earlier in this agenda memorandum will make the revised budget \$325,000.

2. \$250,000 into the Sewer Condition/Capacity Assessment account. This project is to evaluate the City's sewer system hydraulics to determine what improvements need to be performed to maintain the infrastructure. Staff is recommending that a new capital project account be created for this purpose. In addition, Staff is recommending that the Inflow and Infiltration (I&I) Study for Sewer Collection and the Emergency Response Plan/Capacity Management Operation and Maintenance (ERP/CMOM) Master Plan Updates projects, each budgeted at \$250,000 and noted within this agenda memorandum, be closed and consolidated into this one new project account. The total budget for this new project will be \$750,000.

Lift Station Improvements account – The current budget and available account balance is \$634,751. Staff is recommending a re-allocation of \$100,000 to the South Westminster TOD-Sewer Utilities account. This project will provide an evaluation of utility needs that are a part of the Regional Transportation District (RTD) development in the City. As noted previously, additional funds are proposed from the Sewer Open Cut account, bringing the amount recommended to be reallocated into this project total \$300,000. The revised Lift Station Improvements project budget is proposed to be \$534,751.

Inflow and Infiltration (I&I) Study for Sewer Collection account – The current budget and available account balance is \$250,000. Staff is recommending a transfer of \$250,000 to the newly created Sewer Condition-Capacity Assessment account as noted above. This project is to evaluate the City's sewer system hydraulics to determine what improvements need to be performed to maintain the infrastructure. As noted previously, Staff is recommending that the new Sewer Condition-Capacity Assessment project, the I&I Study for Sewer Collection and the ERP/CMOM/Master Plan Updates projects be consolidated into the new Sewer Condition-Capacity Assessment project account. The total budget for this project will be \$750,000.

ERP/CMOM/Master Plan account – The current budget and available account balance is \$250,000. Staff is recommending a transfer of \$250,000 to the newly created Sewer Condition-Capacity Assessment account as noted above. This project is to evaluate the City's sewer system hydraulics to determine what improvements need to be performed to maintain the infrastructure. As noted previously, Staff is recommending that the new Sewer Condition-Capacity Assessment project, the I&I Study for Sewer Collection and the ERP/CMOM/Master Plan Updates projects be consolidated into the new Sewer Condition-Capacity Assessment project account. The total budget for this project will be \$750,000.

Staff continues to refine the Utility's capital program to maintain an aggressive infrastructure repair and replacement program. The Proposed 2011/2012 Capital Improvement Program included within the Proposed 2011/2012 Budget currently before City Council for consideration was planned as a logical progression from the revised 2010 program and is intended to be a continuation of the work that will have been achieved in 2010.

The proposed modification of the Adopted 2010 Utilities Fund CIP adheres to the City's Strategic Plan Goals of a "Financially Sustainable City Government Providing Exceptional Services" and "Safe and Secure Community" by implementing capital projects that are necessary to maintain the Utility's infrastructure and provision of safe drinking water and discharge of clean wastewater.

The actions proposed in this agenda memorandum do not require an ordinance since the budget is not proposed to change (i.e., increase or decrease overall). The first portion of the Recommended City Council Action is requesting approval to reallocate capital improvement project funds as outlined above. The second portion of the Recommended City Council Action requests that City Council approve the transfer of funds from the CIP into the Central Charges budget to transfer funds into the CPR (since this is technically considered as crossing department lines, which requires Council authorization). However, no ordinance is needed since this is simply a reallocation of currently appropriated funds.

The following section is what is typically found within agenda memorandum for appropriation ordinances; this section is included to document the changes recommended in this agenda memorandum. These amendments to the Water Fund will not change the total appropriations in the fund but are shown for information only:

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers Capital Reserve	20010900.79800.0207	\$2,261,723	\$8,062,132	\$10,323,855
Municipal Service Center Renovation	80120035105.80400.8888	372,613	(302,168)	70,445
Open Cut Water Line Replacement	80720035754.80400.8888	3,790,769	(1,906,039)	1,884,730
2010 Bond-Pressure Zone Enhancements	80820035785.80400.8888	4,812,933	(3,826,964)	985,969
2010 Bond-Reclaimed Water Treatment Facility	80920035858.80400.8888	8,378,885	7,196,311	15,575,196
2010 Bond-So Zone 1 Transmission	80920035860.80400.8888	5,564,023	(1,697,980)	3,866,043
SWTF Trac Vac System Replacement	80920035862.80400.8888	550,000	(550,000)	0
Electrical/Mechanical Pump Improvements	80920035871.80400.8888	170,174	125,000	295,174
Reclaimed Water Open Storage	80920035872.80400.8888	600,000	(600,000)	0
10" Replace Main 80 <sup>th</sup> under US 36	80920035876.80400.8888	1,300,000	(790,821)	509,179
Debt Administrative Costs	81020015889.80400.8888	2,210,538	(2,099,198)	111,340
Reclaimed Water Treatment Facility	81020035858.80400.8888	7,196,311	(7,196,311)	0
Countryside Pump Improvements	81020035877.80400.8888	125,000	50,000	175,000
2010 Bond-Water Tanks Major R&R	81020035960.80400.8888	172,169	427,831	600,000
Federal Blvd – WV Main	81020035968.80400.8888	0	920,000	920,000
Meadowlark Water Line	81020035969.80400.8888	0	1,738,207	1,738,207
St Anthony Water Main	81020035972.80400.8888	0	<u>450,000</u>	450,000
Total Change to Expenses			<u>\$0</u>	

These amendments to the Wastewater Fund will not change the total appropriations in the fund but are shown for information only:

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers Capital Reserve	21010900.79800.0207	\$10,083	\$410,000	420,083
PCAP San Sewer Line Rehabilitation	80721035749.80400.8888	3,105,908	(419,609)	2,686,299
PACP Sewer Open Cut Replacement	80721035750.80400.8888	4,105,171	(1,933,000)	2,172,171
Lift Station Improvements	80921035854.80400.8888	634,751	(100,000)	534,751
I&I Study for Sewer Collection	81021035852.80400.8888	250,000	(250,000)	0
ERP/CMOM/Master Plan Updates	81021035857.80400.8888	250,000	(250,000)	0
BDCWWTF Solids Processing MP	81021035957.80400.8888	80,391	244,609	325,000
Sewer Condition/ Capacity Assessment	81021035970.80400.8888	0	750,000	750,000
S Westy TOD Sewer Utilities	81021035971.80400.8888	0	300,000	300,000
BDCWWTF Improvements	81021035973.80400.8888	0	230,000	230,000
Critical Sewer Repairs	81021035974.80400.8888	0	<u>1,018,000</u>	1,018,000
Total Change to Expenses			<u>\$0</u>	

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Denver Regional Council of Governments Project Applications for the 2012-2017 Transportation Improvements Program

**Prepared By:** Michael Normandin, Transportation Engineer

**Recommended City Council Action**

Authorize City Staff to submit project applications to the Denver Regional Council of Governments for funding in the 2012-2017 Transportation Improvement Program.

**Summary Statement**

- Denver Regional Council of Governments (DRCOG) is currently soliciting applications for funding for projects to be included in the 2012-2017 TIP. Applications are due to DRCOG on Friday, October 1, 2010.
- The projects selected for inclusion in the Transportation Improvement Program (TIP) will be funded with federal and local dollars. The minimum local match for projects has been set at 20%.
- Staff recommends that project applications be submitted for intersection improvements at 120<sup>th</sup> Avenue and Federal Boulevard, the construction of missing sidewalk links on Federal Boulevard between 92<sup>nd</sup> Avenue and 120<sup>th</sup> Avenue and the reconstruction of the Little Dry Creek Trail between Federal Boulevard and Lowell Boulevard. Staff also recommends that the City of Westminster participate with the City of Federal Heights for one-half of the local match for the 92<sup>nd</sup> Avenue and Federal Boulevard intersection improvement project that Federal Heights will be submitting to DRCOG.
- Funding for selected projects would be staged over the six year time period of the 2012-2017 TIP. This would provide adequate time for Council to budget the local match should any of the City's requested projects be selected. The DRCOG Board is scheduled to approve the 2012-2017 TIP in March 2011. A table is included in the Background Information section of this Agenda Memorandum that outlines the proposed funding for the recommended project applications.
- Financial participation will be solicited from the Colorado Department of Transportation (CDOT) for the intersection improvement projects at 120<sup>th</sup> Avenue and Federal Boulevard and at 92<sup>nd</sup> Avenue and Federal Boulevard since both of these locations are on the State Highway System.

**Expenditure Required:** \$1,807,506

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

## **Policy Issue**

Should the City submit applications for intersection improvements and sidewalk and trail construction projects to DRCOG for the 2012-2017 TIP and participate with Federal Heights on the 92<sup>nd</sup> Avenue and Federal Boulevard intersection improvements?

## **Alternatives**

1. Council could choose not to submit any project applications to DRCOG for the 2012-2017 TIP. The next opportunity to apply for this funding will be in two years when DRCOG develops the 2014-2019 TIP. The projects selected by Staff would address key transportation needs in the City and have been evaluated against the DRCOG TIP criteria and Staff believes they have what will score well.
2. Council could choose to submit applications for different projects than Staff has recommended.

## **Background Information**

DRCOG is currently soliciting project funding applications for the 2012-2017 TIP. City Staff has prepared a list of recommendations, which are as follows:

- 120<sup>th</sup> Avenue and Federal Boulevard Intersection Improvements – This project provides accommodations for six through lanes on 120<sup>th</sup> Avenue, four through lanes on Federal Boulevard and double left turn lanes for all directions. The existing eastbound to southbound right-turn lane will be removed along with one bridge on the “ramp” to provide for expansion of the open space area and the construction of a pedestrian connection to the Big Dry Creek Trail. The box culvert for Ranch Creek located on the east leg of the intersection will be lengthened to accommodate the roadway widening. Curb, gutter, sidewalk and roadway lighting will be installed on both sides of 120<sup>th</sup> Avenue and Federal Boulevard within the project limits which extend 1,600 feet in all directions from the intersection. The roadways will also be re-surfaced within the project limits, and sidewalks will be installed where none currently exist, adjacent to the roadways. City staff has approached CDOT representatives with a request for financial participation in this project and is awaiting their response.
- Federal Boulevard Sidewalk Connections – This project would construct 8-foot wide missing sidewalk links on the west side of Federal Boulevard between 92<sup>nd</sup> Avenue and 98<sup>th</sup> Avenue, on the east side of Federal Boulevard adjacent to the Mushroom Farm Open Space area at about 110<sup>th</sup> Avenue and on the east side of Federal Boulevard in front of a single family residence located 600 feet north of 116<sup>th</sup> Place.
- Little Dry Creek Trail Reconstruction – As part of the Little Dry Creek Regional Detention and Park Project, the entire portion of the existing Little Dry Creek Trail located between Federal Boulevard and Lowell Boulevard will be reconstructed to accommodate future regional storm water detention improvements. In addition, the Little Dry Creek Trail improvements will provide direct access to the future Westminster Commuter rail station. The trail improvements consist of the construction of a ten-foot wide trail and two pedestrian bridges.





**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Roof Replacements for Colorado Department of Corrections, Five Star Pups, and the Swim and Fitness Recreation Center

**Prepared By:** Jerry Cinkosky, Facilities Manager  
Thomas Ochterski, Capital Projects Coordinator

**Recommended City Council Action**

Authorize the City Manager to award a contract to the low bidder D&D Roofing, Inc. in the amount of \$186,356 for the roof replacements at three City owned facilities: Colorado Department of Corrections (CDOC - the former Police Department building), Five Star Pup (the former animal holding facility), and the Swim and Fitness Recreation Center (SFC). In addition, authorize a 10% contingency in the amount of \$18,636 for replacement of substructure and insulation should replacement be needed, bringing the total project budget to \$204,992.

**Summary Statement**

- The existing roof conditions at the three facilities have begun to show signs of major deterioration. The present roofs, which all had ten year warranties, are now between fifteen and twenty-five years old. The roofs have had to be patched several times due to leaks. These costs are estimated to be \$15,000 per year and increasing. These roofs have all been identified by the 2007 Bornengineering Facility Needs Assessment as having outlived their useful life.
- In early September 2010, City staff and roofing consultant Garland Company conducted an assessment including taking core samples and analyzing sub-roofing structures. As a result of this study and recommendations of the roofing consultant, the three facilities' roof replacements were put out for bids. A request for proposals was sent to five reputable and licensed roofing contractors all of which have completed successful roofing projects for the City in the past.
- The decision to award the three facilities as one lump sum roofing contract came as a recommendation of the Garland Company consultant believing that by bidding three projects at one time would yield economies of scale that would reduce the overall cost of these projects.
- Funding for this project is available from two Capital Improvement Accounts. The CDOC and Five Star Pups facilities from the Building Operations and Maintenance Major Maintenance Capital Improvement Budget and the SFC partial roof replacement expenditure from the Recreation Facility Major Maintenance Capital Improvement Account.

<b>Expenditure Required:</b>	\$ 186,356.00	Bid Amount
	\$ 18,636.00	Contingency

<b>Source of Funds:</b>	General Capital Improvement Fund
	- Building Operation and Maintenance Major Maintenance Project
	General Capital Improvement Fund
	- Recreation Facility Major Maintenance Project

**Policy Issue**

Should City Council award a contract to D&D Roofing, Inc. for the replacement of the roof at the Colorado Department of Corrections (CDOC), Five Star Pups, and a partial roof replacement of the Swim and Fitness Recreation Center (SFC)?

**Alternative**

Do not proceed with the roof replacement at these facilities. Staff is not recommending this action based on the present condition of the existing roof, the obligations of the lease contract with CDOC and Five Star Pups, inconvenience to staff and citizens at the SFC, potential future damages to interior components of the facilities, and the amount of operational dollars that will be needed to make repairs to roofs that have no useful life remaining.

**Background Information**

Over the past few years, the Colorado Department of Corrections (CDOC) and Five Star Pup roofs have experienced water leaks. These roofs had been scheduled to be replaced in 2008, but the projects were delayed while an Environmental Impact Study was conducted as a part of the expansion of the US36 Corridor. In early 2010 the completed Environmental Impact Study indicated that these two facilities would not need to be demolished and therefore roof replacements would be required.

Lease agreements between the City and CDOC and Five Star Pups, respectively, specify that the City is responsible for the upkeep and maintenance of the building envelope including the roof. The City could be held responsible for water leaks that damage the interiors of the buildings.

During the spring of 2010, numerous roof leaks were discovered and a thorough investigation was undertaken. It was determined that the roof membrane for both structures was at the end of its useful life and that the substructure of the roof was beginning to significantly degrade. It is expected that contingency funds for the project will cover any unknown costs.

Over the past several years, the Swim and Fitness Center (SFC) has had various portions of the roof replaced as necessary. Currently, the SFC is about to go under a major renovation to the pool facility, and this warrants a replacement of the leaking roof that is directly over the pool. Like the two leased facilities, the sub-structure and insulation under the roof has been damaged by water infiltration and it is expected that contingency funds for the project will cover these unknown costs.

On September 13, 2010, a bid opening was held and the results are as follows:

D&D Roofing Inc.	\$186,356
B&M Roofing	\$212,100
Front Range Roofing Systems, LLC	\$213,796
Alpine Roofing Co., Inc.	\$288,968
Colorado Moisture Control, Inc.	\$306,685

As a result of the competitive bid process, Staff is recommending awarding the roof replacement contract to D&D Roofing, Inc. This recommendation is based on D&D Roofing, Inc.'s, submittal of the lowest competitive bid price and their successful completion of similar roof replacement projects for the City. The roof at the Swim and Fitness Center will be replaced with a roof with a 20 year warranty while the roofs at the leased facilities will be replaced with 10 year warranted roofs. City Staff and the consultant believes that this will be the most cost effective approach to these roof replacement projects and will allow the project costs to stay within available capital project budget resources.

The roof replacement at the CDOC, Five Star Pups, and the SFC supports the City Council Strategic Plan Goal of “Financially Sustainable City Government” in the following area:

- Effective cost containment/control measures for living within revenues and budget
- Well maintained City infrastructures and facilities.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Purchase of the 6.34-acre Hawn-Hewit Property Located at the Northeast Corner of 104<sup>th</sup> Avenue and Sheridan Boulevard for Open Space

**Prepared By:** Heather Cronenberg, Open Space Coordinator

**Recommended City Council Action**

Authorize the purchase of the approximately 6.34-acre Hawn-Hewit Property located at the northeast corner of 104<sup>th</sup> Avenue and Sheridan Boulevard for open space for \$2,170,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property.

**Summary Statement**

- The Hawn-Hewit property has been recommended by the City's Open Space Advisory Board as a top priority acquisition.
- The acquisition of this property will expand the existing North Hylands Creek Open Space corridor and provide additional upland wildlife habitat. It will also preserve mature cottonwood trees that provide habitat for a white red-tailed hawk that frequents this area.
- Staff has negotiated the purchase of approximately 6.34 acres for a purchase price of \$2,170,000 or (\$7.87 per square foot).
- The Adams County Open Space Program has awarded \$1,085,000 towards the acquisition of this parcel.

**Expenditure Required:** \$2,170,000 plus closing costs not to exceed \$5,000

**Source of Funds:** Open Space Bond Funds (\$1,085,000)  
Adams County Open Space (\$1,085,000 reimbursed after closing)

**Policy Issue**

Does City Council approve the use of the open space bond funds for the purchase of the 6.34-acre parcel located at the northeast corner of 104<sup>th</sup> Avenue and Sheridan Boulevard?

**Alternative**

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because the seller is currently motivated to work with the City and Adams County is supporting this acquisition with a 50% matching grant.

**Background Information**

The City has been pursuing the acquisition of a portion of the northeast corner of 104th Avenue and Sheridan Boulevard for open space for many years. The City's Open Space Advisory Board considers this property a top priority for acquisition. Acquisition of this property will create a wildlife buffer abutting the North Hylands Creek open space to the south and to the Legacy Ridge Golf Course to the east. A rare and well known white red-tailed hawk nests in the group of trees located along the northern boundary of the main portion of this site. The owners have expressed their intent to remove this group of trees if the City does not purchase this property for open space. The negotiated purchase does not include the first three trees on the west side of the main parcel. The first two trees are in poor condition and the owner would not agree to include this area in the acquisition. The third tree is close enough to the acquisition boundary that through development setback requirements against open space, the City will be able to preserve it. Included in the purchase is the .22-acre triangular parcel at the northwest corner, which will preserve a beautiful group of cottonwood trees. The visual significance of these trees and of the white red-tailed hawk is extremely important to the residents of Westminster. Purchasing a portion of this property will also help to preserve the stunning views of the mountains while traveling west on 104th Avenue.

The City commissioned an appraisal that valued the parcel at \$7.87 per square foot. After receiving the appraisal and negotiating with the owner, staff determined that purchasing 6.34 acres out a total area of 12.13 acres would provide an appropriate wildlife buffer to the North Hylands Creek Open Space to the south and to the golf course. Using the \$7.87 per square foot value, purchasing 6.34 acres comes to a total purchase price of \$2,170,000. The owner recently received an appraisal that values the property at \$10.00 per square foot. The owner has however agreed to sell the property to the City at the \$7.87 per square foot value. The Preliminary Development Plan for the property designates the property as retail. The property is designated as Retail Commercial in the City's Comprehensive Land Use Plan and is located at a very desirable corner within the City. The high price of this property reflects the location and development potential of this area. The appraised value however is low compared to other retail commercial locations within the City. If the City purchases 6.34 acres for open space, the remainder of the property will remain zoned as Retail Commercial and will continue to be marketed for sale by the owners.

City Council approved the submission of a grant to Adams County to request funds up to \$1,085,000 to assist with this purchase. The Adams County Open Space Advisory Board recommended full funding in the amount of \$1,085,000 towards the acquisition of this parcel. The Adams County Commissioners approved the Board's recommendations. Adams County will provide these funds to Westminster after closing.

If the City purchases this property for open space, it will be maintained in a natural condition and open to the public for passive use. The funds for this purchase are available from the POST Bond issue approved by the voters in 2006.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment - Vicinity Map

# Hawn-Hewit Open Space Acquisition

0.22 Acres

*Legacy Ridge Golf Course*

*City Park*

Sheridan Blvd

6.12 Acres

*North Branch Hylands Creek*

106th Dr

105th Way Dr 14501

104th Ave

-  Hawn-Hewit Acquisition
-  Streams
-  Trails
-  Parks
-  Open Space
-  Golf Courses





## Agenda Item 8 I

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Second Reading of Councillor's Bill No. 46 re Bowles House Rehabilitation Grant Supplemental Appropriation

**Prepared By:** Patrick Caldwell, Planner II

### Recommended City Council Action

Pass Councillor's Bill No. 46 on second reading appropriating funds granted by the State Historical Fund in the amount of \$72,000 for the City's rehabilitation of the Bowles House east porch and repair of a wall crack.

### Summary Statement

- On February 1, 2010, the State Historical Fund awarded the City a grant in the amount of \$72,000 for the rehabilitation of the Bowles House east porch and repair of a wall crack. The property is located at 3924 West 72<sup>nd</sup> Avenue.
- City Council action is needed to appropriate these grant funds.
- In order to complete this project, the City is required to contribute a cash match of up to \$24,000, which was budgeted in 2010.
- This Councillor's Bill was passed on first reading on September 13, 2010.

**Expenditure Required:** \$72,000

**Source of Funds:** State Historical Fund Grant

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **46**

SERIES OF 2010

INTRODUCED BY COUNCILLORS

**Briggs - Lindsey**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2010 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2010 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2010 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3432 is hereby increased by \$72,000. This appropriation is due to the receipt of state grant funds.

Section 2. The \$72,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10E, September 13, 2010 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$72,000</u>
Total	<u>\$72,000</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 13<sup>th</sup> day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27<sup>th</sup> day of September, 2010.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Second Reading of Councillor’s Bill No. 47 re Citylife Church Lease Agreement at the Ice Centre at the Promenade

**Prepared By:** Bill Walenczak, Director of Parks, Recreation and Libraries

**Recommended City Council Action**

Pass Councillor’s Bill No. 47 on second reading authorizing the City Manager to sign a lease agreement between the City of Westminster, Hyland Hills Park and Recreation District (through its Recreational Facilities enterprise) and Citylife Church d/b/a Redemption City Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.

**Summary Statement**

- In May 2010 the previous tenant, Westminster Promenade Development LLC (aka Inland Pacific Corporation), notified the Ice Centre Manager that it was vacating the office space that it had leased since 2001.
- Once the leased space was vacated, Ice Centre Manager Bob Bebber began advertising for a new lessee.
- Citylife Church approached Mr. Bebber about the possibility of leasing the space for its administrative offices.
- The Church will not hold meetings, such as Sunday school or services, at this location; their use will be for administrative offices only.
- The lease duration is for one year at a rate of \$13.96 per square foot for a total of \$19,200 for the year. A six-month option to renew is included in the lease agreement. There will also be a security deposit of \$1,600 for any potential damages to the facility.
- This use has been reviewed and approved by the City’s Planning Manager.
- The proposed ordinance was passed on first reading on September 13, 2010.

**Expenditure Required:** \$0

**Source of Fund:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **47**

SERIES OF 2010

INTRODUCED BY COUNCILLORS

**Lindsey - Major**

**A BILL**

**FOR AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY, HYLAND HILLS PARK AND RECREATION DISTRICT, AND CITYLIFE CHURCH d/b/a REDEMPTION CITY CHURCH FOR THE LEASE OF A PORTION OF THE ICE CENTRE AT THE WESTMINSTER PROMENADE FOR ADMINSTRATIVE OFFICES**

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and the Hyland Hills Park and Recreation District for the purpose of constructing and operating an Ice Centre at the Westminster Promenade; and

WHEREAS, the City and Hyland Hills have selected Citylife Church as one of the tenants at the Ice Centre's retail/office space; and

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1: Pursuant to City Charter Section 13.4, the Lease Agreement between the City, Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise, and Citylife Church d/b/a Redemption City Church for the lease of a portion of the Ice Centre at the Westminster Promenade for administrative offices attached hereto as Exhibit A is hereby approved.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27<sup>th</sup> day of September, 2010.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO LEGAL FORM:

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

## LEASE

This Lease, made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between HYLAND HILLS PARK AND RECREATION DISTRICT and THE CITY OF WESTMINSTER, hereinafter collectively referred to as "Landlord" and CITYLIFE CHURCH d/b/a/ REDEMPTION CITY CHURCH, a Colorado nonprofit 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 Leasehold Premises ("Premises") at Landlord's Ice Centre, 10710 Westminster Blvd., Jefferson County, Colorado, as more fully described in Exhibit A attached hereto.

### 2. TERM:

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 1<sup>st</sup> day of October, 2010 and, unless sooner terminated or later extended, as provided herein, shall expire at 12:01 a.m. on the 1<sup>st</sup> day of October, 2011.

### 3. USE OF PREMISES:

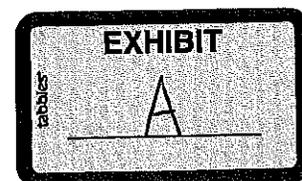
3.1 Tenant shall occupy, use and operate the Leasehold Premises as office space.

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 or other purposes except as is necessary and required with its use specified in this Agreement.

h. Keep or permit to be kept or used on the Leasehold Premises any pets except for guide animals pursuant to the provisions of the federal Americans With Disabilities Act and/or corresponding state statute or local ordinance.

#### 4. RENT AND SECURITY DEPOSIT:

4.1 Tenant shall pay to Landlord, as minimum rent for the term of this Lease, the sum of \$19,200.00, 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 \$1,600.00, payable in advance, commencing on the effective date, and on that same date of the month for every month of the rental term thereafter.

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 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.

4.3 If the payment of any rent or any other monies payable under the terms of this Lease shall not be paid when due, and Tenant shall not have paid such arrears within three business days of Landlord providing Tenant with notice thereof, Tenant agrees that additional rent, in the amount of five (5) percent of the arrearage amount, shall be immediately due and payable from Tenant to Landlord.

4.4 Tenant shall pay to Landlord, upon execution of this Agreement, the sum of \$1,600.00 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 ninety (90) days of termination of the this Lease, whichever comes earlier.

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. PARKING:

Tenant understands that existing adjacent parking lots are available for patrons of the Premises and that no parking spaces shall be reserved for Tenant's employees, customers or others.

7. UTILITIES:

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

8. MAINTENANCE AND REPAIRS:

8.1 Tenant shall keep and maintain the Premises, excluding 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, excepting therefrom normal wear and tear. Tenant shall not make any modifications to Premises without Landlord's written approval and Tenant shall be liable for any damage caused to such connections and system due to Tenant's occupancy of the Premises.

8.2 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.

8.3 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.

9. LIENS AND CLAIMS AGAINST LANDLORD:

9.1 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.

9.2 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.

#### 10. INSURANCE:

10.1 Tenant shall procure and continuously maintain at its own expense the minimum insurance coverages listed below, with forms and insurers acceptable to Landlord. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Commercial General Liability Insurance with combined single limit of \$3,000,000 per occurrence. This policy must include Contractor Liability; Products Liability; Broad Form Property Damage including, but not limited to, coverage for any damage to any Landlord personal or real property due to fire or water related to Tenant's operations pursuant to this Agreement; and Personal Injury;

b. Owned, hired, and non-owned automobile liability coverage with \$600,000 limit;

c. Statutory workers' compensation on all employees;

d. All risk insurance for full insurable replacement value of Landlord-owned equipment and personal property.

10.2 The required insurance policies shall be endorsed to include the City of Westminster and Hyland Hills Park and Recreation District as an additional insured as their interests may appear under this Agreement. Every policy required above shall be primary insurance, and any insurance carried by the City of Westminster and/or Hyland Hills Park and Recreation District, their respective elected officials, officers, employees, or others working on their behalf, or carried by or provided through any self-insurance pool of the City or Hyland Hills, shall be excess and not contributory insurance to that provided by Tenant. Each party to this Agreement agrees to waive subrogation on respective property insurance.

10.3 The Certificate of Insurance provided to Landlord shall be completed by Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Landlord prior to the commencement of the Agreement.

The certificate shall identify this Agreement and shall provide the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Landlord. Certificates of insurance shall be marked to identify this Agreement and shall be sent to:

Executive Director  
Hyland Hills Park and Recreation District  
1800 W. 89<sup>th</sup> Ave  
Denver, Colorado 80260

A certified copy of any policy shall be provided to the Landlord upon its request.

10.4 The parties hereto understand and agree that the City of Westminster and Hyland Hills Park and Recreation District are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitation (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to them and their elected officials, officers, or employees.

10.5 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.

10.6 Tenant will indemnify, defend and hold Landlord, its officers, directors and agents 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 Tenant's breach of this agreement or any representation or warranty made by the Tenant herein; (b) any act or omission to act of the Tenant or its employees, officers or agents; (c) any act or omission to act of any vendor, promoter, or subtenant of the Premises or other contractor of Tenant in the Premises; or, (d) any personal injury or property damage occurring at or about the Premises, except to the extent that the injury of damage is caused by the negligence or actions or omissions of Landlord.

#### 11. DAMAGE BY FIRE OR OTHER CASUALTY:

11.1 Unless as set forth in subparagraph 11.2, 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.

11.2 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, then 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 10, 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 the Premises are untenable, Tenant shall receive an apportionment of the rent until the Premises are tenable.

## 12. ASSIGNMENT AND SUBLETTING:

12.1 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. 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.

12.2 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.

12.3 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.

## 13. 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, normal wear and tear excepted. Tenant's obligation to observe or perform the provisions of this paragraph

shall survive the expiration or termination of this Lease.

14. 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.

15. EXTENSION OF LEASE:

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, the term of this Lease shall be automatically extended for one additional six (6) month term on the same terms and conditions set forth herein. Provided, however, that if Tenant shall give Landlord written notice or Landlord shall give Tenant such written notice, no later than thirty (30) 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. Additional extensions beyond the automatic extension shall be subject to negotiation between the parties.

16. DEFAULTS BY LESSEE AND REMEDIES:

16.1 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.

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 Jefferson and the City of Westminster, or of any bureau, department or subdivision thereof.

d. If the Premises should be abandoned or vacated. Abandonment or vacation shall include the attempted removal of equipment, furniture and/or fixtures such as to degrade the ability of Tenant to carry on its business upon the Premises or cessation of a substantial portion of Tenant's normal business dealings at the Premises.

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.

16.2 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, upon which date 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 such possession pursuant to the terms of this agreement, legal proceedings or pursuant to any notice provided by law or this Lease, Landlord may: (1) terminate this Lease at any time; 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 16.2 (a) provides.

16.3 Unless Landlord shall have exercised its right to re-enter and take possession of the Premises pursuant to 16.2(b), in the event Landlord shall elect to terminate this Lease, Landlord shall give Tenant twenty (20) 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 twenty (20) 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.

16.4 In the event Landlord shall elect to retake the Premises without terminating this Lease, Landlord shall give Tenant twenty (20) 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 twenty (20) day period, and Landlord shall not have waived the same by written instrument, Landlord may, without terminating this Lease, retake possession of the Premises.

16.5 In the event that Landlord does not elect to terminate this Lease as permitted in paragraph 16.2 (a), but on the contrary elects to take possession as provided in paragraph 16.2 (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), 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 minimum 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 judgment 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.

16.6 Tenant shall, at the expiration of the twenty (20) 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. Tenant further agrees that, in the event of repossession by Landlord, 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 any monies owed to Landlord by Tenant pursuant to the term of this Lease, to Tenant.

16.7 In the event of any default by Tenant pursuant to subparagraph 16.1d, above, or if Tenant violates the provisions of Section 17, below, and notwithstanding any other provision herein, Landlord shall have the right at Landlord's sole option and without any necessity of notice (and without restricting or surrendering any of Landlord's other rights hereunder), and Tenant hereby agrees and consents thereto, to immediately take possession of the Premises and all equipment, inventory, contents, furniture and fixtures therein, of whatever kind or ownership, and to, within a reasonable time and in a reasonable manner, cause the same to be sold and the proceeds thereof applied to any monies owed to Landlord by Tenant pursuant to this Lease.

#### **17. 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.

#### **18. IMPROVEMENTS TO LEASEHOLD PREMISES:**

18.1 All Premises improvements that constitute fixtures, however denominated, existing at the time of execution of this Lease 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.

18.2 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.

#### **19. SIGNAGE:**

Tenant may cause to be installed one or more signs in such design(s) and location(s) as shall be approved by Landlord and in conformance with the City of Westminster Municipal Code. 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.

20. 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.

21. 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 State 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:

Russ Doty  
President/Pastor  
10792 Zuni Dr.  
Westminster, CO 80234

22. 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.

23. 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.

24. 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.

25. 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.

26. SURVIVAL CLAUSE:

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

27. 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.

28. 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.

29. 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.

30. 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 upon reasonable written 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, timing and length of the inspection is reasonable.

### 31. OTHER PAYMENT OBLIGATION.

Tenant shall promptly pay all taxes and fees of whatever nature, applicable to the use, occupancy and 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.

### 32. RELATIONSHIP TO TRUSTEE.

32.1 The parties hereto acknowledge that pursuant to that certain 1998 Ground Lease Agreement ("Lease") and that certain 1998 Lease Purchase and Sublease Agreement ("Sublease"), both by and between the City of Westminster and the City of Westminster Building Authority, the City has leased to the City of Westminster Building Authority the Ice Centre building and the improvements located therein and said Building Authority has subleased to the City said building and improvements.

32.2 The parties hereto further acknowledge that the City of Westminster Building Authority has assigned certain of its rights pursuant to the documents described in subparagraph 32.1 and that certain 1998 Mortgage and Indenture of Trust ("Indenture") to the U. S. Bank National Association d/b/a Colorado National Bank, as Trustee.

32.3 The parties hereto further acknowledge that, pursuant to paragraph 13.2 of the above-referenced Sublease:

(a) This Agreement is subordinate to the Lease, Sublease and Indenture;

(b) If a Termination Event occurs (as defined in said Sublease), Tenant shall pay to the Trustee all rents payable under this Agreement and this Agreement will be assigned to the Trustee;

(c) So long as Tenant is in compliance with the terms of this Agreement the Trustee shall not disturb Tenant's use of the Premises.

32.4 Landlord warrants that nothing in this Agreement violates any terms of the Ground Lease or any associated document, law, or regulation.

33. ATTORNEYS FEES:

If any dispute shall arise between the parties hereto regarding the interpretation of this lease or any provision thereof or the application of any provision, which dispute results in the filing of any suit or legal proceeding, the party adjudged by the judge or legal officer presiding over such proceedings to be the prevailing party shall be awarded its reasonable attorneys fees and costs from the non prevailing party.

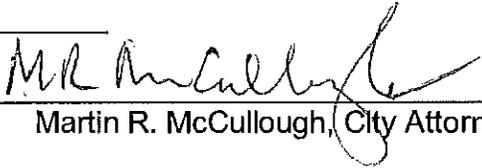
**LANDLORD:**

HYLAND HILLS PARK AND RECREATION DISTRICT

\_\_\_\_\_  
Greg Mastriona, Executive Director

Approved as to legal form: \_\_\_\_\_  
Richard Fuller, Administrative Counsel

CITY OF WESTMINSTER

\_\_\_\_\_  
Approved as to legal form:   
Martin R. McCullough, City Attorney

**TENANT:**

CITYLIFE CHURCH d/b/a REDEMPTION CITY CHURCH

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## Agenda Item 8 K

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Second Reading of Councillor's Bill No. 48 re Amendments to Title IV of the Westminster Municipal Code concerning Tax Administration

**Prepared By:** Barb Dolan, Sales Tax Manager  
Josh Pens, Audit Supervisor

### Recommended City Council Action

Pass Councillor's Bill No. 48 on second reading amending Title IV of the Westminster Municipal Code concerning tax administration.

### Summary Statement

- Tax protests filed by taxpayers in some cases have highlighted the need for additional or improved protest and hearing procedures.
- Staff reviewed the current tax code and identified other changes to Title IV that will allow for more effective and efficient administration of the City's tax program. Occasional revisions are a necessity in the administration of a dynamic ordinance.
- The proposed ordinance was passed on first reading on September 13, 2010.
- These changes support the goals of a Financially Sustainable City Providing Exceptional Service and Strong, Balanced Local Economy.

**Expenditure Required:** \$0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **48**

SERIES OF 2010

INTRODUCED BY COUNCILLORS  
**Winter - Kaiser**

**A BILL  
FOR AN ORDINANCE AMENDING TITLE IV OF THE WESTMINSTER MUNICIPAL CODE  
CONCERNING TAX ADMINISTRATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 4-1-1, subsection (O), W.M.C., is hereby AMENDED to read as follows:

**4-1-1: DEFINITIONS:** The following words and phrases as used in this Title shall have the following meaning unless specifically defined in another Chapter:

(O) "**Tax Deficiency**" means any amount of tax that is not reported in such manner as the Finance Director may prescribe or not paid on or before the due date.

Section 2. Section 4-1-4, W.M.C., is hereby AMENDED to read as follows:

**4-1-4: ACQUISITION, ~~INCEPTION OR CESSATION~~ OF BUSINESS:**

(A) Purchase of an Existing Business:

(1) Seller's responsibilities: Any person engaged in business in the City who sells such business shall file a final return. The reporting period for such return shall end on the date of the transfer of ownership of the business.

(2) Purchaser's responsibilities:

(a) Any person who purchases an existing business shall be responsible for determining the total tax liability from that business and shall withhold from the initial purchase payment an amount sufficient to cover all such total tax liability, unless the former owner produces a receipt from the City showing that the total tax liability has been paid or a certificate from the City that there is no total tax liability.

(b) Any amount so withheld shall be paid to the City within ten (10) days of the date of the sale of the business.

(c) Any purchaser who fails to withhold such total tax liability or fails to remit to the City the amount so withheld within the ten (10) day period allowed, shall, as well as the seller, be liable for any unpaid total tax liability.

(B) Acquisition of an Existing Business by Means Other Than Purchase. Any person who acquires or takes control of an existing business or the assets of an existing business by means other than purchase shall be responsible for payment of any total tax liability from that business.

~~(C) Cessation of Business. Every person engaged in business in the City who quits doing business in the City shall file a final return. The reporting period for such return shall end on the last day of business in the City.~~

Section 3. Section 4-1-7, W.M.C. is hereby AMENDED to read as follows:

**4-1-7: ~~FILING RETURNS; DUE DATE~~ RETURNS REQUIRED; TIME FOR FILING AND PAYING TOTAL TAX LIABILITY:**

(A) Except as provided in this Section, every taxpayer shall, on or before the twentieth day of the month, file-make a return to the Finance Director for the preceding calendar month, and file such return whether or not tax is due, and remit any tax due to the City on or before the twentieth day following the end of the reporting period. Returns of the taxpayer shall contain such information and be made in such manner and upon such forms as the Finance Director may prescribe. The signature of the taxpayer or duly authorized agent shall appear on all returns. A valid digital signature or the equivalent thereof, on a filed return transmitted electronically over the internet or similar means, or a signature on a return sent via facsimile or other form acceptable to the Finance Director, is accepted and held as a written signature.

(B) Occupation Taxes. Every taxpayer required to report and remit occupation taxes shall file a return and remit any tax due pursuant to the applicable provisions of Chapter 5 and Chapter 7 of this Title.

(C) Construction Equipment. Every person who uses construction equipment in the City shall, file-a construction equipment declaration and remit any tax due to the City on or before the date the construction equipment is located in the City, make a return to the Finance Director, and file such return whether or not tax is due.

(D) Building Permits. Every person who pays an estimated prepayment of use tax at the time a building permit is issued shall, file a return and remit any use tax due in excess of the amount prepaid on or before the thirtieth (30<sup>th</sup>) day following the issuance of a Certificate of Occupancy, or the date of final inspection by the building official, whichever occurs later, make a return to the Finance Director and file such return. A return shall not be required if no additional use tax is due.

~~(E) — A retailer engaged in business in the City at two or more locations, whether inside or outside the City, who collects tax, may file one return for all such locations, when accompanied by a supplemental schedule showing the gross sales and net taxable sales for each location.~~

~~(E) Initial Use Tax.~~ Every person who purchases or establishes a business inside the City shall, on or before the twentieth day of the month following the first day of business, make an initial use tax return to the Finance Director, and file such return whether or not tax is due.

~~(F) — Any consumer reporting use tax due from two or more locations may file one return for all such locations.~~

~~(F) Cessation of Business.~~ Any person who sells out or quits business shall, within ten days, make a return to the Finance Director and file such return whether or not tax is due.

~~(G) Time for Payment.~~ When a return of tax is required under this Title, or regulations promulgated pursuant hereto, the person required to make such return shall, without assessment, pay such total tax liability to the Finance Director at the time and place fixed for filing the return.

~~(H) Alternate Reporting Schedule.~~ If the accounting methods employed by the taxpayer, or other conditions, are such that returns made on a calendar month basis will impose unnecessary hardship, the Finance Director may, upon written request of the taxpayer, accept returns at such intervals as will, in the opinion of the Finance Director, better suit the convenience of the taxpayer, but not jeopardize the collection of the tax. The Finance Director may, by rule, permit taxpayers to make returns and pay taxes at intervals not greater than every twelve months. Authorization for such alternate method of reporting may be revoked by the Finance Director and immediately following notice of such revocation, the taxpayer shall file returns and remit tax on a monthly basis as if the alternate method of reporting and remitting the tax had never been granted.

~~(I) Returns shall contain such information and be made in such manner and upon such forms as the Finance Director may prescribe.~~

~~(J) The signature of the taxpayer or the taxpayer's duly authorized agent shall appear on all returns. A valid digital signature or the equivalent thereof, on a filed return transmitted electronically over the~~

internet or similar means, or a signature on a return sent via facsimile or other form acceptable to the Finance Director, is accepted and held as a written signature.

(GK) For good cause shown in a written request of a taxpayer, the Finance Director may extend the time for making returns and paying or remitting tax due.

(HL) ~~No~~ It shall be unlawful for any person ~~shall to~~ make any false statement in connection with a return.

Section 4. Section 4-1-8, W.M.C., REPORTING PERIODS, is hereby DELETED IN ITS ENTIRETY AND THE INDEX AMENDED ACCORDINGLY.

Section 5. Section 4-1-9, W.M.C., is hereby AMENDED to read as follows:

#### **4-1-9: DUTY TO KEEP BOOKS AND RECORDS:**

(A) Every person engaged in business in the City shall keep and preserve for at least three years ~~after the date of the taxable transaction~~ after the due date of the return or the payment of the tax, whichever is later, books, accounts, invoices, and other pertinent papers and records suitable in content and form to records which will allow the accurate determination of the tax due on such return by the Finance Director. ~~The date of such taxable transactions for construction projects inside the City shall be the date the final certificate of occupancy is issued.~~

(B) Every person who uses construction equipment inside the City shall keep and preserve, for at least three years after ~~the final certificate of occupancy for such project is issued,~~ the due date of the return or the payment of the tax, records of the time each piece of construction equipment was located inside the City, invoices or records of the price of such construction equipment, and any sales or use tax paid on such construction equipment.

~~(C) Every person shall provide all such records for audit by the City during the City's normal business hours.~~

Section 6. Section 4-1-11, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

#### **4-1-11: AUDIT OF RECORDS:**

(A) For the purpose of ascertaining the correct ~~amount of~~ total tax liability from any person engaged in business in the City, the Finance Director may ~~authorize an agent to~~ conduct an audit by examining ~~any relevant~~ all books, accounts and records of such person.

(B) Upon demand by the Finance Director, All books, accounts and records shall be open at any time during the City's regular business hours for examination ~~by an authorized agent of the Finance Director at the office of the Finance Director or some other place designated by the Finance Director for Examination.~~ Any person under audit may elect to pay for costs or expenses incurred by the City in order to have such audit conducted at a place other than the place designated by the Finance Director, but in any case the time and place of the audit shall be designated by the Finance Director. If any ~~taxpayer person~~ refuses to voluntarily ~~furnish~~ produce any of the foregoing information, ~~when requested by the Finance Director or authorized agent~~ the Finance Director may issue a subpoena to require that the taxpayer or their representative attend a hearing or produce any such books, accounts and records for examination.

Section 7. Section 4-1-16, W.M.C., is hereby AMENDED to read as follows:

**4-1-16: ~~REFUNDS OF DISPUTED TAX OVERPAYMENTS BY PURCHASERS:~~** Refunds of tax paid to a retailer by a purchaser who claims that the sale is exempt from or not subject to the tax may be requested by such purchaser by signing and submitting a Claim for Refund on or before sixty (60) days from the date of such purchase.

Section 8. Section 4-1-17, subsection (B), W.M.C., is hereby AMENDED to read as follows:

**4-1-17: CLAIM FOR REFUND:** No tax overpayment shall be refunded unless a Claim for Refund is signed and submitted to the City by the taxpayer.

(B) ~~Decision~~Determination. The Finance Director shall examine the Claim for Refund and give written notice delivered in person or sent postpaid by first class mail to the last known address of the taxpayer of the amount to be refunded or denied. The determination of the Finance Director shall become final thirty (30) days from the date of personal service of the notice or the date of mailing of the notice; provided however, that within said thirty-day period, the taxpayer may petition the Finance Director in writing for a revision, modification, or cancellation of such determination in accordance with this Chapter. A taxpayer who fails to protest the determination of the Finance Director within thirty (30) days shall be forever enjoined from claiming a refund of the amounts denied therein, excepting, however, that the Finance Director may, at his sole discretion, grant leave to file a second claim in order to avoid a protest by an aggrieved taxpayer pursuant to this Chapter.

Section 9. Section 4-1-19, W.M.C., is hereby AMENDED to read as follows:

**4-1-19: ~~TAX DEFICIENCIES FROM FAILURE TO FILE RETURN; OR FAILURE TO PROVIDE ADEQUATE RECORDS FOR AUDIT; ESTIMATED NOTICE OF ASSESSMENT:~~**

~~(A) If any taxpayer neglects or refuses to obtain a license, the amount of the total tax liability shall be estimated, based upon such information as may be available, and a Notice of Assessment shall be issued.~~

~~(BA) If any taxpayer neglects or refuses to file a return by the due date, the Finance Director shall estimate the total tax liability shall be estimated as soon as practicable thereafter-. Such estimate shall be based upon such information as may be available, with or without employing the investigative powers vested in the Finance Director by this Chapter, and a Notice of Assessment shall be issued. Such estimate may be adjusted if a return showing the actual total tax liability is filed within thirty (30) days from the date of personal service of the notice or the date of mailing of the notice.~~

~~(CB) \_\_\_\_\_ If the Finance Director determines that any taxpayer has neglects-neglected or refuses-refused to provide adequate books, accounts and records requested for audit, the Finance Director shall estimate the total tax liability. shall be estimated. Such estimate shall be based upon such information as may be available, with or without employing the investigative powers vested in the Finance Director by this Chapter, and a Notice of Assessment shall be issued.~~

~~(D) Estimated total tax liability shall be adjusted if a return reporting actual total tax liability is filed.~~

~~(C) An estimated notice of assessment issued pursuant to this section shall be prima facie correct, and the burden of proof that the items, services, privileges, occupations, or other transactions, for which modifications or cancellations of such assessment are sought, are exempt from or not subject to taxation shall be on the taxpayer and such proof shall be by a preponderance of evidence.~~

Section 10. Section 4-1-21, subsections (E) and (F), W.M.C., are hereby AMENDED as follows:

**4-1-21: PENALTIES:**

(E) ~~Other Penalties~~Penalty for Improper Registration of a Motor Vehicle. If the Finance Director determines that a person has registered or caused to be registered a motor vehicle outside the City and that such motor vehicle should have been registered at an address in the City, the Finance Director ~~is authorized to assess~~shall levy a civil penalty of five hundred dollars (\$500), ~~against the person. A written notice of the penalty assessment shall be issued, paid and protested in the same manner as a notice of assessment. The Finance Director may enforce collection of the penalty assessment in the same manner as provided in this Title for the collection of tax due. Assessment and collection of this penalty shall not preclude the collection of any tax due or fee or the imposition of any other civil or criminal penalty provided by law.~~

(F) Assessment and Collection of Penalty. The penalties levied by this section shall be assessed, collected, and paid in the same manner as provided in this Title for the collection of tax due. Assessment and collection of a penalty shall not preclude the collection of any tax due, any interest due, or the imposition of any other civil or criminal penalty provided by law.

~~(FG)~~ Abatement of Penalty. Any penalty assessed in this Section may be abated by the Finance Director if the Finance Director finds good cause therefore.

Section 11. Section 4-1-23, W.M.C., is hereby AMENDED to read as follows:

**4-1-23: NOTICE OF ASSESSMENT:** The Finance Director ~~or specifically authorized agent~~ shall issue a Notice of Assessment for any ~~tax deficiency, penalties, or interest due.~~total tax liability.

~~(A)~~—Notices of Assessment shall be in writing and delivered in person or sent postpaid by first class mail to the last known address of the taxpayer. Such total tax liability shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the City thirty (30) days from the date of personal services of the notice or the date of mailing of the notice; provided, however, that within said thirty-day period, the taxpayer may petition the Finance Director in writing for a revision, modification, or cancellation of such assessment in accordance with this Chapter. A taxpayer who fails to protest an assessment within said thirty-day period shall be forever enjoined from protesting or appealing said assessment or claiming a refund of amounts paid to the City pursuant thereto excepting, however, that the Finance Director may, at his sole discretion, grant leave to file a claim for refund in order to avoid a protest by an aggrieved taxpayer.

~~(B)~~—The payment due date for remittance of the total tax liability pursuant to a Notice of Assessment shall be twenty (20) days after the date of the Notice of Assessment.

Section 12. Section 4-1-25, W.M.C., is hereby AMENDED to read as follows:

**4-1-25: PROTEST OF NOTICE OF ASSESSMENT OR DENIAL OF REFUND:**

(A) Any Notice of Assessment may be protested by the taxpayer to whom it is issued.

(1) ~~A protest of a Notice of Assessment issued to a vendor or taxpayer for failure to file a return, for underpayment of tax owed, or as a result of an audit shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the Notice of Assessment. Any such protest shall identify the amount of tax disputed and the basis for the protest. A taxpayer claiming an error in assessment shall submit a written protest to the Finance Director within thirty (30) days from the date of personal service or the date of mailing of the Notice of Assessment. Such protest shall state the facts and reasons for and the amount of the requested changes and shall otherwise comply with any rules and regulations promulgated by the Finance Director relating to protests and hearings.~~

(2) The taxpayer may assert any facts and make any arguments which, in the opinion of the taxpayer, are pertinent to the protest. Only matters contained in the protest shall be considered by the Finance Director.

(3) The taxpayer shall be prohibited from amending the protest to assert new facts or make new arguments more than ten (10) days after the protest is received by the Finance Director unless the Finance Director issues an order either requiring more definite statements or granting leave to amend the protest.

(24) When a timely protest is made which conforms to the requirements of this Section, no further enforcement action will be instituted by the City for the portion of the assessment being protested unless:

- (a) the taxpayer fails to pursue the protest in a timely manner; or
- (b) the total tax liability will be jeopardized by delay and the City Manager has issued a jeopardy assessment and demand for payment pursuant to this Chapter.

(5) The filing of a protest shall not toll the accrual of interest on the amount of tax due.

~~(B) Protest of Denial of Refund. A protest of a denial of a refund shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the denial of the refund and shall identify the amount of the refund requested and the basis for the protest. Any notice that the Finance Director has denied a Claim for Refund, in whole or in part, may be protested by the taxpayer to whom it was issued~~

~~(1) A taxpayer claiming an error in denial shall submit a written protest to the Finance Director within thirty (30) days from the date of personal service or the date of mailing of the notice of the Finance Director's determination. Such protest shall state the facts and reasons for and the amounts of the requested changes and shall otherwise comply with any rules and regulations promulgated by the Finance Director relating to protests and hearings.~~

~~(2) The taxpayer may assert any facts and make any arguments which, in the opinion of the taxpayer, are pertinent to the protest. Only matters contained in the protest shall be considered by the Finance Director.~~

~~(3) The taxpayer shall be prohibited from amending the protest to assert new facts or make new arguments more than ten (10) days after the protest is received by the Finance Director unless the Finance Director issues an order either requiring more definite statements or granting leave to amend the protest.~~

(C) Any timely protest which conforms to the requirements of this Section entitles a taxpayer to a hearing under the provisions of this Title.

(1) If, in the opinion of the Finance Director, the issues involved in such protest may be resolved administratively, the Finance Director may recommend an informal meeting with the taxpayer.

(2) Participation in such an informal meeting does not prevent either the taxpayer or the City from holding a hearing if the dispute cannot be resolved by such meeting.

(3) If the issues are satisfactorily resolved at an informal meeting and a hearing is not requested, the remaining total tax liability, if any, shall be paid on or before ten (10) days after the date of the notification of the amount due.

Section 13, Section 4-1-26, W.M.C., is hereby AMENDED to read as follows:

#### **4-1-26: HEARINGS:**

~~(A) The City shall commence a hearing within ninety (90) days after the City's receipt of the taxpayer's written protest; except the City may extend such period if the delay is requested by the taxpayer. The Finance Director shall notify the taxpayer in writing of the time and place of such fixed for hearing at least ten (10) days prior thereto unless the taxpayer agrees to a shorter time.~~

(B) Every hearing shall be held in the City before the Finance Director.

~~(C) The taxpayer may assert any facts, make any arguments and file any briefs and affidavits which, in the opinion of the taxpayer, are pertinent to the protest. The filing of briefs shall not be required. The burden of proof that the items, services, privileges, occupations, or other transactions for which refunds of taxes are claimed, or for which modifications or cancellations of assessments are sought, are exempt from or not subject to taxation shall be on the taxpayer and such proof shall be by a preponderance of evidence.~~

~~(D) At such hearing, the Finance Director is authorized to administer oaths and take evidence and hear argument. Pursuant to this Title, the Finance Director may issue subpoenas to compel the attendance of witnesses, the giving of testimony, and the production of books, papers, records or memoranda.~~

~~(DE) Based on the evidence presented at the After such hearing, the Finance Director shall issue a Findings of Fact, Conclusions, and Decision which may modify or abate the tax, penalties and interest protested at the hearing, approve a refund, or uphold the assessment. The decision of the Finance Director shall be final upon its entry and shall be mailed to the taxpayer forthwith.~~

~~(EF) After such hearing, the taxpayer shall not be entitled to a second hearing on the same Notice of Assessment or denial of refund; nor shall the taxpayer be entitled to file a claim for refund for amounts denied or paid pursuant to the final decision of the Finance Director on the same.~~

~~(FG) Unless the final decision of the Finance Director is appealed as provided in this Chapter, the remaining total tax liability, if any, shall be paid on or before thirty (30) days after its entry, the date of the Findings of Fact, Conclusions and Decision.~~

~~(G) The Finance Director may administer oaths and sign and issue subpoenas to compel the attendance of witnesses and the production of books, papers and other evidence when conducting hearings. Subpoenas shall be enforced as provided in Section 1-22-5.~~

Section 14, Section 4-1-27, W.M.C., is hereby AMENDED to read as follows:

#### **4-1-27: APPEALS:**

~~(A) Subsequent to a hearing Should the taxpayer be aggrieved by the final decision of the Finance Director subsequent to a hearing held pursuant to this Chapter, the taxpayer may appeal the decision of the Finance Director proceed to have the same reviewed in the District Court in and for Adams County pursuant to Rule 106 (a)(4) of the Colorado Rules of Civil Procedure as the same now provides or may hereinafter be amended.~~

~~(1) The petition or complaint for review must be filed within thirty (30) days from the entry of the Finance Director's final decision.~~

~~(2) Upon filing a petition or complaint pursuant to this subsection, the taxpayer shall either file with the Finance Director a bond for twice the unpaid amount stated in the Finance Director's final decision, or deposit the unpaid amount with the Finance Director in lieu of posting a bond. Should the taxpayer deposit the unpaid amount with the Finance Director, no additional interest shall accrue on the tax deficiency. The taxpayer shall not be entitled to interest on any deposited amount returned in accord with the direction of the court.~~

~~(B) An appeal of a final decision of the Finance Director in a hearing held pursuant to Section 4-1-26 shall be commenced within thirty (30) days of such decision. Alternative Remedy for Sales and Use Tax. After exhausting the remedies provided in this Chapter, a taxpayer may elect to appeal a sales or use tax assessment or denial of a claim for a refund of a sales or use tax to the Colorado Department of Revenue pursuant to Section 29-2-106.1(3) of the Colorado Revised Statutes. A notice of this right shall be included in any Notice of Assessment or denial of refund in clear and conspicuous type.~~

(C) ~~Upon appeal to the District Court the taxpayer shall either file with the Finance Director a bond for twice the unpaid amount or deposit the unpaid amount with the Finance Director. Any party, including the City, may appeal the decision of the District Court, the Executive Director of the Colorado Department of Revenue, or other such tribunal having jurisdiction, using all judicial, appellate, and extraordinary proceedings available.~~

~~(D) A taxpayer who fails to timely appeal the final decision of the Finance Director pursuant to this section shall be forever enjoined from protesting or appealing the same or claiming a refund of amounts denied or paid to the City pursuant thereto.~~

Section 15. Section 4-1-29, subsection (B), W.M.C., is hereby AMENDED to read as follows:

#### **4-1-29: PERPETUANCE OF LIEN:**

(B) Any person who purchases or repossesses real or personal property upon which a lien has ~~been filed by the Finance Director for total tax liability attached~~ shall be liable for the payment of such total tax liability up to the value of the property taken or acquired.

Section 16. Section 4-1-33, subsection (C), W.M.C., is hereby AMENDED to read as follows:

#### **4-1-33: LEVY, DISTRAINT AND SALE:**

(C) Levy and Distraint.

(1) Levy and distraint may be made by serving a notice of levy or distraint warrant on any person in possession of, or obligated with respect to, property or rights to property subject to levy, including receivables, bank accounts, evidences of debt, and securities.

(2) Any person in possession of, or obligated with respect to, property or rights to property subject to levy upon which a levy has been made shall, upon demand of the City, surrender such property or rights to property or discharge such obligation to the City, except such part of the property or rights to property as is, at the time of such demand, subject to an attachment or execution under any judicial process.

(3) A person who fails or refuses to surrender any property or rights to property, subject to levy, upon demand by the City, is liable in person and estate to the City in a sum equal to the value of the property or rights to property not so surrendered, but not exceeding the amount of the total tax liability for the collection of which such levy has been made, together with costs of collection and interest on such sum at the rate determined pursuant to Section 4-1-22 from the date of such levy. Any amount, other than costs and additional interest, recovered under this Paragraph shall be credited against the total tax liability for the collection of which this levy was made.

(4) A person in possession of, or obligated with respect to, property or rights to property subject to levy upon which a levy has been made who, upon demand by the City, surrenders the property or rights to property, or discharges the obligation to the City, or who pays a liability under Paragraph 3 of this Subsection is discharged from any obligation or liability of the delinquent taxpayer with respect to such property or rights to property arising from the surrender or payment.

(5) As used in this Subsection, "person" includes an officer or employee of a corporation; an officer, member, manager, or employee of a limited liability company; an officer, employee, or elected official of the State of Colorado, its departments or institutions, and the political subdivisions thereof; or a member or employee of a partnership, who as such officer, member, manager, elected official, or employee, is under a duty to surrender the property or rights to property, or to discharge the obligation.

Section 17. Section 4-1-36, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

**4-1-36: STATUTE OF LIMITATIONS:** Unless the limitation period has been extended as provided in this Section, the statute of limitations for provisions contained in this Title shall be as follows:

(A) Refunds.

- (1) No refund of ~~disputed~~ tax paid to a retailer by a purchaser shall be issued to such purchaser unless a claim for refund is submitted to the City by the purchaser on or before sixty (60) days from the date of such purchase.
- (2) No refund of overpayment from returns shall be issued unless a Notice of Overpayment is submitted to the City on or before thirty (30) days after the date of such Notice of Overpayment.
- (3) No other refund shall be issued unless a claim for refund is filed on or before three years after the date such overpayment was paid to the City.

(B) Assessments. Except as provided in this Section and unless such period is extended, the tax levied by this Title and the penalty and interest applicable thereto, other than interest accruing thereafter, shall be assessed within three (3) years after the return is filed, ~~or a Certificate of Occupancy is issued for a construction project requiring a building permit,~~ and no notice of lien shall be filed or distraint warrant issued or suit for collection instituted or any other action to collect the same commenced after the expiration of such period unless the Finance Director issues a notice of assessment within such period.

- (1) For purposes of this Section, a return shall include a construction equipment declaration, an initial use tax return, and any other form prescribed by the Finance Director for reporting a total tax liability.
- (2) For purposes of this Section, a return filed before the last day prescribed by law or by regulation promulgated pursuant to this Title for the filing thereof shall be considered as filed on such last day.
- (3) When a taxpayer fails or refuses to file a return, or files a false or fraudulent return with intent to evade tax, the total tax liability may be assessed and collected at any time.

Section 18. Section 4-2-2, subsection (U), paragraph (2), W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUBPARAGRAPH (i):

**4-2-2: WORDS AND PHRASES DEFINED:** Unless the context clearly indicates otherwise, the following words and phrases as used in this Chapter shall have the following meaning:

- (2) "Price" or "Purchase Price" includes:
  - (a) The amount of money received or due in cash and credits.
  - (b) Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
  - (c) Any consideration valued in money, such as trading stamps or coupons whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.
  - (d) The total price charged on credit sales, including finance charges which are not separately stated. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated is not part of the purchase price.
  - (e) Installation, delivery and wheeling-in charges included in the purchase price and not separately stated.
  - (f) Transportation and other charges to effect delivery of tangible personal property to the purchaser.

(g) Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.

(h) The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

(i) Charges for items or services exempt from or not subject to tax included in the purchase price and not separately stated.

Section 19, Section 4-2-2, subsection (X), paragraph (2), W.M.C., is hereby AMENDED to read as follows:

**4-2-2: WORDS AND PHRASES DEFINED:** Unless the context clearly indicates otherwise, the following words and phrases as used in this Chapter shall have the following meaning:

(X) **“Purchase” or “Sale”** means:

(2) The terms "purchase" and "sale" do not include:

(a) A division of partnership or limited liability company assets among the partners or limited liability company members according to their interests in the partnership;

(b) The formation of a corporation by the owners of a business and the transfer of their business assets to the corporation in exchange for all the corporation's outstanding stock, except qualifying shares, in proportion to the assets contributed;

(c) The transfer of assets of shareholders in the formation or dissolution of professional corporations;

(d) The dissolution and the pro rata distribution of the corporation's assets to its stockholders;

(e) A transfer of a partnership interest;

(f) The transfer in a reorganization qualifying under Section 368(a)(1) of the "Internal Revenue Code of 1954", as amended;

(g) The formation of a partnership or limited liability company by the transfer of assets to the partnership or limited liability company or transfers to a partnership or limited liability company in exchange for proportionate interests in the partnership or limited liability company;

(h) The repossession of personal property by a chattel mortgage holder or foreclosure by a lienholder;

(i) The transfer of assets from a parent corporation to a subsidiary corporation or corporations which are owned at least eighty percent by the parent corporation, which transfer is solely in exchange for stock or securities of the subsidiary corporation;

(j) The transfer of assets from a subsidiary corporation or corporations which are owned at least eighty percent by the parent corporation to a parent corporation or to another subsidiary which is owned at least eighty percent by the parent corporation, which transfer is solely in exchange for stock or securities of the parent corporation or the subsidiary which received the assets;

(k) The transfer of assets between parent and closely held subsidiary corporations, or between subsidiary corporations closely held by the same parent corporation, or between corporations which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a tax imposed by this article was paid by the transferor corporation at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the manufacturing, fabricating, or physical changing of the assets by the transferor corporation. To such an extent any transfer referred to in this paragraph (k) shall constitute a sale. For the purposes of this paragraph (k), a closely held subsidiary corporation is one in which the parent corporation owns stock possessing at least eighty percent of the total combined voting

power of all classes of stock entitled to vote and owns at least eighty percent of the total number of shares of all other classes of stock.

Section 20. Section 4-2-7, subsection (A), paragraph (3), W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUBPARAGRAPH (c):

**4-2-7: EXEMPTIONS FROM USE TAX:**

(A) The tax levied by Section 4-2-3(B) shall not apply to the following:

- (1) Tangible personal property which is exempt from the sales tax pursuant to Section 4-2-6.
- (2) The storage of construction materials purchased on or after January 1, 1986.
- (3) Tangible personal property purchased by a taxpayer during a time when the taxpayer was located outside the City and which:
  - (a) Was purchased on or after January 1, 1986, and was used by the taxpayer for a period of at least 3 years prior to the taxpayer's relocation to the City; or
  - (b) Was first used inside the City on or after January 1, 1994 and was used by the taxpayer for a period of at least 6 months prior to the taxpayer's relocation to the City.
  - (c) For purposes of this Subsection, the term "relocation" means the establishment of a fixed, permanent building, store, office, salesroom, or other place of business within the City by a person who was not previously engaged in business in the City, or who was engaged in business in the City on a transient basis. "Relocation" shall not include the use of construction equipment or other property in the City by a person located outside the City, or the transfer of property from a location outside the City to an existing location within the City.
- (4) Automotive vehicles if the owner is or was, at the time of purchase, a nonresident of the City who purchased the vehicle for use outside the City, and if the vehicle was previously registered, titled, and licensed outside the City.

Section 21. Section 4-2-8, W.M.C., is hereby AMENDED to read as follows:

**4-2-8: SECURED SALES TRANSACTIONS:** Whenever taxable tangible personal property is sold under a lease-purchase agreement, capital lease, or other conditional sales contract whereby the seller retains title as security for all or part of the price, or whenever the seller takes a chattel mortgage on such tangible personal property to secure all or part of the price, the full price of such property shall be reported for the period in which the sale was made. No refund or credit shall be allowed to either party to the transaction in case of repossession.

Section 22. Section 4-2-9, subsection (A), paragraph (1), W.M.C., is hereby AMENDED to read as follows:

- (1) Estimated prepayment. The estimated cost of construction materials shall be calculated by multiplying the total valuation of the construction ~~project~~project entered on the building permit by the City Building Division, by fifty percent (50%). Use tax on such estimated cost of construction materials shall be paid at the time the building permit is issued. Upon the later of the date of final inspection by the building official or the date of issuance of a certificate of occupancy, the taxpayer shall compute the use tax due on the actual cost of construction materials and make a return of any tax due in excess of the estimated prepayment pursuant to Section 4-1-7. Use tax on the actual cost of materials may be subsequently determined through audit. If use tax is prepaid, interest on any tax deficiency related to construction materials shall be computed from the later of the date of final inspection by the building official or the date of issuance of the certificate of occupancy.

Section 23. Section 4-2-18, W.M.C., APPEAL, is hereby DELETED IN ITS ENTIRETY AND THE INDEX AMENDED ACCORDINGLY.

Section 24. Section 4-3-2, W.M.C. is hereby AMENDED to read as follows:

**4-3-2: DEFINITIONS:** Unless the context clearly indicates otherwise, the following words and phrases as used in this Chapter shall have the following meaning:

(A) **"Admissions Charge"** means:

- (1) Any charge for the right or privilege of admission to:
  - (a) a performance of a motion picture open to the public; or
  - (b) an establishment open to the public which is licensed to sell, dispense or serve fermented malt beverages (3.2% beer) or alcoholic beverages (liquor) pursuant to State Law, or;
  - (c) any public display of live animals and/or plants, including insects or fish.
- (2) Any charge for the right or privilege to the use of bowling alleys and pin setters for bowling balls in a bowling alley open to the public, including charges for bowling by the line.
- (3) Admissions charge includes the value of free passes and complimentary admissions tickets provided by the operator.

~~(B)~~ **"Charitable Organization"** for purposes of this Chapter, shall include any definition of "Charitable Organization" included in other Chapters of this Title.

~~(BC)~~ **"Gross Sales"** means the total amount received in money, credit, property or other consideration valued in money for all admissions charges.

~~(CD)~~ **"Open to the Public"** means any place or event or activity the admission or access to which is open to members of the public upon payment of a charge or fee.

~~(DE)~~ **"Operator"** means any person, whether owner, operator, lessee or any other person, who charges or causes to be charged:

- (1) Admission to a performance of a motion picture theater open to the public.
- (2) Admission to an establishment licensed to sell, dispense, or serve fermented malt beverages (3.2% Beer) or alcoholic beverages (liquor) pursuant to State Law; or
- (3) Admission to a bowling alley or fees for the utilization, lease or rental of bowling alleys and pin setters for bowling balls in a bowling alley open to the public, including charges for bowling by the line.
- (4) Admission to any public display of live animals and/or plants including insects or fish.

~~(EF)~~ **"Price"** means the aggregate value in money or any thing or things paid or delivered or promised to be paid or delivered for admissions charges.

~~(FG)~~ **"Public"** means any individual, firm, copartnership, joint venture, corporation, society, club, league, association, joint stock company, estate or trust, receiver, trustee, assignee, lessee, or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit, and the plural as well as the singular number.

~~(GH)~~ **"Purchase" or "Sale"** means the acquisition or disposition for a price of:

- (1) The right of privilege of admission to:
  - (a) a performance of a motion picture open to the public; or

- (b) an establishment open to the public which is licensed to sell, dispense, or serve fermented malt beverages (3.2% beer) or alcoholic beverages (liquor) pursuant to State law; or
  - (c) any public display of live animals and/or plants, including insects or fish.
- (2) The right to the use of bowling alleys and pin setters for bowling balls in a bowling alley open to the public, including bowling by the line.

~~(H)~~ **"Return"** for purposes of the Chapter shall include any definition of "return" included in other Chapters of this Title.

~~(I)~~ **"Tax"** means the admissions tax imposed by this Chapter.

~~(J)~~ **"Vendor"** means any operator as defined in Subsection (D) of this Section.

Section 25. Section 4-3-3, W.M.C., is hereby AMENDED to read as follows:

**4-3-3: EXCISE TAX BASED ON ADMISSIONS:** There is hereby imposed an excise tax of three percent (3%) of the price paid by any person or charged by any vendor, for admissions charges as defined herein, operating within the limits of the City of Westminster. Said excise tax is imposed upon the purchaser. Every vendor shall collect the tax and remit it to the City. Said excise tax is in addition to all other taxes imposed by law.

Section 26. Section 4-3-4, W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUBSECTION (D):

**4-3-4: EXEMPT TRANSACTIONS:** The following persons, including vendors, are exempt from the payment or collection of the tax levied by this Chapter:

(D) Any other person who pays an admissions charge which the City is prohibited from taxing under the Constitution or laws of the United States, or of the State of Colorado.

Section 27. Section 4-4-1, W.M.C., is hereby AMENDED to read as follows:

**4-4-1: WORDS AND PHRASES DEFINED:** Unless the context clearly indicates otherwise, the following words and phrases as used in this Chapter shall have the following meaning:

(A) "Charitable Organization" for purposes of this Chapter, shall include any definition of "Charitable Organization" included in other Chapters of this Title.

~~(A)~~ **"Gross Sales"** means the total amount received in money, credit, property or other consideration valued in money for all rooms or accommodations.

~~(B)~~ **"Price"** means the aggregate value in money or any thing or things paid or delivered or promised to be paid or delivered for rooms or accommodations.

~~(C)~~ **"Purchase" or "Sale"** means the acquisition or disposition for a price of the right to use rooms or accommodations.

~~(D)~~ **"Return"** for purposes of this Chapter shall include any definition of "return" in other ~~e~~Chapters of this Title.

~~(E)~~ **"Room or Accommodation"** means a regular sleeping room or unit, a meeting room, display room, banquet room or other special room for which a charge is made.

(FG) "Tax" means the accommodation tax imposed by this Chapter.

(GH) "Vendor" means a motel, hotel, apartment hotel, lodging house, guest house, guest ranch, or any other place which provides sleeping rooms or facilities, offering rooms and accommodations for a consideration.

Section 28. Section 4-4-2, Subsection (B), W.M.C., is hereby AMENDED to read as follows:

**4-4-2: TAX ON ACCOMMODATIONS; COLLECTION:**

(B) The tax specified in this Section is imposed upon the ~~vendor~~purchaser. ~~The Every~~ vendor shall collect the tax and remit it to the ~~Finance Director~~City.

Section 29. Section 4-4-3, W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUBSECTION (D):

**4-4-3: EXEMPT TRANSACTIONS:** The following transactions shall be exempt from the accommodations tax imposed under Section 4-4-2:

(D) All sales which the City is prohibited from taxing under the Constitution or laws of the United States, or the State of Colorado.

Section 30. This ordinance shall take effect January 1, 2011.

Section 31. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of September, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Public Hearing and Resolution No. 33 re Housing and Urban Development Section 108 Loan Application

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

**Recommended City Council Action**

1. Hold a public hearing.
2. Adopt Resolution No. 33 authorizing Staff to apply for a Section 108 loan from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$3,025,000, which would be used to create a loan fund to help finance qualified South Westminster redevelopment and revitalization projects.

**Summary Statement**

- As an “entitlement” city, the City of Westminster receives a direct allocation of Community Development Block Grant (CDBG) funds from HUD annually that are required to be expended for projects that serve and benefit low to moderate income persons.
- The City received \$604,991 in CDBG funding in 2010, an amount that is insufficient to support larger development and improvement projects within a relatively quick timeframe.
- HUD administers the Section 108 Loan Program. An entitlement City can apply for and receive up to five (5) times its annual CDBG allocation to fund eligible improvements and projects, which could provide the City about \$3,025,000 to loan to eligible redevelopment and revitalization projects.
- The Section 108 Loan comes with a low interest rate and a twenty year repayment term. Repayment only becomes due as the City loans out the proceeds to specific projects, with repayment generally made by the borrower or by using a portion of the annual CDBG allocation.
- As a condition of the receiving the Section 108 Loan, the City would be required to designate its annual CDBG allocation as guaranteed collateral in the case of default. Use of the CDBG as guarantee does not impact the City’s ability to use its CDBG allocation upon receipt annually. Only in the event of a default would HUD reduce the City’s forthcoming CDBG annual allocation to cover the annual debt payment.
- Any loan to a project would be subject to meeting underwriting requirements established by the City and the loan recipient’s ability to repay the loan.
- HUD is encouraging “entitlement” cities to participate in the Section 108 Loan program to accelerate development projects and minimize impacts associated with recent CDBG budgetary constraints.
- The Section 108 Loan Program could assist the City in financing redevelopment projects in the South Westminster area such as the planned Harris Park Mixed Use Condominium/Commercial project at the southwest corner of 73<sup>rd</sup> Avenue and Lowell Boulevard, the Adams County Housing Authority commercial project at the northwest corner of 71<sup>st</sup> Avenue and Federal Boulevard, and the Westminster Grange/Rodeo Market Community Center project at 73<sup>rd</sup> Avenue and Osceola Street.

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

**Policy Issue**

Should the City use its annual CDBG allocation as a means of guaranteeing repayment of a Section 108 Loan to assist in funding revitalization and redevelopment projects in South Westminster?

**Alternative**

The City Council could choose not to pursue participation in the Section 108 Loan Program and continue to pursue redevelopment and revitalization efforts in South Westminster using traditional funding mechanisms such as multi-year commitment of CDBG funds, rebate of tax increment to developers as available, and/or cash contributions from the City's general fund. Staff does not recommend this alternative as this loan program creates the potential of bringing additional resources to South Westminster redevelopment efforts.

**Background Information**

Over many years, the City of Westminster has used creative financial means to support revitalization and redevelopment endeavors in the South Westminster area. The primary means of supporting these endeavors has been the use of a combination of CDBG, sales tax rebates, and general funds from the City, tax increment proceeds from the Westminster Economic Development Authority (WEDA), and cash proceeds from the Westminster Housing Authority (WHA.) In partnership, these resources have led to many successful improvements and developments including the following:

- Streetscape improvements to 72<sup>nd</sup> Avenue, 73<sup>rd</sup> Avenue, Lowell Boulevard, Federal Boulevard, and Meade Street.;
- Redevelopment of the Westminster Plaza Shopping Center;
- Improvements/redevelopment of the Northgate Shopping Center;
- Redevelopment of the LaConte Shopping Center;
- Construction of the Irving Street Library and Park; and,
- Construction of the Harris Park Townhouses and commercial building.

Recent fiscal conditions of each of these traditional resources, however, are making it exceedingly hard to provide the financial assistance needed to continue to support revitalization, and particularly redevelopment endeavors in South Westminster. WHA cash reserves have dwindled, tax increment in the South Westminster Urban Renewal District is needed to repay existing bonds, and general fund allocations are severely restricted given recent budget constraints. WEDA's long term ability to sell bonds to finance improvements and facilitate development activity is also impeded by the remaining duration within which to collect tax increment revenues. WEDA only has 3 remaining years of collections in Phase I of the South Westminster Urban Renewal Area (the Westminster Plaza area) and about 7 years in Phase II. In another significant development, CDBG funds, which have been a significant source of funding for South Westminster activities, were significantly reduced over several years and remain relatively stagnant. Given recent Federal budget issues, there is the possibility that future CDBG allocations could be further reduced. All of these financial constraints are making it more difficult to provide needed financial assistance to promote new development activity in the South Westminster area.

While there are funding challenges to revitalizing and redeveloping South Westminster, The Section 108 Loan Program could provide a means for the City to secure up to \$3,025,000 to fund qualified projects. The Section 108 Loan Program is accessible to "entitlement" cities receiving an annual allocation of CDBG funds. The general parameters of the program include:

- An eligible city can apply for a loan(s) up to five times its annual CDBG allocation;
- HUD must give final approval prior to the funds being made available to the project;
- The interest rate is set low at a few basis points above LIBOR, the internationally accepted interbank lending rate;
- The loan has a 20 year repayment term and can be repaid sooner without penalty;

- Projects being funded from the loan proceeds must show the financial ability to repay the loan;
- HUD may authorize loan repayment using a portion of the annual CDBG allocation;
- The City is required to pledge its CDBG allocations as collateral should a default occur on the loan payment. Pledging the CDBG allocation as collateral does not affect the City's ability to expend its annual CDBG allocation. The City would continue to program and spend its annual CDBG allocation as long as the repayment on the loan remain current and in good standing. In the event a default does occur, HUD would subtract the annual loan payment from the City's CDBG allocation in the next fiscal year.

Based on a model currently in use by the city of Portland, Oregon, Staff is proposing to apply for a line of credit to create a loan fund rather than a project specific loan. Accordingly, Staff is proposing that the City apply for its full eligible amount of about \$3,025,000. Establishing the line of credit will allow the City to more quickly access the loan funds as eligible and financially viable projects needing financial assistance are identified. Loan approval would be accelerated to a 1-2 month time frame rather than having to wait for the annual HUD funding cycle and several month review period, which can run from 12-18 months.

In conjunction with creating a loan fund, City would be required to develop and adhere to a set of underwriting requirements that would be pre-approved by HUD as part of the application process. As projects are identified for use of the loan fund, the City would then evaluate and structure a loan deal with the prospective developer. Given the City's limited administrative capacity and experience in Section 108 loans, Staff would propose to contract with a qualified outside party to assist in structuring development proposals for selected projects to be submitted to HUD for final approval. This cost could be absorbed into the development proposal thereby eliminating a direct administrative cost to the City.

Staff believes the Section 108 Loan Program provides another potential tool to assist the City in its revitalization efforts in South Westminister. Three South Westminister redevelopment projects currently in the conceptual planning phase could benefit from a Section 108 Loan Program:

- Phase III of the Harris Park Redevelopment, a commercial/residential mixed use project at the southwest corner of 73<sup>rd</sup> Avenue and Lowell Boulevard;
- The proposed Adams County Housing Authority offices at the northwest corner of 71<sup>st</sup> Avenue and Federal Boulevard (Arrow Motel property); and,
- The Westminister Grange/Rodeo Market Community Center at 73<sup>rd</sup> Avenue and Osceola Street.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **33**

INTRODUCED BY COUNCILLORS

SERIES OF 2010

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**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION AND  
AGREEING TO THE CERTIFICATIONS FOR SAID APPLICATION FOR THE U.S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 108 LOAN  
PROGRAM**

WHEREAS, the City of Westminster (“the City”) is qualified as a Community Development Block Grant (CDBG) Entitlement Jurisdiction. The City’s status as a CDBG Entitlement Grantee also allows it to borrow funds under the US Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program; and

WHEREAS, the City may borrow up to five times its most current annual CDBG allocation from the HUD Section 108 Loan Guarantee Program. The anticipated amount of said allocation is expected to be approximately \$3,025,000; and

WHEREAS, the City Council held a public hearing on September 13, 2010, for the purpose of obtaining citizen input on the community development and housing needs of the City. In keeping with these identified needs, the City has identified opportunities for redevelopment activities consistent with the CDBG Entitlement and Section 108 Loan Guarantee Programs; and

WHEREAS, the City Council deems it necessary and desirable to participate in the use of the HUD Section 108 Loan Guarantee Program for the redevelopment of the South Westminster Neighborhood Target Area (“Target Area”) for the purpose of supporting affordable housing, economic development, and public facilities projects within the Target Area, because it is in the best interest for the health, safety and welfare of its citizens and conventional sources of financing are not available.

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

1. An application shall be submitted to HUD in the name of the City of Westminster for \$3,025,000 in Section 108 Loan Guarantee Funds to be used for the establishment of a Community Development Loan Pool for financial assistance to development projects within the Target Area in accordance with all regulations pertaining thereto; and
2. The City Manager is hereby authorized to sign and submit the application, along with all applicable certifications and required documentation, to HUD on the City’s behalf and to act on behalf of the City as applicant in all matters pertaining thereto.

PASSED AND ADOPTED this 27<sup>th</sup> day of September, 2010

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney’s Office



## Agenda Item 10 C

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Resolution No. 34 re Building Permit Fee Schedule Minor Revisions

**Prepared By:** Dave Horras, Chief Building Official

#### **Recommended City Council Action**

Adopt Resolution No. 34 eliminating unused and non-applicable fees from the building permit fee schedule.

#### **Summary Statement**

- During a recent revision of the building permit fee schedule, two published fees were identified that are no longer applicable. Specific fees are listed in the current fee schedule for bus benches and election signs, both of which are no longer permitted or allowed by current city code.
- This proposed revision to the fee schedule will eliminate these unused fees from the published fee schedule, eliminating any potential confusion and making the fee schedule consistent with the existing city ordinances.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should the building permit fee schedule be modified to accurately represent what is allowed by the adopted city code?

**Alternative**

Don't approve the attached resolution leaving the building permit fee schedule as it currently reads, with established fees for bus benches and election signs. This is not recommended because neither of these items are allowed by city code.

**Background Information**

These proposed changes are just clean-up items eliminating provisions that are no longer applicable due to prior changes in city ordinances.

The current building permit fee schedule has established fees for election signs and bus benches. Although the fee schedule lists them as "bus benches," the fee was applied to bus bench signs that previously had been allowed to be located in the public right-of-way. The city code or adopted building code does not have any permitting requirements for the bus benches themselves.

The City of Westminster sign code was amended in 2007 to eliminate any provisions for election signs. The 2007 amendments also prohibited any signs, with the exception of public signs and traffic control signs, to be located in the public right-of-way. The city code no longer has any provisions for election signs or bus bench signs.

Without provisions for approving any election signs or bus bench signage there is no need for them to be listed in the building permit fee schedule.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. 34

INTRODUCED BY COUNCILLORS

SERIES OF 2010

**AMENDING RESOLUTION NO. 27, SERIES OF 2010,  
ESTABLISHING BUILDING PERMIT FEES**

WHEREAS, the City of Westminster has adopted the 2006 editions of the International Codes as the building and fire codes for the City; and

WHEREAS, the 2006 International Codes provide for fees to be paid to the City of Westminster for each building permit issued; and

WHEREAS, the City Council wishes to provide fair and uniform fees for building permits and services; and

WHEREAS, City Council adopted Resolution No. 27, Series of 2010, establishing building permit fees on August 9, 2010; and

WHEREAS, the City wishes to amend portions of that Building Permit Fee Schedule to remove permit fees for bus benches and election signs, neither of which are permitted under the Westminster Municipal Code.

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

1. The City Council hereby adopts the schedule of fees associated with the International Building Codes as adopted by the City, as shown below; and
2. The fees shall become effective on September 1, 2010, and shall become due and payable by all persons applying for or holding a Building Permit issued by the City of Westminster.

**Fee Schedule.** The following table is hereby adopted as the "Building Permit Fee Schedule" for the City of Westminster:

**BUILDING PERMIT FEE SCHEDULE**

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1 to \$500	\$19.50
\$501 to \$2,000	\$19.50 for the first \$500 plus \$2.65 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$59.25 for the first \$2,000 plus \$11.90 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$332.95 for the first \$25,000 plus \$8.55 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$546.70 for the first \$50,000 plus \$5.95 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$844.20 for the first \$100,000 plus \$4.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,684.20 for the first \$500,000 plus \$3.95 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$4,659.20 for the first \$1,000,000 plus \$2.65 for each additional \$1,000 or fraction thereof

**Other Permit Fees**

Miscellaneous Permit Fees:

Solar Systems	\$300.00
Mobile Home Set-up w/elec	\$125.00
Construction trailer w/elec	\$125.00
Banners	\$25.00
<del>Bus Bench</del>	<del>\$25.00</del>
<del>Election Sign</del>	<del>\$25.00</del>
Permanent Sign	Per Fee Schedule

Miscellaneous SFD Residential Permit Fees:

Detached Storage Shed	\$80.00
Re-Roofing	\$100.00
Water Heater Replacement	\$40.00
Air Conditioner*	\$80.00
Furnace Replacement*	\$60.00
Evaporative Cooler*	\$60.00
Lawn Irrigation Sprinkler	\$60.00
Aboveground Pool	\$50.00
Spas/Hot Tub*	\$80.00
Gas Log	\$60.00**
Fence	\$50.00

*\*May also require an electrical permit fee.  
\*\*See Section 11-9-3(E)2 for exceptions.*

**Fire Department Fees**

- 1. Operational permits, per event \$50.00
- 2. Construction permits Based on valuation and assessed in accordance with the building permit fee schedule.

**Other Inspections and Fees:**

- 1. Inspections outside of normal business hours (minimum charge of two hours) \$50.00 per hr.
- 2. Reinspection fees \$50.00
- 3. Inspections for which no fee is specifically indicated \$50.00 per hr.
- 4. Additional plan review required by changes, additions, or other revisions to plans including individual residential lot grading re-reviews or re-inspections \$50.00 per hr.
- 5. For use of outside consultants for plan review and inspection, or both actual costs\*\*\*
- 6. Copies of previously issued Certificate of Occupancy \$5.00 each
- 7. Letter of code compliance \$25.00
- 8. Removal of stop work order \$250.00
- 9. Temporary Certificate of Occupancy 5% of building permit fee but not less than \$100.00
- 10. Plan Review Fee 65% of building permit fee
- 11. Estimated Use Tax 3.85% of 50% of total valuation
- 12. Plan Review and Inspection Fee for Individual Residential Lot Grading \$400 per lot

*\*\*\*Actual costs are those above and beyond the plan review fee as established by Section 11-9-3(E)4.*

PASSED AND ADOPTED this 27th day of September, 2010.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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



## Agenda Item 10 D

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
September 27, 2010



**SUBJECT:** Councillor's Bill No. 49 re Water and Wastewater Rate Adjustments

**Prepared By:** Phil Jones, Senior Management Analyst  
Christine Anderson Gray, Management Analyst

### Recommended City Council Action

Pass Councillor's Bill No. 49 on first reading implementing water and sewer rate adjustments and meter service charges for 2011 and 2012.

### Summary Statement

- In 2006, City Council adopted financial policies to provide a sustainable framework for the City's water and wastewater utilities.
- Water rates are recommended to be increased 4.00% in 2011 and 4.00% in 2012. Sewer rates are recommended to increase 4.00% in 2011 and 4.00% in 2012.
- The water and wastewater increases will also apply to meter service charges.
- The combined 2011 monthly average increase to a single-family home is \$2.09. The combined 2012 monthly average increase from 2011 to a single-family home is \$2.17.
- Monthly sewer charges are based on the average volume of water consumed during the months of December, January and February. This time period is used because it reflects a more accurate use of indoor water use and therefore sewer flows.
- Staff is also recommending changes to meter testing fees by \$5 or \$10 per test, depending on size, with the addition of a new service call fee of \$25 per service call where a problem is found on the private side of the meter. For all issues or leaks on City's portion of the system, the service call fee is waived.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issues**

1. Should the City adopt revised water and sewer rates for 2011 and 2012?
2. Should the City implement a revised structure for meter testing fees and adopt a new service call fee?

**Alternatives**

1. Do not approve the 2011 and 2012 water and sewer rate increases.

By not approving the water and sewer rate increases, the City will under-fund the utility infrastructure that stores, treats, and conveys water and wastewater. Under-funded and deteriorating infrastructure can lead to excessive maintenance costs, system unreliability, and reduce the City's flexibility in reacting and providing for new and changed land uses.

2. Provide partial increased water and sewer rates for 2011 and 2012.

The City continues to face the critical need of repairing and replacing its water/wastewater infrastructure. The City's estimated replacement cost for its utility infrastructure is between \$900,000,000 and \$1,100,000,000. The current estimated replacement liability is over \$230,000,000. The City's current policy will, over 25 years, include all replacement costs within rates, which will insure the sustainability of the water and wastewater infrastructure. By approving only a partial rate increase, the maintenance of the water and wastewater infrastructure will remain under-funded.

3. Do not implement the revised charge for meter testing fees and new service call fee.

By not adopting the updated charges for meter testing and service calls, Public Works and Utilities will not fully recover the costs associated with meter operations. The proposed updates to the Code allow for the Utility to more fully recover its costs associated with the repair, testing and service calls performed above and beyond the basic maintenance covered by the base meter service charge on each account.

In order to provide system sustainability and rate equity, Staff does not recommend Alternative 1, 2 or 3.

**Background Information**

Rates

Staff recommended the 2011 and 2012 water and wastewater rates in a Staff Report presented to City Council on August 16, 2010. These rates were determined using financial policies established by Council in 2006. These policies were enacted to provide a sustainable framework for the Utility's long term finances. The 2011 and 2012 water and sewer rates would increase 4.00% each year. The continued goal is to ensure that rates are set to fully recover costs of providing service to our customers.

In 2011, if recommended increases are adopted, average monthly water rates for a single-family residence will increase \$1.33 and sewer rates will increase \$0.76 for a total increase of \$2.09. This is a combined increase of 4.0%. In 2012, the combined increase would result in an increase of \$2.17 to the average single family monthly bill.

Smaller rate increases than those recommended increase the risk of not meeting the City's needs, resulting in less service reliability, increased maintenance costs, an ever increasing liability in infrastructure capital costs that would threaten sustainability, as well as create a deteriorated financial position for future debt financing. All of these could lead to excessive and inequitable costs for future users of the system.

City Council has adopted a policy of increasing rates annually. The 2011 rate increases would be effective January 1, 2011, and the 2012 rate increases would be effective January 1, 2012 and remain in effect through 2012.

Revised Meter Testing Charges and Service Call Fee

As part of the Core Services activity, Staff in the Meter Shop reviewed existing Code language regarding fees for service, repairs, and trip charges and found that the costs associated with providing these services were not being recovered.

As service requests by residents and business owners have increased over the past few years, Staff has noticed that many times, the residents or business owners are calling the Utilities Staff rather than a plumber for service on the private side of the meter. Staff has determined that increasing the trip charge associated with a service call will both help recover the Utility’s cost of service and encourage residents or business owners to call a plumber for private repairs. The service charge will be \$25 for all service calls where a problem is found anywhere on the private side of the system and/or behind the water meter.

Staff is also proposing increasing the charge for meter testing. This is testing that is done by request of a property owner. Fees will increase by \$5 on meters up to 1 inch in size and increase by \$10 on meters over 1 inch. The following chart shows the proposed changes:

<b>Meter Size</b>	<b>Existing Test Charge</b>	<b>Proposed Test Charge</b>
5/8”	\$25	\$30
3/4”	\$35	\$40
1”	\$70	\$75
1 ½ “	\$120	\$130
1 ½”	\$160	\$170
2” (170 model)	\$170	\$180
2” (200 Turbo model)	\$200	\$210
3”	\$450	\$460
>3”	\$450	\$460

The combination of these efforts will help recover an estimated \$15,000 in costs per year. It is also important to note that this is cost recovery associated with services performed above and beyond the standard meter service associated with the basic utility customer accounts.

The proposed 2011 and 2012 water and sewer rates:

1. Single-Family Residential Water Rates: Adjust the residential block rates as follows:
  - a. The first residential tier of \$2.21 per 1,000 gallons for the first 4,000 gallons per month would increase to \$2.29 per 1,000 gallons in 2011 and \$2.38 per 1,000 gallons in 2012.
  - b. The second residential tier of \$3.64 per 1,000 gallons for usage between 5,000 and 20,000 gallons per month would increase to \$3.78 per 1,000 gallons in 2011 and \$3.93 per 1,000 gallons in 2012.
  - c. The third residential tier of \$5.39 per 1,000 gallons for usage above 20,000 gallons per month would increase to \$5.60 per 1,000 gallons in 2011 and \$5.82 per 1,000 gallons in 2012.
2. Single-Family Meter Service Charge: Increase the residential Meter Service Charge from \$6.18 per month to \$6.42 per month in 2011 and \$6.67 per month in 2012.
3. Meter Service Charge for Non-Single-Family Residential: Increase the Meter Service Charge for all non-Single-Family Residential meters pro-rata based upon meter size by 4.00% in 2011 and 4.00% in 2012.

4. Commercial Water Rates: Adjust the commercial block rates as follows:
  - a. Increase the first commercial tier of \$4.52 per 1,000 gallons, for consumption at or below the commercial breakpoint, to \$4.70 per 1,000 gallons in 2011 and \$4.88 per 1,000 gallons in 2012.
  - b. Increase the second commercial tier of \$5.50 per 1,000 gallons, for consumption above the commercial breakpoint, to \$5.72 per 1,000 gallons in 2011 and \$5.94 in 2012. The breakpoint for commercial blocks is based upon meter size.
5. Residential Irrigation, Townhome, Condo, Public/Quasi-Public User and Residential Irrigation: Increase the current water rate for these customers of \$4.52 per 1,000 gallons to \$4.70 per 1,000 gallons in 2011 and \$4.88 per 1,000 gallons in 2012. In addition, townhome communities that apply for, and can prove at least 80% owner-occupancy, are entitled to receive a blended rate (currently \$3.73 per 1,000 gallons). The new blended rate would increase to \$3.87 in 2011 and \$4.02 in 2012.
6. Shaw Heights: Shaw Heights water users, per perpetual comprehensive agreement, are charged the corresponding in-City rates plus 10%.
7. Federal Heights: Based on an amended contract signed with Federal Heights in December 2007, the rates charged to Federal Heights will increase corresponding to the in-City rates.
8. Sewer Rates: Adjust residential and public sewer rates from \$4.03 to \$4.19 in 2011 and \$4.35 in 2012 per 1,000 gallons of average winter (January-March) water usage. Adjust commercial rates from \$4.50 to \$4.68 in 2011 and \$4.86 in 2012 per 1,000 gallons of average winter (January-March) water usage. In addition, the base sewer rate for accounts lacking any winter water consumption history would increase from \$20.18 to \$20.98 in 2011 and \$21.81 in 2012.

Communication on the rate increase will emphasize the importance of quality and reliability in the water/wastewater system, and the role that rates play in achieving those goals. An ongoing focus will be placed on the value of the infrastructure (a \$1 billion asset) and the need for a long-term plan to preserve and enhance its value to residents. *The Water Matters* newsletter will be inserted in the November water bill, and the information will appear in the City Edition and on the website. Public Information Staff will provide complete information, simplified from technical language, to answer citizen questions about utility rates that might be raised with City Council or Staff.

Both of these proposals adhere to the City's Strategic Plan. Rate adjustments ensure a Financially Sustainable City Government, which provides exceptional services. These adjustments also contribute to a Beautiful and Environmentally Sensitive City. Finally, these adjustments allow for Vibrant Neighborhoods and Commercial Areas.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 49

SERIES OF 2010

INTRODUCED BY COUNCILLORS

**A BILL  
FOR AN ORDINANCE AMENDING SECTIONS 8-7-7, 8-7-8, AND 8-8-5 OF THE  
WESTMINSTER MUNICIPAL CODE CONCERNING THE CITY'S WATER RATE  
SCHEDULE AND SANITARY SEWER SERVICE AND INCREASING USER CHARGES**

WHEREAS, the City of Westminster operates a water and wastewater enterprise utility; and  
WHEREAS, the City Charter requires that the utility be self-supporting; and  
WHEREAS, the last water rate increase and the last rate increase for sewer user charges took effect January, 2010; and  
WHEREAS, costs to operate the Water and Wastewater Utility have increased; and  
WHEREAS, since the Utility is operated as an enterprise exempt from the TABOR amendment, the City Council may set rates to adequately fund the operation of the enterprise; and  
WHEREAS, the City wishes to minimize the need for large increases in the future; and  
WHEREAS, water rates have been designed so as to encourage water conservation.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

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

**8-7-7: WATER RATE SCHEDULE:** (1320 1364 1467 1659 1743 1819 1954 1960 2025 2080 2169 2179 2367 2460 2635 2968 3145 3298 3306 3438)

(B) RESIDENTIAL: Three (3) dwelling units or less served by one meter primarily used for residential occupancy shall, in 20~~11~~<sup>10</sup>, be charged a six dollar and ~~forty-two~~<sup>zero</sup> cents (~~\$6.42~~<sup>\$6.00</sup>) per month meter service charge, and shall, in 20~~12~~<sup>11</sup>, be charged a six dollar and ~~sixty-seven~~<sup>eighteen</sup> cents (~~\$6.67~~<sup>\$6.18</sup>) per month meter service charge plus:

<del>2011</del> <sup>2009</sup> Block Rate	<del>2012</del> <sup>2010</sup> Block Rate	Monthly Consumption Range
<del>\$2.29</del> <sup>\$2.15</sup> per 1,000 gallons	<del>\$2.38</del> <sup>\$2.21</sup> per 1,000 gallons	First 4,000 gallons
<del>\$3.78</del> <sup>\$3.54</sup> per 1,000 gallons	<del>\$3.93</del> <sup>\$3.64</sup> per 1,000 gallons	5,000 to 20,000 gallons
<del>\$5.60</del> <sup>\$5.24</sup> per 1,000 gallons	<del>\$5.82</del> <sup>\$5.39</sup> per 1,000 gallons	Over 20,000 gallons

per unit. Unit consumption shall be determined by dividing the number of units using one meter.

(C) RESIDENTIAL IRRIGATION, TOWNHOME/CONDOMINIUM (CONSISTING OF FOUR UNITS OR MORE), PUBLIC/QUASI-PUBLIC USERS: Shall, in 20~~11~~<sup>10</sup>, be charged a monthly meter service charge based on the meter size as listed in Schedule A plus: four dollars and ~~seventy-three~~<sup>nine</sup> cents (~~\$4.70~~<sup>\$4.39</sup>) per thousand (1,000) gallons, and shall, in 20~~12~~<sup>11</sup>, be charged a monthly meter service charge based on the meter size as listed in schedule A plus: four dollars and ~~eighty-eight~~<sup>fifty-two</sup> cents (~~\$4.88~~<sup>\$4.52</sup>) per thousand (1,000) gallons.

Non-irrigation accounts for multiple residential units consisting of four (4) units or more that are not individually metered and that are classified as town homes or condominiums and can demonstrate that they are eighty percent (80%) owner occupied on a complex wide basis shall, in 20~~11~~<sup>10</sup>, be charged a monthly meter service charge based on the meter size as listed in Schedule A plus: three dollars and ~~eighty-seven~~<sup>sixty-three</sup> cents (~~\$3.87~~<sup>\$3.63</sup>) per thousand (1,000) gallons, and shall, in 20~~12~~<sup>11</sup>, be charged a monthly meter service charge based on the meter size as listed in Schedule A plus: ~~four~~<sup>three</sup> dollars and ~~twoseventy-three~~ cents (~~\$4.02~~<sup>\$3.73</sup>) per thousand (1,000) gallons, for all water delivered through the

meter. The Director of Finance is authorized to prescribe and accept such forms of documentation as the Director may deem sufficient to demonstrate an applicant's eligibility for the rate described in this paragraph. For purposes of this Section, a town home or condominium is a residential unit physically attached to another residential unit and separately owned.

(D) COMMERCIAL: Commercial users shall, in 2011~~09~~, be charged a monthly meter service charge based on meter size as listed in Schedule A plus: four dollars and ~~thirty-nine~~~~seventy~~ cents (~~\$4.70~~~~\$4.39~~) per thousand (1,000) gallons for the number of gallons used per monthly billing up to the breakpoint for the meter size listed in Schedule A, and shall, in 2012~~09~~, be charged a monthly meter service charge based on meter size as listed in Schedule A plus: four dollars and ~~eighty-eight~~~~fifty-two~~ cents (~~\$4.88~~~~\$4.52~~) per thousand (1,000) gallons for the number of gallons used per monthly billing up to the breakpoint for the meter size listed in Schedule A. In 2011~~09~~, commercial users shall be charged five dollars and ~~seventy-two~~~~thirty-four~~ cents (~~\$5.72~~~~\$5.34~~) per thousand (1,000) gallons for all consumption exceeding the breakpoint on a monthly basis for the applicable meter size as listed in Schedule A, and in 2012~~09~~, five dollars and ~~ninety-four~~~~fifty~~ cents (~~\$5.94~~~~\$5.50~~) per thousand (1,000) gallons for all consumption exceeding the breakpoint on a monthly basis for the applicable meter size as listed in Schedule A.

Schedule A					
Meter Size Code	Meter Size	Number of Service Commitments	<del>2011</del> <del>2009</del> Monthly Meter Service Charge	<del>2012</del> <del>2010</del> Monthly Meter Service Charge	Breakpoint for Second Tier Based on Meter Size (Gallons)
1	5/8" X 3/4"	1	<del>\$6.42</del> <del>\$6.00</del>	<del>\$6.67</del> <del>\$6.18</del>	20,000
2	3/4" x 3/4"	1.5	<del>\$10.18</del> <del>\$9.51</del>	<del>\$10.58</del> <del>\$9.79</del>	30,000
3	1"	2.5	<del>\$14.01</del> <del>\$13.09</del>	<del>\$14.57</del> <del>\$13.48</del>	50,000
5	1-1/2"	5	<del>\$22.11</del> <del>\$20.65</del>	<del>\$22.99</del> <del>\$21.26</del>	100,000
6	2"	8	<del>\$30.66</del> <del>\$28.64</del>	<del>\$31.88</del> <del>\$29.49</del>	160,000
7	2" x 5/8"	8	<del>\$30.66</del> <del>\$28.64</del>	<del>\$31.88</del> <del>\$29.49</del>	160,000
8	3"	17.5	<del>\$62.70</del> <del>\$58.54</del>	<del>\$65.20</del> <del>\$60.29</del>	350,000
9	3" x 3/4"	17.5	<del>\$62.70</del> <del>\$58.54</del>	<del>\$65.20</del> <del>\$60.29</del>	350,000
10	4"	30	<del>\$73.75</del> <del>\$68.86</del>	<del>\$76.70</del> <del>\$70.92</del>	600,000
11	4" x 1"	30	<del>\$73.75</del> <del>\$68.86</del>	<del>\$76.70</del> <del>\$70.92</del>	600,000
12	6"	62.5	<del>\$114.32</del> <del>\$106.73</del>	<del>\$118.89</del> <del>\$109.93</del>	1,250,000
13	6" x 1-1/2"	62.5	<del>\$114.32</del> <del>\$106.73</del>	<del>\$118.89</del> <del>\$109.93</del>	1,250,000
14	6" x 3"	62.5	<del>\$114.32</del> <del>\$106.73</del>	<del>\$118.89</del> <del>\$109.93</del>	1,250,000
15	8"	90	<del>\$185.87</del> <del>\$173.53</del>	<del>\$193.30</del> <del>\$178.73</del>	1,800,000
18	10"	145	<del>\$258.18</del> <del>\$241.02</del>	<del>\$268.50</del> <del>\$248.25</del>	2,900,000
20	10" x 12" x 6"	215	<del>\$320.14</del> <del>\$298.87</del>	<del>\$332.94</del> <del>\$307.83</del>	4,300,000

Section 2: Section 8-7-8, subsections (B) and (C), W.M.C. is hereby AMENDED to read as follows:

**8-7-8: COMPUTATION OF RATE:** (1788 2968)

(B) Water meters are to be read to the nearest one thousand (1,000) gallons. Any meter reading containing a portion of one thousand (1,000) gallons shall be rounded down to the nearest one thousand (1,000) gallons. The City will charge ~~thirty~~~~twenty-five~~ dollars (~~\$30~~~~\$25~~) to test a residential water meter upon customer's request. Test of commercial and industrial meters, by customer request, will be as listed in Schedule B. This fee will be waived if the meter is over-registering. If the meter is over-registering, the customer will receive a credit for excess charges on the prior twelve (12) months

consumption. If City records indicate a meter change or accuracy test during the twelve (12) months, the credit will apply from the date of the meter change or test.

Schedule B		
Meter Model	Meter Size	Test Charge
25	5/8"	<del>\$30.00</del> \$25.00
35	3/4"	<del>\$40.00</del> \$35.00
70	1"	<del>\$75.00</del> \$70.00
120	1-1/2"	<del>\$130.00</del> \$120.00
160 Turbo	1-1/2"	<del>\$170.00</del> \$160.00
170	2"	<del>\$180.00</del> \$170.00
200 Turbo	2"	<del>\$210.00</del> \$200.00
450 Turbo	3"	<del>\$460.00</del> \$450.00
Meters Over 3"	>3"	<del>\$460.00</del> \$450.00

(C) The City will charge ~~twenty-five~~~~fifteen~~ dollars (~~\$25~~~~\$15~~) to reread a water meter at the customer's request. This fee will be waived if the first reading was incorrect. The City will charge ~~twenty-five~~~~fifteen~~ dollars (~~\$25~~~~\$15~~) for all service trips, including a trip to check the water meter for evidence of a leak. This fee will be waived if a leak is found at the meter or on the City's portion of the distribution system.

Section 3: Section 8-8-5, subsection (D), is hereby AMENDED to read as follows:

**8-8-5: SERVICE AND USER CHARGES WITHIN THE CITY OF WESTMINSTER AND SHAW HEIGHTS; LIEN ON PROPERTY:** (1131 1312 1320 1430 1455 1528 1788 1819 1900 1954 2025 2030 2080 2097 2123 2166 2197 2460 2634 2635 2836 2955 2968 3145 3281 3298 3306 3438 3496)

(D) The rates for user charges hereinafter set forth are based generally upon the quantity and quality of sewage collected and they are subject to change periodically as circumstances require. The minimum monthly amount for use of the City of Westminster sanitary sewerage system by residential, including multiple unit residential, and public users shall, in 2011~~09~~, be a sum equal to ~~four~~~~three~~ dollars and ~~nineteen~~~~eighty-six~~ cents (~~\$4.19~~~~\$3.86~~) per thousand (1,000) gallons, and shall, in 201~~20~~, be a sum equal to four dollars and ~~thirty-five~~~~three~~ cents (~~\$4.35~~~~\$4.03~~) per thousand (1,000) gallons, multiplied by the average monthly water consumption per user billed during the months of January through March. The minimum monthly rate for use of the City of Westminster's Sanitary Sewage System by multiple units and commercial users shall, in 2011~~09~~, be a sum equal to four dollars and ~~sixty-eight~~~~thirty-one~~ cents (~~\$4.68~~~~\$4.34~~) per thousand (1,000) gallons, and shall, in 201~~20~~, be a sum equal to four dollars and ~~eighty-six~~~~fifty~~ cents (~~\$4.86~~~~\$4.50~~) per thousand (1,000) gallons, multiplied by the average monthly water consumption per user billed during the months of January through March. The minimum monthly sewer charge for commercial users may be appealed to the Utility Billing Division for user charges resulting from the average monthly water billed during the period of January through March and may be adjusted if the water billed during the months of July through September is less. Commercial users shall be allowed to install a separate meter to record out of house use which consumption will not be assessed a sewer use charge. The meter readings actually taken prior to and closest to the specified time frame shall be used for purposes of accomplishing the required calculation. However, City Council may by Resolution adjust the period of time to be used to calculate said user charges when, in the opinion of the Council, climate conditions and water consumption patterns warrant such an adjustment. The monthly charge shall apply to an account that is billed for more than fifteen (15) days service. Any new occupant of a residential unit shall, in 2011~~09~~, be charged ~~twenty~~~~nineteen~~ dollars and ~~ninety-eight~~~~thirty-two~~ cents (~~\$20.98~~~~\$19.32~~), and shall, in 201~~20~~, be charged ~~twenty-one~~ dollars and ~~eighty-one~~~~eighteen~~ cents (~~\$21.81~~~~\$20.18~~) minimum monthly sewer charge until an experience rate has been established. Single-family residential customers that, based upon occupancy patterns, register no water use during any month of the annual calculation period shall be charged based on a monthly minimum volume of two thousand (2,000) gallons per each month of zero water use. Individual reviews of indoor water consumption may be made on a case-by-case basis.

Residential users who appeal the initial sewer charge rate can have the rate adjusted to actual usage of the first four (4) months of occupancy. Any new multi-unit or commercial account shall be charged a rate based on water consumption of similar accounts in the Westminster or the Denver Metro area. Any account not receiving Westminster water will be based on actual consumption, if available, or consumption of similar accounts.

Section 4: This ordinance shall be effective for any water charges billed after January 1, 2011.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of October, 2010.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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

Residential users who appeal the initial sewer charge rate can have the rate adjusted to actual usage of the first four (4) months of occupancy. Any new multi-unit or commercial account shall be charged a rate based on water consumption of similar accounts in the Westminster or the Denver Metro area. Any account not receiving Westminster water will be based on actual consumption, if available, or consumption of similar accounts.

Section 4: This ordinance shall be effective for any water charges billed after January 1, 2011.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of October, 2010.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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

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## Agenda Item 10 E

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Councillor's Bill No. 50 re Amending Chapter 7 of Title VIII of the Westminster Municipal Code Concerning Water Regulations

**Prepared By:** Stu Feinglas, Water Resources Analyst  
Josh Nims, Water Resources Engineering Coordinator

**Recommended City Council Action**

Pass Councillor's Bill No. 50 on first reading amending Title VII of the Municipal Code to reflect changes to the City's Water Regulations.

**Summary Statement**

- The proposed Westminster Municipal Code (Code) revisions clarify or modify existing regulations and in some cases, establish new regulations related to water tap permits and fees, water rate schedule (out-of-city customers) and waste of water.
- These modifications are recommended to resolve inconsistencies, clarify existing language, update fee and rate schedules, and add policy changes where necessary to simplify processes for builders, homeowners and the City.
- These modifications do not increase rates or fees.
- This item was reviewed with Council at the Study Session following the August 23<sup>rd</sup> Council meeting, and Staff was directed to bring the ordinance forward for action.

**Expenditure Required:** \$0

**Source of Funds:** N/A

## **Policy Issue**

Should City Council modify the Municipal Code to clarify or modify existing regulations and in some cases, establish new regulations related to water tap permits and fees, water rate schedule and waste of water?

## **Alternative**

City Council may opt not to support the proposed changes to Chapter 7 of Title VIII of the Westminster Municipal Code regarding water regulations. This alternative is not recommended because the changes proposed by Staff clarify regulations and remove inconsistencies between Municipal Code and the City's Landscape Regulations. Further, this alternative will not promote low water use landscaping and will allow inefficient and out-of-date water-based cooling systems to continue to be installed.

## **Background Information**

### **Modifications to Title VIII, Chapter 7- Water Regulations**

Staff proposes modifying the water Code to add and clarify existing language, update fee and rate schedules to reflect existing City policies, resolve inconsistencies with the City's Landscape Regulations and to add policy to address areas of need. Proposed modifications that require a change in policy or the implementation of new policy are summarized below.

#### **8-7-2: Tap Permit Required**

##### ***8-7-2(C): Staff proposes that payment of the water tap fee be made when a building permit is issued.***

Currently, City Code allows payment of a water tap no earlier than the date upon which the building permit is issued and no later than the date of the water meter installation. This extended payment time frame has raised issues when a meter has been installed prior to payment, when a builder did not have sufficient funds to pay the fee and when a closing has occurred without a certificate of occupancy. Although payment of the fee is a prerequisite to the issuance of a certificate of occupancy, there have been occasions when a meter has been installed without the payment, resulting in difficulties to all parties. These cases could result in leaving the new owner responsible for paying the outstanding fee. Requiring the tap fee to be paid at the time the building permit is issued resolves these potential issues and eliminates the potential for a property to be sold without payment of a water tap fee. Several Front Range cities require a tap fee to be paid at the time of the building permit issuance, including Brighton, Broomfield, Colorado Springs, Denver, Erie, Fort Collins, Golden, Lafayette, Longmont and Louisville.

#### **8-7-3: Water Tap Fees and Credits**

##### ***8-7-3(D)(1): Staff proposes amending the Code to require a separate irrigation water tap for all non-residential properties.***

Currently, non-residential properties irrigating less than 40,000 square feet are allowed to supply their irrigation system with water from the building tap. This is not beneficial to customers as it often increases the tap size requirement of the building tap and can increase the sewer tap fee that is based on the size of the water tap. While customers will have an additional cost to install a separate tap and meter for irrigation, studies have shown that paying for irrigation separately from the building water use is an effective way for customers to identify potential savings from minimizing irrigation water use and maintaining irrigation systems. The proposed amendment will require all new non-residential irrigation systems to be connected to a separate irrigation water tap. This change will have no impact on the water tap fee.

**8-7-3(D)(4):** *Staff proposes modifying the landscape types into high, moderate and low categories for determining the irrigation tap fee.* Irrigation tap fees are determined based on the amount of water required by the landscape. The landscape types in current code have only two categories: "standard" and "low." "Standard" landscaping requires an annual application of more than 10 gallons of water per square foot and "low" requires an annual application of up to 10 gallons of water per square foot.

The proposed modification would create three landscape types: "high," "moderate," and "low." The "high" water landscaping designation would replace "standard" and would apply to landscapes that require more than 10 gallons of water per square foot per year. The "moderate" water landscaping designation would apply for landscapes that require 3 to 10 gallons of water per square foot per year. A new "low" water landscape type would be added and would apply to landscapes that require up to 3 gallons per square foot per year. This revision will make the Code consistent with the landscape types described in the City's Landscape Regulations and will allow customers who install low water demand landscapes to pay a significantly lower (approximately 50%) tap fee than if they had chosen moderate or high water demand landscapes.

#### **8-7-7: Water Rate Schedule**

**8-7-7(G):** *Staff proposes to clarify Code to require that out-of-city customers pay a 25% surcharge on rates and fees.* The City has historically charged a 25% surcharge on out-of-city customers based on individual contracts. This policy would now be reflected in the Code. City water customers subject to existing contracts, such as customers in Shaw Heights, will not be affected by the Code modifications.

#### **8-7-25: Waste of Water**

**8-7-25(A):** *Staff proposes including single pass cooling systems as a recognized waste of water.* Current Code allows single pass cooling systems that use water to cool the condenser coils of air conditioning and refrigeration units. These systems use the water one time only and then send the discharge into the sanitary sewer system, which is not an efficient use of water. Current technology is readily available that circulates the warmed water through a type of radiator where the heat is extracted and the water can then be re-circulated in a continuing cycle. In addition, there are also efficient air-based cooling technologies available in the market. Other water providers, such as Denver Water, have disallowed single pass cooling.

The proposed amendment will not allow single pass cooling systems to be installed in new construction. There would be no impact to current single pass cooling system users until they replace their current outdated equipment. Evaporative coolers or cooling towers are not considered to be single pass cooling systems.

The proposed modifications to the Code support the City's goals of a Financially Sustainable City Government Providing Exceptional Services and a Safe and Secure Community.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **50**

SERIES OF 2010

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AMENDING CHAPTER 7 OF TITLE VIII OF THE WESTMINSTER  
MUNICIPAL CODE CONCERNING WATER REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 8-7-1, W.M.C., is hereby amended BY THE ADDITION OF TWO NEW DEFINITIONS to read as follows:

**8-7-1: DEFINITIONS:** When used in the Chapter, the following words and phrases shall be interpreted as follows, unless the context clearly indicates otherwise: (592 828 959 2080 2257 2634 2836 2956 3306)

SINGLE PASS COOLING SYSTEM: Air conditioning or air handling systems, including evaporative or refrigerated cooling systems, which deliver used water to a drain or other discharge facility without recycling or further use.

SUBMETERS: Two or more non-City owned meters installed to measure the amount of water used by individual premises or uses in a multi-premises building, which are placed on the private side of the City meter in order to facilitate individual premise billing or encourage water conservation.

Section 2. Section 8-7-2, subsection (C), W.M.C., is hereby AMENDED to read as follows:

**8-7-2: TAP PERMIT REQUIRED:** (1311 2197 2257 2397 2634 2956 3306)

(C) Payment of the Water Tap Fee shall be made ~~upon no earlier than~~ the date ~~that upon which~~ a building permit is issued and ~~no later than the date of the water meter installation. In any event,~~ payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy, or the establishment of a permanent water account. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made. Payment of the Water Tap Fee for an irrigation system, or for any other installation or construction not requiring issuance of a building permit, shall be made at the time of the water tap utility permit application. When the calculated Water Tap Fee, based on the tap fee schedule in effect at the time of the water meter installation, is different than the Water Tap Fee paid at the time of the issuance of the utility permit, the difference in such fees must be paid prior to the installation of the water meter. Water taps may not be made without a utility tap permit.

Section 3. Section 8-7-3, subsection (D), is hereby AMENDED to read as follows:

**8-7-3: WATER TAP FEES AND CREDITS:** (1129 1217 1311 1365 1456 1527 1664 1788 2097 2123 2257 2298 2440 2634 2956 3281 3306)

(D) IRRIGATION WATER TAPS: The following regulations apply to taps for irrigation:

- (1) Separate irrigation taps and meters shall be required for:
  - (a) all residential developments other than a development whose land area consists entirely of single-family detached lots; and
  - (b) all. A separate irrigation tap and meter is not required for non-residential developments having any less than 40,000 square feet of irrigated landscaped areas.

(2) Irrigation tap fees are required based on the area and type of landscaping. Landscape types are defined as either ~~standard~~ high water, moderate water or low-water as determined by the Community Development Department.

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

(4) The irrigation tap fee consists of the meter connection fee plus the following square footage fees based upon landscape type:

(a) \$1.~~5643~~ per square foot for ~~high water~~standard landscaping requiring an annual application of more than ten (10) gallons of water per square foot;

(b) \$0.7~~82~~ per square foot for ~~moderate~~low water landscaping requiring an annual application of ~~three (3)~~up to and including ten (10) gallons of water per square foot;

(c) \$0.39 per square foot for low water landscaping requiring an annual application of less than three (3) gallons per square foot.

Section 4. Section 8-7-4, subsections (D) and (E), W.M.C., are hereby AMENDED to read as follows:

**8-7-4: SPECIFICATIONS:** (A2634 2956 3306)

(D) A separate tap ~~and meter~~ must be installed for each premises, unit or structure served;

~~(1) Except where two (2) or more premises, units or structures are located on a single subdivided lot/parcel of land under single or condominium ownership, in which case one tap may be permitted/required. In this instance, a~~ All units must be individually metered or submetered.

~~(2) Water and sewer taps shall serve the same premises, units or structures.~~

~~(3) An exception may be granted if an additional structure is an accessory use of the principal structure and the accessory use by itself does not exceed one (1.0) Service Commitment.~~

(E) The provisions of this paragraph and Section 8-7-3 notwithstanding, new developments other than single-family detached or single-family attached shall provide ~~private individual~~ water meters for each individual unit, commonly referred to as submeters, to encourage water conservation, equitable distribution of utility expenses, and timely correction of plumbing problems. Submeters shall be the property of the owner who shall be responsible for maintenance, repair and use of submeters.

Section 5. Section 8-7-7, W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUBSECTION (G) to read as follows:

**8-7-7: WATER RATE SCHEDULE:** (1320 1364 1467 1659 1743 1819 1954 1960 2025 2080 2169 2179 2367 2460 2635 2968 3145 3298 3306 3438)

(G) OUT OF CITY CUSTOMERS: A surcharge of twenty-five percent (25%) will be added to all charges and fees related to the provision of water service to customers located outside the City limits, unless provided otherwise by contract or agreement with the City.

Section 6. Section 8-7-24, subsection (B), W.M.C., is hereby AMENDED to read as follows:  
**8-7-24: WATER SHORTAGE OR DROUGHT:** (1223 1311 2956 2971)

(B) In the event of a prolonged drought or other water shortage emergency that may require water restrictions or limitations for more than fifteen (15) days, the City Council may adopt by resolution, a long term water conservation plan that may include, but not be limited to, the following:

(1) Limiting lawn watering to certain days of the week or times during the month.

(2) Prohibiting wasteful water use as determined by City Council and further described in Subsection 8-7-25(A), W.M.C.

(3) Prohibiting noncommercial car washing and/or sidewalk and driveway washing.

- (4) Prohibiting new lawns from being planted or installed.
- (5) Rationing the amount of water that can be used by each customer, household and/or business.
- (6) Prohibiting any outside irrigation use of water.
- (7) Implementing a major public information program on the need to conserve water.
- (8) Any other similar restrictions the Council deems necessary.

Section 7. Section 8-7-25, subsection (A), W.M.C., is hereby AMENDED to read as follows:

**8-7-25: WASTE OF WATER (2956)**

(A) WASTE OF WATER IS PROHIBITED. Waste of water is defined as the intentional or non-intentional use of water for a non-beneficial purpose, and includes:

- (1) continuous application of water to any lawn, turf, sodded, or landscaped area resulting in the pooling or flowing of water into drainage or storm drainage facilities;
- (2) failure to repair any irrigation system that is leaking; ~~and~~
- (3) the use of hoses for washing of vehicles and other outdoor uses, other than irrigation, that are not equipped with a shutoff valve that is normally closed and necessitates hand pressure on the valve to permit the flow of water;
- (4) single pass cooling systems.

Notwithstanding the enforcement provisions set forth in this Section, the City Manager, or his designee, may order a shut off of water service to a property if the City Manager, or his designee, reasonably finds that an extreme waste of water is occurring on the premises.

Section 8. This ordinance shall take effect upon its passage after second reading.

Section 9. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of September, 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of October, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
September 27, 2010



**SUBJECT:** Councillor's Bill No. 51 re Little Dry Creek Dog Park Supplemental Appropriation and Award of Grant Funds

**Prepared By:** Kathy Piper, Landscape Architect II

**Recommended City Council Action**

Pass Councillor's Bill No. 51 on first reading authorizing a supplemental appropriation in the amount of \$70,000 reflecting the City's receipt of an Adams County Open Space Grant for Little Dry Creek Dog Park.

**Summary Statement**

- In January of 2010, Staff received City Council's approval to submit a request to Adams County Open Space to help fund the development of the Little Dry Creek Dog Park. Staff presented the grant request in February 2010, and the City was awarded the full request of \$70,000 on May 27, 2010. Contracts for the Adams County grant were received August 27, 2010.
- The Department of Parks, Recreation and Libraries has the appropriate matching funds available in the 2010 Park Renovation CIP budget.
- Solicitation for a construction contractor will begin in late September. Staff will bring the recommended bid for City Council approval in October 2010.
- The project is expected to be completed in the spring of 2011.

**Expenditure Required:** \$70,000

**Source of Funds:** Adams County Open Space Grant

**Policy Issue**

Does Council wish to continue to pursue the use of these grant funds to help fund the Little Dry Creek Dog Park project?

**Alternative**

Council could choose not to appropriate these grant funds. However, this is not recommended because the City will benefit from these additional funds as they will allow greater enhancements for the project and because the City has successfully used grant funds from Adams County Open Space in the past.

**Background Information**

The Departments of Parks, Recreation and Libraries and Community Development have been successful in applying for and receiving grants for the development of parks, trails, and open space from a variety of sources in the past. The City has received grant money from Adams County Open Space for park and trail development projects as well as open space acquisitions. The City has developed a strong partnership with Adams County in its successful use of these grant funds.

With the popularity of the City’s Westminster Hills and Big Dry Creek dog parks, several citizen requests have been made to locate a dog park in the south part of Westminster. Several areas were considered and it was determined that the best location for the dog park would be at 69<sup>th</sup> Place and Lowell Boulevard. Centrally located off of 72<sup>nd</sup> Ave and Lowell Boulevard, the site offers easy car access. The Little Dry Creek Trail also provides an alternative pedestrian route to the site.

The site plan would include two separate fenced areas for large and small dogs, a central entrance area, dog watering, tree planting with drip irrigation, benches and signage. Community Development and Parks, Recreation and Libraries Staff will work together on parking for this site. A new road alignment is in the planning stages for 69<sup>th</sup> Avenue that may allow for on-street parking in the future. As a temporary measure, a 20-car parking lot will be built to accommodate dog park visitors.

This project supports the City’s Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services” and “Beautiful and Environmentally Sensitive City” by increasing revenues that support defined City projects and by providing the City with a new special use community park.

These appropriations will amend General Capital Improvement Fund revenue and expense accounts as follows:

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Adams County OS Grant	7501.40630.0010	\$0	<u>\$70,000</u>	\$70,000
Total Change to Revenues			<u>\$70,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Little Dry Creek Dog Park	81075050967.80400.8888	\$0	<u>\$70,000</u>	\$70,000
Total Change to Expenses			<u>\$70,000</u>	

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **51**

SERIES OF 2010

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE INCREASING THE 2010 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2010 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2010 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3432 is hereby increased by \$70,000. This appropriation is due to the receipt of an Adams County Open Space Grant.

Section 2. The \$70,000 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10F dated September 27, 2010 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$70,000</u>
Total	<u>\$70,000</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 27th day of September 2010.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11<sup>th</sup> day of October 2010.

ATTEST:

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Mayor

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