WESTMINSTER

October 14, 2013
7:00 P.M.

CITY COUNCIL AGENDA

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

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

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Report of City Officials**
   A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
   A. Red Ribbon Week Proclamation
   B. Presentation and Acceptance of a Donation from Xcel Energy for the Jessica Ridgeway Memorial Park
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. Shaw Heights Well Site Property Sale
   B. Water Supply Model Update Contract
   C. 2014 Reclaimed Water System Master Plan Update Contract
   D. Crestview Utility Relocation Betterment Cost Approval
   E. Special Legal Services for City Boards and Commissions
   F. Risk Management and Fleet Maintenance Cumulative Purchases of Over $50,000
   G. Reallocation of Funds for the Heritage Golf Course Back 9 Land Acquisition
   H. The Heritage Golf Course Back 9 Land Acquisition from the Rocky Mountain Metropolitan Airport
   I. Contract Amendment for Field Engineering Services Related to Sanitary Sewer Relocations by RTD
   J. IGA with City and County of Broomfield re Lowell Blvd, City Park Channel and 120th Avenue Improvements
   K. Expenditure and Reimbursement of Funds for Right-of-way Acquisition re the New Development Participation CIP
   L. Second Reading of Councillor's Bill No. 38 re Contract Amendment to Buy and Sell Real Estate
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
    A. Public Hearing re the Amended and Restated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2
    B. Resolution No. 24 re Amended and Restated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2
    C. Public Hearing re Crystal Lakes Filing No. 1, 1st Replat, 4th Amended PDP and 5th Amended ODP
    D. Crystal Lakes Filing No. 1, 1st Replat, 4th Amended PDP and 5th Amended ODP
    E. Resolution No. 25 re Service Commitment Allocations for 2014
    F. Resolution No. 26 re Building Construction Clarification to the City Residential/Senior Housing Design Guidelines
    G. Resolution No. 27 re Utility Easements for the Little Dry Creek Interceptor Sewer Relocation by RTD
    H. 2014 Financial Support to Identified Agencies as Recommended by the Human Services Board
    I. Councillor's Bill No. 39 re Amendment to the Adopted 2014 Budget
    J. Resolution No. 28 re 2014 Amended Pay Plan
    K. 2014 City Employee Insurance Contracts and Medical/Dental Plans and Rates
    L. Revised Employment Agreement with John A. Stipech
    M. Councillor's Bill No. 40 re Municipal Judge Salary

11. Old Business and Passage of Ordinances on Second Reading

12. Miscellaneous Business and Executive Session

A. City Council

B. Executive Session

1. Discussion of personnel matter (City Attorney's performance evaluation) pursuant to WMC section 1-11-3(C)(1) and CRS 24-6-402(4)(f)
2. 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

CITY OF WESTMINSTER GENERAL IMPROVEMENT DISTRICTS MEETING (separate agenda)

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GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

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

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

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

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

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

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

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

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

J. Final comments/rebuttal received from property owner;

K. Final comments from City Staff and Staff recommendation.

L. Public hearing is closed.

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

WESTMINSTER

Strategic Plan

2013-2018
Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

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

SAFE AND HEALTHY COMMUNITY

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

FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Prepare for next generation of leaders; managers and employees.
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency

VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

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

BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

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

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, SEPTEMBER 23, 2013, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally, Mayor Pro Tem Faith Winter and Councillors Bob Briggs, Mark Kaiser, Mary Lindsey, and Scott Major were present at roll call. Councillor Herb Atchison was absent and excused. Assistant City Manager Barbara Opie, City Attorney Martin McCullough, and Deputy City Clerk Carla Koeltzow were also present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Councillor Kaiser, to approve the minutes of the regular meeting of September 9, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Assistant City Manager Barbara Opie was present due to the City Manager and Deputy City Manager spending the week in Boston, attending the International City/County Management Association Conference. She advised that next Monday was the fifth Monday for September, so there would not be a Council meeting or study session.

After tonight's meeting, the Council would meet in executive session for discussion of a Personnel Matter (Presiding Judge's annual performance evaluation) pursuant to WMC Section 1-11-3(C)(1) and CRS 24-6-402(4)(f).

CITY COUNCIL COMMENTS

Mayor McNally reported that Westminster sent several first responders to help with the State's flood relief efforts until they were needed back in the City to monitor a couple of neighboring reservoirs that were close to overflowing. Once the concern was over the crews were sent back to help. The City was proud to help other communities since many of them helped Westminster during the Jessica Ridgeway investigation.

The Mayor and Councillor Lindsey dressed up in period attire and attended the Historical Society Tea at the Grange the past weekend. This is always a fun event every September.

PRESENTATION OF THIRD QUARTER 2013 BUSINESS LEGACY AWARDS

Mayor McNally and City Council joined together to present the third quarter 2013 Business Legacy Awards to three businesses celebrating 35 years, and one business each for 40 years, 50 years, 55 years, and 60 years of operations in Westminster. Representatives from Hodgson Enterprises, The Greg Mastriona Golf Courses at Hyland Hills, Bea & Herb's Old Town Auto Care and Valente's Deli, Bakery & Italian Market were present to accept their award. A reception for award recipients had been held immediately preceding the City Council meeting. Ryan Johnson, Economic Development Specialist, thanked Heavenly Cakes for providing refreshments enjoyed at the reception.

PROCLAMATION

Mayor McNally proclaimed October to be Fire Prevention Month. Mayor Pro Tem Winter presented the proclamation to Public Education Officer Sherrie Leeka and Fire Marshal Bob Hose. Ms. Leeka stated that the theme for 2013 is "Prevent Kitchen Fires" and explained what the Fire Department was doing to get the message out to the community.

AMERICAN CANCER SOCIETY'S PRESENTATION TO THE MAYOR

Margo Pergola from the American Cancer Society recognized Mayor McNally for her support of the Relay for Life throughout her tenure as Mayor and thanked the City for its support of the Cancer Prevention Study 3, looking for links between cancer and environmental factors.

CITIZEN COMMUNICATION

Linda Cherrington, from the Westminster Historical Society, thanked the City for their support and requested that the Society be able to continue the current lease with the City, for the former District 50 ambulance building at 4350 West 76th Avenue. This building is still needed for storage at least until the Westminster History Center at the former DeSpain Schoolhouse, 7200 Lowell Blvd, is ready. The plan is to start the move in December and be ready to open by April 2014. The Society's Board of Trustees will be meeting tomorrow night to decide on whether to contract with an archivist to help with the transition.

Dr. Pamela Swanson, Adams County School District 50 Superintendent, thanked Council for their time and consideration of Resolution No. 23, on the agenda tonight that supports the Adams County School District 50 ballot measure for a mill levy override. The District 50 Board appreciates the partnership they have with the City.

Kaz Umezono, owner of the shopping center at 8372 Sheridan Blvd, requested that Council reconsider the City decision not to allow a tattoo parlor business license at this location. He believes that the development plan for this center does allow for this type of business and if the business is not approved soon, the owners will move into a space across the street that is located in Arvada. The Mayor directed Mr. Umezono to speak with John Carpenter, Community Development Director, in the lobby to obtain contact information to address his concerns.

Kayla Peterson, 8571 Cherry Lane, advised Counsel that she is the one who submitted the business license application for the tattoo parlor at 8372 Sheridan Blvd. She believes times have changed and this type of small business should be allowed.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the Financial Report for August as presented; authorize the City Manager to execute a contract with Merrick and Company in the amount of $193,394 to provide engineering design services for the McKay Drainageway improvements to be located between I-25 and Huron Street and authorize a design contingency of $19,000 for a total project cost of $212,394; determine that the public interest will be best served and approve Fleet Maintenance cumulative purchases in 2013 with Barbee's Freeway Ford INC for remanufacturing services not to exceed $110,000 through year end; and authorize the City Manager to enter into an agreement with the Colorado Intergovernmental Risk Sharing Agency for the purchase of high deductible stop loss insurance, and for claims management and other administrative services, in the amount of $491,245 along with a 10% contingency amount ($49,125) in the event the final quote comes in higher.

Councillor Major moved, seconded by Councillor Kaiser, to approve the consent agenda as presented. The motion carried with all Council members voting in favor.

Clerk's Note: Following this meeting, it was discovered that the August Financial Report was distributed with May statements attached. The accurate statements for August are attached hereto and incorporated herein as an official part of the minutes to correct the permanent record.

RESOLUTION NO. 22 APPOINTING 2013-2014 YOUTH ADVISORY PANEL MEMBERS

It was moved by Mayor Pro Tem Winter and seconded by Councillor Kaiser, to adopt Resolution No. 22 appointing fourteen incoming Youth Advisory Panel members for the 2013/2014 term. Appointments are as follows: Hilary Lutkus, Chairperson - Fairview High School; Christian Femrite, Vice Chairperson - Legacy High School; Christine Shih, Secretary - Fairview High School; Will Schmidt, Treasurer - Jefferson Academy; Ian Severance, Public Information Officer - Jefferson Academy; Ryan Blay - Jefferson Academy; Andrew Cannata - Standley Lake High School; Mikayla Martin - Faith Academy; Adam Salas - Standley Lake High School; Andrew Salas - Standley Lake High School; Madelaine Schmidt – Jefferson Academy; Ty Schnurr – Standley Lake High School; Joleena Strange - Academy of Charter School; and Heidi Wendt - Jefferson Academy. Upon roll call vote, the motion passed unanimously.

RESOLUTION NO. 23 RE ADAMS COUNTY SCHOOL DISTRICT 50 MILL LEVY OVERRIDE

It was moved by Councillor Lindsey and seconded by Kaiser to adopt Resolution No. 23 supporting the Adams County School District 50 mill levy override that will go before the voters on the November 5, 2013 ballot. The motion passed unanimously at roll call.

COUNCILLOR'S BILL NO. 38 RE CONTRACT AMENDMENT TO BUY AND SELL REAL ESTATE

Councillor Major moved, seconded by Mayor Pro Tem Winter, to pass Councillor's Bill No. 38 on first reading authorizing the City Manager to execute an amendment to the Contract to Buy and Sell Real Estate, in substantially the same form as presented, with Urban Pacific Multi-Housing, LLC and Pacific West Communities, Inc. and to take all actions necessary to close the land sale of approximately 15.8 acres between The Promenade and Circle Point. The motion passed unanimously at roll call.

ADJOURNMENT

With no further business to come before the City Council, it was moved by Councillor Major, seconded by Kaiser to adjourn. The meeting adjourned at 7:35 p.m.

ATTEST:

_____
Mayor

_____
Deputy City Clerk

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
General Fund						
Revenues						
Taxes	5,729,500	5,300,272	(1)	5,075,126	(225,146)	95.8%
Licenses & Permits	1,619,750	1,025,548		1,392,042	366,494	135.7%
Intergovernmental Revenue	5,044,926	3,094,104		3,355,710	261,606	108.5%
Charges for Services						
Recreation Services	6,710,438	4,710,468		4,730,737	20,269	100.4%
Other Services	9,879,422	5,802,652		5,893,793	91,141	101.6%
Fines	2,260,000	1,548,685		1,290,460	(258,225)	83.3%
Interest Income	125,000	77,575		55,312	(22,263)	71.3%
Miscellaneous	1,658,634	734,813		706,048	(28,765)	96.1%
Leases	401,779	266,181		266,181	0	100.0%
Interfund Transfers	64,049,819	42,699,879		42,699,879	0	100.0%
Other Financing Sources	12,262,165	12,262,165		12,262,165	0	100.0%
Sub-total Revenues	109,741,433	77,522,342		77,727,453	205,111	100.3%
Carryover	1,492,641	1,492,641		1,492,641	0	100.0%
Total Revenues	111,234,074	79,014,983		79,220,094	205,111	100.3%
Expenditures						
City Council	254,094	174,017		131,206	(42,811)	75.4%
City Attorney's Office	1,256,450	824,278		799,818	(24,460)	97.0%
City Manager's Office	1,573,013	1,001,683		989,610	(12,073)	98.8%
Central Charges	39,108,276	26,497,666		26,273,589	(224,077)	99.2%
General Services	6,009,953	3,835,499		3,650,283	(185,216)	95.2%
Finance	2,110,661	1,372,933		1,362,931	(10,002)	99.3%
Police	21,330,429	13,890,656		14,062,399	171,743	101.2%
Fire Emergency Services	12,569,922	8,135,498		8,090,539	(44,959)	99.4%
Community Development	4,226,811	2,729,508		2,663,616	(65,892)	97.6%
Public Works & Utilities	8,045,715	4,813,084		4,268,952	(544,132)	88.7%
Parks, Recreation & Libraries	14,748,750	9,481,678		9,574,528	92,850	101.0%
Total Expenditures	111,234,074	72,756,500		71,867,471	(889,029)	98.8%
Revenues Over(Under) Expenditures	0	6,258,483		7,352,623	1,094,140	

(1) The budget to actual Taxes variance is due mostly to Admissions and Accommodations taxes.

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	47,601,952	32,131,918		32,719,992	588,074	101.8%
Sales Tx Audit Revenues	724,000	482,908		453,636	(29,272)	93.9%
S-T Rev. STX	48,325,952	32,614,826		33,173,628	558,802	101.7%
Use Tax						
Use Tax Returns	8,017,000	5,041,499		5,815,616	774,117	115.4%
Use Tax Audit Revenues	785,000	523,595		902,841	379,246	172.4%
S-T Rev. UTX	8,802,000	5,565,094		6,718,457	1,153,363	120.7%
Total STX and UTX	57,127,952	38,179,920		39,892,085	1,712,165	104.5%
Public Safety Tax						
PST Tax Returns	11,883,683	7,963,824		8,406,750	442,926	105.6%
PST Audit Revenues	308,500	205,770		271,191	65,421	131.8%
Total Rev. PST	12,192,183	8,169,594		8,677,941	508,347	106.2%
Interest Income	85,000	56,667		40,646	(16,021)	71.7%
Interfund Transfers	265,458	176,972		176,972	0	100.0%
Carryover	2,007,463	2,007,463		2,007,463	0	100.0%
Total Revenues	71,678,056	48,590,616		50,795,107	2,204,491	104.5%
Expenditures						
Central Charges	71,678,056	48,454,525		48,454,525	0	100.0%
Revenues Over(Under) Expenditures	0	136,091		2,340,582	2,204,491	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
POST Fund						
Revenues						
Sales & Use Tax	5,085,325	3,412,933		3,614,882	201,949	105.9%
Intergovernmental Revenue	0	0		400,000	400,000	
Interest Income	10,000	6,667		10,869	4,202	163.0%
Miscellaneous	87,130	58,087		10,570	(47,517)	18.2%
Interfund Transfers	19,542	13,028		13,028	0	100.0%
Sub-total Revenues	5,201,997	3,490,715		4,049,349	558,634	116.0%
Carryover	1,341,139	1,341,139		1,341,139	0	100.0%
Total Revenues	6,543,136	4,831,854		5,390,488	558,634	111.6%
Expenditures						
Central Charges	6,212,320	3,218,722		3,092,843	(125,879)	96.1%
Park Services	330,816	182,129		179,340	(2,789)	98.5%
Total Expenditures	6,543,136	3,400,851		3,272,183	(128,668)	96.2%
Revenues Over(Under) Expenditures	0	1,431,003		2,118,305	687,302	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	50,000		70,910	20,910	141.8%
Intergovernmental Revenue	0	0		272,564	272,564	
Rates and Charges	45,315,766	28,881,627		28,251,176	(630,451)	97.8%
Miscellaneous	435,000	290,000		204,758	(85,242)	70.6%
Total Operating Revenues	45,825,766	29,221,627		28,799,408	(422,219)	98.6%
Operating Expenditures						
Central Charges	6,299,672	4,199,782		4,132,976	(66,806)	98.4%
Finance	646,064	420,588		336,961	(83,627)	80.1%
Public Works & Utilities	21,486,266	12,597,358		11,047,811	(1,549,547)	87.7%
Parks, Recreation & Libraries	152,415	105,776		93,248	(12,528)	88.2%
Information Technology	2,868,928	1,850,459		1,704,438	(146,021)	92.1%
Total Operating Expenditures	31,453,345	19,173,963		17,315,434	(1,858,529)	90.3%
Operating Income (Loss)	14,372,421	10,047,664		11,483,974	1,436,310	
Other Revenue and Expenditures						
Tap Fees	4,560,000	3,241,195		2,257,757	(983,438)	69.7%
Interest Income	365,000	243,334		211,829	(31,505)	87.1%
Interfund Transfers	2,533,172	1,688,781		1,688,781	0	100.0%
Sale of Assets	0	0		22,558	22,558	
Carryover	9,058,544	9,058,544		9,058,544	0	100.0%
Debt Service	(7,221,199)	(3,044,987)		(3,044,987)	0	100.0%
Reserve Transfer	(5,941,977)	(5,941,977)		(5,941,977)	0	100.0%
Total Other Revenue (Expenditures)	3,353,540	5,244,890		4,252,505	(992,385)	
Revenues Over(Under) Expenditures	17,725,961	15,292,554		15,736,479	443,925	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	50,000		70,910	20,910	141.8%
Intergovernmental Revenue	0	0		272,564	272,564	
Rates and Charges	32,100,766	20,071,627		19,407,090	(664,537)	96.7%
Miscellaneous	425,000	283,333		196,308	(87,025)	69.3%
Total Operating Revenues	32,600,766	20,404,960		19,946,872	(458,088)	
Operating Expenditures						
Central Charges	4,427,473	2,951,649		2,878,320	(73,329)	97.5%
Finance	646,064	420,588		336,961	(83,627)	80.1%
Public Works & Utilities	14,527,801	8,570,299		7,163,934	(1,406,365)	83.6%
PR&L Standley Lake	152,415	105,776		93,248	(12,528)	88.2%
Information Technology	2,868,928	1,850,459		1,704,438	(146,021)	92.1%
Total Operating Expenditures	22,622,681	13,898,771		12,176,901	(1,721,870)	87.6%
Operating Income (Loss)	9,978,085	6,506,189		7,769,971	1,263,782	
Other Revenue and (Expenditures)						
Tap Fees	3,500,000	2,426,500		1,723,914	(702,586)	71.0%
Interest Income	250,000	166,667		144,986	(21,681)	87.0%
Interfund Transfers	2,097,065	1,398,043		1,398,043	0	100.0%
Sale of Assets	0	0		22,558	22,558	
Carryover	7,451,335	7,451,335		7,451,335	0	100.0%
Debt Service	(5,714,756)	(2,466,478)		(2,466,478)	0	100.0%
Reserve Transfer	(4,777,768)	(4,777,768)		(4,777,768)	0	100.0%
Total Other Revenues (Expenditures)	2,805,876	4,198,299		3,496,590	(701,709)	
Revenues Over(Under) Expenditures	12,783,961	10,704,488		11,266,561	562,073	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	13,215,000	8,810,000		8,844,086	34,086	100.4%
Miscellaneous	10,000	6,667		8,450	1,783	126.7%
Total Operating Revenues	13,225,000	8,816,667		8,852,536	35,869	100.4%
Operating Expenditures						
Central Charges	1,872,199	1,248,133		1,254,656	6,523	100.5%
Public Works & Utilities	6,958,465	4,027,059		3,883,877	(143,182)	96.4%
Total Operating Expenditures	8,830,664	5,275,192		5,138,533	(136,659)	97.4%
Operating Income (Loss)	4,394,336	3,541,475		3,714,003	172,528	
Other Revenue and Expenditures						
Tap Fees	1,060,000	814,695		533,843	(280,852)	65.5%
Interest Income	115,000	76,667		66,843	(9,824)	87.2%
Interfund Transfers	436,107	290,738		290,738	0	100.0%
Carryover	1,607,209	1,607,209		1,607,209	0	100.0%
Debt Service	(1,506,443)	(578,509)		(578,509)	0	100.0%
Reserve Transfer	(1,164,209)	(1,164,209)		(1,164,209)	0	100.0%
Total Other Revenues (Expenditures)	547,664	1,046,591		755,915	(290,676)	
Revenues Over(Under) Expenditures	4,942,000	4,588,066		4,469,918	(118,148)	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,082,000	1,388,000		1,343,385	(44,615)	96.8%
Interest Income	50,000	33,333		22,245	(11,088)	66.7%
Miscellaneous	0	0		17	17	
Sub-total Storm Drainage Revenues	2,132,000	1,421,333		1,365,647	(55,686)	96.1%
Carryover	44,136	44,136		44,136	0	100.0%
Total Revenues	2,176,136	1,465,469		1,409,783	(55,686)	96.2%
Expenditures						
General Services	86,200	44,738		42,754	(1,984)	95.6%
Community Development	174,090	114,551		111,513	(3,038)	97.3%
PR&L Park Services	200,000	68,800		45,290	(23,510)	65.8%
Public Works & Utilities	358,590	171,406		108,055	(63,351)	63.0%
Total Expenditures	818,880	399,495		307,612	(91,883)	77.0%
Revenues Over(Under) Expenditures	1,357,256	1,065,974		1,102,171	36,197	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	2,967,608	2,297,920		2,307,548	9,628	100.4%
Total Revenues	2,967,608	2,297,920		2,307,548	9,628	100.4%
Operating Expenditures						
Central Charges	217,435	146,314		116,706	(29,608)	79.8%
Recreation Facilities	2,594,708	1,816,650		1,784,133	(32,517)	98.2%
Total Expenditures	2,812,143	1,962,964		1,900,839	(62,125)	96.8%
Operating Income (Loss)	155,465	334,956		406,709	71,753	
Other Revenues and Expenditures						
Interest Income	0	0		2,542	2,542	
Other Financing Sources	484,283	484,283		484,283	0	100.0%
Other Financing Use	(484,283)	(484,283)		(484,283)	0	100.0%
Debt Service	(737,608)	(368,517)		(368,517)	0	100.0%
Interfund Transfers In	617,771	423,723		873,723	450,000	206.2%
Interfund Transfers Out	(485,628)	(485,628)		(485,628)	0	100.0%
Carryover	450,000	450,000		450,000	0	100.0%
Total Other Revenue (Expenditures)	(155,465)	19,578		472,120	452,542	
Revenues Over(Under) Expenditures	0	354,534		878,829	524,295	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,582,258	1,221,503		1,231,116	9,613	100.8%
Total Revenues	1,582,258	1,221,503		1,231,116	9,613	100.8%
Operating Expenditures						
Central Charges	113,659	76,265		59,567	(16,698)	78.1%
Recreation Facilities	1,274,371	918,821		855,086	(63,735)	93.1%
Total Expenditures	1,388,030	995,086		914,653	(80,433)	91.9%
Operating Income (Loss)	194,228	226,417		316,463	90,046	
Other Revenues and Expenditures						
Interest Income	0	0		3,158	3,158	
Other Financing Sources	242,142	242,142		240,539	(1,603)	99.3%
Other Financing Use	(242,142)	(242,142)		(242,142)	0	100.0%
Debt Service	(158,600)	(136,136)		(136,136)	0	100.0%
Interfund Transfers Out	(485,628)	(485,628)		(485,628)	0	100.0%
Carryover	450,000	450,000		450,000	0	100.0%
Total Other Revenue (Expenditures)	(194,228)	(171,764)		(170,209)	1,555	
Revenues Over(Under) Expenditures	0	54,653		146,254	91,601	

City of Westminster
Financial Report
For Eight Months Ending August 31, 2013

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,385,350	1,076,417		1,076,432	15	100.0%
Total Revenues	1,385,350	1,076,417		1,076,432	15	100.0%
Operating Expenditures						
Central Charges	103,776	70,049		57,139	(12,910)	81.6%
Recreation Facilities	1,320,337	897,829		929,047	31,218	103.5%
Total Expenditures	1,424,113	967,878		986,186	18,308	101.9%
Operating Income (Loss)	(38,763)	108,539		90,246	(18,293)	
Other Revenues and Expenditures						
Interest Income	0	0		(616)	(616)	
Other Financing Sources	242,141	242,141		243,744	1,603	100.7%
Other Financing Use	(242,141)	(242,141)		(242,141)	-	100.0%
Debt Service	(579,008)	(232,381)		(232,381)	-	100.0%
Interfund Transfers In	617,771	423,723		873,723	450,000	206.2%
Total Other Revenue (Expenditures)	38,763	191,342		642,329	450,987	
Revenues Over(Under) Expenditures	0	299,881		732,575	432,694	

WESTMINSTER

Agenda Item 6 A

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Red Ribbon Week Proclamation

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Councillor Major to present the proclamation for Red Ribbon Week to the Westminster Area Community Awareness Action Team.

Summary Statement

- Red Ribbon Week is observed annually from October 23 through 31, in actuality the last nine days of October. The theme of this year's national campaign is, "A Healthy Me is Drug Free."

- As in the past, the City is joining the Westminster Area Community Awareness Action Team, local schools, churches, and area businesses to take a public stand against drugs and to show a personal commitment to a drug-free lifestyle through the symbol of the Red Ribbon.

- Members of the Westminster Area Community Awareness Action Team Board of Directors will be present to accept the proclamation.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Red Ribbon Week emerged from the creation of Camarena Clubs, which were established in 1985 to honor the memory of Drug Enforcement Agent Enrique "Kiki" Camarena, who was killed in the line of duty. By wearing red ribbons during the last week in October, Americans demonstrate their ardent support of a healthy, drug-free lifestyle and pay homage to all men and women who have made the ultimate sacrifice in support of our nation's struggle against drug trafficking and abuse.

Through its participation, the City of Westminster joins thousands of other municipalities in Colorado and the United States to present a unified and visible commitment to create a drug-free America. This proclamation supports City Council's strategic goal of a Safe and Healthy Community through drug prevention education activities that constitute a public statement to the community's adult and youth populations about the positive societal impacts of a drug-free lifestyle.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Proclamation

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

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

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

WHEREAS, This year's national theme, "A Healthy Me is Drug Free," will headline celebrations in communities across the nation during Red Ribbon Week, October 23 through October 31, 2013; and

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

WHEREAS, The City of Westminster is committed to assisting with the success of the Red Ribbon Campaign.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim October 23 through October 31, 2013 as

RED RIBBON WEEK

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

Signed this 14th day of October, 2013.

_____

Nancy McNally, Mayor

WESTMINSTER

Agenda Item 6 B

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Presentation of Donation from Xcel Energy for Jessica Ridgeway Memorial Park

Prepared By: Donald M. Tripp, Director of Parks, Recreation and Libraries
Ben Goldstein, Management Analyst

Recommended City Council Action

Councillor Kaiser to accept presentation of donation from Xcel Energy for Jessica Ridgeway Memorial Park.

Summary Statement

- The Jessica Ridgeway Memorial Park, formerly Chelsea Park, located at 10765 Moore St., is an enduring tribute to the memory of a girl whose joyful spirit touched so many. In keeping with the family's wishes, the park was built as a place for positive reflection and memories.

- The Westminster Legacy Foundation, a local nonprofit that benefits the community of Westminster, helped raise funds to build Jessica's park. One of the groups that contributed to the creation of this place for reflection was Xcel Energy, who pledged to contribute $15,000. There was a total of approximately $650,000 in cash and in-kind contributions towards the park. The City's cash and in-kind was approximately $200,000.

- Were it not for many generous donors of cash, expertise, goods and services this project would not have been possible.

- The park, which was dedicated on October 5, contains some of Jessica's favorite things, like a zip line-like track ride, knock-knock jokes, flowers and her favorite color, purple. The park also include major elements such as a whimsical, ribbon-based swing set, ribbon sculpture, picnic shelter and trees.

Expenditure Required: $15,000

Source of Funds: Xcel Energy

Policy Issue

None identified.

Alternative

None identified

Background Information

Jessica Ridgeway Memorial Park is a 3.2-acre park located at 10765 Moore Street in the Countryside Neighborhood. The park was originally constructed in 1983 and updated in 1997. The park was identified to be updated in 2014, however with the tragic events that occurred, this renovation was moved to 2013 with the hope that the renovations will not only help the neighborhood and community heal but honor and capture Jessica Ridgeway's spirit. A master plan was designed and completed by Staff with input from Jessica Ridgeway's family.

The City partnered with the Westminster Legacy Foundation. The Foundation provided significant support in organizing and coordinating fundraising efforts as well as managing donations, tax deductible tracking and documentation. The City formalized the partnership with the Foundation with an agreement that outlines how the funds collected by the Foundation will be used in association with the park; the agreement was executed on March 20, 2013. Specifically, it notes that the funds are for the purpose of design, construction, remodel, dedication and maintenance of the park.

Staff selected the playground equipment, shelter and site amenities for the park. Many of the pieces of play equipment and shelter are customized to fit with the ribbon and color theme of purple and green.

Staff solicited bids from contractors who provided park construction services for the City of Westminster in the past and completed them successfully. Part of this construction project was to coordinate with companies that offered in-kind services and/or donated/discounted products that were used on the site.

Due to the sensitivity of this project and a desire by the City to complete the project in 2013, construction began in the spring of 2013 and was completed this past August.

Generous donations have been received from Jefferson County, The Colorado Garden and Home Show, Jefferson County Public Schools, ReMax Alliance, Kaiser Permanente Fund and many other private donations from the community.

The partnership with Xcel Energy and acceptance of their pledged donation of $15,000 for the creation of the Jessica Ridgeway Memorial Park supports Council's Strategic Plan Goals of "Vibrant Neighborhoods in One Livable Community."

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 A

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Shaw Heights Well Site Property Sale

Prepared By: Dan Strietelmeier, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract for the sale of property at 8878 Newton Street to the Hyland Creek Homeowners Association for $11,000.

Summary Statement

- In 1998, the City of Westminster acquired the Shaw Heights Water District, which included the acquisition of eight wells and three associated properties. The wells previously supplied potable water for the Shaw Heights Water District, but the City has provided water and sewer service to these areas for many years from other sources.

- The wells did not offer a long term reliable or economical water supply. They became a maintenance burden, and presented a liability exposure. Therefore, the Shaw Heights Well Abandonment Capital Improvement Project was completed in 2009, where all eight of the wells were abandoned pursuant to Colorado State Engineer requirements.

- Because there are no City uses identified for these properties, City Council approved the sale of two of the three well sites to Habitat for Humanity in 2010.

- The final remaining well site property was listed for sale through a real estate broker in May 2009 and an offer to purchase the site was received from Hyland Creek Homeowners Association in August 2013 in the amount of $11,000.

- No other valid purchase offer has been received, and approval of the sale is requested at this time.

- The location of the property in unincorporated Adams County is shown on the attached map.

Expenditure Required: $0 ($11,000 to be returned to Utility Fund Capital Project Reserve)

Source of Funds: N/A

Policy Issue

Should the City approve the sale of the property to Hyland Creek Homeowners Association?

Alternatives

1. Do not authorize the sale of the property and continue to perform landscape maintenance on the site. Staff does not recommend this option. The City does not have a use for this property and staff would like to eliminate the maintenance costs that are currently required at the property.

2. Do not accept the purchase offer, delay the sale of the property and continue to list the property for sale. Staff does not recommend this option as the property has been listed for sale since 2009 with only one valid purchase offer from Hyland Creek Homeowners Association.

Background Information

The City of Westminster acquired the Shaw Heights Water District (the District) in 1998, including its operation and maintenance. Included in the acquisition were eight wells that the District used for a portion of their water supply. The wells, which ranged in depth from 350 feet to 1,320 feet, were never used by the City as the groundwater from the wells did not provide a reliable or economical water supply to City customers.

In 2009 the City abandoned all eight of the wells pursuant to Colorado State Engineer requirements. The requirements included breaking apart the well casings, plugging and capping the wells below the ground surface and then covering them with backfill. Above ground structures that had been targets for graffiti were also removed. The abandonment project was completed in June 2009, and the three well site properties located on City property were then listed for sale, two of which were sold in 2010 (Note: four of the abandoned wells are located on private property within easements on property that could not be sold).

The final remaining site, (where two wells were abandoned), is located at 8879 Newton Street. The property is within the Hyland Creek Homeowner's Association area and is a vacant lot of approximately 7,500 square feet. An offer for the purchase of this site was received by the City in August 2013 in the amount of $11,000 from the Hyland Creek Home Owner's Association. This is the only valid offer the City received for the property since June 2009. The offer is less than the $30,000 value predicted by the market analysis performed with the broker. However, given that the City has no use for the property and continues to incur maintenance costs associated with the property, Staff recommends accepting the offer and completing the property sale. Sale proceeds will be deposited into the Utility Capital Project Reserve Fund.

Completion of this project will help achieve the City Council's Strategic Plan Goal of Financially Sustainable City Government Providing Exceptional Services by contributing to the objective of a well-maintained City infrastructure and facilities. The project will also help maintain a Beautiful and Environmentally Sensitive City by revitalizing unsightly facilities and vandalism targets.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Map
Agreement

Shaw Heights Abandoned Well Site

City of Westminster

Feet

0 25 50 75 100

N W E S

RE/MAX Alliance
Tamara Camalick
Ph: 303-420-8800 Fax: 720-889-9281

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-9-12) (Mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: ***8/6/2013***

AGREEMENT

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, ***Hyland Creek Homeowners Association Thomas J. Infantino, President***, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***severalty***.

2.2. Assignability and Inurement. This Contract ☐ **Shall** ☒ **Shall Not** be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller. Seller, ***City of Westminster***, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Adams***, Colorado:

THAT PART OF TRACT A, SHAW HEIGHTS, FOURTH FILING, DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER OF TRACT A, SHAW HEIGHTS FOURTH FILING; THENCE EAST 75 FEET; THENCE SOUTH 100 FEET; THENCE WEST 75 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

known as No. ***8879 Newton Street No. 7 & 8 Westminster CO 80031***, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Fixtures. All fixtures attached to the Property on the date of this Contract.

Other Fixtures: ***n/a***.

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property whether attached or not on the date of this Contract, the following items are included: ***n/a***.

Other Personal Property:

n/a.

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except ***n/a***. Conveyance shall be by bill of sale or other applicable legal instrument.

2.5.3. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

n/a.

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except ***n/a***. Conveyance shall be by bill of sale or other applicable legal instrument.

2.5.4. Water Rights, Water and Sewer Taps.

2.5.4.1. Deeded Water Rights. The following legally described water rights:

n/a.

08/16/2013

Any water rights shall be conveyed by ☐ ***n/a*** **Deed** ☐ **Other** applicable legal instrument.

☐ **2.5.4.2. Well Rights.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is ***n/a***.

2.5.4.3. ☐ **Water Stock Certificates:** ***n/a***.

2.5.4.4. ☐ **Water Tap** ☐ **Sewer Tap**

Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the tap.

2.5.4.5. Other Rights:

n/a.

2.5.5. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a.

2.6. Exclusions. The following items are excluded (Exclusions): ***n/a***.

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	***48 hours MEC***
		Title and Association	
2	§ 7.1	Record Title Deadline	***7 days MEC***
3	§ 7.5	Exceptions Request Deadline	***8 days MEC***
4	§ 8.1	Record Title Objection Deadline	***9 days MEC***
5	§ 8.2	Off-Record Title Deadline	***7 days MEC***
6	§ 8.2	Off-Record Title Objection Deadline	***8 days MEC***
7	§ 8.3	Title Resolution Deadline	***10 days MEC***
8	§ 7.6	Association Documents Deadline	***n/a***
9	§ 7.6	Association Documents Objection Deadline	***n/a***
10	§ 8.5	Right of First Refusal Deadline	***n/a***
		Seller's Property Disclosure	
11	§ 10.1	Seller's Property Disclosure Deadline	***n/a***
		Loan and Credit	
12	§ 5.1	Loan Application Deadline	***n/a***
13	§ 5.2	Loan Objection Deadline	***n/a***
14	§ 5.3	Buyer's Credit Information Deadline	***n/a***
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	***n/a***
16	§ 5.4	Existing Loan Documents Deadline	***n/a***
17	§ 5.4	Existing Loan Documents Objection Deadline	***n/a***
18	§ 5.4	Loan Transfer Approval Deadline	***n/a***
		Appraisal	
19	§ 6.2	Appraisal Deadline	***n/a***
20	§ 6.2	Appraisal Objection Deadline	***15 days MEC***
		Survey	
21	§ 9.1	Current Survey Deadline	***15 days MEC***
22	§ 9.2	Current Survey Objection Deadline	***20 days MEC***
		Inspection and Due Diligence	
23	§ 10.2	Inspection Objection Deadline	***7 days MEC***
24	§ 10.3	Inspection Resolution Deadline	***10 days MEC***
25	§ 10.5	Property Insurance Objection Deadline	***10 days MEC***

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26	§ 10.6	Due Diligence Documents Delivery Deadline	***7 days MEC***
27	§ 10.7	Due Diligence Documents Objection Deadline	***10 days MEC***
28	§ 10.8	Environmental Inspection Objection Deadline	***10 days MEC***
29	§ 10.8	ADA Evaluation Objection Deadline	***n/a***
30	§ 11.1	Tenant Estoppel Statements Deadline	***n/a***
31	§ 11.2	Tenant Estoppel Statements Objection Deadline	***n/a***
		Closing and Possession	
32	§ 12.3	**Closing Date**	***45 days MEC***
33	§ 17	Possession Date	***45 days MEC***
34	§ 17	Possession Time	***n/a***
35	§ 28	**Acceptance Deadline Date**	***n/a***
36	§ 28	**Acceptance Deadline Time**	***n/a***
37	***n/a***	***n/a***	***n/a***
38	***n/a***	***n/a***	***n/a***

Note: Applicability of Terms.
Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision in **Dates and Deadlines** (§ 3), including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	***$11,000.00***	
2	§ 4.3	Earnest Money		***$1,000.00***
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6	***n/a***	***n/a***		
7	***n/a***	***n/a***		
8	§ 4.4	Cash at Closing		***$10,000.00***
9		**TOTAL**	***$11,000.00***	***$11,000.00***

4.2. Seller Concession. Seller, at Closing, shall credit, as directed by Buyer, an amount of $ ***n/a*** to assist with any and all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of ***check***, shall be payable to and held by ***RE/MAX Alliance*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer shall be entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions, i.e., Earnest Money Release form, within three days of Seller's receipt of such form.

08/16/2013

4.4. Form of Funds; Time of Payment; Funds Available.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Available Funds. All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Lender Property Requirements. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.1 shall not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

6.2. Appraisal Condition. The applicable Appraisal provision set forth below shall apply to the respective loan type set forth in § 4.5.3, or if a cash transaction, i.e. no financing, § 6.2.1 shall apply.

6.2.1. Conventional/Other. Buyer has the sole option and election to terminate this Contract if the Property's valuation, determined by an appraiser engaged on behalf of ***n/a*** is less than the Purchase Price. The appraisal shall be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by ☐**Buyer** ☐**Seller**. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. EVIDENCE OF TITLE AND ASSOCIATION DOCUMENTS.

7.1. ☒ **Seller Selects Title Insurance Company** If this box is checked, Seller shall select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller shall furnish to Buyer a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked ☐ an **Abstract** of title certified to a current date. Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

7.2. ☐ **Buyer Selects Title Insurance Company**. If this box is checked, Buyer shall select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer shall furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 7.1 or § 7.2 is checked, § 7.1 applies.

7.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Shall** ☒ **Shall Not** commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is

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recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing (OEC). **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

7.3.1. Premium for OEC. If the title insurance company agrees to provide an endorsement for OEC, any additional premium expense to obtain an endorsement for OEC shall be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

7.4. Buyer's Right to Review Title Commitment and Title Documents. Buyer has the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.5), and if not satisfactory to Buyer, Buyer may exercise Buyer's rights pursuant to § 8.1.

7.5. Copies of Exceptions. Unless the box in § 7.2 is checked (Buyer Selects Title Insurance Company) on or before **Record Title Deadline** (§ 3), Seller, at Seller's expense, shall furnish to Buyer and ***n/a***, (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be furnished, and if this box is checked ☒ **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before **Exceptions Request Deadline** (§ 3). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The Abstract or Title Commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (collectively, Title Documents).

7.5.1 Existing Abstracts of Title. Seller shall deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession on or before **Record Title Deadline** (§ 3).

7.6. Homeowners' Association Documents. Homeowners' Association Documents (Association Documents) consist of the following:

7.6.1. All Homeowners' Association declarations, bylaws, operating agreements, rules and regulations, party wall agreements.

7.6.2. Minutes of most recent annual owners' meeting.

7.6.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.6.1, 7.6.2 and 7.6.3, collectively, Governing Documents).

7.6.4. The most recent financial documents which consist of: (1) annual and most balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, and (4) reserve study, if any (collectively, Financial Documents).

7.6.5. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.6.6. Association Documents to Buyer.

☐ **7.6.6.1. Seller to Provide Association Documents.** Seller shall cause the Association Documents to be provided to Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).

☐ **7.6.6.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.

7.6.6.3. Seller's Obligation. Seller's obligation to provide the Association Documents shall be fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

Note: If neither box in this § 7.6.6 is checked, the provisions of § 7.6.6.1 shall apply.

7.6.7. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**

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Date (§ 3), Buyer's Notice to Terminate shall be received by Seller on or before **Closing** (§ 12.3). If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.5.

8. RECORD TITLE AND OFF—RECORD TITLE.

8.1. Record Title. Buyer has the right to review and object to any of the Title Documents (Right to Object to Title, Resolution) as set forth in § 8.3. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If Buyer objects to any of the Title Documents, Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before **Record Title Objection Deadline** (§ 3). If Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be delivered to Buyer. Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before ten days after receipt by Buyer of the following documents: (1) any required Title Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.1 (Record Title), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

8.2. Off—Record Title. Seller shall deliver to Buyer, on or before **Off—Record Title Deadline** (§ 3), true copies of all existing surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 13), in Buyer's sole subjective discretion, shall be received by Seller on or before **Off—Record Title Objection Deadline** (§ 3). If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.2 (Off—Record Title), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection on or before **Off—Record Title Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge. Unless disclosed in writing, Seller represents and warrants that there are no Off-Record Matters.

8.3. Right to Object to Title, Resolution. Buyer's Right to Object to Title shall include, but not be limited to those matters set forth in §§ 8.1 (Record Title), 8.2 (Off—Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion (collectively, Right to Object to Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer shall have the option to either (1) object to the condition of title, or (2) terminate this Contract.

8.3.1. Title Resolution. If Seller receives Buyer's Notice of Title Objection, as provided in § 8.1 (Record Title) or § 8.2 (Off—Record Title), on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline** (§ 3), this Contract shall terminate on the expiration of **Title Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection, (i.e., Buyer's written notice to waive objection to such items and waives the right to terminate for that reason), on or before expiration of **Title Resolution Deadline** (§ 3).

8.3.2. Right to Terminate — Title Objection. Buyer has the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off—Record Title Objection Deadline** (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.5. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property, or a

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right to approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract shall then terminate.

8.6. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record Title Objection Deadline** (§ 3) and **Off—Record Objection Deadline** (§ 3)].

9. CURRENT SURVEY REVIEW.

9.1. Current Survey Conditions. If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract, and ***Selling Broker*** shall receive a Current Survey, i.e., Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before **Current Survey Deadline** (§ 3). The Current Survey shall be certified by the surveyor to all those who are to receive the Current Survey.

☒ **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, ☐**Seller** ☒**Buyer** shall order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

☐ **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, shall be an ☐ **Improvement Survey Plat** ☐ ***n/a***. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey shall be as follows: ***n/a***

9.2. Current Objection. Buyer has the right to review and object to the Current Survey. Buyer has the Right to Terminate under § 25.1, on or before the **Current Survey Objection Deadline** (§ 3), if the Current Survey is not timely received by Buyer or based on any unsatisfactory matter with the Current Survey, notwithstanding § 8.2 or § 13.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Inspection Objection. Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults". Seller shall disclose to Buyer, in writing, any latent defects actually known by Seller. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property, e.g. heating and plumbing, (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 3):

10.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.2.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

Buyer has the Right to Terminate under § 25.1, on or before **Inspection Objection Deadline** (§ 3) if the Property or Inclusions are unsatisfactory, in Buyer's sole subjective discretion.

10.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** (§ 3),and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 3), this Contract shall terminate on **Inspection Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or

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before expiration of **Inspection Resolution Deadline** (§ 3).

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**(§ 3):

10.6.1. All contracts relating to the operation, maintenance and management of the Property:

10.6.2. Property tax bills for the last years;

10.6.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

10.6.4. A list of all Inclusions to be conveyed to Buyer;

10.6.5. Operating statements for the past years;

10.6.6. A rent roll accurate and correct to the date of this Contract;

10.6.7. All current leases, including any amendments or other occupancy agreements, pertaining to the Property (Leases);

10.6.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

10.6.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past ***n/a*** years;

10.6.10. Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.2);

10.6.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

10.6.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

10.6.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

10.6.14. Other Documents: ***n/a***.

10.7. Due Diligence Documents Conditions. Buyer has the right to review and object to Due Diligence Documents, zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property (Zoning), in Buyer's sole subjective discretion, and has the right to object if Seller fails to deliver to Buyer all Due Diligence Documents. Buyer shall also have the unilateral right to waive any condition herein.

10.7.1. Due Diligence Documents Objection. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory matter with the Due Diligence Documents, in Buyer's sole subjective discretion. If all Due Diligence Documents under § 10.6 are not received by Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3), then Buyer has the Right to Terminate under § 25.1 on or before the earlier of ten days after **Due Diligence Documents Objection Deadline** (§ 3) or Closing.

10.7.2. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory zoning, in Buyer's sole subjective discretion.

10.7.3. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of the current well permit.

☒ There is **No Well**.

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Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.8. Due Diligence — Environmental, ADA. Buyer shall have the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒**Buyer** shall order or provide ☒ **Phase I Environmental Site Assessment**. ☒ **Phase II Environmental Site Assessment**. (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or ☐ ***n/a***, at the expense of ☐**Seller** ☒**Buyer** (Environmental Inspection). In addition, Buyer may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations shall be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** (§ 3) shall be extended by days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) shall be extended a like period of time. Buyer shall have the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion. Buyer shall have the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller shall not amend, alter, modify, extend or cancel any of the Leases nor shall Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller shall obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline** (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of such occupant's or tenant's lease and any amendments (Lease) stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline** (§ 3). Buyer shall also have the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer shall cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender shall be required to provide the Closing Company in a timely manner all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions. Such Closing Instructions ☐**Are** ☒**Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by ***the Title Company***.

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12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient ***special warranty*** deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title** (§ 8.1),

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.2) and **Current Survey Review** (§ 9),

13.4. Inclusion of the Property within any special taxing district, and

13.5. Other ***n/a***.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services shall be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be paid by ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller** ☒**None**. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) shall be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒**None**.

15.4. Local Transfer Tax. ☐ **The Local Transfer Tax** of ***n/a*** % of the Purchase Price shall be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐**None**.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, shall be paid at Closing by ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller** ☒**None**. The Private Transfer fee, whether one or more, is for the following association(s): ***n/a*** in the total amount of % of the Purchase Price or $ ***n/a***.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed:
$ ***n/a*** for ☐ Water Stock/ Certificates ☐ Water District
$ for ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a*** and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **None**.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction shall be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **None**.

16. PRORATIONS. The following shall be prorated to **Closing Date** (§ 3), except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing**
☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, or ☐ **Other** ***n/a***.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐**Accrued**. At Closing, Seller shall transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller shall assign to Buyer all Leases in effect at Closing and Buyer shall assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association

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Assessments) paid in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** (§ 3) by the Association shall be the obligation of ☐**Buyer** ☐**Seller** . Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, shall be the obligation of Seller. Seller represents that the Association Assessments are currently payable at $ ***n/a*** per ***n/a*** and that there are no unpaid regular or special assessments against the Property except the current regular assessments and ***n/a*** Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and ***n/a***.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

17. POSSESSION. Possession of the Property shall be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3), subject to the following leases or tenancies:

n/a.

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of $ ***n/a*** per day (or any part of a day notwithstanding § 18.1.) from **Possession Date**(§ 3) and **Possession Time** (§ 3) until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ **Shall** ☒ **Shall Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK—THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller shall be obligated to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit will not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of Buyer, Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever shall be earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer will be entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit shall not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, shall survive Closing. Seller and Buyer are aware of the existence of pre—owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before

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Closing Date (§ 3), based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk—Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty shall be borne by the party entitled to the growing crops as provided in § 2.5.5 and such party shall be entitled to such insurance proceeds or benefits for the growing crops

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 shall apply <u>unless the box in § 21.1.1. is checked</u>. All Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money shall be SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interplead the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23).

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25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter, document or condition as satisfactory and waived the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing shall survive the same.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery. All notices must be in writing, except as provided in § 27.2. Any document, including a signed document or notice, from or on behalf of Seller, and delivered to Buyer shall be effective when physically received by Buyer, any signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2. Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller shall be effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2.

27.2. Electronic Delivery. As an alternative to physical delivery, any document, including any signed document or written notice, may be delivered in electronic form only by the following indicated methods:
☒ **Facsimile** ☒ **E-mail** ☐ **Internet** ☐ **No Electronic Delivery**. If the box "No Electronic Delivery" is checked, this § 27.2 shall not be applicable and § 27.1 shall govern notice and delivery. Documents with original signatures shall be provided upon request of any party.

27.3. Choice of Law. This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Record Title and Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of Water** (§ 10).

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

a. Buyer is aware that there is no water, sewer, gas or electrical service available at the property.

b. The City of Westminster has capped a water well in the northeast corner of the property in accordance with State of Colorado regulations and requirements. Buyer shall be provided with the following documents pursuant to the Due Diligence Documents portion of the contract (paragraph 10.7): (1) Letter to Mr. Dave McElhaney dated 6/3/10 pertaining to a request for abandonment of the well from the Division of Water Resources; (2) Abandonment Affidavit from Shaw Heights Water

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District dated April 9, 2009; Well Abandonment Reports fror well Permit Numbers 6111R and 6112R; drawing from Velocity Constructors with the location of the well access. Buyer is required to acknowledge all documents and provide with the offer on the property.

c. Listing agent shall create a calendar of actual dates and deadlines within 48 hours of acceptance, and provide to all parties to the transaction.

31. ATTACHMENTS.

31.1. The following attachments **are a part** of this Contract: ***n/a***

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract: ***a. Definitions of Working Relationships (Buyer and Seller)***
b. Change of Status (seller)

SIGNATURES

08/16/2013

Thomas J Infantino, President

BUYER'S SIGNATURE

Initials

Save Font Clear

Save Select Signature Font Clear

Buyer: ***Hyland Creek Homeowners Association Thomas J. Infantino, President***

Address:
Phone: Fax:
Electronic Address: ***tomi@h2net.net***

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

SELLER'S SIGNATURE

Initials

Save Font Clear

Save Select Signature Font Clear

Seller: ***City of Westminster***

Address:
Phone: Fax:
Electronic Address: ***dstriete@cityofwestminster.us***

32. COUNTER; REJECTION. This offer is ○ **Countered** ○ **Rejected**. ○ (clear selection)
Initials only of party (Buyer or Seller) who countered or rejected offer

You will be able to view the Initials Boxes once you have clicked on Countered or Rejected.

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Seller's Agent** ☒ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status.**

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** ***n/a***

Brokerage Firm's Name: ***RE/MAX Alliance***

Tamara Camalick Date: ***8/6/2013***

Broker's Name: ***Tamara Camalick***
Address: ***9737 Wadsworth Pkwy Westminster, CO 80021***
Ph: ***303-420-8800*** Fax: ***720-889-9281*** Email: ***tammy@tammycamalick.com***

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker ○ **Does** ◉ **Does Not** ○ (n/a) acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with the Seller as a ○ **Seller's Agent** ○ **Buyer's Agent** ◉ **Transaction-Broker** ○ (n/a) in this transaction. ☑ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ◉ **Seller** ○ **Buyer** ○ **Other**
n/a save
Brokerage Firm's Name: ***Re/MAX Alliance***

Broker's Name: Tamara Camalick Date: ***8/6/2013***
Tamara Camalick
Address: ***9737 Wadsworth Parkway Westminster, CO 80031***
Ph: 303-420-8800 Fax: 720-889-9281 Email: tammy@tammycamalick.com

CBS4-9-12. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)
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WESTMINSTER

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Water Supply Model Update Contract

Prepared By: Josh Nims, Senior Water Resources Engineer
Sharon I. Williams, Water Resources Engineering Coordinator

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to execute a sole source contract with Hydros Consulting, Inc. in the amount of $126,150 for updating the water supply planning model and authorize a contingency of $5,000 for a project budget of $131,150.

Summary Statement

- The City requires expert engineering consultation specializing in water rights and water modeling to develop water supply yield projections, and to protect the City's water supply.

- The City's water supply model is called the "Clear Creek Water Planning Model" (CCWPM). It is a river basin planning model that incorporates Colorado water rights law, historical hydrology, climate and diversion data. Staff utilize this proprietary water supply planning model in order to assess water system yield, analyze operational scenarios, evaluate supply alternatives, and investigate water rights/water system proposals and impacts.

- This project involves a significant upgrade of CCWPM that will modernize the model structure, update the model data and operational information, and develop an operations decision support tool.

- There is a limited pool of firms that perform these specialized, unique services, and of those firms, the number is further limited due to conflict of interest and availability.

- Staff recommends awarding the sole source contract to Hydros Consulting based on their qualifications, previous experience doing modeling work for the City, and their ability to meet the City's required project schedule. Hydros Consulting has previously performed excellent work for the City and brings the expertise and quality of performance we need. Their hourly fees are competitive with other firms, based on similar contracts Staff is familiar with.

- Funding for this project was adopted in the 2013 and 2014 budgets.

Expenditure Required: $131,150

Source of Funds: Utility Fund Capital Improvement
– Water Supply Development Capital Account

Policy Issue

Should the City execute a sole source contract with Hydros Consulting for upgrading the City's water supply planning model?

Alternative

City Council could choose not to proceed with a sole source contract with Hydros Consulting and could choose to competitively bid this work with other engineering firms. This is not recommended because there is a limited number of firms that perform these specialized, unique services, and, of those firms, the pool is further limited due to conflict of interest issues and availability. Hydros Consulting fits the City's needs due to having the expertise, quality of performance, no conflicts, and availability. In addition, Hydros Consulting has worked for a number of years with the City on the Standley Lake water quality models and continues to provide the City with high level service.

Background Information

Since 1985, Staff have utilized water supply planning models in order to help plan, develop, and protect water supply for the beneficial use of the City's customers. The City's proprietary custom model is called the "Clear Creek Water Planning Model" (CCWPM) and is a river basin planning model that incorporates historical hydrology, climate and diversion data. This model simulates the operation of all major water rights diversions on Clear Creek on a daily basis, operates the major water systems of various Clear Creek water users and performs a detailed operation of Standley Lake. This model distributes the available water in Clear Creek to water users according to Colorado's water right priority system.

The model is a planning tool used primarily to assess water system yield, analyze operational scenarios, evaluate supply alternatives, and investigate water rights/water system proposals and impacts. As such, the model needs to be continually updated and revised to incorporate new facilities, water rights agreements, operating assumptions, changes in water rights administration, and climate change research.

This project will perform these updates and will modernize the model structure, evaluate assumptions and upgrade CCWPM into a manageable, transparent tool that can be more readily used and relied on by the City. Furthermore, this project will develop a decision support operations tool based on CCWPM to evaluate current conditions in Clear Creek and help inform City staff as to likely calling rights, diversion rates, exchange potential, delivery obligations, and other operational constraints that are likely to occur at different times of the year and under varying hydrologic conditions.

Staff is proposing to utilize Hydros Consulting, Inc. to update the City's water supply model. Hydros is very qualified to perform these specialized, unique services, and has the expertise and demonstrated experience, personnel and judgment to successfully accomplish the project. Hydros does not have conflict of interest issues and has availability to perform the work.

In addition, Hydros has worked with and has familiarity with the City and has an in-depth understanding of Standley Lake and the City's water supply. Specifically, Hydros has worked for a number of years with the City on the Standley Lake water quality models, including developing the Watershed Analysis Risk Management Framework (WARMF) model and linking it to the Standley Lake Eutrophication Model to understand watershed and lake water quality dynamics.

Hydros is familiar with safeguarding confidential and proprietary information shared by the City and providing quality work while keeping the best interest of the City in mind.

As shown below, Hydros' fees are competitive compared to prevailing rates for similar services in the Denver area market. The ranges of rates for engineering services were recently submitted to the City as part of a request for proposals.

	Hourly Rate Range
HDR	$71 to $220
Hatch Mott MacDonald	$80 to $200
Carollo Engineers	$90 to $226
Hydros Consulting	**$75 to $189**

Adequate funding for this project is available from the Utility Fund Capital Improvements Program, Water Supply Development project account.

This contract will assist in meeting the City's goals of Financially Sustainable City Government Providing Exceptional Services, Safe and Secure Community, Vibrant Neighborhoods in One Livable Community and Beautiful and Environmentally Sensitive City because it ensures efficient and cost-effective external services and secures and develops the long term water supply of the City.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: 2014 Reclaimed Water System Master Plan Update Contract

Prepared By: Brenley McKenna, Reclaimed Water Coordinator
Sharon I. Williams, Water Resources Engineering Coordinator

Recommended City Council Action

Execute a professional services agreement with Hatch Mott MacDonald to prepare a Reclaimed Water System Master Plan Update for a cost not to exceed $286,360 and authorize a 10 percent contingency of $28,636 for a total project budget of $314,996.

Summary Statement

- The City of Westminster has a long history of excellence in water resource stewardship. The City's reclaimed water system is a key part of this portfolio of infrastructure that will ensure ample water resources for the future.

- The existing master plan update was completed in 2006. This project identified major expansions in pumping, treatment and storage capacity. Many of the recommended improvements from the 2006 update have been implemented, including the raw water interconnect, the high service pump station, and many new service connections.

- The 2014 Reclaimed Water Master Plan update will build upon previous work, focusing on improvements to the distribution infrastructure, reliability, and storage.

- Hatch Mott MacDonald was selected as the most qualified firm in a competitive process. They have an in-depth understanding of reclaimed water systems in Colorado and have demonstrated success working in a collaborative environment with City Staff on numerous other projects.

- Staff has negotiated with Hatch Mott MacDonald for a price and scope of work that will produce a Reclaimed Water System Master Plan Update that will build on the previous master plan in 2006. This new master plan will create a valuable planning tool for capital improvements in the short term and long term time frame.

- There are sufficient funds budgeted to complete the project.

Expenditure Required: $314,996

Source of Funds: Utility Fund Capital Improvements – Reclaimed Distribution System Improvements

Policy Issue

Should the City award a contract to Hatch Mott MacDonald for completing the Reclaimed Water Master Plan Update?

Alternatives

1. City Council could decline to approve the contract and place the project on hold. This alternative is not recommended as delaying or not completing the Reclaimed Water System Master Plan Update would restrict the City's water supply planning efforts by not having the information needed to make budget decisions for capital improvement projects for both the short and long term.

2. As an alternative to awarding the contract to Hatch Mott MacDonald, City Council could choose to award the contract to one of the other consultants who submitted proposals; however, this is not recommended as Staff believe that Hatch Mott MacDonald provides the best quality and value for this project. This firm also has a history of successful projects related to the City's infrastructure and has presented a comprehensive, cost competitive approach.

3. A third alternative is to produce the Reclaimed Water Master Plan Update in-house. Additional staff resources would need to be committed to this effort, and those resources are not currently available. In addition, Hatch Mott MacDonald has more experience completing complex Master Plans.

None of these alternatives are recommended by Staff.

Background Information

Reclaimed water is a valuable source of water supply, the development of which is critical to meeting Westminster's water demands, as detailed in the Comprehensive Water Supply Plan. The City has operated a state of the art reclaimed water program since 2000. In 2012, over 1,900 acre-feet of reclaimed water was delivered to customers, saving enough potable water to serve over 4,500 homes for a year. At build-out, it is anticipated that the reclaimed water system will deliver 3,500 acre-feet of water a year and comprise more than 10% of the City's total water supply.

Since the City's reclaimed water program began in 2000, Master Plans have been completed periodically to identify necessary improvements and expansions. Most recently, the 2006 Extended Reclaimed Water Master Plan identified specific improvements to help the City meet the goal of 3,500 acre-feet per year at build-out. Many of the recommendations from the 2006 Master Plan have been successfully implemented, including the raw water interconnect, additional storage, a high service pump station and new service connections.

To date, the reclaimed water treatment facility has seen a peak demand of over 6 million gallons per day (MGD) during the irrigation season. The full capacity of 10 MGD will be needed to meet demand at build-out. In order to optimize the use of the full 10 MGD capacity, a new master planning project is needed to develop recommendations for the next major phase of reclaimed water system development. This project will yield a plan for the City to maximize the use of the reclaimed water supply in a sustainable and cost-effective way.

Key elements of the Reclaimed Water System Master Plan Update project will be:

- An engineering evaluation of the current system of tanks and pipelines that store and serve reclaimed water;
- Development of recommendations for improvements and expansions in order to optimize the number of customers and irrigated acres able to be service by reclaimed water at build-out;
- Assess the condition, operability, and resiliency of the current distribution system and recommend improvements to ensure a robust and stable system for the future;

- Build on the results of the 2006 master plan assessment of potential new customers and develop a phased approach to constructing new connections; and
- Establish a schedule of short- and long-term capital improvement projects necessary to optimally build out the reclaimed water distribution system.

Results and findings from the Reclaimed Water System Master Plan Update will be presented to City Council at the conclusion of the project.

To select a consulting firm for this project, a request for proposals was issued on August 20, 2013. Four firms were sent information and three firms' submitted proposals. The three proposals were evaluated by Staff based on the following criteria:

- Approach that clearly indicates understanding of the project scope and the City's goals and expectations;
- Firm's specialized experience in projects of similar size, scope and complexity;
- Recent project experience in Colorado region on similar work; and
- Positive reference feedback regarding past project performance and the performance of individuals proposed for the project, including experience and availability of each of the members of the team.

The three consultants that submitted proposals and hourly rate ranges for their key staff were as follows:

HDR	$71 to $220
Hatch Mott MacDonald	$80 to $200
Carollo Engineers	$90 to $226

Hatch Mott MacDonald was scored highest by Staff based on all evaluation criteria, and their hourly rates are competitive. The firm has demonstrated expertise and a positive tract record providing master plans for other municipalities and have local staff available to work in a collaborative environment.

Engineering fees from the proposals received ranged from $213,771 to 279,170, not including a 10% contingency. Of the firms that proposed, the Hatch Mott MacDonald approach and team experience were the best and most qualified for the project and their level of effort and overall fee are competitive for the desired project scope of work. In Staff's opinion, retaining Hatch Mott MacDonald will result in the most successful Reclaimed Water System Master Plan Update. Hatch Mott MacDonald's final after negotiations on scope of work is $286,360. Staff is recommending a 10% contingency of $28,636.

The development of a Reclaimed Water System Master Plan Update supports the City's Strategic Plan goals of "Financially Sustainable City Government Providing Exceptional Services" by providing efficient and cost-effective services and by contributing to the development of a secure and long-term water supply and "Beautiful and Environmentally Sensitive City" by promoting environmentally sensitive operations.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 D

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Crestview Utility Relocation Betterment Cost Approval

Prepared By: Christine Gray, Management Analyst
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize payment of $58,607, plus a 10% construction contingency in the amount of $5,861 for a total construction budget of $64,468 to the Regional Transportation District for the cost of betterments associated with the relocation of Crestview Water and Sanitation District sanitary sewers that support current and planned Westminster operations.

Summary Statement

- The City owns and operates a sanitary sewer lift station located at 80th Avenue and Clay Street. The station accepts sewer flows from the Shadow Ridge neighborhood.
- The City currently has an agreement with the Crestview Water and Sanitation District (Crestview) to divert and accept sewer flows during times of lift station maintenance, power outages, and/or other emergency situations. Diverted flows combine with and are conveyed by the Crestview sewer system to the Metro Wastewater Reclamation District.
- Because the lift station is nearing the end of its useful life, Staff has been working with Crestview to modify our existing agreement to allow permanently diverting sewer flows to their system and eliminating the lift station altogether.
- Working with Crestview, Staff completed an engineering analysis showing that permanently diverting flows can safely be accomplished if 6 bottlenecks are upsized in the Crestview sewer system.
- Life cycle analysis showed that it is more cost-advantageous to the City to upsize these segments of Crestview's system than to replace the current lift station.
- Staff is working with Crestview to formalize an Intergovernmental Agreement allowing the lift station to be eliminated and anticipates presenting this to Council for approval later this year.
- One of the sewer bottleneck areas will be relocated by RTD this month. Paying RTD for an upsize of the piping (i.e., "betterment") will be significantly less expensive than implementing a replacement project at a later time.
- Staff is requesting funds for the upsize of this pipeline segment now to realize these savings. In addition, performing this work on the Crestview sewer pipeline will continue to position the City to permanently eliminate the lift station and avoid the costs of lift station replacement.
- Staff negotiated with Denver Transit Partners (DTP) for a betterment cost of $58,607. This amount is competitive and is less than Staff's estimate of $64,000.
- Funds have been appropriated for work on this lift station and are available for this project.

Expenditure Required: $64,468

Source of Funds: Utility Fund Capital Improvements
– 80th and Clay Lift Station Elimination Project

Policy Issue

Should the City pay betterment costs to RTD in the amount of $58,607 and authorize a 10% contingency of $5,861 for a total expenditure amount of $64,468 to upsize a sewer pipeline in the Crestview Water and Sanitation District?

Alternatives

1. City Council could choose not to pay betterments to RTD and implement improvements to this section of Crestview's sanitary sewer at a later time when the IGA with Crestview is finalized. This alternative is not recommended since implementing the pipeline upsizing at a later time will cost significantly more money (estimated at $600,000). The IGA with Crestview is nearly finalized that will allow the lift station to be eliminated and the pipeline upsizing is a necessary component of that IGA. In addition, this portion of Crestview's sewer system accepts the City's 80th and Clay Lift Station flows in emergencies and during routine maintenance and implementing the betterment helps maintain this capability until the lift station elimination is completed.

2. City Council could choose to re-negotiate betterment costs with DTP. This alternative is not recommended since the costs are very competitive.

Background Information

The City owns and operates a sanitary sewer lift station located at 80th Avenue and Clay Street. This lift station accepts sanitary sewer flows from the Shadow Ridge neighborhood and is the 3rd largest lift station in the City's system. The Crestview Water and Sanitation District (Crestview) sewer system is located in close proximity to this lift station, and the City has an agreement with Crestview to divert and accept sewer flows during times of lift station maintenance, power outages, and/or other emergency situations. Diverted flows combine with and are conveyed by the Crestview sewer system to the Metro Wastewater Reclamation District.

The City has diverted flows to Crestview several times in recent years to perform lift station repairs because the lift station is old and nearing the end of its useful life. Funds to replace the lift station were incorporated as part of the 2013/2014 budget cycle. However, Staff have been working with Crestview to modify our existing agreements to allow permanently diverting sewer flows to their system and eliminating the lift station altogether. Working with Crestview, Staff completed an engineering analysis showing that permanently diverting flows is possible if 6 bottlenecks are upsized in the Crestview sewer system. Crestview has agreed to the concept of permanently accepting Shadow Ridge neighborhood sewer flows if the City upsizes their system in the bottleneck segments. <u>Life cycle analysis shows that it is more cost-advantageous to the City to upsize these segments of Crestview's system than to replace the current lift station.</u> Staff is working with Crestview to formalize an Intergovernmental Agreement (IGA) allowing the lift station to be eliminated and anticipates presenting this to Council for approval later this year.

In parallel with finalizing the IGA staff has been in discussions with RTD regarding one of the sewer bottleneck areas along 64th Avenue (see the attached map). Based on RTD's current schedule, they will begin relocating this sewer segment within a month to make space for their new commuter rail project. RTD can upsize this sewer if the City pays costs associated with this betterment. Paying RTD for an upsize of the piping will be significantly less expensive than implementing a replacement project at a later time (i.e., $60,000 versus $600,000). As such, Staff is requesting funds for the upsize of this pipeline segment now to realize these savings and position the City to permanently eliminate the lift station and avoid the costs of lift station replacement.

Staff negotiated with Denver Transit Partners (DTP) for a betterment cost of $58,607. This amount is competitive and is less than Staff's estimate of $64,000. Funds have been appropriated for work on this lift station and are available for this project.

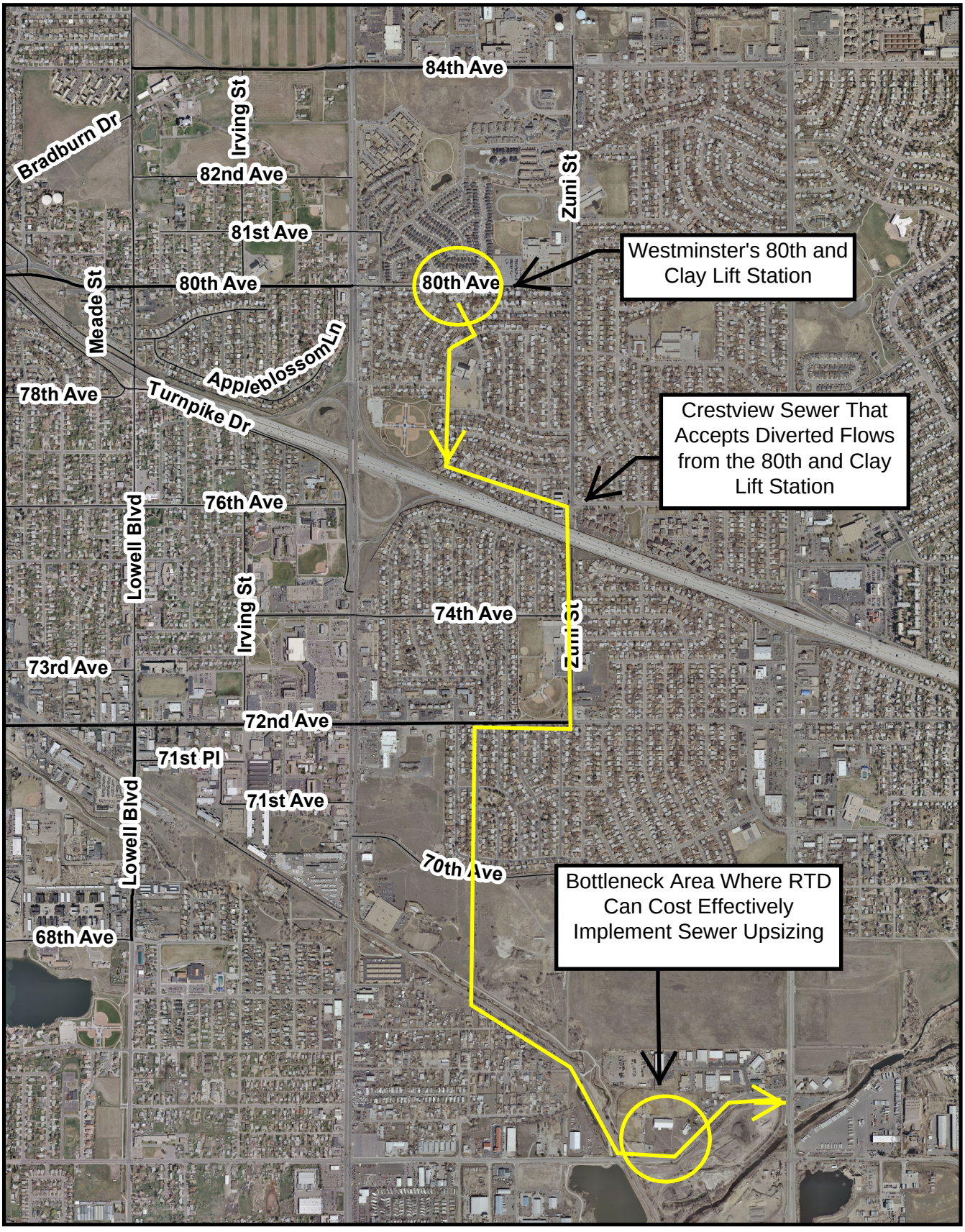
The sewer line betterment in Crestview's sewer system help achieve the City Council's Strategic Plan Goals of providing a "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods In One Livable Community" by considering the long term financial interests of the City and contributing to the objectives of well-maintained City infrastructure and facilities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Map 80th & Clay Lift Station

Westminster's 80th and Clay Lift Station Diversion Into and Through the Crestview Sewer System



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WESTMINSTER

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Special Legal Services for City Boards and Commissions

Prepared By: Hilary Graham, Deputy City Attorney
Carla Koeltzow, Deputy City Clerk

Recommended City Council Action

Authorize the City Manager to sign a contract for legal services on an as-needed basis with Williamson & Hayashi, LLC, to advise City boards and commissions when a conflict of interest prevents the City Attorney's Office from representing the board or commission in a quasi-judicial matter.

Summary Statement

- Occasionally, special counsel must be appointed to represent a City board or commission, most commonly the Special Permit & License Board (the "Board"), when a City attorney is representing City staff in a matter that is being heard by the board or commission in a quasi-judicial capacity.

- The City Attorney's Office prefers not to represent both the board or commission and City staff because of the potential for a real or perceived conflict of interest. It is more economical to pay for special counsel time to represent the board or commission than it is to hire special counsel to prepare and present the City's case.

- Mr. Dave Williamson of Williamson & Hayashi, LLC (the "Firm") has acted as special legal counsel to the Special Permit and License Board for several years and the Board would like him to continue when needed. In addition, a need for special counsel to advise various other boards or commissions, most likely the Board of Building Code Appeals, can be foreseen. As such, Staff is requesting to broaden the scope of special counsel's authorized representation.

- The proposed expenditure, not to exceed $2,000, is intended to cover these services for the next several years. The prior contract, for the same dollar amount, was entered into in May of 2010.

Expenditure Required: $ 2,000

Source of Funds: City Attorney's Office Professional Services Account

Policy Issue

Should the City retain special legal counsel to advise a City board or commission when a conflict of interest prevents the City Attorney's Office from representing both the board and City staff in a quasi-judicial matter?

Alternative

Not hire the Firm as special legal counsel, or retain special counsel only at the time needed. These alternatives are not recommended, as the Firm has extensive experience in representing various licensing authorities, including the City's Special Permit and License Board, and an ongoing contract has proven to allow for timely retention of special counsel, as needed.

Background Information

The Special Permit & License Board and the Board of Building Code Appeals are regularly advised by a member of the City Attorney's Office (CAO). However, there are times when a conflict exists that requires special counsel be appointed to represent the various boards or commissions. This generally occurs when a member of the CAO is representing City staff in a matter that is being contested by a licensee or applicant and that will be decided by the board or commission in a quasi-judicial capacity. For example, when CAO is representing the Police Department in prosecuting an alleged violation of a liquor license by the sale of alcohol to a minor and the licensee contests the violation, CAO does not also advise the Board on the matter. It is debatable whether that situation creates a real or perceived conflict of interest between the CAO attorney representing the Police Department and CAO attorney representing the decision-maker. Nonetheless, CAO prefers to avoid all appearances of impropriety by hiring special counsel to represent the Board in such situations.

The Board is comfortable working with David Williamson of the Firm, and the Board has indicated that they would like him to continue. The previous contract with Mr. Williamson is nearing its not-to-exceed dollar limit, and CAO is requesting that Council approve a new contract authorizing the appointment of Mr. Williamson on an as-needed basis. The contract sets a maximum expenditure of $2,000 which, given recent experience, should allow him to represent the Board for some time, unless an unusually long or complex proceeding would occur. His fee is one hundred seventy dollars ($170) per hour, which is extremely affordable in today's market for an attorney with his experience in municipal and liquor licensing law. Funds are available for these services in the City Attorney's Office Professional Services Account.

Approval of the special legal services agreement furthers the strategic plan goals of providing a Safe and Healthy Community and Financially Sustainable City Government Providing Exceptional Services by ensuring that the City's various boards and commissions will function efficiently so they may undertake the many important licensing and regulatory matters within their purview.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Contract for Legal Services

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2013, by and between WILLIAMSON & HAYASHI, LLC, Attorneys at Law (the "Firm") and the CITY OF WESTMINSTER, COLORADO (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.

2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish special legal services to City boards and commissions on an as-needed basis (the "Services").

2. David S. Williamson of the Firm shall be principally responsible for the Services.

3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

4. The City shall pay for the Services at an hourly rate not to exceed one hundred seventy dollars ($170) per hour.

5. This Contract may be terminated by the City with or without cause.

6. Payments pursuant to this Contract shall not exceed two thousand dollars ($2,000) without further written authorization by the City.

7. The Westminster City Council authorized this contract on October 14, 2013.

8. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the “E-verify Program”), or the employment

verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement. Further, to the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Firm certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Firm will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

The Firm shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

9. In connection with the performance of this Agreement, the Firm agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the performance of this Agreement.

10. Nothing in this Agreement shall be construed or deemed as creating a multiple-year fiscal obligation of the City. All obligations of the City pursuant to this Agreement are subject to prior annual appropriation by the City Council.

WILLIAMSON & HAYASHI, LLC

By_____

CITY OF WESTMINSTER, COLORADO

By_____

Approved as to legal form:

_____
City Attorney's Office

Rev. 04/2013

WESTMINSTER

Agenda Item 8 F

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Risk Management and Fleet Maintenance Cumulative Purchases of Over $50,000

Prepared By: Martee Erichson, Risk Manager and Jeffery Bowman, Fleet Manager

Recommended City Council Action

Determine that the public interest will be best served by approving vehicle repair cumulative purchases in 2013 with Miles Auto Service for purchases not to exceed $75,000.

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 sources vendors that provide body repair services required to maintain City of Westminster vehicles that have been damaged, on behalf of the Risk Management Division.

- Miles Auto Service is most often awarded body work performed on City vehicles that have been involved in accidents, through Fleet Maintenance. A recent review found Miles Automotive Service could exceed the $50,000 limit before year-end.

- Staff is asking for approval of purchases not to exceed $75,000 for Miles Auto Service through 2013.

- Adequate funds were previously appropriated in the 2013 Property & Liability, PST-GCORF and Fleet Maintenance Contractual Services accounts and are available for the needed purchases.

Expenditure Required: $75,000

Source of Funds: 2013 Property & Liability Fund
2013 PST-GCORF
2013 Fleet Maintenance Contractual Services

Policy Issue

Should Council approve the cumulative purchase of body repair services from Miles Auto Service that total over $50,000, but not to exceed $75,000 in 2013?

Alternative

Do not approve the expenditure 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

Risk Management and Fleet Maintenance have identified one vendor where the total cumulative purchases or expenses could exceed $50,000 for the year 2013 and thus require Council authorization. Staff is seeking approval for these expenditures for the calendar year 2013. Funds are available in the Property & Liability, PST-GCORF and Fleet Maintenance Contractual Services accounts.

Fleet Maintenance oversees service vendors that provide accident repair on City vehicles on behalf of Risk Management. The 2013 the Property & Liability, PST-GCORF and Fleet Maintenance Contractual budgets contain funds for vehicle repair services. These on-going purchases are competitively bid services that include repair for vehicles that have been damaged in operation.

To date, Risk Management and Fleet Maintenance have identified one vendor that is used on a regular basis that may accumulate over $50,000 in orders during 2013. This vendor is Miles Automotive Service. Miles Automotive Service provides quality body work on damaged vehicles. Their services during 2013 have been predominately related to repairs on Police patrol vehicles and some other light duty vehicles.

At this point in the year, staff believes that it will be purchasing additional services from Miles Automotive Services in the remainder of the year that will surpass $50,000, but not exceed $75,000. 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 Healthy Community" and "Financially Sustainable City Government Providing Exceptional Services" by meeting the following objectives: maintaining a safe fleet of vehicles and spending tax dollars in a responsible manner.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 G-H

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: The Heritage Golf Course Back 9 Land Acquisition from the Rocky Mountain Metropolitan Airport

Prepared By: Rachel Harlow-Schalk, Sr. Projects Officer

Recommended City Council Action

1. Authorize the reallocation of $240,666 from the Capital Projects Reserve, Parks Recreation and Libraries and $60,657 from the Park Renovation, Park Open Space and Trails account into the Heritage Back 9 land acquisition capital project account, all in the General Capital Improvement Fund.

2. Authorize the City Manager to enter into a purchase and sale agreement with Jefferson County for the purchase of approximately 120 acres of land currently leased from the Rocky Mountain Regional Airport for the back nine holes of the Heritage Golf Course at Westmoor in the amount of $2.36 million inclusive of closing costs of $10,800.

Summary Statement

- The Heritage Golf Course at Westmoor opened to the public in 1999. The course was constructed on land that was donated by Westfield Development, Inc., and land leased from what is now called the Rocky Mountain Metropolitan Airport (formerly the Jefferson County Airport).

- The Heritage Golf Course has been making annual lease payments for several years, which includes a payment escalator that will ultimately impact the City's long-term ability to sustain the course.

- Purchase of the property will include a covenant that restricts the property's use to a golf course or less intensive use and the Commissioner's Deed will include a reverter clause that the land be returned to the County if the condition is violated. The condition expires if the Rocky Mountain Metropolitan Airport no longer is used as an airport.

- Staff has completed negotiations with the Airport and County, and the Airport has received required FAA approvals to complete this transaction.

Expenditure Required: $2,360,800

Source of Funds: General Capital Improvement and Conservation Trust Funds
- Heritage Back 9 Land Acquisition Project

Policy Issue

Does City Council approve the purchase of approximately 120 acres from the Rocky Mountain Metropolitan Airport, an enterprise fund of Jefferson County, for the back nine holes of the Heritage Golf Course to include a covenant that the land use be a golf course or lesser use and that if the use changes to some more intense use than a golf course, the land will revert back to the County?

Alternatives

1. City Council could choose not to purchase the property and continue to the lease the property from the County. This alternative is not recommended. The City is currently paying $92,755 annually for the lease through the year 2017, and after 2017 the lease payment increases every five years resulting in an annual payment of $302,570 per year for the years 2053-2057. Paying this amount for the lease in the future will severely impact the City's ability to maintain and operate the Heritage Golf Course. Additionally, the $2.35 million purchase price is substantially less than would be spent through the long-term lease.

2. City Council could choose not to purchase the property and stop leasing the land. This would result in the closure of the back nine holes of the Heritage Golf Course. This alternative is not recommended. Since opening the Heritage Golf Course, the City has made over $2 million in infrastructure and course site improvements to maintain a full 18-hole golf course, not to mention the annual operating expenses of approximately $1.5 million. Closing the back nine would significantly impact the revenue for the Course, on-going maintenance and operations at the Course, and reduce the amenities available to players utilizing the facility.

Background Information

The City of Westminster entered into a lease agreement with the Jefferson County Airport Authority on September 15, 1997, for approximately 120 acres of land to offer a full course of play at the Heritage Golf Course at Westmoor. Essentially, the entire back nine holes of the Golf Course are on the 120 acres of leased property.

The original 30-year lease of the property included a payment schedule with an escalator that was re-negotiated in 2008. However, this renegotiation did not address the long-term impact of the escalator. The City is currently paying $92,755 annually for the lease through the year 2017; after 2017, the lease payment increases every five years resulting in an annual payment of $302,570 per year for the years 2053-2057. Paying this amount for the lease in the future will severely impact the City's ability to maintain and operate the Heritage Golf Course. Additionally, the $2.35 million purchase price is substantially less than would be spent through the long-term lease.

The City has invested in many improvements on this land, including over $1.9 million in turf and irrigation, $270,000 in a restroom located in the middle of the golf course, and over $400,000 in reclaimed water pond, aesthetics, pond improvements and pump station improvements. Additionally, the City spends approximately $1.5 million in operating expenses annually and in 2012, the Golf Course brought in approximately $1.46 million in revenue. Staff have also been pursuing an aggressive marketing campaign to continue the revenue growth at the Golf Course. Maintaining the full 18-hole course at the Heritage is an important amenity to the community and players in the Front Range.

The purchase and sale agreement includes the termination of the existing lease. A separate covenant will be recorded that restricts the land use to a golf course or lesser use and continues the aviation easement contained in the current lease. If the land use changes to some more intensive use, the land will revert back to Jefferson County. These restrictions become void if the airport is no longer used as such.

This acquisition supports the City's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" by ensuring the City is proactively responding to the potential financial impact of the Heritage Golf Course lease payment schedule escalator and in the long run, spending less money to maintain long-term play at the course. Additionally, this acquisition supports the Strategic Plan Goal of a "Beautiful and Environmentally Sensitive City" by maintaining the inventory of green space offered by the Heritage Golf Course at Westmoor.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Contract Amendment for Field Engineering Services Related to Sanitary Sewer Relocations by RTD

Prepared By: Andy Walsh, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract amendment with URS Corporation in the amount of $119,075 to provide engineering services during construction of the Appleblossom Sewer and the Little Dry Creek Interceptor Sewer Relocation Projects.

Summary Statement

- As part of the Regional Transportation District (RTD) FasTracks project, a commuter rail station and the addition of a parallel commuter rail track are being constructed in south Westminster. The construction of this project requires relocation of utilities in the area.

- City utilities that must be relocated by RTD include the Appleblossom sanitary sewer west of Federal Boulevard and portions of the Little Dry Creek interceptor sewer (LDCIS) east of Federal Boulevard.

- In March 2013 City Council authorized a contract with URS Corporation for engineering services during construction of a large City sewer project adjacent to RTD's proposed utility relocations.

- Public Works and Utilities would like to amend the URS contract to include field inspection services of RTD's construction to relocate the Appleblossom and Little Dry Creek interceptor sewers.

- URS is intimately familiar with the design and construction of sanitary sewers in the area and their team has provided successful performance to date. In addition, their staff are currently on-site and readily available for inspection of RTD's work. Continuing to use the URS team streamlines project tasks and provides the best value to the City.

- Staff negotiated a scope and competitive fee for engineering services associated with RTD's utility relocation work and is requesting approval to amend the URS contract.

- This work was contemplated as part of the budgeting process for projects in this area and sufficient funds were appropriated by City Council for this work.

- Construction of the sewers is scheduled to commence immediately and be completed in late 2014.

Expenditure Required: $ 119,075

Source of Funds: Utility Fund Capital Improvements – South Westminster TOD Utilities Project

Policy Issue

Should the City authorize a contract amendment with URS Corporation to perform construction administration services during RTD's utility relocation projects?

Alternatives

1. City Council could choose to request proposals for the construction administration services for the sewer relocations. This is not recommended as Staff believes that URS Corporation provides the best value for this project. Furthermore, URS was originally selected through a competitive bid process for design services that anticipated construction services and their project team is familiar with the Appleblossom sewer and LDCIS since URS performed preliminary designs of these sewers. Their knowledge during construction of these sewers will streamline project tasks.

2. City Council could choose not to have engineering and inspection services for RTD's utility relocation work. This is not recommended because inspection helps ensure that the new utilities will meet City standards and be installed in ways that provide long-term, quality service to the City and our customers.

Background Information

As part of the FasTracks Northwest Electrified Segment, RTD will be constructing a commuter rail and station near Federal Boulevard and 71st Avenue in south Westminster. The introduction of the new commuter rail and station requires relocation of utilities in the area. The two City utilities to be relocated by RTD include:

1. The Appleblossom sewer – The proposed Appleblossom sewer west of Federal Boulevard consists of approximately 2,100 feet of 8 to 21-inch sewer and will be combined with two other sewers in the area. This sewer is required to be relocated by RTD as it is in direct conflict with the proposed commuter rail platform. The relocation work is of particular benefit to the City because this sewer is in poor condition with inadequate capacity at build-out of the City.

2. Portions of the Little Dry Creek interceptor sewer (LDCIS) - The proposed LDCIS relocation east of Federal Boulevard consists of approximately 2,700 feet of 36-inch sewer and is a major sewer interceptor serving about one-fifth of the southern portion of the City. This sewer is required to be relocated by RTD due to its proximity to the proposed commuter rail track. Like the Appleblossom sewer, relocating this sewer is of particular benefit to the City because this sewer is in poor condition with inadequate capacity at build-out.

URS was awarded a contract by City Council in September of 2011 for design of a high priority segment of the LDCIS between Lowell Boulevard and Federal Boulevard. In March of 2013, City Council awarded URS a contract amendment for engineering services during construction. This project is currently under construction and is approximately 70% complete. Council approval for a second contract amendment with URS Corporation is requested for additional scope including engineering services during RTD's construction work on the two projects described above. Staff recommends continuing work with the URS team because their performance has been successful, cost of services is competitive and they are currently providing successful construction administration services for the City. For these reasons, Staff negotiated a scope of work and competitive fee with URS for engineering services during RTD's construction work to relocate the City's two sewers and recommends that City Council approve a contract amendment in the amount of $119,075. This contract amendment represents roughly 10% of RTD's anticipated total project cost for these sewers and Staff feels that this fee is competitive for the scope of work requested.

Project funds were planned, budgeted, and are available for these expenditures. Construction of the Appleblossom sewer is scheduled to commence immediately and construction of the LDCIS is anticipated to begin the first quarter of 2014. Completion of both sewers is expected by late 2014.

City Council's action on this item addresses three Strategic Plan Goals: Safe and Healthy Community, Vibrant Neighborhoods in One Livable Community and Beautiful and Environmentally Sensitive City. These goals are supported by positive redevelopment in Westminster, contributing to the objectives of well-maintained City infrastructure and facilities, and providing sewer service with reduced risk of system failures.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 J-K

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Intergovernmental Agreement with the City and County of Broomfield re Lowell Boulevard, City Park Channel and 120th Avenue Improvements

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

1. Authorize the City Manager to sign an Intergovernmental Agreement (IGA) between the City and County of Broomfield and the City of Westminster for the Lowell Boulevard, 120th Avenue to 124th Avenue Project; the 120th Avenue FASTER Project; and the City Park Channel, Phase II Project.

2. Authorize the expenditure of $289,000 for right-of-way acquisition from the New Development Participation Capital Improvement Project (CIP) with a reimbursement to this account to occur in January 2014 from funds appropriated for this expense in the Amended 2014 CIP Budget.

Summary Statement

- The City and County of Broomfield has been designing proposed improvements to Lowell Boulevard from 120th Avenue to 124th Avenue over the past several years. A portion of this roadway improvement project located adjacent to the Metzger Farm Open Space is within the boundaries of the City of Westminster and, therefore, $1,700,000 of the total expected project cost of $8,995,458 is Westminster's responsibility.

- In addition to the Lowell Boulevard Project, the Colorado Department of Transportation (CDOT) is currently designing proposed improvements to 120th Avenue approximately 1,000 feet to the east and west of Lowell Boulevard. The terms of this project require Broomfield to participate in the total cost of the project in the amount of $220,000. Westminster requested that additional elements of scope be added to this FASTER project. To accomplish this additional work, Westminster will need to split the Broomfield share of the cost for this project thus making the City's contribution $110,000.

- The final major provision of this IGA is the cost sharing of Phase 2 of the City Park Channel Project. Phase 1 of the City Park Channel improvements was completed in November 2008. The second phase of this project has been delayed for the past several years due to a lack of funding from both cities. The Phase 2 project, now proposed to be constructed in 2016, would complete the channel improvements from Lowell Boulevard to Big Dry Creek. No specific, future funding agreements for the Phase 2 project are defined in this IGA other than a commitment to request funding from the Urban Drainage and Flood Control District (UDFCD) in the coming years.

Expenditure Required: $110,000 (2013), $289,000(2014), $425,000(2015), $425,000(2016), $425,000(2017), $425,000(2018)

Source of Funds: General Capital Improvement Fund
- New Development Participation Project and Lowell Boulevard Project

Policy Issue

Is it beneficial for the City to enter into an Intergovernmental Agreement with the City and County of Broomfield relating to the Lowell Boulevard, 120th Avenue to 124th Avenue Project; the 120th Avenue FASTER Project; and the City Park Channel, Phase 2 Project?

Alternative

The City Council could choose not to enter into this IGA with the City and County of Broomfield. Staff does not recommend this action since the proposed IGA equitably and fairly defines funding shares for these important projects that both entities have wanted to construct for the past several years.

Background Information

The City and County of Broomfield began the design of improvements to Lowell Boulevard from 120th Avenue north to 124th Avenue in 2008. At that time, Broomfield staff asked Westminster staff to participate in the cost of this project since a portion of this road adjacent to the Metzger Farm Open Space is within the City of Westminster. This project will widen Lowell Boulevard from 2 to 4 through lanes between 120th Avenue and 124th Avenue and install sidewalks as well as a pedestrian underpass at about 121st Avenue. This project was delayed due to a lack of funding but has now been scheduled for construction by Broomfield in 2014 with completion anticipated in the Fall of 2014. Staff negotiated the terms of this agreement to allow the City to budget its share ($1.7M) of the project costs in 2015, 2016, 2017 and 2018 ($425K in each year) subject to annual appropriations by the City Council. Broomfield staff has agreed with this funding proposal. In addition to the $1.7M, the City is obligated to purchase the right-of-way for the project from the Metzger Foundation. This obligation is a prior commitment outlined in the fully executed IGA relating to the purchase of the Metzger Farm Open Space property. Funding for this expense ($289K) has already been appropriated in 2013. The total cost of this project is estimated to be $8,995,458, and Westminster's share of $1,989,000 ($1.7M + $289K) has been reviewed and approved to by Broomfield staff. Staff believes this cost sharing to be equitable and fair.

The second project identified in this IGA is the design and construction of 120th Avenue approximately 1,000 feet east and west of Lowell Boulevard. The Colorado Department of Transportation is designing and constructing this project with funding coming from the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) program and participation from the City and County of Broomfield. The City of Westminster requested an expansion of the scope of this project to include raised medians east of the 120th Avenue and Lowell Boulevard intersection as well as the addition of a third through lane for east-bound traffic. Because of this scope change, staff was asked to share in the participation that Broomfield is required to provide to the project, or $110,000. Since the improvements that City staff requested are estimated to cost approximately $200,000, Staff believes this proposal is very advantageous to the City. This project will commence in spring 2014 and be completed by fall of 2014. This project will construct double left turn lanes in all four quadrants of the intersection plus detached sidewalks.

In February 2006, the Urban Drainage and Flood Control District, the City and County of Broomfield and the City of Westminster entered into an IGA for the design and construction of the City Park Channel, Phase 1 project. The Phase 1 project included the construction of a bridge over City Park Channel at Lowell Boulevard south of 120th Avenue as well as channel improvements approximately 1,000 upstream and downstream of Lowell Boulevard. Construction of the Phase 1 project was completed in November 2008. An amendment to this IGA was agreed to in August 2009 relating to the design and construction of the City Park Channel, Phase 2 project. This Phase 2 project includes completing the channel improvements from the end of the Phase 1 work downstream to the east to its confluence with Big Dry Creek. The Phase 2 project never advanced beyond preliminary design due to a lack of funding. Staff will apply for funding from the UDFCD in hopes of constructing this project in 2016.

The City Attorney's office has reviewed and approved the attached IGA, and Staff recommends approval based of all terms in the agreement being fair and reasonable.

All of these projects support the City's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Intergovernmental Agreement with Exhibits A - I

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND THE CITY OF WESTMINSTER PROVIDING FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF LOWELL BOULEVARD BETWEEN 120TH AVENUE AND 124TH AVENUE AND CITY PARK CHANNEL

1.0 PARTIES. The parties to this Intergovernmental Agreement ("Agreement") are CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county ("Broomfield"), and the CITY OF WESTMINSTER, a Colorado home-rule city ("Westminster"), which may be referred to collectively as, the "Parties."

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

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

2.2 The Parties entered into a memorandum of understanding titled "Memorandum of Understanding between the City and County of Broomfield and the City of Westminster Regarding McKay Lake and City Park Drainage Basin Improvements "dated December 30, 2004, attached hereto as Exhibit A, hereinafter referred to as "2004 MOU."

2.3 Paragraph 2.3 of the 2004 MOU provides: "Broomfield and Westminster desire to jointly implement final City Park Drainage Basin improvements as mutually agreed upon by both Parties, and agree that any items not otherwise paid for by the Urban Drainage Flood Control District shall be funded in equal part by both Parties, or as otherwise agreed to in writing, with credit given for prior regional improvement expenditures".

2.4 The Parties agree that the City Park Drainage Basin improvements are defined in the "Broomfield and Vicinity Watershed Outfall Systems Update" by Kiowa Engineering dated June 2006, hereinafter referred to as "2006 OSP" with unpublished revisions prepared by Broomfield, attached hereto as Exhibit B. Although these revisions to the 2006 OSP have not been published by the Urban Drainage and Flood Control District, the UDFCD has approved these revisions.

2.5 The Parties and Urban Drainage and Flood Control District, hereinafter referred to as "UDFCD" entered into an intergovernmental agreement on March 29 2006, titled "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for City Park Drainage, Lower Reach, City of Westminster, Agreement #0601.15", hereinafter referred to as "Agreement 06-01.15" and attached hereto as Exhibit C. Agreement 06-01.15 defined project scopes for joint participation of

funding and design of drainage improvements identified in Section 2.A of said Agreement 06-01.15.

2.5.1 Section 2.A of Agreement 06-01.15 defined a project area between the City Park Channel Lower Reach, which is defined as the channel between the crossing of 120th Avenue approximately 820 feet upstream of Lowell Boulevard down to Big Dry Creek, hereinafter known as "City Park Diversion", and conceptually shown in Exhibit B of this Agreement.

2.5.2 Section 2.A of Agreement 06-01.15 identifies a future drainage improvement project on the City Park Channel Lower Reach defined from downstream of Sheridan Boulevard to downstream of Chase Street, hereinafter referred to as "City Park Chase to Sheridan", and conceptually shown in Exhibit B of this Agreement.

2.5.3 The Parties amended Agreement 06-01.15 on April 30 2008, hereinafter referred to as "Amendment 06-01.15A" and attached hereto as part of Exhibit C of this Agreement. Amendment 06-01.15A funded the construction of a portion of the City Park Diversion improvements which included 1100 feet of channel and the box culvert structure under Lowell Boulevard, south of 120th Avenue, hereinafter referred to as "CPD PHASE I", shown in Exhibit D of this Agreement. The remainder of the City Park Diversion improvements upstream and downstream of CPD PHASE I are hereinafter referred to as "CPD PHASE II", and shown in Exhibit D of this Agreement.

2.5.4 The Parties agree that although not explicitly stated in Agreement 0601.15 and Amendment 06-01.15A, the final actual funding and valuable contributions to the City Park Channel Lower Reach projects through the completion of CPD PHASE I were as follows:

2.5.4.1 UDFCD capital program funds collected in Broomfield County, hereinafter referred to as "UDFCD B Funds", in the amount of $750,000.

2.5.4.2 UDFCD capital program funds collected in Adams County, hereinafter referred to as "UDFCD A Funds", in the amount of $150,000.

2.5.4.3 Broomfield funds paid to UDFCD or paid to others for services benefiting the CPD PHASE I project, hereinafter referred to as "Broomfield Funds", in the amount of $450,000.

2.5.4.4 Westminster funds paid to UDFCD or paid to others for services benefiting the CPD PHASE I project, hereinafter referred to as "Westminster Funds", in the amount of $450,000.

2.5.4.5 Westminster owned land or easements benefiting the project, valued at the acquisition costs, hereinafter referred to as "Westminster Land". The Parties agree that the value of the 2.11 Acres of Westminster Land contribution in the CPD PHASE I is $229,000.

2.5.4.6 The total of the UDFCD B Funds and Broomfield Funds for CPD PHASE I, hereinafter referred to as "Broomfield Total Contribution", is $1,200,000.

2.5.4.7 The total of UDFCD A Funds, Westminster Funds and Westminster Land for CPD PHASE I, hereinafter referred to as "Westminster Total Contribution", is $829,000.

2.5.5 The Parties agree that as of the date of this Agreement the CPD PHASE I improvements are the only City Park Drainage Lower Reach improvements completed, and the CPD PHASE II and City Park Chase Sheridan improvements remain to be completed.

2.5.6 The Parties desire to complete, in cooperation with UDFCD the remaining City Park Channel Lower Reach improvements identified as CPD PHASE II and fund them in a way that the totals of the Broomfield Total Contribution and the totals of the Westminster Total Contribution for CPD PHASE I and CPD PHASE II combined are equal.

2.6 The Parties agree that Broomfield has entered into an agreement with UDFCD Titled "Agreement Regarding Design And Construction of Drainage and Flood Control Improvements for Nissen Reservoir Drainage way (Basin 3207) at Lowell Boulevard, City and County of Broomfield Agreement No. 11-11.01" dated April 30 2012, hereinafter referred to as "Nissen at Lowell UDFCD Agreement", and attached hereto as Exhibit E. The Parties acknowledge that the improvements covered by the Nissen at Lowell UDFCD Agreement are of mutual benefit to the Parties and must be constructed prior or concurrent with the completion of Lowell Boulevard Road improvements between 120th Avenue and 121st Place as defined in Sections 3.5, 3.6, 3.7 and 3.8 of this Agreement.

2.7 The Parties agree to share in the cost to widen and improve Lowell Boulevard from 120th Avenue to 124th Avenue to a four-lane arterial roadway. Cost shares for this project are described in this Agreement. Conceptual design elements are depicted in Exhibit H of this Agreement and hereinafter, referred to as the "Lowell Boulevard and Nissen Channel Improvements".

2.8 The Parties agree to have the existing overhead utilities within the Lowell Boulevard Improvements project area relocated underground; existing underground utilities in conflict with the improvements will be relocated in accordance with current franchise agreements; and streetlights will be installed.

2.9 The Parties entered into an intergovernmental agreement titled " An Intergovernmental Agreement By And Between The City And County Of Broomfield And The City Of Westminster Providing For The Acquisition, Financing, Ownership, Operation And Maintenance Of The Metzger Property" dated December 5, 2012, hereinafter referred to as "Metzger Foundation Agreement" attached hereto as Exhibit F. Section 3.4 of the Metzger Foundation Agreement second paragraph states ".the Parties acknowledge that Westminster may acquire from the Broomfield-Westminster Open Space Foundation, hereinafter referred to as the "Foundation," a portion of the Property for the expansion and improvement of Lowell Boulevard on the westernmost border of the Property, at some time in the future, and said acquisition and improvement is intended to be excluded from the operation of the conservation easements mentioned herein.". The aforementioned Property discussed in the Metzger Foundation Agreement hereinafter shall be referred to as the Metzger Farm Property. The Parties agree that Westminster will complete the necessary right of way and easement acquisition from the Foundation and obtain any other required approval for the change in use of portions of the Metzger Farm Property from open space use to public road and subsurface utility use. Westminster will contribute the cost of the right-of-way and utility easements as part of its share of the Lowell Boulevard Improvement Project.

2.10 The Parties agree to participate in the cost of the local agency match for the mutually beneficial Colorado Department of Transportation ("CDOT"), Project FSA 2873-162; US 287 (120th Ave./Lowell Blvd.); #18337, hereinafter referred to as "CDOT FASTER 120th", for which Broomfield, Westminster, and CDOT have developed a conceptual plan that shows the project scope, attached hereto as Exhibit G.

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

3.1 **CPD PHASE I Contributions Summary.** The CPD PHASE I improvements were completed and the Parties agree the actual recognized total project costs and contributions of the Parties total $2,029,000 and the contributions are as summarized below;

UDFCD B Funds	$750,000
Broomfield Funds	$450,000
Broomfield Total Contribution	$1,200,000
UDFCD A Funds	$150,000
Westminster Funds	$450,000
Westminster Land	$229,000
Westminster Total Contribution	$829,000

The Parties acknowledge the CPD PHASE I Broomfield Total Contribution is $371,000 more than the CPD PHASE I Westminster Total Contribution hereinafter referred to as the Broomfield "CPD PHASE I Broomfield Overfund"

3.2 **CPD PHASE II**

3.2.1 **UDFCD Adams funding** Westminster agrees to annually apply for project funding from UDFCD for CPD PHASE II in the total project amount of $1,200,000. Westminster will also make every effort to have UDFCD fund a share of the CPD PHASE II project such that the UDFCD A Funds for CPD Phase II make up the CPD PHASE I Broomfield Overfund. If UDFCD funds are approved by UDFCD the Parties will enter into an intergovernmental agreement with UDFCD, for the joint funding, design and construction of the CPD PHASE II project.

3.2.2 **Westminster Open Space Land Contribution** The value of Westminster open space land permanently impacted by CPD PHASE II, shall be considered a project expense and will be credited as a Westminster Land contribution to the CPD PHASE II project at a rate of $2.75 per square foot of land area for lands outside of the regulatory floodplain (upland areas), and a rate of $0.75 per square foot for land within the regulatory flood plain. It is estimated that the CPD PHASE II project impact to land will be 4.25 acres. Of these 4.25 acres, approximately 123,625 s.f. is anticipated within the floodplain and 61,638 s.f. is anticipated in upland areas for a total estimated value of $262,223. The total final impacted land will be based upon the actual final CPD PHASE II constructed improvements. Actual title to the open space property will remain with the City of Westminster.

3.2.3 **Land Costs General** The value of land impacted by the CPD PHASE II project requiring the dedication to drainage improvement uses shall be a project cost, and the cost of Westminster land impacted or value of easements dedicated by Westminster shall be at acquisition costs and accrued to the project total costs as a Westminster Land contribution.

3.2.4 **Equal Share for combined CPD PHASE I and CPD PHASE II** The Parties agree that the sum of the CPD PHASE I and CPD PHASE II Westminster Total Contributions shall be equal to the sum of the CPD PHASE I and CPD PHASE II Broomfield Total Contributions. To achieve this the Parties agree that the CPD PHASE II Westminster Total Contribution shall be more than the CPD PHASE II Broomfield Total Contribution in an amount equal to the CPD PHASE I Broomfield Overfund this will be made up by the UDFCD A Funds contribution to the project. The Parties further agree that the cash contribution from each party and separate from any UDFCD contributions shall not exceed 25% of the combined CPD PHASE I and CPD PHASE II project costs and that this provision supersedes any other provisions in this agreement to the contrary.

3.3 **City Park Channel Chase Street to Sheridan Boulevard**

3.3.1 **Alternatives to 2006 OSP** The Parties agree to cooperate in the selection of design and construction of drainage improvements of the City Park Chase to Sheridan improvements that meets the intent of the 2006 OSP and, the intent of the improvements shown in Exhibit B of this Agreement. The cost shares for these improvements were previously discussed between the Parties and are shown in a table entitled "Option 2 from City Park Drainage way Outfalls Systems Plan Alternative Analysis" attached hereto as Exhibit I The cost shares specific to the City Park Chase to Sheridan improvements are detailed in a subtable titled "120th to Downstream of Sheridan" in Exhibit I of this Agreement, hereinafter referred to as "City Park Chase to Sheridan 2006 OSP Cost Table".

3.3.2 **City Park Chase to Sheridan cost Shares** Consistent with the City Park Chase to Sheridan 2006 OSP Cost Table, Westminster's total contribution for City Park Chase to Sheridan shall not exceed $300,000 and hereinafter referred to as "Westminster's City Park Chase to Sheridan Share". Broomfield's total contribution for City Park Chase to Sheridan shall not exceed $1,305,000 hereinafter referred to as "Broomfield's City Park Chase to Sheridan Share". Neither of these shares may be exceeded without amendment to this Agreement.

3.3.3 **Notice of Timing and Budget** The schedule for the City Park Chase to Sheridan project is not yet known, therefore, each party agrees to provide the other with a minimum of 3 years notice of the desire to proceed with this project to allow sufficient time to budget funds for this project. Parties shall also update the estimated cost of the project as construction costs estimates change due to inflation and refined project design approaches. Reporting and updating anticipated costs for budgeting shall not be considered an amendment to this Agreement.

3.3.4 **UDFCD Funding Shares** The UDFCD 50% project match for the City Park Chase to Sheridan project shall be applied for by Broomfield and Westminster when this project is agreed to be a necessity by both Parties. The goal is to obtain a 50% UDFCD minimum project participation.

3.4 **Evaluation of Project Impacts to Metzger Farm Property** The Parties shall make preliminary evaluation of the options for revising and implementing the Metzger PHASE III improvements sufficient to make the necessary technical decisions critical to the implementation of Nissen Channel at Lowell PHASE IV. The drainage issues to address shall include but not be limited to, identifying improvements that impact the character and natural habitat of the Metzger Farm Property to the least degree possible while still achieving the intent of the 2006 OSP recommendations. The cost of professional consultants necessary to conduct this evaluation related to the Lowell Box Phase IV shall be paid and considered a cost of the Nissen at Lowell UDFCD Agreement and shall be shared under the terms for design costs for the Lowell Box PHASE IV project set forth in Section 3.5.3 of this Agreement. Future CPD PHASE II project implementation environmental impacts to annual base flows and flood flows routing through the property will be addressed with the CPD PHASE II design. If future Nissen Channel drainage improvements on the Metzger Farm Property are considered necessary by either Party or the Foundation, the proposed improvements shall consider the environmental impacts to the Metzger Farm Property and be considered in the project costs and any cost sharing between participating parties. Environmental analysis shall include but is not limited to the following; Any studies or approvals required by municipal state and federal law and or policy; specific effects of varying the stream base flow, and flooding flows and flow paths through the riparian ecosystem within the Metzger Farm Property; effects on wildlife, effects on vegetation, and the effects of any proposed improvements to the long-term operation of the Metzger Farm Property..

3.5 **Nissen Channel at Lowell PHASE IV** Section 3.5.1 of this Agreement describes the improvements hereinafter referred to as "Nissen Channel at Lowell PHASE IV", covered by the Nissen at Lowell UDCFD Agreement, Exhibit E of this Agreement. The Parties agree that Broomfield's total payments under the Nissen at Lowell UDFCD Agreement, Exhibit E of this Agreement, less reimbursements from UDFCD, are hereinafter referred to as "Broomfield's Nissen at Lowell UDFCD Agreement Costs". Broomfield's Nissen at Lowell UDFCD Agreement Costs will be shared between the Parties as detailed in Section 3.5.3 of this Agreement.

3.5.1 **Nissen Channel at Lowell PHASE IV Major Improvement Scope** The design concept for the Nissen Channel at Lowell PHASE IV project is depicted in Exhibit H of this Agreement the major elements include but are not limited to the following described improvements:

3.5.1.1 Raising Lowell Blvd out of 100-year flood plain The full road section of Lowell Boulevard must be raised to pass over the Drainage Channel & Trail Underpass structures and above the FEMA Special Flood Hazard Area Zone AE (100-year floodplain). A new vertical road profile will be established and shall tie into 120th Avenue and 121st Place. This, combined with adjusting and extending all existing storm sewer outfalls to the Nissen Channel, shall remove Lowell Blvd from the 100-year floodplain. Lowell Boulevard will be reconstructed to the ultimate section shown in Exhibit H of this Agreement.

3.5.1.2 Nissen Drainage Structure and Trail underpass The Nissen channel drainage conveyance shall be comprised of two(2), thirty-two(32) foot arch span structures sized to convey the Nissen Channel existing and future 1% annual chance of occurrence (100-year return period) channel flows, hereinafter referred to as "Nissen Drainage Structure". The Nissen Drainage Structure shall have a joint use as a trail underpass for an east-west pedestrian trail crossing under Lowell Boulevard. The trail shall be constructed above the level of minor storm flows 50% annual probability of occurrence (2-year return period) adjacent to the channel flow conveyance area sharing the space of one of the arch structures.

3.5.1.3 Drainage Channel and wetlands Grading shall include realignment of existing Nissen Channel up and down stream of the Nissen Drainage Structure necessary to tie into the existing channel. This grading requires permitting with the Army Corps of Engineers and any required mitigation of disturbed wetlands.

3.5.1.4 Replacement of impacted existing infrastructure. All existing public and private infrastructure elements within the project limits that will be impacted by the project shall be replaced in kind.

3.5.2 **East Side Bike Lane Nissen Drainage Structure Costs**. This Section defines costs that are not covered by UDFCD for the additional Nissen Drainage Structure length necessary to include the East Side Bike Lane described in Section 3.6.2.4 of this Agreement. These costs include all roadway costs within the bike lane area such as asphalt, structure, foundations and related embankment fills under the roadbed, hereinafter referred to as "Eastside Bike Lane Drainage Structure Costs".

3.5.3 **Nissen Channel at Lowell PHASE IV Cost Sharing**. The Parties agree that Broomfield's Nissen at Lowell UDFCD Agreement Costs, less Eastside Bike Lane Drainage Structure Costs, shall be shared between the Parties and hereinafter referred to as "PHASE IV Shared Costs". Westminster's cost

portion shall be one-half the PHASE IV Shared Costs hereinafter referred to as PHASE IV Westminster Cost Share. Broomfield's cost share shall be one-half the PHASE IV Shared Costs plus the Eastside Bike Lane Drainage Structure Costs hereinafter referred to as "PHASE IV Broomfield Cost Share".

3.6 **Lowell Boulevard Improvements** The general intent of these improvements is to widen Lowell Boulevard to the proposed arterial street sections depicted in Exhibit H of this Agreement, by widening existing Lowell Boulevard on its eastern edge into the City of Westminster between 120th Avenue and 124th Avenue, and hereinafter referred to as "Lowell Boulevard Improvements". The Lowell Boulevard Improvements are further described in this Section 3.6.2 through 3.6.3..

3.6.1 **Lowell Boulevard Improvements Design and Project Management** Broomfield shall construct and finance the Lowell Boulevard Improvements subject to reimbursement by Westminster as defined in Section 3.10.4. Broomfield shall manage the design, right-of-way acquisition and construction of the Lowell Boulevard Improvements, directly and through professional consultants and contractors. Both Parties will cooperate to prepare a timely mutually acceptable final design and construction schedule of the roadway. Both Parties shall have design approval authority on the work within their jurisdiction. The Parties commit to timely reviews of project submittals. The Parties agree that no changes to the final design of the project will be approved without the consent of both Parties. The value of each Parties employee time shall not be considered a cost to the project and not included in any cost shares defined in this agreement. Funds spent on obligations incurred from May 1st 2012 until the Lowell Boulevard Improvement completion date for professional services necessary to, investigate; design; prepare bid

documents; obtain federal, state and local approvals; oversee and provide construction quality assurance, shall be hereinafter referred to as "Lowell Boulevard Improvements Design Costs".

3.6.2 **Broomfield Lowell Boulevard Improvement summary and Costs** The improvements defined in this Sections shall be together and collectively hereinafter referred to as "Broomfield's Lowell Boulevard Improvements". The associated direct and indirect construction costs shall be together and collectively hereinafter referred to as "Broomfield's Lowell Boulevard Improvement Costs".

3.6.2.1 Lowell Boulevard, 120th Avenue – 121st Place: Broomfield is responsible for improvements to Lowell Boulevard between 120th Avenue and 121st Place road section and other improvements between 120th Avenue and 121st Place within Broomfield County, excluding improvements constructed and cost shared under Section 3.5 Nissen Channel at Lowell PHASE IV and Section 3.9 CDOT FASTER 120th of this Agreement, hereinafter referred to as "Broomfield Lowell 120-121 Improvement Costs".

3.6.2.2 Lowell Boulevard, 121st Place – 124th Avenue: Broomfield. Road section and other improvements between 121st Place and 124th Avenue within Broomfield County, hereinafter referred to as "Broomfield Lowell 121-124 Improvement Costs".

3.6.2.3 Broomfield Water and Sewer facilities impacted replaced or extended for the purposes of serving existing or future Broomfield utility customers, hereinafter referred to as "Broomfield Water and Sewer Utility Costs".

3.6.2.4 East Side Bike Lane in Westminster. All improvements necessary to provide an on-street bike lane on the east side of the road section within Westminster. The cost of road section components, pavement, base course, subgrade, traffic signs and markings related to the bike lane, hereinafter referred to as "East Side Bike Lane Pavement Costs".

3.6.2.5 East Side Improved Landscaped Area. Westminster shall allow Broomfield to construct and maintain improved irrigated landscaping within Westminster behind the curb and gutter on the east side of Lowell Boulevard. The costs for landscape improvements within Westminster in excess of the cost to prepare the soil, place native seed, mulch and reestablish native grass shall

be hereinafter referred to as the "East Side Improved Landscaping Upgrade Cost." These costs shall be the responsibility of Broomfield.

3.6.2.6 124th Avenue Signal The costs of improvements or modifications to the traffic signal placed within Westminster and related to the traffic signal at 124th Avenue shall be hereinafter referred to as the "124th Signal Costs".

3.6.3 **Westminster Lowell Boulevard Improvement Summary and Costs**: The improvements defined in this Section shall be together and collectively hereinafter referred to as "Westminster's Lowell Boulevard Improvements". The associated direct and indirect construction costs shall be together and collectively hereinafter referred to as "Westminster's Lowell Boulevard Improvement Costs".

3.6.3.1 Improvements within Westminster All of the improvements within Westminster boundary between 120th Avenue and 124th Avenue, excluding the following items;

3.6.3.1.1 Improvements constructed and cost shared under Section 3.5 Nissen Channel at Lowell PHASE IV.

3.6.3.1.2 East Side Bike Lane in Westminster as identified under Section 3.6.2.4.

3.6.3.1.3 East Side Improved Landscaped Area as identified under Section 3.6.2.5.

3.6.3.1.4 W. 124th Ave. Signal as identified under Section 3.6.2.6.

3.6.3.2 Metzger Pedestrian Connection There shall be an east side pedestrian concrete 10-foot wide sidewalk between 120th Avenue and 121st Place, on the Metzger Farm Property that takes the place of a street level sidewalk. The sidewalk shall cross over the Nissen Low Flow Channel, and shall include the low flow crossing structures. This conceptual layout is depicted in Exhibit H of this Agreement.

3.6.4 **Lowell Boulevard Improvement Costs** All of the improvements

described in Sections 3.6.2 and 3.6.3, shall comprise all of the improvements to complete the Lowell Boulevard Improvements and the costs incurred to complete their construction hereinafter referred to as "Lowell Boulevard Improvements Total Cost".

3.6.5 **Lowell Boulevard Improvements Design Cost shares** Design and planning is an iterative and interrelated process therefore the specific design services and tasks costs will not be attributed to specific project elements. The Parties agree to share the Lowell Boulevard Improvements Design Costs in the same proportions as the Parties final proportions of the Lowell Boulevard Improvements Total Cost subject to review and prior written approval of both Parties of any design contracts and amendments.

3.6.5.1 Broomfield's share of design costs shall be hereinafter referred to as "Broomfield's Lowell Boulevard Improvements Design Cost Share"

3.6.5.2 Westminster's share of design costs shall be hereinafter referred to as "Westminster's Lowell Boulevard Improvements Design Cost Share".

3.6.6 **Lowell Boulevard Long Term Operations.** The completed Lowell Boulevard four lane arterial will have north bound lanes that are partially in Broomfield and partially in Westminster.

3.6.6.1 Streets Major Drainage and Landscaping Maintenance Broomfield will operate and maintain the roadway, concrete sidewalks and trails, traffic signs, traffic signals, storm sewers, Nissen Drainage Structure, landscaping and irrigation systems within both right-of-ways between 120th Avenue and 124th Avenue. Roadway and concrete sidewalk and trail maintenance shall be limited to, snow and ice removal, sweeping, inlet and sediment collection vault cleaning, pavement markings, surface treatments, minor mill and overlay's less than 3" in thickness and minor concrete repairs. Broomfield shall inspect and maintain the structural integrity and intended functions of the Nissen Drainage Structure, and underpass trail, and channel from the down-stream face to the upstream extent of the Nissen Drainage Structure. Westminster shall inspect and maintain the structural integrity and function of the pedestrian low flow crossing and the channel between the low flow crossing and Nissen Drainage Structure. The Parties shall coordinate with each

other and, and perform their specific obligations to maintain the public safety and the public assets.

3.6.6.2 Future Reconstruction. Future reconstructions or realignments beyond what is described in Section 3.6.6.1 Streets and Landscaping Maintenance will require an agreement between the Parties.

3.6.6.3 Changes in design or operations. Any changes to the roadway and control of the roadway will remain the authority of the jurisdiction in which the changes are made. Acknowledging that operations and safety of one side of the road impacts the other, changes will not be made without the advice and consent of the other municipality. Neither Party shall withhold consent for reasons other than public safety.

3.6.6.4 Traffic and Municipal Code Enforcement. Each Party retains responsibility for enforcing applicable municipal and traffic codes on the portions of road within their jurisdictions. Broomfield will prepare a final as built map and place reference markers in the road section to facilitate efficient enforcement.

3.7 **Lowell Utilities and Street Lighting** The existing road has overhead utilities and pole mounted streetlights along its eastern edge, and along its western edge between 120th Avenue and 121st Place, as shown on Exhibit H of this Agreement. To accommodate the widening of the road, the overhead utilities shall be relocated and buried underground. The existing street lights shall be removed and replaced with stand-alone pole and luminaire assemblies, and additional streetlights added, where needed. The Parties agree to jointly work with the necessary utility companies and enter into necessary agreements to design, authorize and pay for these improvements.

3.7.1 **Utility Relocates.** The existing road corridor has utilities above and below ground that need to be relocated. Each Party agrees to cause the relocation of facilities within its existing right-of-ways that are in conflict with the final improvements or that impede the efficient safe construction of the improvements. Facilities needing relocation outside of existing right-of-way shall be relocated to permanent right of way and or utility easement in accordance with the Parties existing franchise agreements with the affected utility companies.

3.7.2 **Lowell West Side Overhead Utility Relocates**. Broomfield shall be responsible for 100% of any cost of undergrounding existing overhead utilities along the west side of Lowell Boulevard between 120th Avenue

and 121st Place passed from the utilities companies to the project, hereinafter referred to as "Broomfield Lowell West Side Utility Burial Cost". Where permissible Broomfield intends to use their Underground Funds held with Xcel Energy to cover all or part of Lowell West Side Utility Burial Costs.

3.7.3 **Lowell East Side Overhead Utility Relocates.** The full value of funds spent on, services, construction, land acquisition, including reductions to the Parties Xcel Energy Underground Funds to bury utilities along the east side of Lowell Boulevard between 120th Avenue and 124th Avenue, hereinafter referred to as "East Side Utility Burial Cost", shall be shared equally between the Parties.

3.7.3.1 Broomfield's 50% share of East Side Utility Burial Cost shall hereinafter be referred to as "Broomfield's East Side Utility Burial Cost Share".

3.7.3.2 Westminster's 50% share of East Side Utility Burial Cost shall hereinafter be referred to as "Westminster's East Side Utility Burial Cost Share".

3.7.3.3 **Westminster Undergrounding Funds Lowell East Side Utility Burial** Westminster shall request the relocation and burial of the Xcel Energy power lines and all other utilities occupying the power poles on the East side of Lowell Boulevard from 120th to 124th . Westminster intends to use their "Underground Funds" held with Xcel Energy to initially pay all "East Side Utility Burial Cost" incurred by Xcel. Debits to Westminster's Underground Funds related to the East Side Burial Costs, in excess of Westminster's East Side Utility Burial Cost Shares, shall be reimbursed to Westminster by Broomfield. Broomfield's reimbursement shall not exceed the "Broomfield East Side Utility Burial Cost Share".

3.7.4 **Lowell Boulevard Street Lights.** The Parties agree to replace the existing power pole-mounted street lights with freestanding 30-ft light standards, the style and design of which will be selected from Xcel Energy's available street lighting products and agreed to by the Parties.

3.7.4.1 Broomfield shall pay 100% of the cost of design and installation of street lighting along the west side of Lowell Boulevard hereinafter referred to as "Broomfield Lowell Westside Street Lighting Cost".

3.7.4.2 The cost of design and installation of street lighting along the east side of Lowell Boulevard between 120th Avenue and 124th Avenue hereinafter referred to as "Eastside Street Lighting Cost" and shall be shared equally between the Parties.

3.7.4.2.1 Broomfield's 50% share of Eastside Street Lighting Cost shall hereinafter be referred to as "Broomfield's Eastside Street Lighting Cost Share".

3.7.4.2.2 Westminster's 50% share of Eastside Street Lighting Cost shall hereinafter be referred to as "Westminster's Eastside Street Lighting Cost Share".

3.8 **Lowell Boulevard Right-of-Way and Easement Acquisition from Metzger Foundation** For the purposes of completing the proposed improvements and utility relocations proposed in this Agreement, Westminster shall enter into an agreement and pay the full costs to obtain from the Foundation a permanent right of way and utility easement over the Metzger Farm Property to be used as a public highway and utility right of way ("Purchase Agreement"), one or more temporary licenses or permits, if needed and temporary Construction Easements to complete the Lowell Boulevard and Nissen Channel at Lowell PHASE IV improvements on Metzger Farm Property.

3.8.1 **Lowell Right of Way Purchase from Metzger Foundation** Westminster shall obtain from the Foundation a permanent right of way and utility easement over the Metzger Farm Property to be used as a public highway and utility right of way . This right of way parcel shall generally be no more than the westerly 40' of the Metzger Farm Property between 120th Avenue and 124th Avenue. Additionally 15 feet wide portions of right of way not to exceed 200 feet in length shall be acquired from the Metzger Farm Property along the 124th Avenue right of way at Lowell, and at the 120th right of way at Lowell. The total of all right of way obtained shall not exceed 2.4 acres. A final right of way layout, legal description, area, and exhibits shall be prepared and a final purchase price agreed to as a part of a purchase agreement between Westminster and the Foundation, hereinafter referred to as "Purchase Agreement.".

3.8.2 **Metzger Temporary Utility Permits** Westminster shall obtain from the Foundation temporary or revocable permits or licenses allowing Westminster to subsurface use of the permit or license areas for utility purposes, including but not limited to public utilities. These permits or licenses shall be in effect until the time a permanent right of way easement is obtained by Westminster from the Foundation. The easement width will be of sufficient width to allow for the efficient construction of the

subsurface utilities needing relocation and burial as a part of this Agreement. The easement widths shall not encroach into the Metzger Farm Property further than the proposed permanent right of way easement discussed in section 3.8.1. These easements shall be located at the corner of Lowell and 124th Avenue , and at the corner of Lowell and 120th. Neither easement will exceed 8000 square feet in area. A final legal description and exhibit shall be prepared and agreed to as a part of the Purchase Agreement.

3.8.3 **Metzger Temporary Construction easement** As a part of the Purchase Agreement and payment for the permanent use of the right of way, terms shall include the granting of a temporary construction easement or license and permission to permanently modify the land grades wetlands and vegetation including removal of indicated trees and install the trail and bridge improvements in the vicinity of the Nissen channel as depicted in Exhibit H of this Agreement.

3.8.4 **Metzger Right of Way Purchase Agreement and Approvals**
Westminster shall prepare and negotiate the terms of the Purchase Agreement with the Foundation. Westminster shall prepare documents and make requests for approval from the appropriate agencies boards and commissions and parties having a contractual interest or jurisdiction over the land transfer from the Foundation to Westminster. These include but are not limited to; the Foundation board, Adams County Open Space Grant administrator, Great Outdoors Colorado and Broomfield's and Westminster's open space and trails advisory Boards. Westminster shall also complete any processes for transferring Westminster Open Space land to use as a public right of way, as they determine necessary under the Westminster Municipal Code. Broomfield will support Westminster's preparation and presentation of their applications by providing legal descriptions and exhibits prepared by a licensed surveyor, and provide exhibits of the proposed improvements for use in the applications. Costs Broomfield incurs through contract services to provide these supporting exhibits shall be considered a part of the design services cost described in Section, 3.6.1 Lowell Boulevard Improvements Design and Project Management, of this Agreement.

3.8.5 **Schedule for Lowell Right of Way and Utility Easements** The Parties recognize that the timely acquisition of the Right of Way for Lowell is critical to the Lowell Boulevard Improvements project and the CDOT FASTER 120th Avenue project. The Parties will make commercially reasonable effort to prepare and present right of way purchase and temporary easement, license, or permit agreements for the Foundations consideration for approval by November 5, 2013. The Parties agree to request immediate access to area described in the Purchase Agreement upon

approval by the Metzger Foundation and no later than November 5, 2013. The Parties will make commercially reasonable effort to present the right of way purchase for approval to those with interest referred to in section 3.8.4., so that the right of way purchase transaction can be completed as agreed. The completion of the right of way purchase shall occur no later than February 15, 2014. Actions or non-actions of entities other than the Parties that prevent the final purchase and transfer of the Lowell right of way to Westminster shall not be held against the Parties as a breach of this Agreement.

3.8.6 **Payment to Foundation**. All payments due to the Foundation and acquisition costs necessary for Westminster to obtain signed and recorded easements, licenses, or permits discussed in this section shall be hereinafter referred to as "Metzger Right of Way Easement Costs."

3.9 **CDOT FASTER 120th Avenue.** The Parties Agree to cooperate with CDOT in the final design and funding of the CDOT FASTER 120th Avenue Project as defined in this Section and Exhibit G of this Agreement.

3.9.1 **FASTER Improvement Scope** The Parties Agree that Exhibit G of this Agreement represents the fundamental scope elements that a final project design shall include but not be limited to:

3.9.1.1 Double left turns from east-bound 120th Avenue to north-bound Lowell Boulevard.

3.9.1.2 Double left turns from west-bound 120th Avenue to south-bound Lowell Boulevard.

3.9.1.3 A third through lane for east-bound 120th Avenue.

3.9.1.4 Replacement of the existing span wire traffic signal at 120th Avenue and Lowell Boulevard with four signal poles with mastarm mounted signal heads and all appurtenant traffic signal equipment.

3.9.1.5 The final design shall seek to utilize the existing infrastructure and match in with the existing Lowell Boulevard improvements with minor widening improvements to Lowell Boulevard to accept double left turn lanes to the south and the design for the future Lowell Boulevard improvements to the north.

3.9.1.6 The Parties agree that the CDOT FASTER 120th project provides benefit to the Parties and is the rationale for sharing costs.

3.9.2 **CDOT Lead Agency** The CDOT FASTER 120th project is within CDOT Right of Way and is funded through CDOT. Therefore, CDOT is the lead agency with project management funding and final authority over the final design details and implementation of the project.

3.9.3 **CDOT FASTER 120th Avenue Budget** $3,100,000 of Colorado State Funding Advancement for Surface Transportation and Economic Recovery (FASTER) funds were appropriated to the CDOT FASTER 120th project hereinafter referred to as "FASTER 120th CDOT Funds", under the condition that Broomfield provide $220,000 to the CDOT FASTER 120th project. CDOT has agreed this Broomfield contribution may be made with payments to CDOT, contributions of property, easements or license agreements, or consulting services provided by Broomfield consultants, hereinafter referred to as "FASTER 120th Local Match". The FASTER 120th CDOT Funds and FASTER 120th Local Match added together set the funds available for the project at $3,320,000 hereinafter referred to as "FASTER 120th Project Funds"

3.9.4 **Broomfield Design Services and FASTER 120th Local Match Payment.** Broomfield and CDOT have agreed to a design services scope to assist CDOT in design of portions of the CDOT FASTER 120th project.

Broomfield, with CDOT's approval, has entered into a contract with Muller Engineering Inc. to provide an agreed to design scope of services for the fee of $180,000. Hereinafter referred to as the "Broomfield FASTER Design Services". The Broomfield FASTER Design Services may increase to the limit of the Faster Local Match by mutual agreement between CDOT and Broomfield. Once the Broomfield FASTER Design Services are completed Broomfield will pay CDOT the difference between the FASTER 120th Local Match and the final approved value of the Broomfield FASTER Design Services, hereinafter referred to as the "Broomfield FASTER 120th Local Match Payment"

3.9.5 **Broomfield Westminster Local Match Shares.** The Parties Agree that the cost of the Faster 120th Local Match shall be divided evenly between the Parties with each contributing no more than $110,000, unless agreed to by amendment to this Agreement. Westminster's share of the Faster 120th Local Match shall be reduced by their cost to obtain permanent and temporary right-of-way, utility, and construction easements to facilitate the completion of the CDOT FASTER 120th Avenue Project. Westminster's remaining share shall be reimbursed to Broomfield within 60 days of Broomfield's final payment of the FASTER 120th Local Match to CDOT. This reimbursement amount is not to be included in Westminster's Net Reimbursement to Broomfield defined and capped in sections 3.11.3 and 3.11.4.

3.9.6 **CDOT FASTER 120th Right of Way** The Parties agree to work with CDOT for the project needed right-of-way dedications and maintenance easements within the Parties respective municipal boundaries. The Parties shall work within CDOT's right of way purchase process to sell, dedicate, or license use of city-owned land within their ownership to CDOT for the CDOT FASTER 120th Avenue Project. The purchase of right-of-way for CDOTS's use shall be a CDOT FASTER 120th Avenue Project cost. All CDOT required land use agreements for right of way and easements shall be completed prior to CDOT's notice to proceed to the selected contractor for the project and no later than February 15, 2014.

3.9.7 **CDOT FASTER 120th Avenue Utility Relocations** The Parties acknowledge that the FASTER 120th project will work to relocate utilities that are in conflict with the project. The CDOT FASTER Project will not pay for undergrounding of overhead utilities, except for street lighting related to the traffic signal. The Parties may act independent of the CDOT FASTER 120th Avenue Project to have overhead utilities buried along 120th Avenue. The costs incurred by the Parties to do so are not a part of this Agreement. The utilities immediately adjacent to Lowell Boulevard are covered under Section 3.7 of this Agreement.

3.9.8 **Broomfield CDOT FASTER 120th IGA** CDOT and Broomfield intend to enter into an intergovernmental agreement prior to bidding and construction of the CDOT FASTER 120th Avenue Project. In the event the projected construction and CDOT administrative costs to complete the project exceed the remaining FASTER 120th Project Funds, CDOT may request an increase in the Faster 120th local match, hereinafter referred to as "Faster 120th Local Over Match". In the event of a local over match request from CDOT Broomfield reserves the following rights: Broomfield reserves the right to pursue additional equitable cost sharing from Westminster, or CDOT FASTER 120th Project scope reduction by amendment to this Agreement. Broomfield reserves the right to not enter into an IGA with CDOT for the completion of the construction of the improvements and doing so shall not be considered a breach of this Agreement. Any costs incurred up until that point covered by this Agreement shall not be subject to the cost sharing terms of this Agreement and shall be the responsibility of Broomfield. Westminster shall not be required to pay its $110,000 local match share if construction of the improvements is not completed.

3.10 **Project Funding and Reimbursements** This Section summarizes by Party the project elements that are funded procured and paid for during the project duration, and the cost shares to be paid by one party to the other once the project repayment period beings.

3.10.1 **Broomfield Funded Project Elements** The items listed in this section shall be the services, improvements, and payments procured and funded by Broomfield throughout the duration of the project, and hereinafter referred to as "Broomfield Funded Project Elements"

3.10.1.1 "Broomfield's Nissen at Lowell UDFCD Agreement Costs" defined in Section 3.5.

3.10.1.2 "Lowell Boulevard Improvements Total Cost" defined in Section 3.6.4.

3.10.1.3 "Lowell Boulevard Improvements Design Costs" defined in Section 3.6.1.

3.10.1.4 "Broomfield Lowell West Side Utility Burial" defined in Section 3.7.2

3.10.1.5 "Broomfield Lowell Westside Street Lighting Cost" defined in Section3.7.4.1.

3.10.1.6 "Eastside Street Lighting Costs" defined in Section 3.7.4.2

3.10.1.7 "Broomfield FASTER Design Services" defined in Section 3.9.4.

3.10.1.8 "Broomfield FASTER 120th Local Match Payment" defined in Section 3.9.4.

3.10.2 **Broomfield Reimbursements to Westminster** The following shall be the financial summary of Broomfield related costs paid to Westminster and hereinafter referred as "Broomfield's Reimbursements Due to Westminster".

3.10.2.1 Broomfield's East Side Utility Burial Cost Share defined in Section 3.7.3.1

3.10.3 **Westminster Funded Project Elements** The items listed in this section shall be the services, improvements, procured and paid for by Westminster throughout the duration of the project, and hereinafter referred to as

"Westminster Funded Project Elements"

3.10.3.1 Westminster will pay Metzger Foundation the "Metzger Right of way and Easement Costs" defined in Section 3.8.6

3.10.3.2 "East Side Utility Burial Cost" defined in Sections 3.7.3.

3.10.4 **Westminster Reimbursements to Broomfield** The following shall be the financial summary of Westminster related costs paid to Broomfield and hereinafter referred as "Westminster's Reimbursements Due to Broomfield".

3.10.4.1 "PHASE IV Westminster Cost Share" defined in Section 3.5.3.

3.10.4.2 "Westminster's Lowell Boulevard Improvements Cost" defined in Section 3.6.3.

3.10.4.3 Westminster's Lowell Boulevard Improvements Design Cost Share defined in Section 3.6.5.2.

3.10.4.4 Westminster's Eastside Street Lighting Cost Share defined in Section 3.7.4.2.2.

3.11 **Payments**

3.11.1 Project completion shall be defined as when the improvements listed in a defined project are completed and all consultants, contractors, and suppliers having claim to payment related to the project have received certificates of final completion and final payment. Not all defined projects in this agreement must be completed prior to reimbursement for completed projects begin.

3.11.2 As individually defined projects are completed, the final project costs as described in this Section 3.0 and Underground fund reductions by both Parties shall be documented by verifiable invoices. All costs, cost shares, and reimbursement amounts shall be computed based upon these verifiable records. Not all projects must be completed prior to accounting costs and calculating reimbursements and beginning paybacks for completed projects.

3.11.3 The Total Net Reimbursement due shall be computed by taking Westminster's Reimbursements Due to Broomfield and reducing it by

Broomfield's Reimbursements Due Westminster, this hereinafter shall be referred to as "Westminster's Net Reimbursement to Broomfield"

3.11.4 Westminster's Net Reimbursement's to Broomfield shall be based on all actual verifiable project costs as described in this Section 3.0 but shall not exceed $1,700,000. This amount may only be exceeded upon written amendment to the Agreement.

3.11.5 Subject to annual appropriation, Westminster shall make minimum annual payments on or before April 1 of each year, of $425,000 to Broomfield beginning in 2015, assuming the construction contract award of contract occurs and construction notice to proceed is issued in 2014. Payments shall be made annually until Westminster's Net Reimbursement's to Broomfield are paid in full. Final payment shall occur no later than 3 years after Project Completion. Final Payment shall be no less than the amount necessary to retire the remaining balance.

3.12 **Default** Time is of the essence. Subject to Section 16.0 below, if any payment or any other condition, obligation, or duty under this Agreement is not made, tendered, or performed by either Party, including the payments set forth in section 3.11 within a period of 30 days after written notice specifying such failure and requesting that it be remedied, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages, as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for, mediation provisions and specific performance.

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

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

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

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

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

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

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

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

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

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

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

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

16.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations by December 31 of each year. In the event a Party fails to appropriate funds for this Agreement beyond the current fiscal year, this Agreement will immediately terminate without

further liability to the other Party. In the event a Party fails to appropriate funds for this Agreement, it shall give written notice of such failure to the other Party. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the other Party.

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

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

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

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

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

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

23.0 TERMINATION OF AGREEMENT. This Agreement may be terminated by either of the Parties upon 90 days advance written notice to the other party, however, if there are outstanding contracts or other financial obligations, this Agreement may only be terminated upon mutual agreement of the Cities and only upon the cancellation of all contingent, outstanding contracts or other financial obligations. Broomfield and Westminster shall each pay or reimburse the other Party all amounts owed pursuant to the terms of this agreement through the mutually agreed upon termination date, including costs associated with terminating contracts prior to final completion of the projects identified in this Agreement.

24.0 MEDIATION. In the event of a dispute concerning this IGA, the Parties agree, prior to commencing any litigation against the other, to enter in good faith with a mutually acceptable mediator.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the last date subscribed below.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

_____

Mayor Date
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

CITY OF WESTMINSTER, a Colorado municipal Corporation

_____

Mayor Date
4800 W. 92nd Ave.
Westminster, Colorado 80031

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Martin R. McCullough
City Attorney

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Exhibit A
"2004 MOU"

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND THE CITY OF WESTMINSTER REGARDING MCKAY LAKE AND CITY PARK DRAINAGE BASIN IMPROVEMENTS

This Memorandum of Understanding is made this 30th day of December, 2004, between the City and County of Broomfield, Colorado ("Broomfield"), and the City of Westminster, Colorado ("Westminster") regarding improvements to and around the McKay Lake Dam and the City Park Drainage Basin Improvements.

RECITALS

1.0 Broomfield and Westminster desire and agree to cooperate on the renovation of Westminster's McKay Lake Dam, the construction of Broomfield's McKay Landing Subdivision drainage outfall, the development of a McKay Lake regional park, and the final City Park Drainage Basin improvements.

COMMITMENTS

2.0 McKay Lake Dam Renovation. Westminster desires to construct a second south embankment to McKay Lake as shown on Exhibit A, attached to and incorporated herein. Westminster agrees to obtain the necessary Broomfield permits prior to construction, and Broomfield agrees to act in good faith to take necessary steps to allow for the construction of the relocated McKay Lake south embankment onto the property currently owned by Broomfield. Broomfield further agrees to convey the land as shown in Exhibit A to Westminster once all improvements to the Dam and Outfall have been completed.

Subject to permit requirements above, Broomfield hereby grants a right of entry as needed for the construction of permanent improvements, and subsequent rights of access from Zuni Street as needed for construction, staging, and maintenance.

In consideration of Broomfield's agreement to convey the property set forth in Exhibit A to Westminster, Westminster agrees to maintain the dam embankment in perpetuity, grant perpetual access to Broomfield for the use of the McKay Lake Reservoir area by Broomfield residents, and to share information for the purpose of a Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) for the Lambertson property, as depicted in Exhibit A.

2.1 McKay Landing Outfall to McKay Lake. Broomfield desires that the McKay Landing Subdivision drainage outfall be constructed to flow into McKay Lake. Westminster agrees to act in good faith to take necessary steps to allow for such construction and further agrees to grant a permanent easement to Broomfield for the construction of the McKay Landing outfall into McKay Lake. Broomfield agrees to obtain the necessary Westminster permits prior to construction, and agrees to assume

all responsibility for the preparation and maintenance of the drainage facilities associated with the McKay Landing outfall drainage into McKay Lake.

2.2. McKay Lake Regional Park. Broomfield and Westminster desire to develop a regional park for use by both Broomfield and Westminster residents at the west side of McKay Lake. Both parties agree to act in good faith to mutually coordinate the planning of open space and park improvements within the McKay Landing Subdivision and along the west and south side of McKay Lake as identified in the McKay Landing Subdivision developer obligations, attached hereto and incorporated herein as Exhibit B.

2.3 City Park Drainage Basin Improvements. Broomfield and Westminster desire to jointly implement final City Park Drainage Basin improvements as mutually agreed upon by both parties, and agree that any items not otherwise paid for by the Urban Drainage Flood Control District shall be funded in equal part by both parties, or as otherwise agreed to in writing, with credit given for prior regional improvement expenditures.

2.4 Effect of Memorandum of Understanding. This Memorandum of Understanding represents the agreement between the parties as set forth herein, and is not intended to affect any other agreement between the parties. The parties further agree to execute any additional documents or take any additional action that is necessary to carry out the commitments made herein.

2.5 Subject to Appropriations. This Memorandum of Understanding is intended to identify the plan for proceeding with the projects referenced herein and is not a commitment of resources or funding. Both parties hereto understand and agree that any financial obligations referenced under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations.

IN WITNESS WHEREOF, Broomfield and Westminster have caused this Memorandum of Understanding to be duly executed as of December 30, 2004.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

City and County Manager

ATTEST:

Tricia Kegeness
City Clerk Deputy

APPROVED AS TO FORM:

City & County Attorney Deputy

Exhibit A
"2004 MOU"

THE CITY OF WESTMINSTER,

City Manager

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A
"2004 MOU"

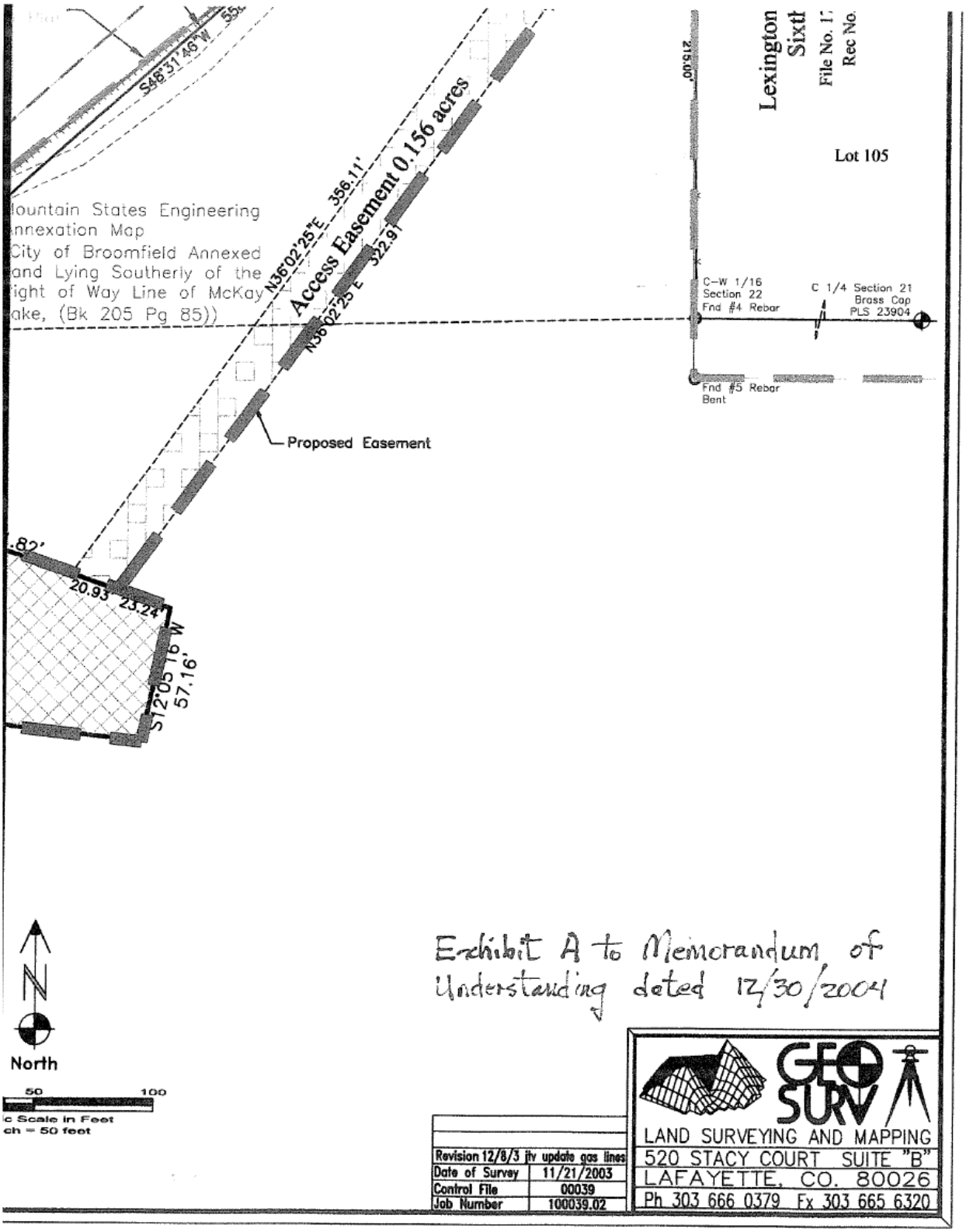


Exhibit A
"2004 MOU"

A-Sec 20 SE 1/4

(B)

108-99

EXHIBIT B 40

C0596778
9/29/99 8:42:06
BK: 5905 PG: 0273-0312
200.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS CO

MCKAY LANDING

DEVELOPMENT AGREEMENT

1.0 PARTIES

The parties to this Agreement are the City of Broomfield, a Colorado municipal corporation, hereinafter referred to as "City", McKay Landing LLC, hereinafter referred to as "Developer", and Swink Family Farms, Ltd., William L. Doig, Marie J. Matous, Donald P. Elliot, Freda E. Elliot, Thomas Driver, Jerrel E. Hogan, Lorene E. Hogan, M. Kathleen Weishaupl, Frederick Janke, Caroline M. Brewer, and David Janke hereinafter referred to collectively as "Landowner".

2.0 RECITALS

2.1 Developer is the contract purchaser of the real property described in **Exhibit A**, hereinafter referred to as the "Property" and Developer desires to develop the Property as a master planned residential community with a variety of quality housing types, open space uses, recreation center, park areas and an elementary school site.

2.2 Developer has prepared a proposed Planned Unit development Plan "PUD" for the property, titled "McKay Landing," which includes 839 dwelling units. A copy of said PUD Plan is attached hereto as **Exhibit B** and is hereinafter referred to as "McKay Landing PUD" or as the "McKay Landing Development."

2.3 Developer plans to develop the aforesaid residential units over an eight to nine year period.

2.4 Developer proposes to develop the McKay Landing PUD in five phases as defined in the attached **Exhibit C.** The provisions of this agreement are dependant on the agreed to phasing plan. It is the intent of the parties that any change in the phasing of this project from what is described in Exhibit C will require an amendment to this agreement to address the change in phasing of the McKay Landing Development and the improvements to be completed.

2.5 Developer is concurrently processing for the City's review and approval this Agreement and the proposed McKay Landing PUD.

3.0 AGREEMENT.

In consideration of the mutual covenants and promises of the parties contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3.1 PUBLIC LAND PROVISIONS

3.1.1 Public Land Dedication. Developer shall dedicate approximately 44.33 acres (32.37 qualified acres) of land for an elementary school and park site, wetlands, drainage ways, park land, trail corridors, and open space uses. The total land dedication as proposed will exceed the public land dedication requirements of the Broomfield Municipal Code.

EXHIBIT B
SHT. 1 of 4

open area shall occur concurrently with the platting and development of Phase 3, or any portion thereof, and improvements shall be complete prior to the City's issuance of building permits for 50 percent of the dwelling units in Phase 3.

3.1.2.5(a) Regional Park – Tract L. The Developer shall dedicate to the City Tract L for future use as a regional park (7.03 acres) and a detention pond (.85 acres). The Developer shall be responsible for improving the .85 acre portion for the proposed detention area. The dedication of the entire 7.88 acres shall occur with the first subdivision plat in the PUD. The Developer shall post a letter of credit at the time of each plat for the proportional share of the cost of improvements of the 7.03 acre portion of the park. The proportional share shall be based on the acreage of each plat as the percentage of overall acreage of the McKay Landing PUD property. The cost of improvements and the amount of the letters of credit shall be in the amount of $3.60 per square foot (in 1999 dollars adjusted for inflation according to changes in the Construction Cost Index as published by the *Engineering News Record)*, at the time each letter of credit is issued.

3.1.2.5(b). The intent of this arrangement is to allow time for the City and Developer to determine the appropriate improvements for the regional park. When such determination is made the Developer will have the option to make a cash in lieu payment to the City for the entire 7.03 acre site at $3.60/ square foot (in 1999 dollars adjusted for inflation according to changes in the Construction Cost Index as published by the *Engineering News Record)* at the time the payment is made, or construct the park improvements to the satisfaction of the City. At the time of the last subdivision plat, either the City will collect on the letters of credit and improve the park, or the Developer shall propose a design and improve the park as agreed to by the City and Developer. If the Developer makes such improvements, the improvements will be at a level of quality and scale consistent with the $3.60 per square foot estimate, and shall be complete prior to 80 percent of the building permits in the McKay Landing PUD.

3.1.2.6 Water System Connection Fees. The Developer shall pay the City's water system connection fees for the aforesaid public park, open space and open area facilities.

3.2.0 PRIVATE RECREATION FACILITIES

3.2.1 Recreation Center. The Developer agrees to develop a recreation center to be owned and maintained by the McKay Landing Development's home owners association. Improvements to the recreation center shall be detailed at the time of site development plan review and shall include at a minimum landscaping, swimming pool, cabana/clubhouse, and off-street parking. Said improvements shall occur concurrently with the platting and development of Phase 2, or any portion thereof, and improvements shall be complete prior to the City's issuance of building permits for 60 percent of the dwelling units in Phase 2.

3.2.2 Pocket Parks. Developer shall improve private pocket parks shown on the McKay Landing PUD Plan in planning areas 2, 9a, and 7/8. Said improvements shall be completed concurrently with the development of each respective planning area and shall be complete prior to the City's issuance of building permits for 60 percent of the dwelling units in each respective phase.

3.3.0 NOTICE TO HOMEBUYERS

The Developer shall provide a notice applicable to all affected residential lots within the McKay Landing PUD that shall require that each lot purchaser sign a written statement

EXHIBIT B
SHT. 2 of 4

Exhibit A
"2004 MOU"

Exhibit B (1 of 20)

MCKAY LANDING FILING NO. 1

FINAL PLAT

LOCATED IN A PORTION OF THE EAST ONE-HALF OF SECTION 20,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF BROOMFIELD, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MCKAY LANDING, LLC, BEING THE OWNER OF MCKAY LANDING, A PARCEL OF LAND BEING A PORTION OF THE EAST ONE-HALF OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BROOMFIELD, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS EXHIBIT A ON SHEET 2 OF THIS FINAL PLAT

CONTAINING 3,935,575 SQUARE FEET, OR 90.35 ACRES, MORE OR LESS

HAS LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF "MCKAY LANDING FILING NO. 1"; AND BY THESE PRESENTS DEDICATES IN FEE SIMPLE TO THE CITY OF BROOMFIELD FOR PUBLIC USE THE STREETS, ALLEYS, PUBLIC WAYS AND TRACTS A1 (OPEN AREA/DRAINAGE), A2 (OPEN AREA), B (OPEN AREA), K1 (OPEN AREA), K2 (OPEN AREA), K3 (OPEN AREA), L1 (OPEN AREA/DRAINAGE), AND L2 (CITY PARK) AS SHOWN ON THIS PLAT; AND GRANTS TO THE CITY OF BROOMFIELD ALL EASEMENTS AS SHOWN OR NOTED ON THE PLAT FOR PUBLIC AND MUNICIPAL USES AND FOR USE BY FRANCHISEES OF THE CITY AND FOR USE BY PUBLIC AND PRIVATE UTILITIES.

OWNER

MCKAY LANDING LLC
BY JAMES CONSTRUCTION CO., INC., MANAGER
2919 VALMONT ROAD, SUITE 204
BOULDER, CO 80301

BY JAMES C. POSTLE, PRESIDENT _____ DATE

STATE OF COLORADO }
COUNTY OF ADAMS } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 1999, BY JAMES C. POSTLE AS PRESIDENT OF JAMES CONSTRUCTION CO., INC., MANAGER OF MCKAY LANDING LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

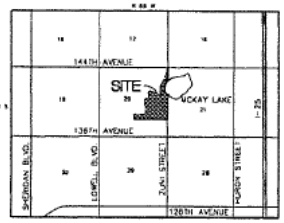
ATTORNEY'S CERTIFICATE

I, _____, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN THE STATE OF COLORAD CERTIFY THAT THE OWNER AND SUBDIVIDER DEDICATING ANY STREET, EASEMENT, ALLEY, TRACT, PUBLIC WAY OR RIGHT-OF-WAY HEREON OWNS THEM IN FEE SIMPLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT FOR THE MORTGAGE FROM MCKAY LANDING LLC, IN FAVOR OF SMWK FAMILY FARMS, LTD., A COLORADO LIMITED PARTNERSHIP, RECORDED JUNE 17, 1999 IN BOOK 5794 AT PAGE 378.

BY _____ DATE

MORTGAGEE'S CONSENT

SMWK FAMILY FARMS, LTD., A COLORADO LIMITED PARTNERSHIP, THE MORTGAGEE UNDER THE MORTGAGE RECORDED ON JUNE 17, 1999 IN BOOK 5794 AT PAGE 378, WHICH ENCUMBERS A PORTION OF THE PROPERTY DESCRIBED IN THIS FINAL PLAT, HEREBY CONSENTS TO THE DEDICATIONS MADE BY THIS FINAL PLAT AND TO THE EASEMENTS GRANTED BY THIS FINAL PLAT.



VICINITY MAP
SCALE: 1" = 5000'

GENERAL NOTES

1. PORTIONS OF THIS SITE, MCKAY LANDING FILING NO. 1, ARE LOCATED WITHIN THE QUAIL CREEK AND MCKAY LAKE FLOOD PLAIN AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 08001C0010G, DATED AUGUST 16, 1995.
2. TYPICAL SIGHT TRIANGLE EASEMENTS ARE RESTRICTED TO LANDSCAPING, FENCES, RETAINING WALLS, SIGNS (EXCEPT STREET SIGNS) AND ANY OTHER OBSTRUCTIONS THAT ARE NO MORE THAN 36 INCHES IN HEIGHT AS MEASURED FROM THE CROWN OF THE STREET IN PERSECTION (SEE SHEET 3 OF THIS FINAL PLAT).
3. BASIS OF BEARINGS: THE EAST LINE OF THE NE 1/4 OF SECTION 20, T1S, R68W, OF THE 6TH P.M., MONUMENTED AT THE EAST 1/4 CORNER OF SAID SECTION BY A 1-1/2" ILLEGIBLE ALUMINUM CAP, AND AT THE NE CORNER BY AN AXEL IN RANGE BOX WITH 3" ALUMINUM CAP ATTACHED STAMPED T1S R68W 17/16/21/S20 1994 LS 23924. SAID LINE KNOWN TO BEAR N 00°00'55" E PER THE ADAMS COUNTY GIS CONTROL NETWORK.
4. ANY PERSON WHO KNOWINGLY REMOVES,ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
5. THIS PLAT IS TIED TO THE CITY OF BROOMFIELD CONTROL NETWORK AS SHOWN HEREON. SAID CONTROL NETWORK CONFORMS TO THE COLORADO COORDINATE SYSTEM AS STATED BELOW
   THE COLORADO COORDINATE SYSTEM HEREON SHOWN IS DEFINED AS ORDER C 2-1, 1:50,000 AS DESCRIBED IN THE "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES" BY THE FEDERAL GEODETIC CONTROL COMMITTEE.
6. TRACTS X, Y, AND Z ARE FOR OPEN SPACE LANDSCAPING, DRIVE AISLES, PARKING, AND DRY UTILITIES. TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION
7. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
   ACCORDING TO C.R.S. 38-51-105 THE OWNER/SUBDIVIDER IS RESPONSIBLE FOR ALL INTERNAL MONUMENTATION OF LOTS, BLOCKS, AND CENTERLINES AS SPECIFIED BY COLORADO LAW AND CITY REGULATIONS.
8. SEE SHEETS 3, 5, AND 14 FOR GPS COORDINATES AND TIES.
9. DUE TO PROXIMITY TO A WELL SITE, AND PURSUANT TO SECTION 16-28-180 B.M.C., NO BUILDING PERMIT SHALL BE ISSUED FOR TRACT 1 (SHEET 15), TRACT 2 (SHEET 8), OR TRACTS 3-7 (SHEET 7) UNTIL SUCH TIME THAT THE TRACT IS REPLATTED AS RESIDENTIAL LOTS

INDEX OF SHEETS

COVER SHEET	SHEET 1
LEGAL DESCRIPTION AND EXHIBIT	SHEET 2
FINAL PLAT EXHIBIT	SHEETS 3-20

SURVEYOR'S CERTIFICATE:

I, JAMES T. JONES, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE MADE THE SURVEY BY THIS PLAT, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

_____ _____
JAMES T. JONES, PROFESSIONAL LAND SURVEYOR DATE
COLORADO NO. 19566
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

CITY COUNCIL CERTIFICATE

THIS FINAL PLAT IS HEREBY APPROVED AND THE DEDICATIONS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF BROOMFIELD, COLORADO, ON THIS ____ DAY OF _____ 19__.

_____ _____
MAYOR, CITY OF BROOMFIELD CITY CLERK

LAND USE REVIEW COMMISSION CERTIFICATE

THIS FINAL PLAT IS RECOMMENDED FOR APPROVAL BY THE CITY OF BROOMFIELD LAND USE REVIEW COMMISSION THIS _____ DAY OF _____ 19__.

_____ _____
CHAIRMAN SECRETARY

CERTIFICATE OF CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ ___M., ON THE ____ DAY OF _____, 1999 A.D.

BY: _____ _____
DEPUTY CLERK AND RECORDER

FINAL PLAT
MCKAY LANDING FILING NO. 1
JOB NO. 4247.00
DATE: AUGUST 23, 1999
SHEET 1 OF 20

JR Engineering, Ltd.
6020 Greenwood Plaza Blvd.
Englewood, Colorado 80111
Tel (303) 740-9393
FAX (303) 721-9013

ENGINEERING/PLANNING/SURVEYING
REV 10/24/99, 11/4/99, 11/19/99, 11/29/99

EXHIBIT B
SHT. 2 of 4 TMA

Exhibit A
"2004 MOU"

EXHIBIT B
SHT. 4 of 4

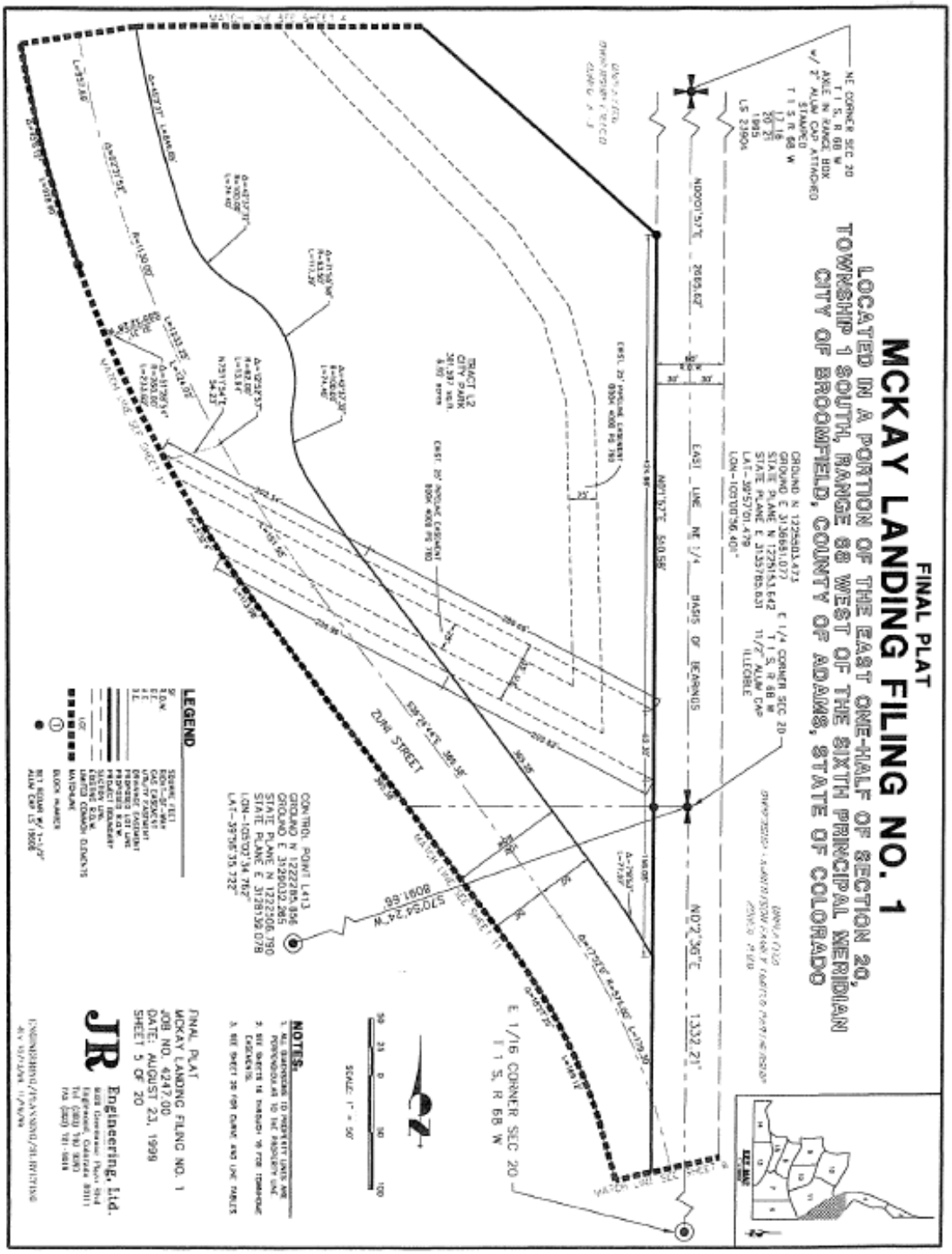


Exhibit B

Unpublished Revisions to 2006 Outfall Systems Plan prepared by Broomfield

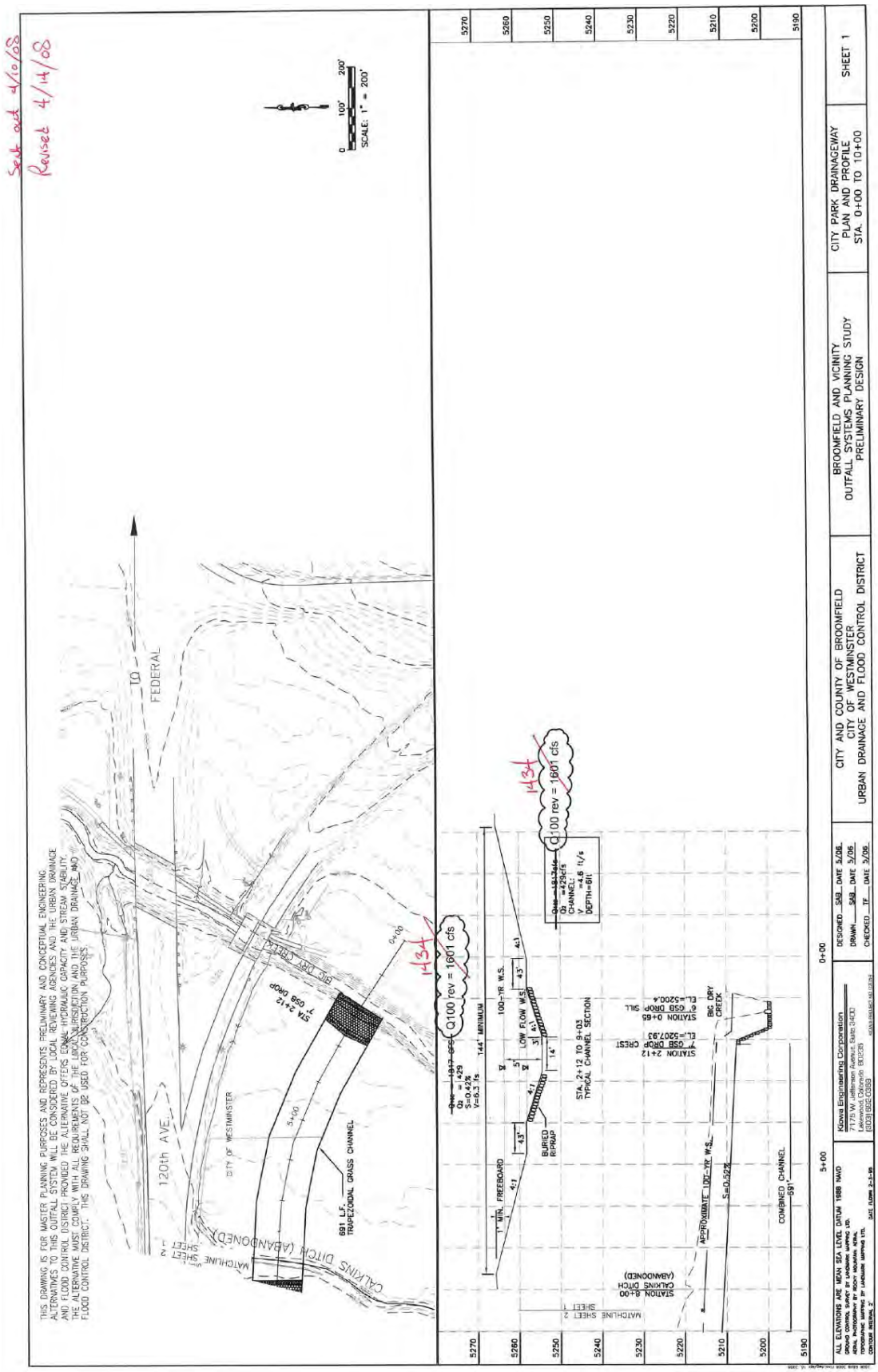
Exhibit B

UNPUBLISHED REVISIONS TO 2006 OUTFALL SYSTEMS PLAN PREPARED BY BROOMFIELD

(4 Pages)

Exhibit B

Unpublished Revisions to 2006 Outfall Systems Plan prepared by Broomfield



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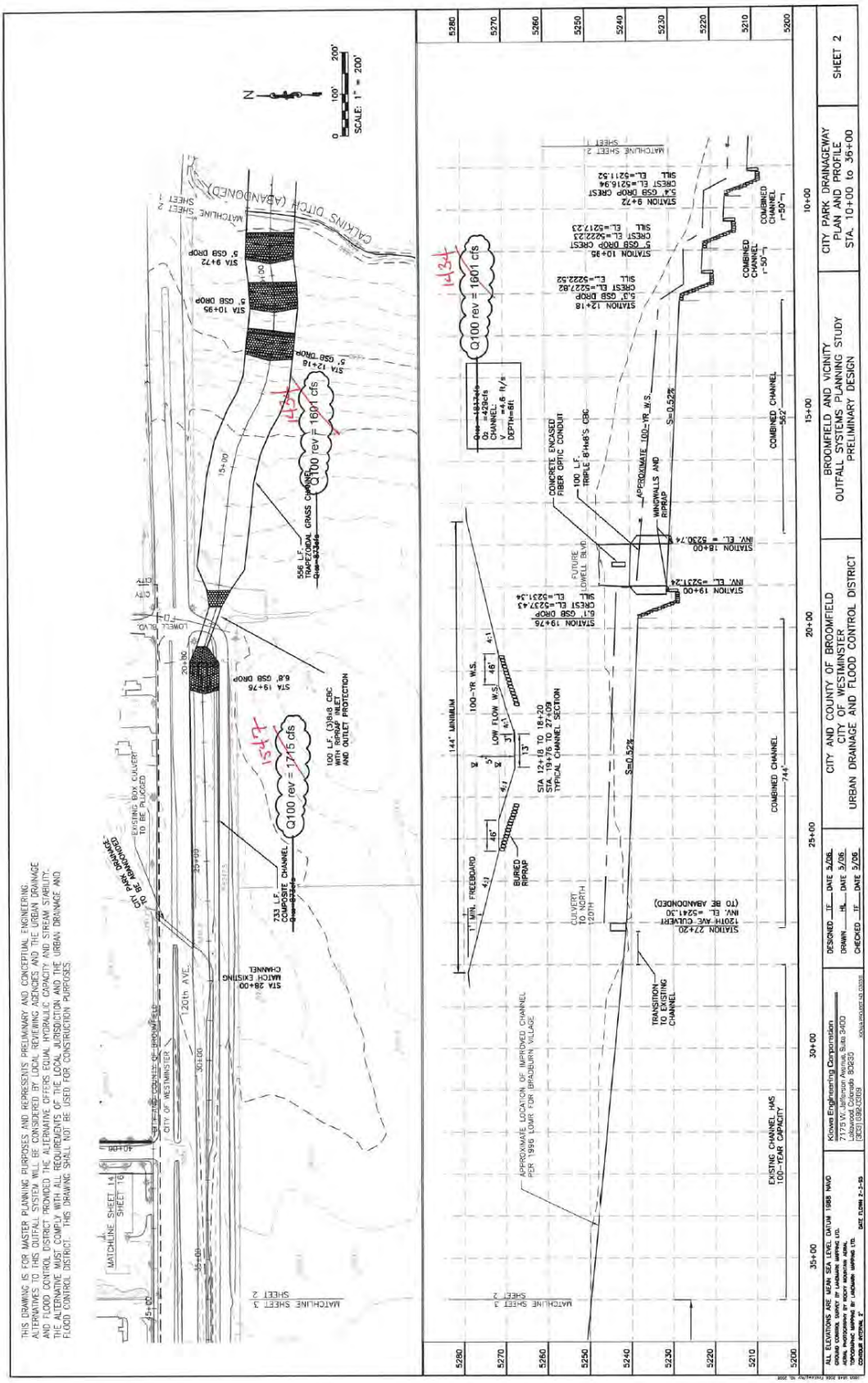
Unpublished Revisions to 2006 Outfall Systems Plan prepared by Broomfield



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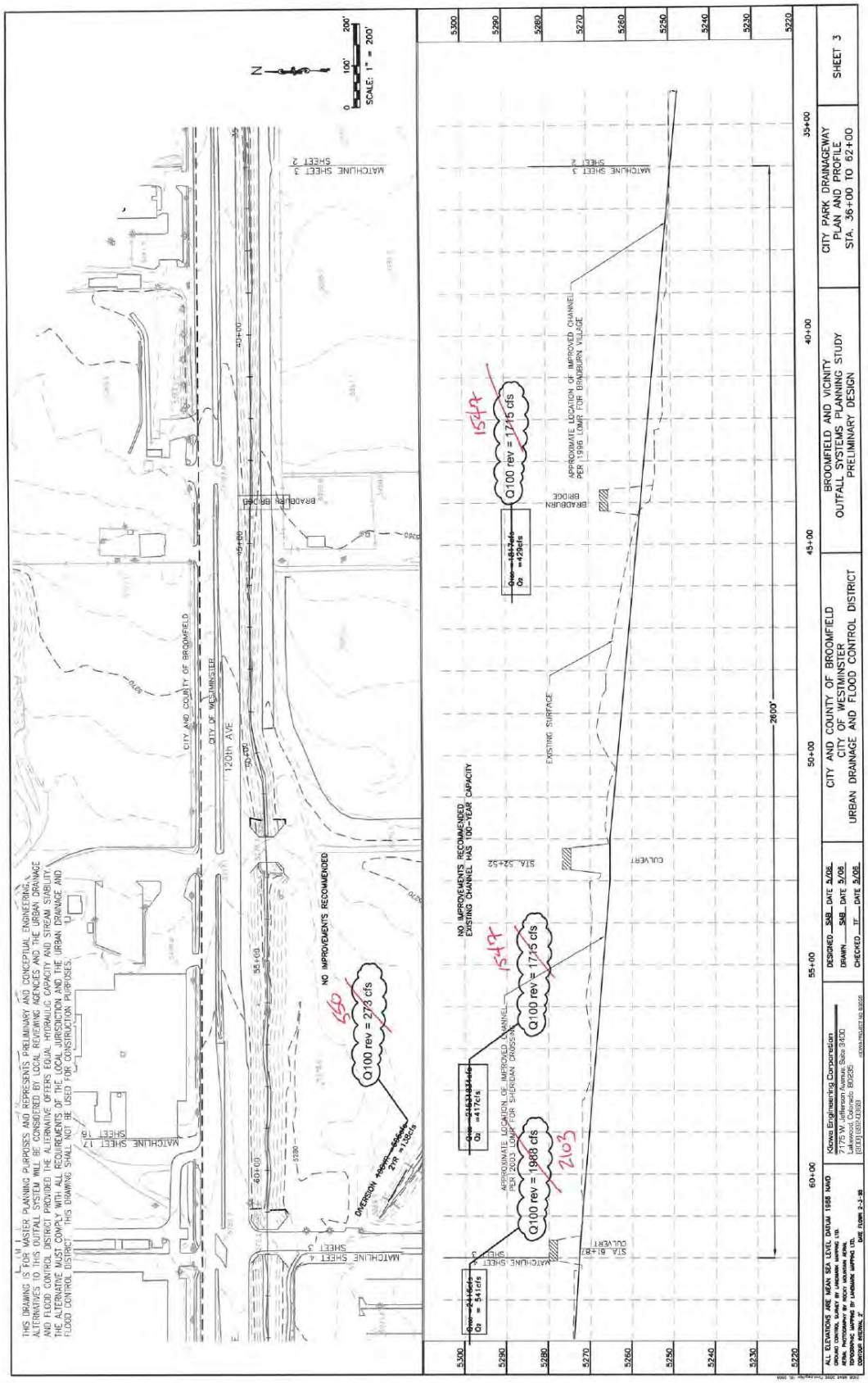

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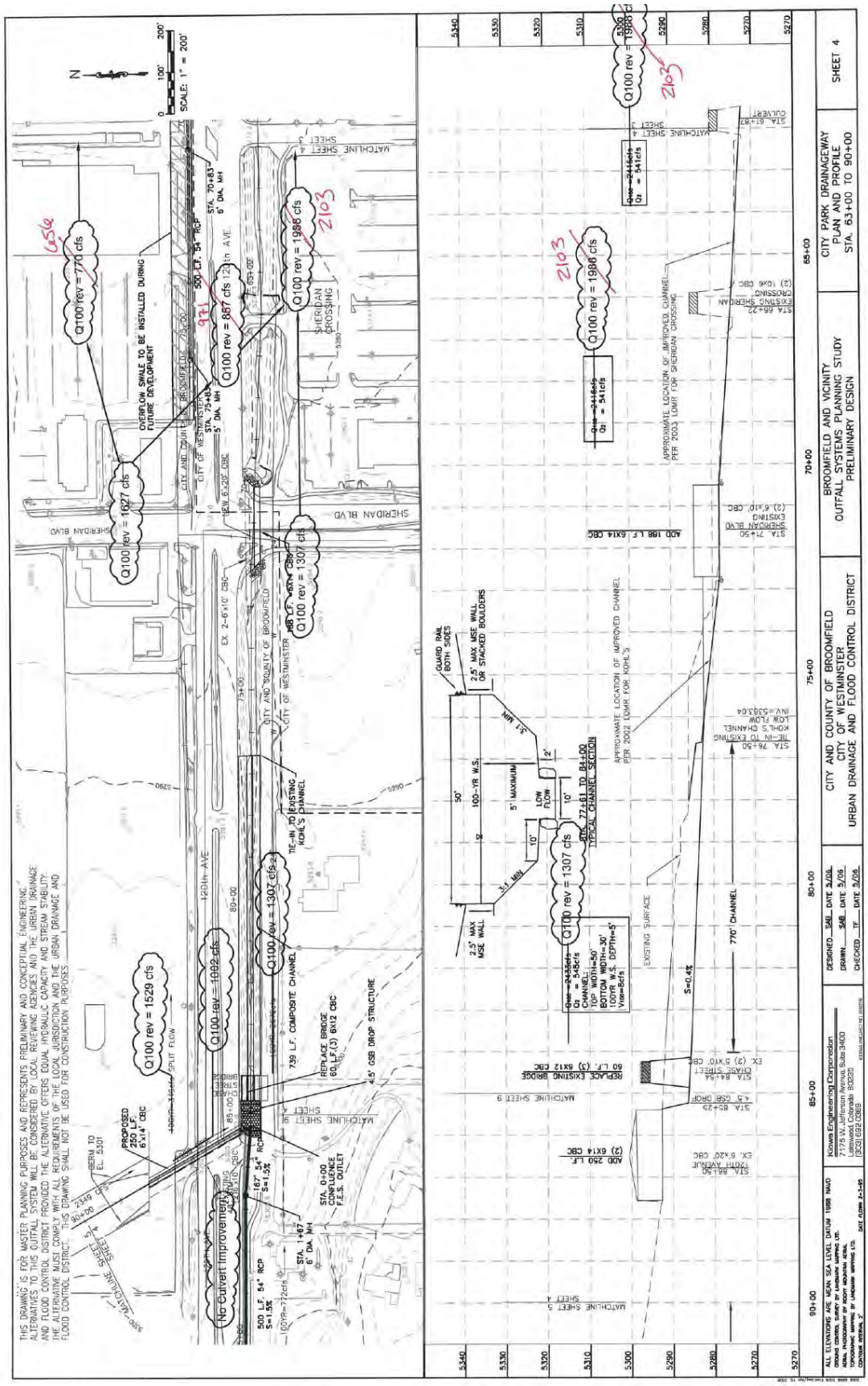


Exhibit C
Agreement 06-01.15 and 06-01.15A

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CITY PARK DRAINAGE, LOWER REACH, CITY OF WESTMINSTER

Agreement No. 06-01.15

THIS AGREEMENT, made this 29th day of March, 2006, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY AND COUNTY OF BROOMFIELD (hereinafter called "BROOMFIELD" and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER" and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Broomfield and Vicinity Watershed Outfall Systems Update" by Kiowa Engineering Corporation, date pending 2006 approval (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for City Park Drainage, Lower Reach, City of Westminster (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 81, Series of 2005) for drainage and flood control facilities in which PROJECT was included in the 2006 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2006 subsequent to public hearing (Resolution No. 67, Series of 2005) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 3, Series of 2006); and

WHEREAS, the City Councils of BROOMFIELD and WESTMINSTER and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

Exhibit C
Agreement 06-01.15 and 06-01.15A

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately upstream of Lowell Boulevard at the existing crossing of 120th to Big Dry Creek, as shown on Exhibit A and shall include, at a minimum, channel improvements with an adjacent concrete maintenance/bike trail; a minimum of a two cell box culvert under Lowell Boulevard in which one of these cells will accommodate a pedestrian underpass in addition to major storm event flood flows; and a pedestrian bridge across Big Dry Creek to access the Big Dry Creek Trail System on the east side of the creek. Future phases of PROJECT shall include the portion of City Park Channel immediately downstream of the intersection of Chase Street and 120th Street to the upstream limits of PROJECT.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $600,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

ITEM	AMOUNT
1. Final Design	$100,000
2. Construction	500,000
3. Contingency	-0-
Grand Total	$600,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
DISTRICT	50%	$300,000
BROOMFIELD	25%	150,000
WESTMINSTER	25%	150,000
TOTAL	100%	$600,000

D. Future phases of design and construction of City Park Channel shall be in accordance with the "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND THE CITY OF WESTMINSTER REGARDING MACKAY LAKE AND CITY PARK DRAINAGE BASIN IMPROVEMENTS," dated December 30, 2004.

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies BROOMFIELD and/or WESTMINSTER may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward BROOMFIELD and WESTMINSTER's share of improvement costs.

Payment of each party's full share (BROOMFIELD - $150,000; WESTMINSTER - $150,000; and DISTRICT - $300,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to BROOMFIELD and WESTMINSTER of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to all PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for BROOMFIELD and WESTMINSTER. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

A. Preparation of a work plan schedule identifying the timing of major elements in the design;

B. Preparation of detailed construction plans and specifications;

C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;

D. Preparation of an appropriate construction schedule;

E. Preparation and submittals to FEMA of any map revision documents made necessary by PROJECT including responses to FEMA up to and until an approved Letter of Map Revision is secured.

DISTRICT shall provide any written work product by the engineer to BROOMFIELD and WESTMINSTER.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

WESTMINSTER shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. WESTMINSTER may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, WESTMINSTER disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and WESTMINSTER has not obtained the written approval of DISTRICT prior to such action, WESTMINSTER shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at WESTMINSTER's sole expense. In the event WESTMINSTER breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against WESTMINSTER for specific performance of this portion of the Agreement.

PARTIES shall, prior to the recording by WESTMINSTER of any document transferring title or another interest to property acquired pursuant to this Agreement to WESTMINSTER, execute a memorandum of this Agreement (Exhibit B), specifically a verbatim transcript of Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by WESTMINSTER and shall be recorded in the records of the Clerk and Recorder of Adams County immediately following the recording of the document transferring title or another interest to WESTMINSTER.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including, but not limited to, detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of BROOMFIELD and WESTMINSTER, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with assistance and approval of BROOMFIELD and WESTMINSTER, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes BROOMFIELD, WESTMINSTER and Colorado Department of Transportation (CDOT). The contractor shall be required to indemnify BROOMFIELD, WESTMINSTER and CDOT. Copies of the insurance coverage shall be provided to BROOMFIELD and WESTMINSTER.
4. DISTRICT, with assistance of BROOMFIELD and WESTMINSTER, shall coordinate field surveying; staking; inspection; testing; and engineering as required to construct PROJECT. DISTRICT, with assistance of BROOMFIELD and WESTMINSTER, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to BROOMFIELD and WESTMINSTER on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with approval of BROOMFIELD and WESTMINSTER, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings and send them to BROOMFIELD and WESTMINSTER for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
8. DISTRICT, with assistance and written concurrence by BROOMFIELD and WESTMINSTER, shall prepare and issue all written change or work orders to the contract documents.

9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide BROOMFIELD and WESTMINSTER a set of mylar reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that WESTMINSTER shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at WESTMINSTER's request, shall assist WESTMINSTER with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to WESTMINSTER, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

BROOMFIELD and WESTMINSTER agrees to regulate and control the floodplain of City Park Drainage within BROOMFIELD and WESTMINSTER in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that BROOMFIELD and WESTMINSTER cannot obligate itself by contract to exercise its police powers. If BROOMFIELD and WESTMINSTER fails to regulate the floodplain of City Park Drainage within BROOMFIELD and WESTMINSTER in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and BROOMFIELD and WESTMINSTER shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5

herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

A. The contracting officer for BROOMFIELD shall be the City Manager, One Descombes Drive, Broomfield, Colorado 80020.

B. The contracting officer for WESTMINSTER shall be the City Manager, 4800 West 92nd Avenue, Westminster, Colorado 80030.

C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

D. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or BROOMFIELD and/or WESTMINSTER. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or

unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. PUBLIC RELATIONS

It shall be at BROOMFIELD and WESTMINSTER's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist BROOMFIELD and WESTMINSTER as needed and appropriate.

22. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

Exhibit C
Agreement 06-01.15 and 06-01.15A

23. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of BROOMFIELD, WESTMINSTER and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of BROOMFIELD, WESTMINSTER and/or DISTRICT.

24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date 3/29/06

CITY AND COUNTY OF BROOMFIELD

(SEAL)

By _____

ATTEST:

Title Mayor

Date February 28, 2006

APPROVED AS TO FORM:

City Attorney

\des\agrmnt\060115

9

Exhibit C

Agreement 06-01.15 and 06-01.15A

(SEAL)

ATTEST:

APPROVED AS TO FORM:

City Attorney

CITY OF WESTMINSTER

By

Title City Manager

Date 3/8/06

\des\agrmnt\060115

10

Exhibit C
Agreement 06-01.15 and 06-01.15A

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CITY PARK DRAINAGE, LOWER REACH, CITY OF WESTMINSTER

Agreement No. 06-01.15

Exhibit A

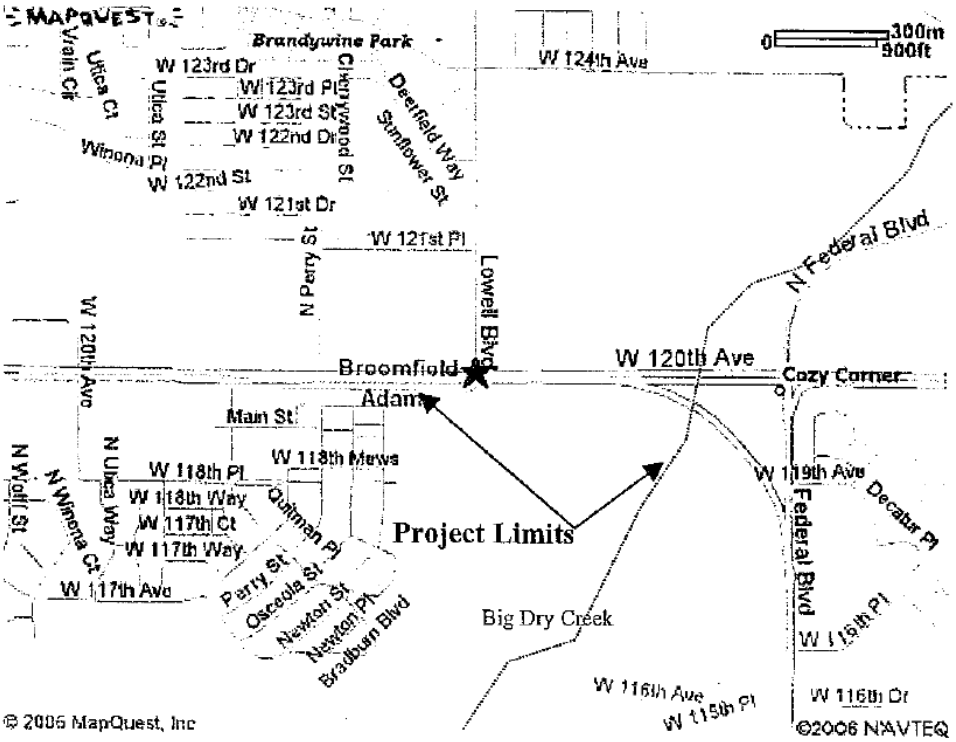


Exhibit C
Agreement 06-01.15 and 06-01.15A

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CITY PARK DRAINAGE, LOWER REACH, CITY OF WESTMINSTER

Agreement No. 06-01.15A

THIS AGREEMENT, made this 30th day of April, 2008, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") CITY AND COUNTY OF BROOMFIELD (hereinafter called "BROOMFIELD" and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER" and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for City Park Drainage, Lower Reach, City of Westminster" (Agreement No. 06-01.15) dated March 29, 2006; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by $1,200,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 68, Series of 2007 and Resolution No. 6, Series of 2008); and

WHEREAS, the City Councils of BROOMFIELD and WESTMINSTER and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

   4. PROJECT COSTS AND ALLOCATION OF COSTS

      A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

         1. Final design services;
         2. Construction of improvements;
         3. Contingencies mutually agreeable to PARTIES.

      B. It is understood that PROJECT costs as defined above are not to exceed $1,800,000 without amendment to this Agreement.

         PROJECT costs for the various elements of the effort are estimated as follows:

ITEM	AMOUNT
1. Final Design	$200,000
2. Construction	1,5000,000
3. Contingency	100,000
Grand Total	$1,800,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution	Previously Contributed
DISTRICT	50%	$900,000	$300,000
BROOMFIELD	25%	450,000	150,000
WESTMINSTER	25%	450,000	150,000
TOTAL	100%	$1,800,000	$600,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies BROOMFIELD and WESTMINSTER may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward BROOMFIELD's and WESTMINSTER's share of improvement costs.

Payment of each party's full share (BROOMFIELD - $450,000; WESTMINSTER - $450,000; and DISTRICT - $900,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to BROOMFIELD and WESTMINSTER of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Exhibit C
Agreement 06-01.15 and 06-01.15A

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 06-01.15 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

(SEAL)

ATTEST:

Sandra A Atkins

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A Hindman

for Title Executive Director

Date 4/30/08

(SEAL)

ATTEST:

Tricia Kegeries
Deputy City & County Clerk

CITY AND COUNTY OF BROOMFIELD

By

Title Mayor

Date March 25, 2008

APPROVED AS TO FORM:

William A Fischer

City Attorney

Exhibit C
Agreement 06-01.15 and 06-01.15A

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 06-01.15 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

See previous page

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By_____

ATTEST:

Title Executive Director

_____

Date_____

CITY AND COUNTY OF BROOMFIELD

(SEAL)

By_____

ATTEST:

Title_____

_____

Date_____

APPROVED AS TO FORM:

_____

City Attorney

CITY OF WESTMINSTER, COLORADO

CITY OF WESTMINSTER

(SEAL)

By_____

ATTEST:

Title City Manager

Carla Kruelter

Date 4/17/08

APPROVED AS TO FORM:

MRMcCullough

City Attorney

\dcm\agrmnt\060115A

3

Exhibit D
City Park Diversion Improvements – Phase I and Phase II

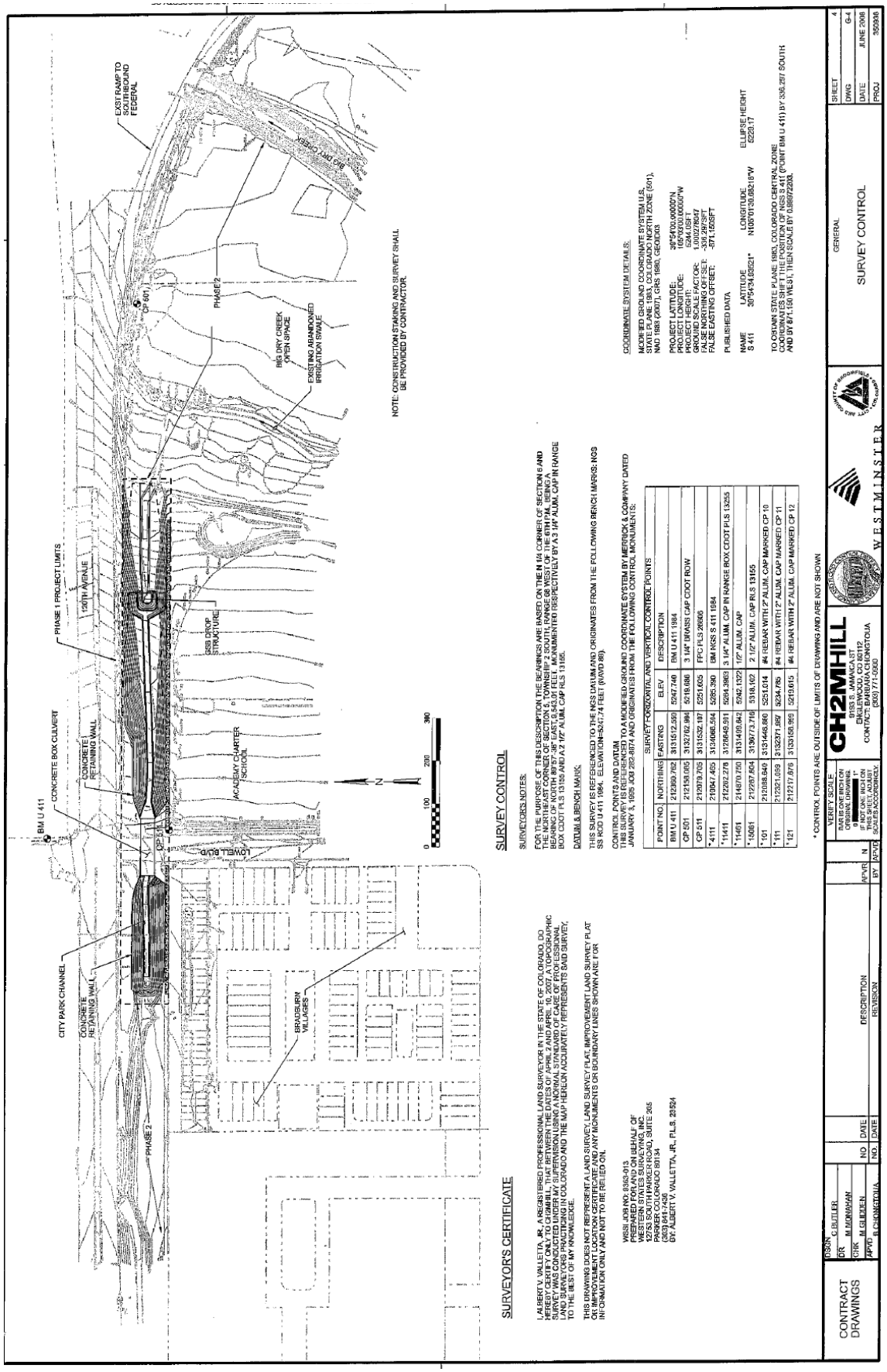


Exhibit E
Nissen at Lowell UDFCD Agreement

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NISSEN RESERVOIR DRAINAGEWAY (BASIN 3207) AT LOWELL BOULEVARD,
CITY AND COUNTY OF BROOMFIELD

Agreement No. 11-11.01

THIS AGREEMENT, made this 30TH day of APRIL, 2012, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY AND COUNTY OF BROOMFIELD (hereinafter called "BROOMFIELD") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "City Park and 3207 Drainageways Outfall Systems Planning Study" dated June, 2006 by Kiowa Engineering Corporation, dated June 2006 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Nissen Reservoir Drainageway (Basin 3207) at Lowell Boulevard (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 57, Series of 2011) for drainage and flood control facilities in which PROJECT was included in the 2012 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2012 subsequent to public hearing (Resolution No. 49, Series of 2011) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 70, Series of 2011); and

WHEREAS, the City Council of BROOMFIELD and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

   A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Project limits are as shown on Exhibit A.

   B. Construction. PROJECT shall include construction by BROOMFIELD of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

   Project limits are as shown on Exhibit A.

3. PUBLIC NECESSITY

   PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

   A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

      1. Final design services;
      2. Construction of flood control improvements;

   B. It is understood that PROJECT costs as defined above are not to exceed $1,000,000 without amendment to this Agreement.

      PROJECT costs for the various elements of the effort are estimated as follows:

ITEM		AMOUNT
1. Final Design	$	200,000
2. Flood Control Construction *		800,000
Grand Total		$1,000,000

      * It is anticipated that funds for construction shall be added to this Agreement at a future date.

      This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

   C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
DISTRICT	50.00%	$ 500,000
BROOMFIELD	50.00%	500,000
TOTAL	100.00%	$1,000,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

DISTRICT funds ($500,000) shall be held in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, DISTRICT shall receive such monies. Within thirty days of billing by BROOMFIELD for work accomplished, DISTRICT shall remit to BROOMFIELD 50% of cost attributed to PROJECT's final design and flood control construction, up to a maximum amount as defined in Paragraph 4C of this Agreement, plus interest accumulated on DISTRICT's share of the funds.

6. FINAL DESIGN

The design of PROJECT is to be provided by BROOMFIELD.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

BROOMFIELD shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. BROOMFIELD may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, BROOMFIELD disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and BROOMFIELD has not obtained the written approval of DISTRICT prior to such action, BROOMFIELD shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at BROOMFIELD's sole expense. In the event BROOMFIELD breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against BROOMFIELD for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. BROOMFIELD, with the assistance of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
2. BROOMFIELD, with assistance and approval of DISTRICT, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. BROOMFIELD shall require the contractor to provide adequate liability insurance that includes DISTRICT. The contractor shall be required to indemnify DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT.
4. BROOMFIELD, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. BROOMFIELD, with assistance of DISTRICT, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to DISTRICT on a weekly basis. BROOMFIELD shall retain an engineer to perform all or a part of these duties.
5. BROOMFIELD, with approval of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. BROOMFIELD shall review and approve contractor billings and send them to DISTRICT for approval. BROOMFIELD shall remit payment to contractor based on billings approved by PARTIES.
8. BROOMFIELD with assistance and written concurrence by DISTRICT, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. BROOMFIELD shall provide DISTRICT a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be

rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that BROOMFIELD shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at BROOMFIELD's request, shall assist BROOMFIELD with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to BROOMFIELD, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

BROOMFIELD agrees to regulate and control the floodplain of Nissen Reservoir Drainageway within BROOMFIELD in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that BROOMFIELD cannot obligate itself by contract to exercise its police powers. If BROOMFIELD fails to regulate the floodplain of Nissen Reservoir Drainageway within BROOMFIELD in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and BROOMFIELD shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

A. The contracting officer for BROOMFIELD shall be the City and County Manager, One Descombes Drive, Broomfield, Colorado 80020.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or BROOMFIELD. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where PROJECT is located.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

It shall be at BROOMFIELD's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist BROOMFIELD as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of BROOMFIELD and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of BROOMFIELD and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation the DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual

and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State. Consultant or Contractor acknowledges that the DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-1-1, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES, and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of BROOMFIELD, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT Seal COLORADO

(SEAL)

ATTEST:

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

By Paul A Hindman

Title Executive Director

Date 4/30/12

CITY AND COUNTY OF BROOMFIELD SEAL

(SEAL)

ATTEST:

Judith L Kaiser
Deputy Clerk

CITY AND COUNTY OF BROOMFIELD

By G. Stokes

Title Mayor Pro-Tem

Date April 24, 2012

APPROVED AS TO FORM:

City and County of Broomfield Attorney, Deputy

Exhibit E
Nissen at Lowell UDFCD Agreement

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NISSEN RESERVOIR DRAINAGEWAY (BASIN 3207) AT LOWELL BOULEVARD,
CITY AND COUNTY OF BROOMFIELD

Agreement No. 11-11.01

Exhibit A

Exhibit F
Metzger Foundation Agreement

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

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

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

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

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

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

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

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

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

3.1 The Foundation.

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

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

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

3.2 Acquisition of the Property. The Foundation, acting by and through the Board, shall enter into a purchase agreement, in substantially the form as attached hereto as Exhibit C, with the Owner of the Property.

3.3 Financing the Acquisition of the Property.

(a) The acquisition of the Property by the Foundation shall be paid for and financed by grants, donations, gifts, and other contributions from public and private entities and by the issuance of financial obligations by the Foundation. All grants received for the purpose of acquiring, improving, or maintaining the Property shall be divided equally between the Parties, regardless of which Party applied for the grant. The Parties agree to pay to the Foundation their proportionate shares of the rental payments or other debt service incurred by the Foundation from funds available to each Party as set forth in a lease, indenture or other financing documents and as described in the Official Statement or other offering documents, or other financing documents, as appropriate, subject to the limitations described in paragraph 16.0 of this Agreement.

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

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

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

3.4 Ownership of the Property. The Foundation shall own the Property until such time as any and all indebtedness on the Property or portions thereof is paid in full and all liens on the Property are released. The proposed indebtedness on the Property is set forth on Exhibit D-1. Base Rental Payments to be paid to the Foundation by Broomfield and Westminster are set forth on Exhibits D-2 and D-3. At such time as any and all indebtedness on the Property or any portion thereof as set forth on Exhibit D-1 is paid in full and all liens on the Property are released, the Foundation shall convey to each Party by special warranty deed an undivided one-half interest in and to the Property or portion thereof, provided each Party has paid the Foundation an amount equal to their Base Rental Payments set forth on Exhibits D-2 and D-3 that is equal to the Foundation's outstanding indebtedness on the Property as set forth on Exhibit D-1. Should either Party fail to pay an amount equal to their Base Rental Payments set forth on Exhibits D-2 and D-3 that is equal to the Foundation's outstanding indebtedness on the Property as set forth on Exhibit D-1 and the other Party pays the Foundation such amount, the Foundation conveyance to such Party at the time as any and all indebtedness on the Property or portion thereof is paid in full and all liens on the Property are released shall reflect an undivided interest reflecting the increased ownership interest of such Party determined by the percentage of payment so made by such Party, as described by the "accrual method for ownership" in Section 3.5 below. The Foundation conveyance to the Party that has failed to pay the Foundation an amount equal to its respective share of the Foundation's outstanding indebtedness on the Property as described in Exhibit D shall reflect an undivided interest reflecting the decreased ownership interest of such Party determined by the percentage of payment so made by such Party, as described by the "accrual method for ownership" described in Section 3.5 below.

Additionally, the Parties acknowledge that Westminster may acquire from the Foundation a portion of the Property for the expansion and improvement of Lowell Boulevard on the westernmost border of the Property, at some time in the future, and said acquisition and improvement is intended to be excluded from the operation of the conservation easements mentioned herein. In the event, Westminster decides to acquire a portion of the Property for the expansion and improvement of Lowell Boulevard, the Foundation shall be reimbursed for said portion of the Property and the base rental payments for each Party shall be adjusted proportionately in accordance with this Agreement.

Exhibit F
Metzger Foundation Agreement

3.5 Accrual Method of Ownership. In the event that one Party has paid an amount greater than or less than the Base Rental Payments set forth on Exhibits D-2 and D-3, the Foundation conveyance to the Parties, at the time as any and all indebtedness on the Property set forth in Exhibit D-1 is paid in full and all liens on the Property are released, shall reflect increased or decreased ownership in the Property based on the formula set forth in Exhibit F.

(a) If one party fails to make a payment of principal and interest on the outstanding obligations, as set forth on Exhibit D-2 and D-3, the other party may make such payment ("substitute payment") and shall, at the time as any and all indebtedness on the Property is paid in full and all liens on the Property are released, receive an increase in ownership in the Property. In the event a Party cures in accordance with this sub-section (a) and the Party obtains an increased ownership interest in the Property, the Parties agree to amend this Agreement to provide for representation on the Foundation Board of Directors that is proportionate to the ownership interests of the Parties.

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

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

Definitions

1. Base Rental Principal Payment: the periodic Certificates of Participation ("COPs") principal payment required by Exhibit D-2 and D-3. Exhibit D-2 includes the Base Rental Principal Payment Schedule for Broomfield. Exhibit D-3 includes the Base Rental Principal Payment Schedule for Westminster.
2. Total Base Rental Principal Payments: the total of all COPs principal payments over the term to maturity of the COPs.
3. For each principal payment made by each entity, the percent of ownership accrued shall be calculated in accordance with the formula set forth in Exhibit F.

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

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

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

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

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

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

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

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

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

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

as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

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

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

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

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

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

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

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

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

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

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

16.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations by December 31 of each year. Subject to the provisions of Section 3.6 change to either just 3.7 or Sections 3.4, 3.5, 3.6, and 3.7 hereof, in the event a Party fails to appropriate funds for this Agreement beyond the current fiscal year, this Agreement will immediately terminate without further liability to the other Party. In the event a Party fails to appropriate funds for this Agreement, it shall give written notice of such failure to the other Party. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the other Party.

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

18.0 SEVERABILITY. Subject to the provisions of Section 3.6 change to 3.7 or Sections 3.4, 3.5, 3.6, and 3.7 hereof if any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole. In any such event, the Parties agree to negotiate in good faith regarding the void or unenforceable provisions of this Agreement.

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

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

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

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the last date subscribed below.

Exhibit F
Metzger Foundation Agreement

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

Mayor Date
One Descombes Drive
Broomfield, CO 80020

CITY & COUNTY OF BROOMFIELD SEAL COLORADO

ATTEST:

Vicki Mann
City Clerk

APPROVED AS TO FORM:

City & County Attorney, Deputy

Exhibit F
Metzger Foundation Agreement

CITY OF WESTMINSTER,
a Colorado municipal corporation

Mayor 12/12/05
Date
4800 W. 92nd Ave.
Westminster, CO 80031

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney, Asst.

Exhibit G
120th FASTER Concept Plan

Exhibit G
Conceptual Plan Showing the 120th Avenue FASTER Project Scope of Work
(3 Sheets)

Exhibit G

120th FASTER Concept Plan

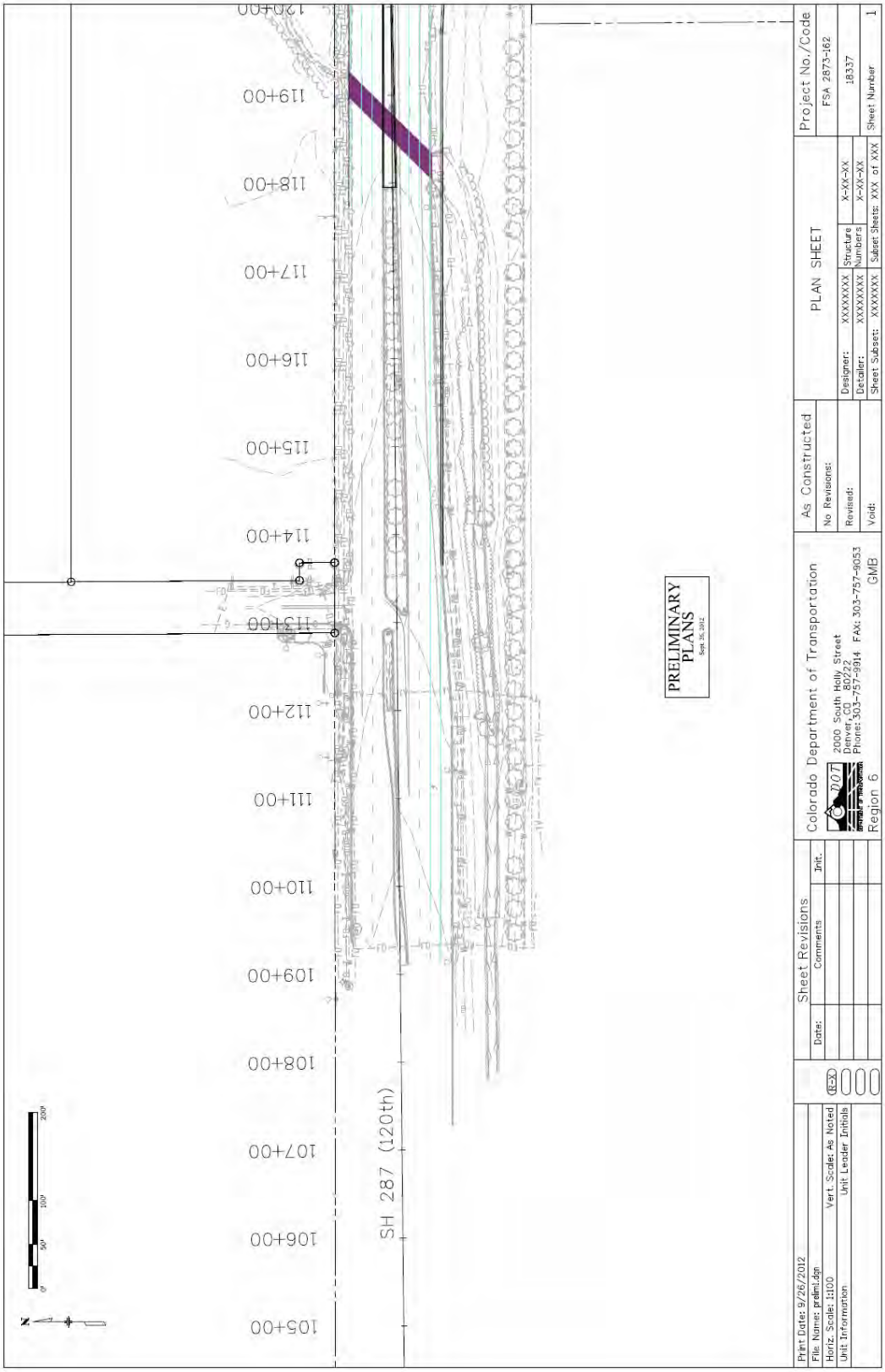


Exhibit G

120th FASTER Concept Plan

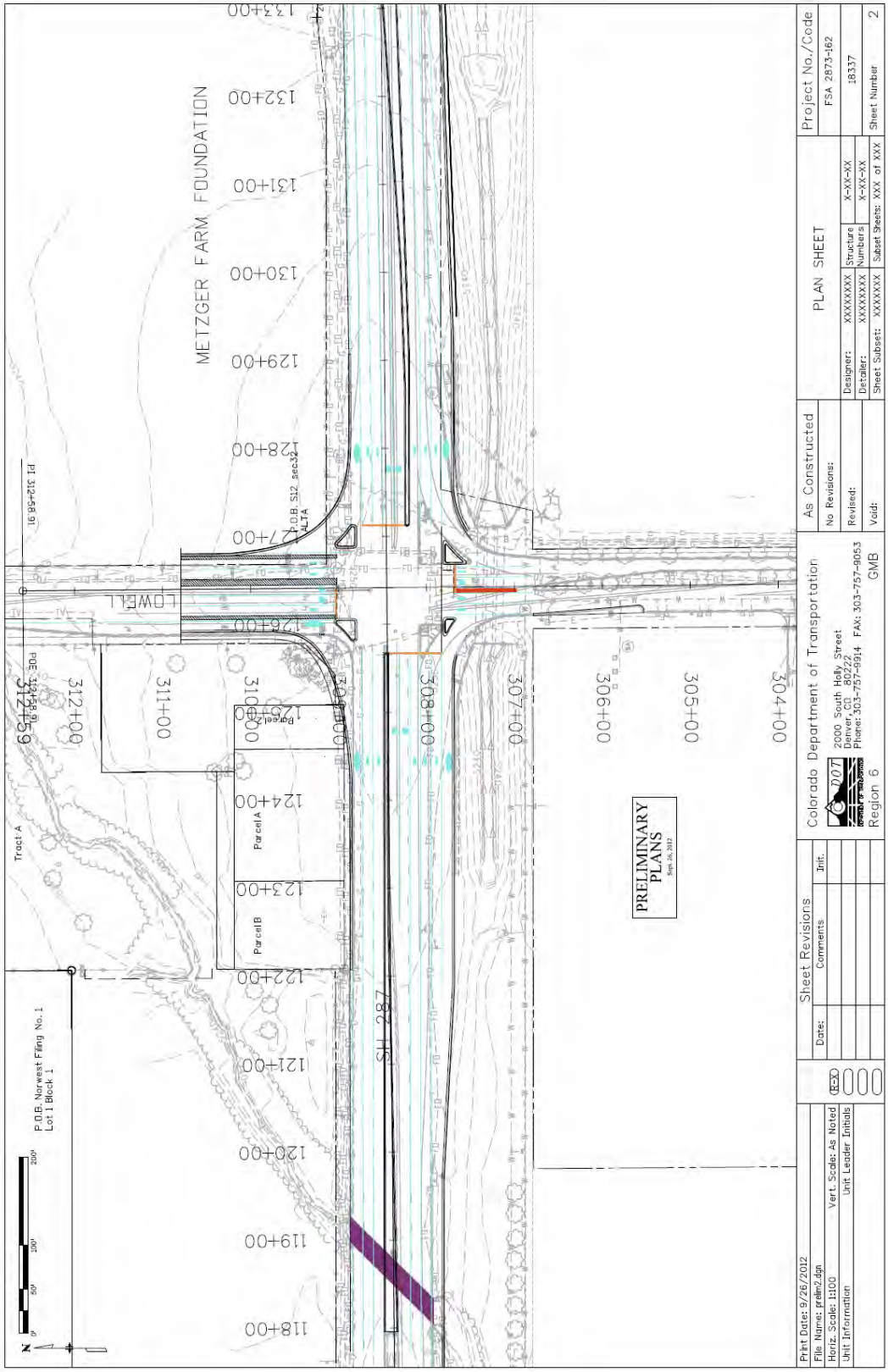
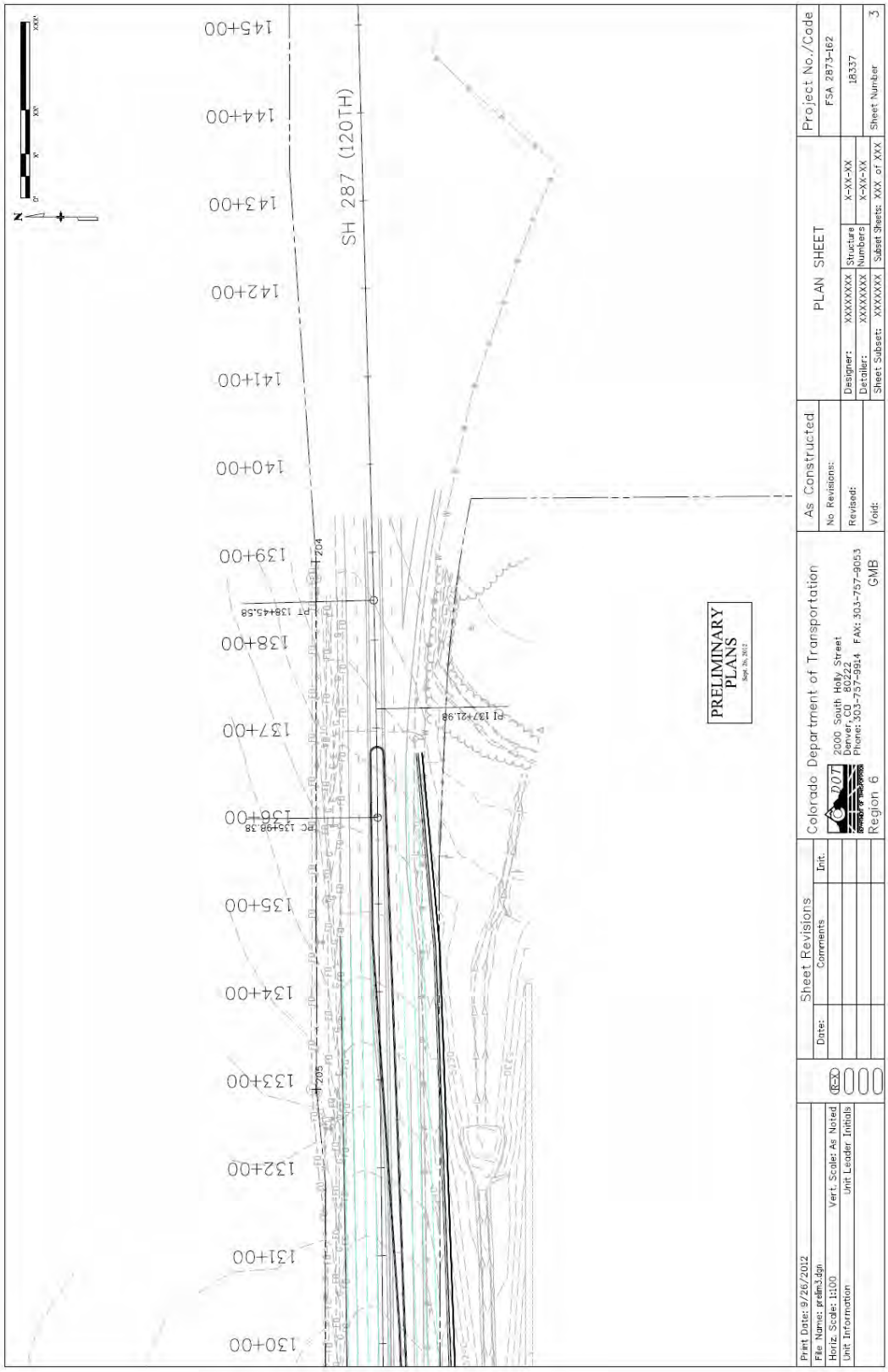


Exhibit G

120th FASTER Concept Plan



CITY AND COUNTY OF BROOMFIELD

CONSTRUCTION BID PLANS OF PROPOSED
LOWELL BOULEVARD - W. 120TH AVENUE TO E. MIDWAY BOULEVARD

F.I.R. Plans
December 7, 2012

TABULATION OF LENGTH & DESIGN DATA

STATION	LOWELL BOULEVARD	
	FEET	MILES
BEGIN PROJECT = LOWELL BLVD. STA. 100+00.00 END PROJECT = LOWELL BLVD. STA. 152+58.20	5258.20	1.00
TOTALS	5258.20	1.00
SUMMARY OF PROJECT LENGTH	FEET	MILES
	5258.20	1.00

DESIGN DATA	LOWELL BOULEVARD
DESIGN SPEED	45 MPH
POSTED SPEED	45 MPH
MAXIMUM GRADE	3.21%
MINIMUM GRADE	0.39%
MINIMUM S.S.D. HORIZONTAL	360 FT.
MINIMUM S.S.D. VERTICAL	360 FT.
MINIMUM CLEAR ZONE	20 FT.
2010 DESIGN TRAFFIC (ADT)	16,300
2030 DESIGN TRAFFIC (ADT)	19,000

PROJECT LOCATION MAP

0' 1/4 Mile 1/2 Mile 1 Mile

SHEET NO.			TITLE
	1		TITLE SHEET
	2		STANDARD PLANS LIST
	3		SURVEY TABULATION
4	-	5	GENERAL NOTES
6	-	10	TYPICAL SECTIONS
	11		SUMMARY OF EARTHWORK
	12		PEDESTRIAN REFUGE ISLAND DETAILS
13	-	22	ROADWAY GEOMETRY
23	-	32	ROADWAY PLANS
33	-	42	ROADWAY PROFILES -- LOWELL BOULEVARD
43	-	46	ROADWAY PROFILES -- CROSS STREETS
47	-	49	ROADWAY PROFILES -- ACCESSES
	50		NISSEN CROSSING GENERAL LAYOUT
	51		NISSEN CROSSING RETAINING WALL PROFILES
52	-	54	STORM SEWER PROFILES
55	-	56	DRAINAGE DETAILS
57	-	58	WATER QUALITY DETAILS
	59		METZGER FARM GRADING PLAN
60	-	61	LOW-FLOW CROSSING DETAILS
	62		METZGER FARM EROSION CONTROL PLAN
63	-	65	TRAFFIC SIGNAL PLANS
66	-	110	CROSS SECTIONS -- LOWELL BOULEVARD
111	-	114	PRELIMINARY LAND SURVEY CONTROL DIAGRAM
115	-	116	RIGHT OF WAY PLANS -- OWNERSHIP SHEET

811 Know what's below Call before you dig.

12/7/2012 12:19:00 PM
P:\12-019.01 Lowell Boulevard - Broomfield\12019\Design\Drawings\12019DES_TitleSht.dgn

Print Date: 12/7/2012
Drawing File Name: 12019DES_TitleSht.dgn
Horiz. Scale: As Noted Vert. Scale: As Noted
Unit Information

MULLER ENGINEERING CO., INC. 777 S. Wadsworth Blvd. #4 - 100 Lakewood, CO 80226 303-928-4939

Sheet Revisions		
Date:	Comments	Init.

City and County of Broomfield
One DesCombes Drive
P.O. BOX 1415
Broomfield, CO 80038

As Constructed
No Revisions:
Revised:
Void:

TITLE SHEET

Designer:	DTW	Structure Numbers	
Detailer:	MAW		
Sheet Subset:	TITLE	Subset Sheets:	1 of 1

Sheet Number 1

Exhibit H

Lowell Boulevard and Nissen Channel Improvements

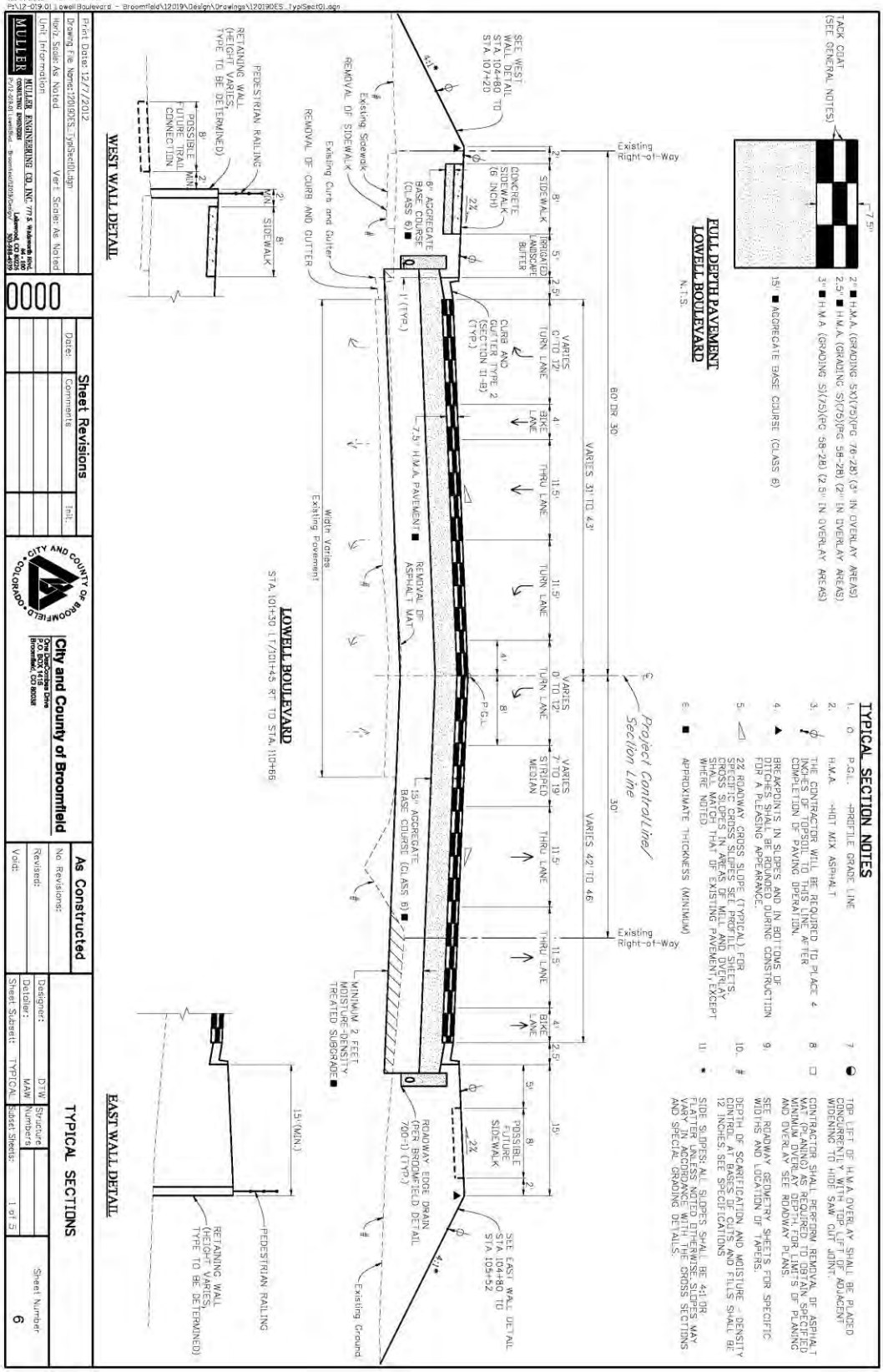
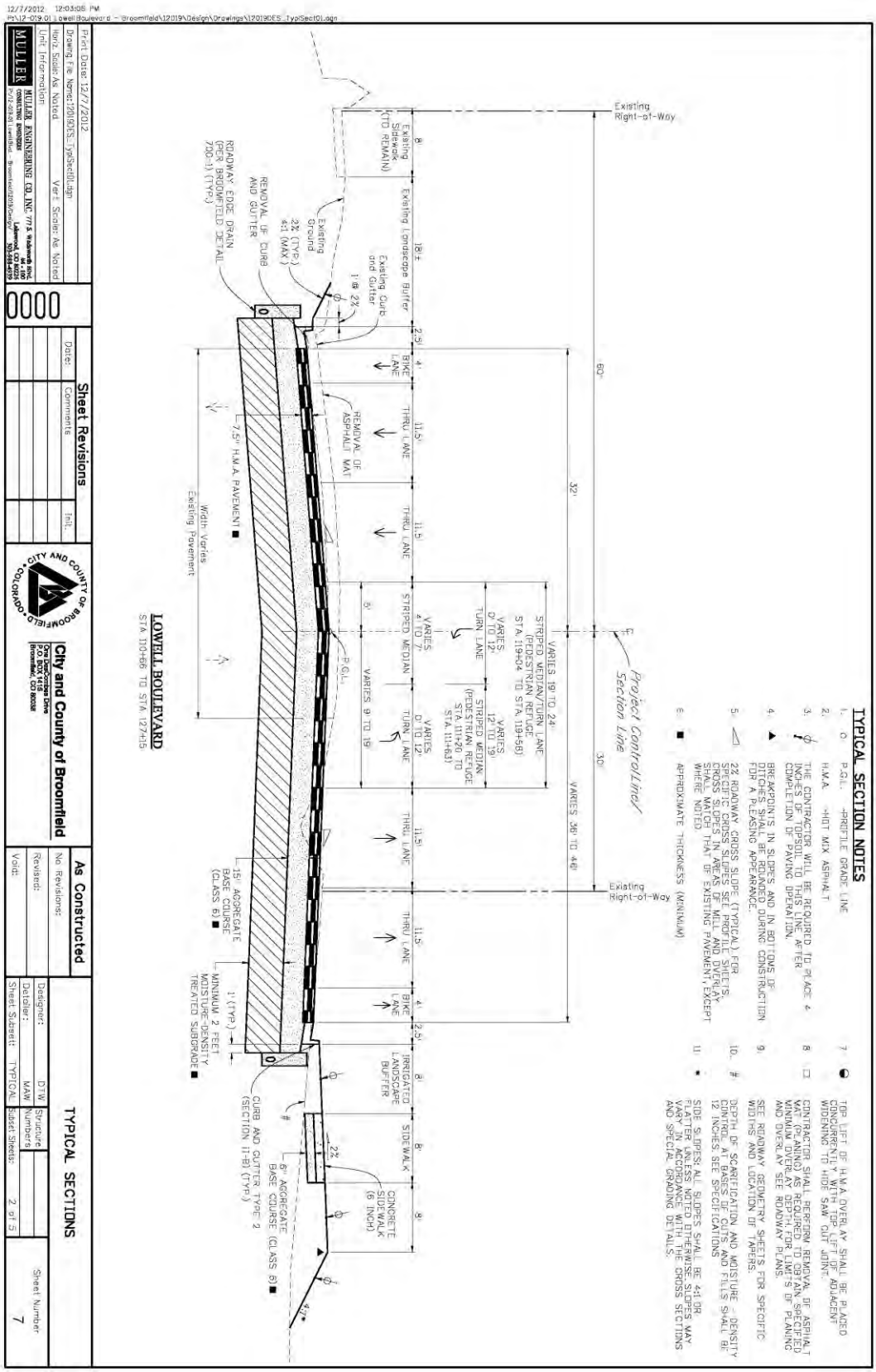


Exhibit H

Lowell Boulevard and Nissen Channel Improvements



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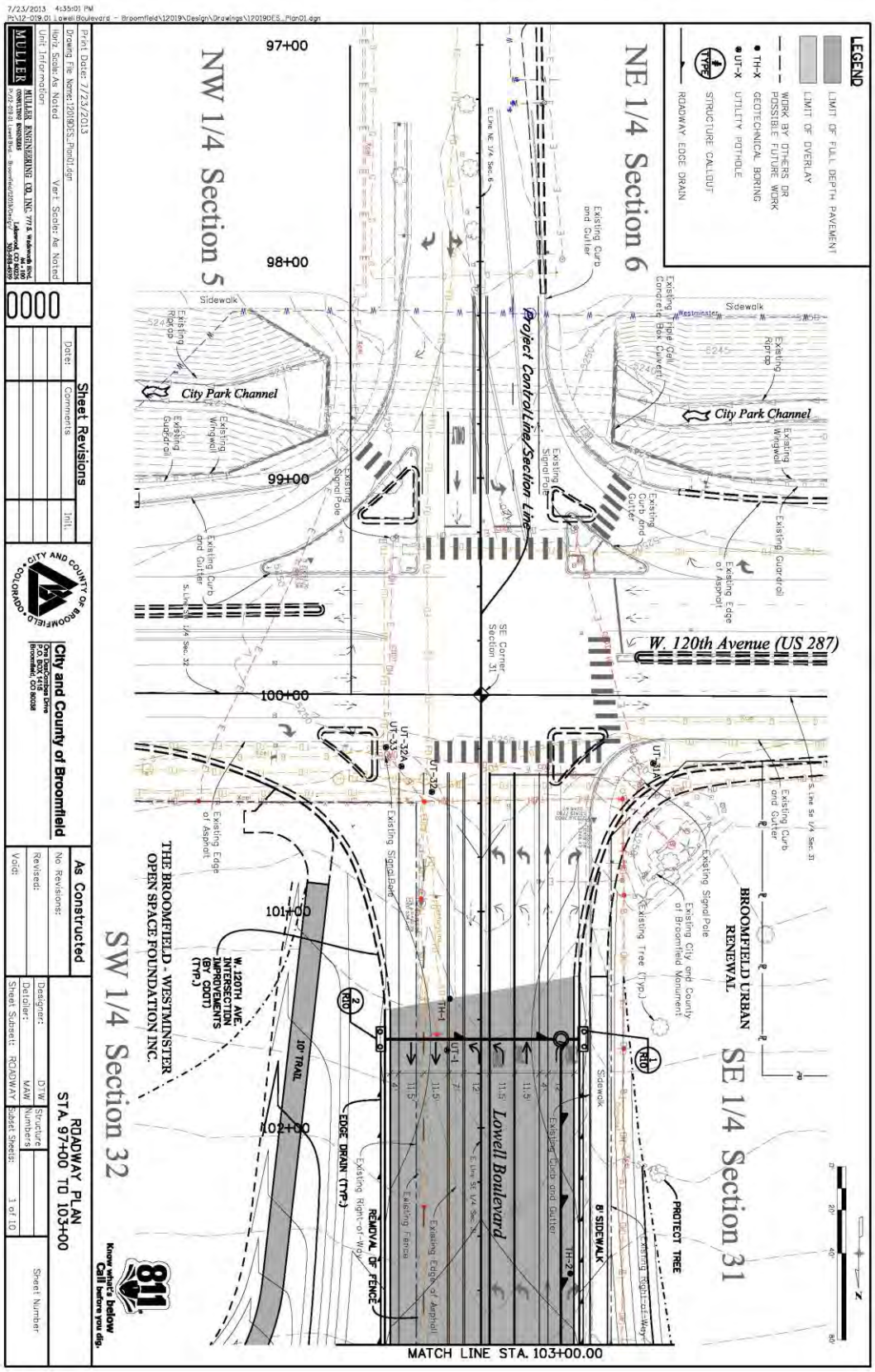

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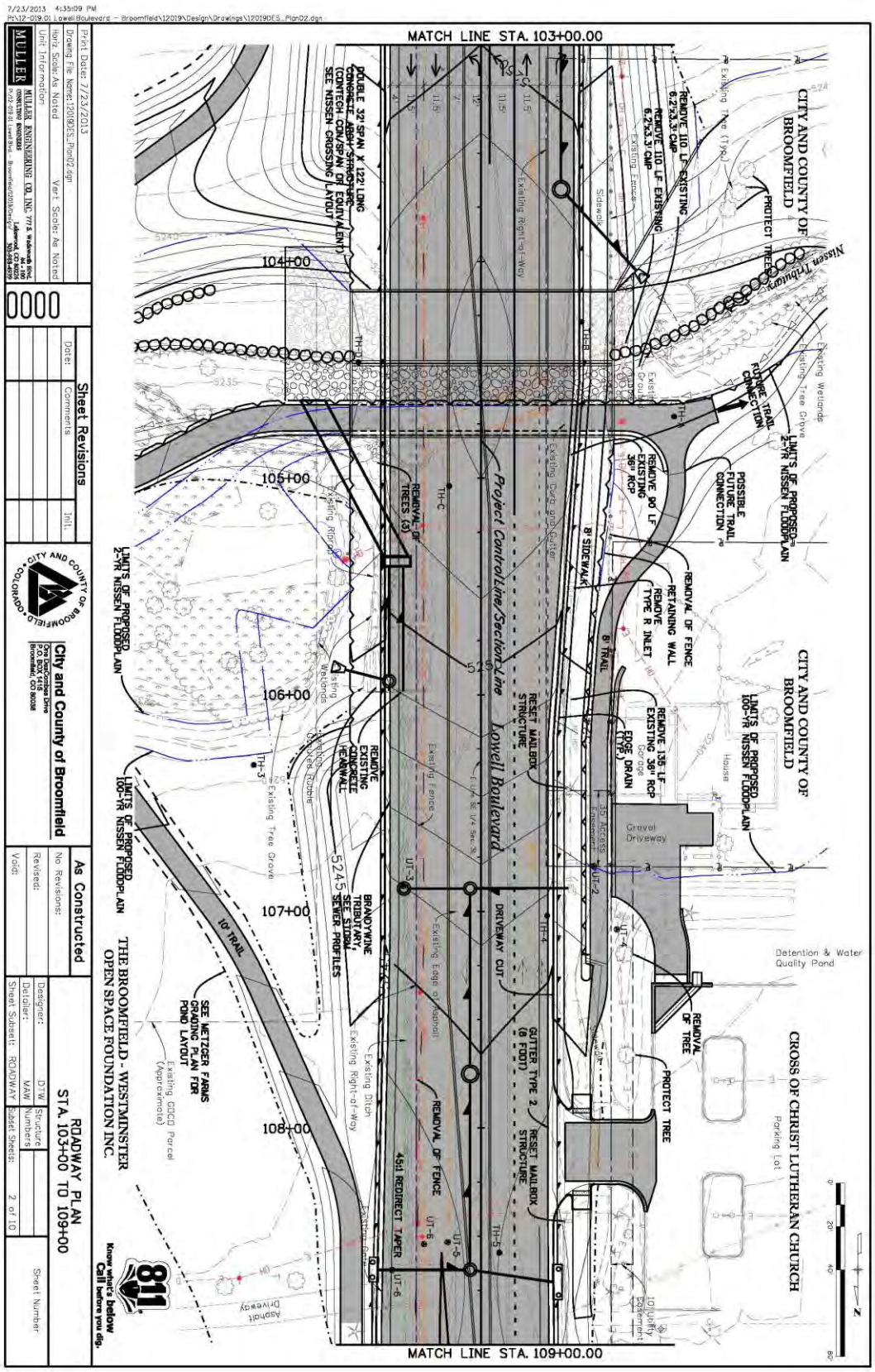

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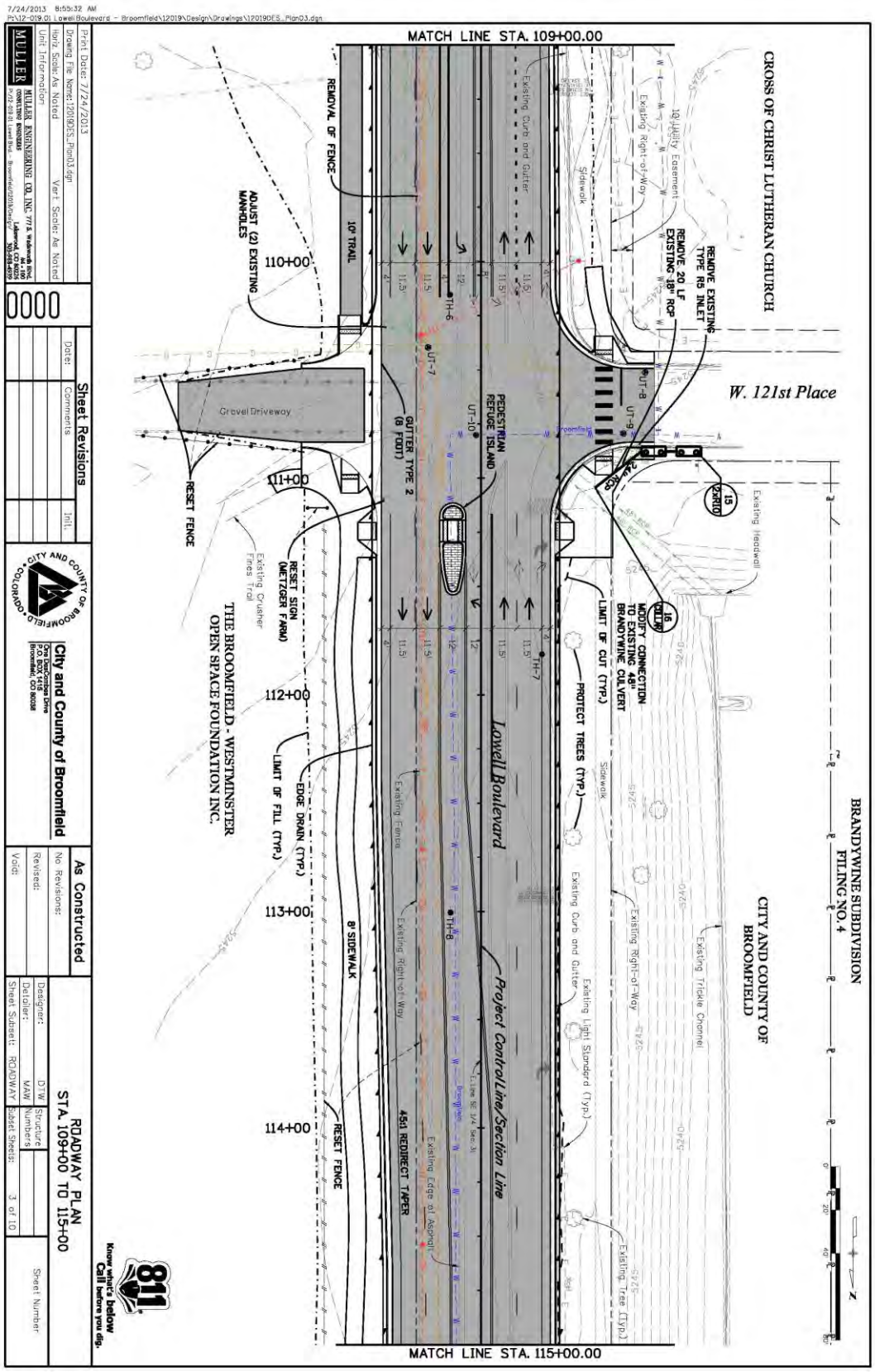

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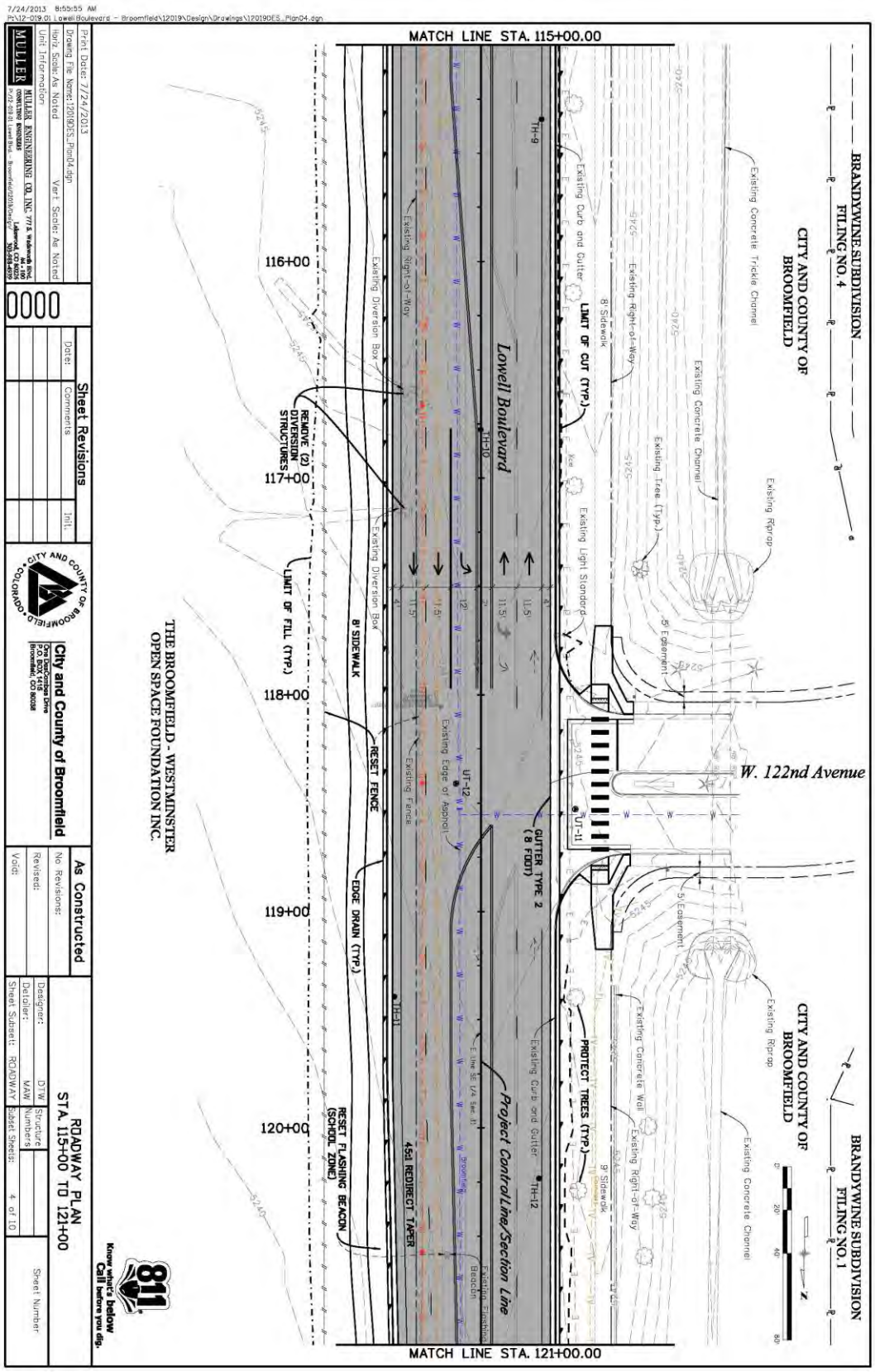

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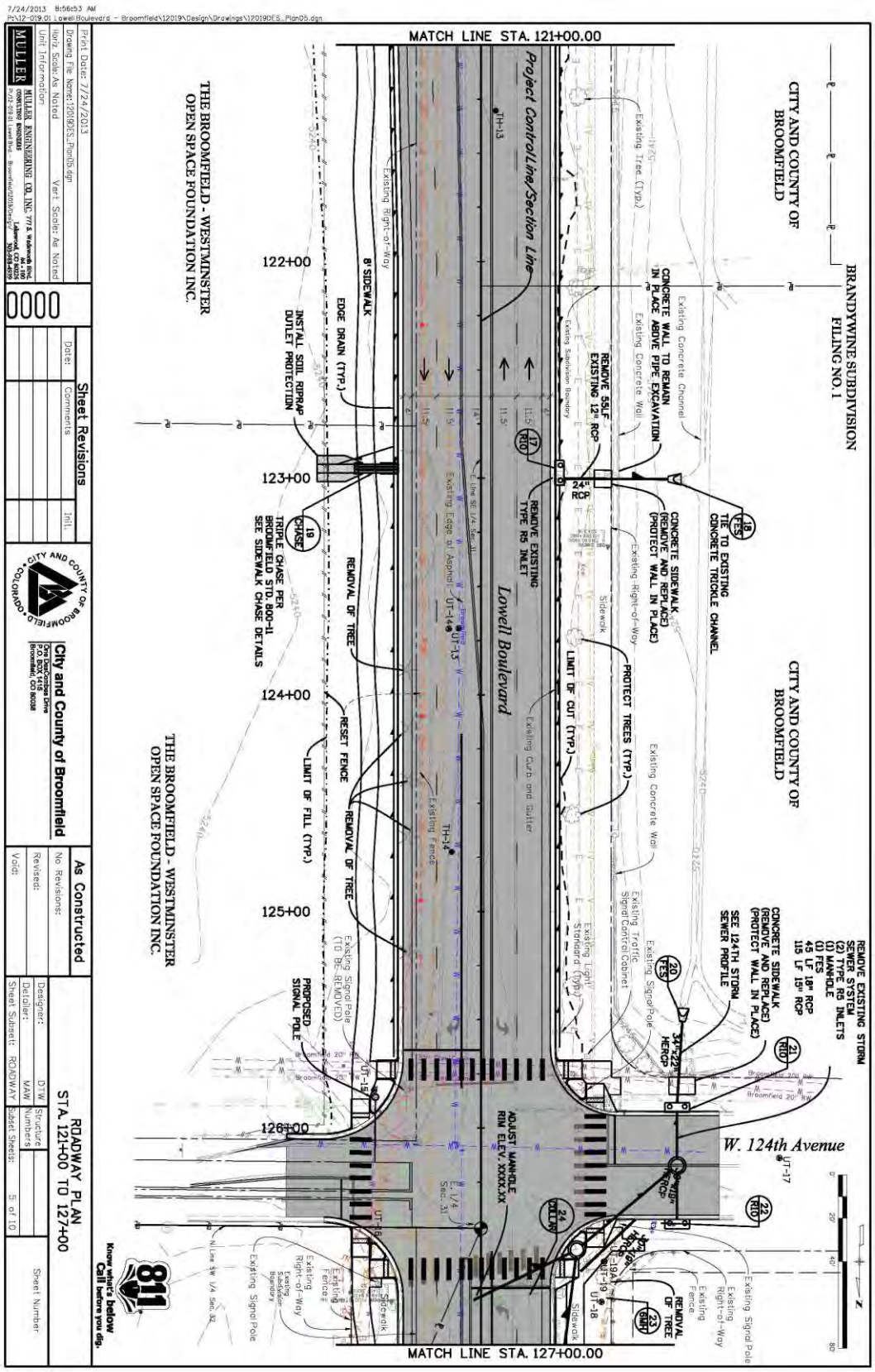

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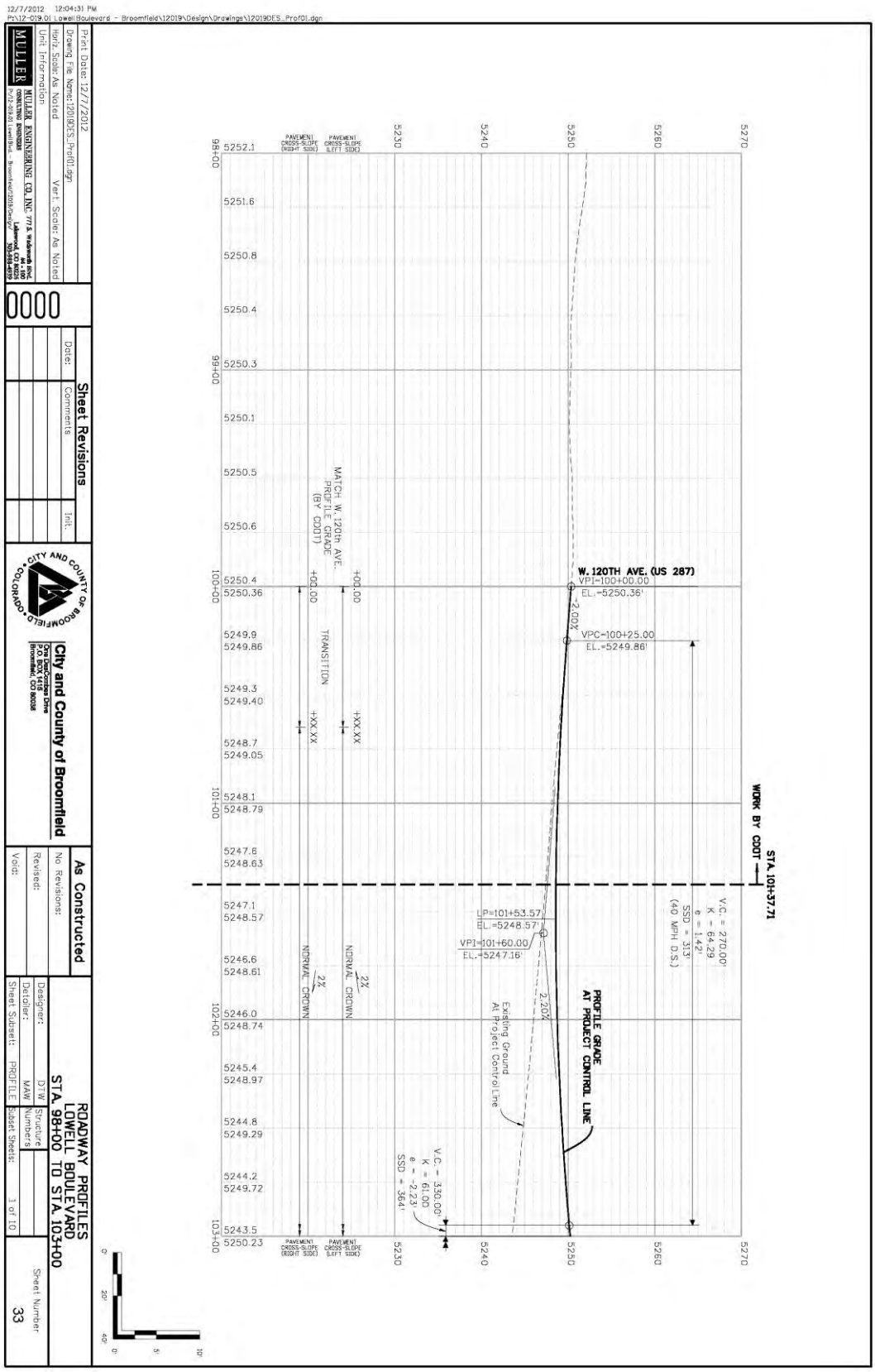

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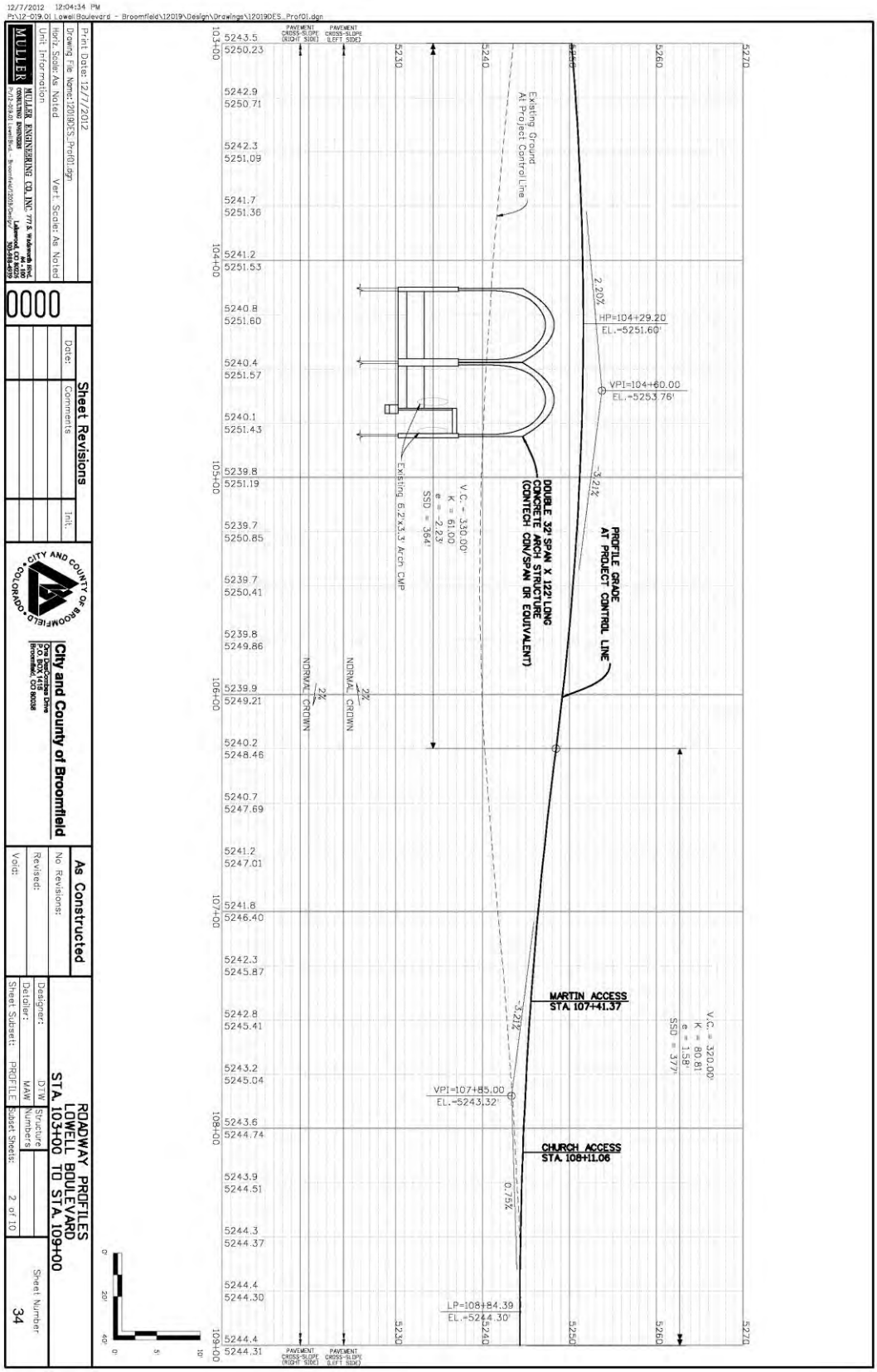

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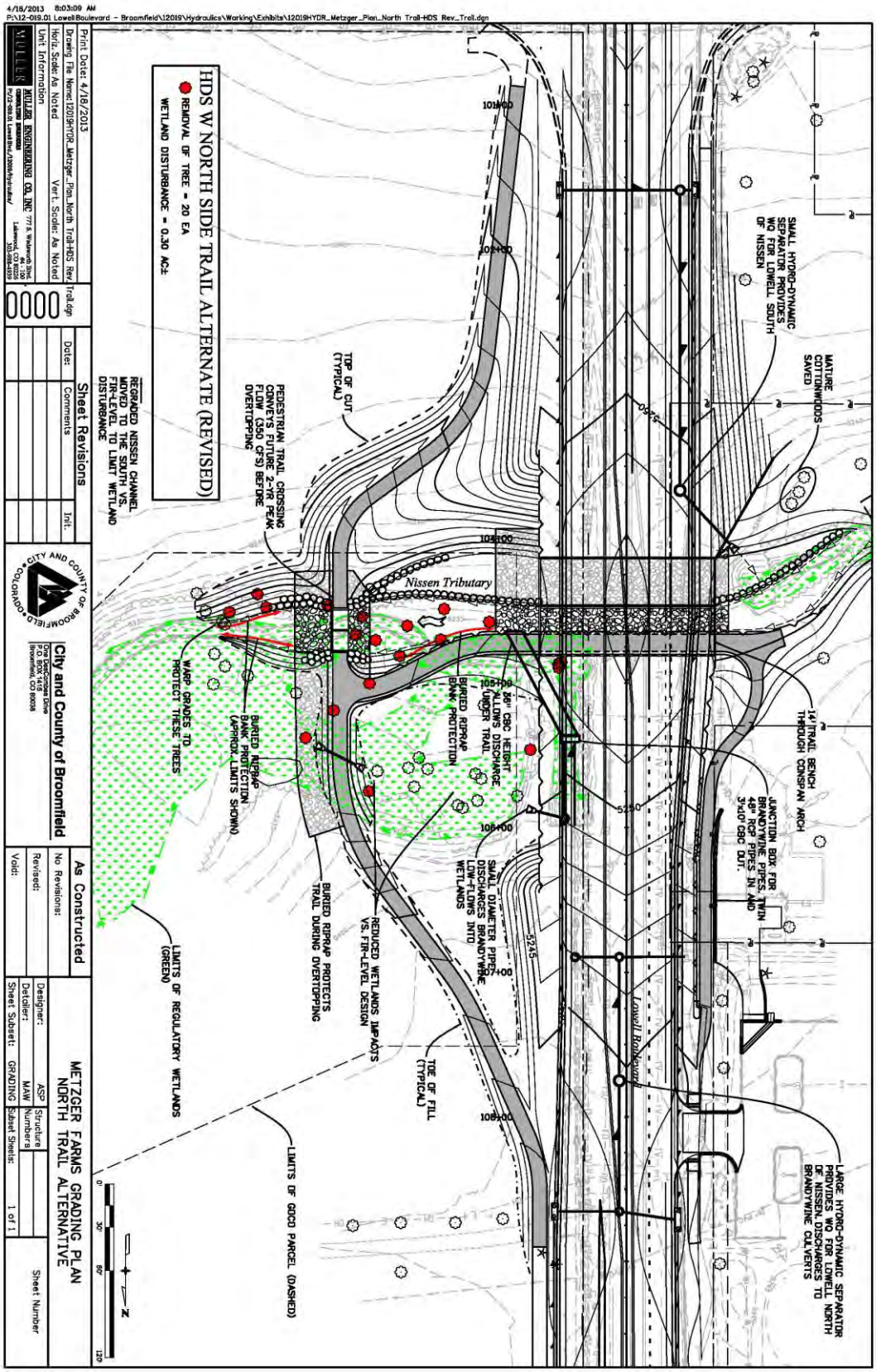

Exhibit I

City Park Chase to Sheridan 2006 OSP Cost Table

City Park Drainageway Outfall Systems Plan — 120th to Sheridan Alternative/Prelim. Design

Summary of Costs	Option 2	Cost allocation based on location of improvements, who benefits and where the water came from. 50% location, 50% who benefits and where runoff originates	
		Location	
		Broomfield	Westminster
120th to Downstream of Sheridan			
120th Avenue Crossing	$605,000	$605,000	
Chase Street Crossing	$156,000	$156,000	
Sheridan Blvd. Crossing	$600,000	$300,000	$300,000
Boulder Channel	$544,000	$544,000	
TOTAL	**$1,905,000**	**$1,605,000**	**$300,000**
120th to Big Dry Creek			
Divert City Park Drainageway to Big Dry so. Side of 120th			
Lowell (South)	$250,000	$125,000	$125,000
120th Avenue	$0	$0	$0
Lowell (North)	$320,000	$213,000	$107,000
South Channel	$700,000	$467,000	$233,000
North Channel	$530,000	$305,000	$225,000
TOTAL	**$1,800,000**	**$1,110,000**	**$690,000**
120th to Big Dry Creek			
City Park Drainageway in existing path			
Lowell (South)	$0	$0	$0
120th Avenue	$325,000	$217,000	$108,000
Lowell (North)	$600,000	$400,000	$200,000
South Channel	$0	$0	$0
North Channel	$875,000	$477,000	$398,000
TOTAL	**$1,800,000**	**$1,094,000**	**$706,000**
	Total with Diversion	**$2,715,000**	**$990,000**
	Total with flow in existing path	**$2,699,000**	**$1,006,000**

WESTMINSTER

Agenda Item 8 L

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Second Reading for Councillor's Bill No. 38 re The Pacific Companies and Urban Pacific Multi-Housing LLC Contract Amendment to Buy and Sell Real Estate

Prepared By: Susan F. Grafton, Economic Development Director

Recommended City Council Action

Pass Councillor's Bill No. 38 on second reading authorizing the City Manager to execute an amendment to the Contract to Buy and Sell Real Estate, in substantially the same form as attached, with Urban Pacific Multi-Housing, LLC and Pacific West Communities, Inc.; and to take all actions necessary to close this land sale.

Summary Statement

- This Councillor's Bill was passed on first reading on September 23, 2013.
- The City owns approximately 15.8 acres between The Promenade and Circle Point.
- The Contract to Buy and Sell Real Estate with Urban Pacific Multi-Housing, LLC and Pacific West Communities was approved by City Council on July 9, 2012.
- The current sale price is approximately $4,469,000 ($6.50/sf). Net proceeds from the land sale, taking into account all closing costs, brokers fee and NBC Metropolitan District exclusion, will be approximately $3,738,550.
- The project was delayed until the developers and city staff could reach agreement on the project layout and parking elements.
- The amendment provides for a new closing date of March 15, 2014, places a cap on the Public Land Dedication fee and specifically outlines how costs will be shared concerning the NBC Metropolitan Districts.
- The developers propose building no less than 450 multi-family units on the property, which is in line with the City's vision for this area.

Expenditure Required: Approximately $730,000

Source of Funds: Proceeds from Land Sale

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance with Exhibit A - Amendment to Contract to Buy and Sell Real Estate

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **38**

SERIES OF 2013 INTRODUCED BY COUNCILLORS
Major - Winter

A BILL
FOR AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF WESTMINSTER AND THE PACIFIC COMPANIES AND URBAN PACIFIC MULTI-HOUSING, LLC TO BUY AND SELL REAL ESTATE

WHEREAS, the City of Westminster (Seller) and The Pacific Companies and Urban Pacific Multi-Housing, LLC (together referred to as Buyers) are parties to a Contract to Buy and Sell Real Estate dated July 10, 2012; and

WHEREAS, it is necessary to amend the Contract to Buy and Sell Real Estate to provide for a new closing date, to clarify actions concerning the NBC Metropolitan District, to cap the Public Land Dedication Fee for this project and to establish the requirement for parking structure; and,

WHEREAS, a proposed Amendment to Contract to Buy and Sell Real Estate between the City and the Buyers is attached hereto as Exhibit "A" and incorporated herein by this reference.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Amendment of the Contract to Buy and Sell Real Estate in substantially the same form as attached as Exhibit "A," and upon execution of the Amendment to fund and implement said Amendment.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of September, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of October, 2013.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

AMENDMENT TO CONTRACT TO BUY
AND SELL REAL ESTATE ("FIRST AMENDMENT")

This First Amendment to Contract to Buy and Sell Real Estate is made and entered into as of the 23rd day of September, 2013.

The undersigned Buyer and Seller are parties to that certain Contract to Buy and Sell Real Estate, dated July 10, 2012, attached hereto as Exhibit A ("Contract").

The Parties hereby agree that the Contract is hereby amended as follows:

1. Section 2.c. is amended to read as follows:

Item No.	Reference	Event	Date or Deadline
1	§ 30a	Earnest Money Deadline	10 days from Effective Date-PROVIDED
2	§ 5a	Loan Application Deadline	N/A
3	§ 5b	Loan Conditions Deadline	N/A
4	§ 5c	Buyer's Credit Information Deadline	N/A
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	N/A
6	§ 5d	Existing Loan Documents Deadline	N/A
7	§ 5d	Existing Loan Documents Objection Deadline	N/A
8	§ 5d	Loan Transfer Approval Deadline	N/A
9	§ 6a(2)	Appraisal Deadline	N/A
10	§ 7a	Title Deadline	30 days from Effective Date-DONE
11	§ 8a	Title Objection Deadline	45 days from Effective Date-NO OBJECTION
12	§ 7c	Survey Deadline	30 days from Effective Date-PROVIDED
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date-NO OBJECTION
14	§ 7b	Document Request Deadline	30 days from Effective Date-PROVIDED
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date-PROVIDED
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date-NO OBJECTION
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date-LETTER FROM BUYER RECEIVED
21	§ 10c	Resolution Deadline	120 days from Effective Date-RESOLUTION ACHIEVED
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	Approval Deadline	March 15, 2014
24	§ 12	Closing Date Deadline	March 15, 2014
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	Acceptance Deadline Date	N/A
28	§ 30	Acceptance Deadline Time	N/A

2. Paragraph 30.b is hereby amended to read as follows:

Seller agrees to extend the Closing Date Deadline with two (2) thirty-day extensions upon payment by Buyer of a payment of $100,000 for each exercised extension. The first extension is non-refundable but applicable to the sales price. The second extension is non-refundable and non-applicable to the sales price. Any such Extension Payments shall be immediately released to the Seller

3. Paragraph 30.c is hereby amended to read as follows:

Buyer agrees to aggressively proceed with the Official Development Plan approval process to encompass at least 150 multi-family units as part of Phase I of the proposed project. The project will provide no less than 100 under-building or podium parking spaces.

Further, Buyer agrees to turn around all resubmittals, requests for information and additional approval components within 30 days of request, City response or project timeline. As noted in Paragraph 25e, Seller agrees to not unduly delay its review of Buyer's applications and submittals.

4. Paragraph 30.e is hereby amended to read as follows:

e. Buyer intends to develop an urban style, high quality finish, market rate multi-family project of 450 units (the number of units is subject to final ODP approval, but shall be no less than 450 units).

5. Paragraph 30 is hereby amended to include the addition of new subparagraphs 30.g and 30.h as follows:

g. Seller agrees that Buyer's Public Land Dedication fee for Buyer's intended development shall not exceed $5.00/sf.

h. Should Seller & Buyer agree to pursue exclusion from the NBC Metropolitan District, Seller shall receive from Buyer at closing an amount equal to 50% of Seller's actual cost to exclude the Property from the NBC Metropolitan District, including, but not limited to, the City's consultant and legal costs in an amount not to exceed $500,000. Buyer acknowledges and agrees that Seller may elect to not pursue exclusion of the Property if the cost to exclude exceeds $1,000,000, including consultant and legal costs, and such election shall not be grounds for terminating this contract.

6. Buyer agrees the Contract has not been previously terminated and has remained and is in full force and effect as of the date of this Amendment. All terms and conditions of the Contract remain unchanged except as specifically modified by this Amendment.

Date: _____

Buyer: The Pacific Companies

By: _____

Address: 430 E. State St., Ste. 100, Eagle, ID 83616
Phone No.: (208) 461-0022
Fax No.: (208) 461-3267
Email Address: calebr@tpchousing.com

Date: _____

Buyer: Urban Pacific Multi-Housing, LLC

By: _____

Address: 5318 E. 2nd St., Ste. 644, Long Beach, CA 90803
Phone No.: (562) 552-1777
Fax No.: N/A (email to: choppin@urbanpacific.com)
Email Address: choppin@urbanpacific.com

Date: _____

By: _____
Seller

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Date: _____

By: _____
Seller: City of Westminster

Address: 4800 W. 92nd Avenue, Westminster, CO 80031
Phone No.: 303-658-2400
Fax No.: 303-706-3920
Email Address: _____

This form is based upon Form CBS1-10-06 of the Colorado Real Estate Commission. **CAO REVISED JANUARY 2008**

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(ALL TYPES OF PROPERTIES – CAO REVISED JANUARY 2008)

Effective Date: ~~[FILL IN]~~ July 10, 2012
Purchase Price: $4,469,931

1. AGREEMENT. Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract (Contract).

2. DEFINED TERMS.

a. Buyer. Buyer, Urban Pacific Multi-Housing, LLC and The Pacific Companies, will take title to the real property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** Limited Liability Company.

Seller. Seller is City of Westminster, a Colorado home-rule municipality

b. Property. The Property is the following legally described real estate in the County of Jefferson, Colorado: See Exhibit "A" attached hereto and incorporated herein by this reference, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 30a	Earnest Money Deadline	10 days from Effective Date
2	§ 5a	Loan Application Deadline	N/A
3	§ 5b	Loan Conditions Deadline	N/A
4	§ 5c	Buyer's Credit Information Deadline	N/A
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	N/A
6	§ 5d	Existing Loan Documents Deadline	N/A
7	§ 5d	Existing Loan Documents Objection Deadline	N/A
8	§ 5d	Loan Transfer Approval Deadline	N/A
9	§ 6a(2)	Appraisal Deadline	N/A
10	§ 7a	Title Deadline	30 days from Effective Date
11	§ 8a	Title Objection Deadline	45 days from Effective Date
12	§ 7c	Survey Deadline	30 days from Effective Date
13	§ 8c(2)	Survey Objection Deadline	45 days from Effective Date
14	§ 7b	Document Request Deadline	30 days from Effective Date
15	§ 7d(5)	CIC Documents Objection Deadline	N/A
16	§ 8b	Off-Record Matters Deadline	30 days from Effective Date
17	§ 8b	Off-Record Matters Objection Deadline	60 days from Effective Date
18	§ 8f	Right of First Refusal Deadline	N/A
19	§ 10a	Seller's Property Disclosure Deadline	N/A
20	§ 10b	Inspection Objection Deadline	90 days from Effective Date
21	§ 10c	Resolution Deadline	120 days from Effective Date
22	§ 10d	Property Insurance Objection Deadline	N/A
23	§ 25e	**Approval Deadline**	180 days from Effective Date
24	§ 12	**Closing Date Deadline**	180 days from Effective Date
25	§ 17	Possession Date	Closing Date
26	§ 17	Possession Time	5 p.m. Closing Date
27	§ 30	**Acceptance Deadline Date**	N/A
28	§ 30	**Acceptance Deadline Time**	N/A

d. Attachments. The following are a part of this Contract: Exhibit "A" (Legal Description"); [other, if any:].

e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable when inserted on any line in **Dates and Deadlines** (§ 2c), and it means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS.

a. **Inclusions.** The Purchase Price includes the following items (Inclusions):

~~**(1) Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including _____ remote controls; and ☐ _____~~

~~**(2) Personal Property.** The following are included if on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: ☐ **Water Softeners** ☐ **Smoke/Fire Detectors** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes)~~

(3) Other Inclusions. The Property is vacant land. The Purchase price shall include any fixtures or other appurtenances located at or on the Property as of the date hereof _____.

The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None. Conveyance shall be by bill of sale or other applicable legal instrument.

~~**(4) Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:~~

~~The Trade Fixtures to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except none. _____. Conveyance shall be by bill of sale or other applicable legal instrument.~~

~~**(5) Parking and Storage Facilities.** ☐ **Use Only** ☐ **Ownership** of the following parking facilities: N/A _____; and ☐ **Use Only** ☐ **Ownership** the following storage facilities: _____.~~

(6) Water Rights. The following legally described water rights: all rights tributary to the Property. Any water rights shall be conveyed by N/A deed or other applicable legal instrument. The Well Permit # is N/A.

(7) Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: N/A.

b. **Exclusions.** The following items are excluded: N/A.

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	$ 4,469,931	
2	§ 4a	Earnest Money Installments		$ 100,000
3	§ 4d(1)	New First Loan		-0-
4	§ 4d(2)	New Second Loan		-0-
5	§ 4c	Assumption Balance		-0-
6	§ 4f	Seller or Private Financing		-0-
7				
8				
9	§ 4b	Cash at Closing		4,369,931
10		**TOTAL**	$ 4,469,931	$ 4,469,931

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

a. **Earnest Money.** The Earnest Money set forth in this section, in the form of Good Funds is part payment of the Purchase Price and shall be payable to and held by Fidelity National Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. Earnest Money Holder shall deposit the Earnest Money in an interest bearing account in a FDIC-insured institution. All interest earned shall become part of the Earnest Money.

b. Cash at Closing. All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

~~**c. Down Payment Assistance; Seller Paid Costs.** Seller, at Closing, shall credit $ N/A to Buyer to assist with Buyer's down payment. Seller shall also, at Closing, credit to Buyer the amount of $ N/A to assist with Buyer's closing costs, not to exceed the amount due from Buyer for such costs. These amounts are in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.~~

~~**d. New Loan.** N/A~~

~~**(1) New First Loan.** Buyer shall obtain a new loan set forth in this section as follows:~~

~~☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Other** _____.~~

~~This loan will be secured by a _____ (1st, 2nd, etc.) deed of trust.~~

~~The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan amount, not in excess of $_____, which shall be amortized over a period of _____ ☐ **Years** ☐ **Months** at approximately $_____ per _____ including principal and interest not to exceed _____% per annum, plus, if required by Buyer's lender, a deposit of _____ of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.~~

~~Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount. Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____; and the balance, if any, shall be paid by _____.~~

~~Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount. If the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed $_____; that Buyer is not allowed by law to pay for tax service and _____.~~

~~**(2) New Second Loan.** Buyer shall obtain a new loan set forth in this section as follows:~~

~~This loan will be secured by a _____ (2nd, etc.) deed of trust.~~

~~The total loan amount, not in excess of $_____, shall be amortized over a period of _____ ☐ **Years** ☐ **Months** at approximately $_____ per _____ including principal and interest not to exceed _____% per annum. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.~~

~~Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount. Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____ _____, and the balance, if any, shall be paid by _____.~~

~~Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount.~~

~~**e. Assumption.** N/A Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in this section, presently payable at $_____ per _____ including principal and interest presently at _____% per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** ☐ **Mortgage Insurance Premium** and ☐ _____.~~

~~Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate shall not exceed _____% per annum and the new payment shall not exceed $_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, then ☐ **Buyer May Terminate** this Contract effective upon receipt by Seller of Buyer's written notice of termination or ☐ _____.~~

~~Seller ☐ **Shall** ☐ **Shall Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery at Closing of an appropriate letter of commitment from lender. Cost payable for release of liability shall be paid by _____ in an amount not to exceed $_____.~~

~~**f. Seller or Private Financing.** N/A Buyer agrees to execute a promissory note payable to: _____ _____, as ☐ **Joint Tenants** ☐ **Tenants in Common** ☐ **Other** _____, on the note form as indicated:~~

~~☐ **(Default Rate)** NTD 81-10-06 ☐ **Other** _____ secured by a _____ (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated: ☐ **Strict - Due On Sale** (TD 72-10-06) ☐ **Creditworthy** (TD 73-10-06) ☐ **Assumable - Not Due On Sale** (TD 74-10-06)~~

~~☐ **Other** _____.~~

~~The promissory note shall be amortized on the basis of _____ ☐ **Years** ☐ **Months**, payable at $_____ per _____ including principal and interest at the rate of _____% per annum. Payments shall commence _____ and shall be due on the _____ day of each succeeding _____.~~

~~If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing. Payments ☐ Shall ☐ Shall Not be increased by _____ of estimated annual real estate taxes, and ☐ Shall ☐ Shall Not be increased by _____ of estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any payment is not received within _____ calendar days after its due date, a late charge of _____% of such payment shall be due, (2) interest on lender disbursements under the deed of trust shall be _____% per annum, (3) default interest rate shall be _____% per annum, (4) Buyer may prepay without a penalty except _____ _____, and (5) Buyer ☐ Shall ☐ Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.~~

~~Buyer ☐ Shall ☐ Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.~~

~~**5. FINANCING CONDITIONS AND OBLIGATIONS.** N/A~~

~~**a. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2c). Buyer shall cooperate with Seller and lender to obtain loan approval, **DILIGENTLY AND TIMELY PURSUE SAME IN GOOD FAITH,** execute all documents and furnish all information and documents required by lender, and, subject to subsections 4d(1) and (2) and § 4e, timely pay the costs of obtaining such loan or lender's consent. Buyer agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption application, nor intentionally cause any change in circumstances that would prejudice lender's approval of the loan application or funding of the loan. Buyer may obtain different financing provided Seller incurs no additional delay, cost or expense, and provided Buyer is approved for such substitute loan.~~

~~**b. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as specified in § 4b, this Contract is conditional upon Buyer's approval of the availability, terms, conditions and cost for the new loan. This condition is for the benefit of Buyer and shall be deemed waived unless Seller receives from Buyer, no later than **Loan Conditions Deadline** (§ 2c), written notice of Buyer's election to terminate this Contract as such loan was not satisfactory to Buyer. Buyer shall not have the right to terminate under this § 5b based on the terms or conditions of any loan that is the same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. **IF SELLER DOES NOT RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER SHALL BE IN DEFAULT.**~~

~~**c. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 2c), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note secured by a deed of trust in favor of Seller, this Contract, for the benefit of Seller, is conditional upon Seller's approval of the terms and conditions of any new loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's new loan (**Buyer's New Senior Loan**); Seller shall not have the right to terminate under this § 5c for any loan when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment penalties, due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does not deliver written notice of Seller's disapproval of Buyer's financial ability and creditworthiness or of **Buyer's New Senior Loan** to Buyer by **Disapproval of Buyer's Credit Information Deadline** (§ 2c), then Seller waives the conditions set forth in this section. If Seller does deliver written notice of disapproval to Buyer on or before said date, this Contract shall terminate.~~

~~**d. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2c). For the benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2c), Buyer accepts the terms and conditions of the documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 2c), this Contract shall terminate on such date. If Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4e, this Contract may be terminated at Seller's option.~~

6. APPRAISAL PROVISIONS.

a. Appraisal Condition.

☒ **(1) Not Applicable.** This § 6a. shall not apply.

☐ **(2) Conventional.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by _____. This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline** (§ 2c), Buyer waives any right to terminate under this subsection.

☐ **(3) FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

☐ **(4) VA.** It is expressly that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by ☒ **Buyer** ☐ **Seller.**

7. EVIDENCE OF TITLE.

a. Evidence of Title. On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, ☐ **An Abstract** of title certified to a current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it ☒ **Shall** ☐ **Shall Not** commit to delete or insure over the standard exceptions which relate to:

(1) parties in possession,
(2) unrecorded easements,
(3) survey matters,
(4) any unrecorded mechanic's liens,
(5) gap period (effective date of commitment to date deed is recorded), and
(6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by ☐ **Buyer** ☒ **Seller.**

b. Copies of Exceptions. On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer and N/A, (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box is checked ☒ **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this subsection if requested by Buyer any time on or before **Document Request Deadline** (§ 2c). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder where the Property is located. The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

c. Survey. On or before **Survey Deadline** (§ 2c), ☒ **Seller** ☐ **Buyer** shall cause Buyer (and the issuer of the Title Commitment or the provider of the opinion of title if an abstract) to receive a current ☒ **Improvement Survey Plat** ☐ **Improvement Location Certificate** ☒ Survey shall meet ALTA/ASCM standards (the description checked is known as Survey). An amount not to exceed $_____ for Survey shall be paid by ☐ **Buyer** ☐ **Seller.** If the cost exceeds this amount, ☐ **Buyer** ☐ **Seller** shall pay the excess on or before Closing unless Buyer delivers to Seller before Survey is ordered, Buyer's written notice allowing the exception for survey matters.

d. Common Interest Community Documents.

☒ **(1) Not Applicable.** This § 7d. shall not apply.

(2) Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE

COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

☐ **(3) Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the owners' association (Association) declarations, bylaws, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any directors' meetings during the 6-month period immediately preceding Title Deadline, if any (Governing Documents), most recent financial documents consisting of (a) annual balance sheet, (b) annual income and expenditures statement, and (c) annual budget (Financial Documents), if any (collectively CIC Documents). Buyer has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8e.

(4) CIC Documents to Buyer.

☐ **(a) Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's expense, on or before **Title Deadline** (§ 2c).

☐ **(b) Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's expense.

(c) Seller's Obligation. Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents, regardless of who provides such documents.

(5) Conditional on Buyer's Review. If the box in either subsection 7d(4)(a) or subsection 7d(4)(b) is checked, the provisions of this subsection 7d(5) shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2c), shall terminate this Contract.

Should Buyer receive the CIC Documents after **Title Deadline** (§ 2c), Buyer shall have the right, at Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten calendar days after Buyer's receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after the Closing Date, Buyer's written notice to terminate shall be received by Seller on or before three calendar days prior to **Closing Date** (§ 2c). If Seller does not receive written notice from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this subsection is waived, notwithstanding the provisions of § 8e.

NOTE: If no box in this § 7d is checked, the provisions of subsection 7d(4)(a) shall apply.

8. TITLE AND SURVEY REVIEW.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline** (§ 2c), or within five calendar days after receipt by Buyer of any change to the Title Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception to title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

b. Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2c) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

c. Survey Review.

☐ **(1) Not Applicable.** This § 8c shall not apply.

☒ (2) **Conditional on Survey.** If the box in this subsection 8c(2) is checked, Buyer shall have the right to inspect the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition shown by the Survey, notwithstanding § 8b or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline** (§ 2c), Buyer accepts the Survey as satisfactory.

d. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if written notice, by or on behalf of Buyer, is received by Seller on or before **Approval Deadline** (§ 2c), this Contract shall terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

e. Right to Object, Cure. Buyer's right to object shall include, but not be limited to, those matters listed in § 13. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in §§ 8a, b, c and d above, Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall terminate and the Earnest Money shall be returned to Buyer; provided, however, Buyer may, by written notice received by Seller on or before Closing, waive objection to such items.

f. Right of First Refusal or Approval. Seller warrants there are no rights of first refusal on the Property or any rights to approve this Contract held by others.

g. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without limitation boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Title Objection Deadline** [§ 2c] and **Off-Record Matters Objection Deadline** [§ 2c]).

~~**9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior to the parties signing this Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.~~

10. PROPERTY DISCLOSURE, INSPECTION, INSURABILITY AND BUYER DISCLOSURE.

a. Seller's Property Disclosure Deadline. On or before **Seller's Property Disclosure Deadline** [§ 2c], Seller agrees to deliver to Buyer the most current version of the Seller's Property Disclosure form completed by Seller to the best of Seller's actual knowledge, current as of the date of this Contract.

b. Inspection Objection Deadline. Buyer shall have the right to have inspections of the physical condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2c):

(1) notify Seller in writing that this Contract is terminated, or

(2) deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to Correct).

If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

c. **Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Resolution Deadline** (§ 2c), this Contract shall terminate one calendar day following **Resolution Deadline** (§ 2c), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

d. **Insurability**. Intentionally omitted.

e. **Damage, Liens and Indemnity**. Buyer is responsible for payment for all inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for inspections, tests, surveys, engineering reports, or any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney and legal fees. The provisions of this subsection shall survive the termination of this Contract.

f. **Buyer Disclosure.** Buyer represents that Buyer ☐ **Does** ☒ **Does Not** need to sell and close a property to complete this transaction.

Note: Any property sale contingency should appear in **Additional Provisions** (§ 25).

11. METHAMPHETAMINE LABORATORY DISCLOSURE. The parties acknowledge that Seller is required to disclose whether Seller knows that the Property was previously used as a methamphetamine laboratory. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. In the event that the Property has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller, on or before Closing, to terminate this Contract.

12. CLOSING. Delivery of deed from Seller to Buyer shall be at closing (Closing). Subject to the provisions of **§ 25e** the Closing shall occur on or before the **Closing Date Deadline (§ 2c)**. The hour and place of Closing shall be by mutual agreement ~~as designated by _____ Buyer _____ Seller~~.

13. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient special warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with § 8a (Title Review),

b. distribution utility easements (including cable TV),

c. those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with § 8b (Matters Not Shown by the Public Records) and § 8c (Survey Review),

d. inclusion of the Property within any special taxing district,

e. the benefits and burdens of any recorded declaration and party wall agreements, if any, and

f. other. None.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, DOCUMENTS AND SERVICES.

a. **Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

b. **Closing Documents.** Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

c. **Closing Services Fee.** Fees for real estate Closing services shall be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller.**

d. **Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller.** Any

fees incident to the transfer from Seller to Buyer assessed by the Association (Association's Transfer Fee) shall be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.** N/A.

e. **Local Transfer Tax.** The local transfer tax of _____% of the Purchase Price shall be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.** N/A.

f. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.** N/A

16. PRORATIONS. The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:

a. **Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on ☒ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation** ☐ **Other** _____.

b. **Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** Security deposits held by Seller shall be credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases. N/A

c. **Association Assessments.** Current regular Association assessments and Association dues (Association Assessments) paid in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 2c) by the Association shall be the obligation of ☐ **Buyer** ☐ **Seller**. Seller represents that the amount of the Association Assessments is currently payable at $_____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except _____ _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** (§ 2c) a current Status Letter. N/A.

d. **Other Prorations.** None.

e. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

17. POSSESSION. Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2c), subject to the following leases or tenancies:

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of $100 per day (or any part of a day) from the **Possession Date** and **Possession Time** (§ 2c) until possession is delivered.

Buyer ☐ **Does** ☒ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

18. ASSIGNABILITY. This Contract ☒ **Shall** ☐ **Shall Not** be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS. Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

a. **Casualty Insurance.** In the event the Property or Inclusions shall be damaged by fire or other casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date** (§ 2c). In the event such damage is not repaired within said time or if the damages exceed such sum, this Contract may be terminated at the option of Buyer by delivering to Seller written notice of termination on or before Closing. Should Buyer elect to carry out this Contract despite such damage, at Closing, Buyer shall be entitled to a credit for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds, at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

b. **Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty

programs that may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing crops by fire or other casualty shall be borne by the party entitled to the growing crops as provided in subsection 3a(7) and such party shall be entitled to such insurance proceeds or benefits for the growing crops.

c. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer and Seller acknowledge that the respective broker has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. **If Buyer is in Default:**

☐ (1) **Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

☒ (2) **Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10e, 19, 21c, 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

b. **If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be returned to Buyer, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance but notdamages.

c. **Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

22. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Earnest Money Holder's written notice is delivered to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 22).

24. TERMINATION. In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10e, 22 and 23.

25. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

a. **Broker Commissions**. Other than William Jenkins of the Laramie Company, Buyer warrants to Seller that it has not dealt with any real estate brokers in connection with this transaction and shall not be liable for the payment of any brokerage commission. Seller shall indemnify and hold Buyer harmless from any brokerage or other commissions that may be payable in connection with this or any other transfer of the Property or any part thereof, unless such claims arise through the Buyer.

b. **Representations And Warranties**. Seller represents and warrants to Buyer both as of the date hereof and as of the date of Closing that:

(1) Seller is not a "foreign Person" but is a "United States person" as such terms are defined in Section 1445 and 7701 of the Internal Revenue Code of 1986 as amended.

(2) As of the date of Closing there shall be no parties in possession of any portion of the Property, except Seller.

(3) No work shall have been performed or shall be in progress by Seller, and no materials shall have been furnished to the Property or any portion thereof in connection with such work that might give rise to mechanic's liens against the Property or any portion thereof. At Closing, there will be no unpaid bills or claims in connection with any such work on the Property.

(4) No portion of the Property is subject to an earnest money contract, right of first refusal or similar contractual right.

(5) To the best of Seller's actual knowledge, there is no suit, action, legal or other proceeding pending, or to Seller's best knowledge, threatened which affects the Property.

(6) Seller has received no notice from any governmental authority of zoning, building, fire, water, use, health, environmental or other statutory or regulatory violation issued in respect of the Property which has not been heretofore corrected.

(7) No action in condemnation, eminent domain or public taking proceedings are now pending or contemplated against the Property;

(8) No ordinance or hearing is now before any local governmental body which either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property;

(9) The Property is in compliance with all City of Westminster subdivision and platting regulations and with applicable rules, regulations, ordinances, and requirements of the City;

(10) (i) To the best of Seller's actual knowledge, the Property does not contain asbestos or underground storage tanks and has not been used for the purpose of receiving, handling, using, storing, treatment, transporting owned or disposing of (A) any hazardous material as defined in any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the "Environmental Laws"), (B) other toxic, dangerous or hazardous chemicals, materials, substances, pollutants and wastes, or any chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or (C) petroleum products (all the foregoing being hereinafter collectively referred to as "Hazardous Materials");

(ii) To the best of Seller's actual knowledge, there are no existing or pending remedial actions or other work, repairs, construction or capital expenditures with respect to the Property in connection with the Environmental Laws, nor has Seller received any notice of the same;

(iii) To the best of Seller's actual knowledge, no Hazardous Materials have been or will be released into the environment, or have been or will be deposited, spilled, discharged, placed or disposed of at, on or adjacent to the Property, nor has the Property been used at any time by any person as a landfill or a disposal site for Hazardous Materials or for garbage, waste or refuse of any kind; and

(iv) To the best of Seller's actual knowledge, no notices of any violation of any of the matters referred to in the foregoing subsections relating to the Property or its use have been received by Seller and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property, nor, is there any basis for any such lawsuit, claim, proceeding or investigation being instituted or filed.

The representations and warranties set forth in this Section 25(b) shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time. Seller shall not be responsible for any liabilities assumed by the title company under the title policy to be issued to Buyer, nor shall Seller be liable for any indirect or consequential damages in the event of a breach of any of the foregoing representations and warranties. In the event of such breach by Seller, Seller's liability shall be limited to the actual cost of remedying the breach.

c. **Time of Performance**. If any date for performance falls on a Saturday, Sunday or legal holiday, then the date for performance shall be extended to the next day which is not a Saturday, Sunday or holiday.

d. **Authorization.** Buyer and Seller represent to each other that all necessary steps have been taken to authorize this Contract and that each has the requisite authority to enter into and perform this Contract in accordance with its terms.

e. **Development Approvals. This paragraph 25e. ☒ shall _____ shall not apply.** Seller shall have until the **Approval Deadline (§ 2c)** to (i) Approve Buyer's application for Water Tap Service Commitments sufficient to build at least 450 multi-family units on the Property, which Buyer has submitted; (ii) Approve an Official Development Plan ("ODP") for Buyer's intended development and use of the Property (collectively, the "Approvals") provided, however, Seller agrees to not unduly delay its review of Buyer's applications and requests for Approvals, and provided further that Seller shall not be required to perform acts or expend funds that are not in conformance with the laws, rules, or regulations of the City of Westminster, Colorado; and (iii) Enter into a written agreement with the NBC Metropolitan District, satisfactory to Buyer, addressing the respective obligations of the Buyer, Seller and District concerning the public improvements related to Buyer's intended development ("Special District Agreement"). Should Buyer not obtain such Service Commitments or Approvals or Special District Agreement prior to the **Approval Deadline**, Buyer may terminate this Contract by notifying Seller prior to the **Approval Deadline**. In the event Buyer terminates prior to or on the **Approval Deadline**, the Earnest Money shall be returned to Buyer. Provided that all other terms and conditions of this Contract have been satisfied by the Seller, and subject to the provisions of § 30b below, Buyer agrees to close this agreement within 30 days following the Seller's satisfaction of the provisions of this § 25e.

f. **Tax Deferred Exchange. This paragraph 25f. _____shall ☒ shall not apply.** Following the Closing of this Contract, Seller agrees to cooperate with any tax deferred exchange (whether a 1031 or 1033) that Buyer desires to complete with respect to this transaction, provided there is no expense to Seller.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This agreement constitutes the entire Contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

27. FACSIMILE. Signatures ☒ may _____ may not be evidenced by facsimile. Documents with original signatures shall be provided to the other party at Closing, or earlier upon request of any party.

28. FORECLOSURE DISCLOSURE AND PROTECTION. Seller acknowledges that, to Seller's current actual knowledge, the Property ☐ **IS** ☒ **IS NOT** in foreclosure. In the event this transaction is subject to the provisions of the Colorado Foreclosure Protection Act (the Act) (i.e., generally the Act requires that the Property is residential, in foreclosure, and Buyer does not reside in it for at least 1 year), a different contract that complies with the provisions of the Act is required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all parties concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.

29. NOTICE, DELIVERY, AND CHOICE OF LAW.

a. **Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except as provided in § 28b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling Brokerage Firm, and any notice to Seller shall be effective when physically received by Seller or Listing Brokerage Firm.

b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by the following indicated methods only: ☒ **Facsimile** ☒ **E-mail** ☐ **No Electronic Delivery**. Documents with original signatures shall be provided upon request of any party.

c. **Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

30. SPECIAL CONDITIONS.

a. Buyer shall deliver the **Earnest Money** to the Title Company in one (1) installment as follows: (i) $100,000 within ten (10) days of mutual execution of this Contract. Buyer's Earnest Money deposit shall be refundable to the Buyer, except in the event of a breach of this Contract by Buyer.

b. Seller agrees to extend the Closing Date Deadline with three (3) thirty (30) day extensions upon payment by Buyer of a payment of Twenty Five Thousand Dollars ($25,000) for each exercised extension ("Extension Payments").

The first two extensions are non-refundable but applicable to the sales price. The Third extension is non-refundable and non-applicable to the sales price. Any such Extension Payments shall be immediately released to the Seller.

c. Buyer agrees to aggressively proceed with the Official Development Plan approval process to encompass at least 150 multi-family units as part of a Phase I of the proposed project. Further concerted efforts will commence with future development plans to potentially include podium type construction to accommodate parking and increased densities. Seller understands that the developer is not committing to podium parking on any portion of the property

d. Buyer agrees that it shall make all commercially reasonable best efforts to begin construction of Phase I of the project within 12 months of Seller's final ODP approval.

e. Buyer intends to develop an urban style, high quality finish, urban style, market rate multi-family project of 450 units (the number of units is subject to final ODP approval, but shall be no less than 450 units). .

f. At closing, the Buyer shall receive from the City the lesser of $42,000 or one-half the cost of wetlands mitigation related to the Buyer's proposed development, to be determined in good faith by agreement of the Buyer and Seller at least fifteen (15) days prior to closing.

31. COUNTERPARTS. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

Date: 7/5/12	Date: July 5, 2012
Buyer: The Pacific Companies	Buyer: Urban Pacific Multi-Housing, LLC
Address: 430 E. State Street, Ste. 100, Eagle, ID 83616	Address: 5318 E. 2nd Street, Ste. 644, Long Beach, CA 90803
Phone No.: (208) 461-0022	Phone No.: (562) 552-1777
Fax No.: (208) 461-3267	Fax No.: N/A (email to: choppin@urbanpacific.com)
Email Address: calebr@tpchousing.com	Email Address: choppin@urbanpacific.com

~~[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]~~

Date:	Date: 7/11/2011
Seller	Seller: City of Westminster
Address:	Address: 4800 W. 92nd Avenue, Westminster, CO 80031
Phone No.:	Phone No.: 303-658-2400
Fax No.:	Fax No.: 303-706-3920
Email Address:	Email Address:

~~**COUNTER; REJECTION.** This offer is ☐ **Countered** ☐ **Rejected.**~~
~~**Initials only of party (Buyer or Seller) who countered or rejected offer:**~~

END OF CONTRACT

~~**Note: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c).**~~

SELLING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Selling Broker)

Selling Broker ☒ **Does** ☐ **Does Not** acknowledge delivery of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Selling Broker is working with Buyer as a ☐ **Buyer's Agent** ☒ **Transaction-Broker** in this transaction. ☐ This is a Change of Status.

Seller ☐ **IS** ☒ **IS NOT** a customer working with Selling Broker as a Buyer's Agent.

Selling Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☒**Other** Seller_____

Selling Brokerage Firm's Name: The Laramie Company, LLC-

Date: _____ _____
Broker

Address: 730 17th Street, Suite 840, Denver, CO 80202
Phone No.: 303-573-5007 Fax No.: 303 573 5002
Email Address: Bill@Laramiecompany.com

LISTING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Listing Broker)

Listing Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Listing Broker is working with the Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a Change of Status.

Buyer ☐ **IS** ☐ **IS NOT** a customer working with Listing Broker as a Seller's Agent.

Listing Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____

Listing Brokerage Firm's Name: _____

Date: _____ _____
Broker

Address: _____
Phone No.: _____ Fax No.: _____
Email Address: _____

WESTMINSTER

Agenda Item 10 A-B

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Public Hearing and Resolution No. 24 re the Amended and Restated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2

Prepared By: Tammy Hitchens, Finance Director
John Carpenter, Director of Community Development
Marty McCullough, City Attorney

Recommended City Council Action

1. Hold a public hearing.

2. Adopt Resolution No. 24 approving the Amended and Restated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2.

Summary Statement

- On August 30, 2004, City Council approved the Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 ("Original Service Plan"). This approval allowed the original developer to proceed with the formation of two metropolitan districts at the November 2004 election for purposes of financing public improvements to serve the taxpayers and residents of a residential development. A portion of the property intended to be served by the 144th Avenue Metropolitan District Nos. 1 and 2 (individually, "District No. 1" and "District No. 2", collectively, the "Districts") has been purchased by OTC TWO, LLC (the "Developer") and the Districts desire to amend the Original Service Plan to address the Developer's current plans for the development, and the City's expectations with respect to the operation of a public park within the development.

- The current boundaries of the Districts consist of approximately one acre. Upon approval of the Amended and Restated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 ("Amended Service Plan"), the Districts shall be authorized to proceed to adjust their boundaries with District No. 1's boundaries adjusted to consist of a small (less than one acre) parcel to be retained by the Developer and District No. 2's boundaries adjusted to include a total of 28.733 acres, consisting of the planned multifamily residential development and proposed public park. A map reflecting the adjusted boundaries of the Districts is attached.

- Pursuant to the Amended Service Plan, the Developer shall complete and convey a public park ("Public Improvements") consisting of 0.85 acres to District No. 1 to operate and maintain for the benefit of the taxpayers and residents of District No. 2. No other public improvements are contemplated by the Service Plan. District No. 1 shall impose a Park Facility Fee on property in District No. 2 to fund operations and maintenance expenses of the Public Improvements. The Districts are not authorized to issue Debt.

- The Districts have submitted an Amended Service Plans for the City's review and approval.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

Should the City Council approve the Amended Service Plan submitted for 144th Avenue Metropolitan District Nos. 1 and 2?

Alternative

Do not approve the Amended Service Plan. The City is requiring the 0.85 park site to be a "public" facility; however, the City does not anticipate maintaining the park site, rather the City expects the Districts to be responsible for the operation, maintenance, and ownership of the park site. Should the City Council not approve the Amended Service Plan, the ability to offer a public park site will be significantly impaired.

Background Information

The Amended Service Plan authorizes District No. 1 to own, manage, operate, and maintain the Public Improvements (consisting solely of the 0.85 acre public park) for the benefit of the taxpayers and residents of District No. 2. Ownership, operation and maintenance of the Public Improvements by District No. 1 is necessary to ensure that the intended use of the park site as a public facility is not altered by the future property owners and residents of District No. 2 in a manner that would be inconsistent with the City's expectations. No other public improvements are to be added to the scope of services to be provided by the Districts without the prior approval of the City. The Developer shall be responsible for completing and conveying the Public Improvements to District No. 1 during the initial phase of the development.

District No. 1 plans to finance the operation and maintenance ("Services") of the Public Improvements on an annual basis through the imposition of an annual Park Facility Fee against the owners of taxable property within the boundaries of District No. 2. District No. 1 will require operating funds for administration and to plan and cause the Public Improvements to be managed, operated and maintained. The first year's operating budget is estimated to be $45,000 which is anticipated to be derived from the Park Facility Fee and other available revenues. District No. 1 anticipates receiving advances from the Developer until such time that the Park Facility Fee generates revenue sufficient to finance the Services. The Districts will not be authorized to reimburse the Developer for such advances through the issuance of Debt, but may do so as surplus revenues are available from the Park Facility Fee. The Districts shall not be authorized to issue Debt except by future amendment of the Amended Service Plan.

Because the Districts are not authorized to issue Debt pursuant to the Amended Service Plan, it was not necessary for the City to engage consultants to analyze the proposed financing of the Public Improvements.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Vibrant Neighborhoods in One Livable Community" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a mechanism for operations and maintenance of the neighborhood park and long-term sustainability.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Resolution and Service Plan

RESOLUTION

RESOLUTION NO. **24** INTRODUCED BY COUNCILORS

SERIES OF 2013 _____

A RESOLUTION TO AMEND AND RESTATE THE SERVICE PLAN FOR 144TH AVENUE METROPOLITAN DISTRIC NOS. 1 AND 2

WHEREAS, on August 30, 2004, the City Council of the City of Westminster, Colorado ("City Council ") approved the Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 ("Original Service Plan"); and

WHEREAS, the 144th Avenue Metropolitan District Nos. 1 and 2 (the "Districts") have submitted an "Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2" ("Amended Service Plan") for consideration and approval by the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., as amended, and specifically Sections 32-1-204.5 and 32-1-207(2) thereof, the City considered the "Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2" ("Amended Service Plan") on the 14th day of October, 2013; and

WHEREAS, it appears that the Amended Service Plan should be approved as permitted by Sections 32-1-204.5 and 32-1-207(2), C.R.S.

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

Section 1. That the City Council of the City of Westminster, Colorado, does hereby determine that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 have been fulfilled.

Section 2. That the City Council does hereby find and determine that:

(a) There is sufficient existing and projected need for organized service in the area to be served by the Districts;

(b) Existing services in said area to be served are inadequate for present and projected needs;

(c) The Districts are capable of providing economical and sufficient service to the area within its boundaries; and

(d) The area within the Districts, has, or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. That the City Council does hereby approve the Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2, which shall replace and supersede, in its entirety, the Original Service Plan.

Section 4. That a certified copy of this Resolution be filed in the records of the City and submitted to the Districts for filing in the District Court of Adams County.

PASSED AND ADOPTED this 14th day of October, 2013.

ATTEST:

_____ _____

City Clerk Mayor

APPROVED AS TO LEGAL FORM

_____

City Attorney

AMENDED AND RESTATED

CONSOLIDATED SERVICE PLAN

FOR

144th AVENUE METROPOLITAN DISTRICT NOS. 1 AND 2

City of Westminster, Colorado

Submitted: October 2, 2013

City Council Service Plan Hearing: October 14, 2013

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EXHIBIT F	Facilities Plan (Public Improvements)
EXHIBIT G	Operations and Maintenance Expenses

I. INTRODUCTION

A. General Overview. This Amended and Restated Consolidated Service Plan ("Amended Service Plan") for 144th Avenue Metropolitan District Nos. 1 and 2 (hereinafter referred to as the "Districts"), constitutes a service plan for two special districts organized to provide limited services to a multifamily residential community. 144th Avenue Metropolitan District No. 1 shall hereinafter be known as "District No. 1" or the "Operating District," and 144th Avenue Metropolitan District No. 2 shall hereinafter be known as "District No. 2" or the "Taxing District." This Amended Service Plan replaces and supersedes, in its entirety, the *Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2* (the "Initial Service Plan") for the Districts, which was approved by the Westminster City Council on August 30, 2004. The Districts are located entirely within the boundaries of the City of Westminster (the "City").

In general, the Taxing District will serve to provide funding to the Operating District for operation and maintenance of the facilities and improvements described herein. The Operating District will own and manage the operation and maintenance (the "Services") of the facilities and improvements (the "Public Improvements") described herein. The Public Improvements may be dedicated to the City, its designee, or other entities as the City otherwise requires at a later date. In the event the Public Improvements are dedicated to the City, the Districts shall continue to provide the Services but only pursuant to a separate agreement between the Districts and the City. A description of how the Districts will provide the Services in a cost effective manner, from available resources, and by coordination with surrounding service providers, is described herein.

The summary of operations and maintenance expenses contained in **Exhibit G** attached hereto and discussed herein, describes the fees, rates, tolls, penalties, or charges (the "Park Facility Fee") the Districts are authorized to assess in order to finance the Services. The Districts shall not be authorized to issue Debt except by future amendment of this Amended Service Plan. Financing and construction of the Public Improvements shall be provided by the Developer and the Public Improvements shall be contributed to the Districts at no cost.

This Amended Service Plan is submitted in accordance with Part 2 of the Special District Act, Section 32-1-201, *et seq.*, C.R.S. It defines the powers and authorities of the Districts and describes the limitations and restrictions placed thereon. In addition to the powers and authorities enumerated herein, the Districts may engage in other activities, with the City's approval.

B. Contents of Service Plan. This Amended Service Plan addresses the Public Improvements that will be owned by the Districts and the Services that will be provided by the Districts. Numerous items are included in this Amended Service Plan in order to satisfy the requirements of law for the formation of a special district. It is the Districts' contention that this Amended Service Plan meets each of those requirements as well as any and all relevant requirements of the City Code.

The assumptions contained herein were derived from a variety of sources. Information regarding the present status of the property within the Districts, as well as the current status and projected level of similar services was obtained from OTC TWO, LLC (the "Developer"). Estimates of operation and maintenance costs were assembled by Pinnacle Consulting Group, Inc.

C. Definitions.

In this Amended Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Amended Service Plan: means this Amended and Restated Consolidated Service Plan ("Amended Service Plan") for 144th Avenue Metropolitan District Nos. 1 and 2 which shall be considered for approval after a public hearing by the City, and containing such provisions, terms and conditions as are acceptable to the Districts and the City. If approval of this Amended Service Plan is obtained, the Districts shall operate and exist solely pursuant to said Amended Service Plan.

Approved Development Plan: means the City's ODP/PDP, as approved, deriving from its development review process, or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Districts as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Boards: means the boards of directors of the Districts.

City: means the City of Westminster, Colorado.

City Code: means the City Code of the City of Westminster, Colorado.

City Council: means the City Council of the City of Westminster, Colorado.

Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy and/or other legally available revenues, which is issued on a multi fiscal year basis.

Developer: means OTC TWO, LLC, a Colorado limited liability company.

Financial Plan: means the Financial Plan described in Section VII which describes the anticipated costs to provide the Services and the estimated operating revenue derived from the fees, rates, tolls, penalties, or charges for the first budget year.

Initial Service Plan: means the Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2, approved by the City Council on August 30, 2004, which is replaced and superseded in its entirety by this Amended Service Plan.

Material Modification: means such changes as are described in the Amended Service Plan and any changes thereafter that may be deemed to constitute material modifications pursuant to C.R.S. 32-1-207.

Operating District: means 144th Avenue Metropolitan District No. 1 ("District No. 1").

Park Facility Fee: means any fee, rate, toll, penalty, or charge levied or assessed by the District pursuant to Section 32-1-1001(1), C.R.S., for the purposes of financing the Services.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as more specifically described in Section V below, to serve the future taxpayers and inhabitants of the Districts.

Services: means the operation and maintenance of the Public Improvements.

Special District Act: means Section 32-1-101, *et seq*., of the Colorado Revised Statutes, as amended from time to time.

Taxing District: means 144th Avenue Metropolitan District No. 2 ("District No. 2").

State: means the State of Colorado.

II. PURPOSE OF THE DISTRICTS

A. Purpose and Intent. The purpose of the Districts will be to fund and provide the Services for the benefit of their residents and taxpayers. It is not the Districts' intent to provide ongoing services other than as specifically set forth herein, or as might be authorized by the City from time to time based upon administrative approval. The Districts acknowledge the need to cooperate with the City in order to properly serve and promote the health, safety and welfare of their inhabitants and hereby express their intention to do so.

III. PROPOSED DISTRICT BOUNDARIES/MAPS

A. Boundaries of the Districts. A legal description and boundary map showing the existing overlapping boundaries of the Districts are attached hereto as **Exhibits B** and **C**, respectively.

B. Boundary Changes. Since the approval of the Initial Service Plan, the nature of the proposed development within the Districts' boundaries has changed significantly. Upon approval of this Amended Service Plan, the Districts shall be authorized to proceed to adjust their boundaries in accordance with the procedures provided for in the Special District Act and this Amended Service Plan. District No. 1's adjusted boundaries are to consist of a small (less than one acre) parcel to be retained by the Developer. District No. 2's adjusted boundaries will

include a total of 28.733 acres of presently undeveloped land, consisting of the planned multifamily residential development and the proposed public park. Legal descriptions and a boundary map of the proposed new boundaries of the Districts are attached hereto as **Exhibits D** and **E**, respectively. This initial boundary change shall be permitted without additional approval of the City; provided, however, that any subsequent future boundary changes shall specifically require the prior approval of the City Council. Those future boundary adjustments undertaken without the prior approval of the City Council shall constitute a Material Modification of the Amended Service Plan.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS

A. Proposed Land Use. It is the Developer's intent to construct a multifamily residential apartment community within the boundaries of the Districts.

B. Population. The current population of the Districts is zero persons and the assessed valuation of the real property contained within the Districts' boundaries, based on current Adams County Assessor's records, is estimated only for purposes of this Amended Service Plan to be zero dollars ($0).

V. DESCRIPTION OF PROPOSED SERVICES

A. Public Improvements. The Public Improvements, as such term is defined in the Service Plan, will consist of only the 0.85 acre parcel at the northwest corner of Fox Street and West 148th Avenue, which is to be developed as a public park, and which shall be owned, managed, operated and maintained by the Operating District. No additional Public Improvements are to be added to the scope of the Services to be provided by the Districts without the prior approval of the City.

B. Conformance With City Code. Any Public Improvements must be designed and installed by the Developer in conformance with City Code and an Approved Development Plan prior to the dedication of the Public Improvements to the Districts. Designs and contract documents prepared for the Public Improvements must be reviewed and approved by the Districts and the City and must be in accordance with the applicable standards and specifications as set forth herein.

C. Services. The Services include the design, review, acquisition, operation and maintenance of public park and recreation facilities or programs including, but not limited to, the 0.85 acre public park at the northwest corner of Fox Street and West 148th Avenue, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

D. Legal Powers. The powers of the Districts will be exercised by their Boards to the extent necessary to provide the Services. The Services will be carried out pursuant to, and in accordance with, the procedures and conditions contained in the Special District Act, other applicable Colorado statutes, and this Amended Service Plan, as any or all of the same may be amended from time to time.

E. Other. In addition to the powers enumerated above, the Districts' Board shall also have the following authority:

1. To amend this Amended Service Plan in the manner provided herein as well as pursuant to Sections 32-1-101, *et seq.*, C.R.S., and the City Code; and.

2. To provide all such additional services and exercise all such powers as are expressly or impliedly granted by Colorado law, and which special districts are required to provide or exercise or, in their discretion, choose to provide or exercise; and

3. To exercise all necessary and implied powers under Title 32, C.R.S., in the reasonable discretion of the Districts' Boards.

F. Facilities to be Constructed and/or Acquired.Except as may otherwise be provided in this Amended Service Plan, as further amended from time to time, or by separate agreement with the City, the Operating District is expected to retain ownership of only the Public Improvements described herein, and to undertake all ownership, operation and maintenance responsibilities for the Public Improvements.

G. Offsite Improvements. Except as set forth herein, the Districts shall not be authorized to participate in the funding, operation, or maintenance of any offsite public infrastructure improvements, unless the same is approved by the City.

H. Preliminary Plan. A preliminary plan showing the Public Improvements to be financed and constructed by the Developer and conveyed to the Operating District for ownership, operations, and maintenance is attached hereto as **Exhibit F**.

VI. DISSOLUTION/CONSOLIDATION

A. Dissolution. In the event there is reason to believe that the purposes for which the Districts were created have been accomplished, a public hearing shall be conducted before the City Council to determine whether the Districts should be dissolved. Prior written notice of such hearing shall be provided to the Boards of the Districts. Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts shall agree to file a petition in Adams County District Court for dissolution.

B. Consolidation. The Districts shall not file a request with the Adams County District Court to consolidate with any other special district without prior written approval of the City.

VII. CONSERVATION TRUST FUND

The Districts shall not claim any entitlements to moneys from the State Conservation Trust Fund. The Districts shall remit to the City all moneys it may receive from this fund.

VIII. ASSESSED VALUATION

The Districts shall not be authorized to issue any Debt or to impose any *ad valorem* property tax mill levy.

IX. DEVELOPER REIMBURSEMENT

It is anticipated that the Public Improvements will be completed by the Developer and conveyed to the Operating District during the initial phases of the development. The District will require operating funds for administration and to plan and cause the Public Improvements to be managed, operated and maintained. The first year's operating budget is estimated to be $45,000 which is anticipated to be derived from the Park Facility Fee and other available revenues. The Districts anticipate receiving advances from the Developer until such time that the Park Facility Fee generates revenue sufficient to finance the Services. The District will not be authorized to reimburse the Developer for such advances through the issuance of Debt, but may do so as surplus revenues are available from the Park Facility Fee.

X. ESTIMATED COST OF FACILITIES

The Districts shall not be authorized to construct or finance the construction of the Public Improvements. Construction of the Public Improvements shall be the sole responsibility of the Developer.

XI. OPERATION AND MAINTENANCE/ESTIMATED COSTS

Operations and maintenance of the Public Improvements will be provided by the Operating District as provided for in this Amended Service Plan. The estimated annual costs of the Services, to be financed through the levy of the Park Facility Fee against the taxable property lying within the boundaries of the Districts, are as set forth in the attached **Exhibit G**.

Operations and maintenance of all other improvements to be dedicated to the City, including all planned storm drainage, water, wastewater, streets, and other transportation improvements, shall be the responsibility of the City.

XII. FINANCIAL PLAN/PROPOSED INDEBTEDNESS

A. Park Facility Fee. The Districts plan to finance the Services on an annual basis through the imposition of the Park Facility Fee. The Operating District shall be permitted to impose the Park Facility Fee in such amount as it deems necessary to finance the Services, without limitation, in its discretion, as provided for in Section 32-1-1001(1), C.R.S. The Park

Facility may increase annually in an amount not to exceed 5.5%. Any proposed annual increase in excess of 5.5% must first be approved by the City Manager, or his or her designee. The Park Facility Fee is to be levied directly against the owners of taxable property within the boundaries of the Taxing District on an annual basis, which property underlying the planned multifamily project is anticipated to be retained by the Developer or its successors. The Park Facility Fee is not permitted to be levied by the District directly against non landowning residents of the Districts or against individual multifamily units to be constructed and managed by the Developer or its successors or assigns.

B. Debt Limit/Mill Levy. The Districts shall not issue Debt, nor shall they be authorized to impose a mill levy upon taxable property within the Districts. Accordingly, the proposed indebtedness for the Districts is Zero Dollars ($0.00).

C. Modification of Amended Service Plan. In general, the City will determine whether a change constitutes a material modification of the Amended Service Plan. Any of the events or conditions enumerated in §32-1-201(2), C.R.S., shall constitute a material modification. In the event it is found that a material modification has taken place, the Districts shall submit their request for an amendment in accordance with the Policies and Procedures for Title 32 District Formation, as such policies may be amended from time to time ("Westminster Special District Policy"). Upon a finding that no material modification has taken place, the Districts shall be relieved from obtaining an amendment for the events or occurrences reviewed by the City Council. The City Council shall retain the prerogative to require an amendment thereafter if the change or deviation, on a cumulative basis, subsequently becomes material. In making its determination, the City Council shall consider, among other relevant information whether the modification will have a probable adverse financial impact on the City.

D. Amendments. Within ninety (90) days of the occurrence of an action, event or condition constituting a material modification of the Amended Service Plan, the Districts shall forward an appropriate petition to the City Council for approval requesting a service plan amendment ("Amendment"). The only exception to this procedure would be wherein the City has determined that no material modification has occurred under the hearing procedure of the section above. The petition for amendment shall include the following information:

1. Any information or documentation required under the applicable provisions of the Special District Act.

2. Any changes since the service plan was last reviewed and approved by the City Council to any of the information, assumptions or projects furnished in conjunction with the petition for approval of organization of the Districts or contained in the Amended Service Plan.

3. A detailed explanation of the activity, events or conditions which resulted in the material modification to the Amended Service Plan, including what action was taken or alternatives considered, if any, by the Districts to avoid the action, event or condition.

4. The financial impact of the modification on existing residents of the Districts.

5. Description of what alternatives or options are available to the Districts if the requested amendment is not approved.

All of the required information shall be supported by appropriate technical analysis, reports and supporting documents of qualified professionals or consultants, which shall be provided at the District's sole expense. The amendment shall be processed and reviewed in the same manner as prescribed in the Westminster Special District Policies for an initial service plan except that the submittal requirements of this Section shall be substituted for those of the section titled "Service Plan Contents". The application fee shall remain at One Thousand Dollars ($1,000.00). This section shall not impair the right of the City to bring an action in the District Court to enjoin the activities of the Districts pursuant to §32-1-207(3) (b) of the Special District Act.

XIII. FAILURE TO COMPLY WITH SERVICE PLAN

Should the Districts fail to request and obtain a service plan amendment when required under the terms of the Westminster Special District Policies or otherwise fail to fully and completely comply with those Policies, the Westminster City Council by resolution may impose one (1) or more of the following sanctions, as it deems appropriate.

A. Exercise any applicable remedy under the Special District Act.

B. Withhold the issuance of any permit, authorization, acceptance or other administrative approval necessary for the Districts' development of public facilities or construction.

C. Exercise any legal remedy under the terms of any intergovernmental agreement under which the Districts are in default.

D. Exercise any other legal remedy, including seeking injunctive relief against the Districts, to force compliance with the provisions of the Westminster Special District Policies.

XIV. RESOLUTION OF APPROVAL

A proposed resolution of approval of this Amended Service Plan to be adopted by the City Council is attached to this Amended Service Plan as **Exhibit A**.

XV. DISCLOSURE

The Districts shall undertake best efforts to provide or cause to be provided adequate written notice to all purchasers of land in the Districts regarding the existence of any and all additional taxes, charges, fees or assessments which may be imposed in connection with the Districts. Prior to the sale of any property within the Districts to a third party, a copy of said

written notice must also be recorded in the real estate records of Adams County after approval of the content thereof by the attorney for the City.

XVI. ANNUAL REPORT

The Districts shall be responsible for submitting an annual report to the City not later than September 1 of each calendar year with the City Clerk at the City's Administrative offices. The annual report shall reflect the activity and the financial events of the Districts through the preceding December 31 (the "report year"). The annual report shall include the following:

A. General Requirements:

1. A narrative summary of the progress of the Districts in implementing their service plan for the report year.

2. Except when an exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the Districts for the report year including a statement of financial condition (i.e. balance sheet) as of December 31 of the report year and the statement of operations (i.e. revenues and expenditures) for the report year.

3. Unless disclosed within a separate schedule to the financial statements, a summary of the expenditures incurred by the Districts in their provision of the Services in the report year, as well as any projects proposed to be undertaken in the five (5) years following the report year.

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year.

5. The Districts' budgets for the calendar year in which the annual report is submitted.

6. A summary of all fees, charges and assessments imposed by the Districts as of January 1 of the report year.

7. Certification of the Boards that no action, event or condition constituting a material modification as defined herein has occurred in the report year.

8. The name, business address and telephone number of each member of the Boards of Directors and their chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Boards.

9. In the event the annual report is not received by the City Clerk on a timely basis, notice of such default shall be given by the City Clerk to the Boards of the Districts, at their last known address. The failure of the Districts to file the annual report within thirty (30) days of the mailing of such default notice by the City Clerk shall empower the City Council to

impose the sanctions authorized in Section 15 of the Westminster Special District Policy. The remedies provided for noncompliance with the filing of the annual report shall be supplemental to the remedy authorized under §32-1-209, C.R.S.

B. Meeting Notices. The Districts must provide written notice of every regular or special meeting of the Districts to the Westminster City Clerk at least three (3) days prior to such meeting.

XVII. CONCLUSION

It is submitted that this Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 has established that the following requirements of Section 32-1-203(2), C.R.S. have been met:

1. There is sufficient existing and projected need for organized service in the area to be served by the Districts;

2. Existing services in said area to be served are inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its boundaries; and

4. The area within the Districts has, or will have the financial ability to discharge any proposed indebtedness on a reasonable basis.

It is therefore respectfully requested that the City Council, which has jurisdiction to approve this Amended Service Plan by virtue of §32-1-207, C.R.S., *et seq.*, adopt a resolution approving this Amended Service Plan as submitted.

Respectfully submitted,

ICENOGLE SEAVER POGUE
Professional Corporation

Alan D. Pogue
Counsel to the District

EXHIBIT A

City Council Resolution of Approval

RESOLUTION

RESOLUTION NO. _____ INTRODUCED BY COUNCILORS

SERIES OF 2013 _____

WHEREAS, on August 30, 2004, the City Council of the City of Westminster, Colorado ("City Council ") approved the Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 ("Original Service Plan"); and

WHEREAS, the 144th Avenue Metropolitan District Nos. 1 and 2 (the "Districts") have submitted an "Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2" ("Amended Service Plan") for consideration and approval by the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., as amended, and specifically Sections 32-1-204.5 and 32-1-207(2) thereof, the City considered the "Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2" ("Amended Service Plan") on the 14th day of October, 2013; and

WHEREAS, it appears that the Amended Service Plan should be approved as permitted by Sections 32-1-204.5 and 32-1-207(2), C.R.S.

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

Section 1. That the City Council of the City of Westminster, Colorado, does hereby determine that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2 have been fulfilled.

Section 2. That the City Council does hereby find and determine that:

(a) There is sufficient existing and projected need for organized service in the area to be served by the Districts;

(b) Existing services in said area to be served are inadequate for present and projected needs;

(c) The Districts are capable of providing economical and sufficient service to the area within its boundaries; and

(d) The area within the Districts, has, or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. That the City Council does hereby approve the Amended and Restated Consolidated Service Plan for 144th Avenue Metropolitan District Nos. 1 and 2, which shall replace and supersede, in its entirety, the Original Service Plan.

Section 4. That a certified copy of this Resolution be filed in the records of the City and submitted to the Districts for filing in the District Court of Adams County.

ADOPTED AND APPROVED this 14th day of October, 2013.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT B

Existing Legal Description

MSD DISTRICT BOUNDARY

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 15, BEARS N18°17'04"W, A DISTANCE OF 1397.55 FEET;
SAID POINT BEING ON THE NORTH LINE OF THE SOUTH ½ OF SAID NORTHWEST QUARTER OF SECTION 15;
THENCE S89°30'07"E ALONG SAID NORTH LINE, A DISTANCE OF 622.30 FEET;
THENCE S00°29'53"W, A DISTANCE OF 70.00 FEET;
THENCE N89°30'07"W, A DISTANCE OF 622.30 FEET;
THENCE N00°29'53"E, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,561 SQUARE FEET, (1.00 ACRES) MORE OR LESS.

THE BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN WHICH BEARS N00°17'27"W. THE NORTHWEST CORNER OF SAID SECTION 15 IS A 3.25" ALUMINUM CAP IN A RANGE BOX, "PLS 23904" AND THE EAST QUARTER CORNER OF SECTION 15 IS A 3.25" ILLEGIBLE ALUMINUM CAP IN A RANGE BOX.

Prepared by: Robert B. Taylor, PLS
Job No. LC03022
For and on behalf of:
R&R Engineers-Surveyors, Inc.
1190 S. Colorado Blvd., Annex Bldg.
Denver, CO 80246

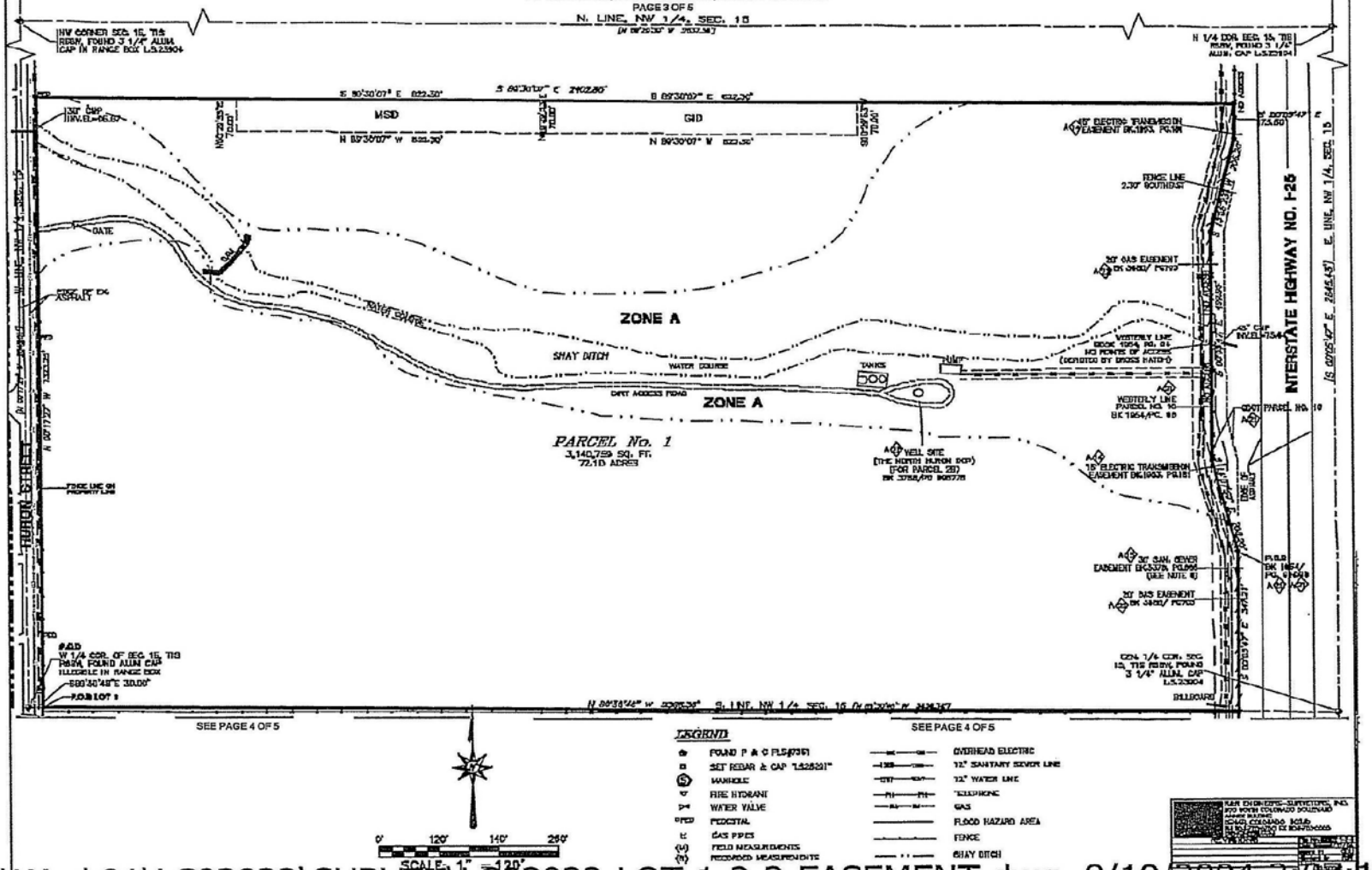
EXHIBIT C

Existing Boundary Map

ALTA/ACSM LAND TITLE SURVEY

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

PAGE 3 OF 5



S:\Work01\LC03022\SURVEY\LC03022 LOT 1-2-3-EASEMENT.dwg, 8/19/2004 3:07:1

EXHIBIT D

Proposed Legal Descriptions

District No. 1:

OUTLOT A, SECOND REPLAT, THE ORCHARD AT WESTMINSTER FILING NO. 2,
A REPLAT OF PARCEL 2, THE ORCHARD AT WESTMINSTER FILING NO. 2,
LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO.

District No. 2:

OUTLOT B AND PARCELS 1 AND 2, SECOND REPLAT, THE ORCHARD AT
WESTMINSTER FILING NO. 2,
A REPLAT OF PARCEL 2, THE ORCHARD AT WESTMINSTER FILING NO. 2,
LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO.

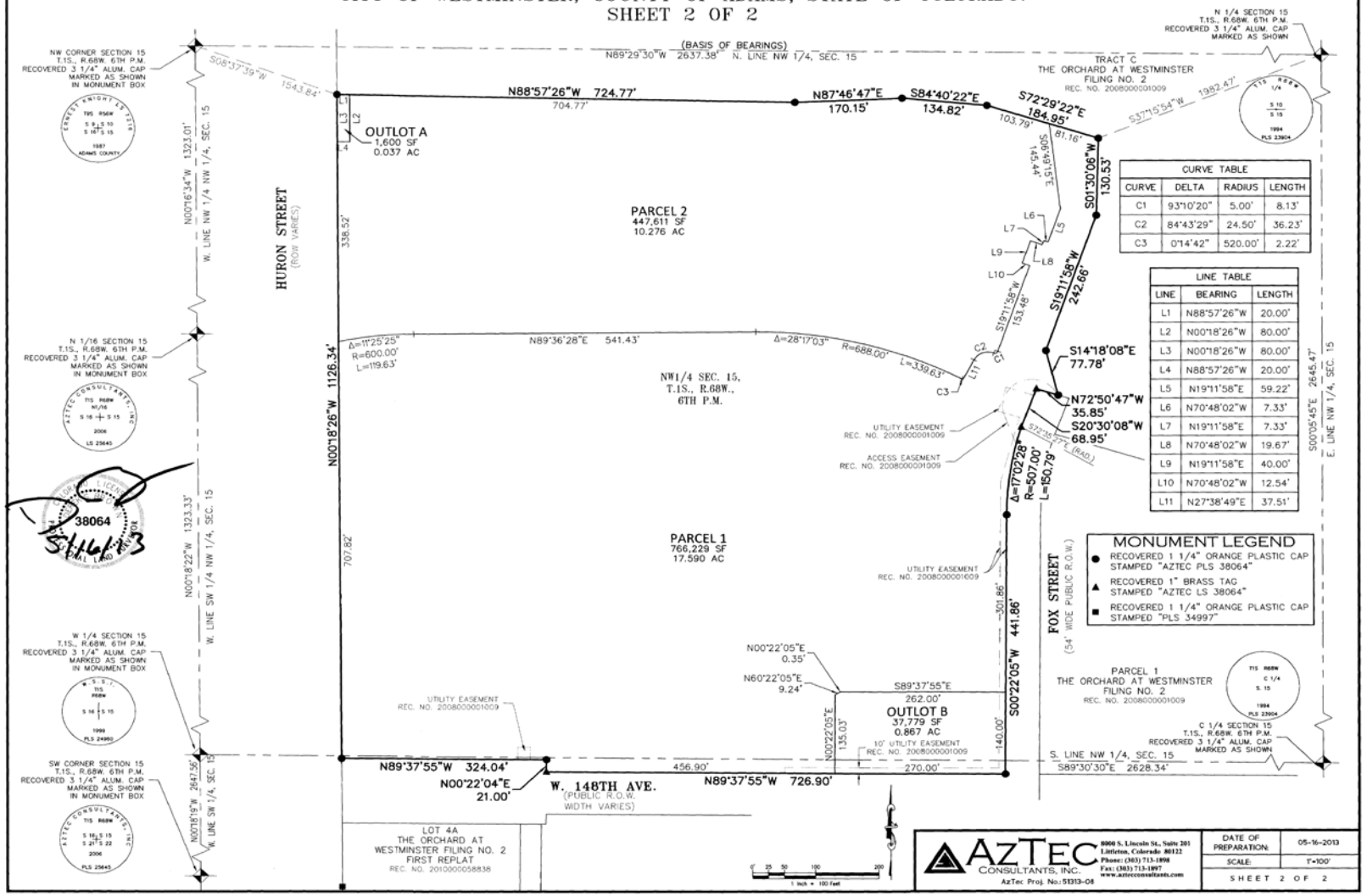
EXHIBIT E

Proposed Boundary Map

SECOND REPLAT
THE ORCHARD AT WESTMINSTER FILING NO. 2

A REPLAT OF PARCEL 2, THE ORCHARD AT WESTMINSTER FILING NO. 2
LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO.

SHEET 2 OF 2



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	93°10'20"	5.00'	8.13'
C2	84°43'29"	24.50'	36.23'
C3	0°14'42"	520.00'	2.22'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°57'26"W	20.00'
L2	N00°18'26"W	80.00'
L3	N00°18'26"W	80.00'
L4	N88°57'26"W	20.00'
L5	N19°11'58"E	59.22'
L6	N70°48'02"W	7.33'
L7	N19°11'58"E	7.33'
L8	N70°48'02"W	19.67'
L9	N19°11'58"E	40.00'
L10	N70°48'02"W	12.54'
L11	N27°38'49"E	37.51'

AZTEC CONSULTANTS, INC.
8000 S. Lincoln St., Suite 201
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 51313-08

DATE OF PREPARATION:	05-16-2013
SCALE:	1"=100'
SHEET 2 OF 2	

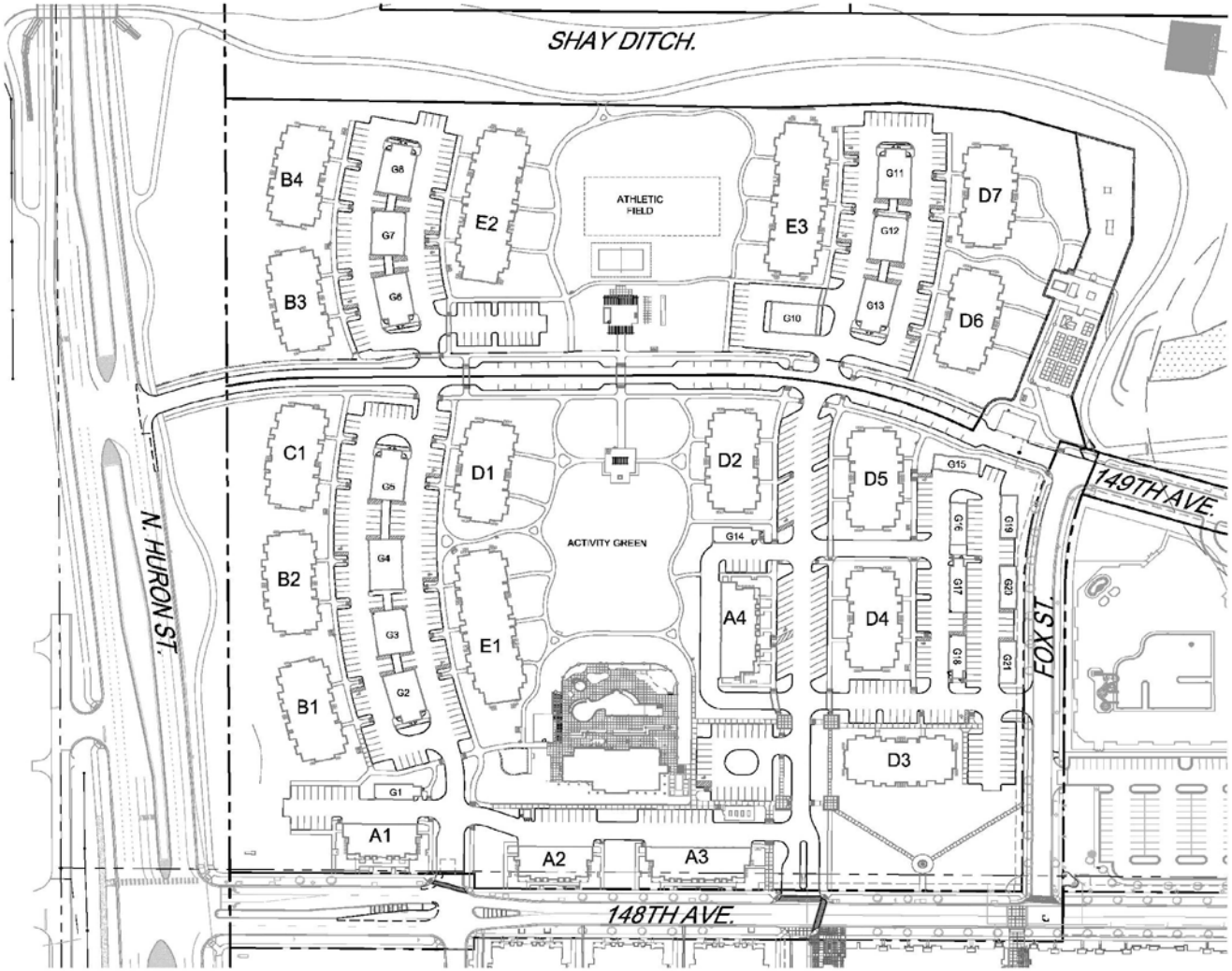
EXHIBIT F

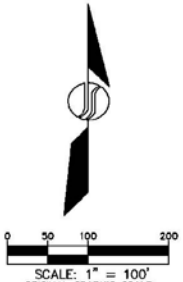
Facilities Plan (Public Improvements)

THIRD AMENDED
OFFICIAL DEVELOPMENT PLAN

THE ORCHARD AT WESTMINSTER FILING NO. 2

THE ORCHARD TOWN CENTER
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 136





JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVE
DENVER, CO 80223
T.303.361.1333
F.303.361.1399

REVISIONS		
NO.	DATE	DESCRIPTION
1	5/30/12	RESPONSE TO CITY COMMENTS DATED 8/13/11
2	8/16/12	RESPONSE TO CITY COMMENTS DATED 2/16/12
3	1/16/13	RESPONSE TO CITY COMMENTS DATED 10/30/12

DESIGNED BY:	CHECKED BY:
JDEYOUNG	C.STRAWN
PROJ. MANAGER:	
C.STRAWN	
DRAWN BY:	
S.LOPEZ	

DATE:	PROJ. NO.:
8/17/2011	11031
SCALE:	FILE NAME:
1"=30'	TECH ODP #2

ORCHARD TOWN CENTER PHASE 2 - A McWHINNEY COMMUNITY

OVERALL SITE PLAN

SHEET
3 OF 136

EXHIBIT G

Operations and Maintenance Expenses

144th Avenue Metropolitan District Nos. 1 and 2 Preliminary Budget

The Orchard at Westminster - Filing No. 2

Prepared by: Pinnacle Consulting Group, Inc

Activity Description	Annual Est. Budget	Notes
Accounting	$ 3,500	Financial reporting
Auditing	$ -	Not Required
Directors' Fees	$ -	Waived Fees
Election Costs	$ -	Not Included
District Management	$ 6,500	Admin. Compliance, Contract Mgmt, etc.
Insurance- GL/D&O/Work Comp	$ 5,000	D&O and Property (District 1 & 2)
Engineering	$ -	Not Included
Legal	$ 4,500	
Office, Dues, & Other	$ 550	SDA dues
Repayment of Developer Advance	$ -	Not Applicable
Interest Expense- Developer Advance	$ -	Not Applicable
Subtotal	$ 20,050	
Landscape & Maintenance (.86 acre Park)		
Landscape Maint Contractor	$ 3,750	
Irrigation Repairs	$ 500	
Snow Removal	$ 4,600	walks and trails -- 1" within 24 hours
Tree/Shrub Management	$ 1,500	includes tree spraying
Annual Flowers Planting & Maintenance	$ 2,800	flowers at entries
Tree/Plant/Mulch Repairs + Replacement	$ 3,100	specification: 30 days of notice of damage
Stormwater Management	$ -	
Public Art Improvements/Repairs	$ 1,820	monthly cleaning
Winter Watering	$ 960	1st year of establishment
Utilities -Non-Potable Irrigation & Electric	$ 2,340	18 gal per season + elec
Subtotal	$ 21,370	
Replacement Reserve Plantings	$ 680	
Replacement Reserve Hardscapes	$ 420	
Contingency	$ 2,496	3% tabor reserve included
Total General Fund Budget	$ 45,016	

WESTMINSTER

Agenda Item 10 C-D

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Public Hearing and Action on the Crystal Lakes Filing No.1 1st Replat 4th Amended Preliminary Development Plan, and 5th Amended Official Development Plan

Prepared By: Patrick Caldwell, Planner III

Recommended City Council Action

1. Hold a public hearing.

2. Approve the Crystal Lakes Filing No.1 1st Replat 4th Amended Preliminary Development Plan, and 5th Amended Official Development Plan. This recommendation is based on a finding that the criteria set forth in Sections 11-5-14, and 11-5-15 of the Westminster Municipal Code have been met.

Summary Statement

- The proposed development consists of .545 acres located on the southwest corner of 73rd Avenue and Wolff Street.

- The two lot detached single-family residential Preliminary Development Plan (PDP) and Official Development Plan (ODP) were approved in 2007, and no development has occurred. After 3 years from the date of approval the PDP/ODP is stale, and Planning Commission and City Council review are required.

- The applicant has recently purchased both lots and has stated intentions to build homes on both lots in the near future. One of the lots will be occupied by the applicant.

Expenditure Required: $ 0

Source of Funds: N/A

Planning Commission Recommendation

The applicant chose not to make a presentation. A neighbor, Mr. Nicholas Kelley of 4823 W. 73rd Avenue, asked about the proposed height of the 2 potential houses, and wanted to know what they would look like. Staff confirmed that the PDP/ODP requirements remained in place from the 2007 version of the PDP/ODP. Covered porches, two-car garages, roof breaks, 30% masonry on sides facing the public street, and other quality design elements are required.

The Planning Commission reviewed this proposal on September 24, 2013, and made the recommendation that City Council approve the Crystal Lakes Filing No. 1, 1st Replat, 4th Amended Preliminary Development Plan and 5th Amended Official Development Plan subject to correcting typographical errors in the documents. This recommendation was based on a finding that the criteria set forth in Sections 11-5-14, and 11-5-15 of the Westminster Municipal Code had been met. The motion was unanimously approved (5-0).

Policy Issue

Should the City approve the Crystal Lakes Filing No.1 1st Replat 4th Amended Preliminary Development Plan, and 5th Amended Official Development Plan?

Alternative

Deny the Crystal Lakes Filing No.1 1st Replat 4th Amended Preliminary Development Plan, and 5th Amended Official Development Plan. This alternative is not recommended because the PDP/ODP is in compliance with the criteria set forth in Sections 11-5-14, and 11-5-15 of the Westminster Municipal Code (WMC).

Background Information

Nature of Request
The .545 acre Crystal Lakes Filing No.1 1st Replat 4th Amended Preliminary Development Plan, and 5th Amended Official Development Plan were approved in 2007, and the plans are stale. New reviews by the Planning Commission and the City Council are required.

Location
The site is at the southwest corner of 73rd Avenue and Wolff Street.

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

- Published Notice: Notice of public hearings scheduled before City Council shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice for the City Council hearing was published in the Westminster Window on October 3, 2013.

- Property Posting: Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on October 3, 2013.

- Written Notice: At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner's associations registered with the City within 300 feet of the subject property. The required notices were mailed on October 3, 2013.

Applicant
Gwyne Presser
4910 Clay Street
Denver, Colorado 80221

Property Owners
Gwyne Presser
4910 Clay Street
Denver, Colorado 80221

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	**Zoning**	**CLUP Designation**	**Use**
North: Spanish Oaks	PUD	R-18	Residential Condominium
West: Spanish Oaks	PUD	R-18	Residential Condominium
South: Greenwood Subdivision	RA	R-3.5	Single Family Detached Residential
East: Rosewood Subdivision	RA	R-3.5	Single-Family Detached Residential

Project Information
The following information provided complies with the City's land development regulations and design guidelines and the criteria contained in Sections 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

- Traffic and Transportation: Wolff Street and 73rd Avenue are already built abutting the site. No significant transportation impacts are anticipated with the construction of two dwellings.

- Site Design: The site consists of two lots. One of the lots will be oriented to 73rd Avenue with driveway access there. The other lot will be oriented to Wolff Street with driveway access there.

- Architectural Design: Criteria in the PDP/ODP provides design standards for the dwellings. The building designs will be reviewed when the building permit is submitted.

- Landscape Design: The landscape requirement is for 5 trees of 2.5 inch caliper to be installed along the Wolff Street and the 73rd Avenue frontages.

- Public Land Dedication: Public land dedication was accomplished when the Crystal Lakes PDP was approved.

- Park Development Fee: For all residential sites a park development fee is due. A park development fee is due to the City prior to issuance of a Certificate of Occupancy.

- School Land Dedication: Any person or entity proposing residential zoning or development shall dedicate or convey land for a public school site. In the event that land is not deemed feasible or in the best interests of the City or the school district, as determined by the City or school district, the City may require a payment in lieu of land dedication. For this site it was determined that a public school site was not feasible. Cash-in-lieu of land dedication shall be payable prior to the recordation of the final plat.

- Signage: No subdivision identification signs are proposed.

Service Commitment Category
This site is south of 80th Avenue and is in the Category A-1 for active single-family detached residential developments.

Referral Agency Responses
There were no negative replies from any of the referral agencies.

Neighborhood Meeting and Public Comments
A neighborhood meeting was not held for this property. The only change from the 2007 PDP/ODP is a minor adjustment to the common lot line. All adjacent property owners within 300 feet were mailed notice of the public hearing and staff has not received any comments from the adjacent property owners.

Strategic Plan
The requests meet the City Council's Strategic Plan goals of *Vibrant Neighborhoods in One Livable Community*; and *Beautiful and Environmentally Sensitive City*. The development of the infill lots improves the character of the neighborhood, adds residents that may use the nearby parks and trails, and enhances the neighborhood with the addition of street trees.

Respectfully submitted,

J. Brent McFall
City Manager

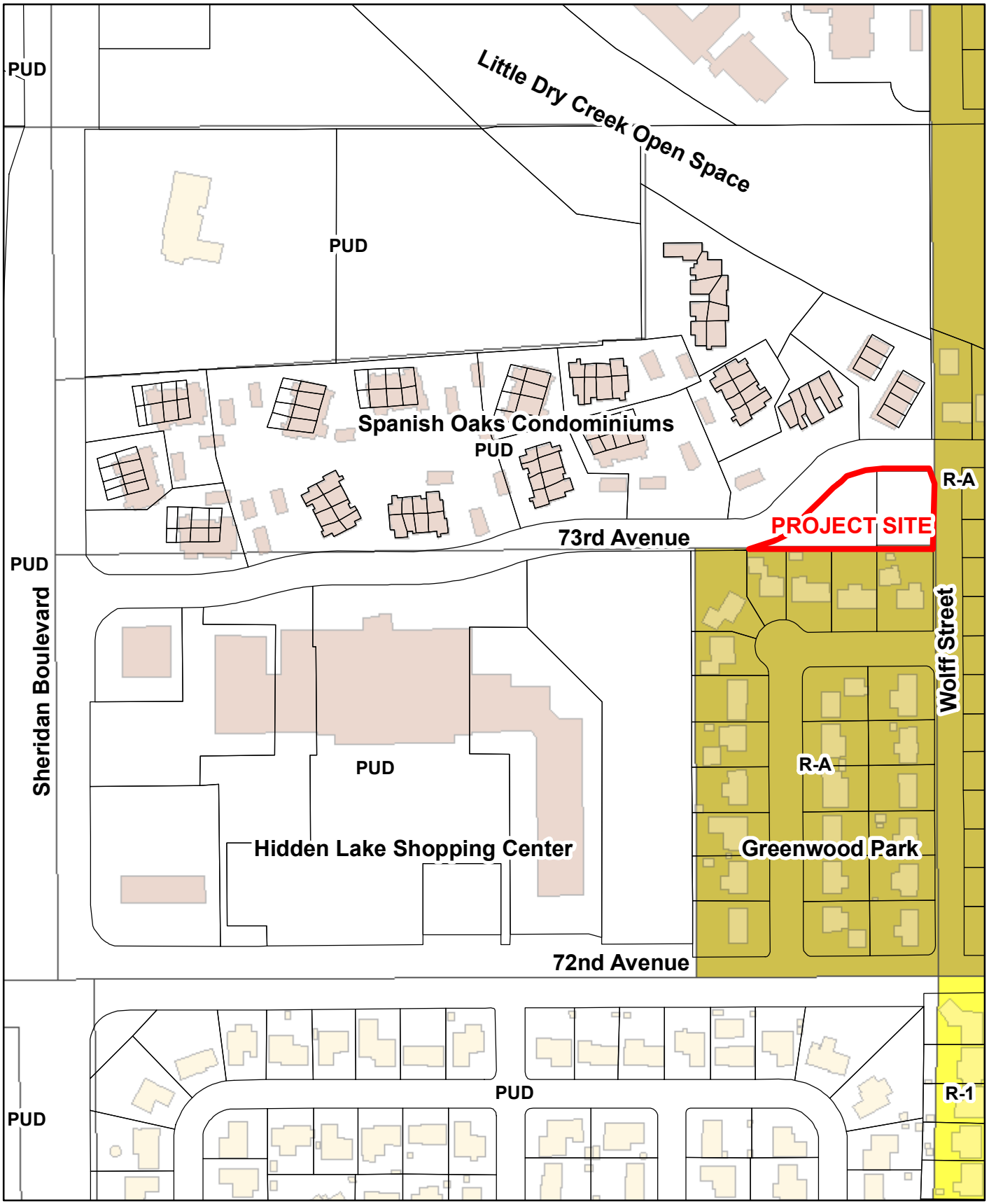
Attachments
- Vicinity Map
- Zoning Map
- Criteria and Standards for Land Use Applications

DWG / 09-11-2013

Crystal Lakes PDP / ODP - Vicinity Map

0 125 250 500 Feet

N W E S



Crystal Lakes PDP / ODP - Zoning Map

0 125 250 500 Feet

N W E S

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

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

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

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

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

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

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.

2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

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

1. The plan is in conformance with all City Codes, ordinances, and policies.

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

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

WESTMINSTER

Agenda Item 10 E

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Resolution No. 25 re Service Commitment Allocations for 2014

Prepared By: Grant Penland, Principal Planner

Recommended City Council Action

Adopt Resolution No. 25 allocating 2,687 Service Commitments for the year 2014 to the various categories of the Growth Management Program including 550 Service Commitments for residential competitions for new Single-Family Detached, Single-Family Attached, Multi-Family, Senior Housing, and Traditional Mixed Use Neighborhood Developments.

Summary Statement

- Each year the City Council allocates Service Commitments (hereafter "SC") to the various Growth Management Program categories to serve the new development for the year. (One SC is the unit of measure for required City services for one single-family detached unit.)

- The SC Allocation table in the Background section details the recommended allocations in each category.

- Staff is requesting that 450 SCs be allocated for Category B (new residential) projects and that 100 additional SCs be allocated for Category E (new senior housing) projects for the 2014 Growth Management Competition. The allocated SCs would accommodate potential awards for new projects through build-out of these projects.

- The total SC allocation for 2014 from the potable water supply is 2,687 SCs. The allocation includes 550 SCs to be awarded on a competitive basis in 2014 to new residential and senior housing projects. SCs for projects awarded in 2013 have been moved into the "Active" category.

- Staff is recommending competitions in all five categories [Single-Family Detached (SFD), Single-Family Attached (SFA), Multi-Family (MF), Senior Housing, and Traditional Mixed Use Neighborhood Developments (TMUND)]. If there are no applications submitted in one or more of the competition categories, or if fewer SCs are needed as a result of the competitions, those remaining SCs are returned to the City's water supply figures.

- The City currently has approximately 12,757 SCs available for new development purposes in the water supply. City water supplies and treatment capacity are more than adequate to meet the recommended SC allocations for 2014. Any remaining, unused SCs at the end of each year are returned to the water supply figures.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issues

1. Should the City allocate Service Commitments to the various Growth Management Program categories as detailed in this report?

2. Should the City conduct a competition this year in each of the new residential categories as outlined in this report?

Alternatives

1. Do not adopt the attached resolution allocating Service Commitments to the various Growth Management Program categories for use in 2014. Staff recommends allocating Service Commitments for the 2014 competition in an amount sufficient to award one or more projects.

2. Do not authorize new residential competitions for 2014. City staff has received strong interest from developers for a 2014 competition and demand for new homes seems to be rising. Therefore, this option is not recommended, as the residential competition process is the mechanism the City uses to allow residential projects to proceed to the City's development review process. The Service Commitment allocation would bring the total Service Commitments set aside for the 2014 residential competition process to approximately 4% percent of the 12,757 Service Commitments currently available for build-out.

Background Information

Annual Allocations

The City's Growth Management Program was established in 1978 to aid the City in balancing growth with the City's ability to provide and expand services including water, water treatment, sewer, police, fire, parks and recreation, etc. At the end of each year, City staff complete projections of new development in the upcoming year and develop recommendations for City Council regarding Service Commitment allocations (the units of measure for required City services) as required by the Growth Management Program. These Service Commitment (SC) allocations are set aside on an annual basis from the overall SC supply figures to serve the demand in the following year for all of the various residential and non-residential categories designated within the Growth Management Program. City Council formally establishes these annual allocations by adoption of a resolution. Service Commitments that are allocated but are not issued to new development during the year are returned to the water supply figures for use in future years.

With the exception of the reclaimed water category (Category R), these SC allocation recommendations have been based on historical allocations by the City and the ability of the City to provide the necessary services. "Active" residential (Categories A and L) refers to projects that are under construction, have previous binding agreements for SCs with the City (such as Legacy Ridge), meet build-out and infill development criteria, are approved projects awarded in previous competitions, or are new South Westminster residential projects (see Background section "Residential Competitions" below for additional information). Category C (Non-Residential) sets aside SCs for new commercial, office and industrial projects. The City has water agreements in place for Federal Heights, the Standley Lake Water and Sanitation District, and Shaw Heights, and a small number of SCs are allocated in Category D (Outside City Contracts) to accommodate contract requirements in those areas. Category F (Public and Contingency) reserves SCs for new city projects and facilities such as park development, libraries, and fire stations.

The total allocation from the potable water supply as detailed below is 2,687 SCs and is based on the projected development activity of active projects under construction, those in the City's development review process, and submittals expected in the near future. According to figures provided by the City's Water Resources staff in the Department of Public Works and Utilities, there are approximately 12,757 SCs available for build-out, which is more than adequate to accommodate the requested additional allocations for 2014.

2014 SERVICE COMMITMENT ALLOCATIONS

CATEGORY	DESCRIPTION	PROPOSED ALLOCATIONS
Potable		
A and L	All Active Residential and Legacy Ridge	1,512
B	New Residential (for competition process)	450
C	Non-Residential	500
D	Outside City Contracts	25
E	Senior Housing (for competition process)	100
F	Public and Contingency	100
	Total – Potable	**2,687**

Residential Competitions

The number of new residential development is managed through the competition process. "Active" residential projects are awarded on a first-come, first-served basis (up to any limits placed on the original competitive awards). New residential projects must compete for available SCs through a competition process. The City's Growth Management Program does allow some exceptions to the competitive process. These include new residential projects in South Westminster (south of 80th Avenue) in order to promote development and redevelopment in this older area of the City, Legacy Ridge (due to a previous binding agreement with the City), and those projects that meet "build-out" and "infill" definitions in the Westminster Municipal Code. Successful projects in the competition process are then allowed to proceed to the City's development review process. Service Commitments for single-family detached projects are calculated at one SC per unit, 0.7/unit for single-family attached, 0.5/unit for multi-family, and 0.35/unit for senior housing. This equates to the relative amounts of water used annually be each of these types of dwelling units.

The intent of the SC competitions is for a limited number of new residential projects to proceed to the City's development review process. Each of the five competitions (Single-Family Detached, Single-Family Attached, Multi-Family, Senior Housing, and Traditional Mixed Use Neighborhood Developments) is based on the City's adopted residential design guidelines for that category. With the exception of the TMUND competition (judged by a design jury), projects receive points by providing "incentive" items the applicants choose. These incentive items are listed and detailed in the residential design guidelines.

In past years, a specific number of SCs were set aside for each competition with a limit of one new project in each category. However, beginning in 2008, with the slower housing market and uncertainty of which types of projects will be submitted, the City established a pool of SCs for all of the competitions. This allows the City maximum flexibility to award to more than one project in any category, if so desired, as a result of the competitions.

A competition was held in 2013, and five projects were awarded out of eight entries. City Council awarded a total of 336 service commitments for one Traditional Mixed Use Neighborhood Development (TMUND), two Single-Family Detached, one Multiple Family, and one Senior Housing project.

The awards to individual projects through the competition process include SCs needed in subsequent years to build out each of the winning projects. As a result, it is not necessary for the winning projects to re-compete in multiple years in order to complete the same project. If there are no applications submitted in any of the competition categories, or fewer SCs are needed as a result of the competitions, those remaining SCs are returned to the City's water supply figures.

Because SCs are awarded to new residential projects on a competitive basis and many developers do not want their possible competitors to know their plans in advance, Staff has not included a specific list of the potential sites for competition submittals; however, the requested additional residential allocations are based on recent conversations with developers about potential projects, balanced with the availability of water and responsible managed growth.

The Growth Management program contributes to all five of City Council's goals: *Financially Sustainable City Government Providing Exceptional Services*; *Safe & Healthy Community*; *Strong, Balanced Local Economy*; *Vibrant Neighborhoods in One Livable Community*; and *Beautiful and Environmentally Sensitive City*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **25** INTRODUCED BY COUNCILLORS

SERIES OF 2013 _____

A RESOLUTION
ALLOCATING SERVICE COMMITMENTS FOR THE YEAR 2014 PURSUANT TO THE CITY'S GROWTH MANAGEMENT PROGRAM AS SET FORTH IN CHAPTER 3, TITLE XI OF THE WESTMINSTER MUNICIPAL CODE

WHEREAS, the City of Westminster has adopted by Ordinance a Growth Management Program through 2020; and

WHEREAS, the City's Growth Management Program as set forth in Title XI, Chapter 3, W.M.C. calls for the periodic determination of the availability of Service Commitments and allocation of such Service Commitments among various categories of potential users; and

WHEREAS, the City Council of the City of Westminster has, with the aid of detailed factual reports and expert opinions from its Staff and consultants, examined the raw water supply, the sewage treatment capacity, the water treatment capacity, and other factors affecting the availability of Service Commitments; and

WHEREAS, the City Council of the City of Westminster has previously determined, in connection with its adoption of Title XI, Chapter 3, W.M.C., that the City's ability to award Service Commitments is restricted; and

WHEREAS, the demand of different land uses on the City's ability to provide utilities and other services vary due to density and intensity of the particular use; and

WHEREAS, City Council has previously determined that the Comprehensive Land Use Plan shall assist the City in making future decisions concerning the desired mix of land uses at build-out of the City; and

WHEREAS, it is the intent of City Council to recognize the many factors influencing demand for new water and sewer service, while remaining cognizant of the large capital investments in land and public improvements made by developers with projects that are already started, and recognizing the efficiencies inherent in encouraging the completion of existing development projects that can use existing public capital facilities before approving new ones.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, in accordance with Sections 11-3-4 and 11-3-5 of the Westminster Municipal Code, that:

1. Based on all of the information available to the City Council on this date, for the period beginning January 1, 2014, through December 31, 2014, the City can make available 2,687 Service Commitments ("SCs") to Categories A (A-1, A-2, and A-3) and L (L-1, L-2, and L-3), 450 SCs to Category B (B-1, B-2, B-3, and B-4), 500 SCs to Category C, 25 SCs to Category D, 100 SCs to Category E, and 100 SCs to Category F without adverse effect on existing water users and without in any way endangering the health, safety, and welfare of the citizens of Westminster and of other persons dependent upon the operation of a safe and efficient public water and sanitation system by the City.
2. This Resolution supersedes and replaces all previous allocation resolutions by City Council.

PASSED AND ADOPTED this 14th day of October, 2013.

ATTEST:

_____ _____
City Clerk Mayor

APPROVED AS TO LEGAL FORM:

_____
City Attorney

WESTMINSTER

Agenda Item 10 F

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Resolution No. 26 re Building Construction Clarification to the City Of Westminster Single-Family Detached Residential, Single-Family Attached Residential, Multi-Family Residential, and Senior Housing Design Guidelines

Prepared By: Grant Penland, Principal Planner

Recommended City Council Action

Adopt Resolution No. 26 amending the language within all residential design guidelines to clarify the requirements for building construction relating to energy conservation.

Summary Statement

- As a part of the annual Growth Management Program, City staff evaluates the incentives offered in the residential design guidelines and suggests changes or amendments on occasion.

- The proposed amendment will clarify existing incentives and facilitate implementation of the guidelines during building permit review.

- In 2009, the City added "green building" incentives to the residential design guidelines, which are used to provide a basis for allocating limited Service Commitments to developers through a yearly competition. Several of these incentives were found to be confusing within the development community, not easily quantifiable, or difficult to implement during development application review.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

Should the City revise the residential design guidelines to requirements for building construction relating to energy conservation?

Alternative

Do not support the proposed revision. This option is not recommended because staff believes the amendment will clarify existing incentives for competition applicants and facilitate implementation of the guidelines during building permit review.

Background Information

The proposed amendment will clarify existing incentives for competition applicants and facilitate implementation of the guidelines during building permit review.

The proposed amendment is as follows:

A) Pro-active Solar Construction

Incentives:
Points will be awarded for installation of ~~solar water heating and~~ photovoltaic system or pre-plumbing and pre-wiring homes for future installation to make it easier for homeowners to install the desired systems at a low cost. Roof design will also accommodate future installation of such systems.

1) ~~25 points for each 10% of pre-plumbed and pre-wired housing units for a maximum of 250 points~~ **100% of housing units pre-wired for solar photovoltaic systems (100 points), or**
2) ~~50~~ **60** points for each 10% of housing units with installed ~~roof-mounted solar water heating systems and/or~~ **solar** photovoltaic systems **(minimum 3 kw system)** for a maximum of ~~500~~ **600** points

B) Dwelling Unit Energy Efficiency

Incentives:
Dwelling units will be constructed to meet one of the following insulation and energy efficiency standards: ~~500 points~~

1) ~~Performance rating: 25% better than minimum performance criteria required by the 2009 IECC~~ **10% better than the building energy code requirements, for the code adopted by City, at the time of permit issuance (200 points)**
2) ~~Prescriptive rating: From R-38 to R-49 roof insulation, R-30 to R-38 floor insulation; triple-pane windows~~ **20% better than the building energy code requirements, for the code adopted by City, at the time of permit issuance (500 points)**
3) ~~UA trade-off: Building must be a minimum of 5% above 2009 IECC per ResCheck~~

C) Water Conserving Plumbing Fixtures

Minimum:
All new residential units shall incorporate indoor water fixtures that meet the current plumbing code.

Incentive:
All new residential units shall incorporate indoor water fixtures that meet the U.S. EPA WaterSense criteria. (100 points)

D) Community Facilities

Incentives:

1) Install solar ~~water heating and/or~~ photovoltaic systems **(minimum 3 kw system)** on the clubhouse/meeting/recreational facility buildings: ~~250~~ **300** points
2) Community buildings will be LEED Silver or higher: 300 points
3) Mail kiosk will be covered and incorporate solar-powered lighting**, providing 100% of lighting demand required**: 50 points

This amendment to the residential design guidelines supports Council's goal of *Beautiful and Environmentally Sensitive City*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Resolution

RESOLUTION

RESOLUTION NO. **26** INTRODUCED BY COUNCILLORS

SERIES 2013 _____

BUILDING CONSTRUCTION CLARIFICATION TO THE CITY OF WESTMINSTER SINGLE-FAMILY DETACHED RESIDENTIAL, SINGLE-FAMILY ATTACHED RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, AND SENIOR HOUSING DESIGN GUIDELINES

WHEREAS, in Title XI, Chapter 3, W.M.C., the City of Westminster has adopted a Growth Management Program through 2020; and

WHEREAS, Section 11-3-5 subsection (F), W.M.C. provides that Service Commitments for new Single-Family Detached projects (Category B-1), new Single-Family Attached projects (Category B-2), new Multi-Family projects (Category B-3), and new Senior Housing projects (Category E) shall be awarded on a competitive basis; and

WHEREAS, the compliance with such guidelines is required by Section 11-3-5 subsection (E), W.M.C. for new Single-Family Detached, Single-Family Attached, Multi-Family, and Senior Housing projects; and

WHEREAS, the City Council hereby determines that the Single-Family Detached Residential, Single-Family Attached Residential, Multi-Family Residential, and Senior Housing Design Guidelines are in the best interests of the citizens in light of the City's desire of managed growth and the limited land available for future growth, and are necessary for the health, safety and welfare of the community; and

WHEREAS, the City Council hereby determines that an amendment to the Single-Family Detached Residential, Single-Family Attached Residential, Multi-Family Residential, and Senior Housing Design Guidelines is necessary to clarify existing incentives and facilitate implementation of the guidelines.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster:

1. In accordance with Title XI, Chapter 3, W.M.C., City Council hereby adopts the following modified language to be included as an incentive to the Single-Family Detached Residential, Single-Family Attached Residential, Multi-Family Residential, and Senior Housing Design Guidelines under "Building Construction:"

E) <u>Pro-active Solar Construction</u>

<u>Incentives:</u>

Points will be awarded for installation of ~~solar water heating and~~ photovoltaic system or pre-plumbing and pre-wiring homes for future installation to make it easier for homeowners to install the desired systems at a low cost. Roof design will also accommodate future installation of such systems.

1) ~~25 points for each 10% of pre-plumbed and pre-wired housing units for a maximum of 250 points~~ **<u>100% of housing units pre-wired for solar photovoltaic systems (100 points), or</u>**
2) ~~50~~ **<u>60</u>** points for each 10% of housing units with installed ~~roof-mounted solar water heating systems and/or~~ **<u>solar</u>** photovoltaic systems **<u>(minimum 3 kw system)</u>** for a maximum of ~~500~~ **<u>600</u>** points

F) Dwelling Unit Energy Efficiency

Incentives:

Dwelling units will be constructed to meet one of the following insulation and energy efficiency standards: ~~500 points~~

1) ~~Performance rating: 25% better than minimum performance criteria required by the 2009 IECC~~ **10% better than the building energy code requirements, for the code adopted by City, at the time of permit issuance (200 points)**
2) ~~Prescriptive rating: From R-38 to R-49 roof insulation, R-30 to R-38 floor insulation; triple-pane windows~~ **20% better than the building energy code requirements, for the code adopted by City, at the time of permit issuance (500 points)**
3) ~~UA trade-off: Building must be a minimum of 5% above 2009 IECC per ResCheck~~

G) Water Conserving Plumbing Fixtures

Minimum:

All new residential units shall incorporate indoor water fixtures that meet the current plumbing code.

Incentive:

All new residential units shall incorporate indoor water fixtures that meet the U.S. EPA WaterSense criteria. (100 points)

H) Community Facilities

Incentives:

1) Install solar ~~water heating and/or~~ photovoltaic systems **(minimum 3 kw system)** on the clubhouse/meeting/recreational facility buildings: ~~250~~ **300** points
2) Community buildings will be LEED Silver or higher: 300 points
3) Mail kiosk will be covered and incorporate solar-powered lighting**, providing 100% of lighting demand required**: 50 points

2. The Single-Family Detached Residential, Single-Family Attached Residential, Multi-Family Residential, and Senior Housing Design Guidelines shall continue to apply to all future Preliminary Development Plans (PDP's) and amendments and Official Development Plans (ODP's) and amendments for new Single-Family detached, Single-Family attached, Multi-Family, and Senior Housing developments.

3. The Building Construction incentive revisions to the existing guidelines are in the best interests of the citizens in light of the City's desire for managed growth and the limited land and water available for future growth, and are necessary for the health, safety and welfare of the community.

PASSED AND ADOPTED this 14th day of October, 2013.

ATTEST:

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Clerk

_____
City Attorney's Office

WESTMINSTER

Agenda Item 10 G

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Resolution No. 27 re Acquisition of Utility Easements for the Little Dry Creek Interceptor Sewer Relocation by RTD

Prepared By: Andy Walsh, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Adopt Resolution No. 27 authorizing City Staff to proceed with acquisition of easement interests necessary to relocate the Little Dry Creek Interceptor Sewer (LDCIS), including the use of eminent domain, if necessary; and authorize all reasonable costs associated with the easement acquisitions.

Summary

- As part of the Regional Transportation District (RTD) FasTracks project, a new commuter rail is proposed in south Westminster that requires relocation of utilities in the area.

- Utilities that must be relocated include a portion of the Little Dry Creek interceptor sewer (LDCIS) between Federal Boulevard and 64th Place.

- Various additions requested by the City (i.e. betterments) are currently being negotiated as part of this relocation including upsizing of the pipe to carry flows at buildout of the City and extending the new pipeline work to connect to the City's new sewer currently being constructed at Federal Boulevard.

- The extended pipeline work being requested extends through the CubeSmart property located at 6790 Federal Boulevard and requires acquisition of utility easements as shown in the attached map. Two permanent utility easements and two temporary construction easements are required for construction of the new sewer and for future maintenance access.

- Funds are available and were authorized by City Council for this project and no new monies are requested.

Expenditure Required: Reasonable expenditures to be determined by the City

Source of Funds: Utility Fund Capital Improvement—South Westminster TOD Utilities – Wastewater Project

Policy Issue

Should the City pursue the acquisition of easement interests for replacement of the Little Dry Creek Interceptor Sewer?

Alternative

City Council could decide to not proceed with these acquisitions. This is not recommended as these easements are necessary to relocate the sewer to the preferred alignment. In addition, this segment of sewer is in poor condition, undersized, and needs to be replaced near-term. Acquisition of these easements now allows this work to be completed more cost-effectively and more quickly by including it as part of RTD's project.

Background Information

In 2012 staff completed a condition and capacity analysis of the City of Westminster's large diameter sanitary sewers. One of the recommendations was to replace several segments of the Little Dry Creek Interceptor Sewer (LDCIS) between 72nd Avenue and the Metro Wastewater and Sanitation District outfall. Replacement of these sewers was determined to be a high priority due to their overall poor condition in comparison with other sewers in the City. Furthermore, the LDCIS carries about one-fifth of the sewer flows from south Westminster and the current sewer is undersized relative to projected sewer flows at build-out of the City. For these reasons, staff has been working on several projects to replace this sewer.

One LDCIS replacement project is currently in progress and involves replacing the sewer between Lowell Boulevard and Federal Boulevard. Other segments of the LDCIS must be relocated by RTD to accommodate their new rail line. For these segments staff is negotiating with RTD to implement various additions requested by the City (i.e. betterments) including upsizing the pipe to handle future flows and extending the new pipeline work 300 feet to connect to the City's new sewer currently being constructed at Federal Boulevard. The preferred alignment for this pipeline extension is through a small portion of the CubeSmart property located at 6790 Federal Boulevard. This is the preferred alignment for several reasons including; it is away from the existing Burlington Northern Santa Fe railroad right-of-way (ROW); provides better and safer access for operations and maintenance; reduces relative pipeline lengths and costs, and has fewer bends, making it less prone to clogging.

The City needs to acquire two permanent utility easements and two temporary construction easements from the affected CubeSmart property owner. The easements proposed for acquisition are shown in the attached map. To help streamline the project schedule, the acquisition effort will attempt a negotiated settlement for purchase of the easement interests or voluntary agreement for possession of the property by late 2013. Construction could then begin in early 2014 with completion anticipated for the fall of 2014.

The attached resolution authorizes Staff to proceed with activities and expenditures necessary to secure legal possession and acquire easement interests for relocation of the LDCIS. Under the proposed resolution, the City Manager will have the authority to approve a compensation amount on the basis of the appraised value or such other negotiated value that is just and necessary to facilitate settlement. Authority to condemn the property interests in an eminent domain action is also included in the resolution, but efforts will focus on negotiated settlements.

Easement acquisition activities related to utility infrastructure improvements in south Westminster will support the RTD FasTracks project, improve infrastructure capacity and help achieve the City Council's Strategic Plan Goals of a "Strong Balanced Local Economy" and "Vibrant Neighborhoods In One Livable Community" by contributing to the development of multi-modal transportation systems and the transit-oriented community that is expected to grow around the station and by contributing to the objectives of well-maintained City infrastructure and facilities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments
- Location Map
- Resolution with Exhibits A-D

RESOLUTION

RESOLUTION NO. **27** INTRODUCED BY COUNCILLORS

SERIES OF 2013 _____

A RESOLUTION TO ACQUIRE UTILITY EASEMENTS
FOR THE LITTLE DRY CREEK INTERCEPTOR SEWER RELOCATION BY RTD

WHEREAS, the Westminster City Council has determined that it is necessary to the public health, safety and welfare to acquire certain property rights for the public purpose of relocating a sanitary sewer that requires replacement and for access to this utility for maintenance; and

WHEREAS, a values finding was prepared using recent appraisals of real property in the area and prepared by a professional appraisal company and will be presented as an initial offer to the property owner of the fair market value of the property rights to be acquired; and

WHEREAS, the City of Westminster (the "City") will make a good faith offer to purchase each of the permanent and temporary construction easements; and

WHEREAS, the City is a home rule municipality under Colorado Constitution Article XX with the legal authority and power of eminent domain and the City Attorney has advised that the City may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the property cannot be obtained voluntarily, the City is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, City Council finds that if acquisition by condemnation of any parcel described in this resolution is commenced, immediate possession by the City may be necessary for the public health, safety and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, the Westminster City Council resolves that:

1. The property interests sought to be acquired for the Project include permanent easements and temporary construction easements at 6790 Federal Boulevard, Denver, CO 80221, described in the attached Exhibits A, B, C and D; (collectively, the "Property"); and

2. The acquisition of the Property serves the public purpose of constructing utility improvements, drainage and maintenance of these improvements; and

3. The City Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project; and

4. The City Manager or his designee is authorized to proceed with negotiations to acquire the necessary Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation.

5. The City Manager or his designee is hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete these purchases.

6. The City Attorney is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Properties against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the City Attorney is further authorized to request a grant of immediate possession of the Property.

7. The City Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Properties; including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property. The cost shall be charged to the Utility Capital Improvement Fund, as appropriate.

8. The City Manager or his designee is hereby authorized to call for amendment of the legal descriptions of the Property to be acquired and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement, if necessary in the course of the Project.

PASSED AND ADOPTED this 14th day of October, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
By: Office of the City Attorney

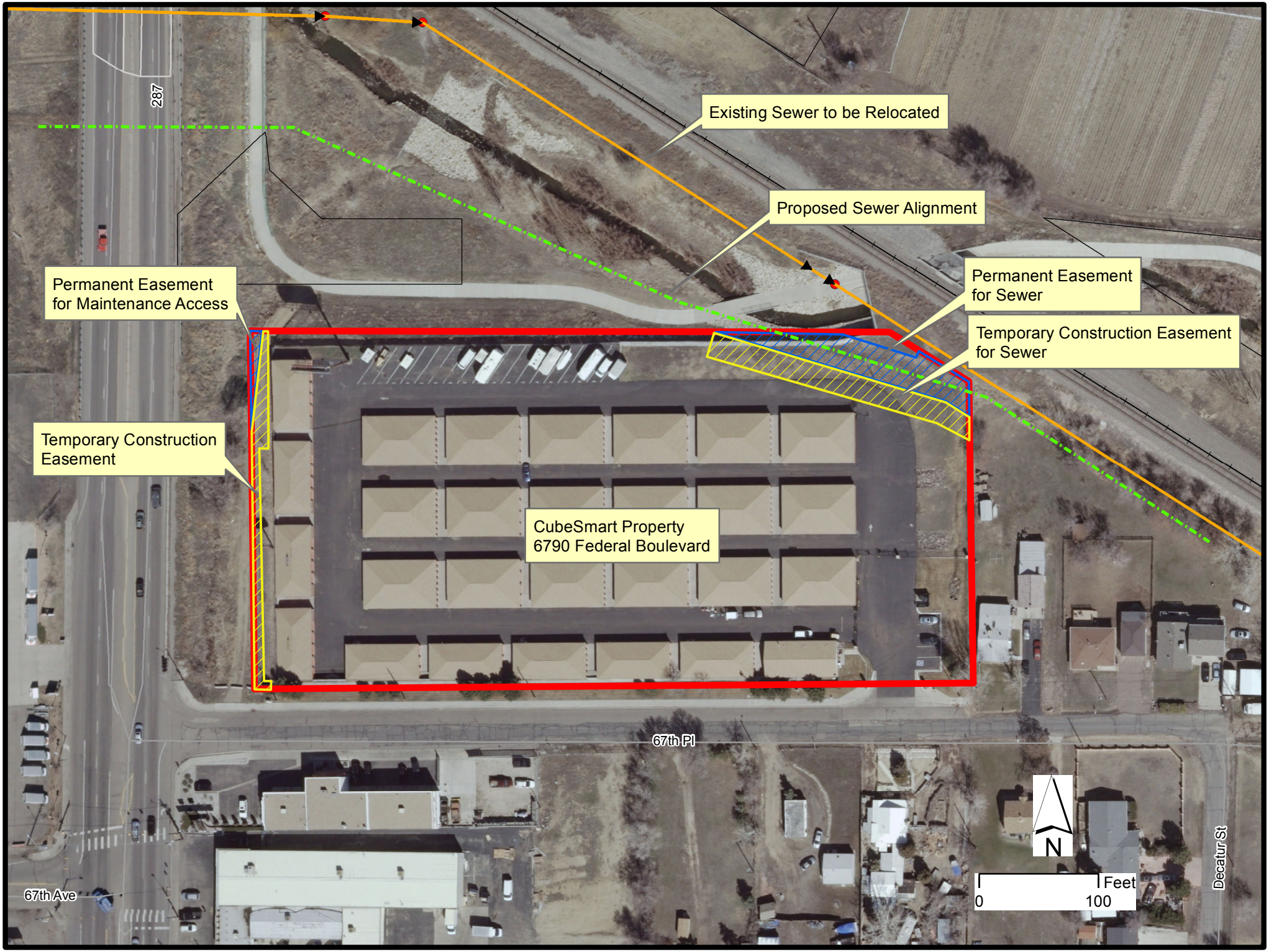

Existing Sewer to be Relocated
Proposed Sewer Alignment
Permanent Easement for Maintenance Access
Permanent Easement for Sewer
Temporary Construction Easement for Sewer
Temporary Construction Easement
CubeSmart Property
6790 Federal Boulevard
287
67th Pl
67th Ave
Decatur St
N
Feet
0
100

Exhibit A

Permanent Easement Description

A portion of Lot 1, U-Stor Federal Subdivision filed December 9, 1996 at File No. 17 Map No. 623 Reception No. C0236266, in the southeast quarter of Section 5, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Note:

1. The Basis of Bearings is the west line of the southeast quarter of Section 5, T3S, R68W 6th P.M., as monumented with an aluminum cap PLS 26288 at each end with a UTM-13 bearing of N 01°05'56" E.

Commencing at the southeast corner of Lot 1, U-Stor Federal Subdivision; Thence N 01°05'56" E, along the easterly line of said Lot 1 a distance of 229.45 feet to the POINT OF BEGINNING;

Thence N 57°17'40" W, departing said easterly line, a distance of 19.64 feet;

Thence N 73°32'51" W a distance of 191.54 feet, more or less, to a point on a northerly line of Lot 1 U-Stor Federal Subdivision;

Thence N 89°53'32" E, along said northerly line, a distance of 105.26 feet;

Thence S 73°32'51" E, departing said northerly line, a distance of 53.79 feet;

Thence N 16°27'09" E a distance of 6.63 feet, more or less, to a point on a northerly line of Lot 1 U-Stor Federal Subdivision, being the southerly right of way line of Burlington Northern Santa Fe Railroad;

Thence S 57°17'32" E, along said northerly line, a distance of 49.98 feet, more or less, to the easterly line of Lot 1;

Thence S 01°05'56" W, along said easterly line, a distance of 29.17 feet to the POINT OF BEGINNING.

Containing 0.107 acres more or less.

COLORADO REGISTERED
E.J. GRABOWSKI
6/20/13
22097
PROFESSIONAL LAND SURVEYOR

Prepared by EJ Grabowski
For and on behalf of GEOSURV Inc.
520 Stacy Ct. Ste B, Lafayette, CO 80026

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Easement R1.dwg
Printed: Jun 20, 2013 4:32pm by: JTV

LINE	BEARING	DISTANCE
L1	N 57°17'40" W	19.64'
L2	N 73°32'51" W	191.54'
L3	N 89°53'32" E	105.26'
L4	S 73°32'51" E	53.79'
L5	N 16°27'09" E	6.63'
L6	S 57°17'32" E	49.98'
L7	S 01°05'56" W	29.17'

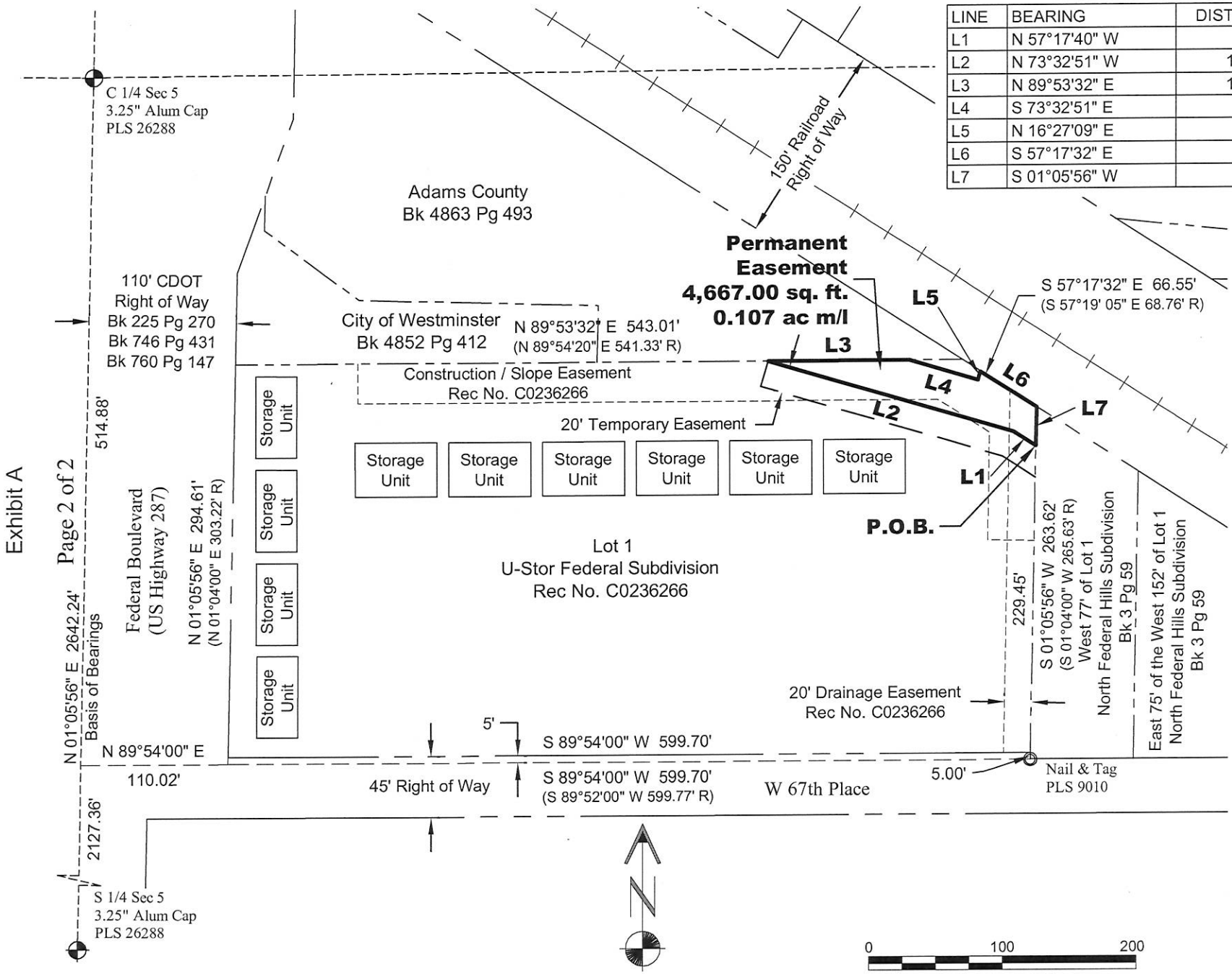


Exhibit A

Page 2 of 2

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Easement R1.dwg
Printed: Jun 20, 2013 4:32pm by: JTV

Exhibit B

Temporary Easement Description

A portion of Lot 1, U-Stor Federal Subdivision filed December 9, 1996 at File No. 17 Map No. 623 Reception No. C0236266, in the southeast quarter of Section 5, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Note:

1. The Basis of Bearings is the west line of the southeast quarter of Section 5, T3S, R68W 6th P.M., as monumented with an aluminum cap PLS 26288 at each end with a UTM-13 bearing of N 01°05'56" E.

Commencing at the southeast corner of Lot 1, U-Stor Federal Subdivision; Thence N 01°05'56" E, along the easterly line of said Lot 1 a distance of 205.97 feet to the POINT OF BEGINNING;

Thence N 57°17'40" W, departing said easterly line, a distance of 29.09 feet;

Thence N 73°32'51" W a distance of 188.68 feet;

Thence N 16°27'09" E a distance of 20.00 feet, more or less, to a point on a northerly line of Lot 1, U-Stor Federal Subdivision;

Thence S 73°32'51" E, departing said northerly line, a distance of 191.54 feet;

Thence S 57°17'40" E a distance of 19.64 feet, more or less, to a point on the easterly line of Lot 1, U-Stor Federal Subdivision;

Thence S 01°05'56" W, along said easterly line, a distance of 23.48 feet to the POINT OF BEGINNING.

Containing 0.098 acres more or less.

COLORADO REGISTERED
E.J. GRABOWSKI
6/20/13
22097
PROFESSIONAL LAND SURVEYOR

Prepared by EJ Grabowski
For and on behalf of GEOSURV Inc.
520 Stacy Ct. Ste B, Lafayette, CO 80026

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Temp Easement R1.dwg
Printed: Jun 20, 2013 4:47pm by: JTV

LINE	BEARING	DISTANCE
L1	N 57°17'40" W	29.09'
L2	N 73°32'51" W	188.68'
L3	N 16°27'09" E	20.00'
L4	S 73°32'51" E	191.54'
L5	S 57°17'40" E	19.64'
L6	S 01°05'56" W	23.48'

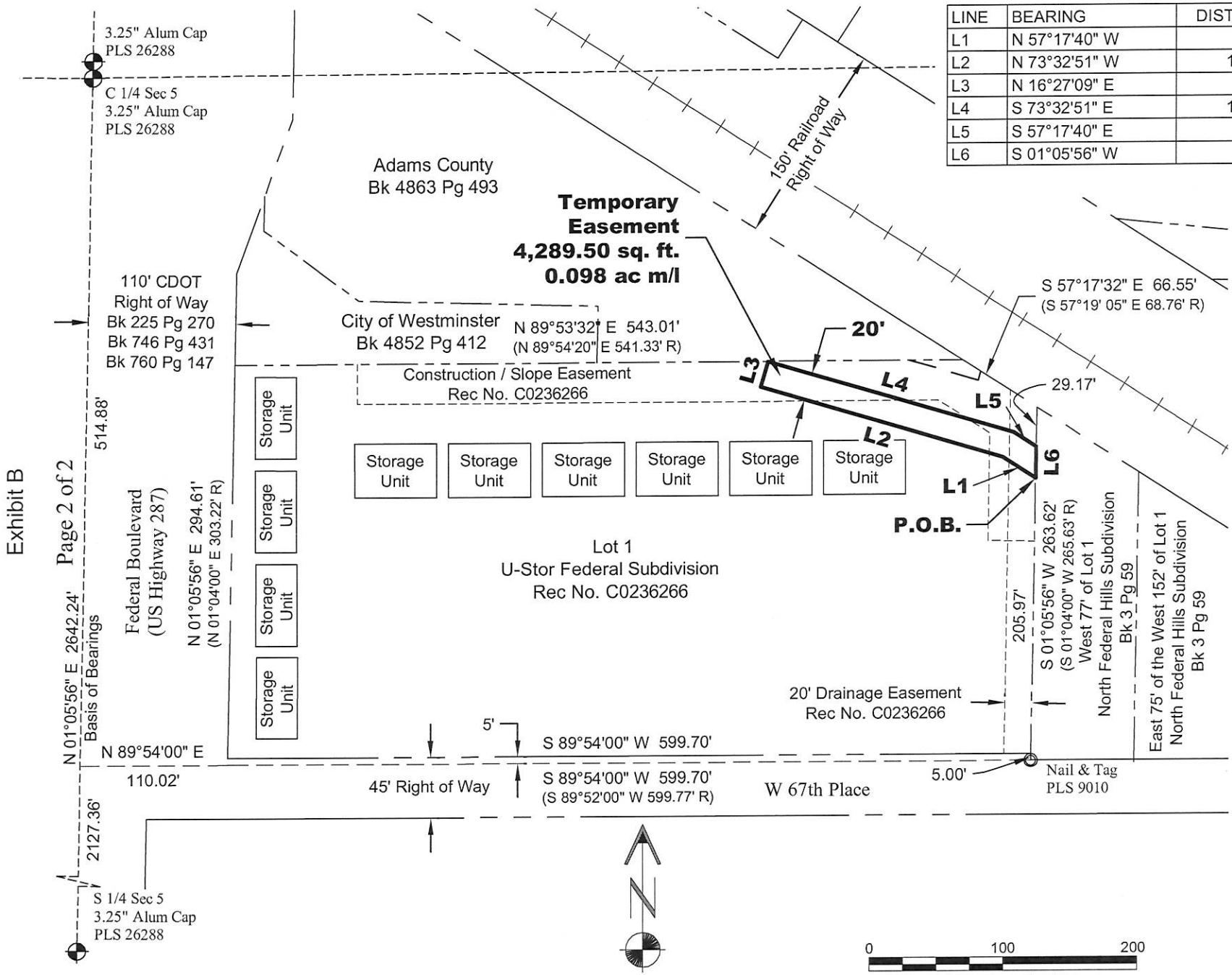


Exhibit B

Page 2 of 2

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Permanent Easement Description

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Note:

1. The Basis of Bearings is the west line of the southeast quarter of Section 5, T3S, R68W 6th P.M., as monumented with an aluminum cap PLS 26288 at each end with a UTM-13 bearing of N 01°05'56" E.

Beginning at the northwest corner of Lot 1, U-Stor Federal Subdivision;

Thence N 89°53'32" E, along the northerly line of said Lot 1, U-Stor Federal Subdivision , a distance of 10.00 feet;

Thence S 09°12'11" W, departing said northerly line, a distance of 70.92 feet to a point on the westerly line of said Lot 1, U-Stor Federal Subdivision;

Thence N 01°05'56" E, along said westerly line, a distance of 70.00 feet to the POINT OF BEGINNING.

Containing 0.008 acres more or less.

COLORADO REGISTERED
E.J. GRABOWSKI
6/20/13
22097
PROFESSIONAL LAND SURVEYOR

Prepared by EJ Grabowski
For and on behalf of GEOSURV Inc.
520 Stacy Ct. Ste B, Lafayette, CO 80026

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Easement West.dwg
Printed: Jun 20, 2013 4:46pm by: JTV

LINE	BEARING	DISTANCE
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L2	S 09°12'11" W	70.92'
L3	N 01°05'56" E	70.00'

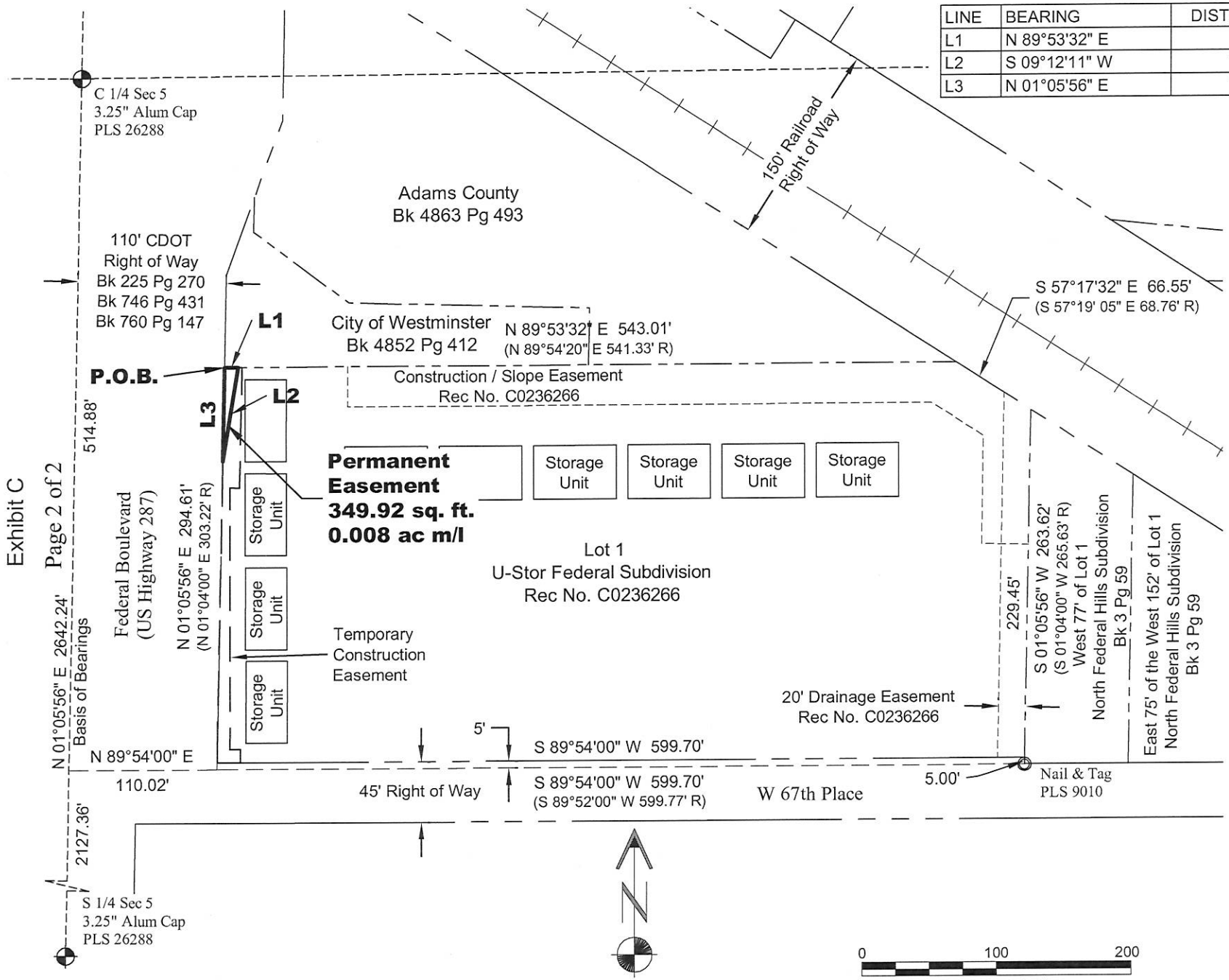

Exhibit C

Page 2 of 2

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Easement West.dwg
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Temporary Easement Description

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Note:

1. The Basis of Bearings is the west line of the southeast quarter of Section 5, T3S, R68W 6th P.M., as monumented with an aluminum cap PLS 26288 at each end with a UTM-13 bearing of N 01°05'56" E.

Commencing at the northwest corner of Lot 1, U-Stor Federal Subdivision; Thence N 89°53'32" E, along the northerly line of said Lot 1, U-Stor Federal Subdivision , a distance of 10.00 feet to the POINT OF BEGINNING;

Thence N 89°53'32" E, continuing along said northerly line, a distance of 3.00 feet;

Thence S 01°05'56" W, departing said northerly line, a distance of 90.00 feet;

Thence N 88°54'04" W a distance of 7.00 feet;

Thence S 00°05'51" W a distance of 194.55 feet;

Thence S 88°54'04" E a distance of 8.00 feet;

Thence S 00°05'51" W a distance of 10.00 feet, more or less, to a point on the southerly line of Lot 1, U-Stor Federal Subdivision;

Thence S 89°54'00" W, along said southerly line, a distance of 17.58 feet, more or less, to the southwest corner of said Lot 1;

Thence N 01°05'56" E, along the westerly line of said Lot 1, a distance of 224.61 feet;

Thence N 09°12'11" E, departing said westerly line, a distance of 70.92 feet to the POINT OF BEGINNING.

Containing 0.057 acres more or less.

COLORADO REGISTERED
E.J. GRABOWSKI
6/20/13
22097
PROFESSIONAL LAND SURVEYOR

Prepared by EJ Grabowski
For and on behalf of GEOSURV Inc.
520 Stacy Ct. Ste B, Lafayette, CO 80026

File: G:\GEOSURV\2010\10007\Drawings\UTM\U-Stor Temp Easement West.dwg
Printed: Jun 20, 2013 4:50pm by: JTV

LINE	BEARING	DISTANCE
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L2	S 01°05'56" W	90.00'
L3	N 88°54'04" W	7.00'
L4	S 00°05'51" W	194.55'
L5	S 88°54'04" E	8.00'
L6	S 00°05'51" W	10.00'
L7	S 89°54'00" W	17.58'
L8	N 01°05'56" E	224.61'
L9	N 09°12'11" E	70.92'

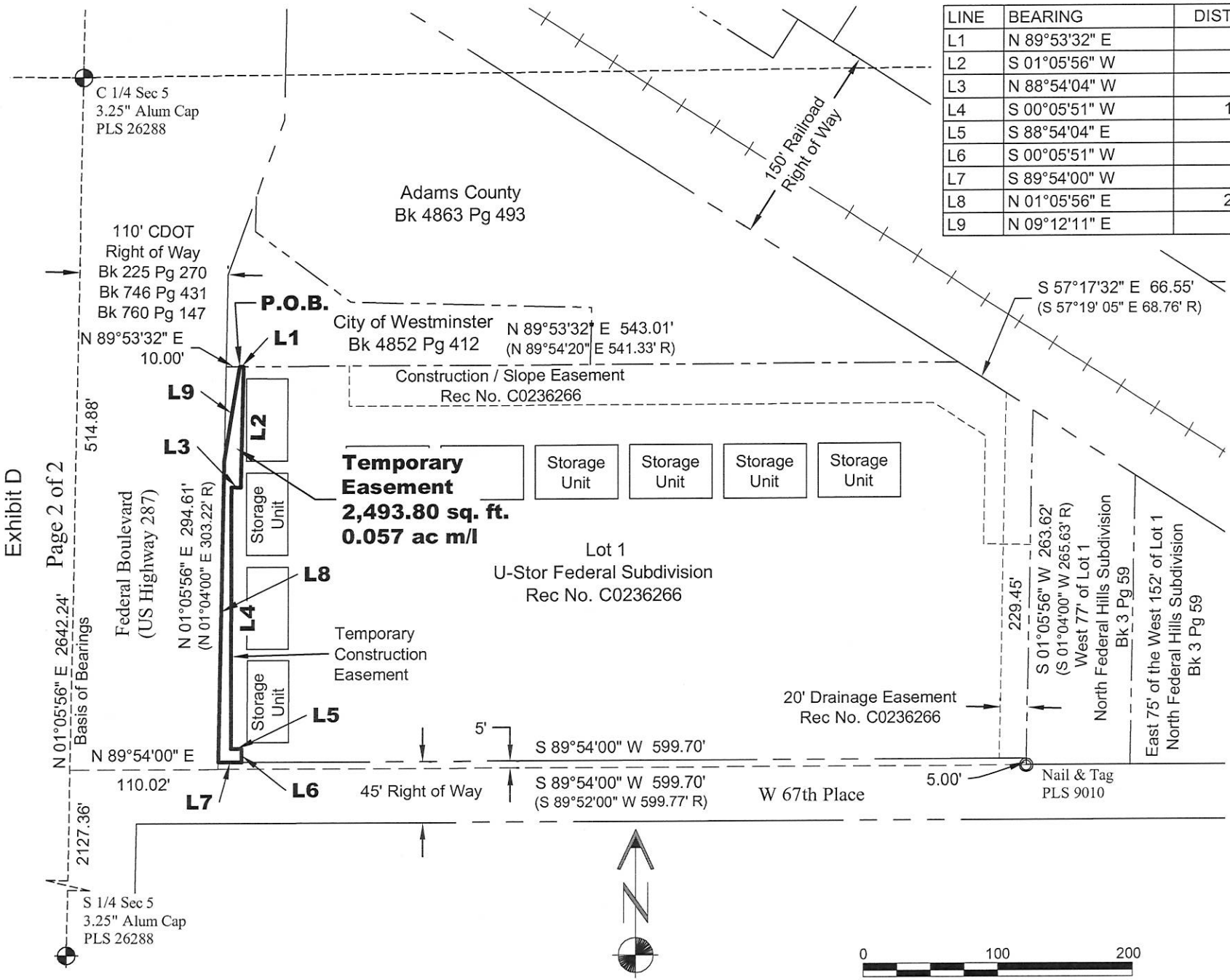

Exhibit D

Page 2 of 2

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Printed: Jun 20, 2013 4:50pm by: JTV

WESTMINSTER

Agenda Item 10 H-I

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Councillor's Bill No. 39 re Amendment to the Adopted 2014 Budget

Prepared By: Steve Smithers, Deputy City Manager
Barbara Opie, Assistant City Manager
Aric Otzelberger, Assistant to the City Manager
Ben Goldstein, Management Analyst

Recommended City Council Action

1. Accept the Human Services Board recommendations and authorize payment for 2014 funding as outlined in Attachment A, which identifies the agencies that the City of Westminster will provide financial support to during FY2014 and the associated dollar amounts.

2. Pass Councillor's Bill No. 39 on first reading amending the FY2014 budgets of the General, General Reserve, General Fund Stabilization Reserve, Utility, Utility Rate Stabilization Reserve, Utility Capital Project Reserve, Stormwater Drainage, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails (POST), General Capital Improvement, Conservation Trust and Property Liability/Workers' Compensation Funds.

Summary Statement

- At the September 16 City Council Study Session, Staff answered questions from City Council about the recommended modifications to the Adopted 2014 Budget and miscellaneous financial issues that Council wished to raise.
- This Agenda Memorandum includes a summary of the items discussed at the budget review meeting and highlights the significant changes to the Adopted 2014 Budget.
- A public meeting on the Adopted 2014 Budget was held on September 9, providing the public an opportunity to receive a financial update and make any requests of Council for the 2014 budget year. A summary of the two requests received during the summer and one request received at the September 9 meeting are included within this agenda memorandum, including City Council direction on each item.

Expenditure Required: 2014 = $185,377,991, plus $46,977,473 in reserves and $1,000,000 in contingency

Source of Funds: General, General Reserve, General Fund Stabilization Reserve, Utility, Utility Rate Stabilization Reserve, Utility Capital Project Reserve, Stormwater Drainage, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Property Liability/Workers Compensation, Sales & Use Tax, POST, Conservation Trust, General Capital Improvement, and Debt Service Funds

Policy Issues

1. Does City Council support the funding recommendations provided by the Human Services Board for financial support to listed agencies during FY2014 as outlined in the attachment?
2. Does City Council support the amendments recommended to the Adopted 2014 Budget as presented?

Alternatives

1. Do not approve the Human Services Board (HSB) funding recommendations as presented and direct Staff to modify the funding amounts. The HSB takes significant time in reviewing applications and interviewing agency representatives to ensure Westminster residents are provided services proposed. City Council reviewed the HSB recommendations at the July 15 Study Session and confirmed them again at the September 16 Study Session. The Adopted 2014 Budget for HSB totals $90,000.
2. Do not pass the attached Councillor's Bill amending the Adopted 2014 Budget. This is not recommended as modifications were necessary in order to balance the Adopted 2014 Budget based on revised revenue and expenditure projections.

Background Information

City Council adopted the 2014 Budget in October 2012. The Adopted 2013 Budget provided the base for the 2014 Budget and overall, no major level of service or other adjustments were proposed or adopted between the 2013 and 2014 budgets. Since that time, Staff has reexamined revenue projections, operating needs and capital project priorities. In addition, Staff conducted a service analysis of some of the City's programs and services per City Council's objective to "Institutionalize the core services process in budgeting and decision making" under the Financially Sustainable City Government Providing Exceptional Services goal. These analyses examined 2014 service demands, evaluated current funding levels and determined if modifications might be needed given the City's limited resources (both financial and staffing) and priorities. This information was presented to City Council at the Post City Council Meeting on June 24, 2013, to provide City Council an opportunity earlier in the mid-year budget review process to provide direction on whether Staff should proceed with additional analysis of any of the proposed level of service changes and/or proposed reallocations of resources. Per the City's service analysis process, Staff returned several items for City Council's further review and final determination as part of the budget review process. Each of these items are highlighted in the appropriate fund sections below, which include an increase in the availability of the reserve "fifth" ambulance (General Fund), street sweeping modifications (Stormwater Fund), and enhanced open space management/strategic open space acquisitions (POST Fund). Each of these items were highlighted during a public meeting at the July 8 City Council meeting and Staff posted these three items on WestyCOnnect on the City's Web site for citizen input, ideas and discussion. Summaries of any feedback received are presented with each item's summary.

In 2013, City Council revisited their Strategic Plan, goals and priorities. Staff utilized the City Council Goals listed below during the review of the Adopted 2014 Budget:

- Strong, Balanced Local Economy
- Safe and Healthy Community
- Financially Sustainable City Government Providing Exceptional Services
- Vibrant Neighborhoods in One Livable Community
- Beautiful and Environmentally Sensitive City

The current economic environment continues to show recovery and positive signs in housing, employment and consumer spending. The local and national housing markets are seeing significant appreciation and a reduction in inventory and distressed properties. New housing starts are once again in process. The pace of new job creation appears steady in Colorado, but remains somewhat slow in other regions of the United States. All of these events and economic indicators point towards a positive impact on consumer confidence, which in turn has an impact on spending patterns. The City has experienced

positive growth in sales and use tax revenues year-to-date in 2013 compared to the same period of time in 2012. Staff is cautiously optimistic that revenues will continue to show positive performance moving forward and can help address increases in the cost of doing business, including salaries, benefits and other priorities.

Citywide, a total increase of 1.0 FTE (in the Utility Fund) was approved in the Adopted 2014 Budget. The 1.0 FTE Utility Technician remains a priority with the amended 2014 Budget. In addition, 0.35 FTE are proposed with the amendment to the Adopted 2014 Budget. Staff proposes to add a 0.1 FTE Secretary in Community Development's Building Division in the General Fund and 0.25 FTE Laboratory Aide for the Water Quality Section of Public Works and Utilities' Utility Planning and Engineering Division in the Utility Fund. These new staff are discussed further below.

MINOR MODIFICATION SINCE THE SEPT 16 CITY COUNCIL BUDGET REVIEW

As noted in the September 16 Staff Report, minor adjustments may be necessary in the final balancing of the proposed amendment to the Adopted 2014. One adjustment was made and is noted below under the General Fund for the Central Charges budget in the miscellaneous studies/projects and the transfer payment to Property Liability Fund.

PROPOSED MODIFICATIONS TO THE ADOPTED 2014 BUDGET

Overall, the total City budget including all funds for 2014 is proposed to be modified from the Adopted total of $175,458,143, plus $43,980,425 in reserves and $1,000,000 in contingency, to $185,377,991, plus $46,977,473 in reserves and $1,000,000 in contingency. The increase is primarily the result of a more aggressive Capital Improvement Program (CIP) in the Water Fund due to important infrastructure improvements moving forward earlier than originally anticipated; additional information may be found in the Utility Fund section of this document.

ALL FUNDS

Adjustments to Wage and Benefits from the Adopted 2014 Budget: The City prepares a general projection of wage and benefits based on anticipated increases for the second year of the biennial budget. As part of the mid-year budget process, a thorough review of current staffing levels and compensation is done prior to recommended amendments to the second year of the budget. This mid-year thorough review allows a more precise recommendation to be made related to compensation and wage based benefits in the amended budget. Recommendations for the budget amendments are based on specific estimates of current and anticipated wages for existing staff. Council will note that some accounts have increased and others decreased based on this revised estimation of expense versus the projection made in 2012 for the 2014 budget year. Additionally, healthcare benefit renewal negotiations and current employee enrollment have led to recommended adjustments in the employee benefit accounts, which are reflected in the proposed amendment and noted within each impacted fund that follows.

Minimum Wage Adjustments: The City is committed to paying Federal and State Minimum Wages with Council authorization to make adjustments as necessary with changes in minimum wage requirements. Staff is anticipating changes in 2014 and has set aside $1,202 to make these adjustments in the General and Golf Funds as appropriate.

Managed Print Services: The proposed amendment to the Adopted 2014 Budget includes account modifications within each department to pay for the managed print program that was started in late 2012. Staff began investigating the possibility of more efficiently managing printers citywide in 2011. Through a series of discussions, meetings and analysis, Staff recommended the centralization of printer management through one contracted provider for reduced costs associated with supplies and maintenance. The managed print services program has resulted in centralized procurement of printer toner, centralized maintenance of printers, and provides managers with analytical tools that allow for better monitoring of usage (e.g., encouraging large print jobs to utilize less expensive cost-per-page multi-functional copiers instead). Funds were previously budgeted for these expenses in a variety of accounts in each department;

through the centralization process and this mid-year amendment, Staff recommends moving the funds into the same object account within each department to further streamline payment and management of costs. (Net change = $0)

GENERAL FUND

Departments prepared their 2013 and 2014 budgets with a 0% increase from their Amended 2012 Budget. In the review of the Adopted 2014 Budget projected General Fund revenues, Staff has identified a number of revenue projections that need to be modified based on 2012 actual and 2013 year-to-date collections. Overall, revenues are projected to reduce by approximately $555,839 from the originally Adopted 2014 Budget projections. Fortunately, very conservative initial salary estimates included in the Adopted 2014 Budget and savings in employee benefits offset the projected reductions in revenues and still permit proposed employee salary adjustments in 2014. The most significant revenue adjustments may be found in the following areas:

- Reduction in the projection for property tax collections (-$250,000)
- Reduction in the projection for energy and telephone business fees and taxes (-$296,297)
- Reduction in the projection for court fees and fines (-$100,000)
- Increase in estimated emergency medical service billings (+$127,600)
- Reduction in the infrastructure fee collections as a result of the delayed implementation of the fee increase (moved from 2012 and 2013 to 2014 and 2015) (-$373,886)
- Increase in the transfer payment from the Sales & Use Tax Fund (+$132,651)
- Appropriation of 2012 carryover funds for one-time operating needs (+$265,000)

Proposed Expenditure Adjustments

All General Fund Departments

- Pay Plan Market Adjustment: City Council authorized a 1% Market Adjustment to the Non-Exempt, Exempt and Administrative Officer Pay Plans in 2013. In addition, new Police Non-Exempt Sworn and Fire Non-Exempt Commissioned Pay Plans were created in 2013. Staff is recommending a 1% market adjustment to the Non-Exempt, including Police and Fire Pay Plans, Exempt and Administrative Pay Plans, as part of the amendment to the Adopted 2014 Budget. Sufficient funds are available for these recommended Pay Plans increases. The recommended increase means that the pay ranges would adjust by 1% in all listed pay plans with all Non-Exempt incumbent employees within those pay plans receiving a 1% market adjustment the first full pay period in 2014. The Exempt and Administrative Officer Pay Plans ranges will increase by 1% and employees will be eligible for salary increases based on merit within their ranges. Staff believes that this adjustment will help keep the City's Pay Plans within market and ensure competitive wages. Based on updated salary projections and employee turnover, projections for the cost of the 1% market adjustment have been revised to $478,544 in 2014 for the General Fund.
- Step and Merit Salary Adjustments: The Adopted 2014 Budget includes step and merit increases for eligible employees. Based on updated salary projections and employee turnover, projections have been revised for step ($314,908) and merit ($229,697) to equal $544,604 for 2014.
- Position Reclassifications: As part of the regular two-year budget development cycle, salary data for the City's benchmark positions is reviewed with aligned positions adjusted with the recommended changes. To ensure the competitive positioning and integrity of the City's pay structure, Department requests are considered during the mid-year budget cycle for a thorough review of specific classifications, primarily non-benchmark positions, to ensure the job is classified appropriately and paid at market. Specific positions were evaluated during the mid-year review and a list of recommendations for reclassifications after a thorough review was included within the staffing section of the September 16 Staff Report's attachments. The net change here excludes the Parks, Recreation & Libraries Department reorganization noted later in this Agenda Memorandum. (Net change = +$57,618).

Central Charges

- Regular Salaries: City Council may recall that the total for market, step, merit and audit/reclassification adjustments are all budgeted within the Central Charges budget for the second

year of the adopted two-year budget; with the mid-year budget amendment, these funds are moved out into the respective departments based on Human Resources' salary projections based on current staff and therefore Central Charges budget has a significant reduction overall. (Net change = -$1,683,999)

- Medical/Dental Insurance Premiums: Staff originally budgeted for an anticipated 6% increase in medical and dental insurance costs in the Adopted 2014 Budget based on continued health care cost pressures. Due to aggressive efforts to reduce claims by the Wellness Program, the creation of the Employee Health Center, marketing of the City's plans and lower claims history, the City's insurance renewals came in at a 4.5% increase in overall premium costs for 2014. Staff recommends this adjustment to both the employer as well as the employee premiums. (Net change = -$90,423)
- Retirement contribution: This expense is projected to be $13,048 less than originally budgeted based on current salary projections and past expenditures in this account. This reduction is not due to any changes to the City's contribution rate to employees' pensions. (Net change = -$13,048)
- Medicare: Due to updated projections and Staff turnover, Staff is recommending a decrease to the City's Medicare budget. The Adopted 2014 Budget included $692,558 for this expense in the General Fund. (Net Change = -$33,558)
- Miscellaneous studies and projects: A total of $148,000 was budgeted in the professional services account in 2014. Additional funds are recommended in 2014 to offset additional costs associated with special projects, hoarder cleanup, potential unionization negotiations support services, and special studies that might arise per City Council and Staff requests. Included in this amount are funds proposed for succession management ($200,000) efforts to be funded from 2012 carryover (as noted in the revenue highlights). As more tenured staff commence their transition to retirement, the City is greatly concerned about the transfer of important operations knowledge. These funds are proposed to be utilized, on a case by case basis where appropriate, to allow for overlap with new staff, contract services as needed or other opportunities that will ease the transition and allow for appropriate transfer of knowledge. UPDATED SINCE SEPTEMBER 16: As part of the final balancing, it was identified that an additional $14,412 was needed to balance the transfer payments between the General Fund and the Property Liability Fund. This additional funding needed was reallocated from this account, thus reducing the net change to this account (per the original September 16 Staff Report, the net change was +$310,000). This modification did not impact the overall budget for Central Charges, the General Fund or the Property Liability Fund. (Net change = +$295,588)
- General Capital Outlay Replacement Fund (GCORF) Funding –
  - Vehicle Replacements: As part of the mid-year budget review process, Staff revisited vehicle needs, specifications and cost estimates. Several adjustments are proposed, resulting in a net budget reduction of $122,000. A majority of this savings is associated with a proposed adjustment to the budget for Police patrol vehicle replacements. The Adopted 2014 Budget included funds for 12 new Ford Interceptors at $39,500 per vehicle, since at the time Staff did not have true experience with the rebuilt Crown Victorias. Since then, the Crown Victorias have proven to be viable and functional as a patrol vehicle replacement. However, Staff still does not have a wealth of experience with the rebuilt Crown Victorias or the new Ford Interceptors (Ford has discontinued the manufacture of Crown Victorias). With this in mind, Staff is proposing to purchase eight Ford Interceptors and rebuild four Crown Victorias as patrol vehicle replacements in 2014. The revised replacement cost for the Ford Interceptors is $36,500 per vehicle and $22,000 for the rebuilt Crown Victoria. Including replacement purchases in 2012 and 2013, the 2014 recommendation will result in 13 "new" and 13 rebuilt patrol vehicles in the Police Department patrol fleet at that end of 2014. The coming year will provide additional experience with rebuilt Crown Victorias and the Ford Interceptors, which will help guide recommendations for 2015/2016. In addition, Staff will examine the patrol vehicle replacement schedule as part of a long-term replacement plan effort. Other proposed vehicle changes include deferring a K-9 replacement vehicle that was originally budgeted for 2014 until 2015, cost increases for a different K-9 vehicle replacement and minor cost estimate adjustments for other vehicles based on updated pricing. (Net change = -$122,000)
  - Citywide Copier/Multifunctional Machine Replacement Program: Included within the Adopted 2013/2014 Budget was the creation of the copier/multifunctional machine replacement program.

As with vehicles and computers purchased out of GCORF, savings on actual purchases would be accumulated in the account and could be used to help "smooth out" capital outlay costs over multiple years versus the current practice of departments addressing these costs/needs individually on an annual basis. Depending on use, reliability, maintenance history and other factors, copiers/multi-functional devices typically need replacement every four to six years. Originally, this program was set as a pilot for City Hall copiers (8 total) only but based on the success during the first year and the desire to avoid costly and difficult to track lease-purchases of these devices, Staff is recommending the expansion of this program in 2014 to be citywide, which includes 42 devices. The General, Fleet and Golf Course Fund copiers (37 total) are proposed to be replaced through GCORF; the Utility Fund copiers (5 total) are proposed to be replaced through the new Water Capital Outlay Replacement and the Wastewater Capital Outlay Replacement Projects created through 2012 carryover in August. Originally two devices were to be replaced in 2014 (two between the City Manager's Office and the City Attorney's Office); however, with the program proposed to expand to citywide, a total of 11 copiers are recommended for replacement in 2014, 9 of which would be funded through GCORF. The additional seven for replacement from GCORF include six associated with PR&L facilities (City Park Recreation Center, City Park Fitness Center, two at the Sports Center, The Heritage and West View Recreation Center) and one for Fleet Maintenance. (Net change = +$67,500)

- Transfer Payment to Property Liability Fund: Risk Management has assumed the responsibility of administering the ongoing activities associated with the monitoring and remediation of the gasoline issues in the vicinity of the Municipal Service Center (MSC). Accordingly, Staff is proposing to move these funds from the operating budget in Public Works and Utilities (Utility Fund) to the Property/Liability Fund, which results in an increase in the transfer payment. These funds cover ongoing testing, material/chemical costs, technical support, maintenance, operation of the system and other miscellaneous charges. The total cost of $55,000 for remediation is proposed to be split between the General and Utility Funds; the General Fund's share totals $33,000. UPDATED SINCE SEPTEMBER 16: As part of the final balancing, it was identified that an additional $14,412 was needed to balance the transfer payments between the General Fund and the Property Liability Fund. This additional funding needed was reallocated to this account from the miscellaneous studies/project account noted previously, thus increasing the net change to this account (per the original September 16 Staff Report, the net change was +$33,000). This modification did not impact the overall budget for Central Charges, the General Fund or the Property Liability Fund. (Net change = +$47,412)

General Services Department

- Expanded Laserfiche Usage and Increased Annual Maintenance Contract Cost: Staff is proposing additional funds in 2014 for the annual maintenance contract cost associated with the expansion of Laserfiche. Laserfiche is used as the City's enterprise content management software and archival software. Laserfiche can increase productivity and reduce errors by automating many of the current paper driven processes used at COW through database integration, systems integration, barcodes, and workflow. As the City continues to digitize documents, the importance of file management has become ever apparent and resulted in a greater reliance on high quality tools like Laserfiche to assist in the management of files for every department. In 2013, Laserfische upgraded the software and significantly changed the maintenance pricing structure, basing it on the number of licenses versus bundled pricing. In addition, the City increased the number of software licenses, the net increase shown represents the new ongoing maintenance costs associated with the Laserfiche software. Funds are also budgeted within the Information Technology Department ($27,810) for part of this annual maintenance contract; Staff anticipates moving the full annual maintenance contract cost to the City Clerk's Office with the 2015/2016 Budget since this program is now managed by the City Clerk's Office. (Net change = +$30,000)
- Increased Maintenance Costs: Additional funds are recommended for the Building Operations & Maintenance budget for an annual car wash maintenance contract ($4,200) for the Municipal Service Center (MSC) and for sand trap maintenance and pumping services contract ($13,400) for the MSC (6 traps), Park Operations (3 traps), all Fire Stations (6 traps), the golf courses (4 traps) and the Public Safety Center (2 traps). Pumping sand traps at regular intervals prevents contents from entering the stormwater system and keeps the City in compliance with Federal, State and local stormwater

regulations. These contracts will help maintain drain systems within these facilities for the long term, keep them in regulatory compliance and reduce staff time and costs associated with reactive emergency clean up response. (Net change = +$17,600)

Fire Department

- Increasing "In-Service" Availability of the Reserve "Fifth" Ambulance: As part of the City's 2014 Service Analysis effort, Staff presented this item to City Council at the Post City Council Meeting on June 24, 2013. City Council directed Staff to continue to explore these modifications and return with more information and a final recommendation as part of the 2014 Budget amendment process.

  A "fifth" medic unit (ambulance) has been put into service for emergency response for over five years as staffing and the overtime budget has allowed, utilizing a reserve ambulance unit when not needed as an actual reserve. Approximately 70% of all emergency calls the Fire Department responds to are EMS-related involving a medic unit. The additional funding proposed would allow the Fire Department to fund approximately 21-28 full shifts of overtime and allow for the needed staffing to operate the fifth medical unit full time, with consistent operation of the fifth medical unit across all three shifts year round. No additional staffing is proposed; rather, Staff is proposing to utilize existing FTE (full-time equivalents) through strategic use of overtime throughout the year. Command staff have discussed this proposal with the firefighters and received positive feedback. The operation of the fifth medical unit has been shown to reduce response times citywide, as well as significantly reducing ambulance response times in the Station 4 response area and is one of the most cost effective means of improving emergency medical services to the community.

  To help gather citizen input related to this proposal, Staff posted this item as a discussion topic on WestyCOnnect on the City's Web site. Per WestyCOnnect statistics as of 9/3/13, 67 people viewed the item, two different "ideas" were posted and a few comments and "ratings" were given to each of the ideas. The two "ideas" given were both supportive of the proposed increase in spending for the fifth medical unit and noted that it would be worth the cost.

  Based on further review and analysis, Staff recommends the addition of $40,000 to the Fire Department overtime budget to allow for the fifth ambulance to be in service throughout the year. (Net change = +$40,000)
- Adobe Connect Training Software Maintenance: Staff began utilizing Adobe Connect in 2013 to improve the training opportunities for Fire staff. This software allows for firefighters to participate in trainings without having to leave their primary response area to gather in a central location. This program also improves the ability of the department to more efficiently train staff on critical items and provides greater flexibility for scheduling the training. Previously, Staff from the various stations would all have to gather in a central location for training, resulting in increased response times, as well as not providing a convenient way to provide the make-up training to crews who would have to leave the training to respond to calls. This software provides the opportunity for live participation via a video portal and content sharing. The maintenance cost for the Adobe Connect software is $7,000 in 2014; this new expense is offset by savings in the telephone and electricity accounts. (Net change = -$1,858)
- Purchase of Two Additional Ambulance Hydraulic Powered Stretchers: In February 2013, the Fire Department applied for a Colorado Department of Public Health and Environment (CDPHE) Provider Grant to replace, enhance and upgrade the Fire Department ambulance hydraulic powered stretchers. Current ambulance stretchers are eight years old and have experienced significant wear and tear performing approximately 35,000 transports during this period. Two replacement hydraulic stretchers were approved in the Adopted 2014 Budget but this grant will allow the replacement of two additional hydraulic stretchers (using the original two as matching funds). The City was awarded the CDPHE Provider Grant and the funds will become available after the first of the year. Since the City has received official word that these grant funds have been awarded, Staff recommends budgeting them directly with the amendment to the Adopted 2014 Budget to help streamline Staff's ability to purchase this important equipment; the increase in State grant revenues is included in this proposed amendment. (Net change = +$28,000)

Community Development Department

- 1.0 FTE Planner II – Temporary Position: A temporary Planner II was approved by City Council via 2012 carryover in August 2013. A total of $24,375 in temporary salaries was approved for 2013 to hire a temporary Planner II to assist with the significant increase in workload, both in volume and complexity, within the Planning Division. A number of important projects are underway and pending in the very near future, including master planning the Westminster Center site, completing the update to the Comprehensive Land Use Plan (CLUP), updating the Westminster transit-oriented development plan for the commuter rail station, etc. This position is proposed to continue through 2014, to be funded by 2012 carryover as reflected in the revenue summary. (Net change = +$65,000)
- Proposed New 0.1 FTE Building Division Secretary/Staffing: Per Human Resources' position audits, Staff is recommending that the current Building Permit Technician position be upgraded to an Application Specialist for Accela Automation (Building Division software) daily operations, support and configuration. This position is already functioning in this capacity and is supporting this important software that has resulted in efficiency improvements for Staff and customer service improvements for citizens and contractors. In addition, after an audit of current work responsibilities, Staff is recommending that the current Building Division Secretary be upgraded to a Building Permit Technician. This position would cover the responsibilities and duties previously held by the Application Specialist. In order to cover necessary administrative support duties, Staff is recommending the reallocation of a vacant 0.4 FTE Building Inspector position to a 0.4 FTE Secretary position. After an analysis of work responsibilities, Staff is recommending an additional 0.1 FTE in 2014 to create a 0.5 FTE Secretary position. Net salary costs for this proposal is $3,806 and $647 for benefits (benefits are included within the Central Charges budget). (Net change = +$3,806)

Parks, Recreation & Libraries

- Department Re-organization: The Department of Parks, Recreation and Libraries (PRL) has invested significant time in the last 15 months surveying, assessing and discussing the needs of residents and non-resident customers with City leaders, citizens, staff, and management. From this thorough review, and with the mid-year budget cycle, recommendations are being made to modify the department structure in order to create efficiencies, generate increased revenue, better utilize leadership and staff, and better align resources to strategic priorities. Overall, this reorganization is intended to streamline and centralize key functions to be more efficient and strategic that had been decentralized previously within the Parks, Recreation and Libraries Department. This is the initial reorganization that primarily focuses on the supervisory level and associated responsibilities; subsequent account changes may occur with the 2015/2016 Budget as Staff refines reporting structures.

  The reorganization primarily affects the PRL Administration and the Recreation Divisions. For the Administration Division, four positions are proposed to be reallocated from existing FTE to this division:

  - A 1.0 FTE Community Outreach Coordinator is proposed to be created by reallocating a vacant 1.0 FTE Custodian from West View Recreation Center; this function has transitioned to contractual custodial services that better meet the needs of the facility. The new position will oversee the marketing and community outreach efforts of the department, working to more strategically brand and promote the City's recreation (all facilities, parks and programming) and library opportunities. This position will oversee grants for programs and operations and strategic alternative revenue development. This position will work with the existing 1.0 FTE Management Assistant that supports the Westminster Legacy Foundation (currently in Administration), 0.6 FTE Recreation Specialist/Marketing (currently in Recreation Programs), and 0.8 FTE Recreation Specialist/Special Events (currently in Recreation Programs) positions that will be reassigned to this division.
  - A 1.0 FTE City Park Superintendent is proposed to be created by reallocating a 1.0 FTE Recreation Supervisor at City Park Recreation and City Park Fitness Centers. This new position will oversee all of the City Park operations – City Park Recreation Center, City Park Fitness Center and City Park grounds (including the Promenade). City Park is the crown jewel of the

City's parks and recreation operations; centralizing management and operations under one position will help facilitate programming and management of the site and better coordinate various events and opportunities at City Park. This position will supervise the two recreation facilities as well as the park foreman, crewleader and crew that maintain the grounds.

- A 1.0 FTE Aquatics Supervisor position is proposed to be created by reallocating vacant FTE from the Golf Course Fund (no financial impact to the Golf Course Fund). This new position will oversee and supervise all of the aquatics programming, including full-time, part-time and hourly lifeguards of all three City pools (City Park, Swim & Fitness, and Countryside). All of the current lifeguard positions will move under the supervision of this position. Centralizing the aquatics program will ensure consistent training curriculum (both for staff and swimming lessons), cross training of staff at the different facilities, and reinforce the importance of the safety role in which the lifeguards serve.
- A 1.0 FTE Senior Management Analyst position is proposed to be created by reallocating a vacant 0.5 FTE Library Specialist and a vacant 0.5 FTE Library Clerk I/II. This position will focus on sustainability through best business management practices and procedures. It will help develop and coordinate the department budget (both operating and capital improvement), coordinate citywide reports (such as the CIP Status Report, workplan, etc.), coordinate the department's performance measurement program, and work on a variety of special projects.

In addition, the Recreation Division will be reorganized with the reclassified position of Recreation Facilities Superintendent. The Facilities Superintendent position will have supervision of West View Recreation Center, The MAC, and Swim and Fitness Center. Standley Lake will be permanently moved to the Recreation Division as a section.

These recommendations as part of the proposed department re-organization are listed within the staffing section of the September 16 Staff Report's attachments. The total cost for this re-organization is $97,626 across the General and Golf Course Funds; the amount shown here reflects only the General Fund. The proposed re-organization is FTE neutral. (Net change = +$80,853)

A summary chart of the net changes made to the General Fund Department budgets follows. These numbers include all salary, benefit and other adjustments.

General Fund Department	Net Change Proposed to Adopted Budget
City Council	$0
City Attorney's Office	+$57,778
City Manager's Office	+$31,822
Central Charges (including transfer payments)	-$1,537,309
General Services	+$111,147
Finance	+$22,961
Police	+$241,317
Fire	+$115,968
Community Development	+$150,870
Public Works & Utilities	+$42,459
Parks, Recreation & Libraries	+$207,148
TOTAL	**-$555,839**

NOTE: The Net Change Proposed to Adopted Budget column will not necessarily match the items described under each department's summary above as a result of impacts of the adjustments discussed in the All Departments section (i.e., adjustments citywide to salaries, etc.).

GENERAL RESERVE FUND

The Adopted 2014 Budget projected a General Reserve Fund of $9,646,218 (as of 12/31/13). However, the current balance is $9,535,384 according to the 2012 audit. Per the Adopted 2013 Budget, an additional $109,291 will be added to the General Reserve from projected interest earnings, which will bring the balance to 10% as anticipated through the Adopted 2013 Budget (as of 12/31/2013). Per City

practice, the City retains 10% of the General Fund budget as the General Reserve Fund target. For 2013, the General Fund, excluding contingency, adopted budget totals $96,461,094; therefore, the 10% target for 2013 is $9,646,109. The current General Reserve Fund balance is 9.9% as of 1/1/2013 of the 2013 General Fund. An additional $204,000 was appropriated in August 2013 through 2012 carryover, added to the 2013 budgeted amount, brought the total General Fund balance to $9,848,675 or 10.2%. In addition, the Adopted 2014 Budget includes appropriating $250,000 from the Sales and Use Tax Fund to the General Reserve Fund. These additions, plus revised interest earnings projections, will bring the General Reserve Fund to $10,163,488, which is 10.3% of the General Fund operating budget (excluding contingency) and retains a healthy reserve. (Net change = +$169,215)

General Reserve Fund	Net Change Proposed to Adopted Budget
General Reserve Fund	+$169,215
TOTAL	**+$169,215**

GENERAL FUND STABILIZATION RESERVE

In recognition of the volatile nature of and our connection to the world economy, preparing for future economic downturns is a high priority. In August 2009, City Council authorized the establishment of a General Fund Stabilization Reserve (GFSR). The GFSR is intended to level out revenue collections, particularly sales and use tax revenues that may fluctuate as a result of the unpredictable nature of the economy. This fund is intended to serve as a stabilizer during periods of reduced revenue collections, allowing City services to continue to be delivered despite downturns in the economy. The target for the GFSR is to fall in a range from 5% to 10% of the total Sales and Use Tax Fund revenue for a given year. During economic downturns, the GFSR may fall below this range, with the anticipation that the GFSR balance will be restored during stronger financial periods.

The Adopted 2014 Budget projected a GFSR of $4,314,061 (as of 12/31/13). The proposed amended 2014 Sales and Use Tax Fund budget of $70,645,869 brings the range for the GFRS to $3,532,293 (5%) to $7,064,587 (10%) benchmarks. An additional $350,000 was appropriated in August 2013 from 2012 carryover into the GFSR. The current balance is $4,027,016 according to the 2012 audit. Per the Adopted 2013 Budget, an additional $250,000 will be added to the GFSR from the Sales & Use Tax Fund plus projected interest earning of $41,555. The combination of 2012 carryover and revised projected interest earnings will bring the GFSR to $4,727,796, which is 6.7% of the total Sales & Use Tax Fund budget for 2014. (Net change = +$370,396)

General Fund Stabilization Reserve	Net Change Proposed to Adopted Budget
General Fund Stabilization Reserve	+$370,396
TOTAL	**+$370,396**

UTILITY FUND

In the review of the Adopted 2014 Budget projected Utility Fund revenues, Staff has identified a number of revenue projections that need to be modified based on 2012 actual and 2013 year-to-date collections. As authorized by City Council in October 2012, the Adopted 2014 Budget and proposed amendment are based on the adopted 4% water and wastewater rate and tap fee increases. Overall, revenues are projected to increase by approximately $8,926,706 from the originally Adopted 2014 Budget projections. The increase is primarily the result of a more aggressive Capital Improvement Program (CIP) in the Water Fund due to important infrastructure improvements moving forward earlier than originally anticipated; additional information may be found in the Utility Fund CIP section. The most significant revenue adjustments may be found in the following areas:

- Increase in water tap fees (+$2,217,000)
- Reduction in wastewater tap fees (-$235,000)
- Increase in the transfer from the water Capital Project Reserve (CPR) (+$7,015,859)

For 2014, water taps are projected to increase approximately $2.2 million (+41%) and wastewater taps are projected to decrease approximately $235,000 (-18%) from the Adopted 2014 Budget. These changes are the result of the adopted tap fee rate increase going into effect in January 2014 as well as an increase in development projects anticipated to commence during 2014. Overall, this results in more tap fee revenues being available to fund infrastructure needs within the Capital Improvement Program (CIP). However, despite these additional tap fees projected for 2014, Staff is recommending a more aggressive CIP to ensure needed infrastructure improvements are addressed to improve citywide issues and as key projects and redevelopment efforts move forward. While the amount of funding from water and wastewater rates continue to increase in addressing capital investments, use of CPR funds is needed to fund the Adopted 2014 CIP budget. In the Adopted 2014, $1,604,000 was budgeted as a transfer from the water CPR to fund the CIP; however, the amount needed from the CPR is $8,619,230 to fund the more aggressive, proposed amendment to the Adopted 2014 CIP.

Staff believes continuing to follow this practice of utilizing the CPR as needed and replenishing the fund per the City Council adopted policy provides for consistent funding of needed capital improvements and continued investment in the R&R of the utility in a timely manner.

All Utility Fund Departments

- Pay Plan Market Adjustment: As noted in the General Fund section, Staff is proposing a 1% market adjustment as part of the amended Adopted 2014 Budget to the five Pay Plans. Based on updated salary projections and employee turnover, projections for the 1% market adjustment have been revised to $89,124 in 2014.
- Step and Merit Salary Adjustments: As noted previously, the Adopted 2014 Budget includes step and merit increases for eligible employees in the Utility Fund. Based on updated salary projections and employee turnover, projections have been revised for step ($57,028) and merit ($63,681) to equal $120,709 in 2014.
- Position Reclassifications: As noted previously, as part of the mid-year budget development cycle, numerous requests are made for specific review of position classifications after all benchmark classifications are reviewed in the even year budget cycle. A list of recommendations for position reclassifications after a thorough review is included within the staffing section of the September 16 Staff Report's attachments. The Information Technology Department is recommending a re-organization to the Information Systems Section after a review of classifications, responsibilities and departmental needs and is highlighted in the IT section below. The net change here includes the Information Technology Department re-organization costs noted later in this Agenda Memorandum. (Net change = +$74,761)

Central Charges

- Regular Salaries: City Council may recall that the total for market, step, merit and audit/reclassification adjustments are all budgeted within the Central Charges budget for the second year of the adopted two-year budget; with the mid-year budget amendment, these funds are moved out into the respective departments based on HR's salary projections based on current staff and therefore Central Charges budget has a significant reduction overall. (Net change = -$322,264)
- Medical/Dental Insurance Premiums: Staff originally budgeted for an anticipated 6% increase in medical and dental insurance costs in the Adopted 2014 Budget based on continued health care cost pressures. Due to aggressive efforts to reduce claims by the Wellness Program, the creation of the Employee Health Center, marketing of the City's plans and lower claims history, the City's insurance renewals came in at a 4.5% increase in overall premium costs in 2014. Staff recommends this adjustment to both the employer as well as the employee premiums. (Net change = -$67,547)
- Retirement contribution: This expense is projected to be $39,557 less than originally budgeted based on current salary projections and past expenditures in this account. This reduction does not result of from any changes to the City's contribution rate to employees' pensions. (Net change = -$39,557)
- Medicare: As stated above, due to updated projections Staff is recommending a $13,505 reduction to the Medicare budget. The Adopted 2014 Budget included $124,505 for this expense in the Utility Fund. (Net Change = -$13,505)

- Transfer Payment to Property Liability Fund: As noted previously, Risk Management has assumed the responsibility of administering the ongoing activities associated with the monitoring and remediation of the gasoline issues in the vicinity of the Municipal Service Center (MSC). The total cost of $55,000 for remediation is proposed to be split between the General and Utility Funds; the Utility Fund's share totals $22,000. (Net change = +$22,000)
- Transfer Payment to the Wastewater Capital Project Reserve (CPR) Fund: With the modifications proposed in the Wastewater section of the Capital Improvement Program budget, the transfer payment from the Wastewater Fund to the CPR of $760,044 is recommended to be eliminated. The CPR functions as a "savings account" where funds are accumulated to be used at various times to fund major projects that would not be funded from a single year's revenue. The CPR is funded by both rates and tap fees and used in concert with current revenues generated by the Utility (i.e., tap fees and rates collected each year). The goal of the annual water/wastewater rate adjustments is to provide steady, predictable increases in water/wastewater costs for the homeowner or business. Per Council direction, Staff works to avoid long periods with no increases and then significant sporadic increases in fees to address funding needs. Tap fees, which also fund capital projects, are diminishing as the City approaches build out and annual water/wastewater rate increases provide needed funds towards repair and replacement (R&R), gradually increasing the amount of funds being provided through rates to eventually fully fund the R&R needs of the utility. In the Adopted 2014 Budget, Staff had projected to replenish the wastewater CPR by approximately $760,000 based on the current policy. However, in light of the additional capital project needs for 2014, Staff recommends utilizing these revenues to fund needed capital improvements, investing in the R&R of the utility. (Net change = -$760,044)

Information Technology

- Department Re-organization: The Information Technology Department is recommending a re-organization to the Information Systems Section after a review of classifications, responsibilities and departmental needs. These classification changes result in exemption changes for 4.0 FTE. From this analysis, Staff is recommending reclassifying 7.0 FTE Exempt System Analyst/Senior System Analyst to 4.0 Non-Exempt Technical Support Specialist/Senior Technical Support Specialist FTEs and 3.0 Exempt Systems Administrator FTEs. Staff believes this structure clarifies FLSA exemption status and better reflects work currently being done and operational needs of the organization by employees. The proposed structure also allows the department to better adapt to future changes in the technology industry. (Net change = +$54,681)
- Non-Exempt Overtime: With the department reorganization, Staff is proposing the reallocation of $6,000 within the Information Technology Department from its computer hardware/software capital outlay account to be available for overtime of 4 FTEs that were reclassified from exempt (not eligible for overtime) to non-exempt (eligible for overtime). The funds will give management the flexibility to meet any unforeseen operational needs under the new staffing model. (Net change = $0)

Public Works and Utilities Department

- Proposed Addition of a 0.25 FTE Laboratory Aide: Staff is proposing the addition of 0.25 FTE to an existing 0.75 FTE Laboratory Aide in the Water Quality group of the Utilities Planning and Engineering Division. This would result in a 1.0 FTE for this position. Staff feels that this additional proposed FTE will improve drinking water quality sampling and technical support for utilities operations. The Lab Aide position is responsible for collecting over 150 potable water samples per month throughout the City of Westminster to comply with state and federal regulations. Due to changes in regulations and increases in mandated compliance testing, the current 0.75 FTE Laboratory Aide position is unable to complete all duties in 30 hours per week. The Laboratory Aide is responsible for the collection of every sample required for Safe Drinking Water Act (SDWA) compliance each month to fulfill the requirements of six individual regulations. Starting in 2014, the City will be required to do sampling for two more SDWA rules. The triennial lead and copper sampling will require a significant amount of Staff time to identify sample sites, deliver bottles, and collect samples. Staff will also need to conduct quarterly sampling for the Unregulated Contaminant Monitoring Rule 3 (UCMR3). This will entail very complex sampling for a long list of very unusual

parameters. Besides sampling and analysis, the Laboratory Aide must also coordinate deliveries of samples to other laboratories when outside analysis is required. This position also supports the utilities crews replacing or installing new pipe in the distribution system by providing a required bacteria test. Additional hours for the Laboratory Aide will improve crews' ability to complete service connections quickly. This proposed additional 0.25 FTE equals $10,228 in salary costs and $1,739 in benefits (benefits are included within the Central Charges budget). (Net change = +$10,228)

- Water and Wastewater Fund Vehicle/Major Equipment Replacements: As part of the FY 2012 carryover appropriation into 2013, City Council authorized the creation of Water and Wastewater Capital Outlay Replacement projects and appropriated $850,000 into these two accounts (Water = $500,000 and Wastewater = $350,000). These accounts will function like the General Capital Outlay Replacement Fund (GCORF) for vehicle, large equipment and copier replacements. Much like GCORF, these new accounts in the Utility Fund will help address the ebbs and flows of equipment replacement costs and allow any savings achieved during the purchase process to be retained within these accounts to help offset future years' expenses. As part of this strategy, Staff is proposing to move funds that were budgeted for vehicle and large equipment purchases from the respective operating accounts in the Utility Fund to the two new capital outlay replacement projects in the Capital Improvement Program (CIP). These amounts were originally $564,000 in the Water Fund and $91,000 in the Wastewater Fund. However, Staff is proposing adjustments to budgeted amounts for the tank trailer, semi-tractor and tandem dump truck based on actual purchase costs or revised purchase estimates. This results in an approximate budget savings of $53,000. These transfers are for the same vehicles/equipment that were approved in the Adopted 2014 Budget and include a tank trailer, a semi-tractor, a tandem dump truck, a one-ton utility truck, a backhoe and a mini-excavator. Staff is rounding the transfer to the Water and Wastewater Capital Outlay Replacement Projects to the nearest thousand per normal CIP budgeting practice; these costs are reflected in the Utility Fund section of the CIP. (Net change associated with movement of expenses = -$602,000)
- Asphalt Patching – Waterline Replacement: Staff is proposing to re-appropriate $92,630 from the waterline replacement materials account to the waterline replacement contractual services for improved asphalt patching. Through a coordinated process between Street Operations and Utilities Operations, Staff is proposing a wider milling of the pavement around waterline projects and a corresponding larger asphalt patch over the area. This new patching approach will support traffic better and allow for an improved ride experience for motorists. Per Staff's workplan and through waterline replacement efforts over the past several years, less water pipe is scheduled for replacement in 2014. This allows for savings to help cover the increased milling and asphalt costs with the revised patching approach. (Net change = $0)
- Municipal Service Center (MSC) Gasoline Recovery System: Risk Management has assumed the responsibility of administering the ongoing activities associated with the monitoring and remediation of the gasoline issues in the vicinity of the MSC. Accordingly, Staff is proposing to move these funds from the operating budget in Public Works and Utilities to the Property/Liability Fund. These funds cover ongoing testing, material/chemical costs, technical support, maintenance, operation of the system and other miscellaneous charges. (Net change = -$55,000)
- Unregulated Contaminant Monitoring Rule 3 (UCMR3): UCMR3 was signed by the Environmental Protection Agency (EPA) Administrator in 2012 and requires public water systems to monitor for 30 contaminants (28 chemicals and 2 viruses). Public water systems serving more than 10,000 people must pay for this monitoring themselves. The City must commence this monitoring in 2014 and then must sample/monitor once every three years after next year. These additional proposed funds would cover outside laboratory services, as the City does not have the equipment in its laboratory to test and recognize many of the 30 contaminants identified by the EPA. The intention of UCMR 3 is to gather data on these contaminants in drinking water and to develop regulatory decisions for these contaminants in the future. (Net change = +$30,000)
- Water Quality Assessment – Big Dry Creek Wastewater Treatment Facility: The Metropolitan Wastewater District has revised its 2014 costs based on 2012 actual use and revised 2013 estimated use. As a result of the recalculations, the District has reduced the amount owed by the City by approximately $89,000 than what was anticipated for 2014. Staff is proposing to utilize those savings

to conduct a formal water quality assessment in advance of Colorado Department of Health and Environment's (CDPHE) discharge permit renewal process in 2015. This assessment would allow the City to conduct robust testing of the discharge from the facility and address any issues that might be discovered before the actual permit process. This assessment would investigate and assess important nutrient and contaminants, including phosphorus. No additional funds are requested, as the savings from the Metropolitan Wastewater District charges for 2014 would cover this assessment. (Net change = $0)

Water and Wastewater Capital Improvement Program (CIP)
Overall, the adopted Water and Wastewater 2014 Capital Improvement Program (CIP) is proposed to increase from $16,807,000 to $27,377,000 (net change = +10,570,000) as a result of available funds and a more aggressive improvement program primarily associated with addressing key infrastructure needs associated with the Little Dry Creek Wastewater Interceptor and Water Pressure Zone 3 Enhancements. These projects have been planned to occur in the next 5-10 year horizon but potential key new developments and redevelopments are moving forward, bringing potential new residential housing earlier than originally anticipated. As such, projects planned on the horizon need to move forward to ensure proper wastewater and water system infrastructure is in place to permit this development/ redevelopment to happen. The additional funds needed are proposed through the Capital Project Reserve as noted previously. The proposed amended CIP is all "pay as you go;" no debt funding is proposed as part of the 2014 program.

The following list summarizes the proposed changes to the Utility Fund CIP for 2014:

- Water and Wastewater Fund Vehicle/Major Equipment Replacements (Water and Wastewater): As described in the Public Works and Utilities operating budget section, Staff is proposing to move funds that were budgeted for vehicle and large equipment purchases from the respective operating accounts in the Utility Fund to the two new capital outlay replacement projects in the CIP. (Net change associated with movement of expenses = +$602,000)
- Data Backup and Recovery System (Water and Wastewater): At the January 28, 2013 City Council meeting, Council authorized Staff to use funds from the 2013 Microsoft Software Replacement project to complete the critical Data Backup and Recovery System project in 2013, one year earlier than scheduled. Staff bundled the storage area network (SAN) replacement with the data backup and recovery system, due to an excellent cost proposal from Dell that centralized storage, reduced administrative overhead, expanded capacity, enhanced performance, redundancy and protection of critical data. As noted in that original Agenda Memorandum, with the mid-year 2014 Budget review, Staff is proposing that funds originally appropriated for this project in 2014 be redirected to the Microsoft Software Replacement project account for upcoming software needs. (Net change = -$40,000)
- Microsoft Software Replacement (Water and Wastewater): Per the description in the Data Backup and Recovery System project, Staff is proposing that funds originally appropriated for that project in 2014 be redirected to the Microsoft Software Replacement project account for upcoming software needs. The project total budget increases from $61,000 to $101,000 in the Utility Fund. A similar request is found in the General Capital Improvement Fund section of this Agenda Memorandum. (Net change = +$40,000)
- Little Dry Creek (LDC) Interceptor Repair – England Park to Lowell Boulevard: Staff is proposing to close this project and reallocate funds to the LDC Interceptor Repair Design Project described below. This project will still need to proceed in future years but for 2014, the funds are recommended to be reallocated for the larger LDC Interceptor Repair Design project that will incorporate seven components of LDC improvements system wide under one design consultant. (Net change = -$1,200,000)
- Little Dry Creek (LDC) Interceptor Repair – 70th Avenue from Sheridan Boulevard to England Park: Staff is proposing to close this project and reallocate funds to the LDC Interceptor Repair Design Project described below. This project will still need to proceed in future years but for 2014, the funds are recommended to be reallocated for the larger LDC Interceptor Repair Design project that will

incorporate seven components of LDC improvements system wide under one design consultant. (Net change = -$700,000)

- Little Dry Creek (LDC) Interceptor Repair Design - NEW: The City completed an extensive survey of the age, condition, and hydraulic capacity of its large-diameter sewer mains in 2011. As part of that effort, several sewer pipeline projects were identified throughout the City and prioritized for repair or replacement. Adopted 2014 projects focused on the sewers in southern part of the City, as this area showed both hydraulic capacity and age/condition issues. City Council originally appropriated funds in 2014 for two LDC interceptor segments, which included England Park to Lowell Boulevard and 70th Avenue from Sheridan Boulevard to England Park. Other priority LDC interceptor project segments identified for "outyears" in the CIP included 64th Avenue to the Pecos Sewer Outfall, England Park at Elk Drive, Wolff Street to Utica Street, 78th Avenue and Xavier Street, and U.S. 36 and 88th Avenue. Work is needed in all of these areas to replace aged piping that is in poor condition and also to improve hydraulic capacity to support existing City customers, City growth, development, and redevelopment. Overall, this work will enhance the safety and reliability of the City's sewer service in the southern third of the City. Staff's proposal to combine all of these LDC interceptor segments into one project for initial design work would improve construction sequencing, accelerate construction, streamline project costs and Staff resources, and improve site safety and security. The proposed budget would fund design, permitting, and land acquisition anticipated for the larger combined project. Staff will prepare cost estimates as the design work commences during 2014 and request additional funds in future years for construction. (Net change = +$2,520,000)
- Payment in Lieu of Use Tax (Wastewater): This item represents a payment from the City's Utility Fund to the City's Sales and Use Tax, public safety tax, and Parks, Open Space and Trails (POST) Funds. Use taxes must be paid on materials used by contractors on projects for all institutions,including governmental, religious and charitable organizations. This payment is calculated based on estimated construction materials used in projects undertaken and managed by the Utility Fund, calculated at the 3.85% use tax rate. This proposed reduction is based on reduced construction activity in 2014 per the proposed shifting of resources from construction projects for the LDC interceptor to the larger LDC interceptor design effort outlined above. (Net change = -$34,000)
- Bradburn Drive Water Main Replacement – Lowell Boulevard to Gregory Hill Tanks - NEW: Staff is proposing to move this waterline replacement project from 2015 to 2014 to be consolidated with another major capital project occurring in this location in 2014 (Lowell Boulevard Water Main Replacement from 84th Avenue to Bradburn Boulevard). Aligning project work in this way streamlines Staff resources and reduces project costs, while also allowing the City to complete work at the site more quickly to minimize impacts to citizens and businesses in the area. (Net change = +$650,000)
- Zuni Water Main Replacement – 84th Avenue to 88th Avenue - NEW: Staff is proposing to move this waterline replacement project from 2015 to 2014 to be consolidated with another major capital project occurring in this location in 2014 (88th Avenue Water Main Replacement – Federal Boulevard to Zuni Street). Aligning project work in this way streamlines Staff resources and reduces project costs, while also allowing the City to complete work at the site more quickly to minimize impacts to citizens and businesses in the area. (Net change = +$900,000)
- Pump Station Equipment – Major Repair and Replacement – North Park Pump Station Improvements - NEW: Staff is proposing to move this pump station project from 2015 to 2014 to be consolidated with another major capital project occurring in this location in 2014 (Wandering View Pump Station Improvements and Major Repair and Replacement efforts). Aligning project work in this way streamlines Staff resources and reduces project costs, while also allowing the City to complete work at the site more quickly to minimize impacts to citizens and businesses in the area. The North Park Pump Station project would include pump replacement, electrical equipment replacement, installation of a standby generator and relocation from its current below ground vault to within the existing Wandering View Pump Station building to enhance access, maintenance, and safety for operations Staff. (Net change = +$900,000)
- Northwest Water Treatment Facility (NWTF) Storage Tank Major Repair and Replacement: Staff is proposing to eliminate funding for this project in 2014 per City Council's appropriation and

acceleration of funds for this project in 2013 through the 2012 carryover appropriation action (critical path/priority project). Moving the funds forward to 2013 will allow for construction to occur before the 2014 high water demand season. (Net Change = -$1,500,000)

- Hydropillar Two Million Gallon Tank Major Repair and Replacement - NEW: Staff is proposing to accelerate this project from 2015 to 2014. Recently completed inspections of the City's water system storage tanks identified the need for several improvements to extend the lives of the tanks and improve reliability within the distribution system. Due to the size and scope of recommended construction activities anticipated for all of the City's tanks, improvements to the tanks require a multi-year effort to spread out project costs and limit the number of tanks that are offline at any given time. The City adopted a prioritized implementation scenario for the timing of the City's tank repairs and rehabilitation of the Hydropillar elevated storage tank is the next step. This project will repair and replace key components on the Hydropillar elevated storage tank, including replacement of roof supports, improvements to tank access "man-ways" and safety features, and recoating of the tank exterior and interior. This project was originally estimated at $1,500,000 for 2015; the cost estimate was revised based on actual Wandering View site tank repair experience in 2013 as well as additional cost to seal wrap the tank while the repair and painting occurs to further minimize the impact on the surrounding neighborhood over the standard protective tenting anticipated in the original project. (Net change = +$2,000,000)
- Gregory Hill Water Tank Major Repair and Replacement - NEW: Staff is proposing to accelerate design of this project from 2015 to 2014, which would allow for construction to commence in 2015 (pending appropriation of funds as part of the 2015 Budget next year). Recently completed inspections of the City's water system storage tanks identified the need for several improvements to extend the lives of the tanks and improve reliability within the distribution system. This project would repair and replace key components on the tanks including replacement of roof supports, improvements to tank overflow piping, access "man-ways" and safety features and recoating of the tank exterior and interior. Moving the design forward one year positions the City to commence construction more quickly in 2015, pending City Council approval of additional funding as originally planned for 2015. (Net change = +$375,000)
- Pressure Zone 3 Expansion - NEW: This project is for the design of a new pump station, new transmission pipelines and a new elevated water storage tank within the water distribution system. The overall intent of this project is to improve significant portions of the distribution system to meet the level of service experienced elsewhere in the system for adequate water pressure and flow. The project will also provide needed operational storage to meet daily demand fluctuations, emergency needs and fire flow. The Pressure Zone 3 Improvements project involves work between Pierce Street and Yates Street (west/east) and 88th Avenue and the Niver Canal (south/north). The location for the new water storage tank will be determined during design, but is anticipated to be close to the eastern border of the City. The improvements will be sized for buildout demands within the City, including anticipated development and redevelopment (including the Westminster Center Urban Reinvestment Project). The improvements relieve water supply and storage requirements from other pressure zones in the City's water distribution system, thereby increasing levels of service, reliability, and redundancy in a relatively larger portion of the City. Pressure Zone 3 improvements have been planned for many years and are a priority to improve service to a large portion of the City and to support development and redevelopment needs into the future. (Net change = +$5,900,000)
- Temporary Engineer/Project Manager - NEW: The Utilities Planning and Engineering Division is currently staffed to support the City's historic priority project load from year to year. However, the proposed Pressure Zone 3 Expansion and LDC Interceptor projects represent significant work load that is in addition to the efforts required to implement the ongoing CIP. To support this additional work load, an additional 1.0 FTE of an engineering position is proposed for an approximate 2-3 year time frame. Staff have reviewed the costs associated with outsourcing a contract engineer through an engineering firm and believe it is more cost effective and in the best interest of the City to proceed with hiring a temporary engineer. Salary and benefits for this position will be offered consistent with the City's current policy's regarding temporary employees. Funding for the proposed temporary position will be supplied from capital improvement funds on a temporary basis only and will not increase standing operating costs to the City. (Net change = +$100,000)

- Payment in Lieu of Use Tax (Water): This item represents a payment from the City's Utility Fund to the City's Sales and Use Tax, public safety tax, and Parks, Open Space and Trails (POST) Funds as discussed previously in this Agenda Memorandum. (Net change = +$57,000)

Below is a summary chart of the net changes made to the Utility Fund budget.

Utility Fund Department (Water/Wastewater)	Net Change Proposed to Adopted Budget
Central Charges (including Transfer Payments)	-$1,183,077
Finance	-$3,223
Public Works & Utilities	-$572,438
Parks, Recreation and Libraries	$0
Information Technology	+$115,444
Water/Wastewater Capital Improvements	+$10,570,000
TOTAL	**+$8,926,706**

NOTE: The Net Change Proposed to Adopted Budget column will not necessarily match the items described under each department's summary above as a result of impacts of the adjustments discussed in the All Departments section (i.e., adjustments citywide to salaries, etc.).

UTILITY RATE STABILIZATION RESERVE FUND

The Rate Stabilization Reserve (RSR) functions to offset revenue risk associated with low water demand years, normalizing revenues without the need to increase rates. The reserve is designed to minimize or mitigate service cuts and/or rate impacts. Impacts to the rate stabilization reserves are determined by the annual performance of rates versus the budgeted rate revenue.

The target level for this reserve is set at 25% of budgeted revenues for the Water Fund and 10% of budgeted revenues for the Wastewater Fund. The RSR has an upper limit of 140% of the target and a lower limit of 70% of the target. In August, City Council appropriated $28,510 in carryover for the RSR for the Wastewater Fund to keep the Wastewater balance within the upper portion of the reserve balance target range and reallocated $342,116 from the Water RSR to the Water CPR to keep the Water balance within the reserve balance target range. The Water RSR balance was $11,154,365 and the Wastewater RSR balance was $1,688,100 per the 2012 audit. The Water RSR balance exceeded the 140% upper limit of $10,812,249 by $342,116 and pursuant to the City Council adopted Utility Fund Fiscal Policy, these funds were reallocated to the CPR through the carryover action in August.

Based on lower than anticipated interest earnings during 2012 and 2013 and reallocating the water RSR funds through the 2012 carryover process, the current combined RSR cash balance is $12,594,043, including 2012 carryover adjustments (as of 9/1/13). Staff projects a revised 2014 year-end balance of the RSR of $12,763,802 that remains in compliance with adopted City reserve policy. (Net change = -$333,592)

Utility Rate Stabilization Reserve Fund	Net Change Proposed to Adopted Budget
Rate Stabilization Reserve	-$333,592
TOTAL	**-$333,592**

UTILITY CAPITAL PROJECT RESERVE FUND

The Capital Project Reserve (CPR) functions as a funding source for new or replacement of assets and emergency funding for repair. Part of the City Council adopted policy builds into the water and wastewater rate structure a component to ultimately cover both ongoing operating and capital costs for the utility so as one time revenues go away (primarily tap fees), an ongoing means to maintain the infrastructure is built into the rates.

Based on the proposed revisions to the Adopted 2014 Utility Fund CIP Budget, Staff is proposing to increase the transfer from the water Capital Project Reserve (CPR) account and eliminate the transfer

from the wastewater fund to the wastewater CPR as originally adopted. A total of $760,044 was originally planned in the Adopted 2014 Budget to be transferred from the wastewater fund to the CPR from rate fees as a "savings deposit" for future capital improvement needs. For the Water CPR expenditure, Staff is proposing an increase from $1,603,371 to $8,619,230 to address proactive water tank, water line and Zone 3 enhancement design work earlier than originally planned.

Through the 2012 carryover, City Council appropriated $4,777,768 to the CPR in the Water Fund plus reallocated $342,116 from the Water RSR. In addition, City Council appropriated $1,135,699 to the CPR in the Wastewater Fund. The Water balance was $19,983,591 and the Wastewater balance was $2,772,259 per the 2012 audit. With the addition of carryover and interest earnings to date, the revised balance of the CPR as of July 31, 2013, totaled $27,648,832.

The original Adopted 2014 Budget projected CPR ending balance for 2014 was projected at $16,531,358. Due to a higher than originally anticipated year-end 2012 balance plus 2012 carryover in 2013, the CPR retains a healthy balance. Despite the proposed overall increase in utilization of CPR funds in 2014, the revised ending balance in 2014 is projected to total $19,322,387 ($15,606,890 in water and $3,715,497 in wastewater). (Net change = +$2,791,029)

Utility Capital Project Reserve Fund	**Net Change Proposed to Adopted Budget**
Capital Project Reserve	+$2,791,029
TOTAL	**+$2,791,029**

STORMWATER DRAINAGE FUND

In the review of the Adopted 2014 Budget projected Stormwater Fund revenues, Staff recommends refining some of the revenue projections based on 2012 actual and 2013 year-to-date collections. Overall, revenues are projected to decrease by approximately $112,000 from the originally Adopted 2014 Budget projections and reductions made in the CIP. Pursuant to the Adopted 2013/2014 Budget, the 2014 revenues for stormwater fee collections do reflect the adopted increase of $1/month commencing in January 2014 (with subsequent increases of $1/month in 2015 and again in 2016, bringing the total from $3/month currently to $6/month in 2016).

Public Works and Utilities Department

- Post-Snowstorm Street Sweeping Modifications: As part of the City's 2014 Service Analysis effort, Staff presented this item to City Council at the Post City Council Meeting on June 24, 2013. City Council directed Staff to continue to explore these modifications and return with more information and a final recommendation as part of the 2014 Budget amendment process.

  Street sweeping costs continue to present the City with budget challenges. In response to increasing budget pressures and in order to ensure necessary resources for other important service demands, the City reduced the frequency of sweeping in 2010 while maintaining a higher level of service than most communities. This resulted in approximately $100,000 in savings without significant service impacts or complaints. In November of 2012, Staff requested bids for sweeping services for 2013 and only received one bid at over twice the amount of funds budgeted for this service. In response, Staff re-bid the contract and achieved better pricing, but still at $33,846 over budget. The City's current street sweeping contract provides for four full rotations citywide, including one in April (spring clean-up), one in July, one in October and one in November (leaf clean-up). This is approximately 4,600 curb miles of sweeping. The contract also includes an estimated 1,600 miles of post storm sweeping, which is performed on all primary and secondary snow routes that receive de-icing applications after every storm (October through March). A breakdown of costs of the City's current street sweeping contract is provided below:

4 Full City Rotations	$137,000
Post Storm Sweeping	$76,000
1 Rotation of CDOT Roadways in City	$2,660
Emergency Call-Out Sweeping	$2,611
Subtotal	*$218,271*
Contingency	$15,575
TOTAL	**$233,845**
BUDGET	**$200,110**
DIFFERENCE	**-$33,845**

The City's street sweeping program is funded by the Stormwater Fund. In order to address budget challenges and balance competing needs for important stormwater projects, Staff is proposing to adjust the street sweeping program, specifically the City's post snowstorm sweeping approach.

The City's post snowstorm sweeping program is primarily driven by federal air quality/emission reduction requirements (PM 10), which are governed by the Regional Air Quality Council (RAQC) and the Denver Regional Council of Governments (DRCOG) through its Regional Transportation Plan (RTP). The genesis of these reductions was in response to the Denver "brown cloud" from the 1980's. Cities in the Denver metropolitan area are mandated to reduce their emissions associated with sanding/deicing by at least 30% of a determined baseline from 1989. The calculations to determine this baseline and each year's reduction take into account the total amount and type of material applied, along with the total number of snowfighting miles driven. If any post-snowstorm sweeping is performed, a "credit" is calculated that reduces the emissions calculation. Sweeping must be performed within four days of a snowstorm and the type of sweeping (mechanical versus vacuum) factors into this calculation.

Staff revisited these calculations and determined that due to efficient material application and effective snowfighting operations, the City can still meet the PM 10 requirement of a 30% reduction from the 1989 baseline without any post-snowstorm sweeping. In a typical year, the City's reduction would equate to 37%. A contingency would still be necessary in the case of a particularly bad winter where some post-snowstorm sweeping would be necessary to offset extra material usage.

Staff is proposing to discontinue post-snowstorm sweeping, which currently costs $76,000. In lieu of the post-snowstorm sweeping, Staff proposes adding one citywide sweeping rotation, which would be performed during an appropriate time in the winter. This one rotation would cost an estimated $34,250 based on the City's current contract. In contrast to the post-snowstorm sweeping that only touches primary and secondary snow routes, this citywide rotation would provide an additional benefit by sweeping all City streets, helping to improve appearance while addressing both the air and stormwater quality requirements. Depending on timing, this winter sweeping could also provide some credit to the City's PM 10 emission reductions percentage. After factoring in the additional sweeping rotation, the City could receive a $41,678 savings from the discontinuation of post-snowstorm sweeping, helping to address budget pressures (i.e., cost avoidance of the street sweeping cost increase, keeping the cost within available funds).

Staff examined other considerations associated with the discontinuation of post snowstorm sweeping. An environmental perception exists that more post snowstorm sweeping is better, however much of this assumption was based on a time when sand was being applied to metropolitan streets. Today, the City of Westminster does not apply sand to streets. Sand produced larger particulates and contributed to the "brown cloud." Today's salt-based de-icing materials do not have the same impact on air quality and the environmental value/impact of sweeping of these products is questionable. Many other communities report 0% post storm sweeping, including Thornton, Arapahoe County, Centennial, Lone Tree, Commerce City, Federal Heights, Lafayette, Louisville and Wheat Ridge. Most others report some post-snowstorm sweeping, but in practice, it is difficult to confirm if sweeping is actually occurring; this includes the Colorado Department of Transportation. Also,

DRCOG's Transportation Improvement Program (TIP) does provide an additional point or two for higher PM 10 emission reductions, but Staff has determined that the potential value of those points does not outweigh the ongoing operating cost savings and higher service level for citywide sweeping that discontinuation of post-snowstorm sweeping could provide.

To help gather citizen input related to this proposal, Staff posted this item as a discussion topic on WestyCOnnect on the City's Web site. Per WestyCOnnect statistics as of 8/29/13, 308 people viewed the item, six different "ideas" were posted and several comments and "ratings" were given to each of the ideas. "Ideas" included comments about the advantages and disadvantages of the proposal, including cost savings, better effectiveness with regular sweeping schedules versus sporadic storm sweeping, preserving flexibility with when sweeping occurs, stormwater impacts, windshield hazards, safety for two-wheeled vehicles and median appearances. Suggestions were offered for sweeping every-other-month, cleaning the medians, moving to a regular maintenance schedule and building in flexibility and discretion with a fifth sweeping. Based on this feedback, Staff recommends proceeding with the discontinuation of post-snowstorm sweeping. Due to the budget overrun of the City's 2013 street sweeping contract and projected inflationary and cost increases next year, Staff is not recommending a net change to the street sweeping budget. The reduction of post-snowstorm sweeping would allow for a service enhancement of another Citywide sweeping rotation while hopefully allowing for a sweeping contract within budget. (Net change = $0)

Stormwater Capital Improvement Program (CIP)

Overall, the adopted Stormwater 2014 Capital Improvement Program (CIP) is proposed to decrease from $2,053,000 to $1,941,000 (net change = -$112,000) as a result of a lower than anticipate interest earnings and slower than anticipated development coming on line. The following projects are proposed to be modified with the mid-year 2014 budget amendment:

- Little Dry Creek Storm Drainage/Detention (Lowell Boulevard to Federal Boulevard): With Westminster Station (FasTracks) and South Westminster transit-oriented development (TOD) on the north side of the Burlington Northern Santa Fe Railroad, this project will greatly enhance the existing Little Dry Creek area with a regional stormwater detention facility. Additionally, various properties that are currently in the flood plain will be removed from the floodplain. The project is funding improvements that will include re-aligning Little Dry Creek to move it away from existing single family residences and constructing a regional detention facility near Federal Boulevard, a regional water quality facility, various grade control structures, and pedestrian bridges across the re-aligned creek, including massive excavation to accommodate the needed detention storage. The original estimated total project cost was $9.1 million; the current estimate is $16.25 million due to substantial cost increases associated with current market adjustments/conditions, three utility bores necessary under Federal Boulevard being significantly more expensive due to soil conditions, two utility lines needed to be relocated that were not originally identified in the original project scope, the Barnum Publishing's environmental remediation costs were higher than anticipated and additional adjustments necessary due to CDOT's reconstruction of the Federal Boulevard bridge over the rail road tracks (extending the headwalls of the box culvert past the existing right-of-way). Adams County and the Urban Drainage and Flood Control District (UDFCD) are partners with the City on this project and will help fund project costs. The City will continue to request project funds from Adams County and UDFCD on an annual basis as the project moves forward. To date, City Council has appropriated $5.23 million for this project. For 2014, Staff is proposing to reallocate funding for this project from the South Westminster TOD Storm Sewer project from $910,000 to $1,302,000. Storm sewer related project costs associated with the South Westminster TOD (north side of the rail road tracks) project have sufficient funds and these moneys are needed for the project located on the southern side of the rail road. This proposed adjustment is due to this project's needs, high-priority status, project timing related to the FasTracks project, and revised stormwater revenue projections and their impact on the project described below. (Net change = +$392,000)
- South Westminster TOD Storm Sewer (North Plaza/Infrastructure): This project addresses stormwater-related needs to meet opening day access and operational requirements for Westminster Station as generally required by the intergovernmental agreement with the Regional Transportation District. As part of the 2014 mid-year budget review, Staff is recommending the reallocation of these

project funds to the LDC Storm Drainage/Detention project. Stormwater-related project costs have been sufficiently covered on the northern side of the rail road tracks associated with this project and the funds are needed to fund improvements needed along the southern side of the rail road as noted in the previous project description. Overall, the project funds are recommended to make improvements in the Westminster Station TOD area as originally authorized; the funds are requested to be reallocated to the work along the southern side of the Station. (Net change = -$500,000)

- Payment in Lieu of Use Tax (Stormwater): This item represents a payment from the City's Stormwater Drainage Fund to the City's Sales and Use Tax, public safety tax, and Parks, Open Space and Trails (POST) Funds as discussed previously in this Agenda Memorandum. This proposed decrease is based on a slight reduction in construction activity in 2014 based on proposed project funding adjustments. (Net change = -$4,000)

Stormwater Drainage Fund	**Net Change Proposed to Adopted Budget**
General Services	$0
Community Development	$0
Public Works & Utilities	$0
Parks, Recreation and Libraries	$0
Stormwater Drainage Capital Improvements	-$112,000
TOTAL	**-$112,000**

FLEET MAINTENANCE FUND

- Re-allocation of Expenses: Staff is proposing to reallocate funds between fuel and several other accounts based on history of actual expenditures. No net change is proposed to the overall Fleet Maintenance Fund budget. Staff is proposing a $41,414 reduction in the fuel account and proposes to reallocate these funds to tires (+$40,000), overtime and temporary salaries (+$8,500), software and diagnostic equipment (+$5,000), uniform program expenses (+$2,000), car wash soap and magnesium chloride remover (+$2,500). The remainder of these increases are offset by an adjustment to salary costs based on revised 2014 projections. Under this proposed reallocation, Staff is confident that the $1,082,036 fuel budget would cover the City's needs for unleaded and diesel fuel based on historical consumption. As in the past, Staff will continue to pursue and execute fuel purchase contracts that "lock" price points in per gallon for certain quantities when doing so has the potential to save the City money over the course of the year. (Net change = $0)

Fleet Maintenance Fund	**Net Change Proposed to Adopted Budget**
Fleet Maintenance Division	$0
TOTAL	**$0**

GENERAL CAPITAL OUTLAY REPLACEMENT FUND (GCORF)

- Vehicle Cost Adjustments: As discussed in the General Fund – Central Charges section, Staff revisited vehicle needs, specifications and cost estimates and several adjustments are proposed, resulting in a net budget reduction of $122,000. (Net change = -$122,000)
- Citywide Copier/Multifunctional Machine Replacement Program: This item was discussed in the General Fund – Central Charges section, and results in a net change of $67,500. (Net change = +$67,500)

General Capital Outlay Replacement Fund	**Net Change Proposed to Adopted Budget**
GCORF	-$54,500
TOTAL	**-$54,500**

GOLF COURSE FUND

Revenues continue to remain steady in 2013 with the variety of creative promotions, incentives and advertising being pursued by Golf Course staff. The significant boost in play between 2011 and 2012 due to a recovering economy and outstanding weather conditions led to a significant improvement in Golf Course revenues in 2012; 2013 remains on par with 2012 revenues. Other proposed expenditure adjustments are as follows:

- Regular Salaries: The total for market, step, merit and audit/reclassification adjustments are all budgeted within the Central Charges budget for the second year of the adopted two-year budget; with the mid-year budget amendment, these funds are moved out into the respective departments based on HR's salary projections based on current staff and therefore Central Charges budget has a reduction overall. (Net change = -$32,214)
- Pay Plan Market Adjustment: As noted previously, Staff is proposing a 1% market pay plan adjustment to the amended Adopted 2014 Budget. Based on updated salary projections and employee turnover, projections for the 1% market adjustment have been revised to $10,428 in 2014. Staff believes that this adjustment will help keep the City's Pay Plan within market and ensure competitive wages.
- Step and Merit Salary Adjustments: The Adopted 2014 Budget includes step and merit increases for eligible employees. Based on updated salary projections and employee turnover, projections have been revised for step ($7,654) and merit ($6,458) to equal $14,112 in 2014.
- Department of Parks, Recreation and Libraries (PR&L) Reorganization: As noted in the General Fund, PR&L has invested significant time in the last 15 months surveying, assessing and discussing the needs of its residents and non-resident customers with staff, city leaders, citizens and management. From this thorough review, and with the mid-year budget cycle, recommendations are being made to modify the department structure in order to create efficiencies, better utilize leadership and staff and better allocate resources. Included within this reorganization is the reallocation of a 1.0 FTE Golfworker position (vacant) to the General Fund for the Aquatics program. These recommendations are part of the proposed department re-organization and are listed within the staffing section of the September 16 Staff Report's attachments. (Net change = -$29,137)
- Medical/Dental Insurance Premiums: Staff originally budgeted for an anticipated 6% increase in medical and dental insurance costs in the Adopted 2014 Budget based on continued health care cost pressures. Due to aggressive efforts to reduce claims by the Wellness Program, the creation of the Employee Health Center, marketing of the City's plans and lower claims history, the City's insurance renewals came in at a 4.5% increase in overall premium costs in 2014. Staff recommends this adjustment to both the employer as well as the employee premiums. (Net change = -$26,027)
- Medicare: Due to updated projections and Staff turnover, Staff is recommending an increase to the Medicare budget to $9,052. The Adopted 2014 Budget included $26,000 for this expense in the Golf Course Fund. (Net change = +$9,052)
- Irrigation Materials: Due to savings projected in the Legacy Ridge Golf Course as a result of the PR&L reorganization and benefit cost savings, Staff is recommending that funds be reallocated for reinvestment in the irrigation system at this 20 year old facility. Staff is investigating solutions for a recent pipe failure that caused damage in the immediate area at the golf course and proposes the use of these funds to address any needed modifications to the system; should the cost be less than the funds available, Staff recommends utilization for temporary staffing needs at the facility and/or other facility improvements. (Net change = +$73,888)
- Capital Improvement Projects: With the proposed amendment to the Adopted 2014 Budget, Staff is recommending the appropriation of $200,000 in carryover funds from 2012 that are proposed to be utilized for capital improvements at both facilities and is described in the General Capital Improvement Fund section of this Agenda Memorandum. (Net change = +$200,000)

Golf Course Fund	Net Change Proposed to Adopted Budget
Legacy Ridge	+$97,760
The Heritage	+$102,240
TOTAL	**+$200,000**

NOTE: The Net Change Proposed to Adopted Budget column will not necessarily match the items described under each department's summary above as a result of impacts of the adjustments discussed in the All Departments section (i.e., adjustments citywide to salaries, etc.).

SALES & USE TAX FUND

As with most other municipalities in Colorado, sales and use tax provides the largest revenue source for the provision of services in the City of Westminster. In 2014, sales and use tax is projected to comprise 64.5% of total General Fund revenues (a slight increase from the adopted level of 63.8%). Over the last several years, multiple factors have put pressure on this revenue source, including increased retail competition, the rise of on-line shopping, instability in the economy and the demise of the Westminster Mall. The City moved to stabilize and diversify sales and use tax revenues in order to provide replacement revenue despite these challenges and has seen positive results from the reinvestment efforts made particularly within urban renewal areas around the City.

Looking forward to 2014, Staff is projecting slightly higher-than-anticipated sales and use tax revenues than included within the Adopted 2014 Budget. Including public safety tax dollars, Staff is proposing a total budgeted revenue figure of $70,645,869. This represents a 0.2% increase from the originally adopted 2014 Sales and Use Tax Fund total of $70,513,218.

As a result of these revenue adjustments, the expenditures budgeted within the Sales & Use Tax Fund are proposed to be amended as follows:

- Transfer to the General Fund: The overall reduction in General Fund revenues for 2014 results in additional funds needed from the Sales and Use Tax Fund for ongoing services provided in the General Fund. The transfer payment is proposed to increase from $64,077,684 to $64,210,335. (Net change = +$132,651)

Sales & Use Tax Fund	Net Change Proposed to Adopted Budget
Sales & Use Tax	+$132,651
TOTAL	**+$132,651**

PARKS, OPEN SPACE & TRAILS FUND (POST)

The overall revenues for the POST Fund are projected to increase by $1,407 as a result of the revised Payment in Lieu of Use Taxes (PILUT) fee the Utility Fund pays for use taxes owed on materials utilized in construction projects. As noted in the Utility Fund, the Water PILUT fees are projected to increase in 2014 as a result of more construction projects proposed to move forward.

Major expenditure modifications proposed for 2014 follow:

Parks, Recreation & Libraries

- Enhanced Open Space Management and More Strategic Open Space Acquisitions: As part of the City's 2014 Service Analysis effort, Staff presented this item to City Council at the Post City Council Meeting on June 24, 2013. City Council directed Staff to continue to explore these modifications and return with more information and a final recommendation as part of the 2014 Budget amendment process.

  To help gather citizen input related to this proposal, Staff posted this item as a discussion topic on WestyCOnnect on the City's Web site. Per WestyCOnnect statistics as of 9/3/13, 277 people viewed the item, three different "ideas" were posted and several comments and "ratings" were given to each of the ideas. "Ideas" included comments supporting the consolidation of the Open Space Board with the Parks and Recreation Board. In addition, some differing views were shared on the value of a sunset for the open space tax with general support for the maintenance of the existing open space land.

City Council authorized funds from 2012 POST Fund carryover in August for the development of a comprehensive open space management plan. Staff will focus initially on the development of this comprehensive management plan that better addresses maintenance needs and return with further recommendations during 2014 in preparation for the 2015/2016 Budget. Additional funds are proposed through the General Capital Improvement Fund in 2014 for Open Space Repair & Maintenance from 2012 POST Fund carryover for interim work in open space while the comprehensive management plan is developed. (Net change = $0)

Parks, Open Space, and Trails (POST) Fund	Net Change Proposed to Adopted Budget
Community Development/Central Charges	+$1,407
Park Services	$0
TOTAL	**+$1,407**

NOTE: The Net Change Proposed to Adopted Budget column will not necessarily match the items described under each department's summary above as a result of impacts of the adjustments discussed in the All Departments section (i.e., adjustments citywide to salaries, etc.).

GENERAL CAPITAL IMPROVEMENT FUND (GCIF)

The total GCIF is proposed to increase by $2,979,000 from $8,449,000 to $11,428,000 as a result of a proposed appropriation of 2012 carryover into the Capital Improvement Program (CIP). Historically, City Council has appropriated carryover into the CIP as part of the overall carryover appropriation action typically during July or August, separate from the regular budget development or budget amendment process in October. As part of Staff's service analysis process and as presented to City Council at the June 24, 2013, Post City Council meeting, Staff will now bring forward critical capital project funding requests for appropriation through the carryover appropriation process during the summer; the remaining funds will be incorporated into the biennial budget development or mid-year budget review process. The proposed amendment reflects this change. This approach allows for a more comprehensive review of CIP needs and a greater level of transparency of available funding, while helping line up City Council priorities in one comprehensive CIP document. It will cause the five-year CIP plan to look larger in the first two years with "actual" carryover built in and lower in the out years with estimated carryover built in as Staff will continue its practice of conservative budgeting. Some carryover, primarily in the Parks section of the CIP, comes from dedicated revenue sources and projects proposed via carryover are prioritized based on restrictions associated with the funding sources to ensure compliance. The proposed CIP is all "pay as you go;" no debt funding is proposed.

The most significant revenue adjustments may be found in the following area:

- Increase in carryover (+$2,917,586)

These revenues are incorporated into the full General Capital Improvement Program as discussed below.

General Capital Improvement (GCIF) Fund	Net Change Proposed to Adopted Budget
Capital Improvements	+$2,979,000
TOTAL	**+$2,979,000**

CONSERVATION TRUST FUND

This fund handles the City's share of State lottery proceeds. The City utilizes these funds for park and recreation facility improvement projects included within the Capital Improvement Program.

The most significant revenue adjustments may be found in the following area:

- Increase in carryover (+$197,536)

Conservation Trust Funds are budgeted and tracked separately pursuant to State regulations; however, for programming purposes only, these funds are presented as part of the full General Capital Improvement Program as discussed below under the Park Improvements section.

Conservation Trust Fund	Net Change Proposed to Adopted Budget
Capital Improvements	+$207,000
TOTAL	**+$207,000**

GENERAL CAPITAL IMPROVEMENT PROGRAM (CIP)

The General Capital Improvement Program includes funding from the General Capital Improvement, Conservation Trust and Golf Course Funds. The total General CIP is proposed to increase by $3,386,000 from $9,099,000 to $12,485,000 as a result of a proposed appropriation of 2012 carryover into the Capital Improvement Program (CIP). A total of $2,514,219 is proposed carryover in the general non-parks CIP and $810,000 is proposed carryover in the parks section of the CIP.

Descriptions of all projects in the Adopted 2014 CIP are included in an attachment to the September 16 Staff Report with proposed modifications noted in that document. Staff's proposed significant changes to the Adopted 2014 General CIP are summarized below.

- Lowell Boulevard (120th Avenue to 124th Avenue): This project will fund the widening of Lowell Boulevard between 120th Avenue and 124th Avenue to a four-lane arterial street with turn lanes and a raised median. The City and County of Broomfield will manage the project, and Westminster will pay approximately 20% of the cost of the work since only a portion of one northbound lane will be within the City's jurisdiction. Staff from both jurisdictions are currently working on finalizing the estimated cost of the entire project. The Adopted 2013-2017 CIP included $1.096 million to be paid in annual increments from 2014-2017. Staff is proposing a $15,000 increase to adopted 2014 funding for this project in order to facilitate right-of-way acquisition from the Metzger Farm property. This would provide $289,000 for this element of the project, which is the City of Westminster's responsibility. Proposed final amounts and timing for project construction funding will be presented as part of the Proposed 2015/2016 Budgets. (Net change = +$15,000)
- Federal Parkway/122nd Avenue Turn Lane - NEW: This proposed project would provide funding to install a southbound left-turn lane on Federal Parkway onto eastbound 122nd Avenue. Funding is requested to provide enough widening of the asphalt roadway to create the left-turn lane; no curb, gutter or other improvements will be provided at this time. Traffic volumes on Federal Parkway have increased to the point where it is common for southbound, left-turning vehicles to have to wait for northbound traffic to clear the intersection before the left turn can be completed. Since Federal Parkway is a two-lane street, all southbound traffic must come to a complete stop for any left-turning vehicle. This creates delays and increases the possibility of rear end collisions at this intersection. With the forthcoming 300-plus unit Longsview apartment complex to the south of 122nd Avenue (scheduled for completion in 2014), traffic volumes will increase in the area. The developer of the Longsview project will share the responsibility and cost of this improvement (estimate for developer portion is $20,000 for asphalt widening to the south of the intersection). (Net change = +$30,000)
- 136th Avenue/144th Avenue Bridge Rail Painting and Repairs - NEW: In 2012, City Council appropriated funds into a project account to repaint and repair the railings on the bridges at 136th Avenue and 144th Avenue. To date, there has been $289,911 appropriated into this account, most of which are Westminster Economic Development Authority (WEDA) funds from this urban renewal area. This is a 50-50 cost sharing project with the City of Thornton. Staff received only one bid that was $200,000 above the project budget of $366,000 (total from both cities) during a recent solicitation process for the repainting of just the 144th Avenue bridge railing, which was rejected. Staff is working with Thornton to re-bid the project at a more attractive/competitive time next year and is also investigating a different type of painting system that may be less expensive, but still very durable. Staff is proposing to add $142,000 to this project in 2014, which would facilitate the ability to bid both the 136th Avenue and 144th Avenue bridges' railing projects together. Combining these

two project into one bid may result in a more competitive bid and would allow for completion of both projects in 2014. (Net change = +$142,000)

- City Facilities Parking Lot Maintenance Program – Public Safety Center Secured Parking Lot: This ongoing project funds annual contractual crackseal, resurfacing, sealcoating and concrete replacement as required at 98 municipal sites. City Council appropriated funds in 2013 ($115,000) and 2014 ($120,000) to rehabilitate the secured parking lot at the Public Safety Center. Pavement at this site is showing distress with groundwater surfacing through cracks. Following a geotechnical investigation in April of 2013, Staff has discovered that in addition to reconstructing the asphalt pavement, an under drain system will need to be installed. This should eliminate groundwater from infiltrating the parking surface. Staff is proposing an additional $123,000 in 2014 for this project in order to install the under drain system to effectively mitigate the shallow water table challenges at the site. This would bring the total budget for the project to $358,000. Seeing this project is associated solely with the Public Safety Center, Staff is proposing to move this project to the Public Safety Capital Improvements section. (Net change = +$123,000)
- Data Backup and Recovery System (General Capital Improvements and Public Safety Capital Improvements): At the January 28, 2013 City Council meeting, Council authorized Staff to use funds from the 2013 Microsoft Software Replacement project to complete the critical Data Backup and Recovery System project in 2013, one year earlier than scheduled. Staff is proposing that funds originally appropriated for this project in 2014 be reallocated to the Microsoft Software Replacement project account for upcoming software needs. (Net change = -$60,000)
- City Council Chambers and Boardroom Renovation/Upgrades: This project will renovate the City Council Chambers and Boardroom. The project includes renovation of interior spaces that may include flooring, furnishings, finishes, security and enhanced multimedia equipment and function. These rooms have not had major updates since City Hall opened in 1988. City Council appropriated $25,000 to this project as part of the Adopted 2013 Budget and $75,000 in the Adopted 2014 Budget to start accumulating needed funds to complete this project. Due to available 2012 carryover funds, Staff is proposing an amended budget of $370,000 for this project in 2014, which should fund a majority of the project and allow work to commence in 2014. (Net change = +$295,000)
- Westminster Station Parking Expansion (4th Story): Westminster Station commuter rail station will go into service in 2016. The City is obligated to provide parking for 350 rail-user vehicles on opening day and plans to do so by constructing a three-story parking structure. City Council has appropriated $473,000 to date to add a fourth story to the parking structure, which will provide an additional 130 parking spaces to address both expected commuter needs and the prospective demand by transit-oriented development in the area. Staff is proposing to move the originally proposed 2015 funds ($397,000) for this project forward to 2014 utilizing 2012 carryover (proposed amended 2014 project total = $770,000). This additional funding will help expedite pursuit of this fourth story. (Net change = +$397,000)
- Westminster Station Infrastructure – North Side: This project involves planning, design, property acquisition, and street and utility infrastructure needed to meet desirable opening day access and operational requirements for Westminster Station as generally required by the intergovernmental agreement with the Regional Transportation District (RTD). City Council appropriated $2.6 million in funding in 2013 and 2014 to allow for permanent circulation to be constructed, minimizing construction of temporary facilities, and includes acquisition of additional properties and the design and construction of access to the Station via 69th Avenue by the end of 2015. It also makes possible the assemblage of various parcels into blocks that would be ready for development, an aspect lacking in the current "basic" first phase. Staff is proposing an additional $56,000 in 2014 from 2012 Adams County Road Tax carryover to help address costs associated with the roadway-related elements of this project. (Net change = +$56,000)
- North Westminster Station Plaza – Full Buildout - NEW: This project will start setting funds aside to fund the infrastructure costs associated with "full buildout" of the proposed City "betterment" design for Westminster Station. RTD is funding basic elements associated with the station plaza and additional resources will be necessary to realize the complete project. These funds will be utilized to complete the full project, including construction of the improved plaza area itself and other phased improvements that will complement the north side infrastructure improvements for opening day.

These funds were originally included in the Adopted 2013/2014 Budget Five-Year CIP for 2016 ($540,000) and 2017 ($300,000); Staff proposes to move these funds forward to 2014 utilizing 2012 carryover. (Net Change = +$840,000)

- Westminster Station Platform (Phase I) and South Plaza: The City's "betterment" request to RTD would allow for a pedestrian tunnel for the station to be accessible from the south side of the commuter rail tracks at Westminster Station. The current RTD platform includes a pedestrian underpass that is completely enclosed on the south end, requiring pedestrians to utilize enclosed stairwells or ramps to access the platform above. The proposed betterment will allow for the pedestrian underpass to daylight into the Little Dry Creek drainage area and park (i.e., open to the south with no enclosed areas). This would allow patrons to enjoy the 35-acre Little Dry Creek drainage area and park and allow direct access for Adams County residents and to users of the regional pedestrian/bicycle trail. Total project cost is estimated at $1,750,000. City Council appropriated $975,000 to this project as part of the Adopted 2013/2014 Budgets ($400,000 in 2013 and $575,000 in 2014). Staff is proposing to appropriate an additional $427,000 to this project from 2012 carryover moving up funds originally proposed in 2015 (a total of $775,000 was originally proposed for 2015). Additional funds in future years will still be needed to complete this project and will be considered with the development of the 2015/2016 Budget. (Net change = +$427,000)
- Westminster Station Platform – Full Buildout (Phase II): This project will help fund the infrastructure costs associated with "full buildout" of the proposed City "betterment" design for Westminster Station. RTD is funding basic elements associated with the station platform and additional resources will be necessary to realize the complete project. These funds will be utilized to complete the full project, complimenting the Phase I work described above. Staff is proposing to appropriate an additional $200,000 to this project from 2012 carryover; these funds were originally proposed in 2015. (Net change = +$200,000)
- Laserfiche Upgrades/Additional Licenses - NEW: This proposed new ongoing project would allow for the annual phased addition of software licenses for seamless integration of electronic records to assist with development of workflows to enhance access, operational uses and efficiency. (Net change = +$54,000)
- Bowles House Soffit and Gutter Replacement - NEW: Staff is proposing a new project to replace the aging soffits and gutters at the Bowles House historic structure, which also hosts the Westminster Historical Society's museum and displays. Due to the advanced age of the building and current condition of the soffits and gutters, replacement is recommended in 2014. Recent rain events have underscored the importance of pursuing this project in a timely fashion. (Net change = +$46,000)
- Photovoltaic Solar Panel System - NEW: In 2009, the City entered into a power purchase agreement with Main Street Power for the installation of photovoltaic solar panels on four facilities (City Park Recreation Center, Westview Recreation Center, the Public Safety Center and the Municipal Service Center). Pursuant to this agreement, the City set aside the first six years of energy purchase funds as a guarantee to Main Street Power and their financers that they would receive the income stream from the City's energy payments ($110,000). At the conclusion of the six-year period, should the City decide to exercise the option to purchase the system, these funds could be utilized towards that purchase. Per Main Street Power, Staff currently estimates that the purchase of the system would amount to approximately $700,000. In the 2013 City Facility Energy Improvements project, $150,000 was earmarked for the solar panel system acquisition. Staff is recommending to set an additional $243,000 aside in 2014. Additional funds would be necessary in future years if this purchase is pursued. (Net change = +$243,000)
- Citywide Radio System Replacement: In 2011, a capital improvement project was established to start setting funds aside to replace the City's aging radio system with a P25 Digital Interoperable Simulcast Radio System. This project will update the radio technology and will allow for enhanced safety for the community, interoperability with surrounding agencies, and improved coverage and reliability. In January 2013, Council authorized Staff to pursue the purchase and installation of the Cassidian P25 digital inoperable simulcast radio system and related subscriber equipment to support the Citywide Radio System Replacement Project in the amount of $2,383,975. On August 26, 2013, City Council authorized $1,273,283 for the purchase of portable radios, mobile radios and related equipment. Proactive project management and effective negotiations have allowed this project to move faster

than originally anticipated, and the City Council actions completed the funding needs for this project. The appropriated 2014 funds are no longer necessary and are proposed to be reallocated to other projects, including the Public Safety Center Parking Lot project. (Net change = -$294,000)

- Golf Course Improvements: This ongoing project provides funds for improvements that will upgrade, update and/or renovate existing facilities at The Heritage Golf Course at Westmoor and Legacy Ridge Golf Course. As a result of 2012 Golf Course Fund carryover availability and based on priority project needs, Staff is proposing that this account increase from $100,000 to $300,000 in 2014. In 2014, projects anticipated include installation of permanent sealant for The Heritage shop floor, replacement of table tops in the banquet room at The Heritage, replacement of cast iron water main lines under all bridge crossings at Legacy Ridge, replacement of patio furniture at Legacy Ridge, a new security gate at The Heritage, new pumps and motors at The Heritage and other miscellaneous replacements/improvements. This project also provides funding for replacement needs of the restaurants at both courses. (Net change = +$200,000)
- Recreation Facilities Improvements: This project provides ongoing funding for the City's recreation facilities for projects that will upgrade, update and/or renovate existing facilities and equipment. Funds cover projects at City Park Recreation Center, City Park Fitness Center, The MAC, Swim and Fitness Center, West View Recreation Center, and Countryside Pool and Facility. As a result of 2012 carryover availability and based on priority project needs, Staff is proposing that this account increase from $240,000 to $325,000 in 2014. Planned improvements include locker room improvements, pool equipment replacement, weight and cardio equipment replacement, stereo and security system replacements, replacement of table and chairs, classroom and program area enhancements. Funds will also be leveraged with Recreation Facilities Major Maintenance funds (Building Operations and Maintenance) for painting and flooring improvements. (Net change = +$85,000)
- Recreation Facilities Major Maintenance (BO&M): This ongoing project provides funding for major facility maintenance for the City's Recreation Facilities based on the Facility Structural Assessment Study. As a result of 2012 carryover availability and based on priority project needs, Staff is proposing that this account increase from $806,000 to $986,000 in 2014. Examples of 2014 projects include exterior stucco work at Swim and Fitness Center, boiler replacement at Swim and Fitness Center, fire sprinkler head replacement at City Park Recreation Center, exterior work on the Legacy Ridge Golf Course Clubhouse and hot water heater replacement at The MAC. (Net change = +$180,000)
- Westminster Sports Center: This project funds facility maintenance activities that will upgrade and/or renovate existing facilities and equipment and complete major facility maintenance associated with the Westminster Sports Center. As a result of 2012 carryover availability and based on priority project needs, Staff is proposing that this account increase from $20,000 to $75,000 in 2014. This will allow Staff to address several maintenance items while also allowing funds to start accumulating for the replacement of indoor turf for the large field at the facility. This would occur in a future year (likely 2017) and will require additional funds. (Net change = +$55,000)
- Public Art Maintenance and Historic Preservation - NEW: As a result of 2012 carryover availability and based on priority project needs, Staff is proposing the creation of this project to provide for an ongoing preservation, repair, and maintenance program for art and historic sites owned by the City. Funds would address art preservation and repairs, along with historic site facility maintenance activities that would upgrade and/or renovate existing facilities and equipment. This project would support over 100 individual works of art, along with historic sites including the Semper Farm/Allison Property, Bowles House, Savory and Shoenberg Farms. In 2014, proposed projects include repairs to the circle drive art wall at City Park Recreation Center and inventory of the condition of all public art owned by the City. (Net change = +$45,000)
- Libraries Repair and Maintenance - NEW: As a result of 2012 carryover availability and based on priority project needs, Staff is proposing to establish this project to provide an ongoing repair and maintenance program for the city owned College Hill and Irving Street Libraries. Funds would address facility maintenance activities to upgrade and/or renovate existing facilities and equipment. In 2014, proposed projects may include restroom countertop replacement, painting in the lower section at College Hill Library, signage for the northeast entrance to the College Hill Library and

replacement of the hot water heater circulation pumps at the Irving Street Library. (Net change = +$40,000)

- Open Space Repair and Maintenance - NEW: As a result of 2012 carryover availability and based on priority project needs, Staff is proposing to establish this project to provide for an ongoing repair and maintenance program for the City's open space properties pursuant to the service analysis discussion with City Council in June. To date, a majority of funding for the open space program has been primarily dedicated to land acquisitions. As the City reaches its open space preservation goal, Staff is proposing a shift in resource allocation to reflect a proactive repair and maintenance program. This is in response to City Council direction following several discussions, including the Strategic Planning process and the recent service analysis effort. In 2014, Staff will prepare an Open Space Master Plan (separately funded via 2012 carryover in August) and improve on maintenance activities in open space areas including fencing and trail connections. (Net change = +$225,000)
- Park Operations Facilities Repair and Maintenance - NEW: As a result of 2012 carryover availability and based on priority project needs, Staff is proposing to establish this project to provide an ongoing repair and maintenance program for Park Operations Facilities. Funds will address facility maintenance activities that will upgrade and/or renovate existing facilities and equipment. Facilities that would be supported through this project include the Greenhouse, the Open Space and Forestry Operations facility at the Braugh Property, the Park Operations Center, and the Lift Station and Pumphouse at City Park. Proposed projects in 2014 include replacement of the boiler and exhaust fan at the Braugh Property. (Net change = +$30,000)

General Capital Improvement Program	Net Change Proposed to Adopted Budget
Streets & Traffic Improvements	+$187,000
Other Capital Improvements	+$2,440,000
Public Safety Capital Improvements	-$51,000
Park Improvements	+$810,000
TOTAL	**+$3,386,000**

PROPERTY LIABILITY/WORKERS' COMPENSATION FUND

This fund manages property and liability and workers' compensation programs to minimize liabilities, insure City property and protect employees who are injured on the job. The fund is projected to increase by $55,000 from transfer payments from the General, Water and Wastewater Funds due to the transfer of the gasoline recovery system management from the Public Works and Utilities Department to the Risk Management Division within General Services.

- Municipal Service Center (MSC) Gasoline Recovery System: Staff is proposing to increase the Property Liability budget by $55,000 for contractual services associated with the monitoring and remediation of the gasoline issues in the vicinity of the MSC. The contract for services had previously been managed by the Utility Operations Division in the Wastewater Fund and thus the funding was in their budget. Based on the ongoing nature of this case, oversight and management were transitioned to Risk Management. Staff is required by the Colorado Department of Oil and Public Safety (OPS) to continue to monitor the plume and mitigate its impact. These funds cover ongoing testing, material/chemical costs, technical support, maintenance, operation of the system and other miscellaneous charges. (Net change = +$55,000)

Property Liability/Workers Compensation Fund	Net Change Proposed to Adopted Budget
Property Liability	+$55,000
Workers Compensation	$0
TOTAL	**+$55,000**

SUMMARY OF MODIFICATIONS
The following table summarizes the proposed net changes to each of the funds.

Fund	Adopted 2014 Budget	Revised 2014 Budget	Net Change
General	$100,430,674	$99,874,835	-$555,839
General Reserve	$9,994,273	$10,163,488	+$169,215
GF Stabilization Reserve	$4,357,400	$4,727,796	+$370,396
Utility (water/wastewater)	$56,428,785	$65,355,491	+$8,926,706
Utility Rate Stabilization Reserve	$13,097,394	$12,763,802	-$333,592
Utility Capital Project Reserve	$16,531,358	$19,322,387	+$2,791,029
Stormwater Drainage	$2,848,000	$2,736,000	-$112,000
Fleet Maintenance	$2,536,530	$2,536,530	$0
General Capital Outlay Replacement	$2,353,451	$2,298,951	-$54,500
Golf Course	$3,598,479	$3,798,479	+$200,000
Sales & Use Tax	$70,513,218	$70,645,869	+$132,651
Parks, Open Space, and Trails (POST)	$5,270,637	$5,272,044	+$1,407
General Capital Improvement	$8,449,000	$11,428,000	+$2,979,000
Conservation Trust	$650,000	$857,000	+$207,000
Property Liability/Workers' Compensation	$2,200,192	$2,255,192	+$55,000
Debt Service	$7,595,264	$7,595,264	$0

HUMAN SERVICES BOARD RECOMMENDATIONS REVIEW

At the July 15 Study Session, City Council reviewed and concurred with the Human Service Board's (HSB) agency funding recommendations for 2014. The total funding level for HSB agencies per the Adopted 2014 Budget is $90,000; this represents an increase of $10,000 from the 2013 funding level. The list of HSB funding recommended for 2014 is attached to this Agenda Memorandum.

CITIZEN REQUESTS REVIEW

Public meetings regarding the 2013 and 2014 Budget were held on June 11 and July 23, 2012. A public hearing on the 2013 and 2014 Budget was held on September 10, 2012. In addition, a public meeting was held July 8, 2013, that focused on potential service adjustments for the Adopted 2014 Budget and to solicit citizen comments and suggestions. The three potential service adjustment areas were also posted on WestyCOnnect, the City's social media site where residents can share ideas with the City, to gather input. An additional public meeting was held on the Adopted 2014 Budget on September 9 where Staff presented a brief update on the City's finances and an overview of the Adopted 2014 Budget. A summary of the requests made follow, as well as City Council's direction on each item.

1) Jefferson County Economic Development Corporation (Jeffco EDC) Forward Jeffco Initiative Request: This item was discussed at Study Session with City Council on August 5, 2013. The following summary is provided for background purposes. On March 4, 2013, representatives from Jeffco EDC presented their "Forward Jeffco Initiative" to City Council and requested financial support in the amount of $25,000 per year for five years.

   Currently, the City provides $5,000 per year to Jeffco EDC; Jeffco EDC's annual membership request for 2012 was $8,700 and 2013 was $8,800. The City provides the same amount ($5,000) to Adams County Economic Development (ACED) Corporation. ACED's membership request for 2012 was $21,000; however, in 2013, ACED invoiced only the $5,000 the City has paid the last few years. Several years ago, City Council determined that the funding levels for both county economic development entities should be equal and have funded it as such. In addition, the City also budgets funds to support the Metro North Chamber of Commerce ($3,000) and the Metro Denver Economic Development Corporation ($2,500), along with other economic development organizations and

networking groups. Funds are also budgeted to fund support activities for these regional economic development organizations.

At the August 5 Study Session, City Council directed Staff to maintain Jeffco EDC's funding level at $5,000 and maintain a level of equity with other economic development organizations. City Council expressed interest in waiting to see what results the Forward Jeffco initiative produces before considering additional contributions in the future. Accordingly, no additional dollars are programmed for Jeffco EDC in the Proposed Amended 2014 Budget.

2) Widening of 112th Avenue Between Westminster Boulevard and Wadsworth Boulevard: On April 30, 2013, Staff received an email from Westminster resident Tracy Bond (11545 Marshall Court) requesting that the City plan for and widen 112th Avenue between Westminster Boulevard and Wadsworth Boulevard. Mr. Bond referenced increasing traffic and congestion in the area, the current U.S. 36 Managed Lanes project and the recent addition of the school on the north side of 112th Avenue (located in the City and County of Broomfield) as reasons to pursue widening of the roadway. Mr. Bond also referenced a desire for improved drainage/storm sewer facilities with 112th Avenue.

   Staff is aware of the eventual need to widen this segment of 112th Avenue. Improvements would include roadway widening, curb and gutter installation, associated storm sewer facility improvements, and modifications to the existing railroad crossing. 112th Avenue serves as a boundary between the City of Westminster and the City and County of Broomfield, so this project would need to be a joint project between the two jurisdictions. There are no funds specifically identified in the City's Adopted 2014 Budget or the Adopted 2013-2017 Capital Improvement Program (CIP), however, development opportunities could arise in the short term and expedite this project. The developer of the office park south of 112th Avenue is responsible for improvements to the south side of the roadway. Staff also understands that the City and County of Broomfield is currently reviewing a development plan in the area north of 112th Avenue. Most likely, Broomfield would require that developer to implement roadway improvements as well. Pending the outcome and timing of potential developments in the area, Staff recommends evaluating this project as part of the City's 2015/2016 Budget development process and as such, no funds have been provided for within the proposed amendment for this project. City Council concurred with Staff's recommendation.

3) Installation of a Waste Receptacle and Dog Waste Station along Big Dry Creek trail between City Park and the area adjacent to Stratford Lakes subdivision: At the September 9 City Council meeting, Ben Beaty (4500 W. 110th Circle) made a formal request to place a waste receptacle and a dog waste station along the Big Dry Creek trail between City Park and the area adjacent to the Stratford Lakes subdivision. Mr. Beaty and his family participate in the City's Adopt-A-Trail program for this stretch of the Big Dry Creek Trail.

   Staff recommends placing a waste receptacle along this stretch of the trail in an area that provides easy access for service and does not require vehicles to drive on the trail. Per policy, the City places trash cans at trail heads, parking lots or places where there is good access. The City has a trash receptacle that was recently removed from a park following a renovation project, so no capital outlay expenditures are required. "Soft" dollar costs will be associated with servicing the waste receptacle but provided easy access is maintained, this cost should be negligible. Staff will also explore the possibility of adding a dog waste station somewhere along that stretch of trail with Poo Free Parks, but per policy, this station would need to be located in an area that provides easy access and does not require staff from Poo Free Parks to drive on the City's trail. City Council concurred with Staff's recommendation.

Reviewing and amending the Adopted 2014 Budget supports all five of the City's Strategic Plan Goals: Strong, Balanced Local Economy; Safe and Healthy Community; Financially Sustainable City Government Providing Exceptional Services; Vibrant Neighborhoods in One Livable Community; and Beautiful and Environmentally Sensitive City.

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

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Infrastructure Fee	1000.41240.0000	$2,171,886	($373,886)	$1,798,000
Franchise Fees Public Service	1000.41180.0040	3,303,780	(364,648)	2,939,132
Prop Tax ADCO	1000.40035.0010	2,500,000	(150,000)	2,350,000
Prop Tax JEFFCO	1000.40035.0020	1,910,000	(100,000)	1,810,000
Fines Traffic	1000.42030.0000	2,100,000	(100,000)	2,000,000
Interest Earnings Pooled	1000.42510.0000	125,000	(70,000)	55,000
Cigarette	1000.40340.0000	273,000	(28,000)	245,000
Fines College Hill	1000.42120.0034	166,000	(16,000)	150,000
Rentals Athletic Fields	1000.40900.0527	65,000	(15,000)	50,000
Road & Bridge JEFFCO	1000.40400.0020	359,907	(14,907)	345,000
Rental Inspection/License Fee	1000.41265.0000	160,000	(10,000)	150,000
TRF Water	1000.45000.0200	1,711,664	1	1,711,665
Franchise Fees Comcast Cable	1000.41180.0052	1,186,164	8,350	1,194,514
State Grants	1000.40620.0000	35,000	28,000	63,000
Bus Tax Qwest	1000.40040.0050	95,000	60,000	155,000
Adult Activities	1000.41030.0503	1,301,000	65,000	1,366,000
EMS Service Fee	1000.41220.0000	2,022,400	127,600	2,150,000
TRF Sales & Use Tax	1000.45000.0530	64,077,684	132,651	64,210,335
Carryover	1000.40020.0000	-	265,000	265,000
Total Change in Revenue			($555,839)	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
City Attorney				
Supplies	10003120.70200.0000	$3,611	($365)	$3,246
Supplies Pros	10003120.70200.0125	2,678	(365)	2,313

Maint/Rep Equip	10003120.66100.0000	642	730	1,372
Regular Salaries	10003120.60200.0000	728,207	8,270	736,477
Regular Salaries Pros	10003120.60200.0125	240,880	13,695	254,575
Regular Salaries PST	10003120.60200.0911	180,855	35,813	216,668
City Manager's Office - Administration				
Regular Salaries PIO	10005050.60200.0387	200,207	9,559	209,766
Regular Salaries	10005050.60200.0000	790,756	16,277	807,033
City Manager's Office-Economic Development				
Regular Salaries	10005340.60200.0000	313,667	5,986	319,653
Central Charges (General Fund)				
Regular Salaries	10010900.60200.0000	1,703,999	(1,683,999)	20,000
Lease Pay-2005 COPS	10010900.67700.0274	1,373,394	(502,231)	871,163
Med Ins ER Kaiser	10010900.63000.0596	2,757,467	(95,467)	2,662,000
Equip Rental - Cap Replace	10010900.66000.0450	1,500,750	(54,500)	1,446,250
Medicare	10010900.63600.0000	692,558	(33,558)	659,000
Med Ins ER Delta Dental	10010900.63000.0595	376,966	(15,966)	361,000
Retire City Contrib	10010900.62600.0000	4,958,190	(13,048)	4,945,142
Non Med Ins ER LTD	10010900.62800.0591	252,000	(3,000)	249,000
Non Med Ins ER Life/AD&D	10010900.62800.0590	137,000	(2,500)	134,500
Non Med Ins ER Surv Ben	10010900.62800.0592	236,000	3,000	239,000
Med Ins ER SELF	10010900.63000.0594	4,995,637	21,010	5,016,647
Employee Med Expense	10010900.64000.0000	-	25,000	25,000
Unemploy Ins	10010900.63400.0000	31,800	28,200	60,000
Transfers Prop/Liab Self Ins	10010900.79800.0460	735,735	47,412	783,147
Prof Serv	10010900.65100.0000	148,000	295,588	443,588
Lease Pay-2013 COPS	10010900.67700.0283	-	446,750	446,750

General Services - Administration				
Supplies	10012050.70200.0000	15,000	(2,341)	12,659
Regular Salaries - Envir Svc	10012050.60200.0552	67,804	901	68,705
Regular Salaries - Vol Prog	10012050.60200.0015	52,055	2,761	54,816
Regular Salaries	10012050.60200.0000	340,523	4,471	344,994
Maint/Rep Equip	10012050.66100.0000	10,878	6,357	17,235
General Services - Human Resources				
Regular Salaries	10012060.60200.0000	689,646	(11,937)	677,709
Regular Salaries PST	10012060.60200.0911	63,089	823	63,912
Regular Salaries - Training	10012060.60200.0612	70,310	5,073	75,383
Regular Salaries Wellness	10012060.60200.0544	58,687	7,398	66,085
General Services - City Clerk				
Supplies	10012070.70200.0000	2,700	(168)	2,532
Supplies	10012070.70200.0135	16,000	(168)	15,832
Regular Salaries	10012070.60200.0135	100,291	2,138	102,429
Regular Salaries	10012070.60200.0000	323,626	16,758	340,384
Outside Computer Charges	10012070.67000.0000	-	30,000	30,000
General Services - Municipal Court				
Supplies	10012130.70200.0000	9,350	(2,508)	6,842
Supplies Prob	10012130.70200.0130	2,000	(168)	1,832
Regular Salaries	10012130.60200.0000	921,409	320	921,729
Regular Salaries PST	10012130.60200.0911	100,036	1,998	102,034
Regular Salaries Prob	10012130.60200.0130	198,454	4,480	202,934
General Services - Building Operations and Maintenance				
Supplies	10012390.70200.0000	10,000	(1,004)	8,996
Maint/Rep Equip	10012390.66100.0000	61,750	4,200	65,950

Maint/Rep Infra	10012390.66200.0000	142,502	13,400	155,902
Regular Salaries	10012390.60200.0000	689,070	28,363	717,433
Finance - Administration				
Supplies	10015050.70200.0000	7,842	(669)	7,173
Maint/Rep Equip	10015050.66100.0000	5,301	669	5,970
Regular Salaries	10015050.60200.0000	359,439	20,045	379,484
Finance - Accounting				
Regular Salaries PST	10015220.60200.0911	86,019	3,700	89,719
Regular Salaries	10015220.60200.0000	581,034	6,931	587,965
Finance - Treasury (General Fund)				
Regular Salaries	10015240.60200.0000	288,479	(13,737)	274,742
Finance - Sales Tax				
Regular Salaries	10015250.60200.0000	544,876	3,003	547,879
Regular Salaries PST	10015250.60200.0911	33,910	3,019	36,929
Police - Administration				
Maint/Rep Equip	10020050.66100.0000	-	3,463	3,463
Regular Salaries	10020050.60200.0000	274,868	13,655	288,523
Police - Specialized Services				
Supplies-Records & Property	10020300.70200.0343	20,322	(3,463)	16,859
Regular Salaries -Comm Section	10020300.60200.0345	1,609,820	(945)	1,608,875
Regular Salaries	10020300.60200.0000	178,970	2,379	181,349
Regular Salaries-Prof Svcs	10020300.60200.0341	648,258	2,502	650,760
Reg Sal - Records and Property	10020300.60200.0343	870,385	15,898	886,283
Regular Salaries-Neigh. Svcs	10020300.60200.0342	656,029	16,316	672,345
Regular Salaries-Invest. Sect	10020300.60200.0344	3,198,191	26,113	3,224,304
Police - Patrol Services				
Regular Salaries Prom	10020500.60200.0106	272,021	(5,384)	266,637
Regular Sal-Patrol Adm Section	10020500.60200.0000	743,273	6,024	749,297
Regular Salaries-Traffic	10020500.60200.0348	1,633,777	52,886	1,686,663

Reg Salaries-Patrol Section	10020500.60200.0349	7,766,161	111,873	7,878,034
Fire - Emergency Services				
Electricity & Gas	10025260.67200.0000	82,221	(5,000)	77,221
Telephone	10025260.66900.0000	71,575	(3,858)	67,717
Supplies	10025260.70200.0000	28,382	(2,714)	25,668
Regular Salaries Fire Prev	10025260.60200.0547	467,750	(1,226)	466,524
Maint/Rep Equip	10025260.66100.0000	76,057	2,714	78,771
Contract Svcs	10025260.67800.0000	25,701	7,000	32,701
Regular Salaries	10025260.60200.0000	7,103,527	22,603	7,126,130
Other Equip EMS	10025260.76000.0546	60,950	28,000	88,950
Regular Salaries EMS	10025260.60200.0546	2,736,989	28,449	2,765,438
Salaries Overtime	10025260.60400.0000	177,126	40,000	217,126
Community Development - Administration				
Maint/Rep Equip	10030050.66100.0000	12,141	1,850	13,991
Regular Salaries	10030050.60200.0000	365,315	6,202	371,517
Community Development - Planning				
Maint/Rep Equip	10030360.66100.0000	330	(250)	80
Regular Salaries	10030360.60200.0000	949,877	45,247	995,124
Salaries Temp	10030360.60600.0000	-	65,000	65,000
Community Development - Building				
Supplies	10030370.70200.0000	6,880	(700)	6,180
Regular Salaries PST	10030370.60200.0911	59,380	2,279	61,659
Regular Salaries	10030370.60200.0000	995,218	20,306	1,015,524
Community Development - Engineering				
Prof Serv	10030380.65100.0000	29,700	(900)	28,800
Regular Salaries	10030380.60200.0000	1,070,204	11,836	1,082,040

Public Works and Utilities - Street Maintenance (General Fund)				
Contract Svcs	10035450.67800.0000	16,708	(335)	16,373
Maint/Rep Equip	10035450.66100.0000	4,600	335	4,935
Regular Salaries	10035450.60200.0000	1,275,971	42,459	1,318,430
Parks, Recreation and Libraries - Administration				
Contract Svcs	10050050.67800.0000	43,936	(15,000)	28,936
Supplies	10050050.70200.0000	17,600	(1,458)	16,142
Maint/Rep Equip	10050050.66100.0000	4,517	1,458	5,975
Regular Salaries	10050050.60200.0000	596,976	138,114	735,090
Parks, Recreation and Libraries - Park Services				
Supplies	10050550.70200.0000	10,030	(547)	9,483
Maint/Rep Equip	10050550.66100.0000	32,197	547	32,744
Regular Salaries Prom	10050550.60200.0106	96,948	1,265	98,213
Regular Salaries	10050550.60200.0000	874,329	1,641	875,970
Parks, Recreation and Libraries - Library Services				
Regular Salaries	10050620.60200.0000	1,969,632	(7,592)	1,962,040
Contract Svcs	10050620.67800.0000	279,461	(4,785)	274,676
Parks, Recreation and Libraries - Standley Lake (General Fund)				
Contract Svcs	10050660.67800.0000	47,811	(10,000)	37,811
Regular Salaries	10050660.60200.0000	226,250	(1,567)	224,683
Supplies	10050660.70200.0000	6,591	(365)	6,226
Maint/Rep Equip	10050660.66100.0000	1,900	365	2,265
Parks, Recreation and Libraries - Design Development				
Regular Salaries	10050690.60200.0000	292,571	6,067	298,638

Parks, Recreation and Libraries - Recreation Facilities				
Salaries Temp City Park	10050720.60600.0860	330,393	(239,000)	91,393
Regular Salaries City Park	10050720.60200.0860	732,950	(216,127)	516,823
Regular Salaries Swim & Fit	10050720.60200.0963	507,277	(212,882)	294,395
Salaries Temp Swim & Fit	10050720.60600.0963	133,269	(100,000)	33,269
Salaries Temp Cntrysd	10050720.60600.0965	78,100	(78,100)	-
Regular Salaries West View	10050720.60200.0967	346,459	(37,155)	309,304
Supplies City Park	10050720.70200.0860	29,490	(2,005)	27,485
Equip Rental City Park	10050720.66000.0860	2,000	(1,500)	500
Equip Rental Cty Prk Fit	10050720.66000.0861	2,000	(1,500)	500
Supplies West View	10050720.70200.0967	11,895	(1,458)	10,437
Supplies Cty Prk Fit	10050720.70200.0861	11,882	(1,094)	10,788
Regular Salaries	10050720.60200.0000	53,901	927	54,828
Regular Salaries Fitness	10050720.60200.0505	76,836	1,002	77,838
Maint/Rep Equip Cty Prk Fit	10050720.66100.0861	4,313	1,094	5,407
Maint/Rep Equip West View	10050720.66100.0967	-	1,458	1,458
Maint/Rep Equip City Park	10050720.66100.0860	6,000	2,005	8,005
Regular Salaries Cty Prk Fit	10050720.60200.0861	320,541	2,096	322,637
Contract Svcs West View	10050720.67800.0967	15,190	29,785	44,975
Salaries Temp Aquatics	10050720.60600.0511	-	417,100	417,100
Regular Salaries Aquatics	10050720.60200.0511	-	518,342	518,342
Parks, Recreation and Libraries - Recreation Programs				
Contract Svcs Sports Ctr	10050760.67800.0035	18,771	(729)	18,042
Supplies MAC	10050760.70200.0017	13,844	(365)	13,479
Regular Salaries Arts	10050760.60200.0532	18,149	237	18,386
Maint/Rep Equip	10050760.66100.0017	-	365	365

Regular MAC	10050760.60200.0017	293,899	590	294,489
Maint/Rep Equip Sports Ctr	10050760.66100.0035	1,500	729	2,229
Regular Salaries Sports Ctr	10050760.60200.0035	26,123	3,326	29,449
Regular Salaries	10050760.60200.0000	477,299	11,864	489,163
Total Change to Expense			($555,839)	

These appropriations will amend Water Fund revenue and expense accounts as follows:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Water Tap Commercial	2000.40720.0028	$2,250,000	($1,954,000)	$296,000
Biosolids Farm Inc	2000.43130.0000	125,000	(25,000)	100,000
Interest Earnings-Pooled	2000.42510.0000	250,000	(16,335)	233,665
Water Tap Residential	2000.40720.0027	3,100,000	4,171,000	7,271,000
TRF Utility CPR Fund	2000.45000.0207	1,603,371	7,015,859	8,619,230
Total Change in Revenue			$9,191,524	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Central Charges				
Regular Salaries	20010900.60200.0000	$250,281	($248,281)	$2,000
Med Ins ER Kaiser	20010900.63000.0596	474,323	(75,323)	399,000
Retire City Contrib	20010900.62600.0000	725,426	(44,426)	681,000
Medicare	20010900.63600.0000	102,351	(13,351)	89,000
Paying Agent Fees	20010900.78600.0000	13,000	(11,000)	2,000
Non Med Ins ER LTD	20010900.62800.0591	41,600	(2,600)	39,000
Non Med Ins ER Life	20010900.62800.0590	23,600	(1,500)	22,100
Non Med Ins ER Surv Ben	20010900.62800.0592	40,000	(1,000)	39,000
Med Ins ER Delta Dental	20010900.63000.0595	54,688	(188)	54,500
Unemploy Ins	20010900.63400.0000	1,060	3,940	5,000
Med Ins ER SELF	20010900.63000.0594	784,241	8,498	792,739
Employee Med Expense	20010900.64000.0000	-	10,000	10,000

Transfers Prop/Liab Self	20010900.79800.0460	318,318	14,300	332,618
Finance - Treasury				
Regular Salaries	20015240.60200.0000	210,916	(3,223)	207,693
Contract Svcs	20015240.67800.0000	155,578	(2,000)	153,578
Supplies	20015240.70200.0000	32,150	(502)	31,648
Maint/Rep Equip	20015240.66100.0000	3,500	502	4,002
Career Dev	20015240.61800.0000	3,250	2,000	5,250
Administration				
Maint/Rep Equip	20035050.66100.0000	1,608	2,310	3,918
Regular Salaries	20035050.60200.0000	269,840	11,286	281,126
Capital Project & Budget Management				
Regular Salaries	20035430.60200.0000	609,778	14,169	623,947
Water Field Operations				
Vehicles-Wtrln Rep	20035470.75600.0497	370,000	(370,000)	-
Vehicles	20035470.75600.0000	194,000	(194,000)	-
Utility Sys Mtrls-Wtr line rep	20035470.72800.0497	370,000	(92,630)	277,370
Regular Salaries	20035470.60200.0000	770,156	(18,663)	751,493
Regular Salaries-wtline replac	20035470.60200.0497	542,895	(14,507)	528,388
Contract Svcs	20035470.67800.0000	295,703	(770)	294,933
Regular Salaries-Meter Shop	20035470.60200.0402	258,186	(48)	258,138
Regular Salaries-TEAM	20035470.60200.0498	256,198	16,656	272,854
Contract Svcs-Wtr line replace	20035470.67800.0497	606,900	92,630	699,530
Water Resources and Treatment				
Maint/Rep Equip	20035480.66100.0000	1,000	(770)	230
Regular Salaries Wtr Qual	20035480.60200.0943	415,861	3,918	419,779
Prof Serv-Wtr Qual	20035480.65100.0943	186,700	30,000	216,700
Regular Salaries	20035480.60200.0000	744,524	34,894	779,418
Water Plants Section				
Contract Svcs	20035490.67800.0000	50,630	(770)	49,860

Regular Salaries Rec Svc	20035490.60200.0023	49,354	493	49,847
Regular Salaries	20035490.60200.0000	1,021,295	20,036	1,041,331
Information Technology				
Comp Soft/Hard	20060230.75400.0000	135,500	(6,000)	129,500
Supplies	20060230.70200.0000	28,800	(1,171)	27,629
Maint/Rep Equip	20060230.66100.0000	171,077	1,171	172,248
Regular Salaries PST	20060230.60200.0911	77,162	1,855	79,017
Overtime Salaries	20060230.60400.0000	-	6,000	6,000
Regular Salaries	20060230.60200.0000	2,052,495	113,589	2,166,084
Capital Improvement Program				
Bradburn Drive Water Main Replacement	81420035064.80400.8888	-	650,000	650,000
Zuni Water Main Replacement - 84th Ave. to 88th Ave.	81420035065.80400.8888	-	900,000	900,000
Pump Station Equipment - Major R&R - North Park	81420035066.80400.8888	-	900,000	900,000
Data Backup and Recovery System	81420060011.80400.8888	20,000	(20,000)	-
Microsoft Software Replacement	81320060014.80400.8888	31,000	20,000	51,000
NWTF Storage Tank Major Repair and Replacement	81420035054.80400.8888	1,500,000	(1,500,000)	-
Hydropillar Two Million Gallon Tank Major R&R	81420035067.80400.8888	-	2,000,000	2,000,000
Gregory Hill Water Tank Major R&R	81420035068.80400.8888	-	375,000	375,000
Water Capital Outlay Replacement Program	81320010063.80400.8888	-	524,000	524,000
Pressure Zone 3 Expansion	81420035069.80400.8888	-	5,900,000	5,900,000
Temporary Engineer/Project Manager	81420035070.80400.8888	-	100,000	100,000
Payment in Lieu of Use Tax (W)	81120010966.80400.8888	214,000	57,000	271,000
Total Change to Expense			$9,191,524	

These appropriations will amend Utility Capital Project Reserve Fund revenue and expense accounts as follows:

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Wastewater	2070.45000.0210	$760,044	($760,044)	$0
Int Earnings CPR Water	2070.42510.0202	141,237	5,002	146,239
Int Earnings CPR Wastewater	2070.42510.0212	16,960	16,317	33,277
Carryover	2070.40020.0000	685,130	7,754,584	8,439,714
Total Change to Revenue			$7,015,859	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers to Water	20710900.79800.0200	$1,603,371	$7,015,859	$8,619,230
Total Change to Expense			$7,015,859	

These appropriations will amend Wastewater Fund revenue and expense accounts as follows:

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
WW Taps Commercial	2100.40740.0028	$750,000	($645,000)	$105,000
Interest Earnings-Pooled	2100.42510.0000	120,000	(29,818)	90,182
WW Taps Residential	2100.40740.0027	580,000	410,000	990,000
Total Change in Revenue			($264,818)	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Central Charges - Wastewater				
Transfers Capital Reserve	21010900.79800.0207	$760,044	($760,044)	$0
Regular Salaries	21010900.60200.0000	75,983	(73,983)	2,000
Med Ins ER Kaiser	21010900.63000.0596	92,094	(19,894)	72,200
Medicare	21010900.63600.0000	22,154	(154)	22,000
Med Ins ER Dental	21010900.63000.0595	11,774	1,326	13,100
Retire City Contrib	21010900.62600.0000	161,631	4,869	166,500
Transfers Prop/Liab Self	21010900.79800.0460	171,672	7,700	179,372

Med Ins ER SELF	21010900.63000.0594	212,003	18,034	230,037
Wastewater Field Operations				
Maint/Rep Infra	21035470.66200.0000	69,500	(55,000)	14,500
Contract Svcs	21035470.67800.0000	101,700	(770)	100,930
Maint/Rep Equip	21035470.66100.0000	12,500	1,540	14,040
Regular Salaries	21035470.60200.0000	470,398	22,684	493,082
Water Resources & Treatment Division - Water Quality				
Regular Salaries Wtr Qual	21035480.60200.0943	282,814	2,827	285,641
Wastewater Plants				
Vehicles Biosolids	21035490.75600.0401	91,000	(91,000)	-
Special Assess MWRD Regular	21035490.66500.0513	2,741,460	(70,000)	2,671,460
Contract Svcs	21035490.67800.0000	57,908	(770)	57,138
Regular Salaries Biosolids	21035490.60200.0401	171,102	1,711	172,813
Regular Salaries	21035490.60200.0000	894,361	12,106	906,467
Prof Serv	21035490.65100.0000	4,790	70,000	74,790
Capital Improvement Program				
Data Backup and Recovery System	81421060011.80400.8888	20,000	(20,000)	-
Microsoft Software Replacement	81321060014.80400.8888	30,000	20,000	50,000
LDC Interceptor Repair - England Park to Lowell Boulevard	81421035045.80400.8888	1,200,000	(1,200,000)	-
LDC Interceptor Repair - 70th Avenue Sheridan/England Park	81421035046.80400.8888	700,000	(700,000)	-
LDC Interceptor Repair Design	81421035063.80400.8888	-	2,520,000	2,520,000
Wastewater Capital Outlay Replacement Program	81321010062.80400.8888	-	78,000	78,000
Payment in Lieu of Use Tax (WW)	81121010966.80400.8888	82,000	(34,000)	48,000
Total Change to Expense			($264,818)	

These appropriations will amend Legacy Ridge Golf Course Fund revenue and expense accounts as follows:

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF GCIF	2200.45000.0750	$33,970	($2,240)	$31,730
Carryover	2200.40020.0000	-	100,000	100,000
Total Change in Revenue			$97,760	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Legacy Ridge - Central Charges				
Med Ins ER SELF	22010900.63000.0594	$79,522	($20,922)	$58,600
Regular Salaries	22010900.60200.0000	16,936	(16,936)	-
Med Ins ER Kaiser	22010900.63000.0596	19,881	(1,881)	18,000
Non Med Ins ER LTD	22010900.62800.0591	3,000	(500)	2,500
Med Ins ER Dental	22010900.63000.0595	4,561	(461)	4,100
Non Med Ins ER Life	22010900.62800.0590	1,700	(400)	1,300
Non Med Ins ER SIB	22010900.62800.0592	2,800	(400)	2,400
Medicare	22010900.63600.0000	8,862	3,138	12,000
Legacy Ridge - Facilities				
Regular Salaries	22050720.60200.0000	384,912	(33,200)	351,712
Regular Salaries Club Ops	22050720.60200.0249	175,907	(4,566)	171,341
Supplies	22050720.70200.0000	15,000	(547)	14,453
Supplies Club Ops	22050720.70200.0249	30,700	(547)	30,153
Maint/Rep Equip Club Ops	22050720.66100.0249	3,250	1,094	4,344
Irrigation Mtrls	22050720.72200.0000	14,000	73,888	87,888
Capital Improvement Program				
Golf Course Improvements (Legacy)	81422050145.80400.8888		100,000	100,000
Total Change to Expense			$97,760	

These appropriations will amend Heritage Golf Course Fund revenue and expense accounts as follows:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF GCIF	2300.45000.0750	$302,030	$2,240	$304,270
Carryover	2300.40020.0000	-	100,000	100,000
Total Change in Revenue			$102,240	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Heritage - Central Charges				
Regular Salaries	23010900.60200.0000	$15,278	($15,278)	$0
Med Ins ER Kaiser	23010900.63000.0596	73,846	(1,346)	72,500
Med Ins ER Dental	23010900.63000.0595	4,914	(814)	4,100
Med Ins ER SELF	23010900.63000.0594	15,303	(603)	14,700
Non Med Ins ER LTD	23010900.62800.0591	3,100	(100)	3,000
Non Med Ins ER SIB	23010900.62800.0592	2,900	(100)	2,800
Medicare	23010900.63600.0000	8,086	5,914	14,000
Heritage - Facilities				
Supplies	23050720.70200.0000	13,000	(638)	12,362
Supplies Club Ops	23050720.70200.0249	27,150	(638)	26,512
Maint/Rep Equip	23050720.66100.0000	1,000	1,276	2,276
Regular Salaries Club Ops	23050720.60200.0249	181,508	3,447	184,955
Lease Pay-2010 Refunding	23050720.67700.0273	324,750	4,600	329,350
Regular Salaries	23050720.60200.0000	324,409	6,520	330,929
Capital Improvement Program				
Golf Course Improvements (Heritage)	81423050145.80400.8888	0	100,000	100,000
Total Change to Expense			$102,240	

These appropriations will amend Storm Drainage revenue and expense accounts as follows:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
SD Commercial Fees	2500.41260.0028	$1,453,000	($87,000)	$1,366,000

SD Residential Fees	2500.41260.0027	1,345,000	(13,000)	1,332,000
Interest Earnings-Pooled	2500.42510.0000	50,000	(12,000)	38,000
Total Change in Revenue			($112,000)	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Improvement Program				
Little Dry Creek Regional Detention (Lowell to Federal)	80825030829.80400.8888	$910,000	$392,000	$1,302,000
South Westminter TOD Storm Sewer (North Plaza/Infrastructure)	81325030039.80400.8888	500,000	(500,000)	-
Payment in Lieu of Use Tax (Stormwater)	81125010966.80400.8888	39,000	(4,000)	35,000
Total Change to Expense			($112,000)	

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

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Internal Billings-GF	4500.43140.0100	$2,353,451	($54,500)	$2,298,951
Total Change in Revenue			($54,500)	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Vehicles	80645010900.80400.8888	$548,000	$4,500	$552,500
Vehicles PST	80645010911.80400.8888	919,250	(126,500)	792,750
City Hall Copier Replacement	81245005995.80400.8888	33,500	67,500	101,000
Total Change to Expense			($54,500)	

These appropriations will amend Sales & Use Tax Fund revenue and expense accounts as follows:

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Sales Tax Returns-PS	5300.40070.0911	$10,375,262	($81,989)	$10,293,273
Sales Tax Returns	5300.40070.0000	48,214,086	(67,953)	48,146,133
Use Tax Auto	5300.40105.0000	4,180,000	320,000	4,500,000
Use Tax Collection Fees	5300.40120.0000	(209,000)	(16,000)	(225,000)

Interest Earnings-Pooled	5300.42510.0000	80,000	(30,000)	50,000
Interest Earnings-PS	5300.42510.0911	20,000	(9,000)	11,000
TRF PILUT WW	5300.45000.8021	63,484	(26,323)	37,161
TRF PILUT WW - PST	5300.45000.8921	13,226	(5,484)	7,742
TRF PILUT SD	5300.45000.8025	29,640	(3,040)	26,600
TRF PILUT SD - PST	5300.45000.8925	6,240	(640)	5,600
TRF PILUT WTR - PST	5300.45000.8920	33,968	9,048	43,016
TRF PILUT WTR	5300.45000.8020	165,312	44,032	209,344
Total Change in Revenue			$132,651	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Sales & Use Tax - Central Charges				
Transfers General Fund	53010900.79800.0100	$64,077,684	$132,651	$64,210,335
Total Change to Expense			$132,651	

These appropriations will amend Parks Open Space & Trails Fund revenue and expense accounts as follows:

REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF PILUT WW	5400.45000.8021	$5,290	($2,193)	$3,097
TRF PILUT SD	5400.45000.8025	3,120	(320)	2,800
TRF PILUT WTR	5400.45000.8020	14,720	3,920	18,640
Total Change in Revenue			$1,407	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Community Development				
Interest Expense	54010900.78400.0000	$21,545	($21,545)	$0
Land Purchases	54010900.76600.0000	-	11,288	11,288
Regular Salaries	54010900.60200.0000	92,336	11,664	104,000
Park Services				
Construction	54050550.76400.0000	100,000	(10,000)	90,000

Regular Salaries	54050550.60200.0000	68,652	(5,803)	62,849
Build & Grd Mtrls	54050550.71800.0000	52,500	(4,197)	48,303
Supplies	54050550.70200.0000	8,000	(365)	7,635
Maint/Rep Equip	54050550.66100.0000	-	365	365
Salaries-Temporary	54050550.60600.0000	21,629	10,000	31,629
Other Equipment	54050550.76000.0000	-	10,000	10,000
Total Change to Expense			$1,407	

These appropriations will amend Conservation Trust Fund revenue and expense accounts as follows:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings-Pooled	5500.42510.0000	$0	$9,464	$9,464
Carryover	5500.40020.0000	0	197,536	197,536
Total Change in Revenue			$207,000	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Improvement Program				
Recreation Facilities Major Maintenance (BO&M) (CTF)	80955012806.80400.8888	$650,000	$167,000	$817,000
Libraries Repair and Maintenance (CTF)	81455050060.80400.8888	-	40,000	40,000
Total Change to Expense			$207,000	

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

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings-Pooled	7500.42510.0000	$280,000	($20,000)	$260,000
General	7500.43060.0000	376,018	(219)	375,799
TRF WEDA	7500.45000.0680	268,000	82,000	350,000
Carryover	7500.40020.0000	-	2,514,219	2,514,219
Cash in Lieu Parks	7501.40210.0105	50,000	(367)	49,633
Carryover	7501.40020.0000	-	403,367	403,367
Total Change in Revenue			$2,979,000	

EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Improvement Program				
Lowell Boulevard (120th to 124th)	81475030040.80400.8888	$274,000	$15,000	$289,000
Federal Pkwy/122nd Ave Turn Ln	81475030055.80400.8888	-	30,000	30,000
136th Avenue/144th Avenue Bridge/Rail Painting/Repairs	80975035844.80400.8888	-	142,000	142,000
City Facilities Parking Lot Maintenance Program - PSC Lot	80375035015.80400.8888	120,000	123,000	243,000
Data Backup and Recovery System	81375060011.80400.8888	60,000	(60,000)	-
Microsoft Software Replacement	81375060014.80400.8888	93,000	60,000	153,000
City Facility Energy Improvements	81275012994.80400.8888	88,000	2,000	90,000
City Council Chambers and Boardroom Renovation/Upgrades	81375012015.80400.8888	75,000	295,000	370,000
South Westminster Transit Oriented Development	80875030823.80400.8888	1,812,000	1,920,000	3,732,000
Laserfiche Upgrades/Addtl Lic	81475012056.80400.8888	-	54,000	54,000
Bowles House Soffit and Gutter Replacement	81475012057.80400.8888	-	46,000	46,000
Photovoltaic Solar Panel System	80975012943.80400.8888	-	243,000	243,000
Citywide Radio System Replacement	81275020911.80400.8888	294,000	(294,000)	-
Trail Development - POST	80975050136.80400.8888	100,000	(50,000)	50,000
Recreation Facilities Improvements - JCOS	80975050027.80400.8888	184,000	31,305	215,305
Recreation Facilities Improvements - ACOS	81075050027.80400.8888	34,000	19,935	53,935
Recreation Facilities Improvements - POST	80975050028.80400.8888	22,000	33,760	55,760
Recreation Facilities Major Maintenance (BO&M) (JCOS)	80975012806.80400.8888	156,000	8,000	164,000
Recreation Facilities Major Maintenance (BO&M) (GCIF)	80875012806.80400.8888	-	5,000	5,000
Westminster Sports Center (JCOS)	81475050020.80400.8888	-	55,000	55,000
Public Art Maintenance and Historic Preservation	81475050059.80400.8888	-	45,000	45,000

Open Space Repair and Maintenance	81475050061.80400.8888	-	225,000	225,000
Park Operations Facilities Repair and Maintenance	81475050062.80400.8888	-	30,000	30,000
Total Change to Expense			$2,979,000	

The appropriations for the General Reserve Fund do not change with the appropriation; however, the revenue accounts changed are shown below for informational purposes:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings Pooled	1100.42510.0000	$98,055	($8,242)	$89,813
Carryover	1100.40020.0000	(348,055)	8,242	(339,813)
Total Change to Revenue			$0	

The appropriations for General Fund Stabilization Reserve do not change with the appropriation; however, the revenue accounts changed are shown below for informational purposes:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings Pooled	1200.42510.0000	$43,339	($996)	$42,343
Carryover	1200.40020.0000	(43,339)	996	(42,343)
Total Change to Revenue			$0	

The appropriations for the Utility Rate Stabilization Reserve Fund do not change with the appropriation; however, the revenue accounts changed are shown below for informational purposes:
REVENUE

Description	Account Number	Current Budget	Amendment	Revised Budget
Int Earnings RSR Water	2050.42510.0201	$113,165	($14,508)	$98,657
Int Earnings RSR Wastewater	2050.42510.0211	17,103	(1,444)	15,659
Carryover	2050.40020.0000	(130,268)	15,952	(114,316)
Total Change in Revenue			$0	

The appropriations for the Fleet Maintenance Fund do not change with the appropriation; however, the expense accounts changed are shown below for informational purposes:
EXPENSE

Description	Account Number	Current Budget	Amendment	Revised Budget
Fleet - Maintenance				
Fuel	30012460.74000.0000	$900,000	($41,414)	$858,586
Regular Salaries	30012460.60200.0000	556,372	(15,355)	541,017
Regular Salaries PST	30012460.60200.0911	63,156	(1,231)	61,925

Maint/Rep Equip	30012460.66100.0000	6,000	1,004	7,004
Salaries Temp	30012460.60600.0000	-	1,500	1,500
Unif & Equip Allow	30012460.61000.0000	3,900	2,000	5,900
Chemicals	30012460.73000.0000	10,000	2,500	12,500
Outside Comp Chgs	30012460.67000.0000	15,000	3,996	18,996
Salaries Overtime	30012460.60400.0000	30,600	7,000	37,600
Tires	30012460.73800.0000	100,000	40,000	140,000
Total Change to Expense			$0	

Respectfully submitted,

J. Brent McFall
City Manager

Attachments
- 2014 Human Services Board Funding Recommendations
- Ordinance Amending the Adopted 2014 Budget

2014 Human Services Board Funding Recommendations

AGENCY	MISSION TYPE	2013 REQUEST	2013 AWARD	2014 REQUEST	2014 RECOMMENDED
A Precious Child	Children's Services	$10,000	$0	$10,000	$1,000
Access Housing	Affordable Housing	$5,000	$1,000	$5,000	$0
Adams County Housing Authority	Affordable Housing	$20,000	$1,500	$6,739	$2,500
Alternatives to Family Violence	Domestic Violence	$15,000	$2,500	$10,000	$2,500
Audio Information Network	Visually Impaired	$1,500	$1,000	$1,500	$1,000
CASA of Adams County	Children's Services	$3,500	$3,500	$3,500	$3,500
Catholic Charities of Denver (North Area CARES)	Affordable Housing	$7,000	$5,000	$7,000	$5,000
Center for People With Disabilities (CPWS)	Disabled Services	$5,000	$1,500	$5,000	$1,500
Children's Outreach Project	Children's Services	$3,500	$3,500	$5,000	$3,500
Clinica Campesina Family Health Services, Inc.	Health Care	$0	$0	$10,000	$9,000
Colorado Homeless Families	Shelter/Food/Other	$15,000	$3,000	$7,000	$4,000
Community Health Centers	Children's Services	$10,000	$9,000	$10,000	$9,000
Community Reach Center (ADCO Mental Health)	Mental Health	$15,000	$0	$5,000	$1,000
Denver Hospice	Hospice Care	$7,000	$4,000	$4,000	$4,000
Family Tree, Inc.	Shelter/Food/Other	$4,597	$1,000	$6,798	$0
FISH Inc.	Food Bank	$6,500	$5,500	$6,500	$5,500
Food Bank of the Rockies	Food Bank	$5,000	$5,000	$5,000	$5,000
Growing Home - Interfaith Hospitality Network (IHN)	Housing/Food/Other	$10,000	$1,000	$0	$0
Have a Heart Project, Inc.	Children's Services	$10,000	$5,000	$15,000	$5,000
Inter-Church ARMS	Shelter/Food/Other	$8,000	$2,500	$8,000	$2,500
Jefferson Center for Mental Health	Mental Health	$16,000	$6,500	$10,000	$7,500
Kempe Children's' Fund	Children's Services	$2,000	$1,000	$12,250	$1,000
North Metro CAC (Children's Advocacy Program)	Children's Services	$5,000	$1,500	$0	$0
Project Angel Heart	Food	$5,000	$2,000	$5,000	$2,000
Ralston House (Arvada Child Advocacy Center)	Children's Services	$2,500	$2,000	$5,000	$4,000
Senior Hub	Senior Citizens	$14,000	$10,000	$16,000	$10,000
Senior Resource Center	Senior Citizens	$6,000	$1,500	$0	$0
St. Anthony North Health Foundation	Health Care	$10,000	$0	$3,600	$0
Westminster 7:10 Rotary	Children's Services	$3,000	$0	$3,000	$0
Total		**$225,097**	**$80,000**	**$185,887**	**$90,000**

– 2014 HSB AGENCY DESCRIPTIONS –

A Precious Child – Devoted to making a positive impact in the lives of disadvantaged and displaced children by improving their quality of life and meeting their basic needs.

Adams County Housing Authority – Offers programs for families in Adams County, which provide housing, personal development opportunities, counseling, financial assistance and educational services through networking and collaboration. ACHA creates an environment conducive for growth and development in order to promote self-sufficiency.

Alternatives to Family Violence – Provides safety and empowerment to those affected by domestic violence, while promoting non-violence as a social value. They strive to be the first resource for families affected by domestic violence in Adams County.

Audio Information Network (Radio Reading Service of the Rockies) – Provides audio reading of newspapers, magazines and other reading materials through a series of radio and televised broadcasts for the blind and hearing impaired community of Colorado.

CASA (Court Appointed Special Advocates) of Adams County – Provides advocacy services to abused and neglected children who are involved in the court system through no fault of their own.

Catholic Charities of Denver (North Area CARES) – Provides emergency services that meet the human needs existing within the broader community. Services provided include: limited financial assistance for rent, medical prescriptions, job-related transportation costs, temporary shelter, and a 2-3 day supply of emergency food with a referral to a larger food bank.

Center for People with Disabilities (CPWD) – Provides independent living assistance for individuals who encounter difficulties in the pursuit of independent living.

Children's Outreach Project – Offers an integrated, quality, early childhood and kindergarten education to typical, accelerated and developmentally delayed children.

Clinica Campesina Family Health Services Inc. – Provides medical care and health promotion services to the medically underserved, low-income households, and minority people on a sliding fee scale basis.

Colorado Homeless Families – Provides transitional housing and support services for homeless families with children, helping them become self-sufficient within eighteen months to two years.

Community Health Centers – Provides extended health care services to students and families receiving free or reduced lunch within the Adams 50 School District.

Community Reach Center (formally Adams County Mental Health) – Provides mental health care to residents of Adams County including outpatient counseling, a 24-hour crisis line, treatment programs and programs designed to provide education and training to prepare individuals for employment and independent living.

Denver Hospice – Provides specialized care and support for terminally ill individuals and their families while increasing community awareness of death and grief as a natural part of life.

FISH Inc. – Provides area residents with short term, emergency staple foods.

Food Bank of the Rockies – Creates an efficient means of channeling food to participating agencies (food banks) that assist the needs of the hungry. Food is provided to shelters, emergency assistance programs, child welfare centers, senior citizen nutrition programs, churches, synagogues, community centers and halfway houses.

Have a Heart Project, Inc. – Provides for the basic needs of food and clothing for elementary age children and their families in the Adams County School District 50 area.

Inter-Church ARMS (Inter-Church Arvada Resources for Ministry and Service) – Provides financial aid through this non-profit coalition of twelve Westminster-area churches; combines volunteer and financial resources to help people who are striving to create and maintain their independence.

Jefferson Center for Mental Heath – Promotes mental health and provides quality mental health services to persons with emotional problems and/or serious mental illness.

Kempe Children's Fund – Provides an on-call physician and social worker 24 hours a day, seven days a week, to evaluate and treat approximately 1,000 children who are suspected victims of sexual, physical or emotional abuse each year.

Project Angel Heart – Provides meal services to clients with life threatening illnesses; referrals come from hospitals, social workers, renal care units, and the visiting nurse association.

Ralston House (Arvada Child Advocacy Center) – Offers a child-friendly, safe place for young children to come during the investigative process of their outcries of sexual abuse.

The Senior Hub – **Meals on Wheels** delivers hot or frozen meals to homebound residents that are unable to prepare nutritious meals themselves, are unable to travel independently to a senior center or restaurant to obtain a balance meal and unable to afford the purchase of meals r**espite & In-Home Supportive Services** assists those living at home alone with simple, non-medical assistance.

– APPLICANTS NOT RECOMMENDED FOR FUNDING IN 2014 –

Access Housing – Provides housing support services to homeless residents to self-sufficiency in job search, education, and household skills. Despite a long history of being funded by the Human Services Board, Access Housing did not attend their scheduled interview time and was thus not recommended for 2014 funding. Agencies are informed in the application of the general interview schedule and sent a letter informing them of their specific interview time; City staff also calls each agency confirming their scheduled interview time.

Family Tree, Inc. – Offers services to help people be safe, strong, and self-reliant. Services provided include: emergency shelter and support services for victims of domestic abuse, comprehensive supportive housing assistance for homeless families and individuals, emergency shelter and outreach services for youth in crisis, and out-client services for families experiencing abuse, divorce, or separation. Despite a long history of being funded by the Human Services Board, Family Tree did not attend their scheduled interview time and was thus not recommended for 2014 funding. Agencies are informed in the application of the general interview schedule and sent a letter informing them of their specific interview time; City staff also calls each agency confirming their scheduled interview time. Family Tree made contact with Staff the week of June 24 to apologize for missing their interview and said that "they just spaced it."

St. Anthony North Health Foundation – Provides medical care and health promotion services to the medically underserved, low-income households. The program of focus for this application year was aimed at healthy eating. The Board did not feel the agency provided enough value to change the funding priorities from past years. Additionally, the Board felt that the Foundation could pursue funding from the for-profit hospital with whom they are associated.

Westminster 7:10 Rotary – Works to address children's literacy through a program that aims to deliver a book a month to needy children from birth to 5 years of age and encourage the child's parent to make reading a part of the child's life. The Human Services Board did not recommend funding for this agency because it was not convinced that the program was meeting a need that could not be met by public libraries. Additionally, the Board felt that more pressing human services needs exist in the community.

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **39**

SERIES OF 2013 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AMENDING THE 2014 BUDGETS OF THE GENERAL, WATER, UTILITY CAPITAL PROJECT RESERVE, WASTEWATER, LEGACY RIDGE GOLF COURSE, HERITAGE AT WESTMOOR GOLF COURSE, STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACMENT, SALES & USE TAX, PARKS OPEN SPACE & TRAILS, CONSERVATION TRUST, AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OR UN-APPROPRIATION FROM THE 2014 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:
Section 1. The 2014 appropriation for the General, Water, Utility Capital Project Reserve-Water, Wastewater, Legacy Ridge Golf Course, Heritage Golf Course, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, Conservation Trust, and General Capital Improvement Funds initially appropriated by Ordinance No. 3655 are hereby increased in aggregate by $18,740,284. This appropriation is due to a budget amendment for revised revenue projections and expense estimates for 2014.

Section 2. The $18,740,284 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10H-I dated October 14, 2013 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	($555,839)
Water Fund	9,191,524
Utility Capital Project Reserve Fund-Water	7,015,859
Wastewater Fund	(264,818)
Legacy Ridge Fund	97,760
Heritage at Westmoor Fund	102,240
Storm Drainage Fund	(112,000)
General Capital Outlay Replacement Fund	(54,500)
Sales & Use Tax Fund	132,651
Parks Open Space & Trails Fund	1,407
Conservation Trust Fund	207,000
General Capital Improvement Fund	2,979,000
Total	$18,740,284

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 14th day of October, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of October, 2013.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 10 J

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Resolution No. 28 re 2014 Amended Pay Plan
Prepared By: Debbie Mitchell, General Services Director
Dee Martin, Workforce Planning and Compensation Manager

Recommended City Council Action
Adopt Resolution No. 28 amending the 2014 Pay Plan previously approved by Council.

Summary Statement

- The 2013/2014 Budget was developed with sustainability and service prioritization as critical areas of focus. Based on the biennial budget process, City Council approved a resolution adopting the 2013/2014 Pay Plan in 2012. On September 16, 2013, Staff reviewed with Council the changes being recommended to the 2014 amended Budget. Among these proposed changes were modifications to the 2014 Pay Plan.
- To ensure the competitive positioning and integrity of the City's pay structure, a review of specific classifications, primarily non-benchmark positions, was made during the mid-year budget cycle to ensure individual jobs are classified appropriately and paid at market. In the mid-year analysis, 35 classification requests were reviewed with 25 recommendations proposed for position reclassifications, classification upgrades or job title changes.
- In addition to reclassification recommendations, Staff is proposing amending the three Nonexempt Plans, including the Police Sworn and Fire Commissioned Pay Plans, plus the Exempt and Administrative Officer 2014 Pay Plans with the addition of a 1% market adjustment. The modification to the pay plan would result in wage adjustments for all incumbent full and part-time benefited non-exempt employees. Employees in the Exempt and Administrative Officer pay plans would be eligible for merit-based increases in January. The recommended pay plan adjustments ensure that the City's pay structure, as one aspect of our total compensation package, is competitive with other progressive cities along Colorado's northern Front Range.
- In addition to the proposed 1% market adjustment to all Non-Exempt, Exempt and Administrative Officer Pay Plans, the Adopted 2014 Budget includes step/merit increases for eligible employees at their performance reviews.
- Minimum wage adjustments to six positions in the Hourly and Seasonal Pay Plans is anticipated in order to be compliant with Federal and State law.
- Other changes recommended for the 2014 Amended Pay Plan include a proposed department re-organization in Parks, Recreation and Libraries (PR&L). The proposed reclassifications, title and grade adjustments in PR&L impacts 12 Full-Time Equivalents (FTE) with the intention to creating efficiencies, better utilization of the leadership and staff, and better allocation of resources. In addition, staff is recommending a re-structure of the Systems Section of the Information Technology Department after a review of classifications, responsibilities and departmental needs. These classification changes result in reclassifying 7.0 FTE and better reflects work currently being done by employees plus addresses operational needs of the organization.
- A new 1.0 FTE Utility Technician was authorized in the original 2014 Pay Plan in the Utility Fund to support Wastewater operations. In addition, Staff is recommending the reallocation of a vacant 0.4 FTE Building Inspector position to a 0.4 FTE Secretary position and adding 0.1 FTE Secretary in the amended 2014 General Fund to create a 0.5 FTE that will support the Division's administrative function. Additionally, 0.25 FTE is proposed in the 2014 amended Utility Fund Budget to add to an existing 0.75 FTE Laboratory Aide in the Water Quality group of the Utilities Planning and Engineering Division. This would result in a 1.0 FTE and will improve drinking water quality sampling and technical support for utilities operations.
- Funds are included in the proposed amendment to the Adopted 2014 Budget for the changes recommended in this agenda memorandum.

Expenditure Required: $837,754
Source of Funds: Distributed throughout the General, Water, Wastewater, Legacy, Heritage, Stormwater, Fleet, Risk, Parks, Open Space& Trails (POST), Community Development Block Grant, General Capital Improvement, Property and Liability Funds

Policy Issue

Should City Council approve revisions to the previously approved 2014 Pay Plan described in this report?

Alternative

Approve a Pay Plan that does not incorporate the changes proposed for 2014. Staff does not recommend this as an alternative since the recommended actions will continue to keep the City's pay structure and wages, as part of a total compensation package, at a level that is competitive in the City's labor markets.

Background Information

As part of the regular two-year budget development cycle, salary data for the City's benchmark positions is reviewed with aligned positions adjusted based on the recommended changes. This formal review of the pay and classification system was conducted in 2012 for the 2013/2014 budget and is anticipated in 2014 in preparation for the 2015/2016 budget development.

Pay Plan Market Adjustment: City Council authorized a 1% Market Adjustment to the Non-Exempt, Exempt and Administrative Officer Pay Plans in 2013. In addition, new Police Non-Exempt Sworn and Fire Non-Exempt Commissioned Pay Plans were created in 2013. Staff is recommending a 1% market adjustment to the Non-Exempt, including Police and Fire Pay Plans, Exempt and Administrative Pay Plans, as part of the amendment to the Adopted 2014 Budget. The recommended increase means that the pay ranges would adjust by 1% in all listed pay plans with all Non-Exempt incumbent employees within those pay plans receiving a 1% market adjustment the first full pay period in 2014. The Exempt and Administrative Officer Pay Plans ranges will increase by 1% and employees will be eligible for salary increases based on merit within their ranges. Staff believes that this adjustment will help keep the City's Pay Plans within market and ensure competitive wages.

Step and Merit Salary Adjustments: In addition to the proposed 1% market adjustment to all Non-Exempt as well as the Exempt and Administrative Officer Pay Plans, the Adopted 2014 Budget includes step and merit increases for eligible employees at their performance reviews.

Position Reclassifications: As part of the regular two-year budget development cycle, salary data for the City's benchmark positions is reviewed with aligned positions adjusted with the recommended changes. To ensure the competitive positioning and integrity of the City's pay structure, Department requests are considered during the mid-year budget cycle for a thorough review of specific classifications, primarily non-benchmark positions, to ensure the job is classified appropriately and paid at market. In the mid-year analysis, 35 classification requests were reviewed by staff with 25 recommendations proposed for position reclassifications, classification upgrades and job title changes. A summary of proposed reclassifications was presented to Council in the September 16, 2013, Staff Report and reflected in the attached proposed amended Pay Plans.

Minimum Wage Adjustments: The City is committed to paying Federal and State Minimum Wages with Council authorization to make adjustments as necessary with changes in minimum wage requirements. Staff is anticipating changes in 2014 to six classifications in the Hourly and Seasonal Pay Plans.

Parks, Recreation and Libraries Department Re-organization: A recommendation for the 2014 Amended Pay Plan includes a proposed department re-organization. The proposed reclassifications, title and grade adjustments in PR&L impacts 12 Full-Time Equivalents (FTE) and comes after a thorough investment of time in the last 15 months surveying, assessing and discussing the needs of residents and non-resident customers with City leaders, citizens, staff, and management. From this thorough review, and with the mid-year budget cycle, recommendations are being made to modify the department structure in order to create efficiencies, generate increased revenue, better utilize leadership and staff, and better align resources to strategic priorities.

Overall, this reorganization is intended to streamline and centralize key functions to be more efficient and strategic that had been decentralized previously within the PR&L Department. This is the initial reorganization that primarily focuses on the supervisory level and associated responsibilities; subsequent account changes may occur with the 2015/2016 Budget as Staff refines reporting structures. The reorganization primarily affects the PR&L Administration and the Recreation Divisions.

For the Administration Division, four positions are proposed to be reallocated from existing FTE to this division:

- A 1.0 FTE Community Outreach Coordinator is proposed to be created by reallocating a vacant 1.0 FTE Custodian from West View Recreation Center; this function has transitioned to contractual custodial services that better meet the needs of the facility. The new position will oversee the marketing and community outreach efforts of the department, working to more strategically brand and promote the City's recreation (all facilities, parks and programming) and library opportunities. This position will oversee grants for programs and operations and strategic alternative revenue development. This position will work with the existing 1.0 FTE Management Assistant that supports the Westminster Legacy Foundation (currently in Administration), 0.6 FTE Recreation Specialist/Marketing (currently in Recreation Programs), and 0.8 FTE Recreation Specialist/Special Events (currently in Recreation Programs) positions that will be reassigned to this division.
- A 1.0 FTE City Park Superintendent is proposed to be created by reallocating a 1.0 FTE Recreation Supervisor at City Park Recreation and City Park Fitness Centers. This new position will oversee all of the City Park operations – City Park Recreation Center, City Park Fitness Center and City Park grounds (including the Promenade). City Park is the crown jewel of the City's parks and recreation operations; centralizing management and operations under one position will help facilitate programming and management of the site and better coordinate various events and opportunities at City Park. This position will supervise the two recreation facilities as well as the park foreman, crewleader and crew that maintains the grounds.
- A 1.0 FTE Aquatics Supervisor position is proposed to be created by reallocating vacant FTE from the Golf Course Fund (no financial impact to the Golf Course Fund). This new position will oversee and supervise all of the aquatics programming, including full-time, part-time and hourly lifeguards of all three City pools (City Park, Swim & Fitness, and Countryside). All of the current lifeguard positions will move under the supervision of this position. Centralizing the aquatics program will ensure consistent training curriculum (both for staff and swimming lessons), cross training of staff at the different facilities, and reinforce the importance of the safety role in which the lifeguards serve.
- A 1.0 FTE Senior Management Analyst position is proposed to be created by reallocating a vacant 0.5 FTE Library Specialist and a vacant 0.5 FTE Library Clerk I/II. This position will focus on sustainability through best business management practices and procedures. It will help develop and coordinate the department budget (both operating and capital improvement), coordinate citywide reports (such as the CIP Status Report, workplan, etc.), coordinate the department's performance measurement program, and work on a variety of special projects.

In addition, the Recreation Division will be reorganized with the reclassified position of Recreation Facilities Superintendent. The Facilities Superintendent position will have supervision of West View Recreation Center, The MAC, and Swim and Fitness Center. Standley Lake will be permanently moved to the Recreation Division as a section.

These recommendations as part of the proposed department re-organization are listed within the staffing section of the September 16, 2013, Staff Report's attachments. The proposed re-organization is FTE neutral.

Information Technology Department Re-organization: A recommendation for the 2014 Amended Pay Plan includes a proposed re-organization to the Information Systems Section after a review of classifications, responsibilities and departmental needs. These classification changes result in exemption changes for 4.0 FTE. From this analysis, Staff is recommending reclassifying 7.0 FTE Exempt System Analyst/Senior System Analyst to 4.0 Non-Exempt Technical Support Specialist/Senior Technical Support Specialist FTEs and 3.0 Exempt Systems Administrator FTEs. Staff believes this structure clarifies FLSA exemption status and better reflects work currently being done by employees and operational needs of the organization. The proposed structure also allows the department to better adapt to future changes in the technology industry.

New Full Time Equivalents (FTE): A new 1.0 FTE Utility Technician was authorized in the 2014 Pay Plan in the Utility Fund to support Wastewater operations. In addition, Staff is recommending the reallocation of a vacant 0.4 FTE Building Inspector position to a 0.4 FTE Secretary position and adding 0.1 FTE Secretary in the amended 2014 General Fund to create a 0.5 FTE that will support the Division's administrative function, including assisting with the plan review process and inspection scheduling. An additional 0.25 FTE is proposed in the 2014 amended Utility Fund to add to an existing 0.75 FTE Laboratory Aide in the Water Quality group of the Utilities Planning and Engineering Division. This would result in a 1.0 FTE and will improve drinking water quality sampling and technical support for utilities operations. These recommendations result in a net 0.35 FTE increase in the 2014 Amended FTE Staffing allocation, totaling 918.741 FTE.

These pay plan recommendations impact all five of the City's Strategic Plan Goals: Strong, Balanced Local Economy; Safe and Healthy Community; Financially Sustainable City Government Providing Exceptional Services; Vibrant Neighborhoods in One Livable Community; and Beautiful and Environmentally Sensitive City as one facet of a total compensation package that facilitates the attraction and retention of quality employees charged with the achievement of City service delivery.

Funding for all the proposed pay plan changes has been included in the recommended 2014 Amended Budget.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Resolution
A. Pay Plan
B. Change Sheet
C. PR&L Change Sheet
D. New Position Sheet

RESOLUTION

RESOLUTION NO. **28** INTRODUCED BY COUNCILLORS

SERIES OF 2013 _____

A RESOLUTION AMENDING THE 2014 PAY PLAN

WHEREAS, Section 1-24-2 of the Westminster Municipal Code provides that the City Council, upon recommendation of the City Manager, shall by resolution establish the salary schedule for all position classifications in the municipal service; and

WHEREAS, City Council previously approved the 2014 salary schedule as part of the 2013/2014 City Budget approval process; and

WHEREAS, the City Manager is recommending a 1.0% market adjustment of regular, non-exempt employees as well as the non-exempt pay ranges and adjustments of 1.0% to the top of the ranges for exempt and administrative officer positions on January 13, 2014 which is the beginning of the first full pay period of 2014; and

WHEREAS, a number of reclassifications, new classifications, new Full-Time Equivalents (FTE), and title adjustments are also recommended as a result of organizational changes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the attached new salary schedule and the authorized personnel schedule described above are hereby adopted and approved and shall be put into effect on January 13, 2014.

PASSED AND ADOPTED this 14th day of October, 2013.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

WESTMINSTER

2014

Proposed Pay Plan

City of Westminster
Department of General Services
Human Resources Division

4800 West 92nd Avenue
Westminster, CO 80031

Phone: (303) 658-2150
Fax: (303) 706-3924
Website: www.cityofwestminster.us

Attachment A

City of Westminster
2014 Budget
2014 Proposed Pay Plan

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City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
City Attorney's Office				
10003120				
	City Attorney's Office Section			
	Administrative Coordinator	1.000	1.000	1.000
	Assistant City Attorney I/II	3.150	3.150	2.150
	City Attorney	1.000	1.000	1.000
	Deputy City Attorney	0.000	0.000	1.000
	Legal Secretary	0.800	0.800	1.800
	Paralegal	1.000	1.000	1.000
	Secretary	*1.000*	*1.000*	*0.000*
	City Attorney's Office Section Sum	**7.950**	**7.950**	**7.950**
100031200125				
	Prosecuting Section			
	Assistant Prosecuting Attorney	1.700	1.700	1.700
	Lead Prosecuting Attorney	0.750	0.750	0.750
	Legal Secretary	0.000	0.000	0.500
	Secretary	1.000	1.000	0.500
	Prosecuting Section Sum	**3.450**	**3.450**	**3.450**
100031200911				
	Public Safety			
	Assistant City Attorney I/II	0.250	0.250	0.250
	Assistant Prosecuting Attorney	1.300	1.300	1.300
	Lead Prosecuting Attorney	0.250	0.250	0.250
	Legal Secretary	0.500	0.500	0.500
	Public Safety Sum	**2.300**	**2.300**	**2.300**
City Attorney's Office Total		**13.700**	**13.700**	**13.700**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
City Manager's Office				
10005050				
	City Manager's Office Section			
	Administrative Secretary	2.000	2.000	2.000
	Assistant City Manager	1.000	1.000	1.000
	Assistant to the City Manager	1.000	1.000	1.000
	City Manager	1.000	1.000	1.000
	Deputy City Manager	1.000	1.000	1.000
	Executive Secretary to City Manager	1.000	1.000	1.000
	Senior Management Analyst	1.000	1.000	1.000
	City Manager's Office Section Sum	**8.000**	**8.000**	**8.000**
100050500387				
	Public Information Section			
	Communication and Outreach Manager	0.000	0.000	1.000
	Public Information Officer	*1.000*	*1.000*	*0.000*
	Public Information Specialist	1.000	1.000	1.000
	Senior Public Information Specialist	1.000	1.000	1.000
	Public Information Section Sum	**3.000**	**3.000**	**3.000**
Economic Development Division				
10005340				
	Administrative Secretary	1.000	1.000	1.000
	Economic Development Manager	1.000	1.000	1.000
	Economic Development Officer	1.000	1.000	1.000
	Economic Development Specialist	1.000	1.000	1.000
	Economic Development Division Section Sum	**4.000**	**4.000**	**4.000**
City Manager's Office Sum		**15.000**	**15.000**	**15.000**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Community Development Department				
Administration Division				
10030050				
	Administrative Coordinator	1.000	1.000	1.000
	Community Development Director	1.000	1.000	1.000
	Secretary	1.600	1.600	1.600
	Senior Projects Coordinator	1.000	1.000	1.000
Administration Division Total		**4.600**	**4.600**	**4.600**
Building Division				
10030370				
	Building Division Section			
	Applications Specialist	0.000	0.000	1.000
	Assistant Building Plans Analyst	1.500	1.500	1.500
	Building Inspection Supervisor	1.000	1.000	1.000
	Building Permit Technician	1.000	1.000	1.000
	Building Plans Analyst	1.000	1.000	1.000
	Chief Building Official	1.000	1.000	1.000
	Electrical Inspector	2.000	2.000	2.000
	General Building Inspector	4.000	4.000	3.600
	Housing Inspector	1.000	1.000	1.000
	Lead Housing Inspector	1.000	1.000	1.000
	Secretary	1.500	1.500	1.000
	Building Division Section Sum	**15.000**	**15.000**	**15.100**
100303700911				
	Public Safety			
	Assistant Building Plans Analyst	1.000	1.000	1.000
	Public Safety Sum	**1.000**	**1.000**	**1.000**
Building Division Total		**16.000**	**16.000**	**16.100**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Engineering Division				
10030380				
	Assistant City Engineer	1.000	1.000	1.000
	Capital Projects Inspector	1.000	1.000	1.000
	City Engineer	1.000	1.000	1.000
	Construction Inspector	0.000	0.000	2.000
	Engineer/Senior Engineer	2.500	2.500	2.500
	Engineering Construction Inspector	*2.000*	*2.000*	*0.000*
	GIS Coordinator	1.000	1.000	1.000
	GIS Specialist	1.000	1.000	1.000
	Secretary	0.500	0.500	0.500
	Senior Projects Engineer	1.000	1.000	1.000
	Traffic Technician	1.000	1.000	1.000
	Transportation Systems Coordinator	1.000	1.000	1.000
Engineering Division Total		**13.000**	**13.000**	**13.000**
Planning Division				
10030360				
	Associate Planner	0.000	0.000	2.000
	Code Enforcement Officer	0.500	0.500	0.500
	Construction Inspector	0.000	0.000	1.000
	Landscape Planner	1.000	1.000	1.000
	Official Development Plan Inspector	*1.000*	*1.000*	*0.000*
	Planner / Senior Planner	0.000	0.000	4.200
	Planner I/II/III	*4.200*	*4.200*	*0.000*
	Planning Aide	1.000	1.000	1.000
	Planning Manager	1.000	1.000	1.000
	Planning Technician	*2.000*	*2.000*	*0.000*
	Principal Planner	1.000	1.000	1.000
	Records Management Technician	1.000	1.000	1.000
	Secretary	0.500	0.500	0.500
	Senior Urban Designer	1.000	1.000	1.000
Planning Division Total		**14.200**	**14.200**	**14.200**
Community Development Department Sum		**47.800**	**47.800**	**47.900**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Finance Department				
Administration Division				
10015050				
	Accounting Technician/Retirement	0.500	0.500	0.500
	Administrative Secretary	1.000	1.000	1.000
	Finance Director	1.000	1.000	1.000
	Purchasing Officer	1.000	1.000	1.000
	Retirement Administrator	1.000	1.000	1.000
Administration Division Total		**4.500**	**4.500**	**4.500**
Accounting Division				
10015220				
	Accounting Division Section			
	Accountant	3.500	3.500	3.500
	Accounting Manager	1.000	1.000	1.000
	Accounting Specialist	1.000	1.000	1.000
	Accounting Technician	3.500	3.500	3.500
	Accounting Division Section Sum	**9.000**	**9.000**	**9.000**
100152200911				
	Public Safety			
	Accountant	0.500	0.500	0.500
	Accounting Technician	1.000	1.000	1.000
	Public Safety Sum	**1.500**	**1.500**	**1.500**
Accounting Division Total		**10.500**	**10.500**	**10.500**
Sales Tax Division				
10015250				
	Sales Tax Division Section			
	Revenue Agent	1.000	1.000	1.000
	Sales Tax Audit Supervisor	1.000	1.000	1.000
	Sales Tax Auditor	4.000	4.000	4.000
	Sales Tax Manager	1.000	1.000	1.000
	Sales Tax Technician	1.000	1.000	1.000
	Sales Tax Division Section Sum	**8.000**	**8.000**	**8.000**
100152500911				
	Public Safety			
	Accountant	0.500	0.500	0.500
	Public Safety Sum	**0.500**	**0.500**	**0.500**
Sales Tax Division Total		**8.500**	**8.500**	**8.500**
Treasury Division				
10015240				
	Financial Analyst	1.000	1.000	1.000
	Revenue Services Representative	1.000	1.000	1.000
	Senior Financial Analyst	1.000	1.000	1.000
	Treasury Manager	1.000	1.000	1.000
Treasury Division Total		**4.000**	**4.000**	**4.000**
Finance Department Sum		**27.500**	**27.500**	**27.500**

City of Westminster
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2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Fire Department				
Emergency Services Division				
10025260				
	Emergency Services Division Section			
	Administrative Secretary	1.000	1.000	1.000
	Battalion Chief	3.000	3.000	3.000
	Deputy Chief/Administration	1.000	1.000	1.000
	Deputy Chief/Operations	1.000	1.000	1.000
	Fire Captain	6.000	6.000	6.000
	Fire Chief	1.000	1.000	1.000
	Fire Engineer	21.000	21.000	21.000
	Fire Lieutenant	15.000	15.000	15.000
	Fire Lieutenant - Field Training Officer	1.000	1.000	1.000
	Fire Lieutenant - Technical Services Coordinator	1.000	1.000	1.000
	Fire Training Coordinator	1.000	1.000	1.000
	Firefighter I/II	39.000	39.000	39.000
	Secretary	2.500	2.500	2.500
	Emergency Services Division Section Sum	**93.500**	**93.500**	**93.500**
100252600546				
	EMS Section			
	Battalion Chief	0.000	0.000	1.000
	EMS Coordinator	*1.000*	*1.000*	*0.000*
	Fire Lieutenant - EMS Field Coordinator	2.000	2.000	2.000
	Fire Paramedic	33.000	33.000	33.000
	EMS Section Sum	**36.000**	**36.000**	**36.000**
Emergency Services Division Total		**129.500**	**129.500**	**129.500**
Fire Prevention Division				
100252600547				
	Emergency Management Coordinator	0.800	0.800	0.800
	Fire Lieutenant - Fire Investigator	1.000	1.000	1.000
	Fire Lieutenant - Fire Plans Examiner/Inspector	1.000	1.000	1.000
	Fire Marshal	1.000	1.000	1.000
	Management Analyst	0.000	0.000	1.000
	Public Information Specialist	2.000	2.000	1.000
Fire Prevention Division Total		**5.800**	**5.800**	**5.800**
Fire Department Sum		**135.300**	**135.300**	**135.300**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
General Services Department				
Administration Division				
10012050				
	Administration Division Section			
	Administrative Secretary	1.000	1.000	1.000
	General Services Director	1.000	1.000	1.000
	Human Resources Analyst/HRIS	1.000	1.000	1.000
	Senior Projects Officer	1.000	1.000	1.000
	Administration Division Section Sum	**4.000**	**4.000**	**4.000**
100120500015				
	Volunteer Programs Section			
	Volunteer Coordinator	1.000	1.000	1.000
	Volunteer Programs Section Sum	**1.000**	**1.000**	**1.000**
Administration Division Total		**5.000**	**5.000**	**5.000**
Building Operations & Maintenance Division				
10012390				
	Carpenter	1.000	1.000	1.000
	Contract Services Coordinator	1.000	1.000	1.000
	Electromechanic Specialist	2.000	2.000	2.000
	Facilities Manager	1.000	1.000	1.000
	Facilities Supervisor	0.000	0.000	1.000
	Foreman	*1.000*	*1.000*	*0.000*
	HVAC Specialist	2.000	2.000	2.000
	Maintenanceworker/Senior Maintenanceworker	3.000	3.000	3.000
	Secretary	1.000	1.000	1.000
Building Operations & Maintenance Division Total		**12.000**	**12.000**	**12.000**
City Clerk's Office				
10012070				
	City Clerk's Office Division Section			
	City Clerk	1.000	1.000	1.000
	Deputy City Clerk	1.000	1.000	1.000
	Information/Records Management Coordinator	1.000	1.000	1.000
	Messenger	0.500	0.500	0.500
	Secretary	0.500	0.500	0.500
	Switchboard Operator	1.116	1.116	1.116
	City Clerk's Office Division Section Sum	**5.116**	**5.116**	**5.116**
100120700135				
	Print Shop			
	Press Operator Assistant	1.000	1.000	1.000
	Print Shop Coordinator	1.000	1.000	1.000
	Print Shop Sum	**2.000**	**2.000**	**2.000**
City Clerk's Office Total		**7.116**	**7.116**	**7.116**

City of Westminster
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2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Human Resources Division-ED&B				
10012060				
	Employee Development and Benefits Division Section			
	Employee Development and Benefits Manager	1.000	1.000	1.000
	Human Resources Analyst/Senior Human Resources Analyst	1.000	1.000	1.000
	Employee Development and Benefits Division Section Sum	**2.000**	**2.000**	**2.000**
100120600544				
	Employee Development and Benefits Section - Wellness			
	Recreation Specialist - Wellness	*1.000*	*1.000*	*0.000*
	Wellness Program Coordinator	0.000	0.000	1.000
	Employee Development and Benefits Section - Wellness Sum	**1.000**	**1.000**	**1.000**
100120600612				
	Employee Development and Benefits Division Section - Training			
	Employee Development Analyst	*1.000*	*1.000*	*0.000*
	Employee Development Coordinator	0.000	0.000	1.000
	Employee Development and Benefits Division Section - Training Sum	**1.000**	**1.000**	**1.000**
Human Resources Division-ED&B Total		**4.000**	**4.000**	**4.000**
Human Resources Division-WP&C				
10012060				
	Workforce Planning and Compensation Division Section			
	Human Resources Analyst/Senior Human Resources Analyst	3.000	3.000	3.000
	Human Resources Technician	2.000	2.000	2.000
	Secretary	2.050	2.050	2.050
	Workforce Planning and Compensation Manager	1.000	1.000	1.000
	Workforce Planning and Compensation Division Section Sum	**8.050**	**8.050**	**8.050**
100120600911				
	Workforce Planning and Compensation Division Section - Public Safety			
	Human Resources Analyst/Recruitment	1.000	1.000	1.000
	Workforce Planning and Compensation Division Section - Public Safety Sun	**1.000**	**1.000**	**1.000**
Human Resources Division-WP&C Total		**9.050**	**9.050**	**9.050**
Human Resources Division-Risk				
100120500552				
	Environmental Analyst	1.000	1.000	1.000
Human Resources Division-Risk Total		**1.000**	**1.000**	**1.000**
Human Resources Total		**14.050**	**14.050**	**14.050**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Municipal Court				
10012130				
	Municipal Court Section			
	Associate Judge	0.800	0.800	0.800
	Collections Supervisor	*1.000*	*1.000*	*0.000*
	Court Administrator	1.000	1.000	1.000
	Court Financial/Technical Supervisor	0.000	0.000	1.000
	Deputy Court Administrator	1.000	1.000	1.000
	Deputy Court Clerk	10.300	10.300	10.300
	Municipal Judge	1.000	1.000	1.000
	Municipal Court Section Sum	**15.100**	**15.100**	**15.100**
100121300130				
	Probation Section			
	Deputy Court Clerk	1.000	1.000	1.000
	Probation Officer	1.500	1.500	1.500
	Probation Supervisor	1.000	1.000	1.000
	Probation Section Sum	**3.500**	**3.500**	**3.500**
100121300911				
	Probation - Public Safety			
	Probation Officer	0.500	0.500	0.500
	Probation - Public Safety Sum	**0.500**	**0.500**	**0.500**
	Municipal Court - Public Safety			
	Deputy Court Clerk	1.500	1.500	1.500
	Municipal Court - Public Safety Sum	**1.500**	**1.500**	**1.500**
Municipal Court Total		**20.600**	**20.600**	**20.600**
General Services Department Sum		**58.766**	**58.766**	**58.766**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Parks, Recreation and Libraries Department				
Administration Division				
10050050				
	Administration Division Section			
	Administrative Coordinator	1.000	1.000	1.000
	Applications Specialist	1.000	1.000	1.000
	Management Assistant	1.200	1.200	1.200
	Parks, Recreation and Libraries Director	1.000	1.000	1.000
	PR&L Community Outreach Coordinator	0.000	0.000	1.000
	Regional Parks and Golf Manager	*1.000*	*1.000*	*0.000*
	PRL Operations Manager	0.000	0.000	1.000
	Secretary	3.000	3.000	3.000
	Senior Management Analyst	0.000	0.000	1.000
Administration Division Total		**8.200**	**8.200**	**10.200**
Library Services Division				
10050620				
	Librarian I	6.100	6.100	6.100
	Librarian II	2.000	2.000	2.000
	Library Associate I/II	7.700	7.700	6.700
	Library Clerk I/II	9.250	9.250	8.750
	Library Network Specialist	1.000	1.000	1.000
	Library Services Coordinator	5.000	5.000	5.000
	Library Services Manager	1.000	1.000	1.000
	Library Shelver	5.225	5.225	5.225
	Library Specialist	1.000	1.000	1.500
	Library Supervisor	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
Library Services Division Total		**40.275**	**40.275**	**39.275**
Recreation Facilities Division				
10050720				
	Recreation Facilities Division Section			
	Recreation Services Manager	0.500	0.500	0.500
	Recreation Facilities Division Section Sum	**0.500**	**0.500**	**0.500**
100507200505				
	Fitness Section			
	Recreation Program Assistant	0.500	0.500	0.500
	Recreation Specialist	1.000	1.000	1.000
	Fitness Section Sum	**1.500**	**1.500**	**1.500**
100507200860				
	City Park Recreation Center			
	Assistant Pool Manager	*2.000*	*2.000*	*0.000*
	Assistant Recreation Supervisor	1.000	1.000	0.500
	City Park Superintendent	0.000	0.000	0.500
	Custodian	1.500	1.500	1.500
	Facility Assistant	2.700	2.700	2.700
	Guest Relations Clerk I/II	6.400	6.400	6.400
	Lead Lifeguard	*3.900*	*3.900*	*0.000*
	Recreation Specialist	*1.000*	*1.000*	*0.000*
	Recreation Supervisor - City Park	*0.500*	*0.500*	*0.000*
	City Park Recreation Center Sum	**19.000**	**19.000**	**11.600**

City of Westminster
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2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
100507200861				
	City Park Fitness Center			
	Assistant Recreation Supervisor	0.000	0.000	0.500
	City Park Superintendent	0.000	0.000	0.500
	Custodian	1.000	1.000	1.000
	Facility Assistant	1.500	1.500	1.500
	Guest Relations Clerk I/II	4.300	4.300	4.300
	Recreation Aide	0.500	0.500	0.500
	Recreation Supervisor - City Park	*0.500*	*0.500*	*0.000*
	City Park Fitness Center Sum	**7.800**	**7.800**	**8.300**
100507200963				
	Swim and Fitness Center			
	Assistant Pool Manager	*2.000*	*2.000*	*0.000*
	Facility Assistant	1.600	1.600	1.600
	Guest Relations Clerk I/II	3.500	3.500	3.500
	Lead Lifeguard	*3.900*	*3.900*	*0.000*
	Recreation Aide	0.500	0.500	0.500
	Recreation Specialist	*1.000*	*1.000*	*0.000*
	Recreation Supervisor - Swim and Fitness	1.000	1.000	1.000
	Swim and Fitness Center Sum	**13.500**	**13.500**	**6.600**
100507200967				
	West View Recreation Center			
	Custodian	*1.000*	*1.000*	*0.000*
	Facility Assistant	1.600	1.600	1.600
	Guest Relations Clerk I/II	3.900	3.900	3.900
	Recreation Aide	0.500	0.500	0.500
	Recreation Supervisor - West View	1.000	1.000	1.000
	West View Recreation Center Sum	**8.000**	**8.000**	**7.000**
Recreation Facilities Division Total		**50.300**	**50.300**	**35.500**
Recreation Programs Division				
10050760				
	Recreation Programs Division Section			
	Facility Assistant	1.750	1.750	1.750
	Recreation Program Assistant	1.000	1.000	1.000
	Recreation Services Manager	0.500	0.500	0.500
	Recreation Specialist	4.000	4.000	4.000
	Recreation Supervisor - Sports	1.000	1.000	1.000
	Recreation Programs Division Section Sum	**8.250**	**8.250**	**8.250**
100507600017				
	The MAC			
	Facility Assistant	1.600	1.600	1.600
	Guest Relations Clerk I/II	1.900	1.900	1.900
	Recreation Aide	0.600	0.600	0.600
	Recreation Specialist	1.000	1.000	1.000
	Recreation Supervisor - The MAC	1.000	1.000	1.000
	The MAC Sum	**6.100**	**6.100**	**6.100**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
100507600035				
	Westminster Sports Center			
	Facility Assistant	0.250	0.250	0.250
	Recreation Program Assistant	0.500	0.500	0.500
	Westminster Sports Center Sum	**0.750**	**0.750**	**0.750**
100507600532				
	Arts Program Section			
	Recreation Program Assistant	0.500	0.500	0.500
	Arts Program Section Sum	**0.500**	**0.500**	**0.500**
Recreation Programs Division Total		**15.600**	**15.600**	**15.600**
Park Services Division				
10050550				
	Park Services Section			
	Crewleader	3.000	3.000	3.000
	Equipment Mechanic	2.000	2.000	2.000
	Foreman	2.000	2.000	2.000
	Park Services Manager	1.000	1.000	1.000
	Parks Specialist	3.000	3.000	3.000
	Parksworker I/II	5.000	5.000	5.000
	Park Services Section Sum	**16.000**	**16.000**	**16.000**
10050690				
	Design/Development Section			
	Equipment Operator II	2.000	2.000	2.000
	Landscape Architect I/II	0.800	0.800	0.800
	Park Supervisor	*1.000*	*1.000*	*0.000*
	Parks Specialist	1.000	1.000	1.000
	Parks Superintendent	0.000	0.000	1.000
	Design/Development Section Sum	**4.800**	**4.800**	**4.800**
Park Services Division Total		**20.800**	**20.800**	**20.800**
Standley Lake				
10050660				
	Standley Lake Section			
	Lake Operations Coordinator	1.000	1.000	1.000
	Park Ranger	2.000	2.000	2.000
	Senior Park Ranger	1.000	1.000	1.000
	Standley Lake Section Sum	**4.000**	**4.000**	**4.000**
Standley Lake Total		**4.000**	**4.000**	**4.000**
Aquatics				
100507200511				
	Aquatics Section			
	Aquatics Supervisor	0.000	0.000	1.000
	Assistant Pool Manager	0.000	0.000	4.000
	Lead Lifeguard	0.000	0.000	7.800
	Recreation Specialist	0.000	0.000	1.000
	Recreation Specialist	0.000	0.000	1.000
Aquatics Total		**0.000**	**0.000**	**14.800**
Parks, Recreation and Libraries Department Sum		**139.175**	**139.175**	**139.175**

City of Westminster
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2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Police Department				
Administration Division				
10020050				
	Administrative Coordinator	1.000	1.000	1.000
	Police Chief	1.000	1.000	1.000
	Senior Management Analyst	1.000	1.000	1.000
Administration Division Total		**3.000**	**3.000**	**3.000**
Police Patrol Services Division				
10020500				
	Administration Section			
	Deputy Police Chief	1.000	1.000	1.000
	Equipment Services Assistant	1.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	5.000	5.000	5.000
	Secretary	0.800	0.800	0.800
	Sergeant	1.000	1.000	1.000
	Administration Section Sum	**9.800**	**9.800**	**9.800**
100205000348				
	Traffic Section			
	Crime Analyst	1.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	15.000	15.000	15.000
	Sergeant	2.000	2.000	2.000
	Traffic Accident Investigator	4.000	4.000	4.000
	Traffic Section Sum	**23.000**	**23.000**	**23.000**
100205000349				
	Patrol Section			
	Police Commander	3.000	3.000	3.000
	Police Officer/Senior Police Officer	90.000	90.000	90.000
	Report Specialist	2.000	2.000	2.000
	Sergeant	13.000	13.000	13.000
	Patrol Section Sum	**108.000**	**108.000**	**108.000**
Police Patrol Services Division Total		**140.800**	**140.800**	**140.800**
Police Specialized Services Division				
10020300				
	Administration Section			
	Deputy Police Chief	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Administration Section Sum	**2.000**	**2.000**	**2.000**
100203000341				
	Professional Services Section			
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	7.000	7.000	7.000
	Secretary	0.800	0.800	0.800
	Professional Services Section Sum	**8.800**	**8.800**	**8.800**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
100203000342				
	Neighborhood Services Section			
	Animal Management Officer	3.500	3.500	3.500
	Animal Management Supervisor	1.000	1.000	1.000
	Code Enforcement Officer	5.000	5.000	5.000
	Code Enforcement Supervisor	1.000	1.000	1.000
	Code Enforcement Technician	1.000	1.000	1.000
	Neighborhood Services Specialist	1.000	1.000	1.000
	Neighborhood Services Section Sum	**12.500**	**12.500**	**12.500**
100203000343				
	Records and Property Section			
	Lead Police Records Technician	1.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Projects Specialist	0.000	0.000	0.000
	Police Records Supervisor	1.000	1.000	1.000
	Police Records Technician	11.000	11.000	11.000
	Property Evidence Technician	3.000	3.000	3.000
	Records and Property Section Sum	**17.000**	**17.000**	**17.000**
100203000344				
	Investigations Section			
	Criminalist/Senior Criminalist	3.000	3.000	3.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	31.000	31.000	31.000
	Secretary	1.500	1.500	1.500
	Sergeant	4.000	4.000	4.000
	Victim Advocate	3.000	3.000	3.000
	Victim Services Coordinator	1.000	1.000	1.000
	Investigations Section Sum	**44.500**	**44.500**	**44.500**
100203000345				
	Communications Section			
	Communications Specialist I/II	23.000	23.000	23.000
	Communications Supervisor	4.000	4.000	4.000
	Public Safety Communications Administrator	1.000	1.000	1.000
	Technical Services Coordinator	1.000	1.000	1.000
	Communications Section Sum	**29.000**	**29.000**	**29.000**
Police Specialized Services Division Total		**113.800**	**113.800**	**113.800**
Police Department Sum		**257.600**	**257.600**	**257.600**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Fund				
Public Works and Utilities Department				
Street Maintenance Division				
10035450				
	Equipment Operator I	4.000	4.000	4.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	2.000	2.000	2.000
	Maintenanceworker/Senior Maintenanceworker	9.000	9.000	9.000
	Pavement Management Coordinator	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Street Inspector	3.000	3.000	3.000
	Street Operations Manager	1.000	1.000	1.000
	Street Projects Specialist	1.000	1.000	1.000
Street Maintenance Division Total		**24.000**	**24.000**	**24.000**
Public Works and Utilities Department Sum		**24.000**	**24.000**	**24.000**
Westminster Promenade Activities				
Parks, Recreation and Libraries Department				
100505500106				
	Parks Promenade			
	Parksworker I/II	2.000	2.000	2.000
	Parks Promenade Sum	**2.000**	**2.000**	**2.000**
Patrol Promenade				
100205000106				
	Patrol Promenade			
	Police Officer/Senior Police Officer	4.000	4.000	4.000
	Patrol Promenade Sum	**4.000**	**4.000**	**4.000**
General Fund Total		**724.841**	**724.841**	**725.941**

City of Westminster
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2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Utility Fund				
Community Development Department				
Engineering Division				
25030380				
	Engineer/Senior Engineer	1.500	1.500	1.500
	GIS Technician	1.000	1.000	1.000
Engineering Division Total		**2.500**	**2.500**	**2.500**
Community Development Department Sum		**2.500**	**2.500**	**2.500**
Finance Department				
Treasury Division				
20015240				
	Revenue Services Representative	3.000	3.000	3.000
	Utility Billing Supervisor	1.000	1.000	1.000
Treasury Division Total		**4.000**	**4.000**	**4.000**
Finance Department Sum		**4.000**	**4.000**	**4.000**
Information Technology Department				
Information Technology				
20060230				
	Information Technology Section			
	Administrative Secretary	1.000	1.000	1.000
	ERP Software Engineer	0.000	0.000	1.000
	Information Systems Manager	1.000	1.000	1.000
	Information Technology Director	1.000	1.000	1.000
	Internet Software Engineer	2.000	2.000	2.000
	IT Systems Supervisor	0.000	0.000	2.000
	Lead Software Engineer	2.000	2.000	2.000
	Network Administrator	0.600	0.600	0.600
	Network Systems Technician	0.500	0.500	0.500
	Senior Telecommunications Administrator	1.000	1.000	1.000
	Software Engineer I/II	5.500	5.500	4.500
	Software Engineering Manager	1.000	1.000	1.000
	Systems Administrator	0.000	0.000	2.700
	Systems Analyst Supervisor	*2.000*	*2.000*	*0.000*
	Systems Analyst/Senior Systems Analyst	*6.700*	*6.700*	*0.000*
	Technical Support Specialist / Senior Technical Support Specialist	0.000	0.000	4.000
	Information Technology Section Sum	**24.300**	**24.300**	**24.300**
200602300911				
	Information Technology Section - Public Safety			
	Network Administrator	0.400	0.400	0.400
	Software Engineer I/II	0.300	0.300	0.300
	Systems Administrator	0.000	0.000	0.300
	Systems Analyst/Senior Systems Analyst	*0.300*	*0.300*	*0.000*
	Information Technology Section - Public Safety Sum	**1.000**	**1.000**	**1.000**
Information Technology Department Sum		**25.300**	**25.300**	**25.300**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Utility Fund				
Public Works and Utilities Department				
Water Administration Division				
20035050				
	Administrative Secretary	1.000	1.000	1.000
	Public Works and Utilities Director	1.000	1.000	1.000
	Senior Management Analyst	1.000	1.000	1.000
Water Administration Division Total		**3.000**	**3.000**	**3.000**
Utilities Operations Division				
20035470				
	Water Field Operations Section			
	Distribution and Collection Superintendent	1.000	1.000	1.000
	Equipment Operator I	2.000	2.000	2.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	3.000	3.000	3.000
	Secretary	2.000	2.000	2.000
	Utilities Operations Manager	1.000	1.000	1.000
	Utilities Technician	1.000	1.000	1.000
	Water Field Operations Section Sum	**13.000**	**13.000**	**13.000**
20035490				
	Water Plant Section			
	Control Systems Engineer/Senior Engineer	0.500	0.500	0.500
	Control Systems Specialist	0.500	0.500	0.500
	Foreman	1.000	1.000	1.000
	Lead Plant Operator	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	2.000	2.000	2.000
	Plant Operator Trainee/Plant Operator IV	9.000	9.000	9.000
	Plant Superintendent	1.000	1.000	1.000
	Utilities Technician	2.000	2.000	2.000
	Water Plant Section Sum	**17.000**	**17.000**	**17.000**
21035470				
	Wastewater Field Operations Section			
	Equipment Operator I	1.000	1.000	1.000
	Foreman	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	2.000	2.000	2.000
	Utilities Systems Specialist	1.000	1.000	1.000
	Utilities Technician	4.000	4.000	4.000
	Wastewater Field Operations Section Sum	**9.000**	**9.000**	**9.000**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Utility Fund				
21035490				
	Wastewater Plant Section			
	Control Systems Engineer/Senior Engineer	0.500	0.500	0.500
	Control Systems Specialist	0.500	0.500	0.500
	Foreman	1.000	1.000	1.000
	Lead Plant Operator	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	Plant Operator Trainee/Plant Operator IV	9.000	9.000	9.000
	Plant Superintendent	1.000	1.000	1.000
	Utilities Technician	0.000	1.000	1.000
	Wastewater Plant Section Sum	**14.000**	**15.000**	**15.000**
200354700402				
	Meter Shop Section			
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	Utilities Systems Specialist	1.000	1.000	1.000
	Utilities Technician	3.000	3.000	3.000
	Meter Shop Section Sum	**5.000**	**5.000**	**5.000**
200354700497				
	Water Field Ops/Water Line Replacement			
	Equipment Operator I	2.000	2.000	2.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	6.000	6.000	6.000
	Water Field Ops/Water Line Replacement Sum	**11.000**	**11.000**	**11.000**
200354900023				
	PW&U Water Plants/Reclaimed			
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	PW&U Water Plants/Reclaimed Sum	**1.000**	**1.000**	**1.000**
210354900401				
	Biosolids			
	Equipment Operator II	3.000	3.000	3.000
	Biosolids Sum	**3.000**	**3.000**	**3.000**
200354700498				
	Water Field Operations Section-Team			
	Applications Specialist	0.000	0.000	1.000
	GIS Specialist	1.000	1.000	1.000
	Maintenance Management System Coordinator	1.000	1.000	1.000
	Secretary	2.500	2.500	1.500
	Water Field Operations Section-Team Sum	**4.500**	**4.500**	**4.500**
Utilities Operations Division Total		**77.500**	**78.500**	**78.500**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Utility Fund				
Utilities Planning and Engineering Division				
20035430				
	PW&U Engineering Section			
	Engineer/Senior Engineer	5.000	5.000	5.000
	Records Management Technician	1.000	1.000	1.000
	Senior Projects Engineer	1.000	1.000	1.000
	PW&U Engineering Section Sum	**7.000**	**7.000**	**7.000**
20035480				
	Water Resources Section			
	Engineer/Senior Engineer	2.000	2.000	2.000
	Management Analyst	*1.000*	*1.000*	*0.000*
	Project Specialist	0.000	0.000	1.000
	Reclaimed System Analyst	1.000	1.000	1.000
	Reclaimed Water System Coordinator	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Utilities Planning and Engineering Manager	1.000	1.000	1.000
	Water Resources Analyst	1.000	1.000	1.000
	Water Resources Engineering Coordinator	1.000	1.000	1.000
	Water Resources Technician	1.000	1.000	1.000
	Water Resources Section Sum	**10.000**	**10.000**	**10.000**
200354800943				
	Water Quality Section			
	Chemist	2.000	2.000	2.000
	Laboratory Aide	0.750	0.750	1.000
	Laboratory Analyst	1.000	1.000	1.000
	Water Quality Administrator	1.000	1.000	1.000
	Water Quality Specialist	1.000	1.000	1.000
	Water Quality Section Sum	**5.750**	**5.750**	**6.000**
210354800943				
	Laboratory Services Section			
	Chemist	1.000	1.000	1.000
	Laboratory Analyst	1.000	1.000	1.000
	Laboratory Services Coordinator	1.000	1.000	1.000
	Water Quality Specialist	1.000	1.000	1.000
	Laboratory Services Section Sum	**4.000**	**4.000**	**4.000**
Utilities Planning and Engineering Division Total		**26.750**	**26.750**	**27.000**
Public Works and Utilities Department Sum		**107.250**	**108.250**	**108.500**
Utility Fund Total		**139.050**	**140.050**	**140.300**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Fleet Maintenance Fund				
General Services Department				
Fleet Division				
30012460				
	Fleet Division Section			
	Applications Specialist	1.000	1.000	1.000
	Fleet Manager	1.000	1.000	1.000
	Foreman	1.000	1.000	1.000
	Mechanic I/II	5.000	5.000	5.000
	Secretary	0.500	0.500	0.500
	Fleet Division Section Sum	**8.500**	**8.500**	**8.500**
300124600911				
	Fleet - Public Safety			
	Fire Mechanic	1.000	1.000	1.000
	Fleet - Public Safety Sum	**1.000**	**1.000**	**1.000**
Fleet Division Total		**9.500**	**9.500**	**9.500**
Fleet Maintenance Fund Total		**9.500**	**9.500**	**9.500**
Property Liability Fund				
General Services Department				
Human Resources Division-Risk				
46010900				
	Risk Management Division Section			
	Risk Manager	1.000	1.000	1.000
	Risk/Claims Analyst	0.500	0.500	0.500
	Risk Management Division Section Sum	**1.500**	**1.500**	**1.500**
460109000911				
	Risk Management Division Section - Public Safety			
	Risk/Claims Analyst	0.500	0.500	0.500
	Risk Management Division Section - Public Safety Sum	**0.500**	**0.500**	**0.500**
Human Resources Division-Risk Total		**2.000**	**2.000**	**2.000**
Property Liability Fund Total		**2.000**	**2.000**	**2.000**
Medical/Dental Fund				
General Services Department				
Human Resources Division-ED&B				
49010900				
	Employee Development and Benefits Division Section - Benefits			
	Benefits Specialist	1.000	1.000	1.000
	Human Resources Technician	0.500	0.500	0.500
	Employee Development and Benefits Division Section - Benefits Sum	**1.500**	**1.500**	**1.500**
Medical/Dental Fund Total		**1.500**	**1.500**	**1.500**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Open Space Fund				
Community Development Department				
Administration				
54010900				
	Open Space Coordinator	1.000	1.000	1.000
	Open Space Technician	0.500	0.500	0.500
Community Development Department Sum		**1.500**	**1.500**	**1.500**
Parks, Recreation and Libraries Department				
Administration				
54050550				
	Open Space Volunteer Coordinator	1.000	1.000	1.000
Parks, Recreation and Libraries Department Sum		**1.000**	**1.000**	**1.000**
Open Space Fund Total		**2.500**	**2.500**	**2.500**
Community Development Block Grant Fund				
Community Development Department				
Community Development Admin				
76030350				
	CD Block Grant			
	CDBG Technician	1.000	1.000	1.000
	Community Development Program Planner	0.500	0.500	0.500
	CD Block Grant Sum	**1.500**	**1.500**	**1.500**
Community Development Block Grant Fund Total		**1.500**	**1.500**	**1.500**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
Golf Course Enterprise Fund				
Parks, Recreation and Libraries Department				
Golf Course Enterprise Fund - Heritage				
23050720				
	Heritage Golf Course Maintenance			
	Assistant Golf Courst Superintendent	0.000	0.000	1.000
	Assistant Golf Superintendent	*1.000*	*1.000*	*0.000*
	Equipment Mechanic	1.000	1.000	1.000
	Golf Course Superintendent	0.000	0.000	1.000
	Golf Irrigator	1.000	1.000	1.000
	Golf Superintendent	*0.500*	*0.500*	*0.000*
	Golf Worker	1.000	1.000	1.000
	Horticultural Specialist	0.500	0.500	0.500
	Recreation Facilities Superintendent	0.000	0.000	0.500
	Second Assistant Golf Superintendent	*1.000*	*1.000*	*0.000*
	Heritage Golf Course Maintenance Sum	**6.000**	**6.000**	**6.000**
230507200249				
	The Heritage Club House			
	Assistant Golf Professional	1.000	1.000	1.000
	Golf Professional	1.000	1.000	1.000
	Second Assistant Golf Professional	1.000	1.000	1.000
	The Heritage Club House Sum	**3.000**	**3.000**	**3.000**
Golf Course Enterprise Fund - Heritage Total		**9.000**	**9.000**	**9.000**
Golf Course Enterprise Fund - Legacy				
22050720				
	Legacy Ridge Golf Course Maintenance			
	Assistant Golf Course Superintendent	0.000	0.000	1.000
	Assistant Golf Superintendent	*1.000*	*1.000*	*0.000*
	Equipment Mechanic	1.000	1.000	1.000
	Golf Course Superintendent	0.000	0.000	1.000
	Golf Irrigator	1.000	1.000	1.000
	Golf Superintendent	*0.500*	*0.500*	*0.000*
	Golf Worker	2.000	2.000	1.000
	Horticultural Specialist	0.500	0.500	0.500
	Recreation Facilities Superintendent	0.000	0.000	0.500
	Second Assistant Golf Superintendent	*1.000*	*1.000*	*0.000*
	Legacy Ridge Golf Course Maintenance Sum	**7.000**	**7.000**	**6.000**
220507200249				
	Legacy Ridge Club House			
	Assistant Golf Professional	1.000	1.000	1.000
	Golf Professional	1.000	1.000	1.000
	Second Assistant Golf Professional	1.000	1.000	1.000
	Legacy Ridge Club House Sum	**3.000**	**3.000**	**3.000**
Golf Course Enterprise Fund - Legacy Total		**10.000**	**10.000**	**9.000**
Golf Course Enterprise Fund Total		**19.000**	**19.000**	**18.000**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2013 Authorized	2014 Authorized	2014 Proposed Amended
General Capital Improvement Fund				
General Services Department				
Building Operations & Maintenance Division				
81275012994				
	City Facility Energy Improvements			
	Energy and Facilities Projects Coordinator	1.000	1.000	1.000
	City Facility Energy Improvements Sum	**1.000**	**1.000**	**1.000**
Building Operations & Maintenance Division Total		**1.000**	**1.000**	**1.000**
Parks, Recreation and Libraries Department				
Community Enhancement Program				
80175050340				
	City Forester	1.000	1.000	1.000
	Contract Services Coordinator	0.000	0.000	1.000
	Crewleader	1.000	1.000	1.000
	Landscape Architect I/II	1.000	1.000	1.000
	Park Supervisor	*1.000*	*1.000*	*0.000*
	Parks Contract Maintenance Specialist	*1.000*	*1.000*	*0.000*
	Parks Specialist	1.000	1.000	1.000
	Parks Superintendent	0.000	0.000	1.000
Community Enhancement Program Total		**6.000**	**6.000**	**6.000**
Parks Services				
80175050037				
	Capital Projects			
	Landscape Architect I/II	1.000	1.000	1.000
	Capital Projects Sum	**1.000**	**1.000**	**1.000**
Parks Services				
80275050512				
	Capital Projects - Park Maintenance (JCOS)			
	Crewleader	3.000	3.000	3.000
	Parks Specialist	2.000	2.000	2.000
	Parksworker I/II	4.000	4.000	4.000
	Capital Projects - Park Maintenance (JCOS) Sum	**9.000**	**9.000**	**9.000**
General Capital Improvement Fund Total		**17.000**	**17.000**	**17.000**
WURP Fund				
City Manager's Office				
Economic Development Division				
80968005952				
	Communication Coordinator	0.500	0.500	0.500
Economic Development Division Total		**0.500**	**0.500**	**0.500**
WURP Fund Total		**0.500**	**0.500**	**0.500**
Grand Total		**917.391**	**918.391**	**918.741**

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Administrative Officer Titles

Grade	Position	Class Code
A1	Accounting Manager	3102
A2	Assistant City Manager	7141
A2	Chief Building Official	3401
A2	City Clerk	2303
A4	City Engineer	3301
A7	Community Development Director	2308
A1	Court Administrator	4401
A4	Deputy Chief/Administration	6102
A4	Deputy Chief/Operations	6130
A8	Deputy City Manager	2313
A5	Deputy Police Chief	6225
A4	Economic Development Manager	7104
A1	Employee Development and Benefits Manager	3718
A1	Facilities Manager	5101
A7	Finance Director	2304
A7	Fire Chief	6101
A1	Fleet Manager	5201
A7	General Services Director	2314
A2	Information Systems Manager	4317
A7	Information Technology Director	2310
A2	Library Services Manager	3601
A2	Park Services Manager	3901
A7	Parks, Recreation and Libraries Director	2307
A4	Planning Manager	3801
A7	Police Chief	6201
A7	Public Works and Utilities Director	2306
A2	PRL Operations Manager	3934
A2	Recreation Services Manager	3924
A1	Risk Manager	7142
A1	Sales Tax Manager	3101
A2	Software Engineering Manager	4318
A2	Street Operations Manager	5501
A1	Treasury Manager	3103
A4	Utilities Operations Manager	5601
A4	Utilities Planning and Engineering Manager	3358
A1	Workforce Planning and Compensation Manager	3719

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Administrative Officer Pay Plan

Grade	Minimum	Maximum
A1	82,496	103,120
A2	88,683	110,854
A3	95,334	119,168
A4	102,485	128,106
A5	110,171	137,714
A6	118,434	148,042
A7	127,316	159,145
A8	136,865	171,081

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Exempt Position Titles

Grade	Position	Class Code
E7	Accountant	3107
E4	Administrative Coordinator	4602
E3	Administrative Secretary	4603
E7	Aquatics Supervisor	3930
E8	Assistant City Attorney I	3502
E13	Assistant City Attorney II	3501
E13	Assistant City Engineer	3303
E4	Assistant Golf Professional	3912
E9	Assistant Prosecuting Attorney	3515
E6	Assistant Recreation Supervisor	3910
E9	Assistant to the City Manager	7107
E14	Associate Judge	2202
E5	Associate Planner	3818
E12	Battalion Chief	6129
E11	Capital Projects Coordinator	3335
E9	City Park Superintendent	3933
E9	Communication and Outreach Manager	7145
E9	Communication Coordinator	7139
E6	Community Development Program Planner	3427
E9	Control Systems Engineer	3348
E4	Court Financial/Technical Supervisor	4406
E5	Crime Analyst	6233
E15	Deputy City Attorney	3517
E6	Deputy Court Administrator	4403
E11	Distribution and Collection Superintendent	5618
E10	Economic Development Officer	7140
E4	Economic Development Specialist	7115
E10	Emergency Management Coordinator	6116
E7	Employee Development Coordinator	7146
E10	Energy and Facilities Projects Coordinator	5114
E7	Engineer	3342
E6	Environmental Analyst	7144
E10	ERP Software Engineer	3223
E5	Executive Secretary to the City Manager	4601
E9	Facilities Supervisor	5115
E7	Financial Analyst	3109
E10	Fire Captain	6125
E12	Fire Marshal	6124
E10	Fire Training Coordinator	6126
E10	GIS Coordinator	3347

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Exempt Position Titles

Grade	Position	Class Code
E7	Golf Course Superintendent	3909
E7	Golf Professional	3911
E5	Human Resources Analyst	3703
E5	Human Resources Analyst/HRIS	3713
E5	Human Resources Analyst/Recruitment	3714
E10	IT Systems Supervisor	3225
E10	Information/Records Management Coordinator	4419
E9	Internet Software Engineer	3202
E14	Judge Pro Tem	2203
E8	Lake Operations Coordinator	5302
E5	Landscape Architect I	5329
E7	Landscape Architect II	5328
E5	Landscape Planner	5331
E11	Lead Prosecuting Attorney	3513
E11	Lead Software Engineer	3201
E3	Legal Secretary	3514
E5	Librarian I	3603
E6	Librarian II	3602
E6	Library Network Specialist	4314
E7	Library Services Coordinator	3615
E6	Library Supervisor	3604
E8	Maintenance Management System Coordinator	4315
E5	Management Analyst	7130
E5	Management Assistant	7113
E2	Management Intern II	7119
E9	Network Administrator	3210
E8	Open Space Coordinator	7101
E4	Open Space Volunteer Coordinator	7120
E8	PR&L Community Outreach Coordinator	7147
E4	Paralegal	3510
E8	Parks Superintendent	5332
E8	Pavement Management Coordinator	5523
E6	Planner	3819
E11	Plant Superintendent	3340
E12	Police Commander	6228
E10	Principal Planner	3816
E6	Probation Supervisor	3504
E6	Project Specialist	3359
E5	Public Information Specialist	7109

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Exempt Position Titles

Grade	Position	Class Code
E11	Public Safety Communications Administrator	4105
E7	Purchasing Officer	7132
E6	Reclaimed System Analyst	3350
E8	Reclaimed Water System Coordinator	3355
E10	Recreation Facilities Superintendent	3931
E4	Recreation Specialist	3908
E7	Recreation Supervisor - Sports	3927
E7	Recreation Supervisor - Swim and Fitness	3905
E7	Recreation Supervisor - The MAC	3925
E7	Recreation Supervisor - West View	3916
E8	Retirement Administrator	3116
E5	Revenue Agent	3111
E6	Risk/Claims Analyst	3717
E7	Sales Tax Audit Supervisor	3112
E6	Sales Tax Auditor	3108
E10	Senior Engineer	3345
E8	Senior Financial Analyst	3115
E7	Senior Human Resources Analyst	3710
E7	Senior Management Analyst	7131
E8	Senior Planner	3820
E9	Senior Projects Coordinator	3806
E13	Senior Projects Engineer	3328
E9	Senior Projects Officer	7143
E6	Senior Public Information Specialist	7127
E10	Senior Telecommunications Administrator	7122
E9	Senior Urban Designer	3817
E7	Software Engineer I	3204
E9	Software Engineer II	3203
E7	Systems Administrator	3224
E8	Technical Services Coordinator	6227
E6	Transportation Systems Coordinator	3315
E7	Utility Billing Supervisor	3114
E6	Victim Services Coordinator	3503
E4	Volunteer Coordinator	7112
E11	Water Quality Administrator	3339
E8	Water Quality Specialist	3336
E8	Water Resources Analyst	3317
E11	Water Resources Engineering Coordinator	3351
E7	Wellness Program Coordinator	3720

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Exempt Pay Plan

Grade	Minimum	Maximum
E1	38,862	48,578
E2	41,777	52,221
E3	44,910	56,138
E4	48,279	60,348
E5	51,900	64,874
E6	55,792	69,740
E7	59,976	74,970
E8	64,475	80,593
E9	69,310	86,638
E10	74,508	93,136
E11	80,097	100,121
E12	86,104	107,630
E13	92,562	115,702
E14	99,504	124,380
E15	106,967	133,708

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Position Titles

Grade	Position	Class Code
N13	Accounting Specialist	4513
N12	Accounting Technician	4515
N12	Accounting Technician/Retirement	4516
N11	Animal Management Officer	6229
N14	Animal Management Supervisor	6230
N15	Applications Specialist	4312
N15	Assistant Building Plans Analyst	3422
N13	Assistant Golf Course Superintendent	3932
N8	Assistant Pool Manager	5406
N15	Benefits Specialist	3711
N5	Building Ambassador	5113
N18	Building Inspection Supervisor	3403
N12	Building Permit Technician	3425
N18	Building Plans Analyst	3404
N15	Capital Projects Inspector	3418
N14	Carpenter	5103
N12	CDBG Technician	3813
N16	Chemist	3356
N16	City Forester	5304
N5	Clerk Typist I	4208
N8	Clerk Typist II	4204
N13	Code Enforcement Officer	3410
N15	Code Enforcement Supervisor	3426
N11	Code Enforcement Technician	3419
N11	Communications Specialist I	4104
N13	Communications Specialist II	4103
N16	Communications Supervisor	4102
N14	Construction Inspector	3428
N15	Contract Services Coordinator	5104
N16	Control Systems Specialist	5703
N13	Crewleader	5716
N14	Criminalist	6209
N7	Custodian	5111
N15	Deputy City Clerk	4407
N11	Deputy Court Clerk	4412
N15	Electrical Inspector	3406
N15	Electromechanic Specialist	5702
N11	Equipment Mechanic	5711
N12	Equipment Operator I	5717

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Position Titles

Grade	Position	Class Code
N13	Equipment Operator II	5718
N9	Equipment Services Assistant	6212
N12	Facility Assistant	5404
N14	Fire Mechanic	5723
N16	Foreman	5719
N15	General Building Inspector	3407
N16	GIS Specialist	4308
N12	GIS Technician	4313
N12	Golf Irrigator	3919
N10	Golf Worker	3920
N5	Guest Relations Clerk I	4206
N7	Guest Relations Clerk II	4209
N12	Horticultural Specialist	5319
N15	Housing Inspector	3417
N12	Human Resources Technician	3706
N14	HVAC Specialist	5708
N7	Intern	7133
N11	Laboratory Aide	3337
N14	Laboratory Analyst	3319
N16	Laboratory Services Coordinator	3327
N16	Lead Housing Inspector	3424
N4	Lead Lifeguard	5416
N16	Lead Plant Operator	3314
N12	Lead Police Records Technician	4415
N9	Library Associate I	3606
N11	Library Associate II	3609
N6	Library Clerk I	3607
N7	Library Clerk II	3610
N3	Library Shelver	3617
N12	Library Specialist	3616
N9	Maintenanceworker	5511
N11	Management Intern I	7110
N12	Mechanic I	5709
N13	Mechanic II	5707
N8	Messenger	4205
N13	Neighborhood Services Specialist	5521
N14	Network Systems Technician	4316
N13	Open Space Technician	3812
N12	Park Ranger	5330

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Position Titles

Grade	Position	Class Code
N12	Parks Specialist	5310
N9	Parksworker I	5311
N11	Parksworker II	5308
N11	Planning Aide	3815
N11	Plant Operator I	3324
N12	Plant Operator II	3322
N13	Plant Operator III	3320
N14	Plant Operator IV	3316
N9	Plant Operator Trainee	3346
N15	Police Records Supervisor	4416
N11	Police Records Technician	4417
N10	Press Operator Assistant	5714
N13	Print Shop Coordinator	5721
N13	Probation Officer	3509
N12	Property Evidence Technician	6226
N13	Records Management Technician	3333
N6	Recreation Aide	5407
N7	Recreation Program Assistant	5405
N12	Report Specialist	6213
N10	Revenue Services Representative	4514
N12	Sales Tax Technician	4504
N12	Second Assistant Golf Professional	3913
N10	Secretary	4202
N17	Senior Criminalist	6205
N11	Senior Maintenanceworker	5510
N15	Senior Park Ranger	5318
N15	Senior Technical Support Specialist	3227
N14	Street Inspector	5517
N16	Street Projects Specialist	5524
N7	Switchboard Operator	4207
N12	Technical Support Specialist	3226
N15	Traffic Accident Investigator	6215
N13	Traffic Technician	3357
N14	Utilities Specialist	5614
N15	Utilities Systems Specialist	5512
N13	Utilities Technician	5604
N13	Victim Advocate	3506
N13	Water Resources Technician	3334

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N1	1	9.06	724.68	1574.46	18,893.52
	2	9.29	742.80	1613.82	19,365.86
	3	9.52	761.37	1654.17	19,850.01
	4	9.76	780.41	1695.52	20,346.26
	5	10.00	799.92	1737.91	20,854.92
	6	10.25	819.91	1781.36	21,376.29
	7	10.51	840.41	1825.89	21,910.70
	8	10.77	861.42	1871.54	22,458.46
	9	11.04	882.96	1918.33	23,019.93
	10	11.31	905.03	1966.29	23,595.42
	11	11.60	927.66	2015.44	24,185.31

N2	1	9.74	779.04	1692.54	20,310.54
	2	9.98	798.51	1734.86	20,818.30
	3	10.23	818.47	1778.23	21,338.76
	4	10.49	838.94	1822.69	21,872.23
	5	10.75	859.91	1868.25	22,419.03
	6	11.02	881.41	1914.96	22,979.51
	7	11.29	903.44	1962.83	23,554.00
	8	11.58	926.03	2011.90	24,142.85
	9	11.86	949.18	2062.20	24,746.42
	10	12.16	972.91	2113.76	25,365.08
	11	12.47	997.23	2166.60	25,999.21

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N3	1	10.47	837.46	1819.49	21,833.83
	2	10.73	858.40	1864.97	22,379.68
	3	11.00	879.86	1911.60	22,939.17
	4	11.27	901.86	1959.39	23,512.65
	5	11.56	924.40	2008.37	24,100.46
	6	11.84	947.51	2058.58	24,702.97
	7	12.14	971.20	2110.05	25,320.55
	8	12.44	995.48	2162.80	25,953.56
	9	12.75	1020.37	2216.87	26,602.40
	10	13.07	1045.88	2272.29	27,267.46
	11	13.40	1072.02	2329.10	27,949.15

N4	1	11.25	900.27	1955.95	23,471.37
	2	11.53	922.78	2004.85	24,058.15
	3	11.82	945.85	2054.97	24,659.60
	4	12.12	969.50	2106.34	25,276.09
	5	12.42	993.73	2159.00	25,908.00
	6	12.73	1018.58	2212.97	26,555.70
	7	13.05	1044.04	2268.30	27,219.59
	8	13.38	1070.14	2325.01	27,900.08
	9	13.71	1096.89	2383.13	28,597.58
	10	14.05	1124.32	2442.71	29,312.52
	11	14.41	1152.43	2503.78	30,045.33

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N5	1	12.10	967.79	2102.64	25,231.72
	2	12.40	991.99	2155.21	25,862.51
	3	12.71	1016.79	2209.09	26,509.07
	4	13.03	1042.21	2264.32	27,171.80
	5	13.35	1068.26	2320.92	27,851.10
	6	13.69	1094.97	2378.95	28,547.37
	7	14.03	1122.34	2438.42	29,261.06
	8	14.38	1150.40	2499.38	29,992.58
	9	14.74	1179.16	2561.87	30,742.40
	10	15.11	1208.64	2625.91	31,510.96
	11	15.49	1238.86	2691.56	32,298.73
N6	1	13.00	1040.38	2260.34	27,124.10
	2	13.33	1066.39	2316.85	27,802.20
	3	13.66	1093.05	2374.77	28,497.26
	4	14.00	1120.37	2434.14	29,209.69
	5	14.35	1148.38	2494.99	29,939.93
	6	14.71	1177.09	2557.37	30,688.43
	7	15.08	1206.52	2621.30	31,455.64
	8	15.46	1236.68	2686.84	32,242.03
	9	15.84	1267.60	2754.01	33,048.08
	10	16.24	1299.29	2822.86	33,874.28
	11	16.65	1331.77	2893.43	34,721.14

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N7	1	13.98	1118.41	2429.87	29,158.41
	2	14.33	1146.37	2490.61	29,887.37
	3	14.69	1175.03	2552.88	30,634.55
	4	15.06	1204.40	2616.70	31,400.41
	5	15.43	1234.51	2682.12	32,185.42
	6	15.82	1265.37	2749.17	32,990.06
	7	16.21	1297.01	2817.90	33,814.81
	8	16.62	1329.43	2888.35	34,660.18
	9	17.03	1362.67	2960.56	35,526.69
	10	17.46	1396.74	3034.57	36,414.85
	11	17.90	1431.65	3110.44	37,325.22

N8	1	15.03	1202.29	2612.11	31,345.29
	2	15.40	1232.34	2677.41	32,128.92
	3	15.79	1263.15	2744.35	32,932.14
	4	16.18	1294.73	2812.95	33,755.44
	5	16.59	1327.10	2883.28	34,599.33
	6	17.00	1360.28	2955.36	35,464.31
	7	17.43	1394.28	3029.24	36,350.92
	8	17.86	1429.14	3104.97	37,259.69
	9	18.31	1464.87	3182.60	38,191.19
	10	18.77	1501.49	3262.16	39,145.97
	11	19.24	1539.03	3343.72	40,124.62

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N9	1	16.16	1292.46	2808.02	33,696.18
	2	16.56	1324.77	2878.22	34,538.59
	3	16.97	1357.89	2950.17	35,402.05
	4	17.40	1391.84	3023.93	36,287.10
	5	17.83	1426.63	3099.52	37,194.28
	6	18.28	1462.30	3177.01	38,124.14
	7	18.74	1498.85	3256.44	39,077.24
	8	19.20	1536.33	3337.85	40,054.17
	9	19.68	1574.73	3421.29	41,055.53
	10	20.18	1614.10	3506.83	42,081.91
	11	20.68	1654.46	3594.50	43,133.96

N10	1	17.37	1389.39	3018.62	36,223.40
	2	17.80	1424.13	3094.08	37,128.98
	3	18.25	1459.73	3171.43	38,057.21
	4	18.70	1496.22	3250.72	39,008.64
	5	19.17	1533.63	3331.99	39,983.85
	6	19.65	1571.97	3415.29	40,983.45
	7	20.14	1611.27	3500.67	42,008.03
	8	20.64	1651.55	3588.19	43,058.23
	9	21.16	1692.84	3677.89	44,134.69
	10	21.69	1735.16	3769.84	45,238.06
	11	22.23	1778.54	3864.08	46,369.01

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N11	1	18.67	1493.60	3245.01	38,940.15
	2	19.14	1530.94	3326.14	39,913.65
	3	19.62	1569.21	3409.29	40,911.50
	4	20.11	1608.44	3494.52	41,934.28
	5	20.61	1648.65	3581.89	42,982.64
	6	21.12	1689.87	3671.43	44,057.21
	7	21.65	1732.11	3763.22	45,158.64
	8	22.19	1775.42	3857.30	46,287.60
	9	22.75	1819.80	3953.73	47,444.79
	10	23.32	1865.30	4052.58	48,630.91
	11	23.90	1911.93	4153.89	49,846.68

N12	1	20.07	1605.62	3488.39	41,860.66
	2	20.57	1645.76	3575.60	42,907.18
	3	21.09	1686.90	3664.99	43,979.86
	4	21.61	1729.07	3756.61	45,079.35
	5	22.15	1772.30	3850.53	46,206.34
	6	22.71	1816.61	3946.79	47,361.50
	7	23.28	1862.02	4045.46	48,545.53
	8	23.86	1908.57	4146.60	49,759.17
	9	24.45	1956.29	4250.26	51,003.15
	10	25.06	2005.19	4356.52	52,278.23
	11	25.69	2055.32	4465.43	53,585.19

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N13	1	21.58	1726.04	3750.02	45,000.21
	2	22.11	1769.19	3843.77	46,125.22
	3	22.67	1813.42	3939.86	47,278.35
	4	23.23	1858.75	4038.36	48,460.31
	5	23.82	1905.22	4139.32	49,671.81
	6	24.41	1952.85	4242.80	50,913.61
	7	25.02	2001.67	4348.87	52,186.45
	8	25.65	2051.72	4457.59	53,491.11
	9	26.29	2103.01	4569.03	54,828.39
	10	26.94	2155.58	4683.26	56,199.10
	11	27.62	2209.47	4800.34	57,604.08

N14	1	23.19	1855.49	4031.27	48,375.23
	2	23.77	1901.88	4132.05	49,584.61
	3	24.37	1949.42	4235.35	50,824.22
	4	24.98	1998.16	4341.24	52,094.83
	5	25.60	2048.11	4449.77	53,397.20
	6	26.24	2099.32	4561.01	54,732.13
	7	26.90	2151.80	4675.04	56,100.43
	8	27.57	2205.59	4791.91	57,502.94
	9	28.26	2260.73	4911.71	58,940.52
	10	28.97	2317.25	5034.50	60,414.03
	11	29.69	2375.18	5160.37	61,924.38

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N15	1	24.93	1994.65	4333.61	52,003.37
	2	25.56	2044.52	4441.95	53,303.45
	3	26.20	2095.63	4553.00	54,636.04
	4	26.85	2148.02	4666.83	56,001.94
	5	27.52	2201.72	4783.50	57,401.99
	6	28.21	2256.77	4903.09	58,837.04
	7	28.91	2313.18	5025.66	60,307.97
	8	29.64	2371.01	5151.31	61,815.66
	9	30.38	2430.29	5280.09	63,361.06
	10	31.14	2491.05	5412.09	64,945.08
	11	31.92	2553.32	5547.39	66,568.71

N16	1	26.80	2144.25	4658.64	55,903.62
	2	27.47	2197.86	4775.10	57,301.21
	3	28.16	2252.80	4894.48	58,733.74
	4	28.86	2309.12	5016.84	60,202.09
	5	29.59	2366.85	5142.26	61,707.14
	6	30.33	2426.02	5270.82	63,249.82
	7	31.08	2486.67	5402.59	64,831.06
	8	31.86	2548.84	5537.65	66,451.84
	9	32.66	2612.56	5676.09	68,113.14
	10	33.47	2677.88	5818.00	69,815.96
	11	34.31	2744.82	5963.45	71,561.36

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N17	1	28.81	2305.07	5008.03	60,096.39
	2	29.53	2362.70	5133.23	61,598.80
	3	30.27	2421.76	5261.56	63,138.77
	4	31.03	2482.31	5393.10	64,717.24
	5	31.80	2544.37	5527.93	66,335.17
	6	32.60	2607.97	5666.13	67,993.55
	7	33.41	2673.17	5807.78	69,693.39
	8	34.25	2740.00	5952.98	71,435.73
	9	35.11	2808.50	6101.80	73,221.62
	10	35.98	2878.72	6254.35	75,052.16
	11	36.88	2950.68	6410.71	76,928.46

N18	1	30.97	2477.95	5383.64	64,603.62
	2	31.75	2539.90	5518.23	66,218.71
	3	32.54	2603.40	5656.18	67,874.18
	4	33.36	2668.48	5797.59	69,571.04
	5	34.19	2735.19	5942.53	71,310.31
	6	35.04	2803.57	6091.09	73,093.07
	7	35.92	2873.66	6243.37	74,920.40
	8	36.82	2945.50	6399.45	76,793.41
	9	37.74	3019.14	6559.44	78,713.24
	10	38.68	3094.62	6723.42	80,681.07
	11	39.65	3171.99	6891.51	82,698.10

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N19	1	33.30	2663.80	5787.41	69,448.89
	2	34.13	2730.39	5932.09	71,185.12
	3	34.98	2798.65	6080.40	72,964.75
	4	35.86	2868.62	6232.41	74,788.86
	5	36.75	2940.33	6388.22	76,658.59
	6	37.67	3013.84	6547.92	78,575.05
	7	38.61	3089.19	6711.62	80,539.43
	8	39.58	3166.42	6879.41	82,552.91
	9	40.57	3245.58	7051.39	84,616.73
	10	41.58	3326.72	7227.68	86,732.15
	11	42.62	3409.88	7408.37	88,900.46

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Fire Position Titles

Grade	Shift / Non Shift	Position	Class Code
FS3	Shift	Fire Engineer	6109
F3	Non Shift	Fire Engineer	6134

FS4	Shift	Fire Lieutenant	6108
F4	Non Shift	Fire Lieutenant - EMS Field Coordinator	6133
F4	Non Shift	Fire Lieutenant - Field Training Officer	6131
F4	Non Shift	Fire Lieutenant - Fire Investigator	6121
F4	Non Shift	Fire Lieutenant - Fire Plans Examiner/Inspector	6132
F4	Non Shift	Fire Lieutenant - Technical Services Coordinator	6120

FS3	Shift	Fire Paramedic	6110
F3	Non Shift	Fire Paramedic	6135

FS1	Shift	Firefighter I	6112
F1	Non Shift	Firefighter I	6136

FS2	Shift	Firefighter II	6111
F2	Non Shift	Firefighter II	6137

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Fire Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
FS1	1	$15.81	$1,770.41	$3,846.42	$46,157.09
	2	$17.45	$1,954.20	$4,245.73	$50,948.79
F1	1	$22.13	$1,770.41	$3,846.42	$46,157.09
	2	$24.43	$1,954.20	$4,245.73	$50,948.79
FS2	1	$18.69	$2,093.40	$4,548.15	$54,577.81
	2	$19.64	$2,199.38	$4,778.40	$57,340.81
	3	$20.78	$2,327.42	$5,056.60	$60,679.18
	4	$22.22	$2,488.31	$5,406.14	$64,873.72
	5	$23.93	$2,679.73	$5,822.02	$69,864.21
F2	1	$26.17	$2,093.40	$4,548.15	$54,577.81
	2	$27.49	$2,199.38	$4,778.40	$57,340.81
	3	$29.09	$2,327.42	$5,056.60	$60,679.18
	4	$31.10	$2,488.31	$5,406.14	$64,873.72
	5	$33.50	$2,679.73	$5,822.02	$69,864.21
FS3	1	$21.61	$2,420.09	$5,257.93	$63,095.17
	2	$22.70	$2,542.61	$5,524.11	$66,289.37
	3	$23.85	$2,671.33	$5,803.77	$69,645.27
	4	$25.06	$2,806.56	$6,097.59	$73,171.06
	5	$26.33	$2,948.65	$6,406.28	$76,875.35
F3	1	$30.25	$2,420.09	$5,257.93	$63,095.17
	2	$31.78	$2,542.61	$5,524.11	$66,289.37
	3	$33.39	$2,671.33	$5,803.77	$69,645.27
	4	$35.08	$2,806.56	$6,097.59	$73,171.06
	5	$36.86	$2,948.65	$6,406.28	$76,875.35
FS4	1	$28.30	$3,169.80	$6,886.75	$82,641.00
	2	$28.50	$3,191.71	$6,934.35	$83,212.25
	3	$28.69	$3,213.62	$6,981.96	$83,783.50
F4	1	$39.62	$3,169.80	$6,886.75	$82,641.00
	2	$39.90	$3,191.71	$6,934.35	$83,212.25
	3	$40.17	$3,213.62	$6,981.96	$83,783.50

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Non-Exempt Police Position Titles and Pay Plan

Grade	Position	Class Code
P1	Police Officer Trainee	6218
P2	Police Officer	6207
P3	Senior Police Officer	6206
P4	Sergeant	6204

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
P1	1	$18.67	$1,493.60	$3,245.01	$38,940.16
P2	1	$23.77	$1,901.42	$4,131.05	$49,572.65
	2	$24.97	$1,997.65	$4,340.13	$52,081.51
	3	$26.24	$2,098.81	$4,559.91	$54,718.93
P3	1	$28.15	$2,252.26	$4,893.30	$58,719.58
	2	$29.58	$2,366.28	$5,141.02	$61,692.25
	3	$31.84	$2,547.42	$5,534.58	$66,414.90
	4	$35.16	$2,812.76	$6,111.06	$73,332.70
P4	1	$38.21	$3,056.78	$6,641.22	$79,694.59
	2	$40.14	$3,211.53	$6,977.43	$83,729.13
	3	$42.18	$3,374.12	$7,330.66	$87,967.91
	4	$44.31	$3,544.93	$7,701.77	$92,421.29

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Seasional, Golf and Emergancy Relief Position Titles

Seasonal Pay Plan		
Grade	**Position**	**Class Code**
S5	Gate Attendant	9002
S8	Outdoor Lifeguard	9006
S9	Outdoor Pool Manager	9005
S17	Seasonal Laborer	9008
S10	Seasonal Park Ranger	9004
S18	Seasonal Specialist	9003
S19	Senior Seasonal Specialist	9065
S12	Summer Camp Aide	9026
S15	Summer Camp Director	9029
S13	Summer Camp Leader	9027
S14	Summer Camp Supervisor	9028

Golf Instructor Pay Plan		
Grade	**Position**	**Class Code**
G1	Golf Instructor Grade 1	9061
G2	Golf Instructor Grade 2	9062
G3	Golf Instructor Grade 3	9063
G4	Golf Instructor Grade 4	9064

Emergency Relief Pay Plan		
Grade	**Position**	**Class Code**
E1	Emergency Worker	9025

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Seasional, Golf and Emergancy Relief Pay Plans

Seasonal Pay Plan

Grade	Step	Hourly Salary
S5	1	$8.00
	2	$8.14
	3	$8.55
S8	1	$8.81
	2	$9.45
	3	$10.13
S9	1	$10.45
	2	$10.97
	3	$11.50
S10	1	$12.40
	2	$13.02
	3	$13.67
S12	1	$8.81
	2	$9.45
	3	$10.13
S13	1	$9.25
	2	$9.92
	3	$10.64
S14	1	$11.20
	2	$11.75
	3	$12.34
S15	1	$12.68
	2	$13.32
	3	$14.00
S17	1	$9.49
	2	$9.97
	3	$10.47
S18	1	$11.01
	2	$11.56
	3	$12.14
S19	1	$12.17
	2	$12.77
	3	$13.41

Golf Instructor Pay Plan

Grade	Step	Hourly Salary
G1	1	$20.00
	2	$25.00
G2	1	$45.00
	2	$50.00
G3	1	$55.00
	2	$60.00
G4	1	$65.00
	2	$70.00

Emergency Relief Pay Plan

E1	1	Min Wage
	2	$200.00

****Emergency Relief Pay Plan to be enacted only during a City of Westminster state of emergency****

Progression through the pay range is based on administrative policy relating to length of service and job performance. City of Westminster is authorized by Council to Pay Colorado/Federal minimum wage.

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Hourly (Non-Benefited) Position Titles

Grade	Position	Class Code
H19	After Hours Facility Supervisor	9101
H15	After School Program Coordinator	9102
H8	Arts Instructor I	9103
H14	Arts Instructor II	9104
H7	Assistant Golf Professional (Hourly)	9162
H5	Assistant Sport Coach	9105
H13	Bus Driver	9106
H3	Child Care Attendant	9107
H7	Child/Teen Activities Instructor I	9108
H11	Child/Teen Activities Instructor II	9109
H6	Climbing Wall Attendant	9110
H9	Climbing Wall Instructor	9111
H13	Dance Instructor	9112
H17	Dance Program Director	9113
H21	Dietitian	9114
H5	Early Childhood Program Aide	9165
H14	Early Childhood Program Director (Licensed-Large)	9166
H13	Early Childhood Program Director (Licensed-Small)	9167
H9	Early Childhood Program Leader	9168
H6	Field Trip Chaperone	9116
H15	Fitness Instructor I	9117
H16	Fitness Instructor II	9118
H2	Golf Course Attendant	9160
H6	Guest Services Cashier	9164
H6	Gym Monitor	9158
H5	Lifeguard (Hourly)	9119
H6	Martial Arts Instructor I	9120
H9	Martial Arts Instructor II	9121
H21	Massage Therapist	9122
H13	Outdoor Program Coordinator	9123
H12	Park Ranger (Hourly)	9157
H18	Personal Trainer	9124
H20	Pilates Instructor	9125
H21	Pilates Reformer Trainer	9126
H16	Private Swim Lesson Instructor	9131
H3	Program Aide	9132
H13	Program Coordinator	9140
H6	Program Instructor I	9141
H9	Program Instructor II	9142

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Hourly (Non-Benefited) Position Titles

H4	Retail Shop Clerk	9161
H13	Safety Certification Instructor	9143
H2	Scorekeeper	9144
H18	Sign Language Interpreter	9145
H11	Sport Coach	9146
H17	Sport Official (Adult)	9147
H8	Sport Referee I (Youth)	9148
H15	Sport Referee II (Youth)	9149
H9	Sport Supervisor	9150
H2	Student Trainee	9163
H4	Swimming Lesson Instructor	9159
H7	Tot Activities Instructor (Non-licensed)	9151
H11	Tournament Director	9152
H4	Van Driver	9153
H9	Water Fitness Instructor I	9154
H13	Water Fitness Instructor II	9155
H20	Yoga Instructor	9156

City of Westminster
Mid-Year 2014 Budget Review
2014 Proposed Hourly (Non-Benefited) Pay Plan

Grade	Step	Hourly Salary
H2	1	$8.00
	2	$8.00
	3	$8.34
H3	1	$8.00
	2	$8.16
	3	$8.75
H4	1	$8.39
	2	$9.00
	3	$9.65
H5	1	$8.81
	2	$9.45
	3	$10.13
H6	1	$9.25
	2	$9.92
	3	$10.65
H7	1	$9.72
	2	$10.42
	3	$11.17
H8	1	$10.20
	2	$10.94
	3	$11.73
H9	1	$11.25
	2	$12.06
	3	$12.93
H11	1	$12.40
	2	$13.30
	3	$14.26
H12	1	$13.02
	2	$13.96
	3	$14.97

Grade	Step	Hourly Salary
H13	1	$13.67
	2	$14.66
	3	$15.72
H14	1	$14.35
	2	$15.39
	3	$15.39
H15	1	$15.07
	2	$16.16
	3	$17.33
H16	1	$15.83
	2	$16.97
	3	$18.20
H17	1	$17.45
	2	$18.71
	3	$20.07
H18	1	$18.32
	2	$19.65
	3	$21.07
H19	1	$19.24
	2	$20.63
	3	$22.12
H20	1	$25.78
	2	$27.65
	3	$29.65
H21	1	$27.07
	2	$29.03
	3	$31.13

Progression through the pay range is based on administrative policy relating to length of service and job performance.
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2014 Budget
2014 Proposed Change Sheet
(sorted by fund)

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	2013 Current	Pay Rate Adjust	Pay Range Change	Subtotal	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Exempt	General	CAO	CAO	10003120	Assistant City Attorney II	E13	1.00	Title Change and Upgrade to Deputy City Attorney (E15 - new grade) - money alocated in Pay Projections	E15	Department Request	0	0.0%	15.0%	0	0	$0	+$0	10003120	1.00
Non Exempt	General	CAO	CAO	10003120	Secretary	N10	1.00	Reclassify and Upgrade to Legal Secretary (E3)	E3	Audit	36,761	28.5%	21.0%	47,238	47,710	$10,949	+$10,949	10003120	1.00
Non Exempt	General	CAO	CPO	100031200125	Secretary	N10	0.50	Reclassify and upgrade .5 FTE Secretary to .5 FTE Legal Secretary	E3	Audit	22,954	28.5%	21.0%	29,496	29,791	$6,837	+$3,418	100031200125	0.50
Exempt	General	CMO	Public Information Section	100050500387	Public Information Officer	E9	1.00	Title Change Only to Communication and Outreach Manager eliminate Job Title	E9	Department Request	0	0.0%	0.0%	0	0	$0	+$0	100050500387	1.00
Non Exempt	General	CD	Planning	10030360	Planning Technician	N13	2.00	Reclassify and Upgrade to Associate Planner (E5) - not part of Planning progression eliminate Job Title	E5	Audit and Planning Division restructure	47,395	9.7%	12.6%	52,000	52,520	$5,125	+$10,250	10030360	2.00
Exempt	General	CD	Planning	10030360	Planner II / III	E6 / E8	4.20	Title Change Only to Planner / Senior Planner eliminate Planner I/II/III	E6 / E8	Planning Division restructure	0	0.0%	0.0%	0	0	$0	+$0	10030360	4.20
Non Exempt	General	CD	Building	10030370	Building Permit Technican	N12	1.00	Reclassify and upgrade to Applications Specialist N15	N15	Audit	53,055	10.0%	22.5%	57,034	57,604	$4,549	+$4,549	10030370	1.00
Non Exempt	General	CD	Building	10030370	Secretary	N10	1.00	Reclassify and upgrade Secretary to Building Permit Technician	N12	Audit	42,632	7.5%	15.0%	45,829	46,288	$3,656	+$3,656	10030370	1.00
Non Exempt	General	CD	Building	10030370	General Building Inspector	N15	0.40	Reclassify and downgrade to Secretary N10	N10	Reorganization	21,638	-30.3%	-37.5%	-6,565	-6,631	-$6,565	-$6,565	10030370	0.40

2014 Budget
2014 Proposed Change Sheet
(sorted by fund)

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	2013 Current	Pay Rate Adjust	Pay Range Change	Subtotal	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non Exempt	General	CD	Planning	10030360	Official Development Plan Inspector	N13	1.00	Reclassify and Upgrade to Construction Inspector (N14) - eliminate job title	N14	Audit	57,034	7.5%	7.5%	61,312	61,925	$4,891	+$4,891	10030360	1.00
Non Exempt	General	CD	Engineering	10030380	Engineering Construction Inspector	N14	2.00	Title Change to Construction Inspector - no change to pay eliminate job title	N14	Pay Plan consolidation	0	0.0%	0.0%	0	0	$0	+$0	10030380	2.00
Exempt	General	Finance	Administration	10015050	Purchasing Officer	E6	1.00	Upgrade to (E7)	E7	Audit	60,598	5.0%	7.5%	63,628	64,264	$3,666	+$3,666	10015050	1.00
Exempt	General	Fire	Fire Prevention	100252600547	Public Information Specialist	E5	1.00	Reclassify to Management Analyst (same grade)	E5	Audit	0	0.0%	0.0%	0	0	$0	+$0	100252600547	1.00
Exempt	General	Fire	Emergency Services	100252600546	EMS Coordinator	E10	1.00	Reclassify Position and Upgrade to Battalion Chief (E12) - No change to incumbent eliminate Job Title	E12	Audit	0	0.0%	0.0%	0	0	$0	+$0	100252600546	1.00
Exempt	General	General Services	Human Resources	100120600544	Recreation Specialist / Wellness	E4	1.00	Reclassify, Upgrade and Title change to Wellness Program Coordinator (E7) eliminate job title	E7	Audit	59,751	10.0%	22.5%	65,726	66,383	$6,632	+$6,632	100120600544	1.00
Exempt	General	General Services	Human Resources	100120600612	Employee Development Analyst	E6	1.00	Reclassify, upgrade and title change to Employee Development Coordinator (E7) eliminate job title	E7	Audit	69,050	5.0%	7.5%	72,503	73,228	$4,178	+$4,178	100120600612	1.00
Exempt	General	General Services	Municipal Court	10012130	Collections Supervisor	E4	1.00	Title change to Court Financial/Technical Supervisor; eliminate Collections Supervisor	E4	Department Request	0	0.0%	0.0%	0	0	$0	+$0	10012130	1.00

2014 Budget
2014 Proposed Change Sheet
(sorted by fund)

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	2013 Current	Pay Rate Adjust	Pay Range Change	Subtotal	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non Exempt	General	General Services	BO&M	10012390	Foreman	N16	1.00	Reclassify, Upgrade and Title Change to Facilities Supervisor (E9)	E9	Audit	70,852	10.0%	21.0%	77,937	78,717	$7,865	+$7,865	10012390	1.00
Non Exempt	General	PR&L	Library Services	10050620	Library Associate II	N11	1.00	Reclassify, Upgrade and Title Change to Library Specialist (N12)	N12	Audit	48,150	7.5%	7.5%	51,761	52,279	$4,129	+$4,129	10050620	1.00
	General	PR&L	Administration	10050050	Regional Parks & Golf Manager	A2	1.00	Title change to PR&L Operations Manager - no change in pay . Eliminate Regional Parks & Golf Manager job title	A2	Department Request	0	0.0%	0.0%	0	0	$0	+$0	10050050	1.00
Hourly	General	PR&L				S19	n/a	Title change Seasonal Supervisor to Senior Seasonal Specialist (S19); no change to pay	S19										
General Fund							**24.10**										**+$57,618**		
Exempt	Utility	PWU	Water Resources Section	20035480	Management Analyst	E5	1.00	Reclassify and title change to Project Specialist	E6	Department Request	60,568	5%	7.5%	63,596	64,232	$3,664	+$3,664	20035480	1.00
Non-Exempt	Utility	PWU	Water Field Operations Section - TEAM	200354700498	Secretary	N10	1.00	Reclassify and upgrade to Applications Specialist N15	N15	Department Request	37,680	30%	37.5%	48,984	49,474	$16,415	+$16,415	200354700498	1.00
Exempt	Utility	IT	IT	20060230	Information Systems Manager	E12	1.00	Reclassify and Upgrade to (A2)	A2	Department Request	106,565	3.0%	3.0%	109,756	110,854	$4,289	+$4,289	20060230	1.00
Exempt	Utility	IT	IT	20060230	Software Engineering Manager	E12	1.00	Reclassify and Upgrade to (A2)	A2	Department Request	106,565	3.0%	3.0%	109,756	110,854	$4,289	+$4,289	20060230	1.00

2014 Budget
2014 Proposed Change Sheet
(sorted by fund)

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	2013 Current	Pay Rate Adjust	Pay Range Change	Subtotal	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Exempt	Utility	IT	IT	20060230	Software Engineer II	E9	1.00	Reclassify, Upgrade and Title Change to ERP Software Engineer (E10)	E10	Audit	84,000	5.0%	7.5%	88,200	89,082	$5,082	+$5,082	20060230	1.00
Exempt	Utility	IT	IT	20060230	Lead Software Engineer	E10	2.00	Upgrade to (E11)	E11	Alignment Adjustment	91,092	5.0%	7.5%	95,647	96,603	$5,511	+$11,022	20060230	2.00
Exempt	Utility	IT	IT	20060230	Systems Analyst / Senior Systems Analyst	E5 / E6	4.00	Reclassify to Technical Support Specialist / Senior Technical Support Specialist and change to non-exempt pay plan; freeze current incumbents who are above N15 maximum. Progression between classifications stays the same. Eliminate job title	N12 / N15	Audit & FLSA review based on industry changes regarding exemption status	69,050	0.0%	0.0%	0	0	$0	+$0	20060230	4.00
Exempt	Utility	IT	IT	20060230 / 200502300911	Systems Analyst / Senior Systems Analyst	E5 / E6	3.00	Reclassify and upgrade 3.0 FTE Senior Systems Analyst to Systems Administrator via promotional process; this is not part of progression. (2.7) 20060230 (.300) 200602300911 Eliminate job title	E7	Audit & FLSA review based on industry changes regarding exemption status			7.5%	0	0	$0	+$30,000	20060230 / 200502300911	3.00
Exempt	Utility	IT	IT	20060230	Systems Analyst Supervisor	E10	2.00	Title Change Only to IT Systems Supervisor	E10	Department Request	0	0.0%	0.0%	0	0	$0	+$0	20060230	2.00
Utility Fund							**16.00**										**+$74,761**		

2014 Budget
2014 Proposed Change Sheet
(sorted by fund)

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	2013 Current	Pay Rate Adjust	Pay Range Change	Subtotal	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non Exempt	General	PR&L	Various	various	Positions impacted by minimum wage increase	various	0.00	Anticipated increase of new minimum wage		Compliance with state mandate							+$1,202		
Non Exempt	General	PR&L	Park Services	80175050340	Parks Contract Maintenance Specialist	N13	1.00	Reclassify, Upgrade and Title Change to Contract Services Coordinator (N15)	N15	Audit	57,033	15.0%	15.0%	65,588	66,244	$9,211	+$9,211	80175050340	1.00
Other Fund Total							**1.00**										**+$10,413**		

General Fund Total:	**24.10**
Utility Fund Total:	**16.00**
Other Fund Total:	**1.00**
TOTAL ALL FUNDS:	**41.10**

General Fund Total:	**+$57,618**
Utility Fund Total:	**+$74,761**
Other Fund Total:	**+$10,413**
TOTAL ALL FUNDS:	**+$142,791**

2014 Budget
PR&L Change Sheet

Pay Plan	Fund	Division	Original Business Unit	Current Classification	Current Grade	FTE	Changes	New FTE	New Grade	Justification	Sub Total	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non Exempt	General	Library	10050620	Library Specialist	N12	0.50	Reclassify, Upgrade and Title Change to Senior Management Analyst; move to PR&L Administration	0.50	E7	Dept Re-Org	$63,094	$63,725	$20,181	$10,090	10050050	0.50
Non Exempt	General	Library	10050620	Library Clerk I/II	N6/N7	0.50	Reclassify, Upgrade and Title Change to Senior Management Analyst; move to PR&L Administration	0.50	E7	Dept Re-Org	$63,094	$63,725	$33,394	$16,697	10050050	0.50
Exempt	General	Park Services	10050690	Park Supervisor	E8	1.00	Create New Title to Parks Superintendent; eliminate Park Supervisor job title	1.00	E8	Dept Re-Org	$0	$0	$0	$0	10050690	1.00
Non Exempt	General	Recreation Facilities Division/ Westview	100507200967	Custodian	N7	1.00	Reclassify, Upgrade and Create New Title to PR&L Community Outreach Coordinator; move to PR&L Administration	1.00	E8	Dept Re-Org	$67,826	$68,504	$33,740	$33,740	10050050	1.00
Exempt	General	Recreation Facilities	100507200860	Assistant Recreation Supervisor	E6	1.00	Split into both City Park busines units	1.00	E6	Dept Re-Org	$0	$0	$0	$0	100507200860; 100507200861	0.50
Exempt	General	Recreation Facilities	100507200860	Recreation Supervisor/ City Park	E8	0.50	Reclassify, Upgrade and Create New Title to City Park Superintendent; eliminate Recreation Supervisor/City Park job title	0.50	E9	Dept Re-Org	$81,491	$82,306	$2,510	$1,255	100507200860	0.50
Exempt	General	Recreation Facilities	100507200861	Recreation Supervisor/ City Park	E8	0.50	Reclassify, Upgrade and Create New Title to City Park Superintendent; eliminate Recreation Supervisor/City Park job title	0.50	E9	Dept Re-Org	$81,491	$82,306	$2,510	$1,255	100507200861	0.50
General Fund Total						**5.0**		**5.0**						**$63,038**		**4.5**

2014 Budget
PR&L Change Sheet

Pay Plan	Fund	Division	Original Business Unit	Current Classification	Current Grade	FTE	Changes	New FTE	New Grade	Justification	Sub Total	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non-Exempt	Golf Course Enterprise	Legacy	22050720	Golf Worker	N10	1.00	Reclassify, Upgrade and Create New Title to Aquatics Supervisor; move to PR&L Aquatics	1.00	E7	Dept Re-Org	$63,094	$63,725	$17,815	$17,815	100507200511	1.00
Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Legacy	22050720	Golf Superintendent	E9	0.50	Reclassify, Upgrade and Create New Title to Recreation Facilities Superintendent; eliminate Golf Superintendent job title	0.50	E10	Dept Re-Org	$91,000	$91,910	$6,130	$3,065	22050720	0.50
Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Legacy	22050720	Assistant Golf Superintendent	E5	1.00	Reclassify, Upgrade and Title Change to Golf Course Superintendent; eliminate Assistant Golf Superintendent job title	1.00	E7	Dept Re-Org and 2014 Salary Survey Request	$69,049	$69,740	$5,508	$5,508	22050720	1.00
Non Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Legacy	22050720	Second Assistant Golf Superintendent	N13	1.00	Title Change to Assistant Golf Course Superintendent; eliminate job title	1.00	N13	Dept Re-Org	$0	$0	$0	$0	22050720	1.00
Golf Course Fund Legacy Total						**3.5**		**3.5**						**$26,388**		**3.5**
Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Heritage	23050720	Golf Superintendent	E9	0.50	Reclassify, Upgrade and Create New Title to Recreation Facilities Superintendent	0.50	E10	Dept Re-Org	$91,000	$91,910	$6,130	$3,065	23050720	0.50
Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Heritage	23050720	Assistant Golf Superintendent	E5	1.00	Reclassify, Upgrade and Title Change to Golf Course Superintendent	1.00	E7	Dept Re-Org and 2014 Salary Survey Request	$64,376	$65,020	$5,135	$5,135	23050720	1.00

2014 Budget
PR&L Change Sheet

Pay Plan	Fund	Division	Original Business Unit	Current Classification	Current Grade	FTE	Changes	New FTE	New Grade	Justification	Sub Total	Salary w/ 1% Market	Cost per FTE	Estimated Cost	Ending BU (if changes made to BU)	Total FTEs impacted per BU
Non Exempt	Golf Course Enterprise	Golf Course Enterprise Fund/ Heritage	23050720	Second Assistant Golf Superintendent	N13	1.00	Title Change to Assistant Golf Course Superintendent; eliminate Second Assistant Golf Superintendent job title	1.00	N13	Dept Re-Org	$0	$0	$0	$0	23050720	1.00
Golf Course Fund Heritage Total						**2.5**		**2.5**						**$8,200**		**2.5**
Exempt	General	Park Services	80175050340	Park Supervisor	E8	1.00	Create New Title to Parks Superintendent; eliminate Park Supervisor job title	1.00	E8	Dept Re-Org	$0	$0	$0	$0	80175050340	1.00
Other Fund Total						**1.0**		**1.0**						**$0**		**1.0**

							Original Bus Unit Amount	Ending Bus Unit Amount (entered in Projection Summary)
(100) General Fund Total:	**5.00**					**(100) General Fund Total:**	**$63,038**	**$80,853**
(220) Golf Course Legacy Fund:	**3.50**					**(220) Golf Course Legacy Fund:**	**$26,388**	**$8,573**
(230) Golf Course Heritage Fund:	**2.50**					**(230) Golf Course Heritage Fund:**	**$8,200**	**$8,200**
Other Fund Total:	**1.00**					**Other Fund Total:**	**$0**	**$0**
TOTAL ALL FUNDS:	**12.00**					**TOTAL ALL FUNDS:**	**$97,626**	**$97,626**

Attachment C

2014 Budget
PR&L Account Changes

Pay Plan	Fund	Dept	Division	Original Business Unit	Current Classification	Current Grade	FTE	Changes	Name	Justification	Cost per FTE	Total Account Transfer Cost	Ending BU	Total FTEs impacted per BU
Exempt	General	PR&L	Recreation	100507200860	Recreation Specialist	E4	1.0	Account Change Only	Zach Venn	Dept. Re-Org	52575	52575	100507200511	1.0
Exempt	General	PR&L	Recreation	100507200963	Recreation Specialist	E4	1.0	Account Change Only	Joe LeDuc	Dept. Re-Org	52688	52688	100507200511	1.0
Non-Exempt	General	PR&L	Recreation	100507200860	Assistant Pool Manager	N8	1.0	Account Change Only	Whitney Wilmes	Dept. Re-Org	39529	39529	100507200511	1.0
Non-Exempt	General	PR&L	Recreation	100507200860	Assistant Pool Manager	N8	1.0	Account Change Only	Dana Russell	Dept. Re-Org	36685	36685	100507200511	1.0
Non-Exempt	General	PR&L	Recreation	100507200963	Assistant Pool Manager	N8	1.0	Account Change Only	Earcillia Romero	Dept. Re-Org	39529	39529	100507200511	1.0
Non-Exempt	General	PR&L	Recreation	100507200963	Assistant Pool Manager	N8	0.5	Account Change Only	Brandon Harkey	Dept. Re-Org	34938	17469	100507200511	0.5
Non-Exempt	General	PR&L	Recreation	100507200963	Assistant Pool Manager	N8	0.5	Account Change Only	vacant	Dept. Re-Org	34066	17033	100507200511	0.5
Non-Exempt	General	PR&L	Recreation	100507200860	Lead Lifeguard	N4	3.9	Account Change Only	various	Dept. Re-Org	13980	97860	100507200511	3.9
Non-Exempt	General	PR&L	Recreation	100507200963	Lead Lifeguard	N4	3.9	Account Change Only	various	Dept. Re-Org	14464	101249	100507200511	3.9
Non-Exempt	Golf Course Enterprise	PRL	Legacy	22050720	Golf Worker	N10	1.00	Reclassify, Upgrade and Create New Title to Aquatics Supervisor; move to PR&L Aquatics	1.00	E7	Dept Re-Org	$46,369	100507200511	-

Attachment D

Mid-Year 2014 Budget Review
2014 Proposed New Position Sheet

Fund	Department	Division	Home Business Unit	Position Title	FTE	2013 Total Salary without Benefits by FTE	Benefit Expense by FTE	Total Cost with Benefits
General	CD	Building	10030370	Secretary	0.10	$3,806	$647	$4,453
GENERAL FUND TOTAL					**0.10**	**$3,806**	**$647**	**$4,453**
Utility	PW&U	UPED (Water Quality Section)	200354800943	Laboratory Aide	0.25	$10,228	$1,739	$11,966
UTILITY FUND TOTAL					**0.250**	**$10,228**	**$1,739**	**$11,966**

General Fund Total	0.10	$3,806	$647	$4,453
Utility Fund Total	0.25	$10,228	$1,739	$11,966
TOTAL ALL FUNDS	**0.35**	**$14,033**	**$2,386**	**$16,419**

WESTMINSTER

Agenda Item 10 K

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: 2014 City Employee Insurance Contracts and Medical/Dental Plans and Rates

Prepared By: Debbie Mitchell, General Services Director
Lisa Chrisman, Employee Development and Benefits Manager

Recommended City Council Action

Authorize the City Manager to renew contracts with Cigna and Kaiser Permanente for healthcare and Delta Dental for dental coverage for City employees; and authorize the continuation of a four-tier rate structure with the employer and employee premium rates as presented.

Summary Statement

- Staff is recommending the adoption of a two-option medical care plan continuing the Kaiser Permanente, a Health Maintenance Organization, HMO plan, and a Cigna preferred provider organization, (PPO), Open Access Plus Plan.

- The proposed healthcare benefit package will require increases of 4.5% in premiums for both the City and the employee for all plan options effective January 1, 2014, while maintaining the current plan design with all providers including Cigna, Kaiser and Delta Dental. Proposed premium rates for 2014 in the existing 4-tier system are included as an attachment.

- The benefit package proposed with the 2013/2014 Budget included the continuation of employee Life, Long Term Disability (LTD) and Survivor Income Benefit (SIB) insurance from Cigna Insurance. The Cigna contract stipulates no rate increase for two years (through 2014); however, the cost of insurance increases as rates are based on wage and wages are increasing in 2014.

Expenditure Required: $10,531,423

Source of Funds: General Fund - $8,662,147
Water Fund - $1,346,339
Wastewater Fund - $337,237
Golf Course Funds - $185,700

Policy Issue

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

Alternatives

1. Renew the healthcare plans at existing levels of coverage but shift the percentage of premiums paid by employees to a higher level, reducing the cost to the City for medical/dental benefits.

2. Reduce the level of coverage provided in the healthcare plans, thereby reducing the overall cost of the City medical/dental benefit budget.

Staff does not recommend either of these alternatives as the biennial benefit survey completed in 2012 demonstrated that the City of Westminster benefits were very competitive but not beyond the market.

Background Information

The City currently provides all benefited employees with an excellent medical benefit package with coverage offered by Kaiser Permanente HMO, and one self-insured option administered by Cigna – a PPO called Open Access Plus (OAP). The City moved to Great-West Healthcare in 2003 from Anthem Blue Cross Blue Shield. Great West was purchased by Cigna in 2007 and the plan was maintained under the Great West's plan design until 2011. Since that time, the plan has been transferred to the Cigna platform. A summary of the plan benefits is attached.

The breakdown of enrollment in the two plans by the number of employees enrolled is as follows:

Cigna OAP Plan	541
Kaiser Permanente HMO	319
Number of employees opting out of plans	87

The City also self-insures its dental benefit. The PPO plan is administered by Delta Dental and, from an employee's perspective, operates very much like a fully insured plan. Diagnostic and preventative services are provided at 100% while basic and major services are covered at 80% after a $50 deductible. The maximum benefit per patient per calendar year is $1,500. Orthodontics is covered at 50% up to a maximum lifetime benefit of $1,500. Last year, staff surveyed the dental benefit to the medical/dental package we offer to employees and results demonstrated that our dental package was in line with what other agencies provided.

The City currently offers vision insurance through Vision Services Plan (VSP). VSP's initial renewals were higher than anticipated, so staff compared the cost and plan designs of two alternatives – EyeMed and United Health Care. The rate increase from VSP provided staff an opportunity to gain input from the Employee Advisory Committee and other employee groups as to preferences. Feedback from employees indicated a desire to stay with the current provider. Subsequently, VSP renegotiated and reduced their rates back to the 2013 premium cost for 2014, so the City will continue with VSP coverage. Since 100% of premium costs are paid by the employee, which ever carrier is selected will not impact the City's budget.

The City pays for over 80% of the total cost of the medical and dental plans. Employees pay between 7% and 25.5% of premium costs dependent upon their tier of coverage selected and classification status. These employer contribution levels are competitive with those provided by other entities included in the City's every-other-year salary and benefit survey.

Health reform continues to unfold and is being carefully monitored by Staff. The Affordable Care Act (ACA), has already impacted the City in several areas and will continue to evolve and be defined in 2014.

Most of the key provisions will not go into effect until 2014 and 2015. The Patient-Centered Outcomes Research Institute (PCORI) was the first of the fees resulting from the Affordable Care Act that did go into effect in 2013. This fee was due for the City's employer-sponsored group health plans on July 31st, and the cost to the City was $1,333. The "Pay or Play" mandate that requires employers to provide health coverage for employees working on average 30 or more hours per week has been delayed. Although the associated penalties have been delayed to 2015, staff will be monitoring the hours worked in potentially vulnerable areas in 2014. This allows the City another year of careful observation and adjustments prior to incurring any associated penalties. Other requirements in 2013 that have been or will be met include the W-2 reporting of health plan cost, HIPAA Certification statements and the Employee Notice of Marketplaces (i.e. Exchanges).

Additionally, the Colorado Civil Union Act was passed in 2013 and the City responded by allowing employees who are in a same sex partnership and have entered into a legal civil union in Colorado the option of adding a partner and dependents to the City's health insurance plan.

In January of 2013, the City opened an on-site employee health clinic. The Center for Healthy Living supports City Council's desire to prioritize healthcare cost containment efforts through a long-term planning strategy. Staff's objective is to reduce overall medical and dental trend rates and thereby mitigate potential unsustainable cost increases in future years. The average increase nationwide for health care in 2014 is projected to be 6.5%, while the City is experiencing a 4.5% increase. This blended plan cost of Cigna and Kaiser represents claims experience to date, as well as a 5% increase in our Cigna Stop Loss Renewal, a 3% increase in our Cigna Administrative Renewal and a 2.86% increase in our Delta Administrative Renewal. Healthcare claims fluctuate, sometimes dramatically from year to year. Implementation of the clinic along with current wellness efforts are designed to impact an increasing cost trend. The Center for Healthy Living, along with the City's Wellness Program, a continued focus on employee communication strategies, and education on healthcare cost containment through consumer driven choices continue to help contain claims costs. The addition of a medical provider to help address chronic conditions, along with an emphasis on healthy lifestyle choices and the inclusion of spouses and dependents were the focus for 2013.

The City self-insures a large portion of its medical benefit and has a Medical Dental Fund that is specifically for medical expenses. The City has an "administrative services only" or ASO contract with Cigna Healthcare. This contract includes the fixed costs of the plan, that is, third party administrative services, claims management review, and specific claim excess insurance beyond the threshold of $150,000. Currently, the Medical Dental Fund balance is at $4,424,733 which is a healthy level for a self-insured medical plan of the City's size. First and second year expenses for The Center for Healthy Living are being funded from the Medical/Dental fund balance. Clinic and administrative expenses will be included in the 2015 premium calculation.

There continues to be clear advantages to remaining with a self-insured plan. This is due to the fact that the City has the ability under self-insurance plan to retain any savings that occur above claims and administrative costs, the City has the protection of the stop loss coverage, and it can be much more proactive with regard to controlling losses by directing wellness and wellness clinic efforts in those areas where they are most needed. Additionally, a self-insured plan is beneficial as the ACA mandates become a reality. Self-insured plans allow the employer more flexibility and attract a healthier risk pool than a fully insured plans. Splitting our risk pool by offering two insurance plan options, particularly when the two plans include a self-insured and a fully insured option, encourages an adverse impact to the whole. The City is unable to fully benefit from low claims costs in our fully insured plan when renewals do not allow us to capture the cost savings of good claims years. Conversely, the City has paid the cost of much higher claims year with Kaiser and has not been buffered from that impact. Historically, we have had much lower benefit utilization plan wide in the Kaiser plan. Therefore, the Cigna self-insured plan misses the opportunity of having a much healthier pool of employees on average. Staff was able to negotiate a risk sharing agreement for 2014 with Kaiser that will return up to 5% of premium costs if our claims experience continues at the lower than normal book of business rate of less than 85% cost to plan.

This comprehensive medical, dental and other insurances benefit package combined with pension and competitive market wages create a fair total compensation package that will continue to allow the City to recruit and retain quality staff that supports the strategic objective of a Financially Sustainable City Government Providing Exceptional Services.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: A – 2014 Proposed Healthcare Plan Design
B – Proposed Exempt Medical/Dental Rate Sheet
C – Proposed Non-Exempt Medical/Dental Rate Sheet

Attachment A

City of Westminster

Open Access Plus and HMO Plan Design

January 1, 2014

Benefits	GWH-Cigna Open Access + Plan		Kaiser HMO Plan
	In Network	*Out of Network*	A2N2
Deductible			
- Individual	$300	$600	$0
- Family	$600	$1,200	$0
Out of Pocket Maximum (OPM*) cross accumulates & includes deductibles (exclusions do apply			
- Individual	$1,800	$6,600	$2,000
- Family	$3,600	$13,200	$4,500
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Coinsurance	90%	60% of allowable charges	N/A
Office Visit Copay			
- Preventive (Routine Physicals)	$15 copay	60% of allowable charges after deductible	*$0 copay
- PCP	$25 copay	60% of allowable charges after deductible	$20 copay
- Specialist	$40 copay	60% of allowable charges after deductible	$30 copay
Inpatient Hospital	90% after deductible	60% of allowable charges after deductible	$250 copay/admission
Outpatient Hospital	90% after deductible	60% of allowable charges after deductible	$100 copay/visit
Emergency Room	$100 copay/visit, waived if admitted	$100 copay/visit, waived if admitted	$100 copay/visit, waived if admitted
Urgent Care	$50 copay/visit	60% of allowable charges after deductible	$50 copay/visit
Well Baby (7 days - 24 months)	$15 copay	60% of allowable charges after deductible	$0 Preventative
Rx		N/A	
- Retail, 30 day supply	20% / 30% / 40% $20 / $50 / $80 (maximum copay)		$15/$30 20% coinsurance for office or self administered drugs OPM of $3,500 for specialty medications
- Mail Order, 90 day supply	20% / 30% / 40% $50 / $125 / $200 (maximum copay)		$30/$60
Ambulance	90% after deductible	90% after deductible	20%, to maximum of $500/trip
X-Ray & Lab	100% for preventive; 90% no deductible for other X-ray and lab	No deductible, 60% of allowable charges	100% (diagnostic) $30 Therapeutic copay/visit $100 copay for MRI,CT,PET or NMS per procedure
Mental Nervous & Substance Abuse			
- Inpatient	90% after deductible	60% of allowable charges after deductible	$250 copay/visit
- Outpatient	90%, no deductible	60% of allowable charges after deductible	$20 Copay/visit
Occupational, Speech, Hearing & Physical Therapy			
- Inpatient	90% after deductible	60% of allowable charges after deductible	$250 copay/individual/admission
- Outpatient	$25 copay	60% of allowable charges after deductible	$20 copay/visit, 20 visit maximum
	Maximum of 40 visits for either in &/or out of network for PT Maximum of 40 visits for all other therapies for either in &/or out of network		
Durable Medical Equipment (DME)	90% after deductible	60% of allowable charges after deductible	20% coinsurance
Home Health Care	100%	100% of allowable charges	100%
	100 day maximum combined in & out of network		
Hospice	100%	60% of allowable charges	100%
	180 day maximum combined in & out of network		
Skilled Nursing	100%	60% of allowable charges	100%, 100 day maximum
	100 day maximum combined in & out of network		
Chiropractic	$25 copay	60% of allowable charges after deductible	$10 copay, 20 visit maximum
	Maximum of 20 visits for either in &/or out of network		

Disclaimer: This summary is a brief overview of your benefits. In the event of a discrepancy between this summary and the contract, the contract will prevail. You can receive a detailed Summary Plan Description which describes your benefits in greater detail online.
Note: Employees with Great-West who live or receive services out of area (no network providers are availablewithin a certain mileage) will receive reimbursement at 80% of allowable charges (subject to in-network deductible)
***Certain preventive care services may incur fees**

Attachment B

City of Westminster
2014 Exempt Medical/Dental Rates

If the employee is a participant in our Wellness Program & a non-smoker, providing the City's Wellness requirements are met, increase the City portion & decrease the employee portion by the following: $10.00 employee only; $20.00 employee + spouse (must meet requirements) or employee plus child(ren); $30.00 family - employee + spouse (must meet requirements) + 1 or more child(ren).

		Employee	Employee plus Spouse	Employee plus Child(ren)	Family
1.0 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$56.28	$162.44	$158.08	$277.56
	City Contribution	$510.96	$1,068.44	$1,040.14	$1,498.38
.9 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$107.28	$269.34	$262.10	$381.98
	City Contribution	$459.96	$961.54	$936.12	$1,393.96
.8 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$158.38	$376.18	$366.16	$571.14
	City Contribution	$408.86	$854.70	$832.06	$1,204.80
.7 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$192.88	$418.48	$407.42	$593.56
	City Contribution	$374.36	$812.40	$790.80	$1,182.38
.6 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$209.82	$455.44	$443.34	$645.90
	City Contribution	$357.42	$775.44	$754.88	$1,130.04
.5 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$226.92	$492.34	$479.30	$698.32
	City Contribution	$340.32	$738.54	$718.92	$1,077.62

9/11/2013

City of Westminster
2014 Non-Exempt Medical/Dental Rates

If the employee is a participant in our Wellness Program & a non-smoker, providing the Wellness requirements are met, increase the City portion & decrease the employee portion by the following: $10.00 employee only; $20.00 employee + spouse (must meet requirements) or employee plus child(ren); $30.00 family - employee + spouse (must meet requirements) + 1 or more child(ren).

		Employee	Employee plus Spouse	Employee plus Child(ren)	Family
1.0 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$56.28	$225.26	$219.20	$452.12
	City Contribution	$510.96	$1,005.62	$979.02	$1,323.82
.9 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$107.28	$326.16	$287.58	$488.82
	City Contribution	$459.96	$904.72	$910.64	$1,287.12
.8 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$158.82	$418.48	$407.42	$593.56
	City Contribution	$408.42	$812.40	$790.80	$1,182.38
.7 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$198.48	$430.82	$419.30	$611.02
	City Contribution	$368.76	$800.06	$778.92	$1,164.92
.6 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$221.18	$480.06	$467.38	$680.80
	City Contribution	$346.06	$750.82	$730.84	$1,095.14
.5 FTE	Monthly Premium	$567.24	$1,230.88	$1,198.22	$1,775.94
	Employee Contribution	$238.28	$517.02	$503.22	$733.28
	City Contribution	$328.96	$713.86	$695.00	$1,042.66

10/1/2013

WESTMINSTER

Agenda Item 10 L-M

Agenda Memorandum

City Council Meeting
October 14, 2013

SUBJECT: Revised Employment Agreement with John A. Stipech and Councillor's Bill No. 40 re Municipal Judge Salary

Prepared By: Debbie Mitchell, General Services Director

Recommended City Council Action

1. Authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2014 with an effective date of January 1, 2014, and an automatic renewal for 2015 unless terminated by City Council.

2. Pass Councillor's Bill No. 40 on first reading setting the salary for the Municipal Judge for 2014.

Summary Statement

- Under the proposed agreement, Judge Stipech's 2014 combined salary and deferred compensation will be $138,168. The agreement allows the Judge to designate a portion of his salary as City-paid deferred compensation to be paid as a lump sum at the beginning of 2014. The new combined salary and deferred compensation for 2014 is three percent higher than the Judge's compensation in 2013.

- No additional modifications have been made to the existing agreement with the exception of the effective dates. If approved, the proposed contract between Judge Stipech and the City will be renewed automatically unless terminated by Council prior to October 31, 2014.

Expenditure Required: 2014 - $138,168 plus the cost of fringe benefits as described in the attached employment agreement

Source of Funds: General Fund - Municipal Court Division Budget

Policy Issue
Should City Council approve a revised employment agreement with the Presiding Judge for the continuation of his services through 2014 and 2015?

Alternative
Council could make further adjustments to the employment agreement with Judge Stipech.

Background Information
Since July 1991, City Council has used an employment agreement for Presiding Judge services. This approach is consistent with the practice of having employment agreements with the City Manager and the City Attorney who also serve at the pleasure of City Council. The agreement with the Presiding Judge addresses the overall duties of the position, the term of the agreement, compensation and benefits, professional development, and termination and separation provisions.

Presiding Judge John Stipech graduated from the University of Utah in 1967 with a Bachelor of Arts Degree and received his Juris Doctorate degree from the University of Denver Law School in 1971. In July 1979, he was appointed as an Associate Judge in Westminster's Municipal Court and has served as Presiding Judge since January 1, 1996. He is a member of the Colorado and Adams County Bar Associations and the Colorado Municipal Judges' Association. Judge Stipech just completed is 17th year on the Board of Directors for School District 50 Education Foundation. He is also the Board's legal advisor and on the nominating committee for officers and new memberships for School District 50 Education Foundation.

The proposed employment agreement with Judge Stipech is similar to the current agreement that Council approved in October 2012 with the exceptions of the effective dates of the agreement.

City Council met with Judge Stipech on September 23 to review his job performance since his last performance appraisal and to determine his compensation for the coming year. The revised agreement incorporates the direction given by Council to Staff and will provide for a three percent increase over the Judge's 2013 compensation level to $138,168.

The employment agreement allows the Judge to designate a portion of his salary as deferred compensation up to the maximum allowed under federal law. As in previous years, the proposed employment agreement with Judge Stipech provides that, except in those cases where the agreement provides for a different benefit level, the Judge will receive the same fringe benefits as those extended to all department heads.

Funds are available in the 2014 Budget to cover the expense for the salary and fringe benefits described in the agreement.

Section 16.2 of the Westminster City Charter requires that the Council set the Presiding Judge's salary by ordinance. The attached Councillor's Bill fulfills this requirement by designating a salary in the Municipal Code that reflects the amount listed in the proposed employment agreement.

The proposed agreement and Councillor's Bill supports City Council's Strategic Plan goal of a "Safe and Healthy Community" by ensuring that a highly competent and experienced jurist continues to serve as the City's Presiding Judge.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Employment Agreement and Ordinance

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2014, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "the CITY," and JOHN A. STIPECH, hereinafter called "EMPLOYEE," both of whom understand as follows:

WHEREAS, the CITY desires to continue to employ the services of John A. Stipech as Presiding Municipal Judge of the City of Westminster as provided by City Charter, Chapter XVI, Section 16.2; and

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

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

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

SECTION 1. DUTIES:

A. The CITY hereby agrees to continue the employment of EMPLOYEE as Presiding Municipal Judge of the CITY to perform the duties and functions specified in Section 16.2 of the City Charter, Chapter 22 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall administer the judicial component of the Municipal Court and shall be responsible for providing judicial coverage to insure efficient and expeditious hearing of all matters scheduled for hearing in the Municipal Court.

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

D. EMPLOYEE shall supervise the judicial staff of the Municipal Court as may be authorized by the City Council. EMPLOYEE shall provide advice and direction to the Court Administrator in connection with the governance of the Court staff.

E. Except as otherwise expressly provided in this Agreement, EMPLOYEE shall be subject to the City of Westminster Personnel Policies and Rules, dated July 1, 2013, as amended ("Personnel Policies and Rules").

SECTION 2. TERM

A. It is the intent of the City Council and EMPLOYEE that EMPLOYEE will serve as Presiding Judge for calendar years 2014 and 2015. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of the CITY. Further, EMPLOYEE agrees not to become employed by any other employer until this Agreement is terminated. Notwithstanding the foregoing, the term "employed" shall not be construed to include other judicial service, private law practice, teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

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

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

D. This Agreement is for a one-year term, but shall be automatically renewed for 2015 unless terminated no later than October 31, 2014.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAYMENT:

A. In the event the City Council decides to terminate EMPLOYEE's employment with the CITY before expiration of the aforementioned term of employment and during such time EMPLOYEE is willing and able to perform the duties of Presiding Municipal Judge, then, and in that event, the CITY agrees to give EMPLOYEE six (6) months' prior written notice or, if no such notice is given, to pay EMPLOYEE a lump sum cash payment equal to his Base Salary for the ensuing six (6) months, plus or minus the pro rata share of deferred compensation to which EMPLOYEE is entitled based on his termination date and the amount of deferred compensation already paid to EMPLOYEE for that year (the "Severance Payment"). In the event the CITY elects to terminate this Agreement without giving EMPLOYEE six (6) months' advance written notice thereof, the EMPLOYEE shall have as his sole and exclusive remedy the Severance Payment as provided in this paragraph and EMPLOYEE shall have no other rights or claims against the CITY and hereby expressly waives and releases the same; provided, however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, the CITY has no obligation to give notice or pay the Severance Payment .

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the CITY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a written suggestion by at least four (4) members of the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction and be entitled to the Severance Payment as described in subsection A of this Section 3.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY no less than sixty (60) days notice in advance in writing, and this agreement shall terminate on the effective date of the resignation.

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

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

SECTION 4. SALARY AND EVALUATIONS:

A. Effective January 1, 2014, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual gross salary ("Gross Salary") of $138,168 which consists of a base salary ("Base Salary") and the amount EMPLOYEE elects to take in deferred compensation. EMPLOYEE may elect to receive a portion of his Gross Salary in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law. The Base Salary shall be payable in installments at the same time as other employees of the CITY are paid.

B. The CITY agrees to review EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY. Such evaluation shall consider the salary of judges of similar municipalities.

C. Pursuant to the City Charter, the Base Salary and deferred compensation provided in this Section shall be approved by ordinance of the City Council.

SECTION 5. HOURS OF WORK:

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

SECTION 6. TRANSPORTATION:

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

SECTION 7. DUES AND SUBSCRIPTIONS:

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

SECTION 8. PROFESSIONAL DEVELOPMENT:

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

SECTION 9. GENERAL EXPENSES:

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

SECTION 10. FRINGE BENEFITS:

The CITY shall provide EMPLOYEE with all benefits that are provided to Department Head level employees by the Personnel Policies and Rules; provided that when such benefits are in conflict with this Agreement, this Agreement shall control. EMPLOYEE'S years of service with the City in an unbenefited capacity will be treated as years of continuous municipal service when the level of EMPLOYEE's benefits is computed.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

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

B. EMPLOYEE is ultimately responsible for providing judicial coverage of all docketed matters in the Westminster Municipal Court.

SECTION 12. GENERAL PROVISIONS:

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

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

C. This Agreement becomes effective on January 1, 2014, and, if automatically renewed, shall be in effect through December 31, 2015.

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

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

F. Effective January 1, 2014, this Agreement replaces and supersedes prior employment agreements between CITY and EMPLOYEE.

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

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

APPROVED by the Westminster City Council on October 28, 2013, contingent upon approval of the Councillor's Bill amending the Municipal Judge salary.

ATTEST:

_____
Nancy McNally, Mayor

_____
City Clerk

_____
John A. Stipech

APPROVED AS TO LEGAL FORM:

_____
City Attorney

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **40**

SERIES OF 2013 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE SETTING THE SALARY OF THE MUNICIPAL JUDGE FOR 2014

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-7-2, W.M.C., is hereby AMENDED as follows:

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

~~$134,144~~$138,168 per annum, effective January 1, ~~2013~~2014, payable bi-weekly inclusive of any amounts provided as City-paid deferred compensation. Such deferred compensation amount may, at the Municipal Judge's option, be paid as a lump sum at the beginning of the calendar year.

Section 2. 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 14th day of October, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of October, 2013.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

AGENDA

CITY OF WESTMINSTER
GENERAL IMPROVEMENT DISTRICTS MEETING
WESTMINSTER CITY HALL, 4800 W. 92ND AVENUE
MONDAY, October 14, 2013
7:00 P.M.

1. Roll Call

2. Minutes of Previous Meetings
   A. 136th Avenue GID (October 8, 2012)
   B. 144th Avenue GID (October 8, 2012)
   C. Amherst GID (October 8, 2012)
   D. Mandalay Town Center GID (October 8, 2012)
   E. Orchard Park Place North GID (October 8, 2012)
   F. Promenade Parking Garage GID (October 8, 2012)
   G. Sheridan Crossing GID (October 8, 2012)

3. New Business
   A. Public Hearing re City of Westminster GIDs re 2014 Budgets
   B. 136th Avenue GID 2014 Budget and Mill Levy (Resolution No. 17)
   C. 144th Avenue GID 2014 Budget and Mill Levy (Resolution No. 10)
   D. Amherst GID 2014 Budget and Mill Levy (Resolution No. 32)
   E. Mandalay Town Center GID 2014 Budget and Mill Levy (Resolution No. 16)
   F. Orchard Park Place North GID 2014 Budget and Mill Levy (Resolution No. 5)
   G. Promenade Parking Garage GID 2014 Budget and Mill Levy (Resolution No. 14)
   H. Sheridan Crossing GID 2014 Budget and Mill Levy (Resolution No. 29)

4. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE 136TH AVENUE GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 16 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 16 setting the mill levy for the taxable year 2012 for collections in 2013 at 16 mills for the City of Westminster 136th Avenue General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE 144TH AVENUE GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 9 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 9 setting the mill levy for the taxable year 2012 for collections in 2013 at 20 mills for the City of Westminster 144th Avenue General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE AMHERST GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 31 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 31 setting the mill levy for the taxable year 2012 for collections in 2013 at 5 mills for the City of Westminster Amherst General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE MANDALAY TOWN CENTER
GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 15 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 15 setting the mill levy for the taxable year 2012 for collections in 2013 at 35 mills for the City of Westminster Mandalay Town Center General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE ORCHARD PARK PLACE NORTH
GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of December 19, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 4 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 4 setting the mill levy for the taxable year 2012 for collections in 2013 at 13 mills for the City of Westminster Orchard Park Place North General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE PROMENADE PARKING GARAGE
GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 13 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 13 setting the mill levy for the taxable year 2012 for collections in 2013 at 5.5 mills for the City of Westminster Promenade Parking Garage General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE SHERIDAN CROSSING GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, OCTOBER 8, 2012 AT 7:53 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter, and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Also present were Stephen P. Smithers, Acting Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Major moved, seconded by Board Member Lindsey, to approve the minutes of the meeting of October 10, 2011 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING CONCERNING THE 2013 BUDGET

At 7:53 p.m., the Chairperson opened a public hearing to consider the proposed 2013 budget. Mr. Smithers reported that Staff had no formal presentation and was present to answer any questions the Board might have. There were no questions and no member of the public wished to testify. The Chairperson closed the hearing at 8:54 p.m.

RESOLUTION NO. 28 ADOPTING THE 2013 BUDGET AND SETTING THE 2012 MILL LEVY

Vice Chairperson Winter moved, seconded by Lindsey, to adopt Resolution No. 28 setting the mill levy for the taxable year 2012 for collections in 2013 at 12 mills for the City of Westminster Sheridan Crossing General Improvement District, formally adopting the 2013 budget for the District as presented, and appropriating the funds as budgeted. On roll call vote, the motion carried unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 7:58 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster GIDs Agenda Item 3 A

Agenda Memorandum

City of Westminster General Improvement Districts Meeting
October 14, 2013

SUBJECT: Public Hearing re City of Westminster General Improvement Districts' 2014 Budgets

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Hold a Public Hearing on the 2014 Budgets for the following City of Westminster General Improvement Districts (GIDs): 136th Avenue GID, 144th Avenue GID, Amherst GID, Mandalay Town Center GID, Orchard Park Place North GID, Promenade Parking GID and Sheridan Crossing GID.

Summary Statement

- City Council acts as the Board of Directors of the GIDs located within the boundaries of the City of Westminster, including 136th Avenue GID, 144th Avenue GID, Amherst GID, Mandalay Town Center GID, Orchard Park Place North GID, Promenade Parking GID and Sheridan Crossing GID.

- Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S. 29-1-103), requires an annual budget to be adopted for each District.

- Budget Law, C.R.S. 29-1-108, requires a public hearing to be held prior to the adoption of the proposed budget or the approval of an amendment to the budget.

- Specific budget details for each of the GIDs are included in the agenda items 3 B-H.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Should a public hearing be held for the GID budgets and budget amendment?

Alternative

The alternative would be to not hold a public hearing. This would not be recommended as Budget Law, C.R.S. 29-1-108, requires a public hearing be held to consider the adoption of the proposed budgets of the GIDs.

Background Information

Staff has determined that holding one public hearing for all seven of the GIDs is legally permissible and administratively more efficient. Therefore, for the 2014 budgets of the GIDs, one consolidated public hearing notice was published in the Westminster Window on October 10, 2013. The Board is requested to open one public hearing, with subsequent consideration of each GID budget action scheduled following the close of the joint public hearing. Additional details about each of the GID budgets are included in the individual GID agenda memo.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy," "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods in One Livable Community." These goals are met by ensuring a balanced budget for each GID where revenues are appropriated to expenditure accounts so the funds can be utilized as the GID intended.

Respectfully submitted,

J. Brent McFall
Executive Director

136th Avenue GID Agenda Item 3B

Agenda Memorandum

City of Westminster 136th Avenue General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 17 re City of Westminster 136th Avenue General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 17 that sets the mill levy for the tax year 2013 for collection in 2014 at 16 mills for the City of Westminster 136th Avenue General Improvement District, formally adopts the 2014 budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 Budget for the City of Westminster 136th Avenue General Improvement District (District) that reflects all proposed District operations in 2014.
- The State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires that an annual budget be adopted for the District.
- A public hearing was held prior to this meeting, as required by Budget Law, C.R.S. 29-1-108.
- The total mill levy of 16 mills for 2014 collection remains unchanged from the previous year.
- Based on the preliminary net assessed valuation, the 16 mill levy will generate $10,413 in property tax revenue on the base assessed valuation. Total revenues that also include ownership tax, interest earnings and intergovernmental revenue are estimated at $235,848.
- Projected expenditures in 2014 are $240,156 for administrative and property tax collection fees and contractual obligations.
- An emergency reserve of $7,075 as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance.
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $240,156

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes, interest earnings, intergovernmental revenues and prior year excess revenues

Policy Issue

Should the attached proposed 2014 Budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108 allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenditures. This would negatively impact the District's ability to operate.

Background Information

The City of Westminster 136th Avenue General Improvement District was organized by City Council on August 14, 2000. The principal purpose of the District is to help finance the construction of the interchange at 136th Avenue and I-25. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District.

On November 7, 2000 the property owners in the District: (1) authorized the District to issue $11,000,000 of debt, (2) approved a mill levy not to exceed 15 mills for debt repayment, which will end in 2021 or when the aggregate collections of principal equal $11,000,000, whichever occurs later, (3) approved a mill levy, not to exceed 1 mill as is necessary to generate up to $10,000 annually for general operating expenditures, and (4) authorized the District to collect, keep and spend all revenues it receives as a voter approved revenue change under the TABOR Amendment. However, an emergency reserve of $7,075 is still required and has been established.

The District overlaps the North Huron Urban Renewal Area (URA) established in January 2004 under the Westminster Economic Development Authority (WEDA) umbrella. WEDA is a tax increment financing district that receives incremental property tax revenues attributable to urban renewal development from overlapping taxing jurisdictions. Because the District overlaps the URA, incremental property tax revenues attributed to the District's mill levy are captured by the URA. In order for the District to fulfill its principal purpose of financing the construction of an interchange at 136th Avenue and I-25, the District entered into an intergovernmental agreement with WEDA on December 11, 2006 to direct the property tax on the District's mill levy captured by WEDA back to the District. On a periodic basis WEDA returns this incremental property tax revenue to the District. This payment from WEDA is budgeted as intergovernmental revenue and is estimated to be $209,260 for 2014.

The City financed and constructed an interchange at 136th Avenue and I-25 through the issuance of sales and use tax revenue bonds. In consideration for this, the District agreed to pay to the City up to $11,000,000 from the District's levy of ad valorem taxes on real and personal taxable property and from the District's tax increment revenues. The District remits these funds to the City annually. This payment to the City is budgeted as contractual obligations and is estimated to be $230,000 for 2014.

The actions requested in this agenda memorandum relate to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is as follows:

BUDGET MESSAGE

The attached 2014 budget for the City of Westminster 136th Avenue General Improvement District ("District") includes these important features:

Westminster City Council organized the District on August 14, 2000. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to finance a new interchange at 136th Avenue and I-25. Because the City of Westminster (City) financed and constructed the interchange through the issuance of sales and use tax revenue bonds, the District agreed to repay to the City up to $11,000,000 principal from the District's levy of ad valorem taxes on real and personal taxable property. The District remits these funds to the City annually as a contractual obligations expense.

Because the District overlaps the Westminster Economic Development Authority (WEDA) North Huron Urban Renewal Area, it entered into an intergovernmental agreement with WEDA to direct the property tax on the District's mill levy captured by WEDA back to the District. WEDA returns this incremental property tax revenue to the District on a periodic basis. This payment from WEDA is budgeted as intergovernmental revenue.

The District's 2013 preliminary assessed valuation is $13,729,470 with an incremental valuation of $13,078,700, leaving the net assessed valuation on the base of $650,770. This is a decrease in the base assessed valuation of $66,650 from the 2012 base assessed valuation. The District will certify a 16 mill levy, which will generate property tax revenues of $10,413 on the net assessed valuation. Total revenues which also include ownership taxes, interest and intergovernmental revenue are estimated at $235,848.

Projected expenditures in 2014 are $10,156 for administrative and property tax collection fees and contractual obligations of $230,000. Total expenditures are estimated to be $240,156 for 2014.

An emergency reserve of $7,075, as required under Article X, Section 20 of the Colorado Constitution, is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Adams County, Colorado for 16 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER 136th AVENUE GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **17** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster 136TH Avenue General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster 136th Avenue General Improvement District of Adams County, Colorado:

1. That the attached budget for $240,156 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 16 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Adams County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
136th Avenue General Improvement District - LGID# 01084/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes - operating	$ 730	$ 716	$ 717	$ 651
Property taxes - debt	10,955	10,733	10,761	9,762
Subtotal property taxes	11,685	11,449	11,478	10,413
Ownership taxes	15,398	14,500	16,007	16,000
Intergovernmental	215,721	213,053	212,402	209,260
Interest	183	79	125	175
Total Revenues	242,987	239,081	240,012	235,848
Operating expenditures:				
Administration	10,000	10,000	10,000	10,000
Contractual obligations	232,000	230,625	230,625	230,000
Treasurer's fees	175	172	172	156
Total operating	242,175	240,797	240,797	240,156
Excess of revenue over (under) expenditures	812	(1,716)	(785)	(4,308)
Beginning balance	11,370	9,334	12,182	11,397
Ending balance	$ 12,182	$ 7,618	$ 11,397	$ 7,089 *

* Ending balance includes $7,075 budgeted for emergency reserves to comply with TABOR Amendment.
The 136th Avenue GID is not party to any lease-purchase agreements.

Mill Levy			
Tax Year/Budget Year	Operating	Debt Svc	Total
2013/2014	1.000	15.00	16.000
2012/2013	1.000	15.00	16.000
2011/2012	1.000	15.00	16.000
Maximum levy is 16 mills			

Net Assessed Valuation	
Tax Year	Amount
2013	650,770
2012	717,420
2011	729,730

144th Avenue GID Agenda Item 3C

Agenda Memorandum

City of Westminster 144th Avenue General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 10 re City of Westminster 144th Avenue General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 10 that sets the mill levy for the tax year 2013 for collection in 2014 at 20 mills for the City of Westminster 144th Avenue General Improvement District, formally adopts the 2014 budget for the District, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 budget for the City of Westminster 144th Avenue General Improvement District (District) that reflects all proposed District operations in 2014.
- The State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires that an annual budget be adopted for the District.
- A public hearing was held prior to this meeting as required by Budget Law, C.R.S. 29-1-108.
- The mill levy of 20 mills for 2014 collection remains unchanged from the previous year.
- Based on the preliminary net assessed valuation, the total mill levy of 20 mills will generate $27,088 in property tax revenue. Total revenues that also include ownership taxes and interest earnings are estimated at $66,138.
- Projected costs in 2014 are $72,481 for administrative and property tax collection fees and contractual obligations.
- An emergency reserve of $1,984 as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance.
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $72,481

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes, interest earnings and prior year excess revenues

Policy Issue

Should the attached 2014 Budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108 allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenditures. This would negatively impact the District's ability to operate.

Background Information

The City of Westminster 144th Avenue General Improvement District was organized by Council on August 30, 2004. The Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to pay the debt associated with improvements within or without the District that benefit the District.

On November 2, 2004 the property owners in the District: (1) approved a mill levy, not to exceed 20 mills, to pay for annual operating expenditures of the District, (2) approved an unlimited mill levy to repay up to $20,000,000 of debt incurred to finance improvements in the District, and (3) authorized the District to collect, keep and spend all revenues it receives as a voter approved revenue change under the TABOR Amendment. However, an emergency reserve or $1,984 is still required and has been established.

The District overlaps the Westminster Economic Development Authority (WEDA) North Huron Urban Renewal Area established in January 2004 under the WEDA umbrella. WEDA is a tax increment financing district that receives incremental property tax revenues attributable to urban renewal development from overlapping taxing jurisdictions. As such, the District mill levy on any valuation above the base is allocated to WEDA. Property taxes attributed to the base valuation of the District are received by the District to pay annual expenses and to repay debt.

The City's financing arm, the Westminster Building Authority (WBA), issued Certificates of Participation (COPs) in 2005 for the construction of the east side of the interchange at I-25 and 144th Avenue, which benefits the District. Because the principal purpose of the District is to pay the debt associated with improvements within or without the District, the District entered into an intergovernmental agreement (IGA) with the City on October 20, 2005. This IGA provides for the District to make annual payments to the City to augment the City's lease payment to the WBA on the 2005 COPs. This payment, funded by the debt portion of the mill levy, is budgeted in contractual obligations and is estimated to be $62,075 for 2014.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is below:

BUDGET MESSAGE

The attached 2014 budget for the City of Westminster 144th Avenue General Improvement District (District) includes these important features:

Westminster City Council organized the District on August 30, 2004. The Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to pay the debt associated with improvements within or without the District that benefit the District. The City of Westminster (City) financed the construction of an interchange that benefits the District through the City's financing arm, the Westminster Building Authority in the form of certificates of participation. The District agreed to repay the City for these improvements from the District's levy of ad valorem taxes on real and personal taxable property. The District remits these funds to the City annually as a contractual obligation expense.

The District overlaps the Westminster Economic Development Authority (WEDA) North Huron Urban Renewal Area. Therefore, the District receives the property tax attributable to the base assessed valuation only. Property tax on the incremental assessed valuation of property in the District is paid directly to WEDA.

The District's 2013 total preliminary assessed valuation is $28,573,010 with an incremental valuation of $27,218,650, leaving the net assessed valuation on the base of $1,354,360. This is a decrease in the base assessed valuation of $71,440 from the 2012 base assessed valuation. The District will certify a mill levy of 20 mills that will generate property tax revenues of $27,088. Total revenues that also include ownership taxes and interest earnings are estimated at $66,138.

Projected expenditures for 2014 are $10,406 for administrative and property tax collection fees and contractual obligations of $62,075. Total expenditures are estimated to be $72,481 for 2014.

An emergency reserve of $1,984 as required under Article X, Section 20 of the Colorado Constitution is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis

The mill levy will be certified with Adams County, Colorado for 20 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER
144th AVENUE GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **10** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster 144th Avenue General Improvement District must adopt a budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster 144th Avenue General Improvement District of Adams County, Colorado:

1. That the attached budget for $72,481 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 20 mills is fixed for the tax year 2013 and for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Adams County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, CO 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
144th Avenue General Improvement District - LGID# 65462/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes - Operating	$ 10,792	$ 10,425	$ 10,488	$ 10,158
Property taxes - Debt	18,601	17,920	18,028	16,930
Subtotal property taxes	29,393	28,345	28,516	27,088
Ownership taxes	38,783	36,400	39,700	39,000
Interest	110	50	100	50
Total Revenues	68,286	64,795	68,316	66,138
General Operating Expenditures:				
Administration	10,000	10,000	10,000	10,000
Contractual obligations	57,487	56,500	56,500	62,075
Treasurer's fees	441	425	427	406
Total general operating	67,928	66,925	66,927	72,481
Excess of revenue over (under) expenditures and other uses	358	(2,130)	1,389	(6,343)
Beginning Balance	6,581	5,786	6,939	8,328
Ending Balance	$ 6,939	$ 3,656	$ 8,328	$ 1,985 *

* Ending balance includes $1,984 budgeted for emergency reserves to comply with TABOR Amendment.
The 144th Avenue GID is not party to any lease-purchase agreements.

Mill Levy			
Tax Year/Budget Year	Operating	Debt Svc	Total
2013/2014	7.500	12.500	20.000
2012/2013	7.356	12.644	20.000
2011/2012	7.093	12.907	20.000
Maximum levy - operating is 20 mills; debt is unlimited			

Net Assessed Valuation	
Tax Year	Amount
2013	1,354,360
2012	1,425,800
2011	1,470,310

Amherst GID Agenda Item 3D

Agenda Memorandum

City of Westminster Amherst General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 32 re City of Westminster Amherst General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 32 that sets the mill levy for the tax year 2013 for collection in 2014 at 5 mills for the City of Westminster Amherst General Improvement District, formally adopts the 2014 budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 budget for the City of Westminster Amherst General Improvement District (District) that reflects all proposed District operations and services to be provided in 2014.
- State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires an annual budget to be adopted for the District.
- A public hearing was held prior to this meeting, as required by Budget Law, C.R.S. 29-1-108.
- The mill levy of 5 mills for 2014 collection remains unchanged from the previous year.
- Based on the preliminary total assessed valuation, the 5 mill levy will generate $63,371 in property tax revenue. Total revenues that also include ownership tax and interest earnings are estimated at $70,871.
- Projected costs in 2014 are $63,951 that includes administrative and property tax collection fees, landscape maintenance, improvement repair expenditures and a contingency for unanticipated expenditures.
- Revenues in excess of expenditures will accumulate in fund balance in order to pay for capital expenditures in future years.
- An emergency reserve of $2,126 is included in the ending fund balance as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment).
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $63,951

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes and interest earnings

Policy Issue

Should the attached 2014 Budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108, allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenditures. This would negatively impact the District's ability to operate.

Background Information

The City of Westminster Amherst General Improvement District was organized by City Council on September 26, 1988. The principal purpose of the District is to operate and maintain the landscaped rights-of-way, open space, drainage areas and certain capital improvements within the Amherst Subdivision. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. In creating the District, a Development Agreement was executed between the City, the District and Melody Homes establishing the District's principal revenue source to be income from an ad-valorem property tax levy of no greater than 5 mills.

Previously, Staff determined that the District was not subject to the revenue limitations imposed by the TABOR Amendment. The determination was based on the District entering into a contractual agreement prior to the passing of the TABOR Amendment. However, an emergency reserve of $2,126 is still required and has been established.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Vibrant Neighborhoods in One Livable Community" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is as follows:

BUDGET MESSAGE

The attached 2014 budget for the City of Westminster Amherst General Improvement District ("District") includes these important features:

Westminster City Council organized the District on September 26, 1988. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to provide operation and maintenance of the landscaped right-of-way, open space and drainage areas within the Amherst Subdivision.

The District's 2013 preliminary total assessed valuation is $12,674,210. This is an increase of $63,000 from 2012. The assessed valuation certified by Adams County for 2013 is used to calculate property taxes due in 2014. The District will certify a 5 mill levy, which will generate property tax revenues of $63,371, based on the preliminary assessed valuation. Total revenues that also include ownership taxes and interest earnings are estimated at $70,871.

Projected expenditures for 2014 are $10,951 for administrative and property tax collection fees, $48,000 for landscape maintenance expenditures and a contingency of $5,000 for unanticipated expenditures. Total expenditures are estimated to be $63,951 for 2014. Revenues over expenditures at the end of 2014 will be accumulated for future major maintenance and/or certain capital improvements.

An emergency reserve of $2,126 as required under Article X, Section 20 of the Colorado Constitution is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Adams County, Colorado for 5 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMISTER AMHERST GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **32** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster Amherst General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster Amherst General Improvement District of Adams County, Colorado:

1. That the attached budget for $70,871 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 5 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Adams County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
Amherst General Improvement District - LGID# 01053/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes	$ 62,885	$ 63,056	$ 63,056	$ 63,371
Ownership taxes	4,302	4,000	4,500	4,500
Total taxes	67,187	67,056	67,556	67,871
Interest	3,267	2,500	2,518	3,000
Total Revenues	70,454	69,556	70,074	70,871
Expenditures				
General operating:				
Professional services	11,723	40,000	12,000	40,000
Administration	10,000	10,000	10,000	10,000
Water-sewer	5,881	8,000	4,159	8,000
Contingency	-	5,000	5,000	5,000
Treasurer's fees	943	946	946	951
Total Expenditures	28,547	63,946	32,105	63,951
Excess Revenue over (under) Expenditures	41,907	5,610	37,969	6,920
Beginning balance	254,291	294,000	296,198	334,167
Ending balance	$ 296,198	$ 299,610	$ 334,167	$ 341,087 *

* Ending balance includes $2,126 budgeted for emergency reserves to comply with TABOR amendment.
The Amherst GID is not party to any lease-purchase agreements.

Mill Levy	
Tax Year/Budget Year	Operating
2013/2014	5.00
2012/2013	5.00
2011/2012	5.00
Maximum levy is 5 mills	

Assessed Valuation	
Tax Year	Value
2013	12,674,210
2012	12,611,210
2011	12,567,760

Mandalay Town Center GID Agenda Item 3E

Agenda Memorandum

City of Westminster Mandalay Town Center General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 16 re City of Westminster Mandalay Town Center General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 16 that sets the mill levy for the tax year 2013 for collection in 2014 at 35 mills for the City of Westminster Mandalay Town Center General Improvement District, formally adopts the 2014 budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 budget for the City of Westminster Mandalay Town Center General Improvement District (District), which reflects all proposed District operations in 2014.
- State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires an annual budget to be adopted for the District.
- A public hearing was held prior to this meeting, as required by Budget Law, C.R.S. 29-1-108.
- The mill levy of 35 mills for 2014 collection remains unchanged from the prior year.
- Based on the preliminary net assessed valuation, the 35 mill levy will generate $25,766 in property tax revenue. Total revenues for 2014 that also include ownership tax and interest earnings are estimated at $67,490.
- Projected costs in 2014 are $67,986 for administrative and property tax collection fees and contractual obligations.
- An emergency reserve of $2,025 as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $67,986

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes, interest earnings and prior year excess revenues

Policy Issue

Should the attached 2014 budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108 allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenses. This would negatively impact the District's ability to operate.

Background Information

The City of Westminster Mandalay Town Center General Improvement District was organized by City Council on September 8, 2003. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District.

On November 4, 2003, the property owners in the District: 1) approved a mill levy not to exceed 35 mills to pay the annual expenses of the District and 2) authorized the District to collect, keep, and spend all revenues it receives as a voter approved revenue change under the TABOR Amendment. However, an emergency reserve of $2,025 is still required and has been established.

The District overlaps the Mandalay Gardens Urban Renewal Area established in March 2003 under the Westminster Economic Development Authority (WEDA) umbrella. WEDA is a tax increment financing district that receives incremental tax revenues attributable to urban renewal development from overlapping taxing jurisdictions. These tax revenues are pledged for debt service purposes. WEDA issued taxable tax increment bonds in 2003 that have subsequently been refunded as tax-exempt tax increment revenue refunding bonds. The initial bond proceeds were used to fund the re-development of the US 36 and Westminster Boulevard area located within the District. Incremental property tax revenues are considered pledged revenues for this bond issue. As such, the District mill levy on any valuation above the base is allocated to WEDA for the debt service of its tax increment bonds. Property taxes attributed to the base valuation of the District are being utilized to augment debt service on these bonds. On an annual basis, net revenues received by the District are paid to WEDA. This payment is budgeted as contractual obligations and is estimated to be $57,600 for 2014.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is as follows:

BUDGET MESSAGE

The attached 2014 budget for City of Westminster Mandalay Town Center General Improvement District ("District") includes these important features:

The Westminster City Council organized the District on September 8, 2003. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to finance a portion of the cost of street improvements and other necessary and related appurtenant facilities within the District. The District overlaps the Westminster

Economic Development Authority (WEDA) Mandalay Gardens Urban Renewal Area (URA); therefore, the District receives the property tax attributable to the base assessed valuation only. Because WEDA financed and constructed the improvements through the issuance of tax-increment financing, the District entered into an intergovernmental cooperation agreement (ICA) with WEDA. The ICA specifies that the revenues received by the District, after deduction for what is required to pay operating expenses, shall be transferred to WEDA Mandalay Gardens URA on a periodic basis each year.

The District's 2013 preliminary total assessed valuation is $16,613,940 with an incremental valuation of $15,877,773 leaving a net assessed valuation on the base of $736,167. This is an increase in the base valuation of $8,224 from the 2012 base assessed valuation. The District will certify a 35 mill levy, which will generate property tax revenues of $25,766 on the net assessed valuation. Total revenues that also include ownership taxes and interest earnings are estimated to be $67,490.

Projected expenses for 2014 are $10,386 for administrative and property tax collection fees and contractual obligations of $57,600. Total expenditures are estimated to be $67,986 for 2014.

An emergency reserve of $2,025 as required under Article X, Section 20 of the Colorado Constitution is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Jefferson County, Colorado for 35 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER
MANDALAY TOWN CENTER GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **16** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster Mandalay Town Center General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statues; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster Mandalay Town Center General Improvement District of Jefferson County, Colorado:

1. That the attached budget for $67,986 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 35 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Jefferson County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
Mandalay Town Center General Improvement District - LGID# 65368/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property Taxes	$ 23,841	$ 25,478	$ 23,630	$ 25,766
Ownership taxes	41,685	41,300	42,600	41,700
Interest	240	75	175	24
Total Revenues	65,766	66,853	66,405	67,490
General Operating Expenditures:				
Administration	10,000	10,000	10,000	10,000
Contractual obligations	57,000	60,900	60,900	57,600
Treasurer's fees	358	382	354	386
Total general operating	67,358	71,282	71,254	67,986
Excess of revenue over (under) expenditures and other uses	(1,592)	(4,429)	(4,849)	(496)
Beginning Balance	8,970	8,505	7,378	2,529
Ending Balance	$ 7,378	$ 4,076	$ 2,529	$ 2,033 *

* Ending balance includes $2,025 budgeted for emergency reserves to comply with TABOR Amendment.
The Mandalay Town Center GID is not party to any lease-purchase agreements.

Mill Levy	
Tax Year/Budget Year	Mills
2013/2014	35.00
2012/2013	35.00
2011/2012	35.00

Net Assessed Valuation	
Tax Year	Amount
2013	736,167
2012	727,943
2011	723,478

Orchard Park Place North GID Agenda Item 3 F

Agenda Memorandum

City of Westminster Orchard Park Place North General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 5 re City of Westminster Orchard Park Place North General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 5 that sets the mill levy for the tax year 2013 for collection in 2014 at 13 mills for the City of Westminster Orchard Park Place North General Improvement District, formally adopts the 2014 Budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 Budget for the City of Westminster Orchard Park Place North General Improvement District (District), which reflects all proposed District operations in 2014.
- State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires an annual budget to be adopted for the District.
- A public hearing was held prior to this meeting, as required by Budget Law, C.R.S. 29-1-108.
- The mill levy of 13 mills for 2014 collection remains unchanged from the prior year.
- Based on the preliminary net assessed valuation, the 13 mill levy will generate $1,629 in property tax revenue. Total revenues for 2014 that also include ownership tax are estimated at $34,728.
- Projected costs in 2014 are $34,350 for contractual obligation payments and property tax collection fees.
- An emergency reserve of $1,042 as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance for 2014.
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $34,350

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes, intergovernmental revenues, interest earnings and prior year excess revenues

Policy Issues

Should the attached 2014 Budget be adopted by the Board?

Alternatives

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108 allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenses.

Background Information

The City of Westminster Orchard Park Place North General Improvement District was organized by City Council on September 14, 2009. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District.

On April 14, 2008, City Council passed Councillor's Bill No. 16 on second reading that approved an Economic Development Agreement (EDA) for the Orchard View development between the City, Westminster Economic Development Authority (WEDA), Centura Health Corporation (Centura) and AZG Westminster, LLC (AZG). The primary purpose of the EDA was to secure the Centura Health Corporation's planned 40 acre medical complex at the southwest corner of I-25 and 144th Avenue.
The Orchard View development is roughly 56 acres. Over the entire 56 acres, there are over $8.4 million of cost recoveries and assessments due. As part of the negotiations, it was agreed that $4,154,549 of the recoveries could be financed by setting up a General Improvement District (GID) and assessing the property 10 mills until the principal amount plus 6% interest was paid back to the City. Three additional mills were put in place and will continue indefinitely to compensate the City for maintenance of the new public infrastructure and administrative services.

The District overlaps the Westminster Economic Development Authority (WEDA) North Huron Urban Renewal Area established in January 2004 under the WEDA umbrella. WEDA is a tax increment financing district that receives incremental property tax revenues attributable to urban renewal development from overlapping taxing jurisdictions. These incremental revenues received by WEDA are pledged for debt services purposes. As such, the District mill levy on any valuation above the base is allocated to WEDA. Only property taxes attributed to the base valuation of the District are received by the District to pay its annual expenses. When the establishment the District was contemplated, parties to the EDA anticipated that property tax revenue received from the total assessed valuation for the District would be available for the District to pay its obligations. In order to fulfill its obligations, the District entered into an intergovernmental agreement with WEDA on December 19, 2011 to provide for WEDA to return the District's incremental revenue to the District. On a periodic basis, WEDA returns this incremental property tax revenue to the District. This payment from WEDA is budgeted as intergovernmental revenue and is estimated to be $32,734 for 2014.

Additionally, on November 3, 2009, the property owners in the District approved: 1) a mill levy not to exceed 3 mills to pay the annual expenses to operate and maintain capital improvements and to administer the District, 2) a mill levy not to exceed 10 mills to pay the District debt for the recoveries and 3) authorized the District to collect, keep, and spend all revenues it receives as a voter approved revenue change under the TABOR Amendment. However, an emergency reserve of $1,042 is still required.

The actions requested in this agenda memorandum relate to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is as follows:

BUDGET MESSAGE

The attached 2014 budget for City of Westminster Orchard Park Place North General Improvement District ("District") includes these important features:

The City of Westminster Orchard Park Place North General Improvement District was organized by City Council on September 14, 2009. Pursuant to the creation ordinance, the Westminster City Council (Council) is the ex-officio Board of Directors of the District.

The District was created pursuant to an economic development agreement (EDA) approved by Council on April 14, 2008 for the Orchard View development between the City, Westminster Economic Development Authority, Centura Health Corporation and AZG Westminster, LLC . The primary purpose of the District is to finance the repayment of cost recoveries associated with the Orchard View Development. The District is authorized to collect a three mill levy for annual operating expenses and a 10 mill levy for debt of the District which includes the cost recoveries.

The District's 2013 preliminary total assessed valuation is $2,643,290 with an incremental valuation of $2,518,000 leaving a net assessed valuation on the base of $125,290. This is an increase in the base valuation of $105,940 from the 2012 base assessed valuation. The District will certify a 13 mill levy, which will generate property tax revenues of $1,629 based on the preliminary assessed valuation. Total revenues that also include ownership taxes, intergovernmental revenue and interest earnings are estimated to be $34,728.

Total projected expenses for 2014 are $34,350 for contractual obligations and property tax collection fees.

An emergency reserve of $1,042 as required under Article X, Section 20 of the Colorado Constitution included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Adams County, Colorado for 13 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER
ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **5** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster Orchard Park Place North General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statues; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster Orchard Park Place North General Improvement District of Adams County, Colorado:

1. That the attached budget for $34,728 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 13 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Adams County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
Orchard Park Place North General Improvement District - LGID# 66176
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes - Maintenance	$ 44	$ 58	$ 58	$ 376
Property taxes - Recovery	104	194	194	1,253
Subtotal property taxes	148	252	252	1,629
Ownership taxes	195	190	352	350
Intergovernmental	2,705	4,681	4,682	32,734
Interest	15	0	15	15
Total Revenues	3,063	5,123	5,301	34,728
General Operating Expenditures:				
Administration	0	0	0	0
Contractual obligations	750	7,922	7,922	34,326
Contingency	0	0	0	0
Treasurer's fees	2	4	4	24
Total general operating	752	7,926	7,926	34,350
Excess of revenue over (under) expenditures and other uses	2,311	(2,803)	(2,625)	378
Beginning Balance	979	3,269	3,290	665
Ending Balance	$ 3,290	$ 466	$ 665	$ 1,043 *

* Ending balance includes $1,042 budgeted for emergency reserves to comply with TABOR Amendment.
The Orchard Park Place North GID is not party to any lease-purchase agreements.

Mill Levy			
Tax Year/Budget Year	Operating	Obligation	Total
2013/2014	3.000	10.00	13.000
2012/2013	3.000	10.00	13.000
2011/2012	3.000	10.00	13.000
Maximum levy - operating is 3 mills; obligation is 10 mills			

Net Assessed Valuation	
Tax Year	Amount
2013	125,290
2011	19,410
2010	11,390

Promenade Parking GID Agenda Item 3G

Agenda Memorandum

City of Westminster Promenade Parking General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 14 re City of Westminster Promenade Parking General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 14 that sets the mill levy for the tax year 2013 for collections in 2014 at 5.5 mills for the City of Westminster Promenade Parking General Improvement District, formally adopts the 2014 budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 budget for the City of Westminster Promenade Parking General Improvement District (District) that reflects all proposed District operations in 2014.
- State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires an annual budget to be adopted for the District.
- A public hearing was held prior to this meeting as required by Budget Law, C.R.S. 29-1-108.
- The operating mill levy of 5.5 mills for collection in 2014 remains unchanged from the previous year.
- Based on the preliminary total assessed valuation, the operating mill levy of 5.5 mills will generate $131 in property tax revenue. This is the only revenue estimated for the District.
- Projected costs in 2014 are $197 for administrative fees and property tax collection fees.
- An emergency reserve of $4 as required under Article X, Section 20 of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance.
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Staff continues to discuss possible alternative uses for the property in this District. If any of these alternatives require budgetary changes, the budget changes will be presented to the Board at a later date for approval.

Expenditure Required: $197

Source of Funds: Estimated property tax revenues and prior year excess revenues for the District

Policy Issue

Should the attached 2014 Budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108, allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenditures.

Background Information

The City of Westminster Promenade Parking General Improvement District was organized by City Council on August 14, 2000. The principal purpose of the District is to facilitate the construction of a parking garage at the Westminster Promenade and to operate and maintain it once constructed. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District.

On November 7, 2000, the property owners in the District took the following actions: 1) Approved $100,000 annually for expenditures of the District, provided by a mill levy not to exceed 5.5 mills; 2) Authorized debt of $9,885,000 to finance the costs of constructing a parking facility and related costs with an unlimited mill levy; 3) Authorized refunding of the District's debt in the amount of $10,500,000 with an unlimited mill levy; and 4) Authorized the District to collect and spend all taxes and other revenues received without regard to any expenditure, revenue raising or other limitation contained within the TABOR Amendment or the laws of the State of Colorado. However, an emergency reserve of $4 is still required and has been established.

The District entered into an agreement on May 15, 2001 with the City of Westminster (City), Inland Pacific Colorado, LLC (IPC) and Westminster Promenade Development Company, LLC (WPDC). Even though the ballot language allows for an unlimited mill levy for debt, the agreement sets the District's total mill levy not to exceed 32 mills unless approved by WPDC. The agreement also facilitates the completion of the Promenade Parking Facility and each party's obligations thereto, and outlines the repayment of the construction costs to the City and WPDC through the District's mill levy.

Development of the parking garage stalled when the economy weakened. However, Staff believes that it is important to keep the District in place to be able to address the parking demand that might be created by alternative uses being considered.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government (DLG) no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the DLG is as follows:

BUDGET MESSAGE

The attached 2014 Budget for the City of Westminster Promenade Parking General Improvement District (District) includes these important features:

Westminster City Council organized the District on August 14, 2000. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. The principal purpose of the District is to facilitate the construction of a parking garage at the Westminster Promenade and to operate and maintain the parking garage once constructed.

The District's 2013 preliminary assessed valuation is $23,867, a decrease of $2,668 from 2012. The District will certify a 5.5 operating mill levy that will generate property tax revenues of $131 based on the preliminary assessed valuation. Property taxes are the only estimated revenues for 2014.

Projected expenditures for 2014 are $197 for administrative and property tax collection fees.

An emergency reserve of $4 as required by Article X, Section 20 of the Colorado Constitution is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Jefferson County, Colorado for 5.5 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER
PROMENADE PARKING GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **14** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster Promenade Parking General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2013 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster Promenade Parking General Improvement District of Jefferson County, Colorado:

1. That the attached budget for $197 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 5.5 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Jefferson County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
Promenade Parking General Improvement District - LGID# 30150/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes-operating	$ 150	$ 146	$ 146	$ 131
Ownership taxes	0	0	0	0
Total taxes	150	146	146	131
Interest	0	0	0	0
Total Revenues	150	146	146	131
Expenditures				
General Operating:				
Administration	144	500	500	195
Treasurer's fees	2	2	2	2
Total Expenditures	146	502	502	197
Excess Revenue over (under) Expenditures	4	(356)	(356)	(66)
Beginning Balance	438	442	442	86
Ending Balance	$ 442	$ 86	$ 86	$ 20 *

* Ending balance includes $4 budgeted for emergency reserves to comply with TABOR Amendment.
The Promenade Parking GID is not party to any lease-purchase agreements.

Mill Levy			
Tax Year/Budget Year	Operating	Debt	Total
2013/2014	5.50	0.00	5.50
2012/2013	5.50	0.00	5.50
2011/2012	5.50	0.00	5.50
Maximum levy is 32 mills by contract, inclusive of max 5.5 mills general operating			

Assessed Valuation	
Tax Year	Amount
2013	23,867
2012	26,535
2011	26,535

Sheridan Crossing GID Agenda Item 3 H

Agenda Memorandum

City of Westminster Sheridan Crossing General Improvement District Meeting
October 14, 2013

SUBJECT: Resolution No. 29 re City of Westminster Sheridan Crossing General Improvement District 2014 Budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 29 that sets the mill levy for the tax year 2013 for collection in 2014 at 12 mills for the City of Westminster Sheridan Crossing General Improvement District, formally adopts the 2014 budget for the District as presented, and appropriates the funds as budgeted.

Summary Statement

- The Board is requested to adopt the attached Resolution approving the 2014 budget for the City of Westminster Sheridan Crossing General Improvement District (District) that reflects all proposed District operations and services to be provided in 2014.
- The State of Colorado Local Government Budget Law (Budget Law), Colorado Revised Statutes (C.R.S.) 29-1-103, requires an annual budget to be adopted for the District.
- A public hearing was held prior to this meeting, as required by Budget Law, C.R.S. 29-1-108.
- The mill levy of 12 mills for collection in 2014 remains unchanged from the previous year.
- Based on the preliminary total assessed valuation, the 12 mill levy will generate $105,075 in property tax revenue. Total revenues which also include ownership tax and interest earnings are estimated at $122,175.
- Projected costs in 2014 are $67,476 for administrative and property tax collection fees, landscape maintenance, improvement repair expenditures and a contingency for unanticipated expenditures.
- Revenues in excess of expenditures will accumulate in fund balance to fund capital expenditures in future years.
- An emergency reserve of $3,665 as required under Article X, Section 20, of the Colorado Constitution (TABOR Amendment) is included in the ending fund balance.
- A budget message describing the important features of the proposed budget and a description of services to be delivered during the budget year is required by C.R.S. 29-1-103(e) and is included in the background information section of this agenda.

Expenditure Required: $67,476

Source of Funds: Estimated revenues for the District including property taxes, ownership taxes and interest earnings

Policy Issue

Should the attached 2014 Budget be adopted by the Board?

Alternative

The alternative would be to not adopt a budget for 2014. However, according to Budget Law, C.R.S. 29-1-103, the District is required to adopt a budget each year. If a budget is not adopted, Budget Law, C.R.S. 29-1-108 allows for the re-appropriation of ninety percent of the amount appropriated in the current fiscal year for District expenditures. This would negatively impact the District's ability to operate.

Background Information

The City of Westminster Sheridan Crossing General Improvement District was organized by City Council on September 9, 1996. The sole purpose of the District is to maintain the right-of-way landscaping and drainage channel within the 120th Avenue right-of-way abutting the Sheridan Crossing Shopping Center, as well as incidental and appurtenant properties to the District. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District.

Ross Investments developed the Sheridan Crossing Shopping Center at the southeast corner of 120th Avenue and Sheridan Boulevard. Ross made significant modifications to the existing drainage area on the south side of 120th Avenue within the public right-of-way. Ross met resistance from prospective tenants to passing on the long term maintenance costs of the area as part of "common area" maintenance expenditures. However, these same tenants were not adverse to a property tax increase to pay for the expenditures for maintenance of the area.

On November 5, 1996, the property owners in the District 1) unanimously approved the creation of the District; 2) approved a mill levy not to exceed 12 mills, and 3) authorized the District to collect and spend all taxes and other revenues received without regard to any expenditure revenue raising or other limitation contained under the TABOR Amendment or the laws of the State of Colorado. However, an emergency reserve of $3,665 is required and has been established.

The action requested in this agenda memorandum relates to the Westminster City Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as the District intended.

Budget Law requires that a budget message be filed along with a certified copy of the budget to the Division of Local Government no later than 30 days following the beginning of the fiscal year. The budget message to be submitted to the Division of Local Government is as follows:

BUDGET MESSAGE

The attached 2014 budget for the City of Westminster Sheridan Crossing General Improvement District ("District") includes these important features:

Westminster City Council organized the District on September 9, 1996. Pursuant to the creation ordinance, the Westminster City Council is the ex-officio Board of Directors of the District. The District was created to provide operation and maintenance of storm drainage improvements and maintenance of all necessary incidental and appurtenant properties and facilities within the District.

The District's preliminary total assessed valuation is $8,756,280 for 2013. This is a increase of $486,880 from 2012. The assessed valuation certified by Adams County for 2013 is used to calculate property taxes due in 2014. The District will certify a 12 mill levy, which will generate property tax revenues of $105,075 based on the preliminary assessed valuation. Total revenues that also include ownership taxes and interest are estimated at $122,175.

Projected costs in 2014 are $11,576 for administrative and property tax collection fees, $50,900 for landscape maintenance expenditures and a $5,000 contingency for unanticipated expenditures. Total expenditures are estimated at $67,476. Revenues over expenditures at the end of 2014 will accumulate for future capital repair and improvement of infrastructure.

An emergency reserve of $3,665 as required under Article X, Section 20 of the Colorado Constitution is included in the ending fund balance.

The budgetary basis of accounting used by the District is the modified accrual basis.

The mill levy will be certified with Adams County, Colorado for 12 mills.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments – Resolution and 2014 Proposed Budget

CITY OF WESTMINSTER
SHERIDAN CROSSING GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. **29** INTRODUCED BY BOARD MEMBERS

SERIES 2013 _____

2014 BUDGET AND MILL LEVY

WHEREAS, the Board of Directors of the City of Westminster Sheridan Crossing General Improvement District must adopt an operating budget prior to each fiscal year; and

WHEREAS, a proposed budget for 2014 was prepared and submitted to the Board of Directors on October 14, 2012 for its review; and

WHEREAS, proper notice was published on October 10, 2013 pursuant to the requirements of Section 29-1-106, Colorado Revised Statutes; and

WHEREAS, a public hearing was held on October 14, 2013 pursuant to the requirements of Section 29-1-108, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any member of the public to the proposed budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Westminster Sheridan Crossing General Improvement District of Adams County, Colorado:

1. That the attached budget for $122,175 is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2014.

2. That the tax levy of 12 mills is fixed for the tax year 2013 for collection in 2014.

3. That City of Westminster Finance Director, Tammy Hitchens, is hereby directed to certify said tax levy to the Adams County Board of County Commissioners and to cause a certified copy of the attached budget to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado 80203.

PASSED AND ADOPTED THIS 14th day of October 2013.

_____
Chairperson

ATTEST:

_____
Secretary

City of Westminster
Sheridan Crossing General Improvement District - LGID# 01061/1
2014 Proposed Budget

	2012 Actual	2013 Budget	2013 Estimated	2014 Proposed
Revenues				
Taxes:				
Property taxes	$ 100,161	$ 99,370	$ 99,370	$ 105,075
Ownership taxes	6,896	6,700	7,080	7,000
Total taxes	107,057	106,070	106,450	112,075
Interest	11,326	9,528	9,781	10,100
Total Revenues	118,383	115,598	116,231	122,175
Expenditures				
General Operating:				
Professional services	4,257	32,400	12,000	32,400
Administration	10,000	10,000	10,000	10,000
Maint/Repair infrastructure	3,781	4,500	4,500	4,500
Water-sewer	10,814	14,000	6,400	14,000
Contingency	0	5,000	5,000	5,000
Treasurer's fees	1,502	1,491	1,491	1,576
Total Expenditures	30,354	67,391	39,391	67,476
Excess Revenue over (under) Expenditures	88,029	48,207	76,840	54,699
Beginning Balance	956,187	1,014,897	1,044,216	1,121,056
Ending Balance	$ 1,044,216	$ 1,063,104	$ 1,121,056	$1,175,755 *

* Ending balance includes $3,665 budgeted for emergency reserves to comply with TABOR Amendment.
The Sheridan Crossing GID is not party to any lease-purchase agreements.

Operating Mill Levy	
Tax Year/Budget Year	Mills
2013/2014	12.00
2012/2013	12.00
2011/2012	12.00
Maximum levy is 12 mills	

Assessed Valuation	
Tax Year	Value
2013	8,756,280
2012	8,269,400
2011	8,395,700