



## CITY COUNCIL AGENDA

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

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

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

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

8. Consent Agenda
  - A. Financial Report for February 2008
  - B. 2007 Westminster Conference Center Property Tax
  - C. Annual Large Item Cleanup Program Contract Renewal
  - D. Second Reading Councillor's Bill No. 11 re Designating the Shoenberg Memorial Farm as a Local Historic Landmark
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Public Hearing re Service Plan for the Orchard Park Place South Metropolitan District
  - B. Resolution No. 20 Approving the Service Plan for Orchard Park Place South Metropolitan District
  - C. Public Hearing re Service Plan for the Orchard Park Place Residential Metropolitan District
  - D. Resolution No. 21 Approving the Service Plan for Orchard Park Place Residential Metropolitan District
  - E. Public Hearing re Axis Development CLUP Amendment, PDP and ODP (108<sup>th</sup> Avenue and Westminster Blvd)
  - F. Councillor's Bill No. 12 re CLUP Amendment from Business Park to District Center re Axis Development
  - G. Preliminary Development Plan for Axis Development
  - H. Official Development Plan Axis Development
  - I. Resolution No. 22 re Awarding 62.5 Additional Category B-4 Service Commitments to Axis Development
  - J. Public Hearing re Wadsworth Crossing Annexation, CLUP Amendment, Zoning, PDP and ODP
  - K. Resolution No. 23 re Annexation Finding re Wadsworth Crossing
  - L. Councillor's Bill No. 13 re Annexation of Wadsworth Crossing (SW corner Wadsworth & Church Ranch Blvds)
  - M. Councillor's Bill No. 14 re CLUP Amendment to Retail Commercial re Wadsworth Crossing
  - N. Councillor's Bill No. 15 re Zoning the Wadsworth Crossing Property Planned Unit Development
  - O. Preliminary Development Plan and the Official Development Plan for Wadsworth Crossing
  - P. Resolution No. 24 re IGA with the State of Colorado re Historic Preservation Grant
  - Q. Resolution No. 25 re Applications to State Historical Fund for Shoenberg Farm Acquisition and Rehabilitation
  - R. Councillor's Bill No. 16 re Economic Development Agreement for Orchard View and Centura Health Project
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
  - A. City Council
13. Adjournment

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)**

**WESTMINSTER HOUSING AUTHORITY MEETING (separate agenda)**

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

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, MARCH 31, 2008 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Presenting the colors and leading the Council, Staff, and audience in the Pledge of Allegiance were members of Cub Scout Pack 484.

ROLL CALL

Mayor McNally, Mayor Pro Tem Dittman and Councillors Briggs, Kaiser, Lindsey, Major, and Winter were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Carla Koeltzow, Deputy City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of March 17, 2008, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that this Thursday, April 3rd at 10 a.m., will mark the grand opening of The Orchard Town Center at 144<sup>th</sup> and Huron. There will be several activities and ceremonies throughout the day and weekend. The City is very excited about the opening and Mr. McFall encouraged everyone to attend. He also pointed out that at the conclusion of tonight's regular Council meeting there would be two special board meetings, one for the Westminster Economic Development Authority and one for the Westminster Housing Authority. Mr. McFall's final comments were to advise that there would also be a post meeting in the Council board room, open to the public, where Council will receive information regarding preventing non-native invasive species in Standley Lake.

CITY COUNCIL COMMENTS

Councillor Briggs reported that he represented Council at the 2008 Mayors for Meals Day and presented a plaque given to Council by The Senior Hub. On Friday he attended a Rocky Mountain Rail Authority meeting. There were not enough attendees for a quorum but there was good discussion about several items including the possibility of creating a Statewide Rail Authority. A steering committee will be meeting next week to evaluate the two proposals currently before the authority and determine by April 25<sup>th</sup>, who will be conducting the feasibility study on those proposals. Councillor Briggs also reported that he met with Senator Salazar and Representative Perlmutter on Council's behalf regarding the Rocky Flats trail system. The goal is to have a trail that is a complete circle around Rocky Flats and ties into all of the surrounding city and county trail systems.

Mayor McNally and Mr. McFall reminded everyone that there is still time to participate in the Prints of Pride program at The Orchard Town Center. 100% of the proceeds benefit the Westminster Legacy Foundation and Westminster 7:10 Rotary Club with Forest City bearing all the expenses.

CITIZEN COMMUNICATION

Cherrie Silverman, owner of Cherry Blossoms at 9975 Wadsworth Parkway, wanted to know the process required to get approval for neon signage on the back of the Stanley Shores Shopping Center so that businesses there would be more visible to traffic along Wadsworth Parkway. Mr. McFall indicated that staff from Community Development would contact her about the request.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: acceptance of the February 2008 financial report; authority for the City Manager to pay the amount due to the Jefferson County

Treasurer in the amount of \$303,107.84 for payment of the 2007 property tax for the Westminster Conference Center; authority for the City Manager to execute a renewal of the current Large Item Cleanup Services contract with Waste Management of Colorado for the 2008 calendar year in the amount of \$54,180 and authorize a contingency of \$820, for a total budget of \$55,000; and pass on second reading Councillor's Bill No. 11 designating Lots 5 and 14A of the Dudley C. Shoenberg Memorial Farm as a Local Historic Landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request.

It was moved by Councillor Lindsey, seconded by Councillor Kaiser, to approve the consent agenda, as presented. The motion passed unanimously.

#### PUBLIC HEARING ON ORCHARD PARK PLACE SOUTH METROPOLITAN DISTRICT

At 7:15 p.m. Mayor McNally opened a public hearing to consider a request by the developers of the Orchard Park Place Development that the City approve a metropolitan special district to fund infrastructure to serve the development. The project is located on the site bounded north and south between 142<sup>nd</sup> Avenue and approximately 144<sup>th</sup> Avenue and east and west by I-25 and Huron Street. John Carpenter, Community Development Director, provided background information and entered the agenda memorandum into the record. He also advised that representatives of the development were present and available for questions.

Mayor McNally invited public comment. No one wished to testify, and the Mayor closed the hearing at 7:16 p.m.

#### RESOLUTION NO. 20 RE ORCHARD PARK PLACE SOUTH METROPOLITAN DISTRICT

On roll call vote a motion made by Mayor Pro Tem Dittman, seconded by Councillor Major, passed unanimously and adopted Resolution No. 20 approving the service plan for Orchard Park Place South Metropolitan District.

#### PUBLIC HEARING ON ORCHARD PARK PLACE RESIDENTIAL METROPOLITAN DISTRICT

At 7:17 p.m. Mayor McNally opened a public hearing to consider a request by the developers of the Orchard Park Place Development that the City approve a metropolitan special district to fund infrastructure to serve the residential portion of the development. The project is located on the site bounded north and south between 141st Avenue and approximately 140<sup>th</sup> Avenue and east and west by Orchard Parkway and Huron Street. John Carpenter, Community Development Director, provided background information and entered the agenda memorandum into the record. He also advised that representatives of the development were present and available for questions.

Mayor McNally invited public comment. No one wished to testify, and the Mayor closed the hearing at 7:20 p.m.

#### RESOLUTION NO. 21 RE ORCHARD PARK PLACE RESIDENTIAL METROPOLITAN DISTRICT

It was moved by Councillor Major, seconded by Councillor Lindsey, to adopt Resolution No. 21 approving the service plan for Orchard Park Place Residential Metropolitan District. At roll call, the motion passed unanimously.

#### PUBLIC HEARING ON THE AXIS DEVELOPMENT CLUP AMENDMENT/PDP/ODP

At 7:21 p.m., the Mayor opened a public hearing to consider the Comprehensive Land Use Plan amendment, the Preliminary Development Plan and the Official Development Plan for the Axis Development. David Shinneman, Planning Manager, introduced the public hearing providing background information. He entered the agenda memorandum and attendant documents in the record and advised that the notice of hearing had been published, the property posted, and neighboring landowners within 300 feet notified of this proposal according to the

procedure contained in the Westminster Municipal Code. The proposed development consists of 15.97 acres located west of Westminster Boulevard at the 108<sup>th</sup> Avenue alignment.

Scott Choppin, CEO of Urban Pacific Group, testified on behalf of the applicant and provided a power point presentation of the proposed mixed-use development.

In conclusion, Mr. Shinneman advised that the Planning Commission had reviewed this proposal and had voted to recommend approval.

No others wished to testify and all questions of Council had been answered. The Mayor closed the hearing at 7:54 p.m.

#### COUNCILLOR'S BILL NO. 12 APPROVING THE CLUP AMENDMENT FOR THE AXIS DEVELOPMENT

Councillor Major moved to pass Councillor's Bill No. 12 approving the Comprehensive Land Use Plan amendment for the Axis Development changing the designation from Business Park to District Center. Councillor Major's motion was 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. Councillor Lindsey seconded the motion, and on roll call vote, the motion passed unanimously.

#### PRELIMINARY DEVELOPMENT PLAN FOR THE AXIS DEVELOPMENT

Councillor Major moved to approve the Axis Development Preliminary Development Plan. This approval is effective on the passage of the second reading of Councillor's Bill No. 12 on April 14, 2008. 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. Mayor Pro Tem Dittman seconded the motion and it carried unanimously.

#### OFFICIAL DEVELOPMENT PLAN FOR THE AXIS DEVELOPMENT

Councillor Major moved to approve the Axis Development Official Development Plan. This approval is effective on the passage of the second reading of Councillor's Bill No. 12 on April 14, 2008. 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. Councillor Lindsey seconded the motion and it carried unanimously.

#### RESOLUTION NO. 22 AWARDING CATEGORY B-4 SERVICE COMMITMENTS

It was moved by Councillor Major and seconded by Dittman to adopt Resolution No. 22 awarding 62.5 additional Category B-4 Service Commitments to the proposed Axis Development. At roll call, the motion passed unanimously.

#### PUBLIC HEARING ON WADSWORTH CROSSING ANNEXATION/AMEND CLUP/REZONE/PDP/ODP

At 7:56 p.m., the Mayor opened a public hearing to consider the annexation, Comprehensive Land Use Plan amendment, the rezone, the Preliminary Development Plan and the Official Development Plan for the Wadsworth Crossing property PUD. David Shinneman, Planning Manager, introduced the public hearing providing background information. He entered the agenda memorandum and attendant documents in the record and advised that the notice of hearing had been published, the property posted, and neighboring landowners within 300 feet notified of this proposal according to the procedure contained in the Westminster Municipal Code. The proposed development consists of 4.8 acres located at the southwest corner of Wadsworth Boulevard and Church Ranch Boulevard.

Mark Wilcox of DHM Design testified on behalf of the applicant and provided a power point presentation of the proposed 34,300 square foot retail and restaurant center. Representatives of Broadbent Development Company were also available for Council's questions.

In conclusion, Mr. Shinneman advised that the Planning Commission had reviewed this proposal and had voted to recommend approval.

No others wished to testify and all questions of Council had been answered. The Mayor closed the hearing at 8:10 p.m.

RESOLUTION NO. 23 MAKING FINDINGS CONCERNING WADSWORTH CROSSING ANNEXATION

It was moved by Councillor Briggs and seconded by Lindsey to adopt Resolution No. 23 making certain findings of fact about the Wadsworth Crossing property annexation as required by Section 31-10-110 C.R.S. At roll call the motion passed unanimously.

COUNCILLOR'S BILL NO. 13 ANNEXING THE WADSWORTH CROSSING PROPERTY

It was moved by Councillor Briggs, seconded by Lindsey, to pass Councillor's Bill No. 13 on first reading to approve the annexation of the Wadsworth Crossing property. At roll call the motion passed unanimously.

COUNCILLOR'S BILL NO. 14 APPROVING THE CLUP AMENDMENT FOR WADSWORTH CROSSING

Councillor Briggs moved to pass Councillor's Bill No. 14 on first reading approving the Comprehensive Land Use Plan amendment for the Wadsworth Crossing property changing the designation from Northeast Comprehensive Development Plan to Retail Commercial. 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. Councillor Major seconded the motion, and it passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 15 REZONING THE WADSWORTH CROSSING PROPERTY

Upon a motion by Councillor Briggs, seconded by Lindsey, the Council voted unanimously at roll call to pass on first reading Councillor's Bill No. 15 rezoning the Wadsworth Crossing property from A-1 to Planned Unit Development (PUD) based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been met.

APPROVAL OF THE WADSWORTH CROSSING PDP AND ODP

It was moved by Councillor Briggs and seconded by Lindsey to approve the Preliminary Development Plan and the Official Development Plan for the Wadsworth Crossing property as submitted based on a finding that the criteria set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code have been met. The motion passed unanimously.

RESOLUTION NO. 24 RE IGA WITH THE STATE OF COLORADO RE HISTORIC PRESERVATION GRANT

Mayor Pro Tem Dittman moved to adopt Resolution No. 24 authorizing the City Manager to execute an Intergovernmental Agreement with the State of Colorado concerning the use of State Historical Fund grant funds awarded to the City of Westminster. Councillor Kaiser seconded the motion, and it passed unanimously on roll call vote.

RESOLUTION NO. 25 RE APPLICATIONS TO THE STATE HISTORICAL FUND FOR SHOENBERG FARM

It was moved by Councillor Major and seconded by Dittman to adopt Resolution No. 25 authorizing the City Manager to execute three grant applications to the State Historical Fund as follows: (1) a grant in the amount of \$478,125 to combine with a proposed cash match of \$159,375 to acquire approximately 42,500 square feet of land, which includes seven historic structures designated as part of the Shoenberg Farm local historic landmark, (2) a grant in the approximate amount of \$300,000 to combine with a proposed cash match of \$117,879 to complete Phase I of the rehabilitation work on the Shoenberg Farm 1911 Dairy Barn, and (3) a grant in the approximate amount of \$210,077 to combine with a proposed cash match of \$70,026 to complete Phase I of the rehabilitation work on the Shoenberg Farm 1911 Milk and Ice House. At roll call the motion passed unanimously.

COUNCILLOR’S BILL NO. 16 RE EDA FOR THE ORCHARD VIEW AND CENTURA HEALTH PROJECT

Upon a motion by Councillor Lindsey, seconded by Winter, the Council voted unanimously at roll call to pass on first reading Councillor’s Bill No. 16 authorizing the City Manager to execute and implement an Economic Development Agreement between the City, Westminster Economic Development Authority (WEDA), Centura Health Corporation and AZG Westminster, LLC in substantially the same form as provided.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 8:17 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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

## Summary of Proceedings

Summary of proceedings of the City of Westminster City Council meeting of Monday, March 31, 2008. Mayor McNally, Mayor Pro Tem Dittman, and Councillors Briggs, Kaiser, Lindsey, Major, and Winter were present at roll call.

The minutes of the regular meeting of March 17, 2008, were approved as presented.

Council approved the following: February 2008 Financial Report; 2007 Westminster Conference Center property tax; Annual Large Item Cleanup Program contract renewal; PDP for Axis Development; ODP for Axis Development Plan; PDP/ODP for Wadsworth Crossing; and final passage of Councillor's Bill No. 11 re designating a portion of the Dudley C. Shoenberg Memorial Farm as a Local Historic Landmark.

Council conducted public hearings to consider the Orchard Park Place South Metropolitan District Service Plan; the Orchard Park Place Residential Metropolitan District Service Plan; the Axis Development CLUP amendment, PDP and ODP; and the Wadsworth Crossing annexation, CLUP amendment, zoning, PDP and ODP.

Council adopted the following Resolutions: Resolution No. 20 approving the Orchard Park Place South Metropolitan District Service Plan; Resolution No. 21 approving the Orchard Park Place Residential Metropolitan District Service Plan; Resolution No. 22 awarding 62.5 additional Category B-4 Service Commitments to Axis Development; Resolution No. 23 making findings re Wadsworth Crossing annexation; Resolution No. 24 approving IGA with State for Historic Preservation grant; and Resolution No. 25 re applications to State Historical Fund for Shoenberg Farm acquisition and rehabilitation.

The following Councillor's Bill was passed on first reading:

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN.** Purpose: changing CLUP designation from Business Park to District Center for Axis Development.

**A BILL FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO.** Purpose: annexing the Wadsworth Crossing property.

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN.** Purpose: changing CLUP designation of Wadsworth Crossing property from Northeast Comprehensive Development Plan to Retail Commercial.

**A BILL FOR AN ORDINANCE AMENDING THE ZONING OF THE WADSWORTH CROSSING PROPERTY A 4.8 ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF WADSWORTH BOULEVARD AND CHURCH RANCH BOULEVARD, JEFFERSON COUNTY, COLORADO FROM A-1 TO PUD.** Purpose: zoning the Wadsworth Crossing property PUD.

**A BILL FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, CENTURA HEALTH CORPORATION, AND AZG WESTMINSTER, LLC.** Purpose: authorizing EDA with WEDA, Centura Health Corp. and AZG Westminster, LLC.

The meeting adjourned at 8:17 p.m.

By order of the Westminster City Council  
Carla Koeltzow, Deputy City Clerk  
Published in the Westminster Window on April 10, 2008



**A BILL**  
**FOR AN ORDINANCE DESIGNATING LOTS 5 AND 14A OF THE DUDLEY C.**  
**SHOENBERG MEMORIAL FARM AS A LOCAL HISTORIC LANDMARK**

Section 1. The City Council finds that Lots 5 and 14A of the Dudley C. Shoenberg Memorial Farm (Shoenberg Farm) are historically significant and qualify for designation as a Westminster historic landmark based on the following criteria in W.M.C. section 11-13-5:

1. The resources are 60 to 97 years old.
2. Shoenberg Farm is historically significant for its association to the National Jewish Hospital for Consumptives (NJH) and its role in the treatment of tubercular patients in the twentieth century. It is believed to be the last, intact farm in the Denver area associated with the twentieth-century sanatorium movement.
3. Due to its association with early Colorado settlers and 20<sup>th</sup> Century dairy and egg production in the Denver metropolitan area, Shoenberg Farm exemplifies the cultural, political, economic and social heritage of the local and regional community.
4. Shoenberg Farm represents an association with the work of a notable person, Louis D. Shoenberg Beaumont, a founder of the May Department Store chain and international philanthropist. Shoenberg Farm may be the earliest extant example of Mr. Shoenberg's philanthropy.
5. Shoenberg Farm represents an association with the work of a notable dairy and egg farmer, Jacob J. Tepper, who was responsible for innovation and regional growth of these industries.
6. Shoenberg Farm represents an association with the contributions of early Jewish settlers to the development of health care and the dairy and egg industries in Colorado, including the founding of National Jewish Hospital, the entrepreneurial efforts of Louis Shoenberg, and the farming and production innovations of the Tepper operation.
7. Standing at a prominent location at the southwest corner of West 73<sup>rd</sup> Avenue and Sheridan Boulevard, Shoenberg Farm is an established and familiar visual feature of the community.
8. Each building exemplifies specific elements of an architectural style of the period in which it was built.
9. The Dairy Barn suffered extensive damage early in the 20<sup>th</sup> Century and underwent significant historic remodel prior to 1947;
10. The Milk & Ice House was expanded in the 1940s, roughly doubling its size, resulting in an addition that has historic significance.

Section 2: The City Council further finds that:

1. The Westminster Historic Landmark Board has nominated Shoenberg Farm to be designated as a historic landmark and passed its resolution 2008-002 recommending that the City Council designate Lots 5 and 14A of the Shoenberg Farm as a local historic landmark.
2. Westminster Municipal Code, section 11-13-6 requires landowner consent before the owner's land may be designated as a local historic landmark.
3. The City of Westminster is working in collaboration with the owners of Shoenberg Farm on transactions that may result in the City acquiring portions of Shoenberg Farm and causing the historic Farm structures to be rehabilitated and preserved for public purposes, including public education and interpretation.

NOW, THEREFORE, the City Council of the City of Westminster ordains that:

1. Lots 5 and 14A of the Shoenberg Farm are hereby designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.
2. Description of architectural features:

**1911 Brick Superintendent's Residence.**

The one-and-a-half story, red-brick dwelling is a Bungalow-style popular in Colorado between 1900 and 1930. Its main characteristics include a gently pitched roof with a front gable, overhanging eaves with exposed rafter ends, a broad porch supported with thick brick columns, and simple horizontal lines. The almost square plan has a front-gable composition roof with vertical, board and batten in the gable face. Two symmetrical pairs of windows are in both the front and rear gable ends. One pair is immediately on either side of the bracketed gable. The roof has deep overhangs, plain verge board in gable end and exposed rafter ends on the side elevations. The building has a pair of exterior chimneys on the north and

south elevations. It has a symmetrical façade with a full, shed-roof porch with thick brick columns. The porch roof has open ends, a deep overhang with exposed rafters, and composition shingles. The raised porch is partially opened with a decorative, wood-slat balustrade and a decorative, wood-slat skirt under the porch. The front façade features two non-historic 1/1 aluminum windows and aluminum storm windows. The non-historic main entry door is wood panel with an aluminum and glass storm door. In the early-to-mid 1970s, the north windows were replaced with glass block windows. One of the north windows retains its rusticated stone sill. The rest of the windows were replaced with 1/1 aluminum windows which echo the 1/1 style of the original windows. At the west end of the north elevation, the original inset, rear porch was enclosed with a vertical wood panel and the original brick column is visible. On the west or rear elevation, a circa 1990 wood-frame porch with a hip composition roof has been added. The entrance to the full concrete basement has a glaze and wood panel door with a wood frame screen door. The only window on this elevation is actually the original door. The brick stoop has been removed, the door partially bricked (non-original) and a 1/1 aluminum window with brick sill and wood lintel installed. The south elevation has four non-historic 1/1 aluminum windows with wood lintel and rusticated stone sills. A small pair of non-historic 1/1 aluminum windows with rusticated stone sills are located near the front of the house. The basement has two small windows on the north and south elevations located at ground level.

### **1911 Brick Garage**

The one-and-a-half story garage is also built in a Bungalow style and is similar to the Superintendent's Residence, using red brick, vertical board and batten frame, and a gently pitched roof line. As part of the approvals for the adjacent commercial development, the developer received permission to move the garage by rotating it ninety degrees and moving it about fifty feet to the east, placing it five feet from the north wall of the Superintendent's Residence. This relocation was a negotiated alternative to the owner's proposed demolition of the garage and other structures. The directions and orientation in this description are for the post-relocation garage position. Historically, the first level was used for vehicle storage and the second story was a residential apartment. The first story is masonry and the second story exterior walls are vertical, board and batten construction. The composition roof has a front gable, deep overhang, plain verge board, and brackets. There are two dormers, one on the north and one on the south elevation. The south elevation has a gable with bracketed overhang over a horizontal, slider window with wood surround. The north dormer has a shed roof with deep overhang over a paneled door with aluminum storm door to the second-level apartment. There are metal stairs with railing that lead to the second level. The other windows on this level are 3/3. The windows in the south and east elevations at the garage level are twelve-light, fixed-pane and one is boarded over. The foundation is concrete. The garage door is a non-historic multi-paneled, overhead door on the west elevation.

### **1911 Brick Milk & Ice House**

The one-story, rectangular plan is built in the style of the late 19<sup>th</sup> and early 20<sup>th</sup> Century American Movements. It has a front-gable composition roof with a louvered, cupola-ridge ventilator. The gable ends have a deep overhang with very broad, bracketed ends, and wood exterior faces. The exterior walls are red brick. The west elevation has a panel entry door with a transom light, a twelve-light fixed-pane window, and a 2/2 sash window with wood frame. The south elevation has two 2/2 sash windows with wood frames and a smaller, paned window with wire grating attached to wood frame. The east elevation of the main building has a 2/2 sash window with wood frame. All of the windows have brick sills. There are three, paneled-entry doors on the east elevation: one to the coal-fired boiler room, one to the refrigeration cooler room, and a third to the refrigeration compressor. The building has a concrete foundation. In the early to mid-1940s, an addition was made to the original building, expanding the plant to the north and west side to accommodate a bottle-washing room and a room for pasteurization vats. The addition has a gabled, composition roof with deep overhang similar to the main section of the building. The exterior bricks of the addition match the main section of the building. The windows are twelve-light fixed pane and a single 2/1 sash. All have brick sills. A set of glaze & panel doors are on the east elevation of the addition, as well as a twelve-light fixed pane window. A concrete sidewalk runs along the side of the building. A second entry door, a panel door with transom light, is on the north elevation. The interior ceiling of this section of the building is barrel-curved with all wall and ceiling surfaces tiled for easy cleaning.

### **1911 Brick Pump House**

The pump house is a one-story, subterranean building with a rectangular plan, front-gable, composition roof, and concrete foundation. The gable ends are wood shingle with a simple verge board overhang. The exterior walls are red brick similar to the house, garage, and milk & ice house. A wood-panel cellar door opens onto concrete steps to the panel-entry door of the pump house. Above-ground windows are

six-light, fixed-panel with wood surrounds. The pump house has a water storage tank and historic electrical generating equipment.

**1911 Brick Dairy Barn**

The one-and-a-half story, red brick barn has a concrete foundation and metal, gambrel roof with two pairs of gabled dormers on the east and west elevations. The dormers feature doors to the loft area and have metal ends. There are four round-pipe, ridge ventilators to allow heat to escape from the fodder storage area. The main entry to the barn is on the south elevation through a new oversize, overhead metal door. It is centrally located with a pair of 2/2 sash, wood-surround windows on the first level. On the second story, there is a large horizontal-sliding door with a pair of four-light windows in the peak. The west elevation features four panel doors (all have segmented arches with radiating voussoirs); two oversize livestock doors, a single-entry door, and a Dutch door. There are seven windows that are at 2/2 sash with wood surrounds and brick sills. On the north elevation, there are three livestock panel doors that at one time led to a corral area. The east elevation features ten windows with brick sills that include 2/2 sash, narrow 2/2 sash, and one nine-light that has thick wood muntins and a segmental arch with radiating voussoirs. There is also a panel door with segmental arch and radiating voussoirs that opened toward the milk house allowing easy access to the building east of the barn.

**1911 Wooden Stave Silo**

The tongue-in-groove, vertical wooden staves of this silo are held in place by iron bands and turnbuckles. It has a wood-shingle, conical roof with round ventilator on the peak. There is a concrete foundation and a ladder or wire steps enclosed by a wooden projection on the outside with several spaced openings. Remnants of red paint can be found on the exterior of the silo.

**1950s Poured Concrete Silo**

The poured concrete silo was formed of separately poured, stacked, concrete blocks. A ladder of metal rings is enclosed by a metal projection on the outside of the silo. Unloading is from the top. The silo has a concrete foundation and rounded metal ribbed roof.

3. The legal description and location of the property are:

Address or location: 7231 Sheridan Boulevard (fka 7255 and 7259 Sheridan Blvd)  
Westminster CO 80030

Legal description: Lots 5 and 14A, Shoenberg Farm Commercial Center,  
6<sup>th</sup> P.M., T.2 S., R.69 W, E ½ of SE ¼ of SE ¼ of Section 36, City of  
Westminster, Jefferson County, Colorado

State of Colorado Resource No.:5JF.4336

UTM coordinates: Zone 13 495424mE 4408487mN NAD 27:

Section 3. The requirements of Section 11-3-6(A) have been satisfied as this property shall not be subject to Westminster Municipal Code Sections 11-13-9, 11-13-10, 11-13-11, and 11-13-12 until such time as the owner of the subject property provides written consent thereto or the City exercises its option to purchase the subject property.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

Section 5. This ordinance shall take effect upon its passage after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 17<sup>th</sup> day of March, 2008. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 31<sup>st</sup> day of March, 2008.

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF FEBRUARY 2008

Center Location Major Tenant	Current Month General Sales	Current Month General Use	Total	General Sales	General Use	Total Sales	%Change
WESTFIELD SHOPPING CENTER NW CORNER 52ND & SHER WALMART	355,535	3,056	358,595	373,482	2,092	375,573	-3
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	216,222	14,328	230,550	109,126	47,304	156,430	98
WESTMINSTER VALLEY 8TH & SHERIDAN	213,862	8,100	221,962	316,262	6,445	322,707	-32
4 DEPARTMENT STORES CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIET CITY	216,589	807	217,396	252,568	1,135	253,703	-14
SHOPS AT WALMART CREEK 104TH & REED TARGET	184,188	626	184,814	173,172	1,501	174,673	6
BROOKHILL I & II N SIDE 88TH CTR'S TO WALK HOME DEPOT	174,885	4,124	179,009	168,961	1,667	170,627	4
NORTHWEST PLAZA SW CORNER 92 & HAYLAN COSTCO	173,790	465	174,255	202,739	202	202,940	-14
PROMENADE SOUTH/NORTH S/N SIDES OF CENTRAL RANGER BLVD SHAW/AMC	125,080	16,017	141,097	130,938	16,415	147,353	-4
THE ORCHARD 144TH & I-25 JC PENNEY	112,325	3,238	115,563	112,626	6,346	118,972	0
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOUZERS	95,362	696	96,058	104,764	364	105,128	-9
SHERIDAN CROSSING SE CORNER 128TH & SHER KODAK'S	94,582	930	95,512	123,115	2,876	125,991	-23
VILLAGE AT THE MAUI S SIDE 88TH DEPOT-HAYLAN TOYS 'R US	68,592	242	68,835	68,532	423	68,954	0
STANLEY SHOPS CENTER SW CORNER 130TH & WADS KING SOCPERS	62,759	155	62,914	65,447	174	65,622	-8
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	51,667	3,704	55,372	49,208	170	49,378	5
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER	54,268	630	54,898	52,019	442	52,461	4

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF FEBRUARY 2008

Center Location Major Tenant	Current Month General Sales	Current Month General Use	Total	General Sales	General Use	Total Sales	Change
GUITAR STORE STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFFRAY	50,174	372	50,546	48,064	113	48,196	4 229 5
WILLOW RUN 128TH & ZUNI SAFFRAY	45,937	336	46,273	49,696	253	49,949	-8 33 -7
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CS & POTTS	42,893	261	43,155	42,318	436	42,774	- 40 1
GREEN ACRES NORTH SIDE 112TH SHER-FED DONOCO/FRCC	29,525	0	29,525	27,822	270	28,100	6 ***** 5
JOHNTON/KAISER CORRIDOR 112-120 HURON - FEDERAL JOHNTON TECHNOLOGY	9,586	16,136	25,722	7,645	16,178	25,823	25 -11 0
ELMAY/DOUGLAS CORRIDOR NE CORNER 164TH & FRO ELMAY MOTORS	25,229	316	25,545	25,184	594	25,778	0 -47 -1
STANDLEY PLAZA SW CORNER 86TH & WADS KALGREENS	22,741	109	22,850	22,444	864	23,308	1 -87 -2
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALFORAS	21,961	87	22,048	40,944	840	41,783	46 -90 -47
SUMMIT SQUARE NE CORNER 94TH & FED SAFFRAY	21,952	96	22,048	18,905	64	18,969	16 51 16
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	21,952	32	21,984	12,165	35	12,200	80 -9 80
	2,452,663	75,109	2,566,772	2,601,087	10,208	2,711,295	-4 -32 -5

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF FEBRUARY 2008

Center	Location	Major Tenant	YTD 2008 General Sales	YTD 2008 General Use	Total	YTD 2007 General Sales	YTD 2007 General Use	Total Sales	%Change	Use Total
WESTFIELD SHOPPING CENTER	NW CORNER 92ND & SHER		979,416	4,963	984,376	999,764	4,349	1,004,713	-2	0
MALIBU	WESTMINSTER MALL		831,879	24,375	846,255	1,011,676	10,259	1,021,936	-18	40
88TH & SHERIDAN			548,846	15,293	564,139	565,391	47,343	222,736	232	-68
WESTMINSTER CROSSING	4 DEPARTMENT STORES									
136TH & I-25										
ZONE'S			542,309	3,309	550,618	630,977	3,609	634,586	-13	-8
CITY CENTER MARKETPLACE	NE CORNER 92ND & SHERIDAN									
COMP USA/CIRCUS CITY			498,693	3,195	501,888	439,035	2,152	441,287	14	48
SHOPS AT MALIBU CREEK										
104TH & RAND	TARGET									
NORTHWEST PLAZA			415,317	2,032	417,369	464,536	1,908	466,444	-11	8
SW CORNER 92 & SHERIDAN										
COSTCO			410,113	5,666	415,779	383,868	2,858	386,726	7	98
BROOKHILL I & VI										
N SIDE 89TH OTIS TO WADS	HOME DEPOT		342,071	17,595	359,666	321,854	7,274	329,128	6	142
THE ORCHARD	144TH & I-25									
UC PARKWAY			332,464	130,660	433,125	320,079	28,881	348,960	-6	352
PROXIMADS SOUTH/NORTH										
S/N SIDES OF GEORCH RANCH BLVD	SHAW/AVC		289,858	2,821	292,719	292,293	4,601	354,894	-17	-39
SHERIDAN CROSSING										
SE CORNER 120TH & SHER										
KOHL'S			284,536	1,779	286,314	275,365	10,567	285,932	3	-83
NORTH PARK PLAZA										
SW CORNER 104TH & FEDERAL										
KING SOOPERS			241,219	915	242,034	242,589	722	243,211	-1	13
VILLAGE AT THE MALL										
S SIDE 88TH DEERW-BAYLAN										
103 & R 05	STANLEY SHOES CENTER		182,231	655	182,926	189,746	889	190,635	-4	-22
KING SOOPERS										
SW CORNER 100TH & WADS										
ROCKY MOUNTAIN PLAZA			131,919	843	132,762	122,961	664	123,645	7	27
SW CORNER 88TH & SHER	GUITAR STORE									
WESTMINSTER PLAZA										
FEDERAL-IRVING 72ND-74TH			111,261	2,891	115,152	105,698	723	106,421	5	438

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF FEBRUARY 2008

Center Location Major Tenant	YTD 2008 General Sales	YTD 2008 General Use	Total	YTD 2007 General Sales	YTD 2007 General Use	Total Sales	Change	Use Total
SAFARIWAY STANLEY LAKE MARKETPLACE NE CORNER 99TH & WINDSORVA SAFARIWAY	106,663	733	106,896	111,410	832	112,243	-5	-12
WILLOW RUN 128TH & ZION SAFARIWAY	59,286	471	59,757	112,084	583	112,667	-11	-19
VILLAGE AT PARK CENTER NW CORNER 120TH & HIRON CS & POTTS	83,972	927	84,659	78,165	9,335	87,500	7	-23
BROOKHILL, IV E SIDE WACS 90TH-92ND HANCOCK FABRICS	64,970	318	65,289	28,714	437	29,150	126	-27
STANLEY PLAZA SW CORNER 98TH & WACS WALGREENS	51,513	1,220	52,733	50,542	2,152	52,693	2	-43
ELMAY/DOUGLAS CORRIDOR NE CORNER 104TH & PED ELMAY MOTORS	50,421	1,450	51,871	46,949	1,861	48,810	7	-23
SUNNIT SQUARE NE CORNER 94TH & P2D SAFARIWAY	45,163	203	45,366	41,303	264	41,567	6	-23
NORTHVIEW 92ND AVE VATES TO SHERIDAN SALTGRASS	44,634	968	45,622	90,635	2,947	93,582	-51	-67
MEADOW POINTE NE CRK 92ND & OLD WACS CARRABAS	40,915	120	41,035	45,292	198	45,490	-10	-39
MISSION COMMONS N SIDE WINDSORVA 68-90TH BIG S SPORTS	40,400	126	40,526	69,422	762	70,184	-42	-84
	6,744,667	214,487	6,959,154	6,696,267	146,792	6,843,059	1	46

**City of Westminster  
Financial Report  
For Two Months Ending February 29, 2008**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Revenues and Carryover</b>						
Taxes	5,012,710	199,694		202,565	2,871	101.4%
Licenses & Permits	1,575,000	249,900		431,382	181,482	172.6%
Intergovernmental Revenue	4,840,000	275,300		382,239	106,939	138.8%
Recreation Services	5,689,173	720,446		864,796	144,350	120.0%
Other Services	8,574,968	1,040,855		1,100,176	59,321	105.7%
Fines	2,353,275	329,459		318,865	-10,594	96.8%
Interest Income	500,000	83,333		62,537	-20,796	75.0%
Misc	1,741,529	78,917		30,464	-48,453	38.6%
Leases	1,697,251	45,375		47,603	2,228	104.9%
Interfund Transfers	60,056,933	10,009,489		10,009,489	0	100.0%
Sub-total Revenues	<u>92,040,839</u>	<u>13,032,768</u>		<u>13,450,116</u>	<u>417,348</u>	<u>103.2%</u>
Carryover	1,500,000	1,500,000		1,500,000	0	100.0%
Revenues and Carryover	<u>93,540,839</u>	<u>14,532,768</u>		<u>14,950,116</u>	<u>417,348</u>	<u>102.9%</u>
<b>Expenditures</b>						
City Council	206,348	23,279		21,940	-1,339	94.2%
City Attorney's Office	1,105,473	166,509		158,643	-7,866	95.3%
City Manager's Office	1,159,924	170,381		165,482	-4,899	97.1%
Central Charges	25,476,533	2,759,608		3,036,593	276,985	110.0%
General Services	5,306,175	726,485		661,170	-65,315	91.0%
Finance	1,891,094	280,486		234,272	-46,214	83.5%
Police	20,654,476	3,059,879		2,858,458	-201,421	93.4%
Fire Emergency Services	11,312,021	1,658,993		1,438,353	-220,640	86.7%
Community Development	4,650,725	680,296		600,047	-80,249	88.2%
Public Works & Utilities	7,170,255	547,561		586,883	39,322	107.2%
Parks, Recreation & Libraries	14,607,815	1,885,982		1,667,835	-218,147	88.4%
Total Expenditures	<u>93,540,839</u>	<u>11,959,459</u>		<u>11,429,676</u>	<u>-529,783</u>	<u>95.6%</u>
Revenues and Carryover Over(Under) Expenditures	<u>0</u>	<u>2,573,309</u>		<u>3,520,440</u>	<u>947,131</u>	





WESTMINSTER  
COLORADO

Agenda Memorandum

City Council Meeting  
March 31, 2008



**SUBJECT:** Financial Report for February 2008  
**Prepared By:** Tammy Hitchens, Finance Director

**Recommended City Council Action**

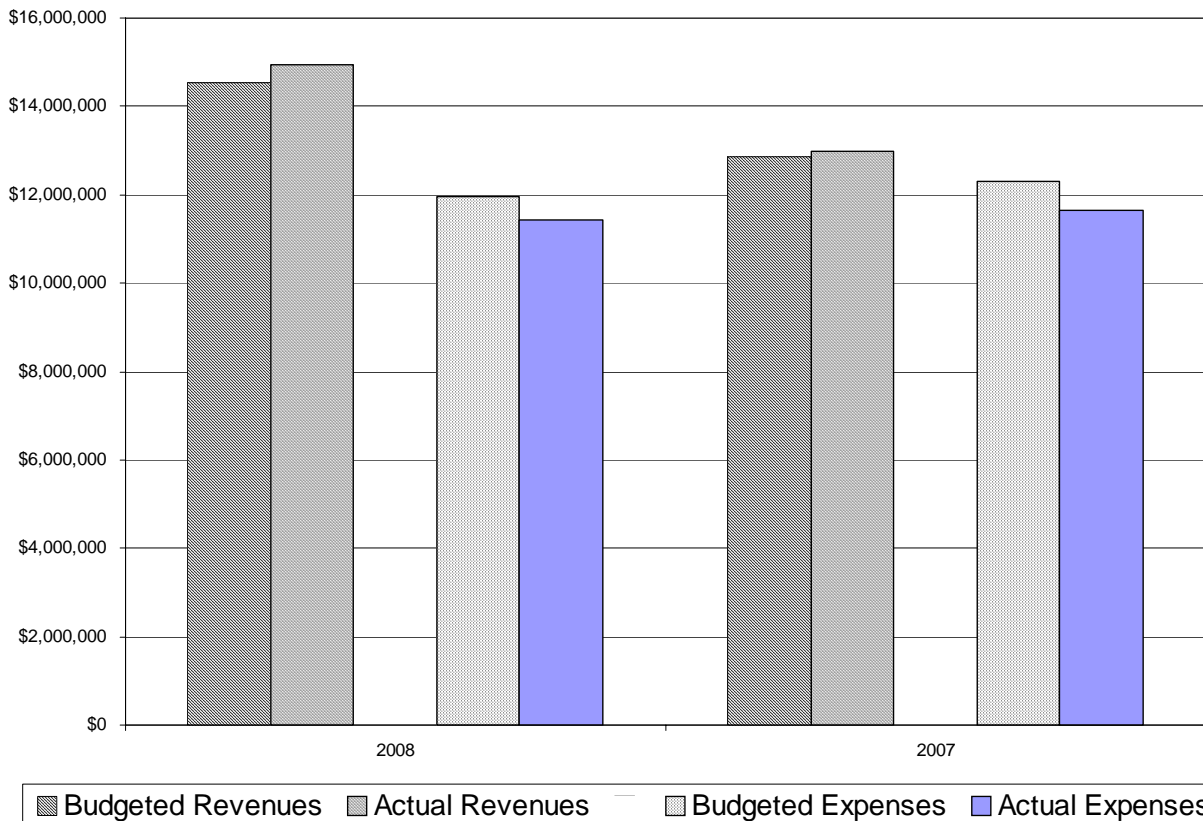
Accept the Financial Report for February as presented.

**Summary Statement**

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, “budget” refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 5-year historical averages.

The General Fund revenues and carryover exceed expenditures by \$3,520,000. The following graph represents Budget vs. Actual for 2007 – 2008. Items to note on the attached statements are the positive variance in the licenses and permits. This reflects the commercial building permits for the Orchard.

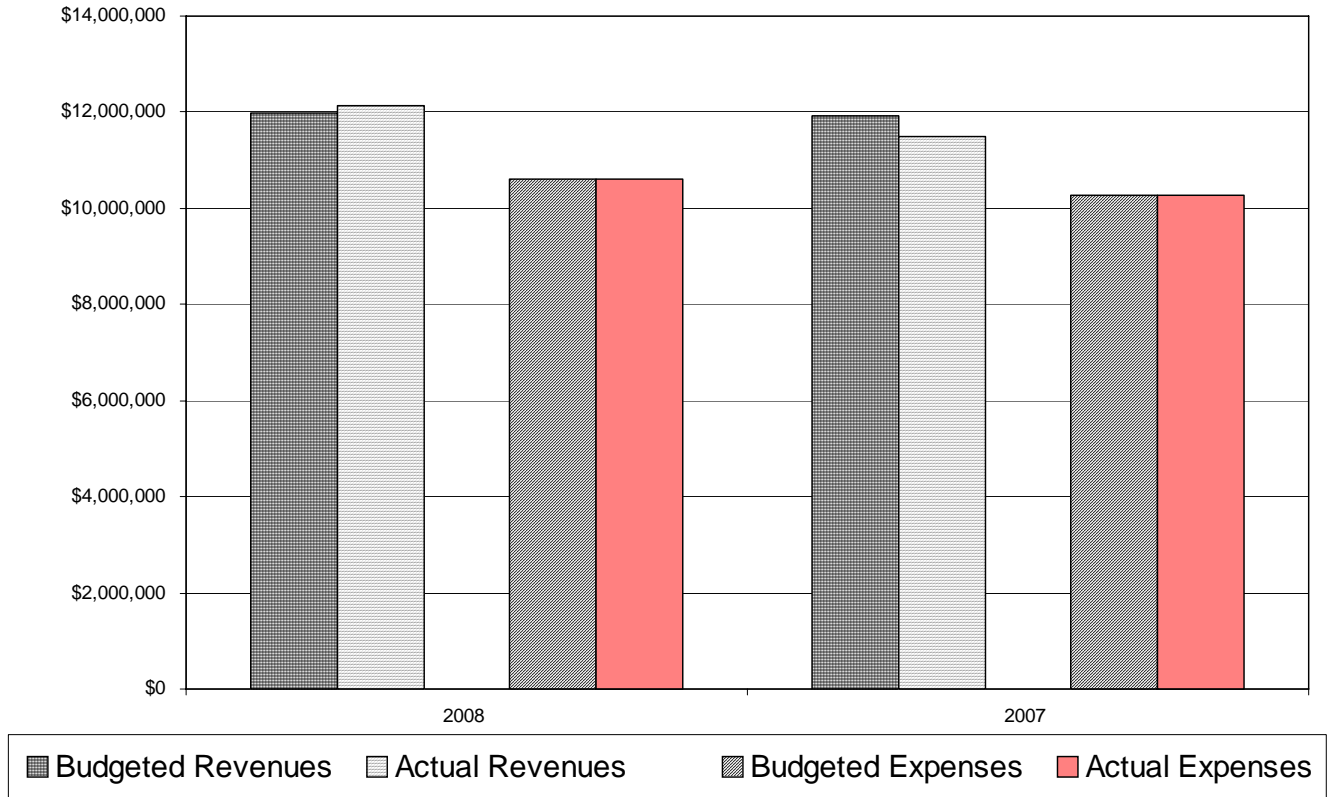
**General Fund  
Budget vs Actual**



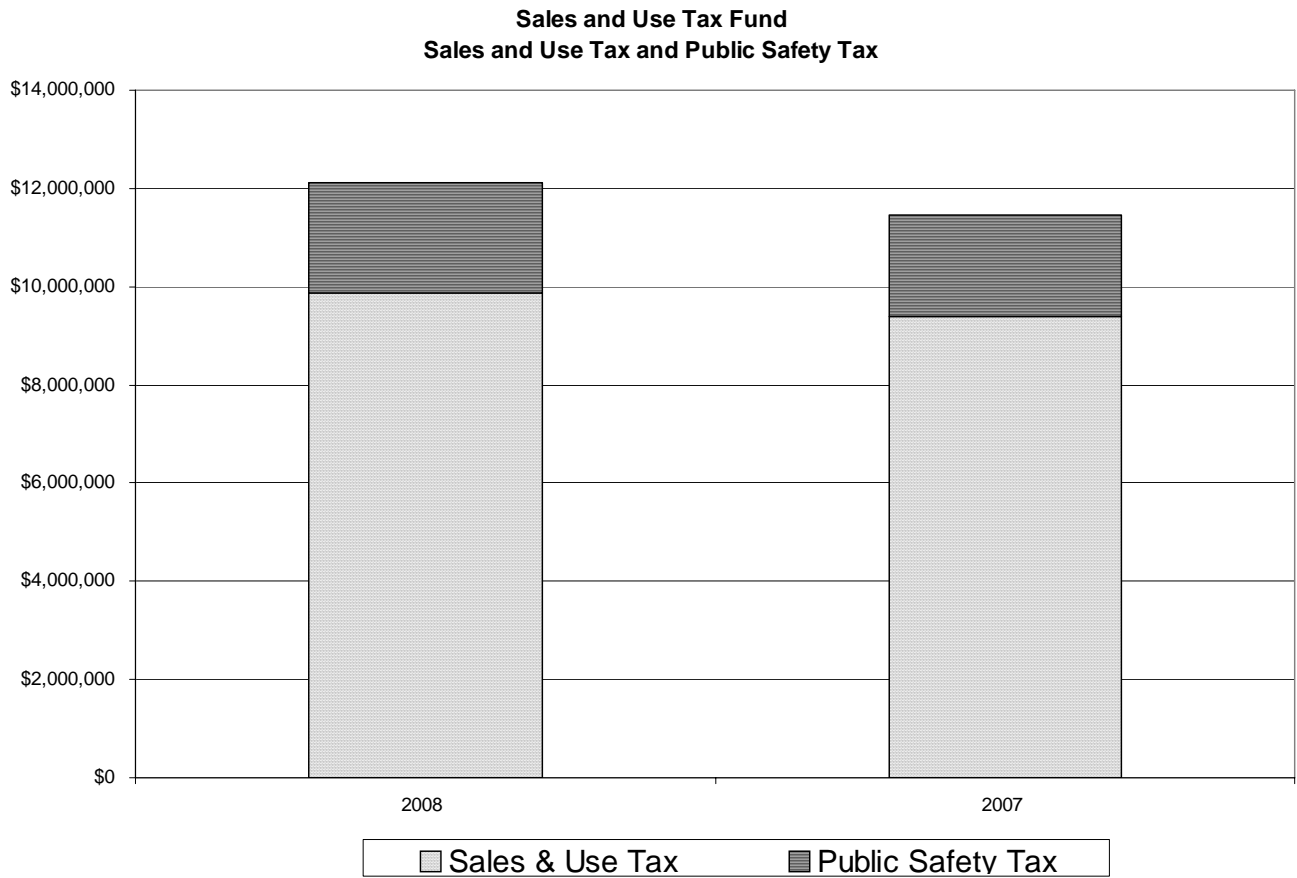
The Sales and Use Tax Fund's revenues and carryover exceed expenditures by \$1,546,000

- On a year-to-date cash basis, sales & use tax returns are up 0.7% over 2007.
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 1.7% from the prior year. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are down 5.3%.
- The top 50 Sales Taxpayers, who represent about 63% of all collections, were down 6.3% after adjusting for Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 17% on a year-to-date basis.
- Building Use Tax is up 84.4% year-to-date over 2007.

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

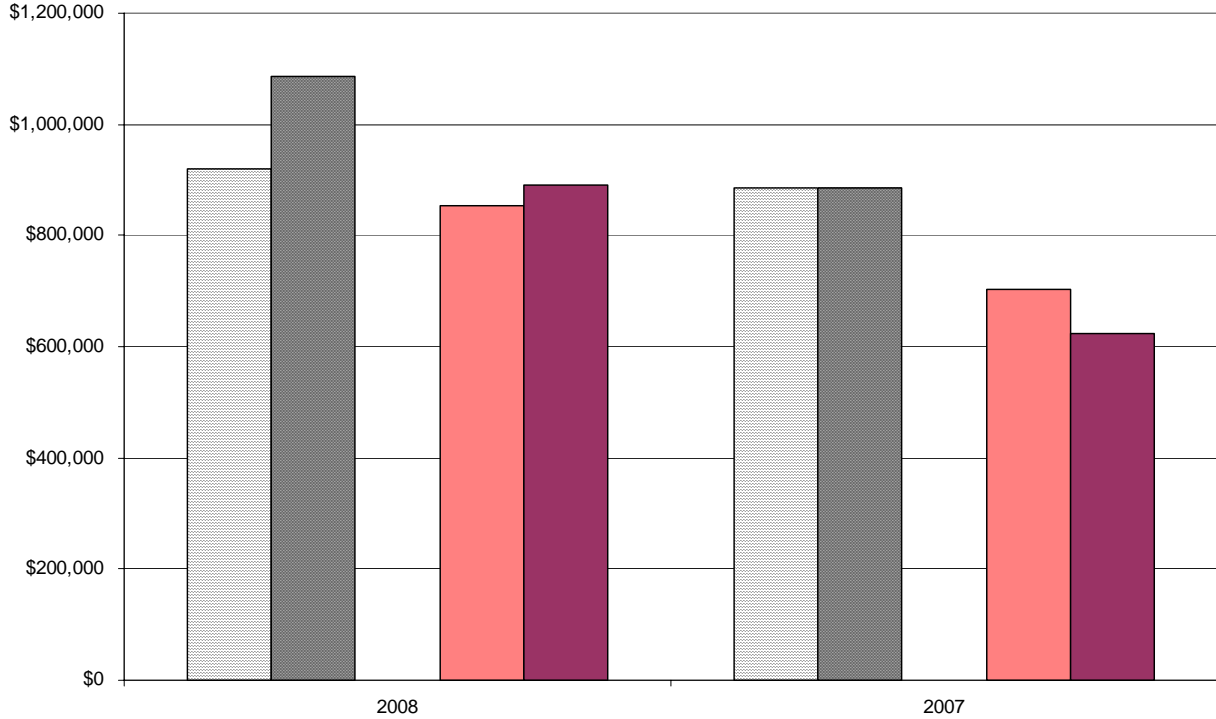


The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.



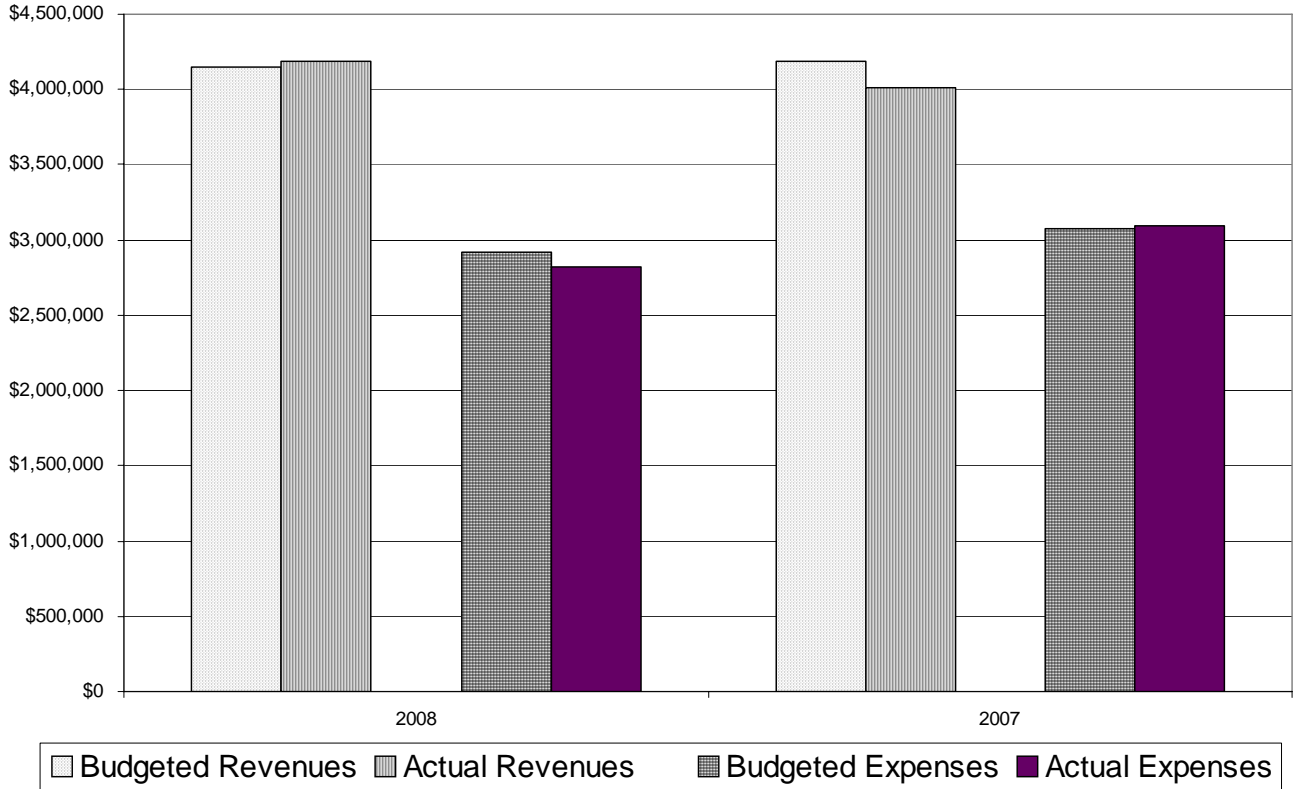
The Parks Open Space and Trails Fund revenues exceed expenditures by \$197,000. 2008 expenditures reflect payments to WEDA for the Walnut Creek Open Space. 2008 revenues reflect the sale of assets to the General Capital improvement Fund for right of way acquisitions.

**POST Fund**  
**2008 Budget vs Actual**



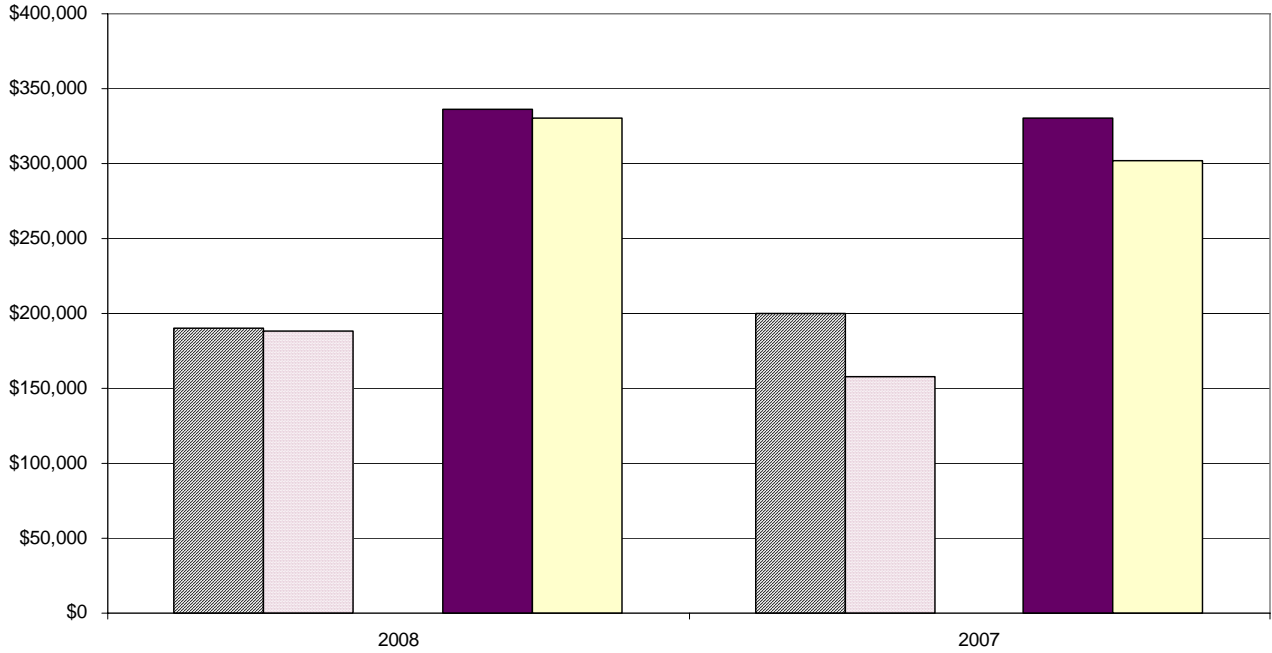
The combined Water & Wastewater Funds' revenues and carryover exceed expenses by \$7,741,000. \$24,548,993 is budgeted for capital projects and reserves.

**Combined Water and Wastewater Funds  
2008 Operating Budget vs Actual**



The combined Golf Course Funds' expenditures exceed revenues by \$143,000.

**Golf Course Enterprise  
Budget vs Actual**



■ Budgeted Revenues    ■ Actual Revenues    ■ Budgeted Expenses    ■ Actual Expenses

**Policy Issue**

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

**Alternative**

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

**Background Information**

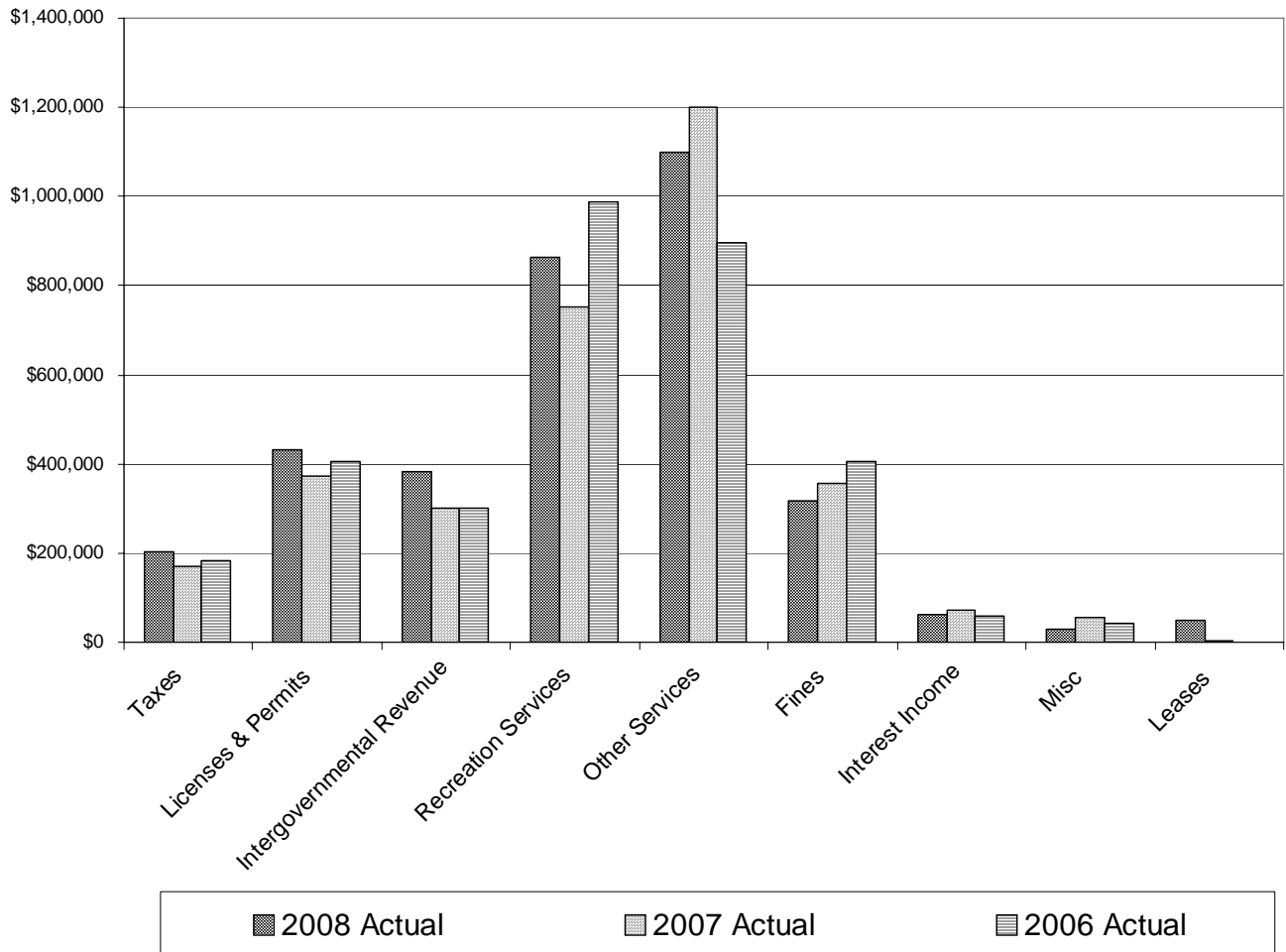
This section includes a discussion of highlights of each fund presented.

**General Fund**

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

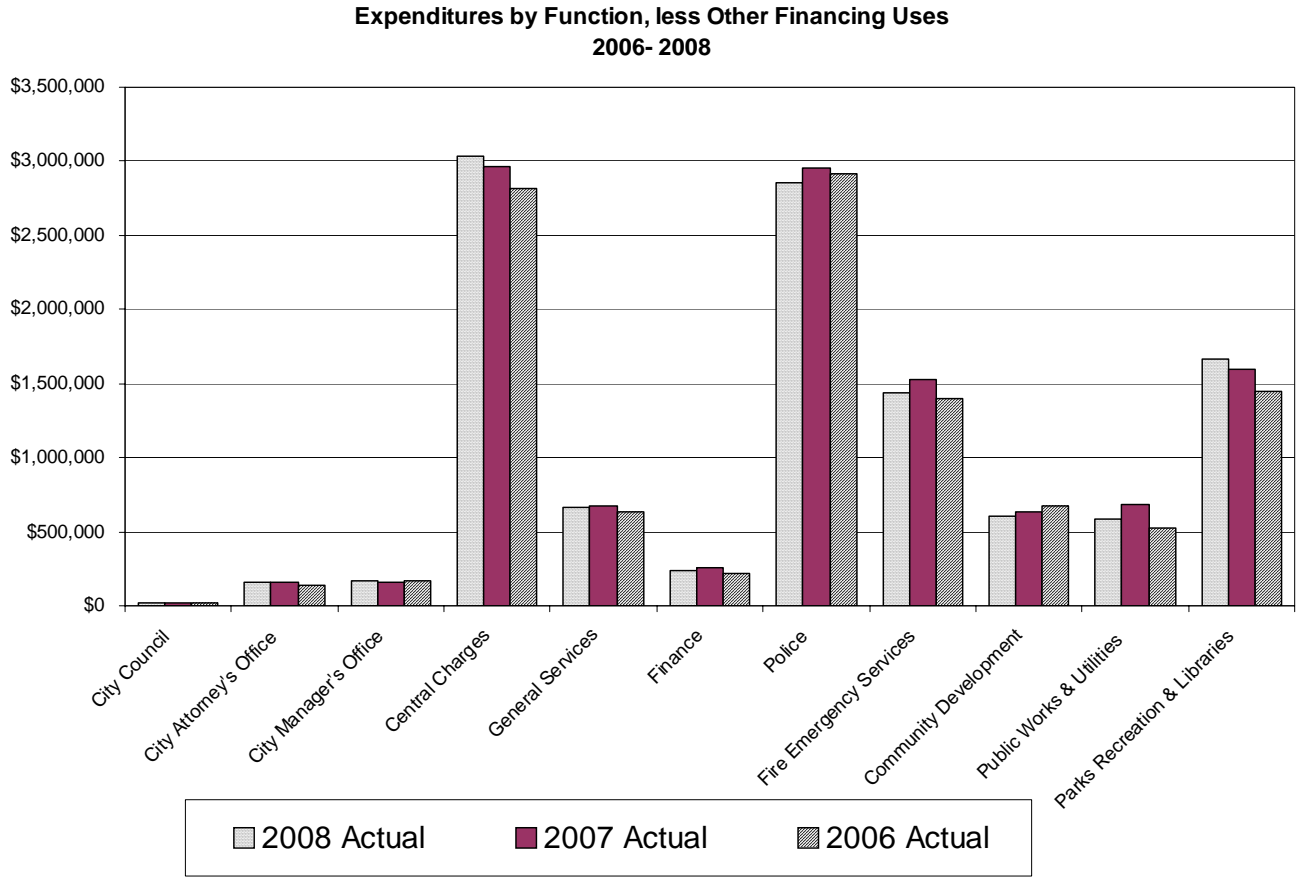
The following chart represents the trend in actual revenues from 2006 – 2008 year-to-date.

**General Fund Revenues without Transfers, Carryover, and Other Financing Sources  
2006 - 2008**



Recreation Services reflects revenues from the Sports Center.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2006 –2008.

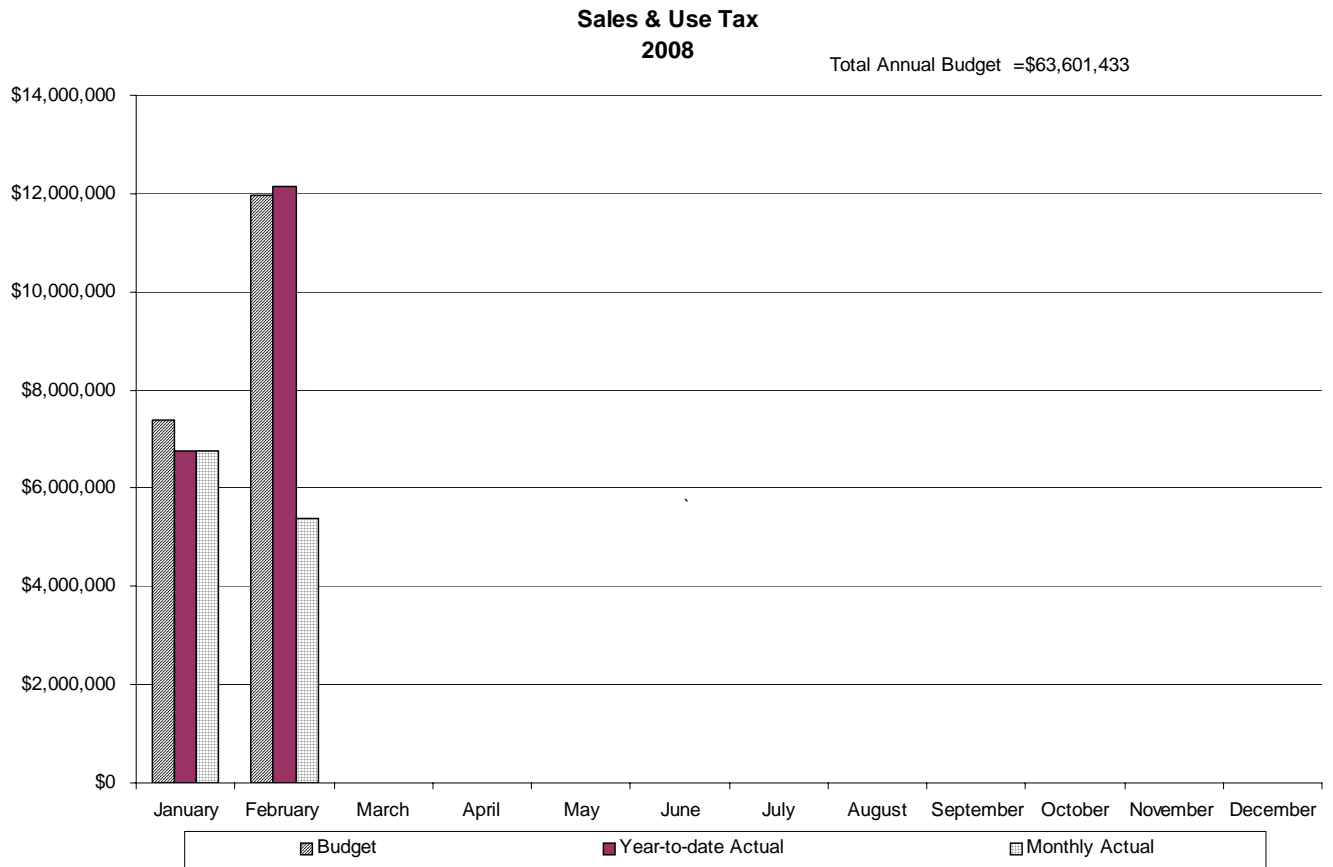




**Sales and Use Tax Funds (Sales & Use Tax Fund and Parks Open Space and Trails Sales & Use Tax Fund)**

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

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

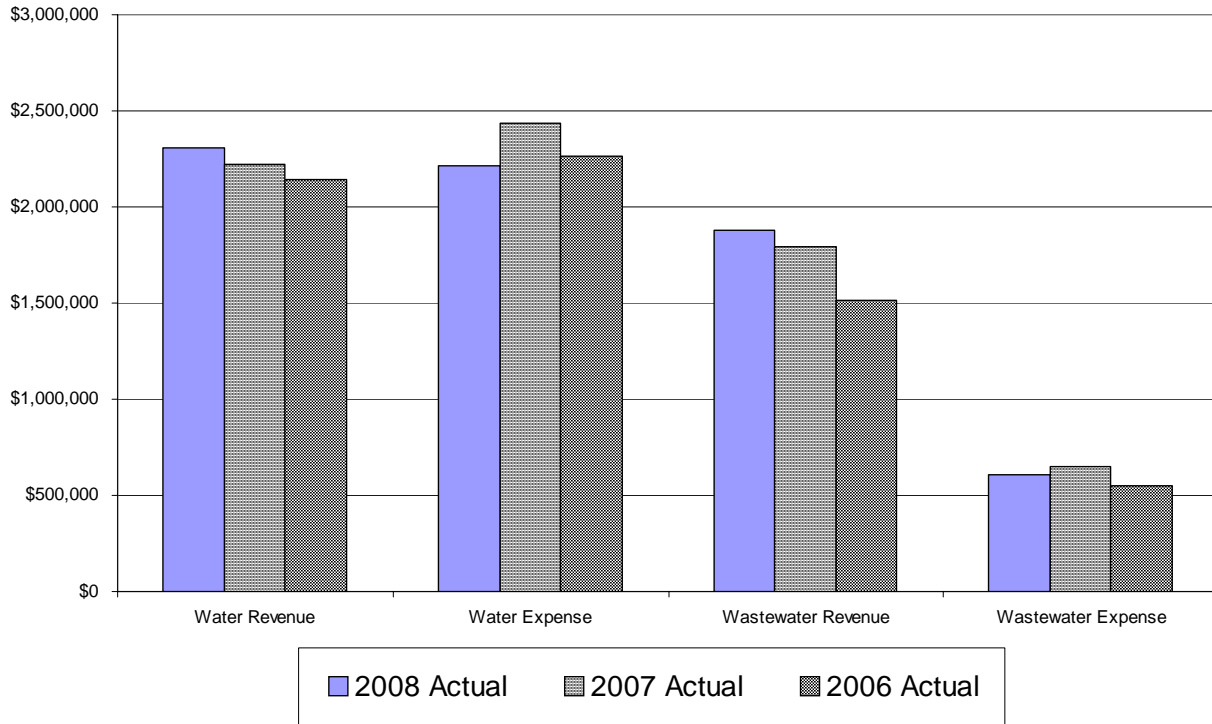


**Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)**

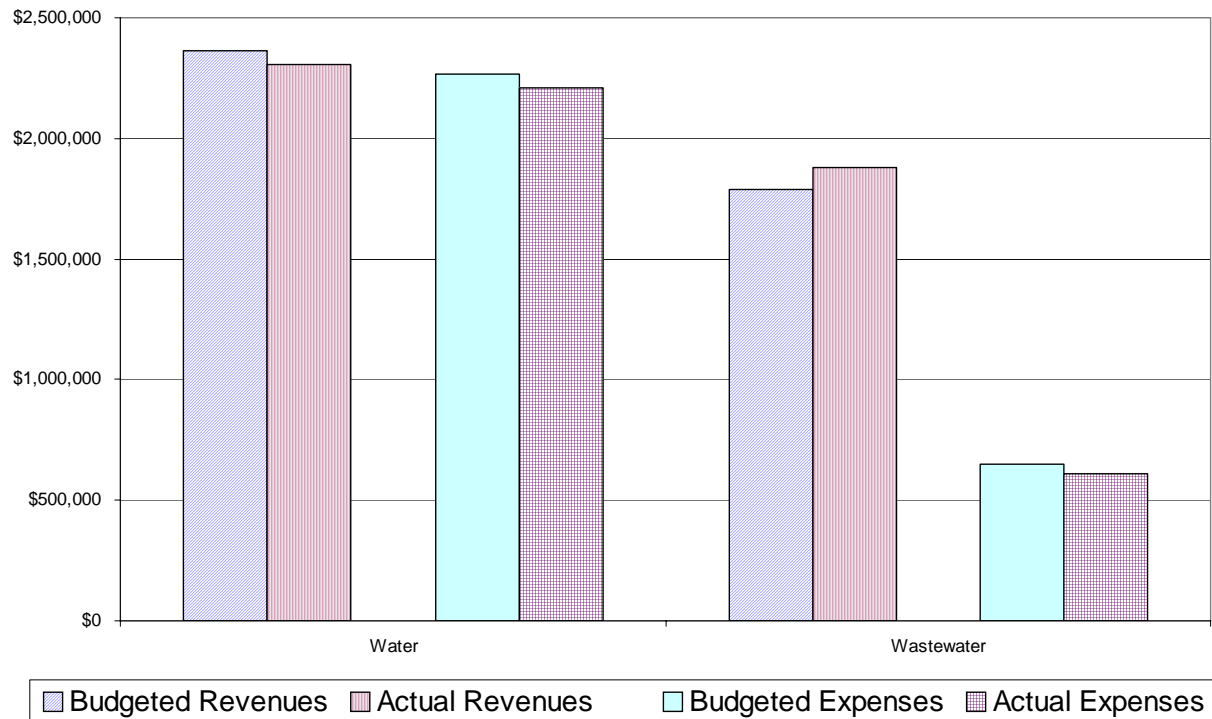
This fund reflects the operating results of the City’s water, wastewater and storm water systems. It is important to note that net operating revenues are used to fund capital projects and reserves.

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

**Water and Wastewater Funds  
Operating Revenue and Expenses 2006-2008**

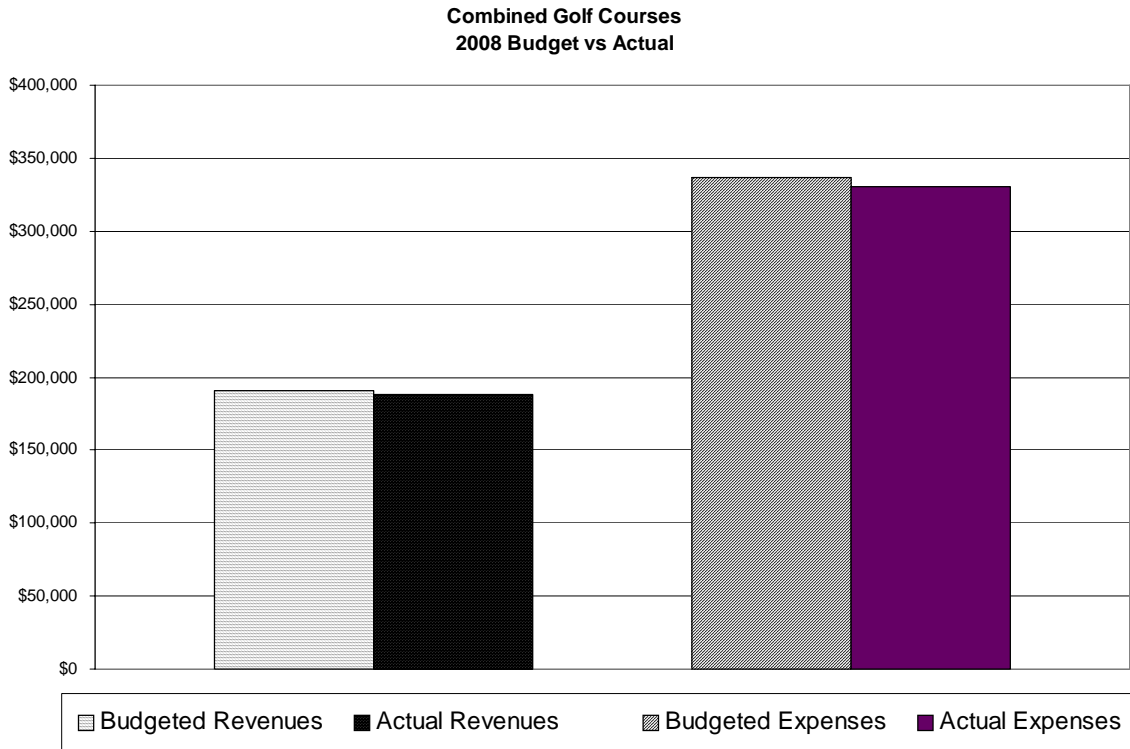


**Water and Wastewater Funds  
2008 Operating Budget vs Actual**

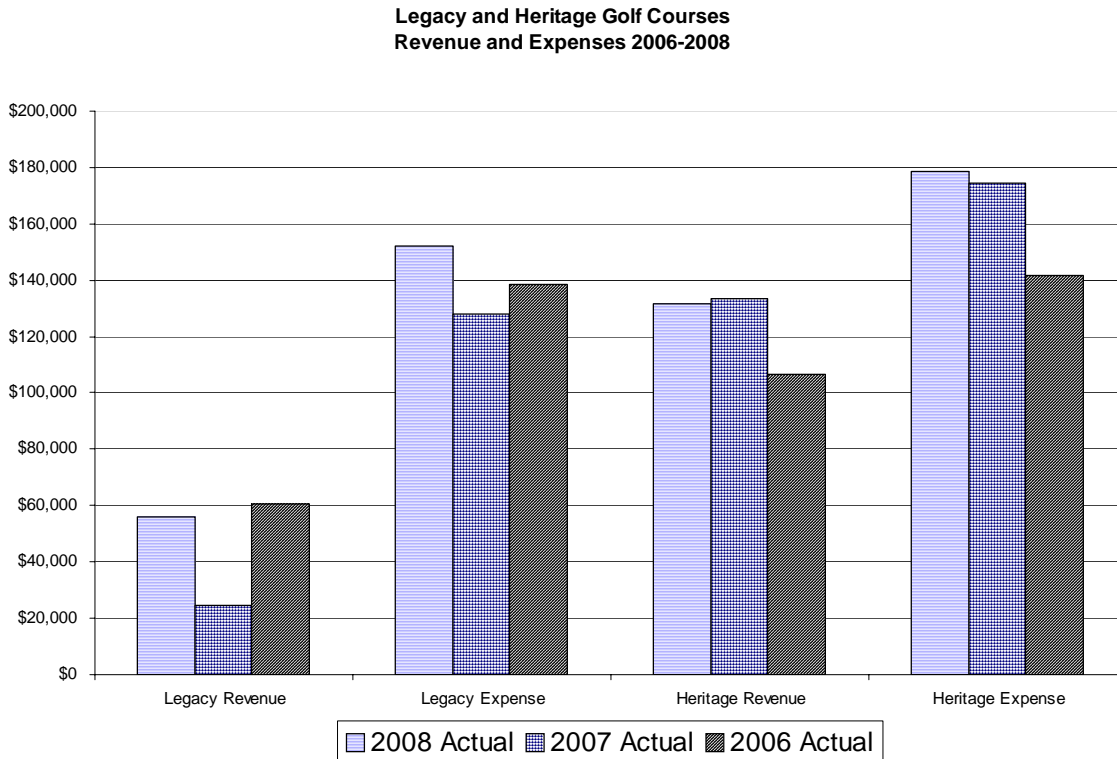


**Golf Course Enterprise (Legacy and Heritage Golf Courses)**

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

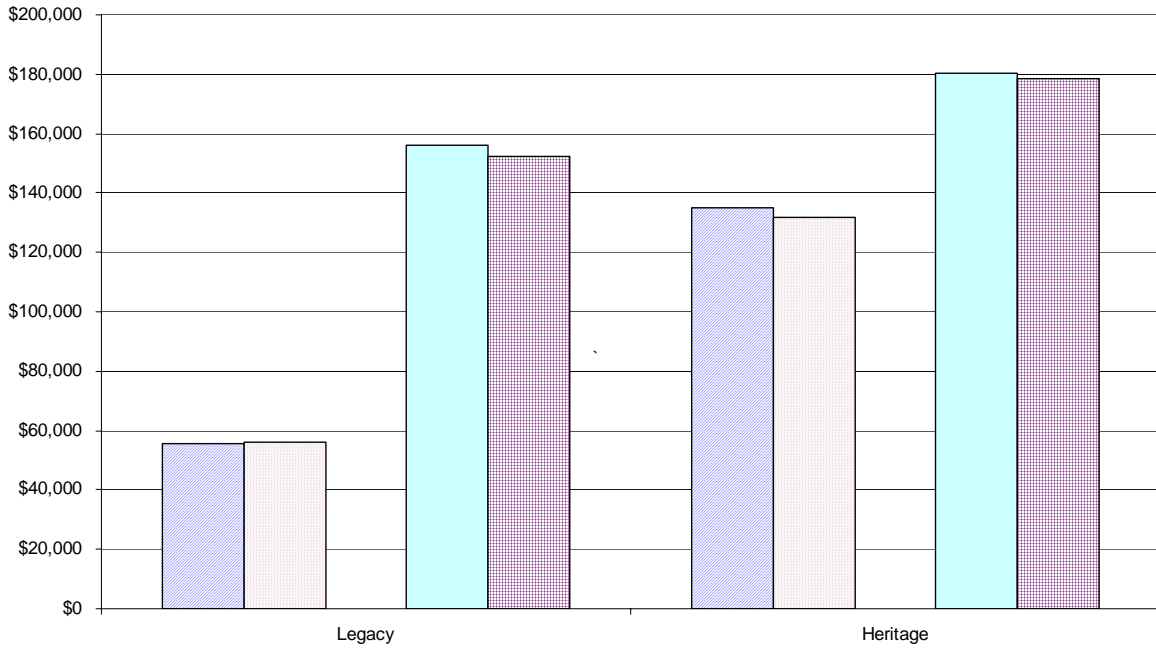


The following graphs represent the information for each of the golf courses.



The 2007 golf course revenues reflect the unusual amount of snow. 2006 Heritage revenues and expense reflect a capital lease for golf maintenance equipment. A one time Other Financing Source and use of \$582,144, which was a lease purchase of golf carts, was omitted from 2006 Heritage Revenue and Expense for comparison purposes.

**Legacy and Heritage Golf Courses  
2008 Budget vs Actual**



Legend: Budgeted Revenues (blue), Actual Revenues (pink), Budgeted Expenses (cyan), Actual Expenses (purple)

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments



## Agenda Item 8 B

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** 2007 Westminster Conference Center Property Tax

**Prepared By:** Barbara Opie, Budget & Special Projects Manager

**Recommended City Council Action**

Authorize the City Manager to pay the amount due to the Jefferson County Treasurer in the amount of \$303,107.84 for payment of the 2007 property tax for the Westminster Conference Center.

**Summary Statement**

- The adopted 2008 Budget includes \$265,960 toward payment of the 2007 Westminster Conference Center property tax. In 2007, the property tax paid for 2006 totaled \$232,389.84. Staff is recommending that the additional \$37,147.84 in cost over what was budgeted be covered by the Central Charges budget temporarily and that carryover funds from 2007 be considered to cover this expense when City Council reviews carryover in July.
- As this dollar amount exceeds \$50,000, pursuant to Section 15-1-2 of the Municipal Code, City Council must authorize the expenditure.
- Staff is currently analyzing Jefferson County's current assessment because of concerns with the amount of the increase from 2006. Staff will be making a determination on whether an appeal of the assessment is warranted in the near future and will keep City Council apprised.
- Staff is continuing discussions with the Westin Hotel and Inland Pacific Corporation on approaches to minimizing or eliminating this property tax obligation to the City.

**Expenditure Required:** \$303,107.84

**Source of Funds:** General Fund - Central Charges Budget

**Policy Issue**

Should City Council authorize the payment of the amount due for the 2007 Westminster Conference Center property tax in the amount of \$303,107.84?

**Alternative**

City Council could choose not to pay the 2007 property tax bill at this time. Staff does not recommend this alternative as payment is due April 30, 2008 and the City would be charged interest for each month the bill is in arrears.

**Background Information**

The City is the owner of the Westminster Conference Center, while the Westin Westminster (Inland Pacific) manages and operates the facility under terms of a lease with the City. The Westin makes payments to the City for the lease of this facility. By contract, the City is obligated to pay any assessed property tax for the conference center.

Inland Pacific received notification in 2003 that the property tax due for the conference center increased dramatically over the 2001 appraisal due to changes in how possessory interest is calculated. The City and Inland Pacific attempted to appeal Jefferson County's assessed value of the facility during 2003. The County refused to negotiate the value of the Conference Center's possessory interest in exclusion of consideration of the value of the Westin hotel and pavilion. As a result, Inland Pacific secured a more favorable total assessment for all three properties; however, the Conference Center's possessory interest was not adjusted. Staff continues to discuss options with Inland Pacific on reducing or eliminating this property tax payment by the City. Staff is also currently revisiting how the County calculates the possessory interest owed and looking for ways that we may reduce and/or level out this ongoing cost.

In October 2006, City Council approved the 2007/2008 Budget, which included \$265,960 in 2008 toward payment of the 2007 Westminster Conference Center property tax. The 2007 payment made for 2006 taxes totaled \$232,389.84; the 2008 payment is a \$70,718 (or 30.4%) increase over the 2007 payment.

Staff is recommending that the additional \$37,147.84 in cost over what was budgeted be covered by the Central Charges budget temporarily and that carryover funds from 2007 be considered to cover this expense when City Council reviews it in July. Carryover funds are comprised of operating budget savings resulting from prudent resource management as well as operating projects/studies that were initiated but not completed in the fiscal calendar year as well as revenues that performed better than originally anticipated. Staff will bring any proposed carryover requests for funds from 2007 to be appropriated into 2008 to City Council in July, after the financial audit for 2007 is complete.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 C

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
March 31, 2008



**SUBJECT:** Annual Large Item Cleanup Program Contract Renewal

**Prepared By:** Dave Cantu, Contract Maintenance Supervisor  
Ray Porter, Street Operations Manager

### Recommended City Council Action

Authorize the City Manager to execute a renewal of the current Large Item Cleanup Services contract with Waste Management of Colorado for the 2008 calendar year in the amount of \$54,180 and authorize a contingency of \$820, for a total budget of \$55,000.

### Summary Statement

- City Council Approved funds for this expense in the 2008 Department of Public Works and Utilities, Street Operations Division budget.
- On March 26, 2007, City Council approved the current Large Item Cleanup Program Contract. The program was bid for one year with the option of annual contract renewals for 2008 and 2009.
- Staff met with Waste Management Inc., concerning contract renewal and negotiated a reduction in price from \$66/per pickup in 2007 to \$60/per pickup in 2008.
- 903 residents have registered for the program in 2008.
- Because Waste Management attended to and performed all terms and conditions of the contract documents, demonstrated exceptional responsiveness to citizen concerns and agreed to lower the 2008 program unit price; Staff recommends extension of the current contract for the 2008 project.

**Expenditure Required:** \$55,000

**Source of Funds:** Street Division Operating Budget

**Policy Issue**

Should the City extend the current Large Item Cleanup Program Contract with Waste Management of Colorado for performance of the 2008 Large Item Cleanup?

**Alternatives**

An alternative to this program includes refunding registration fees and discontinue the program. Staff does not recommend this alternative. This alternative will likely upset residents who took the time to register and anticipate the service.

Another alternative would be to re-bid the program in the hopes of getting more bidders and a more competitive price. Staff does not recommend this alternative as it is highly doubtful that another round of bidding would result in any savings to the City. The private haulers do not see this as a lucrative service offering to pursue.

**Background Information**

- Formal bids were solicited in accordance with the City bidding requirements for the 2007, 2008 & 2009 Large Item Cleanup Programs. Eight contractors were solicited for bids with only two responding. Waste Management was the only bidder meeting the bid requirements.
- Due to the rising cost this program experienced in 2006, changes were initiated in the 2007 Program to reduce those costs yet continue the program. Changes included a \$10 fee per household, and a participation registration process and a maximum debris pile of 4' x 4' x 8'.
- In 2007, under new program guidelines 1,049 residents registered for participation and in 2008, 903 residents have registered for participation.
- Waste Management agreed to a slightly lower unit price of \$60/pickup for the 2008 program instead of \$65/pickup as bid for the 2007 program. The contractor cited that the City's strict adherence to the program guidelines resulted in less damage to their trucks and a reduction in time spent at each stop.
- In order to better assess whether the program participation drop off might have been due to the back-to-back blizzards experienced during the 2007 program registration, staff was directed to continue the program for another year under current guidelines. Based on the 2008 registrant count of 903, down from 1,049 in 2007, it seems that preoccupation with the winter weather (as Staff was hearing from residents) was not a factor in the drop off of participation.
- Upon conclusion of the 2008 project Staff will re-evaluate the program and make recommendations to City Council for future years.
- The proposed action supports City Council's goals and objectives for vibrant neighborhoods and beautiful city by providing a program important to maintaining the appearance and aesthetics of the Westminster community.

Respectfully submitted,

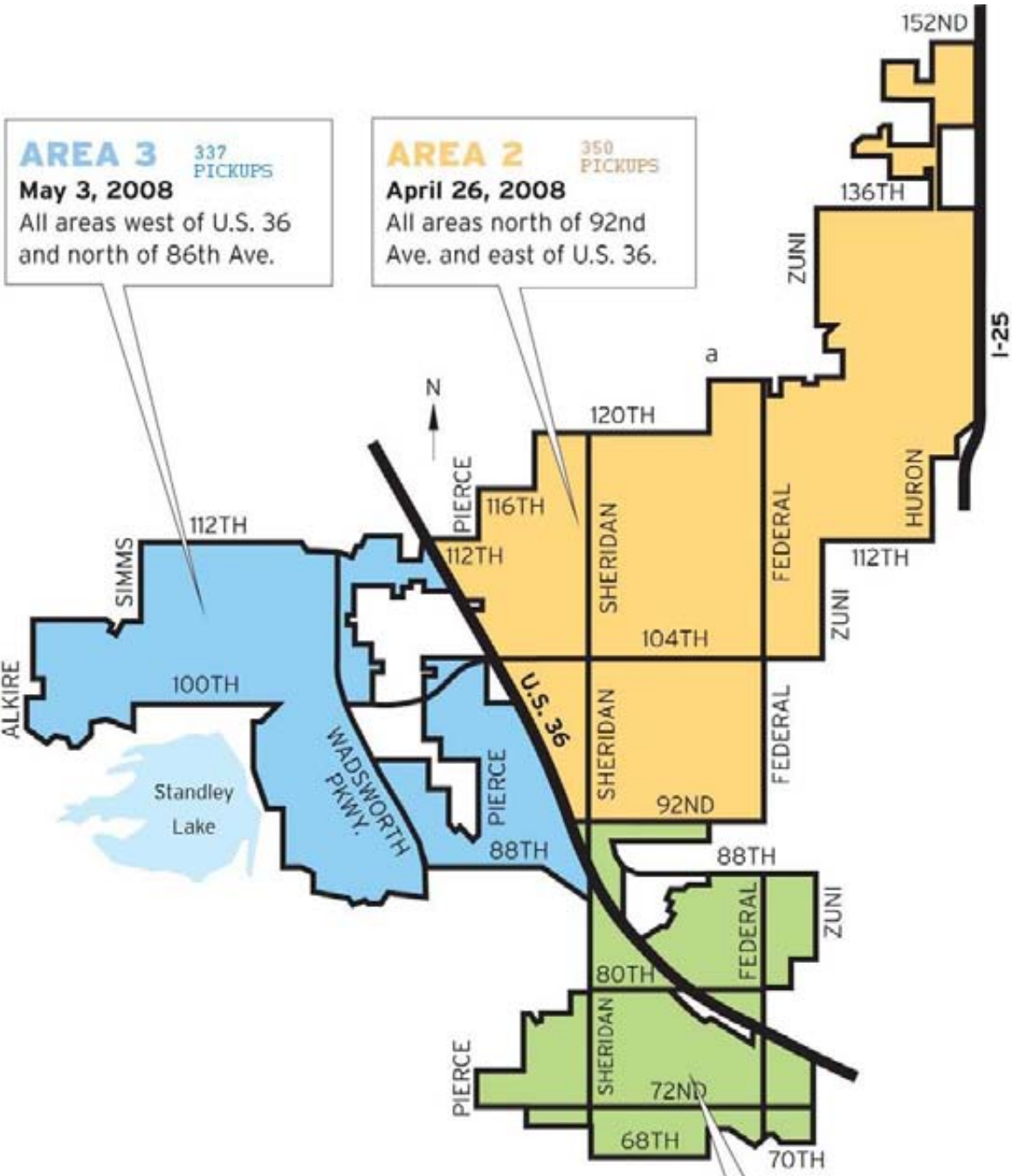
J. Brent McFall  
City Manager

Attachment



**AREA 3** 337 PICKUPS  
**May 3, 2008**  
 All areas west of U.S. 36 and north of 86th Ave.

**AREA 2** 350 PICKUPS  
**April 26, 2008**  
 All areas north of 92nd Ave. and east of U.S. 36.



**AREA 1** 216 PICKUPS  
**April 19, 2008**  
 Areas within the city limits from 92nd Ave. to 68th Ave. and between Zuni St. to Pierce St.



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Second Reading of Councillor’s Bill No. 11 to Designate a Portion of the Dudley C. Shoenberg Memorial Farm as a Local Historic Landmark

**Prepared By:** Vicky Bunsen, Community Development Programs Coordinator

**Recommended City Council Action**

Pass Councillor’s Bill No. 11 on second reading designating Lots 5 and 14A of the Dudley C. Shoenberg Memorial Farm as a Local Historic Landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

**Summary Statement**

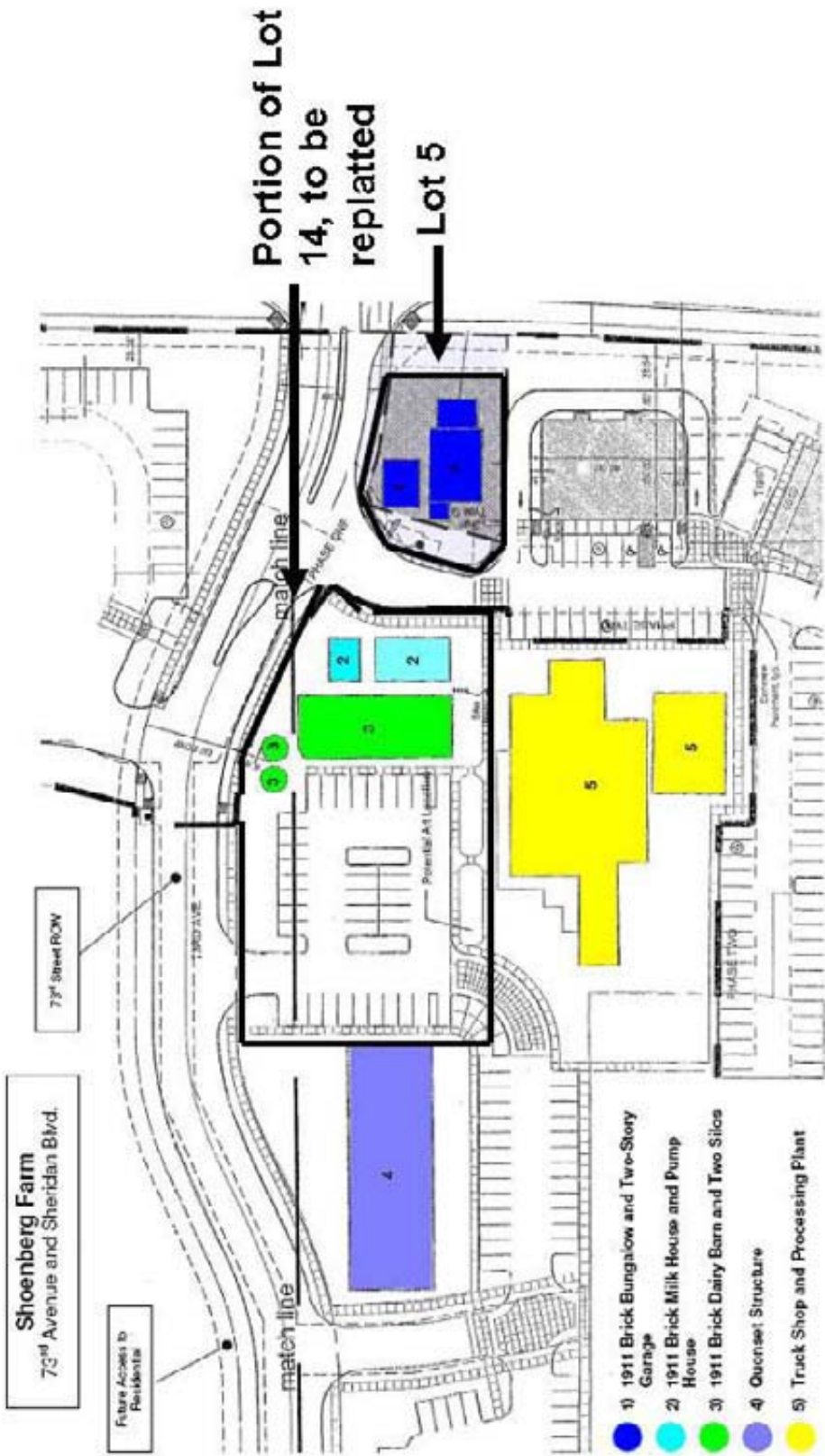
- An application has been prepared to designate a portion of the Dudley C. Shoenberg Memorial Farm (Shoenberg Farm) as a local historic landmark. The portion proposed for designation as a local historic landmark includes the properties within the farm area proposed for acquisition by the city (see attached map).
- Shoenberg Farm is located at the southwest corner of West 73<sup>rd</sup> Avenue and Sheridan Boulevard. The remaining structures are 60 to 97 years old. They are significant for both their architecture and their associations with persons, events and heritage in the Denver metropolitan area and Colorado state history.
- The Historic Landmark Board recommends that Lots 5 and 14A of Shoenberg Farm be designated as a local historic landmark.
- This Councillor’s Bill was approved on first reading by City Council on March 17, 2008.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment (map)



Portion of Lot 14, to be replatted

Lot 5

Shoenberg Farm  
73rd Avenue and Sheridan Blvd.

- 1) 1911 Brick Bungalow and Two-Story Garage
- 2) 1911 Brick Milk House and Pump House
- 3) 1911 Brick Dairy Barn and Two Slices
- 4) Quonset Structure
- 5) Truck Shop and Processing Plant

BY AUTHORITY

ORDINANCE NO. **3406**

COUNCILLOR'S BILL NO. **11**

SERIES OF 2008

INTRODUCED BY COUNCILLORS  
**Dittman - Major**

**A BILL  
FOR AN ORDINANCE DESIGNATING LOTS 5 AND 14A OF THE DUDLEY C.  
SHOENBERG MEMORIAL FARM AS A LOCAL HISTORIC LANDMARK**

Section 1. The City Council finds that Lots 5 and 14A of the Dudley C. Shoenberg Memorial Farm (Shoenberg Farm) are historically significant and qualify for designation as a Westminster historic landmark based on the following criteria in W.M.C. section 11-13-5:

1. The resources are 60 to 97 years old.
2. Shoenberg Farm is historically significant for its association to the National Jewish Hospital for Consumptives (NJH) and its role in the treatment of tubercular patients in the twentieth century. It is believed to be the last, intact farm in the Denver area associated with the twentieth-century sanatorium movement.
3. Due to its association with early Colorado settlers and 20<sup>th</sup> Century dairy and egg production in the Denver metropolitan area, Shoenberg Farm exemplifies the cultural, political, economic and social heritage of the local and regional community.
4. Shoenberg Farm represents an association with the work of a notable person, Louis D. Shoenberg Beaumont, a founder of the May Department Store chain and international philanthropist. Shoenberg Farm may be the earliest extant example of Mr. Shoenberg's philanthropy.
5. Shoenberg Farm represents an association with the work of a notable dairy and egg farmer, Jacob J. Tepper, who was responsible for innovation and regional growth of these industries.
6. Shoenberg Farm represents an association with the contributions of early Jewish settlers to the development of health care and the dairy and egg industries in Colorado, including the founding of National Jewish Hospital, the entrepreneurial efforts of Louis Shoenberg, and the farming and production innovations of the Tepper operation.
7. Standing at a prominent location at the southwest corner of West 73<sup>rd</sup> Avenue and Sheridan Boulevard, Shoenberg Farm is an established and familiar visual feature of the community.
8. Each building exemplifies specific elements of an architectural style of the period in which it was built.
9. The Dairy Barn suffered extensive damage early in the 20<sup>th</sup> Century and underwent significant historic remodel prior to 1947;
10. The Milk & Ice House was expanded in the 1940s, roughly doubling its size, resulting in an addition that has historic significance.

Section 2: The City Council further finds that:

1. The Westminster Historic Landmark Board has nominated Shoenberg Farm to be designated as a historic landmark and passed its resolution 2008-002 recommending that the City Council designate Lots 5 and 14A of the Shoenberg Farm as a local historic landmark.
2. Westminster Municipal Code, section 11-13-6 requires landowner consent before the owner's land may be designated as a local historic landmark.
3. The City of Westminster is working in collaboration with the owners of Shoenberg Farm on transactions that may result in the City acquiring portions of Shoenberg Farm and causing the historic Farm structures to be rehabilitated and preserved for public purposes, including public education and interpretation.

NOW, THEREFORE, the City Council of the City of Westminster ordains that:

1. Lots 5 and 14A of the Shoenberg Farm are hereby designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.
2. Description of architectural features:

#### **1911 Brick Superintendent's Residence.**

The one-and-a-half story, red-brick dwelling is a Bungalow-style popular in Colorado between 1900 and 1930. Its main characteristics include a gently pitched roof with a front gable, overhanging eaves with exposed rafter ends, a broad porch supported with thick brick columns, and simple horizontal lines. The almost square plan has a front-gable composition roof with vertical, board and batten in the gable face. Two symmetrical pairs of windows are in both the front and rear gable ends. One pair is immediately on either side of the bracketed gable. The roof has deep overhangs, plain verge board in gable end and exposed rafter ends on the side elevations. The building has a pair of exterior chimneys on the north and south elevations. It has a symmetrical façade with a full, shed-roof porch with thick brick columns. The porch roof has open ends, a deep overhang with exposed rafters, and composition shingles. The raised porch is partially opened with a decorative, wood-slat balustrade and a decorative, wood-slat skirt under the porch. The front façade features two non-historic 1/1 aluminum windows and aluminum storm windows. The non-historic main entry door is wood panel with an aluminum and glass storm door. In the early-to-mid 1970s, the north windows were replaced with glass block windows. One of the north windows retains its rusticated stone sill. The rest of the windows were replaced with 1/1 aluminum windows which echo the 1/1 style of the original windows. At the west end of the north elevation, the original inset, rear porch was enclosed with a vertical wood panel and the original brick column is visible. On the west or rear elevation, a circa 1990 wood-frame porch with a hip composition roof has been added. The entrance to the full concrete basement has a glaze and wood panel door with a wood frame screen door. The only window on this elevation is actually the original door. The brick stoop has been removed, the door partially bricked (non-original) and a 1/1 aluminum window with brick sill and wood lintel installed. The south elevation has four non-historic 1/1 aluminum windows with wood lintel and rusticated stone sills. A small pair of non-historic 1/1 aluminum windows with rusticated stone sills are located near the front of the house. The basement has two small windows on the north and south elevations located at ground level.

#### **1911 Brick Garage**

The one-and-a-half story garage is also built in a Bungalow style and is similar to the Superintendent's Residence, using red brick, vertical board and batten frame, and a gently pitched roof line. As part of the approvals for the adjacent commercial development, the developer received permission to move the garage by rotating it ninety degrees and moving it about fifty feet to the east, placing it five feet from the north wall of the Superintendent's Residence. This relocation was a negotiated alternative to the owner's proposed demolition of the garage and other structures. The directions and orientation in this description are for the post-relocation garage position. Historically, the first level was used for vehicle storage and

the second story was a residential apartment. The first story is masonry and the second story exterior walls are vertical, board and batten construction. The composition roof has a front gable, deep overhang, plain verge board, and brackets. There are two dormers, one on the north and one on the south elevation. The south elevation has a gable with bracketed overhang over a horizontal, slider window with wood surround. The north dormer has a shed roof with deep overhang over a paneled door with aluminum storm door to the second-level apartment. There are metal stairs with railing that lead to the second level. The other windows on this level are 3/3. The windows in the south and east elevations at the garage level are twelve-light, fixed-pane and one is boarded over. The foundation is concrete. The garage door is a non-historic multi-paneled, overhead door on the west elevation.

### **1911 Brick Milk & Ice House**

The one-story, rectangular plan is built in the style of the late 19<sup>th</sup> and early 20<sup>th</sup> Century American Movements. It has a front-gable composition roof with a louvered, cupola-ridge ventilator. The gable ends have a deep overhang with very broad, bracketed ends, and wood exterior faces. The exterior walls are red brick. The west elevation has a panel entry door with a transom light, a twelve-light fixed-pane window, and a 2/2 sash window with wood frame. The south elevation has two 2/2 sash windows with wood frames and a smaller, paned window with wire grating attached to wood frame. The east elevation of the main building has a 2/2 sash window with wood frame. All of the windows have brick sills. There are three, paneled-entry doors on the east elevation: one to the coal-fired boiler room, one to the refrigeration cooler room, and a third to the refrigeration compressor. The building has a concrete foundation. In the early to mid-1940s, an addition was made to the original building, expanding the plant to the north and west side to accommodate a bottle-washing room and a room for pasteurization vats. The addition has a gabled, composition roof with deep overhang similar to the main section of the building. The exterior bricks of the addition match the main section of the building. The windows are twelve-light fixed pane and a single 2/1 sash. All have brick sills. A set of glaze & panel doors are on the east elevation of the addition, as well as a twelve-light fixed pane window. A concrete sidewalk runs along the side of the building. A second entry door, a panel door with transom light, is on the north elevation. The interior ceiling of this section of the building is barrel-curved with all wall and ceiling surfaces tiled for easy cleaning.

### **1911 Brick Pump House**

The pump house is a one-story, subterranean building with a rectangular plan, front-gable, composition roof, and concrete foundation. The gable ends are wood shingle with a simple verge board overhang. The exterior walls are red brick similar to the house, garage, and milk & ice house. A wood-panel cellar door opens onto concrete steps to the panel-entry door of the pump house. Above-ground windows are six-light, fixed-panel with wood surrounds. The pump house has a water storage tank and historic electrical generating equipment.

### **1911 Brick Dairy Barn**

The one-and-a-half story, red brick barn has a concrete foundation and metal, gambrel roof with two pairs of gabled dormers on the east and west elevations. The dormers feature doors to the loft area and have metal ends. There are four round-pipe, ridge ventilators to allow heat to escape from the fodder storage area. The main entry to the barn is on the south elevation through a new oversize, overhead metal door. It is centrally located with a pair of 2/2 sash, wood-surround windows on the first level. On the second story, there is a large horizontal-sliding door with a pair of four-light windows in the peak. The west elevation features four panel doors (all have segmented arches with radiating voussoirs); two oversize livestock doors, a single-entry door, and a Dutch door. There are seven windows that are at 2/2 sash with wood surrounds and brick sills. On the north elevation, there are three livestock panel doors that at one time led to a corral area. The east elevation features ten windows with brick sills that include 2/2 sash, narrow 2/2 sash, and one nine-light that has thick wood muntins and a segmental arch with radiating voussoirs. There is also a panel door with segmental arch and radiating voussoirs that opened toward the milk house allowing easy access to the building east of the barn.

**1911 Wooden Stave Silo**

The tongue-in-groove, vertical wooden staves of this silo are held in place by iron bands and turnbuckles. It has a wood-shingle, conical roof with round ventilator on the peak. There is a concrete foundation and a ladder or wire steps enclosed by a wooden projection on the outside with several spaced openings. Remnants of red paint can be found on the exterior of the silo.

**1950s Poured Concrete Silo**

The poured concrete silo was formed of separately poured, stacked, concrete blocks. A ladder of metal rings is enclosed by a metal projection on the outside of the silo. Unloading is from the top. The silo has a concrete foundation and rounded metal ribbed roof.

3. The legal description and location of the property are:

Address or location: 7231 Sheridan Boulevard (fka 7255 and 7259 Sheridan Blvd)  
Westminster CO 80030

Legal description: Lots 5 and 14A, Shoenberg Farm Commercial Center,  
6<sup>th</sup> P.M., T.2 S., R.69 W, E 1/2 of SE 1/4 of SE 1/4 of Section 36, City of  
Westminster, Jefferson County, Colorado

State of Colorado Resource No.:5JF.4336

UTM coordinates: Zone 13 495424mE 4408487mN NAD 27:

Section 3. The requirements of Section 11-3-6(A) have been satisfied as this property shall not be subject to Westminster Municipal Code Sections 11-13-9, 11-13-10, 11-13-11, and 11-13-12 until such time as the owner of the subject property provides written consent thereto or the City exercises its option to purchase the subject property.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

Section 5. This ordinance shall take effect upon its passage after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 17<sup>th</sup> day of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 31st day of March, 2008.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

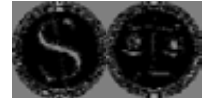


## Agenda Item 10 A&B

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Public Hearing and Resolution No. 20 re Orchard Park Place South Metropolitan District

**Prepared By:** Tammy Hitchens, Director of Finance

**Recommended City Council Action**

1. Hold a public hearing.
2. Adopt Resolution No. 20 approving the service plan for Orchard Park Place South Metropolitan District.

**Summary Statement**

- The developers of property on the Southern end of the property between approximately 140<sup>th</sup> Avenue and 144<sup>th</sup> Avenue and between I-25 and Huron propose the creation of a Metropolitan Special District to fund infrastructure to serve the Orchard Park Place commercial development. The District will consist of approximately 65.7 acres of commercial development. The developer is Orchard Lakes, LLC.
- Metropolitan Special Districts are governmental entities created by property owners of the district and are legally distinct from the City. However, the City must approve a Service Plan before a district can be created. This is a “skeletal service plan” that allows the developer to proceed with the formation of the district at the May election. The district will not be allowed to levy any tax, impose any fee, construct any improvements or incur any debt until the Amended Service Plan is reviewed by City staff and approved by Council at a later date.
- Orchard Lakes, LLC is proposing this Metro District in a manner that would meet the City’s policy for metro districts, including a limit on the mill levy. The mill levy will be limited to 50 mills inclusive of any General Improvement District levy that the developer may wish to utilize in the future.
- The Metro District is one component of the overall financing plan for the Orchard Park development. The District currently being proposed covers the south portion of the development that is planned for the Centura medical office project.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



**Policy Issue**

Should City Council allow a new metropolitan district to be formed within the City's boundaries?

**Alternative**

Do not approve the Service Plan and wait for the detailed Amended Service Plan to be submitted and reviewed. This would mean that the developer could not form the district until November 2008, at the earliest, if at all. The consequence of this would be that bonds could not be issued that are needed for the infrastructure for the South Area and the start of construction of this important project would be delayed until late 2008 or early 2009. If approved, the Service Plan will allow the district to be formed this May and the District could then proceed to issue bonds as soon as an Amended Service plan can be formulated for the city's review and approval. The service plan that has been submitted for approval prohibits the district from doing anything other than organize until the Amended service plan is approved by Council.

**Background Information**

Developers of the Orchard Park Place Development have requested that the City approve a metropolitan special district to fund infrastructure to serve the development. The project is located on the site bounded by north and south by 142<sup>nd</sup> Avenue and approximately 144<sup>th</sup> Avenue and east and west by I-25 and Huron Street.

Council adopted a metro district policy on December 13, 2004 that places restrictions on metro districts for commercial areas. Staff has been working with the developers of the Orchard Park Place development. This Metro District serves the southern part of the development and provides for commercial development.

The action requested of Council is the approval of a "skeleton" service plan. Service plans must be approved by City Council for any metropolitan special district proposed for formation within the City. The skeleton plan provides the necessary information to allow the issue of district formation to be placed on the May 2008 ballot. However, no bonds can be issued or property taxes levied until the comprehensive service plans are approved by City Council. Staff anticipates that the more detailed plans will be submitted to Council for review in the next few months.

The details on the extent of the improvements financed, bond issuance details, maximum/minimum mill levies and so forth will be presented to Council as a part of the review of the Comprehensive Service Plan later this year.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. 20

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**RESOLUTION  
APPROVING THE SERVICE PLAN FOR THE ORCHARD PARK PLACE SOUTH  
METROPOLITAN DISTRICT**

WHEREAS, § 32-1-204.5, C.R.S. provides that no special district shall be organized except upon adoption of a resolution approving the Service Plan of the proposed special district; and

WHEREAS, a service plan dated March 2008, has been submitted to the City Council of the City of Westminster (the "City") for the Orchard Park Place South Metropolitan District (the "District") in compliance with § 32-1-204.5, and City policies (hereinafter referred to as the "Service Plan"); and

WHEREAS, the District and the City anticipate that the Service Plan may be revised in the future, such revision to be approved by the City; and

WHEREAS, the territory of the proposed District is located wholly within the boundaries of the City; and

WHEREAS, adequate notice has been published and sent to property owners and interested parties of a public hearing of the City Council of the City of Westminster to review the Service Plan; and

WHEREAS, the City Council of the City of Westminster has conducted a public hearing on the Service Plan for the Orchard Park Place South Metropolitan District.

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

Section 1. That notice of the hearing was properly given and the City Council has jurisdiction to hear this matter.

Section 2. The City Council makes the following findings:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.
- b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.
- c. The proposed special district is capable of providing economical and sufficient service to the areas within their proposed boundaries.
- d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. The Service Plan, dated March 2008, for the Orchard Park Place South Metropolitan District is hereby approved. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the Districts or the achievability of the results.

PASSED AND ADOPTED this 31st day of March 2008.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

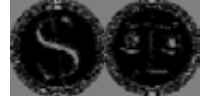


## Agenda Item 10 C&D

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Public Hearing and Resolution No. 21 re Orchard Park Place Residential Metropolitan District

**Prepared By:** Tammy Hitchens, Director of Finance

**Recommended City Council Action**

1. Hold a public hearing.
2. Adopt Resolution No. 21 approving the service plan for Orchard Park Place Residential Metropolitan District.

**Summary Statement**

- The developers of property between approximately 140<sup>th</sup> Avenue and 141<sup>st</sup> Avenue and between Orchard Parkway and Huron Street propose the creation of a Metropolitan Special District to fund infrastructure to serve the Orchard Park Place residential development. The District will consist of approximately 4.0 acres of residential development. The developer is Orchard Lakes, LLC.
- Metropolitan Special Districts are governmental entities created by property owners of the district and are legally distinct from the City. However, the City must approve a Service Plan before a district can be created. This is a “skeletal service plan” that allows the developer to proceed with the formation of the district at the May election. The district will not be allowed to levy any tax, impose any fee, construct any improvements or incur any debt until the Amended Service Plan is reviewed by City staff and approved by Council at a later date.
- Orchard Lakes, LLC is proposing this Metro District in a manner that would meet the City’s policy for metro districts, including a limit on the mill levy. The mill levy will be limited to 25 mills inclusive of any General Improvement District levy that the developer may wish to utilize in the future.
- The Metro District is one component of the overall financing plan for the Orchard Park development. The District currently being proposed covers the residential portion of the development that is planned for the Centura medical office project.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

Should the City Council allow a new metropolitan district to be formed within the City's boundaries?

**Alternative**

Do not approve the Service Plan and wait for the detailed Amended Service Plan to be submitted and reviewed. This would mean that the developer could not form the district until November 2008, at the earliest, if at all. The consequence of this would be that bonds could not be issued that are needed for the infrastructure for the residential area and the start of construction of this important project would be delayed until late 2008 or early 2009. If approved, the Service Plan will allow the district to be formed this May and the District could then proceed to issue bonds as soon as an Amended Service plan can be formulated for the city's review and approval. The service plan that has been submitted for approval prohibits the district from doing anything other than organize until the Amended service plan is approved by Council.

**Background Information**

Developers of the Orchard Park Place Development have requested that the City approve a metropolitan special district to fund infrastructure to serve the residential portion of the development. The project is located on the site bounded by north and south by 141st Avenue and approximately 140<sup>th</sup> Avenue and east and west by Orchard Parkway and Huron Street.

Council adopted a metro district policy on December 13, 2004 that places restrictions on metro districts for residential areas. Staff has been working with the developers of the Orchard Park Place development. This Metro District would serve the residential part of the development.

The action requested of Council is the approval of a "skeleton" service plan. Service plans must be approved by City Council for any metropolitan special district proposed for formation within the City. The skeleton plan provides the necessary information to allow the issue of district formation to be placed on the May 2008 ballot. However, no bonds can be issued or property taxes levied until the comprehensive service plans are approved by City Council. Staff anticipates that the more detailed plans will be submitted to Council for review in the next few months.

The details on the extent of the improvements financed, bond issuance details, maximum/minimum mill levies and so forth will be presented to Council as a part of the review of the Comprehensive Service Plan later this year.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **21**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

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**RESOLUTION  
APPROVING THE SERVICE PLAN FOR THE ORCHARD PARK PLACE RESIDENTIAL  
METROPOLITAN DISTRICT**

WHEREAS, § 32-1-204.5, C.R.S. provides that no special district shall be organized except upon adoption of a resolution approving the Service Plan of the proposed special district; and

WHEREAS, a service plan dated March 2008, has been submitted to the City Council of the City of Westminster (the "City") for the Orchard Park Place Residential Metropolitan District (the "District") in compliance with § 32-1-204.5, and City policies (hereinafter referred to as the "Service Plan"); and

WHEREAS, the District and the City anticipate that the Service Plan may be revised in the future, such revision to be approved by the City; and

WHEREAS, the territory of the proposed District is located wholly within the boundaries of the City; and

WHEREAS, adequate notice has been published and sent to property owners and interested parties of a public hearing of the City Council of the City of Westminster to review the Service Plan; and

WHEREAS, the City Council of the City of Westminster has conducted a public hearing on the Service Plan for the Orchard Park Place Residential Metropolitan District.

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

Section 1. That notice of the hearing was properly given and the City Council has jurisdiction to hear this matter.

- Section 2. The City Council makes the following findings:
- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.
  - b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.
  - c. The proposed special district is capable of providing economical and sufficient service to the areas within their proposed boundaries.
  - d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. The Service Plan, dated March 2008, for the Orchard Park Place Residential Metropolitan District is hereby approved. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the Districts or the achievability of the results.

PASSED AND ADOPTED this 31st day of March 2008.

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Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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City Clerk

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City Attorney



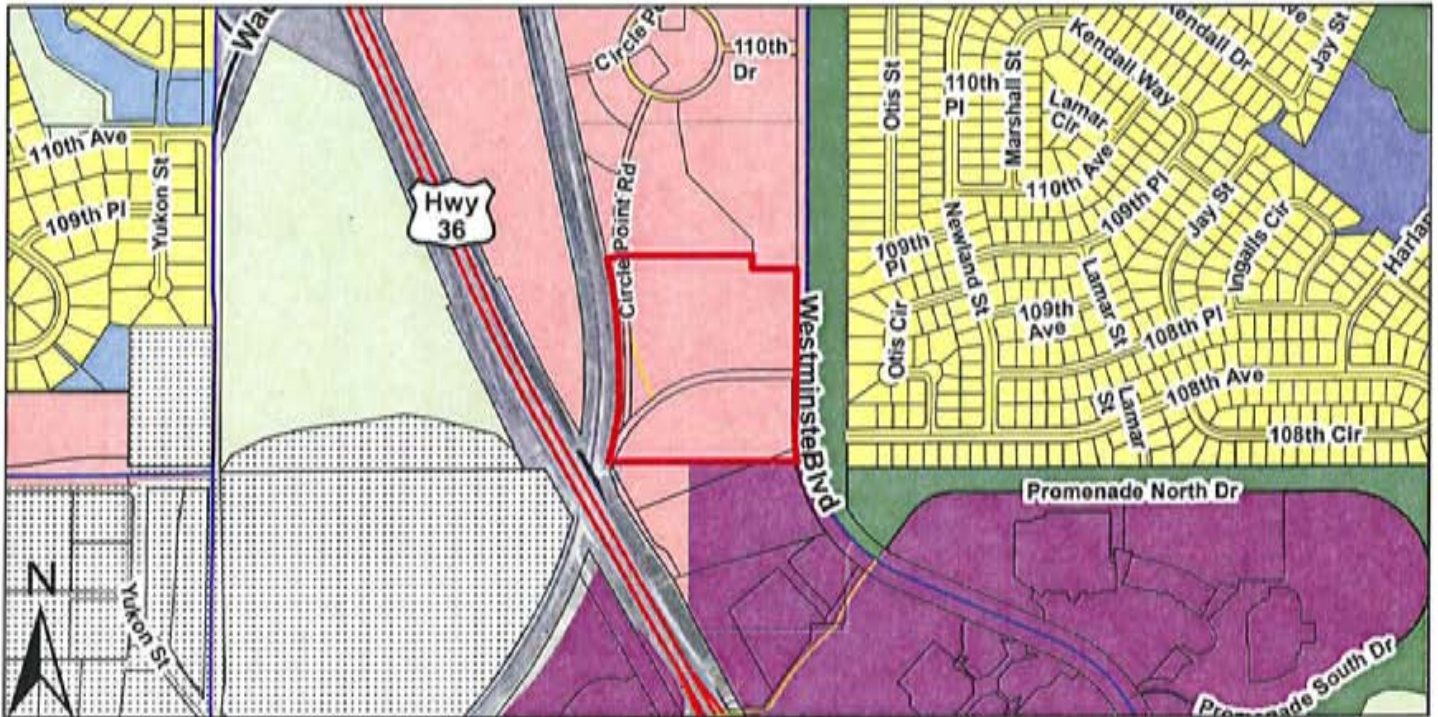
# Vicinity Map - Axis





# Axis Development CLUP Map Change from Business Park to District Center

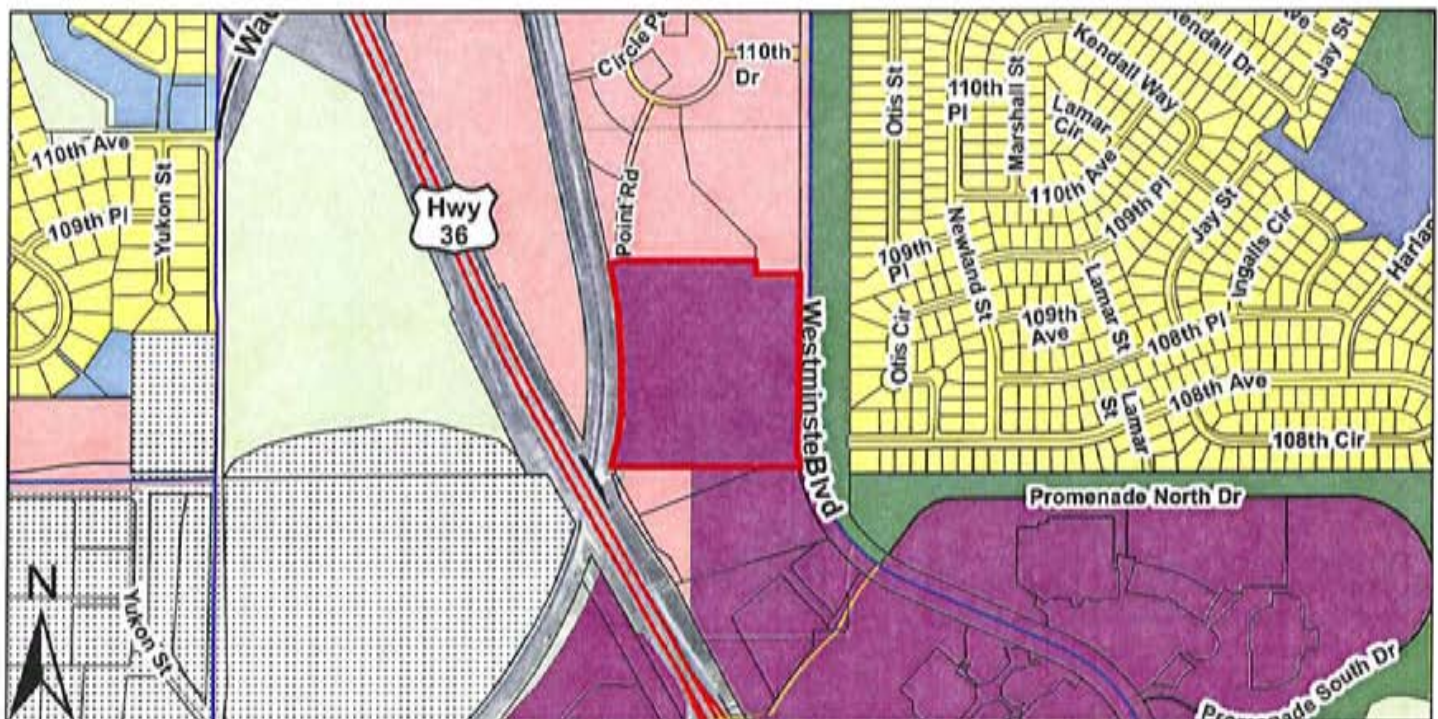
Exhibit B



0 260 520 1,040 1,560 2,080 Feet

### Legend

<b>CompPlan</b>	R-5	Industrial	City Owned Open Space	N.E. Comprehensive Land Use Plan
<b>CP_DESIG</b>	R-8	Business Park	Public Parks	Major Creek Corridor Non Public
R-1	R-18	Office/Residential	Private Parks/Open Space	
R-2.5	Retail Commercial	District Center	Golf Courses	
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public	





## Agenda Item 10 E-I

### WESTMINSTER COLORADO

#### Agenda Memorandum

City Council Meeting  
March 31, 2008



**SUBJECT:** Public Hearing and Action on the Axis Development Comprehensive Land Use Plan Amendment, Preliminary Development Plan, and Official Development Plan

**Prepared By:** Max Ruppeck, Senior Projects Manager

#### Recommended City Council Action

- 1) Hold a public hearing.
- 2) Pass Councillor's Bill No. 12 on first reading approving the Comprehensive Land Use Plan amendment for the Axis Development changing the designation from Business Park to District Center. 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; and
  - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
  - 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 Axis Development Preliminary Development Plan. This approval is effective on the passage of the second reading of Councillor's Bill No. 12 on April 14, 2008. 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 Axis Development Official Development Plan. This approval is effective on the passage of the second reading of Councillor's Bill No. 12 on April 14, 2008. 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. Adopt Resolution No. 22 awarding 62.5 additional Category B-4 Service Commitments to the proposed Axis Development.

#### Summary Statement

- The proposed development consists of 15.97 acres located west of Westminster Boulevard at the 108<sup>th</sup> Avenue alignment.
- The developer is proposing a mixed-use development consisting of a maximum total of 725 dwelling units. The development will be a mix of rental apartments, and for sale townhouses, live/work, and condominium flats. A maximum of 33% of the total residential units will be rental. Retail commercial, office and food service uses not to exceed 30,980 square feet of floor area are proposed on the first and second floors of two of the residential buildings.
- Parking for the project will largely be provided in one level parking structures underneath the residential and mixed use buildings. In addition, a limited amount of on-street/surface level parking is provided for visitors.
- Buildings will range in height from three to seven stories with the taller buildings located furthest to the west.
- Phase I of the project consists of 233 rental dwelling units and is shown in detail in the first Official Development Plan. Future residential and commercial uses will require additional Official Development Plans.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



### **Planning Commission Recommendation**

At their regular meeting held on March 25, 2008, the Planning Commission voted unanimously (7-0) to recommend to City Council that the Comprehensive Land Use Plan be amended changing the Axis property from Business Park to District Center and that the Preliminary and Official Development Plans be approved. No one spoke in favor or opposition to the proposal.

### **Policy Issues**

1. Should the City approve a Comprehensive Land Use Plan amendment for the 15.92 acre Axis development changing the designation from Business Park and District Center?
2. Should the City approve the Axis Development Preliminary Development Plan (PDP)?
3. Should the City approve the Axis Development Official Development Plan (ODP)?

### **Alternatives**

- 1) Deny the Comprehensive Land Use Plan (CLUP) amendment changing the designation from Business Park to District Center. This alternative is not supported because a CLUP amendment is required for approval of this development.
- 2) Deny the Axis Development PDP. This alternative is not supported because in staff's opinion 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 Axis Development Official Development Plan. This alternative is not supported because in staff's opinion the proposed ODP is in compliance with criteria set forth in section 11-5-15 of the Westminster Municipal Code.

### **Background Information**

#### Nature of Request

The Axis Development is a proposed high density, urban mixed use development. The PDP stipulates a maximum number of dwelling units of 725, with ancillary retail office uses. The ODP provides an overall site plan for the project and specific plans for Phase 1, the initial 233 dwelling units. The request also includes changing the CLUP to "District Center" that would allow mixed uses and higher residential densities. The existing Business Park designation does not allow for residential development.

#### Location

The site is generally located west of Westminster Boulevard and north of the W. 108<sup>th</sup> Street alignment. The Burlington Northern Santa Fe right-of-way abuts the western edge of the property. (See attached vicinity map.)

#### Comprehensive Land Use Plan

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 site is located directly north of the Westminster Promenade District Center. Allowable residential densities in District Centers are higher than other residential categories in the CLUP, and attracting more residents to this area will create a more viable, urban environment for the Promenade District Center.

- 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:

***Policy A2a*** Residential development will be limited to that needed to support commercial and industrial areas, so as to protect areas for future economic development opportunities. An exception to this general policy would be the allowance of higher density housing in “Transit Oriented Developments,” “Traditional Mixed-Use Neighborhoods,” and City supported redevelopment areas.

***Goal C4*** High density housing should be concentrated in “Transit Oriented Developments,” “Traditional Mixed-Use Development Neighborhoods,” or in “District Centers,” adjacent to existing transit facilities where high density residential uses are appropriate.

***Policy C4c*** High density housing should be concentrated in “Transit Oriented Developments,” “Traditional Mixed-Use Developments,” or in “District Centers,” adjacent to existing or planned transit facilities where high density residential uses are appropriate.

***Goal 12*** Continue enhancements and improvements of transportation facilities within District Centers and Traditional Mixed-Use Neighborhood developments.

***Policy 12a*** Enhance vehicular access and capacity for the roadways serving all of Westminster’s District Center. Based upon these goals and policies, staff has found this proposed amendment to be in conformance with the overall purpose, intent, goals, and policies of the Plan.

- 3) The proposed amendment must, “Be compatible with existing and surrounding uses.” The proposed high-density residential development is compatible with the Circle Point Corporate Center to the north and the Westminster Promenade to the south. In anticipation of higher density uses on this site, a 120 foot landscaped area was created by the City on the east side of Westminster Boulevard many years ago to buffer the Sheridan Green single family neighborhood from this development.

- 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. Westminster Boulevard operates at below capacity and can accommodate the proposed high density residential traffic generation.

Public Notification

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

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice for the Planning Commission hearing was published in the Westminster Window on March 13, 2008.
- **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 March 14, 2008.

- **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 March 14, 2008.

Applicant/Property Owner

Scott Chopin  
 Urban Pacific Group  
 244 Pine Avenue  
 Long Beach, California 90802

Surrounding Land Use and Comprehensive Land Use Plan Designation

<b>Development Name</b>	<b>Zoning</b>	<b>CLUP Designation</b>	<b>Use</b>
North: Circle Point Corporate Center	PUD	Business Park	Office
West: Burlington Northern Santa Fe Railroad	NA	NA	Railroad
South: Westminster Promenade	PUD	District Center	Retail Commercial
East: Sheridan Green Subdivision	PUD	R-3.5	Single Family Residential

Site Plan Information

The following site plan information provides a few examples of how the proposals comply with the City’s land development regulations and guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

- Traffic and Transportation: Three access points are proposed along Westminster Boulevard: 1) 108<sup>th</sup> Avenue, 2) 109<sup>th</sup> Avenue and 3) an existing private street at the 110<sup>th</sup> Avenue alignment. These three east/west streets link to a north/south public street, Esplanade Drive which traverses the property. Esplanade Drive will link to the Circle Point Corporate Center to the north and the Westminster Promenade to the south. West 109<sup>th</sup> Avenue will be a full-turn signalized intersection. The remaining access points off of Westminster Boulevard will be right-in/right-out only.
- Site Design: The site is divided into three major blocks of development separated by public streets. Proposed in the area north of 109<sup>th</sup> Avenue and Westminster Boulevard are three multi-family buildings surrounding a Village Green. The two buildings to the north and east of the Village Green (Buildings B and C, Lots 2 and 2A) constitute Phase I of the overall development. Buildings B and C contain 233 rental units above a one level parking structure. A 1,880 square foot pool will be built with Phase I. Building D (Lot 3), located west of the Village Green, will be for-sale condominium units and part of a future ODP. Building B and the eastern portion of Building C will be three stories over a one level parking structure. The remainder of Building C will be four stories over parking.

The second major area is located between Esplanade Drive and the Burlington Northern Santa Fe Railroad right-of-way (Buildings G thru K, Lots 4 and 5). These buildings will be a mix of condominiums and townhomes, all owner occupied. A portion of the southernmost building (Building G) is proposed to contain retail/commercial uses on the first and second levels.

The third area is located between 108<sup>th</sup> and 109<sup>th</sup> Avenues immediately west of Westminster Boulevard (Lot 1, Buildings A, E, and F). These buildings will contain owner-occupied condominium units with first and second floor commercial uses. A second swimming pool, serving the owner-occupied units, is proposed in this area.

In general, the building heights will scale upward from three stories along Westminster Boulevard up to seven stories to the west. This is being done to minimize the heights along Westminster Boulevard and the impacts on the residential areas to the east.

- Landscape Design: A landscape design is included in the ODP for the Phase I development. A double row of deciduous trees flank the sidewalk on the west side of Westminster Boulevard. All internal private drives will also contain flanking street trees. Intensive landscaping containing largely shrubs, evergreens and ornamental trees is provided around all of the Phase 1 buildings. The Village Green is surrounded by shade trees but is left as an open lawn in the middle for active recreation.
- Public Land Dedication/School Land Dedication: Cash-in-lieu of all public and school land dedication shall be payable at the time of each ODP or amendment as follows: Total for the cash-in-lieu for public land dedication is \$6,456,813.70; and the total for the cash-in-lieu of school land dedication is \$81,200.00.
- Parks/Trails/Open Space: An 8 foot concrete walk will be provided along the west side of Esplanade Drive from the northern to the southern property line. A Village Green of approximately 1/3 acre is proposed in Phase 1.
- Architecture: The proposed buildings are generally flat-roofed with well articulated facades. The walls are predominately masonry (brick), with stucco and metal accents. The retaining walls and garage walls are brick. The roof lines are variable and the overall character is “urban loft” style. Each of the buildings will be different from one another.
- Signage: Entry signage into the residential portion of the development will be incorporated into the retaining wall at 109<sup>th</sup> Avenue and Westminster Boulevard. Signage for commercial uses will be addressed in future ODP’s.
- Lighting: Xcel street lights will be installed along Westminster Boulevard, 109<sup>th</sup> Avenue and the private drive at the 110<sup>th</sup> Avenue alignment. Twelve foot high pedestrian lighting will be installed at the private drive encircling the Village Green. Bollard lights will illuminate the east/west pedestrian path through Phase I.

#### Service Commitment Category

City Council awarded 300 Service Commitments (for 600 dwelling units) on August 22, 2005. The developer is requesting an additional 125 units (62.5 Service Commitments).

#### Referral Agency Responses

Referrals were sent to Xcel Energy, Comcast, Qwest and the Jefferson County R-1 School District. Xcel Energy sent a response requesting adequate utility easements be provided and depicted on the final plat. Jefferson County R-1 School District staff estimated an elementary school impact of 123 students, a middle school impact of 51 students, and a high school impact of 44 students. They also indicated sufficient capacity in existing schools to handle these numbers.

#### Neighborhood Meeting and Public Comments

A neighborhood meeting was held at the Westminster Westin Hotel on September 26, 2007. Six citizens attended. The following questions and responses were discussed.

- 1) How many units will be rental?  
**Answer:** A maximum of 235 out of 725 units. These will be constructed in Phase 1.
- 2) How will parking be handled?  
**Answer:** Most parking will be under a building. Some guest parking will be on-street.
- 3) Where will the traffic signals be?  
**Answer:** There are existing signals at 112<sup>th</sup> Avenue and 104<sup>th</sup> Avenue at Westminster Boulevard. There will be one new signal at 109<sup>th</sup> Avenue to be installed at developer’s expense.
- 4) Are there any plans to widen Westminster Boulevard?  
**Answer:** Only required turn lanes.
- 5) What is the development timing?  
**Answer:** Start in 2008 complete in 8-9 years.

- 6) Where will construction access occur?  
**Answer:** Off of Westminster Boulevard.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

- Vicinity Map
- Councillor's Bill Amending the Comprehensive Land Use Plan (CLUP)
- Comprehensive Land Use Plan Map
- Criteria and Standards for Land Use Applications
- Resolution Awarding Category B-4 Service Commitments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **12**

SERIES 2008

INTRODUCED BY COUNCILLOR'S

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That 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 owner(s) of the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from "Business Park" to "District Center" for the Axis property comprised of 15.787 acres located at Westminster Boulevard and the West 108<sup>th</sup> Avenue alignment.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 25, 2008, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

c. That 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. That 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. That 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 Goal C4: Higher density housing should be in "Transit Oriented Developments," "Traditional Mixed-Use Development Neighborhoods," or in "District Centers," adjacent to existing transit facilities where high density residential uses are appropriate.

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 designation of the property more particularly described on attached Exhibit A to "District Center", as depicted on the map attached as Exhibit B.

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 31<sup>st</sup> day of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 14<sup>th</sup> day of April, 2008.

ATTEST:

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Mayor

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City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

## 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.

RESOLUTION

RESOLUTION NO. 22

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**SUPPLEMENTAL CATEGORY B-4 SERVICE COMMITMENT AWARD  
FOR THE AXIS PROJECT**

WHEREAS, the City of Westminster has adopted by Ordinance a Growth Management Program for the period December 11, 2000, through December 31, 2010; and

WHEREAS, within Ordinance No. 2848 there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new Traditional Mixed Use Neighborhood Development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new Traditional Mixed Use Neighborhood Development (TMUND) is limited, and the City of Westminster has previously adopted Resolution No. 30, Series of 2006 specifying the various standards for new Traditional Mixed Use Neighborhood Development projects based upon their relative impact on the health, safety and welfare interest of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster City Council has previously awarded 300 Category B-4 Service Commitments for the Axis project at the northwest corner of the 108<sup>th</sup> Avenue alignment and Westminster Boulevard per Resolution No. 31, Series of 2005.

WHEREAS, the developer for the Axis project has proceeded to the City's development review process and is requesting City Council approval on March 31, 2008.

WHEREAS, the developer for the Axis development incorporated additional TMUND units within the Axis development plans submitted to the City for the development review process; and

WHEREAS, the developer for the Axis project requests 62.5 additional Category B-4 Service Commitments within the project for a total of 362.5 Service Commitments; and

WHEREAS, a total of 725 multiple-family units does not exceed the density requirements within the City's Comprehensive Land Use Plan; and

WHEREAS, City Council finds that it would be in the best interests of the City and its residents, and in furtherance of the City's Growth Management Program, to make a supplemental award of Service Commitments for the proposed project; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types.

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

1. An addition of 62.5 Category B-4 Service Commitments is hereby awarded for a total of 362.5 Commitments to the Axis project.

	<b>#SERVICE COMMITMENTS PER YEAR</b>			
<b><u>Project</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>Total</u></b>
Axis	116.5	123	123	362.5

2. The Service Commitment award to the project listed above is conditional and subject to the following:
  - a. The applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
  - b. The Service Commitment award for the project listed above, if approved by the City, may only be used within the project specified above.
  - c. This Service Commitment award shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.
  - d. This Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
  - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-4 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-4 award.
  - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
  - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
  - h. Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
  - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
    - j. The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2011, or the entire Service Commitment award for the project shall expire.
    - k. The project must be issued at least one building permit within three years of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
    - l. Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any two successive calendar years.

- m. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
  - n. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project location.
3. The Category B-4 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 31<sup>st</sup> day of March, 2008.

ATTEST:

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Mayor

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City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

## PETITION FOR ANNEXATION

### **TO THE COUNCIL OF THE CITY OF WESTMINSTER, COLORADO:**

The undersigned ("Petitioner"), in accordance with the Municipal Annexation Act of 1965 as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended and as in effect on the submission date set forth below ("Annexation Act"), hereby petitions ("Petition") the Council of the City of Westminster, Colorado ("City Council"), to annex to the City of Westminster ("City") the unincorporated territory located in the County of Jefferson, State of Colorado, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"). In support of this Petition, Petitioner alleges that:

1. It is desirable and necessary that the Property be annexed to the City.
2. The requirements of Sections -104 and -105 of the Annexation Act exist or have been met.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the City's current municipal boundaries.
4. A community of interest exists between the Property and the City.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or is capable of being integrated with the City.
7. The Petitioner comprises more than fifty percent (50%) of the landowners of the Property owning more than fifty percent (50%) of the Property, excluding public streets, and alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown on the annexation plat submitted herewith.
8. The Petitioner owns one hundred percent (100%) of the Property within the meaning of Section -107(1)(g) of the Annexation Act.
9. The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the City been held within the twelve (12) months immediately preceding the filing of this Petition.
10. The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.
11. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit,

the proposed annexation will not extend the municipal boundary of the City more than three (3) miles in any direction from any point of the current municipal boundary.

12. The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

13. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(b) comprising twenty (20) acres or more and together with buildings and improvements situate thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation, is included in the Property without the written consent of the landowner or landowners.

14. If a portion of a platted street or alley is to be annexed, the entire width thereof is included within the Property.

15. The affidavit of the circulator of this Petition certifying that each signature on this Petition is the signature of the person whose name it purports to be and certifying the accuracy of the date of such signature is attached hereto as Exhibit J and is incorporated herein by this reference.

16. This Petition is accompanied by four prints of an annexation map containing, among other things, the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the annexing municipality abutting the Property.

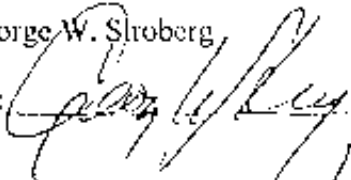
17. Pursuant to Section -107(1)(e), of the Annexation Act, Petitioner hereby reserves the sole, exclusive and unilateral right to withdraw this Petition by so notifying the City Clerk in writing at any point prior to the effective date of the final ordinance approving annexation of the Property.

THEREFORE, Petitioner requests that the Council of the City of Westminster, Colorado, complete and approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Respectfully submitted this 10<sup>th</sup> day of September, 2007.

Signatures of Landowners/Petitioner:

George W. Stroberg

By:  \_\_\_\_\_

Date of Signature: 9/10/07

Mailing Address: 6960 Nile Court  
Arvada, CO 80007



**EXHIBIT A**  
**TO PETITION FOR ANNEXATION**

**Legal Description of Property**

SEE ATTACHED

# WADSWORTH CROSSING

TRACT 63A OF MANDALAY GARDENS  
LOCATED IN THE NE 1/2 SEC 14 T.2 S, R.69 W. OF THE 6<sup>TH</sup> P.M.  
COUNTY OF JEFFERSON, STATE OF COLORADO  
LAND DESCRIPTIONS  
SHEET 1 OF 1

## LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN A THE NORTH HALF OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, BEING MONUMENTED BY A 2.5" ALUMINUM CAP IN RANGE BOX LS #16412, THENCE S89°52'19"W A DISTANCE OF 28.72 FEET, THENCE S00°44'06"W A DISTANCE OF 327.56 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT 63A ALSO BEING THE TRUE POINT OF BEGINNING; THENCE S89°41'49"W A DISTANCE OF 661.09 FEET TO A POINT ON THE WESTERLY LINE OF TRACT 63A, THENCE N00°57'20"E A DISTANCE OF 329.46 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 101<sup>ST</sup> AVENUE, THENCE N89°38'58"E A DISTANCE OF 273.59 FEET TO A POINT OF CURVATURE, THENCE 230.27 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1015.00 FEET, A CENTRAL ANGLE OF 12°59'55" AND A CHORD WHICH BEARS S82°27'47"E A DISTANCE OF 229.78 FEET TO A TANGENT POINT, THENCE S88°57'33"E A DISTANCE OF 108.28 FEET TO A POINT OF CURVATURE, THENCE 78.27 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°41'39", AND A CHORD WHICH BEARS S44°06'43"E A DISTANCE OF 70.52' TO A TANGENT POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF WADSWORTH BLVD, THENCE S00°44'06"W A DISTANCE OF 244.87 FEET TO A POINT ON THE EASTERLY LINE OF TRACT 63A ALSO BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.759 ACRES (207,308 SQ. FT.)

### BASIS OF BEARING:

BEARINGS ARE BASED ON A BEARING OF S89°52'19"W ALONG THE SOUTHERLY LINE OF THE CORNER QUARTER OF SECTION 14 AS MONUMENTED BY A 2 1/2" ALUMINUM CAP IN RANGE BOX LS # 16412 AT THE SOUTHEAST CORNER OF SECTION 14, AND A 3 1/2" ALUMINUM CAP LS # 13212 AT THE SOUTHWEST CORNER OF SECTION 14.

PREPARED BY DANNY TRUJILLO  
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
SEPTEMBER 11, 2007





**WESTMINSTER**  
**COLORADO**

**Agenda Item 10 J-O**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Public Hearing and Action on the Wadsworth Crossing Annexation, Comprehensive Land Use Plan Amendment, Zoning, Preliminary and Official Development Plan

**Prepared By:** David Falconieri, Planner III

**Recommended City Council Action**

1. Hold a public hearing.
2. Adopt Resolution No. 23 making certain findings as required by Section 31-10-110 C.R.S.
3. Pass Councillor's Bill No. 13 on first reading annexing the Wadsworth Crossing property.
4. Pass Councillor's Bill No. 14 on first reading amending the Comprehensive Land Use Plan for the Wadsworth Crossing property changing the designation from Northeast Comprehensive Development Plan to Retail Commercial. 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; and
  - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
  - 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.
5. Pass Councillor's Bill No. 15 on first reading zoning the Wadsworth Crossing Property Planned Unit Development (PUD).
6. Approve the Preliminary Development Plan and the Official Development Plan as submitted. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code have been met.

**Summary Statement**

- The Wadsworth Crossing property is a 4.8 acre parcel located at the southwest corner of Wadsworth Boulevard and Church Ranch Boulevard. (See attached vicinity map.)
- The applicant is requesting approval of a 34,300 square foot retail and restaurant center.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Planning Commission Recommendation**

The Planning Commission reviewed this proposal on March 11, 2008, and voted unanimously (7-0) to recommend the City Council approve the annexation, Comprehensive Land Use Plan amendment of the Wadsworth Crossing property from Northeast Comprehensive Development Plan to Retail Commercial, and rezoning to Planned Unit Development. By the same vote, the Commission also recommended that the Preliminary and Official Development Plans be approved as submitted.

No one spoke in opposition to this proposal. One person spoke in favor and another ask questions regarding the proposed screen wall.

**Policy Issues**

1. Should the City annex the Wadsworth Crossing property?
2. Should the City approve a Comprehensive Land Use Plan amendment for the Wadsworth Crossing property changing the designation from Northeast Comprehensive Development Plan to Retail Commercial?
3. Should the City approve the rezoning of the Wadsworth Crossing property from A-1 to Planned Unit Development (PUD)?
4. Should the City approve the Wadsworth Crossing Preliminary Development Plan?
5. Should the City approve the Wadsworth Crossing Official Development Plan?

**Alternatives**

1. Make a finding that there is no community of interest with the Wadsworth Crossing property and take no further action. If this action is taken, the applicant may make application to the County for a similar development.
2. Approve the annexation, but deny the Preliminary and/or Official Development Plans. If this action is taken the applicant has the option to withdraw the application for annexation and to proceed with the County.
3. Approve the annexation and approve the Preliminary and/or Official Development Plan but with modifications and/or conditions. If this action were taken, Staff would negotiate with the applicant in order to address the concerns expressed.

**Background Information**

Nature of Request

The applicant is requesting a single-building retail development on 4.8 acres, with access to both Church Ranch and Wadsworth Boulevards. The site was previously used as an outdoor animal training area. The development will be shielded from the adjacent large lot residential uses to the west and south with an 8-foot masonry screen wall as required by the City’s Design Guidelines. The front of the building is offset to permit seating areas with public art and a wide walk between the building and the parking area. The building is predominantly brick with stucco accent areas and glass store fronts.

Location

The site is located at the southwest corner of Wadsworth Boulevard and Church Ranch Boulevard. (Please see attached vicinity map.)

The Westminster Municipal Code (WMC) requires the owner of the property requesting an amendment to the Comprehensive Land Use Plan (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 property is subject to the provisions of the Northeast Comprehensive Development Plan which lists general retail as a permitted use. The proposed change to the CLUP brings the plans into conformance with each other as pertains to this property.
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 D1 – Preserve, maintain and improve a variety of shopping facilities offering all necessary goods and services to community residents and businesses.
  - Policy D1b – Emphasis will be placed on enhancing the quality and diversity of retail and office commercial developments in a manner that makes a positive contribution to the City’s image and business environment.

Based upon these goals and policies, Staff has found this proposed amendment to be in conformance with the overall purpose, intent, goals, and policies of the Plan.

3. The proposal must, “Be compatible with existing and surrounding land uses.” The development will access only onto the adjacent arterial streets and will not promote traffic through existing neighborhoods. An 8-foot brick wall will be constructed along the western and southern property lines in order to mitigate any impact to adjacent agricultural lands on those borders. The architecture of the building is designed to be compatible with the predominantly rural aspect of the neighborhood with earth tone brick and stucco materials.
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.” While the development will have impacts, all have been mitigated to the satisfaction of City staff as shown on the proposed ODP. The applicant is providing the necessary right-of-way along both Church Ranch and Wadsworth Boulevards. The applicant is also making required street improvements to mitigate the impact of additional traffic generated by this development. City Code requires the applicant to construct one third of the arterial improvements. The remainder of the street will be constructed by the City and property owners on the other side of the street. Existing utilities are adequate to serve the site.

#### Public Notification

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

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on February 21, 2008. Notice of the annexation hearing must be published four consecutive weeks, the first of which must be at least 30 days prior to the hearing. The notice was published on February 21, 2008; February 28, 2008; March 6, 2008; and March 13, 2008.
- **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. One sign was posted on the property on February 29, 2008.
- **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 applicant has provided the Planning Manager with a certification that the required notices were mailed on February 15, 2008.

Applicant/Property Owner  
The Broadbent Development Co.  
Property Owner: George Stroberg

Surrounding Land Use and Comprehensive Land Use Plan Designations

<b>Development Name</b>	<b>Zoning</b>	<b>CLUP Designation</b>	<b>Use</b>
North: Diamond Shamrock	PUD	Retail Commercial	Service Station
West: Cedar Grove Estates (Unincorporated)	A-1 County	Northeast Comprehensive Development Plan	Large Lot Residential
East: Across Wadsworth Boulevard, Church Ranch Business Park	PUD	Business Park	Business Park
South: Mandalay Gardens (Unincorporated)	A-1 County	Northeast Comprehensive Development Plan	Large Lot Residential

Site Plan Information

The following site plan information provides a few examples of how the proposal complies with the City’s land development regulations and guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

- Traffic and Transportation: The property is accessed by a full turn access at 101<sup>st</sup> Avenue (which ends at this site and empties into Church Ranch Boulevard) and by a right-in/right-out access onto Church Ranch Boulevard. There is also a full turn access on Wadsworth Boulevard but this access point will be converted to a right-in/right-out access when the future median is installed at that location. All Code mandated improvements to the streets will be installed by the developer including curb, gutter, sidewalk and turn lanes. At this time the applicants are installing an accel lane southbound on Wadsworth Boulevard and a right turn lane on eastbound Church Ranch Boulevard. Improvements will also include an island for the traffic signal pole at the intersection and new asphalt to the current road center. The future build out of Wadsworth Boulevard will include four thru lanes with two left turn lanes and a 16 foot median. The applicant is also dedicating all required right-of-way for future street widening.
- Site Design: The site is designed as a single building with parking on all sides. The loading bays and trash dumpsters are all located behind the building and will be screened from view from the south by the 8-foot masonry wall. Trucks can access the docks without entering into the front parking field.
- Landscape Design: The plan proposes the required 25-foot landscape setback from both arterials (wider where Church Ranch Boulevard bends to the north) and along the southern property line. In order to accommodate site constraints, the applicant is proposing a 15-foot landscaped area on the west property line. This reduced area will be mitigated by the 8-foot brick wall and additional landscape density. Detention will be managed in two ponds located at the northeast and southeast corners of the property. In order to create the necessary depth, stone retaining walls not to exceed 4 feet in height will be used.
- Public Land Dedication/School Land Dedication: None
- Parks/Trails/Open Space: The applicant will be required to construct sidewalk connections into the site from both arterials. Colored pavement will be installed to mark crosswalks across parking areas. A 15-foot wide sidewalk will be constructed in front of the building that will be wider at the ends (25 feet) to permit restaurant seating areas. Additionally a central plaza area will be constructed at the center of the building where the public art will be installed that will provide a focal point for the shoppers.
- Architecture/Building Materials: The building will be predominantly brick with stucco accents. A varying roof line with some balustration and “bump out” walls as required by the Commercial Design Guidelines are provided to add interest to the building.

- Signage: A single monument sign will be located at the corner of the arterials and will be constructed with a stone base and sides. All wall signage shall be in conformance with the City Code.
- Lighting: Pedestrian scale light poles and building mounted decorative lights are provided along the front of the building. All parking light poles shall be directed downward as required by Code.

Service Commitment Category

Service Commitments would be allocated out of Category C.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Jefferson County, North Jeffco Park and Recreation District, and RTD. Staff received no responses.

Neighborhood Meeting and Public Comments

The neighborhood meeting for this project was held on October 30, 2007. Ten area residents attended. Concerns were expressed regarding improvements to Wadsworth Boulevard and access to the site from the south. Adjacent residents were concerned that foot traffic to the site would cross over private property. This concern was addressed after seeing that an 8 foot wall would be installed in the southern property line and walks constructed along Wadsworth Boulevard. General questions regarding the types of stores and traffic were also addressed.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

- Annexation Petition
- Findings Resolution
- Annexation Ordinance
- CLUP Ordinance
- Comprehensive Land Use Plan Map
- Zoning Ordinance
- Zoning Map
- Criteria and Standards for Land Use Applications



RESOLUTION

RESOLUTION NO. **23**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**Briggs - Lindsey**

**A RESOLUTION**

**PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, ALSO KNOWN AS THE WADSWORTH CROSSING PROPERTY**

WHEREAS, pursuant to the laws of the State of Colorado, there has been filed with the City Clerk a petition (the "Petition") for the annexation of the property described in said Petition; and

WHEREAS, City Council has previously adopted Resolution No. 8 finding the Petition to be in substantial compliance with the provisions of section 31-12-107(1), C.R.S., and;

WHEREAS, notice to all required parties has been provided, pursuant to Section 31-12-108, C.R.S.;

WHEREAS, City Council has held a hearing concerning the proposed annexation as required by sections 31-12-108 and -109, C.R.S.; and

WHEREAS, having completed the required hearing, the City Council wishes to set forth its findings of fact and conclusion regarding the proposed annexation.

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

1. The City Council finds:
  - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
  - b. A community of interest exists between the area proposed to be annexed and the City;
  - c. The area is urban or will be urbanized in the near future; and
  - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
  - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and

b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;

b. That the annexation will not result in the attachment of area from a school district;

c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;

d. That the City of Westminster has in place a plan for the area proposed to be annexed; and

e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 31<sup>ST</sup> day of March, 2008.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO LEGAL FORM:

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

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **13**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN SECTION 14,  
TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to the Council of the City of Westminster a petition for annexation to the City of Westminster by the owners of more than 50% of the hereinafter-described contiguous, unincorporated area, exclusive of public streets and alleys, being in the County of Jefferson, State of Colorado; and

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, City Council has heretofore adopted Resolution No.23, Series of 2008, making certain findings of fact and conclusions regarding the proposed annexation, as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the City Council has satisfied itself that the proposed annexation conforms with the Comprehensive Land Use Plan of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situated, lying and being in the County of Jefferson, State of Colorado, to wit:

**Wadsworth Crossing Annexation  
Legal Description**

A parcel of land being Tract 63A, Mandalay Gardens except right-of-way dedicated in Reception #F0480526, located in the northwest quarter of Section 14, Township 2 South, Range 69 West of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows:

Commencing at the center quarter corner of Section 14, thence S89°52'19"W along the southerly line of said northwest quarter a distance of 28.72 feet to a point on the westerly right-of-way of Wadsworth Boulevard; thence N00°44'06"E along said westerly right-of-way line a distance of 327.56 feet to the southeast corner of Tract 63A and the Point of Beginning; thence S89°41'49"W along the southerly line of said Tract 63A, a distance of 661.09 feet to the southwest corner of said Tract 63A; thence N00°57'20"E along the westerly line of said Tract 63A, a distance of 329.46 feet to the northwest corner of said Tract 63A and the southerly right-of-way line of 101<sup>st</sup> Avenue; thence N89°38'58"E along said northerly line of said Tract 63A, a distance of 273.59 feet to a point on the southerly right-of-way line of Church Ranch Boulevard as recorded in Reception #F0480526; thence along said southerly right-of-way the following 3 courses; (1) 230.27 feet along a non-tangent curve to the left having a radius of 1015.00 feet, a central angle of 12°59'55" and a chord which bears S82°27'47"E a distance of 229.78 feet to a point of tangency; (2) thence S88°57'33"E a distance of 108.28 feet to a point of curvature; (3) thence 78.27 feet along the arc of a tangent curve to the right having a radius of 50.00 feet, a central angle of 89°41'39" and a chord

which bears S44°06'43"E a distance of 70.52 feet to a point on the westerly right-of-way line of Wadsworth Boulevard; thence departing the westerly right-of-way line N00°44'06"E a distance of 85.30 feet; thence S88°55'42"E a distance of 58.53 feet to a point on the easterly right-of-way line of Wadsworth Boulevard; thence continuing along said right-of-way line S01°04'18"W a distance of 328.81 feet; thence departing said easterly right-of-way line of Wadsworth Boulevard S89°41'49"W a distance of 56.61 feet to the Point of Beginning.

Said parcel contains 5.195 acres, (226,274 sq. ft.) more or less.

Basis of Bearings

Bearings are based on the south line of the northwest quarter of Section 14, Township 2 South, Range 69 West of the Sixth Principal Meridian being monumented by a found 2-1/2" aluminum cap in range box, LS #16412 at the center quarter corner of Section 14 and by a found 3-1/4" cap in range box, LS #13212 at the west quarter corner of Section 14 bearing S89°52'19"W per City of Westminster GIS control maps.

Consisting of approximately 4.76 Acres

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 31st day of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of April, 2008.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO LEGAL FORM:

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

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **14**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That 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 owner(s) of the properties described below, incorporated herein by reference, requesting a change in the land use designations from "Northeast Comprehensive Development Plan" to "Retail Commercial" for the Wadsworth Crossing Property, a 4.8 acre property located at the southwest corner of Wadsworth Boulevard and Church Ranch Boulevard.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 11, 2008, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

c. That 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. That 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. That 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 Goal D1 which requires the improvement of a variety of shopping facilities offering all necessary goods and services to community residences and businesses.

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 designation of the property more particularly described as follows:

A parcel of land located in a the north half of Section 14, Township 2 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado being more particular described as follows:

Commencing at the corner quarter of Section 14, Township 2 South, Range 69 West, being monumented by a 2.5" aluminum cap in range box LS #16412, thence S89°52'19"W a distance of 28.72 feet, thence S00°44'06"W a distance of 327.56 feet to a point of the southerly line of Tract 63A also being the **True Point of Beginning**; thence S89°41'49"W a distance of 661.09 feet to a point on the westerly line of Tract 63A, thence N00°57'20"E a distance of 329.46 feet to a point on the southerly right of way line of 101<sup>st</sup> Avenue, thence N89°38'58"E a distance of 273.59 feet to a point of curvature, thence 230.27 feet along a non-tangent curve to the right having a radius of 1015.00 feet, a central angle of 12°59'55" and a chord which bears S89°27'47"E a distance of 229.78 feet to a tangent point, thence S88°57'33"E a distance of

108.28 feet to a point of curvature, thence 78.27 feet along a tangent curve to the right having a radius of 50.00 feet. A central angle of 89°41'39", and a chord which bears S44°06'43"E a distance of 70.52' to a tangent point being on the westerly right of way line of Wadsworth Blvd, thence S00°44'06"W a distance of 244.87 feet to a point on the easterly line of Tract 63A also being the **True Point of Beginning**.

Said parcel contains 4.759 acres (207,308 sq. ft.)

**BASIS OF BEARING:**

Bearings are based on a bearing of S89°52'19"W along the southerly line of the corner quarter of Section 14 as monumented by a 2½" aluminum cap in range box LS # 16412 at the southeast corner of Section 14, and a 3¼" aluminum cap LS # 13212 at the southwest corner of Section 14.

to "Retail Commercial", as depicted on the map attached as Exhibit A.

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 31st of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of April, 2008.

ATTEST:

\_\_\_\_\_  
Mayor

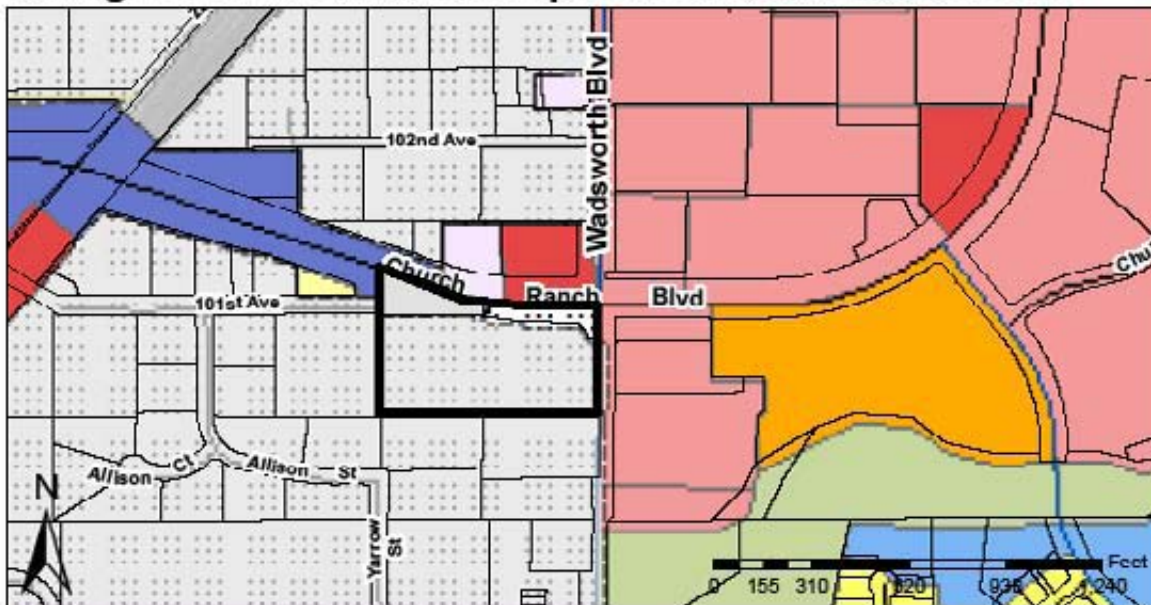
\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

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

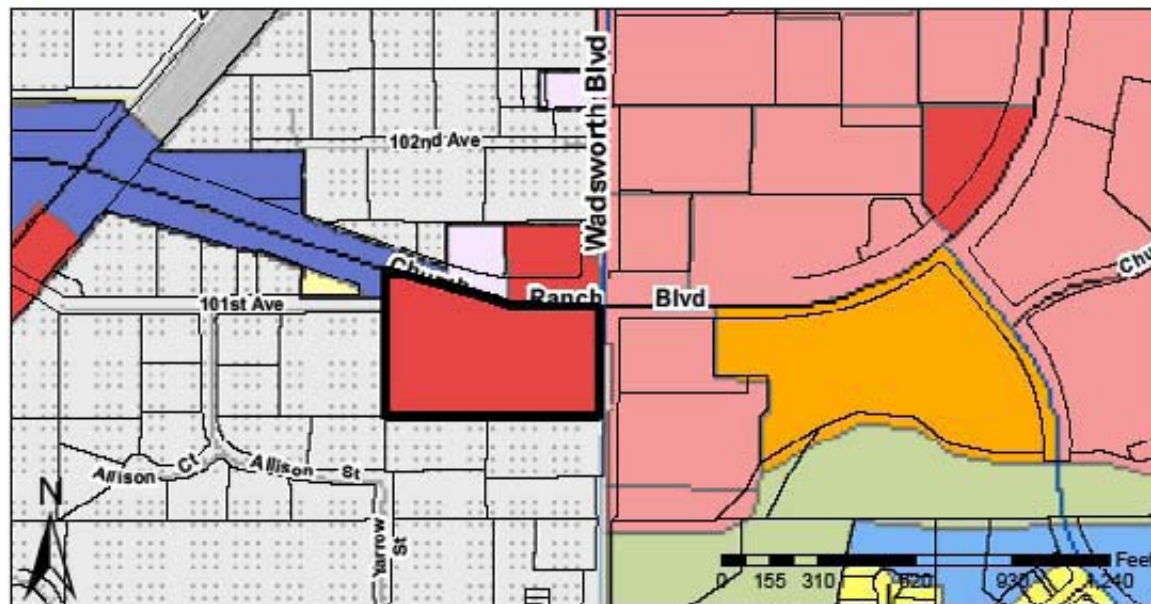
# Wadsworth Crossing CLUP Map Change from Northeast Comp Plan to Retail Commercial

Exhibit A



**Legend**

<b>CompPlan</b>	R-4	Industrial	City Owned Open Space	Major Creek Corridor Non Public
<b>CP DESIG</b>	R-8	Business Park	Public Parks	
R-1	R-18	Office/Residential	Private Parks/Open Space	
R-2.5	Retail Commercial	District Center	Golf Courses	
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public	



BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **15**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE AMENDING THE ZONING OF THE WADSWORTH CROSSING PROPERTY A 4.8 ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF WADSWORTH BOULEVARD AND CHURCH RANCH BOULEVARD, JEFFERSON COUNTY, COLORADO FROM A-1 TO PUD**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the rezoning of the property generally located at the southwest corner of Wadsworth Boulevard and Church Ranch Boulevard, as described below, from the A-1 zone to the PUD zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.

b. That the notice requirements of W.M.C. §11-5-13 have been met.

c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 11, 2008 and has recommended approval of the requested amendments.

d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. § 11-5-14.

e. That based on the evidence produced at the public hearing, a rezoning to the proposed PUD zoning complies with all requirements of City Code, including, but not limited to, the provisions of W.M.C §11-5-14, regarding standards for approval of planned unit developments and §11-4-3, requiring compliance with the Comprehensive Land Use Plan.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property, described as:

A parcel of land located in a the north half of Section 14, Township 2 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado being more particular described as follows:

Commencing at the corner quarter of Section 14, Township 2 South, Range 69 West, being monumented by a 2.5" aluminum cap in range box LS #16412, thence S89°52'19"W a distance of 28.72 feet, thence S00°44'06"W a distance of 327.56 feet to a point of the southerly line of Tract 63A also being the **True Point of Beginning**; thence S89°41'49"W a distance of 661.09 feet to a point on the westerly line of Tract 63A, thence N00°57'20"E a distance of 329.46 feet to a point on the southerly right of way line of 101<sup>st</sup> Avenue, thence N89°38'58"E a distance of 273.59 feet to a point of curvature, thence 230.27 feet along a non-tangent curve to the right having a radius of 1015.00 feet, a central angle of 12°59'55" and a chord which bears S89°27'47"E a distance of 229.78 feet to a tangent point, thence S88°57'33"E a distance of 108.28 feet to a point of curvature, thence 78.27 feet along a tangent curve to the right having a radius of 50.00 feet. A central angle of 89°41'39", and a chord which bears S44°06'43"E a distance of 70.52' to a tangent point being on the westerly right of way line of Wadsworth Blvd, thence S00°44'06"W a distance of 244.87 feet to a point on the easterly line of Tract 63A also being the **True Point of Beginning**.



Said parcel contains 4.759 acres (207,308 sq. ft.)

BASIS OF BEARING:

Bearings are based on a bearing of S89°52'19"W along the southerly line of the corner quarter of Section 14 as monumented by a 2½" aluminum cap in range box LS # 16412 at the southeast corner of Section 14, and a 3¼" aluminum cap LS # 13212 at the southwest corner of Section 14.

from the A-1 zoning district to the PUD zoning district, as depicted on the map marked Exhibit A, attached hereto.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 31st day of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of April, 2008

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

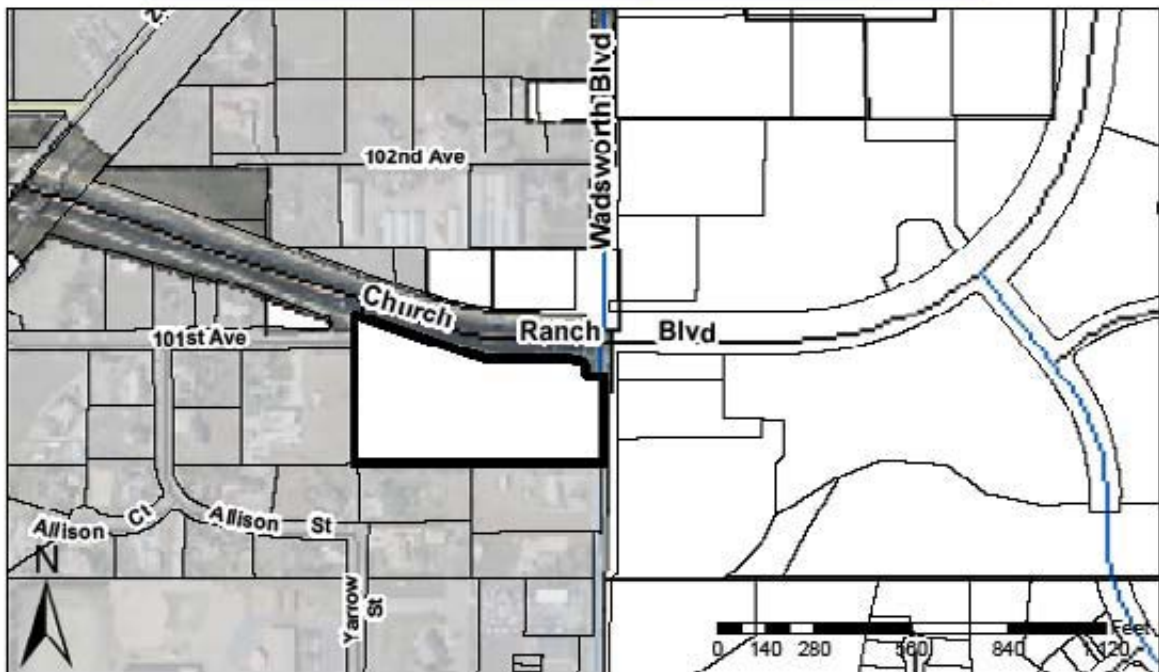
\_\_\_\_\_  
City Attorney's Office

# Wadsworth Crossing Zoning Map Change from Unincorporated to PUD

Exhibit A



**Zoning Key**     Unincorporated     PUD



## 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.

Department or Agency Name	
Colorado Historical Society	
Department or Agency Number	
CHA	
Routing Number	
APPROVED WAIVER FORM	#37-D

**CONTRACT**

THIS CONTRACT, Made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of Colorado for the use and benefit of the Department of Higher Education, Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, and the City of Westminster, 4800 West 92nd Avenue, Westminster, Colorado 80031, hereinafter referred to as the "Contractor",

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number \_\_\_\_\_ in Fund Number 401, Appropriation Account 401 and Organization SHHC; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12 (7.1 (20) of the Colorado Revised Statutes and Subsection 5(1)(III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects, survey and planning projects, and education projects; and

WHEREAS, this Contract hereinafter "Contract" or "Agreement" sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project",

NOW WHEREFORE, it is hereby agreed that

1. The Contractor shall use funds subject to this Contract in support of **Project #2008-HA-018 "Historic Structure Assessment"**. In accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
2. **APPLICABLE STANDARDS:** The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C, in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects, copies of which are available through the Society.
3. **RIGHT OF USE:** All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty free, nonexclusive, and irrevocable license to the Society to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for Society and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from April 1, 2008 through October 31, 2009.  
The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work must be completed no later than **thirty (30) days prior to the Contract ending date.**
5. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the project described in Exhibit A and subject to on time delivery or completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed nine thousand, nine hundred seventy dollars (\$9,970.00).  
Unless otherwise specified in Exhibit C, the State shall advance forty percent (40%) of the total grant amount upon proper execution of this contract and upon submission of a SHF Payment Request, fifty percent (50%) will be paid to the Contractor upon submission and approval of the Interim SHF Financial Report. The remaining ten percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the Final SHF Financial Report and SHF Payment Request Form *(Attachment 1 and 2)*. All payments are subject to the satisfactory completion of milestones described in Exhibit C and **submission by Contractor of either documented proof or certification of expenditures with each financial report.**

**Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement.** If the Project involves matching funds, the SHP may allow prior expenditures in furtherance of the *Scope of Work* to be counted as part of such matching funds.

6. **ACCOUNTING.** At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain proper segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the *Budget* set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. **Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.**
7. **AUDIT.** The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.
8. **PARTY'S RELATIONSHIP.** CONTRACTOR IS A GRANTEE, AND NOT AN EMPLOYEE OR AGENT OF THE STATE. THE CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDINGS. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.
9. **REPRESENTATIVES AND NOTICES.** All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.  

To the State:	Mark Wolff Director Colorado Historical Society State Historical Fund 225 East 16th Avenue, Suite 950 Denver, Colorado 80203-1620
To the Contractor:	Mr. Patrick Caldwell Planner II City of Westminster 1800 West 92nd Avenue Westminster, Colorado 80031
10. **ADA COMPLIANCE.** The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which a statute the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
11. **DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS.** Contractor agrees to provide the Society with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by the Society. The Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of the Colorado Historical Society, Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource Policy and Procedures, adopted October 1991. Revised Nov. 2012, a copy of which is available from the Society.
12. **REPORTS.** Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *YTH Financial Reports* (Attachment C) as described and at the times in the *Let of Materials* (Exhibit C).
13. **MATCHING FUNDS.** Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

- If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.
14. **CONSULTANTS SITE VISITS:** The State may:
- Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;
  - Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.
- Any exercise of the State's rights under this Paragraph 14 shall not relieve the Contractor of any of its Contract obligations.
15. **PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE:** In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a State Historical Fund grant from the Colorado Historical Society." In addition, the Society reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of the Colorado Historical Society."
16. **REMEDIES:** In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in the Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, omissions, or inaction by the Contractor. These remedial actions are as follows:
- Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price, cost or schedule, and/or
  - Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Manual*, the SHS Grants Manual and/or the terms and conditions of this Contract, and/or
  - Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State, and/or
  - Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State, and/or
  - Declare all or part of the work ineligible for reimbursement; and/or
  - In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, the Society may, following reasonable notice to the Contractor to cure said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by the Society, the Society shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees;
  - Terminate the contract for default.
17. **CUMULATIVE EFFECT:** The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
18. **TERMINATION OF CONTRACT FOR DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, nevertheless have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, posters, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose or set-off of such sums as the exact amount of damages due the State from the Contractor are determined.
19. **TERMINATION BY STATE:** The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the



services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed, in addition to the above payments for that portion of the actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 18 hereof relative to termination shall apply.

- 20 **CHANGES:** This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.
- 21 **CONFIDENTIALITY:** Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
- 22 **COMPLIANCE WITH APPLICABLE LAWS:** At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
- 23 **SEVERABILITY:** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
- 24 **BINDING ON SUCCESSORS:** Except as herein otherwise provided, this Contract shall inure, to the benefit of and be binding upon the parties, or any subcontractors hereof, and their respective successors and assigns.
- 25 **ASSIGNMENT:** No party, nor any subcontractors hereof, may assign its rights or duties under this Contract without the prior written consent of the other parties.
- 26 **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or their subcontractors.

# SPECIAL PROVISIONS

**(The Special Provisions apply to all contracts except where noted in italics.)**

**1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1).**

This contract shall not be deemed valid until it has been approved by the Colorado State Controller or Executive.

**2. FUND AVAILABILITY. CRS 24-30-202(5.5).**

Financial obligations of the State shall not be incurred from state or emergency special funds for that purpose, being appropriated, budgeted, and otherwise made available.

**3. INDEMNIFICATION.**

Contractor shall indemnify, defend, and hold harmless the State, its employees and agents, against and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

*[Applicable Only to Intergovernmental Contracts]* No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the remedies, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-30-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereinafter amended.

**4. INDEPENDENT CONTRACTOR. 4 CCR 801-2.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state or any representative, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation and provide proof of such insurance when requested by the state, and unemployment compensation insurance in the monies received hereunder shall be solely responsible for its acts and those of its employees and agents.

**5. NON-DISCRIMINATION.**

Contractor agrees to comply with the letter and the spirit of applicable state and federal laws preventing discrimination and unfair employment practices.

**6. CHOICE OF LAW.**

The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, when provisions for arbitration by any extrajudicial body or person or through arbitration in conflict with such laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference, which purports to exempt this or any other special provision in whole or in part, shall be valid, enforceable, or enforceable in any court of law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remaining or this contract, so long as this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that pertain to contractor and contractor be established.

**7. *[Not Applicable to Intergovernmental Contracts]* VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.**

The State is not to be held liable for payment of certain bills owed to State agencies unless the vendor enters into a repayment system for all unpaid child support debt or child support arrangements, for unpaid balances of tax, and other amounts, or other charges specified in Article 25, title 39, CRS, or unpaid fees due to the Student Loan Division of the Department of Higher Education, all amounts required to be paid to the charge account Compensation Fund, and all other unpaid debts owing to the State or its agencies, as a result of the agency's determination or reduced to a minimum as certified by the State Controller.

**8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

No state or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computers, software, or violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has no place, agent, or systems and agents to prevent such computer use or public funds. If the State determines that Contractor is in violation of this provision, the State may exercise the remedies available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.**

The signatories hereto that to their knowledge, no conflict of interest exists or financial interest arises from the service or property described in this contract.

**10. *[Not Applicable to Intergovernmental Contracts]* ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.**

Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with any individual to perform work under this contract or any other contract with a subcontractor that has no right to contract or that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and cures that it will not contract with or employ an illegal alien, through participation in the Basic Public Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and its contractors shall comply with the requirements of CRS 8-17.5-102 et seq. Contractor shall comply with the public benefits restrictions made by the rules or regulations promulgated by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision of CRS 8-17.5-101 et seq. shall be cause for termination or breach of contract and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she is a citizen or lawful permanent resident of the United States pursuant to federal law, or shall comply with the provisions of CRS 24-76.5-101 et seq. and he shall produce one form of identification issued by CRS 24-76.5-101 prior to the execution of this contract.


# CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:  
(Grant Recipient)

City of Westminster

Legal Name of Contracting Entity

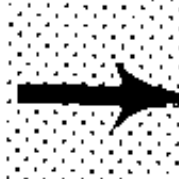


Signature of Authorized Officer

Print Name & Title of Authorized Officer

Date

**CORPORATIONS:** A corporate attestation is required.  
Place corporate seal here, if available.



(Seal) By: \_\_\_\_\_

City or County Secretary or Registrar, or Town or City County Clerk

STATE OF COLORADO  
Bill Ritter, Jr., GOVERNOR

BY: \_\_\_\_\_

Executive Director or Designee  
Edward C. Nichols, President

Colorado Historical Society

Date: \_\_\_\_\_

Department of Higher Education

STATE HISTORICAL FUND

BY: \_\_\_\_\_

Mark Wolfe, Director

**WAIVER CONTRACT REVIEWER**

BY: \_\_\_\_\_

Cyrl Padilla, Contract Specialist  
State Historical Fund

## ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller  
Leslie M. Shuefelt

BY: \_\_\_\_\_

Susan S. Riehl  
C.F.S., Chief Financial Officer

Date: \_\_\_\_\_

Revised January 1, 2007  
S:\Documents\06093854\4  
Approval Contract D

### Scope of Work

I. **Project Purpose:** The Purpose of this Project is to conduct a Historic Structure Assessment for the Bowles House.

II. **Scope of Work will be conducted as follows:**

1.0 Introduction

- 1.1 Research Background/Participants
- 1.2 Building Location

2.0 History and Use

- 2.1 Architectural Significance and Construction History
- 2.2 Existing Sketch Plan
- 2.3 Proposed Use(s)

3.0 Structure Condition Assessment

3.1 Site

- Associated Landscape Features
- Parking
- Archeology

3.2 Foundations

- Foundation Systems
- Perimeter Foundation Drainage

3.3 Structural System

- General Structural System Description
- Floor and Ceiling Systems
- Roof Framing System

3.4 Envelope-Exterior Walls

- Exterior Wall Construction
- Exterior Finishes
- Exterior Masonry
- Exterior Appendages - Porch, Stoop, Portico, Etc.

3.5 Envelope-Roofing and Waterproofing

- Roofing Systems
- Sheet Metal Flashing
- Drainage System, Gutters, and Downspouts

3.6 Windows and Doors

- Doors
- Windows
- Hardware

- Trim
- Finishes
- 3.7 Interior Finishes
  - Wall Finish Materials
  - Ceiling Finish Materials
  - Floor Finish Materials
  - Trim and Built-ins
- 3.8 Mechanical Systems
  - Heating / Air Conditioning
  - Ventilation
  - Water Service, Plumbing and Sewer Utilities
  - Fire Suppression - Sprinklers
- 3.9 Electrical Systems
  - Electrical Service and Panels
  - Electrical Distribution System
  - Lighting
  - Fire Detection System
  - Security Alarm System
- 4.0 Analysis and Compliance
  - 4.1 Hazardous Materials
  - 4.2 Materials Analysis
  - 4.3 Zoning Code Compliance
  - 4.4 Building Code Compliance
  - 4.5 Accessibility Compliance
- 5.0 Preservation Plan
  - 5.1 Prioritized Work
  - 5.2 Phasing Plan
  - 5.3 Estimate of Probable Cost of Construction
- 6.0 Photos and Illustrations
- 7.0 Bibliography
- 8.0 Appendices
  - Drawings, Misc.

In accordance with Section 12-47-1-1201 C.R.S. (1999) The Limited Gaming Act which authorizes the Colorado Historical Society to administer the State Historical Fund as a statewide grants program.

**PROJECT BUDGET**

TASK	GRANT REQUEST	CASH MATCH	PROJECT TOTAL
Research and Report Writing			
Preservation Specialist 10 hrs @ \$95	\$950	\$0	\$950
On-Site Condition Assessment			
Preservation Specialist 26 hrs @ \$95	\$2,470	\$0	\$2,470
Analysis and Compliance			
Preservation Specialist 10 hrs @ \$95	\$950	\$0	\$950
Condition Descriptions / Recommendations			
Preservation Specialist 32 hrs @ \$95	\$3,040	\$0	\$3,040
Preservation Plan			
Preservation Specialist 16 hrs @ \$95	\$1,520	\$0	\$1,520
Photographic and Graphic Documentation			
Preservation Specialist 6 hrs @ \$95	\$570	\$0	\$570
Miscellaneous Direct Costs			
Printing, Courier, Postage and Developing	\$470	\$0	\$470
<b>PROJECT TOTALS</b>	<b>\$9,970</b>	<b>\$0</b>	<b>\$9,970</b>

11/1/2008 2:04:08 PM Exhibit B.xls

**LIST OF SUBMITTALS**

<b>Project Reports</b>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 2). Deliverables #1-3 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award \$3,988
b. Payment Request Form (Attachment 2). Deliverable #4 below must be reviewed and approved before Interim payment is made.	October 1, 2008 *	Review & Approve. Interim payment of grant award \$4,985
c. Final Financial Report (Attachment 1)	April 1, 2009 **	Review & Approve. Final payment of grant award \$997

\* Please submit Interim payment request form when majority of advance has been expended and you are ready for the next payment. This date is only a guideline.

\*\* Project period ends. All Deliverables due on or before this date.

**PROJECT DELIVERABLES**

Submit the following Project Deliverables. Deliverables #1-3 below must be reviewed and approved by SHF staff before project can start.

<u>Project Deliverables</u>	<u>Society Response</u>
1. Consultant resume	Review/Comment and or Approve
2. Subcontract copy	Review/Comment and or Approve
3. On site consultation between a Colorado licensed Architect & the SHF Historic Preservation Specialist	Review/Comment and or Approve
4. Draft Historic Structure Assessment	Review/Comment and or Approve
5. Two (2) copies of Final Historic Structure Assessment	Review/Comment and or Approve

City Council 2008-01-13-14 City of Westminster





**STATE HISTORICAL FUND  
UNDER \$25,000 GRANT  
PAYMENT REQUEST**

Grant Recipient: \_\_\_\_\_

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_

Total Amount Awarded \$ \_\_\_\_\_

Contract Period: \_\_\_\_\_

As the authorized representative of the \_\_\_\_\_

I hereby state that the above project is presently under contract with the Colorado Historical Society, State Historical Fund, and request **(complete only one section)**.

**ADVANCE PAYMENT REQUEST**

\_\_\_\_\_ An Advance Payment of no more than forty percent (40%), or as stated in the contract, of the total grant award. I further state that work has begun or will begin within the next two weeks on the project, and that an advance payment is necessary to proceed with the Scope of Work.

**INTERIM PAYMENT REQUEST (if applicable)**

\_\_\_\_\_ An Interim Payment of no more than fifty percent (50%), or as stated in the contract, of the total grant award. I further state that any advance payment received to date has been fully expended, and that an interim payment is necessary to continue with the Scope of Work.

**FINAL PAYMENT REQUEST (Must initial both lines)**

\_\_\_\_\_ A Final Payment of the remaining balance of award, minus interest earned  
**AND**

\_\_\_\_\_ Enclosed is a SHF Final Financial Report and required documentation and certification of expenditures form. payment will **NOT** be considered without a financial report.

I understand that the FINAL PAYMENT is a reimbursement, and further state that all invoices and bills reported on the final financial report have been PAID IN FULL.

\_\_\_\_\_  
Signature of Grant Recipient - Project Director

**DO NOT WRITE IN THIS AREA**

\_\_\_\_\_  
Approved for Payment

\_\_\_\_\_  
Date



## Agenda Item 10 P

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
March 31, 2008



**SUBJECT:** Resolution No. 24 re Intergovernmental Agreement with the State of Colorado re Historic Preservation Grant

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

#### Recommended City Council Action

Adopt Resolution No. 24 authorizing the City Manager to execute an Intergovernmental Agreement with the State of Colorado concerning the use of State Historical Fund grant funds awarded to the City of Westminster.

#### Summary Statement

- The City has applied for and has been awarded a grant from the State Historical Fund for a historic structure assessment of the Bowles House.
- To regulate the use and accounting of the funds the State of Colorado requires intergovernmental agreements (IGAs) to be executed before funds are disbursed.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should City Council authorize an IGA with the State of Colorado concerning the use of State Historical Fund grant money awarded for a City of Westminster historic building assessment project?

**Alternative**

Do not enter into the IGA with the State of Colorado and decline the grant money awarded by the State Historical Fund for a City historic preservation project. This alternative is not recommended because the funding supports historic preservation work and requires no matching funds from the City.

**Background Information**

Since 2002 and including the grant described in this memo, the City has received in excess of \$450,000 in grants from the State Historical Fund and the Colorado Historical Society Certified Local Government program. These grants have funded archeological and structure assessments, the exterior restoration of the Westminster Grange Hall, and reconnaissance and intensive historical resource surveys throughout the City.

Most recently, the State Historical Fund notified the City of a \$9,970 grant to fund an historic structure assessment of the Edward and Mahalia Bowles home at 3924 West 72<sup>nd</sup> Avenue. The Bowles home was built between 1871 and 1876. This structure is a significant historical site and is listed on the National Register of Historic Places. The City has concerns with the sagging foundation, cracked brick walls and deterioration of the porches. The structural assessment work will begin after the intergovernmental agreement with the State of Colorado is approved and will take six to eight months. Based on the findings of the assessment report, Staff will determine whether restoration work can be organized in phases and funded with further grant applications.

The grant does not require any matching funds from the City. The City will be reimbursed by the State Historical Fund for expenses after they are incurred.

Respectfully submitted,

J. Brent McFall  
City Manager

**Attachments**

- Resolution
- IGA with the State of Colorado

RESOLUTION

RESOLUTION NO. **24**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

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**A RESOLUTION AUTHORIZING IGA WITH THE STATE OF  
COLORADO CONCERNING THE USE OF A  
GRANT FOR HISTORIC PRESERVATION PURPOSES**

WHEREAS, the City of Westminster has been awarded the following grant from the Colorado Historical Society in support of an historic preservation project within the City:

Edward and Mahalia Bowles House	Historic Structure Assessment (2008)	\$9,970
---------------------------------	--------------------------------------	---------

WHEREAS, the State of Colorado requires IGAs to be executed before funds are disbursed, which contracts regulate the use of funds and for the grant award.

NOW, THEREFORE, the City Council of the City of Westminster resolves that the City Manager is authorized to execute and carry out the provisions of this IGA with the State of Colorado concerning the use of a grant for historic preservation purposes awarded to the City.

PASSED AND ADOPTED this 31st day of March, 2008.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney's Office



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Resolution No. 25 re Applications to State Historical Fund for Shoenberg Farm Acquisition and Rehabilitation Projects

**Prepared By:** Vicky Bunsen, Community Development Programs Coordinator

**Recommended City Council Action**

Adopt Resolution No. 25 authorizing the City Manager to execute three grant applications to the State Historical Fund as follows:

1. A grant in the amount of \$478,125 to combine with a proposed cash match of \$159,375 to acquire approximately 42,500 square feet of land, which includes seven historic structures designated as part of the Shoenberg Farm local historic landmark.
2. A grant in the approximate amount of \$300,000 to combine with a proposed cash match of \$117,879 to complete Phase I of the rehabilitation work on the Shoenberg Farm 1911 Dairy Barn.
3. A grant in the approximate amount of \$210,077 to combine with a proposed cash match of \$70,026 to complete Phase I of the rehabilitation work on the Shoenberg Farm 1911 Milk and Ice House.

**Summary Statement**

- A portion of Shoenberg Farm, including seven historic structures, is a designated local historic landmark located on the southwest corner of West 73<sup>rd</sup> Avenue and Sheridan Boulevard.
- The original farm buildings were built in 1911 as a facility for National Jewish Hospital.
- A parcel of about 3.2 acres is protected for two years pursuant to an agreement between the City, the private owner and the commercial developer of the area around Shoenberg Farm.
- The proposed acquisition grant would allow the City to purchase the historic core of Shoenberg Farm.
- The two rehabilitation grants would allow improvements to be made on two central buildings in order to prepare them for adaptive reuse.
- It is proposed to use City funds for the cash match for the acquisition grant and to borrow the cash matches for the rehabilitation grants from the Colorado Historical Foundation Revolving Loan Fund.

**Expenditure Required:** \$159,375 (acquisition grant cash match)  
\$46,980 (estimated interest-only payments for five years at 5% rate for the rehab grant cash matches)

**Source of Funds:** South Westminster CIP

## **Policy Issue**

Should City Council authorize grant applications in the amounts of \$478,125, \$300,000, and \$210,077 to the State Historical Fund, to be combined with 25% cash matches of \$159,375 (City funds), and \$187,905 (debt service of \$46,980 over five years) to acquire the historic core of Shoenberg Farm and complete two phases of rehabilitation in 2009?

## **Alternative**

Do not authorize the grant applications. This alternative is not recommended because there is no other source of available funding to acquire and begin rehabilitation work at Shoenberg Farm, which is at risk for demolition in 2009.

## **Background Information**

Shoenberg Farm was built in 1911 at the request of National Jewish Hospital by international philanthropist Louis Shoenberg. The hospital required a supply of fresh milk and eggs to treat its tuberculosis patients in the early 20th Century. Mr. Shoenberg was a founding partner with David May of May Department Stores in 1877. Jacob Tepper bought the farm in 1921 and developed a large wholesale egg and dairy facility, as well as establishing 19 Dolly Madison Ice Cream stores throughout the Denver area.

A portion of Shoenberg Farm was designated a local historic landmark on March 31, 2008. In agreement with the owner, this designation was accomplished by ordinance that exempted the owner from the regulatory provisions of the City's historic preservation ordinance. Thus, the landmark designation does not protect the structures from demolition at this time. The owner (Mr. Jerry Tepper and related business entities), the commercial developer (Cadence Development) and the City of Westminster entered into an agreement dated January 11, 2007 (the Option Agreement), in which Mr. Tepper and Cadence agreed not to demolish the Shoenberg Farm buildings for a period of two years. Cadence also agreed to help pay for assessment of the buildings (which payment will be compensated by the City's reimbursement of use tax paid by Cadence on its new construction). The Option Agreement gives the City two years to devise a plan which would rehabilitate these buildings and find users and buyers for them.

In December 2006, the State Historical Fund (SHF) awarded \$25,000 for historic structure assessments. This grant funding, combined with the developer's cash advance under the Option Agreement, allowed the City to hire architectural and structural engineering consultants to develop detailed analyses of the buildings' needs and budgets for rehabilitation. The assessments are complete and the findings and cost estimates have been used to develop a plan for rehabilitation.

It is recommended that the first steps toward preservation of Shoenberg Farm include acquisition of the historic core of the site, which includes seven structures, and commencement of rehabilitation efforts on two central buildings, the 1911 Dairy Barn and the 1911 Milk and Ice House. If these steps can be accomplished, it is anticipated that end users and purchasers of other parcels within the Shoenberg Farm site may be recruited to join the overall Shoenberg Farm preservation project.

The acquisition grant and the Dairy Barn rehabilitation grant are considered very large and no prediction can be made whether the City will be successful in attaining this level of funding in 2008. However, the historical significance of Shoenberg Farm will be a strong factor in these grant applications. The grant awards will be announced on August 1, 2008, at which time staff will review the results with City Council and seek further direction concerning acquisition and rehabilitation efforts. While the City would not be permitted to borrow the cash match if the State Historical Fund provides a 75% acquisition grant, it is possible that the cash matches for the rehabilitation projects could be borrowed from the Colorado Historical Foundation Revolving Loan Fund (RLF). The RLF does not negotiate loan terms

until after the State Historical Fund announces its grant awards, however, recent RLF loans to public entities have been made at low rates of interest. It is possible that these cash matches could be financed at 5% or at an even lower interest rate. It is proposed that the City borrow the cash matches for the rehabilitation projects and pay interest only until a private buyer of the rehabilitated space could pay off the loans.

If the acquisition grant application is successful, a closing on Lots 5 and 14A of Shoenberg Farm would be accomplished in early 2009. If the rehabilitation grant applications are successful, the Phase I rehabilitation projects will be carried out in 2009. The Phase I projects will include drainage improvements, foundation repairs, masonry repair, structural repairs and stabilization, roof replacement, and restoration of historic doors and window. Interior systems, including mechanical, electrical and plumbing, will be included in Phase II projects so that they can be completed with identified end users in mind. Concurrently with the grant applications, acquisition and rehabilitation projects, Staff will be aggressively seeking further external funding, end users and purchasers so that the entirety of the Shoenberg Farm site can be preserved and adaptively reused.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. **25**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

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**A RESOLUTION  
AUTHORIZING GRANT APPLICATIONS TO THE STATE HISTORICAL FUND FOR THE  
ACQUISITION OF A PORTION OF SHOENBERG FARM AND FOR REHABILITATION OF  
HISTORIC STRUCTURES**

WHEREAS, Shoenberg Farm is a designated local historic landmark, and

WHEREAS, the structures represent significant persons and events in Colorado history, and

WHEREAS, the structures on the landmarked parcels are in a state of serious disrepair and are at risk for demolition in 2009, and

WHEREAS, given the historic significance and landmark designation of Shoenberg Farm, it is necessary for the City to attempt to acquire it and conduct rehabilitation activity in order to preserve it,

NOW, THEREFORE, the City Council of the City of Westminster resolves that the City Manager is authorized to execute three grant applications to the State Historical Fund, to be submitted on April 1, 2008, for funding for the acquisition of a portion of Shoenberg Farm and to complete two rehabilitation projects.

PASSED AND ADOPTED this 31<sup>st</sup> day of March, 2008.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney's Office



## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between **CENTURA HEALTH CORPORATION** ("Centura"), **AZG WESTMINSTER, LLC** ("AZG"), the **CITY OF WESTMINSTER** ("City") and the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY** ("WEDA") (Centura, AZG, WEDA and the City are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties").

### RECITALS

#### **A. PARTIES.**

1. AZG is an Arizona limited liability company duly organized and authorized to do business in the State of Colorado.
2. Centura is a Colorado non-profit corporation, engaged in the business of providing health care services and facilities.
3. WEDA is an urban renewal authority, a body corporate and politic of the State of Colorado, duly formed in accordance with Colorado law.
4. The City is a home-rule municipality organized under Article XX of the Colorado Constitution, governed and managed in accordance with the City of Westminster Home Rule Charter and the City of Westminster Municipal Code (the "Code").

#### **B. PROPERTY.**

1. AZG owns certain real property located in the N1/2 NW1/4 of Section 22, Township 1 South, Range 68 West, 6th P.M. Adams County Colorado, located within the boundaries of the City, comprised of approximately 56.277 acres, more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Orchard View Property").
2. AZG has submitted to the City and the City has reviewed and approved the Sixth Amended Preliminary Development Plan for the North Huron PUD including the Orchard View Property and the property located immediately adjacent and south of the Orchard View that the City is currently considering for annexation (the "Orchard Lakes Property").
3. AZG and Centura have entered into an Agreement for Purchase and Sale ("PSA") dated April 27, 2007, as amended, that provides for Centura to purchase from AZG a portion of the Orchard View Property ("Centura Orchard View Property") for the development of medical facilities and medical office buildings ("Centura Orchard View Development").

4. A map showing the Orchard View Property, including the proposed Centura Orchard View Property is attached hereto as Exhibit "B."

**C. THE CITY AND WEDA.**

The City and WEDA acknowledge that the Centura Orchard View Development will enhance the health care services available in the City, be a benefit to the City and its residents, and promote the redevelopment objectives of WEDA. Accordingly, the City and WEDA have determined certain economic assistance is appropriate in connection with the sale and development of the Centura Orchard View Property for the Centura Orchard View Development.

**D. THE DISTRICTS.**

The Parties intend to establish public financing districts to assist in the financing of the public improvements for the development of the Orchard View Property, including the Centura Orchard View Development. These districts may include one or more General Improvement Districts ("GID's") and one or more Metropolitan Special Districts ("MSD's") pursuant to this Agreement.

**AGREEMENT**

For and in consideration of the premises and the mutual covenants and promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions related to the development of the Orchard View Property. Capitalized terms not otherwise defined herein shall have the definitions contained in the Westminster Municipal Code.

**1. Development Obligations.**

a. Centura shall endeavor in good faith to complete (i) 60,000 square feet (sf) of taxable office space and (ii) a minimum of 24,000 square feet of nontaxable or taxable medical facilities on the Centura Orchard View Property not later than December 31, 2013;

b. In addition to the 60,000 sf of Centura taxable office space described in subparagraph 1.b. above, AZG, or its successors or assigns (other than Centura) shall endeavor in good faith to construct a minimum of 60,000 sf of taxable commercial space on the Orchard View Property not later than December 31, 2013;

c. In addition to the development obligations set forth in subparagraphs 1.b. and 1.c. above, AZG, or its successors or assigns (other than Centura) shall endeavor in good faith to construct a minimum of 60,000 sf of taxable commercial space on the Orchard View Property not later than December 31, 2018;

d. In addition to the development described in subparagraph 1.b above, Centura shall endeavor in good faith to complete a minimum of 60,000 sf of taxable office space in the Centura Orchard View Property not later than December 31, 2018.

2. Interchange Cost Recovery Waiver. The City agrees to waive fifty percent (50%), or \$2,461,000, of the total \$4,922,000 144<sup>th</sup> Avenue/I-25 Interchange cost recovery obligation against the Orchard View Property, and the Centura Orchard View Property, conditioned upon closing of the PSA and transfer of fee simple title of the Centura Orchard View Property to Centura on or before December 31, 2008.

3. GID's.

a. AZG and Centura shall submit a petition pursuant to Part 6 of Article 25 of Title 31, C.R.S., for the organization of one or more General Improvement Districts (each a "GID") to secure the City Recovery Mill Levy and the City Maintenance Mill Levy (collectively, the "City Mill Levies") (hereinafter defined). The boundaries of the GID shall include all of the Orchard View Property, including the Centura Orchard View Property.

b. The GID Financed Recovery Cost means, and shall be limited to, those assessment and recovery costs listed in subsections 6.c. below, together with accrued interest.

c. A mill levy of ten (10) mills shall be levied annually by the GID(s) to pay the City the GID Financed Recovery Costs (the "City Recovery Mill Levy.") The City Recovery Mill Levy is intended to pay the City the GID Financed Recovery Costs.

d. In addition to the City Recovery Mill Levy, the GID(s) shall levy annually an additional three (3) mills to pay the City for administering the GID and for operating and maintaining the improvements that are the subject of the GID Financed Recovery Costs (the "City Maintenance Mill Levy" and together with the City Recovery Mill Levy, the "City Mill Levies"), except that the Parties agree that the McKay Drainageway shall be maintained by the MSD (as defined below) or the abutting property owner(s).

e. The City Recovery Mill Levy shall be discontinued following the year in which the City has been repaid the principal amount of the GID Financed Recovery Costs together with interest at the rate of six percent (6%) per annum on any unpaid balance. The City Maintenance Mill Levy shall continue as long as said improvements are operational. The City Recovery Mill Levy shall apply in calculating the maximum mill levy allowed pursuant to the City's Metropolitan Special District Policy in the City MSD Policy, but the City Maintenance Mill Levy shall not.

f. AZG and Centura agree to take all actions within their respective power to achieve the approvals of the GID and the City Mill Levies at the elections contemplated by C.R.S. § 31-25-607 and Section 20 of Article X of the Colorado Constitution not later than December 31, 2008. AZG and Centura also agree to take all such further or additional steps within their respective power as may be necessary to establish the GID and the City Mill Levies not later than December 31, 2008.

g. In the event the GID and City Mill Levies are not established at no fault or inaction of the City by December 31, 2008, the recoverable costs and assessments listed in Exhibit "C" shall be due and payable in accordance with the normal provisions of the City Code, provided if Centura closes on the Centura Orchard View Property on or before December 31, 2008, there

shall be no recovery required for one half of the 144th Avenue/I-25 Interchange totaling \$2,461,000.

4. MSD's.

a. AZG intends to create, with respect to the Orchard View Property, one or more Metropolitan Special Districts (each an "MSD" and together with the GID, the "Districts") pursuant to C.R.S. Title 32, which may include a master metropolitan district to facilitate financing, development, operation and maintenance of the public facilities for the Property, including development, road, utility, and drainage improvements and contemplated by the PDP (the "MSD's"). To the extent that Centura's consent to the foregoing is required by virtue of Centura's ownership of the Centura Orchard View Property, Centura shall provide such consent.

b. Subject to compliance with applicable Colorado law and the City's Metropolitan Special District Policy, and a favorable recommendation as to financial feasibility by the City's financial advisor, which shall not be unreasonably withheld, the City shall, at the earliest feasible time, act in good faith to approve preliminary (skeletal) and final service plans for the formation of the MSDs for the purpose of acquiring, constructing, installing, maintaining, financing, improving, or operating the public improvements, services, or facilities necessary for the development of the Orchard View Property, including without limitation, the recoverable costs set forth on Exhibit "C" to the extent such costs are not financed through a GID, and such other costs approved by the City in accordance with the MSD Policy.

c. AZG and Centura acknowledge that they have familiarized themselves with the City's Metropolitan Special District Policy prior to the execution of this Agreement.

d. The MSD's shall be authorized to finance and pay those cost recoveries set forth in paragraph 6 in accordance with the terms and conditions set forth therein, recognizing the recoveries set forth in section 6.c. are intended for financing through the GID. The MSD's may also construct, finance, and maintain other infrastructure improvements for the Orchard View Property to the extent permitted in the approved MSD Service Plan.

e. The City's obligations under this paragraph are intended to apply solely to the development of the Orchard View Property as contemplated by the zoning applications previously submitted by AZG and Centura.

5. WEDA Transfers. WEDA agrees that the portion of tax increment revenues which it receives which are attributable to the Districts' current and future levy of ad valorem taxes on real and personal taxable property within the Property shall be remitted to the Districts. Conditions regarding release of the funds to the Districts shall be addressed in future Intergovernmental Cooperation Agreements between WEDA, the Districts and the City, to be executed after establishment of the Districts is completed.

6. Timing and Payment of Development Assessments and Recoverable Costs.

a. The parties agree that Exhibit "C" is a complete list of the assessments and recoverable costs chargeable by the City to the Orchard View Property owned by AZG,

current as of the date of this Agreement. No increase or decrease in the actual costs of such improvements over or under the amounts set forth above shall impact the waiver of the cost impositions and cost recoveries approved and agreed to herein.

b. AZG agrees to pay the following assessments and recoveries listed on Exhibit "C" in the total principal amount of \$2,097,410.40, plus accrued interest at the rate established by City Ordinance for the recoveries at the time of platting of the Orchard View Property, or the issuance of any building permit therefor, whichever comes first.

- (i) McKay Lake Dam Renovation: \$268,856.66;
- (ii) McKay Drainageway: \$1,769,809.00;
- (iii) Huron Street  $\frac{1}{4}$  turn at 143<sup>rd</sup> Avenue: \$58,744.85.

c. The City agrees to accept property tax revenues generated from the Orchard View Property and the Centura Orchard View Property by the City Recovery Mill Levy as payment for the following assessments and recoverable costs listed on Exhibit "C" in the total principal amount of \$3,854,549.40, plus accrued interest at the rate of six percent (6%) per annum accruing as of the Effective Date of this Agreement.

- (i) Huron Street/McKay Drainage Box Culvert: \$113,500.00;
- (ii) Huron Street Improvements (Incl. 144<sup>th</sup> Avenue from Huron Street to Orchard Parkway): \$441,459.25;
- (iii) Huron Street Improvements (right-of-way): \$781,549.11;
- (iv) North Huron Water Main: \$34,932.75;
- (v) North Area Sewer Main: \$22,108.42; and
- (vi) One half of the 144th Avenue/I-25 Interchange Cost Recovery: \$2,461,000.

d. The provisions of this Paragraph 6 are expressly conditioned upon (1) closing on the Centura PSA and transfer of title to Centura of the Centura Orchard View Property not later than December 31, 2008, and (2) establishment of the GID and City Mill Levies not later than December 31 2008. In the event of a failure of any of the foregoing two conditions, the provisions of this Paragraph 6 shall become null and void and the assessments and charges listed in paragraph 6.c shall be due and payable in accordance with the normal provisions of City Code.

7. **Centura Use Tax Rebate.**

a. The City will rebate to Centura (or such assignee or designee), the following fees and taxes resulting from the construction of the Centura Orchard View Property Improvements:

(i) For a period of ten (10) years from the date Centura closes on the Centura Orchard View Property, sixty percent (60%) of all City Building Inspection Fees and related Building Permit Fees (excluding water and sewer tap fees) required under W.M.C. Section 11-10-3(F).

(ii) For a period of ten (10) years from the date Centura closes on the Centura Orchard View Property, sixty percent (60%) of all City Use Taxes imposed and that would be collected in connection with the construction of the Centura Orchard View Improvements, including, without limitation, the general building use tax paid on construction materials required under W.M.C. Section 4-2-9 and 4-2-3 (excluding the City's .25% Open Space Tax and .6% Public Safety Tax).

b. The rebates will be paid by the City in quarterly installments from fees and taxes actually collected and received by the City. The payment of each quarterly installment shall be made within 20 days after the calendar quarter end and will be submitted electronically.

8. Additional Development Costs. Except for assessments imposed on the Centura Orchard View Property by the GID and the MSD, the City shall not impose any off-site or on-site costs or seek recovery for off-site or on-site public improvements on or from the Centura Orchard View Property with respect to the items listed on Exhibit "C." Centura shall be responsible for development or impact fees separately assessed in connection with improvements built on the Centura Orchard View Property to the extent the same are typically payable at the time of obtaining building permits from the City as applied on a non-discriminatory basis.

9. Centura Development Plans and Construction. No later than thirty six (36) months after execution of this Agreement, Centura shall submit to the City an Official Development Plan and Preliminary Development Plan(s) for the initial Centura Orchard View Improvements in accordance with the standards and procedures provided for in the Code, consistent with the City Comprehensive Plan. The Parties acknowledge that Centura Orchard View Improvements will occur in phases, each phase to be submitted to the City for final review and approval consistent with the Code requirements. To the extent permitted by the Code, the Preliminary Development Plan shall be processed simultaneously with the other City approvals required in advance of construction, including without limitation the Official Development Plan and Final Plat.

10. Final Approvals. Upon final City approval of the Official Development Plan for the Orchard View Property the terms and conditions hereof shall be deemed as having been incorporated into and made a part of the Official Development Plan.

11. Default. In the event of a breach of this Agreement by a Party, before taking formal legal action, the Parties shall first attempt in good faith to resolve the alleged breach through negotiation, followed by mediation, if necessary. If negotiation and mediation do not

result in a resolution acceptable to all Parties, the non-defaulting Party may take any of one or more of the following actions solely with respect to the defaulting Party (and the defaulting Party's property subject to this Agreement):

a. The City may suspend permits, authorizations, or payments requested by or attributed to the defaulting Party until the default is cured; or

b. The non-defaulting Party may bring an action in the District Court against the defaulting Party for (i) specific performance of this Agreement, or alternatively, (ii) injunctive relief requiring the performance of the obligations contained in this Agreement.

c. In no event shall AZG or Centura be entitled to recover monetary damages against the City, direct, indirect, consequential, or otherwise and whether foreseeable or not. Except for the nonpayment of assessments or recoverable costs as provided for in this Agreement, the City shall not be entitled to recover monetary damages against AZG or Centura, direct, indirect, consequential, or otherwise and whether foreseeable or not.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns or transferees of the Parties, whether occurring before or after Final Approval upon the express agreement and assumption by any assignee to construct and develop the improvements approved for the Orchard View Property consistent with the Official Development Plan approved by the City.

13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any legal defects in this Agreement.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Adams County, Colorado.

15. Notice. Any notice required under this Agreement shall be in writing and shall be deemed to have been duly delivered in the case of personal delivery upon actual receipt; or in the case of notices provided by certified mail, return receipt requested or postage prepaid, upon acceptance or refusal of delivery, or on the third business day after mailing; or in the case of notices sent by Federal Express or a similar reputable overnight courier service as of 5:00 p.m. on the immediately following business day after deposit; or in the case of notice transmitted by telecopier, facsimile, or electronic mail on the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after confirmation of transmission. Either party by notice so given may change the address to which future notices shall be sent.

a. Notice to the City and WEDA:

The City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031  
Attention: Brent McFall, City Manager  
Telephone: (303) 430-2400, x2010

With copies to:

Westminster City Attorney's Office  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Attention: Marty McCullough, City Attorney  
Telephone: (303) 430-2400, x2231

b. Notice to Centura:

Centura Health Corporation  
188 Inverness Drive, Suite 500  
Englewood, Colorado 80112  
Attention: Kris Ordelheide, Esq.  
Telephone: (303) 804 8104  
Telecopy: (303) 804 8190

With copies to:

Kutak Rock LLP  
1801 California Street, Suite 3100  
Denver, Colorado 80202  
Attn: William S. Martin, Esq.  
Telephone: (303) 297 2400  
Telecopy: (303) 292 7799

c. Notice to AZG:

AZG Westminster, LLC  
Arizona Gold Properties  
1129 South Oakland, Suite 101  
Mesa, AZ 85206  
Attention: Rob Friend  
Telephone: (480) 353-2915  
Telecopy: (480) 985-4242

With copies to:

David Treadwell, Esq.  
Biltmore Companies  
5460 S. Quebec St. #300



Greenwood Village, CO 80111  
Ph: 303-721-1516 x307  
Fax: 303-770-7383  
david@biltmore.biz

16. Amendments. This Agreement may be amended only by written agreement between the Parties.

17. Termination.

(a) This Agreement may be terminated by mutual agreement of the Parties or their respective successors or assigns.

(b) This Agreement shall be deemed as terminated upon full performance of the duties, responsibilities and obligations contained herein, and the Parties agree to execute any documents any other party may request to confirm said termination.

(c) If Centura and AZG do not close on the PSA for the Centura Orchard View Property on or before December 31, 2008, and the parties have not entered into a mutually acceptable extension of the Purchase and Sale Agreement scheduled to close at a date acceptable to the City, this Agreement shall be deemed as terminated without further action or approval of any Party.

(d) Upon termination, the Parties shall have no further rights, obligations or duties hereunder unless such rights, duties and obligations are expressly recognized to survive termination.

18. Authority. All Parties represent and warrant that the person signing this Agreement on behalf of each Party has been duly authorized to execute and enter into this Agreement, and that the terms, conditions and obligations contained here binding on the Party upon execution.

19. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

20. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales and use tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of

contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Effective Date. The Effective Date of this Agreement is the date stated on page 1 hereof. This Agreement shall be deemed a covenant running with the Orchard View Property.

23. Recording. Any party hereto may record this Agreement or a memorandum hereof with the Clerk and Recorder's Office for Adams County, Colorado.

24. Several Liability. The parties hereto acknowledge and agree that the responsibilities of AZG and Centura under this Agreement and with respect to the City Mill Levies and the MSD Mill Levies are several and not joint and several.

**CITY OF WESTMINSTER:**

**CENTURA HEALTH CORPORATION,  
a Colorado non-profit corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AZG Westminster LLC, an Arizona  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Westminster Economic  
Development Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
March 31, 2008



**SUBJECT:** Councillor's Bill No. 16 re Economic Development Agreement for the Orchard View and Centura Health Project

**Prepared By:** Susan Grafton, Economic Development Manager

**Recommended City Council Action**

Pass Councillor's Bill No. 16 on first reading authorizing the City Manager to execute and implement an Economic Development Agreement between the City, Westminster Economic Development Authority (WEDA), Centura Health Corporation and AZG Westminster, LLC in substantially the same form as attached.

**Summary Statements**

- An Economic Development Agreement (EDA) has been negotiated with the developers of the Orchard View development and Centura Health Corporation. The primary purpose of this EDA is to secure the Centura Health Corporation's planned 40 acre medical complex at the southwest corner of I-25 and 144<sup>th</sup> Avenue.
- The agreement calls for a 60% rebate of Building Permit Fees and Construction Use Tax, a waiver of a portion of the recovery due on the project and an allowance of the financing of a portion of the recoveries.
- Centura is anticipating starting construction on their 24,000 s.f. emergency care facility, which is the first phase of their facility, this summer.

**Expenditure Required:** N/A

**Source of Funds:** The City is not fronting any funds for this Economic Development Agreement. It will be funded through fee and tax rebates and waiver of part of the recoveries due.

### **Policy Issues**

- 1.) Should the City allow for a waiver of a portion of the recoveries due?
- 2.) Should the City allow the financing of the recoveries through a General Improvement District?
- 3.) Should the City allow for the rebating of Building Permit Fees and Construction Use Tax?

### **Alternatives**

The attached agreement has been negotiated by the parties for the past year. If Council is uncomfortable with it in its current form, the alternatives are: 1.) to send the agreement back for further negotiations; or 2.) to completely deny the agreement.

### **Background Information**

Orchard Park Place is located on the south side of 144<sup>th</sup> Avenue at the I-25 interchange.

The EDA is actually a multi-party agreement that includes the following parties:

1. Centura Health Corporation: (aka St. Anthony Hospital) – They will develop a 40 acre medical complex that will employ up to 800 people at build-out. They are scheduled to close the purchase on the eastern portion of the Orchard View property in late April 2008.
2. AZG Westminster, LLC: (aka Arizona Gold Development) – AZG is a retail developer from Arizona, which currently owns all of the 56 acre parcel known as Orchard View. They are selling the eastern 40 acres to Centura.
3. City of Westminster
4. Westminster Economic Development Authority (WEDA) – The property is in the North Huron Urban Renewal District.

This project is important to the City's economic development efforts because:

- A new major medical complex and employer for the City is being provided.
- It will provide daytime population to support the retail development occurring in the North I-25 area (i.e. the Orchard and Westminster Crossings areas).
- It will help jump start the vision of having a significant business park/employment center along I-25, north of 136<sup>th</sup> Avenue.
- The medical industry is considered part of the growth sector and this project will have a positive affect on the City's long-term economic outlook.
- The project gets the road and utility infrastructure in place that will facilitate future business development in the area.

### Developer Obligations

The agreement contains development targets for Centura and AZG. Although these are not requirements, Staff believes that once Centura closes on its Purchase and Sales Agreement with AZG, Centura's construction of its facilities will quickly catalyze the achievement of these targets. In summary, the targets include:

#### Commercial Development:

By 2013 – 144,000 square feet of medical facilities, commercial space, and office buildings to be built by Centura and AZG.

By 2018 –120,000 square feet of additional medical facilities, commercial space and office buildings to be built by Centura and AZG.

City Assistance

The assistance provided by the City is generally as follows:

1. General Improvement District (GID) financing and partial waiver of recoveries due against the Orchard View property.
  2. Allowance of a Metropolitan District to facilitate financing of the developer's public improvements.
  3. Rebate of 60% of the permit fees for the Centura portion of the project.
  4. Rebate of 60% of the building construction use tax for the Centura portion of the project.
- 1.) Recoveries – Financing - Over the entire 56 acres, there are over \$8.4 million of recoveries and assessments due. This includes \$4.9 million for a portion of 144<sup>th</sup> Avenue interchange cost. The developers requested that the City either waive or allow the financing of the recoveries.

In response, the EDA provides for the following:

- a. I-25/144<sup>th</sup> Avenue Interchange Assessment - Waive half of this assessment and recoup the other \$2,461,000 through a GID property tax levy. The waiver of half the assessment is a direct benefit to Centura and allows them to purchase the property at a lower cost.
- b. The developer will pay recoveries and assessments up front to help cover costs relative to the McKay Lake outfall improvements: \$2,097,410.
- c. Total recoveries and assessment to be financed through a GID: \$3,854,549 (inclusive of \$2.4 million for the portion of the interchange recovery that was not waived).
- d. GID Financing:  
The General Improvement District will be set up to reimburse the City for recoveries due. The terms of the financing are as follows:

City Recovery Mill Levy: 10 mills will go toward payment of the \$3,854,549 recoveries and assessments. This mill levy will end once the principle and interest is paid to the City.

City Maintenance Mill Levy: 3 mills will be put in place and will continue indefinitely to compensate the City for maintenance of the new public infrastructure built for the development and the City's standard administrative service fee.

Interest Rate: This will be assessed at 6% per annum against the principle balance of the recoveries and assessments.

- 2.) Metropolitan Special Districts (MSD) Financing - The EDA provides for the establishment of MSD's on the property by the developer. "Skeletal" Metropolitan District service plans have been received and reviewed by staff; one of which has already been approved. The MSD financing allows lower interest financing for development of publicly related infrastructure and improvements.
- 3.) Centura Assistance - The agreement provides for rebates for Building Permit Fees and Building Use Tax related to the Centura project. The EDA provides the following:
- a.) 60% rebate of certain Centura building related fees for 10 years.
  - b.) 60% rebate of the Centura general Building Use Tax (not including the Public Safety and Open Space Tax) for 10 years.
  - c.) These rebates are limited only to development on the 40 acres which Centura will be developing.
  - d.) The exact dollar amount of the rebates are unknown, but is expected to apply to at least 144,000 s.f. of medical offices and ambulatory care facilities.

Conclusion:

The development of the Orchard View property helps facilitate the development of the City's newest employment center. The first major tenant of this development will be Centura Health. Including Centura's medical facilities, commitments are being made to develop 264,000 s.f. of commercial, office, and medical buildings by 2018. The City's investment is a waiver of permit fees and Construction Use Tax for Centura; a waiver of \$2.4 million in recoveries for the 144<sup>th</sup> Avenue Interchange; and financing \$4.1 million recoveries with a 10 mil GID over 35 years at 6% interest. The City's goals for economic diversity and basic employment growth will be met through this project.

The economic development assistance is a good deal for the City for the following reasons:

- 1.) The 3 mill maintenance mill levy assessed indefinitely against the project.
- 2.) The new jobs that will be filling the 264,000 s.f. of new commercial and medical related space.
- 3.) The increase in sales tax dollars, resulting from AZG's retail development and the new day time population being created by the Orchard View and Centura Health Corporation.
- 4.) The increase in property tax dollars from the development.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment:

- Agreement
- Resolution

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **16**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT  
WITH WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, CENTURA HEALTH  
CORPORATION, AND AZG WESTMINSTER, LLC**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to generate additional tax revenue and remain competitive with other local governments in offering assistance for development of new projects in the City; and

WHEREAS, Centura Health Corporation and AZG Westminster, LLC plan to build approximately 264,000 s.f. of medical and commercial space in the Orchard View development; and

WHEREAS, a proposed Economic Development Agreement between the City, WEDA, Centura Health Corporation and AZG Westminster, LLC is incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with WEDA, Centura Health Corporation and AZG Westminster, LLC, and upon execution of the Agreement to fund and implement said Agreement.

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

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 31st day of March, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of April, 2008.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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



**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
WESTMINSTER CITY HALL, 4800 W. 92<sup>ND</sup> AVENUE  
MONDAY, March 31, 2008  
7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting (February 25, 2008)**
- 3. New Business**
  - A. Resolution No. 101 re EDA for the Orchard View and Centura Health Project
  - B. Resolution No. 102 re 4<sup>th</sup> Quarter 2007 Housekeeping Items and Supplemental Appropriation
  - C. Ratify Payments for 72<sup>nd</sup> Avenue and Sheridan Boulevard Improvements
  - D. Ratify Use of Bond Proceeds for a Land Purchase at 146<sup>th</sup> Avenue and I-25
  - E. Ratify Payment to Adams County Combined Court re Holly Park Development
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
MONDAY, MARCH 31, 2008 AT 8:17 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Dittman, and Board Members Briggs, Kaiser, Lindsey, Major, and Winter. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney for the Authority, and Carla Koeltzow, Acting Secretary.

CONSIDERATION OF MINUTES

Board Member Briggs moved, seconded by Kaiser, to approve the minutes of the meeting of February 25, 2008 with no additions or corrections. The motion carried unanimously.

RESOLUTION NO. 101 RE EDA FOR THE ORCHARD VIEW AND CENTURA HEALTH PROJECT

Vice Chairperson Dittman moved, seconded by Major, to adopt Resolution No. 101 authorizing the Executive Director to execute and implement the Economic Development Agreement between the City of Westminster, the Westminster Economic Development Authority, Centura Health Corporation and AZG Westminster, LLC in substantially the same form as distributed. The motion carried unanimously on roll call vote.

RESOLUTION NO. 102 RE 4<sup>TH</sup> QUARTER 2007 SUPPLEMENTAL APPROPRIATION

Board Member Major moved, seconded by Dittman, to adopt Resolution No. 102 authorizing a supplemental appropriation for a net appropriation reduction of \$826,986 to the 2007 budget of the Westminster Economic Development Authority. The motion carried unanimously on roll call vote.

RATIFY PAYMENTS FOR 72<sup>ND</sup> AVENUE AND SHERIDAN BOULEVARD IMPROVEMENTS

Board Member Major moved to ratify payments totaling \$122,613 for right-of-way, easements and utility payments for the 72<sup>nd</sup> Avenue and Sheridan Boulevard improvements. Board Member Lindsey seconded the motion and it carried unanimously.

RATIFY USE OF BOND PROCEEDS FOR A LAND PURCHASE AT 146<sup>TH</sup> AVENUE AND I-25

Board Member Major moved to ratify the use of bond proceeds of \$139,356 as the source of funding for a portion of the land purchased at 146<sup>th</sup> Avenue and I-25. Vice Chairperson Dittman seconded the motion and it carried unanimously.

RATIFY PAYMENT TO ADAMS COUNTY COURT RE HOLLY PARK DEVELOPMENT

Board Member Major moved to ratify the payment of \$750,000 to Adams County Combined Court in accordance with their Order dated January 3, 2007 for the purchase of the Holly Park development. Board Member Winter seconded the motion and it carried unanimously.

ADJOURNMENT

There being no other business to come before the Authority, the meeting adjourned at 8:20 p.m.

ATTEST:

\_\_\_\_\_  
Acting Secretary

\_\_\_\_\_  
Chairperson

# WEDA Agenda Item 3 A

## Agenda Memorandum

Westminster Economic Development Authority Meeting  
March 31, 2008



**SUBJECT:** Resolution No. 101 re Economic Development Agreement for the Orchard View and Centura Health Project

**Prepared By:** Susan Grafton, Economic Development Manager

### Recommended Board Action

Adopt Resolution No. 101 authorizing the Executive Director to execute and implement the Economic Development Agreement between the City of Westminster, the Westminster Economic Development Authority (WEDA), Centura Health Corporation and AZG Westminster, LLC in substantially the same form as attached.

### Summary Statements

- An Economic Development Agreement (EDA) has been negotiated with the developers of the Orchard View development and Centura Health Corporation. The primary purpose of this EDA is to secure the Centura Health Corporation's planned 40 acre medical complex at the southwest corner of I-25 and 144<sup>th</sup> Avenue.
- The agreement calls for a 60% rebate of Building Permit Fees and Construction Use Tax, a waiver of a portion of the recovery due on the project and an allowance of the financing of a portion of the recoveries.
- Centura is anticipating starting construction on their 24,000 s.f. emergency care facility, which is the first phase of their facility, this summer.

**Expenditure Required:** N/A

**Source of Funds:** This Economic Development Agreement will be funded through fee and tax rebates and waiver of part of the recoveries due.

## **Policy Issue**

Should the Authority proceed with this agreement?

## **Alternatives**

The attached agreement has been negotiated by the parties for the past year. If the Authority is uncomfortable with it in its current form, the alternatives are: 1.) to send the agreement back for further negotiations; or 2.) to completely deny the agreement.

## **Background Information**

Orchard Park Place is located on the south side of 144<sup>th</sup> Avenue at the I-25 interchange.

The EDA is actually a multi-party agreement that includes the following parties:

1. Centura Health Corporation: (aka St. Anthony Hospital) – They will develop a 40 acre medical complex that will employ up to 800 people at build-out. They are scheduled to close the purchase on the eastern portion of the Orchard View property in late April 2008.
2. AZG Westminster, LLC: (aka Arizona Gold Development) – AZG is a retail developer from Arizona, which currently owns all of the 56 acre parcel known as Orchard View. They are selling the eastern 40 acres to Centura.
3. City of Westminster
4. Westminster Economic Development Authority (WEDA) – The property is in the North Huron Urban Renewal District.

This project is important to the City's economic development efforts because:

- A new major medical complex and employer for the City is being provided.
- It will provide daytime population to support the retail development occurring in the North I-25 area (i.e. the Orchard and Westminster Crossings areas).
- It will help jump start the vision of having a significant business park/employment center along I-25, north of 136<sup>th</sup> Avenue.
- The medical industry is considered part of the growth sector and this project will have a positive affect on the City's long-term economic outlook.
- The project gets the road and utility infrastructure in place that will facilitate future business development in the area.

## Developer Obligations

The agreement contains development targets for Centura and AZG. Although these are not requirements, Staff believes that once Centura closes on its Purchase and Sales Agreement with AZG, Centura's construction of its facilities will quickly catalyze the achievement of these targets. In summary, the targets include:

### Commercial Development:

By 2013 – 144,000 square feet of medical facilities, commercial space, and office buildings to be built by Centura and AZG.

By 2018 –120,000 square feet of additional medical facilities, commercial space and office buildings to be built by Centura and AZG.

City Assistance

The assistance provided by the City is generally as follows:

1. General Improvement District (GID) financing and partial waiver of recoveries due against the Orchard View property.
  2. Allowance of a Metropolitan District to facilitate financing of the developer's public improvements.
  3. Rebate of 60% of the permit fees for the Centura portion of the project.
  4. Rebate of 60% of the building construction use tax for the Centura portion of the project.
- 1.) Recoveries – Financing - Over the entire 56 acres, there are over \$8.4 million of recoveries and assessments due. This includes \$4.9 million for a portion of 144<sup>th</sup> Avenue interchange cost. The developers requested that the City either waive or allow the financing of the recoveries.

In response, the EDA provides for the following:

- a. I-25/144<sup>th</sup> Avenue Interchange Assessment - Waive half of this assessment and recoup the other \$2,461,000 through a GID property tax levy. The waiver of half the assessment is a direct benefit to Centura and allows them to purchase the property at a lower cost.
- b. The developer will pay recoveries and assessments up front to help cover costs relative to the McKay Lake outfall improvements: \$2,097,410.
- c. Total recoveries and assessment to be financed through a GID: \$3,854,549 (inclusive of \$2.4 million for the portion of the interchange recovery that was not waived).
- d. GID Financing:

The General Improvement District will be set up to reimburse the City for recoveries due. The terms of the financing are as follows:

City Recovery Mill Levy: 10 mills will go toward payment of the \$3,854,549 recoveries and assessments. This mill levy will end once the principle and interest is paid to the City.

City Maintenance Mill Levy: 3 mills will be put in place and will continue indefinitely to compensate the City for maintenance of the new public infrastructure built for the development and the City's standard administrative service fee.

Interest Rate: This will be assessed at 6% per annum against the principle balance of the recoveries and assessments.

- 2.) Metropolitan Special Districts (MSD) Financing - The EDA provides for the establishment of MSD's on the property by the developer. "Skeletal" Metropolitan District service plans have been received and reviewed by staff; one of which has already been approved. The MSD financing allows lower interest financing for development of publicly related infrastructure and improvements.
- 3.) Centura Assistance - The agreement provides for rebates for Building Permit Fees and Building Use Tax related to the Centura project. The EDA provides the following:
- a.) 60% rebate of certain Centura building related fees for 10 years.
  - b.) 60% rebate of the Centura general Building Use Tax (not including the Public Safety and Open Space Tax) for 10 years.
  - c.) These rebates are limited only to development on the 40 acres which Centura will be developing.
  - d.) The exact dollar amount of the rebates are unknown, but is expected to apply to at least 144,000 s.f. of medical offices and ambulatory care facilities.

Conclusion:

The development of the Orchard View property helps facilitate the development of the City's newest employment center. The first major tenant of this development will be Centura Health. Including Centura's medical facilities, commitments are being made to develop 264,000 s.f. of commercial, office, and medical buildings by 2018. The City's investment is a waiver of permit fees and Construction Use Tax for Centura; a waiver of \$2.4 million in recoveries for the 144<sup>th</sup> Avenue Interchange; and financing \$4.1 million recoveries with a 10 mil GID over 35 years at 6% interest. The City's goals for economic diversity and basic employment growth will be met through this project.

This upfront outlay is minimized by:

- 1.) The 3 mill maintenance mill levy assessed indefinitely against the project.
- 2.) The new jobs that will be filling the 264,000 s.f. of new commercial and medical related space.
- 3.) The increase in sales tax dollars, resulting from AZG's retail development and the new day time population being created by the Orchard View and Centura Health Corporation.
- 4.) The increase in property tax dollars from the development.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment:  
Agreement  
Resolution

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **101**

INTRODUCED BY COMMISSIONERS

SERIES OF 2008

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**ECONOMIC REDEVELOPMENT AGREEMENT  
WITH THE CITY OF WESTMINSTER, CENTURA HEALTH CORPORATION, AND AZG  
WESTMINSTER, LLC**

WHEREAS, the Westminster Economic Development Authority (“WEDA”) has indicated its desire to improve and develop the southeast corner of 144th Avenue and I-25, within the North Huron Urban Renewal Area; and

WHEREAS, Centura Health Corporation and AZG Westminster, LLC are committed to building approximately 264,000 s.f. of medical and commercial development.

NOW, THEREFORE, the Board of Commissioners of the Westminster Economic Development Authority resolves that:

Section 1. The Executive Director of the Authority is hereby authorized to execute and implement the Economic Development Agreement with the City of Westminster, Centura Health Corporation and AZG Westminster, LLC in substantially the same form as attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 31st day of March, 2008.

ATTEST:

WESTMINSTER ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Nancy McNally, Chair

## **ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement ("Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between **CENTURA HEALTH CORPORATION** ("Centura"), **AZG WESTMINSTER, LLC** ("AZG"), the **CITY OF WESTMINSTER** ("City") and the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY** ("WEDA") (Centura, AZG, WEDA and the City are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties").

### **RECITALS**

#### **A. PARTIES.**

1. AZG is an Arizona limited liability company duly organized and authorized to do business in the State of Colorado.
2. Centura is a Colorado non-profit corporation, engaged in the business of providing health care services and facilities.
3. WEDA is an urban renewal authority, a body corporate and politic of the State of Colorado, duly formed in accordance with Colorado law.
4. The City is a home-rule municipality organized under Article XX of the Colorado Constitution, governed and managed in accordance with the City of Westminster Home Rule Charter and the City of Westminster Municipal Code (the "Code").

#### **B. PROPERTY.**

1. AZG owns certain real property located in the N1/2 NW1/4 of Section 22, Township 1 South, Range 68 West, 6th P.M. Adams County Colorado, located within the boundaries of the City, comprised of approximately 56.277 acres, more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Orchard View Property").
2. AZG has submitted to the City and the City has reviewed and approved the Sixth Amended Preliminary Development Plan for the North Huron PUD including the Orchard View Property and the property located immediately adjacent and south of the Orchard View that the City is currently considering for annexation (the "Orchard Lakes Property").
3. AZG and Centura have entered into an Agreement for Purchase and Sale ("PSA") dated April 27, 2007, as amended, that provides for Centura to purchase from AZG a portion of the Orchard View Property ("Centura Orchard View Property") for the development of medical facilities and medical office buildings ("Centura Orchard View Development").



4. A map showing the Orchard View Property, including the proposed Centura Orchard View Property is attached hereto as **Exhibit "B."**

**C. THE CITY AND WEDA.**

The City and WEDA acknowledge that the Centura Orchard View Development will enhance the health care services available in the City, be a benefit to the City and its residents, and promote the redevelopment objectives of WEDA. Accordingly, the City and WEDA have determined certain economic assistance is appropriate in connection with the sale and development of the Centura Orchard View Property for the Centura Orchard View Development.

**D. THE DISTRICTS.**

The Parties intend to establish public financing districts to assist in the financing of the public improvements for the development of the Orchard View Property, including the Centura Orchard View Development. These districts may include one or more General Improvement Districts ("GID's") and one or more Metropolitan Special Districts ("MSD's") pursuant to this Agreement.

**AGREEMENT**

For and in consideration of the premises and the mutual covenants and promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions related to the development of the Orchard View Property. Capitalized terms not otherwise defined herein shall have the definitions contained in the Westminster Municipal Code.

1. Development Obligations.

a. Centura shall endeavor in good faith to complete (i) 60,000 square feet (sf) of taxable office space and (ii) a minimum of 24,000 square feet of nontaxable or taxable medical facilities on the Centura Orchard View Property not later than December 31, 2013;

b. In addition to the 60,000 sf of Centura taxable office space described in subparagraph 1.b. above, AZG, or its successors or assigns (other than Centura) shall endeavor in good faith to construct a minimum of 60,000 sf of taxable commercial space on the Orchard View Property not later than December 31, 2013;

c. In addition to the development obligations set forth in subparagraphs 1.b. and 1.c. above, AZG, or its successors or assigns (other than Centura) shall endeavor in good faith to construct a minimum of 60,000 sf of taxable commercial space on the Orchard View Property not later than December 31, 2018;

d. In addition to the development described in subparagraph 1.b above, Centura shall endeavor in good faith to complete a minimum of 60,000 sf of taxable office space in the Centura Orchard View Property not later than December 31, 2018.

2. Interchange Cost Recovery Waiver. The City agrees to waive fifty percent (50%), or \$2,461,000, of the total \$4,922,000 144<sup>th</sup> Avenue/I-25 Interchange cost recovery obligation against the Orchard View Property, and the Centura Orchard View Property, conditioned upon closing of the PSA and transfer of fee simple title of the Centura Orchard View Property to Centura on or before December 31, 2008.

3. GID's.

a. AZG and Centura shall submit a petition pursuant to Part 6 of Article 25 of Title 31, C.R.S, for the organization of one or more General Improvement Districts (each a "GID") to secure the City Recovery Mill Levy and the City Maintenance Mill Levy (collectively, the "City Mill Levies") (hereinafter defined). The boundaries of the GID shall include all of the Orchard View Property, including the Centura Orchard View Property.

b. The GID Financed Recovery Cost means, and shall be limited to, those assessment and recovery costs listed in subsections 6.c. below, together with accrued interest.

c. A mill levy of ten (10) mills shall be levied annually by the GID(s) to pay the City the GID Financed Recovery Costs (the "City Recovery Mill Levy.") The City Recovery Mill Levy is intended to pay the City the GID Financed Recovery Costs.

d. In addition to the City Recovery Mill Levy, the GID(s) shall levy annually an additional three (3) mills to pay the City for administering the GID and for operating and maintaining the improvements that are the subject of the GID Financed Recovery Costs (the "City Maintenance Mill Levy" and together with the City Recovery Mill Levy, the "City Mill Levies"), except that the Parties agree that the McKay Drainageway shall be maintained by the MSD (as defined below) or the abutting property owner(s).

e. The City Recovery Mill Levy shall be discontinued following the year in which the City has been repaid the principal amount of the GID Financed Recovery Costs together with interest at the rate of six percent (6%) per annum on any unpaid balance. The City Maintenance Mill Levy shall continue as long as said improvements are operational. The City Recovery Mill Levy shall apply in calculating the maximum mill levy allowed pursuant to the City's Metropolitan Special District Policy in the City MSD Policy, but the City Maintenance Mill Levy shall not.

f. AZG and Centura agree to take all actions within their respective power to achieve the approvals of the GID and the City Mill Levies at the elections contemplated by C.R.S. § 31-25-607 and Section 20 of Article X of the Colorado Constitution not later than December 31, 2008. AZG and Centura also agree to take all such further or additional steps within their respective power as may be necessary to establish the GID and the City Mill Levies not later than December 31, 2008.

f. In the event the GID and City Mill Levies are not established at no fault or inaction of the City by December 31, 2008, the recoverable costs and assessments listed in Exhibit "C" shall be due and payable in accordance with the normal provisions of the City Code, provided if Centura closes on the Centura Orchard View Property on or before December 31, 2008, there

shall be no recovery required for one half of the 144th Avenue/I-25 Interchange totaling \$2,461,000.

4. MSD's.

a. AZG intends to create, with respect to the Orchard View Property, one or more Metropolitan Special Districts (each an "MSD" and together with the GID, the "Districts") pursuant to C.R.S. Title 32, which may include a master metropolitan district to facilitate financing, development, operation and maintenance of the public facilities for the Property, including development, road, utility, and drainage improvements and contemplated by the PDP (the "MSD's"). To the extent that Centura's consent to the foregoing is required by virtue of Centura's ownership of the Centura Orchard View Property, Centura shall provide such consent.

b. Subject to compliance with applicable Colorado law and the City's Metropolitan Special District Policy, and a favorable recommendation as to financial feasibility by the City's financial advisor, which shall not be unreasonably withheld, the City shall, at the earliest feasible time, act in good faith to approve preliminary (skeletal) and final service plans for the formation of the MSDs for the purpose of acquiring, constructing, installing, maintaining, financing, improving, or operating the public improvements, services, or facilities necessary for the development of the Orchard View Property, including without limitation, the recoverable costs set forth on Exhibit "C" to the extent such costs are not financed through a GID, and such other costs approved by the City in accordance with the MSD Policy.

c. AZG and Centura acknowledge that they have familiarized themselves with the City's Metropolitan Special District Policy prior to the execution of this Agreement.

d. The MSD's shall be authorized to finance and pay those cost recoveries set forth in paragraph 6 in accordance with the terms and conditions set forth therein, recognizing the recoveries set forth in section 6.c. are intended for financing through the GID. The MSD's may also construct, finance, and maintain other infrastructure improvements for the Orchard View Property to the extent permitted in the approved MSD Service Plan.

e. The City's obligations under this paragraph are intended to apply solely to the development of the Orchard View Property as contemplated by the zoning applications previously submitted by AZG and Centura.

5. WEDA Transfers. WEDA agrees that the portion of tax increment revenues which it receives which are attributable to the Districts' current and future levy of ad valorem taxes on real and personal taxable property within the Property shall be remitted to the Districts. Conditions regarding release of the funds to the Districts shall be addressed in future Intergovernmental Cooperation Agreements between WEDA, the Districts and the City, to be executed after establishment of the Districts is completed.

6. Timing and Payment of Development Assessments and Recoverable Costs.

a. The parties agree that **Exhibit "C"** is a complete list of the assessments and recoverable costs chargeable by the City to the Orchard View Property owned by AZG,

current as of the date of this Agreement. No increase or decrease in the actual costs of such improvements over or under the amounts set forth above shall impact the waiver of the cost impositions and cost recoveries approved and agreed to herein.

b. AZG agrees to pay the following assessments and recoveries listed on **Exhibit "C"** in the total principal amount of \$2,097,410.40, plus accrued interest at the rate established by City Ordinance for the recoveries at the time of platting of the Orchard View Property, or the issuance of any building permit therefor, whichever comes first.

- (i) McKay Lake Dam Renovation: \$268,856.66;
- (ii) McKay Drainageway: \$1,769,809.00;
- (iii) Huron Street  $\frac{3}{4}$  turn at 143<sup>rd</sup> Avenue: \$58,744.85.

c. The City agrees to accept property tax revenues generated from the Orchard View Property and the Centura Orchard View Property by the City Recovery Mill Levy as payment for the following assessments and recoverable costs listed on **Exhibit "C"** in the total principal amount of \$3,854,549.40, plus accrued interest at the rate of six percent (6%) per annum accruing as of the Effective Date of this Agreement.

- (i) Huron Street/McKay Drainage Box Culvert: \$113,500.00;
- (ii) Huron Street Improvements (Incl. 144<sup>th</sup> Avenue from Huron Street to Orchard Parkway): \$441,459.25;
- (iii) Huron Street Improvements (right-of-way): \$781,549.11;
- (iv) North Huron Water Main: \$34,932.75;
- (v) North Area Sewer Main: \$22,108.42; and
- (vi) One half of the 144th Avenue/I-25 Interchange Cost Recovery: \$2,461,000.

d. The provisions of this Paragraph 6 are expressly conditioned upon (1) closing on the Centura PSA and transfer of title to Centura of the Centura Orchard View Property not later than December 31, 2008, and (2) establishment of the GID and City Mill Levies not later than December 31 2008. In the event of a failure of any of the foregoing two conditions, the provisions of this Paragraph 6 shall become null and void and the assessments and charges listed in paragraph 6.c shall be due and payable in accordance with the normal provisions of City Code.

7. **Centura Use Tax Rebate.**

a. The City will rebate to Centura (or such assignee or designee), the following fees and taxes resulting from the construction of the Centura Orchard View Property Improvements:

(i) For a period of ten (10) years from the date Centura closes on the Centura Orchard View Property, sixty percent (60%) of all City Building Inspection Fees and related Building Permit Fees (excluding water and sewer tap fees) required under W.M.C. Section 11-10-3(E).

(ii) For a period of ten (10) years from the date Centura closes on the Centura Orchard View Property, sixty percent (60%) of all City Use Taxes imposed and that would be collected in connection with the construction of the Centura Orchard View Improvements, including, without limitation, the general building use tax paid on construction materials required under W.M.C. Section 4-2-9 and 4-2-3 (excluding the City's .25% Open Space Tax and .6% Public Safety Tax).

b. The rebates will be paid by the City in quarterly installments from fees and taxes actually collected and received by the City. The payment of each quarterly installment shall be made within 20 days after the calendar quarter end and will be submitted electronically.

8. Additional Development Costs. Except for assessments imposed on the Centura Orchard View Property by the GID and the MSD, the City shall not impose any off-site or on-site costs or seek recovery for off-site or on-site public improvements on or from the Centura Orchard View Property with respect to the items listed on Exhibit "C." Centura shall be responsible for development or impact fees separately assessed in connection with improvements built on the Centura Orchard View Property to the extent the same are typically payable at the time of obtaining building permits from the City as applied on a non-discriminatory basis.

9. Centura Development Plans and Construction. No later than thirty six (36) months after execution of this Agreement, Centura shall submit to the City an Official Development Plan and Preliminary Development Plan(s) for the initial Centura Orchard View Improvements in accordance with the standards and procedures provided for in the Code, consistent with the City Comprehensive Plan. The Parties acknowledge that Centura Orchard View Improvements will occur in phases, each phase to be submitted to the City for final review and approval consistent with the Code requirements. To the extent permitted by the Code, the Preliminary Development Plan shall be processed simultaneously with the other City approvals required in advance of construction, including without limitation the Official Development Plan and Final Plat.

10. Final Approvals. Upon final City approval of the Official Development Plan for the Orchard View Property the terms and conditions hereof shall be deemed as having been incorporated into and made a part of the Official Development Plan.

11. Default. In the event of a breach of this Agreement by a Party, before taking formal legal action, the Parties shall first attempt in good faith to resolve the alleged breach through negotiation, followed by mediation, if necessary. If negotiation and mediation do not

result in a resolution acceptable to all Parties, the non-defaulting Party may take any of one or more of the following actions solely with respect to the defaulting Party (and the defaulting Party's property subject to this Agreement):

a. The City may suspend permits, authorizations, or payments requested by or attributed to the defaulting Party until the default is cured; or

b. The non-defaulting Party may bring an action in the District Court against the defaulting Party for (i) specific performance of this Agreement, or alternatively, (ii) injunctive relief requiring the performance of the obligations contained in this Agreement.

c. In no event shall AZG or Centura be entitled to recover monetary damages against the City, direct, indirect, consequential, or otherwise and whether foreseeable or not. Except for the nonpayment of assessments or recoverable costs as provided for in this Agreement, the City shall not be entitled to recover monetary damages against AZG or Centura, direct, indirect, consequential, or otherwise and whether foreseeable or not.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns or transferees of the Parties, whether occurring before or after Final Approval upon the express agreement and assumption by any assignee to construct and develop the improvements approved for the Orchard View Property consistent with the Official Development Plan approved by the City.

13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any legal defects in this Agreement.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Adams County, Colorado.

15. Notice. Any notice required under this Agreement shall be in writing and shall be deemed to have been duly delivered in the case of personal delivery upon actual receipt; or in the case of notices provided by certified mail, return receipt requested or postage prepaid, upon acceptance or refusal of delivery, or on the third business day after mailing; or in the case of notices sent by Federal Express or a similar reputable overnight courier service as of 5:00 p.m. on the immediately following business day after deposit; or in the case of notice transmitted by telecopier, facsimile, or electronic mail on the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after confirmation of transmission. Either party by notice so given may change the address to which future notices shall be sent.

a. Notice to the City and WEDA:

The City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031  
Attention: Brent McFall, City Manager  
Telephone: (303) 430-2400, x2010

With copies to:

Westminster City Attorney's Office  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Attention: Marty McCullough, City Attorney  
Telephone: (303) 430-2400, x2231

b. Notice to Centura:

Centura Health Corporation  
188 Inverness Drive, Suite 500  
Englewood, Colorado 80112  
Attention: Kris Ordelheide, Esq.  
Telephone: (303) 804 8104  
Telecopy: (303) 804 8190

With copies to:

Kutak Rock LLP  
1801 California Street, Suite 3100  
Denver, Colorado 80202  
Attn: William S. Martin, Esq.  
Telephone: (303) 297 2400  
Telecopy: (303) 292 7799

c. Notice to AZG:

AZG Westminster, LLC  
Arizona Gold Properties  
1129 South Oakland, Suite 101  
Mesa, AZ 85206  
Attention: Rob Friend  
Telephone: (480) 353-2915  
Telecopy: (480) 985-4242

With copies to:

David Treadwell, Esq.  
Biltmore Companies  
5460 S. Quebec St. #300

Greenwood Village, CO 80111  
Ph: 303-721-1516 x307  
Fax: 303-770-7383  
david@biltmore.bz

16. Amendments. This Agreement may be amended only by written agreement between the Parties.

17. Termination.

(a) This Agreement may be terminated by mutual agreement of the Parties or their respective successors or assigns.

(b) This Agreement shall be deemed as terminated upon full performance of the duties, responsibilities and obligations contained herein, and the Parties agree to execute any documents any other party may request to confirm said termination.

(c) If Centura and AZG do not close on the PSA for the Centura Orchard View Property on or before December 31, 2008, and the parties have not entered into a mutually acceptable extension of the Purchase and Sale Agreement scheduled to close at a date acceptable to the City, this Agreement shall be deemed as terminated without further action or approval of any Party.

(d) Upon termination, the Parties shall have no further rights, obligations or duties hereunder unless such rights, duties and obligations are expressly recognized to survive termination.

18. Authority. All Parties represent and warrant that the person signing this Agreement on behalf of each Party has been duly authorized to execute and enter into this Agreement, and that the terms, conditions and obligations contained here binding on the Party upon execution.

19. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

20. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales and use tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of



contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Effective Date. The Effective Date of this Agreement is the date stated on page 1 hereof. This Agreement shall be deemed a covenant running with the Orchard View Property.

23. Recording. Any party hereto may record this Agreement or a memorandum hereof with the Clerk and Recorder's Office for Adams County, Colorado.

24. Several Liability. The parties hereto acknowledge and agree that the responsibilities of AZG and Centura under this Agreement and with respect to the City Mill Levies and the MSD Mill Levies are several and not joint and several.

**CITY OF WESTMINSTER:**

**CENTURA HEALTH CORPORATION,  
a Colorado non-profit corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AZG Westminster LLC, an Arizona  
limited liability company**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**City of Westminster Economic  
Development Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# WEDA Agenda Item 3 B-E

## Agenda Memorandum

Westminster Economic Development Authority Meeting  
March 31, 2008



**SUBJECT:** Resolution No. 102 re 4th Quarter 2007 Housekeeping Items  
and Supplemental Appropriation

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended Board Action

1. Adopt Resolution No. 102 authorizing a supplemental appropriation for a net appropriation reduction of \$826,986 to the 2007 budget of the Westminster Economic Development Authority (WEDA).
2. Ratify payments totaling \$122,613 for right-of-way, easements and utility payments for the 72<sup>nd</sup> Avenue and Sheridan Boulevard improvements.
3. Ratify the use of bond proceeds of \$139,356 as the source of funding for a portion of the land purchased at 146<sup>th</sup> Avenue and I-25.
4. Ratify the payment of \$750,000 to Adams County Combined Court in accordance with their Order dated January 3, 2007 for the purchase of the Holly Park development.

### Summary Statement

- When necessary, at the end of each quarter Staff prepares a resolution to appropriate unanticipated revenues received during the year and adjust the budget side of transactions that occurred during the year. Preparing quarterly supplemental appropriations for WEDA simplifies administrative procedures and reduces paper work.
- This is the 4th Quarter 2007 housekeeping supplemental appropriation for WEDA.
- Staff waits until the year end audit work is completed to prepare the 4<sup>th</sup> Quarter supplemental to ensure all necessary adjustments made to WEDA's books are included
- Budget Amendments:
  - \$306,299 reduction of sales tax increment budget for Mandalay Gardens URA
  - \$1,007,415 reduction of sales tax increment budget for Westminster Center East URA plus corresponding interest earnings
  - \$193,445 appropriation of bond interest earnings
  - \$1,017 from 2006 Carryover for North Huron bond interest

**Expenditure Required:** \$(826,986)

**Source of Funds:** Bond interest earnings, sales tax increment, pooled interest earnings and 2006 Carryover

**Policy Issues**

1. Should the Board appropriate funds as set forth in the attached Resolution?
2. Should the Board approve the appropriation reduction of funds as set forth in the attached Resolution?

**Alternatives**

1. The Board could decide not to appropriate the funds at this time. This is not recommended because the appropriation of the interest earnings on the unspent bond proceeds is necessary to track the earnings for arbitrage purposes. Additionally, the bond covenants are very restrictive as to how the bond interest earnings can be spent.
2. The Board could decide to not approve the appropriation reduction of sales tax increment and corresponding pooled interest earnings at this time. This is not recommended as the reduction of the sales tax increment budget will provide for WEDA's budget to more accurately reflect changes previously authorized by the Board.

**Background Information**

**Interest allocation correction**

Staff had previously informed the Board that all of the interest earnings for the 2005 WEDA bonds and the 2007 WEDA bonds would be set aside for assistance with future debt service payments on both issues unless needed to complete the bond projects. In accordance with that established operating policy, all of the interest earnings on unspent proceeds have been appropriated to the Financing Costs projects in both bond issues. However, when reconciling the bond projects to the Trust cash accounts, Staff determined that the interest earnings would need to be appropriated to each individual project and not just the Financing Costs project in order to more easily reconcile the Trust cash to each project. As part of the reconciliation, the interest earnings not needed to complete the bond projects will be shown as funds reserved for future debt service. Therefore, prior interest earnings appropriated to the Financing Costs projects should be moved to each corresponding bond project. This action does not change previous appropriations it just moves the appropriation between the projects.

**South Sheridan URA**

*WEDA 2007 bond issue*

On June 22, 2007 WEDA issued bonds in the amount of \$8,320,000. Proceeds from the sale of the bonds are being used for the construction of public improvements in the South Sheridan URA. While the improvements are under construction, the bond proceeds earn interest and will continue to do so until the proceeds are completely spent. Staff has determined that a portion of the interest earnings on the proceeds attributable to the 72nd Avenue and Sheridan Boulevard project are needed to complete the project.

A portion of the interest earnings has been appropriated through previous quarterly supplemental appropriations. The amount appropriated with the attached resolution is the balance of the 2007 interest earnings of \$75,278 through December 31, 2007, that have not been previously appropriated.

*Expense ratification*

On February 27, 2006 Staff received City Council's approval to purchase right-of-way and easements necessary for the 72nd Avenue and Sheridan Improvements. At that time, the final costs of the purchases were not known. Since this project is being funded with funds from both the City's General Capital Improvement Fund and WEDA Tax Increment bonds, the purchases would be charged to both projects. These details were not known at the time the agenda was taken to Council. Now that the purchases have

been completed and WEDA costs are known, Staff is requesting the Board to ratify \$122,613 of right-of-way, easement and utility location costs as follows: 1) \$74,003 to JFRCO, LLC, 2) \$36,900 to Albertsons, 3) \$3,250 to Grace Church of Arvada, and 4) \$8,460 to Qwest. While only one of these costs exceeds the \$50,000 threshold requiring Board approval, Staff wanted to provide an update to the Board as how the funds were spent.

### **North Huron URA**

#### *WEDA 2005 bond issue*

WEDA issued debt in 2005 to fund the improvements to the North I-25 corridor from 136th Ave to 150th Avenue. While the improvements are under construction, the bond proceeds earn interest and will continue to do so until the proceeds are completely spent. A portion of the interest earnings has been appropriated through previous quarterly supplemental appropriations. The amount appropriated with the attached resolution is the balance of the 2007 interest earnings of \$118,167 through December 31, 2007, that have not been previously appropriated. In addition, there were interest earnings of \$1,017 from 2006 that were not appropriated but should have been in order to track the flow of the interest earnings for arbitrage purposes. Those additional earnings are being included in this appropriation.

#### *Ratify use of bond proceeds to fund portion of land purchase*

In 2005 several transactions that were entered into related to land purchases in the North Huron URA area. Two transactions in particular require further housekeeping changes. Prior to the establishment of the URA, the City purchased some land at generally I-25 and 146th Avenue with the intention that the City would be reimbursed for the cost of the land once the URA was established. Additional land, commonly known as the White Property, was also purchased by the City to be sold at a later date to Forest City as part of "the Orchard" development. These two transactions caused the non-bond project to exceed the estimated costs by \$139,356. Because there are excess bond funds in the Huron Street Improvements bond project, it seems appropriate to cover this shortage with those excess bond funds. Staff is requesting that the Board ratify the use of bond funds for the shortage.

### **Mandalay Gardens URA**

#### *Reduction in sales tax increment*

In August 2003 WEDA issued \$38,525,000 of Taxable Tax Increment Adjustable Rate Revenue Bonds to finance public improvements in the Mandalay Gardens URA. In March 2006 WEDA refinanced these taxable bonds with \$38,455,000 of Tax-Exempt Tax Increment Adjustable Rate Revenue Bonds. In both of these bond issues WEDA pledged the entire amount of the 3.00% sales tax increment collected from retail businesses at the Shops At Walnut Creek that are within the URA for repayment. Initially a full pledge of the 3.00% sales tax increment was necessary to provide adequate coverage to make debt service obligations.

Since 2004, commercial development in Mandalay has steadily grown and has reached a point where tax increment is in excess of that needed to make debt service. After analyzing what a safe level of expected annual tax increment might be to make debt service for the WEDA Series 2006 Bonds, Staff approached DEPHA PLC, the letter of credit bank, to obtain their consent to a reduction of the sales tax pledge to 1.75%. The Bank, as the representative of Bond holders, gave its consent to the change in the sales tax pledge. The impact of this change is that 1.25% of the general sales taxes collected by the City remains in the Sales Tax Fund to be used for other governmental purposes throughout the City. This change was approved by the Board on October 8, 2007.

When the 2007 budget was prepared for the Mandalay Gardens URA for presentation to the Board in October, 2006, the sales tax increment was budgeted at the 3% sales tax pledge. The 2007 budget must now be amended with a reduction of \$306,299 to reflect the reduction of the pledge beginning in October 2007.

**Westminster Center East URA**

*Reduction in sales tax increment and corresponding interest earnings*

The Westminster Center East URA was created to foster redevelopment primarily along Sheridan Boulevard north of the Burlington Railroad to 98th Avenue. The URA includes both commercial and residential zoned properties. As a means to foster redevelopment within the URA, the City has entered into various obligations that encourage redevelopment endeavors and assist in maintaining a healthy and diverse sales and property tax base. Because the URA captures all sales tax increment associated with any redevelopment efforts, an IGA was necessary for WEDA to release incremental revenues previously collected and any future excess incremental revenues that are above the amount necessary to fulfill WEDA’s obligations. The IGA was approved by the Board on December 18, 2006. When the 2007 budget was prepared for Westminster Center East URA for presentation to the Board in October, 2006, the full transfer of the sales tax increment was included. The 2007 budget must now be amended with a reduction of \$(1,000,184) and corresponding interest earnings of (\$7,231) to reflect the conditions of the IGA.

*Change in reporting Economic Development Agreements (EDA) payments*

An additional change to the budget that is requested for approval by the Board does not change the total appropriations in the Fund. The 2007 budget includes EDA payments as a reduction of increment revenue. Staff has determined that a preferred practice would be to show these payments as expenditures. To reflect this in the budget for 2007, the business assistance expense account budget is being increased with the sale tax increment revenue account budget being increased by \$292,266.

**Holly Park URA**

*Expense ratification*

In February of 2004, City Council designated the Holly Park townhome site and certain surrounding properties as an Urban Renewal Area. Both before and after this designation, Staff spent a significant amount of time, effort, and resources in an attempt to reach a redevelopment agreement with the original project developer and land owner, Westminster Park Corporation (“WPC”) to complete the project, which was not successful. As a result, the Authority authorized the acquisition, through condemnation if necessary, of the unfinished portions of Holly Park. After a seven day trial and subsequent challenges, on Tuesday, April 11, 2006, the District Court affirmed WEDA’s efforts to acquire the abandoned Holly Park townhome project through the use of eminent domain. As part of that action, all involved parties stipulated to a deposit of \$100,000 that would represent the preliminary value of the property. On April 24, 2006, the Board approved the ratification of the initial payment of \$100,000 to the Adams County Combined Court. On January 3, 2007, WEDA received an “Order Regarding Approval of Settlement and Allocation of Proceeds” from Adams County Combined Court. A payment of \$750,000 was made on January 3, 2007 to comply with the Court Order. Staff is requesting ratification of the second payment made to Adams County Combined Court.

The adjustments will amend Revenue and Expenditure accounts as follows:

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Sales Tax	6800.40065.0189	\$782,000	\$(707,918)	\$74,082
Interest Earnings	6800.42510.0189	14,462	(7,231)	7,231
Sales Tax	6800.40065.0182	2,940,472	(306,299)	2,634,173
Interest Earnings	6800.42520.0183	1,098,787	118,167	1,216,954
Interest Earnings	6800.42520.0190	74,567	75,278	149,845
Carryover	6800.40020.0183	0	<u>1,017</u>	1,017
Total Change to Revenues			<u>\$(826,986)</u>	

**EXPENDITURES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Contractual Svcs	68010900.67800.0189	\$0	\$292,266	\$292,266
Contingency	68010900.79900.0189	1,014,646	(1,007,415)	7,231
Contingency	68010900.79900.0182	1,893,815	(306,299)	1,587,516
144 <sup>th</sup> Ave Interchange	80568303709.80400.8888	4,225,960	743,939	4,969,899
Huron Street	80568030710.80400.8888	4,030,188	1,097,590	5,127,778
Forest City Pub Imp	80568030711.80400.8888	10,531,612	605,532	11,137,144
Reimb Expenses	80568030723.80400.8888	1,215,942	125,373	1,341,315
Interest Payable	68010900.78400.0183	2,732,000	616,371	3,348,371
Financing Costs	80568030712.80400.8888	4,454,454	(3,069,621)	1,384,833
72 <sup>nd</sup> Sheridan Improvements	80768030794.80400.8888	5,080,000	90,248	5,170,248
72 <sup>nd</sup> Masonry Wall	80768030795.80400.8888	1,800,000	34,623	1,834,623
Financing Costs	80768030796.80400.8888	880,155	(49,593)	830,562
Total Change to Expenses			<u>\$(826,986)</u>	

The above adjustments will bring WEDA’s accounting records up-to-date to reflect the various detailed transactions.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **102**

INTRODUCED BY COMMISSIONERS

SERIES OF 2008

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**A RESOLUTION  
4<sup>TH</sup> QUARTER 2007 HOUSEKEEPING  
SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Economic Development Authority (WEDA) adopted the 2007 budget on October 9, 2006 and

WHEREAS, periodically Staff prepares a resolution to make necessary adjustments to the budget; and

WHEREAS, there are adjustments to be made to the 2007 budget, and

WHEREAS, the adjustments consist of: 1) trust interest earnings on unspent bond proceeds, increment revenue accounts, reserve accounts and interest accounts totaling \$193,445, 2) \$1,017 of carryover from 2006 for bond interest earnings that were not previously appropriated 3) net unappropriation of \$707,918 of sales tax increment, plus corresponding interest of \$7,231, for Westminster Center East URA to reflect the IGA provision for transferring a portion sales tax increment in and a change in recording economic development agreement payments, 4) un-appropriation of sales tax increment for the Mandalay Gardens Urban Renewal Area to reflect the reduction of the sales tax pledge from 3.0% to 1.75% that was approved by the Board on October 8, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority: The \$826,986 net decrease shall be allocated to WEDA Revenue and Expenditure accounts as described in the WEDA Agenda Item 3 B-E, dated March 31, 2008 (a copy of which may be obtained from the City Clerk) .

PASSED AND ADOPTED this 31st Day of March, 2008.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary



**WESTMINSTER HOUSING AUTHORITY  
WESTMINSTER CITY HALL, 4800 W. 92ND AVENUE  
MONDAY, March 31, 2008  
7:00 P.M.**

1. Roll Call
2. Minutes of Previous Meeting (January 14, 2008)
3. New Business
  - A. Resolution No. 31 re 2007 Final Supplemental Appropriation
4. Adjournment

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY  
MONDAY, MARCH 31, 2008 AT 8:20 P.M.

ROLL CALL:

Present at roll call were Housing Authority Chairperson McNally, Vice Chairperson Dittman and Authority members Briggs, Kaiser, Lindsey, Major, and Winter. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney for the Authority, and Carla Koeltzow, Acting Secretary.

MINUTES OF PRECEEDING MEETING:

Member Lindsey moved, seconded by Kaiser, to accept the minutes of the meeting of January 14, 2008 as written and distributed. The motion carried unanimously.

RESOLUTION NO. 31 RE 2007 FINAL SUPPLEMENTAL

Upon a motion by Member Briggs, seconded by Kaiser, the Authority voted unanimously on roll call vote to adopt Resolution No. 31 authorizing a supplemental appropriation of \$41,473 to the 2007 Westminster Housing Authority budget.

ADJOURNMENT:

There being no further business to conduct, meeting was adjourned at 8:22 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Acting Secretary

# WHA Agenda Item 3 A

## Agenda Memorandum

Westminster Housing Authority Meeting  
March 31, 2008



**SUBJECT:** Resolution No. 31 re 2007 Final Supplemental

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended Board Action

Adopt Resolution No. 31 authorizing a supplemental appropriation of \$41,473 to the 2007 Westminster Housing Authority (WHA) budget.

### Summary Statement

- When necessary, at the end of each quarter Staff prepares a resolution to appropriate unanticipated revenues received during the year and adjust the budget side of transactions that occurred during the year. Preparing quarterly supplemental appropriations for WHA simplifies administrative procedures and reduces paper work.
- Staff waits until the year end audit work is completed to prepare the 4<sup>th</sup> Quarter supplemental to ensure all necessary adjustments made to WHA's books are included. This is the 4<sup>th</sup> Quarter supplemental and the only supplemental necessary for 2007.
- Amendments:
  - \$5,170 rental income
  - \$15,303 interest earnings
  - \$21,000 sale of asset

**Expenditure Required:** \$41,473

**Source of Funds:** Rental income, interest earnings and sale of assets

**Policy Issue**

Should WHA appropriate funds as set forth in the attached Resolution?

**Alternative**

The Board could decide not to appropriate the funds at this time. This is not recommended because the appropriation is necessary to fund items and services for the remodel of Wilson Court, utilities for the Rodeo Market that the WHA rents out, and improvements to the Vehicle Service Center for lease to the South Westminster Arts Group (SWAG). All of these programs have received previous Board approval and commitments were entered into based on that approval.

**Background Information**

When the 2007 budget for the WHA was prepared, it was anticipated that the revenues in the fund would be limited. Because of that, Staff utilized funds from the South Westminster Revitalization Project in the City’s General Capital Improvement (CIP) Fund to fund WHA activities including: utilities for the Rodeo Market, improvements to prepare the Wilson Court home for sale and improvements to the Vehicle Service Center. During year-end audit work and review of the fund, it was determined that there were sufficient unanticipated revenues to cover these expenses i.e., additional rental income and interest earnings on the funds’ pooled cash. Therefore, Staff is requesting that the Board approve the appropriation of the unanticipated revenues to allow for the transfer of WHA expenses from the General Fund CIP to WHA operating accounts. This is recommended as WHA expenses should be properly recorded in the WHA fund.

Additionally, a portion of the proceeds from the sale of the Wilson Court residence are needed to cover closing costs and the down payment assistance WHA agreed to pay in order to sell the residence, as well as the balance of the improvements required for sale. The Board previously approved the conditions of the sale of the Wilson Court residence on July 9, 2007.

The adjustments will amend Revenue and Expenditure accounts as follows:

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Rentals	2600.40900.0000	\$19,532	\$5,170	\$24,702
Sale of Asset	2600.43040.0000	0	21,000	21,000
Interest Earnings	2600.42510.0000	0	<u>15,303</u>	15,303
Total Change to Revenues			<u>\$41,473</u>	

**EXPENDITURES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Water & Sewer	26010900.67100.0000	\$500	\$791	\$1,291
Electricity & Gas	26010900.67200.0000	5,348	1,936	7,284
Supplies	26010900.70200.0000	0	935	935
Improvements/Structures	26010900.76100.0000	0	22,257	22,257
Other Expenses/misc	26010900.79400.0000	0	<u>15,554</u>	15,554
Total Change to Expenses			<u>\$41,473</u>	

The above adjustments will bring WHA's accounting records up-to-date to reflect the various detailed transactions.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **31**

INTRODUCED BY COMMISSIONERS

SERIES OF 2008

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 has adopted an operating budget for the fiscal year (FY) 2007; and

WHEREAS, the (FY) 2007 budget did not contemplate paying for closing costs and providing a down payment assistance for Wilson Court, additional improvement costs for Wilson Court home to prepare it home for sale, improvement costs for the Vehicle Service Center and higher utility costs for the Rodeo Market; and

WHEREAS, there are additional unanticipated revenues to cover these costs; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Housing Authority: The \$41,473 increase shall be allocated to WHA Revenue and Expenditure accounts as described in the WHA Agenda Item 3A, dated March 31, 2008 (a copy of which may be obtained from the City Clerk) .

PASSED AND ADOPTED this 31<sup>st</sup> day of March, 2008.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary