



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
 - A. Designation of Official Places to Post Public Notices
 - B. Ratify 2013 Gasoline and Diesel Purchase for City Vehicles
 - C. Fleet Maintenance Cumulative Fuel Purchases of Over \$50,000
 - D. Third Amendment to the Agreement for Landscape Maintenance Services for Median Plant Replacement
 - E. Memorandum of Understanding between RTD and Stakeholders regarding the Northwest Area Mobility Study
 - F. Second Reading of Councillor's Bill No. 50 re Citylife Church Lease Agreement at the Ice Centre at the Promenade
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re the Marion-Wilkins-Ward Barn and Windmill Site Local Historic Landmark Application
 - B. Resolution No. 1 re Designate the Marion-Wilkins-Ward Barn and Windmill Site as a Local Historic Landmark
 - C. Public Hearing re The Registry (LongsView) Development and the Northridge at Park Centre Amendments
 - D. Councillor's Bill No. 1 re CLUP Amendment re the Registry Site and the Northridge at Park Centre Third Replat
 - E. Northridge at Park Centre Third Replat Fourth Amended Preliminary Development Plan
 - F. Northridge at Park Centre Third Replat Third Amended Official Development Plan
 - G. The Registry Third Amended Preliminary Development Plan
 - H. The Registry Official Development Plan
 - I. Resolution No. 2 re 2013 HOME Funding Allocations
 - J. Councillor's Bill No. 2 re Ranch Barn and Pasture Lease Agreement
 - K. Councillor's Bill No. 3 re Refunding Certificates of Participation, Series 2005 (144th Ave. Interchange Projects)
 - L. Councillor's Bill No. 4 re Title XI Housekeeping Amendments re Land Development and Growth Management
 - M. Councillor's Bill No. 5 re Amend WMC Section 1-10-1 re Councillor Election Conformance with Section 1-11-4
 - N. Councillor's Bill No. 6 re Amend WMC Section 1-10-1 re Percentage of Votes Cast for the Election of Mayor
11. Old Business and Passage of Ordinances on Second Reading

- A. TABLED to 2/25/13 – Continued Public Hearing and Action on the Second Amended Preliminary Development Plan and the Eighth Amended Official Development Plan for the Hyland Village Subdivision

12. Miscellaneous Business and Executive Session

- A. City Council

13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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



WESTMINSTER
Strategic Plan
2012-2017
Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

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



FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Institutionalize the core services process in budgeting and decision making
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



SAFE AND SECURE COMMUNITY

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



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

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



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

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



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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 17, 2012, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of December 10, 2012, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported this was City Council's last meeting of 2012. City offices would be closed in observance of Christmas on Tuesday, December 25 and in observance of New Years Day on Tuesday, January 1.

After tonight's meeting, a post-meeting would be held in the Council Board Room to discuss 2013 Council outreach events with the Public Information Office Staff. The discussion would be followed by a City Council executive session to discuss and provide direction on the proposed acquisition of property for the City's 87th and Wadsworth lift station, pursuant to WMC Sections 1-11-3 (C)(2), (7) and (8), W.M.C., and Sections 24-6-402 (4)(a), (b) and (e), C.R.S. Following adjournment of that session, the Westminster Economic Development Authority Board of Directors would meet in executive session to discuss strategy and progress on negotiations related to the Westminster Urban Center Redevelopment and provide instructions to the Authority's negotiators as authorized by 24-6-402(4)(e), C.R.S.

In conclusion, Mr. McFall thanked City Council for another year of marked successes, perhaps most notably of financial stabilization that put the City in a strong position for the 2013 and 2014 budget years. He looked forward to the opportunities and challenges and wished the Mayor and Council and the community a Merry Christmas and a Happy New Year.

PRESENTATIONS

The Mayor was joined by City Councillors to present the 2012 Digital Cities Survey Award to David Puntteney, Scott Rope, Dan Hord, and Art Rea of the Information Technology Staff. Mayor McNally reported that while Staff could not attend, four members of City Council were privileged to be in Boston when the award had been presented. This was the tenth consecutive year that the City had won the award in the 75,000 to 125,000 population category. Remarkably, ensuring that the Staff and public had the best technological resources available to them was a high priority in the metro Denver area and other cities in the region also had been recognized. With pride the Mayor presented the award and thanked Staff for their expertise.

CITIZEN COMMUNICATION

Lisa Schott and Karla Chavez of Community Enterprises explained the work they were doing in South Westminster to fight obesity and promote healthy lifestyles through nutrition. A letter of support from City Council might be requested in the future.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the November Financial Report; based on the City Manager's report, determine that the public interest would be best served by awarding a one-year contract, with one-year renewal option, for Municipal Court Security Services to G4S Secure Solutions (USA), Inc.; authorize the City Manager to execute a contract for the 2013 Asphalt Pavement Crackseal Project with the low bidder, A-1 Chipseal Company, in the amount of \$108,000 and authorize a contingency of \$5,400 for a total project budget of \$113,400; based on the report and recommendation of the City Manager, determine that the public interest would be best served by ratifying 2012 purchases for contract custodial services with Porter Industries in the amount of \$50,352, DiTirro Building Services in the amount of \$55,080, and KG Clean, Inc. in the amount of \$176,257; authorize the City Manager to execute contracts with the low bidders, KG Clean, Inc. in the amount of \$313,498 and DiTirro Building Services, LLC in the amount of \$56,377, to provide custodial services in City facilities, authorize two additional one-year renewals based on pricing and the contractor's ability to meet the City's performance standards throughout the previous year, and including in these contracts an additional \$5,000 to each custodial services contract for unanticipated, non-scheduled cleaning events, e.g., emergency bio hazard cleaning, flood and water extractions, and increased on-call services above and beyond the regularly scheduled cleaning requirements; find that purchasing below Western States Contracting Alliance pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases and maintenance of networking equipment to upgrade the City's core network infrastructure in an amount not to exceed \$150,000; find that the State of Colorado Microsoft Select pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases of 1000 Microsoft Office 2013 licenses through Insight in an amount not to exceed \$254,654 and authorize the expenditure of \$40,000 for associated training for a total project cost of \$294,654; find that the Western States Contracting Alliance pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases of desktop PCs, laptop PCs, storage hardware, computer servers, printers and software through Dell Computer Corporation in an amount not to exceed \$378,000; authorize the purchase of a new truck-mounted, combination vacuum and high-pressure jet cleaning vehicle (Vactor) and authorize the purchase of a van-bodied, closed-circuit, video televising vehicle (CCTV) for a total dollar amount of \$585,254; authorize the City Manager to enter into a second amendment to the agreement, in substantially the same form as attached to the agenda memorandum, with Brothers Redevelopment Inc. to continue administering the Minor Home Repair Program and proceed with proposed modifications to the improvement eligibility list; authorize the City Manager to sign contracts for legal services on an as-needed basis with Ritsema & Lyon, LLC and Thomas, Pollart, and Miller, LLC in connection with Workers' Compensation claims, noting that contracts shall not exceed \$50,000, based on recommendation of the City Manager that the public interest would be best served by the award of these contracts on a negotiated basis; authorize the City Manager to sign a contract with Sherman and Howard, LLC for special legal services in connection with environmental regulatory compliance and related matters in an amount not to exceed \$2,600; and authorize the City Manager to sign a one-year contract with the option of three additional one-year renewals for legal services with Carlson, Hammond & Paddock, LLC, in connection with stormwater quality issues for the year 2013, including optional annual renewals of the agreement for up to three years, with the condition that the total costs not exceed \$2,500 annually.

It was moved by Councillor Major, seconded by Councillor Kaiser, to approve the consent agenda as presented and distributed. The motion carried with all Council members voting favorably.

COUNCILLOR'S BILL NO. 50 AUTHORIZING CITYLIFE CHURCH LEASE AT THE ICE CENTRE

Upon a motion by Councillor Briggs, seconded by Councillor Lindsey, the Council voted unanimously on roll call vote to pass Councillor's Bill No. 50 on first reading to authorize the City Manager to sign a lease agreement between the City of Westminster, Hyland Hills Park and Recreation District (through its Recreational Facilities enterprise) and Citylife Church d/b/a Redemption City Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.

RESOLUTION NO. 40 AUTHORIZING IGA WITH CDOT FOR I-25 NORTH MANAGED LANES

It was moved by Mayor Pro Tem Winter and seconded by Councillor Lindsey to adopt Resolution No. 40 authorizing the City Manager to execute an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) pertaining to the I-25 North Managed Lanes Project and authorize the payment of \$500,000 to CDOT over the three-year period, 2013-2015.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Councillor Kaiser and seconded by Councillor Briggs to adjourn. The motion passed and the Mayor adjourned the meeting at 7:16 p.m.

ATTEST:

City Clerk

Mayor



Agenda Item 8 A

Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Designation of Official Places to Post Public Notices

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Designate the bulletin board in the lobby of City Hall and the City of Westminster website as the locations for posting public notices of official meetings of the City Council, the Westminster Housing Authority, the Westminster Economic Development Authority, Special and General Improvement Districts, and the City's Boards and Commissions pursuant to Section 24-6-402 (2)(c), C.R.S. of the Colorado Open Meetings Act.

Summary Statement

- The referenced section of the Colorado Open Meetings Act provides that the places where notices of official public meetings are posted shall be designated annually by the governing body at its first regular meeting of each calendar year.
- The City Council is the governing body of the City, and is also the governing body of the City's Special and General Improvement Districts (pursuant to Section 31-25-609, C.R.S.), the Westminster Housing Authority (pursuant to Section 29-4-205, C.R.S.), and the Westminster Economic Development Authority (pursuant to Section 31-25-114, C.R.S.).
- City Staff posts all notices of City Council meetings and study sessions, all Special and General Improvement Districts, all Westminster Economic Development Authority meetings, all Westminster Housing Authority meetings, and other official public meetings on the bulletin board across from the cashiers' counter in the lobby of City Hall. Identical notifications are posted on the City's website.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council concur with the designation of the City Hall lobby bulletin board and City of Westminster website as the locations for posting public notices for official meetings?

Alternative

Identify other locations for posting public notices. This is not recommended as the City Hall bulletin board and City website serve the purpose of providing public notice.

Background Information

The Open Meetings Act, more commonly called the Colorado Sunshine Act, provides that the public place or places for posting public notice of meetings shall be designated annually at the local governing body's first regular meeting of each calendar year. Historically, notices have been posted in paper format on the City Hall lobby bulletin board and electronically on the City's website. This process appears to work well as a means of providing public notice of upcoming agenda items, and the Staff recommends the continuing designation of these locations.

Remaining compliant with State statutes is key to City Council's strategic goal of being a Financially Sustainable City Government Providing Exceptional Service.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Ratify 2013 Gasoline and Diesel Purchase for City Vehicles

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Ratify the 2013 contracted purchase for 192,000 gallons of unleaded, E-10 gasoline from Hill Petroleum to be delivered to City sites for a cost not to exceed \$553,232, and ratify the 2013 purchase for 93,000 gallons of #2 ultra low sulfur diesel from Hill Petroleum to be delivered to City sites for a cost not to exceed \$293,777.

Summary Statement

- The City of Westminster uses approximately 220,000 gallons of gasoline and 120,000 gallons of diesel fuel annually.
- During 2012, approximately 95% of the gasoline used by the City of Westminster was purchased through Fleet Maintenance Division’s Commodities Fuel Account on a pre-determined fuel contract with Chief Petroleum.
- During 2012, diesel fuel for the City of Westminster was purchased through Fleet Maintenance Division’s Commodities Fuel Account on “spot pricing” where three quotes were solicited for each load of fuel taken. No contract price for diesel was negotiated in 2012.
- Fuel contract lock timelines have changed in the past few years; most notably in the amount of time the purchaser has to make a decision. While previously a fuel vendor could wait days for a purchaser to decide whether or not to lock in a price, in today’s fast-paced futures market, the purchaser needs to respond immediately.
- As described in an October 15, 2012 Staff Report, City Staff decided to use a “strike price” approach where the Fleet Manager is pre-authorized to lock in futures fuel prices when the price per gallon decreases to a specific per gallon cost. Once the purchase was made, City Council would be asked to ratify the purchase contract at a subsequent City Council meeting.
- The 2013 prices for gasoline were locked on November 29, 2012, and the 2013 prices for diesel fuel were locked on December 14, 2012, as futures fuel prices for both products declined.
- The \$553,232 represents the costs for approximately 90% of Westminster’s 2013 gasoline consumption and the \$293,777 represents the costs for approximately 80% of Westminster’s 2013 diesel consumption based on historical 2012 use. The projected gasoline cost is based on the lowest bid price of \$2.871 per gallon for transport loads and \$2.921 for tank wagon loads. The projected diesel cost is based on the lowest bid price of \$3.1589 per gallon for transport loads and \$3.1589 for tank wagon loads.
- City Council approved \$1,117,250 in the 2013 Fleet Maintenance Fund Budget to purchase both gasoline and diesel fuel.
- The 192,000 gallon purchase for gasoline and 93,000 gallon purchase for diesel will be acquired for under the City of Westminster’s \$3.00 per gallon gasoline and \$3.25 per gallon diesel “strike price” shared with City Council in the October Staff Report.

Expenditure Required: Not to exceed \$847,009

Source of Funds: Fleet Maintenance Funds

Policy Issue

Should City Council ratify a fixed price agreement for gasoline and diesel fuel purchases for 2013?

Alternative

The City could buy fuel on a spot market bid, as it purchased diesel fuel in 2012. This is not recommended, as fuel prices on spot market can move up and down, based on remote factors such as worldwide political activity and weather trends in the Gulf Coast. Additionally, contracted fuel is a guaranteed take-or-pay supply that assures a “first at the pipe” priority over fleets that purchase on spot pricing.

Background Information

The last time the City of Westminster entered a fuel contract lock price was 2011 for the 2012 budget year. In the last two years, the speed with which fuel contract transactions happen has increased, leaving decision time to lock a contract often to mere minutes. In comparison to the days, or even weeks of decision time to lock a contract in years past, municipal fleets need to be able to react to short term dips in fuel pricing. Municipal fleets are a primary user of fuel contracts because fuel contracts not only secure a price within the fleet’s budget, it also creates a “first at the pipe” priority assuring fuel supply over fleets that purchase on spot pricing. For example, as refineries decrease fuel production for maintenance, customers holding contracts are first to receive their allotted fuel delivery. The City was purchasing diesel fuel on the spot market in 2012. As such, the City of Westminster was more susceptible to fuel shortages. While spot purchasing allows the City to take advantage of price decreases, the City also pays market price when prices soar.

The City’s vehicle fleet uses approximately 340,000 gallons of motor fuel annually. Gasoline use is highest at 220,000 gallons, while diesel fuel use averages 120,000 gallons. Approximately 10% of 2013 gasoline purchases and 20% 2013 diesel purchases for 2013 is expected to be purchased on spot market. Fuel is dispensed at three City locations: the Municipal Service Center (MSC), Big Dry Creek Facility (BDC) and City Park. Only the MSC has large enough storage capacity to receive full transport deliveries. A full transport load of gasoline is 8,500 gallons, while a full transport load of diesel fuel is 7,500 gallons. These fuel quantities and ability to accept them are important, as fuel contract prices are based on full transport loads and monthly consumption. The fuel tanks at BDC and City Park are smaller, so deliveries are not shipped in transport load sized trailers, but are shipped via “tank wagons.” A tank wagon is a straight truck with an attached tank whose volume is less than transport loads. A tank wagon delivery can cost as much as 10 cents per gallon more than a contracted price.

Determining the amount and type of fuel issued at each City fuel location and the method used to deliver that fuel, along with the fuel budget number, enabled Staff to develop the strike price for 2013 fuel contracts. With the 285,000 gallon purchase, both gasoline and diesel for 2013 will be acquired for less than the City of Westminster’s \$3.00 per gallon and \$3.25 per gallon “strike price” that was shared with City Council in a Staff Report on October 15, 2012.

The City of Westminster uses an E-10 blend of unleaded gasoline: 10% ethanol and 90% gasoline. The City of Westminster also uses an Ultra-Low Sulfur #2 diesel fuel, with winter additives to protect against fuel gelling during cold weather. These blends are standard fuel blends along the Front Range. Fleet Maintenance began soliciting futures prices for 152,000 gallon transport trailer fuel loads and 40,000 gallon tank wagon loads of E-10 gasoline in November 2012 as costs started trending downward. Then in December 2012, the Fleet Maintenance Division began soliciting futures prices for 59,000 gallon transport trailer fuel loads and 34,000 gallon tank wagon loads of diesel fuel in mid-December as those costs started trending downward. Three vendors were solicited: Chief Petroleum, Gray Oil Company and Hill Petroleum. Each vendor has government contracts that outline all criteria for fuel quality and delivery. Hill Petroleum’s pricing represents the low bid for both the 192,000 gallons of gasoline and 93,000 gallons of diesel fuel.

Quoted fuel pricing from each vendor is as follows:

	Chief Petroleum	Gray Oil Company	Hill Petroleum
E-10 Transport Load	\$3.010627188 / Gallon	Gray Required exact monthly QTYS No Bid	\$2.871 / Gallon
E-10 Tank Wagon Load	\$3.110627188 / Gallon	Gray Required exact monthly QTYS No Bid	\$2.921 / Gallon
Diesel Transport Load	“No Bid since E-10 was awarded to Hill”	Gray Required exact monthly QTYS No Bid	\$3.1589 / Gallon
Diesel Tank Wagon Load	“No Bid since E-10 was awarded to Hill”	Gray Required exact monthly QTYS No Bid	\$3.1589 / Gallon

This contract for fuel purchases meets Council’s Strategic Plan goals of Safe and Secure Community and Financially Sustainable City Government by keeping the City’s fleet on the street and maintaining service levels at a reasonable cost.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
January 14, 2013



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

Prepared By: Jeffery Bowman, Fleet Manager

Recommended City Council Action

Determine that the public interest will be best served by approving Fleet Maintenance cumulative purchases in 2013 with Chief Petroleum, Gray Oil and Hill Petroleum for total fuel purchases not to exceed \$1,117,250 total among the three vendors.

Summary Statement

- The Westminster Municipal Code requires that all purchases over \$50,000 be brought to City Council. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$50,000.
- The Fleet Maintenance Division is purchasing 285,000 gallons of fuel via a futures contract method, competitively bid and awarded to Hill Petroleum totaling \$847,009, in 2013.
- Historic fuel use averages 340,000 gallons annually, so the remaining non-contracted fuel may equal 55,000 gallons. Staff is asking for approval of purchases not to exceed \$1,117,250, which includes the \$847,009 included in the Hill Petroleum contract for 2013, among all three vendors through 2013.
- Adequate funds are appropriated in the 2013 Fleet Maintenance Commodities Fund and are available for the needed purchases.

Expenditure Required: \$1,117,250

Source of Funds: 2013 Fleet Maintenance Fund

Policy Issue

Should Council approve the cumulative purchase of vehicle fuel from various vendors that total over \$50,000 per vendor, but not to exceed \$1,117,250 in 2013?

Alternative

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

Background Information

Fleet Maintenance uses a variety of fuel vendors to provide no-lead gasoline and #2 diesel fuel in City vehicles. The 2013 Fleet Maintenance Commodities budget contains \$1,117,250 in the line item for vehicle fuel. Beyond the 285,000 gallon quantity outlined in the 2013 futures contract with Hill Petroleum, additional on-going purchases will be necessary and will include routine, competitively bid fuel deliveries.

Fleet Maintenance has three vendors that are used on a regular basis. Any one of the three vendors (Chief Petroleum, Gray Oil and Hill Petroleum) could be awarded individual spot bids totaling 55,000 gallons. While the futures contract is the primary fuel acquisition method in 2013, spot pricing will provide timely, reasonably-priced deliveries of fuel for the City. When spot fuel deliveries are necessary, prices are requested from three vendors and the low price for the day is awarded the purchase. Spot pricing also allows fluctuation of up to 20% fuel use above the futures contract.

Staff anticipates that it will be purchasing fuel from all three vendors throughout the year that will surpass \$50,000 each, but not exceed \$1,117,250 total.

This recommended approach to purchasing fuel helps achieve the City Council's Strategic Plan Goals of "Safe and Secure Community" and "Financially Sustainable City Government" by providing the basic resources necessary to ensure the timely response to emergency calls and provide other City services in a cost effective manner.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Third Amendment to the Agreement for Landscape Maintenance Services for Median Plant Replacement

Prepared By: Marty Chase, Parks Contract Maintenance Specialist
Richard Dahl, Park Services Manager

Recommended City Council Action

Authorize the City Manager to sign a third amendment to the landscape maintenance services contract with CoCal Landscape Services, Inc. to increase, on a one-time basis, the current maintenance contract for median plant replacement at a cost not to exceed \$177,000.

Summary Statement

- The City currently has a multi-year maintenance contract, approved by City Council on December 13, 2010, with CoCal Landscape Services, Inc. In 2012, CoCal Landscape Services, Inc. completed new City landscaping projects on Huron Boulevard, between 128th Avenue and the City's Big Dry Creek Wastewater Treatment Facility.
- Staff from the City's Parks, Recreation and Libraries Department has identified several existing medians in the City that are in need of plant replacement. The medians identified for this proposed amendment to the contract are located on 104th Avenue, between Sheridan Boulevard and US36. Any remaining funds will be used for the medians along Sheridan Boulevard, between 100th Avenue and 92nd Avenue.
- Typically, when these areas are replanted, the City requires a warranty on the plant materials for one year. Companies doing the installation of the plant material will not warranty the plant material if they cannot control the maintenance and watering schedule. Allowing the City's selected maintenance contractor to provide the plant material and installation will assure that the one-year warranty will be honored.
- A total of \$177,000 has been designated in the General Capital Improvement Program Median Renovation Account for landscape repairs in 2013.

Expenditure Required: \$177,000

Source of Funds: General Capital Improvement Fund – Median Renovation

Policy Issue

Should the City amend the existing maintenance services contract with CoCal Landscape Services, Inc. to allow the replacement, maintenance and warranty these plants as part of their current multi-year contract?

Alternatives

1. City Council could choose not to approve the amendment to the existing CoCal Landscape Services, Inc. agreement to do this work and require that the work then be bid out. Staff does not recommend this as the work would not be under warranty if bid out to a second contractor. This is due to potential conflicts in the watering and maintenance schedule between the installation contractor and the maintenance contractor regarding the responsibility for any dead plant material. CoCal Landscape Services, Inc. is currently working under a low bid contract and has a good work history with the City and was also the original contractor on the 104th Avenue medians.
2. City Council could choose not to authorize the median rehabilitation bid and leave the medians in their current condition until a later date. Staff does not recommend this as the 104th Avenue medians are located in a major thoroughfare for the City. Staff recommends pursuing the plant replacements to maintain a visually pleasing corridor.

Background Information

The City of Westminster's landscaped median development has increased over the past ten years as various street beautification projects have been completed. No new median construction has been added in the past two years, but many of the older medians, such as those located along 104th Avenue, have suffered from plant dieback (especially after this past summer's drought), and damage from multiple traffic accidents. The Parks, Recreation and Libraries Department maintains over 18 miles of medians throughout the City and adds or replaces plant material based on need, available resources and priority status, usually determined by age and condition, each year.

Funds have accumulated in the CIP Median Renovation account so that Staff can pursue replacing the plant material within the 104th Avenue medians, located between Sheridan Boulevard and US 36. The medians being renovated with new plant material were originally constructed in 2002 and have not received any updates except for tree replacements due to vehicle accidents. These medians are an important landscape feature and are adjacent to some of the City's most important recreation, entertainment, hotel and travel corridors thereby moving them to the top of the priority list for renovation projects.

If there are any remaining funds, Staff will use these to replace plant material along Sheridan, between 100th and 92nd Avenues. The City's existing landscape maintenance services contract with CoCal Landscape Services, Inc was bid through the City's purchasing agent using the established competitive bid process. Under the terms of this contract, repairs to irrigation, vandalism, and other associated items and/or added maintenance areas are on a time-and-materials cost basis above and beyond the base bid. These costs are limited to a maximum of 20% of the base bid and currently do not exceed the funds allocated for these services. The length of the existing contract is for up to three years (2011-2013).

Using the current contractor to plant, maintain and warranty the installations fits within the existing current contract duties and provides a seamless and more efficient operation of services. Replacing the plant material will also include basic items such as mulch, weed fabric, soil preparation, and steel edger.

SUBJECT: Landscape Maintenance Services Agreement for Median Plant Replacement Page 3

This project meets City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services," "Vibrant Neighborhoods In One Livable Community" and "Beautiful and Environmentally Sensitive City" by providing a well-designed and maintained City facility.

Respectfully submitted,

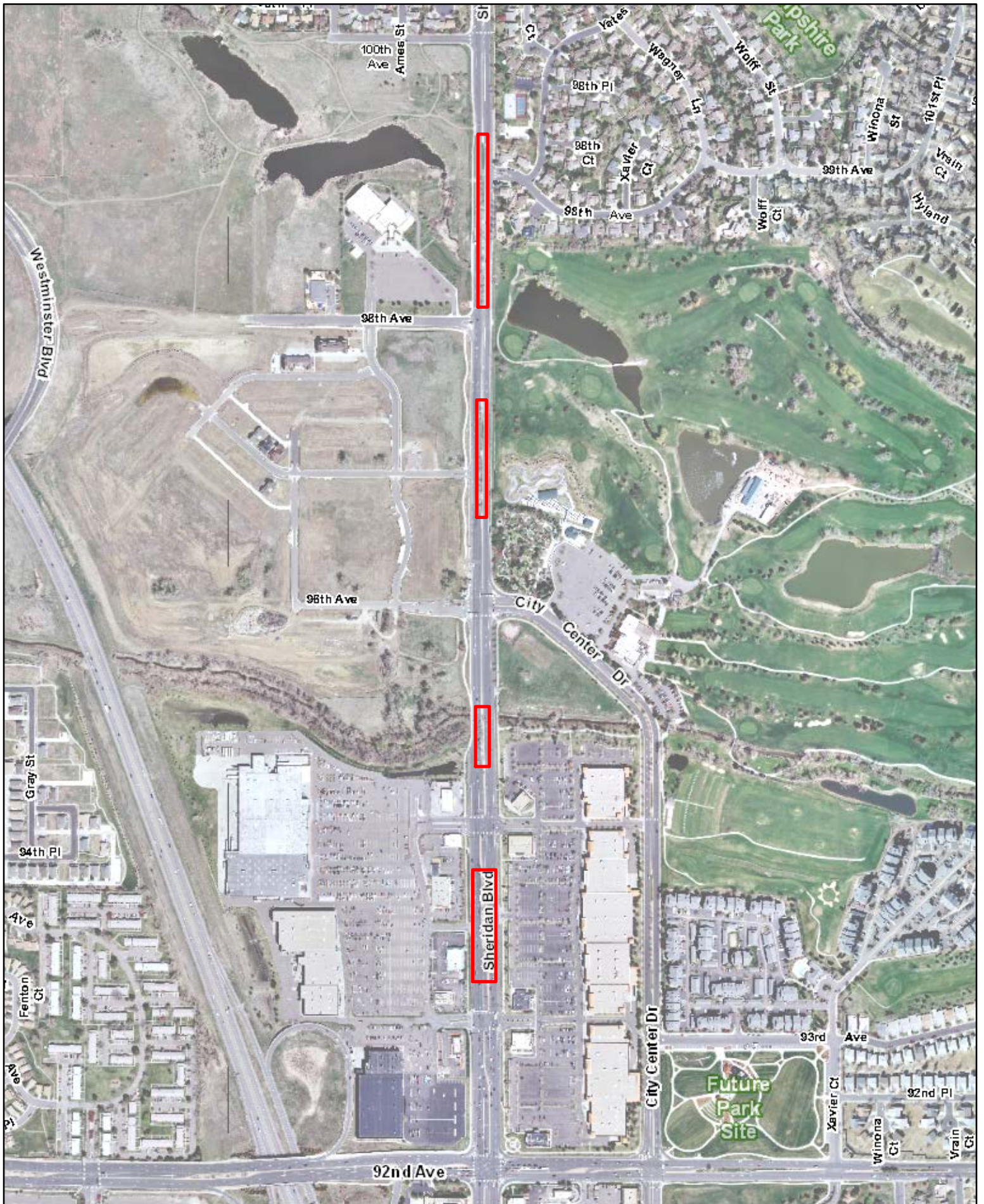
J. Brent McFall
City Manager


Attachments - Three Maps



Planting Areas

104th Ave.-Sheridan Blvd to US 36

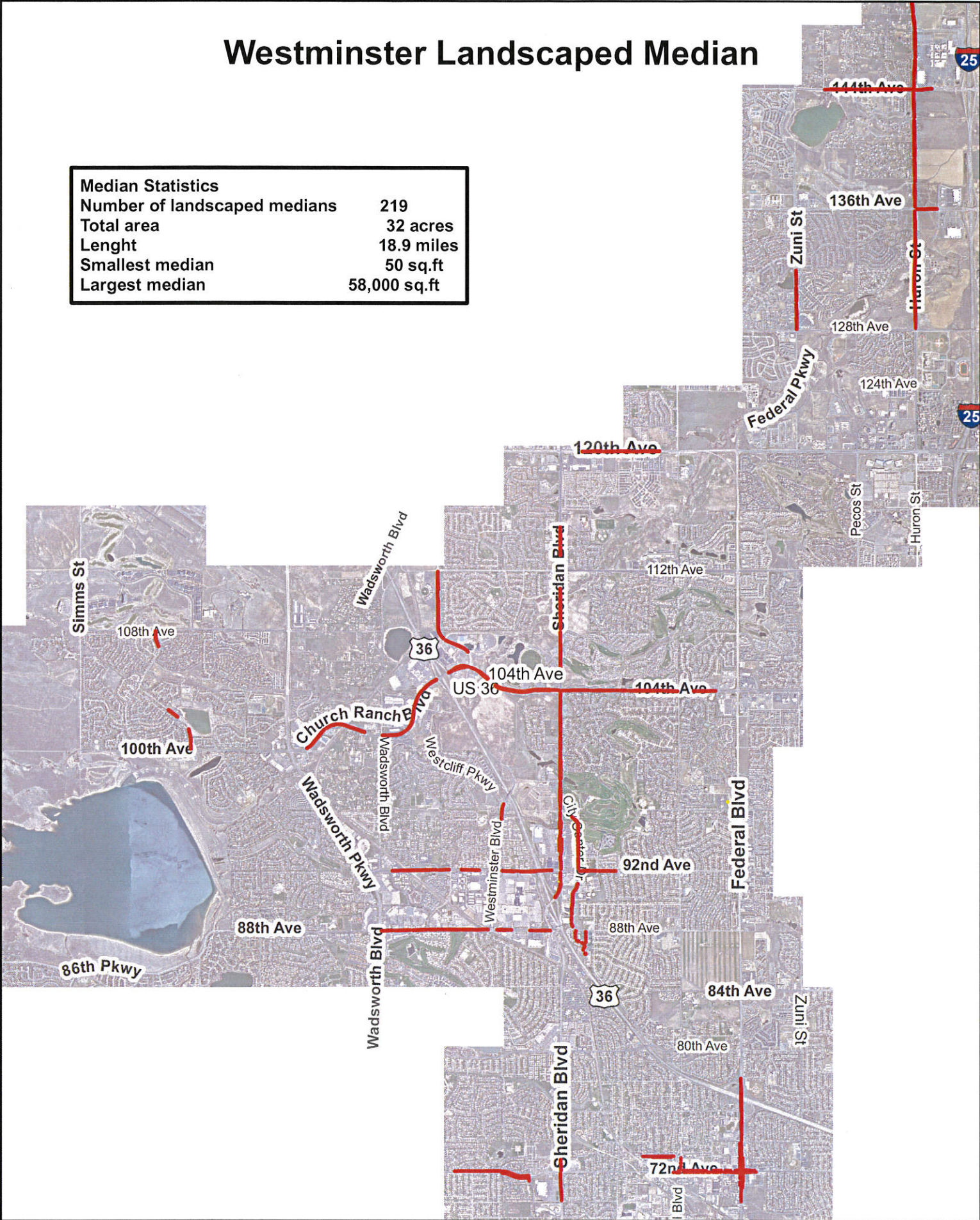



Planting Areas

Sheridan Blvd -100th Ave. to 92nd Ave.

Westminster Landscaped Median

Median Statistics	
Number of landscaped medians	219
Total area	32 acres
Length	18.9 miles
Smallest median	50 sq.ft
Largest median	58,000 sq.ft



 Landscaped Medians



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Memorandum of Understanding (MOU) between the Regional Transportation District and Stakeholders regarding the Northwest Area Mobility Study

Prepared By: Aric Otzelberger, Assistant to the City Manager

Recommended City Council Action

Authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Regional Transportation District (RTD) defining commitments and understandings between RTD and Northwest Corridor Stakeholders regarding preparation and implementation of the Northwest Area Mobility Study (NAMS).

Summary Statement

- RTD's FasTracks program has struggled financially due to lower than anticipated revenues, higher than anticipated construction costs and a myriad of other factors. Without additional revenues, RTD does not have financial capacity to complete the remaining components of the FasTracks program, most notably the Northwest and North Metro Commuter Rail lines, until far into the future.
- Northwest Corridor Stakeholders, including the U.S. 36 Mayors and Commissioners Coalition (36 MCC), have been exploring alternative approaches to the Northwest Commuter Rail project and have been asking for information, analysis and further discussion on how to keep the project moving. In response, RTD is funding a \$2 million planning study (NAMS) to be conducted in 2013 to help determine the path forward.
- The purpose of the NAMS is to develop consensus amongst RTD, the Colorado Department of Transportation and Northwest Corridor Stakeholders around a prioritized list of mobility improvements for the Northwest Corridor.
- The attached MOU's purpose is to define commitments and understandings regarding preparation and implementation of the NAMS. The MOU is not a legally binding document.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City sign the MOU with RTD and other Stakeholders expressing the City's interest in collaborating on the NAMS and agreeing in principle to certain general study processes and procedures?

Alternatives

1. The City could decline to sign the MOU, but still participate in the NAMS. This is not recommended, as the common understanding spelled out in the MOU will be helpful in setting some guidelines for the study process and assist in moving the study process forward, which will ultimately help expedite a decision on how to move forward in the Northwest Corridor.
2. The City could decline to sign the MOU and not participate in the NAMS. This is not recommended, as it will be critical to have the City's voice and interests represented in this planning effort. Not participating will diminish the City's ability to work with other stakeholders on determining a prioritized path forward for Northwest Commuter Rail.

Background Information

RTD's FasTracks program has struggled financially due to lower than anticipated revenues, higher than anticipated construction costs and a myriad of other factors. In December of 2011, RTD announced that the cost estimate for Northwest Commuter Rail had increased significantly. In spring of 2012, the RTD Board decided not to place an item on the November 2012 ballot asking voters to support an additional 0.4% sales tax increase to complete the FasTracks program on schedule. Following this decision, the RTD Board committed the remaining financial/debt capacity of the FasTracks program to the I-225 light rail line. Without additional revenues, RTD does not have financial capacity to complete the remaining components of the FasTracks program, most notably the Northwest and North Metro Commuter Rail lines, until far into the future.

Due to this series of events, Northwest Corridor Stakeholders, including the U.S. 36 Mayors and Commissioners Coalition (36 MCC), have been exploring alternative approaches to the Northwest Commuter Rail project and have been asking for information, analysis and further discussion on how to keep the project moving. In response, RTD is funding a \$2 million planning study to be conducted in 2013 to help determine the path forward. Called the Northwest Area Mobility Study (NAMS), the purpose of this effort is to develop consensus amongst RTD, the Colorado Department of Transportation and Northwest Corridor Stakeholders around a prioritized list of improvements for the Northwest Corridor. Specific improvements will be determined and could include smaller segments of rail, an extension of the North Metro rail line to Longmont and potential additional bus rapid transit service (BRT). For each improvement considered, the consultant team will develop base year capital and operational cost estimates, refine ridership estimates of different rail segments and alignments, and conduct fatal flaw analyses of technical, financial, environmental and economic issues related to potential improvements. The consultant team will also be charged with identifying opportunities for innovative and third-party funding sources. A copy of the NAMS Scope of Work is attached for reference.

The current goal is to conduct the NAMS in 2013 in order to utilize its outcomes in RTD's FasTracks Annual Program Evaluation (APE) and the resultant Denver Regional Council of Governments (DRCOG) SB 208 Report. The SB 208 report will be due to DRCOG in early 2014. Also, due to the lack of funding for Northwest Commuter Rail, DRCOG is anticipated to remove Northwest Rail from the Denver Metropolitan Region's Fiscally Constrained Regional Transportation Plan (RTP), which runs through 2035. Depending on the outcomes of the NAMS, certain project elements could potentially be re-instated in the Fiscally Constrained RTP in the future. In addition, the outcomes of the NAMS can help evaluate future federal grant funding opportunities while providing the private sector with helpful information to determine the feasibility of future unsolicited proposals or public/private partnerships.

The attached MOU's purpose is to define commitments and understandings regarding preparation and implementation of the NAMS. The MOU is not a legally binding document, but rather meant to establish the groundwork for effective and efficient collaboration on this study. It is important to note that the first task in the NAMS is to establish a "Stakeholder Involvement Plan." This will be accomplished through a Policy Committee and Westminster will have a seat on that committee. Many of the nuts and bolts of the planning process will be determined at that time versus being spelled out in the MOU. However, the MOU does touch on a general framework for the process including decision milestones, a public input process from stakeholders on those milestone decisions, a decision making process and general review times. In developing this MOU, RTD did reach out to Northwest Corridor Stakeholders, including the 36 MCC, for input. The 36 MCC's input is reflected in the MOU.

The due date for consultant proposals for the NAMS was January 3rd. RTD and Northwest Corridor Stakeholder representatives are in the process of reviewing submissions. Consultant selection is expected to be finalized in early February.

City Council action on this item, Westminster's participation in this forthcoming study and the eventual completion of the Northwest Rail project supports the Strategic Plan Goals of "Strong, Balanced Local Economy" and "Vibrant Neighborhoods In One Livable Community."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Memorandum of Understanding and Scope of Work for NAMS

December 20, 2012

Memorandum of Understanding (MOU) Between RTD and Stakeholders Regarding the Northwest Area Mobility Study

The purpose of this MOU is to define commitments and understandings between the Regional Transportation District (RTD) and participating agencies regarding the preparation and implementation of the Northwest Area Mobility Study.

The Northwest Area Mobility Study (the “study”) is intended to develop consensus among RTD, the Colorado Department of Transportation (CDOT) and corridor stakeholders, including local jurisdictions and businesses, on cost effective and efficient mobility improvements to serve the Northwest area. The analysis framework for developing a consensus may, as applicable, provide financial and project information for inclusion in RTD’s FasTracks Annual Program Evaluation (APE) and resultant financially-constrained Denver Regional Council of Governments (DRCOG) SB 208 Report; the APE and the SB 208 process will constitute the forum for District-wide consideration of any FasTracks-related study recommendations. Portions of the study addressing elements not included in the FasTracks plan will also be structured to form the basis for Alternatives Analysis/Planning Environmental Linkages Studies or other necessary planning or project documents to the extent possible. The parties acknowledge that they are not limited to considering improvements included in RTD’s 2004 FasTracks Plan (Plan) and a result of the study may be to seek an amendment to the Plan.

It is RTD’s goal that this study will result in a prioritized list of improvements for the Northwest area of the district that has the overall support of RTD, CDOT and project stakeholders.

In order to complete the proposed study in a timely and effective manner, a clear process for decision making must be in place. RTD has authorized and appropriated a project budget of \$2 million for the study. In addition, the scope of work documents a final report due 400 calendar days from the notice to proceed. The parties will develop a detailed schedule and scope that anticipates completion within the authorized scope and budget.

The study hereby incorporates the coordination and cooperation approach described below.

Stakeholder Involvement Plan -- a plan will be created in the first meeting with the stakeholders and approved and adopted by RTD and the stakeholders before proceeding in the study process. The plan will include, but not be limited to, the following procedures/processes:

- *Decision Milestones* -- these milestone decision points will be defined in advance. Milestones anticipated include: (1) developing a list of potential services and improvements in the Northwest area that should be evaluated as part of this study; (2) level of analysis for each; (3) endorsement of data and metrics prepared during analysis of alternatives; and (4) prioritization of the list of services and improvements based on information gathered for the study. Once these decisions are in place, RTD and the stakeholders agree to move forward and not revisit the milestone decisions later in the study.
- *Input* -- prior to a decision milestone the project team will provide information and a recommendation to the stakeholders, including a suggested public input process. Stakeholders would then have a defined period of time in which to determine their position on the milestone decision, incorporating time for the agreed-upon public input process. A decision meeting will be held in which each stakeholder (or group of stakeholders if applicable) provides verbally and in writing their position with regard to the decision. Once a milestone is passed and a decision is made about that milestone, the project team will move ahead and will not reconsider previous decisions without a major change in circumstances or the discovery of previously unknown information.
- *Decisions* -- the project team, including all lead stakeholders, will determine a clear process for making a decision should a consensus not be reached regarding a milestone decision. This might be a voting process, polling process, or some other process but must be defined ahead of time in the Coordination Plan. All reasonable efforts will be expended and sufficient time given to try and reach consensus-based decisions. An alternate decision making process will be utilized only when necessary. If this occurs during the process of making a milestone decision, dissenting opinions will be

documented and recorded in the Final Report. The Technical Committee will provide recommendations to a Policy Committee; the latter will be responsible for making key decisions during the study through voting or some other appropriate means.

- *Review Times* -- a schedule for reviews and input to the decision milestones will be adopted and adhered to. It is anticipated that review times and time for input will typically be limited to 5 to 10 days since the study process needs to be completed within one year. Some review times may be longer if appropriate, especially when members of the Policy Committee have to review items with their respective City Councils or Boards.

In the interest of maintaining effective collaboration between RTD and public agency stakeholders, and the interest of efficiency and limited time, RTD and the public agency stakeholders agree to proceed as described herein.

Dated this 14 day of January, 2013.

Chair, RTD Board of Directors

City of Westminster

City and County of Broomfield

Town of Superior

City of Louisville

City of Boulder

City of Longmont

City of Lafayette

County of Boulder

36 Commuting Solutions

Colorado Department of Transportation

North Area Transportation Alliance

City of Arvada

PART 3

SCOPE OF WORK/SERVICES/TECHNICAL SPECIFICATIONS

Northwest Area Mobility Study Scope of Work (SOW) November 30, 2012

STUDY PURPOSE

The purpose of the Northwest Area Mobility Study (the Study) is to develop consensus among RTD, the Colorado Department of Transportation (CDOT) and corridor stakeholders, including local jurisdictions, on cost effective mobility improvements to serve the Northwest area. The analysis framework for developing a consensus should provide financial and project specificity for RTD's FasTracks Annual Program Evaluation (APE) and resultant Denver Regional Council of Governments (DRCOG) SB 208 Report and be structured to form the basis for Alternatives Analysis/Planning Environmental Linkages Studies to the extent possible.

It is RTD's goal that upon completion of this study, we will have a prioritized list of improvements for the Northwest area of the district that has the overall support of RTD, CDOT and our project stakeholders. For each improvement on this list, the consultant team will develop base year capital and operations and maintenance (O&M) cost estimates and conduct fatal flaw analyses of technical, financial and environmental issues related to the improvements.

The data gathered/developed for this study will be essential in informing future RTD decisions related to the timing for the completion of the FasTracks program that will be grounded in corridor-wide consensus among study stakeholders. This information will help RTD evaluate future federal grant funding opportunities, and will provide the private sector with helpful information for determining the feasibility of future unsolicited proposals or public/private partnerships.

Once a prioritized list of improvements is developed as part of this study, including base year capital and O&M cost estimates, RTD will then conduct financial analyses [as part of the Annual Program Evaluation (APE), not as part of this study], which will reflect various implementation schedules for completing the remaining FasTracks projects (assuming no additional sales and use tax election). Specific timing for completion of the remaining FasTracks projects will be determined by the RTD Board of Directors (RTD Board) through the APE process and will be presented for public comment during RTD Board meetings in late 2013/early 2014, and through the SB 208 submittal due to DRCOG in early 2014.

It should be noted that projects cannot be added or removed from the 2004 FasTracks program without approval by residents through a district-wide election. Therefore, RTD cannot include improvements that are not part of the FasTracks program in the SB 208 report to be submitted in early 2014. However if, as part of this study, RTD and our stakeholders gain consensus that providing cost effective mobility improvements in the Northwest area would require a change to the original FasTracks plan, then RTD staff may present the proposed change in scope to the RTD Board. If the RTD Board approves the proposed change, then RTD may have the option to include the scope change in a future election, if the RTD Board decides to pursue an election at some time in the future. RTD can also consider submitting any new projects, not part of FasTracks, to DRCOG for inclusion in the longer-term 2040 DRCOG Metro Vision Plan, to be funded outside of FasTracks revenues.

WORK SCOPE

Task 1: Lead Stakeholder Involvement/Public Information. In order to ensure a commitment to good faith participation and involvement, and support by all key stakeholders, the planning effort should be developed, and decisions made, through a consensus-based governance structure documented in a plan approved by RTD and the stakeholders. While consensus will be the primary objective of any decision, there may be instances where the consultant team will have to work with RTD and the project stakeholders to make decisions based on an alternative approach.

The stakeholder involvement lead will be responsible for facilitating public information efforts, consensus building and effective communications between all stakeholder parties involved in this study. Stakeholders in the study will include RTD, CDOT, and local affected communities, including:

- Westminster
- Broomfield
- Superior
- Louisville
- Boulder
- Longmont
- Lafayette
- Boulder County
- Arvada
- 36 Commuting Solutions

A Policy Committee will be established consisting of elected representatives from each affected community and a private sector representative(s) that provides direction and input to the study team, and adopts/approves the findings of the study.

A Technical Advisory Committee will be established consisting of staff from member stakeholders and the Denver Regional Council of Governments (DRCOG) that will provide technical direction, review of work plans and products, and provide recommendations to the Policy Group.

Staff from communities and organizations potentially affected by alignments under consideration should be engaged at appropriate times in the study process. These communities/organizations include:

- Erie
- North Area Transportation Alliance (NATA) member communities
- North Front Range Metropolitan Planning Organization
- Colorado Rail Passenger Association
- Northern Colorado Commuter Rail
- Front Range OnTrack

Given the short time frame in which the study will occur (beginning January, 2013 with completion early 2014), this task should focus on gathering information and feedback from the Northwest area policy makers and staff from local jurisdictions and organizations. Information and feedback should come primarily through the two committees identified above. Consultant staff, as part of Task 1, will be required to develop a plan that identifies the number and timing

of the committee meetings. This task will also include a public outreach component with a focus on providing the public with information about the study, and an opportunity to provide input. The proposer will provide a creative, innovative approach for soliciting public input and disseminating public information.

There are three main goals of the public information effort:

- Inform the public about the study and its purpose at the onset of the study;
- Identify existing local government information channels that can be used as opportunities for public engagement;
- Inform the public about the outcome of the study when the study is complete.

A consistent look and feel for all materials and communications related to the study is desired. Therefore, the consultant team will develop a unique identity for this study that represents all stakeholder partners to be used for all materials distributed on behalf of the study.

Task 1 Deliverables: Stakeholder Involvement Plan and Unique Identity for Materials that Represents All Stakeholder Partners

Task 2: Develop List of Improvements and Required Analyses. Develop a list, agreed upon by RTD, CDOT and stakeholders, of specific potential improvements and technical analyses to be included as part of this study under the following topic areas:

- **Northwest Rail:** Phasing options, segment capital and O&M costs, operational strategies and potential alternative alignments along the Northwest Rail Line from the future end of line station in Westminster to Longmont.
- **North Metro Extension of Commuter Rail to Longmont:** Phasing options, segment capital and O&M costs, and potential alternative alignments for the extension of the North Metro Rail Line from the current planned end of line at 162nd Avenue to Longmont as an alternative to extending Northwest Rail from Boulder to Longmont.
- **US 36 Bus Rapid Transit (BRT):** Within the same consultant contract, but as a separate and distinct early action effort from the remainder of the Study, validate needed remaining improvements, including the determination of capital and O&M costs and evaluation of the operating plan, to reflect the RTD 2015 opening day plan and fiscal projections as well as to confirm service levels and fleet requirements needed for 2035 full service plan.
- **Potential Additional BRT:** BRT options along the US119 (Longmont Diagonal) corridor between Boulder and Longmont, the US287 Corridor between Longmont and Broomfield/US 36 Corridor, and SH7, or other potential alternatives, between Louisville/Lafayette, the Northwest I-25 corridor communities and Boulder. The technical analyses for this task shall include the development of base year capital and O&M costs and an evaluation of an operating plan. Options shall include connections to US 36 BRT.
- **High-Level Feasibility Analysis of Reverse-Commute Challenges Between Denver Union Station and US 36:** Examine current extent and future considerations concerning reverse-commute challenges and potential improvements to the current

North I-25 Managed Lanes or other connections between the Denver Central Business District (CBD) and US 36 to accommodate bidirectional use.

It will be the responsibility of the successful consultant team to gain consensus on a list of improvements and required analyses that will not exceed RTD's funding cap for the overall study. While consensus will be the primary objective of any decision, there may be instances where the consultant team will have to work with RTD and the project stakeholders to make decisions based on an alternative approach.

The consultant team will also meet with proponents of alternative technologies that may be applied within the Northwest area, and consider technical analyses necessary for screening those technologies as appropriate. Based on feedback from RTD, CDOT and stakeholders, and based on what the successful consultant team deems possible within RTD's funding cap, the results of Task 2 could include the following evaluations and studies:

- **Northwest Rail:**
 - The needed capital improvements and base year costs required to complete the corridor and those improvements that would be required to allow incremental phasing of the corridor to Westminster Center (88th Avenue), Church Ranch, Broomfield, Louisville, Boulder and Longmont;
 - Forecast potential commuter rail ridership for each segment with and without extension of North Metro rail from 162nd Avenue in Thornton to Longmont (note: RTD will be responsible for all ridership projections, including model development as necessary);
 - Operations, including the base-year operations cost and the operating plan for both full build out and a phased approach;
 - Technical feasibility of single-tracking segments of Northwest Rail;
 - Technical feasibility of utilization of a portion of existing BNSF right of way for single-tracked commuter rail service;
 - Evaluation of rail alignments outside of/adjacent to the BNSF right of way;
 - Compile available information from previous studies, etc. on current and potential future freight traffic in the corridor and how it relates to the movement of freight traffic along the front range.

- **North Metro Extension to Longmont:**
 - Rail opportunities with CDOT through the on-going Interregional Connectivity Study (ICS);
 - Review or develop potential commuter rail ridership with and without the extension of Northwest Rail from Boulder to Longmont from the ICS;
 - Refinement of existing cost estimates of extension, including O&M costs and additional rolling stock if needed;
 - Determine potential impact, if any, on the location of the Longmont Station;
 - Review or develop fiscal and ridership impacts from potential Weld County station with future inclusion into RTD, assuming that portions of Southwest Weld County, similar to the area currently in DRCOG, annex into RTD with station access to the extension.

- **US 36 BRT:**
 - Validate needed remaining capital improvements to implement “rail like” service per BRT Key Elements list presented to the RTD Board on October 16, 2012;
 - Validate needed remaining improvements, including the determination of capital and O&M costs and evaluation of the operating plan to reflect the RTD 2015 opening day plan and fiscal projections as well as to confirm service levels and fleet requirements needed for 2035 full service plan;
 - Develop phased prioritization for remaining FasTracks US 36 BRT Phase 2 commitment.

- **Potential Additional BRT:**
 - Necessary capital improvements, base year capital costs and key program elements that should be included in any potential new BRT corridors;
 - Evaluate extending BRT north of Table Mesa and along the SH119 Corridor between Boulder and Longmont, SH287 between Longmont, Lafayette and Broomfield/US 36 Corridor, and SH7 or a parallel corridor to Erie, Louisville/Lafayette and the City of Boulder, and other routes that may be feasible;
 - Operational improvements, including base year O&M costs;
 - Forecast potential ridership in each corridor with and without Northwest Rail from Boulder to Longmont and extension of North Metro rail from 162nd Avenue to Longmont.

- **High-Level Feasibility Analysis of Reverse-Commute Challenges Between Denver Union Station and US 36:**
 - Ascertain current level, extent and impact of issues involving reverse-commute challenges;
 - Using readily-available, previously-prepared CDOT traffic modeling data, forecast when reverse-commute challenges will become a larger issue and have greater impacts on the travel shed;
 - Identify potential solutions to consider in future, more in-depth analyses (i.e., outside of this Study).

Task 2 Deliverable: List of Improvements and Required Analyses

Task 3: Compile Technical Information/Conduct Technical Analyses. For each item identified and agreed upon under Task 2, compile the following information, either from existing technical documentation or through analyses conducted by the consultant staff:

- Base year costs (capital and O&M, including design support as needed)
- Fatal flaw analysis (including technical, financial and environmental issues)
- Ridership (note: RTD will be responsible for all ridership projections, including model development as necessary)
- Cost effectiveness/affordability
- Economic development implications and impacts
- Pros/cons
- Other evaluative criteria agreed upon by the stakeholders to compare the merits of different improvements.

NOTE: RTD will provide the successful consultant team with all relevant information provided by the BNSF related to the capital and O&M cost of the Northwest Rail Line. RTD requires that specific individuals, or subcontractors, be included on the consultant team that have extensive knowledge and experience working with BNSF, and that would be able to develop credible, third-party rail segmenting scenarios and base year cost estimates for capital and O&M of this rail line.

Task 3 Deliverable: Technical Report

Task 4: Develop Prioritized List of Improvements Identified in Task 2. Based on the results of the analyses compiled under Task 3, work with CDOT and stakeholders to prioritize the list of improvements identified in Task 2.

Task 4 Deliverable: Prioritized List of Improvements

Task 5: Identify Opportunities for Innovative and Third-Party Funding Sources. This task will identify potential opportunities for innovative and third-party funding sources for the highest priority improvements agreed upon by RTD and the stakeholders as part of Task 4. The study should examine private sector financing, value capture, joint CDOT/RTD initiatives, federal grant opportunities, Regional Transportation Authority (RTA) tax initiatives, Public/Public/Private/Partnerships (P4) opportunities and newly identified MAP-21 federal priorities including BRT and Programs of Interrelated Projects.

Task 5 Deliverable: Final Funding Report

Task 6 Final Report

DELIVERABLES

The following bullets describe the deliverables that will be produced as part of this study and the required timeframes for each deliverable. Note: all deliverables must be submitted in a paper format and in a Section 508 compliant PDF format.

- **Stakeholder Involvement Plan:** Plan must include structure, organization, participants and number and timing of meetings, etc. This plan will be due within 30 calendar days of Notice-to-Proceed (NTP).
 - **Unique Identity for Materials that Represents All Stakeholder Partners:** This will be submitted within 30 calendar days of NTP as part of the Stakeholder Involvement Plan
- **List of Improvements and Required Analyses:** List agreed upon by RTD, CDOT and stakeholders of specific improvements and technical analyses to be included as part of this study. This list will be due within 90 calendar days of NTP
- **US 36 BRT Technical Report:** A report which validates needed remaining improvements, including the determination of capital and O&M costs and evaluation of the operating plan, to reflect the RTD 2015 opening day plan and fiscal projections as well as to confirm service levels and fleet requirements needed for 2035 full service plan. This report will be due within 90 calendar days of NTP.

- **Technical Report:** Report summarizing, for each specific improvement, the following information (either pulled from existing technical documentation or developed by consultant staff). This report will be due within 165 calendar days of NTP.
 - Base year costs (capital and O&M, including design support as needed)
 - Fatal flaw analysis (including technical, financial and environmental issues)
 - Ridership (note: RTD will be responsible for all ridership projections, including model development as necessary)
 - Cost effectiveness/affordability
 - Economic development implications and impacts
 - Pros/cons
 - Other evaluative criteria agreed upon by the stakeholders to compare the merits of different improvements.
- **Prioritized List of Improvements.** List of each potential improvement for this area – prioritized as agreed to by RTD, CDOT and stakeholders. This list will be due within 250 calendar days of NTP.
- **List of Funding Opportunities.** List of potential innovative and third-party funding sources for the highest priority improvements agreed upon by RTD and the stakeholders as part of Task 4. This list will be due within 335 calendar days of NTP.
- **Final Report.** The final report should document all of the activities and results of this study and should include a stand-alone Executive Summary. This report will be due within 400 calendar days of NTP.



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Second Reading of Councillor's Bill No. 50 re Citylife Church Lease Agreement at the Ice Centre at the Promenade

Prepared By: Donald M. Tripp, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 50 on second reading authorizing the City Manager to sign a lease agreement between the City of Westminster, Hyland Hills Park and Recreation District (through its Recreational Facilities enterprise) and Citylife Church d/b/a Redemption City Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.

Summary Statement

- On September 27, 2010, City Council passed Councillor's Bill No. 47 authorizing the City Manager to sign a one-year lease agreement, with a six-month option to renew, with Citylife Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.
- This lease agreement has expired and all of the parties, including Hyland Hills Park and Recreation District and Citylife Church, wish to sign a new one-year lease agreement with essentially the same terms. (See attached lease agreement)
- The new lease duration is for one year at a rate of \$13.96 per square foot for a total of \$19,200 for the year. There will also be a security deposit of \$1,600 for any potential damages to the facility.
- The Councillor's Bill was passed on first reading on December 17, 2012.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Councillor's Bill with Exhibit A Lease

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **50**

SERIES OF 2012

INTRODUCED BY COUNCILLORS
Briggs - Lindsey

A BILL

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

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

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

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

THE CITY OF WESTMINSTER ORDAINS:

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 17th day of December, 2012.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of January, 2013.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit A

LEASE

This Lease, made and entered into this 20th day of November, 2012, by and between HYLAND HILLS PARK AND RECREATION DISTRICT and THE CITY OF WESTMINSTER, hereinafter collectively referred to as "Landlord" and CITYLIFE CHURCH d/b/a/ REDEMPTION CITY CHURCH, a Colorado nonprofit corporation, hereinafter referred to as "Tenant".

1. LEASED PREMISES:

Upon the terms, conditions, covenants, limitations and agreements, and at the rental and for the terms as hereinafter set forth, Landlord hereunto leases unto Tenant and Tenant hereby leases from Landlord the Leasehold Premises ("Premises") at Landlord's Ice Centre, 10710 Westminster Blvd., Jefferson County, Colorado, as more fully described in Exhibit A attached hereto.

2. TERM:

The term of this Lease and the right of Tenant to take possession and occupy the Premises, pursuant to this Lease, shall commence at 12:01 a.m. on the date of execution of this lease and, unless sooner terminated or later extended, as provided herein, shall expire at 12:01 a.m. on the anniversary date of the date of execution.

3. USE OF PREMISES:

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

3.2 Tenant shall not:

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

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

c. Keep or permit to be kept or used on the Leasehold Premises any flammable fluids, toxic materials, or substances of any nature reasonably deemed

dangerous by the Lessor or the Lessor's insurance carriers without obtaining prior written consent of the Lessor, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement;

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

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

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

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

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

4. RENT AND SECURITY DEPOSIT:

4.1 Tenant shall pay to Landlord, as minimum rent for the term of this Lease, the sum of \$19,200.00, together with any additional rents as may hereinafter be reserved. Said rental, exclusive of any additional rents, shall be payable in equal monthly payments of \$1,600.00, payable in advance, commencing on the effective date, and on that same date of the month for every month of the rental term thereafter.

Every such payment referenced above shall be payable at the office of Landlord, 1800 West 89th Avenue, Denver, Colorado 80260, without notice or demand whatsoever.

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

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

4.4 Tenant shall pay to Landlord, upon execution of this Agreement, the sum of \$1,600.00 as a security deposit, the receipt of which by Landlord is acknowledged. Said security deposit will be returned, together with interest thereon, minus any amounts retained

and applied to damages (ordinary wear and tear excepted), caused by Tenant, or rent owing to Landlord from Tenant, upon completion of all necessary repairs to the Premises or within ninety (90) days of termination of the this Lease, whichever comes earlier.

5. OCCUPANCY OF THE PREMISES:

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

6. PARKING:

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

7. UTILITIES:

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

8. MAINTENANCE AND REPAIRS:

8.1 Tenant shall keep and maintain the Premises, excluding all sewer and water connections and HVAC systems, in good condition and repair at the sole expense of Tenant and, at the expiration of this Lease, Tenant shall surrender and deliver up the said Premises in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as said Premises were accepted by Tenant at the commencement of this Lease, excepting therefrom normal wear and tear. Tenant shall not make any modifications to Premises without Landlord=s written approval and Tenant shall be liable for any damage caused to such connections and system due to Tenant=s occupancy of the Premises.

8.2 Tenant shall keep the Premises clean and in the sanitary condition required by the ordinances and health and police regulations of the City of Westminster, County of Jefferson and State of Colorado. Tenant shall neither permit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Premises.

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

9. LIENS AND CLAIMS AGAINST LANDLORD:

9.1 Tenant shall pay, when due, for all work performed on or for the benefit of, or materials furnished to, the Premises by any person at Tenant's request. In this regard,

Tenant shall indemnify and hold harmless and defend Landlord from any and all liability and expense resulting from any lien, claim of lien, or claim against Landlord arising from such work or labor. Tenant shall have the right to contest the validity of such lien, claim of lien, or claim.

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

10. INSURANCE:

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

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

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

c. Statutory workers' compensation on all employees;

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

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

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

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

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

An updated certificate of insurance shall be delivered by Tenant to Landlord on January 1st of each year that lease is in effect.

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

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

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

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

11. DAMAGE BY FIRE OR OTHER CASUALTY:

11.1 Unless as set forth in subparagraph 11.2, below, this Lease and all agreements, covenants, terms and conditions contained herein shall remain in full force and effect notwithstanding damage to or destruction of any of the furniture, fixtures, inventory or equipment maintained upon the Premises and, regardless of the nature or extent of the damage and Tenant shall not be entitled to any reduction in or abatement of

the rental hereinabove reserved, nor shall Tenant be entitled to any reduction, abatement, or postponement of any of the monthly rental installments hereinabove reserved for or on account of such damage or destruction.

11.2 However, in the event that such damage or destruction was not caused by any act of Tenant, its officers, employees, agents, invitees or licensees or by any action of any person(s) (excluding Landlord=s officers, employees or agents) directly related to the conduct of Tenant=s business operations upon the Premises, then in that event, Landlord shall inform Tenant, within thirty (30) days of the date of destruction or damage, of Landlord=s intent to remedy such damage or destruction by replacement or renovation of the damaged property (except for such damage covered under the policies of insurance more fully described in paragraph 10, above). If Landlord does not replace or renovate the non-covered damage or destruction or if the Premises cannot be reasonably restored to the condition existing at the time of the damage or destruction, either within ninety (90) days of such damage or destruction, Tenant may, at Tenant=s option terminate this Lease without further obligation on Tenant=s part and Tenant shall vacate the Premises within twenty (20) days of such decision to terminate or Tenant may elect to continue the Lease and shall cooperate fully with Landlord in restoring/repairing the damage or destruction. If the Premises are untenable, Tenant shall receive an apportionment of the rent until the Premises are tenable.

12. ASSIGNMENT AND SUBLETTING:

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

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

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

13. SURRENDER OF LEASEHOLD PREMISES:

Upon the expiration or other termination of this Lease or any extension thereof, Tenant shall quit and surrender the Premises to Landlord in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as when said

premises were accepted by Tenant at the commencement of this Lease, normal wear and tear excepted. Tenant's obligation to observe or perform the provisions of this paragraph shall survive the expiration or termination of this Lease.

14. HOLDING OVER:

If, after the expiration or other termination hereof, Tenant shall remain in possession without a written agreement therefore, such holding over shall be deemed to be upon a month-to-month tenancy under the same terms, conditions and provision contained herein.

15. EXTENSION OF LEASE:

If, at the end of the lease term set forth in paragraph 2, above, or the end of any extension provided pursuant to this section, Tenant shall not be in default of any of the provisions of this Lease, this Lease shall be automatically extended for an additional six (6) month term on the same terms and conditions set forth herein. Provided, however, that if either party hereto shall give written notice to the other party, no later than thirty (30) days prior to the expiration of the current term of this Lease, of its desire not to extend the term of the Lease, this paragraph shall be null and void and of no effect.

16. DEFAULTS BY LESSEE AND REMEDIES:

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

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

b. If Tenant does not comply with any provision of this Lease.

c. If Tenant should violate or fail to comply with any of the statutes, ordinances, rules, orders, regulation or requirements, as the same exist or may hereinafter be established, of the government of the United States of America, the State of Colorado, County of Jefferson and the City of Westminster, or of any bureau, department or subdivision thereof.

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

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

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

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

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

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

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

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

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

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

b. Re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate.

Should Landlord take such possession pursuant to the terms of this agreement, legal proceedings or pursuant to any notice provided by law or this Lease, Landlord may: (1) terminate this Lease at any time; or (2) from time to time without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises but reserving to Landlord the right at any time to elect to terminate this Lease as paragraph 16.2 (a) provides.

16.3 Unless Landlord shall have exercised its right to re-enter and take possession of the Premises pursuant to 16.2(b), in the event Landlord shall elect to terminate this Lease, Landlord shall give Tenant twenty (20) days written notice of the existence and nature of such default and of Landlord's election so to terminate. If such

default exists at the expiration of such twenty (20) day period, and Landlord shall not have waived the same by written instrument, this Lease, and the term hereof, together with any and all right, title and interest in the Premises as herein granted to Tenant, shall terminate on the date fixed in said notice with the same force and effect (except as to the

continuance of Tenant's liability) as if the date fixed by notice were the expiration of the term originally granted herein.

16.4 In the event Landlord shall elect to retake the Premises without terminating this Lease, Landlord shall give Tenant twenty (20) days written notice of the existence and nature of any such default and of Landlord's election to retake under the terms hereof. If such default exists at the expiration of said twenty (20) day period, and Landlord shall not have waived the same by written instrument, Landlord may, without terminating this Lease, retake possession of the Premises.

16.5 In the event that Landlord does not elect to terminate this Lease as permitted in paragraph 16.2 (a), but on the contrary elects to take possession as provided in paragraph 16.2 (b), then such possession of the Premises by Landlord shall not relieve Tenant of its liability and obligation under this Lease, all of which shall survive such repossession. In the event of such repossession, Tenant shall pay the fixed rent and all additional rent as herein provided up to the time of termination of this Lease (which Landlord can declare at any time), and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such repossession, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord as liquidated current damages:

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

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

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

16.6 Tenant shall, at the expiration of the twenty (20) days notice periods set forth above and Tenant has not cured any default, immediately quit and surrender to Landlord the entire Premises, and Landlord may enter into or repossess the Premises either by force, summary proceedings, or otherwise. Tenant further agrees that, in the event of repossession by Landlord, Landlord may, without notice to Tenant, sell such of Tenant's inventory, furniture, fixtures or equipment as then remain upon the Premises in such manner and for such amount as Landlord may deem advisable. Thereafter, Landlord shall remit the proceeds of such sale, after deduction for the costs of the sale and any monies owed to Landlord by Tenant pursuant to the term of this Lease, to Tenant.

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

17. LESSEE'S BUSINESS OPERATIONS:

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

18. IMPROVEMENTS TO LEASEHOLD PREMISES:

18.1 All Premises improvements that constitute fixtures, however denominated, existing at the time of execution of this Lease shall be and remain the property of Landlord and may not be removed by Tenant at any time, from the Premises, without the express written consent of Landlord.

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

without the express written consent of Landlord, except for those improvements which can be removed by Tenant without damage to the Premises.

19. SIGNAGE:

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

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

20. RELATIONSHIP OF PARTIES:

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

21. NOTICES:

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

Landlord:

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

Tenant:

Russ Doty
President/Pastor
10792 Zuni Drive
Westminster, CO 80234

22. ENTIRE AGREEMENT:

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

23. SEVERABILITY:

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

24. BINDING EFFECT:

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

25. WAIVER:

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

26. SURVIVAL CLAUSE:

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

27. PARAGRAPH HEADINGS:

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

28. ACKNOWLEDGMENT OF EXAMINATION:

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

29. PERMITS AND LICENSES

Tenant shall procure, supply, and post, at its own expense, in places to be designated by Lessor, all permits and licenses necessary for the operation of the Leasehold

Premises and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

30. ACCESS AND INSPECTION.

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

31. OTHER PAYMENT OBLIGATION.

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

32. RELATIONSHIP TO TRUSTEE.

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

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

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

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

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

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

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

33. ATTORNEYS FEES:

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

LANDLORD:

HYLAND HILLS PARK AND RECREATION DISTRICT



Greg Mastriona, Executive Director

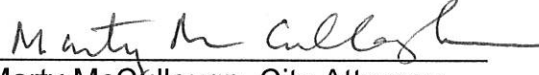
Date: 11-27-12

Approved as to legal form: 

Richard Fuller, Administrative Counsel

CITY OF WESTMINSTER

Date: _____

Approved as to legal form: 

Marty McCullough, City Attorney

TENANT:

CITYLIFE CHURCH d/b/a REDEMPTION CITY CHURCH

Date: _____

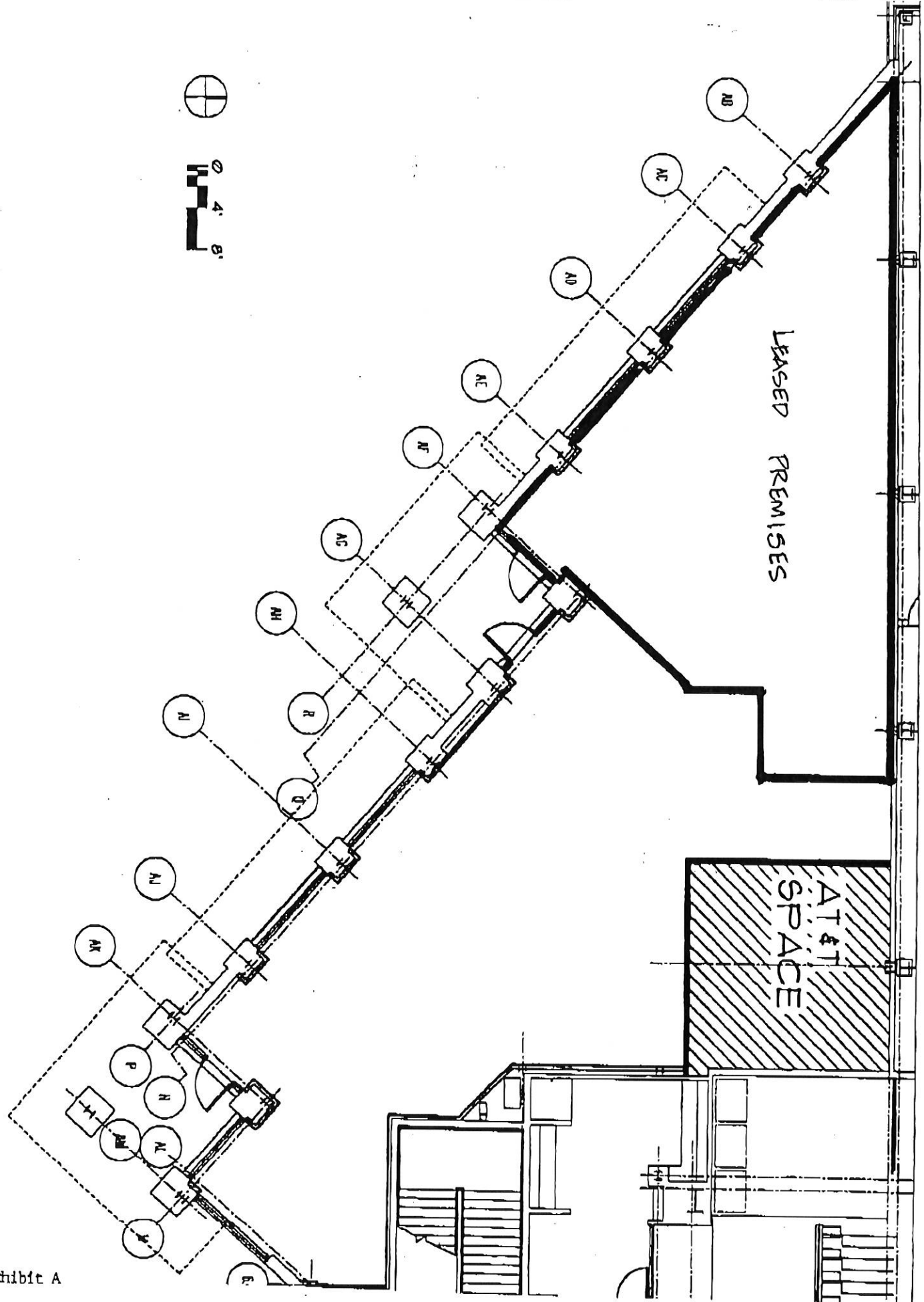


Exhibit A



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Resolution No. 1 re Application for Designation of the Marion-Wilkins-Ward Barn and Windmill Site as a Local Historic Landmark

Prepared By: Patrick Caldwell, Community Development Planner III

Recommended City Council Action

1. Hold a public hearing on the application to designate the Marion-Wilkins-Ward Barn and Windmill site, located at the southeast corner of 120th Avenue and Pecos Street, as a local historic landmark.
2. Adopt Resolution No. 1 designating the Marion-Wilkins-Ward Barn and Windmill property as a local historic landmark pursuant to Section 11-13-7 of the Westminster Municipal Code.

Summary

- As the property owner and interested party, and per the Westminster Municipal Code (WMC) 11-13-7, the City Staff on behalf of the City, has prepared an application to designate the Marion-Wilkins-Ward Barn (commonly known as the Marion Barn) and Windmill property as a local historic landmark.
- The barn and windmill have been located on the 18 acre City Open Space parcel since 1998, and were moved there from an adjacent parcel to save them from demolition.
- The Marion Barn and Windmill exemplify a barn style and a type of farm accessory structure that were popular and functional at the time that the barn and windmill were originally constructed.
- The Marion Barn and Windmill are historically significant because they exemplify the economic and the social heritage of the community.
- The Marion Barn and Windmill represent an association with notable persons in the history of Westminster, specifically the Marion family, the Wilkins family, and the Ward family.
- The Marion Barn and Windmill are a testament to the agricultural history of the north Westminster area where agricultural success was reliant on canals and ditches.
- The Marion Barn and Windmill are an established visual feature of the community and have not changed significantly since they were constructed.

Expenditure Required: \$ 0

Source of Funds: N/A

Recommendation by the Historic Landmark Board

Per WMC 11-13-7(C), the Board may recommend approval, modification and approval, or disapproval of the application and then must promptly refer the application, with a copy of its report and recommendations, to the City Council. If the Board recommends designation as a local landmark, the application will be scheduled for public hearing before the City Council, who will consider a resolution for final designation of the property as a local landmark.

On December 4, 2012, the Historic Landmark Board reviewed the application for local historic landmark designation, and recommended that the City Council approve the designation of the Marion Barn and Windmill property as a local historic landmark. The Board discussed the importance of including the land in the designation because it is the only remaining undeveloped part of the original Marion homestead property that retains its agricultural use. The Historic Landmark Board resolution is attached as Attachment D.

Policy Issue

Should the City-owned Marion Barn and Windmill property located at the southwest corner of 120th and Pecos Street be designated a local historic landmark?

Alternative

Do not designate the site as a local historic landmark.

Staff does not recommend this alternative because:

- The building and windmill are two of the few surviving examples of agricultural construction and agricultural activity that were the original land uses in the north part of the City of Westminster;
- The barn and windmill are good examples of these structures from the time period when they were built, and;
- This agricultural property was and continues to be a highly visible property in the northern part of the City of Westminster.

Background Information

The Marion Barn and Windmill at the southeast corner of 120th Avenue and Pecos Street are on the remaining undeveloped parcel of what was one of the early homestead properties in a northern area that would become the City of Westminster. The Marion family homesteaded the site in 1883, and constructed the barn and other buildings in 1910 during a period of affluence. The total site originally encompassed approximately 160 acres. At some time in the late 1930's or mid-1940's, the windmill was constructed near its present location. The Marion property was sold to the Wilkins family in 1941 and they constructed a large southwestern style ranch residence southwest of the barn to replace the Marion residence. The Wilkins raised sheep on the property. In 1948, the Ward family purchased the property. The Ward family relocated the barn and other buildings to create more of a gentleman's ranch setting. In 1950, the barn was moved and an east wing was added to the barn to match the west wing. The Ward family owned the property until the early 1950's when it was seized by the U.S. District Court in a bankruptcy action due to numerous illegal activities of the Ward family.

The property changed hands a number of times through the next 20 years. Beginning in the mid-1970's, suburban development and the Ranch Country Club were constructed on much of the original Marion property. In 1989, the City of Westminster acquired the 18.8 acre parcel where the barn and windmill are now located. In 1998, the barn and windmill were relocated from a nearby parcel to their present location and were rehabilitated at that time. Electric service is available to the barn, but water service is only

available from an external faucet on the south side of the structure. The barn is currently leased for boarding horses.

Architectural Description

The Marion Barn is a gable roofed structure with flanking shed style roofs. This was a typical barn style in the early years of the 20th century. The locations of a few windows and doors were shifted prior to 1950, but the building now looks much as it did around 1950. The barn has a footprint of 50 ft by 57 ft with a concrete slab floor. The upper level under the main roof contains a hayloft reached by an interior ladder. The hayloft has deep set exterior doors as well as a small opening near the peak of the gable at each end of the gable. The exterior of the barn is painted white with red trim and has a red asphalt shingle roof. Most of the exterior siding is a horizontal weatherboard style, the original siding style used on the barn. Much of the siding is not original and was replaced with new material during the 1998 rehabilitation. Much of the original siding had seriously deteriorated. All four elevations have at least one large door for access, as well as at least one single light window.

The windmill is a steel structure designed for pumping ground water. The application states that the windmill is “supported by four angle-iron legs, and strengthened with horizontal angle-iron braces mounted at equal distances from bottom to top, along with a series of slender diagonal guy wires. A metal ladder runs up the western side of the structure. The tower is capped by a small wooden platform, above which is the mount for the wind turbine.” Some of the equipment is missing and the windmill is no longer operational.

Historical Significance

The barn, windmill and 18.8 acre open space are viewed by the Westminster community as a significant part of the City’s agricultural history. This is summarized in the application for local landmark designation that is attached. The Marion Barn and Windmill, together with their surrounding fenced grounds, are significant today as surviving remnants of the community’s agricultural heritage. Throughout most of its historic period, the site was part of a homestead owned and farmed by the Marion family from 1883 through 1941. Between 1941 and 1948, it was the home of sheep rancher Russell Wilkins. Finally, the property served as the residence and hobby farm of Denver automobile dealer Fred Ward from 1948 through 1951. All of these owners had an impact upon the property, and the barn and windmill standing there today were associated with all three of them.

Although constructed by the Marions around 1910, the barn appears most as it did during the later ownership of Fred Ward. However, it retains elements of the Marion and Wilkins eras in its core structure, which can still be seen. The Marion barn was somewhat smaller than what is found there today, and it was painted what appears to have been red with white trim. This is its third location on the property. The windmill dates from sometime between 1933 and 1950, and may be associated with any of the historic owners. This appears to be its second location on the site.

Because of these facts, the resources are more appropriately labeled the Marion Barn and Windmill, rather than just the Marion name. As discussed above, even though changes have been made to the resources, they retain an adequate level of integrity for local landmark designation.

The application provides additional information on the history of the three families and their tenure on the property. Each of these families’ ownerships represented the shifting culture and nature of agriculture properties from the homesteading days in the 1870’s to the dryland grazing agricultural use in the mid-1900’s to the gentleman ranch in close proximity to expanding urban areas in the last half of the 1900’s.

Compliance with Westminster Municipal Code (WMC)

The Westminster Municipal Code requires an application for local historic landmark designation to include the following content:

1. Description of the characteristics of the proposed historic landmark that justify its designation pursuant to this chapter.
2. A description of the particular features that should be preserved.
3. A legal description of the location and boundaries of the historic property.
4. A statement of significance with information to support the appropriate criteria for designation.

The application for local landmark designation contains the content noted above.

Criteria for designation pursuant to the Westminster Municipal Code Section 11-13-5:

- a. Per WMC 11-13-5 Subsection A. Properties receiving historic designation shall be at least fifty (50) years old. The age of the barn (circa 1910) and the windmill (circa 1933-1950), qualify as historic resources that are more than fifty years old.
- b. Criterion #1 per WMC 11-13-5 Exemplifies specific elements of an architectural style or period. The Marion Barn and Windmill date from the first half of the twentieth century and exemplify specific elements of an architectural style and period. In particular, the barn is typical of western balloon-frame horse barns consisting of a central core with wings, a large hayloft, and a ridgeline ventilator. Although it has been enlarged, moved and rehabilitated, the building appears much as it did during the 1940s and 1950s. The windmill represents a specific style, the Aermotor Model X-702 that was common to the middle decades of the 20th century.
- c. Criterion #10 per WMC 11-13-5 Exemplifies cultural, political, economic or social heritage of the community. The Marion Barn and Windmill are historically significant because they exemplify the economic and the social heritage of the community. The barn and windmill were important to this working farm and ranch. All families owned and operated the site as a country home and agricultural enterprise. This was the case no matter whether it was for homesteading and subsistence, or as a dryland sheep ranch, or as a country estate and hobby farm. For this reason, the property exemplifies the economic and social heritage of the community.
- d. Criterion #11 per WMC 11-13-5 Represents an association with a notable person or the work of a notable person. The Marion-Wilkins-Ward Barn and Windmill represent an association with notable persons in the history of Westminster. The Marions were pioneering homesteaders. Well-known among the founders of the surrounding agricultural district, they farmed there for six decades. Russell Wilkins was a successful sheep rancher, but may not have been known locally for anything else. Although perhaps remembered more for his spectacular downfall than his earlier success, Fred Ward was also a notable person in the Denver area during the 1940s and early 1950s. He owned and operated one of the largest automobile dealerships in the City and was widely known as a wealthy businessman and philanthropist, even though his financial success turned out to be a house of cards.
- e. Criterion #14 per WMC 11-13-5 Enhances a sense of identity of the community. The Marion Barn and Windmill are an architectural statement and testament to the influence of these families in the community. Because of their prominent location and setting, the Marion Barn and Windmill, together with the surrounding Ranch Open Space, remain highly visible examples of the community's past. They remind today's residents and visitors of the City's

past and enhance its identity as a modern community rooted in its agricultural heritage. In this sense, the property serves as a community landmark whether it is designated or not.

- f. Criterion #15 per WMC 11-13-5 *Is an established and familiar natural setting or visual feature of the community.* The Marion Barn and Windmill have been located near their present location since they were built in the 1900's. Although the barn maintenance declined in the late 20th century, the barn has always retained its white weatherboard siding and red trim exterior, and its early 20th century barn architectural style. The Marion Barn and Windmill continue to be iconic structures and are recognized as landmark structures in the City of Westminster.

Other Items Required by the Westminster Municipal Code

- A. Referral for review:
 1. The application was referred to the Westminster Historical Society and they provided no comments.
 2. The application was referred to other interested parties and there were no comments.
- B. Public Notice:
 1. Notice of the January 14, 2013, public hearing was published in the Westminster Window newspaper on January 3, 2013.
 2. The property was posted by City Staff on January 3, 2013, and a copy of the posting is on file.
- C. Review by the Director of Community Development: Section 11-13-7(A)(3) requires the Director of Community Development to review an application in the following respects:
 1. *Its relationship to the Comprehensive Plan:* The City's Comprehensive Land Use Plan (CLUP) designates the site as City-Owned Open Space. The use of the Marion Barn and Windmill in a passive agricultural use are consistent with this designation.
 2. *The effect of the designation on the surrounding neighborhood:* The landmark designation will be beneficial to the neighborhood because designation will assure that the legacy of these families and these remaining structures of this former working farm and ranch are preserved as urban development occurs on adjacent parcels.
 3. *The criteria set forth in this chapter:* As noted above, the application meets several of the criteria set forth in the ordinance.
 4. *Such other planning considerations as may be relevant to the proposed designation:* The Director of Community Development has considered relevant planning elements for the proposed local landmark designation and has determined that relevant planning elements have been addressed.

City Strategic Goals

This proposed action would meet City Council's Strategic Goals of Vibrant Neighborhoods in One Livable Community by preserving and restoring historic assets. Also, the goal of a Beautiful and Environmentally Sensitive City would be achieved because the green space that includes the Marion-Wilkins-Ward Barn and Windmill would continue to be maintained.

Respectfully submitted,

J. Brent McFall
City Manager

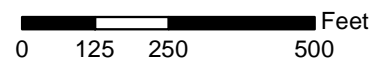
Attachments:

- Attachment A – Vicinity Map
- Attachment B – Legal Description
- Attachment C – Landmark Application (Copy)

Attachment D – Historic Landmark Board Resolution No. 2012-004
City Council Resolution re Marion-Wilkins-Ward Barn and Windmill



Marion-Wilkins-Ward Barn and Windmill



Legal Description

SECT,TWN,RNG: 4-2-68 DESC: BEG AT NW COR SEC 4 TH S 110 FT TH E 1320/42 FT TO TRUE POB TH CONT E 1290/42 FT TO PT 30 FT W OF E LN NW4 SD SEC TH S 900 FT TH W 230 FT TH N 58D 26M W 1240/84 FT TO PT ON W LN NE4 NW4 SD SEC TH N 260 FT M/L TO POB 18/87A.

Landmark Nomination

**MARION-WILKINS-WARD
BARN & WINDMILL
The Ranch Open Space
W. 120th Ave. and Pecos St.**

Westminster, Colorado



Prepared for
City of Westminster
Community Development Department
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26 October 2012
MARION-WILKINS-WARD

BARN & WINDMILL

WESTMINSTER, COLORADO

Landmark Nomination

Introduction

The Marion-Wilkins-Ward barn and windmill date from the period between the 1910s and 1940s, a period of dynamic growth and change in western Adams County. These resources have survived historic changes imposed by their owners, along with the extensive redevelopment of former rural lands and expansion of the City of Westminster in recent decades. Today they represent an era during which enterprising twentieth century residents updated farms that had been established in the previous century by installing new equipment and modifying aging buildings to meet developing needs. Through this process, they made improvements that kept agricultural enterprises viable, at the same time building new rural lives for themselves and their families.

Historically, the barn and windmill were associated with two earlier farmstead complexes located in the immediate vicinity. The earliest of these was situated a few hundred yards to the southwest. The most recent was found less than one hundred yards to the southeast. In 1998, the City of Westminster acted to save the barn and windmill from demolition by moving them to their current location. Due to this effort, the resources remain standing today as landmarks that remind residents and visitors of Westminster's agricultural heritage.

This document seeks to nominate the barn and windmill, along with their surrounding grounds, for landmark designation through the city's preservation ordinance. Prepared by Ron Sladek of Tatanka Historical Associates Inc. under contract to the city, this nomination is submitted for consideration by the City of Westminster.

Ownership, Location & Setting

The barn and windmill, along with their surrounding grounds, are owned by the City of Westminster, which oversees and maintains the site. The property consists of 18.8 acres of land known today as The Ranch Open Space. It is located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 2 South, Range 68 West in Westminster, Adams County, Colorado (*see Appendix C for full legal description*). This corresponds to the southwest corner of West 120th Avenue and Pecos Street. Fencing marks the property's perimeter.

Beyond the site boundaries, area features include West 120th Avenue and commercial buildings to the north; Pecos Street and a massive high-tech communications facility to the east; an office building, Tejon Street and The

Ranch Country Club to the south and southwest; and Tejon Street, the city's Ranch Park, offices and houses to the west.

For the purpose of this nomination, the boundaries of the property follow the perimeter fencing along all sides of the site. These boundaries include the barn and windmill, together with open pasture that is important to the setting. All of these were originally associated with the Marion-Wilkins-Ward farm. The only feature within these boundaries that is entirely modern, yet exhibits a historic appearance, is the vinyl fencing that was installed in recent years.

Physical Description of the Barn

Constructed around 1910, the barn is located in the southeast area of the site. Tejon Street terminates just south of the building, with a gate in the fence providing access to the building. The barn is oriented on a slightly northwest-southeast axis, and faces toward the southeast. With a footprint of 50' x 57', the wood frame building rests upon a poured concrete foundation and its exterior walls are finished with modern weatherboard siding employed to replicate a historic appearance. The walls are painted white and are highlighted with red trimwork on the corners, fascia boards, doors and windows.

The primary roof is front-gabled, with flanking shed roofs extending over the east and west wings. It is finished with exposed rafter ends, purlins and fascia boards, along with red asphalt shingles. Centered atop the main ridgeline is a wood frame ventilator with paneled and louvered sides, capped by a gabled roof with red asphalt shingles.

On the interior, the barn is divided into a number of rooms. A main corridor runs from south to north, occupying the eastern 1/3 of the barn's central core. West of the corridor, the remaining 2/3 of this core holds four horse stalls, all of which retain early wood finishes and sliding doors. The building's western wing consists of a single large room constructed with a combination of old and new lumber. The eastern wing is divided into rooms used for storage, most likely feed and tack, along with a horse stall in the northeast corner.

The barn's upper level consists of a large hayloft. This is accessed by way of a vertical wood plank ladder nailed to the eastern wall of the main corridor. The hayloft is open and characterized by its early wood floor and exposed framing of both old and new dimensional lumber. No hayrail is present in the loft. The building has been wired for electricity, with a small transformer box situated along the south fence line near the windmill. The wiring runs underground and is not visible.

South Elevation (front) – This elevation holds four entries into the building, three on the main level and one in the hayloft. The entry into the main corridor holds a pair of early wood swinging doors constructed of vertical boards with

cross bracing. The western door is half the width of the eastern one. The east wing entry holds a pair of early wood swinging doors, also constructed of vertical boards with cross bracing. The west wing has a large sliding door that is suspended from a metal rail and is constructed of old weatherboard siding and cross bracing. Although the door is currently hung vertically, strong physical evidence suggests that it was originally horizontal. The hayloft holds an early wood sliding door constructed of vertical boards with cross bracing. This is deeply framed and the door is hung from a metal rail inside the building. Fenestration on the main level of the building consists of a single two-light fixed horizontal window with wood frame and surrounds. A small boarded access panel or window space is located high in the gable wall, just below the peak.

West Elevation (side) – This elevation holds a single entry into the building's west wing. This consists of an early wood sliding door hung from a metal rail and constructed of vertical boards with cross bracing. Fenestration is limited to four single-light windows with wood frames and surrounds.

North Elevation (rear) – This elevation holds three entries into the building, two on the main level and one in the hayloft. The entry into the main corridor has a wood sliding door hung from a metal rail. While the door is early (its original construction can be seen on the interior), the exterior is finished with modern horizontal weatherboard siding with cross bracing. A man door is present in the east wing. This is also finished on the exterior with modern horizontal siding. The hayloft holds a pair of deep-set wood sliding doors hung from a metal rail inside the building. The doors are finished on the exterior with modern horizontal weatherboard siding, and are constructed with a combination of old and new wood. Fenestration on the main level of the building consists of three single-light fixed windows with wood frame and surrounds. A small boarded access panel or window space is located high in the gable wall, just below the peak.

East Elevation (side) – This elevation holds a single entry into the northeast horse stall. The entry contains a wood sliding door hung from a metal rail and constructed of horizontal weatherboards with cross bracing. An early swinging gate mounted on the inside of the frame allows the lower half of the entrance to be closed. This is constructed of wood planks with cross bracing. The stall has a dirt floor, and its walls and ceiling are finished with boards. Fenestration is limited to two small single-light windows with wood frames and surrounds.

Additional Site Features

Windmill – The windmill is located in the yard south of the barn, close to the south fence line. This tall steel structure, designed for pumping ground water, is an X-702 model manufactured by the Aermotor Windmill Company. The 702 model series was introduced in 1933 and sold through the late 1960s. Based upon the site's history, this windmill appears most likely to date from the years

during or immediately following World War II, although it may have been placed there in the 1930s.

Supported by four angle-iron legs, the lattice windmill tower is strengthened with horizontal angle-iron braces mounted at equal distances from bottom to top, along with a series of slender diagonal guy wires. A metal ladder runs up the western side of the structure. The tower is capped by a small wooden platform, above which is the mount for the wind turbine. Consisting of a crankshaft, gearbox, and rotary blades (6' diameter), the turbine has recently fallen off and is being repaired. The vertical rod and pump cylinder that ran from the turbine down into the ground are missing, and the windmill is no longer operational.

Acreage – The 18.8 acre parcel of land (Ranch Open Space) that holds the barn and windmill consists of mostly open ground that is used as horse pasture. Sloping gently downward in elevation from south to north, the site drops from approximately 5,390' to 5,340' above sea level. The slope and buffer of open land allow the barn and windmill to stand out among the surrounding development and remain fully visible from the major thoroughfares to the north and east. Although currently planted with natural grasses and used as pasture, the site was historically utilized to grow crops and faint rows can still be seen in aerial photographs. Trees are limited to the narrow area outside of the southwest fence line, along the northeast side of Tejon Street. There are no mature historic plantings on the property.

Fencing – The entire site is bordered by modern post-and-rail white vinyl fencing that was installed after 1998. From a distance, this offers the appearance of a painted wood fence typical of those placed around horse farms. In fact, by the early 1950s the property was bordered by painted wood post-and-rail fencing of a similar appearance. The grounds immediately surrounding the barn contain a combination of vinyl and metal fencing aligned to create an enclosed yard to the south and west, along with two livestock pens to the east and north.

Development History / Alterations & Integrity

During its early years, from around 1910 to 1948, the barn was located in the Marion family farmstead on the high point where the clubhouse for The Ranch Country Club is found today. The barn was constructed around 1910 and for many years afterward remained somewhat smaller than it is today. Throughout this period, the building consisted of its central core, along with the wing that is presently found on the west. It originally held fourteen horse stalls, along with a box stall for birthing mares. In the early 1920s, four of the stalls in the current west wing were removed and replaced with milking stanchions for a small dairy operation. The other stalls continued to house horses, along with cows about to give birth. The building was first wired for electricity around 1939-1940.

In 1941, the Marion Farm was sold and the new owner, sheep rancher Russell Wilkins, decided to demolish its 1907 brick farmhouse and move the rest of the

farmstead buildings. His goal was to construct a modern house there, and to continue managing the acreage as an agricultural enterprise. The Marion family dismantled the brick house themselves and saved all of the materials hoping to construct a new home in the vicinity (this was never built). Wilkins completed his large southwestern style residence in 1943 on the same spot as the earlier Marion farmhouse. Today this ranch house forms the core of the golf clubhouse.

Wilkins also moved a secondary wood frame farmhouse used by the Marion family to the eastern edge of the property along Pecos Street, at the time a narrow dirt road. This small residence, originally constructed around 1917, was oriented to face the road and enlarged with a south addition. It remains there today at 11853 Pecos Street, and has been remodeled for use as an office. The house became the nucleus of a new farmstead, and the Marion family's former agricultural outbuildings, including the barn, were placed nearby.

In 1948, Fred Ward, a well-heeled car dealer from Denver, purchased the property and determined to reinvent the site as an upscale hobby farm and horse ranch. Over the following two years, the house recently constructed by Wilkins was enlarged and a swimming pool was added. In addition, the relocated farmstead complex along Pecos Street was improved with the construction of a new horse barn and loafing shed, the installation of post-and-rail fencing and a riding ring, and expansion of the barn with the addition of an eastern wing to match the one on the west. This work on the barn brought it to its current size and appearance.

All of the buildings in the new farmstead were painted white with red trim – during the earlier Marion period, the barn and outbuildings appear to have been red with white trim. A windmill was also located near the barn, although it is not clear if this was acquired in the 1940s or had been moved from the Marion farmstead and dated back to the 1930s. By the early 1950s, the tidy farmstead held a combination of old and new buildings and features. Several factors came together there to present the unified appearance of a successful horse ranch. These included the common color scheme and the fact that all of the buildings were either new or were rehabilitated to appear relatively new. They were also carefully placed to form a progressive, planned, modern-looking farmstead. Finally, the extensive post-and-rail fencing ran through and around the entire site, tying everything together with the posts painted red and the rails painted white.

The property was sold again in 1952. Over the following decades, the acreage and farmstead along Pecos Street changed hands several more times. Throughout these transitions in ownership, the farmstead declined and buildings were removed. Others, including the barn, remained there but suffered from inadequate maintenance. During the early 1970s, the former Marion farm began to experience redevelopment as residential neighborhoods and a private golf club began to be constructed there.

In 1989, the City of Westminster acquired the farm's northeastern corner and established The Ranch Open Space on 18.8 acres of open land. Nine years

later, the Marion-Wilkins-Ward barn, horse barn and windmill were moved to make room for a new office building and parking lot planned for the farmstead site along Pecos Street. While the barn and windmill were relocated about two hundred feet northwest to The Ranch Open Space, where they remain today, the horse barn found a new home along the south side of Tejon Street on the grounds of The Ranch Country Club. In relation to today's features, the barn previously occupied the western area of what is now the office building's parking lot. The horse barn was located directly to the east along Pecos Street. The windmill was somewhere in this vicinity.

At the time the barn was moved, it was placed upon a new poured concrete foundation. In addition, the building was rehabilitated to address deterioration that had occurred over the previous several decades. While most of the historic structure and elements of its historic materials were retained, the barn was sheathed in new weatherboard siding, received a new asphalt-shingled roof, and deteriorated portions of the doors and windows were rebuilt. The building's overall structural framework was shored up with new dimensional lumber only where old materials had rotted or become seriously damaged.

The barn was built circa 1910, moved around 1942, expanded around 1950, and then moved again in 1998. Today the building primarily appears as it did starting around 1950, and it is largely intact from that time period except for limited replacement of structural and wall materials. The most intensive rehabilitation took place in the west wing, which clearly suffered from the most extensive deterioration. This was likely due to its western exposure and the impact of precipitation. In general, it is clear that efforts were made during the barn's rehabilitation to retain as much of the historic fabric as possible.

The windmill was acquired and placed on the site sometime between 1933 and 1950, and was moved to its current location in 1998. It remains largely intact, with few changes noted to the tower. As mentioned earlier, the temporarily missing turbine and rotary blades will be replaced shortly following necessary repairs. The only items that are permanently missing from the windmill are its vertical rod and pump cylinder. Although these features would have kept the non-operational windmill fully intact, they represent a relatively minor loss to the overall structure.

Since 1998, the site has received new vinyl post-and-rail fencing along its perimeter and in the vicinity of the barn, where a yard and livestock pens have been enclosed. From even a short distance, the fencing appears to be constructed of painted wood, similar to the fencing located there around 1950. Other than this change, the site remains open ground used as pasture.

In light of the seven aspects of integrity as defined by the National Register of Historic Places, the Marion-Wilkins-Ward barn and windmill retain a somewhat diminished but still good degree of their design, setting, materials, workmanship, feeling, and association. Although moved, they remain very close to their original

locations and are still on the historic Marion property, surrounded largely by open land. Due to the topography of the sloped site, the primary public view from West 120th Avenue and Pecos Street is one of an agricultural setting dominated by the barn. Today, with the addition of the east wing and painting of the barn white, the building appears more as it did during the Wilkins-Ward period than the earlier Marion era. Yet the core and west wing from the Marion period remain visible and clearly identifiable.

Alterations associated with the relocation, expansion and rehabilitation of the barn and windmill have certainly resulted in changes to these features. However, they retain a degree of integrity that is adequate for local designation. In other words, the resources exhibit enough of their historic agricultural appearance to convey a clear sense of their age, function and significance.

History of the Resource

Joseph H. Marion was born in 1847 in Pennsylvania and grew up in Robinson Township west of Pittsburgh. His parents, Joseph and Margaret, had immigrated to the United States from Ireland by the early 1830s, and his father worked as a farmer and furniture maker. The family may also have lived for some time in Beaver County, in western Pennsylvania. Having reached his early teens, during the Civil War Joseph found employment as a cabin boy on ships traveling along the Ohio and Mississippi rivers. Moving up through the ranks, by the time he was seventeen he had become a first mate. Family stories detail Joseph's travels through Oregon, California, Colorado and New Mexico, where he worked a series of jobs during the post-war years. By the late 1870s he ended up employed as a miner in Leadville, Colorado.

Rumors persisted for years, and even through the present time, that Joseph Marion was the sole survivor of the 1876 Battle of the Little Bighorn. However, there is no evidence to support this claim. In fact, during the late 1800s and early 1900s, hundreds of men claimed to have narrowly escaped death in the famed battle. Many others made no such claim, but were reputed to have been the only survivors. None of these claims was ever proven. Rather than having been involved in any way with the Custer debacle, Joseph Marion spent the decade traveling and working in the western states and territories.

In late 1881, Joseph traveled to Iowa to marry Philena Elisabeth Scott. Born in 1850 in Sewickley Township, Allegheny County, Pennsylvania, Philena was the daughter of Joseph and Elizabeth Scott. Elizabeth died in 1862, leaving her husband to raise their several children. By 1880, Joseph had moved the family, including Philena, westward to farm in Poe Township, Ringgold County, Iowa. The following year she married Joseph Marion and the couple settled for a short time in a log cabin in Leadville.

By early 1883, Joseph had decided it was time get out of mining. Around that same time, his single half-brother William claimed a homestead parcel in the

countryside north of Denver. Joseph visited him there and saw that William was incapable of transforming the property into a successful farm. He secured the parcel from William and moved Philena and their infant daughter into a one-room, wood-frame shanty on the property. Over the following years, the shanty was improved with additional rooms, yet it remained small and primitive. The couple settled in to improve the farm and raise their family.

Consisting of 158.92 acres, the Marion farm occupied the northwest quarter of Section 4, Township 2 South, Range 68 West. In July 1890, Joseph made a final payment of \$11.92 to the General Land Office in Denver to secure his claim on the property. One year later, on 24 August 1891, the patent was issued and he gained full ownership. Between 1883 and 1891, Joseph and Philena had three children, Ethel, Clara and Percy. Over the following decades, the Marions improved the property by constructing a farmstead, planting crops, raising livestock, and installing irrigation features. Within a few years after settling there, Joseph excavated a lateral ditch that brought water to about 130 acres of his land by way of the Farmers High Line Canal. With irrigation water secured, he planted an orchard near the farmstead and installed a small reservoir to the southeast (today this is known as Ranch Subdivision Pond).

Joseph and Philena farmed their property into the early 1900s and became well-known pioneers in the agricultural district. In 1907 they replaced the homestead shanty with a fine two-story, five-bedroom, brick American Foursquare residence. Continuing to improve the farmstead, around 1910 they constructed a wood-frame horse barn north of the house. Also built were a new granary, machine shed/shop and a smokehouse. The fields were primarily planted with crops of alfalfa, feed corn, barley, oats and winter wheat. Pumpkins, cabbage, sweet corn and peas were occasionally grown for area canneries. A garden kept the Marion family supplied with fresh produce. During the 1920s, the barn was remodeled so that it could stable the horses and house a small dairy operation. In addition to horses and dairy cows, the family raised chickens for meat and eggs, fattened both sheep and hogs in the harvested fields, and contracted with ranchers to have their cattle winter in the fields.

Approaching the age of eighty and in the twilight of his life, Joseph transferred the farm to Philena in June 1925. He died two years later and was buried nearby in Wesley Chapel Cemetery. Their son Percy, who by 1920 had settled with his wife Frances and their young children in a small wood frame home they built just north of the brick house, continued to work the farm through the 1930s. In September 1931, Philena transferred the property to Percy and his married sisters, Ethel Cline and Clara Tanner. Along with the property came five shares in the Farmers High Line Canal. Philena continued to live in the family home on the farm until around 1938, when she moved into Clara's residence just west of Denver's Washington Park. She died there in 1940 and was laid to rest next to her husband.

Percy Marion managed the farm through the difficult years of the Depression, enduring seemingly endless problems with drought, plagues of grasshoppers,

forced liquidation of the hogs to raise operating capital, low crop and livestock prices, and the loss of horses to illness. On top of all that, the Eastlake Bank failed, taking with it the family's savings. The depressed market prices and inadequate precipitation forced the family to reduce their crop production, and it became increasingly difficult to make a living off the land.

In the mid-1930s, a successful sheep rancher named Russell Wilkins contacted Percy and arranged for the property to be used to pasture and fatten lambs. The lambs were brought to Eastlake by rail car from the parched ranges of Nevada and Wyoming and then herded down the county roads to the farm. This lasted several years, after which Percy took odd jobs to bring money in for the family. In addition to doing roadwork, he salvaged waste coal and wood from a nearby mine, and the family cut trees from the orchard to heat the house. Perhaps the most positive development during this period occurred in February 1940, when the farm was first wired for electricity.

Percy and his sisters finally buckled under the financial pressures of the era and sold the property to Russell Wilkins in July 1941. The Marions deconstructed their 1907 brick house, hoping to use the materials to erect a new home (it was never built). Wilkins and his wife had a large southwestern style ranch house constructed on the site. Over the following years he moved the Marions' smaller wood frame house and agricultural buildings to the eastern edge of the property along Pecos Street, where they were arranged to form a new farmstead. The property continued to be farmed, with Percy working for Wilkins as its manager.

In June 1948, Wilkins sold the former Marion farm to Fred Ward for \$55,000. Ward was born in Christiansburg, Virginia in 1908, with the original name of Fred Allen Williams. Orphaned as a young child, he was raised by relatives in Colorado. By 1935 he had married a woman about eight years younger named Iva from La Junta, Colorado. The couple settled for a short time in Albuquerque, New Mexico, where in 1936 their son Eugene was born. Their second child, a daughter named Patricia, was born two years later in Kansas. The Ward family arrived in Denver in 1939, where Fred secured a job selling Dodge automobiles and may have been involved with a car wash. Around 1940 they were living at 3101 South Washington Street in the southern suburb of Englewood.

In the early 1940s, Fred borrowed funds and launched his own Hudson automobile dealership, which he opened at 1300 Lincoln Street. Located just south of downtown and the state capitol, his sales and service facility was housed in an attractive three-story brick building ornamented with terra cotta tiles. A large Hudson sign, probably lit with neon, rose from the roof. Four blocks south of the downtown headquarters, Ward opened a used car lot at 915 Broadway. Another sales location was reportedly launched on Alameda Avenue. Operating as Fred Ward Incorporated, the company's officers included Fred as president and Iva as vice president.

During the years following the war, Fred's dealership thrived and became one of the largest in Denver. He soon acquired the regional franchise for the Hudson

brand, and began distributing automobiles to more than seventy dealerships in six states. The business rapidly grew into a multi-million dollar operation, one of the most successful Hudson dealerships and distributorships in the nation. Within one decade, Fred had become a prominent and wealthy businessman. The family moved for a short time to a new residence at 2425 South Colorado Boulevard. Fred also became known as a community benefactor, serving as chairman of the Colorado Heart Association and gifting new automobiles to citizens who had done good deeds through his own "Biggest Heart" radio show.

After acquiring the former Marion farm north of Denver in 1948, the Wards moved into the large house that Wilkins had constructed there. They called it The Hacienda, but to the public the property was known as the Fred Ward Ranch. Fred and Iva had the house enlarged and its location at the farm's highest point took advantage of the panoramic views of the mountains to the west. They installed a swimming pool, tennis court, stables and landscaped grounds where the couple held lavish parties and entertained wealthy and famous friends. Show horses were stabled in the farmstead complex along Pecos Street, which was improved with a unified color scheme, a riding ring, and a combination of new and refurbished old buildings, including the Marion barn. In addition to hosting members of Denver's social and financial elite, entertainers such as Jane Russell and Bob Hope reportedly visited the Ward estate.

In 1950, Fred had the property re-titled in his name along with Iva's. However, their lives soon took a distinct turn for the worse. During the summer of 1951, J. J. Huddart, owner of the Broomfield Lumber Company, attached a lien to the site when the Wards failed to pay \$687 owed for building materials. Other creditors filed claims for smaller amounts owed to them. These disputes caught the attention of banks in Denver and Illinois, from whom Ward had borrowed much larger sums. The situation exploded into a full-blown investigation, and a grand jury convened to look into Fred's financial dealings.

The Wards' lives began to unravel as Fred was accused of double mortgaging his Hudson dealership's automobiles and living a lavish life with funds borrowed from banks and friends. It was also revealed that in 1938 Fred had spent nine months in the state penitentiary, where he served time for a petty forgery conviction. An accounting firm found that Ward had kept two sets of false books, used the same automobiles as many as four times concurrently as security for bank loans, and set up numerous dummy companies showing false profits.

Indicted in 1951 on three dozen counts of fraud, forgery, perjury, conspiracy, larceny, embezzlement and mail fraud, Ward was found to owe 154 banks, businesses and individuals somewhere between \$1.5 million and \$2.4 million. He also owed the federal government \$256,000 in unpaid income taxes. Colorado Governor Dan Thornton, a wealthy cattleman, accused Ward of giving him a check for \$12,500 that proved to be worthless.

While the investigation was going on, Fred Ward disappeared. He was found in Mexico, where he had taken a job selling fire extinguishers and had already

talked himself into an opportunity to become company president. In September 1951, the US District Court in Denver seized all of Fred and Iva's assets and declared them to be bankrupt. The Hudson dealership was lost at that time. The court issued an order to sell the Ward country estate near Westminster, together with all of its associated personal property, including home furnishings and horses. Fred Ward was sent to Canon City, where he spent the next five years in the state penitentiary. Following that, he served two years in the federal prison at Leavenworth. When he was released in 1958, Fred and Iva moved to California. He died while on a business trip to Dallas, Texas in 1963.

A trustee appointed by the court sold the former Marion-Wilkins-Ward property in March 1952 to W. L. Vogler, an insurance executive from Galveston, Texas. As the highest bidder, Vogler acquired the northwest quarter of Section 4 together with other nearby lands for a total of \$162,500. He held the property until 1959, when it was sold to another Texan by the name of Rollins A. Furbush. Furbush farmed the property for several years and then in 1969 sold it to the Trans-Colorado Investment Company for a reported \$960,000.

The Loup Miller Company of Denver acquired the site in 1973, subdivided the land, and began to develop The Ranch residential subdivision among its previous crop fields. In addition, the private Ranch Country Club opened in 1975 on the former Marion farm. Much of the land surrounding the golf course continued to be developed with upscale residences, along with a few office buildings closer to West 120th Avenue and Pecos Street. Throughout these years, the farmstead created during the 1940s by Wilkins and Ward deteriorated and was slowly dismantled.

In 1989, the northeastern 18.8-acre corner of the former Marion farm was purchased by the City of Westminster and designated the Ranch Open Space. Arrangements were made with a local rancher to graze livestock on the property. Around that same time, Jeff Salter acquired the Marion farmstead along Pecos Street, just south of the open space. By the early 1990s, all that was left of the farmstead along Pecos Street were the former Marion house and barn, the windmill, and the former Ward horse barn.

In 1997, Salter submitted plans for a new office building and parking lot to be constructed where the barn and horse barn were located north of the house. Salter offered to donate the historic barn and windmill to the city, along with \$25,000 to help defray the cost of having them moved. In 1998, the city accepted the offer and the barn and windmill were moved and rehabilitated in their current location.

Significance and Eligibility

The Marion-Wilkins-Ward barn and windmill, together with their surrounding fenced grounds, are significant today as surviving remnants of the community's agricultural heritage. Throughout most of its historic period, the site was part of a homestead owned and farmed by the Marion family from 1883 through 1941. Between 1941 and 1948, it was the home of sheep rancher Russell Wilkins. Finally, the property served as the residence and hobby farm of Denver automobile dealer Fred Ward from 1948 through 1951. All of these owners had an impact upon the property, and the barn and windmill standing there today were associated with all three of them.

Although constructed by the Marions around 1910, as it stands today the barn appears most as it did during the later ownership of Fred Ward. However, it retains elements of the Marion and Wilkins eras in its core structure, which can still be seen. The Marion barn was somewhat smaller than what is found there today, and it was painted what appears to have been red with white trim. This is its third location on the property. The windmill dates from sometime between 1933 and 1950, and may be associated with any of the historic owners. This appears to be its second location on the site.

Because of these facts, the resources are more appropriately labeled the Marion-Wilkins-Ward barn and windmill, rather than just the Marion name. As discussed above, even though changes have been made to the resources, they retain an adequate level of integrity for local landmark designation.

In light of the criteria for eligibility established by the City of Westminster's historic preservation ordinance (*Westminster Municipal Code, chapter 13, section 11-13-5*), the Marion barn and windmill, together with the surrounding acreage in The Ranch Open Space, are eligible for local designation under the following categories:

- First among these are the age of the barn (circa 1910) and the windmill (circa 1933-1950), qualifying both as historic resources that are more than fifty years old. (*subsection A*)
- Second, the barn and windmill date from the first half of the twentieth century and exemplify specific elements of an architectural style and period. In particular, the barn is typical of western balloon-frame horse barns consisting of a central core with wings, a large hayloft, and a ridgeline ventilator. Although it has been enlarged, moved and rehabilitated, the building appears much as it did during the 1940s and 1950s. The windmill represents a specific style, the Aermotor model X-702, that was common to the middle decades of the century. (*subsection A-1*)

- Third, the barn and windmill are associated with the Marion, Wilkins and Ward families, all of whom owned and operated the site as a country home and agricultural enterprise. This was the case no matter whether it was for homesteading and subsistence, or as a country estate and hobby farm. For this reason, the property exemplifies the economic and social heritage of the community. (*subsection A-10*)
- Fourth, the site is associated with notable persons in the community. The Marions were pioneering homesteaders. Well-known among the founders of the agricultural district, they farmed there for six decades. Russell Wilkins was a successful sheep rancher, but may not have been known locally for anything else. Although perhaps remembered more for his spectacular downfall than his earlier success, Fred Ward was also a notable person in the Denver area during the 1940s and early 1950s. He owned and operated one of the largest automobile dealerships in the city and was widely known as a wealthy businessman and philanthropist, even though his financial success turned out to be a house of cards. (*subsection A-11*)
- Fifth, the property enhances a sense of identity in the community. Because of their prominent location and setting, the Marion-Wilkins-Ward barn and windmill, together with the surrounding Ranch Open Space, remain highly visible examples of the community's past. They remind today's residents and visitors of the city's past and enhance its identity as a modern community rooted in its agricultural heritage. In this sense, the property serves as a community landmark whether it is designated or not. (*subsection A-14*)
- Finally, the site represents an established and familiar natural setting and visual feature of the community. The reasons behind this are the same as those mentioned above under subsection A-14. (*subsection A-15*)

Designation of this landmark by the City of Westminster will highlight its importance to the heritage of the community. In addition, it is likely to educate the public about the people and events associated with this site and ensure that the historic and open space resources there will survive into the future.

Bibliography

Aerial Photographs, Accessed on Google Earth, 1993-2012.

ALTA/ACSM Land Title Survey of Part of Section 4, T 2 S, R 68 W, Adams County, Colorado. Drafted by Frasier Engineering Company, 15 September 1989.

Coel, Margaret. *A New Westminster, 1977-1986*. Westminster, CO: City of Westminster, 1987.

Court Order: US District Court in Denver, Ordering the Sale of Property Owned by Fred A. Ward, 11 March 1952. Adams County Title Records, Book 437, Page 591.

Denver City Directories, 1948-1951. These documents provide residential and business listings for Fred and Iva Ward.

The Denver Post

"Philena Marion, Kin of Famous Soldier, Dies at 91," 19 December 1940.

"Ward Ranch Sought in Receiver's Suit," 5 August 1951, Section AA, page 1.

"Firm in Debt \$1,353,370," 7 September 1951, p. 1.

"3 Denver Men Take Over Hudson Firm," 7 October 1951, p. 2A.

"Wants to Make Ranch into Club to Pay Debts," 27 November 1951, p. 1.

Exempt Property Profile, Parcel #0171904200005, Adams County Assessor.

Field, Kimberly and Kelly Kordes Anton. *Westminster: The First 100 Years*. Westminster, CO: Westminster Centennial Committee, 2010.

Graybeal, Linda. "Summary of Joseph H. Marion." Unpublished manuscript based upon research completed by the author, no date (circa 2010).

Gustafson, Leona. "Fred Ward Ranch," *The Forgotten Past of Adams County*, 2001. (www.rootsweb.ancestry.com/~coadams/forgottenpast-1/ward.htm)

Lien: J. J. Huddart against the property of Fred and Iva Ward, 11 September 1951. Adams County Title Records, Book 427, Page 233.

"The Marion Homestead, Adams County, Colorado, 1883-1945." Unpublished manuscript prepared by the third generation of the Marion family. Second Revised Edition, November 2000.

Memorandum from City Manager Bill Christopher to the Mayor and City Councilors, City of Westminster, 5 January 1998. This memo provided information regarding the proposed acquisition and relocation of the Marion barn and windmill.

Pardue, Gary C. "History of the Aermotor Windmill Corporation," *Gas Engine Magazine*, November/December 1989.

Quit Claim Deed: Fred and Iva Ward to W. L. Vogler, 11 March 1952. Adams County Title Records, Book 437, Page 585. Also 23 April 1952, Book 440, Page 468.

Receiver's Receipt, USA to Joseph H. Marion, 2 July 1890. Arapahoe County Title Records, Book A46, Page 254.

Rocky Mountain News

"The Ranch: Its Origin in Wild West." 22 October 1981, p. 114.

Serial Patent Issued to Joseph H. Marion, 24 August 1891. Document #3010, Accession #COCOAA 067107, General Land Office Records, US Bureau of Land Management.

Sladek, Ron. *Wesley Chapel Cemetery, Biographical Research*. Genealogical study completed for the City of Westminster, April 2012.

Smith, Marion. *Westminster: Then & Now*. Westminster, CO: North Suburban Printing & Publishing Inc., 1976.

Staff Report prepared by landscape architect Becky Eades, City of Westminster, 2 March 1998. This document provided information regarding the proposed acquisition and relocation of the Marion barn and windmill.

Steinel, Alvin T. *History of Agriculture in Colorado*. Fort Collins, CO: State Board of Agriculture, 1926.

Stone, Wilbur Fisk. *History of Colorado*. Chicago: The S. J. Clarke Publishing Co., 1918.

St. Petersburg Times (Florida)

"Colorado's Incredible Crook," Parade Magazine, 24 July 1955, p. 6.

Trustees Deed: Estate of Fred A. Ward, bankrupt, to W. L. Vogler, 11 March 1952. Adams County Title Records, Book 437, Page 581.

US Census Records for Joseph & Philena Marion and for Fred Ward, 1850-1940.

USGS Lafayette 7.5' Topographic Quadrangle Maps, 1944, 1956, 1965, 1971 and 1994.

Wagner, Albin. *Adams County, Colorado: A Centennial History, 1902-2002*. Virginia Beach, VA: The Donning Company, 2002.

Warranty Deed: Joseph H. Marion to Philena E. Marion, 8 June 1925. Adams County Title Records, Book 160, Page 194.

Warranty Deed: Philena E. Marion to Percy Marion, Ethel Cline and Clara Tanner, 12 September 1931. Adams County Title Records, Book 260, Page 313.

Warranty Deed: Percy Marion, Ethel Cline and Clara Tanner to Russell Wilkins, 2 July 1941. Adams County Title Records, Book 272, Page 49.

Warranty Deed: Russell & Mona Wilkins to Fred A. Ward, 16 June 1948. Adams County Title Records, Book 358, Page 592.

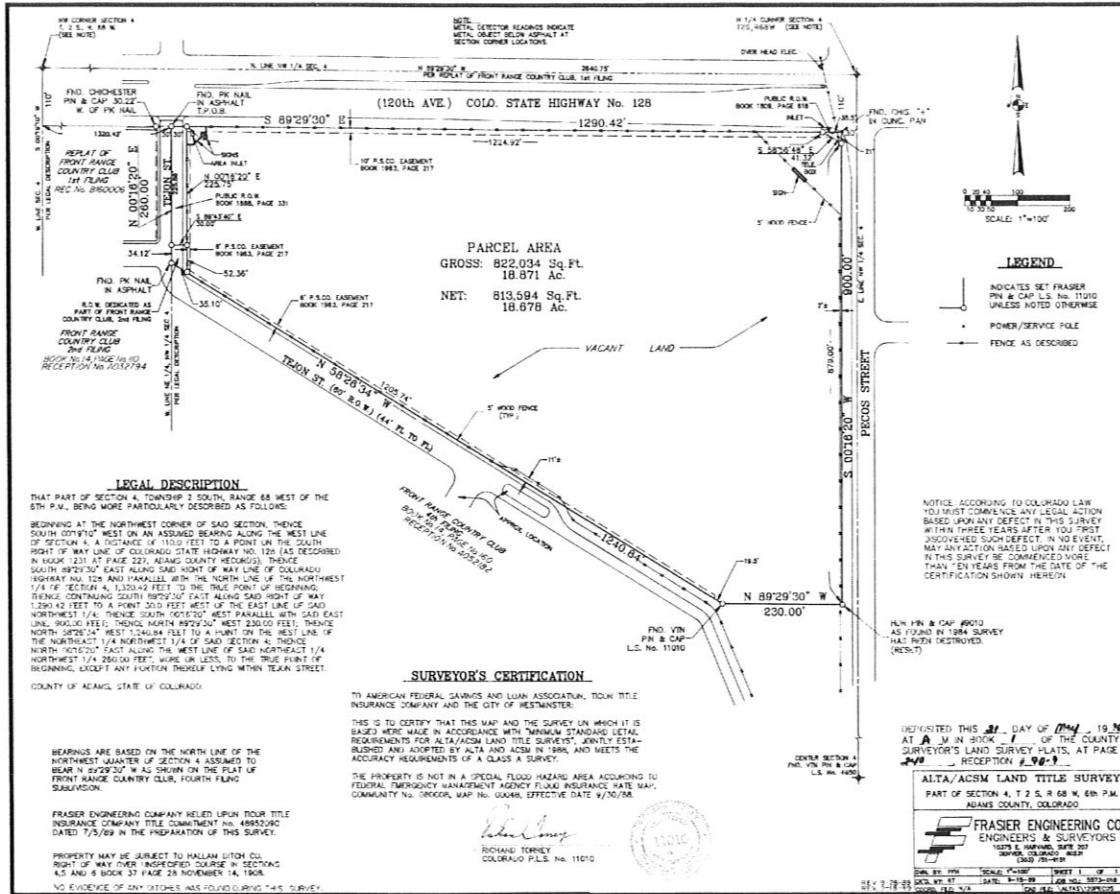
Warranty Deed: Fred A. Ward to Fred A. and Iva R. Ward, 24 June 1950. Adams County Title Records, Book 388, Page 23.

Warranty Deed: W. L. Vogler to R. A. Furbush, 18 February 1959. Adams County Title Records, Book 761, Page 135.

Warranty Deed: R. A. Furbush to Trans-Colorado Investment Company, 11 June 1969. Adams County Title Records, Book 1522, Page 209.

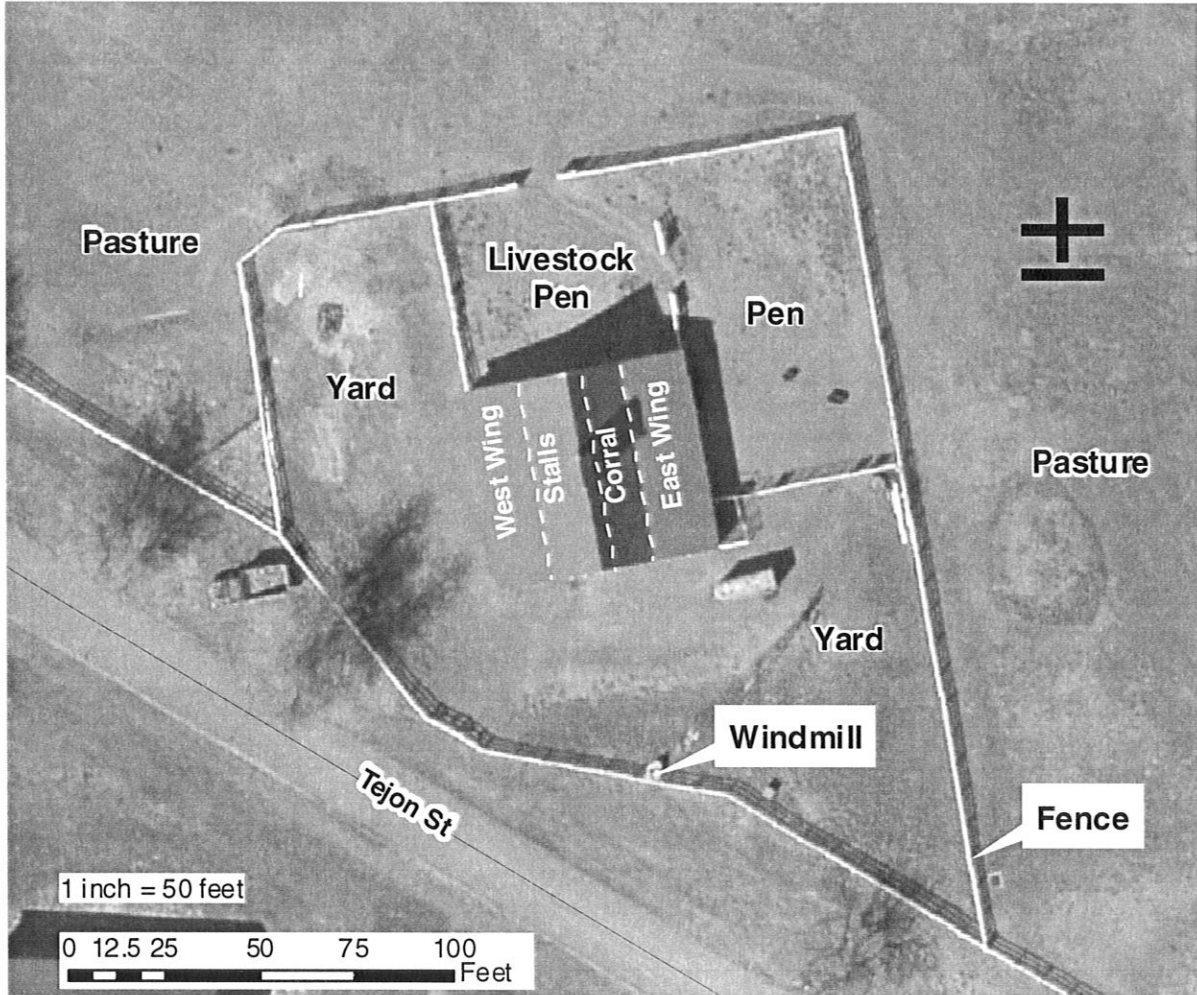
Willit's Farm Map. Denver: W.C. Willits, 1899. Located in the Denver Public Library's Western History Collection.

Appendix A Site Location Map



The Ranch Open Space 1989

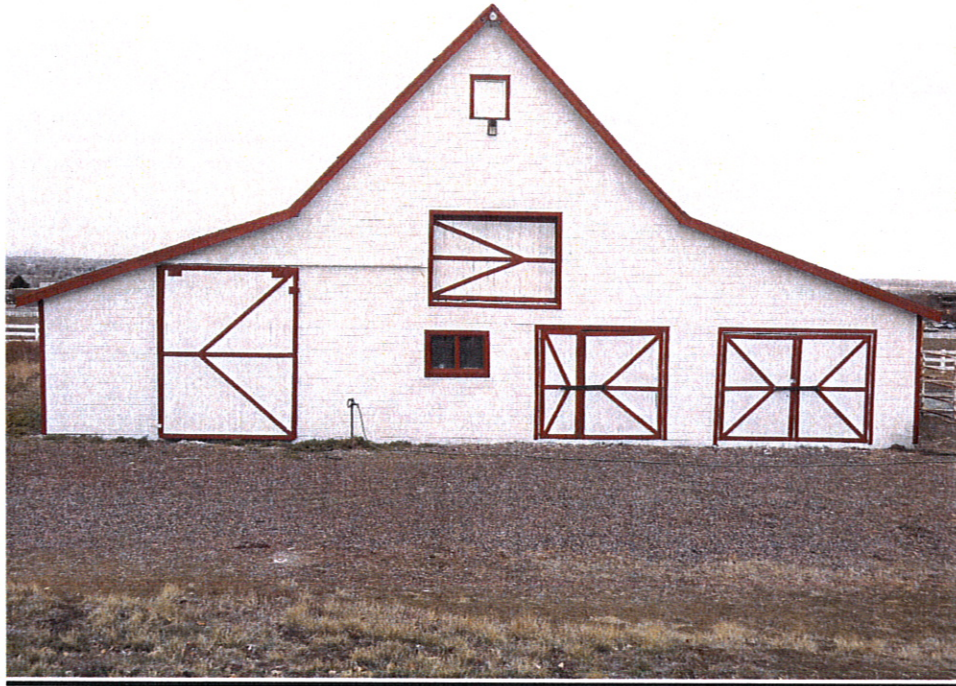
Appendix B Site Plan



Appendix C
Legal Description

SECT,TWN,RNG: 4-2-68 DESC: BEG AT NW COR SEC 4 TH S 110 FT TH E 1320/42 FT TO TRUE POB TH CONT E 1290/42 FT TO PT 30 FT W OF E LN NW4 SD SEC TH S 900 FT TH W 230 FT TH N 58D 26M W 1240/84 FT TO PT ON W LN NE4 NW4 SD SEC TH N 260 FT M/L TO POB 18/87A.

Appendix C
Photographs



Barn, south elevation (Fig. 1)



Barn, east elevation (Fig. 2)



Barn, south elevation (fig. 3)



Barn, west elevation (fig. 4)



Barn & Windmill, View to the Northeast (fig. 5)



Barn & Windmill, View to the Northwest (fig. 6)



Barn, View to the Northeast (fig. 7)



Barn, View to the Northwest (fig. 8)



Barn, View to the Southeast (fig. 9)



Barn, View to the Southwest (fig. 10)



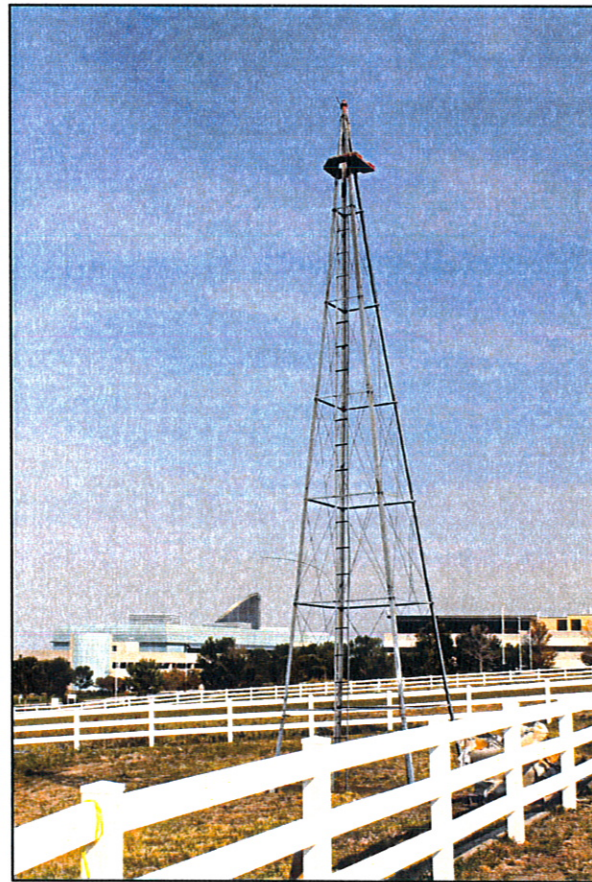
Barn Interior, Central Corridor with Horse Stalls (fig. 11)



Barn Interior, West Wing (fig. 12)



Barn Interior, Hayloft (fig. 13)



Windmill, View to the East (fig. 14)



Windmill, View to the Northwest (fig. 15)



Barn & Windmill from Pecos Street, View to the Southwest
Ward Horse Barn on the Left (fig. 16)



Barn on The Ranch Open Space, View to the Southeast (fig. 17)



Barn & Intact Windmill, 2006 (fig. 18)

RESOLUTION

RESOLUTION NO. 004

INTRODUCED BY BOARD MEMBER

SERIES OF 2012

Hardy

**A RESOLUTION
SUPPORTING THE DESIGNATION OF THE MARION-WILKINS-WARD BARN AND
WINDMILL AS LOCAL HISTORIC LANDMARKS**

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill property, located at the southwest corner of 120th Avenue and Pecos Street, Westminster, Colorado, property owned by the City of Westminster since 1989, designated as City Open Space land; and

WHEREAS, the 18.7 acre parcel is the remaining undeveloped part of the original 160 acre Marion family homestead of 1883 that has been in continuous agricultural use, and;

WHEREAS, the structures represent a style that is more than 50 years old; and

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill exemplify a barn style and farm accessory structure that was popular and functional at the time that the barn was originally constructed in 1910, and the windmill in the 1940's, and;

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill and the property represent an association with notable persons in the history of Westminster, the Marion family, the Wilkins family, and the Ward family, and;

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill are an established visual feature of the community and have not changed significantly since they were constructed, and;

WHEREAS, the City of Westminster has made an application for nomination of the Marion-Wilkins-Ward Barn and Windmill as a local historic landmark; and

WHEREAS, the City of Westminster City Council will consider the application at an upcoming meeting; and

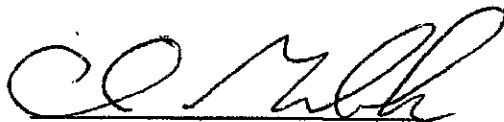
WHEREAS, the City's Historic Landmark Board considers the Marion-Wilkins-Ward Barn and Windmill to be good examples of period agricultural architecture and period agricultural uses, and the property is associated with three notable families who were prominent in the community and the history of the area.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC LANDMARK BOARD OF THE CITY OF WESTMINSTER:

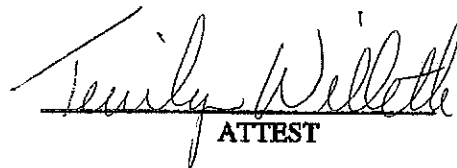
1. The City of Westminster Historic Landmark Board supports the nomination of the Marion-Wilkins-Ward Barn and Windmill and 18.7 acre site as a local historic landmark pursuant to Section 11-13-7 of the Westminster Municipal Code.

2. Description of features that should be preserved: The Marion-Wilkins-Ward Barn is a gable roofed structure with flanking shed style roofs. The barn has a footprint of 50 ft. by 57 ft. with a concrete slab floor. The upper level under the main roof contains a hayloft reached by an interior ladder. The hayloft has deep set exterior doors as well as a small opening near the peak of the gable at each end of the gable. The exterior of the barn is painted white with red trim and a red asphalt shingle roof. Most of the exterior siding is a horizontal weatherboard style, the original siding style used on the barn. All four elevations have at least one large door for access, as well as at least one single light window. The windmill is a steel structure designed for pumping ground water. The windmill is supported by four angle-iron legs, and strengthened with horizontal angle-iron braces mounted at equal distances from bottom to top, along with a series of slender diagonal guy wires. A metal ladder runs up the western side of the structure. The tower is capped by a small wooden platform, above which is the mount for the wind turbine.
3. The address or location of the property is: the southwest corner of 120th Avenue and Pecos Street, Westminster, Colorado
4. The legal description of the property is: SECT, TWN, RNG: 4-2-68
DESC: BEG AT NW COR SEC 4 TH S 110 FT TH E 1320/42 FT
TO TRUE POB TH CONT E 1290/42 FT TO PT 30 FT W OF E
LN NW4 SD SEC TH S 900 FT TH W 230 FT TH N 58D 26M W
1240/84 FT TO PT ON W LN NE4 NW4 SD SEC TH N 260 FT
M/L TO POB 18/87A; TOTAL OF 18.7 ACRES; COUNTY OF
ADAMS, STATE OF COLORADO.

PASSED AND ADOPTED this 4th day of December, 2012.



Chris Meschuk, Chair



ATTEST

RESOLUTION

RESOLUTION NO. **1**

INTRODUCED BY COUNCILLORS

SERIES OF 2013

**A RESOLUTION
TO DESIGNATE THE MARION-WILKINS-WARD BARN AND WINDMILL
AS A LOCAL HISTORIC LANDMARK**

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill property, located at the southwest corner of 120th Avenue and Pecos Street, Westminster, Colorado, consists of property owned by the City of Westminster since 1989, which is designated as City Open Space land; and

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill exemplify a barn style and farm accessory structure that was popular and functional at the time that the barn was originally constructed in 1910, and the windmill in the 1940's; and

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill property represents an association with notable persons in the history of Westminster, namely the Marion family, the Wilkins family, and the Ward family; and

WHEREAS, the Marion-Wilkins-Ward Barn and Windmill are an established visual feature of the community and have not changed significantly since they were constructed; and

WHEREAS, the City of Westminster has made an application for nomination of the Marion-Wilkins-Ward Barn and Windmill property as a local historic landmark; and

WHEREAS, the City's Historic Landmark Board adopted its Resolution 2012-004 on December 4, 2012 and found that the Marion-Wilkins-Ward Barn and Windmill are good examples of period agricultural architecture and period agricultural uses, and the former farm property is associated with three notable families who were prominent in the community and the history of the area;

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

1. That the Marion-Wilkins-Ward Barn and Windmill and the surrounding farm property is hereby designated as a local historic landmark pursuant to Section 11-13-7 of the Westminster Municipal Code.
2. That the description of features that should be preserved are as follows: The Marion-Wilkins-Ward Barn is a gable roofed structure with flanking shed style roofs. The barn has a footprint of 50 ft. by 57 ft. with a concrete slab floor. The upper level under the main roof contains a hayloft reached by an interior ladder. The hayloft has deep set exterior doors as well as a small opening near the peak of the gable at each end of the gable. The exterior of the barn is painted white with red trim and a red asphalt shingle roof. Most of the exterior siding is a horizontal weatherboard style, the original siding style used on the barn. All four elevations have at least one large door for access, as well as at least one single light window. The windmill is a steel structure designed for pumping ground water. The windmill is supported by four angle-iron legs, and strengthened with horizontal angle-iron braces mounted at equal distances from bottom to top, along with a series of slender diagonal guy wires. A metal ladder runs up the western side of the structure. The tower is capped by a small wooden platform, above which is the mount for the wind turbine.

3. That the address or location of the property is: the southwest corner of 120th Avenue and Pecos Street, Westminster, Colorado.

4. That the legal description of the property is: SECT,TWN,RNG: 4-2-68 DESC: BEG AT NW COR SEC 4 TH S 110 FT TH E 1320/42 FT TO TRUE POB TH CONT E 1290/42 FT TO PT 30 FT W OF E LN NW4 SD SEC TH S 900 FT TH W 230 FT TH N 58D 26M W 1240/84 FT TO PT ON W LN NE4 NW4 SD SEC TH N 260 FT M/L TO POB 18/87A; TOTAL OF 18.8 ACRES; COUNTY OF ADAMS, STATE OF COLORADO.

UTM Coordinates: UTM Zone 13 N
Datum NAD 83
Linear Unit: meter
499333.18 easting
4417879.83 northing

PASSED AND ADOPTED this 14th day of January, 2013.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM

City Clerk

Office of the City Attorney



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Public Hearing and Action on the Registry (LongsView) Development, Comprehensive Land Use Plan Amendment, 3rd Amended Preliminary Development Plan, The Registry Planned Unit Development; and Official Development Plan, The Registry, Planned Unit Development; and the 4th Amended Preliminary Development Plan Northridge at Park Centre 3rd Replat, Planned Unit Development, and 3rd Amended Official Development Plan, Northridge at Park Centre 3rd Replat, Planned Unit Development

Prepared By: Patrick Caldwell, Planner III

Recommended City Council Action

- 1) Hold a public hearing.
- 2) Pass Councillor's Bill No. 1 on first reading amending the Comprehensive Land Use Plan changing the designation on a portion of the Registry site and for a portion of the Northridge at Park Centre 3rd Replat site from Business Park to R-18 and City-Owned Open Space. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed;
 - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
- 3) Approve the Northridge at Park Centre 3rd Replat 4th Amended Preliminary Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
- 4) Approve the Northridge at Park Centre 3rd Replat 3rd Amended Official Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met.
- 5) Approve The Registry Third Amended Preliminary Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
- 6) Approve The Registry Official Development Plan with the following conditions.
 - a) Prior to recording the final plat an administrative amendment to the Official Development Plan must be approved by the City. The amended Official Development Plan must address the following items.

1. The design of the public art requirement is not shown on this Official Development Plan. The design of the art and related landscape will be shown in an Official Development Plan amendment.
 2. If the public art is not shown on an approved Official Development Plan amendment prior to recording the final plat then the public art requirement will be fulfilled by a cash-in-lieu payment of \$2,000 per acre. For 25.37 acres, the total is \$50,740. This shall be provided to the City prior to the issuance of a building permit and included in the Landscape Private Improvements Agreement. Should the property owner obtain approval of an amendment to this Official Development Plan that shows the installation of public art within one year from the date of this Official Development Plan approval by the City Council, but after issuance of a building permit, then the cash-in-lieu payment for public art shall be returned to the property owner per the Landscape Private Improvements Agreement.
- b) Prior to receipt of the Land Disturbance Permit offsite grading must be confirmed:
1. In a number of locations at the south and east edges of the site, offsite grading is required for this grading plan to function properly. Notarized letters shall be provided from the affected property owners. The letters shall state that the affected property owners agree to the proposed grading on their property and that they will grant permanent slope and temporary construction easements for the work shown on their property. The letters must be provided prior to the January 14, 2013, hearing of the City Council. The easements must then be recorded prior to the issuance of the Land Disturbance Permit.
 2. If the notarized letters for permanent slope easements and temporary construction easements are not obtained by January 14, 2013, then these Official Development Plan plans shall be revised with an Official Development Plan amendment to show revised grading at those locations. The Official Development Plan amendment must be completed prior to the issuance of the Land Disturbance Permit.

This recommendation is based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met.

Summary Statement

- The proposed development consists of 25.37 acres located on the east side of Zuni Street and Federal Parkway, south of 122nd Avenue and generally north of the Cornerstone Christian Academy property (formerly the Arabian Horse Center).
- The developer is proposing a for-rent multi-family development consisting of 312 dwelling units.
- Parking for the project will largely be provided in 272 spaces underneath the units. In addition, 44 standard garage spaces, 42 carport spaces and 208 surface level parking are provided for residents and guests.
- Buildings will range in height from three to four stories. The site is sloped to the north and west, which will result in many of the units having mountain views.
- The project is proposed to be developed in one phase.
- The entire Public Land Dedication (PLD) area of 8.4 acres located at the southeast corner of 122nd Avenue and Federal Parkway will be in the form of a sledding area on land to be dedicated to the City to fulfill the required public land dedication requirement.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed the proposals on December 11, 2012, and recommended that the City Council approve: an amendment to the Comprehensive Land Use Plan changing the designation on a portion of the Registry site and for a portion of the Northridge at Park Centre 3rd Replat site from Business Park to R-18 and City-Owned Open Space; and approval of the Northridge at Park Centre 3rd Replat 4th Amended Preliminary Development Plan and the Northridge at Park Centre 3rd Replat 3rd Amended Official Development Plan. The motions were approved 6-1. Commissioner Dunn was not supportive because there was no renewable energy component to the proposal.

The Planning Commission recommended the City Council approve The Registry 3rd Amended Preliminary Development Plan and The Registry Official Development Plan with all the conditions outlined on the December 11, 2012, Planning Commission agenda memo. The motion was approved 5-2. Commissioners Dunn and Boschert were not supportive because there was no renewable energy component to the proposal.

A number of the conditions have been addressed to the satisfaction of City staff and these conditions are no longer part of the Staff Recommendation.

Policy Issues

- 1) Should the City approve a Comprehensive Land Use Plan (CLUP) amendment for the Registry (LongsView) site and a portion of the Northridge at Park Centre 3rd Replat subdivisions from Business Park to R-18 and City-Owned Open Space?
- 2) Should the City approve the Northridge at Park Centre 3rd Replat 4th Amended Preliminary Development Plan (PDP)?
- 3) Should the City approve the Northridge at Park Centre 3rd Replat 3rd Amended Official Development Plan (ODP)?
- 4) Should the City approve The Registry Third Amended PDP?
- 5) Should the City approve The Registry ODP with conditions?

Alternatives

- 1) Recommend denial of the Comprehensive Land Use Plan (CLUP) amendment changing the designation from Business Park to R-18 and City-Owned Open Space. This alternative is not supported because a CLUP amendment is required for the proper designation of City-Owned Open Space that the City is receiving to fulfill the Public Land Dedication requirement. The high quality residential product will fill an unmet housing demand in this part of Westminster. Additionally, the apartments are a compatible use with the patio homes to the west of Zuni Street, the schools adjacent to the south and east, and to the other City-Owned Open Space that is across Federal Parkway northwest of the site.
- 2) Deny the Northridge at Park Centre 3rd Replat 4th Amended PDP. This alternative is not recommended because the Public Land Dedication (PLD) for the Registry (LongsView) Development is within this PDP, and the proposed PDP is in compliance with the criteria set forth in Section 11-5-14 of the Westminster Municipal Code (WMC).
- 3) Deny the Northridge at Park Centre 3rd Replat 3rd Amended ODP. This alternative is not supported because the Public Land Dedication for the Registry (LongsView) Development is within this ODP, and the proposed ODP is in compliance with criteria set forth in Section 11-5-15 of the WMC.
- 4) Deny The Registry Third Amended PDP. This alternative is not recommended since, in Staff's opinion, the proposed PDP is in compliance with the criteria set forth in Section 11-5-14 of the WMC.

- 5) Deny The Registry ODP. This alternative is not recommended since, in Staff’s opinion, the proposed ODP is in compliance with criteria set forth in Section 11-5-15 of the WMC, and the conditions attached to the approval can be accomplished through an ODP amendment.

Background Information

Nature of Request

The Registry (LongsView) development is a proposed apartment project that would contain 171 single bedroom, 129 two-bedroom, and 12 three-bedroom units. The site has expansive views of Longs Peak.

As a part of the request, a portion of Lot 13B, in the ODP of Northridge at Park Centre 3rd Replat, is being purchased by the Registry (LongsView) developer in order to expand the Registry (LongsView) boundary to include land for dedication to the City to fulfill the City’s public land dedication requirement. Because the transfer of land from the Northridge at Park Center 3rd Replat PDP and ODP, to the Registry PDP and ODP, the Northridge PDP and ODP also need to be amended as a part of this request.

Location

The site is generally located at the southeast corner of Federal Parkway and 122nd Avenue.

Comprehensive Land Use Plan (CLUP)

The Westminster Municipal Code requires the owner of the property requesting an amendment to the CLUP to prove the amendment is in the public good and in overall compliance with the purpose and intent of the CLUP. Further, the CLUP provides four criteria to be used when considering a CLUP amendment. Staff has reviewed these criteria and has provided the following comments on each.

- 1) The proposed amendment must “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” The proposed multi-family development would not be allowed under the Business Park designation, and there is an unmet demand for high quality rental residential apartments in this part of Westminster. The proposed plan adds new open space to the City's existing adjacent open space parcels. Staff believes that a residential use is more compatible with the adjacent schools and the open space than a business park use.
- 2) The proposed amendment must “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:

- Goal C1* Provide opportunities for housing in many forms for all incomes, lifestyles, and age groups within the City.
- Goal H1* Provide new and upgrade existing parks, recreational, and cultural facilities based on the needs of the community.
- Policy H2b* New residential development should assist in the provision of land for parks, open space or community facilities necessary for that development.
- Goal J3* Encourage a high quality of design for private developments and buildings.
- Goal J5* New developments shall incorporate natural terrain features in their design.

This proposed Registry ODP meets all of these goals. The apartments proposed include 1 bedroom, 2 bedroom and 3 bedroom units. The buildings are handicap accessible with covered parking interior to the building and elevator access to the apartments. Recreational amenities are onsite and include a large lawn, a volleyball court, a swimming pool, a clubhouse area and exercise rooms for the residents.

- 3) The proposed amendment must “Be compatible with existing and surrounding uses.” The site is located between Country Club Highlands, a single-family detached neighborhood, to the west; and Park Centre, which contains The Academy of Charter Schools North Campus, to the east; and land zoned for light industrial types of uses, also to the east. A private grade school, the Cornerstone Christian Academy abuts the entire south side of the site; and to the north and west are City-Owned Open Spaces and trails along Big Dry Creek. A multi-family use would provide a good transition between the uses.

- 4) The proposal must “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” The existing and proposed infrastructure is adequate to accommodate the proposed development. The existing water and sewer lines are adequately sized. Zuni Street operates at below capacity and can accommodate the proposed higher density residential traffic generation. Plus, the developer will widen and improve Federal Parkway abutting the development site and public land dedication area.

Public Notification

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

- **Published Notice:** Notice of public hearings scheduled before the City Council shall be published and posted at least four days prior to City Council public hearings. Notice for the City Council public hearing was published in the Westminster Window on January 3, 2013.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on January 3, 2013.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The required notices were mailed on January 3, 2013.

Applicant

Corum Real Estate Group
 600 South Cherry Street, Suite 625
 Denver, Colorado 80246

Property Owners

Evangelical Covenant Church
 8303 Wiggins Road
 Chicago, Illinois 60631

Purebred Arabian Trust
 555 17th Street, Suite 3200
 Denver, Colorado 80202

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	CLUP Designation	Use
North: Big Dry Creek Open Space	PUD	City Owned Open Space	Open Space
West: Country Club Highlands and Big Dry Creek Open Space	PUD	R-3.5	Single Family Detached Residential
South: Cornerstone Christian Academy	PUD	Public/Quasi-Public	School
East: Academy of Charter Schools North Campus and Northridge PDP vacant lot	PUD	Business Park	School and Vacant

Project Information

The following information provides examples of how the Registry (LongsView) development and related PDP and ODP amendments comply with the City's land development regulations and design guidelines and the criteria contained in Sections 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

Traffic and Transportation:

- Zuni Street is an existing two way collector street at the western boundary of the property. A 5-ft wide detached sidewalk will be constructed within the existing right-of-way on the Registry (LongsView) side of the street. The walk will extend from the south edge of the property north to Federal Parkway. An 8-ft wide sidewalk exists on the west side of Zuni Street. No parking is allowed on either side of Zuni Street. No new stop signs or signals are required.
- The Official Development Plan for Country Club Highlands did not provide for the establishment of a recovery for the construction of Zuni Street, so there are no current agreements requiring the Registry/LongsView development to pay for any of the costs for constructing the existing Zuni Street.
- Federal Parkway, an arterial street, will form the northwest edge of the site. A paved/striped wide median will be constructed to allow for the future restriping for a north-bound lane providing two northbound lanes from Zuni Street northeast to the existing 122nd Avenue. This extra wide median will allow left-turn striping to occur to provide sufficient capacity for the left turn movements onto Zuni Street. Because the northbound lanes are not constructed north or south of this site, the parkway will be striped for only one northbound lane. The road will taper at the north to accommodate a dedicated northbound right turn lane to 122nd Avenue. An 8-ft detached walk will be constructed along the Registry (LongsView) side of Federal Parkway. North of 122nd Avenue, intersection improvements will be made for the southbound lane to accommodate a dedicated left turn lane to 122nd Avenue. No new stop signs or signals are required.
- 122nd Avenue, an existing collector street, forms the northern boundary of this ODP. The road surface, a landscaped raised median, a 5-ft detached sidewalk on the north side of the road, and curb and gutter are built. Along the frontage of this ODP, a 5 ft detached sidewalk on the south side of the road will be constructed. No parking is allowed on this part of 122nd Avenue. No new stop signs or signals are required.
- The 122nd Avenue section into the Country Club Highlands subdivision west of Zuni Street has not yet been constructed. This street section is shown on the Country Club Highlands Official Development Plan, and is a required roadway connection to Zuni Street in the northerly portion of the Country Club Highlands subdivision. The street is provided for emergency vehicle access and local traffic circulation.
- Park Centre Drive, a minor collector street, will be extended through the site from its existing terminus at the east near the Academy of Charter Schools North Campus where a temporary cul de sac is presently located. At the west, Park Centre Drive will connect to Zuni Street where it will connect at a four way intersection to a not yet constructed segment of 122nd Avenue in the Country Club Highlands subdivision to the west. The roundabout on Park Centre Drive is the location of the main accesses to the apartment site. West of the roundabout, right turn only accesses will be available – one for access to the north side of Park Centre Drive, and one for access to the south side of Park Centre Drive. A raised landscaped median will be constructed in Park Centre Drive. Park Centre Drive will be one lane in each direction with no parking allowed on either side of the street. A stop sign at the west end of Park Centre Drive will be added. No signals are required.
- Site Design: The site is divided into three major blocks of development. Proposed in the area south of Park Centre Drive are four apartment buildings sited on a private internal loop drive. The buildings are paired in an L-shape and are connected at the corner of the L. A turf lawn forms a large forecourt area framed by the paired buildings. Six-foot wide sidewalks edge the lawn area. This large lawn area is part of the “greater than 6% private open area” committed by the developer in the Service Commitment competition. This site area is lower at the north and west and most of the north and west facing apartments will have mountain views.

The second major area is located north of Park Centre Drive. Similar to the southern buildings, four buildings are paired in L-shapes with a corner connection, and are sited on a private internal loop drive. The clubhouse and related amenities are located on the main level of one of the buildings with a swimming pool at the west. The other L-shape building frames the volleyball court and a small lawn at the west. The site is lower at the north and west and most of the north and west facing apartments will have mountain views. A landscaped area with art work as a focal point is planned at the west edge of this site area. Final design of the art and overlook will be completed in the spring of 2013, and an amendment to the ODP will show the design. A marker will note that this overlook is at an elevation of 5,280 feet.

The third area is located mostly north of the apartment buildings, south of 122nd Avenue, and east of Federal Parkway. A finger of this area extends along the Federal Parkway frontage. This is the land that will compose the public land dedication area (PLD) and totals 8.4 acres. Much of this part of the site is steeply sloped. The objective is for this large area to be available for winter sledding and pedestrian trail connections. A large detention pond in the north half of this area is also available for sledding. This part of the site will be native seed with few trees and shrubs so that sledding is easily accommodated. The trail will be built at the top of the slope and will have sweeping mountain views. A parking lot is proposed to accommodate users of the open space.

- Fencing: Three fence styles will edge parts of the ODP. An open rail fence in the style used on the City's open space areas will be constructed along 122nd Avenue. The fence will continue south along Federal Parkway to its intersection with Zuni Street. Other fence areas will frame trail intersections and transition areas of the public land dedication area.

An open rail style fence with masonry pillars set 64 ft. apart will be constructed in two separate segments on the site. One segment is along the south side of the property adjacent to the Cornerstone Christian Academy. The other segment will extend approximately 140 ft north of Park Centre Drive along the east edge of the site. The masonry pillars will match masonry used elsewhere on the site.

South of Park Centre Drive along the east edge of the site, an 8-ft masonry wall is proposed as a requirement of this project. The masonry will match the style used elsewhere on the site. The lot in the adjacent Northridge PDP allows light industrial uses, and the masonry wall will serve as a buffer for the residential uses being proposed by this project.

No fencing will be installed in several edge areas of the site. These edge areas are the west edge along the Zuni Street frontage and partially the northwest edge along Federal Parkway. Landscaping and grade changes will provide good separation from the street. North of Park Centre Drive along the east edge of the property the adjacent school's drainageway, and grade changes provide a good separation of uses.

- Architectural Design: All eight buildings will have one level of underground parking. Storage space and many of the condenser units will be located in the underground garage area. The buildings are three stories at each end with a fourth floor composing the middle part of the buildings. The buildings are paired in an L-shape with a connection at the corner of the L. An internal hallway connects the buildings at the L corner, and the elevator and stairs are also located at the L corner. Bay style windows are required on at least 50% of the units on the front façade of the building. For all 8 buildings, there are 171 bay style windows on front facades and this is 62% of the units on front facades. There are additional bay windows, but these are not on facades considered the front of the building. At least 50% of the units need to have either a patio with 120 square feet of unobstructed area, or a balcony with a minimum of 80 square feet with a 6 ft minimum depth. A total of 54% of the units have a patio or balcony that meets this minimum. There are additional patios and balconies, but they do not meet this minimum standard nor are they required to do so. All buildings will have similar materials with stone at the lower levels and a cementitious siding application on the upper

levels. These are low maintenance materials. Layered gables and corner roof elements, bay windows, balconies, stepped building height at the building ends, and varied siding styles are used to create an interesting exterior that will enhance this highly visible site. A varied color palette will be used on different buildings.

- Landscape Design: The landscape design for the site is composed of two parts, and both are designed to achieve a low water use. The first part of the site is land that will be dedicated to fulfill the public land dedication requirement. This is at the north part of the site with a small finger extending south along the frontage of Federal Parkway. Native seed with few trees and shrubs on steeper slopes would compose this landscape. The second part of the site surrounds the apartment buildings and the parking areas. This landscape is not quite as steep and would be graded to create some platforms for building placement, open lawn areas, parking areas, the volleyball court, the observation area and the swimming pool. Medium to low water use plants have been specified for most of the landscape areas and for the terraced slopes. A low water use turf has been specified for many of the perimeter areas. In numerous locations, a decorative grass has been designed to screen the ground mounted mechanical equipment.
- Public Land Dedication: A public land dedication (PLD) is required for residential developments in the City. The City Code (11-6-8(B)) requires 12 acres per 1,000 residents for a multi-family development. Projected population for multi-family is 2 persons per unit. For 312 units, the population is 624 persons. For 624 persons, the PLD required is 7.49 acres. The City will receive 8.43 acres for PLD. Of the total 8.43 acres, only 6.51 acres are available for full credit. The remainder 1.89 acres of the total are the bottom of a detention pond and were given partial credit (.519 rate of credit) and calculates at .98 acres. The City Code normally requires 6 acres of floodable land for non-floodable land. However, Staff recommends granting a greater credit for this site since it will be used for sledding activities. The full credit of 6.51 acres plus the partial credit acres of .98 total 7.49 acres and fulfill the PLD. The location of the PLD is mostly the north part of the site.
- Park Development Fee: For all residential sites, a park development fee is due. A park development fee of \$1,169 (2012 fee amount) per dwelling unit is due to the City. The park fee is adjusted annually in accordance with the Consumer Price Index (CPI) as established for the Denver metropolitan area. For 312 units,
 - the total fee is \$364,728. This fee will be due at the time of the first issuance of the first building permit for the Registry ODP. Staff is proposing that a portion of this money be committed to construct the parking lot and trail on the PLD.
- School Land Dedication: Any person or entity proposing residential zoning or development shall dedicate or convey land for a public school site. In the event that land is not deemed feasible or in the best interests of the City or the school district, as determined by the City or the school district, the City may require a payment in lieu of land dedication. For this site, it was determined that a public school site was not feasible. The 2012 fee is \$112 per unit. For 312 units, the total fee is \$34,944. Cash-in-lieu of land dedication shall be payable to the City prior to the recordation of the final plat.
- Parks/Trails/Open Space: As noted earlier, the PLD is at the north part of the site and totals 8.43 acres. This will be dedicated to the City at the time of final plat. The applicant has agreed to contribute a lump sum of \$60,000 to the City for maintenance of the PLD area. The City's Parks Division will provide improvements to the site to accommodate a sledding hill. The existing large detention area has a sloping area that is used as a sledding hill after heavy snows. With this development, the existing detention pond will be expanded. The sledding use will be allowed to continue. The detention pond trickle channels and drain outlets have been designed to soften the typical hard edges in most detention ponds to better accommodate sledding activity.

- Signage: Two subdivision identification signs are allowed, and one is proposed on Park Centre Drive and the other will face Federal Parkway. A monument sign in the median was a commitment with the service commitments award. This will be installed in the median of Park Centre Drive at the Zuni intersection. A subdivision identification sign is proposed on the face of the retaining wall for the raised observation site area that fronts Federal Parkway. Both signs meet the design criteria, setbacks and sign area standards pursuant to subsection 11-11-7(E) of the WMC.
- Lighting: Bollard lights will illuminate the pedestrian walks internal to the site. The parking lots will be lighted. For these items the light design, the locations and the photometric analysis are shown on the ODP and are acceptable to the City.

The City is in the process of transitioning from Xcel's ownership of street lights to City ownership. The type of street lights acceptable to the City as well as notes that explain the installation and maintenance of the lights are shown on the ODP. Street lights will be installed on Park Centre Drive, Zuni Street, Federal Parkway, and 122nd Avenue.

Service Commitment Category

City Council awarded 156 Service Commitments (for up to 312 units) in the B-3 category for this project on June 13, 2011. In January, 2012, the City Council extended the service commitments. The resolution stated "The project must proceed with the development review process and receive approval for a Comprehensive Land Use Plan amendment, Preliminary Development Plan, and Official Development Plan approval by December 31, 2013." This project fulfills that requirement and provides all of the incentives agreed upon as part of the service commitment award.

Referral Agency Responses

Referrals were sent to Xcel Energy and the Adams 12 Five Star School District. Xcel Energy sent a response requesting adequate utility easements be provided and depicted on the final plat. The Adams County 12 Five Star School District staff estimated "no elementary school impact, no middle school impact, and an uncertain impact on the Mountain Range High School that may not be due to the addition of these apartment units."

Neighborhood Meeting and Public Comments

A neighborhood meeting was not held for this property. At the time this was submitted for review in 2010, no residential buildings were present and no active residential construction was within 300 feet of the site. All adjacent property owners within 300 ft were mailed notice of the City Council public hearing.

Adjacent uses to the east and south are schools or vacant parcels. Adjacent land to the north and northwest is City-Owned Open Space. The Country Club Highlands residential subdivision is to the west across Zuni Street. For the City Council hearing, the adjacent Country Club Highlands Homeowners Association was notified. Staff has recently received comments from residents in the Country Club Highlands subdivision. Concerns were noted with potential traffic congestion at the Zuni intersection of 120th Avenue, the Zuni Street access drive to the Cornerstone Christian Academy, the future 122nd Avenue to Park Centre Drive intersection with Zuni Street, and the intersection of Federal Parkway to Zuni Street. With the exception of the Cornerstone Christian Academy, these intersections were addressed in the traffic study for this ODP and Staff has evaluated the traffic study conclusions. (See previous section.) Country Club residents also noted concerns with existing and future cut through traffic in their subdivision. This concern was not addressed in the traffic study. Intuitively, Staff does not believe traffic will cut through Country Club Highlands since it will be more direct and faster to use Zuni Street, 120th Avenue and Federal Parkway. The Country Club Highlands residents also raised concerns about cost recoveries for the construction of Zuni Street that may be due to their Metro District. Recovery costs are established at the time of the Public Improvements Agreements, and Staff has found that a recovery was not established for the construction of the east half of Zuni Street.

Strategic Plan

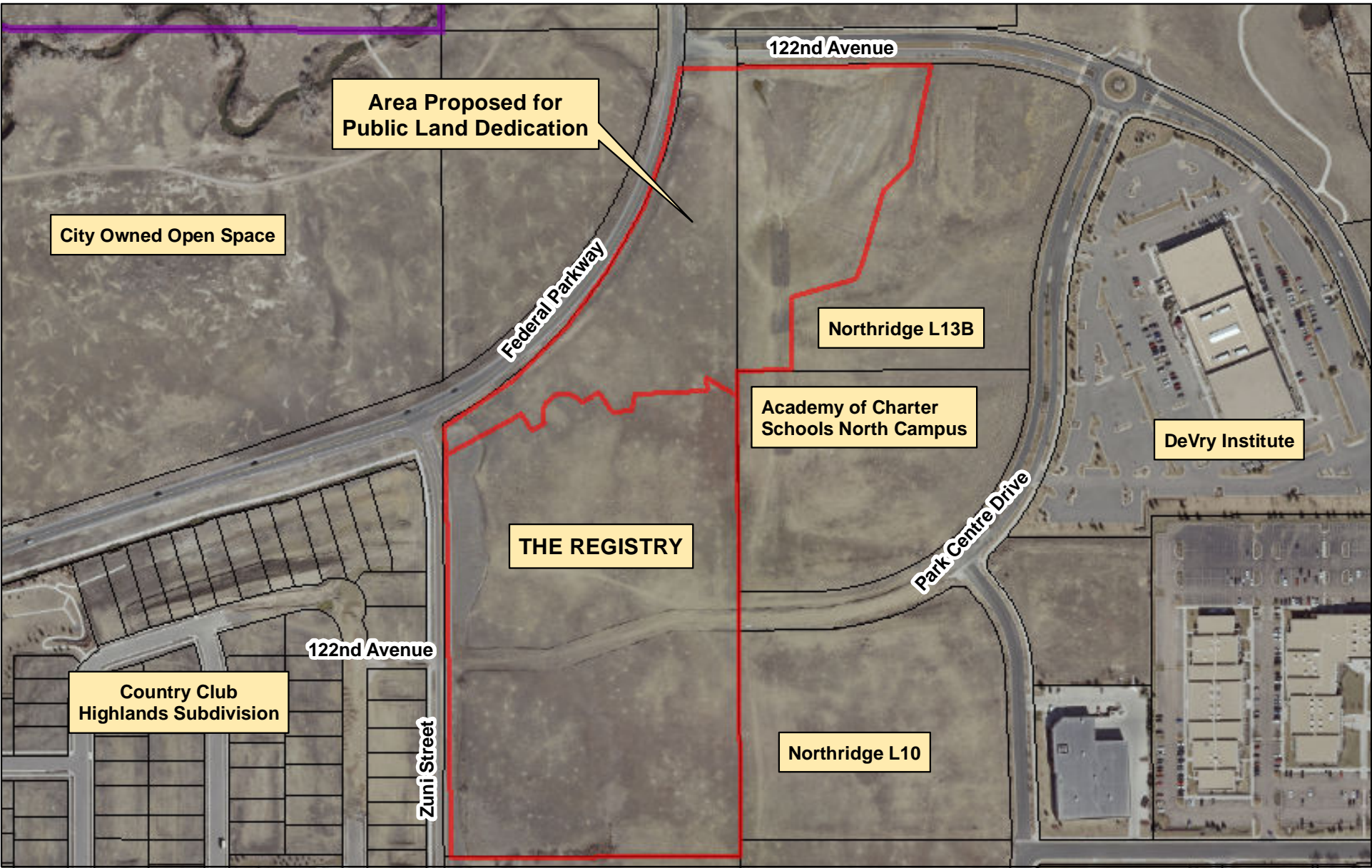
The requests meet the City Council's Strategic Plan goals of *Strong, Balanced Local Economy*; *Vibrant Neighborhoods in One Livable Community*; and *Beautiful and Environmentally Sensitive City*.

Respectfully submitted,

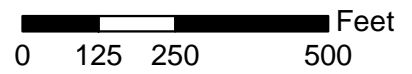
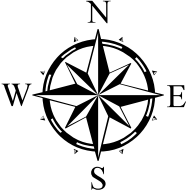
J. Brent McFall
City Manager

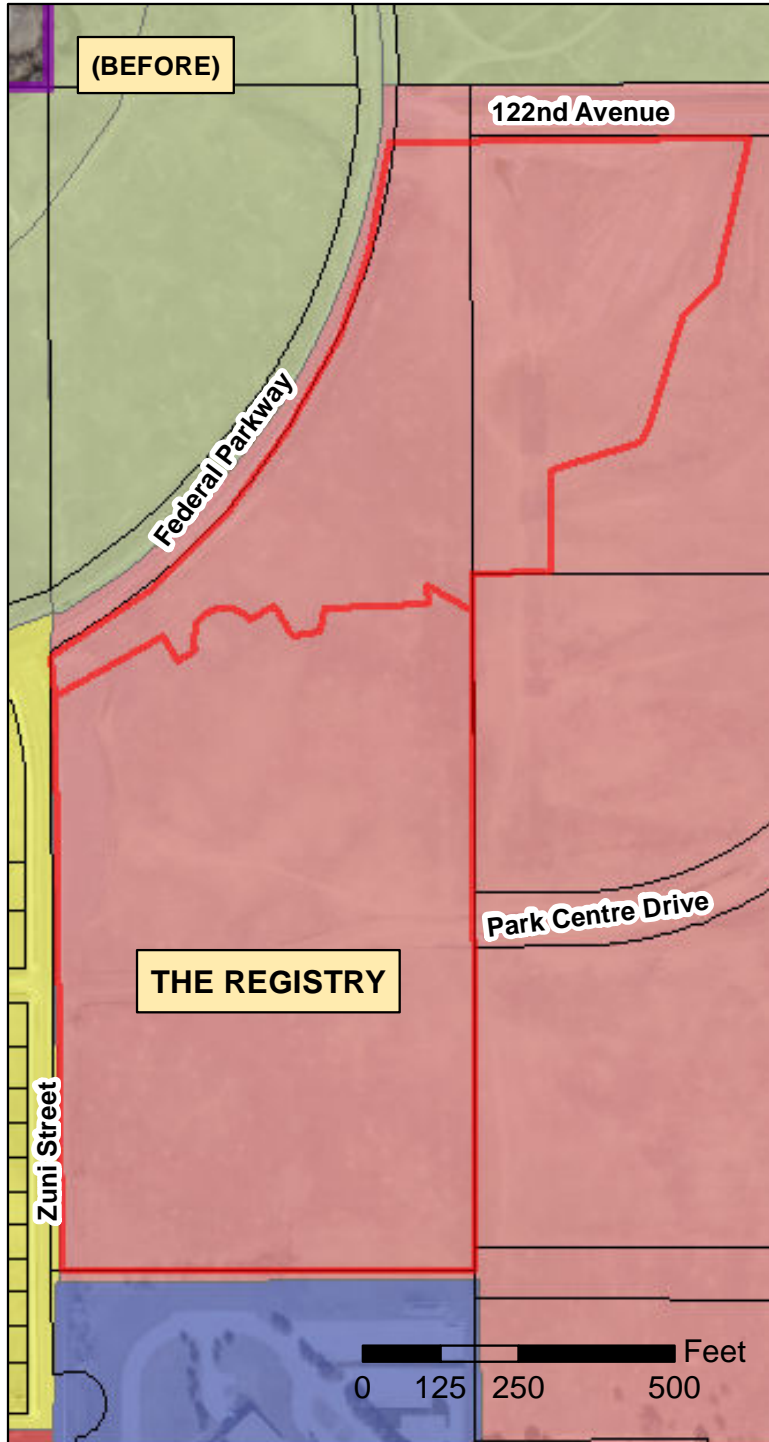
Attachments

- Attachment A - Vicinity Map
- Attachment B - Comprehensive Land Use Plan Map
- Attachment C - The Registry ODP (LongsView) *(available for review in the City Clerk's Office)*
- Attachment D - The Registry Third Amended Preliminary Development Plan
(available for review in the City Clerk's Office)
- Attachment E - 4th Amended Preliminary Development Plan Northridge at Park Centre 3rd Replat
(available for review in the City Clerk's Office)
- Attachment F - 3rd Amended Official Development Plan, Northridge at Park Centre 3rd Replat
(available for review in the City Clerk's Office)
- Attachment G - Criteria and Standards for Land Use Applications
- Ordinance – Comprehensive Land Use Plan
 - Exhibit A – Legal Description Page 1, Page 2
 - Exhibit B – Comprehensive Land Use Plan Map



The Registry - Vicinity Map
(SEC of Federal Parkway and Zuni Street)






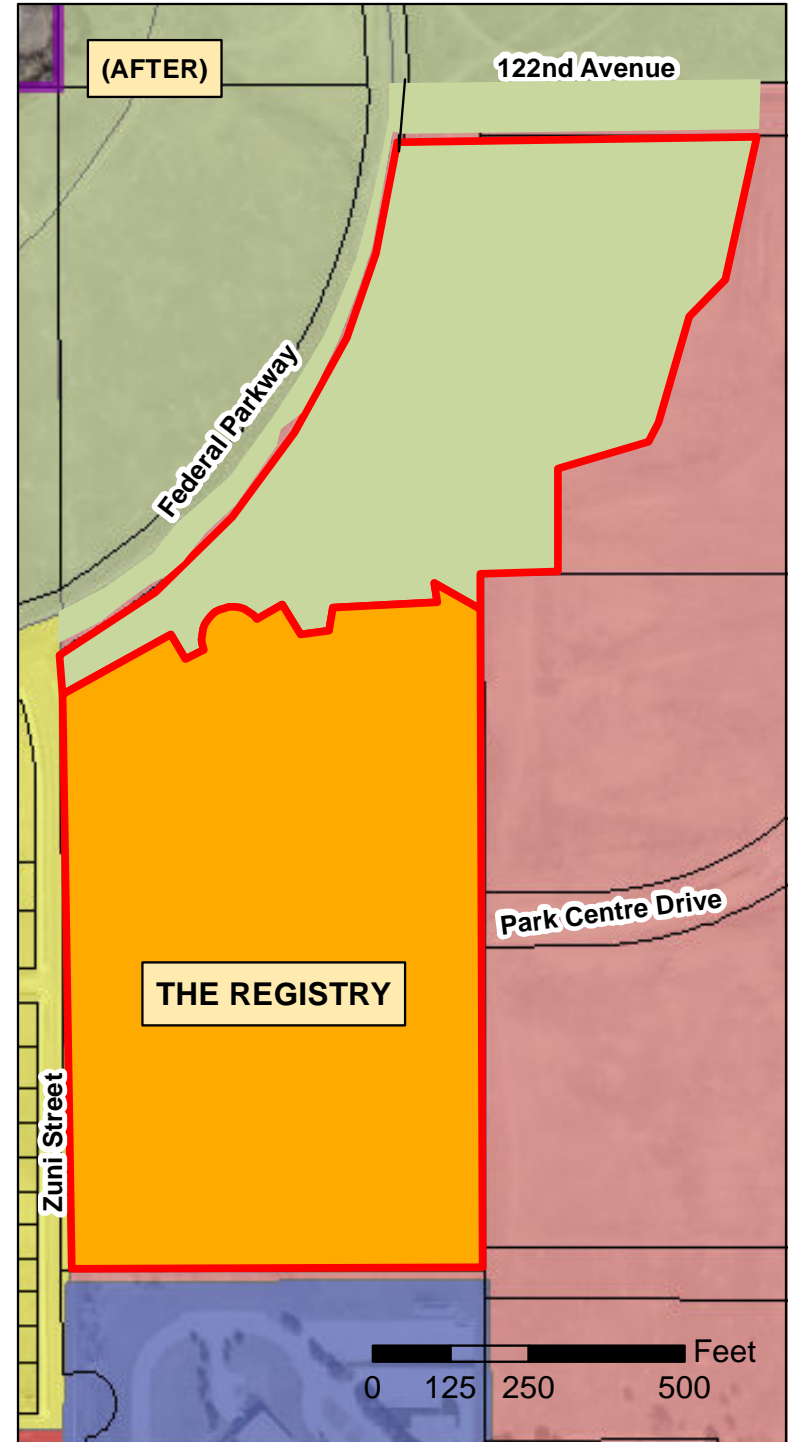
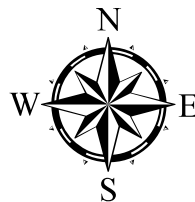


The Registry

(SEC of Federal Parkway and Zuni Street)

Comp Plan Designations

	R-3.5
	R-18
	Retail Commercial
	Business Park
	City Owned Open Space
	Public/Quasi Public



Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

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

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

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

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

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

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

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

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

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.

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

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

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **1**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds that:

a. An application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owners of the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from "Business Park" to "R-18" for the 16.07 acre parcel and to "City-owned Open Space" for the 10.05 acre parcel generally located at the southeast corner of Zuni Street and Federal Parkway.

b. Such application has been referred to the Planning Commission, which body held a public hearing thereon on December 11, 2012, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

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

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

e. The owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly that the requested amendment will provide opportunities for housing in many forms for all incomes, lifestyles, and age groups within the City, and; incorporate natural terrain features into the design, and; incorporate water conservation measures in accordance with the City of Westminster Landscape Regulations, and; incorporate a high quality of design for private developments and buildings.

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designations of the properties more particularly described on attached Exhibit A to R-18 and City-owned Open Space, respectively, as depicted on the map attached as Exhibit B, which is incorporated herein by reference.

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 14th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 28th day of January, 2013.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

R-18

A parcel of land, located in the SW1/4 of Section 33, T1S, R68W of the 6th P.M., being more particularly described as follows:

Commencing at the Southwest corner of said Section 33; thence N 00°15'13" W, along the west line of said Section 33, a distance of 729.89; thence N 89°59'25" W, a distance of 2.50 feet to the point of beginning;

Thence N 00°15'13" W, a distance of 764.60 feet; thence along the arc of a curve to the left, having a central angle of 14°27'14", a radius of 497.53 feet, for an arc length of 125.51 feet; thence N 75°17'34" E, a distance of 39.00 feet; thence along the arc of a non-tangent curve to the right, having a central angle of 01°40'56", a radius of 1119.00 feet, for an arc length of 32.85 feet (the chord of which bears N 64°42'12" E, a distance of 32.85 feet); thence along the arc of a non-tangent curve to the right, having a central angle of 30°40'29", a radius of 50.00 feet, for an arc length of 26.77 feet (the chord of which bears N 41°34'07" E, a distance of 26.45 feet); thence N 56°54'21" E, a distance of 117.82 feet; thence along the arc of a curve to the right, having a central angle of 86°22'54", a radius of 35.00 feet, for an arc length of 52.77 feet; thence S 36°42'44" E, a distance of 35.46 feet; thence N 53°17'16" E, a distance of 37.63 feet; thence along the arc of a non-tangent curve to the right, having a central angle of 168°04'42", a radius of 34.96 feet, for an arc length of 102.54 feet (the chord of which bears N 51°09'29" E, a distance of 69.53 feet); thence N 49°06'06" E, a distance of 56.19 feet; thence along the arc of a curve to the right, having a central angle of 40°38'41", a radius of 100.00 feet, for an arc length of 70.94 feet; thence N 89°44'47" E, a distance of 176.95 feet; thence N 34°44'47" E, a distance of 43.18 feet; thence S 55°15'13" E, a distance of 58.79 feet; thence S 00°15'13" E, a distance of 1089.14 feet; thence S 89°55'37" W, a distance of 678.87 feet to the point of beginning, containing 700,093 square feet (16.07 acres) more or less.

County of Adams, State of Colorado

Bearings are based on the west line of the SW1/4 of Section 33, T1S, R68W of the 6th P.M. Said line is assumed to bear N 00°15'13" W, and is monumented on the south by a 2.5" aluminum cap, L.S.#2149, and on the north by a 3" aluminum cap, L.S.#2149.

City-Owned Open Space

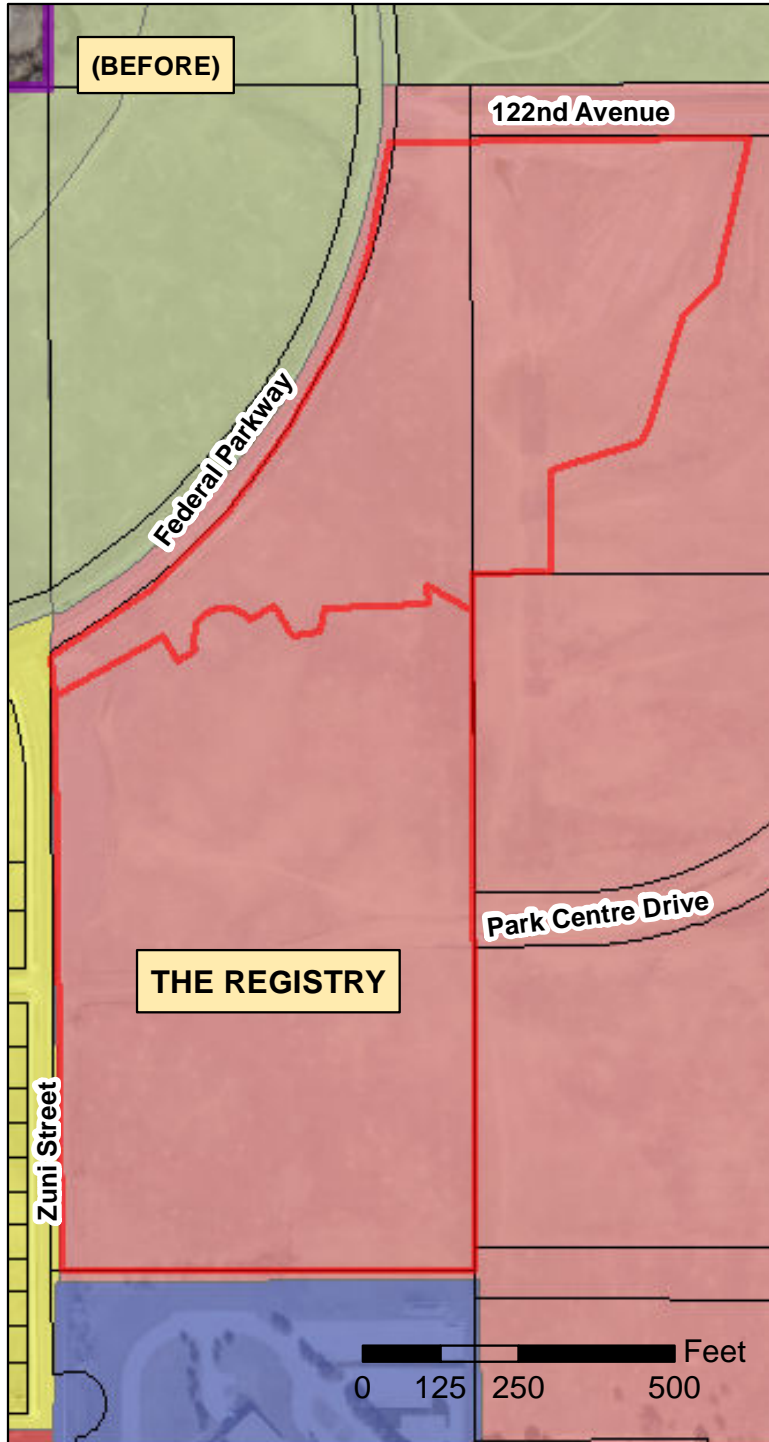
A parcel of land, located in the SW1/4 of Section 33, T1S, R68W of the 6th P.M., being more particularly described as follows:

Commencing at the Southwest corner of said Section 33; thence N 00°15'13" W, along the west line of said Section 33, a distance of 1628.42 feet; thence N 89°44'47" E, a distance of 19.52 feet to the point of beginning;

Thence S 75°17'34" W, a distance of 39.00 feet; thence along the arc of a non-tangent curve to the left, having a central angle of 8°01'12", a radius of 497.53 feet, for an arc length of 69.64 feet (the chord of which bears N 18°43'02" W, a distance of 69.58 feet); thence N 22°43'36" W, a distance of 43.64 feet; thence along the arc of a non-tangent curve to the left, having a central angle of 61°14'03", a radius of 1000 feet, for an arc length of 1068.74 feet (the chord of which bears N 36°39'21" E, a distance of 1018.59 feet); thence N 89°36'05", a distance of 121.62 feet; thence N 89°36'21" E, a distance of 437.33 feet; thence S 15°33'32" W, a distance of 235.61 feet; thence S 30°17'09" W, a distance of 91.10 feet; thence S 13°01'33" W, a distance of 155.60 feet; thence S 49°35'15" W, a distance of 55.90 feet; thence S 66°28'04" W, a distance of 133.39 feet; thence N 00°20'24" W, a distance of 156.64 feet; thence S 89°44'55" W, a distance of 126.08 feet; thence S 00°15'13" E, a distance of 21.95 feet; thence N 55°15'13" W, a distance of 58.79 feet; thence S 34°44'47" W, a distance of 43.18 feet; thence S 89°44'47" W, a distance of 176.95 feet; thence along the arc of a curve to the left, having a central angle of 40°38'41", a radius of 100.00 feet, for an arc length of 70.94 feet; thence S 49°06'06" W, a distance of 56.19 feet; thence along the arc of a non-tangent curve to the left, having a central angle of 168°04'42", a radius of 34.96 feet, for an arc length of 102.54 feet (the chord of which bears S 51°09'29" W, a distance of 69.53 feet); thence S 53°17'16" W, a distance of 37.63 feet; thence N 36°42'44" W, a distance of 35.46 feet; thence along the arc of a curve to the left, having a central angle of 86°22'54", a radius of 35.00 feet, for an arc length of 52.77 feet; thence S 56°54'21" W, a distance of 117.82 feet ; thence along the arc of a non-tangent curve to the left, having a central angle of 30°40'29", a radius of 50.00 feet, for an arc length of 26.77 feet (the chord of which bears S 41°34'07" W, a distance of 26.45 feet); thence along the arc of a non-tangent curve to the left, having a central angle of 01°40'56", a radius of 1119.00 feet, for an arc length of 32.85 feet (the chord of which bears S 64°42'12" W, a distance of 32.85 feet) to the point of beginning, containing 437,697 square feet (10.05 acres) more or less.

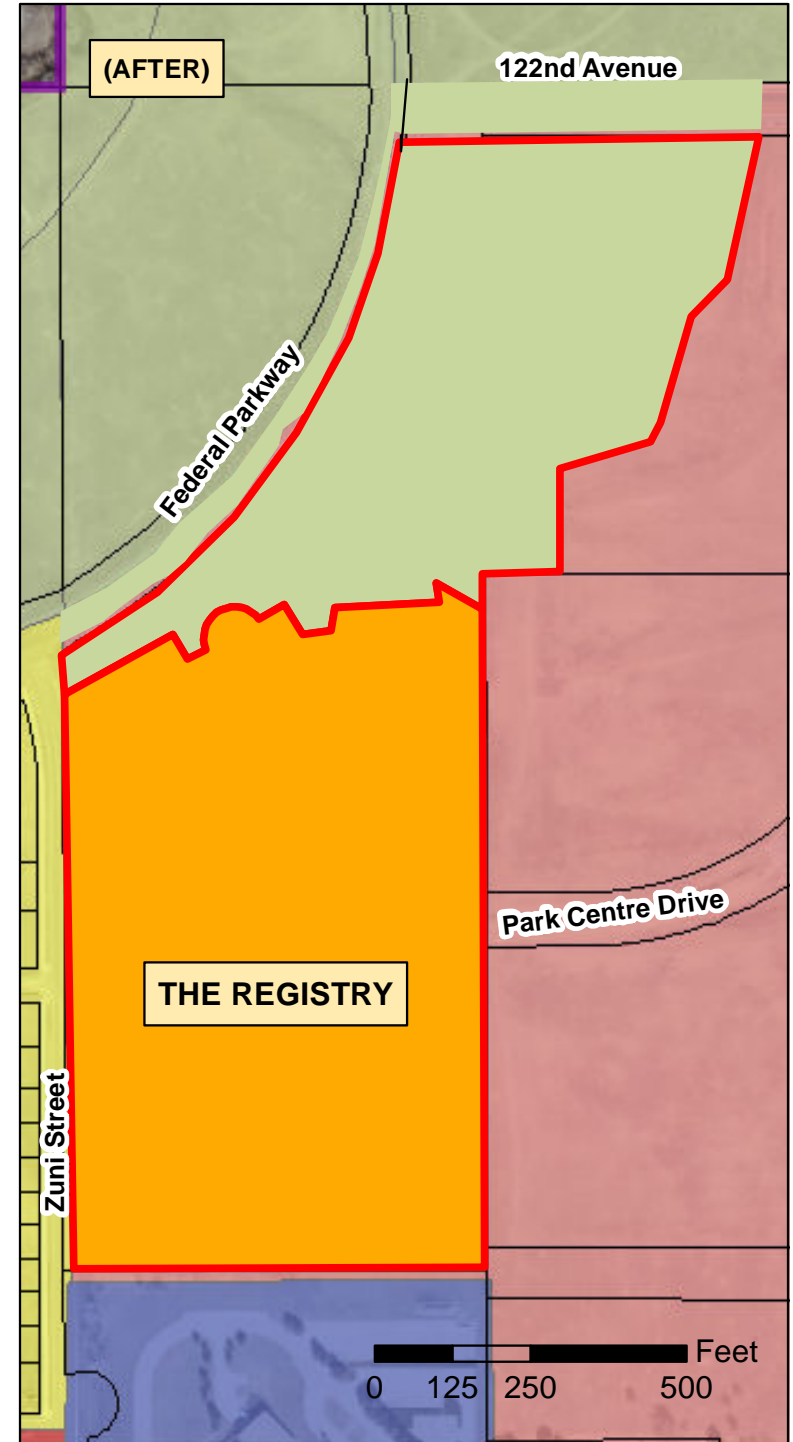
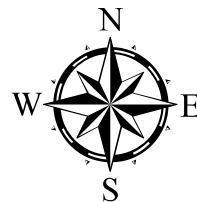
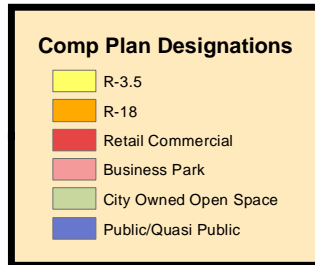
County of Adams, State of Colorado

Bearings are based on the west line of the SW1/4 of Section 33, T1S, R68W of the 6th P.M. Said line is assumed to bear N 00°15'13" W, and is monumented on the south by a 2.5" aluminum cap, L.S.#2149, and on the north by a 3" aluminum cap, L.S.#2149.



The Registry

(SEC of Federal Parkway and Zuni Street)





Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Resolution No. 2 re 2013 HOME Funding Allocations

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Adopt Resolution No. 2 allocating the balance of 2013 HOME funds being administered on behalf of the City by Adams County.

Summary Statement

- The U.S. Department of Housing and Urban Development (HUD) provides an allocation of HOME Investment Partnership Act (HOME) funds annually to the City of Westminster through Adams County (ADCO), pursuant to a HUD requirement, to support affordable housing efforts.
- It is estimated that the City will receive a HOME fund allocation of about \$154,000 for 2013. The City also has a balance of about \$166,000 in HOME funds that needs to be spent down in a timely manner. The cumulative balance of HOME funds is estimated at approximately \$320,000 effective March 1, 2013.
- Adams County requires that the City's HOME funds be allocated and assigned by a City Council approved resolution.
- Pursuant to HUD regulations and an agreement with ADCO, the County retains 10% of the City's annual allocation to be applied towards administration of the program.
- At the City Council Regular Session on December 10, 2012, Council directed that the balance of the 2013 HOME funding (estimated at \$138,600) be directed towards future affordable housing development projects.
- Staff is recommending that the HOME balance of approximately \$320,000 be allocated in 2013 to the following HOME eligible activities providing assistance to low-income households:
 - 10% of total 2013 allocation (estimated at \$15,400) towards Adams County Community Development Administration; and,
 - The balance of approximately \$304,600 (estimated at \$138,600 plus \$166,000) towards future affordable housing development projects.

Expenditure Required: \$320,000

Source of Funds: HOME Fund Administered by Adams County Community Development

Policy Issue

Should the City allocate HOME funds to program administration and affordable housing development projects?

Alternatives

1. The City could choose not to allocate the funds. This alternative is not suggested as it will prevent Adams County from expending the funds, which then will be required to be returned to the Federal government.
2. The City could choose to allocate a proportion of the funds to the home rehabilitation and homebuyer down payment assistance programs. This alternative is not recommended as there is limited demand for the down payment assistance program, and the City has over \$100,000 available in CDBG funding for the City's Minor Home Repair Program.

Background Information

HOME funds are distributed to eligible communities to assist in the development and provision of housing to low-income households and targeted populations (e.g. seniors, persons having disabilities, homeless, etc.). The City of Westminster alone does not meet the minimum population requirements to receive the funds directly from HUD as an entitlement. However, by having joined the HUD-authorized Adams County HOME Program Consortium, the City received an allocation of about \$168,000 in 2012 providing funding for eligible affordable housing projects. Although the 2013 HOME budget is not known at this time, it is estimated that the 8% federal sequester reduction, if imposed, would decrease the City's funding in 2013 to about \$154,000.

HOME proceeds have, in more recent years, been used to assist affordable housing development, to provide down-payment assistance to low and moderate-income homebuyers, and to fund the housing rehabilitation program administered by Adams County. Per the consortium agreement, ten percent of the grant, as allowed per HUD regulations, is provided to Adams County for program administration.

There has been limited demand for the down-payment assistance funded by HOME money. There are other types of down-payment assistance programs offered through several organizations, including the Colorado Housing and Finance Authority (CHFA), Community Resources and Housing Development Corporation (CRHDC) headquartered in Westminster, and Adams County Housing Authority (ACHA). As a result, it is recommended that the City not use HOME funds to offer down-payment assistance in 2013.

In 2012, the City recommended limiting the major home rehabilitation program to \$50,000, because the City also provided an annual \$50,000 to the Minor Home Repair Program (totaling \$150,000 for a three year period from 2010-2012). Typically, only two to three homeowners can benefit from the \$50,000 major home rehabilitation program budget, as projects have cost on average of over \$19,000. Since the City needed all of its available HOME funding to provide \$500,000 for the rehabilitation of the Westminster Commons by the Volunteers of America (VOA), City Staff directed Adams County to place a hold on any additional rehabilitation projects.

The City's current HOME funds remaining to be committed of about \$166,000, plus the estimated 2013 allocation of \$154,000, provides the City a HOME balance of approximately \$320,000. With future affordable housing developments in the planning stages, such as Adams County Housing Authority's redevelopment interest in the Westminster Station Transit Oriented Development (TOD) area, Staff recommends not funding the major home rehabilitation program in 2013.

Staff recommends directing the City's entire HOME balance to future affordable housing projects, with the exception of the 10% set-aside for HOME administration, as follows:

Adams County Administration	Estimated at \$15,400 (10% of 2013 HOME)
Housing Rehabilitation	\$0
Down Payment Assistance	\$0
Affordable Housing Development Projects	\$304,600 (estimated at \$138,600 plus \$166,000)

Pursuant to HUD regulations, the City must commit expenditure of its HOME funds within three years of receiving the allocation.

The proposed allocation of HOME funds fulfills the City's Strategic Plan Goals of Financially Sustainable City Government Providing Exceptional Services and Vibrant Neighborhoods in One Livable Community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **2**

INTRODUCED BY COUNCILLORS

SERIES OF 2013

**A RESOLUTION
ALLOCATING THE BALANCE OF 2013 HOME FUNDS**

WHEREAS, the City of Westminster receives an annual allocation of HOME Investment Partnership Act (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) through Adams County; and

WHEREAS, such funds must be applied towards assisting low to moderate income families in obtaining and maintaining residences in safe and habitable housing; and

WHEREAS, the City has an available balance of approximately \$320,000 remaining to be allocated to one or more eligible HOME fund activities; and

WHEREAS, Adams County has requested that the City formally allocate the fund balance accordingly; and

WHEREAS, the City wishes to make the HOME funds available for program administration and development of affordable housing.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster:

Adams County is hereby authorized to allocate the City of Westminster HOME balance as follows:

- o \$15,400, or 10% of 2013 HOME budget, for Adams County HOME Administration; and
- o \$304,600 (approximately \$138,600 plus remaining HOME balance of \$166,000), for affordable housing development projects.

PASSED AND ADOPTED this 14th day of January, 2013.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Councillor's Bill No. 2 re Ranch Barn and Pasture Lease Agreement

Prepared By: Richard Dahl, Park Services Manager

Recommended City Council Action

Pass Councillor's Bill No. 2 on first reading authorizing the City Manager to sign a lease agreement between the City of Westminster and Two Horse Run, LLC for the lease of the Ranch Barn and Pasture located at 1600 West 120th Avenue in the City of Westminster.

Summary Statement

- The Ranch Open Space was purchased in 1989 and was one of the first open space sites acquired by the City. In 1998, the historic Marion Barn (now referred to as the Ranch Barn) was moved to the open space property to make room for an office building located just south of the open space.
- From 1989 until early 2012, a local farmer, Bill Tessar, provided the horses and maintained the property with little cost to the City. In the spring of 2012, Mr. Tessar passed away.
- Maintaining a pastoral setting within an urban environment is one of the elements for which the Ranch Open Space was first acquired and the reason the Department of Parks, Recreation and Libraries wishes to continue allowing horses on the property.
- Bids to lease the Ranch Barn and Pasture were solicited through a Request For Proposal (RFP) process and two interested parties submitted applications: Two Horse Run, LLC and Mr. Arturo Madera.
- An interview panel was convened and based upon the proposal received, the quality of their RFP, the oral interview presentation and their proximity to the property, the panel unanimously recommends awarding the lease agreement to Two Horse Run, LLC.
- Rent for the property is \$300 per month.
- The term of the lease is for one year with the possibility of three additional yearly extensions. The lease would be extended by the City Manager without the necessity of returning to Council.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does City Council wish to approve a lease for the purpose of allowing horses, for non-commercial use, in and on the Ranch Barn and Pasture in exchange for monthly rent and ongoing maintenance of the property and structures by the lessee?

Alternatives

1. City Council could deny this lease and direct Staff to rebid the terms of the lease. Staff does not recommend this as Staff believes that Two Horse Run, LLC is a competent tenant for such a specialized, non-commercial use of this open space property.
2. City Council could reject the use of the Ranch Open Space for this type of purpose altogether. This alternative is not recommended as the City receives benefits from the lease in the form of ongoing maintenance of the property and the public continues to benefit from viewing the farm and ranch history of Westminster in the midst of an urban environment.

Background Information

In addition to the proposals received, interviews/presentations were also conducted with both applicants. The interview panel consisted of Parks, Recreation and Libraries Advisory Board Member Dan Dolan; Open Space Supervisor Rod Larsen; and Park Services Manager Richard Dahl. All members of the interview panel recommend that Two Horse Run, LLC be awarded the lease for the Ranch Barn and Pasture based on the quality of their RFP, the interview presentation and proximity to the property. As part of the lease, the City will also be receiving \$300 per month for the term of the one year lease with the option of extending three additional years. The lease also stipulates that either party may terminate the lease for its convenience or for any reason upon written notice to the other at least sixty (60) days prior to the proposed date of termination. The City Charter requires that leases be approved by City Council by ordinance.

This action meets City Council Strategic Plan goals of "Financially Sustainable City Government Providing Exceptional Services" and "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Councillor's Bill and Lease Agreement

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **2**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND
TWO HORSE RUN LLC FOR THE LEASE OF THE RANCH BARN AND PASTURE
LOCATED AT 1600 W. 120th AVENUE, WESTMINSTER, CO 80234.**

WHEREAS the City owns Open Space property located at 1600 W. 120th Avenue, Westminster, Colorado 80234, consisting of pasture land and a historic barn structure, and

WHEREAS the City desires certain duties to be performed at The Ranch Barn and Pasture property, and the City will permit limited horse boarding and the use of pasture land as described herein in exchange for those duties, and

WHEREAS Lessee desires to perform those duties in addition to paying the City a monthly rental payment in order to utilize said boarding opportunities,

WHEREAS, the tenant has been screened and determined to be suitable for the property; and

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

WHEREAS, the City Charter requires such lease be approved by ordinance,

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Lease Agreement between Two Horse Run LLC and the City for the property located at 1600 West 120th Avenue, Westminster, CO 80234, attached to this Ordinance, is approved.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of January, 2013.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

**RANCH BARN AND PASTURE
LEASE AGREEMENT
2013**

THIS LEASE AGREEMENT, is entered into this _____ day of _____, 2013, between The City of Westminster (the "City"), and Two Horse Run LLC (the "Lessee").

RECITALS

- A. Whereas, the City owns Open Space property located at 1600 W. 120th Avenue, Westminster, Colorado 80234, consisting of pasture land and an historic barn structure, and
- B. Whereas the City desires certain duties to be performed at The Ranch Barn and Open Space property, and the City will permit limited horse boarding and the use of pasture land as described herein in exchange for those duties, and
- C. Whereas Lessee desires to perform those duties in addition to paying the City a monthly rental payment in order to utilize said boarding opportunities,

TERMS AND CONDITIONS OF LEASE

Now, therefore, in consideration of the keeping and performance of the covenants and agreements by the Lessee hereinafter set forth, the City and Lessee agree as follows:

1. The City hereby leases unto the Lessee the following described premises (the "Premises"), situated in the City of Westminster, County of Adams, State of Colorado, to wit:

16.8 acres of pasture land and an historic barn, located at 1600 W. 120th Avenue within the boundaries of the City of Westminster, Adams County and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1.1. The Barn: The barn may be used by Lessee for up to a maximum of four (4) horses. Specific portions of the barn including the loft area and three (3) indoor rooms are used for City storage and are not part of this lease. The following areas are included in the lease for use by the Lessee:

- 1 – 15' x 15' indoor stall
- 1 -- 13' x 13' indoor stall
- 2 – 11' x 13' indoor stalls
- 1 – 8' x 13' tack storage room

1.2. Pasture: The pasture consists of 16.8 acres of grassland that can be used for grazing purposes by the Lessee's horses. It is the responsibility of the Lessee to monitor the condition of the pasture during the grazing season and to restrict the number of horses to a number that does not cause overgrazing, even if that number is less than four (4). The health and vitality of the pasture is of extreme importance and the lease can be terminated if the City deems that overgrazing or pasture health is in jeopardy. Periodic on-site meetings between the Lessee and the City of Westminster Open Space Supervisor are mandatory to monitor this issue.

2. Duties: Lessee shall be responsible for caretaking duties for the Ranch Barn and Open Space pasture land. These duties include, but are not limited to:

- Clean up and disposal of all animal waste in and around the barn. On a semi-annual (twice per year) all animal waste shall be physically removed from inside the barn and inside the

surrounding outdoor corral area. The waste may be spread by the use of a manure spreader in the outlying pasture as an alternative to complete removal from the site.

- Minor repairs and maintenance of hardware and structures to insure ease of operation and security such as; doors, windows, fences and gates.
- Maintain security for all structures and access points.
- Respond to other emergency situations as required.
- Seeding and fertilization of the pasture on a schedule to be determined by the City of Westminster Open Space Supervisor. The City will provide the needed supplies but the Lessee is required to provide the labor and equipment.

3. Rent: In addition to fulfilling the duties required of Lessee in paragraph 2. above, Lessee shall pay monthly rent in the amount of \$300 per month payable on the first (1) day of each month, commencing February 1, 2013.

4. Machinery: The use of tractors and other farm/ranch equipment by Lessee is permitted on this site for maintenance purposes only. The storage of this equipment is limited to one (1) tractor and one (1) piece of equipment. Lessee shall store all equipment on the south side of the barn inside the fenced area. Lessee shall not store any gasoline or other flammable liquids inside the barn. The Lessee assumes all liability for any vandalism, theft, or damage that may occur to Lessee's machinery.

5. Use of Grounds: Lessee may use the amenities of the Ranch Barn and Open Space with the following expressed limitations:

- There will be no engaging in business of any kind for payment either in cash or in-kind services.
- Boarding of horses for profit is not allowed.
- Holding events or training of animals beyond those owned by the Lessee is not allowed.
- Off-road vehicles including ATV's, motorcycles, cars and trucks are not allowed.

6. Insurance: The only insurance coverage that the City will maintain on the leased premises will be damage and casualty insurance on the structures and improvements (fences). Any other insurance will be the sole responsibility of the Lessee including insurance for their personal belongings, any vehicle or possessions stored on the City's premises, and medical or personal liability coverage for themselves, their families or guests.

7. Labor: From time to time, Lessee may be asked to perform additional services including but not limited to the following: field fence repair; cleanup of buildings and grounds, carpentry, and minor construction; field weed and rodent control, and this work will be part of the conditions of the exclusive lease being offered by the City.

8. Term of Agreement: This Lease will begin on February /01/ 2013, and continue for a period of one (1) year with the possibility three (3) additional yearly extensions at the discretion of the City, based upon performance of the services described herein, provided, however, that either party may terminate this lease for its convenience or for any reason upon written notice to the other at least sixty (60) days prior to the proposed date of termination.

9. General Considerations: The Lessee agrees to keep the barn and area surrounding it in good condition. Lessee further agrees to maintain a spirit of peace and tranquility on the premises and keep a respectful attitude toward the public and natural surroundings, which have come about and are provided solely as a result of many years of constant work and attention.

10. Improvements: City reserves the right to improve the property, if funding and opportunity exists,

during the term of this lease but shall not unreasonably disturb the Lessee's use of the Premises.

11. Use of Premises. The making of this Lease is expressly conditioned on Lessee's use of the Premises for horse boarding only, consistent with the land uses specified in the Westminster Municipal Code. If Lessee should ever use the Premises for any other use this Lease may be terminated forthwith by the City.

12. Premises are Leased "AS IS". Lessee accepts the Premises "as is" and acknowledges that City shall have no obligation for maintenance or repair of the Premises or for any injury that may result to Lessee's property, including livestock.

13. Lessee's Covenants. Lessee covenants and agrees to the following:

a. Lawful use. To use the Premises for no purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster;

b. Entry by City. To allow the City at any reasonable hour of the day to enter into and go through the Premises;

c. Overloading. Not to permit the Premises, or the walls or floors thereof, to be endangered by overloading, or the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

d. Alterations, modifications. Not to make any alterations to, or modifications in or upon the Premises, including the installation or removal of attached fixtures, without first obtaining the City's written consent. No such alterations or modifications shall be made, except pursuant to plans submitted by Lessee to the City Manager or his designee. All such alterations or modifications shall be done in conformance with all applicable laws, codes, regulations, and rules of the City and the State of Colorado. All such alterations or modifications shall be done at the Lessee's expense. All such expenses shall be the sole financial responsibility of the Lessee. Further, unless the parties otherwise agree in writing, the Lessee shall be obligated to restore the Premises to the original condition as entered upon if requested to do so in writing by City;

e. Duty of care. To exercise reasonable care in the supervision of the Lessee's agents at all times when they are in or upon the Premises;

f. Damage by Lessee. To reimburse City for any expense incurred by it in repairing any damage to the Premises caused by Lessee, his employees or agents, or any person in their care;

g. Indemnity. To indemnify and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of Lessee or its agents;

h. Subletting. To sublet no part of the Premises, nor assign this lease or any interest therein without City's specific written consent;

i. Nuisance. Not to permit any disorderly conduct or nuisance whatever about the Premises, the building in which they are located, or on the building grounds, having a tendency to annoy, disturb or interfere with other occupants in the surrounding area;

j. Surrender in good condition. At the expiration or termination of this lease to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident and ordinary wear excepted;

14. City/Lessee Covenants: The City and the Lessee further covenant and agree that:

a. Emergency repairs. Notwithstanding any provision in this Lease Agreement to the contrary, Lessee agrees to perform all repairs of an emergency nature necessary to protect the Premises from undue and avoidable injury or damage.

b. City not responsible for Lessee's property. City shall have no responsibility or liability for any loss or damage to any personal property of the Lessee or any fixtures installed by the Lessee;

c. Flammable, hazardous materials. Lessee shall store no flammable, toxic, dangerous, hazardous or obnoxious materials anywhere in the Premises;

15. Untenantable conditions. If the Premises become so damaged by fire, flood, act of God or any other casualty not caused by the Lessee so as to render the Premises untenantable, the Lessee may terminate this Lease without further obligation, unless the damage is repaired by the City within 30 days, in which case the Lease will continue under the existing terms and conditions;

16. Insolvency of Lessee. If the Lessee becomes insolvent, or is declared bankrupt, the City may terminate this Lease forthwith, and all rights of the Lessee hereunder shall thereupon terminate;

17. Peaceable surrender. At the expiration of the term of this Lease, whether by passage of time or by act of the City as provided in this Lease Agreement, the Lessee shall surrender and deliver up the Premises peaceably to the City, and if the Lessee shall remain in possession after termination of this lease, the Lessee shall be deemed guilty of a forcible detainer of the Premises under the statute, and shall be subject to eviction and removal in accordance with state law;

18. Default. If default shall be made in any of the covenants or agreements contained in this Lease Agreement to be kept by Lessee, it shall be lawful, upon 30 days written notice, for the City to declare the term ended and to repossess the Premises in accordance with state law;

19. No waiver. No assent, express or implied, to any breach of any one or more of the covenants or agreements contained in this Lease Agreement shall be deemed or taken to be a waiver of any succeeding or other breach;

20. Designated representatives. The following persons are hereby designated by the parties as the persons responsible for the implementation of this lease:

For the City:

Richard Dahl, Park Services Manager

Rod Larsen, Open Space Supervisor

Donald M. Tripp, Director of Parks, Recreation and Libraries

For the Lessee:

Judy L. Schmidt-Asay, Two Horse Run , LLC.

21. Notices. Should Notices need to be sent or problems arise concerning this Lease the parties agree to contact:

For the Lessee:

Judy L. Schmidt-Asay, Two Horse Run, LLC.
1687 W. 115th Circle
Westminster, Colorado 80234

For the City:

Richard Dahl, Park Services Manager; rdahl@cityofwestminster.us
Rod Larsen, Open Space Supervisor; rlarsen@cityofwestminster.us
Donald M. Tripp, Director of Parks, Recreation and Libraries; dtripp@cityofwestminster.us

IN WITNESS WHEREOF the parties have executed this indenture the day and year first above written.

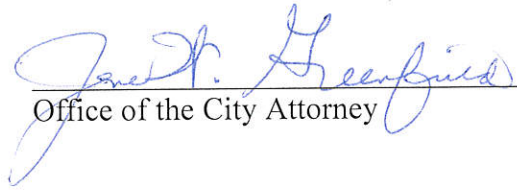
CITY

J. Brent McFall, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:


Office of the City Attorney

LESSEE

Two Horse Run LLC Judy L Schmidt-Asay
Two Horse Run LLC Judy L Schmidt-Asay

Print name

EXHIBIT A

120th Ave

Tejon St

Pecos St

The Ranch Open Space
Lease Area: 16.8 acres within existing
fence line, including barn (approx)
Barn: 51' x 58'; 2,958 SF (approx)

The Ranch Barn

The Ranch Golf Course



The Ranch Open Space
City of Westminster





Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Councillor's Bill No. 3 re Refunding of the Certificates of Participation, Series 2005 (144th Avenue Interchange Projects), in an Amount not to Exceed \$12,500,000

Prepared By: Tammy Hitchens, Finance Director
Robert Byerhof, Senior Financial Analyst
Rachel Price, Financial Analyst

Recommended City Council Action

Pass Councillor's Bill No. 3 as an emergency ordinance to refund the 2005 Certificates of Participation (COPS) originally issued for the construction of the 144th Avenue Interchange Projects, in an amount not to exceed \$12,500,000.

Summary

- Current financial market conditions provides an opportunity to significantly reduce the City's future debt service costs by refunding the Certificates of Participation (COPS), which were issued in 2005 to fund the construction of the east half of the 144th Avenue Interchange under a lease purchase agreement between the City and the Westminster Building Authority.
- The proposed refinancing will convert the existing agreement into a stand-alone lease-leaseback agreement, which enhances the City's long-term financial flexibility.

Expenditure Required: Not to exceed \$12,500,000

Source of Funds: All fees are paid from the proceeds of the refinancing transaction

Policy Issue

Should the City refund the Certificates of Participation, Series 2005 (144th Avenue Interchange Projects) in the amount not to exceed \$12,500,000?

Alternatives

1. Do not refund the Certificates of Participation. This option is not recommended. The proposed refunding will save approximately \$463,000 in interest costs without extending the final maturity of the original issue.
2. Delay the refunding in hopes that the Federal Reserve Board (Fed) will reduce short-term rates, which may lead to further interest expense savings. This option is not recommended. While it is possible the Fed will reduce short-term rates, the impact would be in the short-term (two years and under) market. The risk to the City is that long-term rates will rise, due to inflation expectations. In this case, the total savings could be less than the anticipated \$463,000.

Background Information

The City of Westminster and the City of Thornton entered into an Intergovernmental Agreement to construct and finance the 144th Avenue and I-25 Interchange. Construction of this interchange was integral to the North Huron Urban Renewal Area (URA) redevelopment project, anchored by The Orchard shopping center. In 2005, Certificates of Participation (COPS) were issued to construct the eastern half of the 144th Avenue Interchange under the Master Lease agreement between the City and the Westminster Building Authority. The COPS are an obligation of the City. The City issued the COPS to facilitate the construction of the eastern half of the interchange. The eastern half of the interchange is technically in Thornton. Thornton agreed to reimburse the City for Thornton's portion of the debt service. Their payment is limited to the revenue received through a revenue sharing agreement. If revenues transferred to Thornton per the terms of the IGA are insufficient to cover the debt service, Thornton is not obligated to pay for debt service out of any other funding source. The COPS are ultimately the City's responsibility and were issued under the City's credit rating.

To date, the tax revenue transferred to Thornton has covered the 2005 COP debt service. Since the agreement was signed, the City has transferred \$13,220,153 in sales tax revenues to Thornton per the revenue sharing agreement and Thornton has transferred \$0. Thornton has reimbursed the City \$8,689,841 due on debt service for a net gain of \$4,530,312 to Thornton. Thornton is fully current on its debt service repayments to the City and has the option to pay their entire outstanding principal due, currently at \$12,090,000, at any point in time without a prepayment penalty.

The intergovernmental agreements associated with this revenue sharing area are silent regarding a refinancing event of the COPS issued for the construction of the interchange. Thornton agreed to pay the amount per the debt schedule at the time of the original issuance and they have the option to repay the entire principal outstanding at their discretion without penalty. Staff believes that any savings resulting from a refinancing would benefit the City. Thornton could refinance their obligation to the City using whatever methodology they choose.

Staff along with the City's underwriter, Piper Jaffray, analyzed the financial benefit to refinancing the Certificates of Participation, Series 2005 (144th Avenue Interchange Projects). Given current interest rate market conditions, it would be in the City's best financial interest to refund the 2005 COPS, thereby lowering the overall interest rate, inclusive of all closing fees, and without extending the maturity date of the original issue.

The projected savings from the refunding is anticipated to reduce future interest costs by about \$463,000. On a present value basis, the savings equate to \$402,000 or 3.77% of the existing principal outstanding to be refinanced. The present value savings represents the amount of money saved in today's dollars to refinance the COPS. National guidelines suggest that to initiate a refunding issue the savings should at a minimum be three percent. Staff will evaluate market conditions prior to initiating refunding to assure 3% savings. Debt issuance costs are taken into consideration when calculating savings. They are paid at closing from the proceeds of the issue; therefore, the City incurs no out-of-pocket expenses.

Additionally, the City's bond counsel proposed a financing structure to remove the principal balance of the subject COPS from the existing Master Lease with the Westminster Building Authority. Under the Master Lease, which collateralizes all outstanding COP issues, the City collateralized a number of properties totaling over \$73,000,000 as security mortgaged until the debt is repaid. The result of this refinancing is a stand-alone lease agreement between the City and debt holders. The refinancing will remove approximately \$27,068,000 of the collateral pledged under the Master Lease of which approximately \$11,136,000 will be transferred to the new lease agreement. The difference of \$15,932,000 is unencumbered property for the City and may be available as collateral in the event it needed for financing future capital improvement projects.

The proceeds of the sale of this new security will be appropriated in a separate City Council action, after the closing is held and the sales proceeds are received by the City. Although subject to change, the scheduled sale of the COPS is on January 23, 2013, with a closing on January 29, 2013.

This action supports City Council's Strategic Plan goal of Financially Sustainable City Government Providing Exceptional Services by taking advantage of market conditions to refinance the COPS, retaining the current repayment timeline but reducing the overall associated cost. It also supports the Strategic Plan goal of a Strong, Balanced Local Economy by providing a transportation system that provides access to shopping and employment centers, maintaining and expanding a healthy retail base, and developing business-oriented mixed use development.

Staff will be available at the City Council meeting on January 14, 2013, to answer City Councillor questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Emergency Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 3

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

AN ORDINANCE AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING CERTIFICATES OF PARTICIPATION PURSUANT TO A LEASE TRANSACTION; AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A SITE AND IMPROVEMENT LEASE, A LEASE PURCHASE AGREEMENT, A DISCLOSURE CERTIFICATE, AN ESCROW AGREEMENT AND OTHER DOCUMENTS RELATED THERETO; SETTING FORTH CERTAIN PARAMETERS AND RESTRICTIONS; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; RATIFYING ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS RELATED THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Westminster, Adams and Jefferson Counties, Colorado (the "City"), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, pursuant to Chapter XI of the Charter, the City is authorized to enter into one or more leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the City and The City of Westminster Building Authority (the "Authority") have previously entered into a Lease Purchase Agreement dated as of November 15, 1998 (the "1998 Lease"), as amended by the First Amendment to Lease Purchase Agreement dated as of August 15, 1999 (the "First Amendment"), the Second Amendment to Lease Purchase Agreement dated as of February 1, 2000 (the "Second Amendment"), the Third Amendment to Lease Purchase Agreement dated as of May 1, 2001 (the "Third Amendment"), the Fourth Amendment to Lease Purchase Agreement dated May 1, 2005 (the "Fourth Amendment"), the Fifth Amendment to Lease Purchase Agreement dated as of March 1, 2007 (the "Fifth Amendment"), and the Sixth Amendment to Lease Purchase Agreement dated as of August 1, 2010 (the "Sixth Amendment" or, collectively, the "Prior Lease"), all by and between the City and the Authority, whereby the City leases from the Authority certain real property and the buildings located thereon (the "Prior Leased Property"); and

WHEREAS, pursuant to a Mortgage and Indenture of Trust dated as of November 15, 1998, the First Supplement to Mortgage and Indenture of Trust dated as of August 15, 1999, the Second Supplement to Mortgage and Indenture of Trust dated as of May 1, 2001,

the Third Supplement to Mortgage and Indenture of Trust dated as of May 1, 2005, the Fourth Supplement to Mortgage and Indenture of Trust dated as of March 1, 2007, and the Fifth Supplement to Mortgage and Indenture of Trust dated as of August 1, 2010 (as so supplemented, the "Prior Indenture"), each between the Trustee and the Corporation, there were issued various series of Certificates of Participation (the "Prior Certificates"), including Certificates of Participation Series 2005 (the "2005 Certificates"), which 2005 Certificates are currently outstanding in the aggregate principal amount of \$13,080,000, and which 2005 Certificates were secured by a mortgage on the Prior Leased Property; and

WHEREAS, Certificates of Participation, Series 2005 and Series 2007 have been secured by a Financial Guaranty Insurance Policy issued by National Public Finance Guarantee Corporation, formerly known as MBIA Insurance Corporation, and the Series 2010 Certificates have been insured by Assured Guaranty Municipal Corp. (collectively, "the Certificate Insurer"); and

WHEREAS, under the terms of the Prior Lease, the City has conveyed the Prior Leased Property to the Authority and is currently leasing such property back from the Authority; and

WHEREAS, pursuant to Section 12.4 of the Prior Lease, certain of the Prior Leased Property may be released from the provisions of the Prior Lease upon the receipt by the Trustee and the Authority of certain representations and certifications of the City Representative; and

WHEREAS, pursuant to Section 9.04 of the Prior Indenture, the Prior Lease may be amended without the consent or notice to the owners of the Certificates of Participation but with the approval of the Certificate Insurer; and

WHEREAS, the Council has determined, and now hereby determines, that it is in the best interest of the City and its inhabitants to amend the Prior Lease to reflect the release of certain of the Prior Leased Property and to execute and deliver a Seventh Amendment to Lease Purchase Agreement between the City and the Authority (the "7th Amendment"); and

WHEREAS, as a result of such release of the Prior Leased Property, the City owns or will own, in fee title, certain Sites and the premises, buildings and improvements located thereon (collectively, the "Leased Property"), as further described in the Site Lease and the Lease (hereinafter defined); and

WHEREAS, the Council has determined, and now hereby determines, that it is in the best interest of the City and its inhabitants that the City lease the Leased Property to U.S. Bank National Association, as trustee under the Indenture (the "Trustee") pursuant to a Site and Improvement Lease between the City, as lessor, and the Trustee, as lessee (the "Site Lease"), and lease back the Trustees' interest in the Leased Property pursuant to the terms of a Lease Agreement (the "Lease") between the Trustee, as lessor, and the City, as lessee; and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base

Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the City's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there is expected to be issued certificates of participation (the "2013 Certificates") dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the net proceeds of the 2013 Certificates are expected to be used to provide funds in an amount sufficient to call for prior redemption on December 1, 2015, that portion of the Series 2005 Certificates as described in the Sale Certificate (the "Refunding Project"); and

WHEREAS, there has been presented to the Council and are on file at the City offices the following: (i) the proposed form of the Site Lease; (ii) the proposed form of the Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be provided by the City (the "Disclosure Certificate"); (iv) the Preliminary Official Statement (the "Preliminary Official Statement") relating to the 2013 Certificates; (v) the proposed form of 7th Amendment; and (vi) the Escrow Agreement.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease and the Site Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, no member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Short Title. This ordinance shall be known and may be cited by the short title "2013 COP Refunding Ordinance."

Section 2. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Site Lease, the Lease, the implementation of the Refunding Project, the execution and delivery of the 7th Amendment, and the execution and delivery of the 2013 Certificates is hereby ratified, approved and confirmed.

Section 3. Finding of Best Interests. The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State of Colorado and the Charter, that the Refunding under the terms and provisions set forth in the Lease, the Site Lease and the Indenture is necessary, convenient and in furtherance of the City's purposes and is in the best interests of the inhabitants of the City and the City Council hereby authorizes and approves the same.

Section 4. Supplemental Act; Parameters. The Council hereby elects to apply all of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to each of the Mayor, the City Manager or the Finance Director of the City the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the rental amount to be paid by the Trustee pursuant to the Site Lease, the term of the Lease and the rental amount to be paid by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the total amount of rental payments to be received by the City from the Trustee under the Site Lease shall not be less than \$10,000,000;
- (b) the Site Lease Term shall not exceed 25 years;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$12,500,00;
- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$1,400,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$15,230,568;
- (f) the Lease Term shall not exceed 15 years; and
- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2013 Certificates shall not exceed 4.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to each of the Mayor, the City Manager or the Finance Director the authority to sign a contract for the purchase of the 2013 Certificates or to accept a binding bid for the 2013 Certificates and to execute any agreement or agreements in connection therewith. In addition, each of the Mayor, the City Manager or the Finance Director are hereby authorized to determine

if obtaining an insurance policy for all or a portion of the 2013 Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Mayor, the City Manager or the Finance Director are also hereby authorized to determine if obtaining a reserve fund insurance policy for the 2013 Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

Section 5. Approval of Documents. The 7th Amendment, the Site Lease, the Lease, the Disclosure Certificate and the Escrow Agreement, in substantially the forms presented to the Council and on file with the City, are in all respects approved, authorized and confirmed, and the Mayor of the City is hereby authorized and directed for and on behalf of the City to execute and deliver the 7th Amendment, the Site Lease, the Lease, the Disclosure Certificate and the Escrow Agreement in substantially the forms and with substantially the same contents as presented to the Council, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this ordinance.

Section 6. Approval of Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement presented to the City Council and on file with the City, is in all respects approved and authorized. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement on file with the City, with such changes as may be approved by the City Finance Director. The distribution by the purchaser of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the 2013 Certificates is hereby ratified, approved and authorized.

Section 7. Authorization to Execute Collateral Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this ordinance and to place the seal of the City on any document authorized and approved by this ordinance. The Mayor and City Clerk and other appropriate officials or employees of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this ordinance, and are specifically authorized and directed hereby to invest such funds in Permitted Investments as are defined and provided in the Indenture. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

Section 8. No General Obligation Debt. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the 2013 Certificates, the Preliminary Official Statement, or

the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or home rule charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2013 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2013 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the 2013 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2013 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 9. Reasonableness of Rentals. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 4 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 10. Exercise of Option; Direction to Trustee. In order to effect the Refunding Project, the City Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the outstanding 2005 Certificates set forth in the Sale Certificate (the "Refunded Certificates") on the earliest applicable redemption date. The City hereby irrevocably instructs the Trustee to give notice of refunding and defeasance to the Owners of the Refunded Certificates as soon as practicable after the execution and delivery of the 2013 Certificates, in accordance with the provisions of the Indenture and the Escrow Agreement between the Authority and the Trustee, as escrow agent.

Section 11. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2013 Certificates. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of

penalty, or otherwise. By the acceptance of the 2013 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 12. Repealer. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules of the City Council, if any, which might prevent the final passage and adoption of this ordinance as an emergency measure at this meeting of the City Council be, and the same hereby are, suspended.

Section 13. Severability. If any section, subsection, paragraph, clause or provision of this ordinance or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals by the City during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the City during the Lease Term and provisions for the conveyance of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance or such documents, the intent being that the same are severable.

Section 14. Charter Controls. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 15. Declaration of Emergency. In order to effect the Refunding while favorable market conditions exist, it is hereby declared that an emergency exists and that this ordinance is immediately necessary for the preservation of the public peace, health, safety and financial well-being of the City. This ordinance is hereby declared, pursuant to Section 8.14 of the Charter, exempt from referendum.

Section 16. Effective Date, Recording and Authentication. This ordinance shall be in full force and effect immediately upon enactment following final passage. This ordinance shall be recorded in "The Ordinance Book" of the City kept for that purpose, and shall be authenticated by the signatures of the Mayor and City Clerk, and published in accordance with law.

INTRODUCED, PASSED AND ADOPTED AS AN EMERGENCY
ORDINANCE on January 14, 2013.

Mayor

(SEAL)

ATTESTED:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

STATE OF COLORADO)
)
 COUNTIES OF ADAMS) SS.
 AND JEFFERSON)
)
 CITY OF WESTMINSTER)

I, Linda Yeager, the duly elected, qualified and acting City Clerk of the City of Westminster, Colorado (the "City") do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council (the "Council") of the City at a regular meeting of the Council held at the City Hall on January 14, 2013.

2. The passage of the Ordinance as an emergency was duly moved and seconded and the Ordinance was approved by vote of a ___ of ___ of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Nancy McNally				
Faith Winter				
Herb Atchison				
Bob Briggs				
Mark L. Kaiser				
Mary Lindsey				
Scott Major				

3. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

4. The Ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance as an emergency.

6. Notice of the meeting of January 14, 2013, in the form, attached hereto as Exhibit A, was duly given to the Council members and was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. The ordinance was published in full after adoption in the Westminster Window, a newspaper of general circulation within the City on January __, 2013. The affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said City this _____ day of January, 2013.

(SEAL)

City Clerk

EXHIBIT A

(Attach Notice of Meeting)

EXHIBIT B

(Attach Affidavit of Publication)



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Councillor's Bill No. 4 re Housekeeping Amendments to Specific Chapter Sections in Title XI of the Westminster Municipal Code, Land Development and Growth Management Procedures

Prepared By: Linda Yeager, City Clerk
Marty McCullough, City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 4 on first reading making housekeeping amendments to specific Chapter Sections in Title XI of the Westminster Municipal Code.

Summary Statement

- As City Council is aware, the Westminster Municipal Code (W.M.C. or Code) is a codification of general ordinances of the City and serves as a major resource to Staff and citizens, both in print and electronically.
- Staff attempts to keep the Code current by regularly seeking Council approval of necessary amendments. Council has requested Staff to review and update the Code on a regular basis to maintain accuracy and ensure it is as free of errors as possible. In general, state, federal and city codes benefit from regular housekeeping measures such as those being proposed at this time for Westminster.
- Staff considers these proposed amendments to be primarily housekeeping in nature, but beyond the scope of authority granted to the City Clerk in Section 1-1-5, W.M.C., to correct errors of punctuation, capitalization, formatting, grammar and spelling, and internal references.
- Staff believes these amendments will improve the overall quality of the Code.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City make general housekeeping and administrative amendments to the Westminster Municipal Code as proposed?

Alternatives

1. Direct Staff to leave the current Code provisions in place and do not advance the recommendations through the formal ordinance adoption process. Staff does not recommend this alternative because the proposed amendments result in standardized formatting, updated provisions, and numerous minor corrections to Titles.
2. Direct Staff to make only certain changes to the Code, while excluding others. Although this approach would help address some issues in the Code, Staff does not recommend this alternative because it may not address all of the concerns with the current Code.

Background Information

In response to Council's request to regularly review and maintain the City Code, in January 2012, the City Clerk's Office began a comprehensive review of each Code provision for typographical, grammatical, cross-reference and other errors, and outdated or inaccurate information, while applying standard formatting conventions. Although the Westminster Municipal Code contains a section on "Rules for Construction," standard formatting conventions were only recently established by Staff. The attached ordinance is the third of its kind and contains those amendments identified thus far within Title XI, including the deletion or correction of outdated information but beyond the scope of authority granted to the City Clerk.

The changes proposed focus on clarifying text for consistency of interpretation; listing definitions alphabetically and reorganizing portions of them for ease of understanding; removing detail from specific sections that are contained in other adopted codes, such as the Plumbing Code; updating references to specific City-approved documents so they are consistently named and more readily found and identified in website searches; conforming ambiguous or inaccurate language to reflect actual historic practice; reorganizing for clarity the allowed uses section; and deleting portions of provisions whose dates have already passed and therefore are no longer pertinent.

Revisions to the Municipal Code support all of the City's Strategic Plan goals. In concert with the Charter, the Municipal Code serves as a foundation for the City's operations and incorrect or out-of-date information could potentially have a significant impact on the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 4

SERIES OF 2012

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTIONS 11-1-3, 11-1-6, 11-3-2, 11-3-8, 11-3-11, 11-4-4, 11-5-6, 11-5-7, 11-5-8, 11-5-10, 11-5-11, 11-5-12, 11-5-19, 11-6-4, 11-6-6, 11-6-7, 11-6-8 AND 11-12-7 OF THE WESTMINSTER MUNICIPAL CODE AS HOUSEKEEPING MEASURES THROUGH OCTOBER 2012

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-1-3(A)(5), W.M.C., is hereby AMENDED to read as follows:

11-1-3: VIOLATIONS: (2534 2797 3491 3497 3634)

(A) Unless otherwise permitted by this Code, it shall be unlawful for any person to:

(5) Construct, reconstruct, alter, or change the use of any building or other structure, including signage, within the City without obtaining a building permit from the Building Official or his authorized representative. No permit shall be issued unless the plans of and for the proposed construction, reconstruction, alteration, demolition, or use fully conform to the zoning regulations then in effect. No business license shall be issued by the City Clerk without being furnished a written notice from the Planning Manager and Building Official, or their designees, that the use of the premises proposed is in conformance with the requirements of the provisions of this Title.

Section 2. Section 11-1-6(A)(3), W.M.C., is hereby AMENDED to read as follows:

11-1-6: LAND USE AND DEVELOPMENT REVIEW FEE SCHEDULE: (2598 3031 3152 3497 3599)

(A) An applicant for any of the following land use or development reviews shall pay in advance the corresponding fee or fees:

(3) **Document Fees:**

Plan Submittal Document <u>Guidelines</u>	\$20
Comprehensive Land Use Plan	\$25
Northeast Comprehensive Development Plan	\$5
Copies of Plans on File	\$5/page
Copies of Documents (up to 20 pages) on CD	\$5/CD

Section 3. Section 11-3-2, W.M.C., is hereby AMENDED to read as follows:

11-3-2: DEFINITIONS: (2534 2571 2651 2714 2735 2975 3091 3561 3634) The following words, terms, and phrases, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

“Active Residential Development” shall mean a residential development with an approved Official Development Plan that has not exceeded the duration limitations in Section 11-5-17, W.M.C., expired pursuant to Chapter 5 of this Title and that has service commitments set aside (provided the service commitments have not expired) for the residential area covered by the Official Development Plan.

Active Residential Developments include residential projects under construction, build-out, infill, and South Westminster residential projects.

~~In order to~~A residential development will not be deemed ~~to be~~ an Active Residential Development, at least one (1) unless a building permit for a at least one (1) new dwelling unit must be issued ~~with~~during any successive two (2) ~~successive calendar years~~ period following initial building permit issuance, or an extension is ~~except that an extended time period to receive a building permit may be~~ specifically approved by the City Council based upon the following findings:

- The need for the extension is the result of some unusual and unforeseeable circumstance beyond the reasonable control of the developer; and
- The extension is needed to avoid undue or inequitable hardship that would otherwise result if the extension were not granted; and
- There is no reason to believe that the developer will not be able to proceed with the development of the project within the extended time period.

“Attached Senior Housing Unit” shall mean an attached residential dwelling unit within a Senior Housing Development~~housing project~~ restricted to persons sixty (60) years of age or over, or as may otherwise be determined by Council.

“Build-Out Development” shall mean a proposed residential development that does not meet the active residential definition but does meet all of the following:

- There is an existing, City-approved Official Development Plan and plat for the site; and
- The proposed land use and density comply with the Comprehensive Land Use Plan; and
- The project is located on land where at least fifty percent (50%) of the housing units within the Official Development Plan have received a certificate of occupancy or at least fifty percent (50%) of the required public improvements, as determined by the City Engineer, have been accepted as complete; and
- Existing public improvements (water lines, sewer lines, streets, etc.) are adjacent to the site; and
- The undeveloped site for the proposed development does not exceed ten (10) acres; and
- The project will meet or exceed all of the City’s minimum design standards and guidelines; and
- The project will offer incentive items detailed within the City’s competition guidelines and will, at a minimum, meet the lowest score of the project(s)’ awarded service commitments for the most recent residential competition for that project type. The project may offer different incentive items than those chosen by the comparable project, but the total of incentive points offered must meet or exceed the score of the comparable project.

An Official Development Plan (ODP) amendment (bringing the project into compliance with City design guidelines) and plat must be submitted for review and are subject to City Manager approval. If the project is unable to meet all of the minimum and incentive design requirements and all other ODP requirements, the project will be subject to Planning Commission review and approval or denial.

“Custom Residence” shall mean a single-family detached residence that has interior plans and exterior elevations that are unique as compared to the other single-family residences within the same subdivision as determined by the Chief Building Official.

“Custom Residential Development” shall mean a single-family detached residential development consisting exclusively of custom residences.

“Infill Residence” shall mean a custom residence that is not part of an active residential development and that is constructed on a vacant site in an area where less than ten percent (10%) of the residential land is vacant.

“Senior Housing Development” shall mean an attached, multiple-unit residential project for persons sixty (60) years of age or older and may include a senior housing project that meets the specifications of either one of the following types of facilities:

Government-Sponsored Senior Housing and Non-Profit Senior Housing: government-sponsored senior housing projects provided by non-profit "501-C-3" organizations as defined by the federal government. Said projects must be approved by the City Council. Such projects shall be subject to the provisions contained in Section 11-3-8(B), W.M.C. Service requirements for said projects shall be reviewed individually, and service commitments shall be awarded on an individual basis by City Council action at the time of approval of an Official Development Plan; or

Non-Government Sponsored For-Profit Senior Housing:

- Skilled nursing facilities: facilities that integrate shelter for the elderly with medical, nursing, psychological and rehabilitation services for persons who require twenty-four- (24) hour nursing supervision and care.
- Assisted living: shelter and services for frail elderly who are functionally and/or socially impaired and in need of twenty-four- (24) hour supervision. Services must include, as a minimum, environmental security, transportation, housekeeping, social activities, laundry and meals.
- Congregate care: shelter for elderly who may need limited assistance but do not need twenty-four- (24) hour supervision. Services must include, as a minimum, environmental security, transportation, housekeeping, social activities, laundry and meals.
- Independent living: ~~attached or~~ multi-family housing targeted specifically to seniors who are functionally and socially independent. Services must include, at a minimum, environmental security, transportation, housekeeping and social activities.

A Senior Housing Development does not include single-family detached or single-family attached housing products that have age restrictions.

“Service Commitment” shall mean a unit measure of City service required as determined by the average service provided to one (1) single-family detached dwelling unit. Adequacy of a service commitment for a structure shall be determined in accordance with the following schedule:

Single-Family Detached Dwelling Unit or Mobile Home Unit	1.0 Service Commitment
Single-Family Attached Dwelling Unit	0.7 Service Commitment
Multi-Family Dwelling Unit	0.5 Service Commitment
Attached Senior Housing Unit	0.35 Service Commitment
Non-Residential—To be determined on a case-by-case basis, based upon the specific plan presented.	

“South Westminster Residential Project” shall mean a residential project located south of 80th Avenue in the City of Westminster that meets all applicable design criteria for such projects.

If a project is able to meet all the criteria above for a South Westminster Residential Project, an ODP and plat must be submitted for review and are subject to City Manager approval. If City staff and the developer are unable to resolve all issues prior to finalizing the ODP, the project shall be subject to Planning Commission approval or denial.

Section 4. Section 11-3-8, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

11-3-8: MANDATORY IN-HOUSE WATER CONSERVATION: (2534) In-house water conservation shall be mandatory for all structures constructed in the City, as follows:

(A) RESIDENTIAL STANDARDS: ~~All residential plumbing fixtures shall conform to the most recent version of the City's Plumbing Code. In-house water conservation shall be mandatory for all residential dwelling units hereafter constructed in the City and shall include all of the following:~~

- ~~(1) Water closets constructed with maximum flush of three point five (3.5) gallons.~~
- ~~(2) Water saving shower heads with maximum flow of three gallons per minute (3gpm).~~
- ~~(3) Aerators on all sinks and lavatory faucets with maximum flow of three gallons per minute (3gpm).~~
- ~~(4) Shower cut-off valve incorporated in either a single control mixing valve or the shower head.~~

(B) NON-RESIDENTIAL USER STANDARDS: The following conservation standards shall be mandatory for non-residential uses:

(1) ~~Restrooms, kitchens, and industrial processes shall incorporate water conservation design and fixtures;~~ All plumbing fixtures shall conform to the most recent version of the City's Plumbing Code.

(2) Car Wash Recycle. Full water recycling systems shall be mandatory for all ~~full service~~ commercial car wash facilities hereafter constructed in the City, ~~except. Water recycling systems shall not be mandatory~~ for self-service ~~commercial~~ car wash es facilities.

Section 5. Section 11-3-11, W.M.C., is hereby AMENDED to read as follows:

11-3-11: EFFECTIVE DATE: (3561) This Chapter shall ~~become effective on January 1, 2011, and shall continue to~~ be in effect through December 31, 2020.

Section 6. Section 11-4-4, W.M.C., is hereby AMENDED to read as follows:

11-4-4: ALLOWED USES: (2534 2896 2975 3295 3497)

(A) This Section lists the uses allowed ~~in specific zoning districts. The table of uses that follows lists the allowed uses~~ within each ~~zoning~~ corresponding district, ~~excluding~~ the Planned Unit Development District, PUD. ~~Uses allowed pursuant to this Section do not apply to that area included in the South Westminster Urban Renewal Plan, Phase I (Sub-areas A-I), and the uses allowed in that area shall be governed by the Plan.~~

(B) The listing of a use as being allowed in any particular district shall be deemed to be an exclusion of such use from any other district, unless ~~such~~ the use is specifically allowed in ~~the~~ such other district. The Planning Manager shall determine if an unlisted use or set of uses falls into the definition of a listed use, and such determination is subject to review and approval by the Planning Commission, if an applicant so requests, subject to the hearing requirements of Section 11-5-13 (A), W.M.C. The decision of the Planning Commission on the matter is final.

(C) Uses are allowed only insofar as they are not prohibited or in conflict with other provisions of this Title or the City's Comprehensive Plan. In the event of any conflict or inconsistency between this Section and the City's Comprehensive Plan, the Comprehensive Plan shall control.

(D) Uses allowed pursuant to this Section do not apply to that area included in the South Westminster Urban Renewal Plan, Phase I (Sub-areas A-I), and the uses allowed in that area shall be governed by the Plan.

(E) The categories of allowed uses are as follows:

PERMITTED USES, indicated as ‘P’ in the following table, are allowed as a right.

CONDITIONAL USES, indicated as ‘C’ in the following table, are allowed upon a determination that they meet the conditions specified in Section 11-4-9, W.M.C.

SPECIAL USES, indicated as ‘S’ in the following table, may be allowed if they receive a Special Use Permit under Section 11-4-8, W.M.C.

[THE TABLE THAT FOLLOWS REMAINS UNCHANGED]

Section 7. Section 11-5-6, W.M.C., is hereby AMENDED to read as follows:

11-5-6: OFFICIAL DEVELOPMENT PLAN (ODP) WAIVER: (2534 2598)

(A) No ODP waiver shall be granted for any property zoned Planned Unit Development.

~~(BA)~~ The requirement for an ODP may be waived by the City Manager if the City Manager determines (1) that the proposed improvements are minor site improvements, including, but not limited to, additions, remodeling and accessory buildings; the construction of a single-family dwelling on a platted lot in a standard residential district; or advertising signs, fences, and landscaping that are to be made in accordance with this Code and (2) the improvements will have no adverse impacts on surrounding lots and parcels nor the public health, safety, or general welfare. The City Manager may condition the approval of any such waiver upon the development satisfying any or all of the criteria set forth in Section 11-5-15, W.M.C., Standards for Approval of Official Development Plans and Amendments to Official Development Plans. ~~No waiver shall be granted for any property zoned Planned Unit Development and subject to a previously approved Preliminary Development Plan.~~

~~(CB)~~ A waiver of the ODP requirement may also be granted by the City Manager for the purpose of combining nonconforming lots or portions of nonconforming lots with continuous frontage in single ownership in a manner that creates conforming lots. Such nonconforming lots or portions of lots shall be considered for the purpose of this Code to be an unsubdivided parcel. Prior to the issuance of a building permit for any structure on such lots, a final plat in accordance with this Code shall be required to be submitted and approved. The plat shall bring the lots into conformance with the density requirements of the district in which they are located. Upon the denial by the City Manager of an ODP waiver, an ODP approval shall be required prior to development or redevelopment.

~~(DE)~~ An application for an ODP waiver shall be in a form and contain such information as may be required by the City Manager.

~~(ED)~~ An application fee as specified in the Land Use and Development Review Fee Schedule set forth in Section 11-1-6, W.M.C., shall be paid at the time of application for an ODP waiver.

Section 8. Section 11-5-7, subsections (A)(3) and (4), W.M.C., are hereby AMENDED to read as follows:

11-5-7: FORMAT AND APPROVAL PROCESS FOR PRELIMINARY DEVELOPMENT PLANS (PDP's): (2534 2598 2975 3599)

(A) APPLICATION PROCEDURES FOR PDP'S:

(3) Upon a determination by the project planner that Following the concept plan review, if any, is complete, the applicant shall prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's Plan Submittal Guidelines ~~for~~

~~submittal~~, a copy of which is available in the Planning Division office. Comments shall be prepared and returned to the applicant. Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.

(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed PDP, the applicant shall complete the neighborhood notification process described in the Community Development Department's ~~Plan Submittal G~~~~uidelines for neighborhood notification~~, a copy of which is available in the Planning Division office. The City Manager or the Manager's designee may waive this requirement for neighborhood notification, if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.

Section 9. Section 11-5-8, W.M.C., is hereby AMENDED to read as follows:

11-5-8: FORMAT AND APPROVAL PROCESS FOR OFFICIAL DEVELOPMENT PLANS (ODP'S): (2534 2598 3027 3028 3599)

(A) APPLICATION PROCEDURES FOR ODP'S:

(1) Applicants shall consult with the City prior to submitting an application for approval of an ODP to discuss the project concept and to gather information regarding City policies, codes, standards and procedures.

(2) Following the initial discussion, an applicant may submit a concept plan and shall submit an application for review in a format specified in the Community Development Department's ~~Plan Submittal G~~~~uidelines for submittal~~, a copy of which is available in the Planning Division office.

(3) ~~Upon a determination by the project planner that Following~~the concept plan review, if any, ~~is complete~~, the applicant shall prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's ~~Plan Submittal G~~~~uidelines for submittal~~, a copy of which is available in the Planning Division office. Comments shall be prepared and returned to the applicant. Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.

(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed ODP, the applicant shall complete the neighborhood notification process described in the Community Development Department's ~~Plan Submittal G~~~~uidelines for neighborhood notification~~, a copy of which is available in the Planning Division office. The City Manager or the Manager's designee may waive this requirement for neighborhood notification, if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.

(5) Prior to any review of a proposed ODP, the applicant shall provide:

(a) Either the written consent of all owners of the property in the proposed ODP or evidence otherwise satisfactory to the Planning Manager of the applicant's authority to represent the owners of the property;

(b) Evidence of ownership and encumbrances satisfactory to the City and such other information as may be reasonably required to evaluate the proposed development;

(c) A non-refundable application fee as specified in the Land Use and Development Review Fee Schedule set forth in Section 11-1-6, W.M.C., shall be paid at the time of application

for any proposed ODP. In addition, all recording fees shall also be paid for all plans and plats that have been approved by the City prior to their recording.

(6) The City may initiate an application for an ODP without the consent of the property owner or owners for any redevelopment project within an Urban Renewal Area; provided, however, the approval of any such application shall be conditional and not effective until such time as all property covered by the ODP has been acquired by the Westminster Economic Development Authority or its designated redeveloper for the project. In such event, the above application procedures of this subsection (A) shall not be applicable.

(B) APPROVAL PROCESS FOR ODP'S:

(1) Administrative approvals. The City Manager may, but shall not be required to, approve any ODP or ODP waiver, without hearing or notice, that:

(a) Does not introduce a new land use not allowed by the PDP.

(b) Meets all requirements of the zoning district in which it is located, and the requirements of any PDP for the property.

(c) Does not involve a parcel or lot more than ten (10) acres in size, or involves a proposed non-residential development of twenty (20) acres or less in size, exclusive of property intended for or designated for future public ownership or dedication for open space, parks, rights-of-way or other public uses, that is determined by the City Manager to further the City's economic development goals and if such development meets guidelines established by City Council to qualify for economic development assistance.

(2) ODP's requiring public hearings.

(a) The City Manager may, in his sole discretion, elect to refer any ODP to the Planning Commission and City Council for their consideration at a public hearing.

(b) Any ODP not administratively approved by the City Manager or not eligible for such administrative approval shall, upon the request of the applicant, be referred to the Planning Commission and City Council for consideration pursuant to the procedures set forth in Section 11-5-13, W.M.C.

(3) Final approval by Planning Commission. The decision of the Planning Commission regarding an original or amended ODP shall be final, unless a timely appeal of such decision is filed in accordance with Section 11-5-13(B), W.M.C.

Section 10. Section 11-5-10, subsection (A), W.M.C., is hereby AMENDED to read as follows:

11-5-10: FORMAT AND APPROVAL PROCESS FOR AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS (ODP'S): (2534 3599 3634)

(A) APPLICATION PROCEDURES FOR ODP AMENDMENTS:

(1) Applicants ~~shall~~ should consult with the City prior to submitting an application for approval of an ODP amendment to discuss the project concept and to gather information regarding City policies, codes, standards and procedures. Applicants may propose an amendment to an ODP for all or only a portion of the entire land area within the previously approved ODP, except that an amendment to a residential ODP for an individual single-family lot within a detached single-family housing development, which does not add a new use or change the density, shall proceed under the variance process set forth in Section 2-2-8, W.M.C.

(2) Following the initial discussion, an applicant may submit a concept plan and shall submit an application for review in a format specified in the Community Development Department's [Plan Submittal Guidelines for submittal](#), a copy of which is available in the Planning Division office.

(3) Following the concept plan review, if any, the applicant shall submit a formal application for approval and prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's [Plan Submittal Guidelines for submittal](#), a copy of which is available in the Planning Division offices. Comments shall be prepared and returned to the applicant.

Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.

(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed ODP amendment, the applicant shall complete the neighborhood notification process described in the Community Development Department's guidelines for neighborhood notification, a copy of which is available in the Planning Division offices. The City Manager or the Manager's designee may waive this requirement for neighborhood notification, if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.

(5) Prior to any review of a proposed ODP amendment, the applicant shall provide:

(a) Either the written consent of the owner(s) of the property in the area proposed for ODP amendment or evidence otherwise satisfactory to the Planning Manager of the applicant's authority to represent the owner(s) of such property;

(b) Evidence of ownership and encumbrances satisfactory to the City and such other information as may be reasonably required to evaluate the proposed development; and

(c) A non-refundable application fee, as specified in the Land Use and Development Review Fee Schedule set forth in Section 11-1-6, W.M.C., shall be paid at the time of application for any proposed ODP amendment. In addition, all recording fees shall also be paid for all plans and plats that have been approved by the City prior to their recording.

(6) The City may initiate an application for an ODP amendment without the consent of the property owner or owners for any redevelopment project within an Urban Renewal Area; provided, however, the approval of any such application shall be conditional and not effective until such time as all property covered by the ODP has been acquired by the Westminster Economic Development Authority or its designated redeveloper for the project. In such event, the above application procedures of this subsection (A) shall not be applicable.

(7) An amendment to an ODP may be initiated by:

(a) The owner of the area covered by the proposed amendment, except as provided in subsection (A)(1) above; or

(b) The City when the City Council determines:

(i) That approved land uses for the Planned Unit Development are no longer appropriate, due to changed conditions in the vicinity, revisions to the City's Comprehensive Plan, any incompatibilities between an existing land use and surrounding zoning or development, or Council finds that the ODP no longer meets the requirements of Section 11-5-15, W.M.C.;

(ii) That public facilities are inadequate or do not meet current standards; or

(iii) That natural hazards or other environmental problems exist that threaten the public health, safety or welfare.

(8) The City Manager may, in his or her sole discretion, on a case-by-case basis, waive any of the normal submittal requirements for amendments to ODP's within his or her administrative approval authority that the City Manager deems to be minor in substance and scope and reduce the fee for such minor amendments.

Section 11. Section 11-5-11, subsection (A)(1), W.M.C., is hereby AMENDED to read as follows:

11-5-11: FORMAT AND APPROVAL PROCESS FOR FINAL PLATS: (2534 2598)

(A) APPLICATION PROCEDURE FOR FINAL PLATS:

(1) An application for review and approval of a final plat shall be submitted in the format specified in the City's Community Development Department's Plan Submittal Document Guidelines, a copy of which is available in the Planning Division office.

Section 12. Section 11-5-12, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

11-5-12: APPLICATION FORMAT AND CONTENT FOR LANDSCAPE AND IRRIGATION DRAWINGS AND PRIVATE IMPROVEMENTS AGREEMENT: (2534 3133)

(A) As required by the City's Community Development Department's Plan Submittal Guidelines, a copy of which is available in the Planning Division office, plan submittal document and the City's landscape regulations, landscape and irrigation plans shall be reviewed and approved by the City.

(B) The format and content for landscape and irrigation drawings and private improvements agreements shall be as specified by the City's Community Development Department's Plan Submittal Guidelines, a copy of which is available in the Planning Division office, plan submittal document, the City's landscape regulations, and as set forth in this Code.

Section 13. Section 11-5-19, W.M.C., is hereby AMENDED to read as follows:

11-5-19: DISCLOSURE REQUIREMENTS: (2534) Developers of property within the corporate limits of the City and within a Planned Unit Development District shall post, in a prominent location in the sales or rental office for said property, the following materials:

(A) A sign containing, in prominent, bold lettering, the following statement: "All questions concerning the future use or development of property located outside the boundaries of this project should be addressed to the City of Westminster."

~~(B) Any additional information or signage that may be required by City Council at the time of platting and processing of the Official Development Plan.~~

~~(C) A contract concerning the sale of residential units of lots prior to the seller's obtaining approval of a submitted Preliminary Development Plan, an Official Development Plan, and a Subdivision Plat pursuant to this Code shall contain, in prominent, boldfaced lettering, the following clause and the developer shall post in the sales office the following prominent, boldfaced lettered statement: "Final subdivision plans pending approval by the City of Westminster. Sales contracts contingent upon approval by the City of Westminster of such plans."~~

~~(D) A sign containing, in prominent, bold lettering, the following statement: "A copy of the Preliminary Development Plan and the current Official Development Plan and Plat for this subdivision is maintained in this office and is available for inspection upon request."~~

Section 14. Section 11-6-4, sub-subsection (A)(1), W.M.C., is hereby AMENDED to read as follow:

11-6-4: PUBLIC AND PRIVATE IMPROVEMENT AGREEMENTS AND SURETY REQUIREMENTS: (2534 3634)

(A) Except as provided in Section 11-5-16(B), W.M.C., before the City Manager shall approve a Final Plat or, in the event that a Final Plat is not required, prior to issuing a building permit, the developer shall have submitted the following agreements and surety for the construction of public and private improvements for the development:

(1) A written agreement between the owner and the City for the installation of all public improvements, and a separate agreement for all private improvements, within one (1) year from the date of plat approval, or such other period as may be approved by the City. Such agreements shall be in accordance with the City's standard forms of these agreements as set forth in the City's Community Development Department's Plan Submittal Document Guidelines, a copy of which is available in the Planning Division office.

Section 15. Section 11-6-6, subsection (P), W.M.C., is hereby AMENDED to read as follows:

11-6-6: LOCAL IMPROVEMENT DISTRICTS: (2534)

(P) DEFAULT OF PAYMENT: At the expiration of said thirty- (30) day period provided in the preceding Section, the Finance Director shall return the local assessment roll to the Clerk, showing all payments made thereon with the date of each payment. Said roll shall be certified by the City Clerk under the corporate seal of the City and delivered to the County Treasurer of Adams County or Jefferson County, as the case may be, with his warrant for collection of the same, and the City Clerk shall obtain a receipt from the County Treasurer for the same. The County Treasurer shall receive payment of all assessments appearing upon the assessment roll with interest. In case of default in the payment of any installment of principal or interest when due, the County Treasurer shall advertise and sell any and all property, concerning for which such default is suffered for the and apply such proceeds to payment of the whole of the unpaid assessments, with including interest and penalties thereon. Said advertisements and sales shall be made at the same time and in the same manner, under all the same conditions and penalties, and with the same effect as are provided by general law for sales of real estate in default of payment of general taxes.

Section 16. Section 11-6-7, sub-subsection (B)(6), W.M.C., is hereby AMENDED to read as follows:

11-6-7: PROCEDURES FOR THE ESTABLISHMENT OF RECOVERY AND PARTICIPATION COSTS: (2534)

(B) RECOVERY OF COSTS OF PUBLIC IMPROVEMENTS:

(6) In connection with the construction of any improvement or facility by a property owner or developer pursuant to this Section, the City and such owner or developer may enter into a written agreement concerning the construction and the owner or developer's rights of cost recovery, if any. ~~Agreements may include provision for simple interest. The City Manager shall be empowered to execute such agreements on behalf of the City,~~ as follows:

- (a) Agreements may include provision for simple interest.
- (b) The City Manager shall be empowered to execute such agreements on behalf of the City.

(c) In each such agreement, the City shall require that the developer or his successors notify the City in the event that there is a change in the payee of recovery fees collected for disbursement by the City. This notice shall be provided no later than thirty (30) days after the effective date of the change in payee. This notification shall include the new payee, the payee's address, a description of the event resulting in the change of the payee, and the effective date of the change in payee. The notice shall be signed by someone legally authorized to bind the transferor. The City shall send collected recovery fees to the payee of record, as set forth in this paragraph (c). If, due to lack of notice by the payee, the City is unable to ascertain the identity or location of the payee within sixty (60) days after receipt of the recovery fees, such fees shall revert to the City, and the City may declare the agreement terminated and deposit the undisbursed recovery fees in the City's general fund for City use.

Section 17. Section 11-6-7, sub-subsection (F)(2), W.M.C., is hereby AMENDED to read as follows:

11-6-7: PROCEDURES FOR THE ESTABLISHMENT OF RECOVERY AND PARTICIPATION COSTS: (2534)

(F) INTEREST:

(1) ~~For any recovery agreements executed after August 13, 1984, t~~The maximum amount of allowable accrued interest for any recovery agreement is fifty percent (50%) of the original cost of the public facility.

Section 18. Section 11-6-8, paragraphs (C)(3)(b), (F)(1)(a), (F)(3)(b) and (F)(3)(c), W.M.C., are hereby AMENDED to read as follows:

11-6-8: DEDICATION OF PROPERTY FOR PUBLIC PURPOSES: (2534 2694 2876 2912 3086)

(C) PARK DEVELOPMENT FEES:

(3) Credits.

(a) Any person, firm, or corporation required to pay a park development fee hereunder may receive credit against such fee for public park improvement work done by said developer at the developer's expense simultaneously with the construction of the dwelling units in accordance with City standards and policies.

(b) The amount of such credit shall be determined by the City for various public park improvements, such as, but not limited to, land leveling or earth work incorporated into the park improvements; installation of automatic irrigation systems; finished grading, soil preparation and seeding or sod; plant materials; and park equipment. To qualify for such credit, all park development plans must indicate the following, including, but not limited to: a detailed cost estimate, site location and size, site design, grading, all improvements, including site amenities and landscaping, and shall be subject to the review and approval of the Department of Parks, Recreation, and Libraries, and shall be included in an Official Development Plan approved by the City. Improvements must be designed and installed according to acceptable City standards and specifications. Improvements, such as overlot grading, roadways, sidewalks, bikeways and trails, utilities, and other similar improvements, as determined by the City that would be otherwise required with the development of the subdivision, or are adjacent to the public park or off-site, are generally not subject to credit toward the park development fee. ~~The City may authorize park development fee credits for any improvements not listed above that the City finds will benefit an existing or proposed public park or recreation site or facility, including off-site improvements.~~

(c) The required park development fee and any credits thereto, and the timing of completion of park improvements, shall be specified on the relevant Official Development Plan for

the project. Completion of park improvements should occur in an early phase of an overall development.

(d) The City Council may authorize park development fee credits for any improvements not listed above that Council finds will benefit an existing or proposed park or recreation site or facility, including off-site improvements. Such credit shall not exceed ninety-four percent (94%) of the total park development fees owed by the developer; not less than six percent (6%) percent of the total development fee shall be paid by the developer in cash. Any proposed credit for park development fees that is authorized under this subsection shall be subject to specific City Council approval, formalized in a written agreement, which shall be approved by Council.

(F) LAND DEDICATION FOR PUBLIC SCHOOL SITES:

(1) Scope and application. In order to meet the infrastructure demands placed upon the City and the school districts to adequately serve new residential development, the owner of unplatted residential lots; the owner of existing platted, but undeveloped, residential lots; and the owner of undeveloped attached or multi-family dwelling units for which building permits are issued after the enactment of this ordinance, shall provide public school sites or fees in lieu thereof to reasonably serve the proposed subdivision or residential development.

(a) The City Manager, in consultation with the specific school district, shall decide if the owner of unplatted residential property shall dedicate land or provide cash-in-lieu thereof. The City Manager, in consultation with the school district, shall determine the location of the land to be dedicated. On any Preliminary Development Plan and any Official Development Plan, land to be dedicated or cash-in-lieu of land dedication, shall be identified. For any residential properties with approved Official Development Plans or Final Plats on the effective date of this ordinance, a cash-in-lieu of land dedication will be required, based upon the methodology herein. For any building permit for a new residential unit ~~issued after June 30, 2001~~, the fee will be collected by the City at time of issuance of the utility permit for each unit or building consisting of multiple units.

(3) Conveyance of dedicated land/cash-in-lieu.

(a) Any person or entity proposing residential zoning or development shall dedicate or convey land for a public school site. In the event that land is not deemed feasible or in the best interests of the City or school district, as determined by the City or school district, the City may require a payment in lieu of land dedication or a combination of both dedication and payment. The manner of dedication or payment (land dedication or payment in lieu) shall be as stated in this ordinance and the incorporated methodology. This shall not preclude the City and school district, and any person or entity, from mutually agreeing to resolve the issue of dedication for public school sites in a manner other than as stated above. A credit or reduction of fee adjustment can be agreed upon for a developer or builder that is already involved in dedication and improving a school site at the time of subdivision.

(b) The City shall refer to the school districts all residential land development applications for review and comment concerning the number of students generated and the adequacy of public school sites and facilities. Land dedications for school sites shall be conveyed to the City any time after Preliminary Development Plan approval, by general or special warranty deed, or by dedication on the Final Plat, as determined by the City. Fees paid as cash-in-lieu of land dedication for unplatted residential properties shall be paid to the City at time of Final Plat, ~~with the exception of those residential developments that were processing Official Development Plans in the City's development review process during the months January through May, 2001, as determined by the City Manager or his designee. These same residential projects that are also not required to dedicate a school land parcel or meet exemption requirements shall have the option of paying the required cash in lieu of land dedication at time of Final Plat or at time of issuance of the utility permit for each unit or building consisting of multiple units as described in Section 11-6-8(E)(3)(C), W.M.C.~~

(c) The City ~~will begin shall~~ ~~collection of~~ cash-in-lieu for existing platted, but undeveloped, single-family lots, and single-family attached or multi-family buildings at the time of issuance of the utility permit for each lot or building. ~~Collection will begin for these lots or buildings that obtain a building permit after June 30, 2001.~~ The City will identify the collection of the cash-in-lieu, by school district and lot address.

(d) An intergovernmental agreement with each school district will be required, addressing details of school site coordination and development referrals, the methodology of collecting and disbursing the funds, conveyance of land, accounting and reports, and other matters, prior to release of land dedications or cash-in-lieu to the appropriate school district.

Section 19. Section 11-12-7, subsection (E), W.M.C., is hereby AMENDED to read as follows:

11-12-7: SITE MAINTENANCE: (2532 2534 3133 3338 3560)

(E) Properties not in compliance with the requirements of this Section shall become compliant by January 1, 2016. Properties determined not to be in compliance based on inspection or review of the site plan required by Section 5-12-5(A)(11), ~~W.M.C., of the Westminster Municipal Code~~ shall have, before January 1, 2012, submitted to the City a plan for property improvements detailing how the property will be timely brought into compliance.

Section 20. This ordinance shall take effect upon its passage after second reading.

Section 21. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of January, 2013.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Councillor's Bill No. 5 re Amend Westminster Municipal Code Section 1-10-1 regarding Councillor Election Conformance with Section 1-11-4 of the Code

Prepared By: Linda Yeager, City Clerk
Rachel Harlow-Schalk, Senior Projects Officer

Recommended City Council Action

Pass Councillor's Bill No. 5 on first reading amending Westminster Municipal Code section 1-10-1 subsection (C) by ensuring conformance with Section 1-11-4 of the Code that meets City Charter requirements for seating a new Councillor if a current Councillor's whose term has not expired is elected Mayor.

Summary Statement

- At the January 7, 2013, City Council Study Session, Staff reviewed the current conflict between Section 1-10-1 (C) and Section 1-11-4 of the W.M.C. connected to Section 5.7 of the City Charter.
- Section 5.7 of the City Charter outlines how a new Councillor will be elected in the event a Councillor is elected Mayor before the expiration of his/her term.
- The current City Code must be changed to ensure conformance with the City's Charter.
- Passing this Councillor's Bill ensures conformance with the City Charter.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the unexpired term of a City Councillor elected to the Office of Mayor be filled by appointment of a majority of City Council, as prescribed in Section 5.7 of the City Charter and Chapter 11 of Title 1 of the W.M.C., rather than by the candidate with the next highest number of votes after all Councillor positions are filled in the election for City Councillor positions?

Alternative

Council could decide that filling term vacancies on the Council should be to the candidate with the next highest vote. This would be in conflict with the City Charter and is not recommended by Staff. If City Council prefers this option, Council could direct Staff to prepare language to amend the City Charter accordingly to be placed on the November 2013 ballot for consideration by the voters. All City Charter amendments must be approved the voters.

Background Information

At the January 7, 2013, City Council Study Session, Staff reviewed with City Council the need to assure conformance with the City Charter specific to the seating of a new Councillor when a Councillor whose term has not expired has been elected Mayor. Section 5.7 of the City Charter outlines that that "(a) Any vacancy which occurs in the Council shall be filled within thirty (30) days by a majority vote of the remaining members of the Council, said appointee to hold office for any balance of the unexpired term (Amended 11/7/2002)." Passing the attached Councillor's Bill will ensure that the W.M.C. is no longer in conflict with the City Charter specific to Council Member vacancies.

Revisions to the Municipal Code support all of the City's Strategic Plan goals. In concert with the Charter, the Municipal Code serves as a foundation for the City's operations and incorrect or out-of-date information could potentially have a significant impact on the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **5**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTION 1-10-1 OF THE WESTMINSTER MUNICIPAL CODE CONCERNING FILLING A COUNCIL VACANCY UPON MAYORAL ELECTION

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-10-1, subsection (C) W.M.C, is hereby AMENDED as follows:

1-10-1: ELECTION AND TERM LIMITATION OF MAYOR: (2308 3064 3129)

...

(C) Any Councillor may be a candidate for the office of Mayor, but no person may run for the office of Mayor and Councillor at the same election. If a Councillor with an unexpired term is elected Mayor, the unexpired term shall be filled in the manner prescribed by Section 1-11-4, W.M.C. ~~served by the candidate for Councillor who receives the next highest number of votes after all other Councillor positions are filled in the election for Councillor positions.~~

...

Section 2. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of January, 2013.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
January 14, 2013



SUBJECT: Councillor's Bill No. 6 re Amend Westminster Municipal Code Section 1-10-1 regarding Percentage of Votes Cast for the Election of Mayor

Prepared By: Linda Yeager, City Clerk
Rachel Harlow-Schalk, Senior Projects Officer

Recommended City Council Action

Pass Councillor's Bill No. 6 on first reading amending Westminster Municipal Code section 1-10-1 subsection (A) by removing the requirement that a candidate secure an excess of 40% of the voter margin to be elected to the Office of the Mayor.

Summary Statement

- At the January 7, 2013, City Council Study Session, Staff reviewed the implications, including the potential \$100,000 budgetary impact, in the event of a run-off election for the Office of Mayor.
- As the November 2013 Biennial Municipal Election approaches, Staff and the Election Commission have heightened awareness of the potential for a Mayoral run-off election. A runoff election would need to be conducted if the top candidate did not receive at least 40% of the votes. Amendments to election laws enacted by the State and Federal governments since the provisions for a run-off were adopted locally would require the City to conduct a separate run-off election resulting in substantial expense and effort.
- Removing the excess of 40% requirement voter margin for seating the Mayor will result in having the candidate who receives the most votes elected and eliminates the City from having to conduct a run-off election.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the requirement in City Code for electing the Mayor by at least 40% of the votes cast and the corresponding runoff requirements be replaced with a requirement for electing the mayor by the largest percentage of votes cast for the Office of Mayor?

Alternative

Council could decide to increase, decrease or not change the percentage required for election. If the number is greater than a plurality of the votes cast, the need for a run-off election should not be deleted from code provisions.

Background Information

In the history of Westminster, a run-off election for the Office of Mayor has never occurred because the victor has won by a margin in excess of 40% of the total votes cast. Federal and State election laws have changed significantly in recent years and the Election Commission has begun the process of identifying issues and costs in a proactive approach to develop an election plan that can be implemented if a Mayoral run-off election has to be conducted following the November 2013 election. Based on the current municipal code requirements, the City will have to conduct a separate run-off election, if needed, as neither Adams County nor Jefferson County will conduct the election on our behalf because of equipment security regulations and their current inability to conduct special elections for other jurisdictions. The election would be held by mail ballot per Section 7-1-7(A) W.M.C. At the conclusion of the 2012 Presidential election, there were 76,007 registered electors in Westminster. The cost of postage alone will be approximately \$34,000. It is estimated the total cost of a run-off election approaches \$100,000, based on the need to contract for ballot printing, preparation and mailing; counting equipment and programming; legal notices; and temporary staffing of election judges to receive, process and prepare returned ballots for counting.

At the January 7, 2013, Study Session, City Council reviewed the implications of a run-off election for Mayor and directed Staff to introduce a Councillor's Bill for consideration to remove the requirement that to be elected Mayor a candidate must win by a margin in excess of 40%. The attached Municipal Code revision removes the 40% requirement and replaces it with the election of the Mayor based on the candidate receiving the largest number of votes cast.

Revisions to the Municipal Code support all of the City's Strategic Plan goals. In concert with the Charter, the Municipal Code serves as a foundation for the City's operations and the modifications recommended as part of this Councillor's Bill ensure fiscal responsibility.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **6**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTION 1-10-1 OF THE WESTMINSTER MUNICIPAL CODE CONCERNING ELECTION OF MAYOR

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-10-1, subsection (A), W.M.C., is hereby AMENDED as follows:

1-10-1: ELECTION AND TERM LIMITATION OF MAYOR: (2308 3064 3129)

(A) The Mayor shall be elected for a four- (4) year term by a vote of the electorate at a regular City election. ~~To be elected, a~~The candidate ~~must receive~~receiving the largest percentage at least forty percent (40%) of the votes cast ~~for the office of Mayor at such election shall be elected to the office of Mayor. If no candidate receives at least forty percent (40%), the two candidates with the highest number of votes for Mayor shall participate in a run-off election, which shall be held at the earliest possible date after the regular City election, and subject to the rules and procedures for municipal elections adopted by the City, as applicable.~~ The successful candidate ~~in the run-off election~~ shall take office at the first regular Council meeting following the ~~run-off~~ election. Until the newly elected Mayor takes office, the previous Mayor shall continue in office.

Section 2. Section 1-10-2, subsection (A), W.M.C., is hereby AMENDED as follows:

1-10-2: MAYOR PRO TEMPORE: (1699 2308)

(A) The City Council shall, at its first meeting following each regular City election, ~~or at the first regular meeting following a run-off election if applicable,~~ and after the newly elected Mayor and Councillors take office, elect one (1) Councillor to serve as Mayor Pro Tempore for a term of two (2) years expiring at the first City Council meeting following the next regular City election.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of January, 2013.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

AGENDA

WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING

MONDAY, January 14, 2013

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (August 27, 2012)
- 3. Purpose of Special WHA Meeting is to consider**
 - A. Resolution No. 50 re 2012 Budget Supplemental Appropriation
 - B. Resolution No. 51 re 2013 Westminster Housing Authority Budget
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY
MONDAY, AUGUST 27, 2012 AT 8:04 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter and Board Members Atchison, Briggs, Kaiser, Major and Lindsey. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Administrative Secretary.

MINUTES OF PRECEDING MEETING

Board Member Briggs moved, seconded by Major, to accept the minutes of the meeting of August 13, 2011 as written and distributed. The motion carried unanimously.

RESOLUTION NO. 49 – MULTIFAMILY HOUSING REVENUE BONDS FOR VENUE AT PLAZA+

Vice Chairperson Winter moved, seconded by Board Member Major, to adopt Inducement Resolution No. 49 declaring the Westminster Housing Authority's intent to issue multifamily housing revenue activity bonds for the Venue at the Plaza project. On roll call vote, the motion passed unanimously.

ADJOURNMENT

There being no further business to conduct, it was moved by Kaiser, seconded by Winter, to adjourn. The motion carried and the meeting adjourned at 8:05 p.m.

Chairperson

ATTEST:

Administrative Secretary

WHA Agenda Item 3 A

Agenda Memorandum

Westminster Housing Authority Meeting
January 14, 2013



SUBJECT: Resolution No. 50 re 2012 Budget Supplemental Appropriation

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 50 authorizing a supplemental appropriation of \$248,105 to the 2012 Westminster Housing Authority (WHA) budget.

Summary Statement

- At the end of each quarter, Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- Due to the smaller volume of activity in the Westminster Housing Authority (WHA), Staff typically waits until later in the year to prepare a supplemental appropriation. This is the first supplemental appropriation request for WHA in 2012.
- In 2012, WHA incurred expenses related to the Lowell Plaza Redevelopment project of approximately \$15,000.
- With the sale of the Commons, Staff identified available funds to payoff the Colorado Brownfields Revolving Loan Fund loan. Therefore, \$233,105 is requested to be appropriated to 2012 to make this additional payment.

Expenditure Required: \$248,105

Source of Funds: General revenues and proceeds from sale of the Westminster Commons

Policy Issue

Should WHA appropriate funds as set forth in the attached Resolution?

Alternatives

1. The Board could decide not to appropriate the funds for the consulting contract at this time. This is not recommended because the appropriation is necessary to cover work completed in 2012 by the consultants.
2. The Board could decide not to appropriate funds for the additional principal and interest payment at this time. However, Staff recommends utilizing a portion of the proceeds from the sale of the Commons for the pay off of the Brownfields Revolving Loan Fund loan.

Background Information

In 2002/2003, WHA acquired property along Little Dry Creek between Federal Boulevard and Lowell Boulevard in south Westminster. The land was purchased in conjunction with the City of Westminster's interest in securing property along the Creek for possible park use and/or development related to the planned commuter rail station adjacent to the property. An environmental assessment of the properties disclosed the presence of environmental conditions that required a moderate level of cleanup and clearance from the State of Colorado.

WHA sought and was granted a \$413,000 loan from the Colorado Brownfields Revolving Loan Fund (CBRLF) with which to provide funding for the cleanup. Upon Board approval, WHA accepted the loan and proceeded to have an environmental remediation firm complete the environmental cleanup per a plan approved by the State of Colorado. Colorado Housing and Finance Authority and WHA closed on the loan on January 19, 2006. Repayment terms require 1) principal and interest payments of approximately \$27,000 annually; 2) interest assessed at 2% of the unpaid principal balance; and 3) a balloon payment of approximately \$275,000 in February 2016.

With the sale of the Commons, Staff has determined that there are sufficient funds available to pay off the balance due on the loan. While the interest rate on the CBRLF loan is quite low, WHA's rate of return on its share of the pooled cash interest earnings is also low. Additionally, WHA's anticipated revenue in the immediate future is limited. Therefore, it is prudent for WHA to use \$233,105 of sale proceeds to pay off the loan.

In August 2012, the City of Westminster and Westminster Housing Authority entered into an Agreement with Renaissance 1, LLLP relative to pursuing redevelopment of a portion of the west side of the 7200 block of Lowell Boulevard. Renaissance 1, LLLP is proposing to redevelop the site as a mixed use project providing about 48 affordable housing units above commercial space. The plan would further preserve the historic Penguin Building and incorporate the construction of a public plaza. Pursuant to the Agreement, the City assumed responsibility for securing HUD Section 108 Loan Program funding and acquiring the redevelopment property. WHA, working with the City, assumed the responsibility for funding the necessary contractual services to secure the Section 108 funds and complete the due diligence relative to acquiring the property. WHA had not anticipated these services at the time of the 2012 budget approval and, thus, requires additional funding of \$15,000 in the contract services account to cover the cost.

Prior to the sale of the Westminster Commons, WHA received a monthly owner distribution from the Commons Senior Housing project. During the budget process, Staff anticipated the sale of the Commons would occur early in 2012. With the sale occurring later in 2012, the actual monthly distribution received was higher than budgeted. Staff is requesting that a portion of the excess monthly distribution be appropriated to cover the contract work required for the Lowell Plaza project.

The amendments listed in the attached resolution will bring WHA's accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to the Board's Strategic Plan goals of "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods in One Livable Community." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as prudently as possible given the limited revenue generated by the WHA.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment – Resolution

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **50**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2013

2012 BUDGET SUPPLEMENTAL APPROPRIATION

WHEREAS, the Westminster Housing Authority (the "Authority") is a political subdivision of the State of Colorado, duly organized, existing, and acting pursuant to C.R.S. section 29-4-201 et seq. (the "Act"), and

WHEREAS, the Authority was created to carry out the purposes of a public housing authority pursuant to the Act; and

WHEREAS, the Authority adopted an operating budget for the fiscal year (FY) 2012 on December 19, 2011; and

WHEREAS, there are additional unanticipated revenues from 2012 to cover consulting work and the payoff of the Colorado Brownfields Revolving Loan Fund loan; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Housing Authority: The \$248,105 budget increase shall be allocated to WHA Revenue and Expenditure accounts as described below.

The adjustments will amend the budget accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
General	2600.43060.0000	\$10,000	<u>\$248,105</u>	\$258,105
Total Change to Revenues			<u>\$248,105</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contractual Services	26010900.67800.0000	\$16,000	\$15,000	\$31,000
Paying Agent Fees	26010900.78600.0000	0	70	70
Interest	26010900.78400.0000	5,034	3,871	8,905
Principal	26010900.78200.0000	22,514	<u>229,164</u>	251,678
Total Change to Expenses			<u>\$248,105</u>	

The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 14th day of January, 2013.

ATTEST:

Chairperson

Secretary

WHA Agenda Item 3 B

Agenda Memorandum

Westminster Housing Authority Meeting
January 14, 2013



SUBJECT: Resolution No. 51 re 2013 Westminster Housing Authority Budget

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended Board Action

Adopt Resolution No. 51 approving the 2013 Westminster Housing Authority Budget.

Summary Statement

- The Westminster Housing Authority (WHA) sold the Westminster Commons senior apartments to Volunteers of America, which resulted in a net revenue transfer of \$2,989,092 to the WHA general account in 2012. This revenue was not accounted for in the 2012 budget, but is now reflected in the 2012 estimated column.
- The WHA paid off the remaining loan balance of \$260,651 due to the Colorado Brownfield's Revolving Loan Fund in 2012, which was used to clean up environmental contaminants on property purchased along Little Dry Creek, using proceeds from the Westminster Commons sale.
- The proposed budget shows a balance of \$2,705,989 from the sale that is yet to be appropriated, of which \$2.2 million is proposed to be directed to the Westminster Station City General Capital Improvement Fund to help fund needed infrastructure improvements that will support new and affordable housing development around the commuter rail station to open in 2016. The \$2.2 million is proposed to be appropriated at a later date.
- There are no additional revenues proposed or anticipated for the WHA for 2013.
- The WHA will continue to incur operational costs relative to its ownership of the Rodeo Market and community theater buildings and the "park" area adjacent to the Rodeo Market.
- The proposed operating budget expenses for the WHA include \$11,500 for gas, electric and water utilities, and \$6,000 in contractual services to cover maintenance, insurance, repairs and other miscellaneous expenses.

Expenditure Required: \$ 17,500 WHA General Account

Source of Funds: WHA Fund Balance

Policy Issue

Does the Board of the WHA wish to support the activities of the Westminster Housing Authority by adopting the proposed 2013 budget?

Alternative

Do not adopt the 2013 Westminster Housing Authority Budget. This is not recommended as the WHA continues to be responsible for operating and maintaining facilities under its ownership. An approved budget is necessary to provide funding for these purposes.

Background Information

In past years, the primary source of revenue was via a transfer of \$60,000 annually in administrative funds from the Westminster Commons senior apartments rent proceeds. In 2012, the WHA sold the Westminster Commons senior apartments to Volunteers of America, thereby eliminating any further transfer of such funds in future years. Leasing the Rodeo Market and community theater buildings could provide another potential source of revenue. However, the South Westminster Arts Group, which has leased the premises at a nominal fee (\$1.00/year) for the past several years, still does not have the financial wherewithal to incur any rate increase given its challenges in securing sufficient grant funding. Therefore, Staff is anticipating no revenue generation in 2013.

The WHA did receive a cash infusion of \$2,989,092 resulting from the Westminster Commons senior apartments sale proceeds, a higher than estimated transfer of administrative fees, and an operational account balance. This revenue generated in 2012, was used by the WHA to pay off its remaining debt of approximately \$260,651 due to the Colorado Brownfield's Revolving Loan Fund. The loan was taken out by the WHA to assist the City of Westminster in cleaning up environmentally contaminated property along Little Dry Creek purchased by the City for park development adjacent to the planned commuter rail station. Upon repaying the loan, the WHA will have a balance of approximately \$2.7 million, which has not as yet been appropriated. As such, this balance is reflected as an adjustment in the 2012 estimated column; therefore, it is not accounted for in the 2012 or 2013 ending cash balance. The 2012 WHA budget had an estimated ending cash balance of \$145,728 that is available with which to fund the 2013 budget.

The proposed 2013 budget includes \$11,500 to cover the cost of utilities, including gas, electric and water, for all of the WHA owned properties and facilities. The amount proposed for utility expenses in the 2013 budget is \$2,776 higher than the 2012 estimated expenditures. This relatively high increase is to cover the expected utility rate increases and transfer the cost of watering the WHA-owned "park" at 73rd Avenue and Orchard Court from the City to the WHA. The City had previously been paying for the "park" operations and maintenance cost utilizing the South Westminster CIP account. Staff recommends that these costs should be incurred by the WHA given its ownership of the property.

Staff is also proposing \$6,000 of expenditure for contractual services that includes the cost of property insurance, legal, weed mowing, general maintenance and repairs, and other miscellaneous costs. This is \$10,000 less than budgeted in 2012 as Staff does not anticipate the need for the services of consultants. Although the 2012 budget provided for \$16,000 in contract services, the actual expenditure is estimated at \$29,331. The differential between the budget and estimated expenditures was due to the unanticipated funding of appraisals relative to the Lowell Plaza redevelopment project, a proposed mixed use/affordable housing project, and higher than expected consulting costs incurred relative to the sale of the Westminster Commons apartments given the financial and contractual complexity of the deal.

The 2013 budget would leave the WHA with a cash balance of \$128,228, not including any remaining proceeds from the Westminster Commons sale, to be carried forward into 2014.

Approval of the 2013 WHA budget meets the City Council's goal of maintaining a "Financially Sustainable City Government Providing Exceptional Services" by ensuring the adequate provision of funding with which to operate the Westminster Housing Authority effectively and efficiently. Adoption of the budget also supports the goal of maintaining "Vibrant Neighborhoods In One Livable Community", whereby continued WHA investment in its properties and the South Westminster community promote further private investment into the neighborhood.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments:

- Resolution
- 2013 WHA Proposed Budget

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **51**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2013

**A RESOLUTION ADOPTING THE 2013 BUDGET FOR THE
WESTMINSTER HOUSING AUTHORITY**

WHEREAS, the Westminster Housing Authority (the "Authority") is a political subdivision of the State of Colorado, duly organized, existing, and acting pursuant to C.R.S. section 29-4-201 *et seq.* (the "Act"); and

WHEREAS, the Authority was created to carry out the purposes of a public housing authority pursuant to the Act; and

WHEREAS, the Westminster Housing Authority Board has not yet adopted a formal operating budget for fiscal year 2013 for the Westminster Housing Authority; and

WHEREAS, the Westminster Housing Authority anticipates expenditures for various purposes relating to the goals of the Authority.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Westminster Housing Authority that the attached 2013 Westminster Housing Authority Budget is hereby approved and the amounts stated therein are hereby appropriated for the fiscal year 2013.

PASSED AND ADOPTED this 14th day of January, 2013.

ATTEST:

Chairperson

Authority Secretary

APPROVED AS TO LEGAL FORM:

Authority Attorney

WESTMINSTER HOUSING AUTHORITY (Excluding Commons)
2013 Proposed Budget

	<u>2011 Actual</u>	<u>2012 Budget</u>	<u>2012 Estimated</u>	<u>2013 Proposed</u>
Revenues				
Transfers from Commons	\$ 60,000	\$ 10,000	\$ 2,989,092	\$ -
Rental Income (Rodeo Market)	472	-	-	-
Interest	1,819	500	5,900	-
<i>Total Operating Revenues</i>	<u>62,291</u>	<u>10,500</u>	<u>2,994,992</u>	<u>-</u>
Expenditures				
Administrative Fee		-	-	-
Utilities	7,970	8,000	8,724 ¹	11,500
Contractual	17,958	16,000	29,331	6,000
<i>Total Operating Activities</i>	<u>25,928</u>	<u>24,000</u>	<u>38,055</u>	<u>17,500</u>
Net Operating Surplus (Deficit)	<u>36,363</u>	<u>(13,500)</u>	<u>2,956,937</u>	<u>(17,500)</u>
Other Financing Sources (Uses)				
Debt Service:				
Principal	-	(22,514)	(251,677) ²	
Interest expense	(5,071)	(5,034)	(8,974) ²	
Transfers out	-	-	-	-
<i>Total other financing sources (uses)</i>	<u>(5,071)</u>	<u>(27,548)</u>	<u>(260,651)</u>	<u>-</u>
Net change in cash balance	31,292	(41,048)	2,696,286	(17,500)
Cash balance beginning	164,314	172,966	155,431	145,728
Accrual and Balance Sheet Adjustments	<u>(40,175)</u>	<u>-</u>	<u>(2,705,989) ²</u>	<u>-</u>
Cash balance ending	<u>\$ 155,431</u>	<u>\$ 131,918</u>	<u>\$ 145,728</u>	<u>\$ 128,228</u>

¹ Utilities expenditure increased to cover rate increase and transferring cost of park watering from City to WHA.

² Funds received from the sale of the Commons Senior Housing project have not yet been appropriated. A portion of these funds was used to payoff the Brownsfields loan with the remaining funds committed to other projects such as the TOD. An adjustment is included in the 2012 Estimated column to reflect these commitments in order to show cash available at year end for future years.