



WESTMINSTER

Staff Report

TO: The Mayor and Members of the City Council
DATE: June 23, 2011
SUBJECT: Briefing and Post-City Council Briefing Agenda for June 27, 2011
PREPARED BY: J. Brent McFall, City Manager

Please Note: Study Sessions and Post City Council briefings are open to the public, and individuals are welcome to attend and observe. However, these briefings are not intended to be interactive with the audience, as this time is set aside for City Council to receive information, make inquiries, and provide Staff with policy direction.

Looking ahead to Monday night's Briefing and Post-City Council meeting briefing, the following schedule has been prepared:

Dinner	6:00 P.M.
Council Briefing (<i>The public is welcome to attend.</i>)	6:30 P.M.
CITY COUNCIL MEETING	7:00 P.M.
POST BRIEFING (<i>The public is welcome to attend.</i>)	

PRESENTATIONS

1. Core Services Inventory Update (*All DH's to please attend*)

CITY COUNCIL REPORTS

1. Report from Mayor (5 minutes)
2. Reports from City Councillors (10 minutes)

EXECUTIVE SESSION

None at this time

INFORMATION ONLY

None at this time

WESTMINSTER HOUSING AUTHORITY

1. Westminster Commons Purchase and Sale Agreement with VOA

Items may come up between now and Monday night. City Council will be apprised of any changes to the post-briefing schedule.

Respectfully submitted,

J. Brent McFall
City Manager





Staff Report

Post City Council Meeting
June 27, 2011



SUBJECT: Core Services Inventory Proposed Update – EARLY DELIVERY
FOR POST CITY COUNCIL MEETING ON JUNE 27, 2011

PREPARED BY: Barbara Opie, Budget & Special Projects Manager

Recommended City Council Action:

- Review and provide Staff with feedback for any adjustments and/or modifications to the following items:
 - Reconsideration of Level of Service Adjustments 2010/2011 – Evaluate Staff’s recommendation and provide direction on whether to delay the implementation of mandatory electronic sales and use tax filing as originally included within the Adopted 2011 Budget.
 - Provide Staff with feedback on any items not identified currently that City Council believes should be reconsidered as part of the Mid-Year 2012 Budget Review in September.
 - City Council Approved Service Business Priority Criteria (Attachment B) – Review and affirm that this set of criteria still helps to identify the City Council priorities.
 - City Council Approved-Staff Proposed Amended Service Hierarchy (Attachment C) – Concur with Staff’s recommendation to clarify the definitions associated with Core Business “Choice” and Core Business “No Choice” as proposed.
 - City Council Approved-Staff Proposed Amended Core Service Inventory & Priorities (Attachment D) – Provide Staff feedback and direction on the proposed changes to the core service inventory document.
 - City Council Approved Community Events Criteria (Attachment E) – Review and affirm that this set of criteria still appropriately identifies City Council’s priorities as they relate to Special Events and Community Events.
 - City Council Approved-Staff Proposed Amended Special Events & Community Events Inventory (Attachment F) – Review the proposed updates and provide direction on areas of concern.

Summary Statement

- This Staff Report is being delivered to City Council a week prior to the normal schedule in order to provide additional time for Council review.
- The series of documents attached to this Staff Report include recommended modifications highlighted in colored font. Staff has worked diligently to streamline the core service inventory document to make sure it accurately reflects the scope and variety of services and programs offered the Westminster community, especially in light of the recent budget reductions made to balance the 2011/2012 Budget.



Staff Report – Core Services Inventory Proposed Update – EARLY DELIVERY FOR POST CITY COUNCIL MEETING ON JUNE 27, 2011

June 20, 2011

Page 2

- Staff requests that City Council review these documents before the Post City Council Meeting on June 27. At the meeting, Staff will seek City Council's feedback on the items noted above.
- Staff does not recommend reviewing City Council Approved-Staff Proposed Amended Core Service Inventory & Priorities (Attachment D) line by line as was done originally in 2010 but rather requests that City Council review the documents, identify any concerns/inconsistencies, and focus the discussion at Monday's Post City Council meeting on those specific items to facilitate the discussion and maximize City Council's time.
- **Staff requests that City Council bring this packet to the Post City Council Meeting on June 27.**

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

- Does City Council concur with the proposed modifications included within this Staff Report to the attached documents associated with the core service inventory and prioritization?

Alternatives

- City Council could direct Staff to return the documents to their original submittal as approved by City Council in 2010. Staff does not recommend this as modifications are necessary to the core service inventory document to accurately reflect the adjustments that resulted from balancing the 2011/2012 Budget in 2010. Furthermore, the adjustments proposed to the service hierarchy will assist Staff in being consistent in identifying No Choice, Choice, Quality of Life or Add On services.
- City Council could direct Staff to conduct further review and provide recommendations to make additional core service adjustments/reductions for the Mid-Year 2012 Budget Review process. Staff does not recommend that at this time as the budget decisions and adjustments made in 2010 for the 2011 budget and beyond were designed to and have put the City into a sustainable budgetary position.
- City Council could direct Staff to move forward with the adjustments as proposed and not discuss this item further.

Background Information

The City was faced with a significantly diminished revenue picture in preparing the 2011/2012 Budget due to the severity of the nationwide recession. The significant growth (i.e., population, retail development and associated sales tax revenues) experienced in the 1990s clearly has ended and will likely not be experienced again in the City of Westminster. In working to change the City's collective mindset from the growth mode of the 1990s to one of reprioritizing resource allocation for long term financial sustainability, Staff commenced work in November 2009 on a Core Services review with the assistance of the City's Strategic Plan consultant, Lyle Sumek. During 2010, Staff developed an inventory of services and programs offered, refined the list to more accurately reflect the services in a meaningful way, developed a proposed set of criteria to help prioritize these services, and prepared a prioritized list of services and programs for City Council's consideration in developing and balancing the 2011/2012 Budget. Ultimately, City Council reviewed all of these documents, made modifications as needed and directed Staff to use this information (both the criteria and prioritized core service inventory) to develop the 2011/2012 Budget.

Included in the Strategic Plan goal of Financially Sustainable City Government Providing Exceptional Services are the objectives: 1) focus on core city services and service levels as a mature city with adequate resources; and 2) institutionalize the core services process in budgeting and decision making. After the adoption of the 2011/2012 Budget in October 2010, Staff strategized on the best way to achieve these objectives. Since February 2011, Staff has begun the review of the core services inventory to update it based on funding level/level of service changes and streamline descriptions where appropriate.

Through this process, the series of documents attached to this Staff Report were reviewed and Staff recommended modifications are highlighted in colored font. Staff has worked diligently to streamline these documents to make sure they accurately reflect the scope and variety of services and programs

offered the Westminster community, especially in light of the recent budget reductions made to balance the 2011/2012 Budget.

Staff is providing this Staff Report a week in advance of when Council would normally receive these materials. Staff respectfully requests that City Council review this document and the proposed updates, flag any questions or concerns, and come prepared to discuss those items at the June 27 Post City Council Meeting.

Summary of Level of Service Adjustments 2010/2011 (Attachment A) – This document provides a recap of the changes made in balancing the 2011/2012 Budget; these reflect many of the difficult decisions that City Council made to balance the budget and are not new items. During the budget preparation, initial impacts of these reductions were projected. As Staff now has more experience with the reductions, the impacts of these changes are revealing themselves, which, in some cases, have greater or lesser impact on operations and/or services than originally anticipated. In some cases, the full impacts of these adjustments have yet to be felt as some of these programmatic changes are not fully implemented. Staff continues to monitor these adjustments and will revisit the impacts as the core services inventory is evaluated and updated in preparation for the 2013/2014 Budget next summer.

Reconsideration of Level of Service Adjustments 2010/2011 – At the May 16 Study Session during the Proposed Core Services & Mid-Year 2012 Budget Review Process discussion, City Council requested that Staff bring forward as part of this update any programs or services that might have been reduced or eliminated through the budget development process that might need to be reconsidered. Staff believes that many of the impacts of the budget reductions may not yet be apparent and that the two-year budget development process during 2012 may provide more light on any items that should be reconsidered.

In discussions with Staff, one service adjustment has been identified for City Council to reconsider at this time. In the Adopted 2011 Budget, the Sales Tax Division of the Finance Department included mandatory electronic sales and use tax return filing. This included the elimination of funds associated with sales and use tax coupon printing, postage and a lock box to receive payments. Due to the time involved in setting up the ACH credit option and the elimination of the vendor's fee, Staff distributed 2011 sales and use tax coupon books to existing businesses as in years past. However, any new entities receiving a business license in 2011 are not receiving coupon books but rather are referred to the City's website to download the forms or file on-line.

The cost for postage and printing the 2011 coupon books was absorbed within the Finance Department budget in 2010. However, the cost of the 2011 lock box will be requested as 2010 carryover into 2011 (approximately \$12,000). Recognizing that only approximately 16% of returns are currently being filed electronically and that the ACH credit payment method will not be available until later this year (a preferred business payment method as noted in the June 6 Staff Report), Staff is recommending to delay mandatory electronic sales and use tax filing until a future date.

Staff Recommended Updates: In efforts to encourage the transition to electronic filing, Staff recommends eliminating the printing and mailing of coupon books for 2012. Currently, Staff mails out approximately 4,100 coupon books once a year (1,800 to people filing returns quarterly or monthly; 2,300 to people who file annually). Staff recommends that efforts be placed in educating businesses to utilize the City's website to download forms for payment or file on-line. Staff also

recommends reinstating the lock box funding in 2012. Staff will work to identify funding in 2011 and 2012 to cover these expenses should City Council concur with Staff's recommendation.

If City Council has any items they believe should be reconsidered, Staff requests that feedback as soon as possible so appropriate research and analysis may be conducted to provide City Council with adequate information to make a decision in line with the Mid-Year 2012 Budget Review in September. Obviously, if an item surfaces after this review with Council but prior to the 2013/2014 Budget development process that Staff feels strongly should be reconsidered, Staff will return to Council to have further discussion.

City Council Approved Service Business Priority Criteria (Attachment B) – Developed in December 2009 and refined/affirmed by City Council in April 2010, this document provides Staff criteria to utilize in prioritizing Service Businesses associated with each Business Activity. Staff utilized these criteria originally when the core services inventory was developed and through the mid-year update process in preparation for City Council review.

Staff is not proposing any updates to this document. Staff requests that City Council review and affirm that this set of criteria still helps to identify the City Council priorities.

City Council Approved-Staff Proposed Amended Service Hierarchy (Attachment C) – This document was developed in December 2009 and affirmed by City Council in April 2010 utilizing a model created by Strategic Planning consultant Lyle Sumek. The terms were created by Mr. Sumek but the definitions were developed by Staff and approved by City Council. Commonly referred to as “the house,” the service hierarchy is one of six criteria utilized in prioritizing programs and services through the Council Approved Service Business Priority Criteria (i.e., Attachment B).

The house helps City Council and Staff identify the community quality expectations and value, defines what services Westminster provides, determines service levels, and helps prioritize the costs (i.e., “the price of government”). While it is only one of six criteria utilized in prioritizing the Service Businesses, it is shown in the core service inventory document in the far right column to help provide background on how items are prioritized.

Staff Recommended Updates: Staff is proposing a slight clarification to the definitions associated with Core Business “Choice” and Core Business “No Choice.” For Choice, Staff recommends adding the phrasing “...includes items required by the Westminster Municipal Code” (W.M.C.). For No Choice, Staff recommends amending the phrasing “...long term contract, such as a perpetual lease or IGA.”

As Staff worked through the revision process, inconsistencies in the application of Choice and No Choice highlighted the need to clarify where W.M.C. and long term contracts fell. Staff recommends placing the W.M.C. under Choice because City Council has the ability to modify the W.M.C. at any time, which means City Council could opt out of a service. Obviously, several services/functions are defined or outlined in the W.M.C. that are dictated by Federal or State law that the City cannot opt out of; in those cases, the fact that it is legally mandated by Federal or State law would then make the service a No Choice, rather than Choice, function.

Under No Choice, Staff recommends clarifying that contracts mean those long term in nature, such as perpetual leases or intergovernmental agreements (IGAs). Staff believes this clarification is important because not all contracts are alike. For example, a contract for professional services associated with

creating a development master plan is not comparable to a long term perpetual water purchase contract (such as the Denver Water/Moffat Tunnel contract).

Staff requests that City Council evaluate these recommended changes and provide direction.

City Council Approved-Staff Proposed Amended Core Service Inventory & Priorities (Attachment D) – The materials included with this Staff Report reflect efforts to create a comprehensive inventory of services and programs offered. Based on the reduction in force and funding adjustments implemented in 2010 and 2011 to balance the budget, Staff has reviewed the core service inventory and provided recommended updates; recommended updates to the document are noted in colored and ~~strikethrough~~ font.

As City Council may recall, the original review of this attached document was very time and labor intensive. Staff is providing this Staff Report a week in advance of when Council would normally receive these materials; Staff respectfully requests that City Council review this document and the proposed updates, flag any questions or concerns, and come prepared to discuss those items.

During 2010, City Council and Staff worked to create an accurate inventory of services and programs offered the Westminster community. Recall that the Service Business Priority (tier I, II or III) indicates the level of importance (more so than the Service Hierarchy/“house”). As a recap, on the attached documents, City Council will find each item as defined below:

- Business Activity – The business activity is the title found at the top of each document identifying the primary activity provided. For example, it may be Legal Counsel and Representation, City Management/Administration, Public Information, Special Events, Community Development, Recreation Wellness/Leisure Services, Library Services, etc. It will not necessarily tie specifically to a department name; it will tie to a specific service or program offered by the City. This is why an item like Special Events, which includes efforts in almost every department across the City, is included as a comprehensive business activity inventory versus being spread out separately within each individual department. This allows for a comprehensive review of this activity in context against the other special events provided in the City.
- Service Business Priority – Staff identified three tiers of Service Businesses provided. First tier items (denoted with a roman numeral “I”) are those items that Staff believes are the highest priority in the provision of services to the community. The criteria Staff utilized may be found in Attachment B – City Council Approved Service Business Priority Criteria.
- Service Business – Under each Business Activity, many associated services have been identified. For example, under City Administration/Management, Strategic Planning and City Council Support are listed as services to ensure the accomplishment of the overall Business Activity of City Administration/Management. It identifies the program or service affiliated with the Business Activity.
- Sub-Service Business – Under each service business, the various components that make up the Service Business are listed. These Sub-Service Businesses are intended to help further identify the programs and services provided. They provide more detail on what goes into providing the service business, such as the provision of multi-use recreation centers, adult recreation center, indoor soccer facility, etc., to provide the Service Business of Recreation Facilities – Leisure/Wellness Amenities under the Business Activity of Recreation Wellness/Leisure Services. Each item listed has been prioritized against the other items listed under each service business and they are listed in priority order.
- Service Hierarchy – This is simply one part of the prioritization process; the overall prioritization process includes six criteria agreed upon by City Council. It is not necessarily any more

important than the other criteria approved by City Council; it is called out to help in the evaluation/prioritization process. Where each item falls is but one component of the approved criteria used to prioritize each Sub-Service Business provided. Items are noted as Community "Add On's"; Quality of Life; Core Business "Choice"; and Core Business "No Choice."

Per City Council direction from the original core services inventory review, the City Manager's Office worked closely with departments in attempts to apply the service hierarchy more consistently throughout the organization. As part of attempting this effort, City Council will see that some areas may have a Service Hierarchy Type as Choice for the primary Service Business but then No Choice for many of the functions noted below the Service Business. For example, the Police Department's "Service Business A – Patrol Services" is listed as a "Choice" item because the City is not mandated by the Federal or State government or the City Charter to provide patrol services. However, once the City decides to be in the business of patrol services, then responding to calls for service, enforce state and local laws, arrest offenders, etc., is a No Choice Sub-Service Business due to Federal and State laws. Similarly, while the City Charter created a Fire Department with a full-time, paid Fire Chief appointed by the City Manager who supervises all appointed and volunteer employees and members of the Fire Department, it does not direct or mandate what the Fire Department shall do or how it shall provide those services. Based on this latitude and for consistency purposes, Staff recommends that the Service Business of Emergency Response to Calls be identified as a Choice because the Charter does not dictate what services are provided by the Fire Department but once we are in the business of emergency response to calls, then "respond to, contain and extinguish fires; salvage and overhaul; and emergency medical response" is a No Choice Sub-Service Business.

Additionally, the Recreation Wellness/Leisure Services and Parks and Open Space Business Activities were significantly modified from the original document presented to City Council during 2010. Staff in the Parks, Recreation & Libraries Department worked to streamline redundancies within the original core service inventory and the revised document is more focused on the programs and services provided the community whereas the original document included a significant amount of detail. As such, City Council will find the both the revised and original versions attached (the original version is in orange font with strikethrough the entire document) as a reference.

Staff Recommended Updates: Throughout the core service inventory document attached, City Council will note a significant amount of recommended changes to streamline and refine the Service Businesses and Sub-Service Businesses as well as ensure they accurately reflect the services and program offered given the reduction in force and funds; Staff worked to consolidate and wordsmith the document in efforts to make it more valuable as a tool to City Council and Staff alike. Under the "Service Hierarchy – Type" column, City Council will note a fair amount of recommended changes as a result of the effort to be more consistent per Council direction.

Staff requests that City Council evaluate these recommended changes and provide direction on areas of concern.

City Council Approved Community Events Criteria (Attachment E) – Developed in December 2009 and refined/affirmed by City Council in April 2010, this document provides Staff criteria to utilize in prioritizing the Special Events and Community Events Business Activities. Staff utilized these criteria originally when the core services inventory was developed and through the mid-year update process in preparation for City Council review.

Staff is not proposing any updates to this document. Staff requests that City Council review and affirm that this set of criteria still appropriately identifies City Council's priorities as they relate to Special Events and Community Events.

City Council Approved-Staff Proposed Amended Special Events & Community Events Inventory (Attachment F) – The events included with this section reflect efforts to create a comprehensive inventory of special events and community events offered in Westminster in which the City either hosts directly or actively participates. Staff has reviewed the inventory and provided recommended updates; recommended updates to the document are noted in colored and ~~striketrough~~ font. These may include events that have been added to or removed from the City's repertoire over the last year, or inadvertently left off of the list last year.

Staff Recommended Updates: Throughout the Special Events and Community Events inventory document attached, City Council will note a recommended changes to reflect the current list of outreach efforts in which the City participates.

Staff requests that City Council evaluate these recommended changes and provide direction on areas of concern.

Potential Additional Adjustments for the September Mid-Year 2012 Budget Review – In this core service inventory update process, Staff has focused on making sure the document and priorities accurately reflect the City's services and programs based on needed reductions in staffing and program funding in order to balance the 2011/2012 Budget.

In preparing for the Mid-Year 2012 Budget Review process, Staff will provide updated revenue projections and work to identify any needed modifications to the Adopted 2012 Budget. The mid-year 2012 Budget internal review process will commence in August whereby departments review their adopted 2012 budgets, look at any changes in services or programs they may either be mandated to make or recommend based on customer demand, and prepare recommended modifications for City Council's consideration. As no significant changes are anticipated for the revenue picture at this time, the need to offset the costs of new services or programs against existing ones may be necessary.

Staff will return to City Council with any areas identified that might result in service or program changes in late August (potentially at a fifth Monday Study Session, if needed and if Council's calendars permit). This will occur only if significant service or program changes are recommended to allow City Council time to review and contemplate them prior to the September 26 Post City Council Meeting Mid-Year 2012 Budget Review. It is highly unlikely that any core service reductions would be introduced; it is more likely that a level of service adjustment might be recommended but it is uncertain at this time. An example of a level of service adjustment is the recent creation of a tiered park maintenance program by the Park Services Division that was a result of the elimination of a park maintenance crew.

Staff is requesting that City Council take time before the Post City Council Meeting on June 27 to review the attached documents. City Council is requested to especially focus on core service inventory document (Attachment D) and identify any key items that they have concerns or questions about and focus the discussion on those key items during the June 27 meeting since there is a significant amount of information to cover in a short amount of time. At the June 27 meeting, Staff

Staff Report – Core Services Inventory Proposed Update – EARLY DELIVERY FOR POST CITY
COUNCIL MEETING ON JUNE 27, 2011

June 20, 2011

Page 9

will seek City Council's feedback on the items noted under the Recommended City Council Action on the front page of this Staff Report.

Staff will use this information in preparing any modifications to the Adopted 2012 Budget.

If City Council has any questions between now at the Post City Council Meeting about this document, please contact Barbara Opie at bopie@cityofwestminster.us or 303-658-2009.

City Council is requested to bring these materials with them to the Post City Council Meeting on June 27.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Attachment A – Summary of Level of Service Adjustments 2010/2011
- Attachment B – City Council Approved Service Business Priority Criteria
- Attachment C – City Council Approved-Staff Proposed Amended Service Hierarchy
- Attachment D – City Council Approved-Staff Proposed Amended Core Service Inventory & Priorities
- Attachment E – City Council Approved Community Events Criteria
- Attachment F – City Council Approved-Staff Proposed Amended Special Events & Community Events Inventory

Summary of Level of Service Adjustments 2010/2011

The information included within this document provides a recap of the changes made in balancing the 2011/2012 Budget; they reflect many, but not all, of the difficult decisions that City Council made to balance the budget and are not new items. As City Council will recall, a total of 72.833 full-time equivalents (FTE) staff positions were eliminated with the 2011 Budget. During the budget preparation, initial impacts of these staffing and budgetary reductions were projected. As Staff now has more experience with the reductions, the impacts of these changes are revealing themselves, which, in some cases, have greater or lesser impact on operations and/or services than originally anticipated. In some cases, the full impacts of these adjustments have yet to be felt as some of these programmatic changes are not fully implemented. Staff continues to monitor these adjustments and will revisit the impacts as the core services inventory is evaluated and updated in preparation for the 2013/2014 Budget next summer.

Below are highlights of some of the adjustments made in services or programs since the core service adjustments were made in late 2010 and early 2011; many of these adjustments resulted in modifications and updates to the core service inventory document, which follows later in this packet. This information is intended to serve as a resource for City Council, illustrating the numerous changes made over the last year in efforts to balance the 2011/2012 Budget and position the City to be financially sustainable for the longer term.

City Manager's Office

- **Community Outreach/Office Support Modifications** – Three positions (0.8 FTE Neighborhood Outreach Coordinator, 0.8 FTE Public Information Specialist and 0.5 FTE Secretary) were eliminated with the Adopted 2011 Budget. The Public Information Specialist position had been vacant for a number of years and Public Information staff had adjusted the number of special projects taken on and was more strategic in communication efforts. The Neighborhood Outreach Coordinator and Secretary position eliminations have resulted in Staff being more strategic as it relates to City Council Community Outreach Program responsibilities, handling accounts payable and Council support. In addition, several items, such as scribe notes (which summarized Study and Executive Session discussions), weekly newspaper clippings, etc., were eliminated as a result of the staffing reductions. Staff continues to work to maintain the Community Outreach efforts but has limited ability to expand efforts significantly.
- **City Edition** – The City has changed the distribution of City Edition to an opt-in alternative for citizens if they are interested in receiving the publication via direct mail. In the past, City Edition was mailed to every household in the City. Printed copies are still distributed at key City facilities and at locations throughout the community. City Edition is also available electronically on the City's Web site. Savings are being realized in printing and postage due to the reduction in the previous citywide mailing of 45,000 copies to the opt-in number of 5,320 for a savings in 2011 of \$46,000.
- **Business Advisory Group (BAG)** – The City has disbanded the BAG. As an alternative to BAG, the City will utilize ad hoc focus groups as needed on issues of importance to the business community.

Central Charges

- **Community Mediation** – Mid-year 2010, the City cancelled its contract with Community Mediation Concepts (CMC). Under this contract, the City paid fees to CMC and then CMC provided free mediation services to citizens. With the elimination of the 0.8 FTE Neighborhood Outreach Coordinator and relatively low usage of this service, the City made the decision to discontinue this free service. The City still offers referrals to CMC, but citizens are responsible for paying mediation fees.
- **Human Services Board** – The funding for the Human Services Board agencies was reduced from \$156,000 in 2010 to \$80,000 in 2011 and remains at that level for 2012.

- **Jefferson County Senior Transit** – Funding for the senior transit program in Jefferson County, run by the Seniors Resource Center (not the County), was eliminated in 2011. It has been a tremendous success story from its inception. The City previously made an annual contribution of \$15,000 for this service; however, this annual contribution is not necessary for the on-going provision of services to Westminster residents. As such, the Jefferson County contribution for the Senior Resource Center provided senior transit was eliminated while the Adams County funding (\$26,420) for ALift was retained in 2011.

Community Development

- **Historic Preservation/CDBG** – Due to the reduction of the 1.0 FTE Community Development Program Coordinator to a 0.5 FTE, Staff is devoting less Staff time to historic preservation efforts. This reduction in hours for the CDBG position should not impact Staff's ability to administer the CDBG program. Some historic preservation responsibilities have been absorbed by Planning Division Staff. Overall, the level of activity in the area of historic preservation has reduced, although still at a higher level than only a few years ago.
- **Engineering Inspections** – The reduction in force has had no effect upon the operations of the Engineering Division to date despite the loss of a 1.0 FTE Engineering Construction Inspector - Indexed position due to private development currently being at a very low level. If private development picks up to a significant level, there could be some impacts to level of service in engineering construction inspections.
- **Rental Housing Inspection Program** – The changes that were made to make the program self supporting, such as registration fee and licensing requirements, have created new administrative responsibilities, especially in the short term. Staff is working on establishing new procedures and policies, contacting all rental owners and educating the public on the revisions to the program.
- **Plan Review** – The loss of a 0.5 FTE Assistant Building Plans Analyst-Indexed position has presented challenges to the Building Division. The Building Division front office continues to be very busy even though there are still not many large tenant finish permits, new homes or new commercial projects. The criteria that supported the indexed plan review position being reduced to half time was tied development activity and revenues produced from commercial expedited plan reviews. The City has not seen too many of these types of projects, but the overall activity level remains consistently high. The Staff member in the current position is shared between plan review and field inspection, but he has not provided any field inspection services due to the workload in the front office.
- **ODP Landscape Inspections** – With the Department of Public Works and Utilities eliminating a 1.0 FTE ODP Inspector, Community Development has absorbed some of this position's workload into the Planning Division amongst the current ODP Inspector and the Landscape Planner positions. Staff has the Landscape Planner handling the drafting and negotiation of Local Private Improvement Agreements, thereby allowing the ODP Inspector to spend more time in the field. So far, there have not been any level of service impacts, but some minor impacts could be experienced during the planting and inspecting season.

Finance

- **Accounts Payable** – The Accounts Payable function acquired additional workload as a result of billing for the **Rental Housing Inspection Program** (new fee implemented 2011) and **Worker's Compensation Program** being administered in house. These changes, coupled with reducing the staff by 0.5 FTE, have been more of a challenge than was anticipated. To accommodate these changes, the two Payroll Technicians assist the one Accounts Payable Technician each week, rotating between the Payroll Technicians every two weeks. In addition, in order to try and even out the workflow, checks are produced and mailed twice a week rather than once a week. The City has eliminated the daily check run that was done for passport processing. People applying for Passports

are required to present a check or money order payable to the US Department of State to send in with their passport application.

- **Sales Tax Coupons** – Beginning in January, Sales Tax staff discontinued sending out coupon books. All new business license holders are able to get the Sales and Use Tax form from the intranet.
- **Utility Billing** – Utility Billing is now doing shut-offs on Tuesday. The biggest challenge is coverage since both the Utility Billing area and Cashier area are required to be covered at all times. Additional Finance Staff has been trained for coverage situations and substitute Cashiers have also been called in.
- **Mail** – The Post Office delivers all Friday City Hall mail to the Public Safety Center building. Finance Staff now collects it on Monday morning in order to process. Finance Staff sorts all City Hall mail on Monday morning, whereas the City Clerk's Office manages the mail delivered on Monday through Thursday.

Fire

- **Reduction of 6.0 FTE** – The fifth ambulance is placed into service when staffing allows and will be in service an estimated 70% of the time during 2011. Depending upon population, future development and number of calls, some of the Department's performance measures could be affected, particularly response time without the fifth ambulance as a regular part of day to day operations.
- **Reduction of Fire Prevention Specialist** – Inspections handled by this position have now been distributed between the Public Education Officer, the Fire Investigator, the Plans Examiner and the Fire Marshal. The only significant impact at this point is a reduction in the number of public education contacts achieved by the Department. As the economy improves and development picks up, it is anticipated that the Department will be a little slower in processing plan reviews and conducting inspections.
- **Reduction of Management Analyst** – The elimination of the Management Analyst position has resulted in reduced capacity to study and research data as it relates to a number of specific issues for the Fire Department and in staying up on and monitoring current issues in the Fire Service. Issues involving provisional pay practices, FLSA, emergency call data analysis, performance measure analysis, and information gathering and has been reduced. The ability to survey for information and predicting trends falls back on other Fire Department Administrative Staff that already has little capacity to add to their current workloads.

General Services

- **Elimination of Secretary for the Environmental and Administrative Services Section** – Existing staff in Human Resources and the Department's Administrative Secretary are providing support services to the Volunteer Program and Environmental Services. Additionally, three volunteers are helping with data entry and data tracking as well as coordination of the household hazardous waste collection program.
- **Reduction in Funding for Technical Support Services in Environmental Services** – Environmental Services reduced its funding for consultants to provide technical support on environmental matters. This resulted in "in-sourcing" technical reviews on complex environmental matters. At the same time, Staff reduced the amount of time spent on Green Team matters to accommodate. This has not slowed the Team's efforts to support operations that are environmentally sensitive. Instead of monthly meetings with the entire team, pocket groups meet as needed to address key projects and the larger group meets quarterly to maintain on-going efforts.
- **Restructuring of the Risk Management Office** – The Risk Management Office replaced two 0.5 FTE Risk Management Specialists with a 1.0 FTE Risk Management Analyst. This restructuring has allowed the City was able to bring the claims administrative services in-house. This office does also require some secretarial assistance from the Human Resources Division (1 hour a day) and from the GS Administrative Secretary.

- **Day Porter Services** – With the elimination of day porter services at City Hall, contractual staff from the Public Safety Center assumed the custodial duty of emergency clean-ups, bio hazard cleaning, and cleaning of the Council Board Room. City Staff assumed responsibility for cleaning their own areas on an as needed basis. Emergency cleaning is provided by contractual cleaning staff from the Public Safety Center. This has had a minimal effect on the day-to-day functions and operations of City Hall.
- **Custodial Services** – Reduction of the 0.25 FTE Custodian in the Building Operations and Maintenance Division required that the cleaning services previously provided by the person in this position be assumed by contract cleaning staff through 2011 when custodial services are re-bid. The use of contract staff requires more oversight; however, this has had minimal effect on the overall operations of the BO&M Division.
- **Facility Maintenance Pools** – The reduction of a 0.5 FTE Senior Maintenance Worker has presented a number of challenges for the BO&M Division. Pool Maintenance responsibilities expand during four months of the year (May – September). This also coincides with the busiest time of the year for the entire maintenance staff. For eight to ten weeks, BO&M Staff concentrate all efforts on the annual maintenance closings of the City’s six recreation centers. Unfortunately for that three month period of time, typical service requests that would normally be taken care of within a three to four day time period may take up to four to six weeks to complete. During the months of June, July, August and September, only life and safety issues are addressed in the 26 City facilities that BO&M is responsible for maintaining. The backlog of maintenance requests and preventive service requests are typically completed through the remainder of the year.
- **Reduction of the 0.5 FTE Secretary in the Building Operations and Maintenance Division** – The reduction of the secretarial position from a 1.0 FTE to a 0.5 FTE position has been the greatest challenge due to the decreased availability of phone coverage. It is estimated that 25% of all normal service requests are called into BO&M. These calls include a number of emergency calls needing immediate attention. The BO&M Division continues to look at ways to improve service and remains confident they can find a solution to this issue.
- **Reduced Messenger Service** – To accommodate a 0.5 FTE reduction, the messenger’s responsibilities were decreased and now involve daily route between facilities; City Council packet deliveries; coordination of pool vehicle maintenance; and maintenance of postage machine/mailroom supplies. Twice daily pickup and delivery of mail to the Post Office is now performed once daily by Post Office employees. Staff in each department has assumed responsibility for posting their department’s mail and, if posted after the Post Office pickup, has to deliver the mail to the post office themselves or wait for the next day’s Post Office service. Courier services have been eliminated and a private courier has to be hired when the service is needed.
- **Elimination of 0.8 FTE Employee Development Analyst and reclassified the 0.2 FTE Employee Development Analyst to the Human Resources Administrator position** – This reclassification has resulted in some reductions in the frequency of training course offerings. With the additional 0.2 FTE in the HR Administrator position, the impact from the elimination of the 0.8 FTE Employee Development Analyst has been minimized as the HR Administrator, HR Analysts and Senior HR Analysts have assumed some of the training responsibilities.
- **Elimination of advertising open citywide positions in local metropolitan area newspapers** – Human Resources Staff has not seen an impact on recruitment efforts for vacant positions with the elimination of this item.
- **Reduction in drug screenings** – With the smaller workforce, Human Resources has not seen an impact with this reduction.
- **Elimination of the e-Learning option for training of City employees** – City employees have not seen an impact from the elimination of this program.
- **Reduction of 1.0 FTE Deputy Court Clerk in the Municipal Court** – The duties of this position were realigned with several other individuals.

- **Reduction of 1.0 FTE Mechanic in the Fleet Maintenance Division** – The duties of this mechanic were related to new Police Car emergency lighting installations and repairs. The installations are outsourced to a third party that specializes in this work, while most repairs are done by existing mechanic staff.
- **Reduction of 0.5 FTE Secretary in the Fleet Maintenance Division** – The secretarial duties that involve vehicle licensing and tool log management have been absorbed by remaining Fleet Staff. Sharing work and focused morning activity is allowing Fleet to meet its responsibilities.
- **Reduction of On-Call Hours** – The reduction in hours is not fully implemented during weekdays as a result of on-going issues associated with Fire Engine 4. The engine has been out of service sporadically for over fifty percent of the time since the City acquired the engine in 2004 due to manufacturer issues; Staff and the manufacturers continue to work to resolve the reliability concerns. Staff will not fully implement the reduced on-call hours until Engine 4 is in service in a reliable manner.
- **Preventive Maintenance Schedules that are Aligned with Manufacturer's** – Previously, vehicles were being serviced on a more frequent basis than manufacturer recommended preventative maintenance. For 2011, Staff aligned preventative maintenance more closely with the manufacturer's recommendations. However, the Fleet Division has kept intact a 10 minute inspection that occurs every two months (checking oil level, lights, wipers, etc.). Otherwise, preventive maintenance remains at intervals to match manufacturer's recommendations while still providing safe vehicles for Staff use with the motoring public.
- **Outsourcing Parts Section** – The Request for Proposal is out to vendors, with a return day of June 29. If the solicitation process proceeds as expected, the parts operation will be fully outsourced and stock transferred to the new operator by September 2011. Meanwhile, the parts operation is being managed by a temporary employee and shared responsibility of Fleet Mechanics.

Information Technology

- **IT Internal Customer Service and Network Support** – The elimination of a 0.5 FTE Help Desk Technician and 0.5 FTE Network Administrator presented challenges to the department in maintaining internal customer service performance measure goals. Since 1989, the Information Technology Department has conducted random monthly customer service surveys to gauge how well the department and IT staff are doing in terms of responsiveness, communication, cooperation, technical knowledge and overall satisfaction. While the department did establish a new service delivery model and self-help service center following core service staff reductions in an attempt to minimize the service impact, declines in survey rankings in the areas of responsiveness and overall satisfaction indicated that some customers were not satisfied with new service model. As a result, the department took immediate steps to evaluate customer needs, service delivery options, technology tools and staff workloads and allocations to identify steps that could be taken within the new budget reality in order to further streamline operations and restore high customer satisfaction ratings. Several changes within the department assisted in achieving that goal within a short period of time. First, the department implemented a new, more robust and efficient data backup system, enabling system staff to spend fewer hours on backup administration duties and more time on direct customer support. Second, the department began evaluation and purchase of a new computer lifecycle and service management tool to streamline the deployment, updating and management of desktop computers. IT staff determined that this tool had the potential to save significant staff time by automating many of the tasks associated with software patch management, application software deployment to PCs, inventory and more. Third, the department utilized temporary staff to assist in a few more simple tasks this year, such as helping decommission and prepare old PCs for Rotary donation. The use of temporary staff saved Systems Analyst time to provide more responsive services to customers during that time. Fourth, because of the actual and anticipated time saved with the purchase of new technology tools, Information Technology was able to reassign staff back to the

Service Center (with a full time Systems Analyst) so that customers would once again have the option to seek IT services by phone for quick or emergency type requests. Staffing the IT Service Center with a full time Systems Analyst instead of the previous Help Desk Technician level position further elevates customer satisfaction by providing a higher level of technical knowledge and more first call resolutions than previously possible.

Parks, Recreation and Libraries

Park Services/Design Development – Due to a reduction in force of 4.2 FTE in Park Services and a \$40,000 reduction in the Division's seasonal salary budget, service level adjustments for 2011 include:

- **Reduced Snow Removal Operations for Park Services** – After presenting an operations plan and receiving City Council direction to proceed, Staff reduced the scope of snow removal within the City's park system. Staff is still doing snow removal on circulation routes, but Staff has eliminated snow removal activities on interior park walkways. Staff has also eliminated snow removal activities on sidewalks and trails adjacent to business and homeowners that, under City Code, property owners are required to perform snow removal adjacent to their property (i.e., 72nd Avenue, 73rd Avenue, and Huron Street north of 128th Avenue).
- **Reduced Levels of Park, Open Space and Green Space Maintenance** – A three-tiered park maintenance program and a fourth maintenance tier for other properties has been instituted by Staff after being presented to City Council at the April 18 Study Session. Service levels have been adjusted for many parks based on level of usage, types of usage, level of recreation programming and other factors.
- **Alleyway Maintenance** – Due to core services prioritization and based on City Code identification of property owner responsibility, Staff has discontinued mowing operations in six alleys located between Federal Boulevard and Lowell Boulevard (east and west) and 80th Avenue and 83rd Avenue (north and south).
- **Reduction in Greenhouse Operations** – Staff has reduced the level of service provided by the City's outdoor flower program by eliminating 12 flower beds in parks and 88 flower beds along 72nd Avenue. Staff has also eliminated the City's holiday poinsettia program.
- **Greenhouse Revenue Generation** – The level of service reduction in the outdoor flower and poinsettia program has freed up enough greenhouse space to grow plant materials that will be sold to Hyland Hills Park and Recreation District and the City of Northglenn (providing approximately \$4,000 in revenue).
- **Holiday Decorations** – Based on the core service process, the City eliminated holiday lighting on the trees along 72nd Avenue and reduced the Elf Village and related displays at City Hall (implemented with the 2010 holiday season).

Library Services – Due to the reduction in force of 1.825 FTE in Library Services and the \$40,000 reduction in the temporary salary budget, service level adjustments for 2011 include:

- **Reduction in Hours of Operation** – The Library reduced weekly hours of operation at College Hill and Irving Street starting January 1, 2011. Seven hours per week were reduced at each facility based upon low attendance during those times.
- **College Hill Library Hours** – College Hill Library hours may change in 2012, depending upon negotiations with Front Range Community College. Part of the direction with the new 2011 hours was that Staff would reassess how the new hours are working by meeting with College staff in June. To that end, Staff is collecting verbal comments they are receiving from patrons every six weeks as well as collecting comment cards and any other types of complaints or comments received about the revised 2011 hours.
- **Change in Holiday Hours** – The Library reduced its holiday closures starting in mid-2010. College Hill and Irving Street were closed for an additional three days in 2010 (the day after Thanksgiving,

Christmas Eve and New Years' Eve). Both libraries will have the same holiday closures in 2011 and will added Martin Luther King, Jr., Day as a closure.

- **Automation Services** – The Library no longer provides the same levels of Automation Services support to Front Range Community College. This service has been complimentary and City Staff can no longer handle the volume of College requests.
- **Homework Help** – The Library reduced Homework Help by one day each week because of the 5:00 p.m. closure of Irving Street Library on Thursdays.
- **CCC Online Program** – Effective July 1, 2011, the library's Automation Services team will no longer support the Colorado Community College Online access. The CCC Online program will absorb this.
- **Reduction in Temporary Staffing** – Fewer substitutes are being brought in to cover vacations, sick leave and trainings. This may require some story times cancellations as the year progresses.
- **Summer Programming** – Weekly summer programming for children ages 6 to 12 will be reduced to half of the sessions provided last year, although more children will be able to attend each session. This is an attempt to make more effective use of Staff and volunteer time.

Recreation Facilities and Programs

- **Kings Mill Pool Closure** – The pool and building have been razed and the site is now being prepared for a renovated and expanded park. Based on input received at the November 8, 2010, public meeting, Design Development Staff are in preliminary design with options that include the addition of kid-friendly activities that appeal to a range of ages. Specifically, ideas being explored to complement the existing playground and tennis courts include a shade shelter and picnic tables, play elements focused on spinning and climbing, and a skate spot (a small skate park, appropriately sized for a neighborhood park).
- **Eliminated Easter Eggstravaganza, Mother/Son Bowling and Mother/Daughter Tea Events** – The elimination of these events resulted from the core service inventory prioritization process and City Council input in 2010. There will be both a cost savings and a revenue reduction as a result of the elimination of the Mother/Son Bowling and Mother/Daughter Tea Events.
- **Eliminated One Summer Concert** – One of the two concerts typically held at the Irving Street pavilion has been eliminated for 2011. Staff anticipates minimal impact as a result of this elimination.
- **Eliminated the 9 Health Fair** – Colorado had 171 sites offered in 2010, so the impact on the community is minimal. Staff typically spent over 500 hours on this event and the elimination in 2011 has provided the opportunity to re-allocate those Staff resources to other City programs.
- **Reducing Entertainment at the Westminster Faire** – The entertainment that walked around and was not part of the staged performers will be reduced for the 2011 Faire. Staff is anticipating minimal impact.
- **Reduction in Weekend Hours at West View Recreation and the Swim and Fitness Centers** – Both facilities now close at 6 p.m. on Saturday and Sundays (previously closed at 7 p.m.). This has had some impact on guests, but was needed to maintain customer service with reduction in staffing levels.
- **Elimination of Drop-in Childcare at West View Recreation Center** – This has had limited impact on guest service and fitness program attendance, but this was not a highly-used service.
- **Reduction of 8.0 FTE at the Recreation Centers** – Some of the hours and responsibilities are now covered by hourly staff or contractors. Many front desk clerk hours, particularly at the City Park facilities, are now being covered by hourly staff with minimal impact on service. The positive result is the ability to adjust and “flex” scheduling as needed.

Standley Lake Regional Park

- **Boat Inspections/Aquatic Nuisance Species (ANS) Program** – Review of usage statistics helped determine the hours that the City offers boat inspections and ANS Program sprayings could be

reduced to later in the day without problems in maintaining a convenient schedule for permit holders. The reduction in hours resulted in savings in seasonal park ranger salaries with minimal impacts on the customer.

Police

- **Public Information Unit** – The elimination of a 1.0 FTE Public Information Officer from the Public Information Unit has resulted in Staff having to decline a number of community and/or outreach events due to time constraints and availability of staffing resources. There are 2.0 FTE remaining in the Department’s Public Information Office.
- **Fingerprinting** – These services are now only being provided to City residents and employees and the services themselves are only available from Tuesday through Thursday from 1:00 PM-6:00 PM.
- **Liquor Enforcement** – Due to the elimination of a 1.0 FTE Liquor Investigations Officer, Staff has reduced proactive enforcement activities. Overall liquor enforcement activities are more reactive in nature. These duties were reassigned to the Intelligence Detective.
- **Accident Investigations** – Due to the reduction of 2.0 FTE Accident Investigator positions, current Accident Investigators and Traffic Officers have experienced an increased call load.
- **School Resource Officer Program** – With the elimination of 2.0 FTE School Resource Officers in Jefferson County middle schools, the remaining School Resource Officer assigned to Jefferson County middle schools is splitting time between Wayne Carl, Moore and Mandalay Middle Schools. Accordingly, these schools no longer have one dedicated School Resource Officer.
- **Animal Management** – The elimination of a 1.0 FTE Animal Management Officer has reduced overall animal management service availability to public. Specific items have been eliminated, including responses to nuisance wildlife calls for service, pick-up of dead wildlife on private property and overtime for impounding found bicycles.
- **Domestic Violence Fast Track Program** – Following City Council’s direction, Staff pursued and was successfully awarded the 2011 17th Judicial District Victim Assistance Law Enforcement (VALE) Grant (Adams County) and the 2011 1st Judicial District VALE Grant (Jefferson County) for funding of a 1.0 FTE Victim Advocate position.
- **Project Specialist** – In 2010, the Police Department strategically elected not to immediately fill a 1.0 FTE Project Specialist position. The Department’s intent is to see if the duties previously held by this position can be successfully redistributed and absorbed by existing personnel. If this is successful, the Department will explore if this position might be more effectively utilized elsewhere in meeting other service and workload demands, particularly related to core services reductions and impacts.

Public Works and Utilities

- **Reduction of 2.0 FTE Street Supervisors** – As a result of core service evaluation and streamlining operations to maximize limited resources available for street repair and rehabilitation, the Street Division was reorganized. Limited impacts on signing and pavement marking phases of service delivery have resulted from the reorganization. Duties previously handled by the Street Supervisor positions have been assumed by new management structure including Foreman, Street Project Specialist and Pavement Management Coordinator.
- **Reduction in Street Sweeping** – Street sweeping service has been reduced from sweeping arterial streets 12 times per year (monthly) with collector and residential streets being swept 10 times per year (monthly, March-December), to four (4) citywide sweeping rotations; these rotations include spring, summer and two fall rotations (leaf clean up), as well as continuance of Post Snow Storm Sweeping. Citizens’ concerns or requests for service have not increased; however, minor increase in accumulated gutter debris noticed by Staff.
- **Reduction in Street Lane Line Repainting** – The lane line repainting in the fall was eliminated on selected collector streets, resulting in a 6% reduction in restriping budget. Staff remains confident that one time per year restriping is adequate for selected streets with lower traffic volume.

- **Reduction of 1.0 FTE ODP Inspector** – This position was eliminated from the Public Works and Utilities Department and responsibilities transitioned into the Planning Division of the Community Development Department amongst the existing ODP Inspection and Landscape Planning staff. Part of the initial focus of this position was to encourage water conservation and water savings measures at the time of landscape installation. Although this focus may shift slightly, inspections are still currently being successfully performed.
- **Water Quality Testing eliminations** – Staff eliminated a portion of water and wastewater testing that is not mandated by state or federal authorities. These eliminations included some invasive species monitoring and heavy metals testing. The elimination of these tests may result in less data for Staff, which could affect the identification of water quality trends, reduce the amount of insight into lake issues and could therefore potentially impact operational decisions.
- **Jim Baker Reservoir Operating and Maintenance Costs** – The funding of operating and maintenance costs associated with Jim Baker Reservoir were reduced based on historical need. The reservoir is established and does not require the level of funding previously budgeted. No impact to operations is expected.
- **Reclassification** – A change in staffing from a 1.0 FTE Foreman to a Utilities Systems Specialist in the Meter Shop saved \$4,798 annually and the duties were successfully shifted from the foreman position to the systems specialist.
- **Reduction of 4.0 FTE and 4 seasonal positions in Utilities Operations** – The meter shop was reduced from 8.0 FTE plus 4 seasonal employees to 4.0 FTE. In 2010, the meter shop successfully completed a multi-year change out of all water meters within the City. As the project ended, Staff determined that the workload had dropped and duties could be handled by a smaller crew. Currently Staff is evaluating workloads and priorities, especially when customer account turn-offs come from Utility Billing. The entire meter shop crew plus 2 to 3 workers from other crews assist in turn-offs. Also of note, some preventative maintenance tasks on large meter testing and meter pit/vault maintenance are not being regularly performed or are only being repaired on an as-needed basis.
- **Reduction of 2.0 FTE in Utilities Operations** – Along with the reduction of 4.0 positions in the meter shop, Utilities Operations also eliminated a 1.0 FTE Senior Management Analyst and a 1.0 FTE Special Projects Coordinator. These functions were administrative functions assisting with budget and capital project management, as well as contract management. A portion of these duties have been shifted to the Superintendent, while others have been either shifted to the Division Manager, Secretary and Foremen, or eliminated.
- **Additional Reduction in Seasonal Program** – In addition to the other staff reductions in Utilities Operations, 2 additional seasonal positions were also eliminated in efforts to minimize the service impact. Staff quickly realized that without any seasonal staff, much of the annual valve and hydrant maintenance program would be put on hold or effectively cancelled. After this year of reduced seasonal hires, Utilities Operations Staff will re-evaluate the need for seasonal assistance to perform preventative/predictive maintenance and assist with emergency repairs in the distribution and collection systems.
- **Reduction in Sewer Inspection and Cleaning** – The frequency of sewer inspection and cleaning was extended from a 3-year rotation to a 4-year rotation, meaning the majority of sewer lines will be cleaned and inspected once every four years instead of every three. As we are early on in the change, Staff is uncertain as to the outcome of the longer schedule. Staff has received comments from CIRSA and the Colorado Department of Public Health and Environment questioning the change, especially if it begins to impact safety or level of service (dependability) provided to the customer but no significant issues have been raised by either entity. Staff continues to monitor the impacts and continues dialogue with both entities.

CITY COUNCIL APPROVED

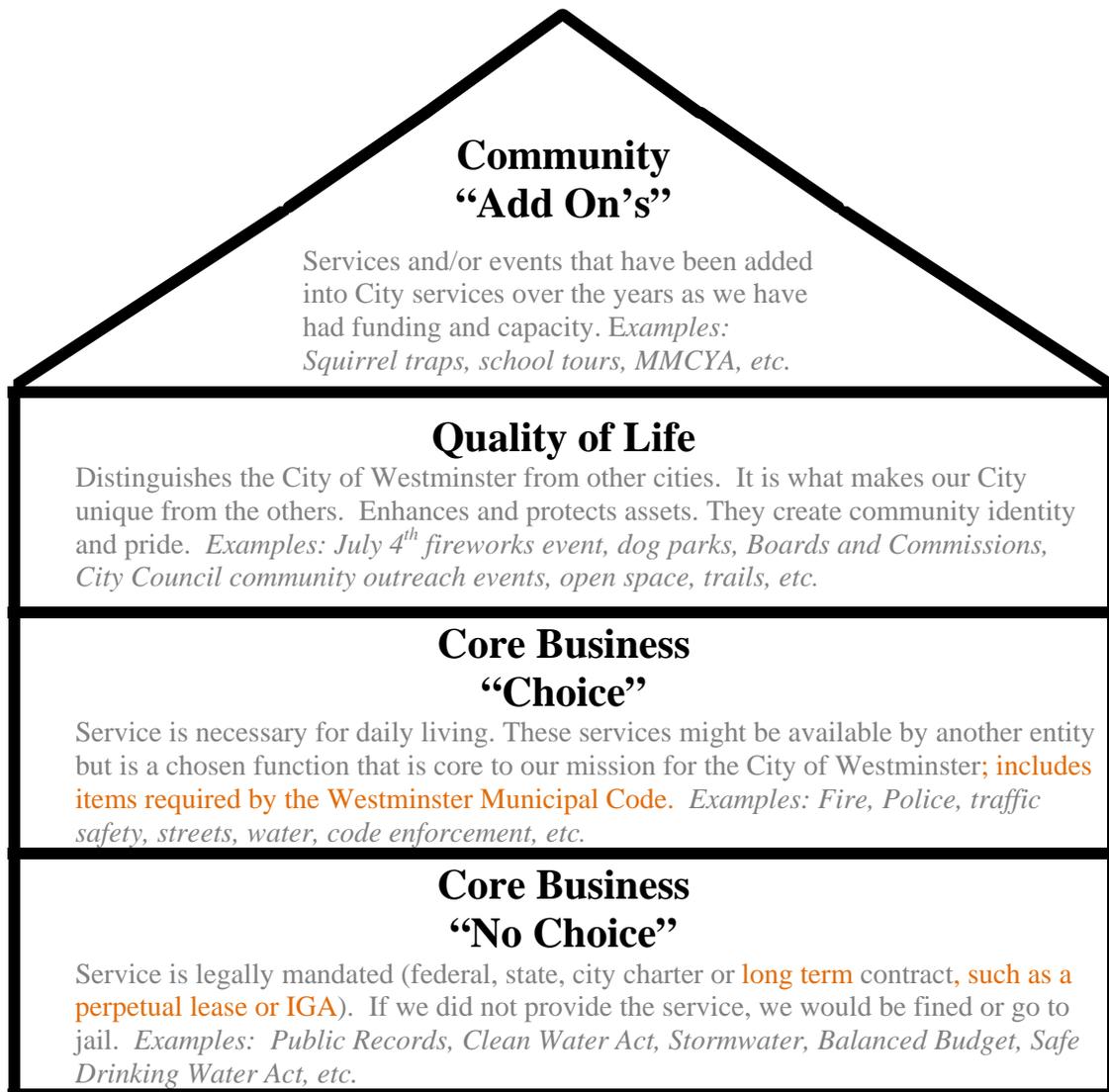
Service Business Priority: Criteria to Prioritize Service Businesses

1. Short Term Focus – Council directives, work activities, or action agenda
2. Long Term Outcome – Visions (principles), Mission (principles), and Goals (objectives): contribution to achieving
3. Degree or rate of cost recovery
4. Shift the service to a viable, appropriate provider at an acceptable cost (private, community organization or government)
5. Customer Served (Primary/Secondary) and Value to Customer
6. Service House: no choice, choice, quality of life, add on (no choice is higher priority than add on)

- City Council approved April 19, 2010

Service Hierarchy for the City of Westminster

→ Keep our mission statement as the primary focus when looking at core businesses:
“Our job is to deliver exceptional value and quality of life through SPIRIT.”



- **Our Community Quality Expectations and Value**
 - **Defines What Service for Our City**
 - **Determines Service Level for Our City**
 - **Costs – The Price of Government**

Legal Counsel and Representation

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Legal Advisor to City Council	No Choice
	1)	Defend City Council in all legal actions brought against them	No Choice
	2)	Provide pre-decisional legal advice as necessary and assist in developing optional pathways to achieve desired objectives	No Choice
	3)	Provide legal opinions on potential conflicts of interest on request	No Choice
	4)	Immediately provide City Council with critical case law developments as they are announced	No Choice
	5)	Provide monthly-regular summaries of new case law pertinent to the City and its operations	Choice No Choice
I	Service Business B	Legal Advisor to City Officers and Department Heads	No Choice
	1)	Provide pre-decisional risk analysis and assist in developing options	No Choice
	2)	Provide formal and informal legal opinions and advice	No Choice
	3)	Assist in negotiating agreements with third parties	Choice
	4)	Provide a proactive litigation avoidance training program	Choice
	5)	Attend internal and external meetings on request and provide legal counsel as necessary	Choice
	6)	Provide monthly-regular summaries of new case law pertinent to the City and its operations	Choice
	7)	Provide periodic legal trainings on specific issues as needed	Quality of Life Choice
	8)	Attend weekly Department Head meetings and periodic budget and planning retreats	Choice
II	Service Business C	Prosecution of Ordinance Violations	No Choice
	1)	Provide the prosecution services related to the City's Fast Track Domestic Violence program	Choice No Choice
	2)	Pursue civil nuisance abatement actions as necessary to achieve code enforcement objectives	Choice
	3)	Prosecute violations of the Model Traffic Code	No Choice
	4)	Prosecute all state counterpart misdemeanor offenses	No Choice
	5)	Conduct trainings for police officers and other City staff on municipal court procedures and criminal law	Choice
	6)	Assist Probation Department in enforcing probationary terms and conditions	Choice
II	Service Business D	Legal Representation in State and Federal Court and other tribunals	No Choice
	1)	Defend all claims brought against the City	No Choice
	2)	Serve as either lead trial counsel or co-counsel in all such cases	No Choice
	3)	Serve as lead counsel in all appeals	No Choice
	4)	Enforce obligations owed to the City by contract or by law	Choice
	5)	Prepare and pursue pre-trial dispositive motions (e.g. GIA and Sec 1983 immunity defenses)	Choice
	6)	Prepare all discovery responses on behalf of the City and City Staff	Choice
III	Service Business E	Legal Preparation/Review of Ordinances, Contracts, Bonds and other Written Instruments	No Choice
	1)	Recommend and prepare City Code amendments	No Choice
	2)	Draft customized contracts and other legal documents as needed	No Choice
	3)	Provide and maintain an employee accessible bank of standard forms of agreements	Choice
	4)	Provide quality control services for all ordinances, contracts and resolutions	Choice
III	Service Business F	Legal Duties prescribed by City Charter or City Council	No Choice
	1)	Manage the City Attorney's Office staff and budget	No Choice
	2)	Effectuate the policies and objectives of the City Manager consistent with the provisions of the City Charter and the direction of City Council (WMC 1-16-3)	No Choice
	3)	Provide general legal advice to, and appear as either advocate or advisor in, hearings and proceedings conducted by the City's Boards and Commissions	No Choice
	4)	Serve as general legal counsel for the Westminster Economic Development Authority, the City's General and Special Improvement Districts, the Westminster Housing Authority, and other City created entities	No Choice
	5)	Participate in various Council management activities such as strategic planning and core services analysis	Choice
	6) 5)	Review and comment on proposed state and federal legislation	Choice

City Management/Administration

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Strategic Planning	Choice
		1) Facilitation of Strategic Planning process with consultant, Council and Staff	Choice
		2) Master Planning Work/Management Strategy Work with Departments	Choice
		3) Facilitation of finalization of Strategic Plan document and actions to support Goals and Objectives	Choice
		4) Engagement with other groups (Boards and Commissions Pre-Strategic Plan Session, former Mayors dialogue, etc)	Choice
		5) Strategic Planning Class (taught by JBM)	Quality of Life Choice
I	Service Business B	City Council Support	Choice
		1) Agenda/Staff Report review, packet preparation, and web publication	Choice
		2) Respond to inquiries, address concerns and provide guidance as appropriate to Council on Policy issues	Choice
		3) Scheduling, calendar management and associated administrative tasks	Quality of Life
		4) Travel/conference support	Quality of Life
		5) Accounts payable, p-card processing for Council	Choice
		6) Messenger/packet delivery	Quality of Life
		7) City Council budget management/Council Expenditure Report/Funding Requests	Choice
		8) City Council meeting follow-up assignments	Choice
		9) New Councillor transition	Choice
		10) Biennial New Councillor Candidate Forum (held in odd numbered election years; traditionally in June)	Add On
		10) 11) IT Support (laptops, blackberries-smart phones)	Choice
		11) 12) DRCOG Agenda Review/Notes preparation for Council	Choice
		12) 13) CML Agenda Review/Notes preparation for Council	Choice
		13) 14) Astute Agenda Memo Training (taught by SS)	Quality of Life Choice
		14) 15) Meeting/dinner preparation	Quality of Life Choice
		15) 16) Travel with Council (NLC/CML)	Quality of Life
		16) Scribe Notes	Add-On
		17) 17) Reception planning and staffing	Add On
		18) Clippings/Westminster in the News	Add-On
I	Service Business C	Citywide Budget Development and Management	No Choice
		1) Strategic planning and proactive development of operating and capital budgets for all City funds (including staffing)	No Choice
		2) General budget management and oversight (budget revisions, transfers, CIP project closeouts, etc.)	Choice
		3) Carryover administration	Choice
		4) Contingency administration	Choice
		5) Salary and Benefit Surveys (HR)/Salary Projections	Choice
		6) Fiscal Modeling and Revenue/Expenditure Projections	Choice
		7) JDE Budget Module Training (taught by Budget Team twice during budget development year)	Quality of Life Choice
		8) Building Blocks of the Westminster Budget Process (taught by Budget Team once/year)	Quality of Life
I	Service Business D	Operational/Project Management and Oversight	No Choice
		1) Personnel management (e.g., hiring freeze, new staff/reorg requests, personnel issues, etc.)	No Choice
		2) Interdepartmental management/support (monthly meetings w/ DHs, ED Support, etc.)	Choice
		3) Westminster Urban Reinvestment Project (WURP) Development	Choice
		4) Internal Committee Work (e.g., DRC, UTF, POST, DH Meetings, Wellness, Admin Pros, Management Team, etc.)	Choice
		5) Accounts payable, p-card processing for CMO, PIO and Central Charges	Choice
		6) Special Projects (e.g., EECBG Administration, Xeel Franchise Renewal, Fleet Optimization Study, Award Applications, Administrative Policy updates, etc.)	Choice
		7) Travel/conference arrangements	Choice
		8) Grant Administration	Choice
		9) City Hall furniture management, Pride in Appearance standards	Quality of Life
		10) Special events/receptions planning and staffing	Quality of Life

City Management/Administration

Service Business Priority		SERVICE HIERARCHY - Type
	11) Management Team/Subcommittee for Management Team	Quality of Life Choice
	12) Staff Liaison to the Human Services Board	Add On
	12) 13) WEDA Class (taught by SS)	Add On
II	Service Business E	Responding to Citizen Concerns
	1) Research and response to citizen, business, etc. inquiries, concerns and follow-up	Choice
	2) Westy CMO email maintenance/correspondence	Quality of Life
	3) Community Mediation Concepts (CMC) contract management/promotion	Add On
	3) HOA meetings	Add On
II	Service Business F	Capital Improvement Program Oversight
	1) Long-term planning	Choice
	2) CIP Status Report (three times per year)/ Reporting to City Council	Choice
	3) Ongoing briefing work with departments	Choice
II	Service Business G	Citywide Performance Management
	1) Internal performance measurement	Quality of Life Choice
	2) Biennial Citizen Survey	Quality of Life
	3) Citywide Workplan	Quality of Life Choice
	4) Performance Measurement Reporting (Take a Closer Look, Department Reports to CM, ICMA CPM Awards Program)	Quality of Life Choice
	5) Performance Measurement Training (internal and external)	Quality of Life Choice
	6) Colorado Performance Measurement Consortium	Add On Choice
	7) Citywide Awards Database	Add On
II	Service Business H	Citywide Legislative Participation and Regulatory Advocacy
	1) City Legislative Policy Statement Development	Quality of Life Choice
	2) State (working with contract lobbyist, CML, etc.)	Quality of Life Choice
	3) Federal (including National League of Cities, U.S. 36 MCC, etc.)	Quality of Life Choice
	4) Analysis and recommendations regarding introduced legislation	Quality of Life Choice
	5) One-on-One meetings with Legislators (i.e. Mayor's meetings)	Quality of Life Choice
	6) Legislative Dinner/Event with Legislators	Add On
	7) Weekly Regular legislative briefings (i.e., with Staff, Council/lobbyist, etc.)	Quality of Life Choice
	8) Maintenance of City's State Legislative Scorecard (on-line and shared with State Legislators, Management Team, CML, media, etc)	Quality of Life
II	Service Business I	City Council Outreach and Citizen Engagement
	1) Mayor and City Council Breakfasts/Desserts	Quality of Life
	2) We're All Ears	Quality of Life
	3) Stand-Alone City Council Sponsored Outreach events (Forza coffee, Panera Bread, Orchard event, etc.)	Quality of Life
	4) Informal Staff Interactions with Citizens (aka: Ambassadors to the community; e.g.: PW&U, PR&L, etc-staff interactions when on a job site with the public)	Quality of Life
	5) Legacy Foundation Board	Quality of Life
	6) Westminster Public Safety Recognition Foundation Board	Quality of Life
	7) Grand openings, ribbon cuttings	Quality of Life
	8) HOA Meetings	Add On
	9) Outside organization (Eagle Scout Proclamations, Elk's Citizen of the Year, etc.)	Add On
	10) School tours, receptions, and meeting planning and setup etc.	Add On
	11) Metro Mayors and Commissioners Youth Award (MMCYA)	Add On

City Management/Administration

Service Business Priority			SERVICE HIERARCHY - Type
III	Service Business J	Intergovernmental Relations (CMO participation)	Choice
	1)	DRCOG committees	Choice
	2)	CML committees	Choice
	3)	Adams/Jefferson County City Managers meetings	Choice
	4)	Adams/Jefferson County Commissioners/Mayors/Managers meetings	Choice
	6) 5)	Metro North Chamber Board of Directors	Add On
	5)	Colorado City/County Management Association (CCCMA) & Metro City/County Management Association (MCCMA)	-Choice
	7)	ICMA Center for Performance Measurement Leadership Committee	Add On
III	Service Business K	Human Services Board (HSB) Program	Quality of Life
	1)	Ongoing administration of all aspects of HSB program	Quality of Life
	2)	Application advertisement, distribution and review	Quality of Life
	3)	Distribution of funds	Quality of Life
	4)	HSB recommendation review with City Council	Add On
	5)	Applicant interviews	Add On

Economic Development

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Business Retention	Quality of Life
		1) Business Services and Resources (Business Newsletter, Business Information Resources, Liaison between Businesses and City)	Quality of Life
		2) Encourage Networking and Business-to-Business Contacts Among Westminster Businesses (Business Database, Encourage Relationships and Synergy Between Westminster Businesses)	Quality of Life
		3) Business Retention Visits	Quality of Life
		4) City Business Data Base	Add On
		5) Annual Business Appreciation Event	Add On
		6) Small Business Scholarship Program	Add On
		7) Small Business Capital Project Grant Program	Add On
I	Service Business B	Economic Development Marketing, Promotion and Project Facilitation	Quality of Life
		1) Westminster Urban Reinvestment Project (WURP)	Quality of Life
		2) Establish and Facilitate Actions to Meet Certain Long-Term Financial Goals of the City	Quality of Life
		3) Facilitate Business Ready Environment	Quality of Life
		4) Encourage Redevelopment of Existing Commercial Properties (office and retail)	Quality of Life
		5) Encourage Development of New Commercial Properties (office, retail, light industrial and multi-use)	Quality of Life Choice
		6) Negotiate, develop and monitor Economic Development Agreements (EDAs)	Quality of Life
I III	Service Business C	Business Recruitment, Attraction and Expansion	Quality of Life
		1) Target Industry Recruitment	Quality of Life
		2) Prospect Recruitment and Development	Quality of Life
		3) Internal Facilitation of Development	Quality of Life
		4) Marketing, Networking and Promotion	Quality of Life
		5) Real Estate Database	Add On
		6) Jefferson Economic Council Board of Directors (CMO)	Add On
		7) Adams County Economic Development Board of Directors (CMO)	Add On
		8) Economic Developers Council of Colorado (CMO)	Add On
		9) Annual MDEDC Site Selection Conference (CMO)	Add On
		10) Colorado Companies to Watch Advisory Board (CMO)	Add On
		11) Small Business Development Center Advisory Board (CMO)	Quality of Life

Public Information

Service Business Priority		SERVICE HIERARCHY - Type
I	Service Business A	Print Products
	1) City Edition	Choice
	2) COW Talk	Choice
	3) Annual calendar	Add On
I	Service Business B	Digital Communications
	1) Website/Internet	Choice
	2) Weekly Edition (includes publication and subscription monitoring)	Quality of Life
	3) Website contributor training on Open Text	Quality of Life Choice
	4) Tuesday Tidbits	Quality of Life
	5) Social media	Quality of Life
	6) Intranet	Quality of Life
	7) General consulting on City of Westminster web-based media	Quality of Life Choice
	8) Cable Television Channel 8	Add On
I	Service Business C	Issues Management
	1) Planning sessions	Choice
	2) Create master strategies	Choice
	3) Key message development	Choice
	4) Spokesperson training	Quality of Life Choice
	5) Participation on various task forces (WURP/South Westminster/Legislative/TOD and others)	Choice
I	Service Business D	Strategic Communications Plan
	1) Public Relations Counsel - External	Choice
	2) Media Relations	Choice
	3) Public Relations Counsel - Internal	Choice
	4) Advertising	Add On
II	Service Business E	Graphics Standards
	1) Graphic Standards management includes training, enforcement, standards manual updates, standards development, legal issues review and consultation on city signage and banners	Quality of Life
II	Service Business F	Special Programs/Issues/Projects
	1) Groundbreakings, Dedications and Grand Openings - Event Consultation	Add On
	2) Election Coverage - City Edition articles/video coverage/forums	Choice
	3) Shop Westminster Campaign	Quality of Life
	4) Update city and trail maps	Quality of Life
	5) Other Special Projects	Add On
II	Service Business G	City Council support
	1) Speeches, research, and specialty writing assignments (i.e. newspaper columns)	Choice
	2) Strategic Plan communications - external audiences	Choice
	3) Clippings/Westminster in the News	Add On
III	Service Business H	Cable Television -- Channel 8
	Cable television operations include activities such as equipment procurement, videographer contract/video productions oversight and management, video archiving, slideshow management, music contract management and regional programming coordination. --	Add On
II	Service Business H	City Council Outreach and Citizen Engagement
	1) Citizen communication time during formal City Council meetings	Choice
	2) Mayor and City Council Breakfasts/Desserts	Quality of Life
	3) We're All Ears	Quality of Life
	4) Stand-Alone City Council Sponsored Outreach events (Forza coffee, Panera Bread, Orchard event, etc.)	Quality of Life
	5) Informal Staff Interactions with Citizens (aka: Ambassadors to the community; e.g.: PW&U, PR&L, etc staff interactions when on a job site with the public)	Quality of Life

Public Information

Service Business Priority		SERVICE HIERARCHY - Type
	6) Legacy Foundation Board	Add On Quality of Life
	7) Westminster Public Safety Recognition Foundation Board	Add On Quality of Life
	8) Grand openings, ribbon cuttings	Add On Quality of Life
	8) HOA Meetings	Add On
	9) Outside organization (Eagle Scout Proclamations, Elk's Citizen of the Year, etc.)	Add On
	10) School tours, rReceptions, and meeting planning and setup, etc.	Add On
	11) Metro Adams County Mayors and Commissioners Youth Award (formerly known as MMCYA)	Add On

Community Development

Service Business Priority		SERVICE HIERARCHY - Type
I	Service Business A	Development Review and Inspection/Compliance
	1) Review and Approve/Deny Preliminary Development Plan (PDP) and Official Development Plan (ODP) Applications	Choice
	2) Administer Land Use Code and make interpretations regarding zoning/development standards	Choice
	3) Review of private infrastructure through Official Development Plan process	Choice
	4) Coordinate other Department/Division comments (i.e., engineering, etc.)	Choice
	5) Public improvement construction plan/studies review and approval	Choice
	6) Public Improvement Agreement preparation and oversight	Choice
	7) Review Private Improvement Agreements	Choice
	8) Act as liaison to the Planning Commission	No Choice
	9) Coordinate Annexation and review for City Council consideration	No Choice
	10) Inspect Developments after completion for compliance with Official Development Plan	Choice
	11) Inspection of developer-installed public improvements	Choice
	12) Manage private surety instruments, including refund/release as applicable	Choice
	13) Major project coordination (e.g.: Orchard Town Center)	Choice
	14) Wireless facility siting and lease review	Choice
	15) Public art integration into development	Quality of Life
I	Service Business B	Building Permit Issuance and Inspection
	1) Building construction inspection	Choice
	2) Building construction plan review	Choice
	3) Permit processing (building & utility) and issuance	Choice
	4) Certificate of occupancy coordination and issuance	Choice
	5) Damage assessment inspection	Choice
	6) Review Plans for compliance with Official Development Plan	Quality of Life
	7) Liaison to Board of Building Code Appeals	Choice
	8) Contractor licensing	Quality of Life
	9) Business License inspection	Choice
I	Service Business C	Storm Water Management
	1) National Pollutant Discharge Elimination System (NPDES) Permit compliance oversight	No Choice
	2) Floodplain management oversight	No Choice
	3) Illicit discharge detection and elimination oversight	No Choice
	4) Grading/drainage plan review and site inspection	Choice
	5) Storm drainage CIP management	Choice
	6) Storm Water Utility Fund management	Quality of Life
I	Service Business D	Traffic Engineering
	1) Traffic control device (signing/stripping) coordination with PW&U staff	Choice No Choice
	2) Traffic signal installation and maintenance oversight	Choice
	3) Traffic Impact Study review and approval	Choice
	4) Street light installation and maintenance coordination with Xcel Energy	Choice
	5) Administration of private bus shelter program	Quality of Life
I	Service Business E	Redevelopment/WEDA
	1) Management and administration of urban renewal areas in coordination with other departments	Quality of Life
	2) Large-scale project management (e.g.: Orchard Town Center, WURP, Holly Park, South Sheridan Walls)	Quality of Life
	3) Develop redevelopment and infill land development policies and plans	Quality of Life
	4) Legislative advocacy, strategy, financial modeling and compliance	Quality of Life
I	Service Business F	South Westminster Revitalization Program
	1) Implementation and coordination relative to South Westminster Strategic Revitalization Plan, projects and programs	Quality of Life
	2) Coordinate and facilitate redevelopment activity through recruitment, plan and proposal development, and project management	Quality of Life
	3) Grant writing and administration regarding redevelopment/revitalization efforts including Section 108 and Brownfield's programs and funding	Quality of Life
	4) Public outreach and involvement activities	Quality of Life
	5) Arts Initiative	Quality of Life

Community Development

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business G	Transportation Planning and CIP Administration	Choice
		1) Transportation CIP Management	Choice
		2) Regional transportation planning coordination with other agencies/jurisdictions	Choice
		3) Grant application and management of awarded grants	Choice
I	Service Business H	Open Space Acquisition	Quality of Life
		1) Acquire properties per the priority list as provided by the Open Space Advisory Board	Quality of Life
		2) Apply for grants to leverage funds	Quality of Life
		3) Coordinate the preparation of the Open Space priority property list	Quality of Life
		4) Act as liaison to the Open Space Advisory Board	Quality of Life
		5) Remove improvements on properties acquired for open space and revegetate with native grasses	Quality of Life
		6) Review development plans for trail opportunities and public land dedication requirements	Quality of Life
		7) Prepare master plans for specific open space properties	Quality of Life
		8) Track acquisitions and amend Comprehensive Plan as necessary	Quality of Life
II	Service Business I	Long Range Planning for the City	Choice
		1) Development of 30 year City Buildout (Comprehensive Land Use Plan)	No Choice
		2) Coordination of various City Master Plans (Water/Sewer, Transportation, Parks, etc.)	Choice
		3) Development of Design Guidelines	Choice
		4) Streetscape Design/ROW areas/fences/landscaping	Choice
		5) Coordination of Sub Area/Neighborhood Plans	Choice
		6) Create zoning overlay district and/or new zoning categories to help facilitate redevelopment	Quality of Life
II	Service Business J	Zoning/Sign Code Enforcement	Choice
		1) Building Permit Issuance	Choice
		2) Inspect possible code violations in the field / respond to complaints	Choice
		3) Keep records of open/closed code violation cases	Choice
		4) Research Official Development Plan and determine applicable zoning requirements	Choice
		5) Coordinate with City Attorney's Office as necessary to prosecute or take appropriate legal action	Choice
II	Service Business K	Geographic Information System (GIS) Administration	Quality of Life
		1) GIS database design and maintenance	Quality of Life
		2) GIS application development	Quality of Life
		3) GIS software maintenance	Quality of Life
		4) Cartographic map production	Quality of Life
		5) GIS training of City employees	Quality of Life
II	Service Business L	CDBG Administration	Choice
		1) Administration including subrecipient grants, wages, reporting to the US Department of Housing and Urban Renewal	No Choice Choice
		2) Project implementation selection, oversight and management	No Choice Choice
III	Service Business M	Property Management	Choice
		1) Wireless facility lease negotiation and administration (ROW)	No Choice
		2) Wireless facility lease negotiation and administration (on City facilities)	Choice
		3) Right-of-Way Permit review, issuance and inspection	Choice
		4) ODP Entitlement of ROW for private use (restaurant patios etc.)	Choice
		5) Capital project post-construction administration (e.g.: Ranch Special Improvements District, walls, etc.)	Choice
		6) Legislative advocacy, strategy, financial modeling and compliance	Choice
III	Service Business N	Growth Management Program	Choice
		1) Coordinate with the Department of Public Works and Utilities to determine water availability for existing and potential new development	Choice
		2) Recommend allocation of available water (or service commitments) to each residential and non-residential land use category	Choice
		3) Conduct an annual competition among developers seeking to develop new residential projects in the City	Choice
III	Service Business O	Westminster Housing Authority Administration	Choice
		1) Oversight of Westminster Commons operations	Choice
		2) Property maintenance of WHA-owned properties:	Choice
		3915 W. 73rd Avenue (Rodeo Building and vacant land to the north and west)	
		7287 Lowell Boulevard	
		3630 W. 73rd Avenue	

Community Development

Service Business Priority		SERVICE HIERARCHY - Type
	7000 King (future Little Dry Creek Park)	
	3381 W. 69th (future Little Dry Creek Park)	
	3) Westminster Commons capital and long-term investment planning and administration	Choice
III	Service Business P	Rental Housing Inspection
	1) Respond to complaints from tenants	Quality of life
	2) Maintain the Rental Property Data Base	Quality of life
	3) Systematically inspect all City rental units	Quality of life
	4) Educate the public, landlords and tenants about the program	Quality of life
III	Service Business Q	Historic Preservation Program
	1) Implement and manage current projects complete rehabilitation work at Shoenberg Farm and Semper Farm (short term priority)	Quality of Life
	2) Carry out annual maintenance for City-owned historic properties per maintenance plans	Quality of Life
	3) Observe and enforce covenants and preservation easements that govern changes at City properties benefitting from State Historical Fund grants	No Choice
	4) Continue landmark designation and providing staff to the Historic Landmark Board	Quality of Life
	5) Administer and implement zoning and regulatory policy goals (this would include any code revisions)	Quality of Life
	6) Implement procedures and policies to maintain Certified Local Government (CLG) status with the state	Quality of Life
	7) Access grant funding for physical rehabilitation and acquisition of historic properties, for education and interpretation, for architectural surveys, and for planning	Quality of Life
	8) Implement and manage future grant-funded projects	Quality of Life
	9) Manage financial aspects of projects, including budgeting, raising outside sources of funding, funds management, and grand administration	Quality of Life
	10) Work with outside agencies/counties (e.g. Jefferson County, Westminster Historical Society, etc.)	Quality of Life
III	Service Business R	Public Art
	1) Administer Commercial Design Guidelines, which contain requirements for public art	Quality of Life
	2) Community Enhancement Program public art (with Parks, Recreation and Libraries Department)	Quality of Life
	3) Administration of developer-contributed funding	Quality of Life
	4) Development review of proposed Public Art & Location	Quality of Life
	5) Site, artist and art selection	Quality of Life
	6) Project management of art fabrication and installation	Quality of Life
	7) Administration of public art website and other communications	Quality of Life
	8) Grants research, application and funds management	Quality of Life
	9) Liaison to arts community and marketing	Quality of Life

Finance Department

Service Business Priority		SERVICE HIERARCHY - Type
I	Service Business A	Payroll
	1) Administer payroll function	No Choice
	2) Track general leave balances	No Choice
	3) Pay and reconcile insurance bills	No Choice
	4) Work with end users on payroll protocols and use of payroll system	Choice
I	Service Business A B	General Accounting and Financial Reporting
	1) Process, record and maintain records for financial transactions	No Choice
	2) Perform month end and year-end close of the General Ledger and various subsidiary systems	No Choice
	3) Implement and comply with regulatory mandates and internal financial policies and procedures	No Choice
	4) Prepare reconciliations	No Choice
	5) Issue periodic financial reports	No Choice
	6) Issue annual financial report	No Choice
	7) Provide financial policy and procedures training	Choice
	8) Provide system support (financial management system)	Choice
I	Service Business B C	Tax Collection/Compliance/Administration
	1) Collection, document processing, accounting, and records management	No Choice
	2) Process, policy development and issues management	No Choice
	3) Enforcement/delinquency collection	Choice
	4) Audit/examination/protest and appeal management	Choice
	5) Analysis and forecasting	Choice
	6) Taxpayer outreach, education and taxpayer services	Quality of Life
I	Service Business C A	Payroll
	1) Administer payroll function	No Choice
	2) Track general leave balances	No Choice
	3) Pay and reconcile insurance bills	No Choice
	4) Work with end-users on payroll protocols and use of payroll system	Choice
I	Service Business D	Special District Management
	1) Annual budget preparation and periodic amendments	No Choice
	2) Collect, process, record and report on financial transactions of Westminster Economic Development Authority (WEDA), Westminster Housing Authority (WHA), and General Improvement Districts (GID)	No Choice
	3) Various agreement administration and compliance	No Choice
	4) Metropolitan Special District (MSD) evaluation and monitoring for compliance	Choice
I	Service Business E	Utility Billing and Collection
	1) Maintain records of customers utility usage and payments	No Choice
	2) Bill for and collect fees related to customers' use of City water and wastewater utility services	No Choice
	3) Answer customer inquiries concerning their use of water and wastewater services	Choice
	4) Administer Financial Assistance Program	Choice
II	Service Business F	Debt Management & Administration
	1) Assure compliance with legal and contractual requirements required for borrowed funds	No Choice
	2) Obtain debt or other forms of capital in a prudent manner as needed to finance the City's capital projects	Choice
	3) Maintain a high credit rating for City and Enterprise debt	Choice
II	Service Business G	Retirement Administration
	1) Regulatory compliance for retirement plans	No Choice
	2) Retirement plan record keeping and administration	No Choice
	3) Retirement plan management	No Choice
	4) Retirement communication and education	No Choice
II	Service Business H	Bill Payment
	1) Process Accounts Payable	No Choice
	2) Process off system payments, i.e. ACH, wires, trust payments	No Choice
	3) Process expense reports	No Choice
	4) Administer Purchasing Card program	Choice
	5) Record and report retainage	Choice
	6) Process Purchase Orders	Choice

Finance Department

Service Business Priority			SERVICE HIERARCHY - Type
II	Service Business I	Revenue Collections	Choice
		1) Process Accounts Receivable	Choice
		2) File liens	Choice
		3) Administer Returned Checks	Choice
III	Service Business J	Grant Administration	Choice
		1) Administer federal compliance requirements	No Choice
		2) Prepare the Schedule of Expenditures of Federal Awards for the Federally mandated Single Audit	No Choice
		3) Administer policy and keep procedures current	Choice
		4) Conduct training	Choice
III	Service Business K	Purchasing	No Choice
		1) Purchasing administration and compliance	No Choice
		2) Solicitation for the purchase of goods and services	No Choice
		3) Surplus disposal	No Choice
		4) Lease space point of contact for negotiations (5 Star Pups The Dog & I and the former Police Department building)	Choice
III	Service Business L	Budget Administration	No Choice
		1) Prepare budget ordinances for supplemental appropriations	No Choice
		2) Prepare certain Revenue projections and debt service schedules	Choice
		3) Calculate carryover	Choice
		4) Proof original budget	Choice
III	Service Business M	Cash Management & Investment	Choice
		1) Manage receipt and disbursement of funds into and out of the City's bank accounts	No Choice
		2) Invest cash not needed for imminent payment of City obligations in a prudent manner	Choice
		3) Manage relationships with financial institutions that provide banking services to the City	Choice
III	Service Business N	Internal Audit/Education/Compliance	Choice
		1) Establish financial policies as needed and keep existing financial policies up to date	Choice
		2) Perform internal audits	Choice
		3) Write internal audit reports summarizing results	Choice
		4) Meet with others in the organization on compliance issues	Choice
		5) Make suggestions for and help others to establish internal controls	Choice

Fire and EMS Services

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Emergency Response to Calls	Choice No-Choice
		1) Respond to, contain and extinguish fires; salvage and overhaul; and emergency medical response	No Choice
		2) Emergency medical response and transport	Choice
		3) Hazardous materials response	No Choice
		4) Water rescue/recovery	Choice
		5) 4) Special Teams (technical rescue (includes rope, collapse, trench and confined spaces), water rescue, hazmat team, etc.)	Quality of Life Choice
		6) 5) False Fire Alarms Responding to non-emergency calls for service (e.g., citizen non-emergency medical calls such as a fever, lift assist, etc.), and false calls created by human action or commercial/residential alarm system function/malfunction)	No Choice
		7) 6) Citizen Assist (lockouts, flooding, lift assist, alarm reset, smoke & CO detectors, etc.)	Quality of Life
		8) 7) Police Assists	Choice
I	Service Business B	Personnel Training & Safety	No Choice
		1) Fire suppression training	Choice
		2) EMS Training	Choice
		3) Hazardous Materials Training	No Choice
		4) Apparatus driver training	Choice
		5) Training records management	Choice
		6) Water Rescue/Recovery Training	Choice
		7) 6) Special Teams training (technical rescue, water rescue, hazmat team, etc.)	Choice
		8) 7) City Training	Quality of Life Choice
		9) 8) Professional development/leadership	Choice
		10) 9) Paramedic/Firefighter Field Internships/Ride-a-longs	Add On
I	Service Business C	Non-Emergency Station Duties	Choice
		1) Apparatus cleaning and maintenance	Choice
		2) Equipment cleaning and maintenance	Choice
		3) Station cleaning and maintenance	Choice
		4) Complete reporting requirements	No Choice
		5) Business preplans	Choice
I	Service Business D	Administrative Functioning	No Choice
		1) Personnel management	No Choice
		2) Budget development, adoption, & management	No Choice
		3) Internal communication	Choice
		4) Data entry, overview, analysis, storage and maintenance	No Choice
		5) Department physical fitness program and medical screening	Choice
		6) Equipment testing & maintenance (Hose, ladders, SCBA etc.)	Choice
		7) Ambulance billing	Choice
		8) Technical services - computers, software, radios, etc.	Choice
		9) Equipment specification/Purchasing	Choice
		10) Facility maintenance/remodels	Choice
		11) Grant management	Choice
		12) Local/Regional Committee/Task Force attendance	Add On
I	Service Business E	Emergency Management	Choice No-Choice
		1) Mitigation	Choice No-Choice
		2) Recovery	Choice No-Choice
		3) Planning	Choice No-Choice
		4) Community preparedness & training	Choice

Fire and EMS Services

Service Business Priority			SERVICE HIERARCHY - Type
II	Service Business F	Fire Prevention	Choice
		1) Code Enforcement/Inspections	Choice
		2) Plan Review	Choice
		3) Follow-up on citizen complaints	Quality of Life
		4) Permits (Tents, burning, etc.)	Choice
		5) School construction plan review/inspections	Choice
		6) Fire hydrant flow and pressure testing	Add On
		7) Tier I & II hazardous materials information repository	No Choice
		8) Phase I environmental assessments	No Choice
II	Service Business G	Fire Investigation/Arson	Choice
		1) Cause determination	Choice
		2) Juvenile Fire Setter Counseling	Quality of Life
		3) Arrest the bad guys	Choice
		4) File Charges with District Attorney	Choice
		5) Participate in Court proceedings	Choice
III	Service Business H	Intergovernmental Participation/Assistance	Choice
		1) Mutual/auto aide	Choice
		2) Assist other City Departments as requested	Quality of Life
		3) Training City Staff outside FD - haz mat, AED, trench, confined space, SCBA, etc	Choice
		4) SCBA fit test, maintenance and training	Choice
		5) Metro Dive Team	Quality of Life Choice
		6) Wildland Fire	Add On Choice
		7) North Area Technical Rescue Team	Add On
		8) Urban Search And Rescue Team (USAR)	Add On
		9) Membership/officer for regional/statewide/national associations	Add On
		10) Assist other agencies - promotional processes, testing, etc.	Add On
III	Service Business I	Public Education	Quality of Life
		1) School Programming/drills	Quality of Life
		2) CPR/First Aid Training	Add On
		3) AED Training	Quality of Life
		4) Smoke/CO detectors	Add On
		5) Evacuation drills	Quality of Life
		6) Emergency operations plan development	Quality of Life
		7) Fire Extinguisher Training	Add On
		8) Group presentations - HOA, Scouts, Churches, etc	Add On
		9) Safe house program	Add On
III	Service Business J	Public Information/Marketing	Quality of Life
		1) Community information during emergencies - traffic, snow storms, large events	Quality of Life
		2) Community contact person	Quality of Life
		3) Fire Department media releases	Quality of Life
		4) Marketing the City and Fire Department	Add On Quality of Life
		5) Written City Documents - Weekly Edition, City Edition, etc.	Add On Quality of Life
		6) Fundraising for Fire Department charities (e.g., Burn Fund, Westminster Public Safety Recognition Foundation, etc.)	Add On
		7) Social media - Twitter & Facebook	Add On

Fire and EMS Services

Service Business Priority			SERVICE HIERARCHY - Type
III	Service Business K	Community Outreach	Add On Quality of Life
	1)	Westy Med	Quality of Life
	2)	Child car seat installation/inspection	Add On
	3)	Fire Station Open Houses	Quality of Life Add On
	4)	Senior programming	Add On
	5)	Home inspection	Add On
	6)	Fourth of July Fishing Derby/Fireworks	Add On Quality of Life
	7)	Santa Fire Truck Program	Add On Quality of Life
	8)	Blood pressue screening	Add On
	9)	Citizens' Fire Academy	Add On
	10)	9-News Health Fair	Add On
	11) 10)	Home Town Christmas Tree Lighting Ceremony/Fire Station #1 Historic Society Station 1 Holiday Tree-lighting	Add On Quality of Life
	12) 11)	Ambulance standby (football games, cancer walk, etc.)	Add On
	13) 12)	Attend business/charity events	Add On
	14) 13)	Fourth of July/community parades	Add On

Administrative & Environmental Services

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Administration of Citywide Functions	No Choice
		1) Overall Department management: includes budget-	No Choice
		2) 1) City Staff Liason / Intergovernmental Relations and Support includes Federal Legislative Activities, US 36, FastTracks, Adams County Community/Senior Transit, NATA	Choice
		3) 2) City Facility Building Security	Choice No-Choice
		4) 3) Administrator of Threat and Violence Action Team	Add On
		5) 4) Administration of Citywide Policies including solicitation in City Facilities, Acceptance of Gifts, Tuition Reimbursement and Employee Services Awards	Quality of Life
		6) 5) Use of City Hall by the Public	Add On
		7) Performance Measurement	Quality of Life
I	Service Business B A	Environmental Compliance Auditing and Technical Support	No Choice
		1) Annual Compliance Auditing of one operation per year and subsequent compliance assurance program implementation (Stormwater Permit)	No Choice
		2) Contractor support: Water Lawyer, Environmental Lawyer, Environmental Engineer, 24-hour Spill Support	Choice
		3) Operational Industrial Waste Disposal (Hazardous and Asbestos containing)	Choice
		4) Property Acquisitions Environmental Screening and Cleanup project oversight	Quality of Life
II	Service Business C B	Citywide Volunteer Program	Quality of Life Choice
		1) Volunteer position identification, recruitment, screening, and placement	Quality of Life No-Choice
		2) Supervision of key programs: City Hall Information Desk Ambassadors Supervision, Snowbusters, Special Projects, Disaster Volunteer Management	Quality of Life Choice
III	Service Business D C	Internal and Community Education and Outreach	Choice No-Choice
		1) Stormwater Permit outreach activities and internal training (includes Household Hazardous Waste Program which includes the One-Day Paint only event)	No Choice
		2) Outreach activities and internal training on environmental best practices (Hard to Recycle Guide, Waste Management, Spill Prevention)	Choice No-Choice
		3) 3) Staff Liaison to the Environmental Advisory Board (serves to help with the community involvement portion of the City's Stormwater Permit)	Choice
		3) Household Hazardous Waste Program —Includes One-Day Paint only event * Stormwater Permit	Choice
		4) 4) Outreach events - Volunteer Program (Appreciation BBQ, Open House)	Quality of Life
		5) 5) Recycling Education	Quality of Life

General Services: Administration

Service-Business-Priority		SERVICE HIERARCHY – Type
I	Service Business A	Administration of Citywide Functions
	1) Overall Department management: includes budget	No Choice
	2) City Staff Liason / Intergovernmental Relations and Support includes Federal Legislative Activities, US 36, FastTracks, Adams County Community Transit, NATA	Choice
	3) City Facility Building Security	No Choice
	4) Threat and Violence Action Team	Add On
	5) Administration of Citywide Policies including solicitation in City Facilities, Acceptance of Gifts, Tuition Reimbursement and Employee Services Awards	Quality of Life
	6) Use of City Hall by the Public	Add On
	7) Performance Measurement	Quality of Life

OVERALL, suggest consolidating the Administration & Environmental & Administrative Services functions together as shown in first page

Environmental & Administrative Services

Service-Business-Priority		SERVICE HIERARCHY – Type
I	Service Business A	Environmental Compliance Auditing and Technical Support
	1) Annual Compliance Auditing of one operation per year and subsequent compliance assurance program implementation * Stormwater Permit	No Choice
	2) Contractor support: Water Lawyer, Environmental Lawyer, Environmental Engineer, 24-hour Spill Support	Choice
	3) Operational Industrial Waste Disposal (Hazardous and Asbestos containing)	Choice
	4) Property Acquisitions Environmental Screening and Cleanup project oversight	Quality of Life
II	Service Business B	Citywide Volunteer Program
	1) Volunteer position identification, recruitment, screening, and placement	No Choice
	2) Supervision of key programs: City Hall Information Desk Ambassadors Supervision, Snowbusters, Special Projects, Disaster Volunteer Management	Choice
III	Service Business C	Internal and Community Education and Outreach
	1) Outreach activities and internal training – Environmental Services – (Hard to Recycle Guide, Waste Management, Spill Prevention) * Stormwater Permit and other environmental laws/regulations	No Choice
	2) Environmental Advisory Board * Stormwater Permit	Choice
	3) Household Hazardous Waste Program – Includes One Day Paint only event * Stormwater Permit	Choice
	4) Outreach events – Volunteer Program (Appreciation BBQ, Open House)	Quality of Life
	5) Recycling Education	Quality of Life

OVERALL, suggest consolidating the Administration & Environmental & Administrative Services functions together as shown in first page

Building Operations & Maintenance **Division**

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Facility Maintenance	Choice No-Choice
		1) Hazardous waste collection/disposal (i.e. lighting ballasts and refrigerant recovery)	No-Choice
		2) 1) Unscheduled emergency repair/response (24/7 30 minute response)	No Choice
		3) 2) Preventative maintenance	Choice
		3) Hazardous waste collection/disposal (i.e. lighting ballasts and refrigerant recovery)	No Choice
		4) HVAC, electrical, plumbing, carpentry, glazing, painting, locksmithing	Choice
		5) 4) Ozone-pool mechanical systems maintenance and operation	No Choice
		6) 5) Predictive maintenance - replacement prediction	Choice
		7) 6) Customer facility enhancements	Add on
		8) 7) Maintenance related to parks, playgrounds, utility funded facilities	Add on
		9) 8) Non maintenance external requests (i.e. recycle location cleanup, animal mitigation, graffiti removal, etc.)	Quality of Life
		10) 9) Non maintenance internal requests (i.e. comfort calls, moving furniture and boxes, hanging pictures, sign fabrication, etc.)	Add on
I	Service Business B	Facility Maintenance Contractual Services / Regulatory	No Choice
		1) Oversight of independent contractors providing life safety services certification in City facilities	No Choice
		2) Elevator inspections *State regulated	No Choice
		3) Security and fire alarm inspections (i.e. Sprinkler systems, fire extinguishers, alarm panels, and horn strobes) *State regulated	No Choice
		4) Emergency generator inspections *Locally regulated	No Choice
		5) Backflow device inspections *State regulated	No Choice
		6) Electrical inspections *State regulated	No Choice
		7) Electronic card key access systems	No Choice
		8) Security System Intrusion Alarm and Security Camera monitoring (24 hour alarm response)	No Choice
I	Service Business C	Energy Management and Facility Sustainability Issues	Choice No-Choice
		1) EECBG Fund / DOE Reporting	No Choice
		2) Energy Savings Capital Improvement Contracts	Choice
		3) Energy Savings / Personal Responsibility / Education	Choice
		4) Energy Tracking / Citywide	Choice
		5) Xcel Energy Franchise Agreement / Compliance Administration	Choice
II	Service Business D	Custodial Services	Choice No-Choice
		1) Contract management for custodial services (17) locations (5) contractors	Choice No-Choice
		2) Custodial compliance inspections	Quality of Life
		3) Procurement of products associated with custodial services	Choice No-Choice
		4) Contract management for solid waste removal	Choice No-Choice
		5) In house custodial services	Quality of Life
		6) Contract management for vending machine and coffee services	Add on
		7) Citizen recycling services	Add on
II	Service Business E	Facility Independent Maintenance Contracts	Choice No-Choice
		1) Elevator service maintenance	No Choice
		2) Emergency repair, contracts, electrical, plumbing, HVAC, flood and fire restoration	Choice
		3) Sanitary sewer pumping maintenance	Choice No-Choice
		4) Emergency generator maintenance	Choice
		5) Roof warranty maintenance	Choice No-Choice

Building Operations & Maintenance Division

Service Business Priority			SERVICE HIERARCHY - Type
		6) Uninterruptible Power Supply Maintenance	Choice No-Choice
		7) Pest extermination	Choice No-Choice
		8) Large bay door maintenance	Choice
III	Service Business F	City Facility Leases	Choice No-Choice
		1) Oversight of lease agreements maintenance for tenants occupying the following City owned facilities: Kings Mill Jeffco Head Start , Dept. of Corrections & CDOT (former Police Department), Community Reach (former 76th Ave. Library), and Westminster Historical Society	No Choice
		2) Accounts receivable	No Choice
		3) Maintenance of housing authority facilities	Choice
III	Service Business G	Capital Improvement Projects / General Fund, Public Safety, Parks, Recreation and Libraries Facilities	Choice
		1) Construction project management design review	Choice
		3) In house and contractual	Choice
		2) Contracted projects	Choice
		5) Remodels	Choice
		4) New construction design review	Choice

Municipal Court

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Court Activities	No Choice
		Administrative Activities including maintaining and overseeing records management system, statistical tracking and review of operations, staff supervision/cross-training/daily activities oversight, budgeting, security services	No Choice
		2) Appellate Services: bond setting, stay of execution of fines/penalties, official transcripts, and monitoring appeals	No Choice
		3) Clerical Activities including receipt of all summons into records management system, prepare and set-up file, schedule cases for arraignment hearings, assist in courtrooms clerk, schedule interpreters as needed, process all motions filed, send disposition records to Department of Motor Vehicles, answer phones, process warrants and protection orders, cross-train, assist with jurors, assist customers	No Choice
		4) Conduct arraignments, provide written and oral advisements, accept pleas	No Choice
		5) Set and Conduct jury trials, court trials, various hearings	No Choice
		6) Sentencing	No Choice
		7) Collections Activities including payments, schedule and set-up deferred payment meetings and plans, refer overdue cases, monitor all cases in collection status	Choice
		8) Sentencings options include: jail, community service, fines and/or costs, restitution, work release, in-home detention, numerous alternative sentences, probation	Choice
		9) Security Services including assistance to Court Marshals as needed	Choice No-Choice
		10) Conduct orientation to prospective jurors Jury Commissioner and Support: administrative functions such as qualifying letters to prospective jurors, summons and notifications of prospective jurors, show cause notices for failure to appear jurors, and orientation of prospective jurors	No Choice
		11) Miscellaneous Activities: participate in congressional hearings, conduct juvenile probation school visitations, speak at schools when requested	Quality of Life
I	Service Business B	Prisoner Transports	No Choice
		1) Judges and staff process cases and provide court marshals with daily paperwork	No Choice
		2) Prisoners are transported by 3 court marshals for various hearings daily	No Choice
H	Service Business C	Appellate Services	No-Choice
		1) Judge sets bonds on appealed cases	No-Choice
		2) Judge issues stay of execution of fines and/or other penalties pending appeal	No-Choice
		3) Staff prepare record including ordering of transcripts, transmit record to appellate court, monitor the appeal	No-Choice
H	Service Business D	Jury Commissioner and Support	No-Choice
		1) Send Qualifying letters to prospective jurors	No-Choice
		2) Review information received regarding qualifications	No-Choice
		3) Summons and notify prospective jurors of scheduled jury service dates	No-Choice
		4) Issue show cause notices for fail to appear jurors	No-Choice
III	Service Business E	Probation Services	Choice
		1) Prepare Pre-Sentence Reports and/or record checks as required	Choice
		2) Supervise adult and juvenile probationers	Choice
		3) Prepare probation revocations and schedule hearings	Choice
		4) Attend monthly night juvenile court sessions and make recommendations to the judge	Choice
		5) Testify in court as necessary	Choice
III	Service Business F	Volunteer Program	Quality of Life Choice
		1) Solicit, interview, train and monitor volunteers to assist with docket pulling and scanning -No-Cost	Quality of Life Choice
		2) Solicit, interview, train and supervise volunteers to oversee probation cases -No-Cost	Quality of Life Choice
		3) Conduct monthly training sessions and staffing of cases sessions -No-Cost	Quality of Life Choice

City Clerk's Office

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	City Council, Special Permit and Licensing Board, Election Commission Support	No Choice
	1)	Minutes	No Choice
	2)	Agenda preparation/distribution/posting	No Choice
	3)	Satisfy Colorado Sunshine Act Requirements	No Choice
	4)	Codification of City Code and City Charter	No Choice
	5)	Boards and Commissions recruitment/ interviews/ appointments/ reappointment	No Choice
I	Service Business B	Election Administration	No Choice
	1)	Perform all duties of City's Designated Election Official	No Choice
	2)	Propose policy, legislation; develop procedures	No Choice
	3)	Chair Election Commission	No Choice
I	Service Business C	Administer Local and Applicable State Licensing Regulations	No Choice
	1)	Process new and renewal applications	No Choice
	2)	Fulfill administrative approval processes dictated by WMC	No Choice
	3)	Update databases and issue licenses	No Choice
	4)	Schedule hearings and Special Permit and License Board meetings	No Choice
	5)	Ensure compliance	No Choice
	6)	Categorize business type for logical retrieval in website business directory	Quality of Life
II	Service Business D	Administer Citywide Document Management Program	No Choice
	1)	Fulfill functions of Official Custodian of Records	No Choice
	2)	Coordinate responses to CORA requests	No Choice
	3)	Develop and implement policy and procedures	Choice
	4)	Audit for compliance	Choice
II	Service Business E	In-House Print Shop Operations and Management	Choice
	1)	Provides training on safe equipment operations and maintenance	Choice
	2)	Prints forms and products for internal use	Choice
	3)	Coordinate outside printing jobs	Choice
	4)	Ensure compliance with City's graphic standards	Quality of Life
	5)	Bills internal and external customers for print jobs	Choice
	6)	City Hall shipping and receiving	Choice
	7)	Prints materials for employee job-related professional organizations	Choice
H	Service Business F	Citywide Switchboard Operations	Quality of Life-Choice
	1)	Direct all incoming calls not answered by automated attendant	Quality of Life-Choice
	2)	Know procedures to follow in emergency situations reported to operator, i.e., bomb threats	Quality of Life-Choice
	3)	Update telephone lists	Choice
	4) 3)	Maintain frequently requested telephone numbers/contact information for other public/private-agencies	Quality of Life-Choice
	5) 4)	Provide directions to City facilities for callers	Quality of Life-Choice
III	Service Business F G	Passport Acceptance Agency	Add On Quality of Life
	1)	Monday-Friday afternoon service by appointment only	Add on
	2)	Evening service on 4th Monday of each month	Add On Quality of Life
	3)	Off-site services by special request, i.e., high schools, libraries	Add On Quality of Life
III	Service Business H	Messenger	Quality of Life-Choice
	1)	Daily delivery of mail/supplies among City facilities includes sorting of mail upon delivery	Quality of Life-Choice
	2)	Maintenance of postage machine; supplies	Quality of Life-Choice
	3)	Weekly delivery of Council packets	Quality of Life-Choice

City Clerk's Office

Service Business Priority			SERVICE HIERARCHY - Type
III	Service Business HI	Miscellaneous Activities	Quality of Life Choice
	1)	Centralized coordination of legal publications Citywide	No Choice
	2)	Citywide Switchboard Operations (includes knowledge of emergency procedures, provision of directions to City facilities, and handling calls bypassing automated attendant)	Choice
	3)	Messenger (includes daily delivery of mail/supplies to City facilities, maintenance of postage machine and associated supplies, and weekly Council packet delivery)	Choice
	2)	4) Parking Permits for Standley Lake and Pomona High School	Add On Quality of Life
	3)	5) Notary Public Services for City documents (Note: notary public services are are also available to the public at no fee as an Add On-Choicee-service)	No Choice
	4)	6) Condolence Plants for City Employees and Direct Families	Add On Quality of Life
	5)	7) Reservations: Fleet Pool Cars, Council Chambers	Quality of Life Choice

Fleet Maintenance

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Vehicle Fuel Management	Choice No-Choice
		1) Convenient, safe fuel dispensing and fuel containment	No Choice
		2) Fuel containment during fueling operations and during storage	No-Choice
		3) 2) Consistent, reliable fuel supply meeting ASTM requirements, including tracking monthly balances and reconciliation with statements	No Choice
		4) Track monthly balances, reconcile with statements	No-Choice
		5) 3) Pricing that supports financial health (e.g., searching for alternatives for purchasing fuel)-Monitoring and acting to acquire competitive fuel pricing to maximize limited financial resources	Choice
		6) 4) Accurate fuel tracking for internal purposes, that includes transaction time, date, fuel type, cost, and quantity by vehicle	Choice
		7) 5) Multiple locations for disaster mitigation includes contracts with local suppliers like Diamond Shamrock	Quality of Life
II	Service Business B	Vehicle Maintenance	No Choice
		1) Fire, Police, Utilities, Streets support based on emergency and equipment requirements	No Choice
		2) Snowstorm support *-Definition of a major storm needs to be discussed	Choice No-Choice
		3) After-hours maintenance support	Choice No-Choice
		4) Field service or schedule vendor such as tire company	Choice
		5) Repair from preventative maintenance (PM) priority to reduce unscheduled downtime time (includes blending Westminster's PM schedule and guidelines with manufacturer's)	Choice
		6) Blend Westminster's PM A, B & C schedule and guidelines with manufacturer's	Choice
		7) 6) Determine shop repair, warranty repair, operator safety, or sub-let for work.	Choice
		8) 7) Stock and non-stock parts to meet vehicle maintenance demands through a third party supplier.	Choice
		9) Best parts pricing (state bid) including; tires, batteries, filters-	Choice
		10) Part stocking adjusted by obsolescence reports-	Quality of Life
		11- 8) Maintain quality & consistency with in-house third party emergency vehicle lighting and specialty installations	No-Choice- Quality of Life
		12- 9) No-charge bench stock management (small parts shared with other departments)	Add On
II	Service Business C	Vehicle Acquisition, Tracking and Disposal	Choice No-Choice
		1) Perform in-house Maintain opacity emission testing as a third party for the State and maintain vehicle registrations	No Choice
		2) Used oil and filter management and recycling	No Choice
		3) Battery and electronic waste product management	No Choice
		4) Solicit third party body shops to bid body and frame repairs	No-Choice
		4) 3) Vehicle replacement planning (includes creating specifications with departments) and actual purchases	Choice
		5) 4) Create monthly Preventive Maintenance (PM) schedule and distribute to department contacts	Choice
		6) 5) Track vehicle maintenance cost history, including accidents; cradle to grave	Choice
		7) Write vehicle specifications per department need	Quality of Life
		8) 6) Evaluate quality and accuracy of damage repairs and award based on quality and price	Add On

Human Resources

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Recruitment/Selection	Choice No-Choice
		1) Marketing organization as an employer of choice - identifying uniqueness	Choice
		2) Candidate assessment (i.e. application screen, testing, interviews, assessment centers, backgrounds)	Choice No-Choice
		3) Establish market wage	No Choice
		4) Selection criteria (consistent with values of organization and management philosophy)	Choice
		5) Maintain Job Descriptions	Choice No-Choice
		6) Promotion (i.e. Internet, ads, announcements, job fairs, career fairs on local government as employer)	Choice No-Choice
I	Service Business B	Employment Information and Compliance	No Choice
		1) 1) Processing of employment pay and status changes	No Choice
		2) 2) Establishing rules, procedures and standards to ensure compliance	No Choice
		3) 3) Management of HR information system and records in electronic format per legal retention requirements (including employment history, individual and organizational employment compliance)	No Choice
		4) Managing records in electronic format per legal retention requirements	No-Choice
		5) 4) Safeguard confidentiality related to personnel files and employment records	No Choice
		6) 5) Interface information with payroll, pension, department managers, vendors	No Choice
		7) 6) Staying current with laws and regulations related to Human Resources and developing and submitting reports as required (e.g., EEO, etc.)	No Choice
		8) Report development (EEO, etc.)	No-Choice
		9) 7) Record management of compliance	No Choice
		10) 8) Unemployment claim administration	No Choice
		11) 9) Application and screening system maintenance	No Choice
		12) 10) Management of Performance Appraisal development, processing, records, and review	Choice
		13) 11) Distribution of information on rights and responsibilities as employees and employer	No Choice
		14) Maintenance of employment history, individual and organizational employment compilation	No-Choice
		15) 12) Coaching and training to mitigate or avoid employment risk	Choice
I	Service Business C	Employee Relations and Retention	Choice No-Choice
		1) 1) Development of Partnership on employment issues with managers, including performance issues, consistent application of Personnel Rules, and facilitation services (for conflict or enhancement efforts in teams)	Quality of Life
		2) Consultation on performance issues	Quality of Life
		2) Ensure fair treatment and respectful work environment, with jobs structured to ensure meaningful work, valuing employee contributions and encouraging engagement and ownership, including employee recognition efforts and employee feedback	Choice
		3) 3) Investigation on EEOC complaints	No Choice
		4) 4) Ensure compliance with employment law requirements (discipline, Title VII wage, FMLA, FLSA, ADA, ADEA, HIPAA, USEARA)	No Choice
		5) 5) Ensure Personnel Rules consistent with Municipal Code and Federal/State laws	No Choice
		6) Ensure Consistent application of Personnel Rules	Choice
		7) 6) Educate managers and supervisors on management philosophy, expectations of employees and application of rules	Choice
		8) Ensure ethical application of City standards	Choice
		9) 7) Manage Grievance process and Personnel Board staff liaison	No Choice
		10) Facilitation services (for conflict or enhancement efforts in teams)	Quality of Life
		11) 8) Chair EAC, ERAT, Healthcare task force, CDL task force etc.	Quality of Life
		12) 9) Inform employees regarding Personnel Rules	No Choice
		10) Onboarding and orientation	Choice

Human Resources

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business D	Management of Budgeted City-wide Employee Expenses	Choice No-Choice
		1) Strategic planning on overall compensation budget development (what's in, what's out)	Choice
		2) Benefit Budget Development (Health, Insurances, Unemployment, Medicare, Pension, extra development)	Choice No-Choice
		3) Conduct analysis and develop recommendations for Budget: classification, wage changes, benefits, staffing, pay projections, overtime analysis, etc. and all supporting documents	Choice No-Choice
		4) Pension projections and budget development	No-Choice
		5) Staffing needs assessment	Choice
		6) Development of pay projections for all benefited employees	Choice
		7) Overtime analysis	Quality of Life
II	Service Business E	Organizational and Employee Development Initiatives	Choice
		1) 1) Forecasting organizational needs/gaps, and strategically planning initiatives to address gaps, and staying abreast of cultural trends impacting workforce (including Succession Planning, Leadership Development, generational issues, social media, exit of baby boomers, alternative workschedules, shrinking workforce, etc.)	Choice
		2) 2) Championing values of organization (i.e. appraisals, selection criteria, modeling, discipline, recognition, coaching, training, written communication)	Choice
		3) Comprehensive training program for all levels of employees, including mandated specialized training, facilitation to meet specific operational needs, Supervisor Academy, Leadership Development programs, and career development	Choice
		3) Driving and supporting change initiatives	Choice
		4) 4) Consult/Coach on reorganization consultation and coaching efforts and when performance issues are present	Choice
		5) 5) Ensure consistency in approach and practices with strategic goals and values	Quality of Life
		6) Performance Appraisal developmental goals based on Citywide competencies	Choice
		6) Succession Planning and Leadership Development	Quality of Life
		7) Staying abreast of cultural trends impacting workforce (generational issues, social media, increasingly diverse employee population, exit of baby boomers, changing qualifications of new employees, shrinking-qualified workforce, changing employee expectations – alternative workschedules, etc.)	Quality of Life
		8) Core Services consultation	Quality of Life
II	Service Business F	Benefits Administration	No Choice
		1) 1) Development of comprehensive market based benefit package, including provider selection and utilization review	Choice No-Choice
		2) 2) Ensure legal compliance in benefits and day-to-day benefit administration	No Choice
		3) Day-to-day benefit administration	No-Choice
		4) Provider selection	No-Choice
		5) Utilization review	Quality of Life
		6) 3) Case management (MIL, STD, FMLA, Limited Duty, LTD)	Quality of Life
		7) 4) Encourage responsible consumerism for health care (RX, disease management, preventative screen, urgent care versus emergency room)	Quality of Life Choice
		8) 5) Survey competitors benefit provision (i.e., biennial benefits survey)	Quality of Life
II	Service Business G	Compensation	No Choice
		1) Development of comprehensive compensation package	No Choice
		2) Ensure legal compliance in compensation (FLSA)	No Choice
		3) Job Classification, Analysis, audit and ensure internal/external equity	Choice No-Choice
		4) Policy Development (overtime, promotions, pay progression, bonus, pay structure)	Choice No-Choice
		5) Ensure consistent application of pay philosophy and standards	Quality of Life
		6) Survey competitors salary (i.e., biennial salary/market survey)	Quality of Life

Human Resources

Service Business Priority			SERVICE HIERARCHY - Type
H	Service Business H	Retention	Choice
		1) Fair treatment and respectful work environment	Choice
		2) Structuring jobs to ensure meaningful work, valuing employee contributions and encouraging engagement and ownership	Choice
		3) Employee recognition (formal and informal based on core values and expectations)	Quality of Life
		4) Establishment of collaborative culture (training and coaching managers, expectations of employees)	Quality of Life
		5) Employee feedback (survey, focus groups, exit interviews, one-on-one meetings, informal discussions, training)	Add-on
		6) Onboarding and orientation	Choice
H	Service Business I	Employee Development	No-Choice
		1) Mandated specialized training and facilitation to meet specific operational needs	No-Choice
		2) Supervisor Academy	Choice
		3) Comprehensive training program for all levels of employees	Quality of Life
		4) Performance Appraisal developmental goals based on Citywide competencies	Choice
		5) Consult/Coach when performance issues are present	Quality of Life
		6) Coaching and mentoring supervisors, managers	Quality of Life
		7) Leadership Development programs	Quality of Life
		8) Career development	Quality of Life
III	Service Business J	Wellness/Encouraging a healthy life style at work and at home	Quality of Life Choice
		1) Cost containment initiatives for healthcare (preventative screenings, educational programs, disease management, family focus programs, reduced benefit cost, reduced leave, identification of risk factors in City population to redirect program)	Choice
		2) Wellness Program requirements monitoring: accountability for personal health and provision of reduced health premiums	Quality of Life Choice
		3) Promote culture of health and balance (management of EAP, education programs, nutrition and fitness programs)	Quality of Life Choice
		4) Measuring cost-benefit analysis (reduced cost, leave, increased productivity, identify risk factors in City population to redirect program)	Quality of Life

Risk Management

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Property & Liability	No Choice
		1) Insuring City property and liability risks	No Choice
		2) Protection of the City's assets and services through management of claims	Choice No-Choice
		3) Assisting citizens with claims against the City	Quality of Life
		4) Coordination of litigated claims between CAO and Liability insurance coverage	Choice
		5) Maintaining appraised property value database	No Choice
I	Service Business B	Workers' Compensation	No Choice
		1) Insuring City Workers' Compensation risks	No Choice
		2) Protection of the City's assets and services through management of claims	Choice No-Choice
		3) Return-to-Work program	Choice
		4) Fitness for duty after work-related injury	Choice
		5) Education and resource for employees and supervisors	Quality of Life
II	Service Business C	Safety and Loss Control	Choice
		1) Citywide Safety Committee and support of Department/Division committees	Choice
		2) Resource for City staff	Choice
		3) Training and education	Choice
		4) Ergonomic workstation evaluations	Choice
		5) Property safety survey/inspection	Choice
		6) Assisting staff with development and maintenance of emergency procedures within City facilities	Choice
II	Service Business D	Citywide Contract Review	Choice
		1) Insurance requirements - protection of City from liability	Choice

Information Technology Department

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Professional Technical Support for Laptop, Mobile, Desktop Users	Choice
	1)	Perform tier 2 complex troubleshooting for printer, mobile, laptop and desktop computers	Choice
	2)	Provide user and technical support for remote access software	Quality of Life Choice
	3)	Provide and administer security software and encryption for laptop and desktop PCs	Choice
I	Service Business B	Computer Server and Network Resources	Choice
	1)	Procure, maintain and upgrade computer servers for production operations	Choice
	2)	Manage and oversee maintenance, upgrade and repair services for computer hardware, UPS, and computer facility	Choice
	3)	Test and install critical operating system patches	Choice
	4)	Virtualize computer servers	Quality of Life Choice
I	Service Business C	Systems and Network Security	Choice
	1)	Coordinate and conduct annual security audit exercises and fortification activities	Quality of Life Choice
	2)	Install, configure and monitor firewalls and intrusion prevention/detection systems	Choice
	3)	Research, install and test database security patches	Choice
	4)	Research, install and test operating system security patches	Choice
	5)	Research, install and test software applications security patches	Choice
	6)	Implement and maintain two factor login authentication for IT staff	Quality of Life Choice
	7)	Implement and maintain full disk encryption and hardware tracking for all City laptops	Quality of Life Choice
	8)	Administer internal and cloud based, virus, and phishing services to protect email users	Choice
	9)	Conduct annual training classes on security and social engineering awareness	Quality of Life Choice
I	Service Business D E	Network Access and Telecommunication Services	Choice
	1)	Install telephone switches and sets	Choice
	2)	Maintain, expand, troubleshoot City operated fiber networks	Choice
	3)	Install, configure and maintain Cisco switches	Choice
	4)	Troubleshoot network connectivity issues and performance problems	Choice
	5)	Maintain and troubleshoot City wireless point-to-point communication services between City Hall and other City facilities	Choice
	6)	Configure and support Open DNS or other web filter/protection for wireless users	Choice
	7)	Troubleshoot and coordinate repairs for equipment and outside circuit services	Choice
	8)	Maintain voicemail services and setting for over 1,000 mailboxes	Choice
	9)	Install, configure and maintain 75 wireless access points throughout facilities	Choice
II	Service Business E D	Future Planning and Technology Hardware/Services Acquisition	Choice
	1)	Serve as a technical resource in the evaluation (including vendor reviews and hardware/software demonstrations) and procurement of technology (both citywide tools through IT and department specific)	Choice
	2)	Negotiate for, bid, and manage contracts and services provided by outside contractors-	Choice
	3)	Assist departments in the preparation and evaluation of technology related RFPs	Choice
	4)	Participate in vendor reviews and hardware/software demonstrations	Choice
	5) 2)	Assist in implementation planning and conversions as required	Choice
	6) 3)	Assist in the review and negotiations of contracts for technology products	Choice
	7) 4)	Evaluate and test current and emerging technologies to identify those that would help the City in meeting goals, including the removal, change or increase in services to meeting future technology needs	Choice
	8) 5)	Develop and update the City's short and long term Information Technology Strategic Plan	Choice
	9)	Assess services and remove, change or increase to meet future technology and support needs of the City	Choice
	10) 6)	Collaborate with other Denver/Metro government agencies to identify partnership opportunities for technology procurement and services	Choice
II	Service Business F E	Disaster Recovery/Business Continuity	Choice
	1)	Perform full and incremental backups of data to offsite storage	Choice
	2)	Install and maintain servers, network and other technology at the City's disaster recovery hot site	Choice
	3)	Develop, manage and test disaster recovery and business continuity plans for technology	Choice

Information Technology Department

Service Business Priority			SERVICE HIERARCHY - Type
II	Service Business G F	Custom Software Application Services	Choice
		1) Conduct needs assessments and define business requirements with departments	Choice
		2) Assist in evaluation of canned, custom and cloud based options for meeting department application needs	Choice
		3) Design database structure and relationships	Choice
		4) Develop applications using industry best practices and City of Westminster application design standards	Choice
		5) Design and develop interfaces to share and update data contained in other applications	Choice
		6) Maintain and enhance applications during their lifecycle	Choice
		7) Create system design specifications and functional specifications	Choice
		8) Collaborate with user department to assist in testing	Choice
II	Service Business H G	Purchased Software Application Services	Choice
		1) Coordinate troubleshooting efforts between user departments and software vendors	Choice
		2) Develop custom reports as required by user departments	Choice
		3) Learn and administer vendor provided databases	Choice
		4) Develop and/or support interfaces needed for sharing and updating data between various applications	Choice
		5) Plan for and perform minor and major software releases and updates	Choice
I	Service Business I H	IT Service Center	Choice
		1) Answer phone and Intranet based calls for support	Choice
		2) Respond to Microsoft Office, Outlook, and other application questions	Choice
		3) Collect information regarding user technical issues, and assist in resolution or assignment of request	Choice
		4) Log ITSR contacts into call tracking system	Choice
		5) Assist in password resets, new user account setup, Active Directory maintenance, etc	Choice
		6) Manage IT Service Center including website, FAQ, and Alert Messages	Choice
		7) Handle print server management for all printers	Choice
		8) Order, configure, deploy and support mobile technologies	Choice
		9) Assist in facilitating communication on projects between Systems/Network/ Software Teams	Choice
		10) Administer internal and cloud based spam services to assist email users in inbox management	Choice
		11) Provide direct City Council support for City provided technology	Choice
		12) Provide resolution or assignment of emergency or critical tier 2 (complex) calls	Choice
III	Service Business J I	Electronic Communication Services- Email and Voicemail	Choice
		1) Manage Microsoft Exchange user accounts and folders	Choice
		2) Install and manage Microsoft Exchange server for email and scheduling	Choice
		3) Install and support unified communications for integrated voice and email	Choice
		4) Administer internal and cloud based spam services to assist email users in inbox management	Choice
III	Service Business K J	Internet and Intranet Applications and Services	Choice
		1) Contract with multiple Internet service providers for web connectivity	Choice
		2) Collaborate with the Public Information Office to continually enhance the City's web site presentation and navigation	Quality of Life
		3) Install automated systems to provide for monitoring and enforcement of appropriate use policies	Choice
		4) Monitor and expand bandwidth requirements	Choice
		5) Empower internal and external customers with the ability to access information, conduct business through interactive transactional applications, and update data 24/7	Quality of Life
		6) Provide and maintain a content management system to provide departments with a non-technical simple way to update data on the Internet	Choice
		7) Develop and support interfaces to retrieve and update information from various applications residing on other systems	Choice

Recreation Wellness/Leisure Services

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
I	Service Business A	Recreation Facilities - Leisure/Wellness Amenities - Daily Operations at Facilities- Drop in use at centers (includes City Park Recreation Center, City Park Fitness Center, Swim and Fitness Center, West View Center, the MAC, and the Sports Center)	Quality of Life Choice
		1) Multi-use Recreation Centers (4 facilities)	Quality of Life
		2) Adult Recreation Center - The MAC (1 facility)	Quality of Life
		3) Indoor Soccer Facility (1 facility)	Quality of Life
		4) Outdoor Seasonal Pool (1 facility)	Quality of Life
		5) Library Services - MAC loaner library and West View terminals	Quality of Life
I	Service Business B	Recreation Facilities - Ongoing Maintenance	Choice
		1) On-going upkeep of facilities	Choice
		2) Repair and replacement of equipment (e.g., exercise, gym, etc.)	Choice
		3) Annual shut downs for larger projects (i.e., pool repairs, major floor refurbishing)	Choice
I	Service Business C	Golf Course - Clubhouse Operations and Supervision	Quality of Life
		1) Golf play (rounds/revenue/golf shop/driving range management)	Quality of Life
		2) Golf shop (guest services, retail, etc.)	Quality of Life
		3) Clubhouse/driving range maintenance	Quality of Life
		4) Restaurant and on-course food and beverage service (includes concessionaire contract supervision and equipment management)	Quality of Life
		5) Equipment maintenance and management	Quality of Life
		6) Marketing, events, and promotions	Quality of Life
		7) Tournaments, lessons, leagues, and special events	Quality of Life
I	Service Business D	Standley Lake - Outdoor Recreation Opportunities	Quality of Life
		1) Boating, fishing, camping, rentals, biking/hiking, wildlife viewing and other passive and active leisure opportunities	Quality of Life
		2) Permit marketing and sales	Quality of Life
		3) Interpretive programs	Quality of Life
I	Service Business E	Recreation Facilities - Program Space - For a wide variety of programs	Quality of Life
		1) General classroom space for a multitude of programs and activities-preschool, arts, etc.	Quality of Life
		2) Pool-aquatic classes	Quality of Life
		3) Aerobics rooms (4 facilities)	Quality of Life
		4) Dance studio (1 facilities)	Quality of Life
		5) Mind/body studio-Pilates, yoga	Quality of Life
		6) Pottery studio (2 facilities)	Quality of Life
		7) Location for numerous special events-Halloween, 4th of July (Countryside pool)	Quality of Life
		8) Treatment rooms-massage, fitness/wellness assessments	Quality of Life
II	Service Business F	Recreation Services - Marketing - For all programs, events and facilities	Quality of Life Add-On
		1) Website-updates	Quality of Life
		2) Activity guide	Quality of Life
		3) Articles for publications - newspapers, community bulletins, etc.	Quality of Life
		4) Special promotions - coupons	Quality of Life
		5) Westminster on the Move program - addressing community wellness, obesity	Quality of Life
		6) Flyers, pamphlets, etc.	Quality of Life
		7) Displays (e.g., television screen at CPRC, display cases at the facilities, etc.)	Quality of Life
		8) Targeted in-person marketing through attendance at-Attending community and business events	Quality of Life
		9) Channel 8	Quality of Life
II	Service Business G	Recreation Programs - Tot and Preschool ages 0-6	Quality of Life
		1) Aquatics - learn to swim classes	Quality of Life
		2) Sports - soccer, tumbling	Quality of Life
		3) Preschool program and various tot classes	Quality of Life
		4) Dance	Quality of Life
		5) Enrichment classes - educational - Little learners, bon-appétit	Quality of Life
		6) Art	Quality of Life
		7) Camps	Quality of Life
		8) Fitness	Quality of Life
		9) Music	Quality of Life
II	Service Business H	Recreation Programs - Youth age 7-18	Quality of Life
		1) Sports - soccer	Quality of Life
		2) Aquatics	Quality of Life
		3) Camps - school break	Quality of Life

Recreation Wellness/Leisure Services

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
		4) Dance	Quality of Life
		5) Art	Quality of Life
		6) Fitness	Quality of Life
		7) Afterschool programs	Quality of Life
		8) Enrichment classes-educational-babysitting, math enrichment	Quality of Life
II	Service Business I	Recreation Programs - Adults	Quality of Life
		1) Fitness - general fitness classes-aerobics, indoor cycling	Quality of Life
		2) Sports - softball, soccer, basketball, volleyball	Quality of Life
		3) Art - pottery	Quality of Life
		4) Wellness - dietary, massage, results trainings	Quality of Life
		5) Enrichment - language classes, cooking, fly tying	Quality of Life
		6) Dance	Quality of Life
		7) Aquatics	Quality of Life
II	Service Business J	Recreation Programs - Older Adults	Quality of Life
		1) SilverSneakers program	Quality of Life
		2) Enrichment - social	Quality of Life
		3) Trips	Quality of Life
		4) Art	Quality of Life
		5) Fitness	Quality of Life
		6) Wellness	Quality of Life
		7) Sports - softball, volleyball	Quality of Life
		8) Aquatics	Quality of Life
		9) Social offerings - drop-in use for support groups, cards, puzzles	Quality of Life
III	Service Business K	Recreation Facilities - Short term Rental Space to meet needs of internal and external customers	Add On Quality of Life
		1) Community use - weddings, meetings, parties, etc.	Add On Quality of Life
		2) On-going users - church groups, private physical therapy organizations	Add On Quality of Life
		3) Field rental - sports center and ballfields	Add On Quality of Life
		4) Pool use rentals - special use groups - physical therapy, etc.	Add On Quality of Life
		5) Birthday party rooms - aquatic	Add On Quality of Life
		6) Plaza and Gazebo rentals - City Park and West View	Add On Quality of Life
		7) Gym rentals	Add On Quality of Life
		8) Internal City Use - trainings, meetings, events	Add On Quality of Life
		9) Aerobics room rentals	Add On Quality of Life
		10) Kitchen rentals - MAC and City Park Recreation Center	Add On Quality of Life
III	Service Business L	Recreation Facilities - Leased Space for Have exclusive use of designated space within facilities, services needs of community and generates revenue	Add On Quality of Life
		1) Cell tower leases - Kings Mill, City Park and Countryside	Add On Quality of Life
		2) FIT Physical Therapy - CPFC	Add On Quality of Life
		3) Kids Nite Out - CPRC	Add On Quality of Life
		4) Westminster Association Football Club (WAFC) - Sports Center	Add On Quality of Life
III	Service Business M	Recreation Facilities and Programs - Special Needs	Add On
		1) Providing interpreters, etc., to comply with ADA	No Choice
		2) Youth Scholarship program	Add On
		3) Reduced rate passes - based on financial needs	Add On
		4) Facilities are utilized by numerous organizations servicing the special needs community	Add On
		5) Buddy Program	Add On

Recreation Wellness/Leisure Services

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
III	Service Business N	Recreation Services - Intergovernmental Agreement (IGA) Administration	Quality of Life <i>Choice</i>
		1) Hyland Hills - MAC management and co-owner of Carroll Butts, parks, etc.	Quality of Life <i>Choice</i>
		2) West View Recreation Center business agreements West Moor Business Park agreement with (West View Technology Park and Ball Corporation)	Quality of Life <i>Choice</i>
		3) Ball Cooperation agreement with West View	<i>Choice</i>
		4) 3) School District agreements - Jefferson County, Adams 50 and Adams 12	Quality of Life <i>Choice</i>
		5) 4) Hotel Passes - agreement with the Westin and City Park	Add On
		6) 5) Adams County School District 50 Pool Use - SFC	Quality of Life <i>Choice</i>

Recreation Wellness/Leisure Services

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
I	Service Business A	Recreation Facilities – Leisure/Wellness amenities – Drop in-use at centers. Includes City Park Recreation Center, City Park Fitness Center, Swim and Fitness Center, West View Center, the MAC, and the Sports Center	Choice
		1) Pools (2) indoor with various amenities, (2) seasonal outdoor pools	Quality of Life
		2) Gym (2) basketball, volleyball, etc.	Quality of Life
		3) Weight/cardio room (5)	Quality of Life
		4) Indoor soccer field (1)	Quality of Life
		5) Pottery studio (2)	Quality of Life
		6) Hot tub (2)	Quality of Life
		7) Indoor multi-use sport court (1)	Quality of Life
		8) Racquetball courts	Quality of Life
		9) Steamroom (2)	Quality of Life
		10) Sauna (2)	Quality of Life
		11) Billiards and pool tables	Quality of Life
		12) Indoor track (2)	Quality of Life
		13) Climbing wall (1)	Quality of Life
		14) Library services-MAC loaner library and West View terminals	Add-On
I	Service Business B	Recreation Facilities – Ongoing Maintenance	Choice
		1) On-going upkeep of facilities	Choice
		2) Repair and replacement of equipment-exercise, gym, etc.	Choice
		3) Annual shut downs for larger projects-pool repairs, major floor refurbishing	Choice
I	Service Business C	Golf Course – Guest Daily Usage	Quality of Life
		1) Guest service	Quality of Life
		2) Tee time reservations	Quality of Life
		3) Green fees	Quality of Life
		4) Cart rentals	Quality of Life
		5) Driving range	Quality of Life
		6) Merchandise sales	Quality of Life
		7) Discounted rates	Quality of Life
		8) Restrooms/drinking fountains	Quality of Life
		9) GHIN handicap computer	Quality of Life
		10) Golf club rentals	Quality of Life
		11) Putting green usage	Quality of Life
		12) Chipping greens	Quality of Life
		13) Bunkers	Quality of Life
I	Service Business D	Golf Course – Management/Clubhouse Maintenance	Quality of Life
		1) Cart fleet (daily maintenance, staging and cleaning)	Quality of Life
		2) Driving range (ball/basket recovery, cleaning, replacing and re-stocking)	Quality of Life
		3) Golf shop	Quality of Life
		4) Clubhouse facility & restrooms	Quality of Life
		5) On-course restrooms	Quality of Life
		6) IGA – Westmoor, Hyland Hills, Airport, Jefferson County, etc.	Quality of Life
		7) Coordination with Legacy homeowners & Westmoor Office Park impact/employees	Quality of Life
I	Service Business E	Golf Course – Golf Shop Retail	Quality of Life
		1) Stocking and display	Quality of Life
		2) Pricing	Quality of Life
		3) Inventory	Quality of Life
		4) Purchase orders/bill tracking	Quality of Life
		5) Purchasing – Merchandise for resale	Quality of Life
		6) Promotional/Seasonal sales	Quality of Life
I	Service Business F	Standley Lake – Outdoor Recreation Opportunities	Quality of Life
		1) Boating/Sailing water recreation	Quality of Life
		2) Fishing	Quality of Life
		3) Camping	Quality of Life
		4) Hiking	Quality of Life
		5) Biking	Quality of Life
		6) Wildlife viewing	Quality of Life
		7) Volleyball and horseshoe pits	Quality of Life

Recreation Wellness/Leisure Services

SERVICE-BUSINESS PRIORITY			SERVICE HIERARCHY
I	Service Business G	Recreation Facilities - Program Space - For a wide variety of programs	Quality of Life
		1) General classroom space for a multitude of programs and activities-preschool, arts, etc	Quality of Life
		2) Pool-aquatic classes	Quality of Life
		3) Aerobics rooms (4)	Quality of Life
		4) Dance studio (1)	Quality of Life
		5) Mind/body studio-Pilates, yoga	Quality of Life
		6) Pottery studio (2)	Quality of Life
		7) Location for numerous special events-Easter, Halloween, 4th of July (Countryside pool)	Quality of Life
		8) Treatment rooms-massage, fitness/wellness assessments	Quality of Life
		9) Pool-Swim teams-Flippers-recreational team and High School	Add-On/ Quality of Life
II	Service Business H	Recreation Services - Marketing - For all programs, events and facilities	Add-On
		1) Website-updates	Quality of Life
		2) Activity guide	Quality of Life
		3) Articles for publications - newspapers, community bulletins, etc.	Quality of Life
		4) Special promotions - coupons	Quality of Life
		5) Westminster on the Move program-addressing community wellness, obesity	Quality of Life
		6) Flyers, pamphlets, etc.	Quality of Life
		7) Displays-screen at GPRC, cases at the facilities, etc.	Quality of Life
		8) Attending community and business events	Quality of Life
		9) Channel 8	Quality of Life
II	Service Business I	Recreation Programs - Tot and Preschool ages 0-6	Quality of Life
		1) Aquatics - learn to swim classes	Quality of Life
		2) Sports - soccer, tumbling	Quality of Life
		3) Preschool program and various tot classes	Quality of Life
		4) Dance	Quality of Life
		5) Enrichment classes-educational-Little learners, bon-appétit, etc.	Quality of Life
		6) Art	Quality of Life
		7) Camps	Quality of Life
		8) Fitness	Quality of Life
		9) Music	Quality of Life
II	Service Business J	Recreation Programs - Youth age 7-18	Quality of Life
		1) Sports - soccer	Quality of Life
		2) Aquatics	Quality of Life
		3) Camps - school break	Quality of Life
		4) Dance	Quality of Life
		5) Art	Quality of Life
		6) Fitness	Quality of Life
		7) Afterschool programs	Quality of Life
		8) Enrichment classes-educational-babysitting, math enrichment	Quality of Life
II	Service Business K	Recreation Programs - Adults	Quality of Life
		1) Fitness - general fitness classes-aerobics, indoor cycling	Quality of Life
		2) Sports - softball, soccer, basketball, volleyball	Quality of Life
		3) Art - pottery	Quality of Life
		4) Wellness - dietary, massage, results trainings	Quality of Life
		5) Enrichment - language classes, cooking, fly tying	Quality of Life
		6) Dance	Quality of Life
		7) Aquatics	Quality of Life
II	Service Business L	Recreation Programs - Older Adults	Quality of Life
		1) SilverSneakers program	Quality of Life
		2) Enrichment - social	Quality of Life
		3) Trips	Quality of Life
		4) Art	Quality of Life
		5) Fitness	Quality of Life
		6) Wellness	Quality of Life
		7) Sports - softball, volleyball	Quality of Life
		8) Aquatics	Quality of Life
		9) Social offerings - drop-in use for support groups, cards, puzzles	Quality of Life

Recreation Wellness/Leisure Services

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
H	Service Business M	Golf Course – Marketing	Add-On
		1) Advertising (internet, emails and newspapers)	Quality of Life
		2) Fee survey & analysis	Quality of Life
		3) Policy survey & analysis	Quality of Life
		4) Approval process	Quality of Life
		5) Special offers (Junior/Senior/Ladies Specials)	Quality of Life
		6) Golf shows	Quality of Life
		7) Tracking and analysis of results	Quality of Life
		8) Networking with regional golf courses	Quality of Life
H	Service Business N	Standley Lake – Recreation Facilities – Rental space	Add-On
		1) Boat storage rentals	Quality of Life
		2) Camping space rental	Quality of Life
		3) Shelter rentals	Add-On
		4) Amphitheatre rentals	Add-On
H	Service Business O	Standley Lake – Marketing/ Advertising	Add-On
		1) Website	Quality of Life
		2) Mailing list	Quality of Life
		3) Activity Guide	Quality of Life
		4) Fliers and brochures	Quality of Life
		5) Local papers	Quality of Life
		6) City Edition	Quality of Life
		7) Channel 8 Cable TV	Quality of Life
HH	Service Business P	Recreation Facilities – Rental space	Add-On/ Quality of Life
		1) Community use-weddings, meetings, parties, etc.	Quality of Life
		2) On-going users-church groups, private physical therapy organizations	Quality of Life
		3) Field rental-sports center	Quality of Life
		4) Pool use rentals-special use groups-physical therapy, etc.	Quality of Life
		5) Birthday party rooms-aquatic	Quality of Life
		6) Plaza and Gazebo rentals-City Park and West View	Quality of Life
		7) Gym rentals	Quality of Life
		8) Internal City Use-trainings, meetings, events	Quality of Life
		9) Aerobics room rentals	Quality of Life
		10) Kitchen rentals-MAC and City Park Recreation Center	Quality of Life
HH	Service Business Q	Recreation Facilities – Leased Space – Have exclusive use of designated space within facilities	Add-On/ Quality of Life
		1) Cell tower leases – Kings Mill, City Park and Countryside	Quality of Life
		2) FIT Physical Therapy – CPFG	Quality of Life
		3) Kids Nite Out – CPRC	Quality of Life
		4) WAFC – Sports Center	Quality of Life
		5) Head Start – use of Kings Mill	Add-On
HH	Service Business R	Recreation Facilities and Programs – Special Needs	Quality of Life
		1) Providing interpreters, etc., to comply with ADA	No Choice
		2) Youth Scholarship program	Quality of Life
		3) Reduced rate passes-based on financial needs	Quality of Life
		4) Facilities are utilized by numerous organizations servicing the special needs community	Quality of Life
		5) Buddy Program	Quality of Life
HH	Service Business S	Recreation Services – IGA Administration	Choice
		1) Hyland Hills-MAC management and co-owner of Carroll Butts, parks, etc.	Choice
		2) West Moor Business Park agreement with West View	Choice
		3) Ball Cooperation agreement with West View	Choice
		4) School District agreements-Jefferson County, Adams 50 and Adams 12	Choice
		5) Hotel Passes-agreement with the Westin and City Park	Add-On
HH	Service Business T	Golf Course – Events & Programs	Quality of Life
		1) Tournaments (Corporate, Charity, and Colorado Golf Association)	Quality of Life
		2) City Sponsored Events (Employee tournament, Heaven/Heck, Legacy Pro-am/Scramble)	Quality of Life
		3) Corporate pass program	Quality of Life
		4) Individual pass program	Quality of Life
		5) Men's League	Quality of Life
		6) Junior golf program	Quality of Life

Recreation Wellness/Leisure Services

SERVICE-BUSINESS-PRIORITY		SERVICE HIERARCHY
	7) Ladies' Friday Afternoon Club	Quality of Life
	8) Golf lessons - Group, semi-private & private	Quality of Life
	9) Special needs golfers-Handicap-Cart	Quality of Life
	10) Fundraisers (Event management and donations)	Quality of Life
	11) Donations (Green-fee donation for charity, City events)	Quality of Life
III	Service Business U	Golf Course - Food and Beverage
	1) Facility health regulations, cleanliness, alcohol rules, etc.	Quality of Life
	2) Equipment repairs, maintenance and/or replacement	Quality of Life
	3) Tournament & event coordination	Quality of Life
	4) On-course food & beverage service	Quality of Life
	5) Restaurant staff supervision & training	Quality of Life
	6) Coordination w/restaurant operators & staff	Quality of Life
	7) Private rentals	Quality of Life
III	Service Business V	Standley Lake - Interpretive Programs
	1) Water quality programs	Add-On
	2) Boat safety programs	Choice
	3) Environmental programs	Add-On
	4) Wildlife programs	Add-On
	5) Special needs group programs	Add-On
	6) Standley Lake open house program	Add-On
	7) Boy Scout camp fire programs	Add-On
	8) Model airplane spring/fall fly	Add-On

Parks and Open Space

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
I	Service Business A	Park Services - Maintenance of Parks and Public Facilities - Daily, weekly and monthly tasks performed on a seasonal and year around basis for 54 improved park sites totalling 658 acres; and 22 public facilities totalling 50 acres	Quality of Life
		1) Landscape maintenance	Quality of Life
		2) Maintenance and repair of equipment	Quality of Life
		3) Hazardous waste management	No Choice
		4) Mosquito/West Nile control	Add On
		5) Snow operations	Choice
		6) Dam inspections/pond maintenance	No Choice
		7) Promenade maintenance	Add On
		9) 8) Contract maintenance	Quality of Life
I	Service Business B D	Design Development - Construction and Infrastructure Maintenance Crew - Responsible for the ongoing maintenance and improvement of existing park facilities	Quality of Life
		1) Park upkeep (including new construction, playground or amenity installs, repairs, safety audits & documented hazard inspections, graffiti & vandalism mitigation, irrigation systems, site furnishings for parks and park amenities including restrooms, shelters, etc)	Quality of Life
		2) Playground design and installation	Add On
		2) Construction and infrastructure maintenance	Quality of Life
		3) 3) Signage (fabrication coordination, installation, repairs)	Add On
I	Service Business C F	Standley Lake Regional Park and Lake Services - Water Supply	Choice
		1) Patrol and security	No Choice
		2) Aquatic Nuisance Species Program	Choice No-Choice
		3) Intergovernmental Agreement administration	No Choice
II	Service Business D B	Park Services - Open Space Maintenance - On-going maintenance of City wide open space properties and infrastructure	Quality of Life
		1) Volunteer coordination/habitat improvement	Add On
		2) Drainage way improvements and monitoring of wetland and environmental permits	No Choice
		3) Dog park maintenance, repairs and service (animal waste program)	Add On
		4) Storm water management	No Choice
		5) Trail maintenance	Quality of Life
		6) Urban forestry services	Quality of Life
		7) Wildlife management	Add On
II	Service Business E C	Design Development - Master Planning & Design: Including planning or design for new parks, park renovations, special use park properties, or open space properties, and all associated amenities for these properties.	Quality of Life
		1) Construction and infrastructure maintenance	Quality of Life
		1) Playground design and installation	Add On
		2) 2) Community Enhancement Program	Add On
II	Service Business F E	Golf Course - Maintenance	Quality of Life
		1) Turf maintenance	Quality of Life
		2) Irrigation maintenance and management	Quality of Life
		3) General course/facility operations	Quality of Life
		4) Golf course equipment maintenance	Quality of Life
		5) Native area and other (out of bounds) maintenance	Quality of Life
		6) Snow operations	Quality of Life
		7) Audobon certification (The Heritage Golf Course)	Quality of Life
		8) West View Recreation Center landscaping and snow removal maintenance	Quality of Life
II	Service Business G F-I	Standley Lake Regional Park	Quality of Life
		4) 1) Park maintenance	Quality of Life
		5) 2) Equipment maintenance	Quality of Life
		6) 3) Wildlife management	Quality of Life
		7) 4) Lake water amenities maintenance	Quality of Life
		8) 5) Standley Lake Regional Park maintenance and management	Quality of Life
		9) 6) Snow operations	Quality of Life
		10) 7) Off-season storage rentals	Quality of Life

Parks and Open Space

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
III	Service Business H G	Park Services - Greenhouse Operations - City wide plant production, installation and maintenace	Add On
		1) Indoor plant maintenance (public buildings)	Add On
		2) Annual crop production/planting/maintenance/greenhouse upkeep	Add On
		3) Landscape maintenance, lighting, and repairs for the entrance monuments designating City of Westminster boundaries	Quality of Life
		4) Poinsettia crop production and installation (holiday)	Add On
III	Service Business I H	Park Services - Holiday Decorations - Christmas decorations (various locations)	Add On
		1) Decoration construction, maintenance and repairs/installation/removal	Add On
		2) Landscape tree lighting City Hall	Add On
		3) 72nd & Federal holiday lighting	Add On

Parks and Open Space

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
I	Service Business A	Park Services - Maintenance of Parks and Public Facilities - Daily, weekly and monthly tasks performed on a seasonal and year around basis for 54 improved park sites totalling 658 acres; and 22 public facilities totalling 50 acres	Quality of Life/ Choice
		1) Landscape maintenance	Quality of Life
		2) Repair infrastructure/Clean/Trash/Graffiti	Quality of Life
		3) Special event support	Add-On
I	Service Business B	Park Services - Equipment Maintenance - Maintenance and repair of all equipment owned and operated by Park Services, Open Space and Design Development	Quality of Life/ Choice
		1) Small engine/riding/heavy equipment	Quality of Life/ Choice
		2) Related skill sets including: welding, fabrication, painting, metal work and wood working	Quality of Life/ Choice
I	Service Business C	Park Services - Open Space Maintenance - On-going maintenance of City wide open space properties and infrastructure	Quality of Life/ Choice
		1) Open Space maintenance/seeding/fence/weed control	Quality of Life
		2) Volunteer coordination/habitat improvement	Add-On
		3) Drainage way improvements and monitoring of wetland and environmental permits	No Choice
		4) Dog park maintenance, repairs and service (animal waste program)	Add-On
I	Service Business D	Park Services - Environmental Services Management for Internal Operations - Compliance with State and Federal guidelines	No Choice
		1) Hazardous waste management	No Choice
		2) Storm water management	No Choice
I	Service Business E	Design Development - Master Planning & Design: Including planning or design for new parks, park renovations, special use park properties, or open space properties, and all associated amenities for these properties.	Quality of Life/ Add-On
		1) Planning, design, or construction document preparation by internal City sources	Add-On
		2) Contract administration	Add-On
		3) Grant Tracking / budget management	Add-On
		4) Parks & Recreation Master Plan document (Recreationordkeeping, design, edits, updates, public meetings, council)	Add-On
I	Service Business F	Design Development - Construction and Infrastructure Maintenance Crew - Responsible for the ongoing maintenance and improvement of existing park facilities	Quality of Life
		1) Park upkeep (including new construction, playground or amenity installs, repairs, safety audits & documented hazard inspections, graffiti & vandalism mitigation, irrigation systems, site furnishings for parks and park amenities including restrooms, shelters, etc)	Quality of Life
		2) Playground design and installation	Add-On
		3) Signage (fabrication coordination, installation, repairs)	Add-On
I	Service Business G	Golf Course - Turfgrass Maintenance	Quality of Life/ Choice
		1) Turf maintenance	Quality of Life/ Choice
		Mowing	
		Aerification	
		Top dressing	
		Fertilization	
		Pesticide management	
		2) Irrigation operations	Quality of Life/ Choice
		Irrigation management	
		Irrigation service and repairs	
		3) General course/facility operations	Quality of Life/ Choice
		Infra-structure repairs	
		Bunker maintenance	

Parks and Open Space

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
		Fairway and tee over seeding	
		Cart path edging	
		Signage	
		In house construction projects	
		Course marking of hazards and yardages	
		Verticutting	
		Soils testing	
		Water quality testing	
		Snow removal on greens	
		Landscape maintenance	
		Trash removal	
I	Service Business H	Golf Course - Equipment Maintenance	Quality of Life/ Choice
		1) Riding mower maintenance and repairs	Quality of Life/ Choice
		2) Small engine maintenance and repairs	Quality of Life/ Choice
		3) Heavy equipment maintenance and repairs	Quality of Life/ Choice
		4) Related skill sets including: welding, fabrication, painting, metal work and wood working	Quality of Life/ Choice
I	Service Business I	Golf Course - Irrigation Management	Quality of Life/ Choice
		1) Pump station service and repairs	Quality of Life
		2) Water quality testing	Quality of Life
		3) Preventative maintenance and repair	Quality of Life
		4) Pond management	Quality of Life
		5) Computerized water management system	Quality of Life
		6) Evaporation Transpiration (ET) based irrigation	Quality of Life
		7) Regular system audits	Quality of Life
I	Service Business J	Standley Lake - Patrol Services	Choice
		1) Water quality management/information/enforcement	Choice
		2) Law enforcement of regulations	Choice
		3) First aid and emergency response	Quality of Life
		4) Oversee night security	Choice
		5) Land patrol required per IGA	No Choice
		6) Boat patrol	Quality of Life
		7) Safety patrol and checks of facilities	Choice
		8) Boat storage patrol	Quality of Life
		9) Public information	Choice
		10) Bike patrol	Quality of Life
I	Service Business K	Standley Lake - Aquatic Nuisance Species Program	No Choice
		1) Budget management	Choice
		2) Coordination with PWU, Northglenn, Thornton and FRIGO	Choice
I	Service Business L	Standley Lake - IGA Administration	No Choice
		1) IGA Administration - Northglenn, Thornton & FRIGO	Choice
II	Service Business M	Park Services - Mosquito/West Nile Control - Seasonal control of mosquito populations to prevent an outbreak of West Nile Virus	Add-On
		1) Contract ULV spraying and larva control	Add-On
		2) Regional meetings and program development with ADCO west nile virus cooperative	Add-On
II	Service Business N	Park Services - Athletic Field Maintenance - Soccer, baseball, softball, little league and related field activities	Quality of Life
		1) Athletic field maintenance and repair/irrigation/mowing	Quality of Life
		2) Preparation for play/in-field/layout/stripping	Quality of Life

Parks and Open Space

SERVICE-BUSINESS-PRIORITY		SERVICE HIERARCHY	
H	Service Business O	Park Services - Trail Maintenance - Ongoing maintenance and improvements to the City trail system	Quality of Life
		1) Infrastructure improvements/annual trail grooming/mowing	Quality of Life
		2) Signage	Add-On
		3) Snow removal	Choice
H	Service Business P	Park Services - Snow Operations - Combined operations with Design Development, Park Services, The Promenade and the Street Division/Code Enforcement	Choice
		1) Parks/public buildings/streetscapes/parking lots	Choice
		2) Areas adjacent to parks and open space; areas with no HOAs, etc...	Add-On
		3) The Promenade	Choice
H	Service Business Q	Design Development - Community Enhancement - Development, administration and construction of the components of this self-funded program	Quality of Life/ Add-On
		1) Streetscape Improvements	Quality of Life
		2) Medians	Quality of Life
		3) Neighborhood grant administration and Parks, Recreation and Libraries Board Facilitation	Add-On
		4) Banners and art	Add-On
H	Service Business R	Park Services - Urban Forestry Services - Tree care for all public lands	Quality of Life
		1) Hazard tree mitigation	No Choice
		2) Tree pruning/planting/insect and pest control	Quality of Life
		3) Code enforcement	No Choice
		4) Tree recycling programs - christmas tree/resident tree limb drop-off service	Add-On
H	Service Business S	Golf Course - Clubhouse/Restroom Building Maintenance	Quality of Life
		1) Restroom cleaning and upkeep	Quality of Life
		2) Mowing	Quality of Life
		3) Irrigation management	Quality of Life
		4) Fertilization	Quality of Life
		5) Landscape maintenance	Quality of Life
		6) Edging	Quality of Life
H	Service Business T	Golf Course - Native Area Maintenance	Quality of Life/ Choice
		1) Mowing of native areas	Quality of Life/ Choice
		2) Weed control	Quality of Life/ Choice
		3) Seeding	Quality of Life/ Choice
		4) Habitat improvement	Quality of Life/ Choice
		5) Fence repairs	Quality of Life/ Choice
H	Service Business U	Golf Course - Snow Operations	Choice
		1) Legacy Ridge Clubhouse	Choice
		Parking lot	
		Public areas, sidewalks	
		Maintenance Building yard	
		2) Heritage Clubhouse	Choice
		Parking Lot	
		Public areas, sidewalks	
		Maintenance Building yard	
		3) West View Recreation Center	Choice
		Parking lots	
		Public areas, sidewalks	
		4) Cotton Creek Trail	Choice
		5) Farmers Highline Canal Trail	Choice

Parks and Open Space

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
II	Service Business V	Standley Lake - Park Maintenance- Ongoing	Quality of Life/ Choice
		1) Daily cleaning and trash removal	Quality of Life
		2) Trash pick up	Quality of Life
		3) Signage	Choice
		4) Snow removal	Choice
		5) Boat storage lot maintenance	Quality of Life
		6) Irrigation service and repairs	Quality of Life
		7) Shelter cleaning and repairs	Quality of Life
		8) Fence repairs	Choice
		9) Reseeding of native areas	Choice
		10) Fertilization	Choice
		11) Herbicide control	Choice
		12) Mowing	Quality of Life
		13) Infra-structure repairs	Choice
		14) Graffiti removal	Quality of Life
		15) Oversee community service workers and volunteers	Quality of Life
		16) Tree planting and pruning	Quality of Life
II	Service Business W	Standley Lake - Equipment Maintenance	Quality of Life/ Choice
		1) Aquatic Nuisance Species sprayer maintenance	Choice
		2) Vehicle operation and maintenance	Choice
		3) Patrol boat maintenance	Quality of Life
		4) Kawasaki Mule 4-wheel vehicle maintenance	Choice
		5) Small engine repairs and maintenance	Quality of Life
		6) Tractor repairs and maintenance	Quality of Life
		7) Mountain-bike repairs (bicycle officers and Standley Lake park rangers)	Quality of Life
III	Service Business X	Park Services - Dam Inspections/Pond Management	No Choice
		1) Dam inspections require by the State and COW Public Works Department	No Choice
		2) Pond and water quality management	Add-On
III	Service Business Y	Park Services - Promenade	Add-On
		1) Contract administration - landscape maintenance, sweeping, contract repairs	Add-On
		2) Lake and water quality management plus water feature operations	No Choice
		3) Snow operations	Choice
		4) Holiday lighting	Add-On
III	Service Business Z	Park Services - Greenhouse Operations - City-wide plant production, installation and maintenance	Add-On
		1) Indoor plant maintenance (public buildings)	Add-On
		2) Annual crop production/planting/maintenance/greenhouse upkeep	Add-On
		3) Landscape maintenance, lighting, and repairs for the entrance monuments designating City of Westminster boundaries	Quality of Life
		4) Poinsettia crop production and installation (holiday)	Add-On
III	Service Business AA	Park Services - Holiday Decorations - Christmas decorations (various locations)	Add-On
		1) Decoration construction, maintenance and repairs/installation/removal	Add-On
		2) Landscape tree lighting City hall	Add-On
		3) 72nd & Federal holiday lighting	Add-On
III	Service Business AB	Park Services - ROW, Median, Gateway Maintenance - Includes both in-house maintenance and contractual oversight and management	Quality of Life
		1) Maintenance contract award, budget monitoring and oversight	Quality of Life
		2) Median and streetscape maintenance including signs and lighting	Quality of Life
		3) Stormwater maintenance	No Choice
III	Service Business AC	Park Services - Wildlife Management - Coordination with local, State and Federal agencies regarding wildlife issues	Add-On
		1) Habitat improvements	Add-On
		2) Prairie dog management	Add-On
		3) Coyote management	Add-On
		4) Beaver management	Add-On

Parks and Open Space

SERVICE-BUSINESS-PRIORITY			SERVICE HIERARCHY
III	Service Business AD	Golf Course - Audubon International Signature Program	Add-On
		1) Water conservation management	Add-On
		Computerized irrigation management	
		Evaporation Transpiration (ET) based irrigation	
		System design and operation	
		Preventative maintenance and repair	
		2) Water quality management	Add-On
		Water quality testing	
		Water treatment process	
		Wetlands management	
		Lake and pond management	
		3) Integrated Pest management	Add-On
		Turfgrass selections	
		Cultural Practices	
		Pesticide Selection	
		Scouting programs	
		Pesticide safety	
		4) Waste management and energy planning	Add-On
		Recycling	
		Composting	
		5) Wetlands management and monitoring	Add-On
		6) Environmental stewardship	Add-On
		7) Wildlife and habitat management	Add-On
		8) Education and out reach	Add-On
III	Service Business AE	Golf Course - West View Recreation Center Maintenance	Add-On/Quality of Life
		1) Irrigation management	Quality of Life
		2) Mowing	Quality of Life
		3) Fertilization	Quality of Life
		4) Landscape maintenance	Quality of Life
		5) Edging	Quality of Life
III	Service Business AF	Standley Lake - Wildlife Management	Add-On
		1) Prairie dog control and management	Quality of Life
		2) Fish and wildlife management (fish stocking and sampling annual wildlife counts)	Quality of Life
		3) Eagle habitat management	Quality of Life
		4) Coyote management	Quality of Life
III	Service Business AG	Standley Lake - Facility Maintenance	Quality of Life
		1) Boat ramp and boat docks	Quality of Life
		2) Roadway inspections and snow removal	Quality of Life
		3) Restrooms	Quality of Life
		4) Nature Center	Quality of Life
		5) Campgrounds	Quality of Life
		6) signs	Quality of Life
		7) Picnic shelters	Quality of Life
		8) Painting, and staining of facilities	Quality of Life
III	Service Business AH	Standley Lake - Master Plan	Quality of Life
		1) Standley Lake Master Plan (recordkeeping, design, edits, updates, and coordination with other departments and government entities)	Choice

Library Services

SERVICE BUSINESS PRIORITY		SERVICE HIERARCHY
I	Service Business A	Provide library materials for learning, research, enrichment and entertainment: Involves every step of selecting a title for purchase to getting it to a patron's hands and back again
	1) Circulate materials (check in/out/shelve/holds/courier)	Quality of Life
	2) Acquire material (plan, select, order, receive, and pay)	Quality of Life
	3) Process and catalog materials	Quality of Life
	4) Maintain materials (weed, repair, reorder, security, review/challenge)	Quality of Life
	5) Maintain patron accounts (issue cards, update, ensure privacy)	No Choice
	6) Interlibrary loan	Quality of Life
	7) Self-service education/training/support	Quality of Life
	8) Money handling (fines and collection agency interaction)	Choice Quality of Life
I	Service Business B	Reference/Reader's Advisory: Through the use of librarians and pathfinders, help patrons locate useful resources and conduct research
	1) Interview patrons to determine needs and follow-up	Quality of Life
	2) Instruct on the use of databases and resources	Quality of Life
	3) Fulfill patron requests	Quality of Life
	4) Connect to other resources/materials	Quality of Life
	5) Interlibrary loan and material orders	Quality of Life
	6) Pathfinders and booklist creation and maintenance	Quality of Life
	7) Information education	Quality of Life
	8) Resource sharing	Quality of Life
I	Service Business C	On-line Services for learning, research, enrichment and entertainment
	1) Catalog	Quality of Life
	2) Webpage design and support	Quality of Life
	3) Database negotiation, installation and management	Quality of Life
	4) Providing electronic resources (downloadable, e-books, databases)	Quality of Life
	5) Wireless	Quality of Life
	6) Respond to patron questions (e-mail, virtual reference, via phone)	Quality of Life
	7) Support education	Quality of Life
	8) Access to resources	Quality of Life
	9) Purchase and maintain computer, network equipment and software	Quality of Life
III	Service Business D	Library Facilities: Ongoing maintenance for 2 libraries with more than 500,000 visitors annually
	1) On-going upkeep of 76,000 square foot College Hill and 15,000 square foot Irving Street Library	Quality of Life
	2) Repair and replacement of furnishings and electronic equipment	Quality of Life
	3) Occasional shut downs for larger projects - mud-jacking , renovations and remodeling	Quality of Life
III	Service Business E	Educational and Cultural Support: Programs and services to support schools and cultural institutions for each stage of life
	1) Story times	Quality of Life
	2) Summer Reading Program	Quality of Life
	3) Speak English conversational groups	Quality of Life
	4) Citizenship Classes	Quality of Life
	5) Homework Help	Quality of Life
	6) Programs	Quality of Life
	7) Daycares	Quality of Life
	8) Homeschooling families	Quality of Life
	9) Schools	Quality of Life
II	Service Business F	Marketing of Programs that promote available library resources
	1) Summer Reading Program	Quality of Life
	2) Website - updates	Quality of Life
	3) Educational tours	Quality of Life
	4) Computer classes	Quality of Life
	5) Educational programs for children, teens, adults and seniors	Quality of Life
	6) Participate in community and business events	Quality of Life
	7) Author talks	Quality of Life
	8) Articles for publications - newspapers, community bulletins, Activity Guide	Quality of Life

Library Services

SERVICE BUSINESS PRIORITY			SERVICE HIERARCHY
		9) Branding	Add On Quality of Life
		10) Flyers, pamphlets	Add On Quality of Life
		11) Channel 8	Add On Quality of Life
II	Service Business G	Information Center: Distribute information to the community	Quality of Life
		1) Internet, and connect community to outside organizations	Quality of Life
		2) Tax forms	Quality of Life
		3) Governmental resources/support	Quality of Life
		4) Catalog official materials, including City documents for public access	No Choice
II	Service Business H	Technology Center: Printing, productivity software, and access to technology	Quality of Life
		1) Provide access to technology and software	Quality of Life
		2) Printing	Quality of Life
		3) Educate patrons on how to search	Quality of Life
		4) Train and educate patrons on how to use technology	Quality of Life
III H	Service Business J E	Community Center: Support local organizations, educational and cultural institutions, businesses and individuals by providing a safe place to meet	Add On
		1) Provide technology support on a separate network for outside organizations and patrons	Quality of Life
		2) Library displays and exhibits	Quality of Life
		3) Study rooms for free (15) and meeting rooms for rental (6)	Quality of Life
		4) Community and gathering space	Add On Quality of Life
		5) Art shows and displays	Add On Quality of Life
		6) On-going users - church groups, governments, schools, homeschooling parents, scouts, and more	Add On Quality of Life
III	Service Business K J	IGA Administration and Board Liason: Everything involving the administration of various Intergovernmental Agreements and Board liason roles	Quality of Life No Choice
		1) FRCC for the College Hill Library	Quality of Life
		2) Friends of the Westminster Public Library	Quality of Life
		3) PR&L Advisory Board	Quality of Life
		4) Adams County School District 50 cataloging (free service)	Add On
III	Service Business L K	Fund Development and Grants	Quality of Life
		1) Administering grants Application for and administration of grants	Quality of Life
		2) Friends of the Westminster Public Library booksales and used book events	Add On
		3) Donor development	Quality of Life
		4) Grant writing	Quality of Life

Police

Service Business Priority			SERVICE HIERARCHY-Type
I	Service Business A	Patrol Services	Choice
		1) Respond to calls for service	No Choice
		2) Enforce laws (State and Local)	No Choice
		3) Arrest of offenders	No Choice
		4) Investigation of offenses	No Choice
		5) Visibility and deterrence	No Choice
		6) SWAT (Special Weapons Attack Team)	Choice Add On
		7) K-9 Unit	Choice Add On
		8) SET (Special Enforcement Team)	Choice Add On
		9) School Resource Officer (SRO) Program	Quality of Life
		10) Parks, Recreation and Libraries Officers	Add On
		11) Northeast Police Storefront	Add On
I	Service Business B	Emergency/Non-Emergency Communications	Choice
		1) Respond to Emergency Calls for Service	No Choice
		2) Respond to Non-Emergency Calls for Service	Choice
I	Service Business C	Investigation Services	Choice
		1) Investigates and files criminal cases	No Choice
		2) Crime scene investigation and analysis	No Choice
		3) Preservation, processing and disposition of evidence	No Choice
		4) Internet crimes against children	Choice
		5) Victim advocate services, support and resource referral	Choice
		6) Storage, safekeeping and return of found property	No Choice
		7) Intelligence Unit	Add On
		8) Court Marshal services	Add On
		9) Liquor compliance services	Add On
II	Service Business D	Traffic Services	Choice
		1) Enforcement	Choice No Choice
		2) Accident investigation	Choice No Choice
		3) Enhanced DUI Enforcement	Add On
		4) Motorcycle Program	Add On
II	Service Business E	Police Records Management	Choice
		1) Retention, archival, release of records and reports	No Choice
		2) Compliance with State and Federal Records and public access laws	No Choice
		3) Data collection and reporting	Choice
		4) Local, State and National data reporting	No Choice
II	Service Business F	Administration/Management	Choice
		1) Operational Oversight	Choice
		2) Policy and Development	Choice
		3) Budget Development/Management	No Choice
		4) 3) Officer Training	Choice
		5) 4) Recruitment and Hiring	Choice
		6) 5) City Council Liaison	Choice
		7) 6) Internal Affairs/Professional Standards	Choice
		8) 7) Response to Citizen Concerns	Choice
		9) 8) Grant Administration	No Choice
		10) 9) Legislative Participation and Regulatory Advocacy	Choice
		11) 10) Resiliency Program for Detectives/Criminalists	Add On
		12) 11) Performance Measure Management	Add On
II	Service Business G	Neighborhood Services - Property Protection	Choice
		1) Code Enforcement	Choice
		2) Graffiti Program	Choice

Police

Service Business Priority			SERVICE HIERARCHY-Type
III	Service Business H	Interagency Partnership	Choice
		1) North Metro Drug Task Force	Choice
		2) LINK/Juvenile Assessment Center (JAC)	Choice
		3) Arapahoe/Washington House	Choice
		4) Table Mountain Animal Center-Foothills Animal Shelter	Choice
III	Service Business I	Neighborhood Services – Animal Management	Quality of Life Choice
		4) Animal Management	Quality of Life
III	Service Business J	Community and Public Services	Choice
		1) Media liaison/public information	Choice
		2) Crime prevention efforts	Choice
		3) Community relations efforts (i.e. Police Citizens Academy, HOA meetings, Neighborhood Night Out)	Quality of Life
		4) Retail Theft Prevention	Add On
		5) Volunteer relations efforts (i.e. Police Citizen Academy Alumni Group, Westminster Public Safety Recognition Foundation)	Add On
		6) Senior Services	Add On
		7) "Drive Wise" Program	Quality of Life
		8) Traffic Safety Education	Quality of Life Add-On

Public Works and Utilities Administration

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Management and Financial Administration	Choice
		1) Budget development and management	No-Choice
		2) Reporting	No-Choice
		3) Management and Supervision	Choice
		4) 1) CIP Master planning, development and tracking	Choice
		5) 2) Financial modeling (utility fund) and revenue forecasting	Choice
		6) Utility Billing	Choice
		7) 3) Tap Fees and Rates - Updates Study/Review/Recommendations	Choice
		8) 4) Legislative and standards monitoring	Choice
		9) Revenue forecasting	Choice
H	Service Business B	Lease and Contract Management	Choice
		1) Denver Water – Moffat Tunnel	Choice
		2) Brighton re: Thornton Treated Water	Choice
		3) Consumable water contracts / effluent leases / other agreements	Choice
		4) Temporary water leases to irrigators	Choice
III	Service Business B C	Maintenance Management	Choice
		1) Customer Service Requests	Choice
		2) Work orders	Choice
		3) Maintenance planning	Choice
		4) Reports	Choice
		5) 4) Performance Measurement	Add On Choice
		6) 5) GPS Data Collection/GIS Program	Choice
		7) 6) Document Management/Content Management	Choice

Street Maintenance

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Pavement Restoration/Repair	Choice
		1) Pothole Patching	No Choice
		2) Pavement Failure Patching	Choice
		3) Water Break Patchback	No Choice
		4) Joint Repair	Quality of life
		5) Grinding/Leveling/Trip Hazard Elimination (sidewalks)	Quality of life
		6) Skin Patching (addition of a thin layer of asphalt placed over an existing surface to correct minor settlement, often recommended before an overlay or seal coat to improve rideability)	Quality of life
		7) Blading (Shoulders/Alleys/Gravel Roads)	Quality of life
I	Service Business B	Pavement Preservation/Rehabilitation/Replacement	Choice
		1) Crackseal	Choice
		2) Chipseal	Choice
		3) Slurry Seal	Choice
		4) Resurfacing	Choice
		5) Reconstruction	Choice
		6) Pavement Striping	Choice
		7) Railroad Crossing Surface Replacement	Choice
		8) Concrete Replacement: Curb and Gutters, Sidewalks	Quality of Life
I	Service Business C	Snow and Ice Control	No Choice
		1) Plowing and Deicing	No Choice
		2) Plow/Spreader Maintenance and Calibration	Choice
		3) Reports-	Choice
		4) 3) Post Storm Sweeping/PM10 Air Quality Regulations	No Choice
		5) 4) Automatic Vehicle Locating/GPS Monitoring	Add On
I	Service Business D	Traffic Control	Choice
		1) Pavement Marking Installation/Maintenance	No Choice
		2) New Surface Striping	No Choice
		3) Guardrail Installation/Repair	Choice
		4) Sign Fabrication	Choice
		5) Sign Installation/Maintenance	Choice
II	Service Business E	Bridge Maintenance	Choice
		1) Inspections (aesthetics and road surface)	Choice
		2) Concrete Caulking and Sealing	Choice
		3) Grinding/Resurfacing	Choice
		4) Concrete Replacement	Choice
		5) Railing Re-Painting	Quality of Life
		6) Lighting Maintenance	Quality of Life
II	Service Business F	Pavement Management	Quality of Life
		1) Inventory/Inspections/Data Entry	Quality of Life
		2) Software Maintenance and Support	Quality of Life
		3) Engineering/Design	Quality of Life
		4) Annual Street Improvements Identification	Quality of Life
		5) Reporting	Quality of Life
		6) 5) 5 Year Master Plan Development	Quality of Life
II	Service Business G	Storm Water Sewer Maintenance	No Choice
		1) Spill-Flood/Emergency Response	No Choice
		2) Inspections	No Choice
		3) Annual catch basin and open drainage channel maintenance (clean the catch-basins)	No Choice
		4) Replacement/Repairs	No Choice
		5) Pollution Prevention/Best Management Practices (BMP's)	No Choice
		6) National Pollution Discharge Elimination System (NPDES) Permit/Reports	No Choice
II	Service Business H	Street Cleaning (non-storm related)	No Choice Choice
		1) Emergency response	Choice No-Choice
		2) Sweeping	Choice
		3) Inspections	Choice
		4) Reports	Choice

Street Maintenance

Service Business Priority			SERVICE HIERARCHY - Type
III	Service Business I	Street Lighting	Quality of Life
		1) Inspection	Quality of Life
		2) Payment	Quality of Life
III	Service Business J	Public Facilities Parking Lot Management	Quality of Life
		1) Inventory/Inspections/Data Entry	Quality of Life
		2) Engineering/Design	Quality of Life
		3) Annual Pavement Improvements/Concrete Repairs	Choice
		4) Reporting	Quality of Life
		5) 5 Year Master Plan Development	Quality of Life
III	Service Business K	Right of Way (R.O.W.)/Open Channel/Ditch Maintenance	No-Choice
		1) Flood/Emergency response	No-Choice
		2) Inspections	No-Choice
		3) Annual maintenance/cleaning	No-Choice
		4) Adopt-A-Street Program	Add on

Water

Service Business Priority		SERVICE HIERARCHY - Type
I	Service Business A	Water Supply Operations
	1) Administer water resources' agreements and decrees	No Choice
	2) Operation and management of infrastructure and ditches to Standley Lake	Choice
	3) Coordinate operations with State water administrators	No Choice
	4) Water accounting, data entry, accounting reports and water system data clearinghouse	No Choice
	5) Operation and management of water exchange infrastructure and facilities	Choice
	6) Protect water system infrastructure and facilities from potential impacts (crossings, development, etc.)	Choice
	7) Track and react to water supply conditions	Choice
I	Service Business B	Potable Water Treatment
	1) Meet Federal and State Regulations	No Choice
	2) Transport raw water from Standley Lake to Northwest and/or Semper Water Treatment Facilities	No Choice
	3) Operation of potable water treatment plants (Semper and North West Water Treatment Facilities)	No Choice
	4) Operation of potable water distribution system	No Choice
	5) Water quality assurance and regulation compliance	No Choice
	6) Water meter reading and maintenance	Choice
	1) Water Treatment Chemical Feed System	No Choice
	2) SCADA maintenance	No Choice
	3) Water Treatment Filters	No Choice
	4) Pumps and Instrumentation	No Choice
	5) Water Treatment Equipment and Piping	No Choice
	6) Pumping to distribution system – pipelines, storage tanks	No Choice
	7) Filtration / Chemical Treatment / Disinfection	No Choice
	8) Transport water from Standley Lake to Northwest and/or Semper Water Treatment Facilities	No Choice
I	Service Business C	Water Quality Assurance and Regulation Compliance
	1) Raw Water sampling and analysis for compliance with source water quality requirements	No Choice
	2) Sampling and analysis of treated water for compliance with SDWA requirements	No Choice
	3) Sampling and analysis of treated water in the distribution system for SDWA compliance	No Choice
	4) Prepare annual Consumer Confidence Report	No Choice
	5) Prepare and deliver all required monitoring reports to the State and EPA	No Choice
	6) Maintain proper documentation of all monitoring programs	No Choice
	7) Sampling and analysis in support of the chlorophyll standard on Standley Lake	No Choice
	8) Maintain laboratory certification for organics, microbiology, and nitrate	No Choice
	9) Meet all Quality Assurance/Quality Control requirements	No Choice
	10) Maintain and calibrate all field and laboratory equipment	No Choice
	11) Water quality sampling for potable water system-wide	No Choice
	12) Sampling and analysis in support of water treatment operations	No Choice
	13) Comply with laboratory safety program	Choice
I	Service Business D	Emergency Response - Service Disruption
	1) Waterline Breaks	No Choice
	2) Pump Station Operations	No Choice
	3) Water contamination emergency	No Choice
	4) Low Pressures	No Choice
I	Service Business E	Water Distribution
	1) Plant to pumpstation	Choice
	2) Maintain adequate pressures for the zones	Choice
	3) Fill storage tanks	Choice
	4) Development review	Choice
	5) System planning and expansion	Choice
	6) Customer Service response for pressure and quality issues	Quality of Life-Choice
I	Service Business F	Distribution Maintenance and Replacement
	1) Valve Maintenance, Repair, Installation	Choice
	2) Water Storage Tanks and Reclaimed Stand Pipe Maintenance	Choice
	3) Ensure work area access/clean-up/customer service	Choice
	4) Annual Water Line Replacement Program	Choice
	5) Paint, Cathodic Protection	Choice
	6) Hydrant Pressure Checks – fire suppression	Choice
	7) Hydrant Maintenance and Install	Choice

Water

Service Business Priority		SERVICE HIERARCHY - Type
	8) Hydrant Flushing Program	Choice
	9) Valve Turning Program	Choice
II	Service Business E G Water Planning	Choice
	1) Monitor, review and police other water users' water rights, water accounting and water operations	Choice
	2) Strategic Planning of water supply	Choice
	3) Water rights purchases	Choice
	4) System optimization	Choice
	5) Wattenberg Gravel Lake water storage	Choice
	6) Water conservation and demand management	Choice
	7) South Westminster non-potable water supply	Choice Quality of Life
	8) Review and development of tap fees	Choice
	9) Water supply modeling: system yield, reliability and alternatives analyses	Choice
	10) Comprehensive water system GIS mapping	Quality of Life
	11) Organize, digitize and preserve institutional knowledge and key documentation	Quality of Life
II	Service Business F H Watershed Management for Water Quality	Choice
	1) Standley Lake monitoring to detect trends or changes in raw water	Choice
	2) Watershed monitoring and modeling to detect water quality impacts to Standley Lake	Choice
	3) Intergovernmental collaboration/agreements with watershed entities	Choice
	4) Conduct monitoring for presence of aquatic invasive species	Choice
	5) Manage Eurasian Watermilfoil management plan	Choice
	6) Management of Woman Creek Reservoir and monitoring DOE water quality reports from Rocky Flats	Choice
III	Service Business G I Lease and Contract Management	Choice
	1) Denver Water - Moffat Tunnel	No Choice
	2) Treated and Consumable Water Supply Agreement with the City of Brighton (perpetual sublease of Thornton Treated Water)	No Choice
	3) Consumable water contracts / effluent leases / other agreements	Choice
	4) Temporary water leases to irrigators	Choice
III	Service Business H I Advocacy and Representation	Choice
	1) Standley Lake Operating Committee (SLOC) and Standley Lake management	No Choice
	2) Woman Creek Reservoir Authority board of directors	No Choice
	3) Sub-SLOC and accounting procedures	No Choice
	4) Water Quality Cost-sharing IGA	Choice
	5) Representation on State standards development workgroups	Choice
	6) Upper Clear Creek Water Association participation	Choice
	7) Colorado Water Congress and forums focused on legislative and regulatory issues	Choice
	8) Meetings with other entities	Choice
	9) Regional water conservation organizations	Choice
III	Service Business I J Reclaimed Water Treatment	Choice
	1) Meet State regulations	No Choice
	2) Filtration and Chemical Treatment	Choice
	3) Pumping to Distribution System	Choice
	4) Facility Maintenance	Choice
	5) Program Administration	Choice
	6) New customer development	Choice
III	Service Business J K Metering	Choice
	1) Data Collection for Utility Billing	Choice
	2) Residential	No Choice
	3) Commercial	No Choice
	4) Customer Services - Meter Pit replacement and repair	Choice
	5) Backflow Compliance and Testing	No Choice

Wastewater

Service Business Priority			SERVICE HIERARCHY - Type
I	Service Business A	Wastewater Treatment	Choice No-Choice
		1) Meet Federal and State Regulations	No Choice
		2) Operation of Big Dry Creek Wastewater Treatment Facility management and operations	No Choice
		3) Process controls—monitoring	Choice
		3) Operation of wastewater collection system	No Choice
		4) Metro Wastewater Reclamation Sanitation -District contract administration (treatment services)	Choice
		5) RV Dump Station program administration	Add On
I	Service Business B	Wastewater Effluent Quality Assurance and Regulatory Compliance	No Choice
		1) Sampling and analysis of wastewater influent and effluent to meet State and Federal regulations	No Choice
		2) Prepare and deliver all required monitoring reports to the State and EPA	No Choice
		3) Manage and implement Industrial Pretreatment program	No Choice
		4) Sampling and analysis of permitted industries and collection system	No Choice
		5) Prepare water quality reports for wastewater treatment operations	No Choice
		6) Meet all Quality Assurance/Quality Control requirements	No Choice
		7) Maintain and calibrate all field and laboratory equipment	No Choice
		8) Sampling and analysis of Big Dry Creek in support of State stream classifications	No Choice
		9) Maintain proper documentation of all monitoring programs	No Choice
		10) Comply with laboratory safety program	Choice
II	Service Business C	Wastewater Collection System	Choice
		1) Annual Maintenance Programs, City rotation, Identify Defects	Choice
		2) Hot Spots	Choice
		3) Customer Services	Choice
		4) Development review	Choice
		5) System planning and expansion	Choice
		6) Business Grease Traps	Choice
		7) Trenchless Lining	Choice
		8) Point Repairs	Choice
		9) Water Quality Sampling	Choice
		10) Sewer Line Replacements	Choice
		11) Manhole Rehabilitation	Choice
		12) Root Control	Choice
II	Service Business D	Facility/Equipment Maintenance	Choice
		1) Preventative maintenance	Choice
		2) SCADA management	Choice
		3) Pump and equipment maintenance	Choice
		4) Instrument calibration	Choice
II III	Service Business C E	Biosolids Program	No Choice
		1) Meet Federal, State, and County permit monitoring and reporting requirements	No Choice
		2) Sludge Processing	No Choice
		3) Sludge Hauling	Choice
		4) Sample, analyze, and report biosolids and soil data	No Choice
		5) Biosolids Application - Farms	Choice
		6) Farm management	Choice

COMMUNITY EVENT

Purposes of Community Events:

1. Build a sense of community – opportunity to know and experience the community and neighbors
2. Provide an opportunity for residents to interact with City employees and to understand City services
3. Provide affordable, “inexpensive” family entertainment
4. Celebrate major holidays with neighbors and the community
5. Promote health and wellness of residents
6. Bring neighborhoods together: neighbors coming together, learning and taking responsibility
7. Recognize and reward volunteers
8. Provide an opportunity for the Mayor and City Council to interact with the community and individual residents
9. Assist the City in providing services to the community
10. Support for charity events

Criteria for Community Events:

1. Number of participants
2. Staff driven event
3. City cost per event per hour per participant
4. Residents versus non-residents
5. The One opportunity (for resident(s)) to become engaged in the community
6. Cost recovery/revenue generation
7. Return to the City
8. City Council opportunity to interact with the community
9. If the event was stopped, would anyone really care or notice
10. Support for City goal and sustainability

- City Council approved April 19, 2010

Special Events

Service Business Priority		SERVICE HIERARCHY - Type
III	Service Business A	Community Events - City-sponsored celebrations/gatherings to promote sense of community and typically more social in nature
	1) July 4th at City Park (PR&L)	Quality of Life
	6) 2) Annual Volunteer BBQ (GS)	Quality of Life
	5) 3) City Hall Holiday Tree Lighting Ceremony (PR&L)	Quality of Life
	4) 4) National Night Out (PD/FD)	Quality of Life
	2) 5) Business Appreciation Event (CMO)	Quality of Life
	3) 6) Armed Forces Tribute Day (PR&L)	Quality of Life Add-On
	8) 7) Summer Concert Series (PR&L)	Quality of Life
	9) 8) Westminster Faire (PR&L)	Quality of Life
	7) 9) Summer Celebration - part of Concert Series but with expanded activities (PR&L with involvement from FD & CMO)	Quality of Life Add-On
	10) 10) Movies in the Park (PR&L)	Quality of Life
	12) 11) Water Festival (PW&U)	Quality of Life
	31) 12) Holy COW Trail Stampede (PR&L)	Quality of Life
	32) 13) Fire Station Open Houses (FD)	Quality of Life Add-On
	26) 14) Park Dedications (PR&L)	Quality of Life Add-On
	19) 15) Santa Fire Truck Program (FD)	Add On Quality of Life
	24) 16) Holiday Craft Bazaar (PR&L)	Add On
	20) 17) Santa Cops (PD)	Add On
	23) 18) Santa Shop (PR&L)	Add On Quality of Life
	13) 19) Halloween Festival (PR&L, FD, PD)	Add On Quality of Life
	14) 20) Fishing Derby (FD)	Add On Quality of Life
	15) 21) MAC holiday lunch/entertainment events (PR&L)	Add On Quality of Life
	28) 22) Father-Daughter Ball (PR&L)	Add On
	21) 23) Arbor/Earth Day (GS/PR&L)	Add On
	30) 24) Various facility anniversary celebrations - often for 5, 10, 25, etc. (PR&L)	Add On
	37) 25) Doggie Dive In (PR&L)	Add On
	38) 26) Uncle Sam Splash Bash - Countryside Pool (PR&L)	Add On
	25) 27) Christmas Eve Santa to St. Anthony's Hospital (FD)	Add On Quality of Life
	18) Hooked-On-Fishing Program (PD)	Add-On
	11) SilverSneakers events (PR&L)	Quality of Life
	22) Mayor's Easter Eggstravaganza (PR&L) -- Eliminated in 2011	Quality of Life
	27) Mother-Son Bowl a Bingo (PR&L) -- Eliminated in 2011	Add-On
	29) Mother-Daughter Tea (PR&L) -- Eliminated in 2011	Add-On
III	Service Business B	Non-City Events -- Events that are sponsored by another organization but in which City Staff participates (e.g., staffing a table, contributing financially, staff on boards/helps plan, etc)
	1) Participation in prospect trips/conferences/trade shows with regional and state partners	Add On Choice
	2) Westminster Public Safety Recognition Foundation Annual Banquet (CMO/PD/FD)	Add On Quality of Life
	15) 3) Hmong Cultural & Health Festival (CMO/PD)	Add On
	3) 4) Westminster Legacy Foundation Annual Golf Tournament - Pro Am (PR&L)	Add On
	5) 5) Metro North Chamber of Commerce - Annual Meeting, Golf Tournaments, etc	Add On
	4) 6) Westminster Public Safety Recognition Foundation "Blazing Bullets Trail Run" (PD/FD)	Add On
	7) 7) Westminster Legacy Foundation Wines Around the World (annual fundraiser) (PR&L)	Add On
	33) 8) Fire Chief Ale Tapping (FD)	Add On
	34) 9) Chili Cook-off (FD)	Add On
	36) 10) Home Town Christmas Tree Lighting Ceremony/Fire Station #1 Historic Society (FD)	Add On Quality of Life

Special Events

Service Business Priority	SERVICE HIERARCHY - Type
10) 11) Firefighter Memorial events (Lakewood & Colorado Springs) (FD)	Add On Quality of Life
8) 12) Westminster Public Safety Recognition Foundation - Golf Tournament (FD/PD/CMO/PR&L)	Add On
9) 13) Fourth of July parades (FD)	Add On
12) 14) Orchard Festival (South Westminster Arts Group) (CD)	Add On
12) 15) Wal-mart Safety event (FD/PD)	Add On
13) 16) Target on Safety event (FD/PD)	Add On
16) 17) Historical Society Vintage Baseball & Ice Cream Social (FD/PD)	Add On
17) 18) Home Depot Safety Event (FD/PD)	Add On
18) 19) Lowe's Safety Event (FD/PD)	Add On
19) 20) Cares Enough to Wear Pink (FD)	Add On
21) AMC Theaters Kids Free Summer Movies (FD/PD)	Add On
20) 22) Job Fairs (PD/GS)	Add On Choice
21) 23) Career Fairs: High Schools, area Colleges (FD)	Add On Choice
22) 24) Panerathon (FD)	Add On
24) 25) Movember (FD)	Add On
25) 26) MDA Drive (FD)	Add On Quality of Life
26) 27) Relay for Life (FD)	Add On
27) 28) Hot Times Kool Cars (FD)	Add On
28) 29) Westminster Elementary Back to School Night (FD)	Add On
30) Christmas Crusade (PD)	Add On
31) Torch Run - Special Olympics (PD)	Add On
11) Tri-City Law Enforcement Appreciation Day (CAO/Municipal Courts/PD)	Add On
14) Westminster Rotary Foundation (Noon Club) Annual Community Charity Ball (Misc DHs)	Add On
23) Bean Project (FD)	Add On
6) 9 Health Fair (PR&L and FD)	Add On

Community Outreach

Service Business Priority			SERVICE HIERARCHY - Type
I III	Service Business A	Outreach/Community Meetings - Meetings hosted by the City to engage the community and provide opportunities for feedback and interaction	No Choice Choice
		1) City Council Meetings/Public Hearings	No Choice
		2) Boards & Commissions	No Choice Quality of Life
		6 3) Mayor & Council Breakfasts/Desserts (CMO)	Quality of Life
		8 4) We're All Ears events (CMO)	Quality of Life
		3 5) Commercial Development Neighborhood meetings (CD)	Choice
		4 6) Community Facility Design meetings (PR&L/FD)	Add On Quality of Life
		5 7) Community Park Design meetings (PR&L)	Add On
		9 8) HOA meetings (CMO)	Add On
		7 9) Library outreach to schools and daycares (PR&L)	Add On Quality of Life
III	Service Business B	Public Safety Outreach - Outreach facilitated by the Fire and Police Departments to educate and engage the community on issues specific to public safety (these are separate from Special Events that are more social/community building in nature)	Quality of Life
		1) Topic Specific Community Meetings/Events (PD)	Quality of Life
		2) Emergency Preparedness Training (FD)	Quality of Life
		3) CPR, AED & First Aid training (FD)	Quality of Life Choice
		4) Other Public Education - Juvenile Fire Setter, fire drills, station tours, etc. (FD)	Quality of Life
		5) Retail Crime Meetings (PD)	Quality of Life Add-On
		6) Neighborhood Watch (PD)	Quality of Life
		7) Fire Prevention Month - visit all elementary schools, 3rd grade coloring contest (FD)	Quality of Life Choice
		8) Car Seat inspections (FD)	Add On
		9) Home Safety for Older Adults program (FD/PD)	Add On Quality of Life
		10) Paramedic Field Internships (FD)	Add On
		11) Firefighter Ride-a-long Program (FD/PD)	Add On
		12) Citizens' Police Academy (PD)	Add On
		13) Citizens' Fire Academy (FD)	Add On
		14) Citizens' Academy Alumni Associations (PD/FD)	Add On
		15) Senior Citizens Academy (PD)	Add On
		16) Fire Extinguisher training (FD)	Add On Choice
		17) Home Inspection Program (FD)	Add On
		18) Citizens' Academy Alumni Association Ongoing Education (PD)	Add On
		19) Elder Care Facility Classes & Outreach (Elder Abuse & Long Term Care; Care Facility Education) (PD)	Add On
		20) Senior Crime/Safety Classes & Outreach (PD)	Add On
		21) Business/Security Surveys (PD)	Add On
		22) Public Safety Center Building Tours (PD)	Add On
		23) Shred-A-Thon (Crimestoppers) (PD)	Add On
		24) Community Education & Prevention Through Environmental Design (PD)	Add On
III	Service Business C	Volunteer Opportunities - Ongoing opportunities for community members to be engaged and participate in community service-related activities (ongoing donation of time and talents)	Quality of Life
		1) Volunteer Opportunities and Internships throughout organization (GS)	Quality of Life Choice
		2) Open Space Volunteer Program (PR&L)	Quality of Life
		3) Victim Advocate Program (PD)	Quality of Life Choice
		4) Friends of the Westminster Public Library (PR&L)	Quality of Life
		7 5) Summer Reading Program (PR&L) [more than 70 teenagers volunteer each summer]	Quality of Life
		5 6) Citizenship Classes taught by volunteers at the library (PR&L)	Quality of Life
		6 7) Speak English coordinators (PR&L)	Quality of Life
		12 8) Homework Help at the Irving Street Library (PR&L)	Quality of Life

Community Outreach

Service Business Priority		SERVICE HIERARCHY - Type
	11) 9) Adopt a Street (PW&U)	Quality of Life
	10) 10) Adopt a Park (PR&L)	Quality of Life
	9) 11) Youth Soccer Coaches (PR&L)	Add On Quality of Life
	13) 12) Snow Busters (GS)	Add On Quality of Life
	14) 13) COPS Program (PD)	Add On Quality of Life
	15) 14) Public Education Training (FD)	Add On Quality of Life
	16) 15) Golf: Player Assistants and Starters (PR&L)	Add On Quality of Life
	17) 16) A Lift Driver (GS)	Add On Quality of Life
	18) 17) Book Zappers (PR&L)	Add On Quality of Life
	19) 18) Library Circulation (PR&L)	Add On Quality of Life
	20) 19) Library Special Class Offerings (Instructors for online job search, resume writing and basic computer skills) (PR&L)	Add On Quality of Life
	8) 20) Chaplain Program (FD, PD)	Add On Quality of Life
	21) 21) Unique individual/specific volunteer positions (PD) (Fingerprinting, Dog Licensing, Liquor Enforcement, Traffic, K9 Office, Runaway)	Add On Quality of Life
	22) 22) Citizen Radar Program (PD)	Add On Quality of Life
	25) Special recreation services: Pottery studio, Flippers at Swim Fit, Softball Field Ambassadors (PR&L)	Quality of Life
	23) Citywide office assistance support (CAO, PW&U, CMO, BO&M)	Quality of Life
	24) South Westminister Artists Group (CD)	Quality of Life
	26) Historic Preservation (Curator and Assistant) (PR&L)	Quality of Life
III	Service Business D	Community Service Projects - One-time and/or annual opportunities for community members to be engaged and participate in community service-related activities (donation of time and talents on a short term/task oriented basis; typically focused on a specific project and/or day)
	1) Westminster Community Pride Day (PR&L)	Quality of Life
	2) Annual Christmas Charity Drive (FD)	Quality of Life Choeie
	3) City Council Community Service Project (CMO)	Add On
	4) Foster Home Remodel (FD)	Add On Quality of Life
	5) Campus Clean Up (PR&L)	Add On Quality of Life

Policy Issue

Should the WHA proceed with the sale of the Westminster Commons Senior Apartments to a private not-for-profit affordable housing provider?

Alternatives

As alternatives, the Board could choose not to proceed with the sale or choose to reopen the solicitation process to seek alternative proposals. Staff recommends that the first option not be given consideration as the sale of the apartments provides the most financially responsible option to complete a major rehabilitation of the units while preserving them as affordable senior units well into the future. The option to reopen the process is not recommended given the high quality of the selected buyer and the strength of the buyer's respective financial proposal as compared to the other bidders.

Background Information

The WHA owns the property known as the Westminster Commons Senior Apartments at 3180 W. 76th Avenue. The complex consists of three buildings providing 130 residential units available to rent for qualified low income seniors. The complex was constructed in 1980 and remains in generally good shape; however, given its age and a gradual increase in maintenance needs, the City hired Borne Engineering, a construction engineering firm, to conduct a comprehensive assessment of the facilities physical condition. Borne Engineering evaluated present and near-future rehabilitation needs, and provided cost estimates and implementation strategies. The study concluded that more than \$3.6 million in capital investment was required in the relatively near future to ensure that the Commons remain livable and viable for the next 20 years. The identified improvements included major replacement of siding, roofing, windows and the HVAC system.

Due to the high cost estimate from the Borne report and a determination that substantial improvements needed to be made relatively soon, Staff brought in S.B. Clark Company, a public finance consultant specializing in affordable housing, to evaluate funding options for the required reinvestment and to identify alternative asset management and ownership strategies for the WHA. In May 2009, Staff made a presentation to the Housing Authority Board regarding the physical condition and financial sustainability of the Westminster Commons Senior Apartments based on the Borne Engineering and S.B. Clark findings. The S.B. Clark report evaluated three alternatives:

Alternative One – Have the WHA continue to own and operate the facility by adding to, or refinancing and adding additional debt to the Common's existing debt to obtain the required capital investment to make the improvements;

Alternative Two – Pursue a financing/ownership partnership to secure private financing to provide the capital investment with the Authority remaining as the general partner and as continued long-term owner;

Alternative Three – Sell the Commons to another qualified affordable housing provider that would be committed to rehabilitating and maintaining the affordability for the long term benefit of the Westminster community.

It was concluded that the first two options had limited viability given the financial and operational capacity of the WHA, thereby leading the WHA Board to authorize Staff to proceed with solicitation of a qualified buyer for the property. In consultation with S.B. Clark, Staff proceeded to prepare a Request-For-Qualifications (RFQ) and identified 18 prospective buyers that could meet the requirements and goals of the WHA relative to a sales transaction. The RFQ was distributed and resulted in the WHA receiving seven responses from the following entities:

- Adams County Housing Authority (ACHA) – a State of Colorado public housing authority;
- Phoenix Development – a private, for-profit affordable housing developer;
- Brothers Redevelopment, Inc. (BRI) – a private, non-profit affordable housing provider;
- Mercy Housing, Inc. - a private, non-profit affordable housing provider;
- Volunteers of America (VOA) - a private, non-profit affordable housing provider;
- Steele Properties, Inc. - a private, for-profit affordable housing developer/owner/operator; and,
- Capital Realty Group – a private, for-profit affordable housing owner/operator.

Based on the submittals and an affirmation of the WHA goals, Staff chose to only invite the non-profits and the Adams County Housing Authority (ACHA) to submit a detailed acquisition proposal. This decision was based on Staff’s belief that a sale to a non-profit provider would more closely meet the mission of the prospective sale and bring a more diverse range of financing resources. Plus, the non-profits demonstrated good experience and the ability to successfully take on the project.

To assist Staff in the evaluation process and to ensure consistency between the proposals, the four prospective finalists were required to prepare their proposals based upon a standard set of assumptions pertaining to outstanding debt to be paid, the value of the low-income housing tax credits, the amount of funding needed for rehabilitation, and an estimated HUD rental allowance per unit. Using the standardized variables, the ACHA, BRI and VOA submitted acquisition and renovation proposals. Following are the resulting financial details of each proposal:

	ADCO	BRI	VOA
Acquisition Price	\$7,000,000	\$7,100,000	\$7,000,000
WHA Carry Back Loan	\$4,530,000	\$4,000,000	\$1,424,715
Cash to WHA (estimated)	\$500,000 after rehab	\$630,000 at closing*	\$3,105,285
Net Cash Flow Payments over 15 years	\$775,000 (est.)	\$1,170,000 (est.)	\$225,000
Primary Financing	4% Tax Credits	Federal HUD Loans	4% Tax Credits

* The BRI proposal does not explicitly call for a cash payment, but is implied in the financial calculations. It is possible that BRI does not propose to provide any cash payment at closing.

As reflected in the table, the VOA proposal was determined to be in the best interest of the WHA. It should be noted that the numbers presented in all of the proposals were known to be subject to change dependant upon market conditions for the tax credit sale, the actual cost of agreed to improvements and the rental rate allowance to be approved by HUD. Based on the aforementioned assessment and Staff recommendation, the WHA Board authorized Staff to enter into exclusive negotiation with VOA to prepare a purchase and sale agreement.

Since the Board’s authorization to proceed with negotiations, VOA has prepared a purchase and sale agreement with the WHA formally offering to purchase the Westminster Commons property for \$7.0 million as presented in their initial proposal. This offer is premised on the following conditions:

- The HUD assigned Housing Assistance Program (HAP) rental subsidy currently tied to the Westminster Commons is transferred to VOA and increased to a viable rate;
- VOA is able to obtain sufficient Private Activity Bond (PAB) capacity for a tax credit sale;
- VOA is able to sell the affordable housing tax credits at a viable rate;
- WHA is agreeable to providing VOA with a carry-back loan of approximately \$2.2 million; and,
- VOA and the WHA come to a mutually agreeable level of improvements and rehabilitation of the Westminster Commons property.

Following is the proposed financial pro-forma currently presented by VOA and under final negotiation:

FINANCING

Debt Sources

1 st Mortgage – Tax exempt private placement	\$ 7,146,064
Federal Home Loan Bank Loan	\$ 300,000
WHA Subordinated Loan – Seller Carry-back Note	<u>\$ 2,231,377</u>
	\$ 9,677,441

Equity Sources

VOA Project Grant	\$ 500,000
State of Colorado Grant (possibly HOME funds)	\$ 500,000
LIHTC 4% Credits	\$ 4,067,994
Developer Fee Deferred	\$ 558,189
Operating Income during renovation	\$ 519,343
Replacement Reserves (existing)	<u>\$ 270,000</u>
	\$ 6,415,526

Total Funding \$16,092,967

EXPENDITURES

Property Acquisition	\$ 7,000,000
Soft Costs	\$ 203,500
Rehabilitation and Hard Costs	\$ 6,164,945
Financing and Legal Costs	\$ 866,333
Developer Fee	\$ 1,558,189
Funded Reserves	\$ 300,000

Total Expenditures \$16,092,967

VOA’s current proposal would net the WHA about \$2.32 million in cash at closing based on the following calculation. The Seller carry-back note would be paid back from net cash flows of the Westminster Commons. The actual revenues generated to the WHA will be based on the following variables and are subject to change until such values can be locked in by VOA. The final details regarding the WHA’s cash proceeds will be brought back to the WHA Board in a future agreement for consideration.

HUD HAP Contract

VOA and WHA representatives met with representatives from the U.S. Department of Housing and Urban Development (HUD) to discuss transfer of the Housing Assistance Plan (HAP) contract. The HUD staff determined that there would be no problem with transferring the HAP contract to VOA as part of the sale. In addition to the issue pertaining to the transfer, VOA is seeking an increase in the amount of subsidy per unit. In preparation for this request with HUD, VOA hired a consultant to prepare the required rental market assessment by which HUD will establish the new rate once the rehabilitation of the property has been completed. For the purposes of estimating the value of the Westminster Commons, VOA is estimating an eventual subsidy of \$775 per month per unit based upon the results of the rental market assessment. The current HUD subsidy provided to WHA is \$750 per month per unit.

Private Activity Bond Allocation

VOA intends to use tax-exempt bond financing (1st mortgage) and affordable tax credits (equity) to assist in financing the acquisition of and improvements to the Westminster Commons property. This will require VOA to obtain about \$10-11 million in Private Activity Bond (PAB) capacity. The City has already set aside its full allotment of \$4.1 million in 2010 to facilitate the sale of the property. The City also has \$5,169,425 of 2011 PAB capacity to apply towards the sale if the Westminster City Council so chooses. This would leave approximately \$1-2 million that the VOA would need to find elsewhere to close on the acquisition in 2011. VOA is in discussions with the State of Colorado, the Colorado Housing Finance Authority (CHFA) and Adams County regarding the remaining PAB allocation.

Low Income Housing Tax Credits (LIHTC)

The acquisition proposal is premised on VOA getting an infusion of about \$4.1 million in equity using an allocation of 4% Low Income Housing Tax Credits from the Colorado Housing and Finance Authority (CHFA). CHFA administers both 4% and 9% low income tax credits. The 9% tax credits can provide a substantially higher level of equity into a project, thereby reducing the debt on a project. However, prospective applicants must go through a highly competitive process to attain some of the limited credits. It is estimated that it could take up to two years to obtain the 9% credits. However, the 4% low income tax credits are readily available and not allocated on a competitive basis. Accordingly, the VOA has chosen to structure a deal taking advantage of the 4% credits thereby allowing them to close on the acquisition in a timely manner. For the purposes of the current proposal, VOA is estimating receipt of a value of \$0.84 per dollar of tax credit, which results in an estimated equity value of \$4,067,994. This number is subject to change until such time as VOA locks in the LIHTC rate with the prospective tax credit buyer. VOA needs a signed purchase and sale agreement before it can lock in the LIHTC rate. VOA has already identified the tax credit buyer(s) at the favorable \$0.84 rate. The market is currently holding for the \$0.84 rate, but VOA is concerned that a prolonged negotiation on a purchase and sale agreement could result in a less favorable rate, thereby effecting the current proposal. VOA proposes to lock in the rate immediately upon receiving a signed purchase and sale agreement from the WHA.

WHA Issuance of Subordinate Debt

VOA is proposing to carry total debt of about \$9.67 million against the property of which \$7.45 million would come from a private placement using tax exempt bonds and a loan from the Federal Home Loan Bank (FHLB). VOA is requesting that the WHA carry-back about \$2.2 million of remaining debt via a note that would be subordinate to the other loans. Repayment of the note would be based upon future net cash flow from Westminster Commons operations. The proposed repayment schedule under negotiation is based on a conservative estimate of future cash flow from operations provided by VOA.

Staff is continuing to negotiate more aggressive repayment terms to optimize repayment to the WHA. There remains the risk that some, or all, of this note will not be repaid should operational cash flows not be sufficient to make full repayment. Failure to repay this note does not effect the operations or financial stability of the WHA or operations of Westminster Commons by VOA. The practical effect of non-payment is that the WHA would be limited to receiving the estimated \$2.32 million cash at closing and any cash flow actually paid, conservatively estimated by VOA at \$225,000. The issuance of subordinate debt is a typical mechanism used in the funding of low income housing projects. All proposals received by the City included some level of subordinated debt allowance by the WHA.

Other Third Party Financial Equity Contributions

VOA's proposal also calls for a minimum of \$500,000 in grants from other sources. The most likely source VOA intends to pursue is an allocation of federal HOME funds available from the State of Colorado. VOA is proposing to provide a \$500,000 grant using its own funds that can be applied towards any match requirement of the State of Colorado or other funding agency. VOA is also proposing to defer \$558,189 of its developer fee as a contribution towards the project. Remaining funding would come from existing replacement reserves and operating income generated during the term of rehabilitation.

Improvements to the Westminster Commons

VOA is proposing substantial improvements to the Westminster Commons buildings and parking area. Based upon a building condition assessment that was conducted by VOA, the required improvements were estimated at about \$6.2 million. (See attachment A) This is about \$2.2 million more than the estimated cost of \$4.0 million provided to the prospective buyers in the request for proposals. This increased cost effectively reduced the potential \$3.1 million cash out to the WHA provided for in the initial proposal submitted by VOA to the current estimate of \$2.25 million.

An initial outline of proposed improvements is attached for review and generally includes the following:

Site Work, Signage, and Trash Enclosures

The most significant cost item relative to site work is the replacement and installation of exterior lighting and asphalt repair accounting for \$143,500 of a total of \$249,070 in site work costs. The other major site work cost is for courtyard landscaping. The cost for signage is estimated at \$89,000 with most of the cost associated with improvements to the apartment entries and signage pertaining to the change in ownership. Another \$42,750 is proposed to replace and construct new trash enclosures.

Building Exterior

Balconies

VOA is proposing to improve the exterior decks with new railings and decking material at a cost of \$171,975. The existing decking would be removed and replaced with Trex decking material. The rails need replacing as many of the existing rails are rusted and improperly secured.

Building Exterior Siding, Windows and Building Entry Doors

The exterior siding is about 30 years old and was noted as in generally poor condition based upon a structural assessment conducted for the WHA by Borne Engineering a few years ago. While the assessment did not indicate all the siding needed to be replaced immediately, it was strongly suggested by City Staff that an entire replacement be made over a relatively short period of time.

A more recent assessment conducted by VOA determined that only the north facing walls required replacement at this time. Accordingly, VOA's proposal reflects only partial replacement of the siding and painting of all the buildings at a cost of \$199,840. City staff is of the opinion that ALL of the siding should be replaced given its age and unknown subsurface conditions that may exist. Plus, replacement of the siding would significantly improve the physical appearance of the buildings. The additional cost to fully reside the buildings is estimated at about \$200,000. Staff is continuing to work with VOA to offset this additional cost with potential savings related to roof-top architectural enhancements and landscaping. Any agreed to improvement costs above the proposed \$6.2 million could result in a reduction in the cash payout to WHA at closing.

VOA is proposing to replace all windows in all units and common areas at an estimated cost of \$190,650. VOA is also proposing to replace all building entry doors. However, the proposed budget does not reflect any architectural enhancements or changes to the entryways themselves. VOA does note this as an optional choice with an additional cost of about \$105,000.

The complex is currently does not have sheltered walkways interconnecting the buildings. Given the senior residential population, VOA sees this as a "must have" safety feature for pedestrian movement, particularly between the residences and the common area in the main building. Accordingly, VOA is proposing a sheltered walkway area in the courtyard at a cost of about \$50,000.

Rooftop Mechanical, Elevators, Security and Fire

VOA is proposing minimal repairs to the platform and curb areas around the existing swamp cooling systems. VOA offers an option to construct architectural elements that would hide the swamp coolers. However, City staff is advising against making these improvements and applying these funds toward the replacement of the exterior siding.

The elevators need substantial repair and/or replacement. VOA is estimating a cost of \$597,300 for the six elevators serving the complex. These elevator repairs need to be made regardless of other improvements. Another \$110,000 of improvements related to security and fire are also proposed.

Building Interior

Common Area Improvements and HVAC Systems

VOA is estimating \$621,670 in expenses related to fully refurbishing the common areas in all three buildings. About \$395,720 of this amount would be used to remove existing wall covering in corridors and lobby areas, add architectural accents, and fully repaint the interior common area space. VOA is not proposing to replace ceiling tile, flooring or bathroom fixtures in common areas. VOA is also proposing to spend about \$59,950 to replace lighting fixtures and fans with more energy efficient units.

As proposed, VOA would also replace all common area furnishings and décor at an estimated cost of \$75,000.

Relative to the HVAC system, the most significant cost is for the replacement of 6 of the 12 boiler units with much more energy efficient units at an estimated cost of \$420,000. The remaining six units are relatively new having been replaced beginning in 2006. Another \$57,725 in expense is proposed for swamp cooler repair/replacement and other heating improvements.

Apartment Renovations

VOA has provided a budget estimate of \$2,221,750 for renovations to each of the 130 living units. Each of the rooms would be fully renovated including the replacement and improvements as follows:

- Painting of all rooms and doors;
- Door, closet and cabinet hardware;
- Vinyl flooring in entry, kitchen and bathrooms;
- Carpeting;
- Energy efficient lighting;
- Bathroom and kitchen plumbing fixtures and hardware;
- Kitchen remodel and new cabinetry;
- Closet shelving system;
- Smoke detectors;
- Air conditioning units serving both the living room and bedroom;
- Baseboard heating valves and digital thermostats;
- Energy efficient bathroom fan;
- Window coverings; and,
- Insulation and weatherization.

The total estimated cost for the proposed site work and building improvements is \$4,962,945 with another \$380,000 in general requirements. Another \$522,000 is estimated for contractor insurance, bonding and overhead and profit. VOA has also included a \$300,000 contingency.

Upon execution of a purchase and sale agreement, VOA will be better able to lock in on a tax credit value that will thereafter drive the remaining financial numbers. This in turn will permit City staff and VOA representatives to better establish an agreed to level of improvements that will be agreed to under separate agreement that will be brought back to the WHA Board for approval.

The proposed sale of the Westminster Commons meets the City of Westminster's goal of Safe and Secure Community with the objective of maintaining safe buildings and homes. The proposed sale and improvements will extend the life and enhance the livability of the Westminster Commons as affordable senior housing for many years into the future.

Respectfully Submitted,

J. Brent McFall
Executive Director

Attachments

Attachment A – Improvement Cost Estimates
Attachment B – Purchase and Sale Agreement



MEDICI CONSTRUCTION MANAGEMENT, INC.

SCHEMATIC ESTIMATE

DRAFT

PROJECT	Westminster Commons
ADDRESS	3180 W. 76th Avenue Westminster, CO 80030
CLIENT	Volunteers of America
DATE	16-Mar-11
VER	1.0

ESTIMATE SUMMARY

General Conditions	380,000	Covered Walkway	50,000
Site Work	249,070	Rooftop Mechanical	102,000
Signage	89,000	Elevators	597,300
Trash Enclosures	42,750	Fire and Security	110,000
Exterior Balconies	171,975	Common Area	621,670
Building Siding	199,840	Common Area HVAC	477,725
Windows and Doors	202,650	Apartment Renovations	2,221,750
Main Entry Design	105,000	FF&E	118,000
Contingency	300,000	OH&P, Bond, Insurance	522,000
TOTAL DIVISIONAL ESTIMATE			6,560,730

Notes:

Deemed essential includes OH&P, Gen Cond	\$	5,059,880
Required by Green Communities	\$	800,200
sub total	\$	5,860,080
Contingency	\$	300,000
Important but need Funding	\$	400,650.00
TOTAL W GEN COND, OH&P, BOND, INSUR	\$	6,560,730

Description	Qty	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
GENERAL CONDITIONS							
General Conditions	1	EA	380,000.00	380,000		2,923.08	
				0		0.00	
				380,000			
SITE WORK							
Site Drainage	1	EA	7,500.00	7,500		57.69	

S1

Site Drainage

7,500

57.69

There are three areas of negative drainage on the site. The area to the north of building A, and the areas to the east and west of building C. Provide fix for these problems by re-grading these areas and create a positive slope away from the building.

Action will prevent moisture migration towards the foundation. On site management has said that the problem is worst on the east side of Building C and is primarily driven by poor placement of downspouts. In lieu of re-grading large areas around the building, a more limited fix might be provided involving re-routing of downspouts and placement of grated chases in the pavement.

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
S2	Asphalt Repairs	1	EA	78,000.00	78,000	Reseal, stripe and selective remove and replace.	600.00	Asphalt paving throughout the site is in poor condition and has arrived at the end of its useful life. Remove asphalt, recondition sub-grade soils, and install new asphalt including concrete drain pans and curbs.
S19	Exterior Light Poles	45	EA	1,900.00	85,500			Poles are approaching end of useful life. Replacement will start new lifecycle. However, addressing this item right now may not be necessary. The PNA recommends addressing this item starting 2015.
S20	Exterior Light Poles (LED Option)	45	EA	650.00	29,250	Premium above item S19.		Action will help us get closer to 85 HERS rating. However, in order to get the lights much more efficient than the current high-pressure sodium lamps, we would have to go to LEDs which are expensive.
S3	Concrete Repairs (Parking)	1	EA	5,500.00	5,500		42.31	Repairs are required.
	Concrete Repairs (Trash Enclosure @ Building C)	1	EA	1,500.00	1,500		11.54	
S4	Irrigation Repairs				0	In item S5.	0.00	Action will prevent moisture migration towards foundation. If this is deemed to be expensive or infeasible, the heads may simply be shut off.
S5	Courtyard Landscaping	10,200	SF	4.10	41,820		321.69	Will lower water use and win Green Community points. However, this item is not critical and we are not relying on these points to get to our required total.
S6	Entry Landscaping				0	In item S5.	0.00	Will add aesthetic interest and complement new signage/ way-finding scheme.
					249,070			

	SIGNAGE		889,000					
S7	Monument Signage	1	EA	10,000.00	10,000	Assumes electrical at or near existing location.	75.92	

		Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
S8		Entry Signage (Shed roof in other items).	1	EA	7,500.00	7,500	Three (3) entry signs as shown (shed roof NIC).	57.69	The building exterior premises as well as the interior spaces could benefit greatly by new signage that complements the new color scheme. Provide new exterior signage for the campus (gateway element), at each building entry, and at each unit and major common amenity space.
S22		Apartment Entry Signage (Chair rail, rubberbase, ceiling tiles, light fixtures in other items).	130	EA	550.00	71,500	Apartment entry signage as shown inc. paint and custom signage.	550.00	Give the project new identity and brand. Way-finding in the project is poor due to the fact that it has poor access and multiple buildings, this needs to be mitigated. Will probably need to secure permission from building to the north in order to construct the gateway element.
						89,000			

		TRASH ENCLOSURES	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
S9		New Trash Enclosures	3	EA	14,250.00	42,750	Including corrugated metal gates.	328.85	Existing trash enclosures are made from wood frame and have a siding finish. The enclosures are in a poor condition. Provide new enclosures of harder construction such as painted CMU with chain link steel gates.
						42,750			Trash enclosures are eyesores and flimsy construction deteriorates over time to cause an even bigger aesthetic problem. A hardy enclosure with some accent elements can mitigate the eyecore and stand the test of time. However, CMU enclosures with timber accent elements might be a bit expensive. An alternative design of chain link enclosure with privacy slats might be considered.

		EXTERIOR BALCONIES	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
S10		Metal Railings	385	LF	135.00	51,975		399.81	Steel railings at balconies in various 2 nd and 3 rd floor locations are corroding and also non-compliant with current code. Railings should be replaced.
S11		New Decking and Drainage System	6	EA	20,000.00	120,000	Need further investigation and design.	923.08	Exterior Balconies on the 2 nd and 3 rd floor have a plywood deck with applied waterproof traffic coating. Remove existing decking and provide new Trex decking over drainage mat over EPDM roofing. Provide new caulking and drip flashing at perimeter.
						171,975			New railings will be code compliant, start a new life cycle, and an excellent opportunity to provide an architectural accent. If cost is a worry, an alternative could be pursued where new steel elements are scabbed on to the existing railing to render it code compliant. Plywood deck with coating seems like a flimsy system and probably should be replaced. However, the management staff states that they applied a fresh coat of waterproofing about 3 years ago and they do not have any problems with leaks.

POB

Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
BUILDING SIDING							
\$199,840							
S12	8	SF	12,480.00	99,840	Hardipanel including trim and building wrap.	768.00	The existing T-111 siding is in poor condition and there are several instances of bowing. It is also reasonable to assume that the exterior building envelope is susceptible to infiltration. And finally, the building gets a dated look because of the distinctive T-111 treatment. The entire skin (all three building and the maintenance shed) should be replaced with new hardboard or hardipanel siding and given a new color scheme. The PNA estimates \$2,100,000 for the facade replacement at more than \$15 per square foot. This seems excessive. However, this could still be a significant expense as a percentage of the total budget and in light of this a more selective replacement could be pursued that only replaces a portion of the facade (say 50%) based on need.
	1	EA	100,000.00	100,000		769.23	The buildings will get a new architectural look, the exterior skin will be on a new 50 year life cycle. The new envelope will be air tight and could contribute to the building achieving 65 HERS.
199,840							

Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
WINDOWS AND DOORS							
\$202,650							
S13	615	EA	310.00	190,650		1,466.54	Window replacement will allow us to get closer to HERS 65 by reducing the infiltration factor as well as improving the U value of the envelope. Repairs are required. The new motion sensors should be infrared type and the old foot mats should be removed.
S14	6	EA	2,000.00	12,000		92.31	Existing windows have arrived at the end of their useful life and are inefficient. Provide new energy star rated vinyl windows which will be more energy efficient, sealed better, and will result in a new 30 year life cycle. There is heavy deterioration of exterior doors especially on the ground floor. The doors and sashes should be replaced with new aluminum energy star compliant storefront systems with motion sensors.
202,650							

Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
MAIN ENTRY RENOVATIONS							
\$105,000							

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
S15	New Entry Renovations	3	EA	35,000.00	105,000	Including shed roof, planters and shade structures.	807.69	The building exterior premises as well as the interior spaces could benefit greatly by new signage that complements the new color scheme. Provide new exterior signage for the campus (gateway element), at each building entry, and at each unit and major common amenity space. Give the project new identity and brand. Way-finding in the project is poor due to the fact that it has poor access and multiple buildings, this needs to be mitigated. Will probably need to secure permission from building to the north in order to construct the gateway element.
				105,000				
COVERED WALKWAY				\$50,000				
S16	Covered Walkway in Courtyard	1	EA	50,000.00	50,000	Need further design.	384.62	Currently there is no sheltered pathway interconnecting each building. Provide sheltered connection between each building and at the intersection of the pathways provide a covered outdoor gathering space. This will be a great amenity for the seniors. But it could be a luxury considering the budget and the fact that anecdotally there seems to be little demand for an outdoor activity area.
				50,000				
ROOFTOP MECHANICAL				\$102,000				
S17	Platform & Curb Repairs	6	EA	5,000.00	30,000	inc. hoisting and re-connection of equipment.	230.77	Each building has two rooftop mechanical platforms supporting swamp coolers that serve the common areas. The platforms are deteriorating and according to building maintenance staff, they are a source of leaks. Refinish platform and provide new EPDM roofing on the platform while creating positive drainage and edge flashings as required. Repairs are required.
S18	Screen Walls	6	EA	12,000.00	72,000	Need further design.	553.85	Provide new architectural screen walls around rooftop swamp coolers to create 'faux chimneys' that would eliminate an eye-sore and add an accent element. The architectural screen element will be a nice aesthetic addition but might be cost prohibitive.
				102,000				
ELEVATORS				\$597,300				
	Building A (2 elevators); new jacks, cab interiors, hydraulic and electrical replacements.	2	EA	96,250.00	192,500		1,480.77	

		Description		Qty	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
C3		Building B (2 elevators): one new jack (one jack recently replaced), cab interiors, hydraulic and electrical replacements.	161,500	2	EA	80,750.00	161,500		1,242.31	The elevator controls are at the end of their useful life. There has been some recent work that should be accounted for, one jack assembly in Building B was recently replaced and all the phones are new. Jacks only need to be replaced if they are leaking; deduct \$152,000 if all five of the older jacks are in good shape. Provide new control systems and new cab finishes at the elevators.
		Building C (2 elevators): one new jack (one jack recently replaced), cab interiors, hydraulic and electrical replacements.	192,500	2	EA	96,250.00	192,500		1,480.77	
		Code Improvements	50,800	1	EA	50,800.00	50,800	Code repairs needed to shafts and ancillary rooms.	390.77	
							597,300			

		SECURITY AND FIRE		\$110,000			110,000			
C4		Remote Entry System	40,000	1	EA	40,000.00	40,000	Three systems.	307.69	These days, the cameras, motion sensing technology, data storage capacity & remote monitoring capabilities are far more superior so a new system will be a nice upgrade. Also, existing system simply involves an entry camera connected to coax cable fed into each dwelling unit. Thus, residents have to actually use a 2nd TV to monitor one camera. Furthermore, there are dummy cameras throughout the common areas which are a liability. However, the existing system is essentially functional and replacement may be a luxury. Existing security system is dated and should be upgraded. Provide new system. Provide new nurse call system. Provide new intercom system. Management reports panel goes into false alarms and is becoming obsolete increasing difficult to repair.
	C5	Nurse Call System	35,000	1	EA	35,000.00	35,000		269.23	
	C6	Intercom System	0				0	In Item C4.	0.00	
		Fire Alarm Panel and Dialer	35,000	1	EA	35,000.00	35,000	Additional code repairs may be required and not included here.	269.23	
							110,000			

		COMMON AREA		\$621,670

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
C2	Mailboxes	3	EA	4,300.00	12,900		99.23	Mail box clusters are non-compliant with the new 4C requirements. Provide new 4C clusters in all three buildings, remodel walls in the immediate vicinity as required in order to accommodate larger clusters.
C8	Building A Common Area Renovations (lobby and halls)	3,900	SF	30.00	117,000		900.00	In all common areas like lobbies & corridors, remove existing wall paper where present and provide new painted color scheme throughout. Accent colors will be used near unit entries to break up the corridor and distinguish unit entries.
	Building B Common Area Renovations (lobby, bathrooms, community and hall)	7,540	SF	33.00	248,820		1,514.00	In all common areas, replace all ceiling tiles. Grnd may remain. Apply new paint to all other ceiling surfaces such as textured slab and dropped gypsum board.
	Building C Common Area Renovations (lobby and halls)	3,900	SF	30.00	117,000		900.00	In all common areas, replace carpet throughout. In laundry rooms, replace the VCT. Provide new rubber base throughout. Also, at all entry vestibules provide new walk-off style carpeting.
C9	Replace Ceiling Tiles				0	In Item C8	0.00	Existing tile is worn and has leak stains in several places. New tile should be higher quality than the existing tile. If cost is an issue, an alternative could be pursued where the existing tile is painted off site and reinstalled.
C10	Replace Flooring				0	In Item C8	0.00	Some of the carpet is in relatively good shape and may not be in need of immediate replacement. But a new standard carpet throughout will give a fresh and uniform look to the common areas.
C12	Paint Doors / New Hardware				0	In Item C8	0.00	Existing doors are wood grain finish. Painted doors will live up the color scheme. Lever style hardware is required for accessibility.
C14	Replace Bathroom Fixtures				0	In Item C8	0.00	Using low water use fixtures will help with Green Community points. But it may not be necessary to replace entire fixtures, same affect can be had by adding aerators & flow limiters.
C15	Corner Guards				0	In Item C8	0.00	There are some corner guards but uniform corner guards throughout will look better.
C16	B Building Community Room Flooring				0	In Item C8	0.00	The existing floor finish is cut up and the uniform finish will look better and also provide a better walking & rolling surface. Additionally, it will be more cleanable.
	Corridor Chair Rails	2,100	LF	4.00	8,400		64.62	Existing rail looks very functional and a new rail could be provided that looks more architectural. However, the existing rail does work and this item might be a luxury.

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
C-13	Energy Efficient Lighting & Fans	1	EA	59,950.00	59,950	Replacing ballasts where needed.	461.15	In all common areas, replace light fixtures with more energy efficient lighting. In the community room and lobbies, also replace ceiling fans with more energy efficient fans.
C-17	B Building Kitchen Remodel	1	EA	8,600.00	8,600		66.15	Remodel the Building B community room kitchen with new counters, new cabinets, new energy star appliances. The 3 compartment sink seems in good condition and should be reused.
C-18	B Building Kitchen Type 1 Hood and Ventilation	1	EA	5,000.00	5,000	Need further design.	38.46	In the community room kitchen in Building B, add new Type I hood over the range. Provide new makeup air unit.
C-19	B Building Community Room Remodel	1	EA	5,000.00	5,000		38.46	In the Building B community room, remove existing partial height curved walls made of glass blocks. Also include pricing for remodeling recessed art panel.
C-21	Management Office Remodel	1	EA	12,000.00	12,000		92.31	Office space on 1 st floor of Building B is cut up and inadequate. Remodel the space to create a slightly larger and more open/ efficient layout. Provide new double swing glass doors at entry to new office space.
C-7	Stair Tower Railings	200	LF	135.00	27,000		207.69	Exit stair railings are non-compliant with current code. Infill existing stair rails with 3" square wire mesh and add segment of railing on top of existing to create 42" guard rail and 36" handrail.
					621,670			

COMMON AREA HVAC \$477,725

C-22	Electric Cabinet Heaters	1	EA	15,225.00	15,225		117.12	Replace electric cabinet heaters near entries and the unit ventilators in common areas. Also, add glycol to the existing hot water system in order to prevent the pipes from freezing as they currently do.
C-23	Rooftop Swamp Coolers	1	EA	21,500.00	21,500		165.38	Replace existing rooftop swamp coolers. Also replace all piping near the units which leaks frequently.

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
C24	Gate Valves	1	EA	21,000.00	21,000	45 zone valves. Very confined spaces make replacement difficult.	161.54	Replace all gate valves and zone valves in the heat pipe system. Also add isolation valves at heating risers for maintenance flexibility.
C25	Boilers	6	EA	70,000.00	420,000	97% efficient.	3,230.77	Of the 12 central boilers, 6 are of newer vintage (2006 and newer) replace the remaining 6 older boilers with new high-efficiency equipment. Associated pumps are relatively new and may remain.
					477,725			

APARTMENT RENOVATIONS \$2,221,750

U1	General Labor	1	EA	62,000.00	62,000		476.92	All dwelling unit walls should be painted. Back wall of the living room should be designated as an accent wall and residents could be given the choice between three standard accent colors.
U1	Painting	78,000	SF	1.77	138,060		1,062.00	
U2	Flooring: Vinyl Plank	49,000	SF	4.25	208,250	Inc. under layment.	1,601.92	The faux wood LVT will really accentuate a contemporary loft like look. But despite the LVT being a relatively affordable product, it cant compare with carpet for economy. Also, some of the carpet within dwelling units is relatively new.
U2	Flooring: Carpet	2,550	SY	13.00	33,150		255.00	Accent wall gives an owner some individual control over their hard finishes and livens up the unit.
U2	Flooring: Rubber Base	1	EA	44,000.00	44,000		338.46	All dwelling unit floor finishes to be replaced. Provide faux wood LVT in the Kitchen/Dining/Living area in lieu of carpet. Provide new LVT in hallway and bathroom. Provide new carpet in bedrooms. Provide all new rubber base.
U3	Energy Efficient Lighting	1	EA	66,000.00	66,000	Replace ballasts & fixtures.	66,154	Energy efficient lighting will get us closer to HERS 85.
U4	Plumbing Fixtures & Hardware	1	EA	98,500.00	98,500	NIC ultra-low volume fixtures.	757.69	Using low water use fixtures will help with Green Community points. But it may not be necessary to replace entire fixtures, same affect can be had by adding aerators & flow limiters.

		Architect's Notes									
	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit				
U5	Kitchen Remodels	130	EA	7,500.00	975,000	NIC duct work.	7,500.00				<p>Kitchen remodel is the one significant move we can make to render the units modern and contemporary. This is a major repetitive item in the scope and careful value engineering should be performed because each small move will have very large cost/benefit impacts.</p> <p>Existing range hoods are recirculation type, however the original building drawings indicate 6" duct from hoods to the outside. Exploratory demo should be performed to see if the old ducts exist. If they exist, they should be cleaned and hooked up to the new microwave hoods. If they don't, we could provide new recirculation hoods and seek a waiver from the Green Communities requirement.</p> <p>Existing doors are wood grain finish. Painted doors will live up the color scheme. Lever style hardware is required for accessibility.</p> <p>Storage space is limited and enhanced 'California Closets' will be a great addition even if made from wire shelving.</p> <p>CO detection is not required by code. However, each dwelling unit is currently fitted with plug-in type CO detectors and these should be salvaged and reinstalled after the remodel</p> <p>The new units will be more energy efficient but also larger due to the fact that they will serve the bedrooms. Thus, there may be no savings in energy use but resident comfort will increase significantly. Also, it should be noted that all but 25 of the PTAC are of newer vintage, an alternative could be pursued where only the 25 PTAC are replaced with new units and no duct extension is provided to the bedroom.</p> <p>Leaky valves need replacement.</p>
U10	Paint Doors / New Hardware	780	EA	30.00	23,400		180.00				<p>Within all dwelling units, paint all doors and provide new lever style hardware.</p>
U11	Closet Shelving	130	EA	200.00	26,000		200.00				<p>Within all dwelling units, provide enhanced shelving within closets.</p>
U12	Smoke Detectors	1	EA	50,000.00	50,000	Further investigation needed	384.62				<p>Each dwelling unit has one hard-wired and one battery powered smoke detector. The battery powered detector should be replaced with a hardwired one and interlocked with the other hardwired one.</p>
U6	PTAC Replacements	130	EA	2,500.00	325,000		2,500.00				<p>In all dwelling units, replace existing PTAC with new energy efficient unit with a duct extension to the bedroom. Provide furred out shelf to conceal duct.</p>
U7	Baseboard Heating Valves	1	EA	6,500.00	6,500		50.00				<p>In all dwelling units, replace the zone valves at the hot water heat baseboards.</p>
U8	Digital Thermostats	130	EA	78.00	10,140		78.00				<p>In all dwelling units, provide new digital thermostats.</p>

	Description	Qty.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
U9	Energy Efficient Bathroom Fan	130	EA	275.00	35,750	Inc. switch or timer to humidistat in compliance with Green Communities.	275.00	In all dwelling unit bathrooms, provide new energy star bathroom fan. Required by Green Community.
S21	Insulation and Air Sealing Methods	1	EA	100,000.00	100,000	Further investigation needed.	769.23	Perform exploratory demo to analyze existing insulation within walls and roof. This information is necessary for Energy Efficiency Improvement Analysis.
					2,221,750			

	FF&E							
U12	Window Coverings (Apartments)	260	EA	100.00	26,000		200.00	Within all dwelling units, provide new window coverings.
C1	Furniture & Decor	1	EA	75,000.00	75,000		576.92	Existing common area furniture and décor is dated. Provide all new common area furniture, artwork, and window coverings. Also provide new outdoor furniture for common balconies.
S23	Grounds Maintenance Equipment	1	EA	15,000.00	15,000		115.38	The maintenance staff requires two new pieces of equipment which are severely outdated, namely Lawn Mower & Snow Blower.
C20	Portable Steam Table	1	EA	2,000.00	2,000		15.38	In the community room kitchen in Building B, add new portable steam table.
					118,000			

SUMMARY	GENERAL REQUIREMENTS		
		380,000	5.13
	HARD COSTS	5,109,660	68.96
	SITE WORK	249,070	3.36
	TOTAL	5,738,730	77.45

17-100	Contingency	300,000	4.05
17-600	Use Tax	0	0.00
		2,307.69	0.00

	Description	Cyl.	UN	UN Cost	Line Cost	Notes	Cost / Unit	Architect's Notes
17-802	General Liability Insurance				50,000	0.67	384.62	
17-807	Builders Risk Insurance				0	0.00	0.00	
17-804	Permits				0	0.00	0.00	
17-809	Bonding				53,000	0.72	407.69	
17-110	Prime OH&P				419,000	5.65	3,223.08	

Line Cost	Average Cost / GSF	Average Cost / Unit
6,560,730	88.54	50,467.15

TOTAL BUDGET

ALTERNATE OPTIONS TO SCOPE ABOVE

S12	Description	Q	Unit	Unit Cost	Line Cost	Notes	Cost / Unit
	Full Replacement (as in Alternate B) (shed roof NIC)	8	SF	46,000.00	368,000	Hardpanel including trim and building	2,830.77
	Painting	1	EA	100,000.00	100,000		769.23
					468,000	Net Add of \$268,160	

C25	Description	Q	Unit	Unit Cost	Line Cost	Notes	Cost / Unit
	Boilers	6	EA	45,750.00	274,500	82% efficient boilers	2,111.54
					274,500	Net Deduct of \$144,500	

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (*Agreement*) is made this ___ day of March, 2011 (the *Effective Date*) by and between the **HOUSING AUTHORITY OF THE CITY OF WESTMINSTER** a/k/a **WESTMINSTER HOUSING AUTHORITY**, a non-profit public housing authority organized pursuant to Colorado Revised Statutes, Sections 29-4-201 *et seq.* (the *Seller*), and **VOLUNTEERS OF AMERICA NATIONAL SERVICES**, a Minnesota non-profit corporation, or its assigns (the *Buyer*), in contemplation of the following facts and circumstances:

A. Seller is the owner of that certain real property and all improvements located at 3170-3190 West 76th Avenue, Westminster, Colorado 80031, as more particularly described in Exhibit "A" attached hereto (the *Subject Property*). Said Subject Property is improved with an apartment complex consisting of three (3) three-story buildings of 130 residential units and related landscaping, parking and amenities which is commonly known as "Westminster Commons." The Subject Property, the apartments and the other improvements located thereon shall be collectively referred to herein as the *Project*.

B. Buyer desires to purchase the Project and all other rights and privileges associated therewith on the terms and conditions set forth herein.

C. Seller and Buyer desire to set forth in writing their agreements regarding the sale and purchase of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as part of the agreement of the parties, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **Purchase and Sale.** Upon all the terms and conditions contained herein, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer (i) the Subject Property and the Project, (ii) all easements, covenants, rights and privileges now or hereafter belonging or appertaining to the Subject Property, (iii) any and all equipment, appliances, tools, machinery, supplies, furnishings, fixtures, signs, building materials and other personal property of every kind and character owned by Seller and attached to or located on and used in connection with the Subject Property as of the date of this Agreement (the *Personal Property*), (iv) Seller's interest as landlord or lessor in any and all leases, rental agreements or other agreements, however denominated, which provide for the occupancy of the Project or any portion thereof, including specifically, but without limitation, leases or other agreements which provide for the actual occupancy by persons (the *Tenants*) of the apartment units within the Project, together with any and all agreements which shall guarantee the performance thereof (collectively the *Leases*), (v) all Tenants' security deposits, reserves of any kind, residual receipts and accounts related to the Project, and (vi) any transferable licenses, permits, subsidies, authorizations and approvals pertaining to the ownership and/or operation of the Project, trade names, logos and all other assignable intangible personal property, if any, (the *Intangible Property*); all of which, including

without limitation, all real and personal property and the incidents of ownership being conveyed hereby, shall be collectively referred to herein as the **Property**.

2. **Binding Contract.** Upon full execution, this Agreement shall be a binding agreement between Seller and Buyer for the purchase and sale of the Property on the terms, conditions and provisions of this Agreement. Seller is prohibited herein from continuing to offer the Property for sale to others or to enter into any other binding agreement for the sale of the Property to such third parties.

3. **Deed.** The conveyance of the real property components of the Property from Seller to Buyer shall be by special warranty deed (the **Deed**) in form customary for similar conveyances in Adams County, Colorado.

4. **Escrow Instructions.** This Agreement shall also constitute instructions to **First American Heritage Title Company**, through its office located at 1600 Stout Street, Suite 800, Denver, CO 80202, or another escrow company which is acceptable to Seller and Buyer (the **Escrow Agent**).

4.1 **Opening of Escrow.** Within five (5) business days of the execution of this Agreement, Seller shall cause an executed original of this Agreement to be delivered to Escrow Agent and Escrow Agent shall open an escrow account for the transaction contemplated by this Agreement (the **Escrow**).

4.2 **Closing of Escrow.** **Closing** shall be deemed to have occurred upon the recording of the Deed. The date upon which a Closing shall occur shall be referred to herein as the **Closing Date**. Closing shall occur on or before **ninety (90)** calendar days after Buyer has obtained written approval from the U.S. Department of Housing and Urban Development (**HUD**) of either (a) an assignment of the current Housing Assistance Payments Contract for the Project (the **HAP Contract**) from Seller to Buyer and a renewal of the HAP Contract for a period of no less than twenty (20) years, or (b) execution of a new Housing Assistance Payments Contract for the Project with a term of no less than twenty (20) years (the **New HAP Contract**) during the Closing, with a sufficient initial gross rent, all as determined by the Buyer in its sole discretion (the **HAP Transfer**), and Buyer has delivered to Seller a Notice of Intent to Close, as further defined in Section 12.

4.3 **Tax Reporting Person.** In order to comply with applicable provisions of the Internal Revenue Code, Escrow Agent is hereby designated as the “person responsible for closing the transaction” and also as the “reporting person” for purposes of filing any required information returns with the Internal Revenue Service concerning this transaction.

5. **Purchase Price.** The **Purchase Price** for the Property shall be **SEVEN MILLION AND NO/100THS UNITED STATES DOLLARS (\$7,000,000.00)**.

5.1 **Deposit/Earnest Money.** Within five (5) business days of this Agreement being fully-executed, Buyer shall deliver to Escrow Agent a cash deposit in the amount of **One Hundred and no/100ths Dollars (\$100.00)** (the ***Earnest Money Deposit***). Buyer can extend the Closing Notice Deadline (as defined in Section 12.1 herein) from September 30, 2012 to December 31, 2012 by delivering an additional cash deposit in the amount of **One Hundred and no/100ths Dollars (\$100.00)** (the ***Additional Deposit***) prior to the Closing Notice Deadline, which Additional Deposit shall be added to the initial deposit of **One Hundred and no/100ths Dollars (\$100.00)** such that the Earnest Money Deposit shall total **Two Hundred and no/100ths Dollars (\$200.00)**.

5.2 **Cash at Closing.** Not later than the Closing Date, Buyer shall deposit with Escrow Agent, an amount which, when added to the Earnest Money Deposit and the Seller Loan (as defined in this Section 5.2 below), shall equal the Purchase Price, plus any other closing costs and prorations chargeable to Buyer. Such deposit shall be made in cash, by wire transfer or another method which will provide that the Escrow Agent shall have in its possession at the time of Closing, funds available for immediate disbursement in accordance with applicable laws and regulations. At the Closing, the Purchase Price shall be disbursed to Seller, except that Escrow Agent is instructed to deduct from Seller's proceeds prior to disbursement to Seller, the outstanding loan balance of the Seller Loan and the closing costs and prorations chargeable to Seller in accordance with the terms of this Agreement. The ***Seller Loan*** shall mean a subordinate secured carry-back loan made by the Seller to the Buyer at Closing with a term of forty (40) years, at an interest rate equal to the Long-term Applicable Federal Rate, which is the interest rate for loans having a term of greater than nine (9) years as published every month in a Revenue ruling by the Internal Revenue Service, for the month in which Closing occurs, in an amount not more than _____ (\$ _____) (but most likely in an amount equal to _____ (\$ _____)), which loan is to be paid back from net cash flow of the Project to be further specified in the applicable loan documents and a balloon payment of the remaining outstanding principal balance at maturity of the loan, which loan will be evidenced by a promissory note and deed of trust on terms reasonably acceptable to the Seller and Buyer.

5.3 **Deposit Account.** Any cash portions of the Earnest Money Deposit shall be deposited in an FDIC insured interest-bearing account approved by the Buyer with all interest accruing thereon to remain in the account. Interest which shall accrue on the Earnest Money Deposit shall be disbursed to or for the credit of the party entitled to receive the Earnest Money Deposit. In other words, if the Closing occurs as contemplated, then any cash portions of the Earnest Money Deposit, plus accrued interest, shall be applied for the benefit of Buyer as a credit to the Purchase Price, or if this Agreement is terminated for any reason, the party entitled to receive the Earnest Money Deposit upon such termination shall also receive any and all accrued interest thereon. The tax identification number of Buyer shall be used for such account.

5.4 **Reserves.** Seller shall transfer any and all reserve account funds held by HUD, Vectra Bank Colorado, National Association (the *Current Lender*), any other party, and/or in the name of the Seller, to Buyer at Closing, for no additional consideration, which reserve account funds shall be fully funded in accordance with the requirements of HUD and other applicable governmental authority, but in no event shall be less than the balances in each such account as of the Effective Date, other than disbursements that are approved by HUD, any other applicable governmental authority and Buyer, which approval of buyer shall not be unreasonably withheld, conditioned or delayed.

6. **Costs and Prorations.** Escrow Agent is hereby instructed to allocate costs and expenses which shall be incurred in the closing of the Escrow and to make prorations as set forth in this section.

6.1 **Escrow and Closing Fees.** Seller and Buyer shall each pay their respective escrow and closing fees charged by Escrow Agent, which are estimated to be as follows:

Real Estate Closing Fees	-	\$ 500
Loan Fees	-	\$ 400
Recording Fees	-	\$2,500
Miscellaneous	-	<u>\$ 600</u>
Total Estimate		\$4,000

6.2 **Title Fees.** Seller shall bear the cost of the premiums for standard owner's policies of title insurance in the aggregate amount of the Purchase Price (the *Title Policies*). In the event Buyer shall elect to obtain extended coverage ALTA owner's or any other title insurance coverages or endorsements other than the standard owner's policies to be provided by Seller, Buyer shall pay the additional cost thereof, together with any and all costs and expenses that may be required in order to provide such coverage.

6.3 **Miscellaneous Costs.** Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. Seller shall pay all recording costs or fees payable in connection with the recording of the Deed, all recording costs or fees payable in connection with recording the reconveyance of existing monetary encumbrances on the Property, and all other costs or expenses not otherwise provided for in this Agreement related to the Closing and transfer of the Property, but not including any costs associated with the Buyer obtaining financing for the Project, including, without limitation, the costs of utilizing LIHTC (as such term is defined in Section 12.1 hereto) or the issuance of tax-exempt private activity bonds.

6.4 **Taxes and Assessments.** Subject to the requirements of this section, Seller shall be responsible to pay any and all property taxes and all general and special bonds and assessments which shall accrue through and including the Closing Date. Municipal assessments which may exist against the

Property shall be paid current through and including the Closing Date, but not paid in full. Seller shall be responsible to pay, either before or after Closing, any and all property taxes which accrue against the Property prior to and including the Closing Date. Such payment shall be made within ten (10) days of receipt of a written demand from Buyer. Buyer will be responsible for any and all property taxes and/or assessments accruing after the Closing Date.

6.5 **Allocation of Rents.** Subject to conditions and requirements set forth by HUD or any other applicable statute, rents or other consideration required to be paid by Tenants or any other party in occupancy of any portion of the Property (***Rents***) shall be prorated as of the Closing Date. The term ***Rents***, as used herein, includes fixed monthly rentals, additional rentals and all other sums and charges payable by Tenants under the Leases. Rents are delinquent (***Delinquent Rent***) when payment thereof is due on or prior to the Closing, but has not been made by the Closing. Delinquent Rents shall not be prorated at Closing. Buyer shall keep any Delinquent Rents that it collects following the Closing Date.

6.6 **Tenant Deposits.** Subject to conditions and requirements set forth by HUD or any other applicable statute, at Closing, Buyer shall be credited and Seller shall be debited with an amount equal to all unapplied, refundable security deposits paid under the Leases by Tenants to Seller and for which the Seller, as landlord under any Lease, shall or should have as of the Closing Date, or may in the future have, legal responsibility to refund same to Tenant (***Tenant Deposits***), plus, all interest earned on such Tenant Deposits. Except as specifically noted in the preceding sentence, all non-refundable deposits, however denominated, made by Tenants to Seller as the landlord/lessor under a Lease shall be retained by Seller and no credit for same shall be given to Buyer. Seller shall indemnify and defend Buyer and hold Buyer harmless from and against any and all claims made by any of the Tenants with respect to any Tenant Deposits, security, cleaning or other deposits not transferred or credited to Buyer. Buyer shall indemnify and defend Seller and hold Seller harmless from and against any and all claims made by any of the Tenants with respect to any Tenant Deposits transferred or credited to Buyer.

6.7 **Prepaid Credits.** At Closing, Buyer shall be credited and Seller shall be debited with an amount equal to all credits for Rent or other credits (collectively, ***Prepaid Credits***) which under the terms of the agreement with the applicable Tenant are to be applied to a period after the Closing Date. Seller shall indemnify and defend Buyer and hold Buyer harmless from and against any and all claims made by any of the Tenants with respect to any Prepaid Credits not credited to Buyer at Closing. Buyer shall indemnify and defend Seller and hold Seller harmless from and against any and all claims made by any of the Tenants with respect to any Prepaid Credits credited to Buyer at Closing and not properly applied by Buyer.

6.8 **Service Contract Costs.** Seller shall be responsible for the payment of all costs and expenses incurred on Service Contracts, as defined in Section 8.3 herein, which shall be incurred prior to and on the Closing Date. At Closing, Buyer shall be credited and Seller shall be debited with an amount equal to all costs, expenses and charges related to Service Contracts which have been incurred through and including the Closing Date and which remain unpaid (collectively, *Service Contract Costs*).

6.9 **Operating Expenses.** All utility service charges for electricity, heat and air conditioning service, other utilities, elevator maintenance, common area maintenance, taxes (other than real estate taxes) such as rental taxes, any other expenses incurred, if applicable, in operating the Property that are directly paid by Seller and not reimbursed by Tenants, and any other costs incurred in the ordinary course of business or the management and operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue up to and including the Closing Date and Buyer shall pay all such expenses accruing after the Closing Date. To the extent possible, Seller and Buyer shall obtain billings and meter readings as of the Closing Date to aid in such prorations. To the extent permitted by law, Seller shall indemnify and hold Buyer harmless from any liability for any operating expenses accruing up to and including the Closing Date and Buyer shall indemnify and hold Seller harmless from any liability for any operating expenses accruing after the Closing Date.

7. **Delivery of Documents.** Not later than five (5) calendar days after the date of this Agreement has been fully-executed, Seller shall deliver to Buyer a true and complete copy of all documents (the *Project Documents*) which are identified on Exhibit "B" attached hereto; provided, however, that if any of the Project Documents are not in the possession or control of Seller, including without limitation, its officers, directors, employees, consultants or agents, Seller's property manager(s) of the Project or Seller's accountants, Seller shall so indicate in writing to Buyer. The Project Documents are being delivered as a convenience to Buyer to assist Buyer in its evaluation of the Property and such delivery shall not relieve Buyer of its obligation to make its own inquiries into the status and condition of the Property. Seller makes no warranty, express or implied, as to the completeness or accuracy of any Project Document not prepared by Seller or its officers, directors, employees, consultants or agents who manage the Property. The date that Seller delivers to Buyer either all Project Documents or all available Project Documents and a written indication that any unavailable Project Documents are not in Seller's possession or control as set forth in the proviso to the first sentence of this Section 7 shall be the *Document Delivery Date*.

8. **Buyer's Contingencies.** Buyer's obligation to purchase the Property shall be subject to the satisfaction of certain contingencies as set forth below (*Buyer's Contingencies*). Such contingencies, however, can be waived by Buyer as a condition precedent to Buyer's obligation to purchase the Property. Buyer's Contingencies shall be (i) acceptance of the status of title to the Property (*Buyer's Title Approval*), (ii) approval of the physical condition of the Property, including without limitation, the real property and the improvements located thereon (*Buyer's Site Approval*) (iii) review and approval of the existing operating statements, books and records for the Project (*Buyer's Approval of Project Operations*), (iv) procurement of tax-

exempt bonds and low-income housing tax credits for the acquisition and renovation of the Property upon terms and conditions acceptable to Buyer (***Bond and Tax Credit Approval***) as further defined in Section 12, (v) acceptance of the HAP Transfer (***HAP Transfer Approval***), and (vi) procurement of any additional financing determined by Buyer to be necessary for the acquisition and rehabilitation needs of the Property, including, without limitation, paying off in full the unpaid principal balance and any accrued unpaid interest and other fees and charges of the current loan secured against the Property made by the Current Lender to Seller (the ***Current Loan***), upon terms and conditions acceptable to Buyer (***Financing Approvals***). All of Buyer's Contingencies, except the Bond and Tax Credit Approval, HAP Transfer Approval and Financing Approvals, must be satisfied or waived not later than the ***Property Approval Deadline***, which shall be 5:00 p.m., Mountain Time, on the day that is one hundred twenty (120) days after the Document Delivery Deadline. Deadlines for approval of Bond and Tax Credit Approval and Financing Approvals are set forth in Section 12 below.

8.1 **Status of Title and Survey.** Buyer shall have the sole and absolute responsibility, at its sole expense, to review any and all conditions that shall exist with respect to the title to the Property and any exceptions to such title or easements, liens or other encumbrances upon such title, and any discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the Property would disclose, whether or not such matters are shown on the public record. Buyer's review of same and right to object to such conditions shall be conducted in accordance with this section.

8.1.1 **Survey.** Buyer shall have the right to have the Property surveyed, at Buyer's sole cost and expense. Any such survey shall be prepared by a surveyor licensed by the State of Colorado. If Buyer shall elect to obtain a new survey, the completion and delivery of the survey shall not extend the Property Approval Deadline. The survey reviewed by Buyer, if any, as part of Buyer's investigation of title to the Property shall be referred to herein as the ***Survey***. A copy of any Survey prepared by Buyer shall be provided to Seller.

8.1.2 **Title.** Within five (5) calendar days of the date of this Agreement being delivered to Escrow Agent, Seller shall deliver or cause to be delivered to Buyer a preliminary title report or commitment for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report, (the ***Title Report***) from First American Heritage Title Company, located in Denver, Colorado (the ***Title Company***) covering the Property. Such Title Report shall be deemed part of the Project Documents. Buyer may disapprove of any title matter shown in the Title Report in Buyer's sole and exclusive judgment. Buyer shall take title to the Property subject to the Permitted Exceptions (as defined in Section 8.1.5 herein), which shall include (i) matters described in this Agreement, (ii) matters disclosed on the Survey, except any such matter that Buyer expressly disapproves in writing to Seller, and (iii) all items shown on the Title Report, except any such matter that Buyer expressly disapproves in writing to Seller, as provided in Section 8.1.3. Buyer shall not be obligated to close the purchase of the Property unless and until the Title Company shall be unconditionally committed to deliver to Buyer the Title Policy described in

Section 6.2 including the additional coverages and endorsements that Buyer elects to obtain, provided Buyer has complied with any reasonable and customary requirements for the issuance of same. Seller shall be required to provide to the Title Company such evidence as may be reasonably necessary to confirm that there are and will be no claims against the Property arising from work performed in connection with the Property prior to Closing.

8.1.3 **Approval of Title and Survey Matters.** Buyer shall be responsible to determine prior to the Property Approval Deadline, if Buyer objects to any matters shown in the Title Report or on the Survey, if any. If Buyer shall object to any matters shown on the Survey or in the Title Report, Buyer shall deliver written notice of its objections (collectively, the ***Title Objections***) not later than the earlier to occur of (i) sixty (60) days of the later of its receipt of the Title Report and the Survey (if Buyer elects to obtain the Survey), but in no event later than the Property Approval Deadline. Failure to deliver notice of Title Objections shall be deemed approval of all matters disclosed on the Survey and the Title Report.

8.1.4 **Response to Title Objections.** Seller shall have five (5) business days following its receipt of the Title Objections to correct the Title Objections or to provide written notice to Buyer that such Title Objections will be corrected by Seller prior to Closing. If Seller notifies Buyer it cannot or will not correct the Title Objections prior to Closing, Buyer shall have the option to either terminate this Agreement or waive the applicable Title Objection(s). Said option shall be exercised within ten (10) business days after receipt of Seller's notice that Seller cannot or will not correct the Title Objections. If Buyer fails to give notice of cancellation of this Agreement or waiver of its Title Objections within the required time period, Buyer shall be deemed to have terminated this Agreement. If Buyer terminates this Agreement under this section, the Earnest Money Deposit shall be returned to Buyer, and Buyer and Seller shall be released from further liability under this Agreement. In the event of such termination, Seller shall pay any and all cancellation charges levied by Escrow Agent or the Title Company.

8.1.5 **Permitted Exceptions.** The matters which shall as of Closing be permitted to constitute exceptions to title to the Property after the implementation of the provisions of this Section 8.1 shall be ***Permitted Exceptions***. Notwithstanding any other provision of this Agreement, Seller shall be required to cause any and all monetary liens or encumbrances (except non-delinquent real property taxes and municipal assessments) to be paid in full on or before the Closing Date and released as a lien or encumbrance against the Property.

8.2 **Approval of Site Conditions.** From the Effective Date until the Property Approval Deadline (the ***Inspection Period***), Buyer shall be permitted to conduct such studies, surveys, inquiries and other investigations (collectively, ***Investigations***) of the physical condition of the Property as Buyer shall determine to be prudent and necessary prior to its acquisition of the Property. Buyer shall conduct such Investigations under its sole and absolute responsibility and at its sole expense. During the Inspection Period,

Buyer shall have the right to enter at reasonable times upon the Property and conduct, at its sole expense, such Investigations as Buyer deems necessary or desirable to evaluate any and all conditions related to the Property, including without limitation, (i) the physical condition of any and all improvements located upon the Property, including, without limitation, interior, exterior and structural components thereof such as roofs, foundations, and apartment interiors based upon an actual inspection of all units, (ii) the condition of all water heaters, appliances, furnaces, air conditioning compressors and other equipment, (iii) surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, (iv) the existence of any contaminants or hazardous materials on or in the soil or ground water of the Property, and/or (v) the existence of any special environmental, archaeological, botanical, or other condition on or affecting the Property which might impair Buyer's contemplated use thereof. During the Inspection Period, Buyer shall have the right to perform a walk-through inspection of each of the one hundred thirty (130) apartment units and to have day time (8:00 AM to 6:00 PM) access to all vacant units. Additionally, Seller shall cooperate with Buyer to help Buyer obtain a resident profile for each of the residents living at the Property; provided, however, the information to be provided by Seller shall be limited to that information found in Seller's property management files only, and Seller will not be required to disclose any information protected by law. Buyer shall indemnify, defend and hold Seller and the Project, harmless from all damage, loss or liability, including without limitation reasonable attorneys' fees and costs of court, mechanics' liens or claims, or claims or assertions thereof which shall be actually incurred by Seller as a result of the Investigations and such indemnification obligations shall survive any termination or cancellation of this Agreement, unless caused by Seller's gross negligence or willful misconduct. So long as this Agreement shall remain in effect, Buyer's right to enter the Property for purposes necessary for Buyer to obtain Bond and Tax Credit Approval, HAP Transfer Approval and Financing Approvals and prepare for Closing shall continue; provided, however, that Buyer's right to terminate this Agreement by reason of circumstances discovered after the Inspection Period shall be strictly governed by the terms of this Agreement.

8.3 **Service Contracts.** As part of the Project Documents, Seller shall deliver to Buyer a copy of all contracts and agreements which provide for the delivery of services to the Property (collectively, the *Service Contracts*) including, without limitation, property management, maintenance, repair, advertising, yellow pages, equipment leasing, laundry, telephones, cable or other television, snow removal, landscaping and utilities. Buyer shall have the option, which option shall be exercised in the sole and absolute discretion of Buyer, to elect to assume all or part of said Service Contracts; provided, however, that Buyer shall assume any and all contracts which provide essential utility services to the Property or which, in accordance with the terms thereof, cannot be terminated by Seller without payment of a fee or other termination charge, unless Buyer shall be responsible for the payment of any such fee or charge.

8.4 **Assumption of Contracts.** Not later than the expiration of the Inspection Period, Buyer shall provide written notice to Seller as to which Service Contracts, if any, shall be assumed by Buyer effective as of the Closing Date. In the event that the Buyer shall not elect to assume a Service Contract, then within five (5) days of the date of the

notice from Buyer, Seller shall advise Buyer whether or not Seller will cancel prior to the Closing Date, any Service Contract(s) not assumed by Buyer. If Seller notifies Buyer that it elects not to terminate a Service Contract prior to the Closing Date, then within five (5) days of Seller's notice, Buyer shall elect to either (i) agree to assume the subject Service Contract at Closing and close as scheduled, or (ii) cancel this Agreement in which event, effective as of the date of such notice, this Agreement shall be deemed canceled, the Earnest Money Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder. Any payments made by Seller pursuant to a Service Contract which shall be assumed by Buyer and which constitutes payment for services to be provided under the assumed Service Contract(s) for a period after the Closing Date shall be prorated at Closing.

8.4.1 **Performance of Obligations.** Seller shall remain responsible for the performance of any obligations of Seller under the Service Contracts required prior to and on the Closing Date. So long as this Agreement shall remain in effect, Seller shall not enter into a new or renew an existing Service Contract whose term shall extend beyond the **Property Approval Deadline** without the prior written consent of Buyer, unless such Service Contract may be cancelled without cause and without penalty upon no more than thirty (30) days prior notice. On or before the Closing Date, Seller shall pay any and all Service Contract Costs which shall accrue under any Service Contracts which shall be assumed by Buyer for any period prior to and on the Closing Date. Buyer shall pay any and all amounts and perform any and all Service Contract Costs which shall accrue under the assumed Service Contracts after the Closing Date. To the extent permitted by law, Seller shall indemnify and hold Buyer harmless from any claims for payment incurred in connection with any Service Contract Costs accruing prior to or on the Closing Date. Buyer shall indemnify and hold Seller harmless from any claims for payment incurred in connection with Service Contract Costs accruing under each assumed Service Contracts after the Closing Date.

8.5 **Approval of Operating Condition.** Buyer shall have the sole and absolute responsibility, at its sole expense, to conduct an examination of the operating and financial books and records of the Project, including review and examination of operating reports, income and expense reports, rent rolls, collection reports, maintenance reports, Leases, etc. as Buyer shall determine to be prudent and necessary prior to its acquisition of the Property. All such inquires shall be completed prior to the expiration of the Inspection Period. Prior to the expiration of the Inspection Period, Buyer shall have the right to inspect and copy any and all records related to the ownership and operation of the Project for the immediately preceding thirty-six (36) months. After expiration of the Inspection Period, Seller shall provide the following documents to Buyer: (a) audited financial statements of Seller, within 30 days after being finalized and being made available to the Current Lender, (b) monthly rent rolls for each month, within 20 days after the end of such month, (c) monthly unaudited operating statements for each month, within 20 days after the end of each month, and (d) any other reports that are provided to the Current Lender or HUD, within five (5) days of having such reports submitted to the Current Lender or HUD. Seller shall deliver copies of all such

documents to Buyer. In addition, Buyer shall have the right to inspect and copy any and all Leases.

9. **Disapproval of Buyer's Contingencies.** If Buyer determines in its sole and absolute discretion that any of Buyer's Title Approval, Buyer's Site Approval or Buyer's Approval of Project Operations have not been satisfactorily resolved, Buyer may terminate this Agreement by giving written notice to Seller and Escrow Agent before the Property Approval Deadline, in which event this Agreement shall be canceled and the Earnest Money Deposit shall be returned to Buyer. If Buyer provides Seller with a written notice of such disapproval in accordance with the provisions of this Section, then effective as of Seller's receipt of notice of disapproval, this Agreement shall be deemed canceled and the Earnest Money Deposit shall be returned to Buyer. In the event of such termination, Seller shall pay any and all cancellation charges levied by Escrow Agent or the Title Company. In the event Buyer shall fail to provide such written notice of disapproval, Buyer shall be deemed to have accepted all conditions related to Buyer's Title Approval, Buyer's Site Approval and Buyer's Approval of Project Operations and Buyer shall have no right to terminate this Agreement by reason of Buyer's Title Approval, Buyer's Site Approval and/or Buyer's Approval of Project Operations.

10. **Seller's Contingencies.** Seller's obligation to sell the Property shall be subject to the satisfaction of prior written approval from HUD for the HAP Transfer (*Seller's Contingencies*).

10.1 **Buyer's Commitment.** Buyer agrees to operate the Project as affordable housing for seniors for no less than twenty-five (25) years after the date of Closing.

11. **Intentionally Omitted.**

12. **Buyer's Bond and Tax Credits Approvals and Financing.**

12.1 **Bond and Tax Credit Approval.** Buyer's obligation to purchase the Property is subject to Buyer obtaining private activity tax-exempt bond financing (*Bond Financing*) and accompanying 4% low income housing tax credits (*LIHTCs*) for the acquisition and renovation of the Property upon terms and conditions acceptable to Buyer, in its sole and absolute discretion, which shall be referred to herein as *Bond and Tax Credit Approval*.

12.1.1. Buyer agrees to submit an application for private activity tax-exempt bond financing (the *Bond Application*) to be issued by the City of Westminster, Colorado and privately placed with a private entity as the bond holder in an amount that will finance over fifty percent (50%) of the aggregate basis of the acquisition and renovation of any buildings and land on which the buildings are located of the Property, which amount is currently expected to be not less than \$7,771,500 and not more than \$8,000,000, so the Project will qualify for LIHTCs for 100% of the units of the Property and submit an application to the Colorado Housing and Finance Authority (*CHFA*) for the LIHTCs (the *TC Application*)

as soon as practicable in the 2011 calendar year (but most likely on or after the Property Approval Deadline. Seller shall provide reasonable cooperation to Buyer and such information as shall be reasonably required concerning the Property and Seller in order for Buyer to submit a Bond Application and TC Application in calendar year 2011. If Buyer is successful in obtaining Bond Financing in an acceptable amount and on acceptable terms, as determined by Buyer in its sole discretion, and an accompanying amount of LIHTCs from CHFA, as determined by Buyer in its sole discretion, from the TC Application (the ***Bond and TC Acceptance***), then Buyer agrees to furnish Seller with evidence of the amount and terms of the Bond and TC Acceptance within fifteen days of its receipt of same. Upon delivery to Seller of a copy of such evidence, it will be deemed Bond and Tax Credit Approval, pending only requirements for closing on the Bond Financing and LIHTCs.

12.1.2. If Buyer does not obtain a Bond and TC Acceptance by March 31, 2012, then within thirty (30) days of such date, Buyer and Seller agree to meet and attempt to reach a common understanding in writing on how to proceed with this transaction. If, after having failed to reach a common understanding or if the Buyer and Seller fail to meet within such 30 day period, this Agreement will be considered null and void and be of no further force and effect and the Earnest Money Deposit shall be returned to Buyer. In the event of such termination, Buyer and Seller shall each pay one-half of any and all escrow and title cancellation charges levied by Escrow Agent or the Title Company.

12.1.3. Any and all costs and expenses incurred to both submit the Bond Application and TC Application and obtain the Bond and Tax Credit Acceptance shall be paid solely by Buyer. If prior to Bond and Tax Credit Approval, Buyer delivers a written notice to Seller of Buyer's intention to proceed with the purchase of the Property (the ***Notice of Intent to Close***), then the parties shall proceed with the Closing by the date set forth in Section 4.2. If Buyer has not delivered to Seller such Notice of Intent to Close on or before September 30, 2012 (the ***Closing Notice Deadline***), this Agreement shall be deemed canceled and the Earnest Money Deposit shall be returned to Buyer, unless Buyer delivers the Additional Deposit to Escrow Agent as set forth in Section 5.1 whereby the Closing Notice Deadline shall be extended to December 31, 2012. In the event of such termination, Buyer and Seller shall each pay one-half (½) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

12.2 **Financing Approvals.** Buyer's obligation to purchase the Property is subject to Buyer obtaining financing for the acquisition and renovation of the Property upon terms and conditions acceptable to Buyer, in its sole and absolute discretion, and which shall be referred to herein as the *Financing Approvals*.

12.2.1 Buyer shall use reasonable and diligent efforts to obtain additional financing for the Project, consisting of:

12.2.1.1 The Seller Loan,

12.2.1.2 A loan from the City of Westminster, Colorado in an amount of not less than \$500,000, which funds shall be sourced from Volunteers of America, Inc. or its affiliate and which funds shall be a match for the funds specified in Section 12.2.1.3, and

12.2.1.3 Additional financing in an amount not less than \$850,000, which financing may come from the Federal Home Loan Bank Affordable Housing Program, the State of Colorado Department of Housing and/or one or more other sources.

12.2.2 Seller shall cooperate with Buyer and provide such information as shall be reasonably required concerning the Property and Seller so as to allow Buyer to obtain such financing as is set forth in this Section 12.2.

12.2.3 Any and all costs and expenses incurred to obtain the Financing Approvals shall be paid solely by Buyer. If prior to Financing Approvals, Buyer delivers the Notice of Intent to Close, then the parties shall proceed with the Closing by the date set forth in Section 4.2. If Buyer has not delivered to Seller such Notice of Intent to Close on or before the Closing Notice Deadline, this Agreement shall be deemed canceled and the Earnest Money Deposit shall be returned to Buyer, unless Buyer delivers the Additional Deposit to Escrow Agent as set forth in Section 5.1 whereby the Closing Notice Deadline shall be extended to December 31, 2012. In the event of such termination, Buyer and Seller shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

12.3 **Receipt of Approvals.** Buyer's receipt of Bond and Tax Credit Approval and Financing Approvals will be deemed the Notice of Intent to Close, which Buyer shall promptly deliver to Seller per Section 12.2.3 above; provided, however, that Buyer shall have no obligation to close unless and until the HAP Transfer Approval has occurred.

13. **Purchase "AS IS"**. Buyer is purchasing the Property on an "AS IS, WHERE IS" basis, in its present state and condition and with all faults and defects, whether known or unknown, in reliance solely upon Buyer's own investigation of the Property during the Inspection Period, including by way of illustration and not of limitation, the present state and

condition of all (i) structural components of improvements which exist upon the Property, (ii) general mechanical equipment, (iii) floor and wall coverings, (iv) amenities located within the Project and any and all equipment associated therewith, (v) sidewalks, driveways and parking surfaces and improvements, and (vi) landscaping, sprinkling systems and related improvements. Neither Seller nor any agents, employees, or affiliates of Seller have made representations or warranties, expressed or implied, which concern the Property or the condition thereof, which have induced Buyer to enter into or to consummate this Agreement, except as are expressly set forth in this Agreement. Except for Seller's express representations and warranties set forth in Section 20, neither Seller nor any agent, employee, officer, director, broker, contractor or representative of Seller has made, and Seller specifically disclaims, any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including, without limitation, any representation or warranty of condition, suitability, income potential, merchantability or fitness for a particular purpose. All representations and warranties, other than those expressly contained in this Agreement, are hereby disclaimed by Seller and waived by Buyer. The recording of the Deed shall constitute irrevocable evidence of Buyer's acceptance of the then existing condition of the Property.

14. **Disclaimer.** Except as specifically set forth in this Agreement and/or the Deed delivered at Closing, Seller has not made and shall not make, and Buyer acknowledges that Seller has not made and will not make, any warranty or representation, express or implied, written or oral, statutory or otherwise concerning the Property, including, but not limited to, the following: (i) the condition of title to the Property, (ii) the nature, physical condition or other tangible aspects of the Property, (iii) the economic condition of the Property, (iv) the existence of hazardous materials in, on, about, under or affecting the Property, or (v) the compliance of the Property with environmental laws or any other federal, state or local laws, ordinances, statutes, rules or regulations.

15. **Affirmative Covenants of Seller.**

15.1 **Maintain Property.** From the Effective Date of this Agreement to the Closing Date or earlier termination of this Agreement, Seller shall at its own cost and expense (i) operate and maintain the Property in the same manner as it has been operated and maintained heretofore, free from waste and neglect, reasonable wear and tear excepted, and (ii) keep and perform or cause to be performed all obligations of the Property under all Service Contracts and Leases and in compliance with all applicable laws, statutes, requirements and regulations of any applicable governmental authority, including without limitation, HUD.

15.2 **Maintain Insurance.** From the Effective Date to the Closing Date or earlier termination of this Agreement, Seller shall at its own cost and expense maintain or cause to be maintained in full force and effect liability, casualty and other insurance upon and with respect to the Property against such hazards and in such amounts as exist on the Effective Date.

15.3 **Change in Circumstances.** If, between the Effective Date and the Closing Date, an event occurs that would have a materially adverse effect on the operations or

the physical condition of the Property, Seller shall immediately notify Buyer of such event and specify the circumstances or event that occurred and, if known, the reason therefor, and Seller shall have up to thirty (30) days to remedy such event if caused by Seller. If the period of time for Seller to remedy such event ends within fourteen (14) days of the scheduled Closing Date, the Closing Date shall be extended so that it will occur no earlier than fourteen (14) days after such event is deemed by Buyer to be remedied. If the event is caused by the act or omission of Seller, Buyer may pursue any and all rights and remedies available to Buyer under this Agreement for a default by Seller. If the event is not caused by the act or omission of Seller, then Buyer may, as its sole and exclusive remedy, terminate this Agreement by providing notice to Seller within fourteen (14) days of being notified of such event, in which case, the Earnest Money Deposit shall be returned to Buyer and both parties shall be released from all further obligations under this Agreement. In the event of such termination, Seller shall pay any and all cancellation charges levied by Escrow Agent or the Title Company.

16. **Deliveries to Escrow by Seller.** Seller hereby covenants and agrees to deliver or caused to be delivered to Escrow Agent on or prior to the Closing Date the instruments and documents set forth in this section, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under the terms of this Agreement.

16.1 **Deed.** The Deed duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer.

16.2 **Bill of Sale.** A bill of sale duly executed and acknowledged by Seller in favor of Buyer, assigning and conveying to Buyer all of Seller's right, title and interest in and to the Personal Property, which Personal Property shall be listed with specificity and agreed upon by Seller and Buyer.

16.3 **Assignment of Leases.** An assignment of Leases duly executed by Seller wherein Seller shall assign to Buyer all of Seller's interest as Landlord under the Leases and Tenant Deposits and Buyer shall assume all of the landlord/lessor's obligations under the Leases (the *Assignment of Leases*).

16.4 **General Assignment.** A general assignment duly executed by Seller, assigning to Buyer all of Seller's right, title and interest in and to all Service Contracts, Intangible Property and any other property related to or concerning the Property.

16.5 **Non-Foreign Certification.** A non-foreign certification duly executed by Seller under penalty of perjury in the form of, and upon the terms required by, law.

16.6 **Proof of Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Buyer and/or the Title Company.

The form of each of the foregoing documents shall be reasonably acceptable to Seller and Buyer. The failure of Seller to deliver to Escrow Agent any one of the required documents shall constitute a default of Seller under this Agreement.

17. **Deliveries to Escrow by Buyer.** Buyer hereby covenants and agrees to deliver or cause to be delivered to Escrow Agent on or prior to the Closing Date the instruments and documents set forth in this section, the delivery of each of which shall be a condition to the performance by Seller of its obligations under the terms of this Agreement.

17.1 **Purchase Price.** The Purchase Price, less the Earnest Money Deposit and the principal amount of the Seller Loan, as adjusted by any prorations provided for in this Agreement.

17.2 **Assignment of Leases.** The Assignment of Leases duly executed by Buyer.

17.3 **General Assignment.** The general assignment duly executed by Buyer, if applicable.

17.4 **Proof of Authority.** Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Seller and/or Title Company.

The form of each of the foregoing documents shall be reasonably acceptable to Seller and Buyer. The failure of Buyer to deliver to Escrow Agent any one of the required documents shall constitute a default of Buyer under this Agreement.

18. **Deliveries to Buyer upon Close of Escrow.** Seller shall deliver possession of the Property to Buyer upon the Closing Date. Further, Seller hereby covenants and agrees to turn over to Buyer at or promptly following the Closing (i) originals of all of the Leases or, to the extent an original Lease is unavailable, a duplicate original thereof with a certificate executed by Seller warranting the authenticity of such duplicate original, (ii) originals of all Service Contracts approved to be assumed or deemed to be assumed or, to the extent an original Service Contract is unavailable, a duplicate original thereof with a certificate executed by Seller warranting the authenticity of such duplicate original, (iii) the Personal Property and evidence, documentation or other proof of ownership of the Intangible Property, (iv) all keys and other such property necessary for the ownership, operation and maintenance of the Project, and (v) a letter to the Tenants duly executed by Seller and dated as of the Closing Date, notifying each Tenant that (a) the Property has been sold to Buyer; (b) all of Seller's right, title and interest in and to the Leases and Tenant Deposits have been assigned to Buyer; and (c) commencing immediately, all rent and other payments and any notices under the Leases are to be paid and sent to Buyer. The form and content of such letter shall be reasonably satisfactory to Seller and Buyer.

19. **Escrow Cancellation.** Upon any cancellation or termination of this Agreement and the cancellation of Escrow by reason thereof, allocation of costs and expenses incurred in such cancellation and the refund of the Earnest Money Deposit shall be governed by the provisions of the Section pursuant to which such cancellation or termination shall be authorized.

19.1 **Buyer's Termination.** In the event of any default in the performance of any of Seller's obligations under this Agreement and so long as Buyer is not in default hereunder, Buyer may terminate this Agreement by giving written notice to Escrow Agent and Seller at any time prior to Closing. Failure of Buyer to terminate as provided in this Section and Closing by Buyer shall be deemed a waiver of the existence of the default. If such condition required approval by Buyer, Closing shall also be deemed an approval of the previously disapproved item. In the event a cancellation is made pursuant to any default by Seller, Seller shall pay all title and escrow cancellation charges and the provisions of Section 19.5 shall be applicable.

19.2 **Seller's Termination.** In the event of any default in the performance of any of Buyer's obligations under this Agreement and so long as Seller is not in default hereunder, Seller may terminate this Agreement by giving written notice to Escrow Agent and Buyer at any time prior to the Closing. Failure of Seller to terminate as provided in this Section and Closing by Seller shall be deemed a waiver by Seller of the existence of the default. If such condition required approval by Seller, Closing shall also be deemed an approval of the previously disapproved item. If Seller terminates based upon any default by Buyer, Buyer shall pay all title and escrow cancellation charges and the provisions of Section 19.4 shall be applicable.

19.3 **Other Cancellations.** In the event that this Agreement shall be canceled in accordance with any provision of this Agreement where an allocation of payment of cancellation charges has not been specifically set forth, then Seller and Buyer shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

19.4 **Buyer's Failure.** Notwithstanding anything to the contrary contained in this Agreement, if Buyer fails to perform in accordance with the terms of this Agreement, Seller may elect, in the exercise of its sole and absolute discretion, but as its sole remedy, to either (i) terminate this Agreement in which event the entire Earnest Money Deposit shall be provided to Seller and neither party shall have any rights or obligations under this Agreement, or (ii) sue for specific performance of the conveyance of the Property to Buyer in accordance with the provisions of this Agreement; provided, however, that any action for specific performance shall be commenced by the filing of a complaint as required by law for the commencement of an action in the State of Colorado, not later than six (6) months after the date of Buyer's default or such right to sue for specific performance shall be deemed irrevocably waived by Seller. In no event shall Buyer be responsible for the payment to Seller of any damages, including lost profits, sustained by Seller by reason of a default hereunder by Buyer. Seller

hereby waives and relinquishes all other claims for damages, including but not limited to lost profits, consequential damages, costs or reasonable attorney's fees (except costs and reasonable attorney's fees in connection with an action for specific performance) arising by reason of Buyer's default.

19.5 **Seller's Failure.** Notwithstanding anything to the contrary contained in this Agreement, if Seller fails to perform in accordance with the terms of this Agreement, Buyer may elect, in the exercise of its sole and absolute discretion, but as its sole remedy, to either (i) terminate this Agreement in which event the entire Earnest Money Deposit shall be returned to Buyer and neither party shall have any rights or obligations under this Agreement, or (ii) sue for specific performance of the conveyance of the Property to Buyer in accordance with the provisions of this Agreement; provided, however, that any action for specific performance shall be commenced by the filing of a complaint as required by law for the commencement of an action in the State of Colorado, not later than six (6) months after the date of Seller's default or such right to sue for specific performance shall be deemed irrevocably waived by Buyer. In no event shall Seller be responsible for the payment to Buyer of any damages, including lost profits, sustained by Buyer by reason of a default hereunder by Seller. Buyer hereby waives and relinquishes all other claims for damages, including but not limited to lost profits, consequential damages, costs or reasonable attorney's fees (except costs and reasonable attorney's fees in connection with an action for specific performance) arising by reason of Seller's default.

20. **Seller Representations and Obligations.** Seller represents and warrants to Buyer as set forth in this Section, which representations and warranties shall survive the Closing, and Seller acknowledges that but for such representations and warranties, Buyer would not execute this Agreement.

20.1 **Organization; Authority.** Seller is at the time of the execution of this Agreement and will be at Closing duly organized and existing, qualified to do business in Colorado and in good standing under and by virtue of the laws of the State in which it was formed, and it has full right, power and authority to carry on its business. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required partnership actions and approvals therefore have been duly taken and obtained. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller is and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

20.2 **Pending Claims.** That there are no claims, causes of action or other litigation or proceedings initiated by or pending against Seller or, to the best of Seller's knowledge, threatened against Seller in respect to Seller's ownership or operation, or the environmental condition, of the Property.

20.3 **Environmental Conditions.** Except as may be otherwise specifically disclosed in any environmental disclosure delivered to Buyer from Seller, to the best of Seller's knowledge (as defined in this Section 20.3 below) (i) there has not been, and does not exist, any violation of Environmental Laws (as defined in this Section 20.3 below) related to the Property or the presence or release of Hazardous Material (as defined in this Section 20.3 below) on or from the Property, (ii) Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), (iii) Seller, has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials in violation of any Environmental Laws, (iv) there are no underground storage tanks located on the Property nor have there been such tanks located on the Property, (v) there have been no claims made or threatened by any third party against Seller or the Property relating to damage, cost recovery compensation, contribution, loss or injury resulting from any Hazardous Materials, and (vi) there are and have been no enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws relating to any Hazardous Materials and affecting the Property. The term ***Environmental Laws*** includes, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement, together with their implementing regulations, guidelines, rules or orders as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations, ordinances, rules or orders that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term ***Hazardous Materials*** includes, without limitation, petroleum, including, without limitation, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law. As used in this Agreement, the term ***to the best of Seller's knowledge*** means the actual knowledge (as contrasted with implied, imputed or constructive knowledge) of Seller, including any of their officers, directors, employees, agents or consultants, but without any duty of investigation or inquiry by same.

20.4 **Local Ordinances.** Seller has been provided no written notice of violation of any Municipal Ordinances (as defined in this Section 20.4 below) applicable to the Property. The term ***Municipal Ordinances*** includes, without limitation, any and all present local ordinances of any governmental authority in any way applicable to Seller or the Property, including, without limitation, the ownership, use, occupancy, possession, transfer, operation, maintenance, alteration, repair or reconstruction thereof, or regulation of the Property and any and all improvements located thereon.

20.5 **Bankruptcy Issues.** Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

20.6 **Non-Foreign Status.** In accordance with Section 1445 of the Internal Revenue Code, Seller is not now, and at Closing will not be, a "foreign person" (including being a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and income tax regulations).

20.7 **No Actions.** There are no (i) condemnation, judicial or administrative actions or other proceedings pending or, to the best of Seller's knowledge, threatened by any person or entity against Seller or the Property, or (ii) violations of any law, statute, government regulation or requirement that in any manner or to any extent may materially affect the value or the operations of the Property.

20.8 **No Transfers.** Seller has not and shall not sell, convey, assign, lease (other than to Tenants in actual occupancy of apartment units) or otherwise transfer all or any part of the Property, including, without limitation, any easement or development rights, except as may result or exist by reason of any Permitted Exception.

20.9 **Ownership and Possession.** Subject to limitations on warranties set forth in the Deed, Seller is the owner of the Property, has good marketable, insurable and indefeasible fee simple title to the Property, and has full power and authority to enter into and perform this Agreement in accordance with its terms and there is no other person or entity that has an ownership interest in the Property. Except for Tenants in actual occupancy of apartment units under Leases, no party is in possession of any portion of the Property. The provisions of this section shall not be construed to expand warranties as to title contained within the Deed and the limitations of warranties contained within a special warranty deed under the laws of the State of Colorado shall limit Seller's warranties with respect to the conveyance of title to the Project.

20.10 **No Encumbrances.** At Closing, the Property shall be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases (other than to Tenants in actual occupancy of apartment units), agreements, covenants conditions and restrictions of any kind or character other than the Permitted Exceptions and those liens, encumbrances, claims, rights, demands, easements, Leases, agreements, covenants, conditions and restrictions contemplated by this Agreement or caused by the acts of Buyer.

20.11 **Zoning and Licenses.** The Property is zoned properly for multifamily residential housing. To the best of Seller's knowledge, Seller has received all licenses, permits, approvals, authorizations, consents or orders of any governmental bodies and agencies, including, without limitation, HUD, having jurisdiction over the Property (each an ***Authority***) necessary for the present ownership and operation of the Property, including, without limitation, a certificate of occupancy, required by any Authority (collectively, the ***Permits***). Seller has received no notice of any revocation or unwillingness to renew any of the Permits.

20.12 **Utilities.** All water, sewer, gas, electric and other utility facilities serving the Property are, to the best of Seller's knowledge, installed to the boundary lines of the Property, adequate to permit multifamily residential use of the Property, and currently serving the Property in an adequate and normal manner for properties such as the Project located in this general area.

20.13 **Rent Rolls and Leases.** To the best of Seller's knowledge, the rent rolls previously delivered to Buyer are true, complete and correct in all material respects and contain all of the Leases and tenancies of the Property as of the Effective Date, which Leases have not been modified or amended except as indicated on the rent rolls (such rent rolls to be updated as of Closing so as to be true, complete and correct in all material respects).

21. **Buyer's Representations and Obligations.** Buyer represents and warrants to Seller as follows, which representations and warranties shall survive Closing, and Buyer acknowledges that but for such representations and warranties, Seller would not execute this Agreement.

21.1 **Organization; Authority.** Buyer is duly organized and existing and is in good standing under and by virtue of the laws of the State in which it is formed, and has full right, power and authority to carry on its business. Buyer warrants it has full authority and power to execute this Agreement, along with the authority and ability to close the purchase of the Property in accordance with the terms hereof. Any individual(s) signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign same on behalf of Buyer and to bind Buyer thereto. This Agreement and all documents to be executed hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms and conditions. Further, any assignment(s) made by Buyer of Buyer's rights, title and interests in this Agreement shall be binding upon any assignee of Buyer with respects to all terms and conditions referenced within this section.

21.2 **Buyer's Qualification.** Buyer is experienced in the ownership, operation and maintenance of apartment complexes and is experienced in obtaining public and/or private financing for the acquisition and operation of multi-family housing.

22. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

23. **No Recordation.** Neither Buyer nor Seller shall, without the prior written consent of the other, record or cause to be recorded against the Property any notice or memorandum of this Agreement or any option to any interest in the Property.

24. **Assignment.** The rights and obligations of Buyer under this Agreement may be assigned in whole or in part, without the prior consent of Seller, to any affiliate of Buyer or partnership controlled by Buyer or any such affiliate, which will be created to serve as the owner for the Property, or with the written consent of Seller, which shall not unreasonably be withheld, to any other person or entity. The Seller and the Buyer may assign this Agreement to a third party only with the prior written consent of the other party. Any assignment made in violation of this provision shall be null and void.

25. **Eminent Domain Proceedings.** If at any time during the term of this Agreement all or any portion of the Property or an interest therein is threatened with condemnation or legal proceedings are commenced under the power of eminent domain or any notice of intended condemnation or proceedings in the nature of eminent domain are filed, then Seller shall notify Buyer of same in writing and, Buyer shall, within fifteen (15) days of the date of such notice, elect to either (i) proceed to Closing, in which event Seller shall assign to Buyer all rights to receive condemnation proceeds and awards, or (ii) terminate this Agreement and cancel the Escrow by giving written notice to Escrow Agent and the other party. In the event that Buyer shall not have made such election within said fifteen (15) days, then Buyer shall be deemed to have cancelled pursuant to this section. Upon any termination of this Agreement in accordance with the provisions of this Section, all documents held by Escrow Agent shall be returned to the respective parties who deposited the same, Seller and Buyer shall each pay one-half (½) of all title and escrow cancellation charges, the Earnest Money Deposit shall be returned to Buyer and each party shall be excused from any further obligations hereunder or liability to the other party.

26. **Fire or Casualty.** Prior to the Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, flood, landslide, fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this Section. If, prior to the Closing, any part of the improvements which is part of the Project is damaged or destroyed by earthquake, flood, landslide, fire or other casualty, Seller shall immediately notify Buyer of such fact. If such damage or destruction is Material (as such term is defined in this Section 26 below) and the damage or destruction cannot reasonably be repaired prior to the anticipated Closing Date, Seller or Buyer shall have the option to terminate this Agreement upon written notice to the other party given not later than thirty (30) days after receipt of either party's notice. For purposes of this Section 26, *Material* shall be deemed to be any damage or destruction to the Property where the cost of repair or replacement is estimated to be One Hundred Thousand Dollars (\$100,000.00) or more. If this Agreement is terminated in accordance with the provisions of this Section, then effective as of the date of such notice, this Agreement shall be deemed canceled, the Earnest Money Deposit shall be returned to Buyer and

the parties shall have no further obligations hereunder. In the event of such termination, Seller and Buyer shall each pay one-half of any cancellation charges levied by Escrow Agent or the Title Company. If the casualty is not Material, neither party shall have the right to terminate this Agreement, but Seller shall pay any deductible associated with such loss and shall assign and turn over, and Buyer shall be entitled to receive and keep, all insurance proceeds payable to Seller or Buyer with respect to such damage or destruction (which shall then be repaired or not at Buyer's option and cost), and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price. If Buyer does not elect to terminate this Agreement by reason of any casualty, Buyer shall have the right to participate in and direct any adjustment of the insurance claim. In the event that any loss, Material or otherwise is uninsured or the insurance company denies payment of just compensation for such loss, Buyer shall have the right to terminate this Agreement. Upon such termination, the Earnest Money Deposit shall be returned to Buyer, the parties shall have no further obligations hereunder and Seller shall pay any cancellation charges levied by Escrow Agent or the Title Company.

27. **Time of Essence.** Time is of the essence of every provision of this Agreement in which time is an element. However, if all conditions to Closing have not been met by the agreed Closing Date, Escrow Agent shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Upon receipt of any such demand, Escrow Agent shall notify the other party of said demand, shall immediately cancel the Escrow without any further instruction from any party, and the Earnest Money Deposit shall be released in accordance with the terms of this Agreement.

28. **Survivability.** All covenants of Buyer or Seller which are expressly intended hereunder to be performed in whole or in part after the Closing and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Seller or Buyer. Seller and Buyer each expressly waives any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement.

29. **Broker's Commission.** Seller and Buyer each represent to the other that, to the best of its knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend, save and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying party in connection with the transactions covered by this Agreement.

30. **Waiver, Consent and Remedies.** Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by

the other party with any breach or provision voluntarily waived under this section where such rescission of waiver is not otherwise inconsistent with this Agreement. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified in this Agreement, (i) all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other, and (ii) either party may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

31. **Attorney's Fees.** If either Buyer or Seller shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of the Agreement, the unsuccessful party shall pay to the Prevailing Party (as such term is defined in this Section 31 below) the Prevailing Party's reasonable attorney's fees, which shall be payable whether or not any action is prosecuted to judgment. The term ***Prevailing Party*** shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

32. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and (i) delivered to an officer or duly authorized representative of the other party in person or (ii) by Federal Express or other national commercial delivery or courier service that provides written confirmation of delivery for next business day delivery, and addressed to the party for whom intended, as follows:

If to Seller: Housing Authority of the City of Westminster
Attention: Brent McFall
c/o City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031
Facsimile No: 303-658-2010
Email: bmcfall@cityofwestminster.us

If to Buyer: Volunteers of America National Services
c/o Volunteers of America, Inc.
1660 Duke Street
Alexandria, Virginia 22314
Attn: Robin Keller
Facsimile No.: 703-341-7002
Email: rkeller@voa.org

with a copy to: Volunteers of America National Services
c/o Volunteers of America, Inc.

1660 Duke Street
Alexandria, Virginia 22314
Attn: General Counsel
Facsimile No.: 703-341-7002
Email: dbowman@voa.org.

Any party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent as aforesaid, the same shall be deemed served or delivered on the date (i) of actual receipt, if personally served, or (ii) of delivery, if by Federal Express or other national commercial delivery or courier service. Notices to be given as above noted as "With a copy to:" shall be given as a courtesy only and delivery shall be complete without delivery or receipt of such courtesy notice.

33. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

34. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

35. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

36. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Colorado. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in the County of Denver, Colorado, and the parties hereto agree to submit to the jurisdiction of such court.

37. **Invalidity of Provision.** If any court determines that any provision hereof is unenforceable, it is the intention of the parties hereto that this Agreement shall not thereby be terminated but that the court reform this Agreement to the extent required to make it valid and enforceable, to the extent such reformation may be accomplished without materially and adversely affecting intended benefits and burdens of the parties under this Agreement.

38. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both Buyer and Seller.

39. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile (fax) transmission of a signed copy of this Agreement or any addendum or amendment thereof and the retransmission of any signed fax shall be the same as delivery of an original.

40. **Exhibits.** All exhibits to this Agreement are incorporated herein by this reference.

41. **Date of Performance.** If the date on which any performance required hereunder is other than a business day in the State of Colorado, then such performance shall be required as of the next following business day.

44. **Time for Acceptance.** This Agreement shall be null and void if a fully-executed copy is not returned to Buyer by 5:00 p.m., Eastern Standard Time, _____, _____, 2011.

[One signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER: HOUSING AUTHORITY OF THE CITY OF WESTMINSTER,
a non-profit public housing authority organized pursuant to Colorado Revised Statutes, Sections 29-4-201 et seq.

By: _____
Name: _____
Its: _____

BUYER: VOLUNTEERS OF AMERICA NATIONAL SERVICES,
a Minnesota nonprofit corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

SUB: WESTMINSTER HOUSING AUTHORITY SUBD FLG 1 BLK:1 LOT:1 DESC: TOG WITH PT OF THE SW4 OF SEC 32/2/68 DESC AS FOLS BEG AT W4 COR SD SEC 32 TH E 1682/54 FT TH S 161/08 FT TO THE TRUE POB TH CONT S 25 FT TH E 270/51 FT TH N 25 FT TH W 270/51 FT TO THE POB 32/2/68

TO BE VERIFIED BY ESCROW AGENT/TITLE COMPANY UPON RECEIPT OF PRELIMINARY TITLE COMMITMENT.

**EXHIBIT “B”
TO
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

Project Documents

(a) All permits, licenses and approvals, including, without limitation, certificates of occupancy and business licenses, issued by any government body or agency having jurisdiction over the Property, relating to the ownership and/or operation of, or Seller’s operations with respect to, the Property;

(b) All Leases, form of leases, Service Contracts, management contracts, maintenance and repair contracts, pest control contracts, snow removal contracts, leasing contracts and any and all other contracts and agreements, recorded or unrecorded, affecting the Property, or any portion thereof, of the Seller;

(c) [intentionally omitted];

(d) Any existing surveys, as-built construction drawings, plans and specifications, blueprints, engineering reports, environmental and geotechnical reports or other plans, drawings, reports or studies regarding the condition, construction, physical condition and operation of the Property;

(e) Existing title insurance policies or commitments for such policies related to the Property and copies of all exceptions thereto;

(f) Evidence of the availability of adequate utility services to the Property together with any bills therefore for at least the past twelve months and any written notices of termination or impairment in the furnishing of or an increase in rates for services to the Property of water, sewer, gas, electric, telephone, drainage and other utilities services;

(g) Warranties in possession from third parties relating to the condition of the improvements constructed on the Property including, for example, warranties for roofs, plumbing, mechanical, electrical, heating and air conditioning systems, landscaping, paving, equipment and appliances;

(h) All audited, if any, and unaudited financial and operating statements for the calendar years 2008, 2009, 2010 and the year-to-date, including any financial statements filed with any state or federal government agency;

(i) Current operating budgets for the Property;

(j) Any existing appraisals, market studies, rent comparability studies or similar evaluations of the Property;

(k) The rent rolls for the Property indicating the Rents and terms of the Leases for all apartments, Rents collected, any Delinquent Rents and all security deposits;

(l) An inventory of all personal property on the Property or owned by Seller relating to the Property, including, without limitation, all fixtures, furniture and equipment;

(m) A list of employees working for the Seller or at the Property, describing their positions, salaries and benefits;

(n) Copies of all liability, casualty and other insurance certificates covering the Property and the Seller;

(o) Copies of lien waivers from all contractors and subcontractors for materials or labor provided in connection with the Property if such contractors or subcontractors remain eligible under applicable law to file liens against the Property as of the date of this Agreement;

(p) Copies of all notes, loan agreements, mortgages/deeds of trust, security agreements, financing statements, guaranties, regulatory agreements, mortgage insurance contracts and similar documents relating to the mortgage loans and other loans secured by or made to the Property or Seller if such loans involve or are related to the Property;

(q) Documentation related to any other liability involving or related to the Property;

(r) A list of all litigation, proceedings or investigations pending or threatened against the Seller or adversely affecting the Property;

(s) Copies of any inspection reports, management reviews, or other studies, reviews or inspections from HUD and any other federal, state, city or local agency received in the most recent four (4) years;

(t) A copy of any and all HAP Contracts and other contracts or agreements by which rent subsidies under any statutory provision or program are provided to the Property, including the original contract and all subsequent renewals and amendments and all material documents and correspondence relating thereto.