



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. Presentation re Governor's Office of Energy Management and Conservation's Energy Champion Certificate
 - B. Proclamation re Fire Prevention Month
 - C. Proclamation re Cub Scout Pack and Boy Scout Troop 324 50th Anniversary
 - D. Proclamation re Physical Therapy Month
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 August 2006
 - B. Countryside Outdoor Pool/Park Irrigation Renovation
 - C. Water Quality Model for the Standley Lake Watershed
 - D. 2006 Wastewater Collection System Large Diameter Pipe Inspection Project
 - E. Raw Water Capital Improvement Projects Transfer of Funds
 - F. Church Ditch Water Quality Project IGA and Amendments re Church Ditch Water Authority Contract and IGA
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re Application to Designate Rodeo Super Market as a Local Historic Landmark
 - B. Resolution No. 50 re Designation of the Rodeo Super Market as a Local Historic Landmark
 - C. Public Hearing re Revisions to the Northeast Comprehensive Development Plan
 - D. Northeast Comprehensive Development Plan Revisions
 - E. Public Hearing re MY Business Park Development
 - F. Resolution No. 51 re Annexation Finding re MY Business Park Property
 - G. Councillor's Bill No. 50 re Annexation of the MY Business Park Property
 - H. Councillor's Bill No. 51 re CLUP Amendment re MY Business Park Property
 - I. Councillor's Bill No. 52 re Rezoning MY Business Park Property
 - J. Preliminary and Official Development Plan for the MY Business Park Property
 - K. Public Hearing re Kerr Property
 - L. Annexation Agreement re Kerr Property
 - M. Resolution No. 52 re Annexation Finding re Kerr Property
 - N. Councillor's Bill No. 53 re Annexation of the Kerr #1 Property
 - O. Councillor's Bill No. 54 re Annexation of the Kerr #2 Property
 - P. Councillor's Bill No. 55 re CLUP Amendment re Kerr Property
 - Q. Councillor's Bill No. 56 re Rezoning Kerr Property
 - R. Councillor's Bill No. 57 re Economic Development Agreement for Sedona, LLC Development

11. Old Business and Passage of Ordinances on Second Reading

12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session

A. City Council

B. Executive Session – Discussion of personnel matter (City Manager’s performance evaluation) pursuant to WMC Section 1-11-3(C)(1) and CRS 24-6-402(4)(f).

13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)

AMHERST GENERAL IMPROVEMENT DISTRICT MEETING (separate agenda)

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, SEPTEMBER 25, 2006 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Presenting the colors and leading the Council, Staff, and audience in the Pledge of Allegiance were members of Cub Scout Pack 324 and Boy Scout Troop 324.

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Price, to approve the minutes of the regular meeting of September 18, 2006, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that: (1) Council's Budget Retreat on September 23 had been a success and very productive; (2) he and the Mayor would be making a presentation to the Colorado Municipal League on September 30; (3) the final link of the bike/pedestrian trail from Standley Lake to Interstate 25 would be dedicated on September 30; and (4) the Council would be convening meetings of the Westminster Economic Development Authority and the Amherst General Improvement District at the conclusion of the Council meeting and would convene an executive session to discuss a personnel matter after that.

CITY COUNCIL COMMENTS

Councillor Dittman reported that a friend living in Montana had contacted him to say she had listened to a City Council meeting broadcast over the Internet.

PRESENTATIONS

Mayor McNally recognized Jerry Cinkosky, Facilities Manager, Brian Grucelski, Maintenance Coordinator, and Barbara Opie, Assistant to the City Manager, for having received the Energy Champion certificate presented by the Governor's Office of Energy Management and Conservation. This prestigious recognition was bestowed on only four Colorado municipalities. It was presented in recognition of the City's energy performance contracting to make facility system improvements that would save the City approximately \$172,000 each year in energy costs based on January 2006 rates.

PROCLAMATIONS

Councillor Price presented the Fire Prevention Month proclamation to Deputy Fire Marshal Doug Hall and Public Education Specialist Sherrie Olguin. Special activities were planned throughout the month in public schools and throughout the community to increase awareness of fire prevention measures that should be followed to save lives and property.

In celebration of the 50th anniversary of Boy Scout Troop 324 and Cub Scout Pack 324, Councillor Kaiser presented a proclamation declaring September 30 as Troop 324 and Pack 324 Day. Scout members and many leaders of the Troop and Pack accepted the proclamation. The Westminster Presbyterian Church had been the Charter Partner of these scouting organizations since 1956. Those present included Jonna Herring, Pack Committee Chair; Gary

Wildung, Troop Committee Chair; Bob Gross, Pack 324 Cubmaster; Brian Beyer, Troop 324 Scoutmaster; and Ron Hellbusch of the Westminster Presbyterian Church.

Councillor Lindsay proclaimed October to be Physical Therapy Month and presented the proclamation to Diane Raber of Therapy Dynamics, 5005 West 81st Place.

CITIZEN COMMUNICATION

Jane Fancher, 7260 Lamar Court, questioned the sufficiency of funds to repay the debt to be considered at the Westminster Economic Development Authority meeting following this meeting and feared that City funds would have to be used to redeem the bonds. Mr. McFall explained the purpose of the change to bond indentures noting that the risk associated with the bond issue would not change as a result of the suggested action. It was expected that revenues would be sufficient to repay the bonds.

Larry Dean Valente, 3755 West 81st Avenue, announced educational opportunities that SWORD (South Westminster Organized for Responsible Development) would be sponsoring in the weeks to come. He invited Council and the public to attend and learn about candidates running for various public offices on the November ballot.

Ernie Frey, 4015 West 103rd Court and president of the Windings Homeowners' Association (HOA), stated that political signs in the HOA's common areas had damaged irrigation systems and complicated maintenance operations. He asked the City's involvement in resolving this problem. Mr. McFall indicated that staff would follow-up.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: acceptance of the August 2006 financial report; authority for the City Manager to sign a \$185,958 contract with T2 Construction, Inc. for construction work at the Countryside Outdoor Pool/Park and a \$18,600 contingency; based on his recommendation and Council's findings that the public interest would best be serviced, authority for the City Manager to execute a sole source professional services agreement, in substantially the same form as reviewed by City Council, with Hydrosphere, Inc. for work in preparing a Water Quality Model for Standley Lake Watershed at a cost not to exceed \$100,000 with \$67,000 being Westminster's share of the total cost; authority for the City Manager to execute a \$242,056 contract with a \$10% contingency budget of \$24,205 with R & R Enterprises to complete the television inspection of 138,156 feet of large diameter sanitary sewer main; authority to create the Croke Canal Clear Creek Headworks Improvements project account and approve the transfer of \$155,000 from the Water Capital Project Reserve account to fund the completion of the project, and authority to create the Van Bibber Creek/Croke Canal Crossing Improvements project and approve the transfer of \$100,000 from the Water Capital Project Reserve account to fund the completion of this project; authority for the Mayor to sign an Intergovernmental Agreement with the Cities of Arvada, Northglenn, and Thornton and the Church Ditch Water Authority for construction and operation of the Church Ditch Water Quality Project; authority for the Mayor to sign the first amendment to the October 29, 2004 Intergovernmental Agreement between the Cities of Northglenn and Westminster for establishment of the Church Ditch Water Authority, which amendment allowed for operation of the Church Ditch Water Quality Project stormwater facilities; and authority for the Mayor to sign the first amendment to the Establishing Contract for the Church Ditch Water Authority allowing for operation of the Church Ditch Water Quality Project stormwater facilities.

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

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

PUBLIC HEARING ON LOCAL HISTORIC LANDMARK DESIGNATION OF RODEO SUPER MARKET

At 7:35 p.m., Mayor McNally opened a public hearing to consider a staff-initiated application to designate the Rodeo Super Market at 2915 West 73rd Avenue as a local historic landmark. This had been the first large “supermarket” format food store in the City and had been operated by Fred Valente, one of the civic leaders of Westminster in the mid-20th Century. The building was one of the few remaining commercial structures from the early 20th Century downtown area on West 73rd Avenue. Vicky Bunsen, Community Development Programs Coordinator, enter into the record a PowerPoint presentation, as well as the agenda memorandum and attendant documents, reporting that notice of this hearing had been published and the property posted. The Historic Landmark Board had considered this application on September 6, 2006, and supported action to designate the Rodeo Super Market a local historic landmark.

Larry Dean Valente, 3755 West 81st Avenue and a descendant of Fred Valente, spoke in favor of the application. Linda Graybeal, 6504 West 95th Avenue and a teacher at Belleview Christian School, presented letters of support from students and urged Council to approve the landmark designation so that Westminster history would be preserved for present and future generations. Gary Wildung, 6901 Wolf Street, asked that the City continue to work on restoring and preserving the old downtown area of Westminster.

No others wished to speak. The Mayor closed the hearing at 8:05 p.m.

RESOLUTION NO. 50 DESIGNATING RODEO SUPER MARKET A LOCAL HISTORIC LANDMARK

Upon a motion by Councillor Kaiser, seconded by Councillor Lindsey, the Council voted unanimously at roll call to adopt Resolution No. 50 designating the Rodeo Super Market as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

PUBLIC HEARING ON REVISIONS TO NORTHEAST COMPREHENSIVE DEVELOPMENT PLAN

At 8:06 p.m. a public hearing was opened to consider staff-proposed revisions to the Northeast Comprehensive Development Plan. David Shinneman, Planning Manager, provided background information and entered the agenda memorandum and attached documents into the record. The plan governed the uses and densities of new developments within the Jefferson County Enclave area located generally between Wadsworth Boulevard and Wadsworth Parkway north of 92nd Avenue. The plan had been approved in a 1996 IGA (Intergovernmental Agreement) between the City and Jefferson County. The IGA had been written to allow either jurisdiction to terminate the agreement after 10 years, or, if no action were taken, the agreement was to automatically renew for an additional 10 years. The first 10 years would end in September, and staff recommended the plan be renewed for another 10 years, but with a number of amendments. County staff was amenable to the proposed amendments and Council’s approval, if granted, would be conditioned on Jefferson County’s approval. Mr. Shinneman reported that notice of this hearing had been published in the newspaper. The Planning Commission had reviewed the proposal and recommended Council approval.

Mayor McNally invited public comment. No one wished to testify, and the Mayor closed the hearing at 8:08 p.m.

REVISIONS TO NORTHEAST COMPREHENSIVE DEVELOPMENT PLAN APPROVED

Councillor Dittman moved to approve the proposed revisions to the Northeast Comprehensive Development Plan as proposed by staff and to renew the Intergovernmental Agreement with Jefferson County for the enclaves area for an additional 10 years conditioned on Jefferson County’s approval of the proposed revisions to the plan. Mayor Pro Tem Kauffman seconded the motion, and it passed with all members of Council voting favorably.

PUBLIC HEARING ON MY BUSINESS PARK ANNEXATION/CLUP AMENDMENT/ZONING/PDP/ODP

At 8:10 p.m., the Mayor opened a public hearing to consider the annexation, Comprehensive Land Use Plan (CLUP) amendment, zoning, and Preliminary/Official Development Plan for the MY Business Park development. Mr. Shinneman entered the agenda memorandum and attendant documentation in the record and stated that notice of this hearing had been published in the newspaper, mailed to property owners within 300 feet of the parcel under consideration, and the property had been properly posted. This 5-acre parcel was located at the northeast corner of 108th Avenue and Zephyr Street. The applicants proposed a 62,988-square-foot office/warehouse flex space. The property was subject to the provisions of the Northeast Comprehensive Development Plan that permitted this use.

Testifying on behalf of the applicant and describing the proposed design of the structures to be built were Joe Coco, 14257 West Evans Circle in Lakewood, and Don Steffan, project architect. Bob Yost of 10905 East 153rd Drive in Brighton explained how the building would be owned after construction.

Mr. Shinneman reported that the Planning Commission had considered the application and development proposal on September 13, 2006, and recommended Council's approval. Mr. Shinneman responded to questions about fencing between the proposed development and Green Knolls. The Mayor closed the hearing at 8:20 p.m.

RESOLUTION NO. 51 MAKING FINDINGS CONCERNING MY BUSINESS PARK ANNEXATION

It was moved by Councillor Major and seconded by Dittman to adopt Resolution No. 51 making certain findings of fact about the MY Business Park annexation as required under Section 31-12-110 C.R.S. At roll call the motion passed unanimously.

COUNCILLOR'S BILL NO. 50 ANNEXING MY BUSINESS PARK PROPERTY

It was moved by Councillor Major, seconded by Dittman, to pass Councillor's Bill No. 50 on first reading to approve the annexation of the MY Business Park property. At roll call the motion passed unanimously.

COUNCILLOR'S BILL NO. 51 APPROVING CLUP AMENDMENT FOR MY BUSINESS PARK PROPERTY

Councillor Major moved to pass Councillor's Bill No. 51 on first reading approving the Comprehensive Land Use Plan amendment for MY Business Park property by changing the designation from Northeast Comprehensive Development Plan to Business Park based on a finding that the proposed amendment would be in the public good and that: (a) there was justification for the proposed change and the Plan was in need of revision as proposed; (b) the amendment was in conformance with the overall purpose and intent of the goals and policies of the Plan; (c) the proposed amendment was compatible with existing and planned surrounding land uses; and (d) the proposed amendment would not result in excessive detrimental impacts on the City's existing or planned infrastructure systems. Councillor Dittman seconded the motion, and it passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 52 REZONING THE MY BUSINESS PARK PROPERTY

Upon a motion by Councillor Major, seconded by Dittman, the Council voted unanimously at roll call to pass on first reading Councillor's Bill No. 52 rezoning the MY Business Park property from Jefferson County P-D to Planned Unit Development (PUD) based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been met.

APPROVAL OF MY BUSINESS PARK COMBINED PDP/ODP

It was moved by Councillor Major and seconded by Dittman to approve the combined Preliminary and Official Development Plan for the MY Business Park property as submitted based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code had been met. The motion passed unanimously.

PUBLIC HEARING ON KERR PROPERTY ANNEXATION/CLUP AMENDMENT/ZONING

At 8:24 p.m. the Mayor opened a public hearing to consider the Kerr Property annexation, Comprehensive Land Use Plan (CLUP) amendment, and zoning. Mr. Shinneman entered the notice of hearing that had been published in the newspaper, the notice mailed to property owners within 300 feet of the parcel in question, and noted that the property had been posted. He also entered the agenda memorandum and attached documentation. The applicant, Jim Kerr, owned two lots located on Ammons Circle. One lot fronted the street and the other had no current street access. The lot fronting the street was improved with a single-family residence. The lots had to be replatted so the rear lot had access to the street and could be used as a legal building site for an additional residence. Both lots would remain over 1 acre in size after replatting and would satisfy the minimum lot size requirements of the Northeast Comprehensive Development Plan. The applicant requested approval of an annexation agreement to allow the continued use of the property for a maximum of four horses, which was permitted under current Jefferson County zoning of the property. The annexation had to be accomplished in two parts to meet minimum contiguity requirements. The Planning Commission had reviewed the proposal and recommended Council's approval.

Jim Kerr, 9931 Ammons Circle, was present to answer any questions. There was no other testimony.

The hearing was closed at 8:32 p.m.

APPROVAL OF KERR PROPERTY ANNEXATION AGREEMENT AS AMENDED

It was moved by Mayor Pro Tem Kauffman, seconded by Major, to approve and annexation agreement for the Kerr property and to amend said agreement to allow four horses total on Lots 1 and 2. The motion passed unanimously.

RESOLUTION NO. 52 MAKING FINDINGS OF FACT RE KERR PROPERTY ANNEXATION

Mayor Pro Tem Kauffman moved to adopt Resolution No. 52 making certain findings of fact regarding the Kerr property annexation as required under Section 31-12-110 C.R.S. Councillor Major seconded the motion, and it passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 53 ANNEXING THE KERR #1 PROPERTY

It was moved by Mayor Pro Tem Kauffman, seconded by Councillor Major, to pass Councillor's Bill No. 53 on first reading annexing the Kerr #1 property to the City of Westminster. The motion passed unanimously at roll call.

COUNCILLOR'S BILL NO. 54 ANNEXING THE KERR #2 PROPERTY

It was moved by Mayor Pro Tem Kauffman, seconded by Councillor Major, to pass Councillor's Bill No. 54 on first reading annexing the Kerr #2 property to the City of Westminster. The motion passed unanimously at roll call.

COUNCILLOR'S BILL NO. 55 AMENDING THE CLUP FOR THE KERR PROPERTY

Upon a motion by Mayor Pro Tem Kauffman, seconded by Major, the Council voted unanimously on roll call vote to pass Councillor's Bill No. 55 on first reading to amend the Comprehensive Land Use Plan for the Kerr property by changing the designation from Northeast Comprehensive Development Plan to R-1 Residential based on a finding that

the proposed amendment would be in the public good and that: (a) there was justification for the proposed change and the Plan was in need of revision as proposed; (b) the amendment was in conformance with the overall purpose and intent of the goals and policies of the Plan; (c) the proposed amendment was compatible with existing and planned surrounding land uses; and (d) the proposed amendment would not result in excessive detrimental impacts on the City's existing or planned infrastructure systems.

COUNCILLOR'S BILL NO. 56 REZONING THE KERR PROPERTY

It was moved by Mayor Pro Tem Kauffman and seconded by Councillor Major to pass Councillor's Bill No. 56 on first reading to approve the rezoning of the Kerr property from Jefferson County A-2 to City of Westminster R-E based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been satisfied. On roll call vote, the motion passed unanimously.

COUNCILLOR'S BILL NO. 57 RE SEDONA LLC DEVELOPMENT EDA

Councillor Price moved, seconded by Dittman, to pass Councillor's Bill No. 57 on first reading authorizing the City Manager to execute and implement a \$63,398 Economic Development Agreement (EDA) with Sedona, LLC Development. At roll call, the motion passed unanimously.

ADJOURNMENT

There was no further business to come before the City Council. It was moved by Councillor Major, seconded by Councillor Price, to adjourn. The motion passed unanimously, and the Mayor adjourned the meeting at 8:38 p.m.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Item 6 A

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Presentation of the Governor's Office of Energy Management and Conservation's Energy Champion Certificate

Prepared by: Barbara Opie, Assistant to the City Manager

Recommended City Council Action

Present Jerry Cinkosky, Facilities Manager, and Brian Grucelski, Maintenance Coordinator, the Energy Champion certificate presented by the Governor's Office of Energy Management and Conservation for the City's energy performance contracting to make facility system improvements that will save the City approximately \$172,000/year in energy costs based on January 2006 rates.

Summary Statement

- In December 2005, City Council authorized the City to enter into an energy performance contract with Siemens Building Technologies for energy and water conservation and other related improvements in 21 City facilities. The project provided essential tools to improve the operations within these facilities, generate both energy and water conserving savings at a time when City finances are tight, minimize the effect of rising energy costs, and promote responsible water use. This project also is allowing the Building Operations and Maintenance Division to become more proactive versus reactive in providing facilities' maintenance services.
- The energy performance contract with Siemens Building Technologies has provided a single contractor to conduct these multi-facility energy and water renovations and improvements, improving accountability and increasing standardization, and enhancing and reducing costs for maintenance operations in the long term.
- On Friday, September 15, the City of Westminster was recognized as one of 45 state and local governments that have pioneered innovative and effective ways to make energy-saving improvements to public facilities. Westminster was one of only four cities recognized statewide.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

In April 2005, City Council identified the "City's Energy and Fuel Strategy" as a High Priority at their goal setting retreat. Staff worked with an energy consultant to capture energy savings through equipment enhancements and some minimal operational changes. The City entered into a contract in February 2005 with Siemens Building Technologies as the City's energy service company (ESCO) to look into energy-saving enhancements at each City owned facility.

The ESCO conducted an audit, assessing energy-consuming systems and facilities, to determine proposed upgrades to reduce energy consumption. After Siemens completed the audit, Staff identified enhancements to implement, focusing on those options that had a high rate of return in potential savings and/or priority based on age and stability of existing equipment. Enhancements identified by Siemens include the installation of central controls, lighting and electrical upgrades, water conservation devices and HVAC upgrades. The upgrades Siemens identified would be paid for with the energy cost savings outlined. If the energy savings fall short of the projections, Siemens must pay the difference to the City.

The energy audit addressed lighting, vending, water and mechanical systems in all facilities including the Semper Water Treatment Facility, but excluded utility pump stations and plants. The energy savings reflect real reductions projected in energy consumption (e.g., kilowatts used) for the specific item identified (e.g., replacement lighting). The lighting enhancements included replacement of bulbs (i.e., wattage and number of fixtures), ballasts (a ballast is a device in each light fixture that controls the electricity flow for bulbs), exit signs (changing from incandescent and fluorescent light to LED) and additions of timers/sensors associated with lighting. Vending machine controls allow machines to be shut down during long periods of no use and are activated by motion. Water saving measures evaluated included replacing faucets, toilets, urinals, and showerheads. The mechanical modifications comprised the bulk of the proposed project and included roof top units (RTU's), building automation controls (the "brains" running the mechanical heating/cooling systems), thermostats, condensing units, boilers, interlock doors, air handling units (AHU's) and equipment run time optimization.

Staff worked with John Canfield, who is a consultant provided by the Governor's Office of Energy Management and Conservation's Rebuild Colorado Program. Mr. Canfield will continue assisting the City through the Governor's Office of Energy Management and Conservation during the measurement and verification (M&V) period of this project as part of the City's independent monitoring of the energy saving and water conserving results. Staff also worked with Linda Smith from the Governor's Office of Energy Management and Conservation on this project.

According to the Governor's Office of Energy Management and Conservation, the Energy Champion award recipients represent exemplary projects that have participated in the State's *Rebuild Colorado* program. The City of Westminster was recognized for its energy performance contracting whereby the City takes advantage of the fact that energy-saving projects pay for themselves. The annual energy savings pay for the annual financed cost of the projects, minimizing or eliminating the need to use capital budgets. In the City of Westminster's case, the energy savings minimize the need for capital moneys to conduct these improvements. The City opted to accelerate the repayment period from an approximate 14 year payback period to a 10 year payback, incorporating the use of annual capital contributions to repay the project costs. The energy savings projected annual energy savings are \$172,187 (or approximately \$1.7 million over the ten year period).

The \$2.5 million energy performance contract commenced in April with the water savings projects. Lighting retrofits started in May and were completed in August. The mechanical, roof top units (RTUs), boilers, heating ventilation and cooling (HVAC) systems upgrades started in June and will be complete at the end of September. The entire project has come within the budget with an additional \$84,000 of Demand Side Management (DSM) rebates from Xcel Energy to be applied to the project. Any savings in the guaranteed maximum price project will be applied towards other City facilities projects. The entire Siemens project should be completed a month ahead of time (by the end of October). Siemens anticipates that they will have another one to two months of calibrating some of the new HVAC units and boilers at City Park Recreation Center, but all the systems are up and running.

On Friday, September 15, the Mayor accepted the Energy Champion certificate on behalf of the City of Westminster at a reception at the Governor's residence. Westminster was recognized as one of 45 state and local governments that have pioneered innovative and effective ways to make energy-saving improvements to public facilities. Westminster was one of only four cities recognized.

Westminster Facilities Manager, Jerry Cinkosky, and Maintenance Coordinator, Brian Grucelski, will be present to accept the Governor's Office of Energy Management and Conservation Energy Champion certificate for the City's energy performance contracting to make facility system improvements.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 6 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Proclamation re Fire Prevention Month

Prepared By: Doug Hall, Deputy Fire Marshal
Sherrie L. Olguin, Public Education Specialist

Recommended City Council Action

Proclaim October as Fire Prevention Month.

Summary Statement

- Councillor Price will present the proclamation to the Westminster Fire Department.
- Each year the National Fire Protection Association designates one week as National Fire Prevention Week. This designation always occurs during the week that includes October 9th, the anniversary of the Great Chicago Fire. This week is set aside to encourage efforts across the country to educate the public about fire safety.
- The City of Westminster will extend the celebration of Fire Prevention Week to span an entire month. The Westminster Fire Department will participate in several ways, including fire safety presentations at schools throughout the community; a fire safety coloring contest for third grade children in the city; and a number of community events with local businesses regarding public safety.
- Tours and programs will also be held at the City's fire stations. Throughout the month, several thousand citizens are expected to take advantage of these special programs. Westminster citizens can receive information on how to survey their home for potential hazards and upon request smoke detectors and batteries will be provided to those citizens who cannot afford one.
- Deputy Fire Marshal Doug Hall and Public Education Specialist Sherrie L. Olguin will be present to accept the Proclamation on behalf of the Fire Department.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Fire Service professionals throughout the United States will celebrate Fire Prevention Week, October 8-14, 2006. Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres. The fire began on October 8, but continued into and did most of its damage on October 9, 1871.

In 1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls. According to the National Archives and Records Administration's Library Information Center, Fire Prevention Week is the longest running public health and safety observance on record. The President of the United States has signed a proclamation proclaiming a national observance during that week every year since 1925.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, in 2005 the United States had 3,675 fire fatalities, 17,925 injuries, and over 10.6 billion dollars in property loss due to structure fires; and,

WHEREAS, in 2005 the City of Westminster Fire Department responded to 7,882 emergency alarms, of those calls 165 were fire calls, and \$967,000 in buildings and content were lost due to structure fires; and,

WHEREAS, Fire Prevention should be of concern to every Westminster citizen; and,

WHEREAS, the City of Westminster recognizes the staggering annual losses due to fires and wishes to bring to the attention of every citizen the importance of sound fire prevention practices; and,

WHEREAS, the City of Westminster believes that a "fire safe" community depends on a joint commitment and effort involving all citizens as well as firefighters; and,

WHEREAS, the Westminster Fire Department has established a public education program that works to educate citizens on the hazards of fire; and,

WHEREAS, the Westminster Fire Department encourages all Westminster citizens to have a free home fire inspection to point out potential hazards; and,

WHEREAS, the 2006 Fire Prevention Week theme, "Prevent Cooking Fires: Watch What You Heat!" effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week and year-round,

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

FIRE PREVENTION MONTH

in the City of Westminster, and urge all citizens to heed the important safety messages of Fire Prevention Month 2006, and to support the many public safety activities and efforts of the City of Westminster's Fire Department.

Signed this 25th day of September, 2006

Nancy McNally, Mayor



WESTMINSTER
COLORADO

Agenda Item 6 C

Agenda Memorandum

City Council Meeting
September 25, 2006

SUBJECT: Proclamation re Cub Scout Pack and Boy Scout Troop 324 50th Anniversary

Prepared by: Mary Joy Barajas, Executive Secretary
Linda Yeager, City Clerk

Recommended City Council Action

City Council proclaim September 30 as Boy Scout Troop and Pack 324 Day in the City of Westminster in recognition of the 50th Anniversary of this Pack and Troop. Councillor Kaiser will present a proclamation to Jonna Herring, Pack Committee Chair, Gary Wildung, Troop Committee Chair, Bob Gross, Pack 324 Cubmaster, Brian Beyer, Troop 324 Scoutmaster, and Ron Hellbusch, Westminster Presbyterian Church representative.

Summary Statement

- Cub Scout Pack and Boy Scout Troop 324 will celebrate the 50th Anniversary of the pack/troop on September 6, 2006. The Westminster Presbyterian Church established its Charter Partnership with Pack/Troop 324 the in 1956.
- Due to the charter partnership with Pack/Troop 324 and the Westminster Presbyterian Church, many Westminster boys have been provided a rich scouting opportunity and participate in numerous community assistance events through the years.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Cub Scout Pack 324 and Boy Scout Troop 324 will celebrate their 50th Anniversary of existence on September 30, 2006. Since 1956, Pack/Troop 324 have been Charter Partners with the Westminster Presbyterian Church. Due to this partnership, numerous boys aged 7 through 18 have benefited from a safe and well rounded scouting experience.

There have been innumerable Cub Scouts in Pack 324 that have received the Arrow of Light award, the highest award that a Cub Scout can earn; over 85 Boy Scouts in Troop 324 have received their Eagle Rank, the highest award that a Boy Scout can earn; and 13 adults associated with Troop 324 have received the Silver Beaver Award from the Denver Area Council. This award is the highest recognition for an adult Boy Scout volunteer. In addition, this pack/troop has and continues to participate in a number of community service events in and around Westminster.

Representatives of Pack/Troop 324 and the Westminster Presbyterian Church will be present to accept the proclamation.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, September 30, 2006, marks the 50th anniversary of Cub Scout Pack 324 and Boy Scout Troop 324; and

WHEREAS, the Westminster Presbyterian Church has been the Charter Partner of Pack 324 and Troop 324 since 1956 and has not only fulfilled requirements of a Charter Partner, but also has exceeded those expectations by providing scholarship money to enable participation of all Scouts to attend Summer Camp regardless of their financial ability; and

WHEREAS, innumerable Cub Scouts in Pack 324 have earned the Arrow of Light, the highest award a Cub Scout can achieve; and

WHEREAS, more than 85 Boy Scouts in Troop 324 have earned the rank of Eagle, the highest award a Boy Scout can earn; and

WHEREAS, over the years, the Denver Area Council has presented 13 adults associated with Troop 324 with the Silver Beaver Award, the highest recognition an adult volunteer can receive; and

WHEREAS, the efforts of the Pack and the Troop members have produced tremendous benefits to the community through yearly food drives, hat and mitten trees at Christmas, work with the Interfaith Hospital Network, participation in Westminster Clean-up, trail building and improvement, and the collection of school equipment for the Have a Heart Foundation.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim September 30, 2006, as

TROOP 324 AND PACK 324 DAY

in the City of Westminster and congratulate all current and former members of the Troop and Pack, as well as their adult leaders and Charter Partner on the occasion of their 50th anniversary celebration.

Signed this 25th day of September 2006

Nancy McNally, Mayor



Agenda Item 6 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006

SUBJECT: Proclamation re Physical Therapy Month

Prepared by: Linda Yeager, City Clerk

Recommended City Council Action

Proclaim October as Physical Therapy Month.

Summary Statement

- Councillor Lindsey will present the proclamation to Diane Raber, a member of the Colorado Chapter of the American Physical Therapy Association.
- City Council is requested to proclaim the month of October as Physical Therapy Month in the City of Westminster.
- Diane Raber of Therapy Dynamics, located at 5005 West 81st Place #100 in Westminster, will be present to accept the proclamation.

Expenditure Required: \$0

Source of Funds: N/A

SUBJECT: Proclamation re Physical Therapy Month

Page 2

Policy Issue

None identified

Alternative

None identified

Background Information

The Colorado Chapter of the American Physical Therapy Association represents more than 1,000 physical therapists, physical therapist assistants and physical therapy students in Colorado and promotes the importance of physical therapy education and research.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, the practice of physical therapy involves a variety of aspects from injury prevention to general health and fitness to rehabilitation following an injury, disease or surgery; and

WHEREAS, physical therapy helps improve the quality of life and physical well being of people of all ages, including cardiac patients, children, athletes and the elderly; and

WHEREAS, the Colorado Chapter of the American Physical Therapy Association represents more than 1,000 physical therapists, physical therapist assistants and physical therapy students in Colorado and promotes the importance of physical therapy education and research; and

WHEREAS, through physical therapy practice, education and research, physical therapists are able to prevent disease, promote health, reduce pain and enhance the quality of life; and

WHEREAS, it is appropriate that we recognize these individuals who dedicate their time and talent toward enhancing the physical health of the citizens of our state and thank them for making Colorado an even better and healthier place to live, work and raise a family.

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

PHYSICAL THERAPY MONTH

in the City of Westminster, and do urge all citizens to recognize the significant contributions of these dedicated professionals.

Signed this 25th day of September, 2006

Nancy McNally, Mayor



WESTMINSTER
COLORADO
Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Financial Report for August 2006

Prepared By: Tammy Hitchens, Finance Director

Recommended City Council Action

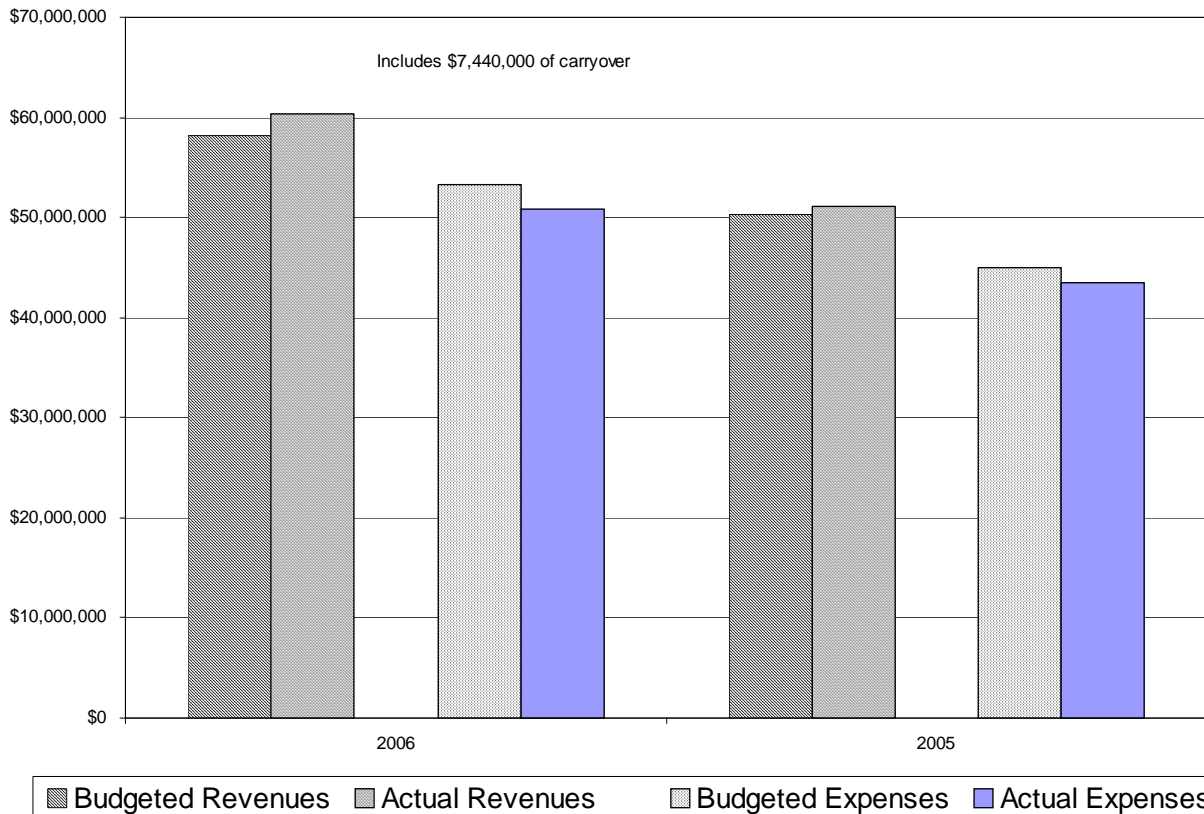
Accept the Financial Report for August as presented.

Summary Statement

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

The General Fund revenues and carryover exceed expenditures by \$8,592,000. The following graph represents Budget vs. Actual for 2005 – 2006.

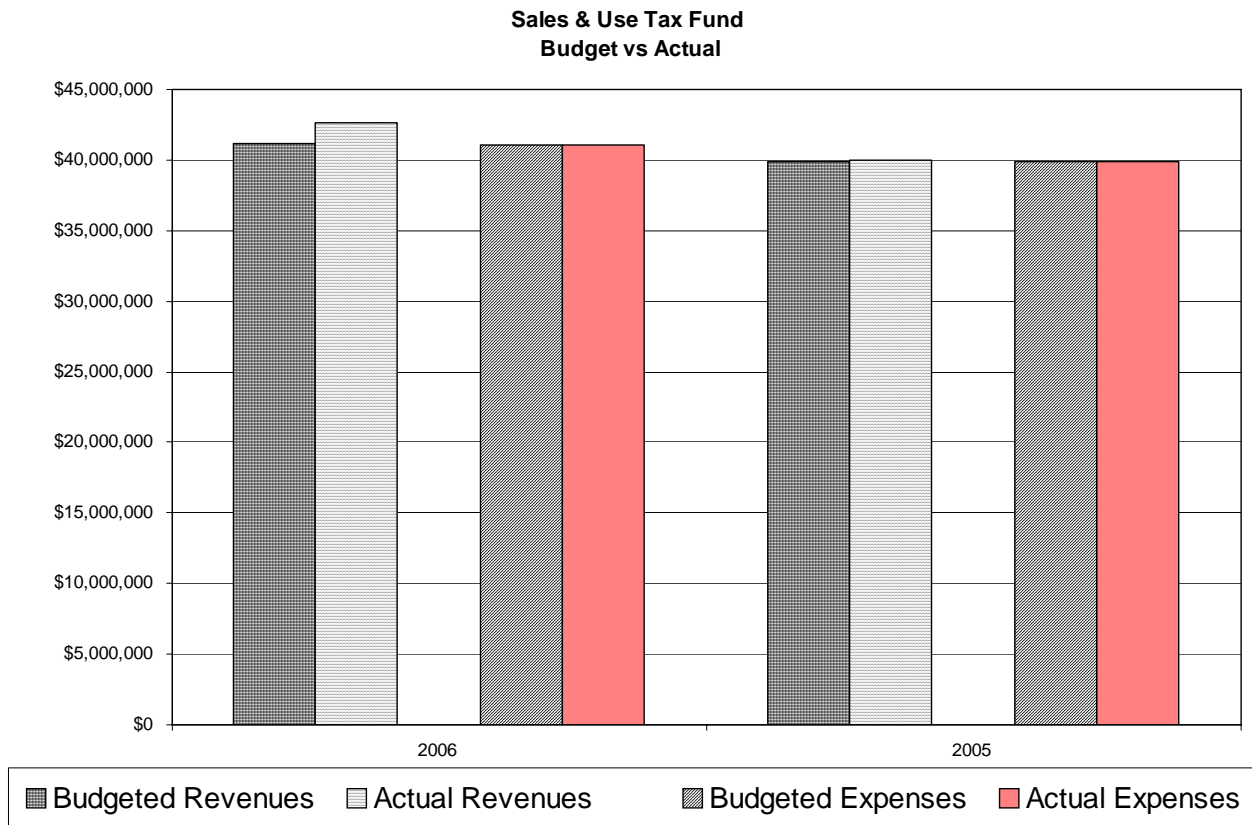
**General Fund
Budget vs Actual**



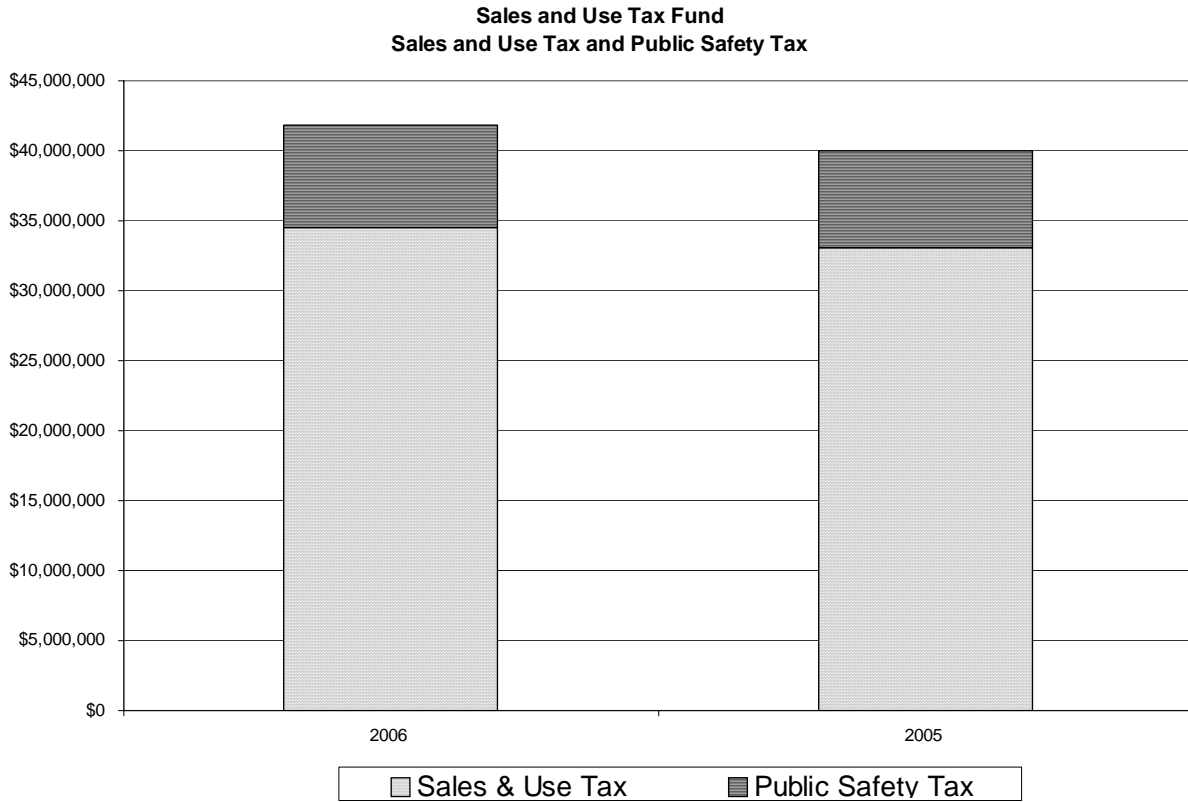
The Sales and Use Tax Fund's revenues and carryover exceed expenditures by \$1,562,000

- On a year-to-date basis, sales & use tax returns are up 4.0%.
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 1.5% from the prior years. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are up 0.1%.
- The top 50 Sales Taxpayers, who represent about 63% of all collections, were up 3.1% after adjusting for one time audit revenue and Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 7% on a year-to-date basis.
- Building Use Tax is up 13.9% year-to-date over 2005.

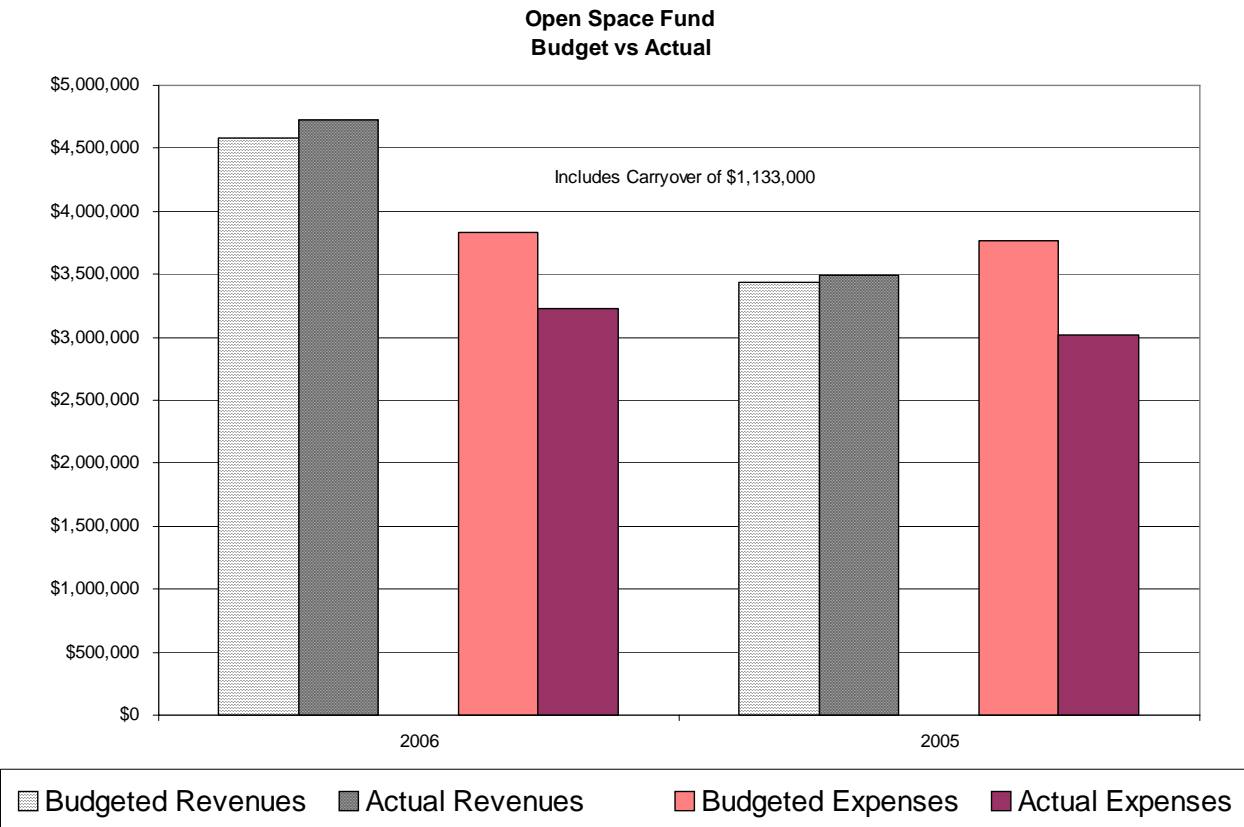
The numbers reflect less reliance on the top producers of sales tax and a diversification of and additional sales tax payers.



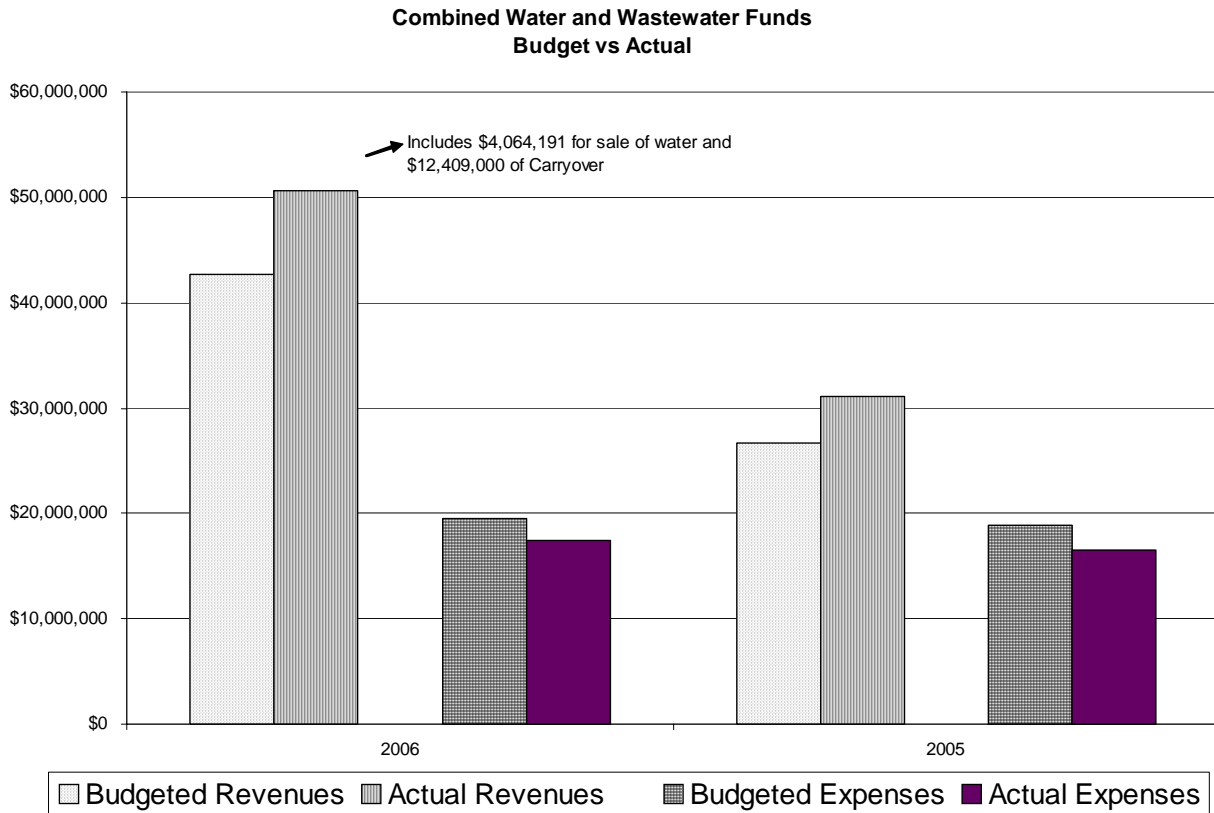
The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.



The Open Space Fund revenues exceed expenditures by \$1,509,000.

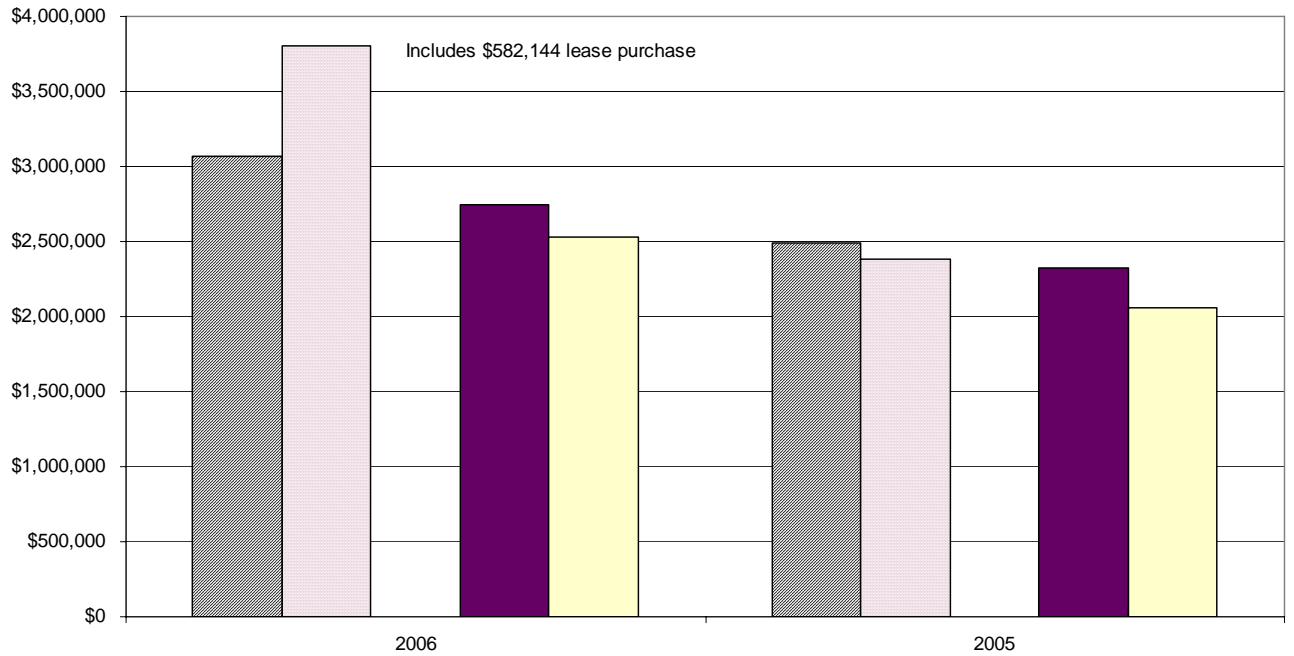


The combined Water & Wastewater Funds' revenues and carryover exceed expenses by \$33,130,000. \$24,001,000 is budgeted for capital projects. The City sold water to Southwest Adams Country Water and Sanitation District for \$4,064,000 in March.



The combined Golf Course Funds' revenues exceed expenditures by \$1,274,000. This number includes a transfer of \$750,000 from the General fund to assist in decreasing the negative cash balance at year end. The \$750,000 was not budgeted in the golf course fund as it is not available to spend. The golf courses made a quarterly lease payment for golf carts and equipment in January. When comparing 2005 expenditures to 2006, the 2006 Heritage figures include a lease purchase, for golf carts and maintenance equipment, of \$582,144.

**Golf Course Enterprise
Budget vs Actual**



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

Policy Issue

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

Alternative

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

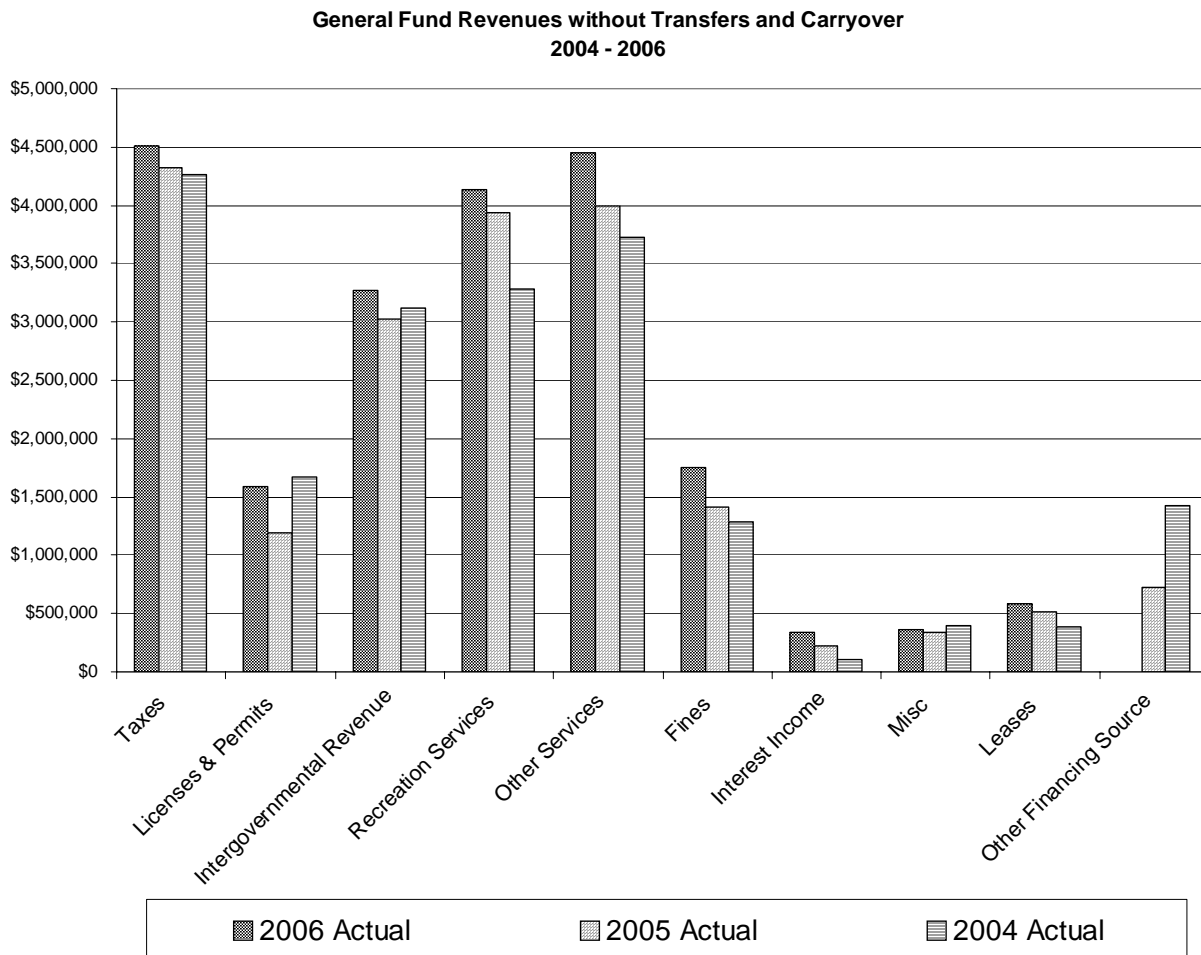
Background Information

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

General Fund

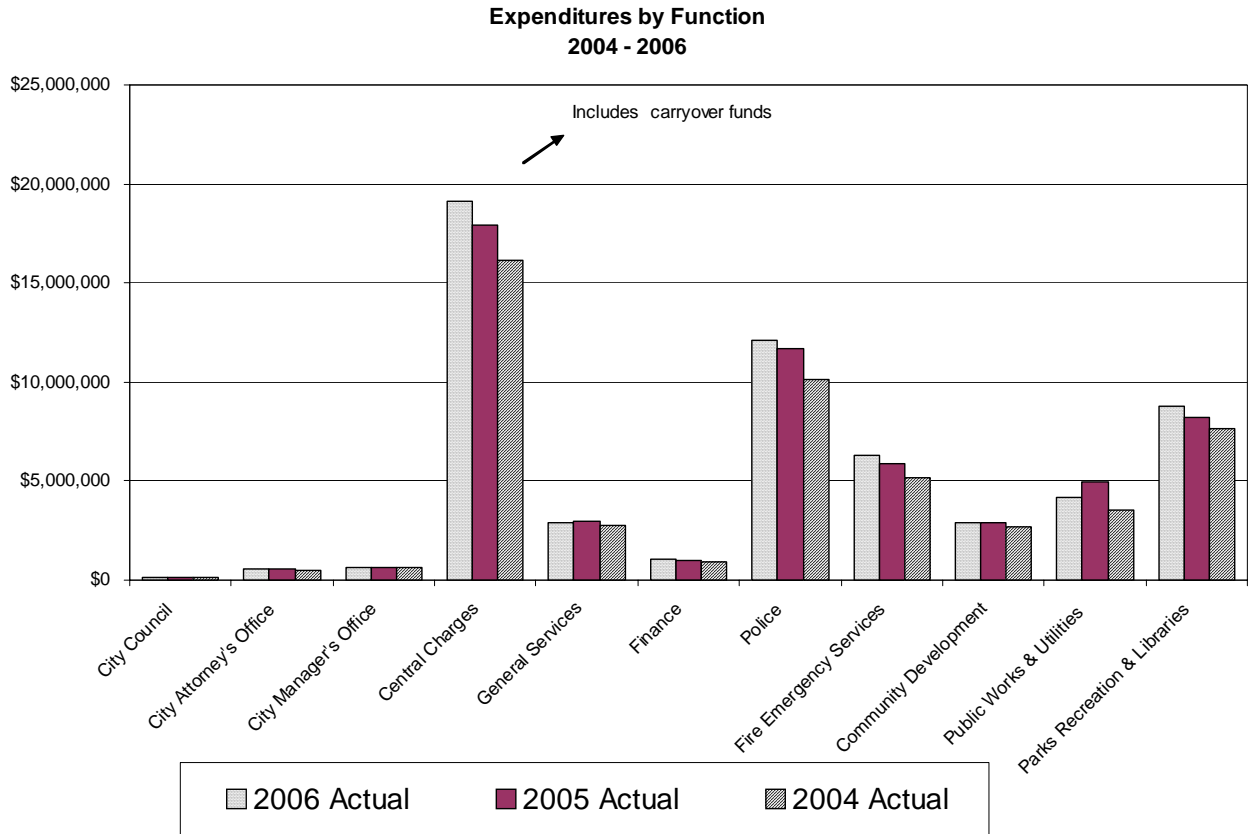
This fund reflects the results of the City’s operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions; City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2004 – 2006 year-to-date.



Other Financing Source reflects 2005 lease financing proceeds used to purchase City computers. The 2004 Other Financing Source is computer lease proceeds and interfund borrowing.

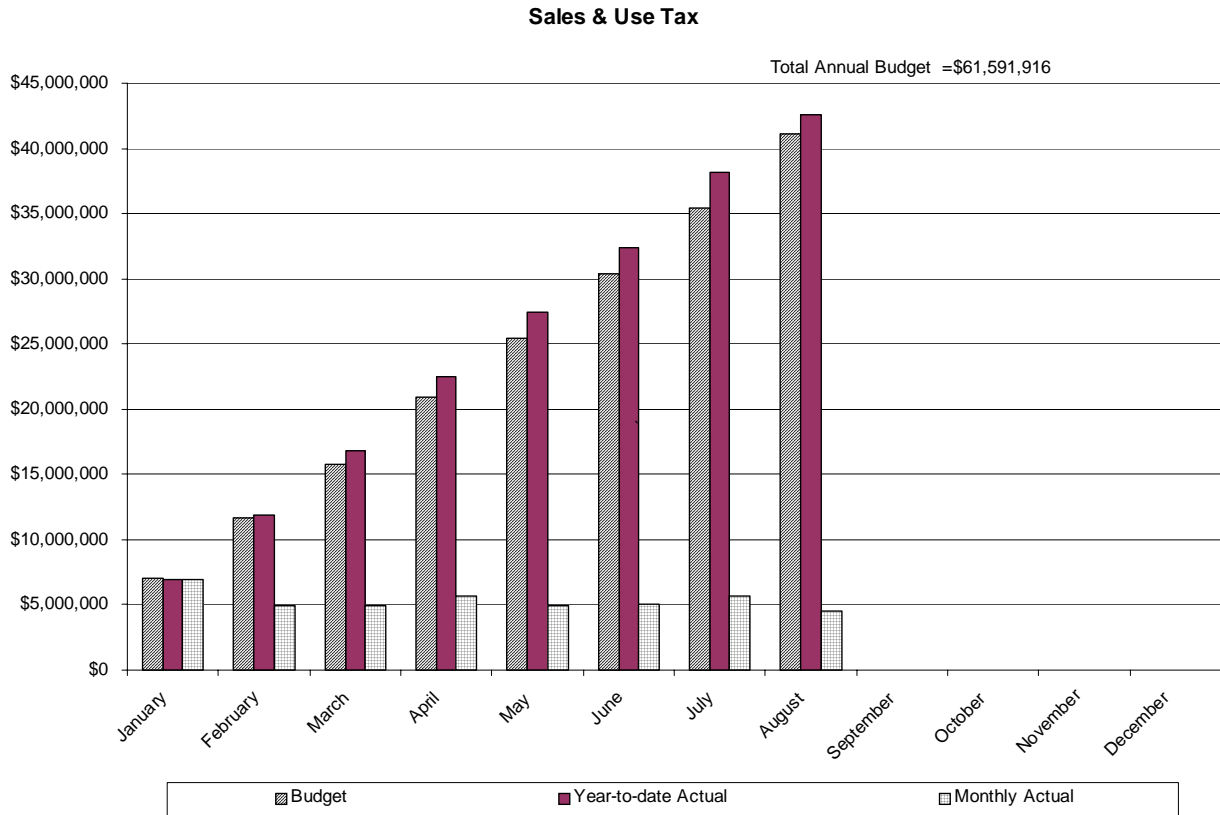
The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2004 –2006.



Sales and Use Tax Funds (Sales & Use Tax Fund and Open Space Sales & Use Tax Fund)

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

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

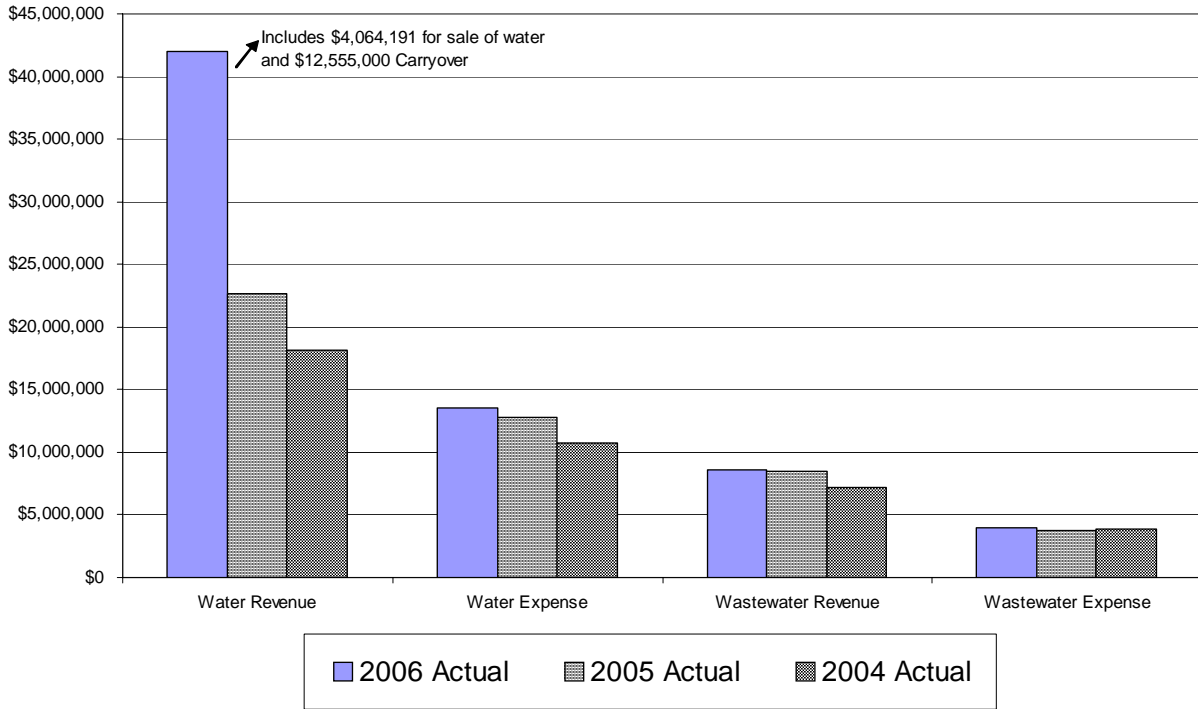


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

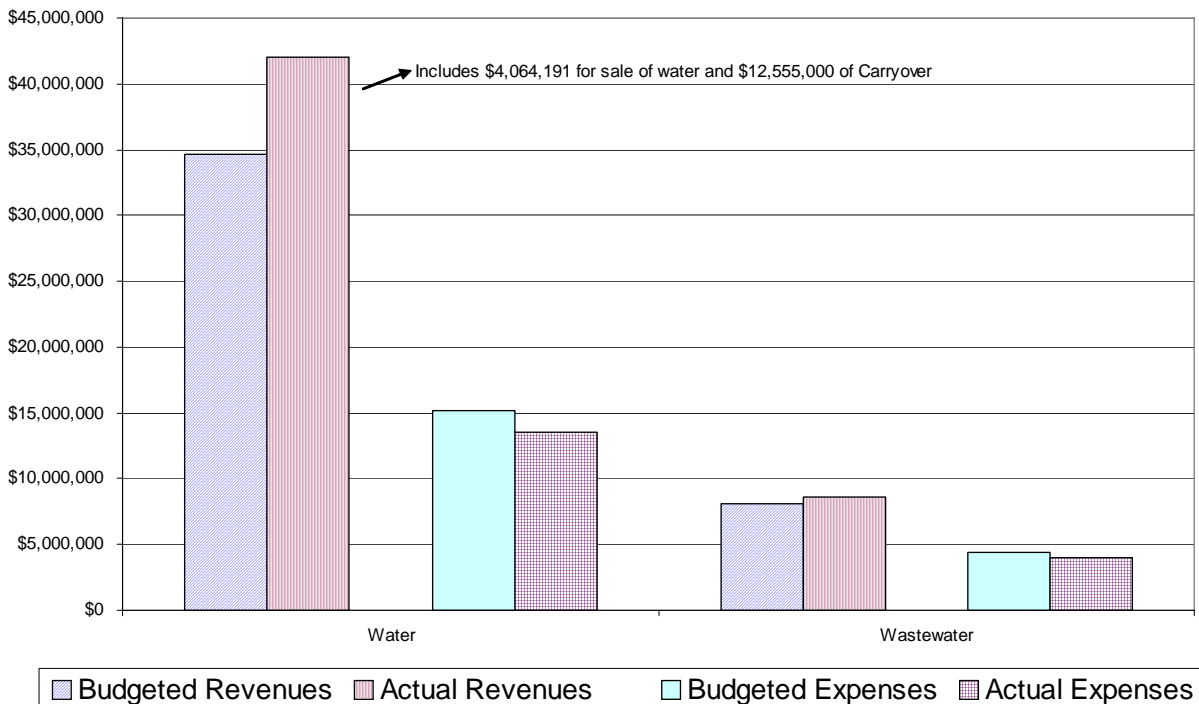
This fund reflects the operating results of the City's water, wastewater and storm water systems. It is important to note that net operating revenues are used to fund capital projects.

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

**Water and Wastewater Funds
Revenue and Operating Expenses 2004-2006**

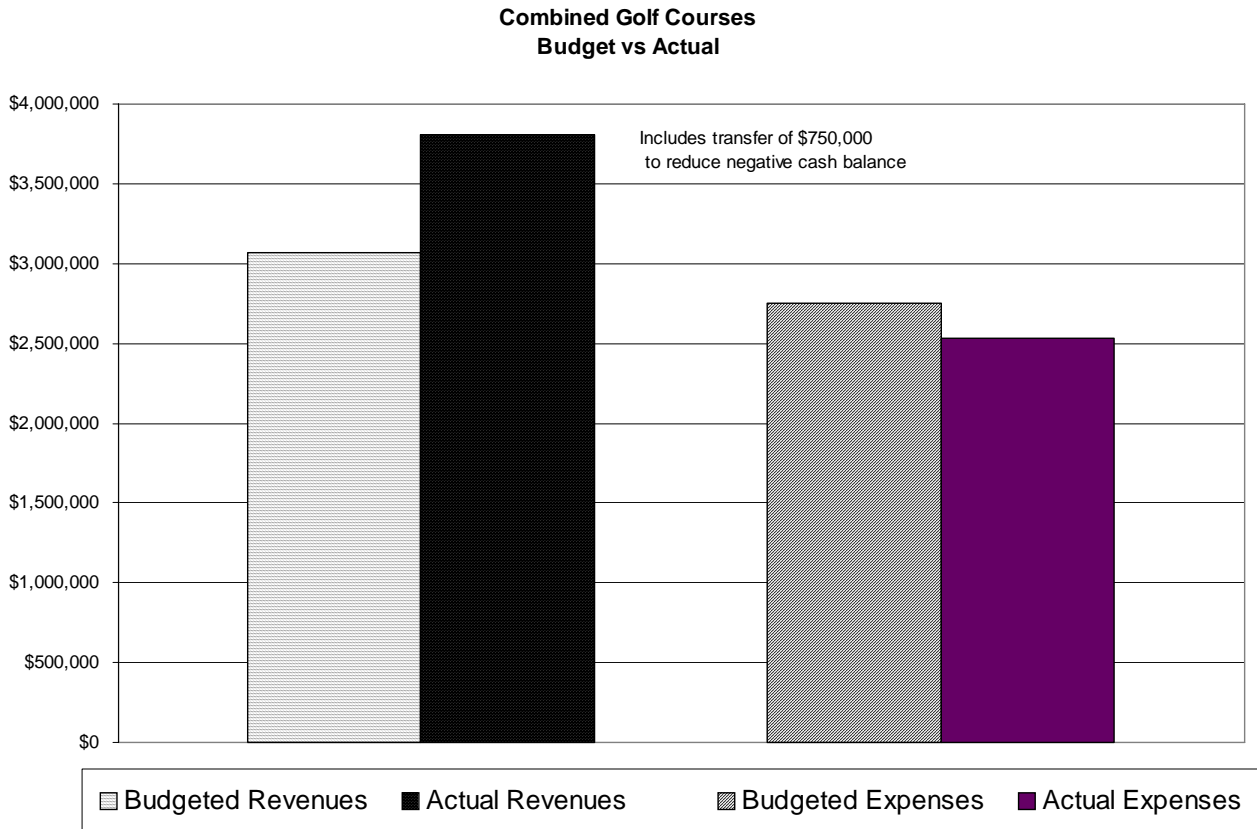


**Water and Wastewater Funds
Budget vs Actual**

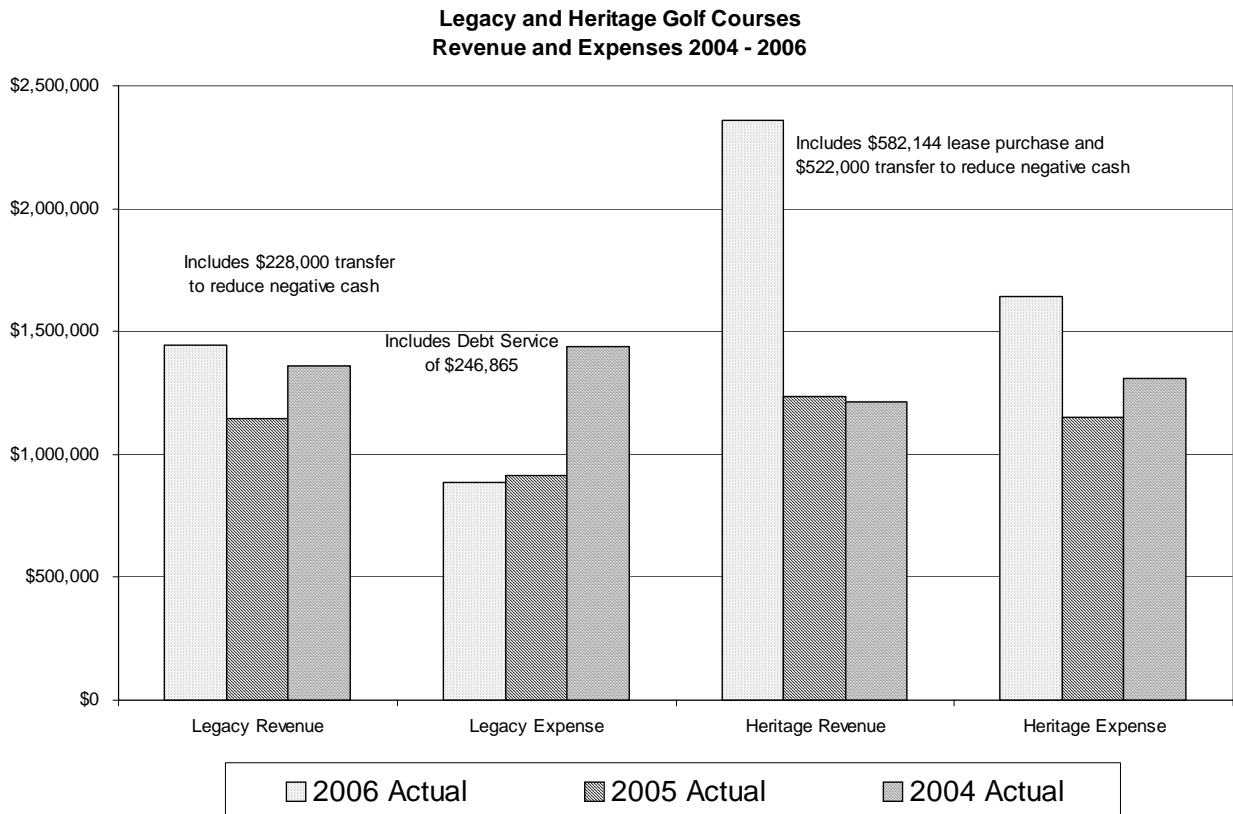


Golf Course Enterprise (Legacy and Heritage Golf Courses)

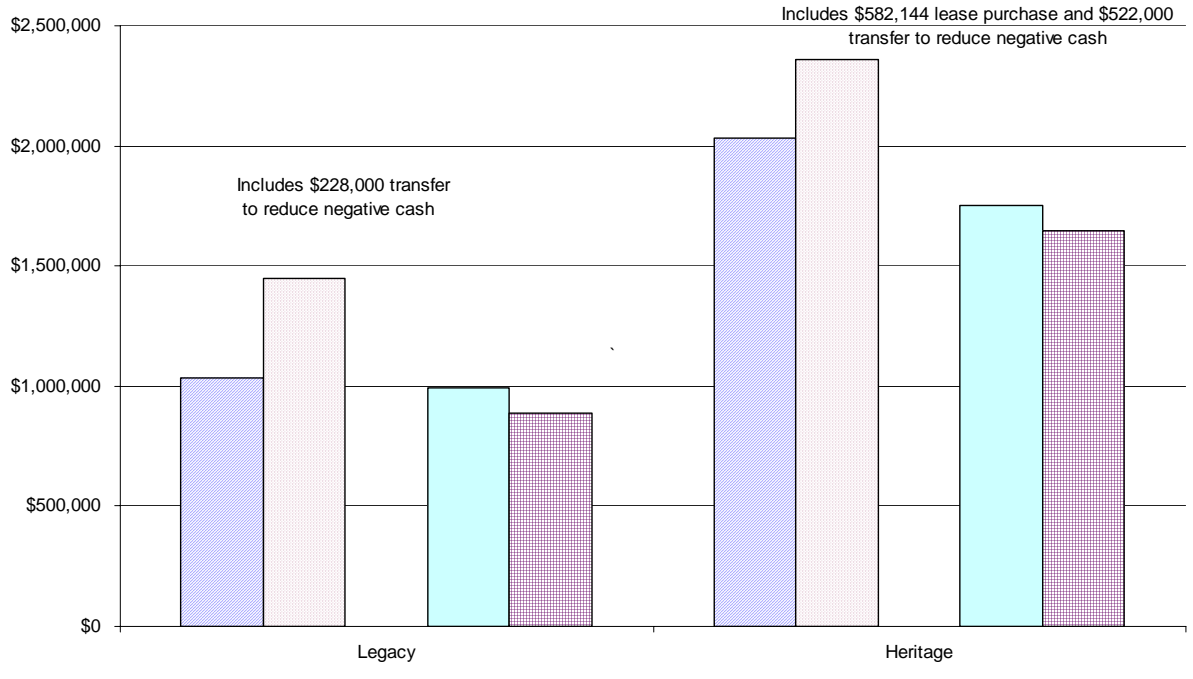
This enterprise reflects the operations of the City's two municipal golf courses.



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



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



Respectfully submitted,

J. Brent McFall
City Manager

Attachments
Statement
Tax Reports

**City of Westminster
Financial Report
For the Eight Months Ending August 31, 2006**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues and Carryover						
Taxes	4,873,125	4,608,299		4,509,494	(98,805)	97.9%
Licenses & Permits	1,838,000	1,279,340		1,584,483	305,143	123.9%
Intergovernmental Revenue	4,875,818	3,158,808		3,274,657	115,849	103.7%
Charges for Services						
Recreation Services	5,324,515	3,537,594		4,138,324	600,730	117.0%
Other Services	6,511,616	3,902,096		4,450,338	548,242	114.0%
Fines	2,050,000	1,355,050		1,752,523	397,473	129.3%
Interest Income	308,163	205,442		336,995	131,553	164.0%
Misc	367,508	245,005		358,147	113,142	146.2%
Leases	1,175,000	587,500		587,500	-	100.0%
Refunds	(70,000)	(46,667)		-	46,667	N/A
Interfund Transfers	58,224,502	38,816,335		38,816,335	-	100.0%
Sub-total Revenues	<u>85,478,247</u>	<u>57,648,802</u>		<u>59,808,796</u>	<u>2,159,994</u>	<u>103.7%</u>
Carryover	7,439,910	7,439,910		7,439,910	-	100.0%
Revenues and Carryover	<u>92,918,157</u>	<u>65,088,712</u>		<u>67,248,706</u>	<u>2,159,994</u>	<u>103.3%</u>
Expenditures						
City Council	205,023	144,404		114,595	(29,809)	79.4%
City Attorney's Office	913,667	595,760		571,331	(24,429)	95.9%
City Manager's Office	1,110,469	719,847		633,453	(86,394)	88.0%
Central Charges	29,013,236	20,136,826		19,108,905	(1,027,921)	94.9%
General Services	4,974,076	3,248,472		2,886,361	(362,111)	88.9%
Finance	1,721,619	1,125,696		1,027,974	(97,722)	91.3%
Police	19,361,277	12,622,347		12,135,567	(486,780)	96.1%
Fire Emergency Services	10,151,947	6,590,055		6,325,210	(264,845)	96.0%
Community Development	4,653,528	3,020,835		2,906,082	(114,753)	96.2%
Public Works & Utilities	7,400,025	4,760,472		4,188,755	(571,717)	88.0%
Parks, Recreation & Libraries	13,413,290	8,797,182		8,757,997	(39,185)	99.6%
Total Expenditures	<u>92,918,157</u>	<u>61,761,896</u>		<u>58,656,230</u>	<u>(3,105,666)</u>	<u>95.0%</u>
Revenues and Carryover						
Over(Under) Expenditures	<u>-</u>	<u>3,326,816</u>		<u>8,592,476</u>	<u>5,265,660</u>	

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CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC) MONTH OF AUGUST 2006

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/---- %Change ----/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	370,717	10,498	381,215	256,358	10,063	266,420	45	4	43
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	296,114	13,882	309,996	344,251	2,564	346,815	-14	441	-11
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	216,043	12,704	228,747	217,343	315	217,658	-1	3931	5
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	207,840	746	208,586	209,399	13,851	223,250	-1	-95	-7
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	193,837	666	194,503	187,505	1,108	188,614	3	-40	3
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	134,320	43,355	177,674	134,018	24,786	158,805	0	75	12
SHERIDAN CROSSING SE CORNER 120TH & SHER ALBERTSONS	164,649	1,042	165,691	160,766	1,316	162,081	2	-21	2
SHOPS AT WALNUT CREEK 104TH & REED TARGET	140,888	11,801	152,689	102,017	666	102,684	38	1671	49
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	91,081	903	91,985	98,512	1,987	100,499	-8	-55	-8
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	89,940	313	90,253	84,430	41	84,471	7	672	7
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	58,772	1,036	59,807	52,521	316	52,837	12	228	13
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	56,900	130	57,031	73,610	92	73,702	-23	41	-23
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	56,392	528	56,920	51,570	315	51,885	9	68	10
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	56,832	79	56,912	56,788	122	56,910	0	-35	0
WILLOW RUN 128TH & ZUNI	55,047	6	55,053	55,407	339	55,746	-1	-98	-1

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)
MONTH OF AUGUST 2006

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
SAFEWAY NORTHVIEW S SIDE 92ND YATES-SHER ALBERTSONS	51,927	588	52,515	51,487	453	51,940	1	30	1
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	42,145	401	42,546	42,274	162	42,435	0	148	0
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	10,246	24,362	34,609	9,892	22,421	32,313	4	9	7
FEDERAL STRIP W SIDE FEDERAL 68TH-72ND BOVAS	34,136	12	34,147	24,814	19	24,833	38	-39	38
MISSION COMMONS W SIDE WADSWORTH 88-90TH BIG 5 SPORTS	33,714	237	33,951	33,229	6	33,235	1	4065	2
HIDDEN LAKE NE CORNER 72 & SHERIDAN ALBERTSONS	33,177	301	33,477	35,821	359	36,180	-7	-16	-7
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	32,947	118	33,065	44,183	8,109	52,292	-25	-99	-37
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	30,220	520	30,740	25,587	332	25,919	18	57	19
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	26,728	666	27,394	23,852	9,485	33,337	12	-93	-18
WESTMINSTER SQUARE NW CORNER 74TH & FED ARC THRIFT STORE	25,649	156	25,806	25,471	326	25,797	1	-52	0
	2,510,261	125,048	2,635,309	2,401,102	99,554	2,500,657	5	26	5

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CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC) MONTH OF AUGUST 2006

Center Location Major Tenant	/----- YTD 2006 -----/			/----- YTD 2005 -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	3,243,100	36,090	3,279,190	3,501,088	28,103	3,529,191	-7	28	-7
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	3,207,409	29,849	3,237,258	2,578,571	44,839	2,623,410	24	-33	23
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,854,740	4,133	1,858,873	1,759,193	2,939	1,762,132	5	41	5
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	1,837,446	17,052	1,854,499	1,866,786	8,930	1,875,716	-2	91	-1
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,563,917	16,150	1,580,066	1,589,647	26,547	1,616,194	-2	-39	-2
SHERIDAN CROSSING SE CORNER 120TH & SHER ALBERTSONS	1,380,447	11,231	1,391,678	1,334,166	23,036	1,357,202	3	-51	3
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,090,014	28,274	1,118,288	800,955	19,999	820,954	36	41	36
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,077,591	154,638	1,232,229	1,001,218	216,998	1,218,216	8	-29	1
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	826,183	9,745	835,928	790,875	41,647	832,522	4	-77	0
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	756,992	2,766	759,758	768,060	6,238	774,297	-1	-56	-2
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	568,355	3,068	571,422	637,736	4,908	642,644	-11	-38	-11
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	486,166	2,885	489,051	513,759	5,609	519,368	-5	-49	-6
WILLOW RUN 128TH & ZUNI SAFEWAY	445,387	1,848	447,234	448,056	11,285	459,342	-1	-84	-3
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	433,181	1,284	434,465	462,198	1,784	463,982	-6	-28	-6
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	400,485	5,341	405,826	421,622	6,617	428,239	-5	-19	-5

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)
MONTH OF AUGUST 2006

Center Location Major Tenant	YTD 2006			YTD 2005			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
SAFEWAY VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTS	344,693	8,980	353,673	339,259	3,101	342,361	2	190	3
NORTHVIEW S SIDE 92ND YATES-SHER ALBERTSONS	335,324	4,505	339,829	363,937	4,602	368,539	-8	-2	-8
MISSION COMMONS W SIDE WADSWORTH 88-90TH BIG 5 SPORTS	274,209	1,609	275,818	445,794	5,640	451,434	-38	-71	-39
HIDDEN LAKE NE CORNER 72 & SHERIDAN ALBERTSONS	242,920	3,338	246,258	274,337	3,057	277,394	-11	9	-11
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	233,492	5,625	239,117	214,035	13,199	227,234	9	-57	5
WESTMINSTER SQUARE NW CORNER 74TH & FED ARC THRIFT STORE	211,972	4,420	216,391	196,552	7,487	204,039	8	-41	6
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	199,368	5,515	204,882	205,063	11,261	216,323	-3	-51	-5
FEDERAL STRIP W SIDE FEDERAL 68TH-72ND BOVAS	193,169	6,671	199,841	148,167	249	148,416	30	2583	35
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	185,363	1,707	187,070	266,064	2,491	268,555	-30	-31	-30
SUMMIT SQUARE NE CORNER 84TH & FED SAFEWAY	163,972	1,163	165,135	174,905	1,139	176,044	-6	2	-6
	21,555,893	367,885	21,923,779	21,102,043	501,705	21,603,748	2	-27	1



Agenda Item 8 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Countryside Outdoor Pool/Park Irrigation Renovation

Prepared By: Becky Eades, Landscape Architect II

Recommended City Council Action

Authorize the City Manager to sign a contract with T2 Construction, Inc., in the amount of \$185,958 for construction work at the Countryside Outdoor Pool/Park, and authorize a construction contingency in the amount of \$18,600 for a total budget of \$204,558.

Summary Statement

- The Countryside Outdoor Pool/Park irrigation renovation project consists primarily of the complete replacement of the irrigation system, with very minor concrete sidewalk repairs.
- Bids were solicited from four reputable construction companies, with T2 Construction, Inc., submitting the lowest bid.
- T2 Construction, Inc. has successfully completed construction projects for the City in past, most recently the renovation of Carroll Butts Park.

Expenditure Required: \$204,558

Source of Funds: General Capital Improvement Fund - Park Renovation Project

Policy Issue

Should the City continue using resources to renovate existing parks?

Alternative

City Council could choose to not authorize the construction contract for the Countryside Outdoor Pool/Park. Staff does not recommend this as the existing irrigation system in the park is over 20 years old and is no longer maintainable.

Background Information

Countryside Outdoor Pool/Park is an approximately 9.8-acre park located at 10470 Oak Street. The site is home to the old Countryside Recreation Center, which is only open to the public as locker room facilities for the outdoor pool and for meetings and classes. The site also has a playground, basketball court, sand volleyball court, and four tennis courts. This renovation project consists of replacing the existing antiquated irrigation system with a system that will be connected to the City's centralized irrigation control system and replacing small sections of damaged concrete walks. Construction is anticipated to take approximately 90 days to complete, weather permitting.

A bid package was sent out to four construction companies on August 9, 2006, and bids were received on September 12, 2006, as follows:

Goodland Construction	no bid
Richdell Construction, Inc.	no bid
Arrow J Landscape, Inc.	\$214,104
T-2 Construction, Inc.	\$185,958

The low bid, received from T2 Construction, Inc., is a good bid meeting the City's specifications.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

Countryside Pool and Park
Irrigation System Renovation





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Water Quality Model for the Standley Lake Watershed

Prepared By: Mary Fabisiak, Water Quality Administrator

Recommended City Council Action

Based on the report and recommendation of the City Manager, City Council finds the public interest will best be served by authorizing the City Manager to execute a sole source professional services agreement in substantially the same form as attached hereto with Hydrosphere, Inc. for the work in preparing a Water Quality Model for Standley Lake Watershed for a cost not to exceed \$100,000, with \$67,000 being Westminister's share of the total cost.

Summary Statement

- The protection of the water quality in Standley Lake is essential to providing high quality drinking water.
- To better understand the factors that affect water quality in Standley Lake, it is important to recognize the relative contributions of nutrients and other pollutants from the watershed.
- The Watershed Analysis Risk Management Framework (WARMF) is a computer model that will aid the City of Westminister in making scientifically based recommendations for the protection of water quality in Standley Lake.
- The Standley Lake Cities are considering presenting information to the Water Quality Control Commission in 2007 concerning a numeric nutrient standard on Standley Lake for the protection of water quality.
- A nutrient standard would help protect the long term quality of water in Standley Lake.
- Hydrosphere, Inc. has thorough knowledge of the City's water supply system having developed the Standley Lake Eutrophication Model that is used by Staff to understand the lake dynamics.
- The costs for this contract will be shared among Thornton, Northglenn and Westminister.
- Westminister's portion of this cost will be \$67,000. Westminister's obligation is \$45,000 under the Standley Lake Water Quality IGA with Northglenn and Thornton and the remaining \$22,000 satisfies Westminister's annual obligation for water quality monitoring under the Standley Lake Recreation IGA for 2006 and 2007.
- The Standley Lake Cities' Staff has negotiated with Hydrosphere, Inc. for a price and scope of work that will produce a dynamic watershed model.
- Staff believes this cost is reasonable for the level of effort required to complete the model. Segments of data from the previous model will be used in conjunction with new and updated information to develop the WARMF.

Expenditure Required: Not to exceed \$67,000

Source of Funds: Utility Fund - Water Resources and Treatment Operating Budget

Policy Issue

Should the City award this sole source negotiated contract to Hydrosphere, Inc. to provide the described watershed model (WARMF) consulting service?

Alternatives

As an alternative to awarding the contract to Hydrosphere, Inc., the City could choose to solicit proposals from several engineering firms. However, if another firm was chosen they would not be as familiar with the current watershed data and lake model, and it could take considerably more time and expense for the other firm to become knowledgeable about Westminster's water supply, in order to provide the needed service. This alternative is not recommended.

A second alternative would be to delay or not perform the WARMF. This alternative is also not recommended as delaying or not performing the WARMF would significantly restrict the City's water supply protection efforts.

Background Information

A Clear Creek/Standley Lake Watershed Management Study (WMM) was originally conducted by Camp Dresser and McKee, Inc. in 1994. Several updates have been conducted since that time. The original model and subsequent updates were used by Water Quality Staff to predict nutrient loadings to Standley Lake from upstream land use changes and pollution sources such as wastewater treatment plants.

The original watershed model is limited in the ability to link with the Standley Lake Eutrophication Model. The Lake Model assesses the impact of nutrients and organic carbon on Standley Lake. The watershed model is used to predict inputs to the lake, and to identify the most relevant sources of nutrient loading in the watershed. The lake model tells us how the lake responds to those pollution inputs. This information is needed to give the Standley Lake Cities and Upper Clear Creek Cities a better perspective on the relative impacts of various activities on Standley Lake water quality and to help in decision making on the most beneficial and cost effective watershed management activities. The new WARMF model will incorporate relevant updated information from the old model. The WARMF model will aid in the consideration for a numeric nutrient standard to protect the water quality in Standley Lake.

Hydrosphere, Inc. has produced and updated the Standley Lake hydrologic model. This model has been used by Water Quality Staff to predict outcomes of various scenarios. A recent use of the model helped determine the effect of relocating the outlet structures as part of the Standley Lake Renovation. Linking the lake model with the watershed model will greatly increase Staff's ability to anticipate consequences of specific actions in the upper basin to water quality in Standley Lake.

Based on all the factors detailed in this memorandum, Staff believes it is in the best interest of the City to negotiate a scope of work and cost proposal with Hydrosphere, Inc. for the implementation of the Watershed Analysis Risk Management Framework to the Upper Clear Creek and Standley Lake Watershed.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE CITY OF WESTMINSTER FOR DEVELOPMENT AND USE OF THE WATERSHED
ANALYSIS RISK MANAGEMENT FRAMEWORK MODEL FOR THE STANDLEY LAKE
WATERSHED

THIS AGREEMENT, made and entered into this ___ day of _____, 2006, between the **CITY OF WESTMINSTER**, hereinafter called the "City," and **HYDROSPHERE, INC.**, hereinafter called the "Consultant", is as follows:

WHEREAS, the City wishes to perform water quality modeling for the Clear Creek and Standley Lake watersheds; and

WHEREAS, the City desires to engage the Consultant to render the professional consulting services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The Project consists of development and use of the Watershed Analysis Risk Management Framework model to simulate hydrology and water quality processes in the Clear Creek Watershed as it affects Standley Lake.

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to provide the professional and technical Services as described in Appendix A, attached hereto and incorporated herein by this reference.

The Consultant further agrees to provide the following deliverables: 3 complete copies of the report and model.

III. ADDITIONAL SERVICES

When authorized by the City, the Consultant agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual agreement as to additional compensation for additional services.

IV. CONSULTANT'S FEE

The compensation for the Services shall be at the Consultant's standard billing rates, as contained in Appendix B, attached hereto and incorporated herein by this reference, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed One Hundred Thousand and no/100 Dollars (\$100,000). Payment shall be subject to annual appropriations by the City. The Consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

The City of Westminster will invoice the City of Northglenn, and the City of Thornton for reimbursement under the Water Quality Cost Sharing Intergovernmental Agreement.

V. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. In any event, the Services shall be completed within sixteen months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

VI. TERMINATION

This Agreement shall terminate at such time as the work in Section 2 is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

VII. INSURANCE

During the course of the Services, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, Professional Liability Insurance in the minimum amount of \$500,000, but in any event sufficient to cover Consultant's liability under paragraph X.D.1. below, Automobile Liability of \$500,000 per person/\$1,000,000 per occurrence, and Commercial General Liability of \$500,000 per person/\$1,000,000 per occurrence. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the

places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of drawings and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2.

In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

In the event it becomes necessary for the City to bring an action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Consultant shall pay the City its reasonable attorney fees as determined by the Court.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Services.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the Owner's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

J. Subcontracting. Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, ATTENTION: MARY FABISIAK.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

HYDROSPHERE, INC.

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

ATTEST:

Title: _____

City Clerk

APPROVED AS TO LEGAL FORM

By: _____

City Attorney

Attachment A
MEMORANDUM

TO: Mary Fabisiak, City of Westminster
FROM: Jean Marie Boyer, Hydrosphere, Inc.
SUBJECT: Proposed Approach for Modeling the Standley Lake Watershed
DATE: August 23, 2006

Thank you for sending me the documentation for the last Watershed Management Model update. We now have a better idea of the types of data available for this effort. The proposal described below is based on our current level of understanding. This may evolve as we have more discussions with the Cities.

MODEL REQUIREMENTS

As we discussed earlier, we think it is important for me and the Standley Lake Cities to be clear on the expectations for the watershed model. Based on our discussions and my understanding of the City's goals, we have developed an *initial* list of "model requirements".

The Standley Lake Cities want a model of the Standley Lake Watershed that will:

1. Realistically simulate flow and nutrient concentrations entering the lake and at various points in the watershed;
2. Identify loadings by source (point and non-point);
3. Identify what factors in the watershed make the largest impacts to nutrient loading and provide insights on watershed dynamics;
4. Identify the factors that the model is sensitive to;
5. Be useful in identifying how the Upper Basin Cities should focus their efforts with respect to watershed management;
6. Simulate water quality sufficiently such that its output can serve as input to the Standley Lake Reservoir Water-Quality Model.
7. Have the ability to simulate the impacts of Best Management Practices that may be or could be implemented in the future;
8. Be defensible to outside reviewers and be based on assumptions that can be easily justified;
9. Be well documented; and
10. Be a useful tool into the future.

IMPORTANT CHARACTERISTICS OF THE WATERSHED

Based on our current understanding of the watershed, the Standley Lake Watershed has the following important characteristics:

1. It contains several WWTP's.
2. It is large -- it has a drainage area of over 400 square miles.
3. It has a wide variety of land use types -- several types of 'developed' land use (e.g., residential at various densities, commercial, mining, agriculture, and an interstate highway) and numerous types of natural land use (e.g., tundra, forest, and rangeland).
4. It experiences very large variations in flow and concentrations both seasonally and between years.

AVAILABLE DATA

Based on the CDM document and our knowledge of the basin, it appears that the following data are readily available to help characterize the watershed.

1. Land use coverages -- for entire watershed in GIS format
2. Precipitation records
3. Event-Mean Concentration Data
4. Recent flow data at five USGS gages in the Clear Creek Watershed
5. Recent flow data for the inflowing tributaries into Standley Lake
6. Water-quality data throughout the watershed (from the Standley Lake Cities)
7. NPDES permits and DMR's for WWTPs in the basin

We are assuming that other meteorological data, soil data, and land cover data are also available. Note that some of the data described in the CDM document is not documented in the report since it was the same as the 1994 model. Therefore, the documentation for the 1994 model would be useful.

Watershed Modeling Approaches

There are three general approaches to watershed modeling -- 1) export coefficient models, 2) loading function models, and 3) physically-based models. The export coefficient approach is the simplest method, using literature values for the amount of phosphorus or nitrogen exported from the watershed for a specific land use (lb/acre/yr) and the area of that particular land use. Loading function models are an intermediate level analysis which consider user-defined concentrations and computes flow and sediment delivery, typically based on curve numbers and the Universal Soil Loss Equation (USLE). They can be used on an annual or seasonal basis. Note that the CDM Watershed Management Model uses a loading function approach (although it computes runoff differently and does not consider sediment delivery).

Physically-based models are based on the physical processes which occur in a watershed. They are dynamic (i.e. vary with time over the period of simulation) and are the most complicated of the three approaches. Physically-based models address each process, thus they can be made more sensitive to land use activities and management changes. They can also capture both year-to-year variations and intra-annual variations.

Current Recommendations for the Standley Lake Cities

The choice of an approach to watershed modeling depends on a number of factors, including the objectives of building a model and available data. Given the model requirements listed above and the types of data available, we recommend the physically-based approach. This type of model, although more complex and data intensive, will provide more utility to the Standley Lake Cities for watershed planning.

Once a general approach is selected, a specific model needs to be chosen. Several factors, including model credibility, usability, and how well the model algorithms characterize specific aspects of the particular watershed, need to be considered. A model for the Clear Creek basin needs to be able to handle a wide variety of land uses and natural land use types as described earlier.

EPA's HSPF (Hydrologic Simulation Program - Fortran) model is the most used physically-based lumped-parameter model and is able to characterize a wide variety of land use conditions. It also handles snowmelt well although it doesn't handle groundwater very well. It can also be setup as simple or complex, depending on the watershed, model requirements, and data availability. This model would be a very good candidate for the Standley Lake Watershed.

Another model, named WARMF (Watershed Analysis Risk Management Framework) has recently come into the public domain. It is a distributed-parameter model and captures more kinetic processes than HSPF. In addition, it simulates groundwater interactions better than HSPF. (Note that I don't believe that groundwater interactions would be a significant consideration for the Clear Creek basin but this needs to be checked.) WARMF also has a more sophisticated interface. Hydrosphere is sending one of our modelers to the first WARMF training class at the end of this month so we can better understand its

strengths and weaknesses. We will be able to better evaluate its usefulness for the Clear Creek basin after this training.

There are other models available but most are geared specifically more toward urban or agricultural watersheds. The Standley Lake basin requires a model which can be used on a wide variety of land uses. The overall approach we suggest for the Cities is outlined below.

1. Obtain data from the Cities (including data used by CDM) and from other sources.
2. Assess (“Grok”) the watershed
 - a. Review quantity and spatial distribution of various land uses
 - b. Review observed flows and loadings throughout the watershed over time and space.
 - c. Review information on point sources
 - d. Look at precipitation patterns
 - e. Identify current BMPs
 - f. Compare observations with results for export coefficient analysis
3. Meet with the Cities to discuss findings, make final model recommendation, and select the model
4. Delineate the sub-watersheds
5. Process input data and select model parameters
 - a. Discuss sources of data, data gaps, and recommendations for filling in holes with the Cities
 - b. Incorporate feedback
6. Setup and run the model (Model Shakedown)
7. Calibrate and Test the Model
 - a. Flow
 - i. Calibrate model to best match observations at applicable stations
 - ii. Check water balance (general assessment of precipitation, evaporation, infiltration, runoff, etc.) Is it reasonable?
 - iii. Show results graphically
 - b. Sediment
 - i. Calibrate model to best match observations at applicable stations
 - ii. Review sources of sediment compared to land uses and precipitation events. Are the results reasonable?
 - iii. Show results graphically
 - c. Nutrients and other parameters (if applicable)
 - i. Calibrate model to best match observations at applicable stations
 - ii. Review sources of sediment compared to land uses and precipitation events. Are the results reasonable?
 - iii. Show results graphically

8. Review results with the Cities. Incorporate comments.
9. Run sensitivity analysis
10. Document the effort
11. Meet with the Cities for a Final Project Review Meeting.
12. Project deliverables: Three complete copies (hard copy and/or electronic) of the Watershed Analysis Risk Management Framework (WARMF) model incorporating all relevant data as described above.

Schedule and Budget

This effort should take about one year or less (after the data are obtained) with an estimated cost not to exceed \$100,000. The first six tasks will be completed in 2006, with the cost not to exceed \$50,000. The work will be completed by December 2007.

Please let me know if you have questions or comments.

Attachment B



HYDROSPHERE

Resource Consultants

2006 Billing Rates
Effective February 1, 2006

Title	Rate
Principal Engineer	\$160
Senior Engineering Manager	\$138
Senior Project Manager	\$130
Engineering Manager	\$127
Senior Project Engineer	\$108
Project Manager	\$100
Project Engineer	\$95
Staff Engineer II	\$89
Staff Engineer I	\$84
Engineering Tech IV	\$89
Software Engineer	\$84
Hydrogeologist	\$83
Hydrologist II	\$70
Hydrologist I	\$64
Engineering Tech II	\$59
Engineering Tech I	\$55
Financial Analyst	\$100
Clerical	\$50

Surcharges may apply for deposition and testimony.

Expenses incurred will be charged at cost unless otherwise specified below:

Mileage	prevailing IRS rate
Photocopying, Hydrosphere	\$0.08/page
Photocopying, outside	At Cost
Long-Distance Telephone	At Cost
Project Materials	At Cost
Travel Expenses	At Cost
Other Expenses	At Cost
Computers, Hydrosphere	No Charge
Computers, outside	At Cost

Policy Analysis • Engineering • Environmental Assessment • Informational Systems

1002 Walnut, Suite 200 • Boulder, Colorado 80302 U.S.A. • (303) 443-7839 • Fax (303) 442-0616
P.O. Box 445 • Socorro, New Mexico 87801 U.S.A. • (505) 835-2556 • TeleFax (505) 835-2609



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: 2006 Wastewater Collection System Large Diameter Pipe Inspection Project

Prepared By: Richard A. Clark, P.E., Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with R&R Enterprises to complete the television inspection of 138,156 feet of large diameter sanitary sewer main; authorize the contract in the amount of \$242,056 and a 10% contingency budget of \$24,205 for a total project budget of \$266,261.

Summary Statement

- The project consists of closed circuit video inspection of the entire sanitary sewer interceptor system, (sewer main ranges in size from 18 to 54 inches in diameter) which totals 138,156 feet of sanitary sewer main. Regular reporting of the results of the inspection activities will be provided to the City for further action as needed.
- Formal bids were issued and a bid opening took place on August 31, 2006. Four contractors bid on this project. The lowest responsible bid was submitted by R&R Enterprises, which has performed work for the City in the past.
- \$649,750 is budgeted in the Utility Fund – Capital Improvement Projects accounts, for this TV inspection work, as well as possible follow-up sewer line cleaning or restoration work that may be identified in the TV inspections.

Expenditure Required: \$266,261

Source of Funds: Utility Fund – Wastewater Collection System Inspection Capital Improvement Project

Policy Issue

Should the City spend Utility Fund - Capital Improvement Project funds to enter into a contract with R&R Enterprises to provide closed circuit video inspection of large diameter sanitary sewer lines throughout the City?

Alternatives

An alternative would be to delay this project to a future date and react to potential emergency situations that may surface from the large diameter sanitary sewer lines surcharging due to blockages in the line.

A second alternative would include dividing this project into two separate programs and complete the inspection of half of the pipe footage in one drainage area (basin) this year, and plan to have the inspection of the pipe in the other basin completed in 2007.

These alternatives are not recommended. The City requires accurate inspection and condition assessments of these sewers in order to accurately project the maintenance and capital requirements to maintain the sanitary sewer collection system.

Background Information

Large diameter sanitary sewer lines throughout the City intercept and collect the sewage flows from all the smaller sewer mains and bring those flows into either the Big Dry Creek Wastewater Treatment Facility or to the City's connection to the METRO system. These large diameter sanitary sewer lines are termed "interceptor sewers" in the industry. These interceptor sewer lines range in size from 18 to 54 inches and are not included in the annual sanitary sewer line maintenance program completed by the Utilities Division each year. The annual sewer line inspections and cleaning of the lines in that program are focused on sewer lines 6 to 15 inches in diameter. 18 inch sewers will be added to the annual City program beginning in 2007.

For the most part, the interceptor sewers are thought to be more "self-cleaning" than smaller diameter sewer lines, in that they carry greater flows through them and have a continuous large volume of flow that would prevent most blockages from occurring. However, there are times when these interceptor sewers can become blocked and surcharge due to large debris in the line, or a build up of smaller debris blocking the flow. Also, heavy storm events can result in water infiltrating the lines and result in higher than normal flows being carried in the pipes.

Some of these interceptor sewers have never been completely inspected (including a check of pipe condition). The objective of the project is to identify possible problems and provide a base of information on all large sanitary sewer line conditions throughout the City. Maintenance and repair planning can then be determined and acted upon based on this information. Future schedules for cleaning and inspection of these sewers will be determined once this initial inspection has been completed. Some additional cleaning and repair projects are expected to be generated by these inspections.

The 2006 Wastewater Collection System Large Diameter Pipe Inspection Project was advertised and bids were accepted until August 31, 2006. Four bids were submitted for this project with R&R Enterprises being the lowest responsible bid. One of the four bids received was disqualified due to no bid security being submitted as required. The City has utilized the services of R&R Enterprises in the past and has been satisfied with the quality of their work. The results of the qualified submitted bids are as follows:

R&R Enterprises	\$242,056
Ace Pipe Cleaning	\$342,430
Wildcat Civil Services	\$697,356

The contractor will commence work on this project in mid-October and complete the project by April 30, 2007.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Raw Water Capital Improvement Projects Transfer of Funds

Prepared By: Dawn Ortega, Water Resources Technician
Dan Strietelmeier, Water Resources Engineering Coordinator

Recommended City Council Action

Authorize the creation of the Croke Canal Clear Creek Headworks Improvements project account and approve the transfer of \$155,000 from the Water Capital Project Reserve account to fund the completion of this project; and authorize the creation of the Van Bibber Creek/Croke Canal Crossing Improvements project and approve the transfer of \$100,000 from the Water Capital Project Reserve account to fund the completion of this project.

Summary Statement

- The Croke Canal is owned by the Farmers Reservoir and Irrigation Company (FRICO) and delivers water from Clear Creek in Golden to Standley Lake for FRICO shareholders (including Northglenn, Thornton and Westminster). The Croke Canal water is a major component of Westminster's water supply.
- The Croke Canal is managed and operated by the Standley Lake Operating Committee (SLOC) comprised of representatives from the cities of Northglenn, Thornton and Westminster.
- The two projects, repairs to the stream separation structure at the Croke Canal/Van Bibber Creek crossing in Jefferson County, and improvements to the Croke Canal headworks at Clear Creek in Golden are part of a capital improvement program for the Croke Canal developed by FRICO and SLOC.
- The completed projects will protect the canal bank integrity, improve water quality, improve the hydraulic efficiency of the Canal and control future maintenance costs for the Canal.
- FRICO will perform the bidding and act as the contracting agency for the design and construction of these projects under the terms of the 1979 4-Way Agreement between FRICO and the SLOC Cities. The projects will be jointly managed by FRICO and SLOC, with SLOC providing the funding.
- The 4-Way Agreement provides for Croke Canal operation and maintenance costs to be funded by SLOC with the three SLOC cities sharing the costs equally. Northglenn and Thornton have previously committed to funding construction of the projects.
- FRICO will pay project costs and bill the SLOC cities. The funding transfer request will cover Westminster's one-third share of the total costs for the improvements.

Expenditure Required: \$255,000

Source of Funds: Utility Fund - Capital Project Reserve.

Policy Issue

Should City Council authorize the transfer of reserve funds to a capital account that will be used to make improvements at two locations on the Croke Canal?

Alternative

Council could choose not to approve the transfer of these funds and not participate in funding these Croke Canal improvements. This is not a recommended alternative because by choosing not to fund these maintenance projects the current safety and hydraulic efficiency issues will not be corrected. Thus, the safety of landowners below the Van Bibber is at risk in a large storm event and the maximum yield of water that could be diverted for FRICO shareholders will not be realized.

Background Information

The Croke Canal projects are part of SLOC and FRICO's most recent capital improvement program. In the recent past, the program included the completed projects of Standley Lake Dam Renovation, 52nd and Indiana Croke Canal box culvert improvements and, major cleaning and grubbing of the Croke Canal. These larger projects are not typically funded from the SLOC operating budget and are instead funded from SLOC city CIP accounts.

This year there is a need for two major projects to be completed as follows:

Project 1 - Van Bibber Creek/Croke Canal Crossing Improvements:

The Croke Canal crosses Van Bibber Creek in Jefferson County. The low flows in Van Bibber Creek are conveyed under the Canal via a corrugated metal pipe. The upstream portion of the pipe crossing structure has deteriorated to the point where low flows in Van Bibber Creek are now flowing into the Croke Canal. With the current configuration, a large storm event in the Van Bibber basin will flow into the Croke Canal, likely washing out the downstream canal bank and causing property damage to landowners below the canal. Temporary repairs to the sections of low flow pipe were needed in the summer of 2001 and again in the winter of 2004.

The design for long term repair calls for two 42-inch culverts to bypass the low flows in Van Bibber Creek. The upstream and downstream Croke Canal banks would be graded and armored so that the 100-year flow passes over a 250 foot wide section of Canal. This configuration would bypass the 2-year storm, protecting water quality, and protecting the canal in large storm events. Van Bibber flows are mostly from urban runoff and are not used as a water supply source due to water quality concerns.

FRICO's engineering consultant estimates the cost, including contingency, at \$298,000. Westminster's one-third share would be \$99,333. Minimal design is required for this project so construction could begin in October 2006.

Project 2 - Croke Canal Clear Creek Headworks Improvements:

Croke Canal headworks improvements are necessary to continue long term efficient water deliveries to Standley Lake and to provide a renovation of the deteriorating structure to ensure decreed flows can be diverted from Clear Creek. The improvements planned for the headworks at Clear Creek include installation of a new crest gate, a new sand-out gate, and adding telemetry for gate automation. The new crest gate will improve the hydraulic efficiency of the structure, which currently cannot divert decreed flows from the creek under certain conditions. A new sand-out gate will replace an inoperable gate and should greatly reduce the build-up of sediment in the canal, which necessitates annual cleaning of sections of the canal. This cleaning process is becoming more expensive and problematic as spoils from the cleaning must now be hauled away due to the canal bank (where spoils were historically placed) becoming too narrow and high. The headworks repair should help control annual Croke Canal operations and maintenance costs, which are SLOC's responsibility.

The engineer's cost estimate for the project, including contingency, is \$414,621, with Westminster's one-third share being \$138,207. Design is planned for early 2007 with construction occurring from August 2007 to October 2007.

The total estimated cost for Westminster's share of both projects is \$237,540 resulting in the \$255,000 funding request from the Capital Project Reserve, which includes contingency funds in the amount of \$17,460.

This project was previously funded in the raw water system maintenance capital improvement account, however, the project was closed in 2005 and money returned to the utility reserve until a more specific scope of work and schedule were developed by the SLOC. Now that the schedule and scope are better defined, Staff is bringing this back for funding.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Church Ditch Water Quality Project Intergovernmental Agreement and Amendments to the Church Ditch Water Authority Establishing Contract and Intergovernmental Agreement

Prepared By: Dan Strietelmeier, P.E., Water Resources Engineering Coordinator

Recommended City Council Action

1. Authorize the Mayor to sign an Intergovernmental Agreement (IGA) with the Cities of Arvada, Northglenn, Thornton and the Church Ditch Water Authority for construction and operation of the Church Ditch Water Quality Project.
2. Authorize the Mayor to sign the first amendment to the October 29, 2004 Intergovernmental Agreement between the Cities of Northglenn and Westminster for establishment of the Church Ditch Water Authority, which amendment allows for operation of the Church Ditch Water Quality Project stormwater facilities.
3. Authorize the Mayor to sign the first amendment to the Establishing Contract for the Church Ditch Water Authority allowing for operation of the Church Ditch Water Quality Project stormwater facilities.

Summary Statement

- Discussions among Arvada, Jefferson County, the Standley Lake Cities of Northglenn, Thornton, and Westminster, and the Church Ditch Water Authority (the "Authority") regarding a stormwater management plan for the area west of Standley Lake have been ongoing since the early 1990's.
- The City of Arvada has several developments planned for the approximately 4,400 acres that drain directly to Standley Lake.
- Development of the Standley Lake drainage basin could increase pollutant loads to Standley Lake, degrading the water quality of this essential drinking water source of over 220,000 residents in the Northwest Denver Metropolitan area.
- Staff from Arvada and the Standley Lake Cities have negotiated an agreement to mitigate the water quality impact from the proposed development through the construction of new structures in the Church Ditch that flows around the west side of Standley Lake between the lake and the proposed development.
- The agreement requires Arvada and its developers to fund certain facilities totaling approximately one million dollars, and to contribute up front capital costs for Church Ditch capacity improvements, plus seven percent of the Church Ditch Water Authority operation and maintenance annual expenses.
- The Standley Lake Cities, through the Authority, will construct certain facilities (totaling approximately \$900,000 in construction costs) using escrowed funds previously earmarked for Standley Lake water quality protection as part of the 1998 Standley Lake land purchase from Farmers Reservoir and Irrigation Company (FRICO).
- The City of Arvada's City Council approved the agreement on first reading on September 11, 2006; the other entities have scheduled Council approvals in October. It is anticipated that the facilities would be constructed during the winter of 2006-2007.
- The establishing contract and IGA between Westminster and Northglenn for the creation of the Church Ditch Water Authority approved by City Council on October 25, 2004, also need to be amended to allow the Authority to use the Church Ditch to accept and manage stormwater as part of its operations.

Expenditure Required: \$900,000

Source of Funds: FRICO Escrow Fund established from 1998 Standley Lake Land Sale

Policy Issue

Should Westminster and the other Standley Lake Cities (Northglenn, Thornton) take proactive measures to protect Standley Lake from adverse water quality impacts from development in the direct drainage basins west of Standley Lake and approve the proposed agreement and Authority documents?

Alternatives

The City could decide to not pursue this agreement and accept the stormwater from these new developments into Standley Lake. This alternative is not recommended as it is likely that the stormwater from this future development will have adverse water quality impacts on Standley Lake, including possible increased treatment costs and reduction of the water quality provided to Westminster water customers.

As a second alternative, the City could try to force Arvada and its developers to make unilateral water quality improvements through the enforcement of water quality laws and watershed protection ordinances. This alternative is not recommended as Staff has been able to avoid this conflict by negotiating a mutually beneficial agreement acceptable to the parties. This alternative would likely lead to expensive litigation with uncertain outcomes.

Background Information

As noted above, discussions and meetings among all the parties have been ongoing over a long period of time. The issues such as cost sharing, long term ditch maintenance, enforcement of Northglenn's Watershed Protection Ordinance, and liability were difficult to resolve. Staff provided City Council with an update of agreement negotiations at their April 6, 2006 Study Session. Arvada has now approved the agreement and Northglenn and Thornton have scheduled approvals for October.

The proposed Church Ditch project offers significant water quality benefits from both a pollutant loadings control standpoint and hazardous spill protection. Previous analysis has shown that this solution is superior to other alternatives such as accepting storm drainage and providing in-lake aeration and sedimentation ponds. The proposed solution is the most efficient, cost effective and certain solution for protecting Standley Lake water quality from Arvada developments. The direct drainage area west of Standley Lake that is developing is the last remaining undeveloped area where significant stormwater issues impacting Standley Lake had been unresolved. Stormwater from other developed areas in Arvada that drain to the canals feeding Standley Lake have been, for the most part, bypassed due to the diligence of the canal companies and the Standley Lake cities.

Arvada's construction of three stream separation facilities in the Church Ditch will allow conveyance of the stormwater around Standley Lake to the Dry Creek Valley Ditch. The Church Ditch and Dry Creek Valley Ditch users below Standley Lake use water in the Church Ditch for irrigation. As part of the Project, Arvada also agreed to require the developers to provide over-detention of stormwater in order that a two-year storm event in the drainage basin would be released at a lower rate that could be intercepted and safely carried in the Church Ditch. These "first flush" storms occur at such frequency that most of the pollutant loadings are carried in these events. Larger storm events will continue to flow over the Church Ditch and into Standley Lake. It is estimated that the cost to Arvada and developers to construct these detention related facilities will be approximately one million dollars.

In addition, Arvada has agreed to contribute seven percent of the Church Ditch Water Authority's operating budget annually for the additional operation and maintenance required for these new structures.

The project will include construction of a new Church Ditch delivery structure for Northglenn's, Thornton's, and Westminster's Church Ditch water. This structure will be located on the south side of Standley Lake, thereby avoiding the input of pollutants from the new developments that will occur downstream. The Church Ditch Water Authority will perform the bidding and manage construction of the new Church Ditch delivery structure on the south side of Standley Lake and a new Church Ditch control structure on the north side of Standley Lake. Construction of these facilities will be funded from the one million dollars (currently escrowed) for water quality protection that was set aside from FRICO's proceeds from the 1998 sale of Standley Lake land for recreational uses. The cost estimate for the delivery and control structures is \$900,000, and it is anticipated that there will not be any additional out-of-pocket costs to the Standley Lake cities. The FRICO proceeds will be used by the Authority to contract and manage construction per the terms of the agreement.

Finally, the City Council of Northglenn and Westminster are asked to modify the establishing contract documents for the Church Ditch Water Authority to allow for the discharge of stormwater into the ditch. Currently, stormwater flows under the ditch through culverts to Standley Lake. Upon completion of the new structures by Arvada and the developers, the culverts will be eliminated and this stormwater flow will be directed into Church Ditch. The Authority will continue to operate and maintain the Church Ditch, including the project section. The City of Westminster will continue as one-third member in the Authority, with Northglenn holding the remaining two-thirds membership.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

**AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF ARVADA,
AND THE CITIES OF NORTHGLENN, THORNTON AND WESTMINSTER (THE
“STANDLEY LAKE CITIES”) AND THE CHURCH DITCH WATER AUTHORITY
CONCERNING THE CHURCH DITCH WATER QUALITY PROJECT**

This Church Ditch Water Quality Project Intergovernmental Agreement (Agreement) is made this _____ day of _____, 2006 among the City of Arvada (Arvada), a municipal corporation, and the Cities of Northglenn (Northglenn), a municipal corporation, Thornton, a municipal corporation, and Westminster, a municipal corporation (the “Standley Lake Cities”), and the Church Ditch Water Authority (the “Authority”) a water authority and public corporation, (collectively, the Parties).

WITNESSETH

Whereas, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

Whereas the development of residential and commercial properties, together with related infrastructure constructed within the boundaries of Arvada will result in storm water flows originating from developed property in the Standley lake drainage basin; and

Whereas said future storm waters will flow into Standley Lake, (the Lake) which Lake serves as a reservoir and potable water source for the Cities of Westminster, Thornton and Northglenn (the Standley Lake Cities); and

Whereas the Standley Lake Cities have proposed using the Church Ditch as an interceptor canal for the purpose of diverting all or portions of the storm water flows around the Lake, which diversion assists with preserving the water quality in the Lake; and

Whereas the cost of constructing the necessary improvements to convert the Church Ditch into a storm water interceptor are estimated to be approximately \$2 million, and discussions between the City of Arvada (Arvada) and the Standley Lake Cities have determined a reasonable apportionment of costs to be allocated between the Standley Lake Cities and Arvada; and

Whereas, there will be both one-time start up and ongoing costs and liabilities associated with the Project.

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

- 1. Project Definition. Muller Engineering submitted a Draft Memorandum dated June 27, 2004 (the Muller Report) that provided a project description, general structure location, preliminary design specifications for each project component, and estimated construction cost. The project will consist of construction of the following structures (see attached map):**
 - A. Church Ditch Diversion into Standley Lake located on the south side of Standley Lake.
 - B. Last Chance/Twin Lakes Basin Overflow Structure.
 - C. Big Dry Creek Basin Overflow Structure.
 - D. Smart Drainage/Church Pond Overflow Structure.
 - E. Ditch Improvements to achieve 125 cubic feet per second capacity.
 - F. Church Ditch Diversion to Standley Lake Spillway Channel.

The structure location and functionality as described in the Muller Report shall be followed as closely as practicable. The project will include other commitments from the Parties, which are described below.

2. Design and Construction Cost Sharing.

2.1. Arvada will be responsible for design and construction costs for the structures listed under paragraphs 1.B., 1.C., and 1.D (the "Arvada Structures"). Arvada will also pay to the Church Ditch Authority \$45,000 for Arvada's share of the design and construction costs for structures listed under paragraph 1.E. Said payment shall occur within 30 days of the execution of this agreement by all parties.

2.2. The Standley Lake Cities will be responsible for the design and construction costs for the structures listed under paragraph 1.A, and 1.F. above (the "SLC Structures"). The funding source for the Standley Lake Cities will be a portion of the payment to Farmers Reservoir and Irrigation Company from Jefferson County per the terms of the May 27, 1998 Standley Lake land sale agreement.

The Standley Lake Cities shall solicit construction bids for the SLC Structures. In the event the construction bids received for the SLC Structures contain irregularities or materially exceed the funding amount available, the Standley Lake Cities shall meet to determine the appropriate course of action to take. The Standley Lake Cities shall act on the following courses of action within no more than 30 days after the opening of the bid:

- (1). Reduce the scope of the SLC Structures
- (2). Revise and re-bid the SLC Structures
- (3). Develop a workable phasing plan for the SLC Structures to meet budgetary constraints

Upon acceptance or modification of the bid on the basis of any of the above courses of action the Standley Lake Cities shall develop a Construction Contract and shall promptly submit such Construction Contract, including any subsequent reduction or revision to the Project scope, and any other agreements contemplated by this Agreement for approval as required by each Standley Lake City's policies.

In no event will a notice to proceed with the construction of the SLC Structures commence until all Standley Lake Cities have approved the Construction Contract and have adequate funds appropriated under their City policies to cover the costs associated with the SLC Structures.

2.3. If, for the purpose of funding capital improvements for the Church Ditch, the Authority seeks a general assessment applicable to all shareholders, then Arvada agrees not to oppose the process by which the Authority presents such proposed increase to any governing body that has, or that may have, authority to deny, amend, or modify such general assessment.

3. Project Management. The Standley Lake Cities will contract and manage construction of the SLC Structures, and Arvada will contract and manage construction of the Arvada Structures. The Church Ditch Authority will contract and manage construction of the ditch improvements. Management of the Standley Lake Cities' Project construction may be by committee, by an Owners Representative or by the Church Ditch Water Authority. Construction of the Arvada Structures will require approvals and license agreements from the Church Ditch Water Authority. The Authority will use best efforts to streamline the approval process and provide timely comments on design submittals.

4. Project Schedule. The Parties agree and acknowledge that time is of the essence and it is essential to each Party that all critical components of the Project be completed in a diligent and timely manner. The Standley Lake Cities will use best efforts to contract for final design and construction of the SLC Structures in 2006. The Standley Lake Cities shall have supplemental IGA's needed for design and construction contract approval in place allowing sufficient time to meet the deadlines listed above. Arvada will construct

the Project structure described in Paragraph 1.B. prior to issuance of any Certificate of Occupancy for any structure within the Last Chance or Twin Lakes drainage basins upstream of that Project structure; the Project structure described in paragraph 1.C. prior to issuance of any Certificate of Occupancy for any structure in the Big Dry Creek Basin upstream of that Project structure; and the Project structure described in Paragraph 1.D. prior to issuance of any Certificate of Occupancy in the Smart Ditch/Church Pond drainage basin upstream of that Project structure.

5. Long Term Operation and Maintenance. The structures listed under paragraph 1.B., 1.C., and 1.D. shall become the property of the Church Ditch Authority when completed. Operation, maintenance and capital improvement of the Church Ditch shall be solely the responsibility and in the control of the Church Ditch Authority. The cost of operation, maintenance and capital improvement shall be borne proportionally by the Church Ditch Authority and Arvada, with Arvada to pay 7% of such costs in the manner provided herein.

- 5.1. For purposes of this Agreement, starting in fiscal year 2007 not later than thirty days after the end of the fiscal year of the Authority, the Authority shall calculate all costs described in this paragraph that Arvada must pay. Simultaneously therewith, the Authority shall provide Arvada with a detailed, itemized final statement of such costs (the "Maintenance Statement"). The Maintenance Statement shall include sufficient detail to permit Arvada to determine the nature and purpose of each expenditure or line item, operating expense, capital item or provider of service and the specific total cost associated therewith. Within 30 days of receipt by Arvada of the Maintenance Statement, Arvada shall remit payment in full an amount equal to 7% of the total costs as specified in the Maintenance Statement.

- 5.2. Throughout the term of this Agreement, Arvada shall have the right, upon reasonable notice, to examine and have copied the underlying records, statements, ledgers, agreements, contracts, documents, invoices, budgets or memoranda, whether in printed or electronic media, that verify or document the costs set forth in the Maintenance Statement. Should Arvada dispute any cost, Arvada shall promptly notify the Authority of the disputed amount and the basis for the dispute. Arvada shall nonetheless make payment based on the Maintenance Statement, though reserving to itself the express right to recover any disputed amount by bringing suit in the appropriate court having jurisdiction over this Agreement. The parties agree that payment of any disputed amount shall not be deemed an admission by Arvada of the validity of the cost or charge, or the right of the Authority to receive payment therefore. In the course of any legal action brought by either Arvada or the Authority, any payment made pursuant to this sub paragraph shall not be deemed to be, or be admitted as, evidence or confession of the validity of the charge, or in any manner whatever be deemed an admission against Arvada's interest.

- 5.3. Should Arvada fail to pay its portion of the Maintenance Statement after receipt of a proper invoice, then the Authority shall have the right to specific performance of this Agreement. As further security, and solely for ensuring payment by Arvada, upon notice to Arvada, and following an opportunity to cure any defect in payment, the Authority may withhold delivery on the equivalent amount of Arvada's Church Ditch contract water rights ("Inches") in a value equivalent to any unpaid portion of the Maintenance Statement owed by Arvada to a maximum of twenty Inches on an annual basis (hereafter, the "Security"). The value of the Security shall be calculated based upon then current water rights purchase prices for such rights within the Church Ditch. Upon payment of Arvada's portion of the Maintenance Statement, the Security will be promptly released, notwithstanding the current status of any court proceeding, dispute, or claim between the parties. The remedy described in this subparagraph shall be available to the Authority only in the event of non-payment of the Arvada portion of the Maintenance Statement, and will not be available to any other party, or for any other purpose whatever.

5.4. Prior to withholding the Security, the Authority shall promptly notify Arvada of the failure to receive payment, or of any deficiency of Arvada's payment to which the Authority may believe it is entitled. If the payment remains unpaid in full for more than five business days after Arvada receives notice of any defect or deficiency in payment, then the Authority may withhold the Security. The Security shall be promptly released upon the occurrence of the earlier of the following: (1) Arvada makes payment in full, (2) the dispute over payment has been brought to conclusion through the appropriate court proceeding, or (3) the statute of limitations for bringing a court action for specific performance by the Authority has expired and no action has been filed and served upon Arvada within the statutory time period. The Security shall thereafter be promptly released upon demand by Arvada.

5.5. If the Authority has filed an action for specific performance under this Agreement, on the first anniversary date of the alleged breach by Arvada, the Security may, at the option of the Authority, be leased at a fair market price with the proceeds thereof being applied to payment of the costs owed by Arvada based on the Maintenance Statement. If final judgment in such action is entered against Arvada, then the lease proceeds actually received shall be credited against any judgment. If any lease proceeds remain after payment of Arvada's share of the Maintenance Statement, such proceeds may be applied to any reasonable attorney's fees and costs ordered as part of a judgment entered for the Authority and against Arvada. Any remaining lease proceeds shall then be promptly remitted to Arvada.

5.6. If Arvada prevails at trial, the parties agree that the damages suffered by Arvada shall not be less than the fair market value to Arvada of the Security had it been leased by Arvada for the duration of the period that it was unlawfully withheld, together with interest at the highest statutory interest rate permitted by law. The preceding shall not foreclose Arvada from offering and proving any additional damages.

5.7. In any legal proceeding brought under this Paragraph 5, the prevailing party shall be entitled to reasonable costs and attorneys fees.

6. Permitting and Liability. The Authority will assume permitting and liability issues associated with operating and maintaining the Project structures that are in the Church Ditch. Stormwater permitting issues in a specific stream will be the responsibility of the jurisdiction in which the stream is located

Nothing herein shall prevent the Standley Lake Cities from proposing classifications, designations or standards, including numeric standards, for Big Dry Creek Segment 2 (Standley Lake).

7. Church Ditch Water Authority Contractual Deliveries. The water deliveries to the contractual users of the Authority will be the responsibility of the Authority. The rights of the contractual users of the Authority will remain the same as they were prior to implementation of the Project. The Authority can manage water deliveries through a variety of methods all at the discretion of the Authority.
8. Water Rights. The Standley Lake Cities will not claim injury as a result of operation the Project bypassing stormwater from Standley Lake. The Standley Lake Cities will cooperate with Arvada in developing augmentation plans necessary for the storage and consumption of stormwater originating from the Project drainage basin.
9. Insurance.

9.1. Arvada shall maintain commercial general liability and property damage insurance, by self insurance or otherwise, to cover those claims for which Arvada, the Standley Lake Cities, or the Church Ditch Water Authority, their officials, employees, agents and contractors (without the fault or negligence of any of the Parties hereto) are

held liable at law arising out of this Agreement or in connection with the construction, operations, maintenance, removal or use of Church Ditch in the Project area. The insurance coverage shall be for a combined single limit of one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence; however, said limits shall be increased to the amount specified from time to time as the limitation on judgments in the Colorado Governmental Immunity Act. The Standley Lake Cities and the Authority shall be designated as additional insureds on the policy of insurance obtained by Arvada in compliance with this paragraph. Arvada shall provide the Standley Lake Cities and the Church Ditch Water Authority with a certificate of insurance or other evidence satisfactory to the Standley Lake Cities and the Church Ditch Water Authority of compliance with this paragraph. Failure by Arvada, at any time, to have provided a current certificate of insurance or other evidence of compliance with this paragraph shall allow the Standley Lake Cities or the Authority to exercise the remedies contained hereinbelow. Arvada expressly reserves the right to assert all defenses and liability limitations set forth in the Colorado Governmental Immunity Act or any successor act or provision. An assignment of all or any portion of this Agreement by Arvada shall not relieve Arvada of the obligation to maintain insurance as provided herein.

9.2. Arvada, the Standley Lake Cities, and the Authority understand that despite best management practices implemented during construction, operation, and maintenance of the Project, claims or actions for alleged damages may be brought against all or some of them by third parties in connection with the use of the Authority's facility. If a third party claim or legal action is brought against any of the parties to this Agreement, and such claim or action alleges the use of the Authority's facility is the cause of the claim or has contributed to the damages alleged, the parties agree to share the risk of litigation and to cooperate with each other in the defense of such claim or action. In such event, the parties shall meet and confer with respect to the appropriate strategy in defense of this action. The parties further agree that the Authority shall be presumed responsible for the operation and maintenance of the facility, and subject to the remaining language of this provision, the Authority shall be presumed responsible for any allegation of damages alleged to be caused by the operation and maintenance of the facility; provided, however, that any design modifications or other permitted uses of the Church Ditch pursuant to executed License agreements or other forms of crossing agreements that are issued on the sole discretion of the Church Ditch Water Authority shall be the sole responsibility of the Church Ditch Water Authority, regardless of whether they constitute claims related to design, operation or maintenance. In addition, the parties agree that Arvada shall be presumed responsible for causing the diversion of storm water flows originating from developed properties within those portions of the Standley Lake drainage basin physically located within Big Dry Creek Segment 2 into the Church Ditch, and subject to the remaining language of this provision, Arvada shall be presumed responsible for any damages alleged to be caused by the diversion of storm water into the Church Ditch originating from developed properties within those portions of the Standley Lake drainage basin physically located within Big Dry Creek Segment 2. The parties may enter into joint defense agreements, or defend separately as each deems appropriate. In the event of an adverse judgment following litigation of the claim or action for damages, each party shall contribute to the payment of such judgment based upon its presumed responsibility as set forth above, unless, based on the circumstances of the claim, one or more of the parties believes the presumptions are not applicable. In such event, each party shall contribute to the payment of any judgment as the same is determined to be attributable to its conduct. In the event of settlement of any claims or actions for damages, each party shall contribute payment based upon its presumed responsibility as set forth above, unless specific liability to the contrary is determined during discovery or by stipulation, in which case the party deemed liable shall pay the cost of settlement to the extent that liability has been reasonably demonstrated. The parties agree that each shall have a right to bring an action against the others pursuant to this Agreement to compel contribution for satisfaction of a final judgment entered in favor of a third party if such judgment is based on the activities and actions described in this Agreement.

Anything in this Agreement to the contrary notwithstanding, nothing herein shall be deemed an admission of liability by any party hereto in any action or suit brought against all or some of them arising from or out of the design, use, operation or maintenance of the Authority's facility.

9.3. Nothing contained in this Agreement is in any way intended to waive or modify any of the monetary limits on judgments or any and all other rights, immunities and protections provided for by Colorado law including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. (Vol. 10A, 1988 Replacement Volume, as amended or any other successor statute).

10. Breach by Arvada; Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Arvada, the Standley Lake Cities and/or the Church Ditch Water Authority may take such action as permitted and/or authorized by law, this Agreement, or the ordinances and/or Charters of the Standley Lake Cities and the rules and regulations of the Authority to protect the public health, safety and welfare; to protect water users of the Church Ditch and the Standley Lake Cities; and to protect the Standley Lake Cities' citizens and the contractual users of the Church Ditch from hardship and undue risk. These remedies include, but are not limited to those enumerated in paragraph 5 above.

Unless necessary to protect the immediate health, safety, and welfare of the Standley Lake Cities or the Authority, Arvada shall be provided with thirty (30) days' written notice of intent to take any action under this paragraph, during which thirty-day period, or such greater period as may be agreed to by the parties in writing, Arvada may cure the breach described in the notice and prevent further action by the Standley Lake Cities or the Authority.

11. Charter Compliance. The Parties intend this Agreement to be made in compliance with the charters of each respective entity.
12. Term of Agreement. This Agreement shall continue in full force and effect until terminated by all the Parties; provided, however, that each entity's commitment to appropriate funds beyond the first fiscal year of this Agreement is subject to existing Colorado Constitutional provisions.
13. Assignment. This Agreement shall not be assigned without the prior written consent of all Parties; provided, however, Arvada may delegate its obligation hereunder for payment of Arvada's portion of the Maintenance Statement to the Jefferson Center Metropolitan District. Acceptance of such payment from the Jefferson Center Metropolitan district, however, shall not effect a novation of the agreement or otherwise release Arvada from its obligation with respect to Maintenance Statements,, and Arvada shall remain responsible for such payment, and the security arrangements for such payment set forth in Paragraph 5 above shall continue to apply.
14. Notices. Any notice to the Parties which is required or permitted by this Agreement shall be in writing, and shall be deposited in the United States mail, postage prepaid, addressed as follows:

Thornton City Manager
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

Northglenn City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233

Westminster City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

Arvada City Manager
City of Arvada
8101 Ralston Road
Arvada, Colorado 80001

Church Ditch Water Authority

15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

In Witness Whereof the Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

CITY OF WESTMINSTER

ATTEST:

Nancy McNally, Mayor

City Clerk

APPROVED AS TO FORM:

Special Water Counsel

CITY OF NORTHGLENN

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

CITY OF ARVADA

Ken Fellman, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, Attorney

CHURCH DITCH WATER AUTHORITY

President

ATTEST:

_____.

APPROVED AS TO FORM:

Attorney

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This First Amendment to Intergovernmental Agreement (the "First Amendment") is made this ___ day of _____, 2006, by and between the City of Northglenn, Colorado, a Colorado home municipal corporation ("Northglenn") and the City of Westminster, Colorado, a Colorado home municipal corporation ("Westminster"). The parties shall be referred to collectively as the "Cities."

RECITALS

A. The Cities previously established the Church Ditch Water Authority (the "Authority") within the meaning of C.R.S. § 29-1-204.2 in order to effect the development of water resources, systems and facilities associated with the Church Ditch for the benefit of the Cities and other parties as more particularly described in the Intergovernmental Agreement between the Cities dated October 29, 2004, attached hereto as Exhibit A, and incorporated herein by this reference (the "Original IGA"); and

B. The Cities now desire to amend the Original IGA to authorize the Authority to also own and operate drainage facilities as specifically authorized by C.R.S. § 29-1-204.2.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Cities further agree as follows:

1. Church Ditch Water Authority's Authorization to Own and Operate Drainage Facilities. In addition to the provisions and authorizations contained in the Original IGA, the Cities hereby further determine to authorize the Church Ditch Water Authority to own and operate drainage facilities pursuant to C.R.S. § 29-1-204.2, as more particularly set forth in the First Amendment to Establishing Contract for the Church Ditch Water Authority, attached hereto as **Exhibit B**, and incorporated herein by this reference. The Church Ditch Water Authority is hereafter determined to be established in order to effect the development of water resources, systems and facilities, and drainage facilities associated with the Church Ditch for the benefit of the Cities and the Contractual Users.

2. Entire Agreement. The Original IGA and this First Amendment constitute the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and the Original IGA together with this First Amendment supersede prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to the Original IGA and this First Amendment shall be binding upon the parties except as specifically expressed in writing, making reference to the Original IGA and this First Amendment, signed by all of the parties hereto agreeing to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date stated above.

CITY OF NORTHGLENN, COLORADO

By: _____
KATHLEEN NOVAK, Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF WESTMINSTER, COLORADO

By: _____
NANCY MCNALLY, Mayor

ATTEST:

LINDA YEAGER, City Clerk

APPROVED AS TO FORM:

Special Water Counsel

**FIRST AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE
CHURCH DITCH WATER AUTHORITY**

The undersigned, desiring to amend the Establishing Contract for the creation of the Church Ditch Water Authority, previously duly established as a water authority, a body corporate and politic, a separate governmental entity, a political subdivision and a public corporation of the State of Colorado, pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and pursuant to C.R.S. § 29-1-204.2, as amended (the "Act"), by and between the City of Westminster, a Colorado municipal corporation and the City of Northglenn, a Colorado municipal corporation (the "Members"), authorized by law to own and operate water and systems and drainage facilities, hereby agree to the following First Amendment to the Establishing Contract for the Church Ditch Water Authority:

Section 1. Article II of the Establishing Contract is hereby amended to read as follows:

**ARTICLE II
Purpose and Powers**

The purpose of the Authority is to effect the development of water resources, systems and facilities AND THE DRAINAGE FACILITIES in whole or in part for the benefit of the Members and their inhabitants, and others, including the Contractual Users of the Church Ditch, through the operation, maintenance and continued development of the Church Ditch. The functions, services and general powers of the Authority are, to the extent permitted by law, as follows:

(a) To acquire, construct, manage, maintain, or operate water systems, facilities, works or other improvements OR DRAINAGE FACILITIES, or to acquire a leasehold or any other interest therein, including without limitation dams, reservoirs, other storage facilities, ditches, canals, treatment facilities, and transmission and collection facilities.

(b) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property, specifically including water rights, by contract or otherwise and water stock, utilized for the authorized purposes of the Authority, including water treatment, distribution, and wastewater disposal, OR OF DRAINAGE.

(c) To conduct its business and affairs for the benefit of the Members and their inhabitants and others, in the discretion of the Board of Directors.

(d) To enter into, make and perform contracts of every kind with Members, the United States, any state or political subdivision thereof, or any city, town, municipality, city and county, any special district formed pursuant to Title 32, C.R.S. or any predecessor thereof, or with any individual, individual firm, association, partnership, corporation, or any other organization of any kind with the capacity to contract for any of the purposes contemplated under this contract.

(e) To employ agents and employees.

(f) To incur debts, liabilities, or obligations to the extent and in the manner permitted by law and as provided herein, and to borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed or in payment for the property acquired, or for any of the other authorized purposes of the Authority, and as provided by law, and to the extent permitted by law to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon, assignment of, or agreement in regard to, all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority. The bonds, notes and any other obligations of the Authority shall not themselves be the debts, liabilities or obligations of the Members.

(g) To buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease exchange, transfer, convey and otherwise dispose of and to mortgage, pledge, hypothecate and otherwise encumber real and personal property of every kind, tangible and intangible, utilized for the purposes of the Authority.

(h) To have and to exercise the power of eminent domain and, in the manner provided by law to condemn property for public use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority.

(i) To construct and maintain works and establish and maintain facilities across or along any public street or highway, provided the Authority shall promptly restore any such street or highway to its former state of usefulness.

(j) To fix, maintain and revise fees, rates and charges for the use of the Authority's functions, services (including, without limitation, water carriage service) or facilities, INCLUDING DRAINAGE FACILITIES, and for waters conveyed or treated thereby, and to adopt, by resolution, reasonable regulations for the public welfare and pertaining to such facilities and waters, including, without limitation, the use and protection of such facilities and waters.

(k) To sue and be sued in the name of the Authority and to participate in all manner of legal and administrative proceedings including, but not limited to, proceedings in the water courts of the State of Colorado.

(l) To have and use a corporate seal.

(m) In general, to exercise all powers which are now conferred by law upon a water OR DRAINAGE authority organized pursuant to the Act, or essential to the provision of its functions, services and facilities, subject to such limitations as are or may be prescribed by law.

(n) To permit other municipalities, special districts or political subdivisions of this state that are authorized to supply water OR TO PROVIDE DRAINAGE FACILITIES to enter the contract at the sole discretion of the Board of Directors, subject to fulfilling any and all conditions of the contract establishing the entity, and subject to fulfilling any other conditions deemed necessary by the Board of Directors in its sole discretion.

(o) TO PROVIDE FOR THE REHABILITATION OF ANY SURFACES ADVERSELY AFFECTED BY THE CONSTRUCTION OF WATER PIPELINES, FACILITIES, OR SYSTEMS OR OF DRAINAGE FACILITIES THROUGH THE REHABILITATION OF PLANT COVER, SOIL STABILITY, AND OTHER MEASURES APPROPRIATE TO THE SUBSEQUENT BENEFICIAL USE OF SUCH LANDS.

(p) The powers of the Authority shall not include indemnification of property owners or others affected for any losses or damages incurred, including reasonable attorneys fees, or that may subsequently be caused by or which result from actions of the Authority.

Section 2. Article III, Section 8 of the Establishing Contract is hereby amended to read as follows:

8. Powers. The powers and duties of the Board ("Legislative Power"), which shall be exercised by approval of a majority of the Directors present unless otherwise specified, provided a quorum is present, shall be:

(a) To govern the business and affairs of the Authority and to establish, by a vote of at least two-thirds (2/3) of the Directors present, the policies of the Authority.

(b) To exercise all power of the Authority, including but not limited to:

(i) adopting an operating budget based upon the price previously fixed by the Board of County Commissioners for the purchase of water from the Church Ditch.

(ii) establishing a procedure and criteria by resolution for setting carriage rates for water delivery contracts, and setting said carriage rates in the event the price fixed by the Board of County Commissioners as of the date of the creation of this Authority is not sufficient to finance the proper operation and maintenance of the Church Ditch in accordance with the Authority's rules and regulations, including the costs of administrative and professional services.

(iii) establishing a method of assessment in the event carriage rates are not sufficient to finance the proper operation and maintenance of the Church Ditch in accordance with the Authority's rules and regulations, including costs of administrative and professional services. Any assessment approved by a majority of the Directors present shall be prorated among the Members according to the number of Directors for each Member.

(iv) ensuring the delivery of water to the Contractual Users of the Church Ditch pursuant to such rules and regulations as may be established by the Authority

(v) ENSURING THE LONG TERM OPERATION AND MAINTENANCE OF CERTAIN DRAINAGE FACILITIES AND STRUCTURES WITHIN THE CHURCH DITCH, AND INCLUDING THE CHURCH DITCH ITSELF, WITHIN THE STANDLEY LAKE DRAINAGE BASIN.

(c) To comply with the provisions of C.R.S. Parts 1, 5 and 6, Article 1, Title 29, as amended.

(d) To keep minutes of its proceedings.

(e) To establish bylaws of the Board and adopt, by resolution, regulations respecting the exercise of the Authority's powers and purposes.

(f) To authorize the employment of such employees, agents, consultants, and contractors, as in the discretion of the Board may be necessary, subject to the limitations of any adopted budget or assessment.

Section 3. Miscellaneous. The following provisions shall apply with respect to this Amendment:

(a) Except as modified herein, the original provisions of the Establishing Contract remain in full force and effect, and are hereby ratified by the Members.

(b) In the event of any conflict between the Establishing Contract and this First Amendment, the terms and conditions of this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned Members have caused this First Amendment to Establishing Contract to be executed as of this __ day of _____, 20__.

CITY OF NORTHGLENN, COLORADO

By: _____
Mayor

ATTEST:

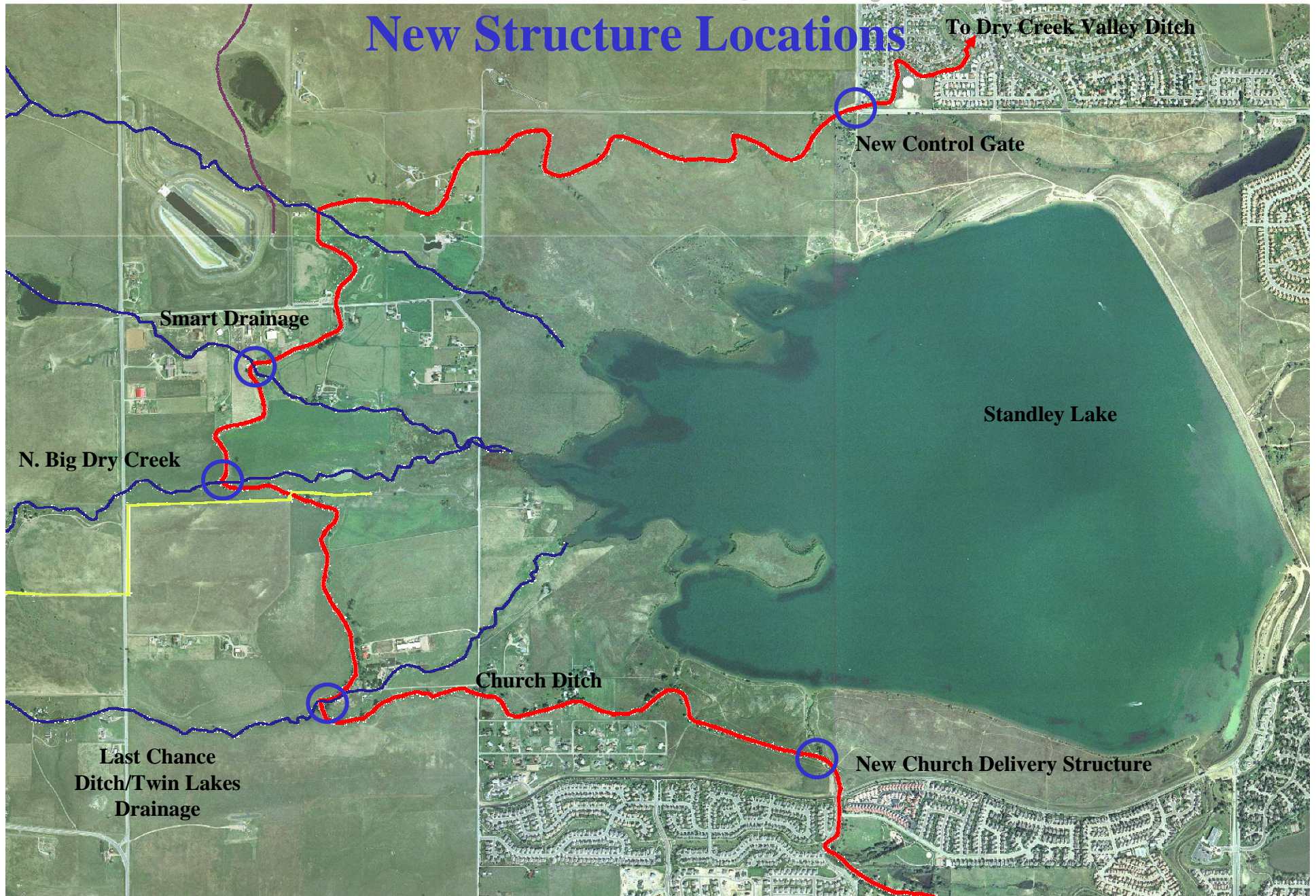
CITY OF WESTMINSTER, COLORADO

By: _____
Mayor

ATTEST:

Church Ditch Water Quality Project

New Structure Locations





Agenda Item 10 A & B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Public Hearing and Resolution No. 50 re Application to Designate Rodeo Super Market as a Local Historic Landmark

Prepared By: Vicky Bunsen, Community Development Programs Coordinator

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Resolution No. 50 designating the Rodeo Super Market as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

Summary Statement

- An application has been prepared by City staff to designate the Rodeo Super Market as a local historic landmark.
- The Rodeo Super Market is located at 3915 West 73rd Avenue.
- The Rodeo Super Market was the first large “supermarket” format food store in the city of Westminster and was operated by Fred Valente, one of the civic leaders of Westminster in the mid-20th Century.
- The building is one of the few remaining commercial buildings from the early 20th century downtown area on West 73rd Avenue

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does the City Council support the local historic landmark designation of the Rodeo Super Market?

Alternative

Do not designate the site as a local historic landmark. Staff does not recommend this alternative because local landmark designation protects the Rodeo Super Market from demolition and makes the site eligible for possible grants to assist with restoration.

Background Information

An application has been prepared by City staff to designate the Rodeo Super Market as a local historic landmark. The Rodeo Super Market, located at 3915 West 73rd Avenue, was the first large “supermarket” format food store in the city of Westminster and was operated by Fred Valente, one of the civic leaders of Westminster in the mid-20th Century. It is also one of the few remaining commercial buildings from the early 20th century downtown area on West 73rd Avenue.

Compliance with Westminster Municipal Code

The Westminster Municipal Code requires an application to include the following content:

1. Description of the characteristics of the proposed historic landmark that justify its designation pursuant to this chapter;
2. A description of the particular features that should be preserved; and
3. A legal description of the location and boundaries of the historic property.

In compliance with Westminster Municipal Code, the application provides the name, location, legal description, and owner of the proposed landmark. The application further provides a statement of significance with information to support the following criteria for designation:

1. Exemplifies the economic and social heritage of Westminster;
2. Represents an association with a notable person in the history of 20th century Westminster;
and
3. Enhances a sense of identity for Westminster residents;

Notice of the City Council public hearing was published in the Westminster Window on September 21, 2006, and the property was posted by City Staff on or before September 21, 2006. The application was referred to the Westminster Historical Society on September 6, 2006, as required by the Westminster Municipal Code.

Section 11-13-7(A)(3) requires the Director of Community Development to review an application in the following respects: (a) its relationship to the comprehensive plan; (b) the effect of the designation on the surrounding neighborhood; (c) the criteria set forth in this chapter; and (d) such other planning considerations as may be relevant to the proposed designation.

The building is zoned C-1 and is owned by the Westminster Housing Authority. This building and surrounding vacant land were purchased in 2003 and 2004 to protect it from undesirable land uses and the area is now being planned for a cultural complex and adjacent park area. The landmark designation should be beneficial to the City and this neighborhood because designation will help the citizens of Westminster understand the history of the area and will protect the defining characteristics of the mid-20th Century grocery store. In addition, the site is a reminder of the historic downtown and commerce of small-town Westminster. Staff believes that the application meets the criteria set forth in the ordinance.

SUBJECT: Resolution re Rodeo Market as a Historic Landmark

Page 3

The Historic Landmark Board passed Resolution No. 2006-003 (attached), recommending to the City Council that it designate the Rodeo Super Market as a local historic landmark.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Proposed Resolution
- Landmark Application
- Historic Landmark Board Resolution No. 2006-003

RESOLUTION

RESOLUTION NO. **50**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**TO DESIGNATE THE RODEO SUPER MARKET AS A
LOCAL HISTORIC LANDMARK**

WHEREAS, the Rodeo Super Market, also known as the Rodeo Market, is historically significant because it is more than fifty years old and it:

1. Exemplifies the economic and social heritage of Westminster;
2. Represents an association with a notable person in the history of 20th century Westminster; and
3. Enhances a sense of identity for Westminster residents;

WHEREAS, the City Staff has caused the historical significance of the property to be documented and has applied to the Historic Landmark Board for a recommendation as to whether the site should be designated as a local historic landmark, and

WHEREAS, the Historic Landmark Board has held a public hearing and passed a resolution recommending that the site be designated as a local historic landmark,

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

1. The Rodeo Super Market be designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.
2. Description of features that should be preserved:
 - Barrel vault roofline
 - Stepped parapet façade, large front windows and front door documented in 1966 and 1971 photos
 - Original brick façade shown in 1966 photo
 - Sign as it appeared in 1966 photo

Notes: The only original architectural feature extant in the building at this time is the barrel vault roofline. The front façade, windows, door, brick and sign must be restored in order to be preserved. If restored, it is the intent of this resolution that these features be restored consistent with the 1966 photo included in the application.

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

Address and general location: 3915 West 73rd Avenue, between Lowell and Bradburn Boulevards

Legal Description: Beginning 60 feet west of the SE corner of Block 35, Harris Park, thence east along the north line of 73rd Avenue (Walnut Street) 140 feet to the SW corner of House's Resubdivision of Block 34, Harris Park, thence north along the west line of Block 34 a distance of 120 feet; thence west 140 feet; thence south 120 feet to the point of beginning; SE/4 Sec. 31, Township 2 South, Range 68 West, Sixth Principal Meridian, Adams County, Colorado.

UTM coordinates: UTM Zone 13
Datum NAD 27
Linear Unit: meter
496700.74; 4408607.80

PASSED AND ADOPTED this 25th day of September, 2006.

Mayor

ATTEST:

City Clerk

**City of Westminster
Historic Landmark Application**

Name of proposed landmark: Rodeo Super Market, also known as Rodeo Market

Address or location: 3915 West 73rd Avenue

Legal Description: Beginning 60 feet west of the SE corner of Block 35, Harris Park, thence east along the north line of 73rd Avenue (Walnut Street) 140 feet to the SW corner of House's Resubdivision of Block 34, Harris Park, thence north along the west line of Block 34 a distance of 120 feet; thence west 140 feet; thence south 120 feet to the point of beginning; SE/4 Sec. 31, Township 2 South, Range 68 West, Sixth Principal Meridian, Adams County, Colorado.

UTM coordinates: UTM Zone 13
Datum NAD 27
Linear Unit: meter
496700.74; 4408607.80

Nominated by: City of Westminster

Property Owner: Westminster Housing Authority

Reasons for designation pursuant to W.M.C. section 11-13-5: The Rodeo Super Market was the first large "supermarket" format food store in the city of Westminster and was operated by Fred Valente, one of the civic leaders of Westminster in the mid-20th Century. It is also one of the few remaining commercial buildings from the early 20th century downtown area on West 73rd Avenue. The Rodeo Super Market qualifies for designation as a Westminster historic landmark because it is more than fifty years old and based on the following criteria (Item numbers correspond to subsections of WMC 11-13-5(A)):

10. Exemplifies cultural, political, economic or social heritage of the community;
11. Represents an association with a notable person or the work of a notable person;
14. Enhances sense of identity of the community;

Description of features that should be preserved:

- Barrel vault roofline
- Stepped parapet façade, large front windows and front door documented in 1966 and 1971 photos
- Original brick façade shown in 1966 photo
- Sign as it appeared in 1966 photo

Notes: The only original architectural feature extant in the building at this time is the barrel vault roofline. The front façade, windows, door, brick and sign must be restored in order to be preserved. If restored, it is the intent of this application that these features be restored consistent with the 1966 photo included in the application.

History:

The Rodeo Super Market was owned and operated by grocer Fred Valente from late 1953 until the early 1970s, when the property was sold to Niles Dingman and the Valente operations relocated to West 72nd and Meade Street, where the Valente family continues its grocery and Italian delicatessen business today.

Fred Valente's son, Larry Valente, reports the history as follows. In 1948, Fred Valente owned a little grocery store at West 48th and Beach Court in Denver. The Rodeo Super Market was built in 1953 by Roy Barnes. Larry's recollection is that Barnes intended to install a bowling alley. According to local resident Linda Cherrington, who was in the 9th grade at the time, local rumors were that the building was to be a roller skating rink. Local children were very disappointed when this dream did not materialize.

Larry remembers that Barnes could not get funding for a bowling alley, and so he approached Fred Valente and suggested that he buy the building and expand his grocery business. So Fred Valente opened the first “supermarket” in Westminster in 1953.

It is not clear where the Rodeo name came from. Fred Valente had acreage at 78th and Bradburn that he used for his horse and cattle business. Also, rodeos were a prominent form of entertainment in Westminster at this time, according to the Westminster Historical Society:

The 1940’s began what was called the “horse era” in the town of Westminster. Almost everyone in town had a horse and those that didn’t would throw a blanket over the fence to make people think they did. At this point the town had grown and there were complaints from citizens about kids riding horses on their lawns.

The town began holding rodeos in the park in back of the fire station during World War II to provide entertainment for the young people, especially those whose fathers were in the service overseas.

Another possible source of the Rodeo name is that Roy Barnes owned the Lucky Day Ranch where horse races were held. Barnes had a rodeo equipment store at West 56th and Federal where he sold saddles, lariats, and Western clothing. The Lucky Day Ranch was a horse farm at the present location of Rocky Mountain Mutual Housing on the north side of Gregory Hill, which Barnes bought from Madison Orchard when it was selling off property. He apparently intended large-scale horse-racing, but the county would not let him expand.

The name varies on the various documentation. The 1966 photo sign appears to present “Super” and “Market” as two separate words, although it is not clear. The delivery truck uses “Rodeo Market” as the advertising logo. Newspaper advertising used the words Supermarket, Super-market, and Super Market. Based on the photos, this application uses “Rodeo Super Market, also known as Rodeo Market.”

According to Linda Cherrington, Fred Valente worked with the local farmers and ranchers to sell their fresh produce and meat. He provided grocery home delivery service to ill and elderly people and sponsored youth activities and athletic teams. Although the Rodeo Super Market was not the first grocery store in Westminster, it was considered to be very large and was much more involved in community affairs. Fred Valente was also a volunteer firefighter from 1950 to 1970. Whenever the fire alarm summoned the firefighters, he dropped his grocer’s apron and ran across the street to the fire station. Fred passed away in 1972.

Sources:

Westminster Journal, Dec. 11, 1953

Historically Speaking (Westminster Historical Society, Aug. 2006)

Interview with Larry Valente

Interview with Linda Cherrington



1966



1971



Date unknown



RESOLUTION NO. 2006-003

INTRODUCED BY BOARD MEMBER

Kaaren Hardy

WHEREAS, the Rodeo Super Market, also known as the Rodeo Market, is historically significant because it is more than fifty years old and it:

1. Exemplifies the economic and social heritage of Westminster;
2. Represents an association with a notable person in the history of 20th century Westminster; and
3. Enhances a sense of identity for Westminster residents;

WHEREAS, the City Staff has caused the historical significance of the property to be documented and has applied to this Board for a recommendation as to whether the property should be designated as a historic landmark,

NOW, THEREFORE, the Historic Landmark Board of the City of Westminster resolves that:

1. The Board recommends to the Westminster City Council that the Rodeo Super Market be designated as a local historic landmark pursuant to Section 11-13-5 of the of the Westminster Municipal Code.
2. Description of features that should be preserved:
 - Barrel vault roofline
 - Stepped parapet façade, large front windows and front door documented in 1966 and 1971 photos
 - Original brick façade shown in 1966 photo
 - Sign as it appeared in 1966 photo

Notes: The only original architectural feature extant in the building at this time is the barrel vault roofline. The front façade, windows, door, brick and sign must be restored in order to be preserved. If restored, it is the intent of this resolution that these features be restored consistent with the 1966 photo included in the application.

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

Address and general location: 3915 West 73rd Avenue, between Lowell and Bradburn Boulevards

Legal Description: Beginning 60 feet west of the SE corner of Block 35, Harris Park, thence east along the north line of 73rd Avenue (Walnut Street) 140 feet to the SW corner of House's Resubdivision of Block 34, Harris Park, thence north along the west line of Block 34 a distance of 120 feet; thence west 140 feet; thence south 120 feet to the point of beginning; SE/4 Sec. 31, Township 2 South, Range 68 West, Sixth Principal Meridian, Adams County, Colorado.

UTM coordinates: UTM Zone 13
Datum NAD 27
Linear Unit: meter
496700.74; 4408607.80

PASSED AND ADOPTED this 13th day of September, 2006.

Karen K. Hardy
Vice-Chair

ATTEST:

Raine Grant



Agenda Item 10 C&D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Public Hearing and Action on Revisions to the Northeast Comprehensive Development Plan

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Approve the proposed revisions to the Northeast Comprehensive Development Plan as proposed by staff, and renew the intergovernmental agreement with Jefferson County for the enclaves area for an additional ten years. This action is conditioned on approval of the proposed revisions to the Northeast Comprehensive Development plan by Jefferson County.

Summary Statement

- The Northeast Comprehensive Development Plan (NECDP) IGA was approved jointly by the City and County in 1996. The NECDP governs the uses and densities of new developments within the Jefferson County Enclave area located generally in between Wadsworth Boulevard and Wadsworth Parkway and north of 92nd Avenue.
- The IGA was written to allow either jurisdiction to terminate the agreement after ten years or, if no action is taken, the agreement would automatically renew for an additional ten years. The first ten years for the NECDP will end this September.
- Staff is recommending that the plan be renewed for another ten years, but with a number of amendments that are detailed below. The County staff is amenable to these proposed amendments.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on September 13, 2006, and voted unanimously (6-0) to recommend that the Northeast Comprehensive Development Plan be permitted to automatically renew for another ten years on condition that the revisions to the NECDP as proposed by staff be adopted by the County. No one spoke in favor or in opposition to this proposal.

Policy Issue

Should the Northeast Comprehensive Development Plan be continued for another ten years and, if so, should the plan be amended as proposed by staff?

Alternatives

1. Deny the proposed revisions to the NECDP and direct staff to notify Jefferson County that the NECDP will expire this October. If this action is taken Jefferson County zoning regulations will govern the area of the enclaves and while the City controls provision of water taps in the area, undesirable uses could be permitted by the County unless the areas were annexed into the City in which case the City's Comprehensive Land Use Plan and zoning regulations would apply.
2. Take no further action, in which case the NECDP be automatically renew for an additional ten years without change. If this action is taken some outdated and undesirable provisions of the NECDP will remain in effect for another ten years.

Background Information

The NECDP was adopted in 1996 in an effort to control the types of land uses and densities that could be approved in the enclaves area. The general intent was to preserve the rural character of the area while continuing to permit development and annexations when desired by the property owners, and to assure that new development was in general conformance with the policies and design goals of the City.

During the first ten years of the plan, a number of annexations have occurred that have had the effect of shrinking the enclave area considerably. For instance, the Shops at Walnut Creek eliminated almost an entire sub-area from the original plan when it was annexed. The same is true of the former Hawn property along US 36, which was purchased by the City and annexed as open space. As a result, the NECDP can now be streamlined to include only those areas that both jurisdictions have agreed should remain as an essentially low density, rural residential area.

The only exception to that type of use would be the new Sub-Area C (please refer to the attached Sub-Area map). This is an area that was identified in the current NECDP as one in which some neighborhood type commercial uses would be permitted due to proximity to arterial streets. The new Sub-Area C would expand those uses to permit more types of mixed uses that the City may find desirable after a normal review process.

The changes desired by City staff are listed below. These changes have been approved in principle by the County staff, but must also be approved by the Jefferson County Commissioners.

1. The proposed revised plan has been simplified by reducing the number of Sub Areas from nine to three (please refer to the attached Sub-Area map).
2. The parcels that have been annexed since 1996 have been deleted from the area subject to the agreement and will be regulated per the City of Westminster Comprehensive Land Use Plan and zoning regulations.

3. Language has been added that permits the City to add newly annexed parcels to the City's CLUP that would thereafter govern future uses of those parcels as long as such uses are permitted by the NECDP.
4. The revised NECDP adopts the City's Design Guidelines (Commercial and Single Family Detached) as the required standards for development within the area.
5. Permitted uses within the proposed commercial areas have been simplified to permit the City broad discretion when reviewing proposed uses. Said areas must develop within the City.

Neighborhood Meeting and Public Comments

The neighborhood meeting for this issue was held on August 17 and approximately 70 individuals attended. There was a general consensus that the NECDP should continue for an additional 10 years and there was no specific objection to any particular provision of the plan or proposed revisions. Some of the concerns expressed included the following:

1. There was desire that Jefferson Academy not be permitted to expand.
2. There was a comment that the City not force property owners to annex against their wills.
3. Displeasure was expressed at the level of street maintenance by the County, especially on existing dirt roads.
4. Concern was raised over prairie dog populations on City open space.
5. Strong support was voiced for the plans to expand the Church Ranch Park-n-Ride to the Shops at Walnut Creek site.

Respectfully submitted,

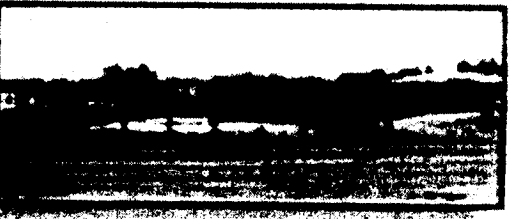
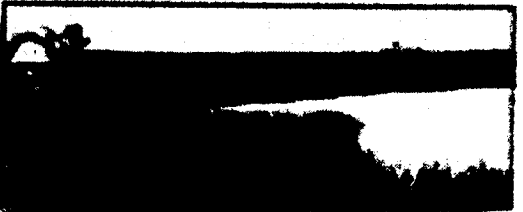
J. Brent McFall
City Manager

Attachments

- Exhibit A (Sub-Area map)
- Proposed Revised Northeast Comprehensive Development Plan

REPORT UPDATE TO THE

Northeast Comprehensive Development Plan



REPORT ON THE PLANES OF DEVELOPMENT OF THE NORTHEASTERN DEPARTMENT OF COMMERCE AND TOURISM PLANNING DIVISION

General Information

Introduction

Annexations within the northeast portion of Jefferson County have resulted in enclaves that require coordination of land use development between the City of Westminster and Jefferson County. To achieve consistent and compatible land uses, both governments agreed to do a land use plan with residents of the area. The goal of this planning process is to create a Comprehensive Development Plan (CDP) which defines the type and intensity of future land use, and to enter into an Intergovernmental Agreement (IGA) adopting the CDP. These two actions will assure the community a more stable and predictable future.

The general area is located within the northeast corner of Jefferson County, north of West 92nd Avenue, south of West 112th Avenue, west of Sheridan Boulevard, and east of Wadsworth Parkway. Additional enclaves exist south of West 92nd Avenue, and east of Old Wadsworth Boulevard. The community, Jefferson County and the City of Westminster started this planning process in March 1995, and presented this plan to citizens and appointed and elected officials in July 1996. Adoption of this CDP and the signing of the IGA followed.

The map on the back cover shows the subareas. Each subarea has unique land use recommendations. In addition to the specific subarea recommendations, all of the other sections in the plan apply to all subareas.

Adoption of this plan and/or annexations will not change existing allowed land uses. Rather it will establish the type and intensity of land use which will be allowed when future land use changes are proposed. Permitted and prohibited land uses apply only when an owner requests a change in zoning, land use or increases in density, or adding additional uses to an existing Planned Development.

The Northeast Comprehensive Development Plan shall be the governing document for the area and shall, by reference, be part of the Westminster Comprehensive Land Use Plan. Upon annexation, each parcel shall be assigned a land use designation in accordance with the various categories of the city's Comprehensive Land Use Plan (CLUP), the provisions of which shall thereafter govern development of the property, provided that the uses and densities allowed remain consistent with the requirements of the Northeast Comprehensive Development Plan.

Intent

The intent of this CDP is to stabilize future land use in the enclaves for the next 10 years (2016). To achieve this purpose the City of Westminster and Jefferson County will:

1. Maintain the existing character of the community, specifically the larger lot development west of Old Wadsworth Boulevard, by applying identical development and operational standards.
2. Assure that ranching and agricultural uses are permitted in the future in all subareas, unless specifically precluded.
3. Support the transition of areas where future nonresidential development should occur, and protect adjacent residential areas from the adverse impacts of commercial and light industrial development.

4. Foster continuing coordination and cooperation among the community, city and county departments and the special districts serving this area.
5. Encourage the cooperation of the agencies responsible for transportation, trails, parks, open land and recreation within these enclaves to develop and adopt a comprehensive trail corridor plan for this area that will make it easier to walk, bicycle, or ride a horse, as an alternative to automobile travel.
6. Preserve, protect and enhance natural resources such as wildlife habitat, water quantity and quality, and vacant land.
7. Protect the economic viability of the Jefferson County Airport by allowing development within the Jefferson County Airport Critical Zone that is compatible with the function of this Critical Zone.
8. Enforce zoning and nuisance resolutions/regulations.

Trails, Open Space, Parks & Recreation

Background

Three jurisdictions have direct or indirect responsibility for trails, open space, parks, and recreation within this enclave area: North Jeffco Park and Recreation District, Jefferson County Open Space and the City of Westminster. North Jeffco Park and Recreation District receives taxes, development fees and land dedications from this unincorporated enclave. The City of Westminster and Jefferson County have indirect resources to contribute through land dedications and park fees associated with land development and road improvements.

Coordination & Implementation

1. All of these entities should cooperate in the development of a comprehensive trails, open space, parks and recreation plan for this area. The community should be involved in the drafting and implementation of these plans.
2. Wildlife habitats should be a high priority for protection, and development should not be allowed to degrade the quality of the habitat. Rather, development should enhance these habitats. While the trail system should connect the wildlife protection areas, the system itself should not result in a denigration of these habitats.
3. The Nature Conservancy property should be protected as a wildlife habitat and should be a priority for acquisition by one or more of the appropriate jurisdictions if the Nature Conservancy offers the property for sale in the future.
4. Development of the multiple-use trail system should include the planning and transportation staffs of the city and the county. This group can coordinate the public works improvements and recreation facilities to identify and obtain the land and funding needed to build the trails and trailhead facilities.

Public Improvements

Background

For streets classified as local or collector streets, the public improvements that will be required of all new development are covered in each subarea. The prescribed improvements shall be required regardless of which jurisdiction governs.

There are three arterials within the enclave area: Old Wadsworth Boulevard, Church Ranch Boulevard, and West 108th Avenue.

Old Wadsworth Boulevard is currently two through lanes from West 92nd Avenue to West 108th Avenue. Westminster and Jefferson County transportation studies project the need to widen this Boulevard in the future, to a minor arterial. Right-of-way along Old Wadsworth Boulevard should be acquired as development occurs to assure that the future street, trails, curb, gutter and sidewalks that may be required can be built at one time. Safety improvements, such as turn lanes, may be required during this 10-year time period, if and when new development occurs that fronts on Old Wadsworth Boulevard.

West 108th Avenue will be widened from Old Wadsworth Boulevard to Wadsworth Parkway, in accordance with City of Westminster standards, to a minor arterial, however, funds have not been allocated for this road by either jurisdiction.

Other Transportation Facilities

Jefferson County Airport is not within this planning area, however portions of the airport's critical zone and the influence zone defined in the Jefferson County Airport Environs Master Plan, overlay the area and are a constraint on the type and intensity of land use that can occur.

Community Involvement

1. The community shall be included in the process when changes are proposed to transportation facilities within the enclave area, north of West 92nd Avenue, east of Wadsworth Parkway, south of 120th Avenue, and west of Sheridan Street.
2. The residents should be informed when paving, grading and minor improvements are proposed.

Subareas

The permitted and prohibited land uses listed apply to future development proposals which would require a change in existing zoning, including special uses.

Subarea A

Subarea A is bounded on the north, east and south by the City of Westminster, and on the west by Old Wadsworth Boulevard, with the exception of one tract of land east of Old Wadsworth Boulevard. Current land use is residential. As annexations have occurred, the number of residences per acre has increased. Recognition of this trend underlies the residential densities recommended by the Subarea A group.

Permitted Land Uses

1. Residential development south of West 96th Avenue shall be up to 2.5 units per acre, with a minimum lot size of 12,500 square feet.
2. Residential development north of 96th Avenue shall be a minimum lot size of 7,000 square feet.
3. Home occupation.

Prohibited Land Uses

Commercial, industrial, and institutional uses.

Public Improvements

New development will be required to provide curb, gutter, sidewalks and road improvements, in accordance with the City of Westminster standards.

Trails, Open Space, Parks & Recreation

Trails and sidewalk connections to park-n-Ride sites, schools, other trails, and park and recreation facilities should be provided for as future rezoning and or annexations occur.

Subarea B

Subarea B extends from 108th Avenue on the north to 96th Avenue on the south, Wadsworth Boulevard on the east and the Westminster city limits on the west. The Critical Zone of the Jefferson County Airport overlays a large portion of this subarea. Current land use is large single family development, zoned A-1 and A-2 which permits livestock and other agricultural land use. Preservation of the rural character of this subarea is a principle goal of this plan.

Permitted Land Uses

1. Existing land uses permitted under current, county zoning, excluding special uses, but including legal non-conforming uses, such as farming.
2. Outside the Jefferson County Airport Critical Zone, residential development with a minimum lot size of 1 acre will be allowed. The Cleo Wallace Center will be allowed to expand into this area.
3. Within the Jefferson County Airport Critical Zone, residential development allowed by existing zoning may be developed. Units may be clustered to preserve larger open areas. The total number of units will be limited to the total number allowed by zoning as of the date the IGA is signed. The minimum lot size shall be 1 acre.
4. Home occupation.
5. Open space, parks, trails, and community scale equestrian facilities.

Prohibited Land Uses

1. Commercial and industrial land uses.
2. Within the Jefferson County Airport Critical Zone, the following uses are prohibited:
 - a. Residential development in excess of the number of units allowed by existing zoning.
 - b. Churches, schools, hospitals, and other noise-sensitive land uses.
 - c. Land uses which would generate smoke emissions, building heights, exterior lighting, electrical equipment, communication systems which interfere with airport instrumentation or communications systems, or create other impediments to safe movement of aircraft, as determined by the Jefferson County Airport Environs Land Use standards.
 - d. Manufacturing, processing or storing of explosives, toxic or radioactive materials in the Primary Approach and Departure Zone of the Airport.

e. Structures within the Runway Protection Zones, formerly called Clear Zones, defined by the Jefferson County Airport Environs Master Plan.

Public Improvements

1. New development that fronts on Old Wadsworth Boulevard, Church Ranch Boulevard, or 108th Ave shall be consistent with the goals stated in General Information, Public Improvements. New development will be required to dedicate the land and to participate in the cost of curb, gutter, street lights, sidewalks, trails, traffic signals, signing, striping, landscaping, drainage improvements, and additional laneage.
2. Sidewalks, street lights, curb and gutter, and road widenings will not be required public improvements to local streets within this subarea, and neither the city nor the county will provide them. The residents of this subarea will be responsible for providing these public improvements, if they are desired in the future.
3. West 106th Avenue may require drainage corrections in the future.

Trails, Open Space, Parks & Recreation

1. The planning and development of the Big Dry Creek Trail should continue to involve residents and property owners within this subarea.
2. Owners of property along Big Dry Creek are encouraged to maintain the natural vegetation and setting, and, if possible, provide further plantings to enhance the wildlife habitat.
3. Wildlife habitats within the subarea should be acquired, especially those bodies of water that attract migratory fowl. See General Information, Trails, Open Space, Parks & Recreation.

Subarea C

Subarea C is bordered generally by the railroad tracks on the north and west, by the City of Westminster boundary on the east, and by 99th Place on the south. Another portion of Subarea C exists west of the railroad tracks and south of Church Ranch Boulevard. New development or redevelopment in this area shall be required to annex into the City of Westminster.

Permitted Land Uses for Redevelopment

1. General retail.
2. General office.
3. Mixed use retail/residential.
4. Other uses approved by the City of Westminster as part of a Planned Unit Development that are not specifically prohibited below.

Prohibited Land Uses

1. Car dealerships
2. Warehousing*
3. Mini storage*
4. Outdoor storage
5. Pawn shops

6. Vehicular repair*
7. Vehicle demolition
8. Heavy industrial/manufacturing
9. RV/boat storage
10. Kennels*

*These uses shall be permitted in the portion of Subarea C located west of the railroad tracks.

Public Improvements

All new development shall be required to participate in infrastructure improvements in accordance with City of Westminster policies and standards. Any redevelopment fronting Wadsworth Boulevard or Church Ranch Boulevard shall be required to dedicate any needed right of way for expansion of that street, and to construct curb, gutter, sidewalk and associated landscaping.

Land Development Review Process

Planning Requirements

All new development shall conform to the Northeast Area Comprehensive Development Plan. The city and county will continue to use the land development review process which has been adopted by each jurisdiction.

Development Referrals

Upon accepting an annexation petition and/or a development proposal, a copy of those items shall be mailed to the other jurisdiction within five working days.

Neighborhood Meetings

A neighborhood meeting shall be required by the city or the county Planning Director for any proposed development, if the Director determines that it will have a significant neighborhood impact, or is not in compliance with the Plan. If a neighborhood meeting is required, it shall be the responsibility of the applicant to establish the meeting and notify all property owners and homeowner associations within at least 300 feet of the site. The applicant shall provide to the Planning Division, an affidavit stating that the mailing notice has been completed and provide a list of the parties notified. The mailed notices must be postmarked no less than 21, and no more than 28, calendar days in advance of the neighborhood meeting. It shall be the responsibility of the applicant to schedule, provide convenient and suitable accommodations for, and conduct the meeting. The meeting facility must comply with Americans with Disabilities Act (ADA) requirements. The purpose of this meeting shall be to inform neighboring property owners of the details of the proposed development, how the developer intends to meet the standards contained in this CDP, and to receive public comment on the development. A member of the planning staff of the appropriate jurisdiction shall attend the meeting.

Approval of New Development

1. The Northeast Comprehensive Development Plan shall be the governing document for the area and shall, by reference, be part of the Westminster Comprehensive Land Use Plan. Upon annexation, each parcel shall be assigned a land use designation in accordance with the various categories of the city's Comprehensive Land Use Plan (CLUP), the provisions of which shall thereafter govern development of the property, provided that the uses and densities allowed remain consistent with the requirements of the Northeast Comprehensive Development Plan.

2. Prior to approving any development plan submittal, the approving authority shall be assured adequate public facilities, services and utilities are available.

Note: Neither the city nor the county will be responsible for determining whether the development complies with non-city and non-county codes and regulations.

Appeal

Each jurisdiction will follow it's own appeal process.

Operational Standards

Intent

While this CDP allows a mix of uses within the Plan area, the standards in this section are intended to control operations that might have adverse impacts upon adjacent uses and upon the public in general. These standards apply to all uses in all subareas. If a stricter standard is adopted by the City of Westminster or Jefferson County, that stricter standard will apply.

Drainage

Drainage ditches shall be kept clean and free of any obstacles and in accordance with the storm water quality provisions of the City of Westminster. No substances other than storm water runoff and stipulated other substances may be discharged into the storm drainage system.

Glare & Heat

No direct or sky-reflected glare, that is visible at the lot line, shall be permitted – whether from floodlights, reflective glass, or high-temperature processes such as combustion, welding or otherwise. These regulations shall not apply to signs or floodlighting of parking areas otherwise permitted by this CDP. There shall be no emission or transmission of heat or heated air that is discernible at the lot line.

Vibration

No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at the property line or at any point beyond the property line, nor shall such vibration cause damage to structures on adjacent properties.

Smoke & Air Pollution Emissions

No person shall emit or cause to be emitted into the atmosphere any air contamination or emission of any air contaminant that is in violation of any federal, state, city or county requirements. Further, all uses shall comply with the provisions of the Colorado Clean Air Act. This standard will be enforced by the entity with jurisdiction to enforce the regulation in question.

Odors

No condition or operation which results in the creation of odors, vapors or gaseous emissions of such intensity and character as to be detrimental to the health and welfare of the public, or which interferes unreasonably with the comfort of the public shall be permitted. If a use begins to create such conditions, it shall be stopped immediately or so modified as to remove the odor. Any complaint or enforcement action taken under this standard shall comply with the public notice and hearings provisions of the Colorado Revised Statutes.

Noise Control

No person shall operate, or cause or permit to be operated, any stationary source of noise which creates a sound pressure level that exceeds the limits for more than 90 percent of any measurement period. This measurement shall not be less than 10 minutes when measured at the property boundary or at any point within the property affected by the noise. The residential standard is 55dB(A) during daytime hours of 7:00 a.m. to 9:00 p.m. and 50dB(A) during the evening hours of 9:00 p.m. to 7:00 a.m.

Electromagnetic Radiation

Any introduced source of electromagnetic radiation must meet the standards recommended by the American National Standards Institute, the Colorado Radiation Control Act or any more restrictive standard applicable to a particular activity. However, nothing in this provision shall prevent the use of speed detection devices by any authorized government agency or appointed group.

Fire & Explosion

The requirements of the Uniform Building Code and adopted fire codes shall be met for all storage, use, or manufacture of blasting agents, combustible fibers, combustible liquids or compressed gases. The applicable fire district shall have jurisdiction to enforce its fire code.

Materials Handling

No person shall cause or permit any materials to be handled, transported, or stored in a manner that allows or may allow particulate matter to become airborne in violation of federal, state, or local air pollution regulations. Nor shall liquid matter be allowed to seep or drain into or onto the ground in violation of any federal, state, or local groundwater protection or clean water regulations. This standard will be enforced by the entity with jurisdiction to enforce the regulation in question.

Waste Disposal

1. No flammable or explosive liquids, solids, or gases shall be stored in bulk above ground in violation of the Uniform Fire Code requirements, as amended;

2. Closed, impermeable trash containers must be used to hold for pickup all materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects.

3. Toxic and hazardous materials and chemicals shall be stored, secured and maintained so that there is no contamination of ground, air or water sources. Provisions shall be made so that all lubrication and fuel substances shall be prevented from leaking and/ or draining onto the property.

4. Notwithstanding anything contained herein, all treatment, storage, disposal, or transportation of hazardous waste and radioactive waste shall be in conformance with all federal and state statutes, codes and regulations.

Report by Expert Consultants

At the time of rezoning or change of use, the applicant for a proposed use shall demonstrate that the use will comply with the requirements of the CDP operational standards. The city or county Planning Director may require any applicant to retain, at his own expense, an expert consultant or consultants. The consultant(s) is to verify that the use will comply with the CDP operational standards, or to advise how a proposed use can be brought into compliance with the CDP operational standards if the use fails to comply as proposed. Such consultants shall be fully qualified to give the required information and shall be acceptable to the jurisdiction's Planning Director.

Procedure in the Case of an Existing Use

Operation of a use that is approved pursuant to this CDP shall meet all applicable conditions of this CDP and all conditions of approval. All remedies and enforcement authorities which otherwise exist shall be available.

Development Standards

Intent

The development standards in this section are intended to control the impacts of various land uses upon neighboring uses. The design standards in this section concentrate on development design elements that impact nearby properties and the community in general.

RETAIL COMMERCIAL DESIGN GUIDELINES

I. Purpose & Intent

The Retail Commercial Design Guidelines have been prepared to provide the minimum design criteria for retail commercial development within the CDP. These guidelines are intended to result in the enhancement of the area's character and image, as well as further the establishment of sense of place by the following:

- Specifying the use of high quality building materials.

- Identification and consistent use of design elements which contribute to quality and good design in site planning, architecture, landscaping, and signage.
- Creating a consistent, cohesive character within a development that is also compatible to its surroundings.

High quality design solutions deviating from strict interpretation of guidelines noted herein may be considered and approved only when the resulting design is one which is determined to be desirable.

The Retail Commercial Design Guidelines include three general categories: Site Planning, Architectural Design and Landscape Design.

II. Applicability

These guidelines are intended to be used as a guideline for development of a retail commercial nature, and for development of office or industrial properties.

Non-compliance to these guidelines may be grounds for denial of a project.

III. Implementation Procedures

A. Properties or Plans that Qualify

All properties designated as "Subarea C". All new Official Development Plans (ODP) and new Official Development Plan waivers indicating retail commercial development are required to incorporate these guidelines.

All amendments to ODPs and existing ODP waivers are required to incorporate these guidelines. The City of Westminster, or Jefferson County may vary these standards for existing development or properties of a small size or unusual shape where it is deemed impractical or undesirable to apply these guidelines.

B. Approval Process

An Official Development Plan (ODP) or ODP Waiver shall be approved prior to use, improvement or development of property. The application shall be for the entire property ownership rather than just a portion of the property.

An Amended ODP is required for changes to an existing ODP.

IV. Site Planning

Site planning is the design process for development of land. Site planning takes into account external (off-site) and internal (on-site) compatibility and the relationship of how land is to be used. Numerous factors, such as physical and natural features of the land, building placement, vehicular access, circulation and parking, pedestrian access, circulation and parking, preservation and buffering of views, surrounding development, community character, are many, but not all, of the factors that are evaluated and accommodated in good site planning.

A. Site Orientation

Site planning must take into consideration the existing grade and slope of the site as well as existing grades and building elevations off-site. Grading of property must be sensitive and compatible with surrounding properties and public streets. Commercial properties adjacent to existing or future residential properties will be restricted in raising the elevation of the commercial site. Site planning must consider the relationship of buildings and detention areas to natural grades and visibility from adjacent roads and properties. Final grades within landscape

areas cannot exceed 25% (4:1). The use of terraced parking lots, stepped building pads, retaining walls and larger setbacks may be necessary. The use of landscaped, sloped areas is preferable to retaining walls. Retaining wall heights are limited to a maximum height of 4 feet.

The area has an abundance of panoramic views. Natural site amenities such as mature trees, creeks, riparian corridors and other features unique to the site must be identified and considered for preservation. All wetlands shall be identified as determined by a qualified wetland consultant. The Corps of Engineers shall approve the delineation of wetlands. Any impact to a wetland shall be mitigated in accordance with the Corps of Engineers regulations. (Federal regulation).

Flood corridors are located within the 100-year floodplain. Flood corridor areas should remain undeveloped to prevent flood damage and to preserve the riparian habitat and wildlife associated with the area. The filling in of flood plains will generally be prohibited.

All endangered or threatened species of plants or animals should be identified and habitat of such species should be considered for preservation as determined by the United States Fish and Game Service or other appropriate agencies. This responsibility is that of the property owner/developer.

B. General Project Layout and Design

Retail commercial development must be designed in a manner to create the impression of a unified project and overall sense of a unique or identifiable place.

Linear "strip" development is discouraged. This type of development is characterized by uses that are only one store deep and buildings are arranged in a linear fashion rather than clustered. This type of design also does not promote interaction between people and places. If this approach is used, the development should incorporate design elements that significantly mitigate the linear effect.

A minimum of 50% of the overall property (acres or gross floor area, whichever is greater) should be within the initial first phase of construction. Pad sites should not be developed until at least 50% of the non-pad portion of the property has begun construction. Construction phasing must be indicated on the ODP. The timing of construction of pad sites or individual lots may be subject to further restrictions.

The number of pad sites (freestanding, unconnected buildings) or the number of lots (for freestanding buildings) is limited to a maximum of one pad site or lot per 5 acres of the total development.

Convenience grocery stores with gasoline sales or any other business with gasoline sales should meet the following locational standards, unless specifically approved by the Official Development Plan:

1. Only one such business within a commercial development (must not exceed the requirement noted below*);
2. No more than two such businesses within a ¼ mile proximity to any 4-way intersection (measured from edge of right-of-way); and
3. Other locations (not within a 4-way intersection) are limited to a minimum ½ mile distance (measured along street frontage) from another such use.

* The number of restaurants with a drive through, car washes, automobile repair/service, or gasoline sales (combined or not combined with a car wash or restaurant), is limited in number to a total of one per 10 acres or portion thereof. (One business for an overall development of up to 10 acres; two for up to 20 acres; three for up to 30 acres, etc.)

A sense of entry or arrival must be created at primary entryways into the development. Building placement, landscaping, gates, entry monuments, specialty lighting and other design elements can be used to create this design effect.

In projects over 10 acres, the development area immediately adjacent to the intersection of two arterial streets should be free from a building location in order to maintain public views into the development from the intersection. This area must be enhanced with landscaping, however some parking may be acceptable. This area is generally the size of a pad site and the length along each stretch of arterial street frontage should be about equal. The design approach to creating open space and maintaining views at the corner will be evaluated on a site by site basis.

Pavement grades should not exceed 5% longitudinal slope within a parking area and 8% longitudinal slope in drive aisles that do not have parking stalls along the aisles. Site entry/exit aisles shall not exceed 3% longitudinal slope from the public street to 50-feet into the site. The 50-feet shall be measured from the property line. (Standard Specifications for Design and Construction of Public Improvements) Sidewalk cross slopes shall not exceed 2%. Sidewalk longitudinal slopes shall comply with the American Disability Association requirements.

Existing and new utility lines and services shall be placed underground both within and adjacent to the development, including adjacent right-of-way.

An exterior lighting plan indicating site and building light fixtures and lighting levels should be prepared by a qualified consultant and submitted for review and approval in conjunction with the ODP. Illumination levels should be designed to average 1-foot candle in parking lots and other similar areas (measured 4/5-feet above the ground surface). Parking lot lighting should be with metal halide or other type of white lighting. Off-site glare onto adjacent properties or right-of-way is not permitted. Over-lighting areas and high contrast between properties should be avoided. Concealment of the light source must be a design consideration. Parking lot lights should not exceed 30-feet in height.

C. Building Elements

Multiple buildings in single projects should be varied in size and mass. A transition from low buildings at the site perimeter to larger and taller structures on the interior of the site is generally encouraged.

Development of a project of greater than 5 acres must include a publicly accessible outdoor space such as a pedestrian plaza, park, pavilion or courtyard. A water feature, fountain, sculpture, or other art feature may be considered in lieu of a larger outdoor space. Amenities such as specialty paving, specialty lighting and street furniture are required throughout the development. The location of freestanding, thematic lighting should occur in the pedestrian area between buildings and parking areas and along primary access drives.

Development of a project greater than 10 acres must include public art at a minimum cost of \$1,000 per acre, in a manner and design acceptable to the City or County. This must occur in addition to the above requirements for public outdoor space. The perpetual maintenance of any art, fountain or other amenities will be the responsibility of the owner, and noted as such in the ODP.

Outside display, storage, or sale of merchandise on a permanent, temporary, or seasonal basis is generally discouraged in retail commercial development. If any outside display, storage or sale of merchandise is proposed by the ODP, limitations must be indicated regarding time, type of merchandise, location and size of the area, signage, fencing and maintenance of minimum pedestrian walkway widths when located adjacent to a pedestrian walkway. Outside storage

areas for shopping carts should also be indicated in a similar manner. Soda, water and other vending machines of a similar size should be placed within a building. Smaller vending machines, such as newspaper machines, are exempt from these criteria.

Minimum Building and Parking Lot Setbacks

Building and parking lot setbacks are measured from property lines after dedication of all required future right-of-way.

Building setbacks are based on a maximum building height of 25 feet (as defined by the Uniform Building Code). Buildings in excess of 25 feet may require additional setback.

Landscaping is required in parking lot setback areas.

Parking setbacks apply to all parking, access drives, loading and trash areas.

Where any of these setbacks conflict, the more stringent will generally apply.

	SETBACK	SETBACK
Arterial and Collector Streets	Bldg: 50-ft	Parking: 25-ft
or	Bldg.: 40-ft with 100% landscaping between property line and building (no parking or pavement in this area).	
Local Streets	Bldg.: 35-ft	Parking: 25-ft
Internal Access Drives (3)	Bldg.: 20-ft	Parking: 20-ft
Interior Property within the Commercial Development (1)	Bldg : 20-ft	Parking: 10-ft
Other Property Line adjacent to Non-residential Property	Bldg.: 20-ft	Parking: 10-ft
Other Property Line Adjacent to Residential Property or Public Property (2,4)	Bldg.: 50-ft	Parking: 25-ft

- (1) These setbacks may vary depending on the overall site plan. Setbacks are measured from property lines.
- (2) No wall of any drive-in business, liquor store, automobile wash facility, or automobile service station is permitted within 100-feet of any residential district boundary. If public streets occur between districts, measurement of district boundaries shall be from centerline of street.
- (3) Internal access drives are primary, private, access drives that connect to the public street. Sidewalks may occur in these setbacks. Measurement is from the face of the nearest curb along the drive.
- (4) At a minimum, a masonry wall of no less than 8-feet in height is required within the setback area adjacent to residential property or public property. This wall should be constructed in accordance with the Arterial Streets and Highways Buffering Standards (of the City of Westminster). Additional buffering such as increased wall height, berming and intensive landscaping may be required. Berming, used in conjunction with intensive landscaping and

increased setback may be considered in lieu of the masonry wall or reduce the height requirements of the masonry wall, as determined by the City or County. Plastic fencing may also be considered in limited applications, in conjunction with berming, increased setback and intensive landscaping, as determined by the City or County.

Drive through windows shall not face the street unless the view of the lower portion of the automobile (tires) are mitigated with grade (berm or slope downward), or landscaping as approved.

The solid wall of car wash facility should be sited parallel to any public street. The open side of car wash bays must be totally screened if visible from a public street.

D. Automotive & Pedestrian Circulation

The internal vehicular and pedestrian circulation within a development involving multiple buildings or lots must interconnect in an obvious and consistent manner.

There must be a clear and carefully planned hierarchy in the vehicular circulation design. Access points along major driveway/access routes must be limited in number and location. Parking along major driveway/access routes should be prohibited or severely restricted. The design must incorporate a generous area for the stacking of cars along driveway routes where they intersect with public streets. Access points and driveways should line up across from other access points or driveways, and adequate separation between access points must be provided for safe and convenient internal circulation.

Access points and driveways must be planned and shared between properties, and access easements must be noted on the ODP and final plats.

Site planning must provide for the Fire Department/Emergency access. Access roads and drives must be a minimum of 20-feet in width and comply with current Fire Code standards. When parking control is necessary along required access, such access shall be labeled on the ODP as "Fire Lane", and fire lane signs stating "No Parking" must be installed at the time of development.

Cross access and parking easements must be noted on the ODP and final plat when applicable.

Major access drives in excess of 500-feet should incorporate elements in the design such as a change in the direction of travel (angle/offset), traffic circle, or other acceptable form of speed deterrent.

Compact parking spaces are not allowed.

Drive through uses must be designed for exclusive drive through lanes that allow for stacking of multiple vehicles in front of the order board, and between the order area and pick-up window(s). This drive through lane must not block access to parking stalls or pedestrian access to the building. Stacking of cars must be sufficient to prevent spill over into circulation aisles, parking or streets.

The use of parking bumpers is prohibited. Parking areas must be separated from pedestrian walkways and landscape areas by poured in place concrete curb and gutter.

Bicycle parking is required and must be shown on the ODP.

Handicap access is required. The CABO-ANSI Standards for handicap accessibility shall be followed.

All existing and planned bus stops must be shown on the ODP. Additional bus benches and shelters, of a design approved by the City or County, may be required to be installed by the

developer of the retail project and maintained by the developer/owner or owner's association. Sidewalk linkages from bus stops to the pedestrian circulation system will be required.

Site planning must provide for pedestrian circulation. Pedestrian circulation must be provided from the perimeter of the site to all buildings. Primary pedestrian or bicycle connections must be not less than 8-feet in width. Secondary interior sidewalks must be no less than 5-feet in width. Parking stall overhang into any sidewalk or landscape area will require an increase in the minimum sidewalk or landscape area by the depth of the overhang (2-foot for each overhang).

Sidewalk areas in front of buildings shall be designated to accommodate pedestrian activity. Sidewalks in front of or directly adjacent to singular, freestanding buildings less than 10,000 square feet should not be less than 7-feet in width (exclusive of auto overhang). Sidewalks in front of buildings in excess of 10,000 square feet should be no less than 15-feet in width and must average 25-feet in width. Approved landscaping must occur within or adjacent to these areas. Raised planters are encouraged. The use of specialty paving as an accent paving material in pedestrian areas may be required. This can consist of brick, pavers, or integral colored concrete.

To enhance pedestrian safety and attractiveness of the walkway, internal pedestrian walkways within a parking lot or drive area must be distinguished from the driving surface by use of pavers, bricks, integrally colored, scored concrete, or other acceptable methods as determined by the City or County.

E. Site Planning of Service and Trash Areas

Accessory buildings or structures, which are not compatible and consistent with the material and design of the main building, are not allowed. The parking or storage of trucks, trailers, or containers is prohibited. Trucks or trailers should be in an active state of loading or unloading. Accessory outdoor storage cannot occur within trucks or trailers. (This note must be added to all retail commercial ODPs.) Accessory, temporary outdoor storage of retail goods in containers may be considered in limited applications, and only when the following items are addressed:

- landscape setbacks are maintained,
- parking is maintained,
- views are blocked with walls or other acceptable method to the City/County,
- noise and fire concerns are addressed,
- access is maintained,
- the type of container is acceptable to the City/County.

Masonry screen walls are generally required to buffer views of loading, service and trash areas from other properties or public streets. Landscape berms and plantings are required to minimize views of these areas where service and trash areas occur.

Service areas and docking facilities should be located away from public streets and main circulation and drives when possible. Continuous, linear, loading and rear service drives are discouraged.

Trash enclosures should be clustered and where site planning permits, made to appear as an extension of the building. Trash areas within the building itself are encouraged.

Outdoor trash compactors are generally prohibited, due to concerns of noise, smell, fire and access.

V. ARCHITECTURAL DESIGN

Purpose and Intent: The architectural design of retail commercial buildings must consider and accommodate the overall desire of the area to create and enhance community image. The CDP area's identity and livability will be strengthened through thoughtful design and development. The identification and application of architectural design requirements will assist in achieving a strong community image.

Architectural design shall create or contribute to uniqueness or sense of a specific place.

Building elevations must consider the character of the surrounding architecture and neighborhood, and incorporate design elements to further enhance community character.

Linear "strip" development must incorporate variation in building height, building mass, roof forms and changes in wall planes in the architectural design to mitigate the linear effect of linear "strip" development. In some instances a physical separation of one building into two or more buildings may be required. Particular attention should be made to building design when the building is adjacent to residential property or within any public view.

"360 degree" architecture is generally required. All sides of all buildings are to be treated with the same architectural style, use of materials, and details as the front elevation of the building, as determined by the City/County.

A single building or development or multiple buildings within a development must maintain a consistent style/architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes all "pads" within a retail development as well as gasoline pump canopies or other accessory structures.

Large buildings adjacent to small buildings should consider and incorporate architectural design elements and details such that the scale of the large building appears compatible with that of the smaller building.

Any building over 4,000 square feet should have variation in roof form, building height and wall planes.

The base of a building should be weightier in appearance than the rest of the building. This can be accomplished with use of heavier, larger, or darker building materials.

Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, higher rooflines, changes in building material or color are some of the methods that can be used to create this effect.

Building elements must not function as signage. The appearance of "franchise architecture", where the building functions as signage is discouraged. Incorporation of franchise or business design elements unique or symbolic of particular business must be unobtrusive and secondary to the overall architectural design.

The use of brick as a primary material is required unless determined otherwise by the City/County. Quality finish materials that can be used in conjunction with brick include stone, integrally tinted textured masonry block; pre-cast concrete, tilt-up concrete panels with brick or stone facing, stucco and external insulation finish system that simulates a stucco appearance. Wood siding may be considered for use in limited applications and not as a primary building material. Smooth faced concrete block, tilt-up concrete panels, or metal siding is prohibited as a predominant exterior building material. Pre-cast concrete must have integral color, contain other materials embedded within, and be articulated with design detailing or have application of other

building materials to create detailed design interest. The City/County will consider a variance from the requirement to use brick as the primary building material only when the design and use of an alternate acceptable building material is incorporated into a set of overall design guidelines that are determined by the City/County to be exemplary of outstanding design and desirable.

The color and intensity of color of all building materials is subject to approval. In general, subdued colors typical of the muted native grasses, wood, rocks, and soil of the high Colorado plains and the area's natural setting are to be used as the primary color(s). The use of warm and darker tones with low reflectivity is recommended. Soft browns, ambers, muted greens and golds, buffs, terra cottas and taupes are examples of earth and rock colors that are indigenous to this general area. Accent and trim colors must complement and enhance the effect of the primary building color. Bold, brash, intense, bright, fluorescent, black or metallic accent colors are prohibited unless approved in very limited application. Darker colors are recommended for roofs, with the exception of flat roofs where lighter colors will reduce the effect of solar gain. The color of flat roofs must be visually harmonious and unobtrusive. The use of any strong or intense color is limited to signage.

The following items are prohibited or highly restricted: design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the City/County.

The nighttime illumination of architectural features of a building or accent lighting with the use of decorative lights that are consistent with the architectural character is desirable. Colored lights are discouraged and subject to approval.

Buildings should have a defined top. This can be accomplished with cornices, caps, parapets or roofs.

Three-dimensional rooftops are encouraged. Variation in roofline is suggested to reduce the scale of large buildings. Parapets must conceal flat roofs. Pedestrian entries into buildings should be further emphasized. Overhanging eaves, sloped roofs, and three or more roof planes may be required.

Flat canopies (such as those associated with convenience stores with gasoline sales) must be designed in such a manner to create a strong association with the building itself. A strong impression of three-dimensional roofs and supporting columns must be incorporated into the design. Columns must be primarily masonry to incorporate the primary building material and provide a visual appearance of substance.

Sloped roofs or canopies shall be covered with high quality roofing materials such as natural clay tiles, slate, concrete tiles (with natural texture and color), high quality standing seam metal roofing, wood shakes or shingles (with adequate fire protection), or high profile, three dimensional asphalt/fiberglass shingles, as determined by the City/County. Metal roofs shall have a low gloss finish to reduce glare.

The use of windows is required in areas where there is significant pedestrian activity or to assist in breaking up the appearance of blank walls, as determined by the City/County. Windows should be for display purposes or allow viewing both into and out of the interior of the building. Windows may be required to be recessed into the building wall to create shadow. Windows, windows with awnings, and covered pedestrian walkways should total at least 60% of the building frontage along public streets or parking lots. An exception to this requirement may be considered for individual tenants in excess of 20,000 square feet gross floor area or the rear elevation of a building that backs up to a public street.

Reflective glass or mirrored glass is prohibited. Clear glass shall be used for storefronts, windows and doors. Window painting or view-blocking techniques are generally not permitted.

Site furniture is required. This includes bicycle racks, trash receptacles and benches in an amount to be determined by the City/County. The style of the site furniture must complement the overall design theme and be of high quality.

All mechanical equipment such as compressors, air conditioners, antennas, pumps, heating and ventilating equipment, emergency generators, chillers, elevator penthouses, water tanks, stand pipes, solar collectors, satellite dishes and communications equipment, and any other type of mechanical equipment for the building must be indicated on the ODP architectural drawings. All rooftop mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the City/County. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street.

The details of the screening are to be reviewed at the time of the ODP and may include additional restrictions.

The location of building mounted equipment (mechanical, electrical, gutters, downspouts, etc.) must result in these elements being hidden or screened so they are unobtrusive. All building mounted elements must be painted to match the color of the surrounding building material unless approved otherwise by the City/County.

Ground level mechanical equipment shall be screened with landscaping, berms and architectural walls using materials compatible with the building. Fencing materials are not allowed.

Accessory structures must incorporate matching design and materials of the primary building.

Loading, service and trash areas must be screened with walls that match the building materials and colors. Screen walls must be a minimum of 8-feet above the highest adjacent grade, and above 8-feet in height as determined necessary by the City/County. Berming, used in conjunction with intensive landscaping and increased setback may be considered in lieu of the masonry wall, or reduce the height requirements of the masonry wall as determined by the City/County. Plastic fencing may be considered in limited applications, when used in conjunction with berming, increased setback and intensive landscaping, as approved by the City/County. Roofed enclosures may be required for screening on a case by case basis. Gates are required and must be opaque. Dumpsters and trash cannot be visible above the height of the surrounding enclosure. Unroofed enclosure walls shall be a minimum of 8-feet.

Trash enclosures visible over the 8-foot walls from residential areas or public streets should be roofed.

VI. LANDSCAPING

Purpose and Intent: landscaping is an important component of quality development and enhancing the appearance of the area with landscaping increases the desirability of living and working in the area. Landscaping serves multiple purposes both aesthetic and functional. Landscaping in retail commercial development is intended, but not limited to making the environment physically more comfortable to the user, buffering or enhancing views, reducing

noise, creating seasonal interest, assisting in water quality efforts and storm management, enhancing the public street appearance and enhancing the commercial retail development.

Unity of design should be achieved by repetition of certain plant varieties and other materials and by coordination with adjacent landscaping where appropriate (including existing right-of-way streetscape designs).

In general, formal, stand-alone trees are encouraged along major streets and in medians, with less formal, clustered tree type design at the intersections and entrances.

The choices, placement and scale of plants should relate to the architectural and site design of the project. Plantings should be used to screen, to accent focal points and entries, to contrast with or reinforce building design, to break up expanses of paving or wall, to define on-site circulation, to provide seasonal interest, and to provide shade.

Landscape berms and/or continuous rows of shrubs to screen parking from adjacent developments or public streets are required. Masonry walls are required as previously noted in the description of setback requirements.

Parking lot landscaping shall include landscape islands at the ends of each parking row, sized and landscaped according to the Landscape Regulations. Landscaping that grows in excess of 30 inches in height is prohibited in sight triangles.

Landscaping must be incorporated in the design of pedestrian areas along the building fronts. The use of raised planters at least 12 inches in height for landscaping is strongly encouraged in retail centers where there are multiple tenants or large singular tenants.

Detention ponds should be contained within a lot or parcel that includes a building site. One detention area may be required to serve several lots versus individual detention ponds for each lot.

Detention ponds should be landscaped with a bluegrass blend sod. These ponds must be maintained by the owner or business association. Trees and shrubs should not occur below the five-year water surface. Trickle channels should be designed to look natural such as using cobble or boulders with an underdrain.

The use of reclaimed water for landscape areas is encouraged, when available.

The first phase of construction should include perimeter landscaping, entry drives and detention ponds. Future phases must indicate interim landscaping. Irrigated sod may be required for pad sites that remain undeveloped for over twelve months after the first Certificate of Occupancy for the overall development.

Developers are responsible for the installation and maintenance of landscaping in the right-of-way of all streets. Automatic sprinkler systems are required. The continual maintenance of all right-of-way improvements adjacent to each lot identified on an ODP will be the responsibility of the respective lot owner. This includes, but is not limited to, the repair, replacement and maintenance of all landscaping and associated improvements, street furniture and sidewalks. Sidewalks will be cleared of snow, gravel and grit, and of sand

Rock when used as a mulch or non-living ground cover should be unobtrusive and generally darker in tone. River rock is not encouraged as it is prone to roll out of place.

Retaining walls must be constructed of a high quality material such as stone, masonry block with an integral color and exterior texture, or concrete with stone, brick or stucco facing, which takes into account the character and materials of the buildings as well as the landscape theme. The maximum height is 4 feet. A minimum landscape area of 7 feet in width must be provided between adjacent retaining walls. All walls in excess of 4 feet require a separate building permit.

Treated timber walls are prohibited unless exemplary design is demonstrated, and are prohibited for walls over 3-feet in height. Railroad tie walls are prohibited.

Up lighting and accent lighting are encouraged within the landscape areas but shall not be directed toward a public or private street or drive aisle.

VII. SIGNAGE

Purpose and Intent: Signage in retail commercial centers is generally intended to identify to the user the location of a specific business or retail center. All signage is not necessarily intended to be viewed from a public street; however if signs are visible from a public street, they must not compromise public safety by attracting undue attention, as determined by the City/County. Signage must be subservient to the overall design and impression of the architecture.

All signage shall be coordinated throughout a retail commercial center to give the appearance of a unified, cohesive center, and to contribute to the overall design theme of the center. All signs should be similar in size, materials, etc. The details of an overall sign program shall be submitted at the time of ODP.

Individually raised letters are generally required for wall signage. Cabinet ("Can") signs are not allowed except for logos or other features that must be secondary to lettered signage.

The maximum height of a letter or symbol should not exceed 4-feet, unless specifically approved by an ODP, or further restriction by the Sign Code. This limitation does not preclude further height restriction.

Tenant signage may be prohibited on the back/rear elevation of buildings that are visible from other non-retail commercial properties or public streets, with the exception of signage necessary for delivery or door identification that will not exceed 2 square feet and be non-illuminated.

Exposed neon signage is not permitted. Trimming of buildings with neon or other types of strip style lighting is not permitted.

If lettering on wall signage is included on a raceway, the raceway should match or be camouflaged by building colors.

Illumination of awnings which are translucent is not permitted. Lettering (advertising) on awnings is generally prohibited.

Flag locations and limitations thereof must be in compliance with the Sign Code and indicated on the ODP.

Monument signs shall not be placed within the sight triangle of any intersection or access drive with a public street. Monument signs must incorporate design and materials that match the architecture of the development.

SINGLE-FAMILY DETACHED RESIDENTIAL DESIGN REGULATIONS

PURPOSE AND INTENT OF SINGLE-FAMILY DETACHED DESIGN GUIDELINES

The following Design Guidelines have been prepared to provide minimum criteria for single-family detached developments. These minimum standards are intended to establish a quality appearance, compatibility of character, variety of design, and enhanced community values. These standards may be modified in the case of quality single-family developments containing

new or innovative planning concepts or housing types All new and infill single-family detached subdivisions shall be in conformance with the Northeast Comprehensive Development Plan.

The Design Regulations are divided into three categories: Subdivision Planning and Site Design, Architectural Design, and Landscaping Design. The Subdivision Planning and Site Design section addresses overall site planning considerations, vehicular and pedestrian circulation, lot sizes, setbacks, public and private open space, and fencing. The Architectural Design section addresses general design principles, exterior design, and exterior building materials and colors. The Landscaping Design section addresses general landscape design principles, landscape treatment of development edges and entrances, internal neighborhood landscaping and plant materials, and irrigation.

I. SUBDIVISION PLANNING AND SITE DESIGN

Sound subdivision planning and site design are needed to protect and enhance the area's quality of life. The following minimum standards and optional amenities will help to minimize land use and circulation conflicts and maintain a sense of variety, aesthetic quality, functionality, and openness.

1. Land Use Compatibility

Compatibility is achieved when adjacent land uses differing in function, scale, and intensity do not create adverse effects upon one another. In areas where different uses abut, a variety of measures may be employed to ensure compatibility, including: the use of adequate setbacks, landscaping, barriers or transition zones, and building height considerations.

Minimum:

Residences shall be setback a minimum of 50' from the common property line when adjacent to a non-residential use, and 30' from the common property line when adjacent to a residential use. Mixed uses within the same Planned Unit Development will be reviewed on an individual basis.

2. Conformance with the Plan

Minimum:

Proposed projects shall conform with the Plan including lot sizes. .

3. View Preservation

The area has many panoramic views that should be preserved and enhanced. Site planning must consider the relationship of buildings to natural grades. Buildings should be sited to preserve views from arterial streets. Landscaping should be used to frame and enhance view corridors.

Minimum:

View corridors shall be preserved. The main intent is to preserve the magnificent views that can be seen from public streets.

4. Drainageways

Significant drainageways shall be incorporated in site development as aesthetic amenities, open space/trail corridors, and wildlife areas. In most cases, drainageways should be left in as natural a state as possible without channelization or engineered structures unless required to prevent erosion or other special circumstances, or as required by other agencies. landscaping and irrigation is required in these areas.

5. Circulation, Access, and Parking

The circulation system is a hierarchy network of arterial, collector, and local streets which provide access to residential developments, but which isolate higher traffic volumes from residential developments.

To as great an extent as possible, alignments of collector streets, local streets, and private drives in sloping areas shall conform to the natural contours of the land. This increases developable ground by reducing the amount of cut and fill, as well as construction costs.

The City of Westminster has adopted a "traffic-calming" policy designed to objectively prioritize and evaluate neighborhood traffic problems and resolve existing and potential problems. New subdivisions shall be designed to mitigate potential problems (speeding, "cut-through" traffic, etc.).

Landscaped street medians within subdivision collector streets and landscape islands in the center of cul-de-sacs are strongly encouraged. Utilities may not be placed beneath any landscaped medians and turning radii requirements for emergency vehicle access must be met. Bus benches and shelters may be required for all existing and proposed bus stops adjacent to and within the site boundaries of a proposed development. Staff will review this on a case-by-case basis. Any required bus benches and shelters shall be coordinated with the Regional Transportation District and installed by the developer.

Minimums:

- a. Every single-family detached residence shall contain a minimum of four off-street parking spaces - including two enclosed (in garage), and two in each driveway.
- b. If installed, landscaped medians in collector streets shall be a minimum of 10' wide. Medians shall be maintained by the developer or homeowners association. All landscape medians shall conform to the City site triangle criteria.

6. Street Lighting

Adequate street lighting shall be provided in all residential neighborhoods.

Minimum:

Lighting along all public streets shall be in conformance to Xcel Energy standards and installed at developer expense. Specialty lighting (including ornamental bases, armatures and fixtures) is encouraged along collector and local streets. Specialty lighting should relate to the architectural theme of the development.

7. Right-of-Way Dedication

Dedication of land adjacent to roads is often required to meet the minimum right-of-way cross sections established for arterial, collector and local streets adjacent to and within subdivisions. Developers are encouraged to dedicate land beyond the minimum area required, for use as additional landscape area within the right-of-way.

8. Entrance Features

The entrance to single-family detached residential subdivisions should be designed to provide an attractive entryway into the subdivision as well as to provide maximum safety for visibility and turning movements. Landscaped street medians/islands are required at major entrances to the subdivision. Formal landscaping and signage mounted on masonry walls are encouraged at the entrance to single-family detached developments. Evergreen trees planted behind the entry signage are encouraged to enhance the community character established with the City's monument signage.

Minimums:

- a. One ground sign (monument) shall be required per subdivision or one at each arterial or collector street entrance. Signs are typically located in a landscaped median or on either side of the entrance road. The size of the sign is not to exceed the Westminster Municipal Code.
- b. The right-of-way landscaping shall extend to include the entry area.
- c. A landscaped street median/island (10-foot min. width, 50-foot min. length) shall be required at the major entrance to the subdivision and shall be the responsibility of the developer/homeowners group.

9. Lot Sizes

Single-family detached homes shall be planned and designed to provide visual diversity, adequate spacing and an attractive streetscape appearance.

Minimum:

- a. Lot sizes shall be consistent with the Plan. Minimum lot sizes for single-family detached developments vary as illustrated in the Plan.

10. Setbacks

Front and side yard setbacks shall be varied wherever possible. Front setbacks shall be staggered from house to house whenever possible. Rear yard setbacks shall be varied for houses abutting streets, parks, public open space, private open space, or recreational facilities. All setbacks are measured from the property line.

Setbacks may be reduced in quality single-family home developments displaying new or innovative housing types, community design concepts, and increased common open space or parks. In such cases, greater detail in excess of normal ODP requirements including individual site design, landscaping, architectural design, and open space must be submitted, and included in the Official Development Plan.

Minimums: Primary Structure:

Front setback for living space: 25'
(Includes a side yard abutting public local street)

Front setback: 20'

For non-garage architecture when front-loaded garage is set back a minimum of 30 feet

Front setback for side-loaded garage: 15'

Rear setback for garages: 20'

Front setback for front porches: 14'
(No living space permitted above porch)

Side setback for one-story residence: 7.5'

Side setback for two-story residence: 10'

Rear setback: 25'

Setbacks from proposed right-of-way abutting collector street: 32'

Setbacks from proposed right-of-way abutting arterial street: 100'

Setbacks from highway (U.S. 36, I-25): 100'

Minimums: Decks:

Rear: 18'

Side for one-story house: 7.5'

Side for two-story house: 10'

Minimum: Accessory Buildings (when allowed):

Rear: 10'

Side for one-story house: 7.5'

Side for two-story house: 10'

11. Pedestrian/Bicycle Paths

Pedestrian and bicycle trails shall be built within each residential subdivision and neighborhood, and shall reasonably tie into the City's regional trail system. Those trails shown on the City's Trails Master Plan which are indicated within or abutting a development must be constructed by the developer and must include a public access easement. These trails occur in two general locations: 1) in conjunction with streets; 2) within the subdivision's open space network (along public or private open space and drainageways). Pedestrian access to the ends of cul-de-sacs is encouraged.

Minimum:

Minimum widths for off-street and local sidewalks and paths designed for pedestrian use only shall be 5'. Minimum widths for off-street bicycle paths shall be 8'. Developers are required to build 8' width concrete walks along both sides of arterial streets and concrete walks (5' min. width on one side and 8' min. width on the other side) along collector streets. All sidewalks along public streets must be detached from the curb the distance specified in the City of Westminster Standards and Specifications for the Design and Construction of Public Improvements.

12. Public Land Dedication

Public Land Dedication shall be made in conjunction with residential development for use as parks, schools or other public purposes. Acceptance of public lands shall be subject to review by the City/County. If the City/County determines a land dedication would not serve the public interest, the City/County may require payment in lieu of dedication. Developers are encouraged to dedicate public open space beyond the minimum acreage required in order to enhance the overall appearance of the community by providing open, green areas.

All new residential developments shall provide public school sites or fees in lieu thereof to reasonably serve the proposed subdivision or residential development

13. Private Open Space and Private Parks

In addition to the minimum public land dedication required of residential development, private parks, open space, and recreational facilities are required in single-family neighborhoods. Private open space does not include right-of-way and detention pond areas. Private open space areas must provide focal points for the neighborhood and desirable green space to accommodate local recreation needs and pedestrian/bicycle circulation for the neighborhood and the general public. Public access easements may be required so private open space areas can also be enjoyed by all residents if such open space abuts or is visually related to the public right-of-way or public open space. Partial credit for public land dedication (PLD) requirement may be given if the private park is of sufficient size and offers numerous amenities to offset public park needs. (Requests for PLD reduction will be reviewed on a case-by-case basis.)

Minimums:

- a. A minimum of 4% of the total acreage shall be set aside for a private park that must include an open play area for active recreation and must be centrally located in the subdivision to provide a focal point. The open play area shall be a minimum of 25% of the total 4% in size. For projects of 50 acres or more, this area may be divided between two or more open play areas. The private park and open play area shall not include areas designated for public land dedication, right-of-way, required setback areas, and detention pond areas.
- b. Private open space shall be landscaped and an irrigation system shall be required. Maintenance of private open space areas is the responsibility of the homeowners association.

14. Recreation Facilities

Single-family residential developments are encouraged to provide private recreation facilities (such as those listed below) for its residents in proportion to the number of residential units served. Such recreational facilities shall be included on private open space as provided above.

15. Fencing and Walls

All lot fencing within a residential development shall be a uniform design for each type of fence provided.

Perimeter fencing or walls: Although perimeter fencing or walls is not always required, it is recognized that fencing is often proposed around the perimeter of a project. Landscape materials, earth berming, and walls are the preferred (and many times required) methods of providing a buffer, but well-designed fences are acceptable in certain circumstances.

Minimums:

- a. When used, perimeter fencing or walls are to be constructed in accordance with City standards and are to include brick or stone columns (2-foot minimum width and depth) spaced a maximum of 65 feet apart. In some cases, such as adjacent to parks or in special streetscape situations, fencing may be modified to include low profile, split rail, or wrought iron fencing.
- b. All horizontal-supporting structures of all solid wood and vinyl fencing shall be constructed toward the interior of the project or lot to reduce visibility of the support structures from streets and other public areas.
- c. Offsets in perimeter fencing or wall (min. 5-foot depth and 10-foot length) for landscaping (trees and shrubs required) shall be provided every 200' or less for at least a distance of 400'.

17. Neighborhood Notification

The City of Westminster and Jefferson County place high priority and importance on contact with adjacent property owners and existing neighborhoods that could be effected by a new development proposal. Developers are required to contact the surrounding neighborhood regarding their proposed developments and are responsible for all public notifications, researching and providing property ownership information, and if applicable, organizing and conducting neighborhood meeting(s). The extent of the neighborhood notification must be discussed and approved with Staff.

II. ARCHITECTURAL DESIGN

The architectural design of the single-family homes within developments should create visual variety, and at the same time, promote an integrated character for the neighborhood. Providing "variety" with "continuity" to avoid "monotony" is the objective. Homes within the development should be of similar type and size and be designed so that streetscapes are unified and similar.

However, all proposed models shall be distinguished with different exterior elevations that meet at least two of the "distinctly different" criteria listed below. Architectural styles, roof forms, building forms, complimentary colors and materials unify the streetscape and the overall development.

1. Anti-Monotony Criteria

Monotonous design of residences within a development detracts from the overall aesthetic and economic value of a community. Furthermore, it detracts from the "pride of ownership" that residents have in their homes.

Number of home front elevations along a streetscape: A "streetscape" is defined as a number of residential facades along both sides of a street. For purposes of these guidelines, the length of a streetscape is no more than 20 homes per side of street, unless otherwise approved. To provide sufficient variety within neighborhoods, a minimum of four distinctly different home models shall be built within each "streetscape," unless the development consists of less than 25 homes in which case there shall be a minimum of three different home models. All models shall have distinctly different exterior elevations that meet at least two of the "distinctly different" criteria below:

- Have distinctly different roof forms/lines/profiles;
- Have distinctly different facade compositions consisting of 1) different window and door style and placement; and 2) different garage and entryway locations;
- Have distinctly different entry treatments and locations including porches, columns, etc.;
- Have a different number of stories.

Note: Changing roof or siding materials and colors, adding garages, providing "mirror images" of models, or different elevations of the same model do not constitute distinctly different models.

Minimum:

No single-family dwelling unit of the same model shall be built on adjacent lots*, nor shall more than 30% of the same model be built in any streetscape. Exceptions to these standards may be made, in cases of hardship (such as infill projects where very few lots remain to be developed).

*Note: Adjacent lots are any lots that adjoin or share any side lot line or lots whose front elevations face each other, although separated by a street, have their property lines overlap by more than 30%.

2. Exterior Design Elements

Exterior design and details should be incorporated in the overall building form to provide visual interest and functional amenities.

a. Recessed and Projecting Elements

Parts of buildings that project from the front elevation, such as bay windows, porches, rooms, or recessed garage doors and entryways are strongly encouraged and all must meet the specified setback requirements.

Minimums:

(1) All three-story planes (e.g., three-story walk-out units) shall be designed with projections and/or recesses.

(2) A "horizontal offset" or "projection/recess" of 4' or greater shall be provided on a minimum of 50% of all approved models and residences built.

b. Roof Breaks: Roof ridges which turn a corner or change elevations a minimum of two feet; or dormers are provided across a minimum of 20% of the roof surface facing the street.

Minimums:

Roof slopes shall be at a minimum pitch of 5:12. All roofs shall have 1-foot minimum overhanging eaves. Exceptions may be made, , for unique architectural designs.

Roof breaks shall occur on a minimum of 50% of all approved models and residences built.

c. Outdoor Living Areas

Front porches are required in single-family detached subdivisions and porches that wrap around the corner of homes particularly at street corners are highly encouraged. Front porch area must include the minimum open area and depth as defined below, unobstructed by columns, rails, box or bay windows, fireplaces, steps, etc. Porches must be constructed at the same level as the entry.

Minimum:

Usable front porches (unobstructed 80 sq.ft. minimum with 6-foot minimum depth), and side or rear yard patios (unobstructed 120 sq.ft. minimum) shall be required on a minimum of 25% of the approved models and residences built.

d. Bay or Box Windows:

Minimum:

Windows of a minimum width of 5 feet that project a minimum of 16 inches from the front facade shall be required on 50% or more of all units within a streetscape.

e. Garages:

Residential design that limits garage door dominance on the streetscape is encouraged. This can be achieved through side- and rear-loaded garages, tandem designed garages, and front-loaded garages with greater front setbacks or combination thereof.

Adequate interior garage space is essential to ensuring future residents have sufficient space to park vehicles and store outdoor maintenance and recreational items within the garage area. Minimums are specified below to help reduce the future need for outdoor storage of these items and for accessory structures to accommodate these items.

Minimums:

(1) All dwelling units shall provide a two-car (minimum) garage. If three-car garages are provided, the third space shall have a separate door and a 2-foot minimum horizontal setback from the main garage door. A roof design change over the third space may be substituted for the horizontal setback.

(2) Garage interior – minimum dimensions:

Depth – single- and double-car garage: 22 feet

Width – single-car garage: 12 feet

Width – double-car garage: 20 feet

(3) Garage door – minimum dimensions:

Height: 7 feet

Width:

Single-car garage door: 8 feet

Double-car garage door: 16 feet

3. Exterior Materials and Colors

Building material and color selection is essential to developing a compatible and quality architectural character. Natural materials and textures (stone, wood, brick) should be expressed in their natural state (e.g. clear stained wood or unpainted brick) wherever feasible.

a. **Roof Materials:** Preferred roof materials include clay or concrete tiles, slate, architectural metal, masonite or architectural grade (high profile, dimensional) roofing. Conventional asphalt (3-tab) roofs are not acceptable. A variety of roof forms (hip, gable, etc.), materials, and color variations are encouraged.

b. **Wall Materials:** All exterior wall materials shall be compatible with adjacent/neighborhood homes. Suggested materials include natural wood, masonite, stucco, brick, and stone (stacked preferred over rounded). Wall material colors should be natural or earth tones for dominant areas. A variety of materials (siding, stucco, brick, and stone) and colors are strongly encouraged. Lap siding shall have a maximum 9" exposed board face. Exceptions to the 9" maximum exposure may, , be made depending on the architectural design of the elevation. Primary or other bright colors should be used sparingly and only as accents. Highly reflective materials are not allowed.

Minimums:

(1) 30% or more masonry (brick or stone) shall be installed on front elevations (exclude window and door area from percentage calculation) abutting streets, open space, trails, or parks:

(2) 30% or more masonry (brick or stone) shall be installed on side or rear elevations abutting streets, open space, trails, or parks.

(3) Masonry (brick or stone) shall be installed on the entire lower level of walkout units that are visible from the street.

(4) All second-story (or first-story walkout) decks shall include brick or stone wrapped columns when abutting streets, open space, trails, and parks.

c. **Accessory structures:**

Minimum:

Accessory buildings shall be architecturally integrated with the main residence and shall consist of similar materials, form, and color. For lots of 12,500 square feet or less, accessory buildings shall not be located in any required front or side yard and shall follow requirements of the Westminster Municipal Code unless otherwise specified on the Official Development Plan.

III. LANDSCAPING DESIGN

Landscaping plays a significant role in the overall quality, appearance, and value of residential neighborhoods. Landscaping standards included herein consist of public rights-of-way, private open space, and individual residential lots. Water-conserving landscaping designs are highly encouraged.

1. Right-of-Way Landscaping

Developers are responsible for the installation of landscaping in the right-of-way of all arterial and collector streets within or abutting their developments, and occasionally of local streets. The homeowners association is responsible for maintenance of the right-of-way landscaping along

arterial and collector streets and occasionally along local streets. The adjacent homeowner is generally responsible for maintenance of the right-of-way area adjacent to their residence on a local street.

Although fencing between the right-of-way of collector and local streets and residential developments is often proposed to provide privacy and buffering, the use of landscape materials and earth berming either in lieu of, or in conjunction with, fencing is highly preferred and shall be required in most instances. The maximum slope of berms shall not exceed 4:1.

Automatic sprinkler systems are required within the right-of-way of arterial and collector streets of new subdivisions.

Minimum:

A minimum of one (1) shade tree and three (3) shrubs per 550 square feet of landscaped area is required for landscaping within the right-of-way.

2. Detention Pond Area Landscaping

The developer is responsible for landscaping the detention pond and other common areas. The homeowners association shall be responsible for the maintenance of these areas.

Minimum:

The developer is responsible for landscaping the detention pond and other common areas at a rate of one (1) tree and three (3) shrubs per 550 square feet of landscaped area.

3. Size of Plant Material for Rights-of-Way and Common Areas

Minimum:

The minimum sizes required in the right-of-way and common areas are: deciduous trees: 2-1/2" caliper; ornamental trees: 2-1/2" caliper; evergreens: 6' height. Twenty percent of the trees are to be 3" min. caliper for deciduous or ornamental and 8' min. height for evergreens.

4. Single-Family Home Landscaping

The required number of trees listed below shall be installed by the developer prior to certificate of occupancy, or if homeowner installation is preferred, a credit in the amount of the required trees (including installation) shall be posted by the developer with a local nursery for use by the homeowner. Whenever possible, the shade tree should be installed approximately 7 feet from the front property line in order to create a streetscape appearance.

Minimums:

a. For residential lots up to 10,000 square feet in size, a minimum of one (1) shade tree shall be installed in the front yard of every residence.

b. For residential lots larger than 10,000 square feet in size, a minimum of two (2) trees shall be required in the front yard of every residence. (At least one shall be a shade tree.)

5. Size of Plant Material for Single-Family Homes

Minimum:

The minimum sizes required for front yard landscaping are as follows: deciduous and ornamental trees: 2-1/2" caliper; evergreens: 6' height.

SIGN REGULATIONS

DEFINITIONS:

Abandoned sign – A sign, including its structure, which no longer identifies or advertises a business, lessor, service, owner, product or activity, and/or for which no legal owner can be found. an abandoned sign is hereby declared to be a public nuisance.

Animated – Any sign or part of a sign that changes physical position or light intensity by any movement, rotation, illumination or other means or that gives the visual impression of such movement, rotation, illumination or rotation.

Awning sign – Any sign painted, printed, attached, or otherwise applied to any facet or support structure of an awning.

Awning, internally illuminated – Any awning lit by means of a light source which is within an awning that is constructed from any, but not limited to, translucent or opaque material.

Banner sign – A sign made of fabric or any non-rigid material with no enclosing framework.

Canopy sign – A structure of rigid or non-rigid material on a framework sheltering an area or forming a sheltered walk to the entrance of a building.

Changeable sign – A sign that is designed so that the words, letters, figures, design, symbols, fixtures, or copy can be changed or rearranged without altering the sign face or sign structure in any way.

Construction sign – A temporary sign announcing subdivision, development, construction, or other improvement of a property by a builder, contractor, or other person furnishing services, materials or labor to said premises. For the purpose of this code, a "construction sign" shall not be constructed to be a "real estate sign" as defined by this code and shall contain only the project name, developer, architect, builder, and/or consultants, lender, and opening date.

Directional/informational sign – An on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy (e.g., parking or exit and entrance signs). May contain logo provided that the logo may not comprise more than 20% of the total sign area.

Double-faced sign – A sign with two faces back-to-back.

Election sign – Any sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.

Exposed neon – A neon sign in which the neon tubes are not covered by an opaque shield.

Gasoline pricing sign – A sign displaying only the prices of gasoline which sign uses only internal scrolling or magnetic mechanisms, does not contain a light emitting diode (led), and whose message does not change more often than twice in a twenty-four (24) hour period.

Government sign – Any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

Illegal sign – A sign which does not meet the requirements of this code and which has not received legal non-conforming status.

Illuminated sign – A sign lighted by or exposed to artificial lighting either by lights on or in the sign or directed toward the sign.

Illuminated awning – Any awning lighted by or exposed to artificial lighting either by lights on or in the awning or directed toward the awning.

Institutional uses – Includes church, public or private school, college or university, fraternal or civic association, municipal building, hospital, or convention center.

Maintenance – For the purpose of this code, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner which does not alter in any way the approved signage.

Marquee sign – Any sign painted, printed, attached or otherwise applied to any facet or support structure of a marquee.

Monument sign – Any sign which is anchored to the ground with a monolithic base and is independent of any other structure.

Non-conforming sign – Any sign that does not conform to one or more applicable provisions of this code, but which was lawfully erected and maintained, or approved in an official development plan, prior to the applicable provision or provisions.

Off-site commercial directional sign – A permanent ground sign intended to direct vehicular traffic through the private roads or easements of a regional shopping center to a commercial establishment.

Owner – A person recorded as such on official records. For the purposes of this code, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the City.

Political sign – A temporary sign used in connection with a local, state or national election, issue, or referendum.

Portable sign – Any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

Projecting sign – A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

Real estate sign – A temporary, non-illuminated sign indicating the availability for sale, rent, or lease of a specific lot, building, or portion of a building on the property upon which the sign is located.

Roof – For the purpose of this code, the roof shall mean the outside top covering of any building or structure.

Roof signs – A sign that is mounted on the roof of a building or that is wholly or partially dependant upon the building for support, and that projects above the highest point of a building with a flat roof, the eave-line of a building with a gambrel, gable, or hip roof, or the deck-line of a building with a mansard roof.

Sign – Any object, device, flag, display, structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including but not limited to words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.

Sign area – The entire sign face, including the advertising surface and any framing, trim, or molding but not including the supporting structure. The sign area shall be measured as a rectangle encompassing the largest horizontal width and largest vertical height.

Sign copy – The graphic content of a sign in either permanent or removable words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.

Sign face – The area or display surface used for the graphic message.

Sign height – The vertical distance measured from the highest point of a sign to the lowest grade beneath the sign.

Sign structure – Any combination of materials to form a construction for the purpose of attaching, fixing, or otherwise supporting a sign, whether installed on, above, or below the surface of the land, a building, or any other solid surface.

Subdivision identification sign – A monument or wall sign identifying a recognized subdivision, condominium complex, or residential development.

Temporary sign – A sign constructed of either rigid or non-rigid material and designed or intended to be displayed for a short period of time.

Under canopy sign – A sign suspended beneath a canopy, awning, ceiling, marquee, or roof overhang.

Wall sign – A sign fastened to or painted on the wall of a building or other structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign.

Window sign – A sign installed on a window and intended to be viewed from the outside.

GENERAL SIGN PROVISIONS

A. Sign Permit Required. It shall be unlawful for the owner, manager, or occupant of any property located within the area to erect, maintain, or permit the erection or maintenance of any sign on such property without first obtaining a sign permit through the following procedure:

1. An application for a sign permit must contain the following information:
 - a. An elevation of the proposed sign, drawn to scale, showing the sign that is proposed to be erected and the message that it will carry.
 - b. The color scheme and construction materials of the sign.
 - c. A plot plan showing the location of the sign on the property. If the sign is to be attached to the face of the building, the elevation shall also show the outline of the building.
2. If after review the Staff finds the sign to be in conformity with this Plan and the Building Code and any applicable Official Development Plans, a sign permit shall be issued. If the application is denied, the applicant shall be informed of the reason for denial.
3. An application for a sign permit shall be accompanied by the appropriate fee.
4. Any person installing, structurally altering or relocating a sign for which a permit has been issued shall notify the City/County upon completion of the work. The City/County may require a final inspection, including an electrical inspection.

B. Measurement. In determining the size of any sign, the following procedure shall be used:

1. For signs involving individual letters which are placed flat against the facade of a building or which are to be supported on individual standards and which will be freestanding, the area of said sign will be considered to be that of a single rectangle or square encompassing all of the letters used to convey the message of the sign, and shall include the open space between letters of words within that square or rectangle.
2. For signs, either freestanding or facade mounted, with background material, the area measurement shall be determined by the area of the entire sign, including the background material.
3. For all two-faced freestanding or projecting signs, the area measurement shall be determined by measurement of one face of the sign only.

4. The height of any sign shall be determined by the distance between the topmost portion of the sign or the structure supporting the sign whichever is higher, and the elevation of the ground at the base of the sign or its structure or support.

C. Altering or Moving Existing Signs. A new permit shall be required prior to moving an existing sign from one location to another or altering a sign in any manner other than for normal maintenance. An alteration to an existing sign which requires a new permit includes, but is not limited to, a change in text, height, size, shape, construction material, or lighting.

D. Lawful Non Conforming Signs. Any legal, nonconforming sign which exists prior to the adoption or amendment of this plan may be continued, subject to the following provisions:

1. No such sign shall be enlarged or altered in such a manner as to increase its nonconformity; however, any sign or portion thereof may be altered to decrease its nonconformity.

2. If any such sign or nonconforming portion thereof be destroyed by any means or removed for any reason, voluntary or otherwise, to an extent of more than fifty percent (50%) of its replacement cost at the time of said removal or destruction, it shall not be reconstructed or reassembled except in conformity with this Plan.

3. If any such sign should, for any reason, be removed from its location, it shall conform to the provisions of the district in which it is located after it is moved.

E. Signs in Planned Developments. All Official Development Plan documents shall contain a section in which the specifications for all allowed signs are included. The plan shall contain overall sign program performance standards which address size, height, design, lighting, color, materials, location and method of construction to assure that all signage within the Planned Development is designed in a harmonious consistent and compatible manner.

SIGNS NOT REQUIRING PERMITS:

The following signs, which shall be non-illuminated unless specifically stated to the contrary, are permitted in all zoning districts and require no permit for erection:

A. Public Signs. Any sign erected by any governmental agency including, but not limited to, federal, state, county and city governments, school and recreation districts, but not including private water and sanitary sewer districts. Public signs include temporary or permanent signs erected by public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the present of underground cables, gas lines and similar devices.

B. Interior or Window Signs. Such signs shall be limited to thirty percent (30%) of the total window area of each separate place of business, window signs may be further restricted for PUD/PD developments.

C. Commemorative Plaques. Any memorial or commemorative plaque or tablet that contains the primary name of a building, the date of erection and use of the building when the sign is build into the building or mounted flat against the wall of the building, or is designed to designate any particular location of historical significance as determined by the City/County.

D. Address Signs. Any sign attached to a building designed to identify a particular parcel of land, provided such contains only the street address and name of the owner of the property or the name of the property and does not exceed two (2) square feet in area for residential land uses and five (5) square feet in area for nonresidential land uses.

E. Special Event Signs. Signs and decorations for special events such as a philanthropic campaign, church, circus, carnival, holidays or of community celebration provided that such are removed within ten (10) days of the termination of the event of which they are a part.

F. Real Estate Signs. Temporary, non-illuminated real estate signs, indicating the availability for sale, rent or lease of a specific lot, building or portion of a building, upon which this sign is erected or displayed, which do not exceed six (6) square feet in total area and four feet (4') in height for residential properties, or twenty (20) square feet in total area and six (6) feet in height for nonresidential properties, and are located on properties to be sold, limited to one such sign per street frontage. Such signs shall not remain in place more than seven (7) days following sale or rental of the subject property.

G. Building Identification Signs. Signs which identify by name or number individual buildings within institutional or residential building group complexes which are limited to signs attached to the building, not more than two (2) signs per building, and not more than four (4) square feet each. These signs may be illuminated or non-illuminated.

H. Directional Signs.

1. Traffic Signs: Private traffic directional signs guiding or directing vehicular or pedestrian traffic onto or off of a lot or within a lot, when such do not exceed three (3) square feet per sign per face in area and eight (8) feet in height, do not contain any advertising or trade name identification, and are non-illuminated, internally or indirectly illuminated. Private traffic control signals shall conform to the standards of the Colorado Manual of Uniform Traffic Control Devices and exceed three (3) square feet per face in area but shall not exceed seven (7) square feet per face. Such signs shall not exceed four (4) feet in height and shall be set back at least five (5) feet from the property line.

2. On-Premise Information Signs: Signs commonly associated with and limited to information and directions related to the permitted use on the lot on which the sign is located, provided that each such sign does not exceed two (2) square feet in total area and is non-illuminated, internally illuminated or indirectly illuminated. This category shall be interpreted to include such signs as "No Smoking," "Restroom," "No Solicitors," "Self Service," "Vacancy," and similar informational signs located at least five feet (5') from the property line.

3. Off Premises Informational Directional Sign. A single or double-faced sign designed to give direction to a church, school, philanthropic organization, or similar use of a non-retail or business nature. Sign may contain only name of organization, direction, and number of blocks. Sign shall be metal, no more than two (2) square feet, and shall be mounted on minimum two inch (2") square steel pole. Bottom of sign shall be a minimum of seven (7) feet above grade. Such signs may be located in the right of way. No more than five such signs shall be permitted for each individual organization.

I. Flags. For any single lot, one flag, pennant or insignia which does not exceed the following requirements:

Building Height	Maximum Height of Pole	Maximum Flag Size
1 story	20 feet	3 X 5
2 stories	25 feet	4 X 6
3-4 stories	30 feet	5 X 8
5 stories or more	35 feet	6 X 10

J. Holiday Decorations. Temporary decorations or displays, when such are clearly incidental to and are customarily and commonly associated with, any national, local or religious holiday or celebration. Such decorations shall not include the name of any business or product.

K. Construction Signs. A temporary sign not exceeding thirty-two (32) square feet announcing subdivision, development, construction or other improvement of a property on which the sign is located by a builder, contractor or other person furnishing services, materials or labor to said premises. For the purposes of this Plan, a "construction sign" shall not be construed to be a "real estate sign" as defined herein and shall contain only project name; developer, architect, builder, and/or consultants; lending institution; and opening date.

L. Garage Sale Sign. A sign advertising the existence of a garage sale for the sale of personal property and advertising the date, time and location of the garage sale, with such signs having a maximum area of six (6) square feet, a maximum height of three feet (3'), and a minimum setback of ten feet (10'), posted for the period three days prior and three days following the date of the garage sale. Such signs shall not block or interfere with traffic visibility.

PROHIBITED SIGNS

The following types of signs are prohibited in all districts:

A. Any sign not specifically permitted by the City Code of Westminster.

B. Signs Within Public Right Of Way. Any sign erected upon or over the public right of way of any street, roadway, or alley with the exception of those signs erected by a governmental entity, and those instances where existing buildings are contiguous with the right of way and a sign is to be attached to said building.

C. Signs with visible moving, revolving or rotating parts, or visible mechanical movement, or any description or other apparent visible movement achieved by electrical, electronic or mechanical means, and all animated and electronically activated changeable signs except for time-temperature-date signs, traditional barber poles, gauges and dials which may be animated to the extent necessary to display correct measurement, menu board order confirmation signs, and gasoline pricing signs at fueling facilities. An exception to this section C. must comply with all other regulations of this section such as size and placement regulations.

D. Signs that are animated with lights or illuminations which flash, move, rotate, scintillate, blink, flicker, vary in intensity, vary in color, or use intermittent electrical pulsations.

E. Strings of light bulbs used in connection with commercial premises for commercial purposes, other than traditional holiday decorations, pennants, streamers, balloons, and any other inflatable object or material shall also be prohibited.

F. Imitations of Official Government Protective or Warning Signs. Any sign using the word "stop" or "danger" or which otherwise presents or implies the need or requirement of stopping, or a caution for the existence of danger, or which is a copy of, or which for any reason is likely to be confused with any municipally approved official signs, such as those signs approved and shown in the Uniform Traffic Code.

G. Any sign that obstructs any window, door, fire escape, stairway, ladder, or openings intended to provide light, air, ingress, or egress for any building, as required by law.

H. Portable Signs.

1. Any sign displayed on a vehicle when said vehicle is used primarily for the purpose of displaying such sign, when used outside a building. Any advertising device used on a vehicle meeting the following criteria shall be excepted:

- (a). Such vehicle at no time remains in one visible place for more than twenty-four (24) consecutive hours; and
- (b) Such vehicle is actually used by its owner or another as a means of transportation of people or goods.
- (c) Such vehicle displays current registration and is insured to operate on public streets in the State of Colorado.

2. Sandwich board signs.

- I. Any sign that violates any provision of any law of the State of Colorado relative to outside advertising.
- J. Temporary signs attached to utility poles or utility boxes that have the intent of advertising merchandise or services for sale.
- K. Any sign which causes any direct glare into or upon any residential building or premises other than the building or premises to which the sign is attached.
- L. Exposed neon signs and lighting. All roof signs
- M. Any attached sign projecting above the roof line of a structure.
- N. Abandoned signs. Any such sign abandoned for a period of 90 days or longer shall be considered an illegal sign. This provision shall not apply to permanent signs accessory to businesses which are open only on a seasonal basis, provided there is clear intent to continue operation of the business.
- O. Off premise advertising or directional sign, except as allowed
- P. Back-lit awnings
- Q. Free-Standing monument signs greater than 100 square feet in size.
- R. Signs achieved by light projection on a surface.

TEMPORARY SIGNS REQUIRING PERMITS

A. Temporary Project Identification Sign.

- 1. Permitted in all zone districts.
- 2. Characteristics. Intended to identify or advertise structures being built, sold, leased, rented or remodeled.
- 3. Maximum Area:
 - a. For developments over ten (10) acres in size, one hundred (100) square feet
 - b. For developments ten (10) acres or less in size and individual structures on lots over two (2) acres in size, sixty (60) square feet.
 - c. For individual lots two (2) acres in size or less, thirty-two (32) square feet..
- 4. Maximum Height:
 - a. For signs over sixty (60) square feet in area, twelve feet (12').
 - b. For signs over thirty-two (32) square feet in area but less than sixty (60) square feet in area, eight feet (8').
 - c. For signs thirty-two (32) square feet in area or less, six feet (6').

5. Minimum Setback: Thirty-feet (30').
6. Limitation in number: One (1) sign per sixty (60) acres, not to exceed a total of four (4) and not to exceed an aggregate of two hundred (200) square feet.
7. Restrictions, Additions, Clarifications and Exceptions:
 - a. Must be located on the property being advertised. Offsite signs are not permitted.
 - b. Signs shall be unlighted.

B. Temporary Outside Signs.

1. Characteristics: A sign, banner, or similar device, not including pennants on a string or rope, or display which is intended for a temporary period of display for the purpose of announcing a special event for a business such as a grand opening, a sale or a new service. Said sign may be constructed of cloth, canvas, cardboard, wallboard, plywood or other light temporary material. Sign must be attached flat against a building.
2. Maximum Area: Forty (40) square feet per sign.
3. Maximum Height: May not project above the roof line on the building to which the sign is attached.
4. Minimum Allowable Setback: Same setback as the building to which the sign is attached.
5. Limitation in Number: One (1) per street frontage, not to exceed two (2) signs.
6. Restrictions, Additions, Clarifications, and Exceptions:
 - a. May be erected for a period not to exceed thirty (30) consecutive days, or sixty (60) days in any one-year period, for any particular business.
 - b. Must be removed at the expiration of the temporary permit.

C. Election and Political Signs.

1. Permitted in all zone districts.
2. Characteristics: A sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.
3. Maximum Area: Fifty (50) square feet in commercial areas, six (6) square feet in all other areas
4. Maximum Height: Six feet (6').
5. Limitation in Number: No limitation.
6. A permit application for an election sign must include name, address and phone number of person responsible for maintenance and removal of signs.
7. Restrictions, Additions, Clarifications, and Exceptions:
 - a. Such signs shall not be erected more than forty-five (45) days before an election. All election signs shall be removed within ten (10) days following an election.
 - b. Election signs may be located in City/County right of way provided:
 - 1) They do not block or otherwise interfere with traffic visibility;
 - 2) They are not located within fifty feet (50') of an intersection;
 - 3) They do not exceed three (3) square feet in area.

C. Within any City/County right-of-way, no single candidate or issue sign may be located within 50 feet of any other sign for the same candidate or issue.

PERMANENT SIGNS REQUIRING PERMITS

A. Monument Signs.

1. Maximum Area:

- a. For developments over ten (10) acres in size or greater, one hundred (100) square feet.
- b. For developments less than ten (10) acres but greater than 2 acres in size, sixty (60) square feet.
- c. For developments two (2) acres in size or less, thirty-two (32) square feet.
- d. For individual uses over 100,000 square feet in area. Signage restrictions may vary from the provisions of this section and shall be approved on an Official Development Plan.

2. Maximum Height:

- a. For signs over sixty (60) square feet in area, twenty-five feet (25').
- b. For signs over thirty-two (32) square feet in area but less than sixty (60) square feet in area, eight feet (8').
- c. For signs thirty-two (32) square feet in area or less, six feet (6').

3. Minimum Allowable Setback From Property Line:

- a. For signs over eight feet (8') in height or over sixty (60) square feet in area, twenty-five feet (25').
- b. For signs eight feet (8') in height or less and under sixty (60) square feet in area, ten feet (10').

4. Limitation and Number:

- a. For developments or individual structures over ten (10) acres in size, one (1) per frontage with a maximum of two (2), with said signs to be identical in design.
- b. For developments or individual structures ten (10) acres in size or less, one (1).

5. Restrictions, Clarifications and Exceptions:

- a. Identification signs for retail business centers or office/industrial/technical parks or centers shall contain only the name, address and logo or trademark of the office park or center. Such signs may include the name of not more than six of the tenants therein, with said names to be integrated into the overall design of the sign with the name of the center utilizing at least 25% of the sign area. Minimum letter height for tenant names shall be eight inches for 32 square foot signs, ten inches for 60 square foot signs and 12 inches for 100 square foot signs.
- b. Illuminated signs are permitted.
- c. For properties of ten acres or more, no monument sign over 8 feet in height are permitted within one hundred seventy-five (175) feet of any residential district boundary or residential development.
- d. Supporting structure of monument signs must be solid construction, at least two-thirds the dimension of the width and thickness of the sign it supports.

e. Where a non-retail business center or office/industrial/technical park or center is planned as a series of individual structures on individual lots, with each individual lot having frontage on a public street, each individual structure may be permitted to have freestanding signs in accordance with this paragraph if said sign(s) are included and approved on an Official Development Plan(s). Where a non-retail business center or office/industrial/technical park is planned as a series of individual structures on a single lot, each individual structure is permitted to have a freestanding sign of not more than 32 square feet in area and 6 feet in height. Such signs shall be consistent in design and color.

f. Monument signs must be located on the premises of the use being advertised or identified. For use in this section, premises does not include easements or similar adjacent parcels of land.

g. Menu Boards. Menu boards in conjunction with restaurant or other drive-through pick-up activities may be allowed under the following restrictions:

- 1) Not more than two (2) such signs.
- 2) Twenty-five-foot (25') setback from property lines.
- 3) Forty (40) square foot maximum area.
- 4) Six foot (6') maximum height.
- 5) May be freestanding or wall mounted.
- 6) One order confirmation board may also be provided with the following restrictions:
 - (a) Twenty-five-foot (25') minimum setback from property lines.
 - (b) Three (3) square foot maximum sign area.
 - (c) Four-foot (4') maximum height.
 - (d) May be freestanding, wall mounted, or incorporated into the menu board.
 - (e) May be one hundred percent (100%) electronic changeable copy, and copy may be changed without time restriction.
 - (f) Signs must be screened or oriented away from public streets.
 - (g) When shopping centers, business centers, and office/industrial/technical parks or centers are to be developed or redeveloped, overall sign program performance standards to be included in the Official Development Plan, shall be submitted which address size, location, height, design, lighting, color, materials, and type and method of construction to insure that all signage within the center is designed in a harmonious, consistent, and compatible manner. The overall sign program shall be included in required Official Development Plans.
 - (h) Individual uses over 100,000 square feet in area, signage restrictions may vary from the provisions of this Section and shall be as approved on an Official Development Plan.

6. Institutional Use Monument Signs:

a. Maximum area:

- 1) For developments 10 acres in size or greater, 100 square feet
- 2) For developments less than 10 acres but greater than 2 acres in size, 60 square feet
- 3) For developments two acres in size or less, 32 square feet

b. Maximum height:

- 1) For signs over sixty (60) square feet, 25 feet

2) For signs thirty-two (32) square feet to sixty (60) square feet, 8 feet

3) For signs less than thirty-two (32) square feet, 6 feet

c. An electronic reader board component of an institution monument sign shall be allowed, which component shall be no more than one-third (1/3) of the total sign size or 30 square feet, whichever is less. The text on an electronic reader board may be changed no more frequently than every thirty (30) minutes.

B. Wall Signs.

1. Characteristics: Intended to identify individual businesses, offices, office buildings, industrial, technical and employment establishments. Signs may be either placed flat against the building or projecting from the building.

2. Maximum Area:

a. The greater of thirty (30) square feet or one (1) square foot sign area for each lineal foot of building or tenant frontage, not to exceed one hundred fifty (150) square feet in area for all types of signs except that signs composed of individual raised letters may contain two (2) square feet of sign area for each lineal foot of building or tenant frontage, not to exceed three hundred (300) square feet in area. This criteria shall not apply to signs for individual tenants in buildings that are primarily multi-tenant office buildings.

b. Combinations of cabinet and individual letter signs shall not be permitted, except that a cabinet style logo not exceeding nine (9) square feet may be added to individual letter signs, the total square feet permitted for such signs shall not exceed the total permitted in section 3.a. above.

3. Maximum Height: May not project above the roofline of the building to which sign is attached.

4. Minimum Allowable Setback: Same setback as the building to which sign is attached.

5. Limitation in Number: One (1) sign per street frontage not to exceed two (2) frontages, or three (3) frontages with an area not to exceed the total sign area permitted for two (2) frontages.

6. Restrictions, Additions, Clarifications and Exceptions:

a. Projecting signs may not exceed thirty (30) square feet in area. Projecting signs may not project over public right of way or more than five feet (5') from the building wall.

b. The total length of any individual sign may not exceed seventy-five percent (75%) of the length of the frontage of the establishment, store front or tenant space on which the sign is placed.

c. Illuminated signs are permitted.

d. Buildings that are primarily office buildings may have no tenant or user signs above the first floor with the exception that building identification signs may be located above the first floor.

e. Changeable copy signs are permitted for motion picture theaters or theater complexes with a total maximum area not to exceed the greater of eighty (80) square feet or thirty (30) square feet per individual theater.

f. Where approved on an Official Development Plan, the total allowable square footage of signage for an individual use containing over twenty thousand (20,000) square feet of gross floor area may be divided into a primary sign, and not more than two (2) secondary signs with each secondary sign not to exceed more than sixty (60) square feet in area.

g. For individual uses over 100,000 square feet in area, signage restrictions may vary from the provisions of this section and shall be as approved on an Official Development Plan.

h. Tenant Sign. For multi tenant office buildings, a maximum of forty (40) square feet per sign, one hundred twenty (120) square feet per frontage, shall conform to 7.b. and 7.e. The building identification sign shall be in conformance with 6.b. above, with a maximum of one hundred (100) square feet, except signs composed of individual letters which will have a maximum of two hundred (200) square feet.

i. When shopping centers, business centers, and office/industrial/technical parks or centers are to be developed or redeveloped, overall sign program performance standards shall be submitted which address size, height, design, lighting, color, materials, and type and method of construction, to insure that all signage within the center is designed in a harmonious, consistent, and compatible manner.

j. Wall signs must be located on the portion of the building in which the business being advertised is located.

k. Wall signs may not be located on the rear of buildings which abut a residential zone district or property.

C. Directional/Informational Signs.

1. Characteristics: A freestanding sign intended to provide information and directions related to the principal permitted use on that lot.

2. Maximum Area:

(a) Wall Sign: Fifteen (15) square feet.

(b) Free Standing Sign: Five (5) square feet.

3. Maximum Height:

(a) Wall Sign: Eight feet (8').

(b) Free Standing Sign: Three feet (3').

4. Minimum Allowable Setback: Twenty-five feet (25') from the property line.

5. Limitation in Number: Two (2).

6. Restrictions, Additions, Clarifications and Exceptions: Illuminated signs are permitted.

D. Directory Sign for Retail Shopping Centers.

1. Characteristics: A freestanding sign intended to list and locate all merchants within the center for pedestrian or internal automobile traffic.

2. Maximum Area:

a. For a retail center four (4) acres or less in area, sixteen (16) square feet.

b. For a retail center over four (4) acres in area, thirty (30) square feet.

3. Minimum Allowable Setback: Fifty feet (50') from property line.

4. Limitation in Number:

a. For retail center four (4) acres or less in area, one (1) sign.

b. For retail center over four (4) acres in area, one (1) per four (4) acres, not to exceed four (4) signs.

5. Restriction, Additions, Clarifications and Exceptions: Internally illuminated signs are permitted.

E. Permanent Residential Subdivision Identification Signs.

1. Characteristics: A freestanding sign intended to provide identification of a residential subdivision by name and logo only.
2. Maximum Area: Forty (40) square feet.
3. Maximum Height: Seven feet (7').
4. Minimum Allowable Setback: Three feet (3') from the curb. This sign may be located in the right of way but not over existing or future utilities. Location and placement shall insure traffic visibility as determined by the City/County.
5. Limitation in Number: One (1) per subdivision or one (1) per each arterial or collector street. Signage may be split and two signs may be permitted per each arterial or collector street entrance, however, no more than forty (40) square feet of signage may be located at any such entrance.

6. Restrictions, Additions, Clarifications and Exceptions:

- a. A right of way maintenance agreement must be on file with the City/County signed by the responsible party from the homeowners association if the signs(s) are to be located in public right of way.
- b. External lighting is permitted.
- c. Sign material and design must be approved by the City/County.
- d. Under unusual hardship circumstances, as determined appropriate by the City /County, a single offsite sign may be permitted with the permission of the property owner on whose property said sign would be located. Such a sign will have a maximum area of 20 square feet and a maximum height of 3 feet.

F. Home Occupation Signs.

1. Characteristics: To identify a home occupation – wall or window signs only.
2. Maximum Area: One (1) square foot.
3. Maximum Height: Below the eave of the building on which the sign is located.
4. Minimum Setback: Must be attached to the front of the building on which the sign is located.
5. Limitation in Number: One (1).
6. Restrictions, Additions, Clarifications and Exceptions: Signs may not be illuminated.

G. Off-Site Commercial Development Directional Signs.

1. Permitted for commercial establishments on out-parcels surrounding a regional shopping center with access to a public street, which street connects to an arterial street only through use of a private road or easement.
2. Characteristics: A permanent ground sign intended to direct vehicular traffic through the private roads or easements of a regional shopping center to a commercial establishment.
3. Location: Such signs shall be permitted within the public rights-of-way adjacent to the regional shopping center or next to the private drives within the center, with written permission of the owner of the parcel within the regional shopping center, for the sole purpose of directing

vehicular traffic through the regional shopping center. All such signs shall be located outside the required sight distance triangles.

4. Maximum Area: 16 square feet per sign.

5. Maximum Height: 4 feet.

6. Limitation in Number: 4 per commercial establishment.

7. Restrictions, Clarifications and Exceptions:

a. Maximum of one (1) sign on each corner (the intersection of two private roads or a private road and a public road) leading to the commercial establishment.

b. Co-location: Where more than one commercial establishment requests signs under this section, all establishments will be required to use the same sign structures. Such joint signs shall not exceed the sign restrictions for the individual signs.

c. Maintenance: Signs erected under this section shall be structurally sound and maintained to the satisfaction of the City/County, or to the regional shopping center so as not to become a nuisance to the surrounding businesses or to the public.

d. Sign design, color and construction: The entire sign structure shall be of neutral colors, white, cream, tan or beige. Sign panels shall be coordinated with other directional signs and may be of any color except fluorescent, dayglo, or other reflective or brilliant colors.

e. Signs shall be the minimum number necessary to direct traffic to the establishment: Such signs may only contain the name of the establishment, a directional arrow, or directional words.

f. Supporting structure of ground signs shall be of solid construction, at least two-thirds the dimension of the width and thickness of the sign it supports.

8. Approval: A master sign plan that indicates the location and conformance with this section shall be required to be submitted for review and approval by the City/County.

H. FLAGS

1. Maximum Height:

Building Height	Maximum Height of Pole	Maximum Flag Size
1 story	20 feet	3 X 5
2 stories	25 feet	4 X 6
3-4 stories	30 feet	5 X 8
5 stories or more	35 feet	6 X 10

2. Setback: 10 feet.

3. Limitation in Number: One (1) per street frontage. Additional flags may be permitted through the official development plan process, subject to approval by the planning commission or city council as required.

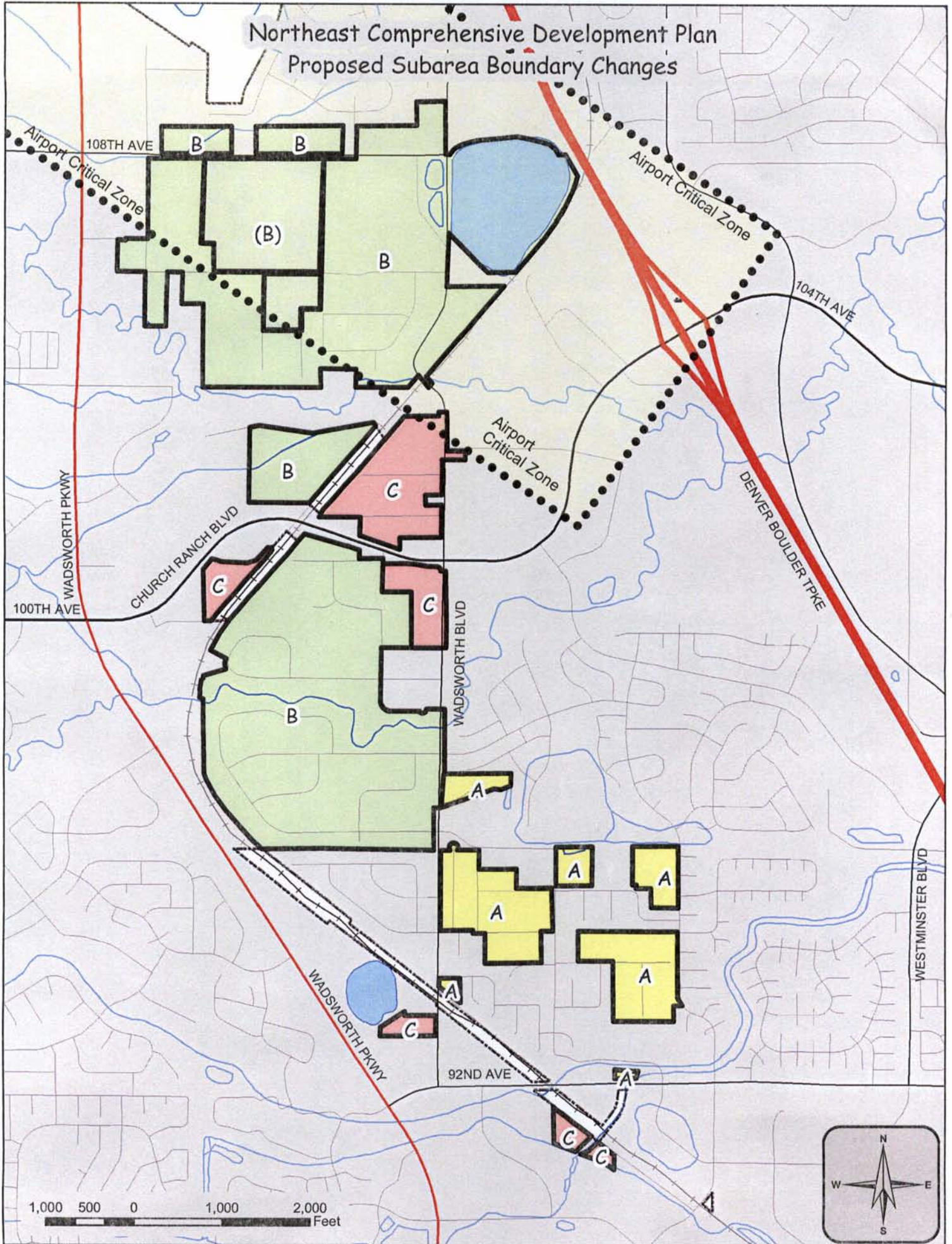
4. Maximum Area: Total area of all flags in excess of that shown in the above table shall be included in the maximum allowable area for wall signs on the site

VARIANCES

A. Each jurisdiction will follow it's own appeal/variance process.

1. There are special circumstances or conditions such as the existence of buildings, topography, vegetation, sign structures, or other matters on adjacent lots or within the adjacent public right of way which would substantially restrict the effectiveness of the sign in question provided, however, that such special circumstances or conditions must be peculiar to the particular business or enterprise to which the applicant desires to draw attention and do not apply generally to all businesses or enterprises.
2. The variance, if authorized, will weaken neither the general purpose of the sign code nor the zoning regulations prescribed for the zoning district in which the sign is located.
3. The variance, if authorized, will not alter the essential character of the zoning district in which the sign is located.
4. The variance, if authorized, will not substantially or permanently injure the appropriate use of adjacent conforming property.
5. The board of adjustment may not grant any application for a type of sign that would not otherwise be permitted under this code.

Northeast Comprehensive Development Plan Proposed Subarea Boundary Changes





Agenda Item 10 E-J

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Public Hearing and Action on the Annexation, Comprehensive Land Use Plan Amendment, Zoning, and Preliminary/Official Development Plan for the MY Business Park Development

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Resolution No. 51 making certain findings of fact as required under Section 31-12-110 C.R.S.
3. Pass Councillor's Bill No. 50 on first reading approving the annexation of the MY Business Park property.
4. Pass Councillor's Bill No. 51 on first reading approving the Comprehensive Land Use Plan amendment for the MY Business Park property changing the designation from Northeast Comprehensive Development Plan to Business Park. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed; and
 - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
5. Pass Councillor's Bill No. 52 rezoning the MY Business Park property from Jefferson County P-D to Planned Unit Development (PUD). This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.
6. Approve the combined Preliminary and Official Development Plan (PDP/ODP) for the MY Business Park property as submitted. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

Summary Statement

- The MY Business Park property is a 5-acre parcel located at the northeast corner of 108th Avenue and Zephyr Street. A Planned Development was approved for the site by Jefferson County in 1987.
- The applicants are proposing a total of 62,988 square feet of office/warehouse flex space.
- The property is subject to the provisions of the Northeast Comprehensive Development Plan that permits this type of use.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on September 13, 2006, and voted unanimously (6-0) to recommend the City Council approve the annexation of the MY Business Park property; that the CLUP be amended from Northeast Comprehensive Development Plan to Business Park; that the subject property be zoned Planned Unit Development; and the approval of the combined Preliminary and Official Development Plan as submitted.

One individual spoke in opposition, expressing disappointment that the property would be developed as a commercial site. Two others asked for clarification of what would happen to 108th Avenue, clarification of large semi trucks not being permitted, and that there would not be any rooftop equipment. The owner responded that the association would self-police the property and that the roof was pitched with no rooftop equipment. The owner answered that the association would self police the property and that the roof was pitched with no rooftop equipment.

Policy Issues

1. Should the City annex the MY Business Park property?
2. Should the City approve a Comprehensive Land Use Plan amendment for the MY Business Park property changing the designation from Northeast Comprehensive Development Plan to Business Park?
3. Should the City approve the rezoning of the MY Business Park property from P-D (Jefferson County) to PUD?
4. Should the City approve the MY Business Park combined Preliminary/Official Development Plan for the MY Business Park Development?

Alternatives

1. Recommend the City Council deny the annexation of the MY Business Park property. If this action is taken, the property will remain unincorporated and subject to County development requirements.
2. Recommend the City Council approve the annexation of the MY Business Park property, but that the combined PDP/ODP be denied or approved with revisions/conditions.

Background Information

Nature of Request

The applicants are requesting annexation and approval of an office/warehouse flex space development at the northeast corner of 108th Avenue and Zephyr Street. The project would consist of approximately 30,000 square feet of office and 32,000 square feet of warehouse space, and will provide significant buffering for the Green Knolls subdivision located directly to the north. The buildings adjacent to Green Knolls will be single story and have pitched roofs to appear more residential in character.

Location

The site is located at the northeast corner of 108th Avenue and Zephyr Street. (Please see attached vicinity map).

Comprehensive Land Use Plan Analysis

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

1. The proposed amendment must, “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” In 1996, the City jointly adopted the Northeast Comprehensive Development (NECDP) plan which was also adopted into the City’s CLUP. Because this property is located within the Jefferson County Airport Critical Zone, the NECDP prohibits any new residential to be built on this site. The proposed office park use is consistent with the goals of that plan.
2. The proposed amendment must, “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:
 - Goal A1 – Growth will occur in a manner that balances the pace of development with the City’s ability to provide quality services.
 - Policy A1c – Annexation of County enclaves will be considered on a case by case basis, taking into consideration fiscal, social and land use factors. The City already serves this street with water and sewer facilities and the proposed new home can be accommodated within that system. The proposed use of the property will not be changed as a result of this annexation.
 - Goal E1 – Increase employment opportunities through the development of easily accessible, well designed and planned light industrial, office, research, and other employment centers.
 - Policy E1a – Continue programs to retain and attract new businesses and plan for sufficient strategically located land for new employment centers.

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

3. The proposal must, “Be compatible with existing and surrounding land uses.” The proposal includes the construction of an 8-foot tall masonry wall and strong landscaping to mitigate impacts to the Green Knolls subdivision. Traffic to the site will not go through the neighborhood since easy access is provided from 108th Avenue. The proposed architecture will include stone and stucco construction with pitched roofs to appear more residential in character.
4. The proposal must, “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” While the development will have impacts, all have been mitigated to the satisfaction of City staff as shown on the proposed ODP. The property in question is already served by City water and sanitary services. 108th Avenue will be expanded to a minor arterial when funds permit and the applicant will dedicate the right-of-way needed to accomplish that, and will contribute the usual cash-in-lieu of improvements for any curb, gutter and pavement that cannot be installed at this time. This property will be served with the City’s reclaimed water system.

Public Notification

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

- Published Notice: Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on August 17, 2006.
- Property Posting: Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on August 31, 2006.
- Written Notice: At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on August 31, 2006.

Applicant/Property Owner
Norm Moormeier/MY Realty, LLC.

Surrounding Land Use and Comprehensive Land Use Plan Designations

Development Name	Zoning	CLUP Designation	Use
North, Green Knolls Subdivision	PUD	R-3.5 Residential	Residential
West, Green Knolls Subdivision (across Zephyr Street)	PUD	R-3.5 Residential	Residential
East, Unincorporated Jefferson County	PD	Northeast comprehensive Development Plan	Vacant
South, Unincorporated Jefferson County	A-2 (Jefferson County)	Northeast Comprehensive Development Plan	Rural residential

Site Plan Information

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

- Traffic and Transportation: This development will have a single full turn access point on 108th Avenue. Traffic will circulate through the site within a circular loop drive. The applicant has dedicated the necessary right-of-way for the future expansion of 108th Avenue.
- Site Design: A row of 4 single story “flex” space (office/warehouse) units will be constructed along the north property line, and a single 2 story office building along the 108th Avenue frontage. All of the buildings will be accessed off of a circular drive within the site.
- The site drains generally from the northwest to the southeast, and the detention pond is therefore located at the southeast corner of the site. Three retaining walls will be required at the northwest corner and will be separated by the required 7 feet of landscaped area.
- Landscape Design: All minimum requirements of the landscape guidelines will be met within this development. The rear of the property will have extra evergreen trees in order to provide a significant buffer for the residents of the Green Knolls subdivision.
- Public Land Dedication/School Land Dedication: Not applicable for commercial properties.
- Parks/Trails/Open Space: There are no existing or proposed trails that impact this development.
- Architecture/Building Materials: The structures within this development will all be constructed with stone and stucco facades on all sides with earth tone colors.
- Signage: As per City Code, one monument sign will be permitted for this development. All wall signs shall conform to Code as well.
- Lighting: Standard light fixtures are proposed for the parking lot that will minimize any off-site migration of light.

Service Commitment Category

Approximately 12 Service Commitments will be required, to be allocated out of Category C. Exact number of Service Commitments shall be determined at time of building permit issuance.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Jefferson County, and Xcel Energy. Staff received responses from Jefferson County in which they expressed no concerns with the proposed development.

Neighborhood Meeting and Public Comments

The neighborhood meeting for this project was held on June 8. A total of 18 neighbors attended. At the meeting, support was expressed for the masonry wall to be built on the northern property line, and for the architecture and proposed setbacks. The adjacent residents supported the proposed use with the understanding that the buildings along the north property line would be one story structures only. The site plan has accommodated that concern.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Exhibit A (CLUP Map)
- Exhibit B (Zoning Map)
- Findings Resolution
- Annexation Ordinance
- CLUP Ordinance
- Zoning Ordinance
- Combined PDP/ODP
- Criteria and Standards for Land Use Applications

RESOLUTION

RESOLUTION NO. **51**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, ALSO KNOWN AS THE MY BUSINESS PARK PROPERTY.

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

WHEREAS, City Council has previously adopted Resolution 39 finding the Petition to be in substantial compliance with the provisions of Section 31-12-107(1), C.R.S., and;

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

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

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

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:
 - a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;
 - b. That the annexation will not result in the detachment of this area from its current school district;
 - c. That the annexation will not result in the extension of the City's boundary, as of September 25, 2006, more than three (3) miles in any direction;
 - d. That the City of Westminster has in place a plan for the area proposed to be annexed; and
 - e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.
4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.
5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to Section 31-12-111, C.R.S.

PASSED AND ADOPTED this 25th Day of September, 2006.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **50**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO.**

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

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

WHEREAS, City Council has heretofore adopted Resolution No.39, Series of 2006, making certain findings of fact and conclusions regarding the proposed annexation, as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the City Council has satisfied itself concerning the conformance of the proposed annexation to the Comprehensive Land Use Plan of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

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

MY Business Park Annexation

A parcel of land situated in the west half of Section 11, Township 2 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, State of Colorado, being more particularly described as follows:

Beginning at the center of said Section 11;

Thence along the east-west center line of said Section 11, south 88 degrees 56 minutes 07 seconds west 342.63 feet to a point on the southerly extension of the east line of the SW ¼, SE ¼, SE ¼, NW ¼ of said Section 11;

Thence north 0 degrees 31 minutes 52 seconds west 339.12 feet to a point on the boundary lines of Green Knolls Subdivision, Filing 2, as shown on the plat recorded at Book 74, P. 2, Reception No. 83070863, Jefferson County Records, thence along said boundary line south 88 degrees 53 minutes 24 seconds west 684.20 feet;

Thence continuing along said boundary line and its prolongation thereof south 0 degrees 20 minutes 59 seconds east 368.59 feet to a point on southerly ROW of 108th Avenue as shown on the plat of Mandalay Gardens Amended No. 1, said line also being 30' south of and parallel with the said east-west centerline;

Thence along said southerly ROW north 88 degrees 56 minutes 07 seconds east 197.61 feet to a point on the westerly line of said Mandalay Gardens amended No. 1;

Thence along said line south 0 degrees 08 minutes 07 seconds east 20.00 feet;

Thence N 88 degrees 56 minutes 07 seconds east 519.97 feet to the easterly line of said subdivision;

Thence north 1 degree 02 minutes 53 seconds west 20.00 feet to a point on a line that is 30 south of and parallel with the east-west centerline of said section;

Thence north 88 degrees 56 minutes 07 seconds east 310.34 feet to the east line of the SW ¼ of said section;

Thence along said east line of said SW ¼, north 0 degrees 12 minutes 24 seconds east 30.00 feet to the point of beginning.

Section 2. That the City Council finds that the owners of one hundred percent of the above-described area, exclusive of streets and alleys, have petitioned for annexation.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **51**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the properties described below requesting a change in the land use designations from "Northeast Comprehensive Development Plan" to "Business Park" for the My Business Park property located at the northeast corner of 108th Avenue and Zephyr Street, and consisting of 5 acres.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on September 13, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

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

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

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Goal A1, "Growth will occur in a manner that balances the pace of development with the City's ability to provide Quality services" and Policy A1a, "Annexation of County enclaves will be considered on a case by case basis taking into consideration social, fiscal and land use factors."

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designations of the properties more particularly described as follows:

A parcel of land located in the SE ¼ of the NW ¼ of Section 11, Township 2 South, Range 69 West of the 6th Principal Meridian, Jefferson County, State of Colorado, being more particularly described as follows:

Commencing at the center of said Section 11;

Thence along the east-west centerline of said Section 11, S88°56'07" W, 1027.90 feet to a point on the southerly boundary line of Green Knolls Subdivision, Filing No. 2, as shown on the plat recorded at Book 74, Page 2, Reception No. 83070863, Jefferson County Records;

Thence along said boundary line N00°23'19"W, 10.00 feet to the point of beginning;

Thence continuing along said boundary line, N00°23'19"W, 318.52 feet to the northwest corner of the SE ¼, SW ¼, SE ¼, NW ¼ of said Section 11;

Thence N88°53'07" E, along the north line of said SE ¼, SW ¼, SE ¼, NW ¼ of said Section 11, 684.38 feet to the northeast corner of the SW ¼, SE ¼, SE ¼, NW ¼ of said Section 11;

Thence S00°32'40" E along the east line of said SW ¼, SE ¼, SE ¼, NW ¼ of Section 11, 319.10 feet to a point on the northerly right-of-way line of West 108th Avenue said point being 10.00 feet north of the East-West centerline of said Section 11;

Thence along said right-of-way line and parallel to the east-west centerline of said Section 11, S88°56'07" W, 685.24 feet to the point of beginning, said parcel containing 5.01 acres, more or less.

Basis of bearing is the east-west centerline of Said Section 11, between monuments found at the center of section and the West ¼ corner which bears S88°56'07" W to "Business Park," as depicted on the map attached as Exhibit A hereto.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **52**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE AMENDING THE ZONING OF A PARCEL OF LAND,
APPROXIMATELY 5 ACRES IN SIZE, LOCATED IN SEC.11, T 2 S, R 69 W, 6TH P.M.,
JEFFERSON COUNTY, COLORADO FROM JEFFERSON COUNTY A-2 TO CITY OF
WESTMINSTER PUD.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the rezoning of the property generally located at the northeast corner of 108th Avenue and Zephyr Street, as described below, from the Jefferson County A-2 zone to a City of Westminster PUD zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.

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

c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on September 13, 2006, and has recommended approval of the requested amendments.

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

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

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

A parcel of land located in the SE ¼ of the NW ¼ of Section 11, Township 2 South, Range 69 West of the 6th Principal Meridian, Jefferson County, State of Colorado, being more particularly described as follows:

Commencing at the center of said Section 11;

Thence along the east-west centerline of said Section 11, S88°56'07" W, 1027.90 feet to a point on the southerly boundary line of Green Knolls Subdivision, Filing No. 2, as shown on the plat recorded at Book 74, Page 2, Reception No. 83070863, Jefferson County Records;

Thence along said boundary line N00°23'19"W, 10.00 feet to the point of beginning;

Thence continuing along said boundary line, N00°23'19"W, 318.52 feet to the northwest corner of the SE ¼, SW ¼, SE ¼, NW ¼ of said Section 11;

Thence N88°53'07" E, along the north line of said SE ¼, SW ¼, SE ¼, NW ¼ of said Section 11, 684.38 feet to the northeast corner of the SW ¼, SE ¼, SE ¼, NW ¼ of said Section 11;

Thence S00°32'40" E along the east line of said SW ¼, SE ¼, SE ¼, NW ¼ of Section 11, 319.10 feet to a point on the northerly right-of-way line of West 108th Avenue said point being 10.00 feet north of the East-West centerline of said Section 11;

Thence along said right-of-way line and parallel to the east-west centerline of said Section 11, S88°56'07" W, 685.24 feet to the point of beginning, said parcel containing 5.01 acres, more or less.

Basis of bearing is the east-west centerline of Said Section 11, between monuments found at the center of section and the West ¼ corner which bears S88°56'07" W to "Business Park," as depicted on the map attached as Exhibit A hereto.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

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

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

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

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

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

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

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

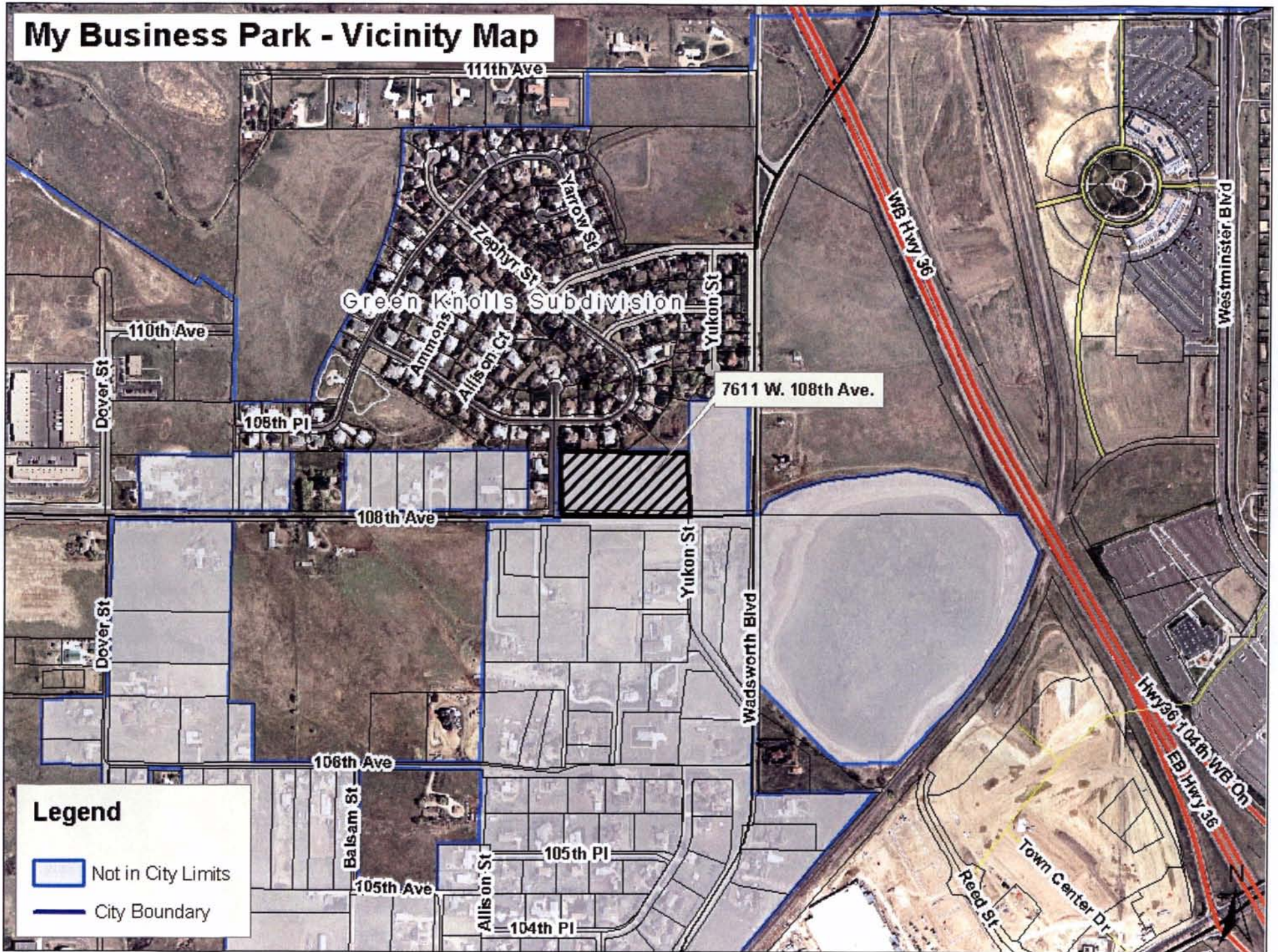
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.



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

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

My Business Park - Vicinity Map

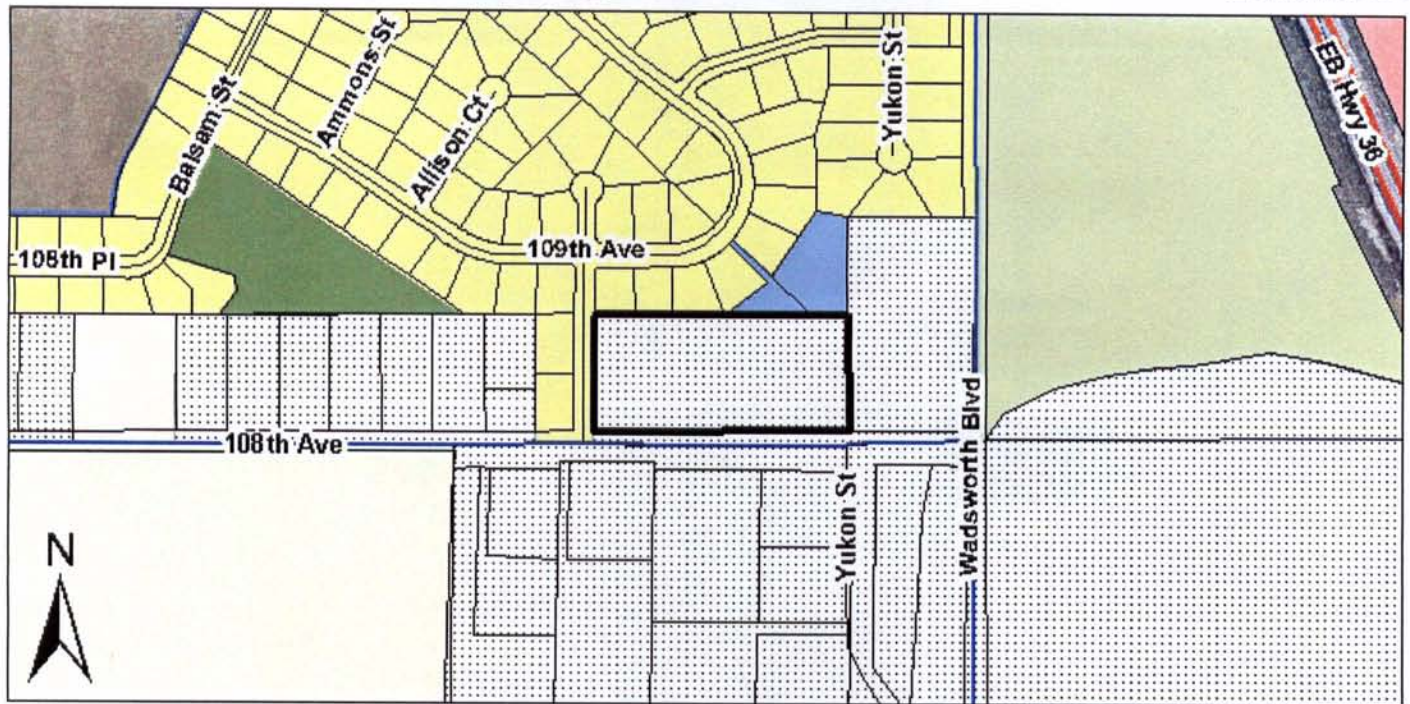


Legend

-  Not in City Limits
-  City Boundary

My Business Park CLUP Designation

Exhibit A



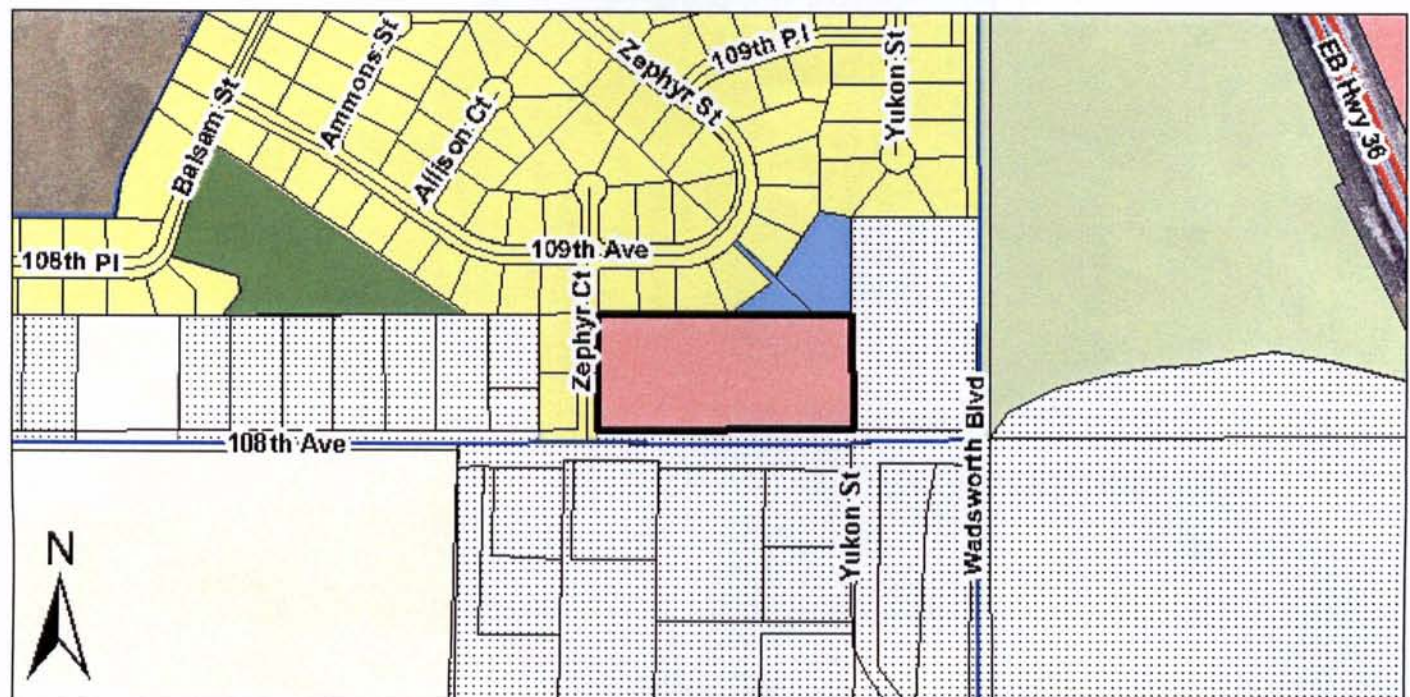
LEGEND

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

Description of Change: N.E. Comp. Dev. Plan to Business Park

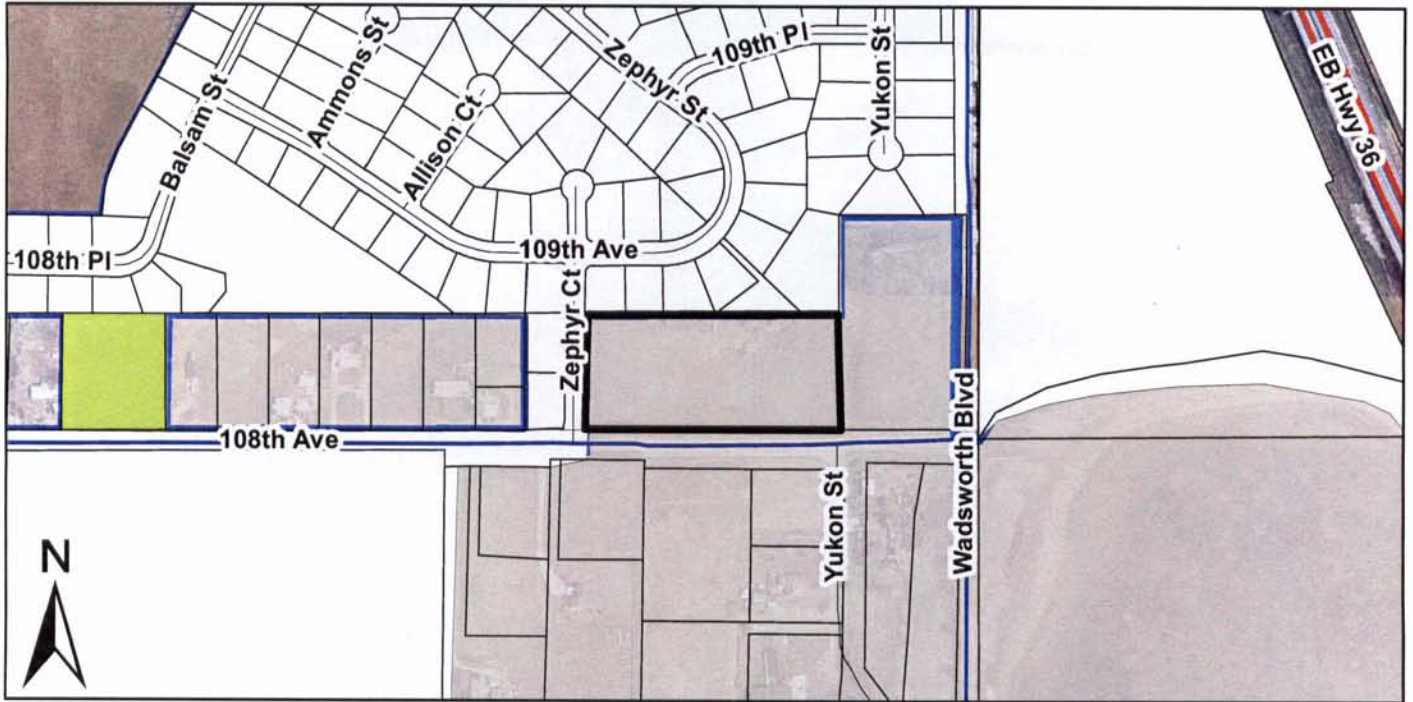


My Business Park New CLUP Designation

















My Business Park Zoning Designation

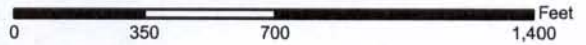
Exhibit B



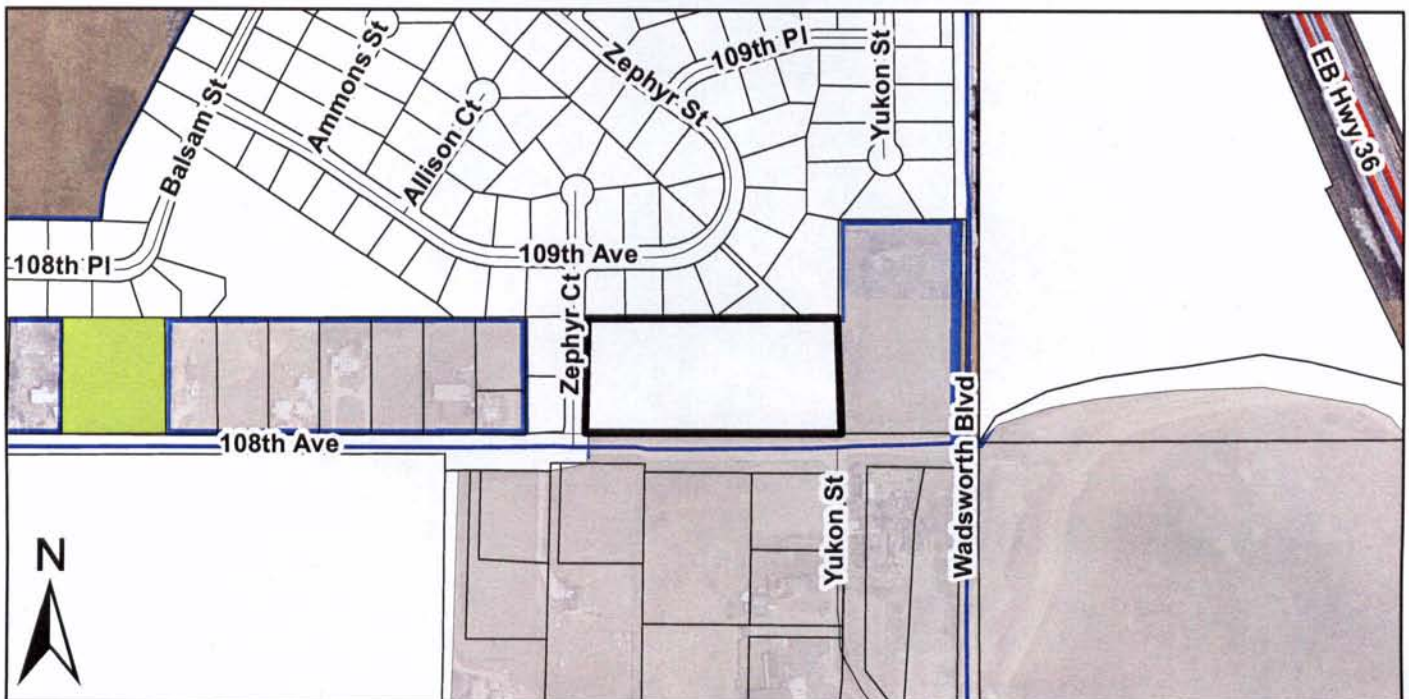
LEGEND

 B-1	 O-1	 R-1	 R-5	 T-1
 C-1	 PUD	 R-2	 R-A	 Not in City Limits
 M-1	 R-3	 R-4	 R-E	

Description of Change: Not in City Limits to PUD



My Business Park New Zoning Designation





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Public Hearing and Action on the Kerr Property Annexation,
Comprehensive Land Use Plan Amendment and Zoning

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Approve the annexation agreement for the Kerr property as submitted.
3. Adopt Resolution No. 52 making certain findings of fact regarding the Kerr property annexation as required under Section 31-12-110 C.R.S.
4. Pass Councillor’s Bill No. 53 on first reading annexing the Kerr #1 property to the City of Westminster.
5. Pass Councillor’s Bill No. 54 on first reading annexing the Kerr #2 property to the City of Westminster.
6. Pass Councillor’s Bill No. 55 on first reading amending the Comprehensive Land Use Plan for the Kerr property changing the designation from Northeast Comprehensive Development Plan to R-1 Residential. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
 - a. There is justification for the proposed change and the Plan is in need of revision as proposed; and
 - b. The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
 - c. The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d. The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
7. Pass Councillor’s Bill No. 56 on first reading approving the rezoning of the Kerr property from Jefferson County A-2 to City of Westminster R-E. This recommendation is based on a finding that the criteria set forth in Section 11-5-3 Westminster Municipal Code have been met.

Summary Statement

- Mr. Kerr owns two lots located on Ammons Circle, one fronting the street and the other in the rear with no current access to the street. The lot fronting the street is improved with a single family residence.
- In order to use the rear lot as a legal building site for an additional residence, the lots must be replatted so that the rear lot has access to the street. Both lots are over 1 acre in size and will remain so after the replatting. This will meet the minimum lot size requirements specified within the Northeast Comprehensive Development plan that governs the use of this property.
- The applicant is requesting approval of an annexation agreement that will permit the continued use of the property for a maximum of 4 horses that is permitted under current Jefferson County zoning.
- In order to meet minimum contiguity requirements the annexation must be accomplished in two parts.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on September 13, 2006, and voted unanimously (6-0) to recommend the City Council approve the annexation of the Kerr property. The Commission also recommended the approval of the proposed amendment to the CLUP to change the designation of the Kerr property from Northeast Comprehensive Development Plan to R-1, and rezoning from A-2 to R-E.

Three individuals spoke in opposition to the request, objecting in principle to annexations in this area. Another resident ask for clarification of the effects of the annexation.

Policy Issues

1. Should the City annex the Kerr property?
2. Should the City approve the annexation agreement with Mr. Kerr regarding the annexation of his property?
3. Should the City approve a Comprehensive Land Use Plan (CLUP) amendment for the Kerr property changing the designation from Northeast Comprehensive Development Plan to R-E
4. Should the City approve the rezoning of the Kerr property from A-2 to R-E?

Alternative

Make a finding that there is no community of interest with the Kerr property and take no further action. If this action is taken, the applicant may proceed with the replat of the property in the County, and the City would be required to provide water and sanitary sewer service to the property.

Background Information

Nature of Request

The applicant purchased two parcels, assuming that the vacant parcel north of the existing residence could be used as a viable building site. That parcel, however, was created without providing access to any street and must therefore be resubdivided before any building permit can be issued. This property is subject to the provisions of the Northeast Comprehensive Development Plan that requires a minimum lot size of 1 acre in this area. Both proposed lots will meet this criteria. In order to meet minimum contiguity requirements the annexation must be accomplished in two parts.

The first annexation will include a portion of the adjacent railroad right-of-way in order to achieve the necessary contiguity. The amount of the railroad right-of-way annexed is dictated by the need for one-sixth contiguity and by the requirement that the railroad right-of-way be less than 50% of the total area annexed. The remainder of right-of-way south of Church Ranch Boulevard will be annexed as part of another pending annexation.

The applicant is requesting the approval of an annexation agreement that would in essence permit the use of the property for horses. Under current County zoning, 4 horses would be permitted and this agreement would simply continue that as an allowed use in perpetuity.

Location

The site is located at 9931 Ammons Circle (please refer to the attached vicinity map).

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

1. The proposed amendment must, “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” The Northeast Comprehensive Development Plan (NECDP) has been adopted into the City’s CLUP. The NECDP states that this subarea shall be maintained as a low density residential area where current uses are permitted to remain. The applicant’s request for large lot residential horse property is consistent with that goal.
2. The proposed amendment must, “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:
 - Goal A1 – Growth will occur in a manner that balances the pace of development with the City’s ability to provide quality services.
 - Policy A1c – Annexation of County enclaves will be considered on a case by case basis, taking into consideration fiscal, social and land use factors. The City already serves this street with water and sewer facilities and the proposed new home can be accommodated within that system. The use of the property will not be changed as a result of this annexation.

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

3. The proposal must, “Be compatible with existing and surrounding land uses.” As stated above, no change in use or density is proposed for this property. The area is surrounded by large lot rural properties.
4. The proposal must, “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” As no change in use is proposed, there should be no detrimental impacts to the area if the annexation is approved.

Public Notification

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

- Published Notice: Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on August 17, 2006.
- Property Posting: Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on August 31, 2006.
- Written Notice: At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on August 31, 2006.

Applicant/Property Owner

James Kerr

Surrounding Land Use and Comprehensive Land Use Plan Designations

Development Name	Zoning	CLUP Designation	Use
North, Mandalay Gardens	A-2 (Jefferson County)	Northeast Comprehensive Development Plan	Rural Residential
West, Mandalay Gardens and BNSF Railroad Right-of-Way	A-2 (Jefferson County)	Northeast Comprehensive Development Plan	Rural Residential
East, Mandalay Gardens	A-2 (Jefferson County)	Northeast Comprehensive Development Plan	Rural Residential
South, Mandalay Gardens	A-2 (Jefferson County)	Northeast Comprehensive Development Plan	Rural Residential

Site Plan Information

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

- Traffic and Transportation: The two lots will be replatted so that the lot to the south will grant 20 feet of frontage to the property to the north. This will give that back lot access to Ammons Circle, while maintaining the minimum lot size for both lots.
- Site Design: There will be no change to the southern lot. The back lot will be developed in accordance with the provisions of the R-E zone district, except that if, the annexation agreement is approved, a maximum of four horses will be permitted on that lot.

Service Commitment Category

Any new residence will be allocated one Service Commitment out of Category A-1.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Jefferson County. Staff received no responses.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Exhibit A (CLUP Map)
- Exhibit B (Zoning Map)
- Annexation Agreement
- Findings Resolution
- Annexation Ordinance (Kerr 1)
- Annexation Ordinance (Kerr 2)
- CLUP Amendment Ordinance
- Zoning Ordinance
- Criteria and Standards for Land Use Applications

Annexation Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF WESTMINSTER (“City”) and JAMES KERR (“Owner”).

WHEREAS, Mr. Kerr is the owner of the properties described Lots 1 and 2 on Exhibit “A” attached hereto (the “Properties”), and

WHEREAS, the owner intends to petition the City for annexation of the Properties to the City; and

WHEREAS, the City and the Owner agree that there would be mutual benefits to be realized from the annexation of the Properties to the City; and

WHEREAS, the City and the Owner wish to set forth the terms upon which such annexation will occur.

NOW, THEREFORE, in consideration of the above premises, the covenants, promises, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Annexation.

Except as otherwise specifically modified by this agreement, the annexation and subsequent development of the Properties shall be subject to all City ordinances, rules, regulations and policies. The annexation of the Properties will not be deemed effective until its final approval by the City Council, recording of the Annexation Plat and Annexation Ordinance with the Jefferson County Clerk and Recorder, and the execution and recording of this Annexation Agreement.

2. Platting.

The Owner agrees to plat both Lots 1 and 2 so that Lot 1 is granted a twenty (20) foot wide access to Ammons Circle. Said access shall be a part of Lot 1 and not an easement. Upon recordation of the Plat with the Jefferson County Clerk and Recorder, Lot 1 shall be considered a legal building site for a single family detached residence.

3. Water and Sewer Services.

The City agrees to provide water and sanitary sewer service to the property in accordance with the provisions of the Standley Lake Water and Sanitation District Dissolution Agreement, and in accordance with all City ordinances and policies.

4. Zoning.

City Staff shall recommend to the City Planning Commission and the City Council that the Property be zoned R-E. The City shall adopt the zoning ordinance for the Property prior to final enactment of the annexation ordinance. The Owner may withdraw its petition for annexation in the event the property is not zoned R-E prior to second reading of the annexation ordinance. All future development of the Properties shall be developed in accordance with City Code.

In recognition of the owner’s current A-2 zoning within Jefferson County, the City shall permit a maximum of 4 horses too be kept on Lot 1. All other uses shall conform to the provisions of the R-E zone district.

5. Annexation Fees.

Any fees due for the annexation of the Property pursuant to this agreement shall be paid by the Owner in accordance with City policy.

6. Recording and Annexation Agreement.

This Annexation Agreement shall be recorded with the Jefferson County Clerk and Recorder. The terms and conditions of this Annexation Agreement shall inure to the benefit of and be binding upon the successors in interest or the legal representatives of the parties, including all heirs, transferees, successors, assigns, purchasers, lessors, and subsequent owners of any lot or parcel within the Property, and all such provisions and conditions shall be deemed as covenants running with the Property.

7. No Waiver.

Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or negation of the City's legislative, governmental, or police powers to promote and protect the health, safety or general welfare of the City and its citizens, nor shall this Agreement prohibit the application by the City of any future fee that is uniform or of general application.

8. Severability.

The fact that any portion of this Agreement may be held unenforceable shall not affect the enforceability of the remaining portions hereof, it being the intent of the parties that any such unenforceable provisions shall be deemed severable from the remaining provisions of this Agreement. No waiver of any provision hereof in any circumstance shall constitute a waiver of such provision in other instances.

9. Entire Agreement.

This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. Except as specifically modified herein, this Agreement shall be construed in a manner that makes it consistent with the City Code and City Charter. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. This Agreement may not be modified except in writing and executed with the same formalities as this Agreement.

CITY OF WESTMINSTER

By _____
J. Brent McFall
City Manager

ATTEST:

City Clerk _____

OWNER:

By James Kerr _____

STATE OF COLORADO)

)ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2006, by _____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

RESOLUTION

RESOLUTION NO. **52**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

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

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

WHEREAS, City Council has previously adopted Resolution 44 finding the Petition to be in substantial compliance with the provisions of Section 31-12-107(1), C.R.S., and;

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

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

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

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

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

b. That the annexation will not result in the detachment of this area from its current school district;

c. That the annexation will not result in the extension of the City's boundary, as of September 25, 2006, more than three (3) miles in any direction;

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

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

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

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

PASSED AND ADOPTED this 25th Day of September, 2006.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **53**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

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

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

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

WHEREAS, City Council has heretofore adopted Resolution No.44, Series of 2006 making certain findings of fact and conclusions regarding the proposed annexation, as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the City Council has satisfied itself concerning the conformance of the proposed annexation to the Comprehensive Land Use Plan of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

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

Kerr 1 Annexation

A parcel of land being a portion of Tract 65 B, Mandalay Gardens, a subdivision recorded at Reception No. 194693, Jefferson County Public Records and all of Lot 20, Wadsworth Acres, a subdivision recorded at Reception No. 62919166 and in Book 23, Page 22 said Jefferson County Public Records located in the west one-half of Section 14, Township 2 South, Range 69 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the west one-quarter of said Section 14;

Thence N89°52'19" E along the southerly line of the northwest one-quarter of said Section 14 a distance of 95.92 feet to the point of beginning;

Thence N 40°08'18" E along the westerly line of the Colorado & Southern Railroad, a distance of 26.21 feet;

Thence N 89°52'19" E, a distance of 196.52 feet to a point on the easterly line of said Colorado & Southern Railroad;

Thence N 40°02'12" E along said easterly line a distance of 351.75 feet;

Thence S 49°57'48" E, a distance of 20.00 feet;

Thence S 40°02'12" W, a distance of 361.04 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence S 89°52'19" W along said southerly line a distance of 222.79 feet to the point of beginning

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **54**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

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

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

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

WHEREAS, City Council has heretofore adopted Resolution No.44, Series of 2006 making certain findings of fact and conclusions regarding the proposed annexation, as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the City Council has satisfied itself concerning the conformance of the proposed annexation to the Comprehensive Land Use Plan of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

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

Kerr 2 Annexation

A parcel of land being a portion of Tract 65 B, Mandalay Gardens, a subdivision recorded at Reception No. 194693, Jefferson county Public Records and all of Lot 20, Wadsworth Acres, a subdivision recorded at Reception No. 62919166 and in Book 23, Page 22 said Jefferson County Public Records located in the west one-half of Section 14, Township 2 South, Range 69 West of the 6th Principal Meridian, more particularly described as follows;

Commencing at the west one-quarter of said Section 14;

Thence N 89°52'19" E, along the south line of the northwest one-quarter a distance of 318.67 feet to the point of beginning;

Thence along the westerly line of a parcel of land annexed to the City of Westminster as Kerr Annexation #1 the following two (2) courses;

1. N 40°02'12" E, a distance 361.04 feet;
2. N 49°57'48" W, a distance of 20.00 feet to a point on the easterly line of the Colorado & Southern Railroad;

Thence N 40°02'12" E along said southerly line a distance of 50.50 feet to the southwesterly corner of a parcel of land being a portion of said Tract 65B, Mandalay Gardens, described by deed at Reception No. F0933466 said Jefferson County Public Records;

Thence N 89°52'19" E along the southerly of said Parcel A distance of 122.47 feet to the northwesterly corner of a parcel of land being said portion of Tract 65B, Mandalay Gardens, described by deed at Reception No. F1073651 Jefferson County Public Records;

Thence S 00°07'41" E along the westerly line of said parcel of land a distance of 327.40 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence N 89°52'19" E along said southerly line a distance of 63.70 feet to the northwesterly corner of Lot 19, said Wadsworth Acres;

Thence S 00°01'20" W along the westerly line of said Lot 19 a distance of 149.31 feet to the northerly right-of-way line of West Ammons Circle;

Thence along said northerly right-of-way line the following two (2) courses;

1. N 89°58'41" W, a distance of 232.00 feet;
2. Along the arc of a curve to the left whose chord bears S 83°10'04" W, a distance of 44.92 feet, having a radius of 188.20 feet, a delta angle of 13°42'30", and an arc length of 45.03 feet to the southeasterly corner of Lot 21; said Wadsworth Acres;

Thence N 12°13'34" W along the easterly line of said Lot 21 a distance of 157.44 feet to point on said southerly line of the northwest one-quarter of Section 14;

Thence S 89°52'19" W along said southerly line a distance of 129.33 feet to the point of beginning

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **55**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the properties described below, requesting a change in the land use designations from "Northeast Comprehensive Development Plan" to "R-1, Residential" for the Kerr property located at 9931 Ammons Circle, consisting of approximately 3 acres.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on September 13, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

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

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

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Goal A1, "Growth will occur in a manner that balances the pace of development with the City's ability to provide Quality services" and Policy A1a, "Annexation of County enclaves will be considered on a case by case basis taking into consideration social, fiscal and land use factors."

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designations of the properties more particularly described as follows:

A parcel of land being a portion of Tract 65 B, Mandalay Gardens, a subdivision recorded at Reception No. 194693, Jefferson County Public Records and all of Lot 20, Wadsworth Acres, a subdivision recorded at Reception No. 62919166 and in Book 23, Page 22 said Jefferson County Public Records located in the west one-half of Section 14, Township 2 South, Range 69 West of the 6th Principal Meridian, more particularly described as follows;

Commencing at the west one-quarter of said Section 14;

Thence N89°52'19" E, along the south line of the northwest one-quarter a distance of 292.50 feet to a point on the easterly line of the Colorado and Southern Railroad said point also being the Point of Beginning;

Thence N40°02'12" E along said easterly line a distance of 428.43 feet to the southwesterly corner of a parcel of land being a portion of said Tract 65B, Mandalay Gardens, described by deed at Reception No. F0933466 Jefferson County Public Records;

Thence N89°52'19" E along the southerly of said parcel a distance of 122.47 feet to the northwesterly corner of a parcel of land being a portion of said Tract 65B, Mandalay Gardens, described by deed at Reception No. F1073651 Jefferson County Public Records;

Thence S00°07'41" E along the westerly line of said parcel of land a distance of 327.40 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence N89°52'19" E along said southerly line a distance of 63.70 feet to the northwesterly corner of Lot 19, said Wadsworth Acres;

Thence S009°01'20" W along the westerly line of said Lot 19 a distance of 149.31 feet to the northerly right-of-way line of West Ammons Circle;

Thence along said northerly right-of-way line the following two (2) courses;

1. N89°58'41" W, a distance of 232.00 feet;
2. Along the arc of a curve to the left whose chord bears S83°10'04" W, a distance of 44.92 feet, having a radius of 188.20 feet, a delta angle of 13°42'30", and an arc length of 45.03 feet to the southeasterly corner of Lot 21, said Wadsworth Acres;

Thence N12°13'34" W along the easterly line of said Lot 21 a distance of 157.44 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence S89°52'19" W along said southerly line a distance of 152.50 feet to the point of beginning, containing 129.181 sq. ft. or 2.97 acres more or less;

Having laid out, subdivided and platted the same into lots under the name and style of Kerr Subdivision to "R-1, Residential," as depicted on the map attached as Exhibit A hereto.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25 of September, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **56**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING OF A PARCEL OF LAND AT 9931 AMMONS CIRCLE, APPROXIMATELY 3 ACRES IN SIZE, LOCATED IN SEC. 14, T2S, R69W, 6TH P.M., JEFFERSON COUNTY, COLORADO FROM JEFFERSON COUNTY A-2 TO CITY OF WESTMINSTER R-E.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the rezoning of the property generally located at 9931 Ammons Circle, Jefferson County, as described below, from the Jefferson County A-2 zone to a City of Westminister R-E zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.

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

c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on September 13, 2006, and has recommended approval of the requested amendments.

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

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

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

A parcel of land being a portion of Tract 65 B, Mandalay Gardens, a subdivision recorded at Reception No. 194693, Jefferson County Public Records and all of Lot 20, Wadsworth Acres, a subdivision recorded at Reception No. 62919166 and in Book 23, Page 22 said Jefferson County Public Records located in the west one-half of Section 14, Township 2 South, Range 69 West of the 6th Principal Meridian, more particularly described as follows;

Commencing at the west one-quarter of said Section 14;

Thence N89°52'19" E, along the south line of the northwest one-quarter a distance of 292.50 feet to a point on the easterly line of the Colorado and Southern Railroad said point also being the Point of Beginning;

Thence N40°02'12" E along said easterly line a distance of 428.43 feet to the southwesterly corner of a parcel of land being a portion of said Tract 65B, Mandalay Gardens, described by deed at Reception No. F0933466 Jefferson County Public Records;

Thence N89°52'19" E along the southerly of said parcel a distance of 122.47 feet to the northwesterly corner of a parcel of land being a portion of said Tract 65B, Mandalay Gardens, described by deed at Reception No. F1073651 Jefferson County Public Records;

Thence S00°07'41" E along the westerly line of said parcel of land a distance of 327.40 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence N89°52'19" E along said southerly line a distance of 63.70 feet to the northwesterly corner of Lot 19, said Wadsworth Acres;

Thence S009°01'20" W along the westerly line of said Lot 19 a distance of 149.31 feet to the northerly right-of-way line of West Ammons Circle;

Thence along said northerly right-of-way line the following two (2) courses;

1. N89°58'41" W, a distance of 232.00 feet;
2. Along the arc of a curve to the left whose chord bears S83°10'04" W, a distance of 44.92 feet, having a radius of 188.20 feet, a delta angle of 13°42'30", and an arc length of 45.03 feet to the southeasterly corner of Lot 21, said Wadsworth Acres;

Thence N12°13'34" W along the easterly line of said Lot 21 a distance of 157.44 feet to a point on said southerly line of the northwest one-quarter of Section 14;

Thence S89°52'19" W along said southerly line a distance of 152.50 feet to the point of beginning, containing 129.181 sq. ft. or 2.97 acres more or less;

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

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

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

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

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

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

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

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

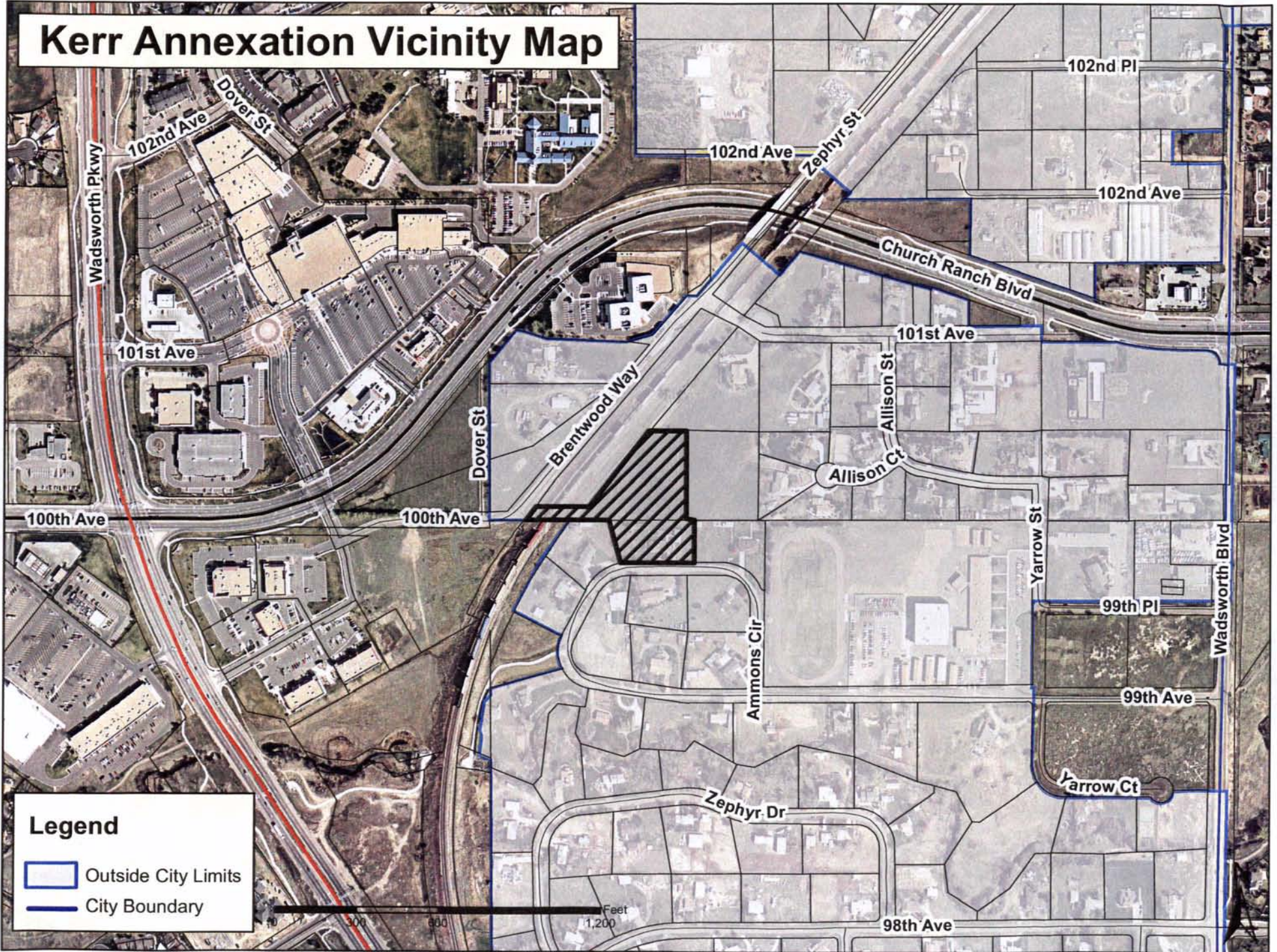
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.



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

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

Kerr Annexation Vicinity Map

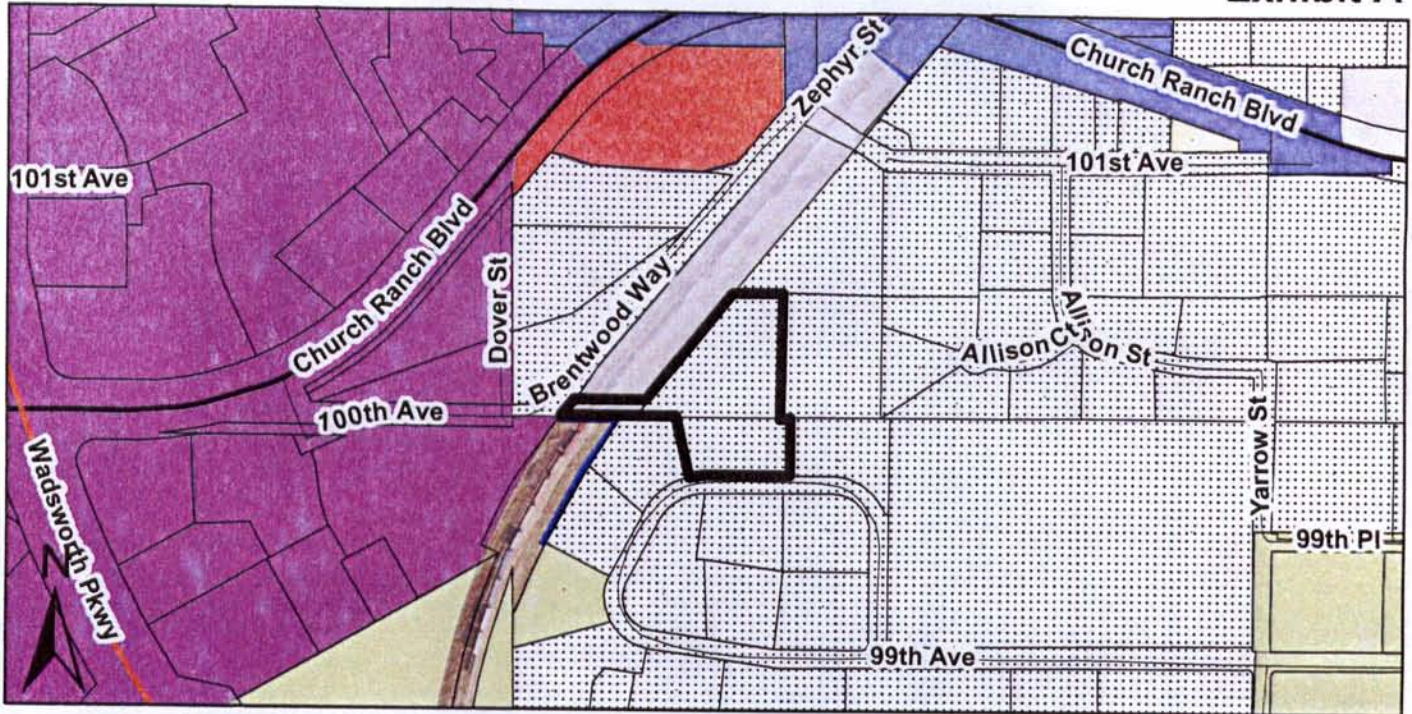


Legend

-  Outside City Limits
-  City Boundary

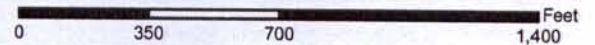
Kerr Property CLUP Designation

Exhibit A

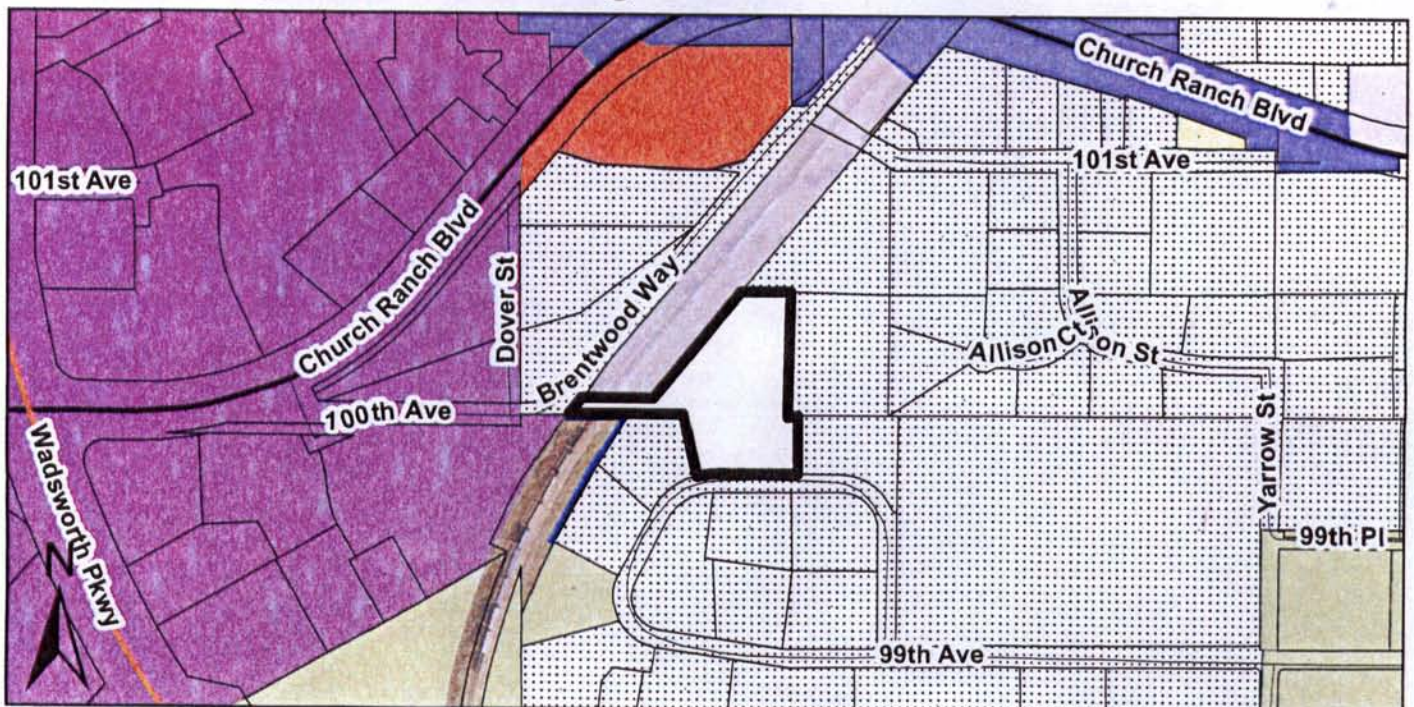


LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

Description of Change: N.E. Comp. Dev. Plan to R-1

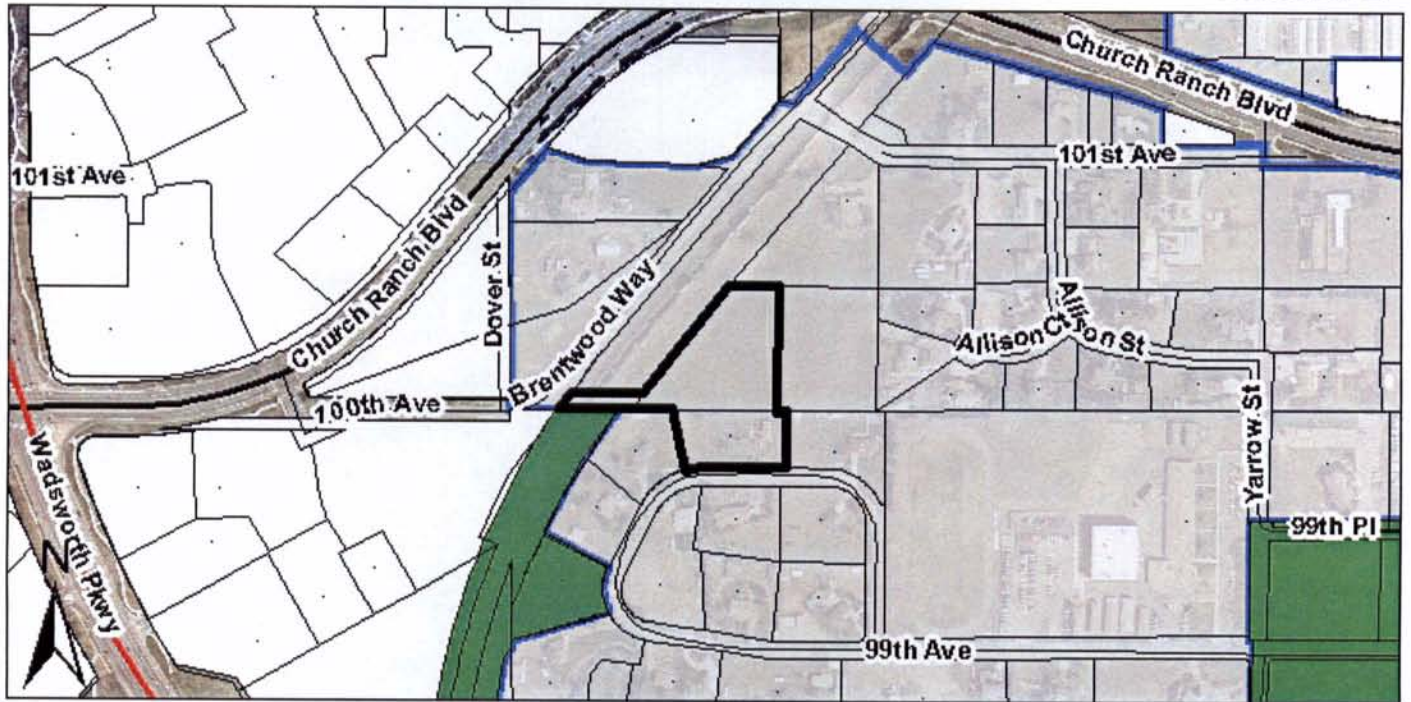


Kerr Property New CLUP Designation



Kerr Property Zoning Designation

Exhibit B



LEGEND

 B-1	 O-1	 R-1	 R-5	 T-1
 C-1	 PUD	 R-2	 R-A	 Not in City Limits
 M-1	 R-3	 R-4	 R-E	

Description of Change: Not in City Limits to R-E



Kerr Property New Zoning Designation





WESTMINSTER

Department of Community Development

ANNEXATION PETITION

1. It is desirable and necessary that the area shown on the attached annexation map be annexed into the City of Westminster.
2. The requirements of Sections 31-12-104 and 31-12-105 C.R.S. 1973, as amended, exist or have been met.
3. The signers of this petition comprise the landowners of more than fifty percent of the territory included in the area proposed to be annexed exclusive of streets and alleys.
4. The undersigned hereby request the City of Westminster to approve the annexation of the area proposed to be annexed.

5. Signature of landowner *James Kerr* *
 Title James Kerr cell 303-931-9139

6. Mailing address of signer 9931 Amman ci-
Broomfield Co 80021

7. Legal description of land owned by signer:
 See Exhibit A Attached

8. Date of Signing 7/21/06

9. Subscribed and sworn to before me this 21st day of July,
 2006.

Witness my hand and Official Seal.

My Commission expires 2-27-07

Eva Dianne Ayers
 Notary Public



* No signature is valid if date is more than 180 days prior to filing the Petition with the City Clerk.
 My Commission Expires 2/27/07



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
September 25, 2006



SUBJECT: Councillor's Bill No. 57 re Economic Development Agreement for Sedona, LLC Development

Prepared By: Susan F. Grafton, Economic Development Manager

Recommended City Council Action

Pass Councillor's Bill No. 57 on first reading authorizing the City Manager to execute and implement an Economic Development Agreement (EDA) with Sedona, LLC Development. The EDA totals \$63,398, including \$38,280 in construction use tax rebates; \$15,000 in equipment use tax rebates at move-in; and a \$10,118 reduction in recoveries.

Summary Statement

- The 31,000 square foot Class A office space will be built at the northwest corner of 124th Avenue and Huron Street.
- The project is expected to office approximately 65 employees new to this area of Westminster.
- Assistance is based on the City's desire to have high quality office space to attract high paying employers.

Expenditure Required: \$53,280 in use tax rebates
\$10,118 in recovery reduction

Source of Funds: The EDA will be funded through revenue received from construction use tax, sales and use tax on furnishings and equipment at move in and partial waiver of recoveries.

Policy Issue

Does Council desire to provide assistance to Sedona, LLC Development to encourage high quality office development?

Alternatives

Do Nothing: Though the City may not lose the project if no assistance is provided, it is likely that the project will have to find ways to cut cost and thus reduce landscaping and architectural upgrades.

Provide Less: Less assistance could be provided but the recommended assistance is consistent with other EDA’s provided in this area.

Provide More: A greater amount of funding could be provided. It is staff’s opinion that additional assistance is not needed.

Background Information

Larry Gayeski and a group of other investors have combined to form Sedona, LLC Development. The group has completed the planning process for a 31,000 square foot office building with 23,000 square feet of medical use and 4,000 square feet of other office type uses.

The project has many architectural enhancements not typically seen in speculative office projects in the north area. These include exterior granite finishes, a floor to ceiling glass atrium, varying roof lines, tower elements and specialized interior finishes on the second story to attract very high end office users. Staff is pleased to have such a high quality project located along Huron Street.

The developer requested economic development assistance in two areas: reduction of recoveries and rebate of sales / use tax. The recovery relates to the construction of a 30 inch water main in Huron Street from 120th to 136th Avenues. The line was installed to serve development north of Park Centre. In the past, the City has reduced the recovery amount for those developments that are unable to tap and utilize the line from \$33.09 per linear foot to \$2.13. The Sedona project qualifies for this reduction.

The developer expects to incur over \$7.6 million in development and furnishing costs. This will result in approximately \$183,990 in sales and use tax for the City at move-in.

Proposed Assistance

Staff recommends the following assistance based on past practice for reduction of Recovery W88-1 and the significant architectural upgrades on the project:

	<u>Approximate Value</u>
<u>Waterline Recovery Fee Waiver</u>	\$10,118
Reduce the existing recovery charge for the 30” high pressure waterline from \$33.09 to \$2.13 per linear foot (\$33.09 x 326.81 feet = \$10,814) – (\$2.13 x 326.81 = \$696) = \$10,118	
<u>Construction Use Tax Rebate</u>	\$38,280
Rebate 40% of the Use Tax on construction materials for this project (Estimated Use Tax \$95,700 x 40% = \$38,280)	
<u>Sales and Use Tax on Furniture and Fixtures Rebate</u>	\$15,000
For the period 3 months prior and the 3 months after Sedona obtains the Certificate of Occupancy the City will rebate 40% of the General Sales and Use Tax (excludes the City’s .25% Open Space Tax and .6% Public Safety Tax) collected on the furnishings and equipment purchased to furnish the new facility (\$1,250,000 x 3% = \$37,500 Use Tax x 40% - \$15,000)	
Total Proposed Assistance Package Not To Exceed	\$63,398

As Council will note, the assistance being proposed is 34% (\$63,398 total assistance divided by \$183,992 of Projected Revenue = 34%) of the total general sale/use tax and fee revenue projected from the project in the first year of operation. The City will be made whole on this investment at the time of the Certificate of Occupancy.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **57**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT
WITH SEDONA, LLC DEVELOPMENT FOR CONSTRUCTION OF A NEW OFFICE
BUILDING IN PARK CENTRE**

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

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for high quality development to locate in the City; and

WHEREAS, Sedona, LLC Development plans to build a 31,000 square foot office building in Westminster, and

WHEREAS, a proposed Economic Development Agreement between the City and Sedona, LLC Development is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with Sedona, LLC Development in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of September 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of October 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Exhibit A

ECONOMIC DEVELOPMENT AGREEMENT FOR SEDONA LLC, DEVELOPMENT IN THE CITY OF WESTMINSTER

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, between the CITY OF WESTMINSTER (the "City"), and Sedona, LLC Development.

WHEREAS, the City wishes to provide certain assistance to Sedona, LLC Development to aid in the construction of a new 31,000 s.f. building on the northwest corner of 124th Avenue and Huron; and

WHEREAS, the proposed facility is expected to employ approximately 65 people; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below, the City and Sedona, LLC Development agree as follows:

1. Reduction of Waterline Recovery. The City shall reduce for Sedona, LLC Development the Waterline Recovery due on the 30 inch high pressure waterline in Huron Street from \$33.09 to \$2.13 per linear foot. Sedona, LLC Development is responsible for paying the City for the waterline recovery, at the \$2.13 per linear foot, no later than the time of building permit issuance.

2. Use Tax Rebate - Construction. The City shall rebate to Sedona, LLC Development 40% of the Building Use Tax on the construction materials, collected from the Sedona, LLC Development in connection with the construction and initial tenant finish of the 31,000 square feet in the building, required under W.M.C. sections 4-2-9 and 4-2-3. The rebate will be approximately \$38,280.

3. Sales and Use Tax Rebate- Furniture and Fixtures at Move-In. For the time period beginning 3 months before and ending 3 months after Sedona, LLC Development obtains the Certificate of Occupancy for the Westminster facility at the northwest corner of 124th Avenue and Huron Boulevard, the City will rebate 40% of the General Sales and Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) collected on the furnishing and equipment purchased to furnish the new facility during that period. The rebate will be approximately \$15,000.

4. Payments of Rebates. Rebates will be paid to Sedona, LLC Development by the City in quarterly installments from revenue actually collected and received by the City from Sedona, LLC Development. Payments of each quarterly installment shall be made within 20 days of the calendar quarter end and will be submitted electronically.

5. Entire Agreement. This instrument shall constitute the entire agreement between the City and Sedona, LLC Development and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter.

6. Termination. This Economic Development Agreement shall terminate and become void and of no force or effect upon the City if Sedona, LLC Development has not begun construction of the 31,000 s.f. building by March, 2007 or should Sedona, LLC Development not comply with the City regulations or code.

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

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

10. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation; they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Adams County, Colorado.

SEDONA, LLC DEVELOPMENT

CITY OF WESTMINSTER

Larry Gayeski
Manager

J. Brent McFall
City Manager

ATTEST:

Linda Yeager
City Clerk

Adopted by Ordinance No.

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, September 25, 2006. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the September 18, 2006 regular meeting were approved.

Council recognized staff's accomplishments in achieving the Governor's Office of Energy Management and Conservation's Energy Champion Certificate.

Council issued proclamations for Fire Prevention Month, Physical Therapy Month, and to recognize the 50th Anniversary of Cub Scout Pack 324 and Boy Scout Troop 324.

Council approved the following: August 2006 financial report; Countryside outdoor pool/park irrigation renovation; water quality model for the Standley Lake Watershed; 2006 wastewater collection system large diameter pipe inspection project; raw water capital improvement projects transfer of funds; Church Ditch Water Quality Project IGA and amendments re Church Ditch Water Authority contract and IGA; Northeast Comprehensive Development Plan revisions; and PDP/ODP for the MY Business Park property.

Council conducted the following public hearings: re application to designate Rodeo Super Market as a local historic landmark; re Northeast Comprehensive Development Plan revisions; re MY Business Park property annexation, CLUP amendment, and rezone; and re Kerr property #1 and #2 annexation, CLUP amendment, and rezone.

Council adopted resolutions to: designate the Rodeo Super Market a local historic landmark; set forth findings re MY Business Park property annexation; and set forth findings on Kerr property annexation.

Council passed the following Councillors' Bills on first reading:

A BILL FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO.

Purpose: To annex MY Business Park property.

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: To change the land use designation of MY Business Park from Northeast Comprehensive Development Plan to Business Park.

A BILL FOR AN ORDINANCE AMENDING THE ZONING OF A PARCEL OF LAND, APPROXIMATELY 5 ACRES IN SIZE, LOCATED IN SEC. 11, T 2 S, R 69 W, 6TH P.M., JEFFERSON COUNTY, COLORADO FROM JEFFERSON COUNTY A-2 TO CITY OF WESTMINSTER PUD. Purpose: To rezone the MY Business Park property from Jefferson County P-D to Planned Unit Development (PUD).

A BILL FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO. Purpose: To annex the Kerr #1 property.

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

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: To amend the land use of the Kerr property from Northeast Comprehensive Development to R-1 Residential.

A BILL FOR AN ORDINANCE AMENDING THE ZONING OF A PARCEL OF LAND AT 9931 AMMONS CIRCLE, APPROXIMATELY 3 ACRES IN SIZE, LOCATED IN SEC. 14, T2S, R69W, 6TH P.M., JEFFERSON COUNTY, COLORADO FROM JEFFERSON COUNTY A-2 TO CITY OF WESTMINSTER R-E. Purpose: To rezone the Kerr property from Jefferson County A-2 to R-E.

A BILL FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH SEDONA, LLC DEVELOPMENT FOR CONSTRUCTION OF A NEW OFFICE BUILDING IN PARK CENTRE. Purpose: To execute and implement an EDA with Sedona, LLC Development.

The meeting adjourned at 8:44 p.m.

By Order of the Westminster City Council
Linda Yeager, City Clerk

Published in the Westminster Window on October 5, 2006