



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meeting (July 14, 2014)
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 June 2014
 - B. Quarterly Insurance Claims Report – April to June 2014
 - C. 72nd Avenue and Raleigh Street Bridge Replacement Project Construction Contract
 - D. Westminster Station Property Acquisition – Nolan RV
 - E. Contract Amendment with Atkins N.A. Inc. for Structural Work on Federal Boulevard
 - F. Standley Lake Master Planning and Branding Contract Award
9. Appointments and Resignations
 - A. Resolution No. 14 Making Appointments to Fill Vacancies on Boards and Commissions
10. Public Hearings and Other New Business
 - A. Public Meeting on Proposed 2015/2016 Budget
 - B. Councillor's Bill No. 20 Vacating Rights-of-Way for the East Bradburn Filing No. 1
 - C. Resolution No. 15 re Residential Competition Service Commitment Awards
 - D. Resolution No. 16 Authorizing Fall 2014 Adams County Grant Applications
11. Old Business and Passage of Ordinances on Second Reading
 - A. Second Reading of Councillor's Bill No. 19 Appropriating FY2013 Carryover Funds into FY2014 Budget
12. Miscellaneous Business and Executive Session
 - A. City Council
13. Adjournment

NOTE: *Persons needing an accommodation must notify the City Clerk no later than noon on the Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. You can call 303-658-2161/TTY 711 or State Relay or write to lyeager@cityofwestminster.us to make a reasonable accommodation request.*

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, JULY 14, 2014, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison and Councillors Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Mayor Pro Tem Faith Winter was absent. Also present were City Manager J. Brent McFall, City Attorney Martin McCullough, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Briggs moved, seconded by Councillor Baker, to approve the minutes of the regular meeting of June 23, 2014, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the Volunteer Appreciation Barbecue held in the Community Room and Plaza at the City Park Recreation Center on July 16 had been a tremendous success with approximately 400 in attendance. The venue change from the City Hall Plaza for this annual event was well-received by all and a delightful evening of good food, entertainment, and comradery was enjoyed by all.

Following adjournment of this meeting, the Westminster Economic Development Authority Board of Directors would meet. Council would then move to the Council Board Room for a post-meeting briefing to discuss selection of an executive search firm for recruitment of a new City Manager and to discuss the City Hall Plaza and Xeriscape Master Plan.

COUNCIL REPORTS

Mayor Atchison thanked staff in the Parks, Recreation, and Libraries Department, the Police Department, and the Fire Department that had all been extremely busy the past month preparing for and hosting various events. The Sparkler Tournament had attracted 800 teams from 42 states and 4 countries to baseball facilities throughout metro Denver to Fort Collins. Westminster enjoyed an estimated 40,000 visitors to the community for the 12th consecutive year of hosting the tournament at Christopher Fields. The tournament continued to grow and organizers looked forward to more hotel space in the City and commented about how well they were treated by the entire Westminster community. Additionally, staff had organized and hosted the Community July 4th Celebration and the Volunteer Appreciation Barbecue at City Park. All the while, staff had not missed a beat keeping up with day-to-day activities and operations. The Mayor extended the City Council's sincere thanks for a wonderful job.

Councillor Briggs reported having visited the construction site for the Westminster Station and was excited to confirm that construction was under way. He was enthused that the City's first rail station was becoming a reality.

PRESENTATIONS

Councillor Pinter recognized Susan Grafton, Economic Development Director, who was the honored recipient of the 2013 Economic Development Achievement Award from the Economic Development Council of Colorado (EDCC). The award was presented on May 1, 2014, at EDCC's Spring Conference. Ms. Grafton had served the City's economic development endeavors for the past 24 years and was currently managing the redevelopment of the Westminster Mall.

Councillor Garcia read a proclamation signed by the Mayor declaring July to be Parks, Recreation, and Libraries Month. The wellness of physical activity, the literacy of library materials, and the tranquility of parks and open space would be celebrated throughout the month. Present to proudly accept the proclamation was Don Tripp, Director of Parks, Recreation, and Libraries, and a large contingent of enthusiastic, dedicated staff from each division.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the City Manager to execute a contract with the low bidder, Front Range Roofing Systems, LLC, in the amount of \$223,670 for the partial roof retrofit at Westview Recreation Center and authorize a construction contingency of 10% in the amount of \$22,367 for a total expenditure of \$246,037; based upon the recommendation of the City Manager, determine that the public interest would be best served and approve Fleet Maintenance cumulative purchases in 2014 with Wireless Advanced Communications for purchases not to exceed \$125,000 through year end; find that purchasing below Western States Contracting Alliance pricing met City Charter bidding requirements and authorize Staff to proceed with 2014 calendar year purchases and maintenance of wireless networking equipment in order to upgrade and expand the City's wireless infrastructure in an amount not to exceed \$133,000; authorize the City Manager to execute a work order with the Regional Transportation District in the amount of \$440,043 for betterments associated with FasTracks commuter rail project utility relocations, plus a contingency in the amount of \$44,004 for a total authorized expenditure of \$484,047; authorize the City Manager to execute a contract with HDR Engineering, Inc. in the amount of \$224,847 to provide engineering services for the 2014 Distribution System Repair and Replacement Prioritization and Modeling Project and authorize a contingency in the amount of \$22,485 for a total authorized expenditure of \$247,332; and final passage on second reading of Councillor's Bill No. 18 authorizing the City Manager to execute and implement an Economic Development Agreement with Standley Shores Ace Hardware.

No one wished to remove any item from the consent agenda for individual consideration. Councillor Baker moved, seconded by Councillor Briggs, to approve the consent agenda as presented. The motion carried with all Council members voting in favor.

COUNCILLOR'S BILL NO. 19 APPROPRIATING FY2013 CARRYOVER FUNDS INTO FY2014 BUDGETS

It was moved by Councillor Garcia, seconded by Councillor Seitz, to pass Councillor's Bill No. 19 on first reading, appropriating FY2013 carryover funds into the FY2014 budgets of the General, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds. At roll call, the motion passed by a 5:1 margin with Councillor Baker voting no.

RESOLUTION NO. 13 PERMITTING REIMBURSEMENT OF WURP CAPITAL PROJECT FUNDS

It was moved by Councillor Briggs, seconded by Councillor Pinter, to adopt Resolution No. 13 permitting reimbursement for costs incurred for capital projects from the proceeds of bond issuance, loans, or other forms of financing, such as capital lease financing via Certificates of Participation (COPS) anticipated to be issued in mid-September 2014 in conjunction with the first phase of the Westminster Urban Renewal Project (WURP). Following comments from Council members, the motion passed by a 5:1 margin with Councillor Baker voting no.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 7:25 p.m.

ATTEST:

City Clerk

Mayor



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Financial Report for June, 2014

Prepared By: Tammy Hitchens, Finance Director

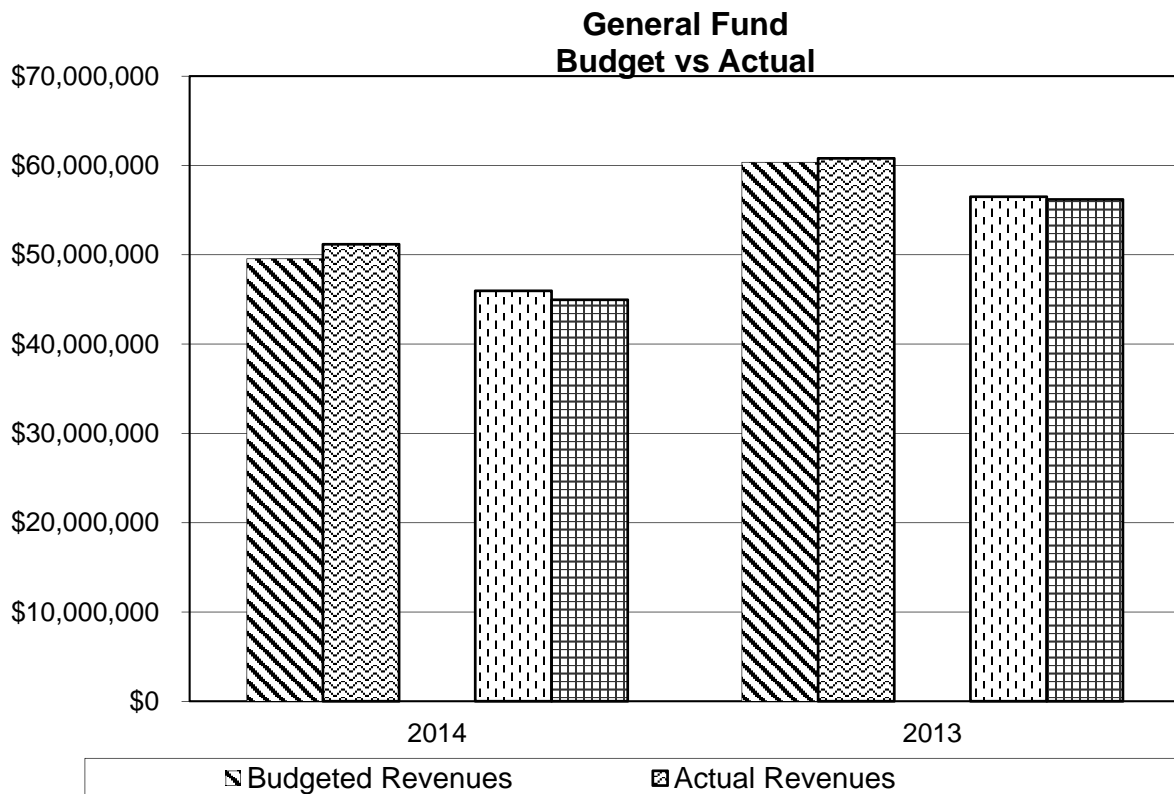
Recommended City Council Action

Accept the Financial Report for June 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. The budget numbers that are presented reflect the City’s amended adopted budget. Both revenues and expenditures are pro-rated based on 10-year historical averages.

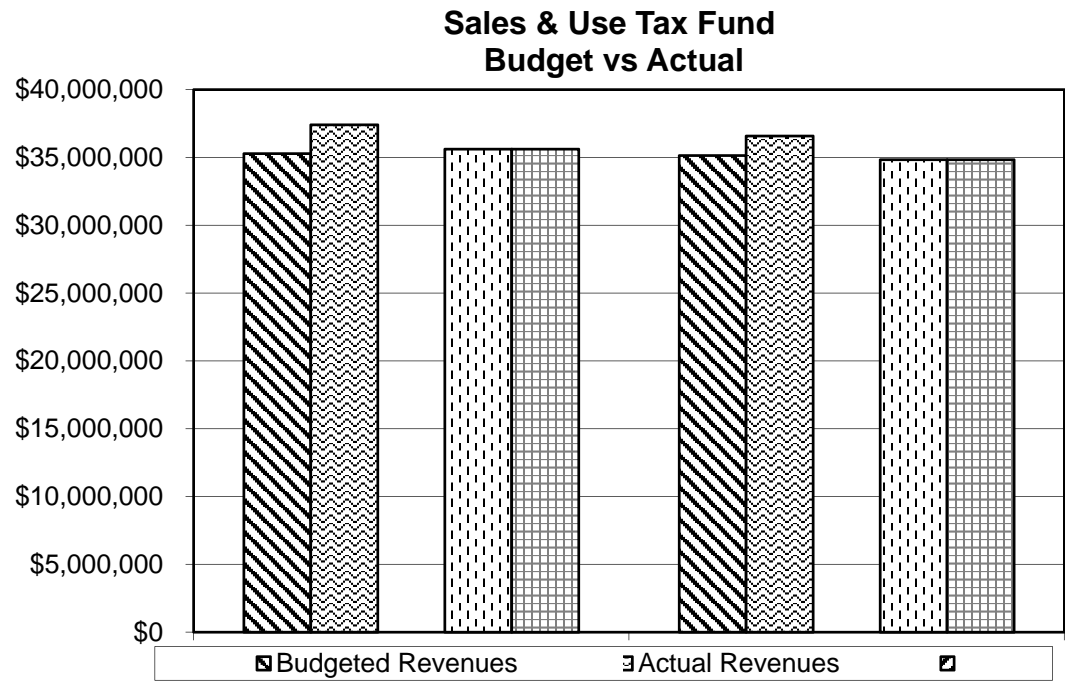
Current projections show General Fund revenues and carryover exceeding expenditures by \$2,620,782. The following graph represents Budget vs. Actual for 2013-2014.



2013 revenue and expense includes \$11.1 million for refinancing of long-term debt.

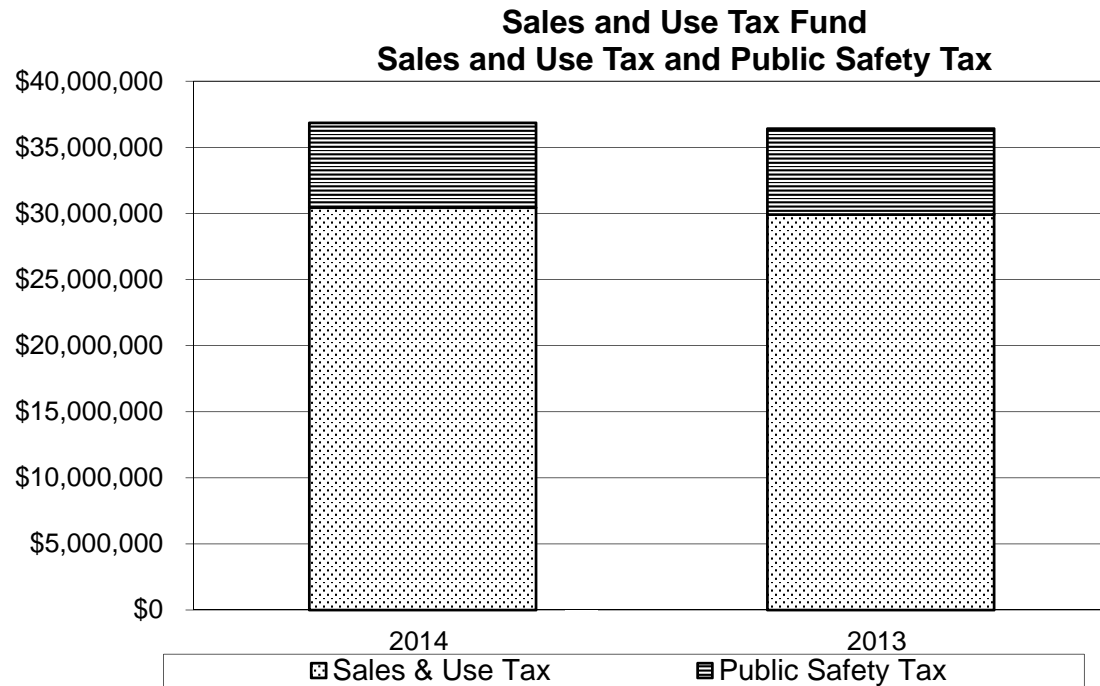
Current projections show the Sales and Use Tax Fund revenues exceeding expenditures by \$2,128,866. On a year-to-date cash basis, total sales and use tax is up 1.7% from 2013. Key components are listed below:

- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 2.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 62.8% of all collections, are up 1.1% for the month when compared to 2013.
- Urban renewal areas make up 37.9% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 86.2% of this money is being retained for General Fund use.

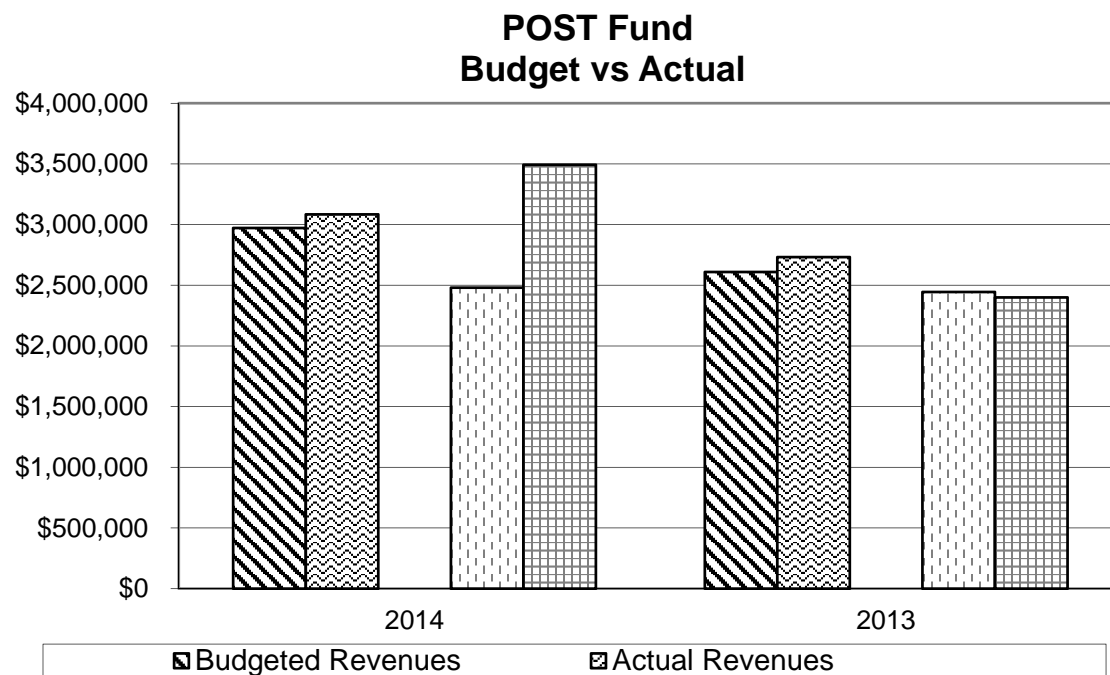


2014 revenue includes reimbursements from WEDA for costs previously incurred by the City for the South Sheridan URA as well as certain building permit fee rebates.

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



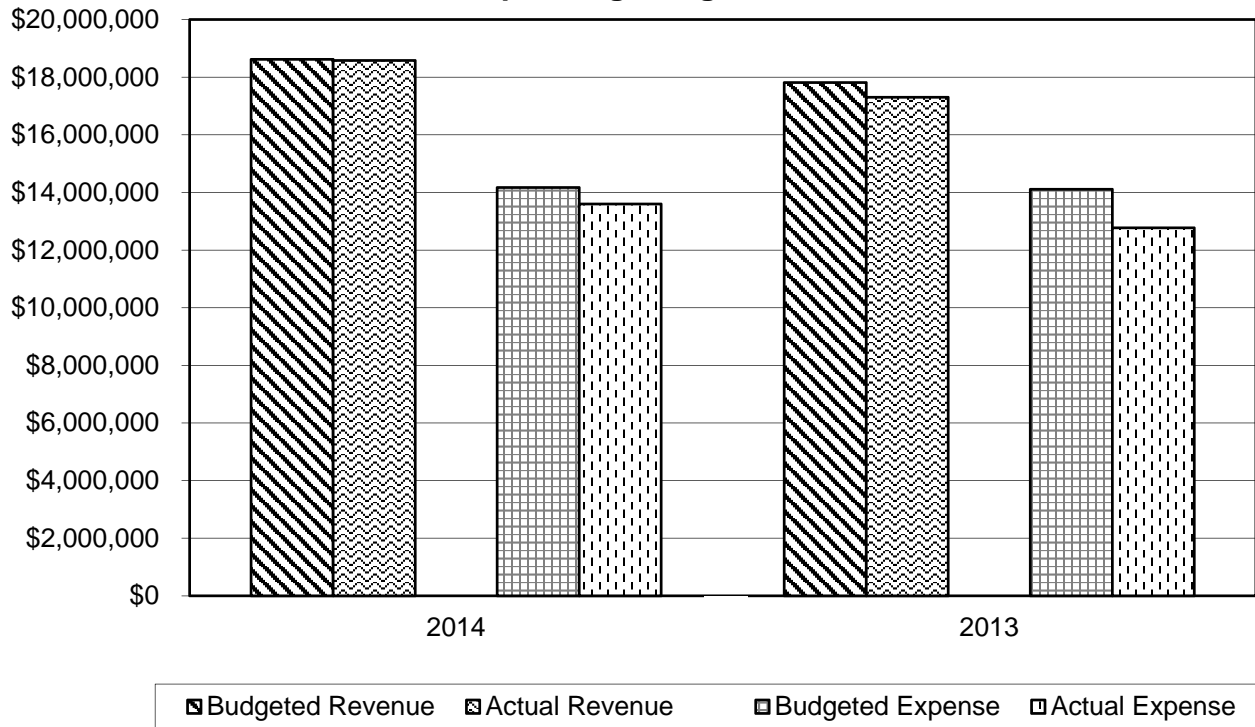
Current projections show Parks Open Space and Trails Fund expenditures exceeding revenues and carryover by \$900,833.



The 2014 expenditure variance reflects purchases of land for which funding has not yet been appropriated. Pending appropriations of carryover and a grant award will alleviate the difference.

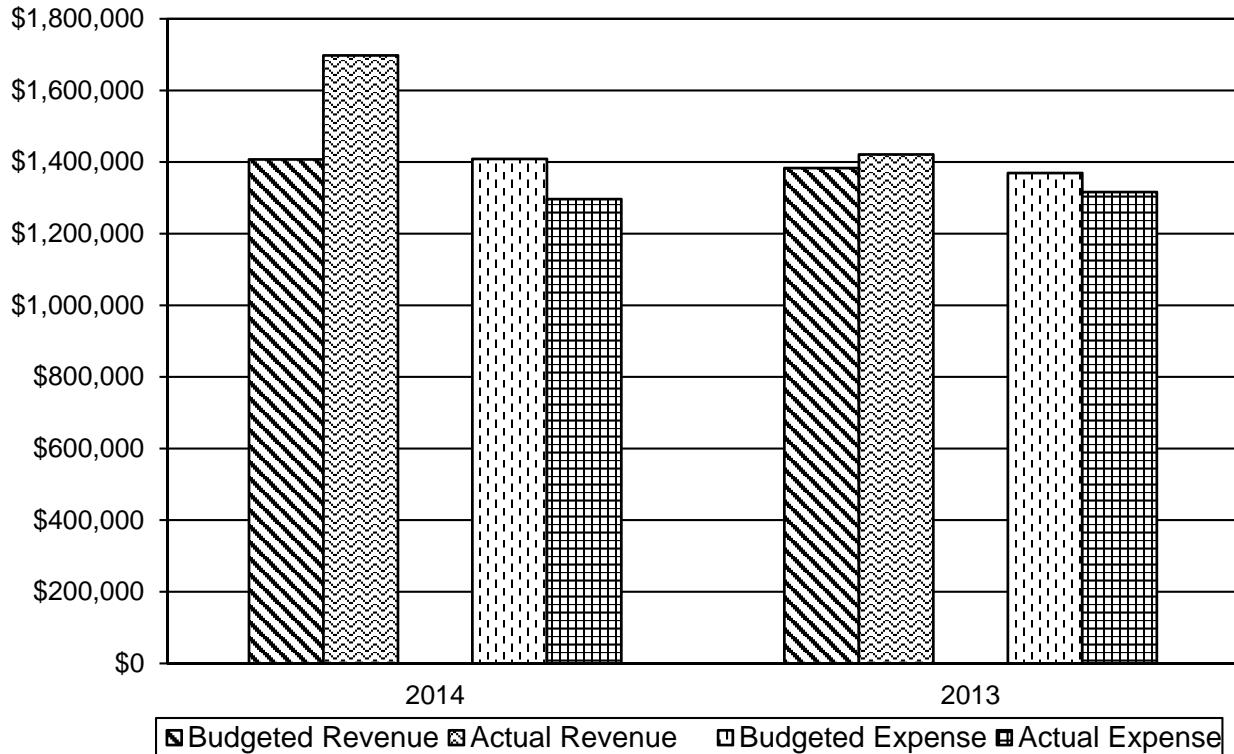
Overall, current projections show combined Water & Wastewater Fund expenditures exceeding revenues by \$2,851,776. This is mostly due to tap fees. Current projections show combined Water & Wastewater Fund operating revenues exceeding expenditures by \$531,810.

Combined Water and Wastewater Funds Operating Budget vs Actual



Current projections show combined Golf Course Fund revenues and carryover exceeding expenditures by \$405,933. Current projections show combined Golf Course Fund operating revenues exceeding expenditures by \$402,852.

Golf Course Enterprise Operating Budget vs Actual



2014 Golf Course revenue exceeds budget in part because of various promotions and proceeds from the Golf Expo as well as a reimbursement from Trimble Navigation for modifications made to the Heritage.

Policy Issue

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

Alternative

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

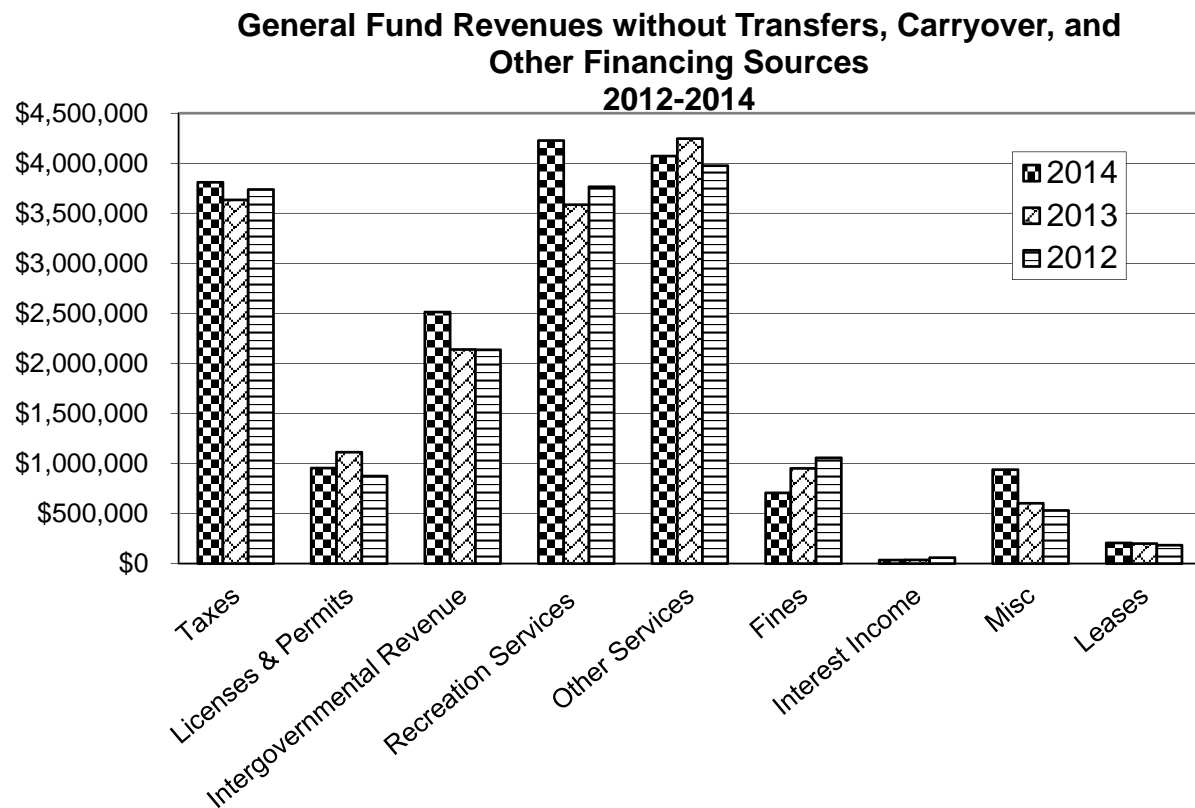
Background Information

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

General Fund

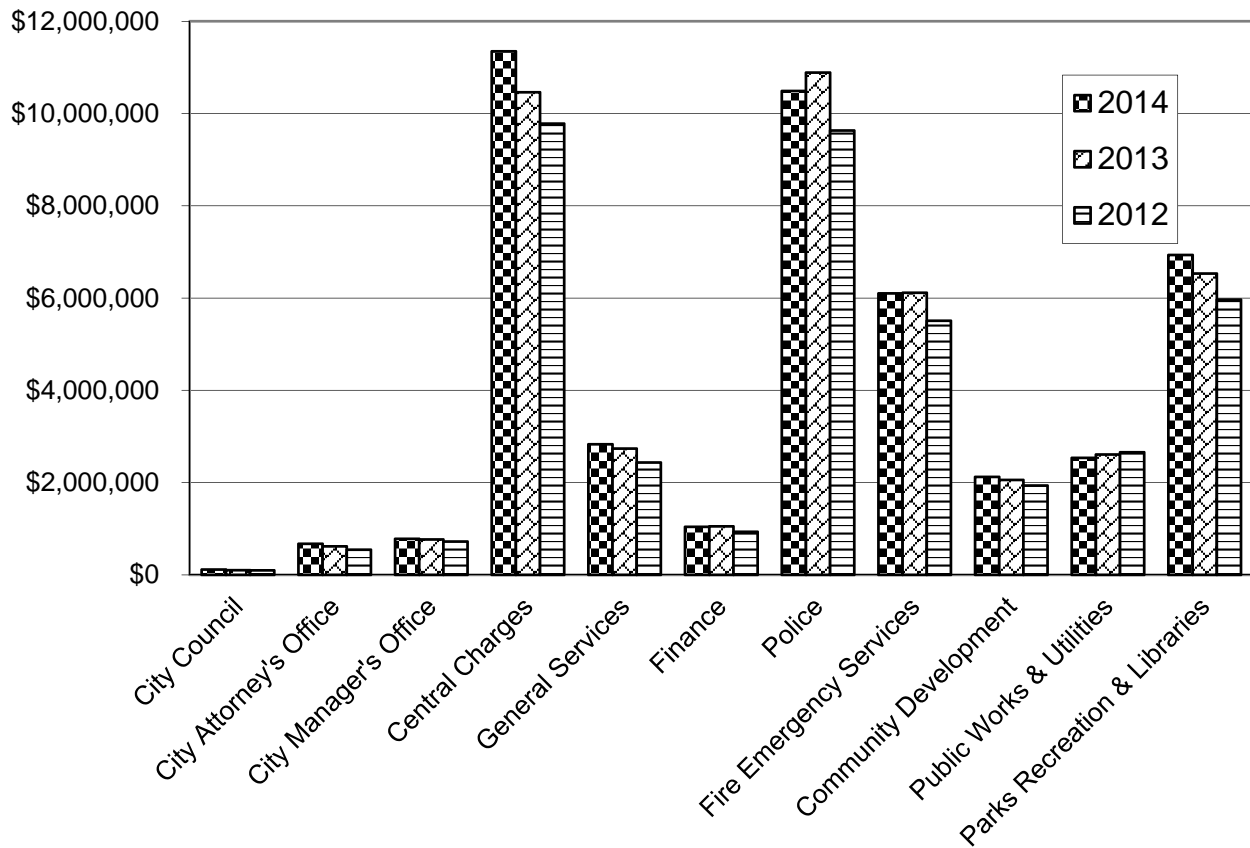
This fund reflects the result of the City’s operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2012-2014 year-to-date.



Intergovernmental revenue reflects urban renewal income generated by a revenue sharing agreement between Westminster and Thornton in the North Huron URA. Recreation Services reflects an increase in pass revenue and youth activity fees as an outcome of the various Parks, Recreation and Libraries promotions. The decrease in Other Services revenue is caused mostly by a significant write down of EMS ambulance billings. Fines are lower in 2014 mostly because of a decrease in traffic fines. Miscellaneous revenue is higher due mostly to various reimbursements including that from WEDA for costs previously incurred by the City for the South Sheridan URA and certain building permit fee rebates.

**General Fund Expenditures by Function, less Other Financing Uses
2012-2014**

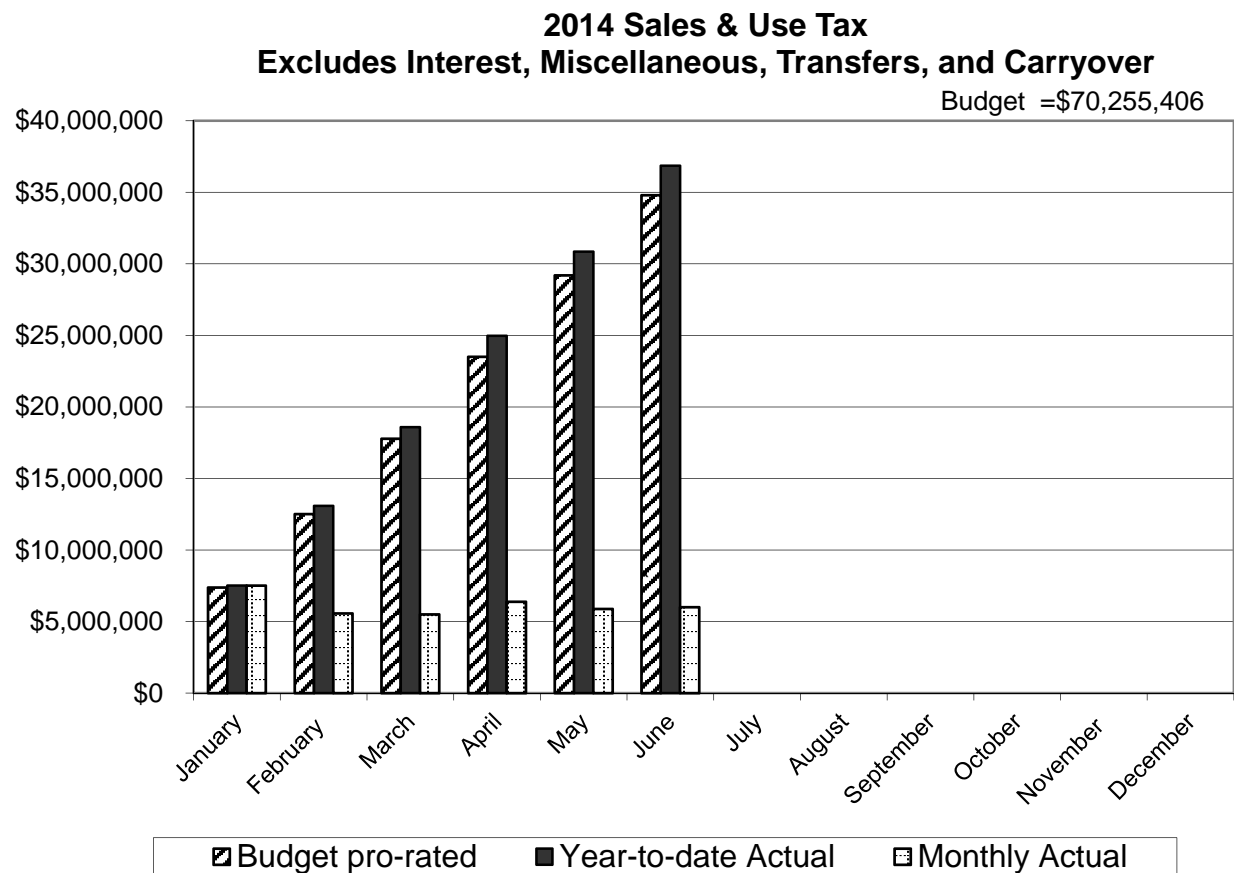


2014 Central Charges expenditures are higher when compared to prior years mostly because of an increase in budgeted transfers. Police expenditures are slightly less than in 2013 primarily because of decreased costs for maintenance and repair of equipment, ammunitions, and salaries. Parks, Recreation and Libraries expenditures are slightly higher when compared to prior years primarily due to salaries, program expenditures, contract services and supplies.

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. The Sales & Use Tax Fund provides monies for the General Fund, the General Capital Improvement Fund, and the Debt Service Fund. The Parks, Open Space, and Trails Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, pay bonds related to the Heritage Golf Course, 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 expenditures.

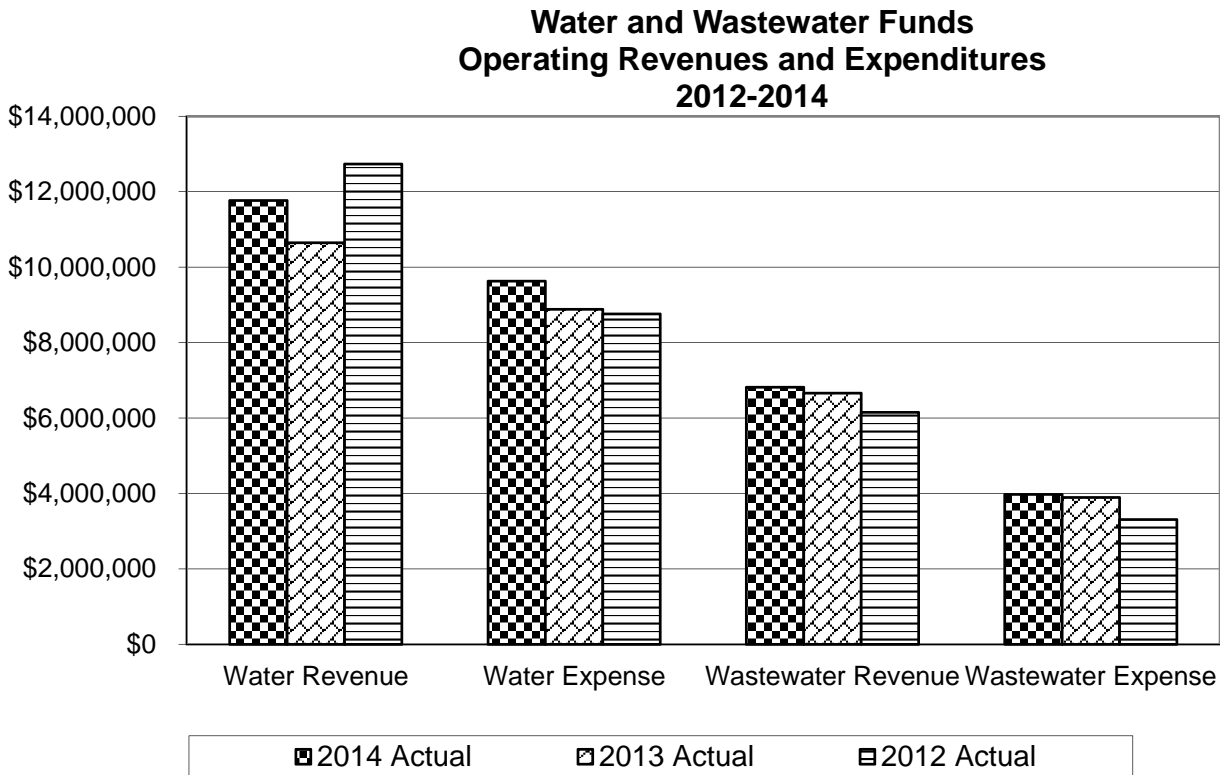
This chart indicates how the City’s Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space, and Trails Sales & Use Tax.



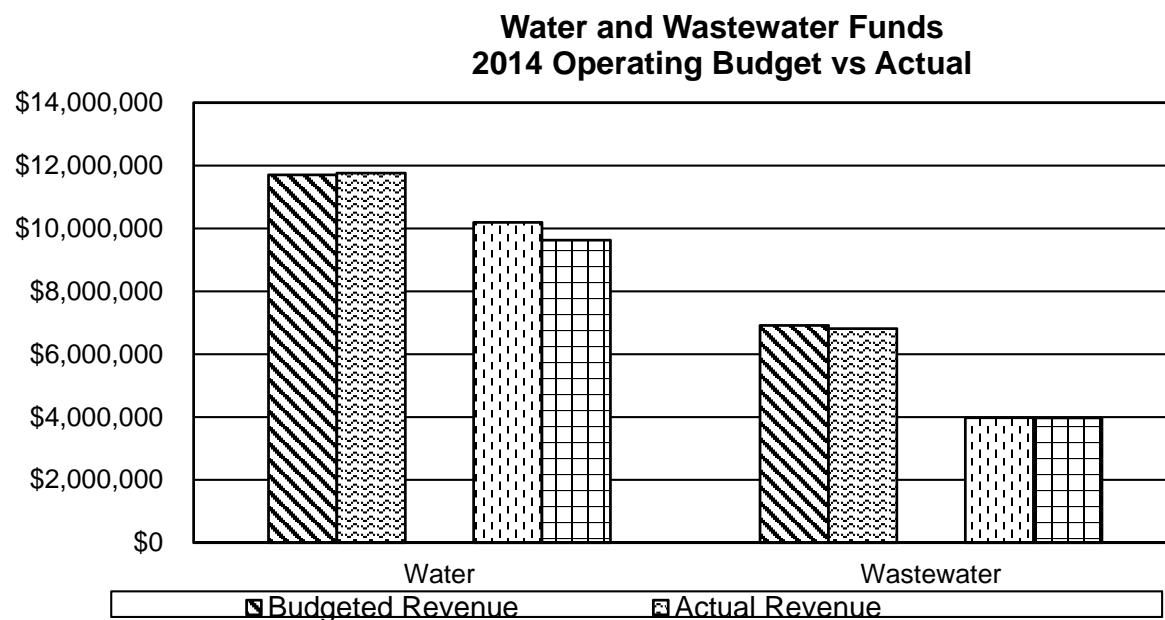
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

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



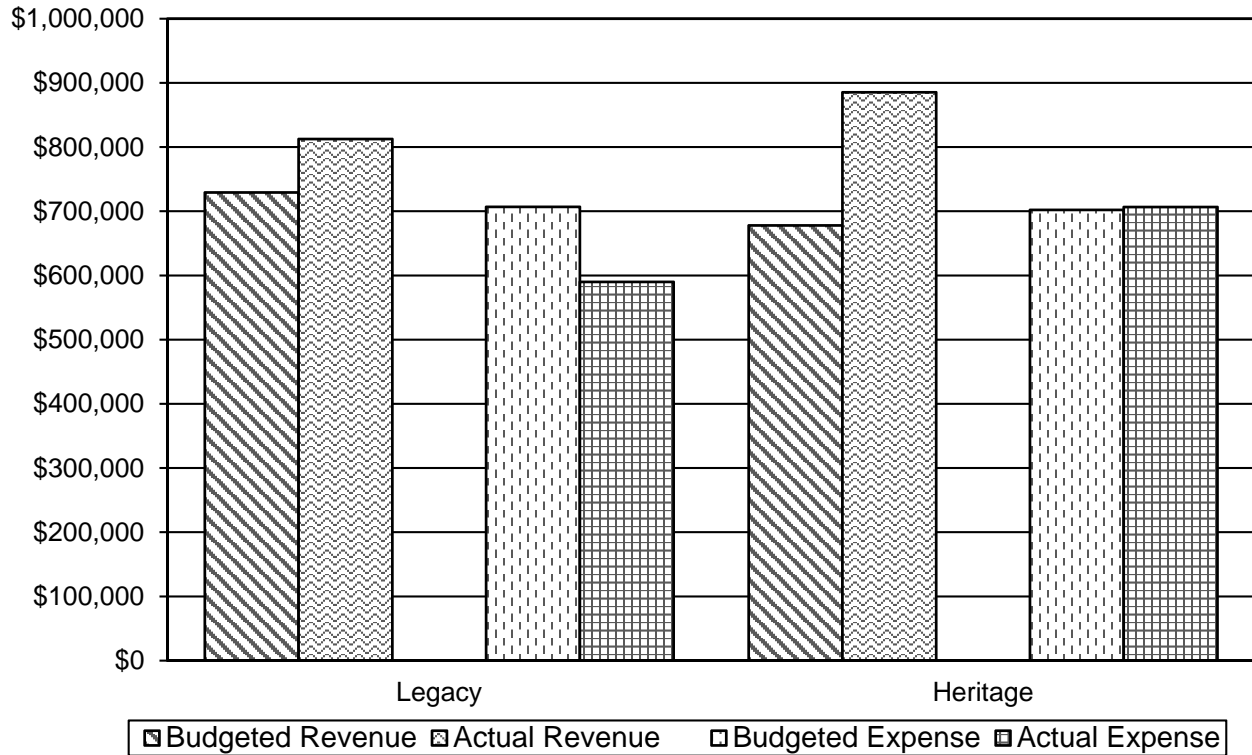
Water and Wastewater revenue variances are due to changes in billing rates; in the Water Fund, the variance is also due to the effect of climatic variations on water consumption. While 2014 Water expense exceeds prior years, overall it is under prorated budget.



Golf Course Enterprise (Legacy and Heritage Golf Courses)

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

**Legacy and Heritage Golf Course
2014 Operating Budget vs Actual**

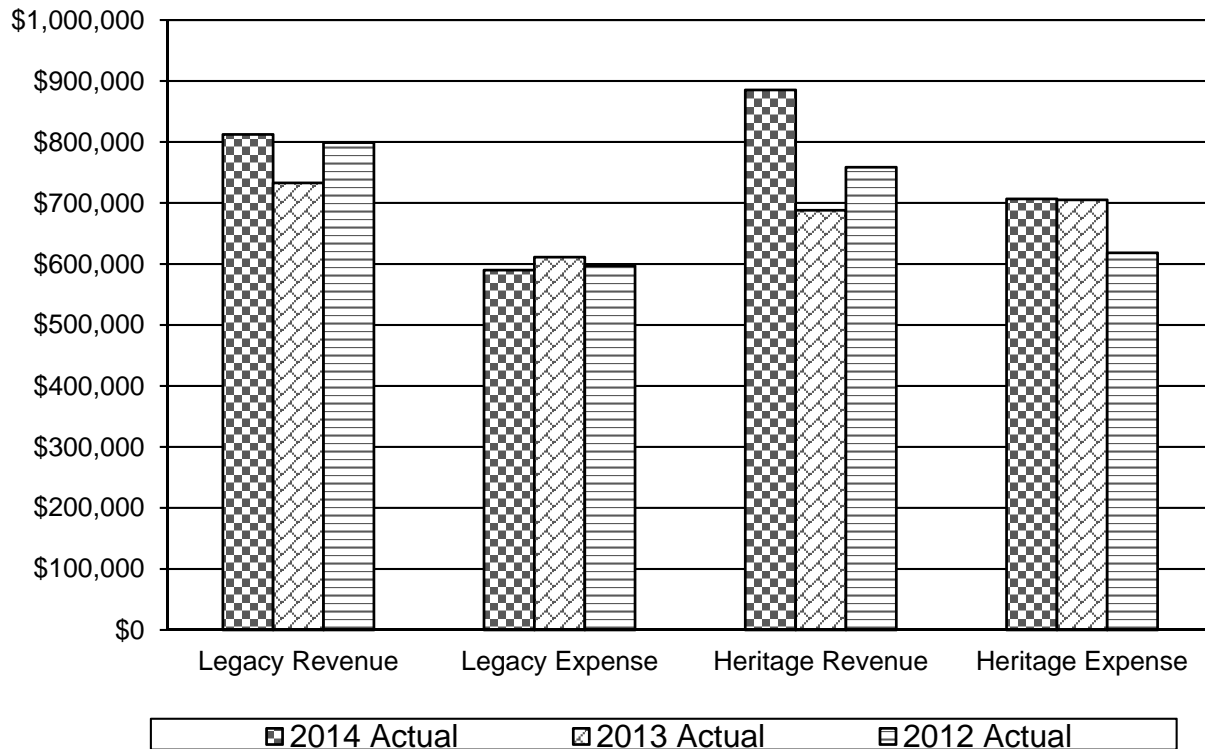


Golf Course revenues exceed budget in part because of various special promotions that ran in January and February as well as proceeds from the Golf Expo, and for Heritage, a reimbursement from Trimble Navigation for modifications to the Heritage.

Legacy’s favorable budget to actual expenditure variance results primarily from salary, utility and capital outlay savings.

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

**Legacy and Heritage Golf Courses
Operating Revenue and Expenditures
2012-2014**



Revenue variances are due primarily to climatic effects on charges for services including driving range and greens fees. In February, several special promotions and the Golf Expo generated additional revenue for the courses. Heritage revenue also reflects a reimbursement from Trimble Navigation for modifications to the Heritage.

This financial report supports City Council’s Strategic Plan Goal of Excellence in City Services by communicating timely information on the results of City operations to assist with critical decision making.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments

- Financial Statements
- Shopping Center Report

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH OF JUNE 2014

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	403,307	24,639	427,946	394,727	17,495	412,222	2	41	4
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	315,212	803	316,015	316,764	684	317,447	0	17	0
SHOPS AT WALNUT CREEK 104TH & REED TARGET	242,966	2,356	245,323	237,752	1,435	239,186	2	64	3
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	238,433	416	238,849	222,483	225	222,708	7	85	7
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	228,107	732	228,839	239,268	1,053	240,321	-5	-30	-5
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	179,854	1,129	180,983	174,109	328	174,437	3	244	4
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	177,240	486	177,726	171,124	2,285	173,410	4	-79	2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	125,839	40,566	166,405	148,860	27,340	176,199	-15	48	-6
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	128,157	1,063	129,220	119,912	726	120,638	7	46	7
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	118,524	1,204	119,728	167,314	469	167,783	-29	157	-29
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	87,108	25,844	112,952	43,580	131	43,710	100	19671	158
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	99,186	74	99,260	100,919	23,317	124,236	-2	-100	-20
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	96,998	1,320	98,318	101,349	242	101,591	-4	446	-3
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	88,897	1,107	90,004	90,970	996	91,966	-2	11	-2
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	86,272	3,261	89,533	82,294	198	82,493	5	1544	9

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH OF JUNE 2014

Center Location Major Tenant	Current Month			Last Year			%Change	
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use Total
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	65,005	208	65,213	61,417	1,595	63,012	6	-87 3
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	61,198	378	61,576	64,435	1,828	66,263	-5	-79 -7
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	56,894	347	57,241	56,907	572	57,479	0	-39 0
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	13,873	43,139	57,012	10,584	56,017	66,601	31	-23 -14
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	52,813	461	53,274	46,474	6,961	53,434	14	-93 0
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	43,994	124	44,118	33,012	18,162	51,174	33	-99 -14
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	40,920	377	41,297	33,669	54	33,723	22	597 22
WILLOW RUN 128TH & ZUNI SAFEWAY	33,686	428	34,114	26,112	233	26,345	29	84 29
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	28,212	83	28,296	25,051	1,237	26,287	13	-93 8
LA CONTE PLAZA E SIDE FEDERAL 72-74TH MCDONALD'S	27,009	82	27,091	17,029	57	17,086	59	45 59
	3,039,704	150,629	3,190,333	2,986,112	163,638	3,149,751	2	-8 1

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
JUNE 2014 YEAR-TO-DATE

Center Location Major Tenant	/----- YTD 2014 -----/	General Sales	General Use	Total	/----- YTD 2013 -----/	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	2,656,759	87,410	2,744,169	2,615,187	89,817	2,705,004	2	-3	1		
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	2,009,414	11,079	2,020,493	2,040,400	6,029	2,046,429	-2	84	-1		
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,515,853	11,141	1,526,995	1,534,883	22,818	1,557,700	-1	-51	-2		
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,456,225	39,518	1,495,743	1,333,268	3,461	1,336,729	9	1042	12		
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,224,322	7,274	1,231,596	1,268,268	9,314	1,277,582	-3	-22	-4		
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,048,015	3,073	1,051,088	998,465	12,424	1,010,890	5	-75	4		
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,044,454	11,686	1,056,140	1,057,808	5,047	1,062,855	-1	132	-1		
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,005,556	12,856	1,018,412	1,048,044	4,710	1,052,754	-4	173	-3		
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	878,366	146,232	1,024,597	842,783	106,584	949,367	4	37	8		
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	848,200	5,555	853,755	812,246	9,029	821,275	4	-38	4		
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	678,077	9,792	687,868	682,609	11,971	694,580	-1	-18	-1		
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	571,833	4,493	576,326	542,456	3,100	545,556	5	45	6		
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	437,855	2,923	440,778	457,860	2,457	460,317	-4	19	-4		
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	392,837	2,597	395,434	376,599	3,332	379,931	4	-22	4		
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	377,237	799	378,037	378,782	24,577	403,360	0	-97	-6		

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
JUNE 2014 YEAR-TO-DATE

Center Location Major Tenant	YTD 2014			YTD 2013			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	335,231	2,249	337,480	326,260	4,095	330,355	3	-45	2
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	299,180	28,968	328,148	266,168	1,028	267,196	12	2718	23
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	292,126	3,859	295,985	269,515	15,001	284,516	8	-74	4
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	258,182	6,763	264,944	263,160	4,565	267,725	-2	48	-1
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	249,314	4,001	253,315	157,754	20,208	177,962	58	-80	42
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	197,059	1,749	198,808	176,540	3,314	179,854	12	-47	11
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	196,018	2,119	198,136	173,205	4,489	177,694	13	-53	12
WILLOW RUN 128TH & ZUNI SAFEWAY	190,285	1,382	191,667	183,874	1,681	185,555	3	-18	3
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	155,947	2,321	158,268	152,117	3,115	155,232	3	-25	2
MEADOW POINTE NE CRN 92ND & OLD WADS CARRABAS	140,330	300	140,630	145,194	484	145,678	-3	-38	-3
	18,458,676	410,137	18,868,812	18,103,444	372,649	18,476,094	2	10	2



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Quarterly Insurance Claims Report – April through June 2014

Prepared By: Martee Erichson, Risk Manager

Recommended City Council Action

Accept the Second Quarter 2014 Insurance Claims Report.

Summary Statement

- The attached report provides detailed information on each liability insurance claim made to the City including the City's claim number, date of loss, claimant's name and address, a summary of the claim, and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office on litigated claims to make sure the interests of both the City and the citizen are addressed in each instance. The listing of the claims in this report is provided in accordance with Westminster Municipal Code 1-30-3.
- In accordance with Code provisions, the Risk Manager, acting as the City Manager's designee, has the authority to settle claims of less than \$30,000. However, under the City's contract with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), CIRSA acts as the City's claims adjuster and settlement of claims proceed with the concurrence of both CIRSA and the Risk Manager. The City retains the authority to reject any settlement recommended by CIRSA, but does so at the risk of waiving its insurance coverage for such claims.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Information on the status of each claim received during the 2nd quarter of 2014 is provided on the attached spreadsheet. All Incident Report forms are signed and reviewed by appropriate supervisors, Safety Committee representatives and department heads. Follow-up action, including discipline if necessary, is taken on incidents where City employees are at fault.

For the second quarter of 2014, Staff has noted the following summary information:

- Fourteen of the 18 claims reported in the second quarter of 2014 are closed at this time.
- Total claims for the quarter and year-to-date are broken down by department as follows:

Department	2nd Qtr 2014			YTD Total
	Total Claims	Open	Closed	
Fire	0	0	0	2
Parks, Recreation and Libraries (PRL)	5	0	5	7
Police (PD)	5	3	2	10
Public Works and Utilities (PWU) - Street Maintenance	5	0	5	10
Public Works and Utilities (PWU) - Utility Field Operations	3	1	2	9
TOTAL	18	4	14	38

Risk Management supports Council’s Strategic Plan goal of Excellence in City Services by working to mitigate the cost of claims to the City and maintaining a loss control program that strives to keep City streets and facilities safe for the general public.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Quarterly Insurance Claims Report – April through June 2014

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2014-107	4/12/2014	PRL	Joel Archuleta	8223 Simms Ct., Arvada CO 80005	Claimant alleges his golf clubs were damaged when the golf bag rack on the back of a cart fell off the cart.	\$ 150.00	Closed	Claim denied based on Colorado Governmental Immunity Act; however, claimant was offered payment under the City's "good neighbor" settlement program.
2014-107	4/12/2014	PRL	Cooper Boeff	12920 W 84th Ave., Arvada CO 80005	Claimant alleges his golf clubs were damaged when the golf bag rack on the back of a cart fell off the cart.	\$ 150.00	Closed	Claim denied based on Colorado Governmental Immunity Act; however, claimant was offered payment under the City's "good neighbor" settlement program.
2014-108	4/15/2014	PWU - Util	Thomas Beaver	500 W 123rd Ave. Apt 3114, Westminster CO 80234	Claimant's parked vehicle was damaged when a City employee moved the excavator he was operating a short distance through a parking lot with the excavator outriggers extended and hit the claimant's vehicle.	\$ 712.28	Closed	

Quarterly Insurance Claims Report – April through June 2014

2014-116	4/24/2014	PD	Marco lacovetta	7725 Newton St., Westminster CO 80030	Police officer was driving through a parking lot when he rear ended the claimant's vehicle.	\$ 2,798.88	Closed	
2014-101	4/5/2014	PWU - Util	John & Kathy Ramirez	7360 Winona Ct., Westminster CO 80030	Claimants allege damage to their hot water heater due to the water from the main being turned back on too quickly after the repair of a water main break.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2014-126	5/12/2014	PWU - Streets	Melissa Molinaro	14841 E 116th Dr., Brighton CO 80603	Claimant's vehicle was damaged when she hit a pothole that was known and had been temporarily patched.	\$ 947.06	Closed	Claim denied based on a finding of no negligence on the part of the City; however, claimant was offered payment under the City's "good neighbor" settlement program.
2014-141	5/27/2014	PRL	Preston Cogburn (minor); Brad & Barbara Cogburn (parents)	10623 Grove Ct., Westminster CO 80023	Claimants allege their child was injured on a piece of metal ground edging at a City facility.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.

Quarterly Insurance Claims Report – April through June 2014

2014-166	6/16/2014	PWU - Streets	Robert Maple	3430 W 104th Pl., Westminster CO 80031	Claimant alleges he was injured from a bicycle accident that was caused by the separation between a bike path and a sidewalk.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2014-173	6/21/2014	PD	Shirley Rossini	8625 Clay St #226, Westminster CO 80031	Claimant seeking reimbursement for damages to a door that had to be kicked in by police officers.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2014-177	6/25/2014	PRL	Michael Steiner	1835 Parkdale Cr N., Erie CO 80516	Claimant alleges damage to his vehicle when he parked under a tree at a City park and tree sap fell on his vehicle.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
CLAIMS SUBMITTED RECENTLY WITH OCCURRENCE DATE PRIOR TO 2nd QUARTER 2014:								
2012-428	7/16/2012	PWU - Util	Theresa Stagman	10660 Yates Dr., Westminster CO 80031	Claimant alleges the City is responsible for damage to her private sewer line.	\$ -	Open	CIRSA investigating

Quarterly Insurance Claims Report – April through June 2014

2013-404	10/10/2013	PD	Eric Brandt	7100 Stuart St. Apt #4, PO Box 133, Westminster CO 80036	Claimant alleges he suffered injuries due to infringement of his legally protected liberties during an incident at his home with police officers.	\$ -	Open	CIRSA investigating
2013-404	10/10/2013	PD	Alana Hanley	C/O Eric Brandt, 7100 Stuart St. Apt #4, PO Box 133, Westminster CO 80036	Claimant alleges she suffered injuries due to infringement of her legally protected liberties during an incident with police officers at a home where she was a house guest.	\$ -	Open	CIRSA investigating
2013-353	11/30/2013	PRL	Justin Sandoval	2966 Castle Peak Ave, Superior CO 80027	Claimant's attorney alleges the claimant was injured after he slipped and fell on ice that had formed on a golf course cart path.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2013-406	12/16/2013	PD	Eric Brandt	PO Box 133, Westminster CO 80036	Claimant alleges he suffered injuries due to infringement of his legally protected liberties during an incident at his home with police officers.	\$ -	Open	CIRSA investigating

Quarterly Insurance Claims Report – April through June 2014

2014-105	1/27/2014	PWU - Streets	Stacy Dykers	1282 Parsons Ave., Castle Rock CO 80104	Claimant alleges her vehicle was damaged when she hit a pothole.	\$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2014-120	2/26/2014	PWU - Streets	Nicholas Garza	931 Longspeak St., Brighton CO 80601	Claimant's attorney alleges damage to the claimant's vehicle when the claimant swerved to avoid a CDOT sign and hit a cement median.	\$ -	Closed	Claim denied based on the fact the location of the accident is not within the City's jurisdiction.
2014-140	3/30/2014	PWU - Streets	Denise Rodriguez	9044 Utica Ct., Westminster CO 80031	Claimant's attorney alleges the claimant suffered property damage and injury when she was backed into by another motorist while stopped on a highway off-ramp.	\$ -	Closed	Claim denied based on the fact the location of the accident is not within the City's jurisdiction.
					TOTAL	\$ 4,758.22		



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: 72nd Avenue/ Raleigh Street Bridge Replacement Project - Construction Contract

Prepared By: David W. Loseman, Assistant City Engineer

Recommended City Council Action

Authorize the City Manager to award the bid and execute a contract with the lowest and most qualified bidder, Hamilton Construction Co., in the amount of \$5,016,947.90 for the construction of the 72nd Avenue/Raleigh Street Bridge Replacement Project; and authorize a construction contingency of \$450,000.

Summary Statement

- The final design for the project to replace the substandard structure carrying 72nd Avenue over Little Dry Creek at the 72nd Avenue and Raleigh Street intersection was completed under a contract with Jacobs Engineering Group several months ago. The project includes utility system improvements and replacements within an extended project area around the intersection since the current utility facilities in this area are among the oldest such systems existing in the City.
- In addition to the City-funded utility work mentioned above, a federal grant for the replacement of the concrete box culvert at 72nd Avenue and Raleigh Street was secured through the Colorado Off-System Bridge Program in 2010. A total amount of \$1,843,400 in federal funding was awarded for bridge construction costs and associated road improvements. The minimum local match to secure these federal funds is \$460,850, and that amount was authorized by Council through several actions for this project using the City’s Carryover funds and Bridge Replacement Capital Improvement Project funds in 2010 through 2013.
- In addition to the aging utilities in this vicinity, a complicating factor associated with the project is traffic control along 72nd Avenue. Staff presented alternatives regarding the handling of traffic to the City Council during the Study Session of June 3, 2013. At that time, Council elected to support the alternative that had been previously embraced by the Adams 50 School District, which calls for the full closure of 72nd Avenue from June to November in 2015.
- Requests for bids for the construction of the project were advertised in the Daily Journal for four weeks, and bids were opened on June 19. Four bids were received and opened, and the lowest bidder is Hamilton Construction Co. with a bid of \$5,016,947.90.
- The proposed construction contingency of \$450,000 is appropriate for a project of this size and complexity.

Expenditure Required: \$5,466,947.90

Source of Funds: General Capital Improvement Fund – 72nd Avenue/LDC Bridge Replacement Project
Utility Fund – 72nd Avenue/Bradburn Water Account
Utility Fund – 72nd Avenue/Bradburn Wastewater Account

Policy Issue

Should the City proceed with the construction of the 72nd Avenue/Raleigh Street Bridge Replacement Project?

Alternative

An alternative to the proposed action is to not construct the project. Staff does not recommend this alternative because the City would lose all of the federal funding already obligated to the project. In addition, it has become important to replace the deteriorating utility and storm drainage infrastructure in this portion of the City.

Background Information

In April 2012, the City and Jacobs Engineering Group, Inc. (Jacobs) entered into a negotiated contract for design engineering services associated with the replacement of the bridge carrying 72nd Avenue over Little Dry Creek at Raleigh Street. The scope of work, developed by the Community Development Department and the Public Works and Utilities Department, was to prepare construction drawings and specifications necessary to bid and construct a new bridge and to replace water and sanitary sewer facilities in the general area due to their age or capacity problems. The project is complex by virtue of the bridge being located at a busy intersection in an area where utility systems are extensive and older than almost anywhere else in the City. The design effort for the project was completed several months ago, and the advertisement for bids to construct the project began on May 8, 2014. A map showing the limits of the project is attached.

The roadway construction package for this project was advertised in the Daily Journal and on the City's website for six weeks, and bids were opened on June 19. Four contractors submitted bids on this project with the low bid of \$5,016,947.90 being submitted by Hamilton Construction Co. It is recommended that City Council award the construction contract to Hamilton Construction Co.

The bid results are as follows:

<u>Bidder</u>	<u>Amount of Bid</u>
Hamilton Construction Company	\$5,016,947.90
Jalisco International, Inc.	\$5,365,616.65
New Design Construction	\$5,576,736.20
Concrete Express, Inc.	\$7,031,160.50
Engineer's Estimate from Jacobs Engineering	\$4,392,306.00

Staff has reviewed the results of the bidding procedure and recommends that the low bidder for the bridge, utility and roadway contract, Hamilton Construction Co., be awarded the contract for construction of the project in the amount of \$5,016,947.90. Staff is not familiar with Hamilton Construction Co., but the company is pre-qualified with the Colorado Department of Transportation. Hamilton Construction Co. is a seventy year old firm based in Oregon that now has an office in Golden, Colorado. Based on Staff's research into this firm, staff is confident that the company will complete this project in a timely and professional manner.

Staff is well aware that the low bid on this project was \$624,642, or 14.2%, higher than the estimate prepared by the City's engineering consultant. Based upon conversations that staff has had with personnel of neighboring jurisdictions, this percentage increase in construction costs in 2014 is actually less than the average increase that other cities have been experiencing. Staff has heard reports of recent construction bids that have exceeded the engineer's estimate by 20% to 50%. It is evident from the level

of activity that is occurring this summer in the Denver-metropolitan area that this is a “contractor’s market,” and there is no reason to believe that the City would receive more favorable results if this project was re-bid at a later date.

The requested construction contingency of \$450,000 is approximately 9% of the overall construction budget. This is a reasonable contingency for a project of this size and complexity.

Funding for the project comes from several sources including federal funds that can only be used for the bridge replacement, City carryover funds, funding from the General Capital Improvement Project Fund (GCIF) and funding from water and wastewater accounts in the Utility Fund.

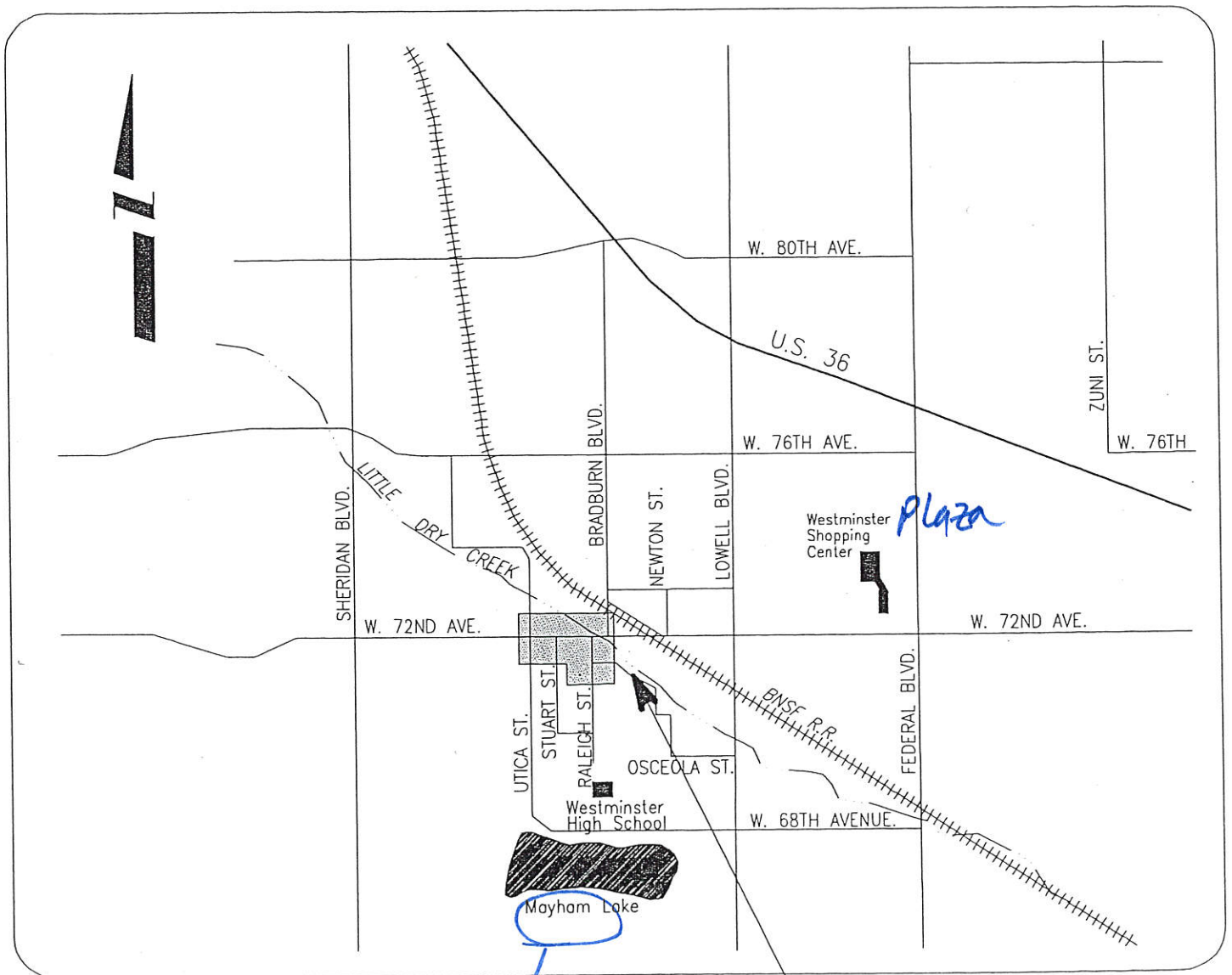
The construction of the 72nd Avenue/Raleigh Street Bridge Replacement Project fulfills City Council’s goals of providing Vibrant and Inclusive Neighborhoods, a Dynamic, Diverse Economy, and Excellence in City Services.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment – Vicinity Map

PROJECT VICINITY MAP



NOT TO SCALE

Hidden Lake

PROJECT AREA



Agenda Item 8 D

Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Westminster Station Property Acquisition from Nolan's RV

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Authorize the City Manager to enter into a purchase and sale agreement with Nolan RV (legally registered as JDRE Holdings LLC and Nolan's R.V. Center, Inc.) for an amount not to exceed \$2,350,000, in substantially the same form as presented in Attachment "A."

Summary Statement

- The Denver Regional Transportation District (RTD), through its contractual arrangement with Denver Transit Partners (DTP), has proceeded with work on the Westminster Station improvements.
- The City entered into an agreement with RTD that requires the City to construct various transit elements including at least 350 parking spaces to be accommodated in a parking garage, access to a DTP-built pedestrian tunnel serving the loading platform via construction of a public plaza, a bus transfer facility, and roadway access to the parking and bus facility.
- Under an agreement with the Urban Drainage and Flood Control District (UDFCD) and the Colorado Department of Transportation (CDOT), the City is required to acquire and improve property to accommodate a water quality pond in support of improvements to the Federal Boulevard bridge replacement.
- The above noted agreements necessitate the City acquiring a portion of the Nolan RV site to complete the required improvements, in particular the street access and circulation, the water quality pond, and completion of the public plaza on the east end.
- Staff has been in negotiations with Nolan RV for the better part of a year, and has reached an agreement on the acquisition for \$2,350,000 plus other considerations described below.

Expenditure Required: \$2,350,000

Source of Funds: South Westminster Transit General Capital Improvement Fund

Policy Issue

Should the City proceed with acquisition of property needed to complete improvements in support of Westminster Station transit project as required by agreements with RTD, UDFCD, and CDOT?

Alternatives

1. Council could choose not to proceed with the acquisition of any land required for the Westminster Station Project improvements and look to modify plans accordingly. Staff recommends that this alternative not be considered as it would require the City and WEDA to renegotiate plans and agreements with RTD and CDOT and would likely result in a failure to meet previously agreed to deadlines in these agreements.
2. Council could choose not to proceed with acquisition from Nolan's RV as negotiated and pursue other property on which to construct the necessary improvements. Staff recommends that this not be considered as it would require a redesign of the Project and the proposed property acquisition has already been evaluated for its cost effectiveness and determined to be the best option.

Background Information

RTD is underway on the construction of the Eagle P3 commuter rail project that will bring a rail station to South Westminster in the vicinity of 69th Avenue and Hooker Street. DTP has already commenced with construction of Westminster Station and is in the process of installing a pedestrian tunnel under the Burlington Northern and Santa Fe (BNSF) Railroad tracks. In conjunction with this project, the City and RTD entered into an intergovernmental agreement (IGA) to fund and construct rail service-related improvements relative to a rail station along the BNSF Railroad tracks just west of Federal Boulevard. Pursuant to the IGA, RTD will provide approximately \$9.6 million in funds with which the City is required to provide the following improvements:

- Construction of a public plaza providing access to the train loading platform;
- Construction of a bus transfer facility;
- The provision of at least 350 permanent parking spaces for use by RTD commuters free of charge; and,
- Construction of a roadway(s) providing access to the RTD parking spaces from Federal Boulevard.

In anticipation of constructing the parking garage, the City acquired an approximate 7-acre tract of undeveloped land, referred to as the Icon property, in 2010, upon which the garage is to be built. In addition, the City acquired the southern-most part of the property at 3200 W. 71st Avenue (known as the KEW parcel) in 2013 for the purpose of constructing the pedestrian tunnel, the supporting public plaza, and the eventual continuation of the planned Westminster Station Drive providing access to the rail station from Federal Boulevard. Given these acquisitions, the necessity to comply with the agreements, and a development framework for the rail station area as detailed in the South Westminster Transit Oriented Development (TOD) plan (see Attachment "B"), Staff proceeded to evaluate land acquisition options for implementing the required improvements. Based on a thorough assessment of implementation options, Staff determined that additional land would need to be acquired in all scenarios to complete the public plaza, provide reasonable street access and circulation, and accommodate water quality. Given the land acquisitions needs, Staff further evaluated options for land acquisition. In all scenarios, it was determined that a portion of the Nolan RV property would need to be acquired to more immediately accommodate a small water quality pond for CDOT and completion of the plaza on the eastern end. The amount of land required to be purchased from Nolan RV could also be minimized by acquiring other

properties to accommodate the needed roadway improvements. However, further cost analysis determined that the most cost-effective means of completing the improvements would be to negotiate a purchase for all the land needed from Nolan RV.

Accordingly, Staff has been in negotiations with Nolan RV for the better part of a year to consummate a sale. Through these negotiations, Nolan RV and City Staff have come to a mutually acceptable agreement to have the City acquire a portion of the Nolan RV property as generally shown in Attachment "C." The agreed to terms and conditions, as incorporated into the Purchase and Sale Agreement, include the following:

1. The City will pay Nolan \$2,350,000 at closing;
2. The City will convey an approximate 14,000 square foot parcel as shown in Attachment "C," to Nolan RV at no cost;
3. The City will construct the improvements to Westminster Station Drive and Grove Street adjacent to the retained Nolan RV parcel including utilities;
4. The City will lease the land south of the Westminster Station Drive alignment back to Nolan RV for a term up to two (2) years for a nominal rent of \$1/year;
5. The City will reinstate security fencing, driveway access and customer parking, and reconnect utilities as necessary;
6. The City would incur the cost of relocating the monument business sign on Federal Boulevard; and,
7. The City will demolish at its own expense the western most Nolan RV building that straddles what is to be the Grove Street right-of-way and what will be the western property line as shown in Attachment "C."

As a result of this transaction, Nolan RV would continue to operate on the remaining balance of their property until such time as Mr. Nolan chooses to sell the property for redevelopment.

The proposed acquisition supports the City's Strategic Plan Goals of Vibrant and Inclusive Neighborhoods where improvements on the property will lead to development of a transit supported community; Ease of Mobility by supporting development of the commuter rail station; and, Proactive Regional Collaboration by working in partnership with the Denver Regional Transportation District to create a vibrant and exciting rail station area and transit oriented development project.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments: Attachment A - Purchase & Sale Agreement
Attachment B - TOD Plan
Attachment C - Acquisition and Conveyance Parcels

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the 29th day of July, 2014 (the “Effective Date”) by and between JDRE Holdings, LLC and Nolan’s R. V. Center, Inc. (“Nolan’s”), and the CITY OF WESTMINSTER, a Colorado home-rule municipality (“City”). Nolan’s and City are sometimes referred to herein individually as a “Party,” and collectively as “the Parties.”

1. CONVEYANCE. Nolan’s agrees to sell and convey to City, and City agrees to purchase from Nolan’s, the fee simple interest in the real estate located in the County of Adams, State of Colorado, described on Exhibit A attached hereto and made a part hereof, together with all of Nolan’s right, title and interest in and to the following: any rights to any land lying in the bed of any existing dedicated street, road or alley adjoining the real estate, and all strips and gores adjoining the real estate; any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real estate; any and all water rights, if any, whether adjudicated or unadjudicated, tributary or non-tributary and all related interests of whatever nature and however evidenced; all coal, oil, gas and other mineral rights, if any, and any right to royalties from same; and, all other privileges, water and sewer taps, utility rights, vacations, licenses, rights and easements appurtenant to the land described in Exhibit A (collectively the “Nolan’s Property”).

2. CONSIDERATION. Buyer’s consideration for the conveyance of the Property consists of two parts: (1) TWO MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100’S DOLLARS (\$2,350,000.00), in good funds shall be due and payable at the Closing, as that term is defined in Section 8 below, plus (2) the conveyance of the Property described on Exhibit “B,” attached hereto and made a part hereof, from City to Nolan’s together with all of City’s right, title and interest in and to the following: any rights to any land lying in the bed of any existing dedicated street, road or alley adjoining the real estate, and all strips and gores adjoining the real estate; any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real estate; any and all water rights, if any, whether adjudicated or unadjudicated, tributary or non-tributary and all related interests of whatever nature and however evidenced; all coal, oil, gas and other mineral rights, if any, and any right to royalties from same; and, all other privileges, water and sewer taps, utility rights, vacations, licenses, rights and easements appurtenant to the land described in Exhibit B (collectively “City Property”).

3. EARNEST MONEY. Within five (5) days after the Effective Date, City shall deliver to the Title Company FIFTY THOUSAND AND NO/100’S DOLLARS (\$50,000.00) as earnest money (which, together with interest earned thereon, is hereinafter referred to as the “Earnest Money Deposit”), to be held by the Title Company. If the Closing occurs, the Earnest Money Deposit shall be applied to the Purchase Price at Closing. If this Agreement is not closed, then Nolan’s shall be entitled to the Earnest Money Deposit unless City is otherwise entitled to a refund of the Earnest Money Deposit as provided for elsewhere herein. Any interest earned on the Earnest Money Deposit shall be the sole property of the Party entitled to the Earnest Money Deposit pursuant to the terms of this Agreement.

4. DELIVERABLES AND DILIGENCE ITEMS.

(a) Diligence on the Nolan's Property and City Property

(i.) Title Commitment. Within twenty (20) days after the Effective Date of this Agreement, City shall obtain, at its sole cost and expense, separate title commitments for the Nolan's Property and City Property prepared by Heritage Title Company ("Title Company") (individually, the "Title Commitment"), together with copies of all documents constituting exceptions to title as reflected in the Title Commitment. City shall deliver a copy of both Title Commitments to Nolan's.

(ii.) Survey. Attached hereto as Exhibit E is a survey of the Nolan Property and City Property (individually, the "Survey"). The Survey identifies the property described in Exhibit A (the "Nolan's Property") (consisting of 4.978 acres), Exhibit B (the "City Property") (consisting of 0.369 acres), Exhibit C (the "Leased Property"), and Exhibit D (the "Remaining Nolan's Property") (consisting of 3.729 acres). For purposes of clarification, the Remaining Nolan's Property refers to the current real property owned by Nolan's at this site which is not being sold to City and which shall remain Nolan's property. The acreage and square footage indicated on Exhibit E are relied upon by the parties as accurate and are a material part of this transaction. It is understood and agreed that Exhibit A also includes an easement or other ownership interest that has already been conveyed by Nolan's to City and the consideration paid by City to Nolan's in that transaction does not reduce the consideration due to be paid Nolan's by City set forth in this Agreement. Nolan agrees to cooperate with the City in obtaining an ALTA or other such survey as may be required by the Title Company in order to delete the standard exceptions from the title policies for the Nolan Property and the City Property.

(iii.) Environmental Assessment. In addition to any inspections either Party may elect to undertake on their own behalf pursuant to Section 5 below, within seventy-five (75) days after the Effective Date of this Agreement, City shall obtain a Phase I Environmental Site Assessment Report ("ESA") for the Nolan's Property and the City Property with an effective date that is no older than ninety (90) days prior to Closing. Should either Phase I ESA determine there is likely contamination on the Nolan's Property or the City Property, the Buyer of said property may obtain a completed Phase II ESA prior to Closing (the "Assessment").

(iv.) Defects Notice. If Nolan's or City determines, in its sole discretion, that the Survey, Assessment, Title Commitment, or any elective inspection undertaken pursuant to Section 5 below ("Inspection") applicable to their prospective acquisition does not meet their needs, Nolan's or City, as applicable, shall, not later than fourteen (14) days prior to Closing, deliver written notice to the other of any Title Commitment, Survey, Assessment, or Inspection-related conditions that are not acceptable ("Defects"). Any matters not specified as Defects in said notice shall be deemed "Permitted Exceptions." City and Nolan's, as applicable, upon such notification of any such Defects, shall proceed to cure same and shall have ten (10) days from the date of such notice of Defects within which to cure the

Defects to the other's reasonable satisfaction. If Nolan's is unable to cure any Defect identified by City in regard to the Nolan's Property, as applicable, then, at City's sole option, City may, prior to Closing, terminate this Agreement. If City is unable to cure any Defect identified by Nolan's in regard to the City Property, then, at Nolan's sole option, Nolan's may terminate this Agreement as to the acquisition and conveyance of City Property, in which case the Purchase Price for the Nolan's Property as set forth in Section 2 above shall, at Nolan's election, be increased by One Hundred Twenty Thousand Dollars (\$120,000), shall no longer include the conveyance of the City Property to Nolan's, and all obligations and rights of Nolan's and City under this Agreement with respect to the City Property shall terminate, except those obligations and rights set forth in Section 5 below. Upon Closing, all of the subject property is conveyed "as is" with regard to defects of any sort, known or unknown, knowable or not, and the parties shall thereafter have no liability as to the other for same.

(v.) With respect to the City Property as to City, and with respect to the Nolan's Property as to Nolan's, each Party shall be required to cure (I) all existing monetary liens (provided that funds from Closing may be used for such purpose) and (II) any and all encumbrances created by City or Nolan's after the date of this Agreement, at each Party's sole cost and expense. Any failure to cure such defects shall be a default, which shall be subject to the provisions of Section 13 below. All liens and encumbrances caused by a Party, and any Defects or other matters waived or deemed acceptable by a Party pursuant to this Section 4, shall be Permitted Exceptions as that term is used herein.

5. INSPECTIONS/TESTING. The following provisions shall apply to City with respect to the Nolan's Property and Nolan's with respect to the City Property (the "Applicable Party"). During the seventy-five (75) day period following the Effective Date, the Applicable Party, personally or through its authorized agents or representatives, shall be entitled, at the Applicable Party's sole cost and expense, to enter upon the Nolan's Property or the City Property, as applicable, at all reasonable times in order to perform such investigations as the Applicable Party shall deem necessary, including, without limitation, soil, engineering and environmental tests, including asbestos. The Applicable Party will promptly repair and restore any damage or injury to the Nolan's Property or City Property caused by such investigations. The Applicable Party shall not permit any liens or encumbrances to arise against the Nolan's Property or City Property in connection with or as a result of such inspections, studies or investigations. To the extent allowed by law, the Applicable Party shall indemnify, defend and hold harmless the other against, for and from any and all losses, liabilities, costs, expenses, (including, without limitation, reasonable attorneys' fees and costs of court), damages, liens, claims (including without limitation mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from or relating to Applicable Party's (or Applicable Party's agents, employees or representative) entering upon the Nolan's Property or City Property to test, study, investigate or inspect such Property, whether pursuant to this Section 5 or otherwise, except to the extent caused by the negligence or willful misconduct of the Applicable Party.

6. RISK OF LOSS. Prior to Closing, the risk of loss or damage to the Nolan's Property shall remain with Nolan's and the risk of loss to the City Property shall remain with City.

7. CLOSING.

(a) Closing Date. Subject to the terms of this Agreement, “Closing” shall take place no later than October 31, 2014, or on such other date as the Parties shall mutually agree in writing.

(b) Place. Closing shall be held at the Title Company or such other location as the Parties may mutually agree in writing.

(c) Documents from Nolan’s. Nolan’s shall deliver at Closing the following executed documents in form and content reasonably acceptable to City.

(i.) *Deed*. A Special Warranty Deed conveying good, marketable and insurable fee simple title to the Nolan’s Property.

(ii.) *Affidavit*. Affidavit(s) stating that: (A) except as otherwise provided in this Agreement, possession of the Nolan’s Property is being delivered in a vacant condition; (B) there are no unrecorded or oral leases or agreements affecting the Nolan’s Property; (C) Nolan’s has not ordered any work that remains unpaid that can form the basis for the filing of a lien against the Nolan’s Property; (D) Nolan’s is not a foreign person or entity; and (E) such other affidavits as Title Company may customarily require as a condition to its deletion of certain standard exceptions.

(iii.) *Closing Statement*. Four (4) signed copies of a closing statement approved by City.

(iv.) *Authority*. Such evidence or documents as may be reasonably required by the Title Company evidencing the status and capacity of Nolan’s and the authority of the person or persons who are executing the various documents on behalf of Nolan’s in connection with the sale of the Property, including, but not limited to, a good standing certificate from the Secretary of State and corporate resolutions, if applicable.

(v.) *Other Documents*. Such other documents required by this Agreement and/or which the Title Company may reasonably require.

(d) Documents from City. City shall deliver at Closing the following executed documents:

(i.) *Deed*. A Special Warranty Deed conveying good, marketable and insurable fee simple title to City Property.

(ii.) *Affidavit*. Affidavit(s) stating that: (A) except as otherwise provided in this Agreement, possession of the City Property is being delivered in a vacant condition; (B) there are no unrecorded or oral leases or agreements affecting the City Property; (C) City has not ordered any work that remains unpaid that can form the basis for the filing of a

lien against the City Property; (D) City is not a foreign person or entity; and (E) such other affidavits as Title Company may customarily require as a condition to its deletion of certain standard exceptions.

(iii.) *Closing Statement.* Four (4) signed copies of a closing statement approved by Nolan's.

(iv.) *Authority.* Such evidence or documents as may be reasonably required by the Title Company evidencing the status and capacity of City and the authority of the person or persons who are executing the various documents on behalf of City in connection with the acquisition of the Nolan's Property.

(v.) *Other Documents.* Such other documents required by this Agreement and/or which the Title Company may reasonably require.

(e) Payments. The cash portion of the Purchase Price payable by cash or certified funds, subject to any applicable reimbursements, adjustments or credits (including, without limitation, the Earnest Money Deposit, and proration of real estate taxes as applicable) shall be delivered at Closing.

(f) Real Estate Taxes. General and special real estate taxes, including without limitation any such taxes payable to the County of Adams, State of Colorado, and other state, county or city taxes for the year of closing shall be prorated to the Closing as a credit to City on the closing settlement statement, based on the most recent real estate tax assessment made against the Nolan's Property, and will be a final settlement of taxes between the Parties.

(g) Transfer Taxes. Any recordation, transfer or sales tax, shall be paid by the respective transferor at Closing.

(h) Recording Fees. Recording the Nolan's Property Deed shall be at City's expense and recording of any documents needed to clear title to the City Property shall be at City's expense. Recording the City Property Deed shall be at City's expense, and recording of any document needed to clear title to the City Property shall be at Nolan's expense.

(i) Brokers. Nolan's and City represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Agreement, except NONE. City and Nolan's agree to protect, indemnify, defend and hold the other, and its nominees, successors and assigns harmless for, from and against any and all claims, costs (including reasonable attorneys fees incurred by City or Nolan's, as the case may be, in connection with the subject of the indemnity), commissions, fees or damages by any person or firm claiming to be entitled to compensation as a result of this transaction.

(j) Escrow Fees. Any escrow and/or closing fees charged by the Title Company shall be paid 50-50 by City and Nolan's at Closing.

(k) Title Policy. It shall be a condition precedent to City's obligation to close that City shall receive an ALTA Extended Coverage Owner's Policy of title insurance (the "Title Policy") issued by or unconditionally committed to be issued by the Title Company on the standard ALTA form in use in the State of Colorado, insuring good and marketable title to the Nolan's Property in City, subject only to the title exceptions approved by City pursuant to Section 4 above. The cost of the Title Policy shall be borne by City.

(l) City Property Title Policy. It shall be a condition precedent to Nolan's obligation to close that Nolan's shall receive an ALTA Extended Coverage Owner's Policy of title insurance (the "Title Policy") issued by or unconditionally committed to be issued by the Title Company on the standard ALTA form in use in the State of Colorado, insuring good and marketable title to the City Property in Nolan's, subject only to the title exceptions approved by Nolan's pursuant to Section 4 above. The cost of the Title Policy shall be borne by Nolan's.

8. **SURVIVAL OF CLOSING.** All representations, warranties and indemnities, and all rights to receive attorney's fees, contained in this Agreement shall survive the Closing of this transaction (and shall not merge with title) and remain enforceable.

9. **LEASE BACK OF PROPERTY.** At Closing, Nolan's and City shall enter into a lease ("Lease") for the portion of the City Property shown on Exhibit "C," attached hereto and made a part hereof (the "Leased Property") for a term of two (2) years after the Closing date, unless terminated sooner by written agreement of the City and the tenant, which lease shall contain the following terms, and such other terms as are customary in commercial leases in the Denver metropolitan area:

(a) Annual rent during the term of the Lease shall be One Dollar (\$1).

(b) During the term of the Lease, City shall maintain reasonable access to the Leased Property and any public improvements constructed or caused to be constructed by City shall be constructed in such a manner so as not to interfere with Nolan's access to the Leased Property.

(c) During the term of the Lease, Nolan's shall maintain in good repair, at Nolan's sole cost and expense, the building and all other improvements on the Leased Property, including the landscaping, hardscaping, and irrigation systems, and shall be responsible for snow removal and payment of all utilities associated with Nolan's use of the Leased Property.

(d) During the term of the Lease, Nolan's shall indemnify and hold harmless the City against any claims, demands, judgments or costs, including attorneys fees, arising from Nolan's lease and use of the Leased Property and shall maintain commercially reasonable casualty, liability and other insurance as may be acceptable to City in City's reasonable discretion.

(e) During the term of the Lease, Nolan's may continue to operate its existing business activities on the Leased Property.

(f) The Lease shall provide Nolan's the right to terminate the Lease upon a minimum of thirty (30) days advance notice to the City, it being the intent of the City to conclude the lease-back of the Property to Nolan's at the earliest possible date.

(g) Nolan's shall be responsible for paying all sales, use, property, and other taxes associated with Nolan's lease, possession, and use of the Leased Property during the Lease, including any possessory interest taxes.

(h) The Leased Property may not be subleased by Nolan's. Except as provided in Paragraph 14 below, the Lease shall not be assignable by Nolan's. The tenant as to the Leased Property shall be Nolan's R.V. Center, Inc. A change in control of this entity shall not require approval of a lease assignment by City. In the event of the subsequent sale of all or part of the Nolan's Remaining Property, the Purchaser shall be entitled to complete the remaining lease term not to exceed six months.

This Section 9 shall survive Closing.

10. NOTICE. All notices, demands, or other communications of any type ("Notices") given pursuant to this Agreement shall be in writing and shall be delivered to the persons set forth below, either (a) by facsimile, (b) in person with a receipt requested therefor, (c) sent by a nationally recognized overnight service for next day delivery or (d) by United States certified mail, return receipt requested, postage prepaid to the addresses set forth herein and shall be deemed delivered upon the date delivered by personal delivery or facsimile (in either case, if delivered before 5:00 pm Denver time on a Business Day, and if not, the notice shall be deemed delivered on the next Business Day), the Business Day following the date deposited with a nationally recognize^d overnight service, or the third (3rd) Business Day following the date deposited in the United States mail. All such notices shall also be emailed. Notices to Nolan's or City shall, until further Notice, be delivered to the Parties set forth below:

If to Nolan's: Jack Nolan
6935 [Federal Boulevard](#)
Denver, Colorado 80221
jack@nolans.com

With a copy to: Robert L. Allman, Esq.
Allman & Mitzner, LLC
1775 Sherman St., 21st Floor
Denver, Colorado 80203
Fax: (303) 293-3130
rallman@allman-mitzner.com

If to City: City of Westminster
City Manager
4800 W. 92nd Ave.
Westminster, Colorado 80031
Fax: 303-706-3921

Email: bmcfall@cityofwestminster.us_____

With a copy to: City of Westminster
City Attorney
4800 W. 92nd Ave.
Westminster, Colorado 80031
Fax: 303-706-3920
Email: _mmccullough@cityofwestminster.us_____

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER AND SELLER.

Without regard to any independent investigations made by either Party, the Parties represent and warrant to each other on the date hereof and as of the Closing the matters stated in subparagraphs (a) through (e) of this Section 12. For the purposes of this section, each Party shall be deemed a Representing Party.

(a) Authorization. The Representing Party has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by said Representing Party pursuant hereto, and all required action and approvals therefore have been fully taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of said Representing Party are and shall be duly authorized to sign the same on the Representing Party's behalf and to bind said Representing Party thereto.

(b) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Representing Party's knowledge, threatened in respect to the ownership, operation or environmental conditions of any property being conveyed by the Representing Party pursuant to this Agreement or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, developers, architects, adjoining land owners, or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation and which have been disclosed to each party.

(c) Violation. There are no known violations of any health, safety, pollution, zoning or other laws, ordinances, rules, or regulations with respect to any property being conveyed by the Representing Party, which have not been heretofore entirely corrected. In the event Representing Party has knowledge of any such violations, Representing Party shall (i) immediately provide the other with copies of all documents evidencing any such violation, and (ii) unless caused by the other Party or a third party under its control, cure such violation prior to Closing. Any such violations found to exist post-Closing shall not allow any Party to assert a claim or require another Party to remedy such violation.

(d) No Proffers. The Representing Party has not made, and prior to the Closing or earlier termination of this Agreement will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or homeowners' association, or to any other organization, group or individual,

relating to any property being conveyed by the Representing Party pursuant to this Agreement that would impose any obligation on the Representing Party, or its successors or assigns, after the Closing to make any contributions of money, dedications of land or grant of easements or rights-of-way, or to construct, install or maintain any improvements of a public or private nature on or off said property.

(e) Zoning. To the best of Representing Party's knowledge, there are no proceedings threatened or pending with respect to a change in zoning of any property being conveyed by the Representing Party pursuant to this Agreement.

13. REMEDIES ON DEFAULT.

(a) Nolan's Defaults; City's Remedies. In the event that Nolan's shall be in default hereunder, City may deliver a written notice to Nolan's stating with particularity the alleged default of Nolan's and the action required by Nolan's to cure such default, and stating City's intent to terminate this Agreement or seek to enforce specific performance if the default is not cured, whereupon Nolan's shall have five (5) days after the notice is delivered in which to cure or agree to cure the alleged default to City's reasonable satisfaction (and the Closing shall be delayed, if necessary, until the end of such five (5) day period or the agreed cure period). In the event such default is not cured or Nolan's has not agreed to cure such default within such five (5) day period, then City may terminate this Agreement by written notice to Nolan's and the Title Company, and receive a full refund of the Earnest Money Deposit and any other funds of City held in escrow or paid by City to Nolan's hereunder..

(b) City's Default; Nolan's Remedies. Subject to the provisions of Section 4(a)(iv) and Section 6(b) above, in the event City shall be in default hereunder, Nolan's may deliver a written notice to City stating with particularity the alleged default of City and the action required by City to cure such default, and stating Nolan's intent to terminate this Agreement if the default is not cured, whereupon City shall have five (5) days after the notice is delivered in which to cure or agree to cure the alleged default to Nolan's reasonable satisfaction (and the Closing shall be delayed, if necessary, until the end of such five (5) days period or the agreed cure period). In the event such default is not cured or City has not agreed to cure such default within such five (5) day period, then Nolan's may terminate this Agreement by written notice delivered to City, whereupon Nolan's shall be entitled to the Earnest Money Deposit then deposited with Title Company, it being agreed between City and Nolan's that such sum shall be liquidated damages (and not a penalty) for such default of City hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default.

14. ASSIGNMENT. Neither Nolan's nor City shall have the right to assign this Agreement without the other's prior written consent, which consent shall not be unreasonably withheld or delayed.

15. MISCELLANEOUS. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the entire agreement of the Parties, and supersedes and

replaces all prior written and oral understandings. The Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors or permitted assigns.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

17. SELLER'S AND PURCHASER'S COVENANTS.

(a) Between the date hereof and the Closing or earlier termination of this Agreement, Nolan's agrees that it will not, without in each instance first obtaining the written consent of City which shall not be unreasonably withheld, (a) voluntarily grant, create, assume or permit to exist any lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Nolan's Property other than the Permitted Exceptions, or (b) voluntarily take any action adversely affecting the title to the Nolan's Property as it exists on the date of this Agreement.

(b) Between the date hereof and the Closing or earlier termination of this Agreement, City agrees that it will not, without in each instance first obtaining the written consent of Nolan's which shall not be unreasonably withheld, (a) voluntarily grant, create, assume or permit to exist any lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the City Property other than the Permitted Exceptions, or (b) voluntarily take any action adversely affecting the title to the City Property as it exists on the date of this Agreement.

18. CONFIDENTIALITY. Except as necessary in connection with any governmental approvals to be obtained, or except in connection with discussions with Nolan's attorneys, accountants, planners, and other consultants, or in connection with judicial or arbitration procedures, Nolan's and its consultants, agents, representatives, employees, partners, officers and directors will not disclose the subject matter or terms of the transaction contemplated by this Agreement unless prior written consent to such disclosure is obtained from City, until such time as the transaction is made public as part of any approval process or as part of a discussion with any person who has been provided such information by City. This confidentiality obligation shall cease following closing. Nolan's is authorized to state, if asked, that the property is under contract.

19. TIME. The time in which any act required or permitted by this Agreement is to be performed shall be determined by excluding the day upon which the event occurs from whence the time commences. If the last day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day (a "Business Day") which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only mandatory federal holidays including those on which regularly scheduled deliveries by the United States Postal Services of first-class mail are suspended.

20. **ATTORNEYS' FEES.** In the event that either Party commences suit to enforce this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, together with court costs and litigation expenses reasonably incurred and actually paid, in addition to other remedies allowed.

21. **RELATIONSHIP.** Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create a relationship of principal and agent or a partnership or a joint venture between City and Nolan's or between either or both of them and any third party. No course of conduct by either or both of the Parties will be deemed to vary the provisions of the preceding sentence.

22. **SEVERABILITY.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

23. **CHOICE OF LAW.** This Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado.

24. **CAPTIONS, NUMBER AND GENDER.** The captions appearing at the commencement of the sections and subsections hereof are descriptive only and for convenience in reference. Should there be any conflict between such caption and the section or subsection at the head of which it appears, the section or subsection and not such caption shall control and govern the construction of this Agreement. Unless the context otherwise requires, singular nouns and pronouns used in this Agreement are to be construed as including the plural thereof. For convenience and brevity, masculine pronouns are used herein in their generic sense as a reference to all persons, without regard to sex.

25. **FURTHER ASSURANCES.** The Parties agree that they will, at no cost to Nolan's and at any time and from time to time after the Closing, upon request of the other Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, conveyances, and assurances as may reasonably be required for the better conveying, transferring, assigning, assuring and confirming the Nolan's Property to City and City Property to Nolan's as may be required under this Agreement.

26. **NO RECORDATION.** The Parties agree that they shall not cause or permit this Agreement, or any memorandum or summary of this Agreement or any portion thereof, to be recorded in the office of the Adams County Clerk and Recorder at any time. Notwithstanding the foregoing, Nolan's may record a customary form of memorandum of the Lease.

27. **POST-CLOSING OBLIGATIONS OF THE CITY AND NOLAN'S.**

(a) The City will construct the improvements to Grove Street, including utilities, needed to provide access to the Parking Facility and station in accordance with that certain Intergovernmental Agreement between the City and RTD dated June 26, 2012.

(b) The City will demolish and remove at its sole cost and expense the building shown on Exhibit "A" as "Ex. Building, 6945 Federal Blvd." (the "Demolition Building"), the majority of which is located on the property identified on Exhibit A and a portion is located on the property described as Exhibit D (the Nolan's Remaining Property), attached hereto and made a part hereof. Nolan's shall provide the City a commercially reasonable temporary construction easement sufficient to permit the City to demolish said building in an efficient and cost-effective manner. Nolan's retains ownership of that portion of Nolan's Remaining Property which underlies the Demolition Building, and such real property is not conveyed to the City. City acknowledges that it shall be responsible for all environmental matters and proper disposal procedures for the demolition and removal of the Demolition Building, and Nolan's shall have no liability as to same. Nolan's has advised that the building may contain asbestos or other hazardous materials and City shall be responsible for same. The Nolan's Remaining Property which adjoins the Demolition Building will be secured at City's expense with Security Fencing. The staging area for the demolition will be on the Nolan's Property and City shall use best efforts not to interfere with Nolan's operations during the demolition process. Utilities for the two buildings other than the Demolition Building are tied in to the Demolition Building and City shall ensure, at its expense, that all such utilities (including water, sewer, electrical), are re-connected or re-installed to serve the two remaining buildings on the Nolan's Remaining Property. For reference, Nolan's believes that the utility lines run under the Demolition Building and City shall be responsible to maintain and re-connect same. As part of the construction of Grove Street, the City shall install water and sanitary sewer mains sufficient to serve the City Property, along with the Remaining Nolan Property, without expense to Nolan's.

(c) The City shall be responsible for removing the existing Nolan's RV entrance sign and replacing it with a comparable sign at a location reasonably satisfactory to both Parties, with City paying for all related costs and including obtaining all permits. The existing sign shall not be removed until the replacement is permitted and the installation is imminent.

(d) City Staff shall support an application to rezone Nolan's Property for transit-oriented development that would allow a mix of commercial, office and residential uses, also allowing for Nolan's continued use of the Remaining Nolan's Property consistent with its present use. City Staff shall also support an application to annex that portion of Nolan's Remaining Property which is not currently in the City of Westminster so that the entire Nolan's Remaining Property shall be in the City of Westminster with the same zoning.

(e) The City Property and the perimeter of Nolan's Remaining Property shall be fenced with Security Fencing (fencing and laser alarm systems with posts as currently utilized by Nolan's) at City's expense to allow Nolan's to utilize the City Property for its business and the City Property shall be graded and smoothed and graveled for use as RV or trailer storage.

(f) The Security Fencing (including fencing and the laser alarm systems including posts) on the Leased Premises shall be removed and replaced at City's expense to accommodate Nolan's use of the Leased Premises and to re-fence and add security to the Leased Premises in the manner that Nolan's presently utilizes, including Security Fencing along the boundary line with the Leased Property and the other City Property.

(g) The Grove Street right of way and the west side of Nolan's Remaining Property and the City Property shall be contiguous.

(h) City shall cooperate with Nolan's and CDOT to assure Nolan's the continued use of its current south driveway access to Federal Boulevard during the Colorado Department of Transportation's (CDOT) US 287 (Federal Boulevard) construction project. After the CDOT project is complete, access into the Nolan's Parcel B will be located on the future Westminster Station Drive as shown on Exhibit F. City agrees to take no action that would result in the closing of Nolan's current south access before the opening of the new access point from Westminster Station Drive. City shall also cooperate with Nolan's and CDOT to preserve Nolan's north "curb cut" driveway located on Federal. The Parties agree to cooperate with each other to provide for temporary access to the Leased Area for Nolan's business operations across Westminster Station Drive during its construction.

(i) The construction of the roadway by City on Exhibit A, currently known as Westminster Station Drive, shall be situated as indicated on Exhibit F, a drawing which superimposes the location of Westminster Station Drive over an aerial photo of the subject property. The City agrees that the construction of Westminster Drive and the demolition of the Demolition Building will be scheduled and executed in good faith in a manner reasonably calculated to minimize the disruption of Nolan's business operations including customer ingress and egress. Nolan acknowledges that the point of access into Nolan's Property from Westminster Station Drive as shown on Exhibit F is intended to serve Nolan's current RV business and that this point of access would be subject to change in conjunction with any application for redevelopment of Nolan's Property to a different use. Westminster Station Drive will not be elevated in a manner which restricts access from Nolan's Remaining Property and the Leased Property.

(j) Once Grove Street is constructed as access to Westminster Station or otherwise adjacent to Nolan's Remaining Property, City shall, at its cost, be responsible for any sidewalks, curbs, gutters or other improvements required by the Grove Street construction. In addition, the Nolan's Remaining Property, including that adjacent to Westminster Station Drive.

28. **FURTHER IDENTIFICATION OF PARTIES.** For purposes of clarification, the owner of the Nolan's Property is JDRE Holdings, LLC, which will be the Grantee under the property deeded to it by the City and the Grantor as to the property deeded to the City, and shall also be the Payee of the funds paid by the City to Nolan's herein. The Leased Property shall be leased by the City to Nolan's R.V. Center, Inc.

IN WITNESS WHEREOF, Nolan's and City have caused this Agreement to be executed as of the dates written below.

SELLER: Nolan's R. V. Center, Inc.

JDRE Holdings, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PURCHASER: City of Westminster

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACTS A AND B, ELIXIR INDUSTRIAL PARK, REPLAT OF ELIXIR SUBDIVISION AS RECORDED AT RECEPTION NUMBER B078711, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 5, $S00^{\circ}47'33''W$ A DISTANCE OF 1679.01 FEET; THENCE $N89^{\circ}12'27''W$ A DISTANCE OF 51.55 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE ALONG THE EASTERLY LINE OF SAID TRACT B ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD, $S12^{\circ}27'03''W$ A DISTANCE OF 143.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE OF TRACT B ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD THE FOLLOWING FOUR (4) CONSECUTIVE COURSES; 1) $S12^{\circ}27'03''W$ A DISTANCE OF 48.26 FEET; 2) THENCE $S00^{\circ}47'33''W$ A DISTANCE OF 100.00 FEET; 3) THENCE $S12^{\circ}09'33''W$ A DISTANCE OF 102.00 FEET; 4) THENCE $S00^{\circ}47'33''W$ A DISTANCE OF 174.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALSO BEING THE SOUTHERLY LINE OF SAID ELIXIR SUBDIVISION, $N57^{\circ}37'02''W$ A DISTANCE OF 1024.27 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE ALONG THE WESTERLY LINE OF SAID TRACT A; $N00^{\circ}51'09''E$ A DISTANCE OF 137.18 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT A, $N89^{\circ}41'19''E$ A DISTANCE OF 425.77 FEET; THENCE $S32^{\circ}23'06''W$ A DISTANCE OF 202.38 FEET TO A POINT OF CURVATURE; THENCE 22.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF $86^{\circ}15'06''$ AND A CHORD WHICH BEARS $S10^{\circ}44'27''E$ A DISTANCE OF 20.51 FEET; THENCE $S53^{\circ}52'00''E$ A DISTANCE OF 122.37 FEET; THENCE $S39^{\circ}09'48''E$ A DISTANCE OF 18.21 FEET; THENCE 10.13 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $23^{\circ}13'03''$ AND A CHORD WHICH BEARS $S51^{\circ}51'29''E$ A DISTANCE OF 10.06 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 53.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 295.50 FEET; A CENTRAL ANGLE $10^{\circ}24'22''$ AND A CHORD WHICH BEARS $S68^{\circ}40'11''E$ A DISTANCE OF 53.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 28.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $16^{\circ}20'21''$ AND A CHORD WHICH BEARS $S82^{\circ}02'33''E$ A DISTANCE OF 28.42 FEET; THENCE $N89^{\circ}47'17''E$ A DISTANCE OF 153.52 FEET TO A POINT OF CURVATURE; THENCE 98.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF $14^{\circ}07'14''$ AND A CHORD WHICH BEARS $N82^{\circ}43'39''E$ A DISTANCE OF 98.33 FEET; THENCE $N75^{\circ}40'02''E$ A DISTANCE OF 57.15 FEET; THENCE $N79^{\circ}00'17''E$ A DISTANCE OF 52.95 FEET; THENCE 22.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.50 FEET, A CENTRAL ANGLE OF $5^{\circ}27'06''$ AND A CHORD WHICH BEARS $N83^{\circ}04'28''E$ A DISTANCE OF 22.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 216,833 SQUARE FEET (4.978 ACRES), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING $N00^{\circ}47'33''E$ BASED ON THE CITY OF WESTMINSTER CONTROL NETWORK AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #23053 AT THE NORTH QUARTER CORNER HAVING A NORTHING OF 1180618.283 AND AN EASTING OF 3134303.207 AND A FOUND 3-1/4" ALUMINUM CAP PLS #20683 AT THE CENTER QUARTER CORNER HAVING A NORTHING OF 1178004.749 AND AN EASTING OF 3134267.050.

PREPARED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
JUNE 4, 2014



**EXHIBIT B
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF AN UNPLATTED PARCEL RECORDED AT RECEPTION NUMBER 10000059025 LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 5, $S00^{\circ}47'33''W$ A DISTANCE OF 1547.99 FEET; THENCE $S89^{\circ}14'19''W$ A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY RECORDED AT BOOK 2612, PAGE 728; THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY RECORDED AT BOOK 2612 PAGE 728 TO THE SOUTHWEST CORNER OF THE PROPERTY RECORDED AT RECEPTION NUMBER C0560276, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY RECORDED AT RECEPTION NUMBER 10000059025, $S89^{\circ}41'19''W$ A DISTANCE OF 173.00 FEET; THENCE $N32^{\circ}23'06''E$ A DISTANCE OF 140.07 FEET; THENCE $N89^{\circ}28'11''E$ A DISTANCE OF 99.51 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY RECORDED AT RECEPTION NUMBER 10000059025 AND THE NORTHWESTERLY CORNER OF THE PROPERTY RECORDED AT RECEPTION NUMBER C0560276; THENCE ALONG SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF THE PARCEL RECORDED AT RECEPTION NUMBER C0560226, $S00^{\circ}44'31''W$ A DISTANCE OF 118.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.369 ACRES (16,080 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING $N00^{\circ}47'33''E$ BASED ON THE CITY OF WESTMINSTER CONTROL NETWORK AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #23053 AT THE NORTH QUARTER CORNER HAVING A NORTHING OF 1180618.283 AND AN EASTING OF 3134303.207 AND A FOUND 3-1/4" ALUMINUM CAP PLS #20683 AT THE CENTER QUARTER CORNER HAVING A NORTHING OF 1178004.749 AND AN EASTING OF 3134267.050.

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JUNE 4, 2014



**EXHIBIT C
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACTS A AND B ELIXIR INDUSTRIAL PARK, REPLAT OF ELIXIR SUBDIVISION AS RECORDED AT RECEPTION NUMBER B078711, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 5, $S00^{\circ}47'33''W$ A DISTANCE OF 1679.01 FEET; THENCE $N89^{\circ}12'27''W$ A DISTANCE OF 51.55 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE ALONG THE EASTERLY LINE OF SAID TRACT B ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) $S12^{\circ}27'03''W$ A DISTANCE OF 191.31 FEET; 2) THENCE $S00^{\circ}47'33''W$ A DISTANCE OF 3.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE OF TRACT B ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD, $S00^{\circ}47'33''W$ A DISTANCE OF 24.75 FEET; THENCE $S21^{\circ}27'21''W$ A DISTANCE OF 105.16 FEET; THENCE $S12^{\circ}52'37''W$ A DISTANCE OF 111.29; THENCE $N88^{\circ}34'39''W$ A DISTANCE OF 126.23 FEET TO A POINT ON THE NORTHERLY LINE OF THE EASEMENT RECORDED AT RECEPTION NUMBER 2013000072006; THENCE ALONG SAID NORTHERLY EASEMENT LINE, $N57^{\circ}37'02''W$ A DISTANCE OF 366.39 FEET; THENCE $N00^{\circ}00'00''E$ A DISTANCE OF 41.58 FEET; THENCE $S62^{\circ}33'34''E$ A DISTANCE OF 25.61 FEET; THENCE $S82^{\circ}48'14''E$ A DISTANCE OF 8.63 FEET; THENCE 143.71 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 331.50 FEET, A CENTRAL ANGLE OF $24^{\circ}50'18''$ AND A CHORD WHICH BEARS $S77^{\circ}54'16''E$ A DISTANCE OF 142.59 FEET; THENCE $N89^{\circ}40'35''E$ A DISTANCE OF 138.89 FEET TO A POINT OF CURVATURE; THENCE 43.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 234.50 FEET, A CENTRAL ANGLE OF $10^{\circ}40'20''$ AND A CHORD WHICH BEARS $N84^{\circ}20'25''E$ A DISTANCE OF 43.62 FEET; THENCE $N79^{\circ}00'15''E$ A DISTANCE OF 138.58 FEET; THENCE 10.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 93.50 FEET, A CENTRAL ANGLE OF $6^{\circ}17'31''$ AND A CHORD WHICH BEARS $N82^{\circ}09'01''E$ A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 65,346 SQUARE FEET (1.500 ACRES), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING $N00^{\circ}47'33''E$ BASED ON THE CITY OF WESTMINSTER CONTROL NETWORK AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #23053 AT THE NORTH QUARTER CORNER HAVING A NORTHING OF 1180618.283 AND AN EASTING OF 3134303.207 AND A FOUND 3-1/4" ALUMINUM CAP PLS #20683 AT THE CENTER QUARTER CORNER HAVING A NORTHING OF 1178004.749 AND AN EASTING OF 3134267.050.

PREPARED BY RICHARD A NOBBE, PLS NO. 23899
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(303) 431-6100
(303) 431-4028 FAX
JUNE 4, 2014
REVISED JUNE 30, 2014



EXHIBIT D
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACTS A AND B ELIXIR INDUSTRIAL PARK, REPLAT OF ELIXIR SUBDIVISION AS RECORDED AT RECEPTION NUMBER B078711 AND THE PROPERTY RECORDED AT BOOK 2612 AT PAGE 728, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 162,451 SQUARE FEET (3.729 ACRES), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING $N00^{\circ}47'33''E$ BASED ON THE CITY OF WESTMINSTER CONTROL NETWORK AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #23053 AT THE NORTH QUARTER CORNER HAVING A NORTHING OF 1180618.283 AND AN EASTING OF 3134303.207 AND A FOUND 3-1/4" ALUMINUM CAP PLS #20683 AT THE CENTER QUARTER CORNER HAVING A NORTHING OF 1178004.749 AND AN EASTING OF 3134267.050.

PREPARED BY RICHARD A NOBBE, PLS NO. 23899
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JUNE 4, 2014



WESTMINSTER STATION
PARCEL MAPS
EXHIBIT E

ELUXIR INDUSTRIAL PARK PLAT
POINT OF COMMENCEMENT
PARCEL 1

CURVE TABLE

#	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	237.103°	25.00'	10.13'	10.06'	S51°51'23"E
C2	1024.22°	295.50'	53.67'	53.59'	S88°40'11"E
C3	182°02'21"	100.00'	28.52'	28.42'	S82°02'33"W
C4	140°07'14"	400.00'	98.58'	98.33'	N82°43'59"E
C5	527°06'	240.50'	22.68'	22.67'	N83°04'28"E
C6	245°07'8"	331.50'	143.71'	142.59'	S77°34'16"E
C7	104°02'0"	234.50'	43.68'	43.62'	N84°20'25"E
C8	617°31'	93.50'	10.27'	10.26'	N62°09'00"E
C9	8615.06°	15.00'	22.58'	20.81'	S10°44'27"E

NOTE:
THE TOTAL AREA OF EXHIBIT A (4.978 ACRES),
INCLUDES THE AREA OF EXHIBIT C LEASE AREA,
EXHIBIT C LEASE AREA (1.500 ACRES).



REV 05-30-14
05-05-14

MARTIN J. MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVE.
LAKARWOOD, CO 80121
303-431-8300
FAX 303-431-8088

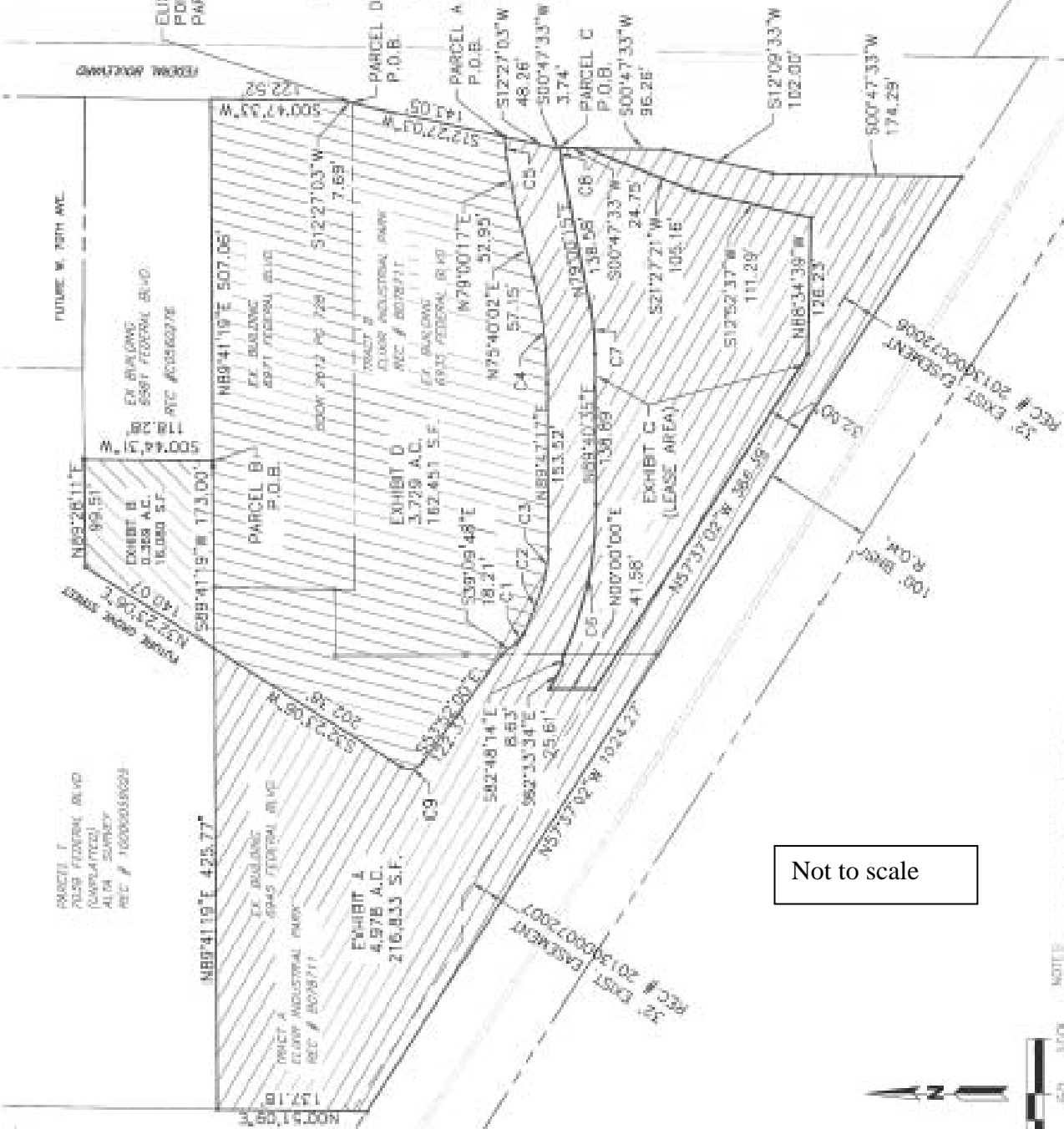


EXHIBIT E

Not to scale

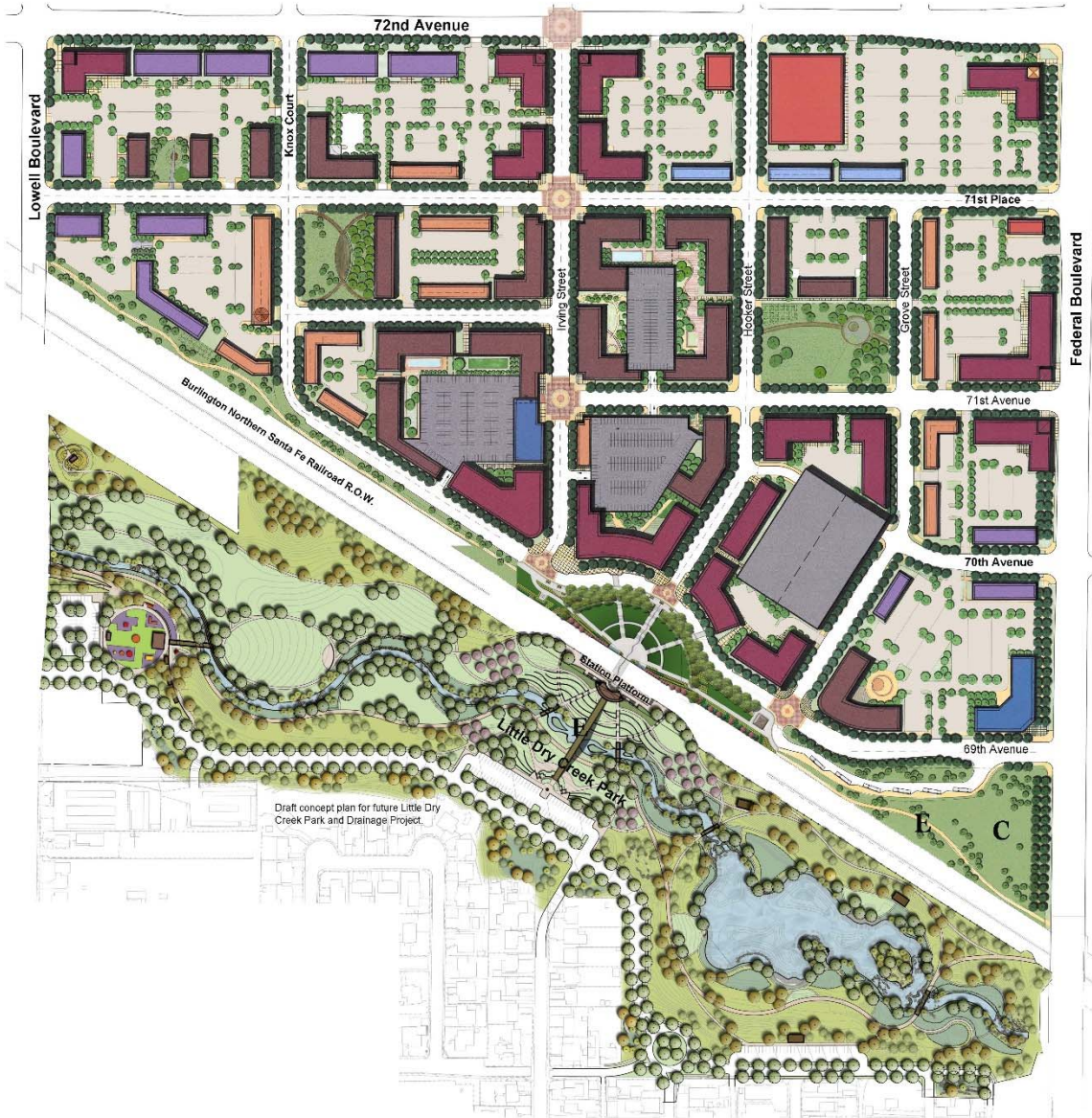


50 100
SCALE: 1"=100'

NOTES:
1. THIS EXHIBIT DOES NOT CONSTITUTE A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO CORRECT THE ATTACHED DESCRIPTION.

ATTACHMENT "B"

South Westminster Transit Oriented Development Concept Plan



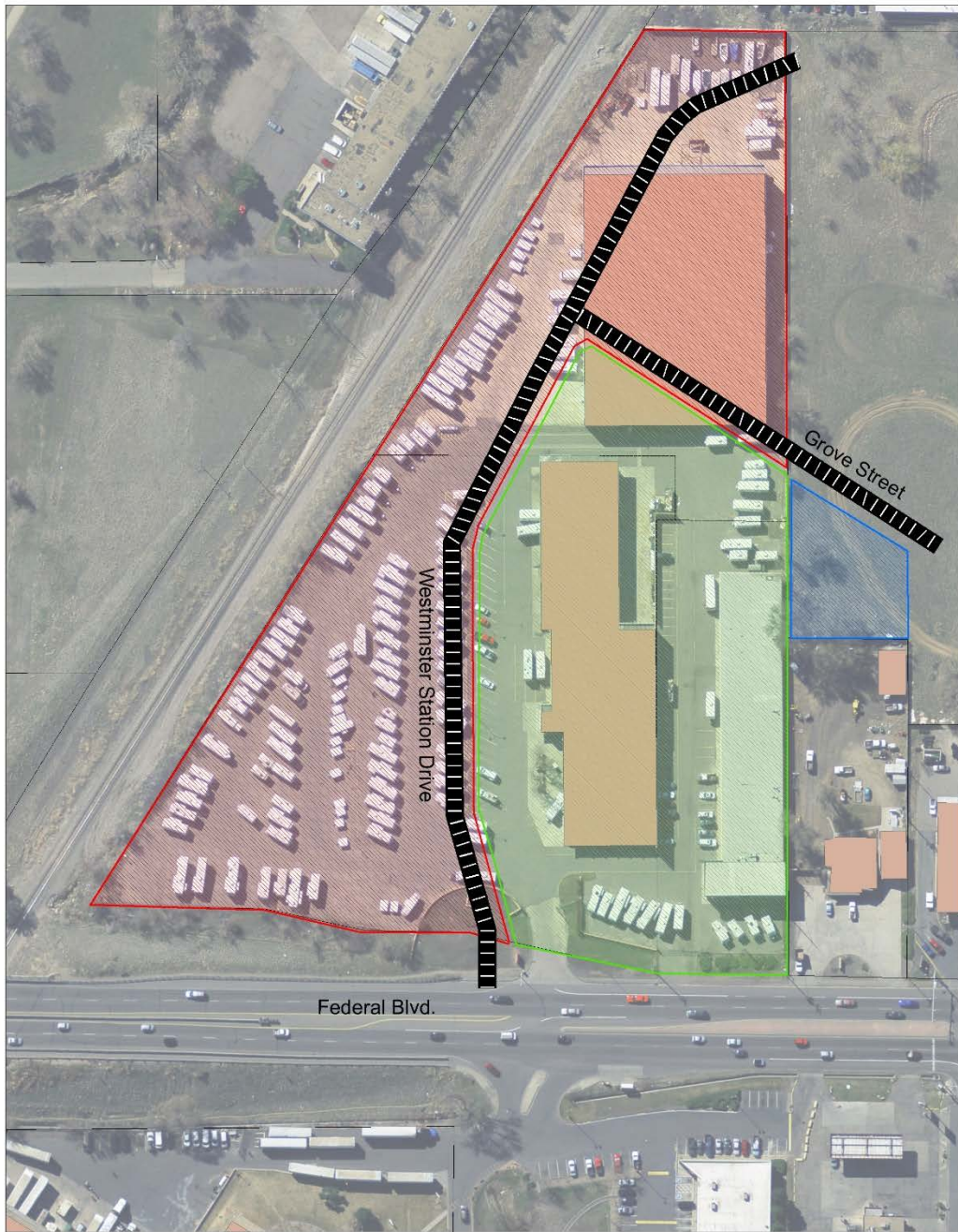
Westminster Station Transit Oriented Development Project





DRAFT Illustrative Development Concept

August 2011

ATTACHMENT "C"

City Land Acquisition & Nolan RV Retainage



-  To be Acquired from Nolan RV
-  Retained by Nolan RV
-  City Conveyance to Nolan RV
-  Planned Street Alignments

1 inch = 40'
N



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Contract Amendment with Atkins North America, Inc. for Architectural Enhancements on US 287 (Federal Boulevard) Bridge Replacement Project

Prepared By: Andrew Hawthorn, PE, Senior Engineer

Recommended City Council Action

Based upon the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to enter into a sole source contract with Atkins North America, Inc., in the amount of \$88,574, for the preparation of structural design drawings of architectural enhancements to the Federal Boulevard Bridge over the Burlington Northern/Santa Fe Railroad.

Summary Statement

- The Colorado Department of Transportation (CDOT) is finalizing the design for the replacement of the Federal Boulevard (US 287) Bridge over the Burlington Northern/Santa Fe Railroad at approximately 69th Avenue in Westminster.
- CDOT selected Atkins North America, Inc. to prepare the structural drawings for this \$18 million bridge replacement project.
- In order to save time and avoid potential conflicts between consultants, City staff also entered into a sole-source, negotiated contract with Atkins N.A., Inc., in the amount of \$49,156, to design certain enhancements associated with the bridge replacement project. These enhancements include items such as accent pedestrian railing, widened medians and sidewalks.
- Amendment One to the contract included additional design work needed for moving street lights from the median to the outside of the bridge. Amendment One increased the amount of the original contract by \$15,395 making the total \$64,551, which was over the \$50,000 threshold requiring City Council approval for sole-source contracts. Amendment One was approved by City Council on April 14, 2014.
- This Amendment Two includes additional work for revisions to the median and pedestrian screening. Amendment Two increases the amount of the contract by \$24,023 making the contract total \$88,574, which is over the \$75,000 threshold requiring City Council approval for contracts.
- The purpose of this additional work is to provide CDOT a complete and final drawing set, design specifications and materials quantities for all of the architectural enhancements on the new bridge. Funds for this contract amendment are currently available in the Federal Boulevard Bridge Enhancements project of the General Capital Improvement Fund.

Expenditure Required: \$88,574

Source of Funds: General Capital Improvement Fund—Federal Boulevard Bridge Enhancements

Policy Issue

Should the City continue with the sole-source contract with Atkins N.A., Inc. for the structural enhancements on the Colorado Department of Transportation's Federal Boulevard (US 287) bridge replacement project?

Alternative

City Council could chose to not approve this sole-source contract amendment. Staff recommends approval of the contract amendment with Atkins N.A., Inc. in order to provide CDOT the drawings, specifications and materials quantities required to complete the project plan set in a timely manner. The significant delay that would be necessary to select a different consulting firm at this point in the design process would likely cause CDOT to reject the City's proposal to provide an aesthetically pleasing environment for motorists and pedestrians at this location.

Background Information

In 2012, City staff was notified that the existing Federal Boulevard Bridge over the Burlington Northern/Santa Fe railroad was to be replaced as part of the Bridge Enterprise Fund administered through the Colorado Department of Transportation (CDOT). The replacement of this bridge, currently scheduled for construction in 2014-15, is very timely given the current construction activity and redevelopment efforts occurring in this area, particularly with the Westminster Station planned opening in 2016. Unfortunately, CDOT has historically taken the position that bridge replacements on the State Highway system can only provide "in kind" structures to those being replaced, and that the cost of any desired aesthetic enhancements must be borne by the local jurisdiction. Since the City has created a favorable identity over the past few decades by providing such enhancements to many bridges, including a few that are owned by CDOT, the City Council directed staff to pursue similar improvements to this proposed bridge on Federal Boulevard.

During the initial project scoping meeting with CDOT, staff requested that CDOT consider adding certain elements into their project, which include widening the road to accommodate a six-lane facility, adding a traffic signal at the future Westminster Station Drive intersection, enhancing the vehicular and pedestrian railings and widening the median to allow the installation of a future "City of Westminster" monument sign.

In a future City Council meeting, staff will present a proposed Intergovernmental Agreement (IGA) between CDOT and the City of Westminster to address the construction costs associated with the requested enhancements. Additionally, it is important to note that the City will be requesting reimbursement from CDOT for certain public improvements that the City is constructing that directly benefit this CDOT project. These items are associated with the Little Dry Creek drainage project and the Westminster Station infrastructure project. Specifically, CDOT will pay the City for a proportionate share of the proposed regional water quality facility at Westminster Station Drive, the extension of drainage culverts under Federal Boulevard and grading into City owned property that will eliminate the need to construct retaining walls for the bridge replacement.

The funding for this project is available from the General Capital Improvement Fund—Federal Boulevard Bridge Enhancements. It should be noted that this particular funding originated from CDOT's purchase of City-owned property that was needed for the US 36 widening project that is currently under construction.

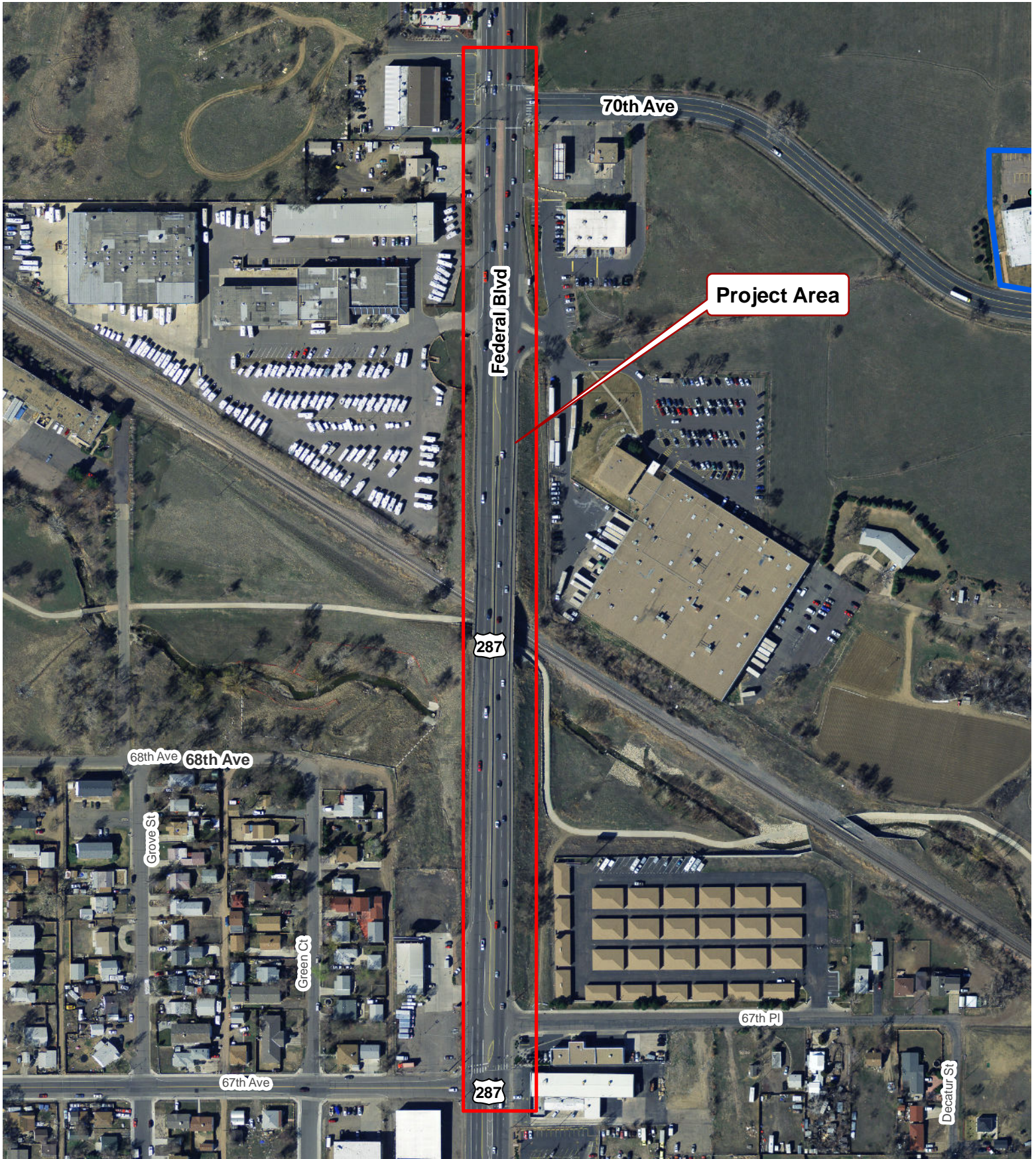
The Federal Boulevard Bridge Enhancement project supports the following City Council's strategic plan goals: Ease of Mobility, Dynamic, Diverse Economy by enhancing the south Westminster TOD area and Proactive Regional Collaboration.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment - Vicinity Map

Vicinity Map



0 125 250 500 Feet



Agenda Item 8 F

Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Standley Lake Regional Park Master Planning & Branding Contract Award

Prepared By: Sarah Washburn, Landscape Architect II

Recommended City Council Action

Authorize the City Manager to execute a contract with the lowest qualified bidder, Matrix Design Group, Inc., in the amount of \$189,256 for master planning and branding services for Standley Lake Regional Park and authorize an 8% contingency for potential additional services in the amount of \$15,140 for a total project cost of \$204,396.

Summary Statement

- Standley Lake is a municipal water storage facility governed through the 1979 Four-Way Agreement among the cities of Westminster, Thornton and Northglenn, and the Farmers Reservoir and Irrigation Company (FRICO). This agreement created governance and oversight for water rights and storage issues at the lake through Standley Lake Operating Committee (SLOC).
- Recreation rights are allowable under a 1994 Intergovernmental Agreement (IGA) with SLOC.
- A 1996 Master Plan for Standley Lake identified public recreation opportunities in conformance with the IGA. Recommended improvements, including the northern campground, restroom, boat ramp and associated amenities, were constructed beginning in 1999.
- The Master Plan is outdated and does not fully promote the wide array of recreation opportunities desired by the larger community and possible at the lake.
- A Master Plan Update, seeking to revitalize the lake as a more notable regional recreation destination, was initiated by the Department of Parks, Recreation and Libraries earlier this year. In the future, a Master Plan could potentially assist in pursuit of outside grant funding opportunities.
- Proposals were solicited from 9 reputable design companies, with Matrix Design Group, Inc., offering the lowest qualified bid as determined by the City's internal and external staff committee of 9 members.
- The funds being requested to fund this project are available from the Community Enhancement Program funds.

Expenditure Required: \$204,396.00

Source of Funds: Community Enhancement Program

Policy Issue

Should the City proceed with updating the Master Plan and pursuing a Branding package for Standley Lake Regional Park?

Alternative

The City has an option to remain in conformance with the 1996 Master Plan, and the City could choose not to authorize the Master Planning efforts described. The City implemented the previous master plan to develop the campground, boat ramp, nature center, and other amenities existing on site today. Since the time of the last plan, recreational trends, demographics, and infrastructure surrounding the lake have all shifted. Based on low visitation numbers relative to other similar facilities throughout the Front Range and nationally, Standley Lake has greater potential to draw visitors than is currently represented.

Staff does not recommend remaining in conformance with the original 1996 Master Plan, as the recreational potential at Standley Lake likely far exceeds the plan imagined 20 years ago, and opportunities to serve the community are being lost on a daily basis. Moreover, Staff has discovered some of the recommendations within the existing plan, such as a swimming facility, are not feasible at this location. If the City continues to program the site per the existing plan, the park will continue to sprawl with additional RV camping spaces and no particular identity to draw new users to this unique location.

A revitalized concept for Standley Lake can only be accomplished through a purposeful re-visioning effort through a Master Planning process in conjunction with a targeted marketing approach, or Branding effort. The benefits of this process will provide renewed, strategic purpose to recreation at the lake for improvement of existing recreation amenities, potential construction of new amenities, enhancement of the immense natural resources, as well as recreational activity programming to serve the current and future interests of the greater community.

Background Information

The first and most imperative purpose of Standley Lake, governed through an agreement among affected parties and executed in 1979 known as the “Four Way Agreement”, is provision of a protected water storage source for the cities of Westminster, Northglenn, and Thornton, and to store water for the Farmers Reservoir and Irrigation Company (FRICO). The agreement created governance and oversight for water rights and usage issues related to the lake through the Standley Lake Operating Committee (SLOC), which still stands today. The Department of Parks, Recreation and Libraries does not seek to modify the purpose or protection of the lake in any way in creation of a new Master Plan.

Secondary to provision of a safe water storage facility are recreation uses on the 2,327-acre site. These recreational rights arrived in 1988 when Jefferson County and FRICO reached an agreement to transfer the land and recreation rights to the County. Subsequently, the County deeded the property, together with the lake’s surface recreational rights, to the City of Westminster to maintain and improve Standley Lake as it was converted to a Regional Park. Allowable park uses and terms for operation were formalized with an Intergovernmental Agreement (IGA) with SLOC in 1994.

A master plan for recreation at the lake was adopted in 1996 and subsequently the first phases of improvements, specifically the camping and boating amenities on the north shore, were developed with substantial financial assistance from Jefferson County. Since that time, recreation at the lake has been limited primarily to local boat owners, anglers, trail users, and vehicle-based camping. The lake sees limited visitation as a recreation destination within the larger metropolitan area outside of boat owners.

Due to Standley Lake's immense natural resources, proximity to a highly active community already engaged in outdoor pursuits, and location at the threshold of the Rocky Mountains, the Department of Parks, Recreation and Libraries specifically seeks to promote new interest specifically from the portion of public not currently accustomed to recreating at Standley Lake. This population is likely a community willing to drive to the mountains for snowsports in the winter and rafting and mountain biking in the summer, but not knowledgeable of the resources and recreation events at Standley Lake just 20 minutes away. In fact, many users likely drive past Standley Lake on their way to spend time recreating at another county open space, local or state park, or federal land. It is this population the Department seeks to energize and draw to the park through re-imagining Standley Lake as an easily-accessible recreation destination with remarkable recreation events through a new Master Planning and Branding effort.

The Master Plan will balance the lake's natural beauty with its use as a unique and centralized Front Range destination. Staff has also identified an opportunity to include educational components throughout the site to raise awareness about water and land based assets on site, and the importance of every visitor's role in protection of these resources. A new identity, supported through well-organized infrastructure and activities programming that balance revenue potential with ongoing energy and maintenance costs, will promote excitement within the community through generation of memorable experiences. With this, Standley Lake has significant potential to generate positive talk and return visitation among the community, and eventually become the destination remembered and known beyond the Denver Metropolitan area as the place to spend time participating in quality outdoor experiences. The plan will support advancement of the Department of Parks, Recreation and Libraries' mission, *"Together we create exceptional opportunities for a vibrant community with a commitment to nature, wellness and literacy."*

Creation of a new Master Plan will involve broad collaboration among a committee of Staff from all affected Departments within the City, external stakeholders including SLOC, Jefferson County Open Space, and the City of Arvada among others. Additional constituents to be surveyed will include lake users, surrounding residents, and the larger community not currently visiting the lake on a regular basis. These resources, along with existing survey data and larger community databases available to the consultant, will inform the planning process to ensure a viable plan to guide future improvements and programming at the park.

Proposals for the work were solicited on April 24, 2014. The proposals received on May 28, 2014 were reviewed by an internal and external consultant selection team consisting of staff from the Department of Parks, Recreation and Libraries, Community Development, Public Works and Utilities, and from Jefferson County Open Space and Parks. Proposals were quantitatively evaluated on six specific categories outlined in the Request for Proposals. Those categories were:

- 1) Project understanding.
- 2) Project work plan, approach and timeline.
- 3) Project team qualifications and experience with similar projects related to land and water based recreational and natural resource planning; demonstration of branding experience.
- 4) Proven quality of professional services in the preparation and completion of similar projects, supported through references.
- 5) Hours and cost per work task and total to complete the project, including all deliverables.
- 6) Overall proposal preparation, forethought, and completeness.

The proposal fees received and selection team's scores are described as follows:

Consultant	Proposal Fee	Average Score
DHM Design Corporation	\$173,025	62.9%
Matrix Design Group, Inc.	\$169,844	83.4%
Belt Collins West LLC	<i>No proposal</i>	
Logan Simpson Design Inc.	<i>No proposal</i>	
MIG	<i>No proposal</i>	
Stream Design, LLC	<i>No proposal</i>	
Studio CPG	<i>No proposal</i>	
Wenk Associates, Inc.	<i>No proposal</i>	

Although Studio CPG had expressed interest in the Standley Lake project, during the proposal period the Studio CPG team contacted Staff to indicate they would focus their efforts on the Open Space Master Plan already underway, and would not be submitting a proposal for this project. After the proposal period closed, Staff contacted two consultants who had also previously expressed interest in the project. These consultants declined to submit proposals for reasons of lack of marketing and branding experience available to their project team, and for the amount of effort required to prepare a competitive submittal among the field solicited.

Based on the scores of the proposals received, the selection team interviewed the Matrix Design Group, Inc. on June 16, 2014 to pose follow-up questions and confirm the team’s qualifications and compatibility with the City’s project goals. The team determined the consultant’s proposal, interview, and successes on multiple other projects for the City in the past and currently underway are compatible with the project goals. Subsequently, Staff worked with Matrix Design Group, Inc. to further focus their work plan and project effort through a more streamlined information gathering process and outreach to a wider constituent group than originally proposed to ensure participation from more diverse community representation. Revisions also include launch of the public outreach process at Westy Fest on August 9, 2014. This scope restructuring resulted in a \$19,412 increase from Matrix Design Group’s original proposal fee. Staff declined to interview DHM Design Corporation due to that project team’s low scores and lack of compatibility with the project goals.

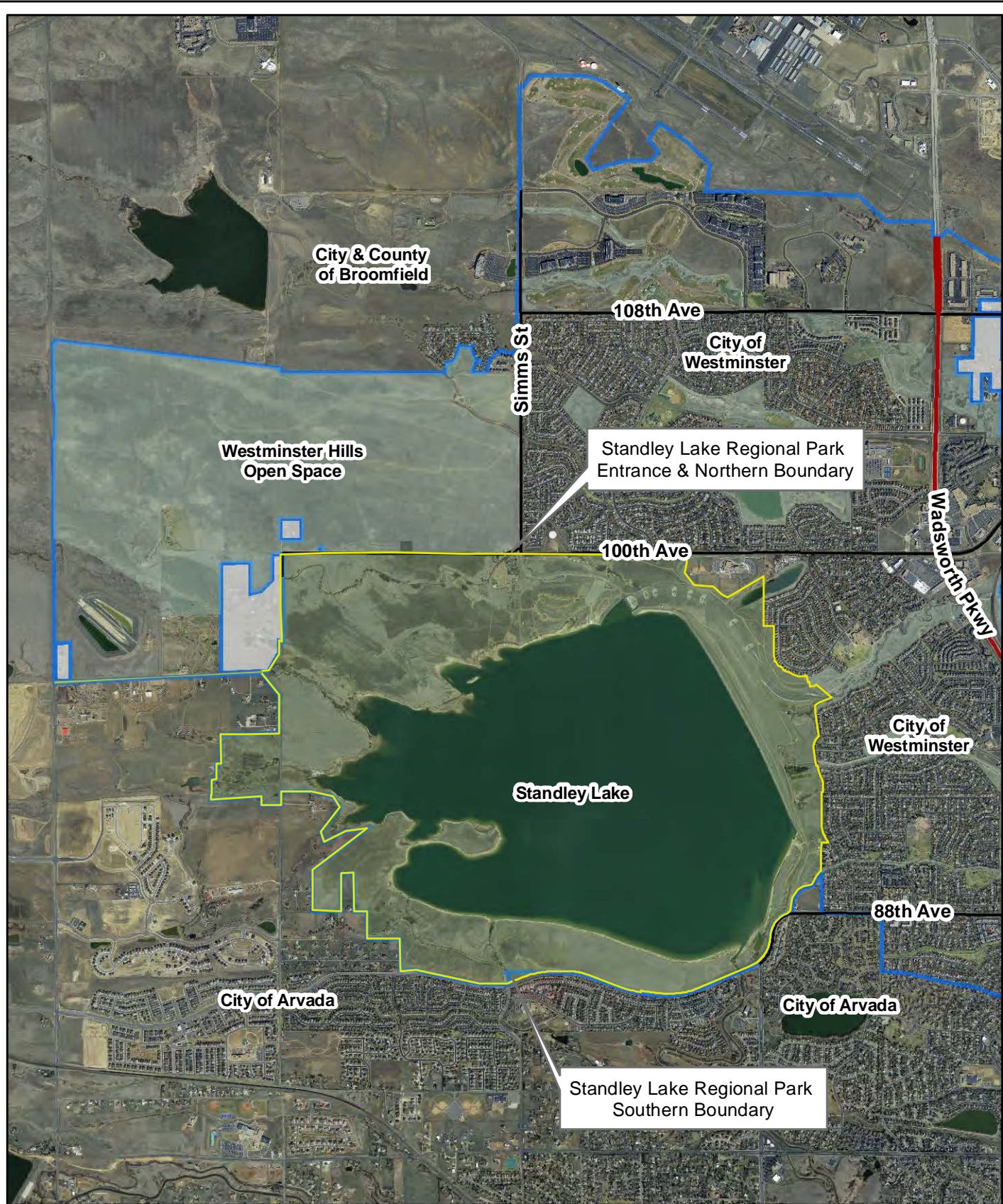
This project supports the City’s Strategic Plan Goals of “Comprehensive Community Engagement,” “Beautiful, Desirable, Environmentally Responsible City,” “Proactive Regional Collaboration,” and “Excellence in City Services” by initiating a wide community outreach process, seeking to protect natural resources in a thoughtful placemaking effort, collaborating to reach shared goals with regional partners, and proactively leading a planning process seeking to place Standley Lake as a more memorable destination through excellence in City services.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

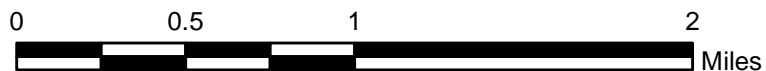
Attachments:

- Standley Lake Regional Park Master Planning Context
- 1996 Standley Lake Master Plan & Phase 1 Recommended Improvements
- Matrix Design Group Project Work Program / Project Schedule



Standley Lake Regional Park Master Planning Context

City of Westminister, CO





Agenda Item 9 A

Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Resolution No. 14 Making Appointments to Fill Vacancies on Boards and Commissions

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 14 making appointments to fill vacancies on the Special Permit and License Board.

Summary Statement

- The Westminster Municipal Code establishes the membership composition of each City Board and Commission and, in some instances, sets forth expertise requirements for membership where professional experience is valuable to the Board's role.
- In June of 2014, Melanie Lawrence Calvert resigned from the Special Permit and License Board because she was moving from the City, making her ineligible to continue serving.
- Citizens interested in serving on Boards and Commissions were interviewed by City Council earlier this year.
- If adopted, the attached resolution officially appoints David DeMott, the current alternate member on the Board, to the vacancy created by Ms. Calvert's resignation; and Geraldine Magill to the alternate member position so the Board can continue to function with full representation.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council wish to fill vacancies on the Special Permit and License Board so a full complement of qualified members can fulfill established duties?

Alternative

Do not fill the vacancies at this time. This is not recommended as City Council invested the time into completing interviews and identifying qualified citizens to fill vacancies. In addition, having the Special Permit and License Board function with full membership allows it to continue performing the duties and responsibilities outlined in the Westminster Municipal Code.

Background Information

After two years of service, Melanie Lawrence Calvert has resigned from the Special Permit and License Board because she and her family are moving from Westminster. As is customary, the attached resolution appoints the current alternate on the Board, David DeMott, to fill Ms. Calvert's unexpired term; and names Geraldine Magill to fill Mr. DeMott's unexpired term as the alternate on the Board.

By appointing residents to Boards and Commissions, citizens are involved in their local government and are actively supporting City Council's Strategic Plan Goal of Comprehensive Community Engagement.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **14**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION FOR THE CITY OF WESTMINSTER
BOARD AND COMMISSION NEW APPOINTMENTS**

WHEREAS, it is important to have each City Board or Commission working with its full complement of authorized members to carry out the business of the City of Westminster with citizen representation; and

WHEREAS, the City Council accepted, with regret, the June 2014 resignation of Melanie Lawrence Calvert as a regular member on the Special Permit and License Board because she relocated and no longer lived in Westminster; and

WHEREAS, City Council conducted interviews of citizens who responded to the 2013 Boards and Commissions' recruitment and, from the pool of eligible citizens, has selected an individual to fill Ms. Calvert's unexpired term, as well as that of the alternate member position on the Special Permit and License Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the following individuals are hereby appointed to the Special Permit and License Board with terms of office to expire on the dates reflected.

<u>NAMES OF APPOINTEES</u>	<u>TERM OF OFFICE</u>
David DeMott (regular member)	December 31, 2014
Geraldine Magill (alternate member)	December 31, 2015

PASSED AND ADOPTED this 28th day of July, 2014.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Public Meeting on the 2015 and 2016 City Budget

Prepared By: Barbara Opie, Assistant City Manager

Recommended City Council Action

Hold a public meeting on the 2015 and 2016 City Budget and receive citizen comments.

Summary Statement

- City Staff is currently preparing budget information for both 2015 and 2016, and this meeting is intended to focus on both 2015 and 2016 citizen requests, comments and suggestions. The public meeting is an informal opportunity for the public to provide input to the City Council on the City Budget.
- City Council officially adopted the City's sixth two-year budget with the 2013/2014 Budget in October 2012; a mid-year review and amendment process occurred in October 2013 for the 2014 Budget. Departments prepare their proposed 2015 and 2016 Budgets through the summer, working to reflect the current economic conditions and community needs. The Departments' efforts culminate in the distribution of the Proposed Budget to City Council at the end of August.
- This is the second public meeting on the proposed budget. A final public hearing is scheduled for September 8 so that citizens will have one more opportunity to comment and provide feedback on the 2015 and 2016 City Budget. City Council must adopt the budget by the October 27 City Council meeting, in accordance with the City Charter.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Listen to citizen requests, comments and suggestions as they pertain to the 2015 and 2016 budget.

Alternative

Council could choose to not conduct a public meeting at this time. This is not recommended as providing citizens an opportunity for input early on in the budget process plays an important role in assuring that the budget reflects community needs.

Background Information

In May, City Council reviewed Staff's level of service analysis related to several core services for the City of Westminster. This work was done in concert with the City Council Strategic Plan Goals identified below:

- Visionary Leadership and Effective Governance;
- Vibrant and Inclusive Neighborhoods;
- Comprehensive Community Engagement;
- Beautiful, Desirable, Environmentally Responsible City;
- Proactive Regional Collaboration;
- Dynamic, Diverse Economy;
- Excellence in City Services; and
- Ease of Mobility

The direction provided by City Council assists City Staff as they develop the 2015 and 2016 City Budget. Other considerations that go into developing a comprehensive budget are making adjustments to service levels based on community needs and citizen or neighborhood input.

At the June 9 public meeting on the budget, Staff provided a brief presentation providing an early overview of the City's financial condition and shared three programmatic areas where changes are under consideration. Research continues and recommendations are being developed by Staff for consideration by City Council in August/September. Information is available on the City's web site for feedback.

The public is encouraged to provide feedback at Monday's public meeting and through the various means to provide input throughout the year, including the following:

- **Public Hearing** – Monday, Sept. 8, 7 p.m., City Hall.
- **Backseat Budgeter** – Create your own budget, prioritize spending and saving, and compare to other in the community (www.backseatbudgeter.com/budgets/westminster).
- **Phone** (303-658-2006), **email** (westycmo@cityofwestminster.us) and **mail** (c/o City Manager's Office, 4800 W. 92nd Ave., Westminster, CO 80031).
- **Access Westminster** – Visit www.accesswestminster.us and submit your input under City Finances.
- **Social Media** – Connect with us on Facebook (www.facebook.com/cityofwestminstercolorado) and Twitter (@westminsterco).

A Proposed Budget will be submitted to City Council at the end of August for review. After reviewing the Proposed Budget for several weeks, City Council is scheduled to conduct a Budget Retreat on the evenings of Monday, September 29 and 30. City Council will deliberate on final funding decisions on staffing levels, programs, services, and capital projects at this Budget Retreat.

In November of 2000, Westminster voters approved a City Charter amendment that allows the City Council to adopt a formal two-year budget. City Council officially adopted the City's first two-year budget with the 2003/2004 Budget. The Proposed 2015/2016 Budget will represent the seventh iteration of biennial budgeting in the City of Westminster.

Two public meetings and one formal public hearing will be held on the Proposed 2015 and 2016 City Budget to solicit citizen input. One public meeting was held June 9, a second on July 28, and a public hearing is scheduled for September 8.

Monday's public meeting was advertised in the *Westminster Window* and *The Weekly*; on Facebook; on cable Channel 8; and the City's website.

City Council's action on this item addresses all eight Strategic Planning Goals: Visionary Leadership and Effective Governance; Vibrant and Inclusive Neighborhoods; Comprehensive Community Engagement; Beautiful, Desirable, Environmentally Responsible City; Proactive Regional Collaboration; Dynamic, Diverse Economy; Excellence in City Services; and Ease of Mobility.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Councillor's Bill No. 20 Vacating Rights-of-way within East Bradburn Filing No. 1

Prepared By: Melanie Walter, P.E. Senior Engineer

Recommended City Council Action

Pass Councillor's Bill No. 20 on first reading vacating the existing rights-of-way within East Bradburn Subdivision, Filing No. 1.

Summary Statement

- The East Bradburn development site is located immediately adjacent to the developed portion of Bradburn Subdivision and is bounded by 120th Avenue to the north, Lowell Boulevard to the east and 118th Avenue to the south. The originally approved Official Development Plan for this area defined a street layout that would accommodate the construction of a townhome product, but financial difficulties experienced by the original developer caused the site to sit dormant for several years. Now, a new developer has acquired the property with the intent of constructing single family - detached dwellings. This different product calls for a slightly modified street layout.
- City Council action is requested to pass the attached Councillor's Bill to vacate all previously dedicated rights-of-way as shown on the attached map. State statutes require that the vacation of all rights-of-way be approved by the City Council.
- The property owner, Bradburn Village Homes, LLC, is requesting the rights-of-way vacation in order to re-plat the subdivision in accordance with the new street configuration shown on the recently approved Official Development Plan (ODP) for this proposed development.
- The existing utilities located within these rights-of-way are not in use and have been disconnected from all City of Westminster active mains. It is the intent of the developer to realign these utilities to fall within new rights-of-way and utility easements to be dedicated on a separate final plat.
- All dry utility companies (Comcast, Century Link and Xcel) have been notified, and these companies approved of this rights-of-way vacation on the condition of a re-dedication of new rights-of-way and easements with the upcoming re-plat of the subdivision.
- A legal description and illustrations of the rights-of-way are included in Exhibit A.
- City Staff has determined that the subject rights-of-way are no longer needed by the City now that the public utilities have been disconnected.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City Council vacate the subject rights-of-way, which by State statute must be vacated by an ordinance of the City Council?

Alternative

The alternative is to not vacate these rights-of-way. This alternative is not recommended because the subject rights-of-way will not align with the street layout of the latest approved ODP.

Background Information

Bradburn Village Homes, LLC, the owner of East Bradburn Filing No. 1, has requested that certain rights-of-way be vacated so that the site plan for this proposed development can be reconfigured to conform to the latest approved ODP. These old rights-of-way were dedicated to the City several years ago via a plat and site plan that was never fully developed.

Staff has reviewed and approved the new site plan which includes the realignment of the rights-of-way to create a neighborhood that is more harmonious with the surrounding developments than the previously approved site plan. It is recommended that the City Council pass the attached Councillor's Bill to allow the vacation of the old, unnecessary rights-of-way. This action is consistent with City Council's goal of providing Vibrant Neighborhoods in One Livable Community.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments

- Councillor's Bill
- Exhibit "A" Legal Description and illustration
- Vicinity Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **20**

SERIES OF 2014

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE VACATING RIGHTS OF WAY LOCATED IN EAST BRADBURN
SUBDIVISION FILING NO 1**

WHEREAS, Bradburn Village Homes, LLC, the owner of property located at the SW corner of West 120th Avenue and Lowell Blvd. and specifically described as East Bradburn Subdivision Filing No. 1, has requested the City vacate all public rights-of-way within said subdivision; and

WHEREAS, the City Council finds that all requirements for roadway vacation contained in the Westminster Municipal Code and applicable state statutes have been met.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council determines that no present or future public access need exists for the area proposed for vacation.

Section 2. The area described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby vacated, pursuant to section 43-2-303(3), C.R.S..

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

Section 4. 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 28th day of June, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of August, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

NE 1/4, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 68 WEST 6th P.M.
 -----CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

SEVEN (7) PARCELS OF LAND BEING A PORTION OF EAST BRADBURN FILING NO. 1, A PLAT RECORDED AT RECEPTION NO. 20060714000712670 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED UPON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, AS BEARING S00°27'46"E BETWEEN THE NORTHEAST CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED PLS# 13225 AND THE EAST QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 2-1/2" ALUMINUM CAP FLUSH WITH THE GROUND, STAMPED LS# 10717.

PARCEL 1 (NORTH MEADE COURT)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 9 OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY RIGHT-OF-WAY OF NORTH MEADE COURT AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING EIGHT (8) COURSES:

1. N00°02'54"W A DISTANCE OF 468.00 FEET;
2. THENCE N89°57'06"E A DISTANCE OF 1.00 FEET;
3. THENCE N00°02'54"W A DISTANCE OF 160.00 FEET;
4. THENCE N89°57'06"E A DISTANCE OF 44.00 FEET;
5. THENCE S00°02'54"E A DISTANCE OF 144.00 FEET;
6. THENCE S11°21'30"E A DISTANCE OF 35.69 FEET;
7. THENCE S00°02'54"E A DISTANCE OF 449.00 FEET;
8. THENCE S89°57'06"W A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 31,365 SQUARE FEET (0.720 ACRES), MORE OR LESS.

PARCEL 2 (NORTH MEADE STREET)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 8 OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY RIGHT-OF-WAY OF NORTH MEADE STREET AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING EIGHT (8) COURSES:

1. N00°02'54"W A DISTANCE OF 449.00 FEET;
2. THENCE N11°15'41"E A DISTANCE OF 35.69 FEET;
3. THENCE N00°02'54"W A DISTANCE OF 144.00 FEET;
4. THENCE N89°57'06"E A DISTANCE OF 44.00 FEET;
5. THENCE S00°02'54"E A DISTANCE OF 186.00 FEET;
6. THENCE S01°09'00"E A DISTANCE OF 52.01 FEET;
7. THENCE S00°02'54"E A DISTANCE OF 390.00 FEET;
8. THENCE S89°57'06"W A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 31,313 SQUARE FEET (0.719 ACRES), MORE OR LESS.


REVISION DESCRIPTION	EAST BRADBURN FILING NO. 1	
MERRICK PROJECT NO. 65117616		
DRAWN KGO	RIGHT-OF-WAY VACATION	
 MERRICK® & COMPANY <small>5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741</small>	DATE: MAY 19, 2014	
	SCALE: N/A	SHEET 1 OF 3

EXHIBIT A

NE 1/4, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 68 WEST 6th P.M.
 -----CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

PARCEL 3 (WEST 119TH AVENUE)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 7 OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY RIGHT-OF-WAY OF WEST 119TH AVENUE AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. S00°27'46"E A DISTANCE OF 52.00 FEET;
2. THENCE S89°57'06"W A DISTANCE OF 192.34 FEET;
3. THENCE N00°02'54"W A DISTANCE OF 52.00 FEET;
4. THENCE N89°57'06"E A DISTANCE OF 191.96 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 9,992 SQUARE FEET (0.229 ACRES), MORE OR LESS.

PARCEL 4 (WEST 119TH PLACE-EAST)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 2 OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY RIGHT-OF-WAY OF WEST 119TH PLACE AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. S00°27'46"E A DISTANCE OF 52.00 FEET;
2. THENCE S89°57'06"W A DISTANCE OF 190.55 FEET;
3. THENCE N01°09'00"W A DISTANCE OF 52.01 FEET;
4. THENCE N89°57'06"E A DISTANCE OF 191.17 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 9,925 SQUARE FEET (0.228 ACRES), MORE OR LESS.

PARCEL 5 (WEST 119TH PLACE-WEST)

BEGINNING AT THE NORTHEAST CORNER OF LOT 32, BLOCK 8 OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE SOUTHERLY, WESTERLY, NORTHERLY AND EASTERLY RIGHT-OF-WAY OF WEST 119TH PLACE AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. S89°57'06"W A DISTANCE OF 207.12 FEET;
2. THENCE N00°02'54"W A DISTANCE OF 35.00 FEET;
3. THENCE N89°57'06"E A DISTANCE OF 207.12 FEET;
4. THENCE S00°02'54"E A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 7,249 SQUARE FEET (0.166 ACRES), MORE OR LESS.


REVISION DESCRIPTION	EAST BRADBURN FILING NO. 1	
MERRICK PROJECT NO. 65117616	RIGHT-OF-WAY VACATION	
DRAWN KGO	DATE: MAY 19, 2014	SHEET 2 OF 3
 <p style="font-size: small; margin: 0;">5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741</p>	SCALE: N/A	

EXHIBIT A

NE 1/4, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 68 WEST 6th P.M.
 -----CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

PARCEL 6 (WEST 119TH COURT)

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE NORTHERLY, EASTERLY, SOUTHERLY AND WESTERLY RIGHT-OF-WAY OF WEST 119TH COURT AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. N89°57'06"E A DISTANCE OF 221.12 FEET;
2. THENCE S11°15'41"W A DISTANCE OF 35.69 FEET;
3. THENCE S89°57'06"W A DISTANCE OF 207.12 FEET;
4. THENCE N11°21'30"W A DISTANCE OF 35.69 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 7,494 SQUARE FEET (0.172 ACRES), MORE OR LESS.

PARCEL 7 (WEST 119TH DRIVE)

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, OF SAID EAST BRADBURN FILING NO. 1; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY RIGHT-OF-WAY OF WEST 119TH DRIVE AS SHOWN ON SAID EAST BRADBURN FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. N00°02'54"W A DISTANCE OF 44.00 FEET;
2. THENCE N89°57'06"E A DISTANCE OF 221.12 FEET;
3. THENCE S00°02'54"E A DISTANCE OF 44.00 FEET;
4. THENCE S89°57'06"W A DISTANCE OF 221.12 FEET TO THE **POINT OF BEGINNING**;

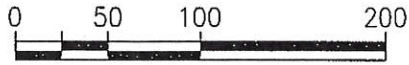
CONTAINING 9,729 SQUARE FEET (0.223 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, PLS 24673
 DATE: MAY 19, 2014
 JOB NO. 65117616
 FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION	EAST BRADBURN FILING NO. 1	
MERRICK PROJECT NO. 65117616	RIGHT-OF-WAY VACATION	
DRAWN KGO	DATE: MAY 19, 2014	SHEET 3 OF 3
MERRICK® & COMPANY 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	SCALE: N/A	

ILLUSTRATION FOR EXHIBIT A

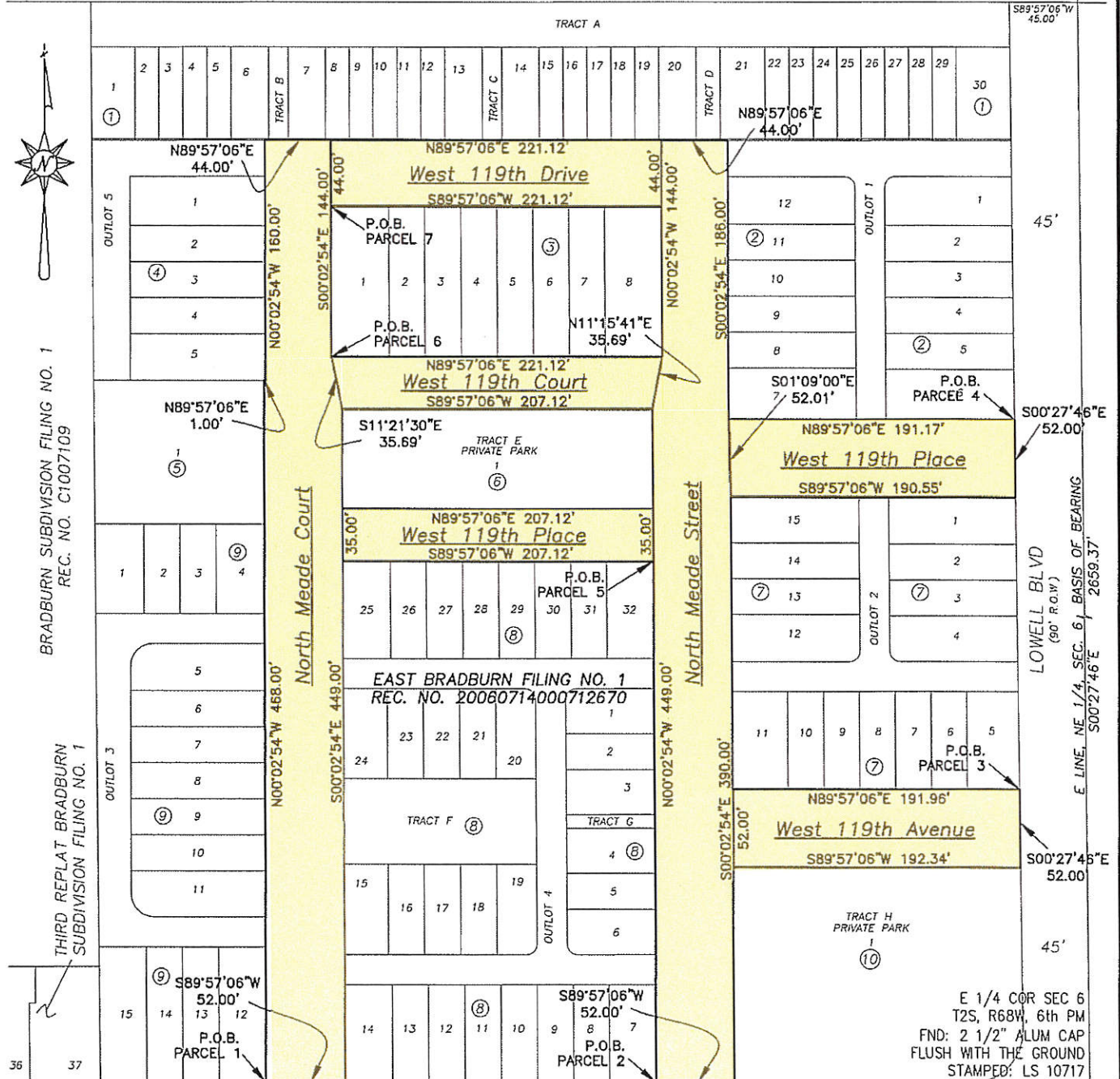


1 inch = 100 ft.

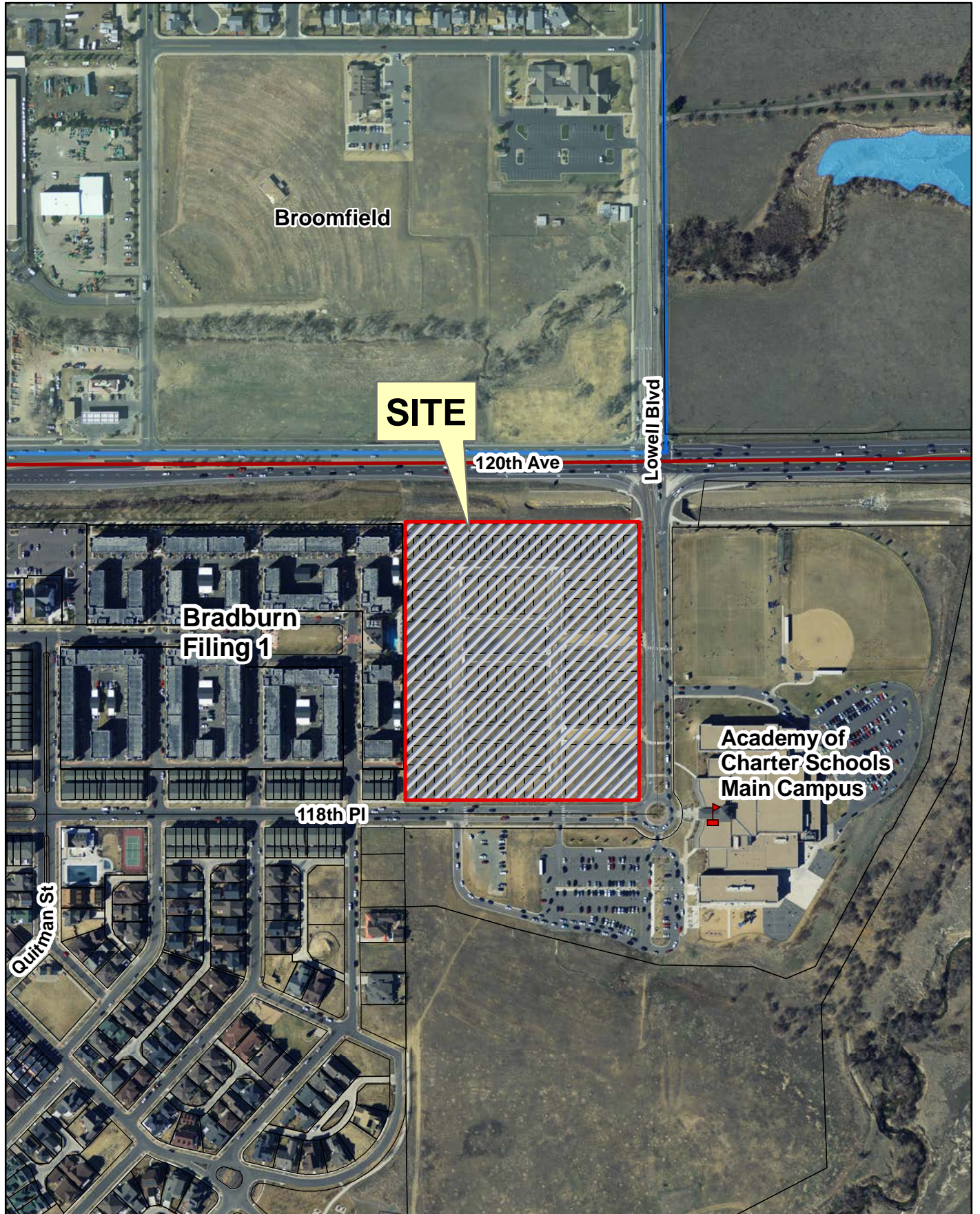
WEST 120TH AVENUE

NE COR SEC 6
T2S, R68W, 6th PM
FND: 3 1/4" ALUM CAP
IN RANGE BOX
(CAP DAMAGED)
STAMPED: PLS 13225

165.00'



Vicinity Map



N.T.S.



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Resolution No. 15 re Residential Competition Service Commitment Awards

Prepared By: Grant Penland, Principal Planner

Recommended City Council Action

Adopt Resolution No.15 awarding Category B-4 (Traditional Mixed Use Neighborhood Development) Service Commitments to Crown Point at Standley Lake.

Summary Statement

- The City received five Category B (new residential) and one Category E (new senior housing) applications for the 2014 Growth Management Program competition.
- In February of 2014, City Council awarded 558 Service Commitments (SC) for the year 2014 for use in servicing new residential developments in Category B.
- The Crown Point at Standley Lake Traditional Mixed Use Neighborhood Development (TMUND) application was not previously awarded SCs, but kept active. As outlined in staff's memorandum to City Council in February regarding the award of SCs, the applicant (Joberg International, LLC) was directed to work with staff to revise their application for reconsideration. The applicant has resubmitted their application to address issues raised by staff.
- The attached resolution will award a total of 64 additional SCs for new residential development (TMUND), bringing the total SCs awarded in 2014 to 622. Any required Comprehensive Plan amendments and Preliminary and Official Development Plans will need to be approved by December 31, 2015, or the SCs will expire unless extended by Council. The resolutions relate to the City's Growth Management Program and are based on the findings established in §11-3-1 of the Westminster Municipal Code.
- The attached resolution is contingent upon ultimate City approval of any necessary documents and does not commit the City to approve any document or project as a result of these awards.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

As a result of the 2014 Service Commitments competition, should the City award additional Service Commitments as outlined below?

Alternative

Council has the option of not awarding Service Commitments to the projects. If that were done, the property owners/developer can make a request during next year’s residential competition. The most significant outcome of this alternative will be that the project would be delayed until the next competition cycle in one year, which can result in discontinued interest in the site by the developer.

Background Information

The City’s Growth Management Program was established in 1978 to aid the City in balancing growth with the City’s ability to provide and expand services including water, water treatment, sewer, police, fire, parks and recreation, etc. Within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded 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. The intent of these SC competitions is for a limited number of new residential projects to proceed to the City’s development review process. Although each applicant must submit a sketch plan for this competition, the City does not formally review each site plan at this stage and does not require engineering studies and plans for the projects. Any project awarded SCs must process any required documents, including Comprehensive Plan amendments, if necessary. It is not necessary for applicants to process their Comprehensive Plan amendments prior to the awards. The SC awards do not obligate the City to approve any required plan or document as a result of the award. If a project does not receive approval of any required documents, the SCs are returned to the water supply figures.

Council authorized the 2014 competition for all new residential and senior housing projects in October 2013. As indicated in the table below, the following projects were previously awarded SCs for the year 2014.

Project Type	Project Name	Developer	Acres	Gross DU/Acre	# of SCs Awarded	Units Based on Award
SFD B-1	Amberwood Estates	TBD	4.54	2.86	13	13
MULTI B-3	Park 12 Hundred	Crescent Communities	26.3	12.17	160	320
SFD B-1	Trails at Tanglewood Creek	Century Communities	86	2.44	210	210
TMUND	Westminster Promenade	TBD	31.86	22	175	350

TOTALS **148.7** **558** **893**

The Crown Point at Standley Lake TMUND original application was not previously awarded the 72 SCs requested by the applicant. The original Crown Point proposal included 72 single-family detached

residential dwellings on varied sized lots with green courts and garden plots. Concerns with the Crown Point submittal included:

- Lack of public streets and potential for vehicular/pedestrian conflicts on private roadways;
- Uncoordinated fencing placement and building orientation;
- Diminutive-sized green court; and
- Poor buffering and edge treatments between residential and commercial development.

The applicant was directed to work with staff to revise the application for reconsideration. Provided the developer was able to address the issues, staff conveyed a willingness to return to City Council with a favorable recommendation of award for the project.

The applicant has revised their application submittal to propose 64 single-family detached residential dwellings on varied sized lots with green courts and garden plots. The Comprehensive Plan designates the property R-8, or a maximum of 8 dwelling units per acre. The proposed density is 4.92 dwelling units per acre. Staff supports the award of 64 SCs, since the proposal will conform to the Comprehensive Plan and the revised submittal addresses the aforementioned issues previously raised by staff.

A notification letter was emailed on July 15, 2014, to the applicant indicating staff's recommendation for the City Council meeting. Because detailed site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, the sketch plans submitted for these competitions are not reviewed with City Council as part of these competitions. The developer has been informed that presentations will not be scheduled for the City Council meeting on July 28, since the developer would tend to focus on site plans not yet reviewed with the City. The developer was also notified that, while it is not required for them to attend the City Council meeting, they are welcome to do so.

The Service Commitment competition meets Council's Strategic Plan Goals of "Vibrant and Inclusive Neighborhoods" and "Beautiful, Desirable, Environmentally Responsible City," by 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.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment

- Resolution (Category B-4)

RESOLUTION

RESOLUTION NO. **15**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION CONCERNING
CATEGORY B-4 (TRADITIONAL MIXED USE NEIGHBORHOOD DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS**

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; 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; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B (new residential) 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 (Category B-4) 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 interests 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 has previously allocated 450 Service Commitments for the year 2014 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2014 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster previously awarded 558 Service Commitments for the year 2014 for use in servicing new residential developments in Category B, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to award an additional 64 Service Commitments for the year 2014 for use in servicing new residential developments in Category B-4, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code.

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

1. Additional Category B-4 Service Commitment awards are hereby made to the specific projects listed below as follows:

Service Commitment Category	Project Name (Location)	Award
Traditional Mixed Use Neighborhood Development, Category B-4	Crown Point at Standley Lake (NEC of Garrison Street and West 100th Avenue)	64
	TOTAL	64

2. These Service Commitment awards to the projects listed above are conditional and subject to the following:
 - a. If applicable, the applicant must successfully amend the Comprehensive Plan.
 - b. The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.
 - c. The applicant must complete and submit proposed development plans in the form of an amendment to the Official Development Plan 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.
 - d. Service Commitment awards for the projects listed above may only be used within the projects specified above.
 - e. These Service Commitment awards 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.
 - f. Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.
 - g. The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any 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.
 - h. 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.
 - i. 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.
 - j. Awards shown for the year 2014 are effective as of the date of this Resolution (July 28, 2014) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.
 - k. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2015.
 - 2) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2015, or the entire Service Commitment award for the project shall expire.
 - 3) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2018), or the entire Service Commitment award for the project shall expire.
 - 4) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.
 - l. 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.
 - m. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

3. The Category B 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 28th day of July, 2014.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

By: _____
City Attorney's Office



Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Resolution No. 16 re Fall 2014 Adams County Grant Applications

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 16 authorizing the Department of Community Development to pursue two grants from the Adams County Open Space grant program during the 2014 fall cycle in the amount of up to \$576,000 for the acquisition of up to four parcels at 6930, 6940, 6950, and 6960 Lowell Boulevard for the future Little Dry Creek Park area and for \$1,072,779 for the Little Dry Creek Riparian Habitat Improvement project at 72nd Avenue and Raleigh Street to remove the Little Dry Creek concrete channel and provide trail connections.

Summary Statement

- The Department of Community Development wishes to pursue a grant from the Adams County Open Space grant program for funding assistance with the acquisition of up to four parcels at 6930, 6940, 6950, and 6960 Lowell Boulevard. Acquiring these properties would allow the City to construct Creekside Drive as part of the future Little Dry Creek Park east of Lowell Boulevard in the preferred location. The City is currently having these parcels appraised but staff estimates that the values will range from \$170,000 to \$240,000 per house. Due to the nature of the project, staff recommends submitting an active grant request which requires at least a 40% match from the City or up to \$384,000. Assuming a 40% match, the grant request would be up to \$576,000. These purchases will be contingent upon the approval of Council and the award of an Adams County grant.
- The Department of Community Development would also like to pursue a second grant from the Adams County Open Space grant program in the amount of \$1,072,779 for assistance with the removal of the concrete channel along Little Dry Creek and the reconstruction of Little Dry Creek trail north of 72nd Avenue. The project will also include re-grading, constructing a sidewalk along 72nd Avenue and a new gravel road to access the current community garden, constructing a gravel parking lot, and seeding the entire area with native grasses. The City will use Community Development Block Grant (CDBG) funds in the amount of \$500,000 that are already on hand for the match, which represents 31.8% of the project cost. The project budget also includes design and construction fees.

Expenditure Required: Grant request for Lowell acquisitions: \$576,000
 Matching funds: \$384,000
 Grant request for Little Dry Creek improvements: \$1,072,779
 Matching funds: \$500,000

Source of Funds: POST Carryover Funds (Lowell acquisitions)
 CDBG (Little Dry Creek improvements)

Policy Issue

Should the City attempt to seek assistance with the acquisition of the up to four parcels along Lowell and for the Little Dry Creek Riparian Habitat Improvement project from the Adams County Open Space Grant Program?

Alternative

Council could choose not to pursue additional funding for the acquisitions and the Little Dry Creek Riparian Habitat Improvement project. This is not recommended because the City does not have the funds to purchase the parcels along Lowell and to construct improvements to Little Dry Creek without funding assistance from the Adams County Open Space program.

Background Information

The City has been successful in applying for and receiving grants from a variety of sources in the past. In recent years, the City has received grant money from the Adams County Open Space grant program for park and trail development projects as well as open space acquisitions. The City has developed a strong partnership with Adams County in its successful use of these grant funds. Since 2003, the City has been awarded more than \$7.43 million for open space acquisitions from Adams County.

Staff wishes to pursue a grant from the Adams County Open Space grant program for funding assistance with the acquisition of up to four parcels at 6930, 6940, 6950, and 6960 Lowell Boulevard.

These properties are located on the east side of Lowell Boulevard, south of the railroad tracks and on the western edge of the future Little Dry Creek Park and Open Space area in between Lowell and Federal Boulevards (see attached map – Attachment B). The City currently owns all of the property necessary for the park except for the area around these houses. The final design of the park includes the construction of Creekside Drive in the location of the two southern most homes (6930 and 6940) and a parking lot to the north. Acquiring all of the homes would open up the view of the future park site from Lowell Boulevard and would allow for the construction of a sidewalk in this area. The City has designed plans to construct the park around these houses if attempts to purchase them are not successful. This would mean however, that Creekside Drive would be constructed in a temporary location to the south of the current houses and would need to be rebuilt at a time in the future after the houses are acquired. Staff believes it is best to try to move forward with a grant to acquire these properties at this time.

An acquisition agent working on behalf of City staff has contacted the owners of all four parcels along Lowell (6930, 6940, 6950, and 6960) and has received interest from all of the owners. Staff is currently having the properties appraised, but from reviewing tax data and comparable sales in the neighborhood, values in the range of \$175,000 to \$240,000 are expected. Staff feels that submitting an active grant request rather than a passive request would be most appropriate for the possible future uses of this site. Active grant requests require at least a 40% match. Using the high end of the values, staff recommends requesting up to \$576,000 from Adams County which represents 60% of the total cost. Staff recommends using POST funds as match in the amount of up to \$384,000. These funds will be available for use once the recent Johnson Open Space Acquisition grant is closed out with Adams County and the City is reimbursed in the amount of \$754,600. These purchases will be contingent upon a grant award from Adams County and City Council approval.

The Department of Community Development would also like to pursue a second grant from the Adams County Open Space grant program for assistance with improvements to Little Dry Creek on the north side of 72nd Avenue at Raleigh Street. This area used to be known as the Della Villa Park. The City purchased this property in 2001 for a new park to serve the surrounding South Westminster neighborhood. In the fall of 2003, the City's first official community garden was established on this site. The garden is accessed via a dirt road that intersects 72nd Avenue at Raleigh Street. It is quite popular and the demand exceeds the supply of garden plots. Little Dry Creek flows across the site

within a concrete channel with steeply sloping concrete sides. The Little Dry Creek Trail lies in the bottom and is part of the concrete channel. The creek is only about 2 feet below the level of the trail. As a result, the trail is subject to frequent flooding. There is no direct access to the trail from the surrounding neighborhoods because the channel slopes are too steep. The City will soon be replacing the 72nd Avenue Bridge over Little Dry Creek which will raise the elevation of 72nd Avenue by about 4 feet. This will cut off the road access to the community garden.

Staff has prepared a plan to address these various issues and improve the site for the surrounding communities. The plan includes the following improvements:

- Removal of the concrete channel between 72nd Avenue and the bridge over Little Dry Creek
- Regrading of the site to create a natural looking creek that would swing south near 72nd Avenue
- Relocate and re-construct the Little Dry Creek Trail to a higher elevation to eliminate flooding
- Preserve the existing grove of white popular trees
- Construct a sidewalk from the north side of 72nd Avenue to the Little Dry Creek Trail to connect to the US36 Trail
- Seed the entire area with native grasses
- Construct a new gravel access road to the community garden from Bradburn Boulevard
- Construct a 28 space gravel parking lot by the community garden

A future second phase could include improving the access road and parking lot with curb, gutter, and asphalt, constructing secondary trails, expanding the community garden, installing some turf grass, and constructing a play area and shade structure. Staff recommends asking for an Adams County grant for the first phase at this time. The estimated cost for the first phase including design and construction is \$1,572,779. The City has access to \$500,000 in CDBG funds to use as match so the total grant request would be \$1,072,779. If grant funds are received, staff would return to City Council and, if the project is approved, construction on these improvements would begin in 2015.

These grant requests support the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments

- Attachment - Resolution
- Attachment B- Site Map for Lowell Boulevard Acquisitions
- Attachment C- Location Map for Little Dry Creek Habitat Improvement Project
- Attachment D- Little Dry Creek Habitat Improvement and Channel Reconstruction Project-Phase One Preliminary Plan

RESOLUTION

RESOLUTION NO. 16

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION
TO PURSUE TWO GRANT REQUESTS FROM THE
FALL 2014 ADAMS COUNTY OPEN SPACE GRANT PROGRAM
FOR THE ACQUISITION OF UP TO FOUR PARCELS ALONG LOWELL AND FOR
IMPROVEMENTS TO LITTLE DRY CREEK.**

WHEREAS, Adams County has established a local government grant application process to assist municipalities and special districts within the County with the development of recreation capital improvements and open space acquisitions; and

WHEREAS, the City of Westminster considers the acquisition of the parcels along Lowell Boulevard to be a high priority and has secured matching funds; and

WHEREAS, the City of Westminster considers improvements to Little Dry Creek and trail north of 72nd Avenue a high priority and has secured matching funds; and

WHEREAS, grant money received from Adams County will assist the City in securing these properties for its open space and park programs and constructing improvements around Little Dry Creek.

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

That Staff shall submit a grant application to the Adams County Open Space Grant program for the fall funding cycle of 2014, requesting funding not to exceed \$576,000 towards the purchase of up to four parcels (6930, 6940, 6950, 6960) along Lowell Boulevard. Staff will also submit a second grant application to the Adams County Open Space Grant program for the same funding cycle, requesting funding not to exceed \$1,072,779 to fund the removal of the concrete channel along Little Dry Creek and for trail improvements north of 72nd Avenue.

PASSED AND ADOPTED this 28th day of July, 2014.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

By: _____
Office of the City Attorney

72nd Ave

Attachment B

City of Westminster

Lowell Houses

Proposed Acquisition

71st Pl

71st Ave

Federal Blvd

70th Ave








69th Pl

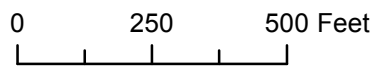
Proposed Acquisition

Future Little Dry
Creek Park and
Open Space

Little Dry
Creek
Dog Park

Water Quality
Pond

-  Trail Underpasses
-  City Trails
-  Proposed Trails
-  Streams
-  Lowell Houses
-  Creekside Drive
-  Open Space



Attachment C City of Westminster Little Dry Creek Habitat Improvement Project

Orchard Crossing
(Adams County
Housing Authority)

Community
Garden

US 36 Trail Connection

Bradburn Blvd

73rd and Orchard

73rd Ave. & Orchard Ct.

73rd Ave

Firemans Park






72nd Ave

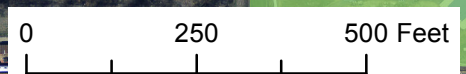
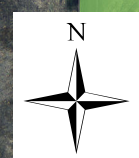
England Park

Park Ball Field

Little Dry Creek Trail
Little Dry Creek

1st St

-  Project Limits
-  Trail Underpasses
-  City Trails
-  City Parks
-  Open Space





LITTLE DRY CREEK CHANNEL RECONSTRUCTION

Phase One - Preliminary Plan



WESTMINSTER



June 16, 2016



Agenda Item 11 A

Agenda Memorandum

City Council Meeting
July 28, 2014



SUBJECT: Second Reading of Councillor's Bill No. 19 re FY2013 Carryover Appropriation into FY2014

Prepared By: Barbara Opie, Assistant City Manager
Steve Smithers, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 19 on second reading authorizing appropriation of FY2013 carryover funds into the FY2014 budgets of the General, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds.

Summary Statement

- City Council action is requested to pass the attached Councillors Bill on second reading, which appropriates FY2013 carryover funds into the FY2014 budgets of the General, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds.
- This Councillor's Bill was passed on first reading on July 14, 2014.

Expenditure Required: \$ 0

Source of Funds: 2013 Carryover from the General, Utility, Storm Drainage, Sales & Use Tax, General Capital Improvement, General Capital Outlay Replacement, Golf Course, and POST Funds

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. **3731**

COUNCILLOR'S BILL NO. **19**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Garcia - Seitz

A BILL

FOR AN ORDINANCE AMENDING THE 2014 BUDGETS OF THE GENERAL, WATER, WASTEWATER, HERITAGE AT WESTMOOR, STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACEMENT, SALES AND USE TAX, PARKS OPEN SPACE AND TRAILS, AND GENERAL CAPITAL IMPROVEMENT FUNDS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2014 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2014 appropriation for the General, Water, Wastewater, Heritage at Westmoor, Storm Drainage, General Capital Outlay Replacement, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds initially appropriated by Ordinance No. 3655 is hereby increased in aggregate by \$16,443,781. This appropriation is due to the appropriation of 2013 carryover.

Section 2. The \$16,443,781 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10A dated July 14, 2014 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$2,970,585
Water Fund	4,446,506
Wastewater Fund	1,671,802
Heritage at Westmoor Fund	175,000
Storm Drainage Fund	130,728
General Capital Outlay Replacement Fund	30,744
Sales & Use Tax Fund	3,272,649
Parks, Open Space & Trails Fund	328,400
General Capital Improvement Fund	<u>3,417,367</u>
Total	<u>\$16,443,781</u>

Section 3 – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

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

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of July, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of July, 2014.

ATTEST:

Mayor

City Clerk

AGENDA

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING**

MONDAY, JULY 28, 2014

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (July 14, 2014)
- 3. Public Hearings and New Business**
 - A. Public Hearing to Consider Amendment to 2014 Budget
 - B. Resolution No. 156 Authorizing Supplemental Appropriation to 2014 Budget
 - C. Westminster Center Urban Reinvestment Project Grading Design Contract Amendment and Construction Engineering Contract
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, JULY 14, 2014, AT 7:25 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison and Board Members Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz. Vice Chairperson Faith Winter was absent. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

APPROVAL OF MINUTES

Board Member Briggs moved, seconded by Board Member Baker, to approve the minutes of the meeting of June 23, 2014, as written. The motion carried unanimously.

MASTER PLANNING PROFESSIONAL SERVICES CONTRACTS FOR THE WURP

It was moved by Board Member Pinter, seconded by Board Member Garcia, in order to more clearly communicate the costs associated with the Torti Gallas contract, to rescind the July 8, 2013, limit on other contracts as necessary with other consultants for work related to the Westminster Center Urban Reinvestment Project (WURP) in an amount not to exceed \$125,000 and to authorize the Executive Director to execute an amended contract with Torti Gallas for an additional \$125,000 for a total not to exceed \$500,000 for planning, urban design and infrastructure analysis related to the development of the WURP site. The motion passed by a 5:1 margin with Board Member Baker casting the dissenting vote.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 7:26 p.m.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 A - B

Agenda Memorandum

Westminster Economic Development Authority Meeting
July 28, 2014



SUBJECT: Public Hearing and Resolution No. 156 Authorizing Supplemental Appropriation to the 2014 budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

- 1) Hold a Public Hearing on the budget amendment for the Westminster Economic Development Authority.
- 2) Adopt Resolution No. 156 authorizing a supplemental appropriation to the 2014 Westminster Economic Development Authority budget.

Summary Statement

- To simplify administrative procedures and reduce paper work, City Staff will typically prepare a resolution on a quarterly basis to appropriate unanticipated revenues and adjust the budget side of transactions that occur during the year for the Westminster Economic Development Authority (WEDA). However, situations may arise where a more immediate need for additional funding is required causing a supplemental request to be presented to the Board between the traditional quarterly supplemental appropriation requests. This is such a request.
- This supplemental appropriation is related to the City's carryover appropriation ordinance approved by City Council on first reading on July 14, 2014 and the anticipated approval of the ordinance on second reading at the Council meeting held just prior to this Board meeting.
- 2014 Amendments:
 - Westminster Center Urban Reinvestment Plan (WURP) Urban Renewal Area (URA)
 - \$600,000 Transfers-in
- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

Expenditure Required: \$600,000

Source of Funds: Transfers-in

Policy Issue

Should the WEDA Board appropriate funds as set forth in the attached Resolution?

Alternatives

The Board could decide not to appropriate the transfers-in revenue to the WURP project and appropriate those funds to other WEDA URA projects. This alternative is not recommended as City Council authorized transferring these funds specifically for the WURP redevelopment efforts.

Background Information

On July 14, the Westminster City Council approved a supplemental appropriation ordinance for the City on first reading that authorized the transfer of \$600,000 from Sales and Use Tax Fund carryover to WEDA's Westminster Center Urban Reinvestment Plan Area specifically to assist with the continued redevelopment efforts at the former Westminster Mall site. In anticipation of City Council passing the ordinance on second reading at the City Council meeting held prior to this WEDA meeting, the requested action in this agenda appropriates those funds to the WURP project. The City and WEDA continue to work to redevelop the former Westminster Mall site. These funds are proposed to be allocated at this time for expenses related to the redevelopment that will be incurred over the balance of 2014 and will have contractual obligations associated with them for payment. These funds will be used by WEDA for planning, architectural services, other consulting contracts and administrative costs related to the WURP Project.

The amendment listed in the attached resolution will bring WEDA's accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to Council's Strategic Plan goals of "Dynamic, Diverse Economy" and "Vibrant & Inclusive Neighborhoods." These goals are met by ensuring revenues are appropriated to expenditure accounts so the funds can be utilized as intended including continued progress in the redevelopment of the Westminster Center Urban Reinvestment Plan Area.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director

Attachment: WEDA Resolution

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **156**
SERIES OF 2014

INTRODUCED BY BOARD MEMBERS

**2014 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2014 budget on October 8, 2012; and

WHEREAS, proper notice for this amendment was published on July 24, 2014, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on July 28, 2014, pursuant to the requirements of Section 29-1-108 Colorado Revised Statutes; and

WHEREAS, on July 28, 2014 City Council authorized the transfer of \$600,000 from Sales and Use Tax Fund 2013 carryover to WEDA to fund expenses related to the redevelopment of the former Westminster Mall site; and

WHEREAS, as necessary a resolution to make adjustments to the budget is presented to the Board; and

WHEREAS, there are adjustments to be made to the 2014 budget; and

WHEREAS, the revenue adjustment consists of an increase of \$600,000; and

WHEREAS, the expense adjustment consists of an increase of \$600,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority:

Section 1. The \$600,000 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers-in	6800.45000.0530	\$0	<u>\$600,000</u>	\$600,000
Total Change to Revenues			<u>\$600,000</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Appropriation Holding-City Participation	80968005952.80400.8888	\$1,094,088	<u>\$600,000</u>	\$1,694,088
Total Change to Expenses			<u>\$600,000</u>	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 28th day of July, 2014.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 C

Agenda Memorandum

Westminster Economic Development Authority Meeting
July 28, 2014



SUBJECT: Westminster Center Urban Reinvestment Project Grading Design Contract
Amendment and Construction Engineering Contract

Prepared By: David W. Loseman, Assistant City Engineer

Recommended Board Action

Based upon the recommendation of the Executive Director, find that the public interest will be best served by a negotiated contract with Martin/Martin, Inc. for Construction Engineering Services during the grading of the Westminster Center Urban Reinvestment Project (WURP); award the grading Construction Engineering Services contract to Martin/Martin, Inc. and authorize the Executive Director to execute a contract in the amount of \$57,120 for this work and an additional \$25,000 as a contingency; and authorize an amendment to Martin/ Martin's current design contract in the amount of \$44,300 and an additional \$10,000 as a contingency.

Summary Statement

- Based upon staff's previous recommendation that it is in the City's best interests to remove any remaining asphalt, curb, gutter and minor structures from the site of the former Westminster Mall as well as perform the over lot grading of the site in preparation for the eventual redevelopment of the property, WEDA authorized the execution of a grading design contract with Martin/Martin, Inc. on February 24, 2014.
- Martin/Martin, Inc. is now recommended to perform construction engineering services during the grading activities as a sole source selection due to this firm's superior knowledge of the grading design for the site. Furthermore, Martin/Martin is currently employed as a subconsultant to Torti Gallas and Partners Inc., on the preparation of the Specific Plan for the Downtown Westminster project. It is staff's belief that this firm's familiarity with the site and its previous work on the Specific Plan allow Martin/Martin to provide excellent services to the City that would not be available from any other engineering consultant. Martin/Martin's fee of \$57,120 is approximately 1.5% of the anticipated cost of this construction, which is very favorable as compared to the fees normally associated with other similar projects. The recommended \$25,000 contingency is reasonable for a project of this magnitude and complexity.
- An Amendment to Martin/Martin's current design contract in the amount of \$44,300 is also requested. This amendment is due to significant, unanticipated revisions to the grading plan suggested by Oliver McMillan, the selected developer of the site. Martin/Martin's effort also includes the addition of the design of booster pumps for the potable water system for the project.

Expenditure Required: \$136,420

Source of Funds: Westminster Center Urban Reinvestment Project Capital Improvement Project

Policy Issue

Should the WEDA Board hire Martin/ Martin, Inc. on a sole source basis as the Construction Engineering firm for the grading of the Downtown Westminster site?

Alternative

The WEDA Board could chose to not move forward with this project or direct staff to conduct a formal selection process for the grading construction engineering services. City staff recommends the approval of this contract since this action will keep the project moving forward in a manner to meet the aggressive schedule of this project. Staff firmly believes that Martin/Martin has a strong familiarity with the project that would be difficult to match by another design and construction engineering firm and has offered a very competitive pricing.

Background Information

Over the past few years, the Authority has purchased many properties at the former Westminster Mall, making WEDA the owner of approximately 90% of the site. In 2012, the demolition of the old Mall began with the first phase of this effort being the demolition of the Mervyn's, Macy's, Steak and Ale and theater buildings. The second phase of demolition included the Dillard's, Montgomery Ward's, Sears, Sears Automotive and the main Mall corridor buildings - essentially all structures within the Mall complex with the exception of the J.C. Penney store. As part of this next proposed demolition and grading project, accommodations for fire protection, parking lot lighting and electrical, gas, water and sanitary sewer services will be made to maintain all of these services to the J.C. Penney, Olive Garden, U.S. Bank, Brunswick Bowling and Dr. McMurtry's properties once the demolition and grading are completed.

Staff is recommending the use of Martin/Martin Inc. as the sole source consultant to act as WEDA's representative during construction. Martin/Martin is currently under contract with the City for the design of the grading of the site and is also currently serving as a subconsultant to Torti Gallas and Partners, Inc., the planning firm previously hired by the WEDA Board to prepare the Specific Plan for Downtown Westminster. The fee that Martin/Martin proposed for construction engineering services is \$57,120, which is approximately 1.5% of the cost of construction. This design fee percentage is much less than that of many other past projects performed by the City and is largely due to the fact that Martin/Martin is currently working on the Specific Plan as a consultant. Under Staff's current schedule, the demolition and grading of the property should begin late in the summer of 2014.

The requested amendment to Martin/Martin's design contract is due to significant revisions to the plans that became necessary when WEDA selected Oliver McMillan as the developer of the project. This selection of Oliver McMillan required revisiting the roadway layout of the project that affected the grading as well. In addition to the impacts to the site grading, Martin/Martin will design booster pumps to the potable water system on site to boost system pressure to an acceptable level and allow for the removal of the old Mall private booster pumps. Martin/Martin's request for additional funds in the amount of \$45,100 brings their total contract amount to \$164,490, which is approximately 4.1% of the estimated cost of construction. This design fee percentage is very favorable when compared to other design contracts of previous capital improvement projects.

City Council action on this item meets elements of two goals in the City's Strategic Plan: Dynamic, Diverse Economy and Ease of Mobility.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director

AGENDA

WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING

MONDAY, JULY 28, 2014

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (February 24, 2014)
- 3. Public Hearings and New Business**
 - A. Resolution No. 58 Authorizing Supplemental Appropriation to 2014 Budget
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY
MONDAY, FEBRUARY 24, 2014, AT 7:56 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Faith Winter, and Board Members Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Administrative Secretary.

MINUTES OF PRECEDING MEETING

Board Member Briggs moved, seconded by Pinter, to approve the minutes of the meeting of February 10, 2014, as written and distributed. The motion carried unanimously.

RESOLUTION NO. 57 LEASING 73RD AVENUE COMMUNITY THEATER TO SWAG

Board Member Garcia moved, seconded by Winter, to adopt Resolution No. 57 authorizing the Chairperson to execute a Lease Agreement, in substantially the same form as included in the agenda packet, with the South Westminster Arts Group for use of Westminster Housing Authority-owned property at 7287 Lowell Boulevard, referred to as the 73rd Avenue Community Theater. On roll call vote, the motion passed unanimously.

ADJOURNMENT

There being no further business to conduct, the meeting adjourned at 7:58 p.m.

Chairperson

ATTEST:

Administrative Secretary

WHA Agenda Item 3 A

Agenda Memorandum

Westminster Housing Authority Meeting
July 28, 2014



SUBJECT: Resolution No.58 re Westminster Housing Authority 2014 Budget Supplemental Appropriation

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Adopt Resolution No. 58 approving a supplemental appropriation to the 2014 Westminster Housing Authority Budget.

Summary Statement

- When necessary, City Staff prepares a resolution to appropriate unanticipated revenues and adjust the budget side of transactions that occur during the year. Typically supplemental appropriations are prepared on a periodic basis for the Westminster Housing Authority (WHA) to simplify administrative procedures and reduce paper work.
- This is the first supplemental appropriation for WHA in 2014.
- On January 13, 2014 the Board approved the 2014 WHA budget.
- 2014 Amendments:
 - \$10,000 carryover from prior years
- In 2013 WHA entered into an agreement with a design/developer team to prepare a conceptual development plan for the Northgate area with funding provided for this service in the 2013 budget.
- This service was not fully performed by the end of the year and Staff is proposing re-appropriation of this item in 2014.

Expenditure Required: \$ 10,000

Source of Funds: Carryover from prior year

Policy Issue

Should the WHA Board appropriate funds as set forth in the attached Resolution?

Alternative

The Board could decide not to appropriate carryover for the Northgate plan. This plan is essential to ensure the 60 acre Northgate area will eventually be developed in a cohesive manner given the several land ownerships could lead to an inefficient street layout and infrastructure improvements. Currently WHA has limited revenues and while the Board could decide to appropriate these carryover funds to other WHA projects, the Northgate plan is the most immediate need at this time given the strong demand for residential development in the Denver metro market and the opportunity for such development presented at the site.

Background Information

The Westminster Housing Authority (WHA) was initially created as a means of constructing and operating the Westminster Commons Senior Apartments at 3180 W. 76th Avenue. Through operations of this apartment complex, the WHA generated about \$60,000 in revenues annually to the general administrative and operations account. In 2012, the WHA sold the Westminster Commons senior apartments to Volunteers of America (VOA) so as to provide an infusion of approximately \$6.5 million in funds for a needed rehabilitation of the 30-year old complex. With the sale, the WHA no longer had this revenue stream to rely upon. However, WHA retains an estimated ending cash balance of \$95,420 as of the end of 2013 that was generated from this revenue source and other refinancing transactions over time.

In addition to operating the Westminster Commons, the WHA has also been utilized to assist the City in its affordable housing and South Westminster revitalization efforts including making infrastructure improvements in the South Westminster TOD area and immediate vicinity, in support of affordable housing. As part of this effort, WHA is in the process of developing plans for the redevelopment of the vacant land just southeast of the intersection of Federal Boulevard and 72nd Avenue referred to as Northgate and commonly known as the Pomponio property, which is located within a ½ mile walking radius of the future Westminster Station commuter rail loading platform. The City has experienced a heightened interest in development of the Northgate property. Just over half of the property is situated within the City with the remainder currently in unincorporated Adams County. The area is devoid of any supporting water, sanitary, and storm water infrastructure to support any level of new development. Development on either the City or unincorporated portion of the property has implications for the cohesive development of the several privately-owned parcels, and therefore requires a consolidated planning effort to coordinate design of an efficient and operable infrastructure system to support development on the entire 60 acre site over time. In addition, the property is at a strategically located gateway into the City, which provides the City an opportunity to work with developers to develop a unique community. Accordingly, in 2013 the Westminster Housing Authority entered into an agreement with a design/developer team to prepare a conceptual development plan for the entire 60 acres of land to establish a framework for infrastructure improvements and provide guidance on land use and development design considerations. Funding appropriated for this planning project in 2013 was not fully expended leaving \$10,000 that needs to be re-appropriated for expenditure in 2014. The supplemental appropriation will permit the complete preparation of the concept and infrastructure plan.

The action requested in this agenda memorandum relates to Council's Strategic Plan goals of "Dynamic, Diverse Economy," "Vibrant Neighborhoods in One Livable Community" and "Ease of Mobility." These

goals are met by ensuring revenues are appropriated to expenditure accounts so the funds can be utilized as intended, including continued efforts to revitalize the South Westminster neighborhood and support improvements in the South Westminster TOD area.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director

Attachment: WHA Resolution

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **58**
SERIES OF 2014

INTRODUCED BY BOARD MEMBERS

**2014 WESTMINSTER HOUSING AUTHORITY
BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Housing Authority (WHA) initially adopted the 2014 budget on January 13, 2014 and

WHEREAS, WHA entered into an agreement with a design/developer team to prepare a conceptual development plan for the Northgate area with funding provided for this service in the 2013 budget; and

WHEREAS, this service was not fully performed by the end of the year; and

WHEREAS, WHA has the need to re-appropriate the remaining funds for the contract to complete the service in 2014; and

WHEREAS, as necessary a resolution to make adjustments to the budget is presented to the Board; and

WHEREAS, there are adjustments to be made to the 2014 budget; and

WHEREAS, the revenue adjustment consists of an increase of \$10,000; and

WHEREAS, the expense adjustment consists of an increase of \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Housing Authority:

Section 1. The \$10,000 increase shall be allocated to WHA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2600.40020.0000	\$18,500	<u>\$10,000</u>	\$28,500
Total Change to Revenues			<u>\$10,000</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contractual Services	26010900.67800.0000	\$15,500	<u>\$10,000</u>	\$25,500
Total Change to Expenses			<u>\$10,000</u>	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 28th day of July, 2014.

ATTEST:

Chairperson

Secretary