



WESTMINSTER

COLORADO

AGENDA

SPECIAL CITY COUNCIL MEETING

MONDAY, DECEMBER 16, 2002

AT 7:00 P.M.

1. Pledge of Allegiance

2. Roll Call

3. Purpose of Special Council Meeting

- A. Annexation and Preliminary Development agreement with Westfield Development regarding the Mandalay Gardens Subdivision in substantially the same form as attached.
- B. Purchase Agreement with Suppa Properties LLC and Sup-Cal Property Development LLC
- C. Open the Continued public hearing on the proposed annexation and zoning of the Mandalay Gardens Subdivision.
- D. Resolution No. 54 making certain findings of fact as required by Section 31-12-110 C.R.S. regarding the annexation of the Mandalay Gardens area
- E. Councilor's Bill No. 69 annexing Mandalay Gardens subdivision.
- F. Councillor's Bill No. 70 zoning Mandalay Gardens subdivision Planned Unit Development

4. Adjournment



W E S T M I N S T E R

City of Westminster

December 9, 2002

Office of the Mayor

4800 West 92nd Avenue
Westminster, Colorado
80031-6387

Michele Kelley, City Clerk
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

303-430-2400

FAX 303-428-4564

Dear Michele:

Please call a special meeting of the City Council for Monday, December 16, 2002 at 7:00 P.M. to be held at City Hall in the City Council Chambers, located at 4800 West 92nd Avenue, for the following purpose:

Public Hearing and other related items pertaining to
Mandaley Gardens Annexation and Zoning.

Sincerely,

Ed Moss, Mayor



WESTMINSTER

City of Westminster
General Services
Department

City Clerk's Office

4800 West 92nd Avenue
Westminster, Colorado
80031-6387

303-430-2400

FAX 303-428-4564

December 11, 2002

To All Members of City Council:

A special meeting of the City Council has been set for Monday, December 16, 2002 at 7:00 P.M. to be held at City Hall Council Chambers, located at 4800 West 92nd Avenue, for the following purpose:

Public Hearing and other related items pertaining to Mandaley Gardens Annexation and Zoning.

Sincerely,

Michele Kelley
City Clerk



Agenda Memorandum

City Council Meeting
December 16, 2002



SUBJECT: Public Hearing and Action on Mandalay Gardens Subdivision

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Authorize and direct the City Manager to sign an Annexation and Preliminary Development agreement with Westfield Development regarding the Mandalay Gardens Subdivision in substantially the same form as attached.
2. Authorize and direct the City Manager to sign the purchase agreement with Suppa Properties LLC acknowledging and agreeing to the "other covenants" provisions contained in paragraph 29". (See the WEDA agenda memo for background)
3. Open the Continued public hearing on the proposed annexation and zoning of the Mandalay Gardens Subdivision.
4. Adopt Resolution No. 54 making certain findings of fact as required by Section 31-12-110 C.R.S. regarding the annexation of the Mandalay Gardens area.
5. Pass Councilor's Bill No. 69 on first reading annexing of the Mandalay Gardens subdivision to the City of Westminster.
6. Pass Councillor's Bill No. 70 on first reading zoning the Mandalay Gardens subdivision Planned Unit Development (PUD), making the finding that the standards enumerated under Section 11-5-3 of the City Code have been met.

Summary Statement

- The proposed Mandalay Gardens annexation consists of 69.65 acres, located roughly west of US 36, north of Walnut Creek, and southeast of the Burlington Northern Santa Fe Railroad tracks.
- The petition for annexation was originally signed by 11 property owners who together own 51.4 percent of the entire area to be annexed. There are 21 property owners in the annexation area. One of the property owners, Sup-Cal, recently indicated it may request permission to withdraw from the annexation petition. Westfield has identified a sufficient number of property owners owning sufficient acreage to replace Sup-Cal's potential withdrawal.
- City Staff has been working with Westfield Development Co. and with Downing Thorpe James (DTJ), Inc. to create an overall development plan for the area that will include a large retailer, a multi-modal transit station, and a town center development and may include a hotel, restaurant and retail uses.
- A preliminary development agreement is proposed in which the relationship between the City and Westfield Development is clarified, and how the Preferred Developer for this proposed urban renewal project will be selected. Westfield intends to compete for the Preferred Developer position. It includes payments to Westfield in the event certain milestones accomplishing are achieved in terms of the annexation and securing the major retail anchor for this project, but such payments are required only in the event that Westfield is not selected as the Preferred Developer. That agreement is discussed below.
- At this time, Staff is recommending that the site be zoned Planned Unit Development (PUD). The Preliminary Development Plan (PDP) will be submitted for Planning Commission and City Council approval at a later date.

Expenditure Required: \$0

Source of Funds:

N/A

Planning Commission Recommendation

This request was heard by the Planning Commission on November 12, 2002. The Commission members voted unanimously to recommend to the City Council that the annexation of the Mandalay Gardens area be approved and that the property be zoned Planned Unit Development (PUD) in the City. No individuals spoke in favor or opposition to the proposal.

Policy Issues

1. Whether the City should enter into an agreement with Westfield Development concerning their preliminary assistance in connection with the annexation and development of this property.
2. Whether the proposed PUD zoning is consistent with the goals and policies of the City.

Alternative

Make a finding that it is not in the best interests of the City to annex and rezone the Mandalay Gardens area at this time and take no further action. If this action is taken the Mandalay Gardens area property owners may pursue independent sale of their properties and the current development proposal would be in jeopardy.

Background Information

Applicant/Property Owner

The annexation petition has been signed by at least 50 percent of the property owners who own at least 50 percent of the property to be annexed. The City has the duty to establish zoning for the property after it is annexed. Staff is proposing the property be zoned P.U.D. Preliminary and Official Development plans will be submitted in the future. See Appendix A for a list of all 21 of the property owners and Appendix B for a map of their respective ownerships. See Appendix C for a copy of the Annexation Petition and the Supplement thereto which include the signatures of the additional property owners secured to meet the 50% acreage –50% owners requirement of the Annexation Act in the event of Sup-Cal’s withdrawal.

Surrounding Land Use and Comprehensive Land Use Plan Designations

Northeast: US 36 and the Westminster Promenade, designated District Center in the Comprehensive Land Use Plan (CLUP).

Northwest: Unincorporated Jefferson County, designated Northeast Comprehensive Development Plan in the CLUP.

South: Church Ranch Corporate Center, designated Business Park in the CLUP.

Site Plan Information

Currently the area is characterized by low-density rural residential uses with some related agricultural uses. The entire parcel is located within the Jefferson County Airport Critical Zone in which new residential uses are prohibited. It was anticipated in the Northeast Comprehensive Development plan that the area would ultimately be assembled into a single redevelopment area with no residential uses.

When the Preliminary Development Plan is submitted, it is anticipated that the area will contain one or two “big box” retailers and a “town center” with pedestrian related retail and amenities similar to the Westminster Promenade. There will also be an RTD multi-modal transit hub located in the northern portion of the property that will eventually access a commuter rail station and a bus transit station along US 36. Office, restaurant and hotel uses will also be permitted in the town center area, and recreational access to Lower Church Lake will be a possibility.

Traffic and Transportation

Access to the site is proposed to be provided in several areas. There will be two access points off of Church Ranch Boulevard, one of which will act as a connection of Reed Street through to the Promenade via an underpass under US 36. The plan will call for a straightening of Wadsworth Boulevard under the railroad tracks. When that is reconstructed, access to the site can be provided from Wadsworth Boulevard along the railroad tracks, and a second underpass connecting to the Promenade area. This will allow good access to the park-n-ride facility that would be located at the northernmost corner of the project.

Preliminary Development Agreement

An agreement has been submitted for City Council approval in which Westfield Development and the City agree on a concept for how the property will be developed and on how the Preferred Developer will be selected for this proposed urban renewal project. If Westfield is not selected as the developer, the City will make certain payments to Westfield to reimburse them for the work that was already done on the project, including securing the signatures necessary for annexation and for bringing certain retailers into the project.

Service Commitment Category

All Service Commitments would be awarded out of Category C; the number will be determined at the time of Official Development Plan (ODP) approval.

Referral Agency Responses

The Regional Transportation District (RTD) responded by requesting to be involved in the design phase of the project to assure proper access to and design of the transit station.

The Jefferson County Airport Authority and the Colorado Department of Transportation (CDOT) responded by objecting to the development on the grounds that residential development should not be permitted in the Airport Critical Zone. Since no residential has been proposed, this would not be a valid objection.

Public Comments

When the Preliminary Development Plan is submitted, plans will be made for a neighborhood meeting to gather public input.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **54**

INTRODUCED BY COUNCILLORS

SERIES OF 2002

Atchison-Hicks

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 SECTIONS 11,12,13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.

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

WHEREAS, City Council has previously adopted Resolution No. 48 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 attachment of area from a school district;
 - c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;
 - d. That the City of Westminster has in place a plan for the area proposed to be annexed; and
 - e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.
4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

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

PASSED AND ADOPTED this 16th day of December, 2002.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2002

COUNCILOR'S BILL NO. **69**
INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Council of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

WHEREAS, City Council has been advised by the City Attorney and the City Manager that the petition and accompanying maps are in substantial compliance with Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; 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. 54 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 Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy 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 situate, lying and being in the County of Jefferson, State of Colorado, to wit:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

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 16th day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **70**

SERIES OF 2002

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That City Staff is recommending that the property described below be rezoned to City of Westminster Planned Unit Development (PUD) in accordance with the State Annexation Act.
- b. 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.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended to designate the property described herein as Planned Unit Development (PUD). The subject property is located in Sections 11, 12, 13 and 14, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
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- 3) South 01°25'14" East 426.16 feet;
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- 8) South 88°52'45" West 499.90 feet;
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- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

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Containing 69.645 acres (3,033,715 Sq. Ft.), 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 16th day of December, 2002.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23rd day of December, 2002.

ATTEST:

Mayor

City Clerk

ANNEXATION AND PRELIMINARY DEVELOPMENT AGREEMENT

This Annexation and Preliminary Development Agreement ("Agreement") is made and entered into this ____ day of December 2002 by and between **WESTFIELD DEVELOPMENT COMPANY, INC.**, a Colorado corporation ("Westfield"), the **CITY OF WESTMINSTER**, a Colorado home-rule municipality ("City"), and the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY** ("Authority").

In consideration of the covenants, promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Certain Definitions.** Unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Act" shall mean Urban Renewal Law of Colorado, Part I of Article 25 of Title 31 C.R.S.

"Annexation" shall mean the Annexation of the Property to the City.

"Annexation Petition" shall mean the petition executed by a Seller to annex a Parcel to the City.

"Development Agreement" shall mean the final executed agreement between the Preferred Developer and the Authority for the development of the Development Project.

"Development Project" shall mean the redevelopment of the Property pursuant to the Sketch Plan or such other plan or plans, which evolve therefrom through the City's development plan submittal, review and approval process.

"Land Contract or Land Contracts" as the context may require, shall mean those certain commercial contracts to Buy and Sell Real Estate by and between Westfield and those Sellers listed on Exhibit B attached hereto.

"Parcel" shall mean the real property made the subject of a Land Contract.

"PDP" shall mean the Preliminary Development Plan approved by the City for the Property and Development Project.

"Preferred Developer" shall mean the person or entity who executes the Development Agreement with the Authority.

"Property" shall mean the real property described on Exhibit C attached hereto and incorporated herein by this reference which is comprised of the Parcels and other real property.

"Seller" shall mean the named Seller under a Land Contract.

"Sketch Plan" shall mean the sketch plan for the Development Project attached hereto as Exhibit A. The Sketch Plan illustrates the parties' concept for the Development Project. However, any further approval and implementation thereof shall be subject to the conditions, terms, and requirements of this Agreement, the Westminster City Code, all other applicable City development regulations, standards, and guidelines, and the limitations, conditions, and restrictions noted on the

Plan itself. The Sketch Plan shall not be deemed or considered as satisfying the requirements for a concept plan as defined by the Westminster City Code and related submittal regulations.

“Urban Renewal Area” shall mean an urban renewal area designated by the City, which includes the Property.

“Urban Renewal Plan” shall mean an urban renewal plan approved by the City for the construction of the Development Project.

2. Preliminary Matters.

(a) Westfield is the named purchaser under the Land Contracts.

(b) The City and Westfield each desire to cause the Annexation to occur subject to the terms and conditions hereof.

(c) The City intends to designate the Property as an Urban Renewal Area, in furtherance of the development of the Development Project.

(d) The Authority intends to solicit proposals for the Development Project and select a Preferred Developer.

(e) Westfield intends to submit a proposal for the Development Project and compete for selection as the Preferred Developer.

(f) Westfield desires to be compensated for its efforts in assembling the Property for annexation in the event the City annexes the Property and Westfield is not selected as the Preferred Developer.

(g) If not selected as the Preferred Developer, Westfield has agreed to assign the Land Contracts and any Parcels under its ownership to the Authority or its designee, and all parties agree that any subsequent transfer of the Property or any parcels by the Authority would require that the Authority solicit redevelopment proposals for the Property pursuant to the requirements of C.R.S. § 31-25-106.

(h) As part of the request for proposal process to select a Preferred Developer, the Authority intends to promote the development of a “town center/main street” type of retail center as generally shown on the Sketch Plan, with high quality architectural design and building materials.

3. Annexation. Westfield has, or by the date of execution of this Agreement, shall have caused each Seller under each Land Contract to petition the City for Annexation of the Property to the City by execution of the Annexation Petition. The Annexation shall be subject to all City ordinances, rules, regulations and policies except as specifically modified by this Agreement.

4. Establishment of Urban Renewal Area. Immediately upon the Annexation of the Property, the City shall initiate the procedures required under the Act to establish the Urban Renewal Area and approve the Urban Renewal Plan. Subsequent to the establishment of the Urban Renewal Area and approval of the Urban Renewal Plan, the Authority will solicit redevelopment proposals pursuant to C.R.S. § 31-25-106 and select the Preferred Developer. The City and the Authority acknowledge that Westfield will submit a proposal to allow it to be the selected Preferred Developer. Westfield agrees to cooperate with the City and the Authority in the establishment of the Urban Renewal Area and the adoption of the Urban Renewal Plan and shall take no action to hinder, oppose, or delay such actions.

5. Payments to Westfield.

(a) The Authority acknowledges that the negotiation and execution of the Land Contracts, the obtaining and aggregation of appraisals, engineering reports, surveys, environmental reports and other data relating to the Property or the Development Project, Westfield’s execution and

performance of this Agreement, and the submittal of the Petition for Annexation required by C.R.S. § 31-12-107, are of significant benefit to the Authority with respect to furthering the accomplishment of the Development Project. In consideration thereof, the Authority agrees to pay Westfield the sum of Three Hundred Twenty Five Thousand Dollars (\$325,000) eighteen (18) months from the date of Annexation of the Property or within sixty (60) days after the Authority has executed a Development Agreement with the Preferred Developer, whichever occurs sooner, provided the Preferred Developer is not Westfield.

(i) Concurrent with the delivery of such payment to Westfield, upon the prior written request of the Authority, Westfield, to the full extent of its legal capacity to do so, shall deliver to the Authority an assignment of all of Westfield's rights under any letters of intent, agreements, commitment letters or any other document pertaining to the location or construction of the Target Superstore contemplated by this Agreement.

(ii) Concurrent with the delivery of such payment to Westfield, upon the written request of the Authority, Westfield shall assign and deliver to the Authority hard copies and electronic files, in a format reasonably acceptable to the Authority, of all appraisals, engineering reports and plans, surveys, environmental reports and any other data, studies or reports pertaining to the Development Project, the Property, or the Target Superstore contemplated by this Agreement, which are in Westfield's possession or control.

(b) In the event that Westfield does not compete for or is not selected as the Preferred Developer, upon five (5) business days prior written notice from the Authority to Westfield, Westfield agrees it shall assign such Land Contracts to the Authority or its designee as the Authority may request. The sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000) shall be paid to Westfield upon the acquisition of all of the parcels within the Property by the Authority or its designee, including the designated Preferred Developer, provided the Preferred Developer is not Westfield. Such payment shall be made within sixty (60) days of the date of closing of the last Parcel. Upon such assignment, the City or such designee shall assume the obligations of Westfield under the Land Contracts and indemnify and hold Westfield harmless from any obligations thereunder. The City may thereupon cause the development of the Property in a configuration other than shown in the Conceptual Plan if the City or its designees acquire the Parcels.

(c) The sum of Three Hundred Fifty Thousand Dollars (\$350,000) shall be paid to Westfield by the Authority upon Target's acquisition of a parcel of land within the Property, provided the Preferred Developer is not Westfield.

(d) Subordination. The Authority's obligations pursuant to this Paragraph are subordinate to the Authority's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in revenues in excess of revenues necessary to meet such existing or future indebtedness. The Authority shall meet its obligations under this Paragraph only after the Authority has satisfied all obligations for bond repayment purposes. For the purposes of this Paragraph, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of secured or collateralized indebtedness that may be incurred by the Authority, including, but not limited to, tax increment notes, tax increment bonds, revenue bonds, revenue anticipation notes, lease purchase obligations, certificates of participation and all other forms of secured or collateralized contractual indebtedness, whether or not evidenced by a separate bond or like document.

(e) Nothing in this Paragraph shall be deemed or construed as creating any obligation on the part of the City to pay, or in any way be responsible for, the financial obligations of the Authority set forth in this Paragraph.

6. Obligations of Westfield. Westfield further agrees that if it is selected as the Preferred Developer and the Development Agreement is executed:

- (a) Westfield shall use its good faith efforts to acquire all of the Property at fair market value.
- (b) Westfield shall continue to use its good faith efforts to secure a Target Superstore or other comparable national retailer reasonably satisfactory to the City for the Development Project.
- (c) Westfield shall cooperate with RTD in accommodating an RTD-structured parking facility to be located along U.S. 36 and the Burlington Northern Santa Fe railroad at the northwest corner of the Property. Such cooperation shall include planning the site and designing access routes in a way that reasonably accommodates RTD's facility and operational needs. Westfield agrees to sell to RTD such portion of the Property that RTD may reasonably require for the construction and operation of the parking facility at the same price that Westfield paid to acquire said portion of the Property.
- (d) Westfield agrees to cooperate with the City in creating one or more improvement districts for financing on-site and off-site public infrastructure associated with the Development Project, including parking structures. The respective obligations of the City, the Authority, and any other parties for the construction and financing of such public improvements shall be determined as part of the Development Agreement. Such cooperation by Westfield shall include, but not be limited to, the timely execution and delivery of any petitions or other legal documents necessary to accomplish the establishment of these districts.
- (e) Westfield shall donate to the City all 100 year FHAD floodplain areas within the Development Project.
- (f) Westfield agrees to buy from the City the Beau and Allen property, as described on Exhibit D, at the average per acre cost that Westfield paid for the Parcels. Westfield shall complete the purchase of the Beau and Allen property concurrently with the purchase of the other Parcels within the Property.

7. Exclusion of Property.

- (a) The Annexation of the Parcels shall not impose or bind the Parcel or its owners to any monetary or performance obligations, including without limitation, obligations for infrastructure improvements, land dedications, construction costs, and/or special assessments, or to the formation of any entity with the power to impose taxation, such as a business improvement district or general improvement district. Such restrictions shall expire as to any part of the Property conveyed by the respective owner on the date hereof, to an unaffiliated third party or submittal to the City of an application for development.
- (b) Upon annexation of the Property to the City, the City agrees to request or petition the exclusion of the Property from the West Adams Fire District, the North Jefferson Park District and the Jefferson County Library District and diligently pursue the same.
- (c) There shall be no contraction of the historical uses to which the Parcel may be put until an Official Development Plan is filed for such Parcel.

8. No Exemptions. Except as provided in the Development Agreement, nothing in this Agreement shall be deemed or construed as exempting Westfield from any future fees or charges in connection with the review and processing of any applications for approval of development plans submitted by Westfield for the Development Project, nor as an exemption of any of the parcels or any portion of the Property from any taxes, fees, charges, public land dedications, assessments, public improvement obligations, or any other customary conditions of development generally applicable to other development within the City.

9. Recordation of Agreement. This Agreement shall be recorded with the Jefferson County Clerk and Recorder. The terms and conditions of this 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 Parcel, and all such provisions and conditions shall be deemed as covenants running with the Property.

10. 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.

Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. Without in any way limiting the generality of the foregoing, neither the City nor the Authority shall pay or be expected to pay any brokerage fee or like compensation to any broker, developer, buyer, seller or any other person or entity in connection with, directly or indirectly, the Property, any Parcel, or the Development Project, provided however, nothing herein shall be deemed as precluding or negating the payment of brokerage fees by the Preferred Developer. Except as specifically modified herein, this Agreement shall be construed in a manner which makes it consistent with the City Code and City Charter. This Agreement shall supercede 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 set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CITY OF WESTMINSTER

WESTMINSTER ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

ATTEST:

City Clerk: _____

Secretary: _____

WESTFIELD DEVELOPMENT COMPANY, INC.,
a Colorado corporation

By: _____
Randy M. Schwartz
Its: Executive Vice President

ATTEST:

By: _____
Its: Secretary

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before by this _____ day of September, 2002 by Randy M. Schwartz as Executive Vice President, and _____ as Secretary, of WESTFIELD DEVELOPMENT COMPANY, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

EXHIBIT B

1. Commercial Contract to Buy and Sell Real Estate dated June 7, 2002 by and between Westfield Development Company, Inc., as Buyer, and Gerald L. Gieseke and Kimberly J. Gieseke, as Seller, as amended.
2. Commercial Contract to Buy and Sell Real Estate dated June 7, 2002 by and between Westfield Development Company, Inc., as Buyer, and Clara J. Lawson, as Seller, as amended.
3. Commercial Contract to Buy and Sell Real Estate dated June 5, 2002 by and between Westfield Development Company, Inc., as Buyer, and R. Dale Shurtleff and Hilda L. Shurtleff, as Seller, as amended.
4. Commercial Contract to Buy and Sell Real Estate dated June 7, 2002 by and between Westfield Development Company, Inc., as Buyer, and James J. Cisneros, an individual and Loretta S. Cisneros, an individual, as Seller, as amended.
5. Commercial Contract to Buy and Sell Real Estate dated June 18, 2002 by and between Westfield Development Company, Inc., as Buyer, and David F. Dougherty, as Seller, as amended.
6. Commercial Contract to Buy and Sell Real Estate dated May 28, 2002 by and between Westfield Development Company, Inc., as Buyer, and Richard H. Chartier, as Seller, as amended.
7. Commercial Contract to Buy and Sell Real Estate dated June 7, 2002 by and between Westfield Development Company, Inc., as Buyer, and Charles P. Pfannenstiel and Shirley Y. Pfannenstiel, as Seller, as amended.
8. Commercial Contract to Buy and Sell Real Estate dated May 28, 2002 by and between Westfield Development Company, Inc., as Buyer, and Gary D. Mortensen and Donna J. Mortensen, as Seller, as amended.
9. Commercial Contract to Buy and Sell Real Estate dated June 12, 2002 by and between Westfield Development Company, Inc., as Buyer, and Suppa Properties, LLC, a Colorado limited liability company and Sup-Cal Development, LLC, a Colorado limited liability company, as Seller, as amended.
10. Two (2) Commercial Contracts to Buy and Sell Real Estate dated June 11, 2002 by and between Westfield Development Company, Inc., as Buyer, and Raymond R. Weigel and Tangaree Weigel, as Seller, as amended.

EXHIBIT B CONTINUED

11. Commercial Contract to Buy and Sell Real Estate dated June 8, 2002 by and between Westfield Development Company, Inc., as Buyer, and Robert F. Chamberlain, Trustee of Robert F. Chamberlain, Revocable Living Trust, u/t/a dated September 17, 1996, as Seller, as amended.

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land being a portion of the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13 and the northeast quarter of Section 14, all in Township 2 South, Range 69 West of the Sixth Principal Meridian, in the County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said southeast quarter of Section 11, whence the south quarter corner of said Section 11 bears south 88°52'45" West 2714.08 feet, and all bearings are made as a reference hereon;

Thence along the easterly line of the southeast quarter of said Section 11, north 00°18'05" east 111.23 feet to the northeasterly boundary of the U. S. Highway 36/Church Ranch Boulevard annexation to the City of Westminster, per plat recorded at Reception No. F1027164, in the office of the County Clerk and Recorder of said County and the true point of beginning;

Thence along the northeasterly and northwesterly boundaries of said U.S. Highway 36/Church Ranch Boulevard annexation the following 4 courses:

- 1) North 47°59'33" West 351.72 feet;
- 2) North 29°55'53" West 111.50 feet;
- 3) South 60°04'08" West 124.37 feet to the beginning of a tangent curve concave southeasterly having a radius of 1725.00 feet;
- 4) Thence southwesterly along said curve through a central angle of 09°54'06" an arc length of 298.11 feet to the easterly boundary of Church Ranch Homeplace annexation to the City of Westminster, per plat recorded at Reception No. 88080480, in said office of the County Clerk and Recorder;

Thence along the easterly and northerly boundaries of said Church Ranch Homeplace annexation the following 10 courses:

- 1) Non-tangent to said last described curve, north 01°19'41" West 202.45 feet;
- 2) South 88°49'17" West 234.20 feet;
- 3) South 01°25'14" East 426.16 feet;
- 4) South 88°52'45" West 460.12 feet;
- 5) South 01°13'15" East 123.20 feet;
- 6) South 88°52'45" West 178.54 feet;
- 7) North 01°13'15" West 123.20 feet;
- 8) South 88°52'45" West 499.90 feet;
- 9) South 01°07'14" East 144.00 feet;
- 10) North 77°48'50" West 625.64 feet to the easterly right-of-way of West 105th Avenue, shown as Wadsworth Avenue on map of Mandalay Gardens per plat recorded in said office of the County Recorder, also being the easterly boundary of Woods third annexation to the City of Westminster, per plat recorded at Reception No. F1167083, in said office of the County Clerk and Recorder;

Thence along the easterly and southeasterly right-of-way of said west 105th Avenue, also being the easterly and southeasterly boundaries of said Woods third annexation, the following 2 courses:

- 1) North 15°16'12" East 187.26 feet;
- 2) North 40°35'24" East 601.22 feet to the southerly right-of-line of said 105th Avenue, shown as Haney Drive on said map of Mandalay Gardens, also being the southerly boundary of Woods second annexation to the City of Westminster per plat recorded at Reception No. F1167082, in said office of the County Clerk and Recorder;

Thence along said southerly right-of-way and said southerly boundary of Woods second annexation, south 88°59'25" East 537.29 feet to the southerly prolongation of the easterly line of west one-half Tract 51, said map of Mandalay Gardens, said easterly line also being the easterly boundary of said Woods second annexation and the easterly boundary of Woods first annexation to the City of Westminster, per plat recorded at Reception No. F1167081, in said office of the County Clerk and Recorder;

Thence along said easterly line and said easterly boundaries, North 00°08'28" East 678.18 feet to the northerly line of said west one-half Tract 51, also being the northerly boundary of said Woods first annexation to the City of Westminster;

Thence along said northerly line and said northerly boundary, South 89°58'35" West 37.00 feet to the southeasterly right-of-way of the Colorado and Southern Railway Company (now known as the Burlington Northern Santa Fe Railway), also being the northwesterly boundaries of said Woods first annexation, said Woods second annexation and said Woods third annexation;

Thence along said southeasterly right-of-way and said northwesterly boundaries, South 40°35'24" West 1456.22 feet to the northwesterly right-of-way of said 105th Avenue, also being the northwesterly boundary of said Woods third annexation;

Thence along said northwesterly right-of-way and said northwesterly boundary, South 15°16'12" West 218.39 feet to the southerly line of said southeast quarter of Section 11;

Thence along said southerly line, South 88°52'45" West 7.26 feet to the south quarter corner of said Section 11;

Thence along the westerly line of said southeast quarter of Section 11, North 01°46'15" East 299.87 feet to the northwesterly right-of-way of said Colorado and Southern Railway Company;

Thence along said northwesterly right-of-way the following 2 courses:

- 1) North 40°35'24" East 1760.93 to the beginning of a tangent curve concave northwesterly having a radius of 2148.38 feet;
- 2) Northeasterly along said curve through a central angle of 23°06'11" and arc length of 866.28 feet to the southwesterly boundary of annexation map to the City of Westminster, per plat recorded at Reception No. 900050018, in said office of the County Clerk and Recorder;

Thence along said southwesterly boundary the following 3 courses:

- 1) Non-tangent to said last described curve, South 29°55'52" East 473.69 feet;
- 2) North 89°54'08" East 28.82 feet;
- 3) South 29°55'52" East 2457.99 feet to the northeasterly boundary of former Hawn Property annexation, per plat recorded at Reception No. F1444643, in said office of the County Clerk and Recorder;

Thence along said northeasterly boundary the following 2 courses:

- 1) North 41°47'59" West 272.86 feet;
- 2) North 59°13'00" West 124.47 feet to the most easterly corner of said U.S. Highway 36/Church Ranch Boulevard annexation;

Thence along the northeasterly boundary of said U.S. Highway 36/Church Ranch Boulevard annexation, North 51°35'14" West 78.23 feet to the true point of beginning.

Containing 69.645 acres (3,033,715 Sq. Ft.), more or less.

Appendix A

Mandalay Gardens List of Owners

1. 10573 Reed (Gieseke)
2. 10583 Reed (Bryan)
3. 7209 105th (Anderson)
4. 10563 Reed (Lawson)
5. 7025 105th (Bell)
6. 7045 105th (Shurtleff)
7. 7171 105th (Cisneros)
8. 7151 105th (Swanson)
9. 7181 105th (Dougherty)
10. 7205 105th (Chartier)
11. 7235 105th (Hammerlund)
12. 10500 Reed (Confluence Properties)
13. 10540 Reed (Pfannenstiel)
14. 10560 Reed (Mortensen)
15. 10650 Reed (Sup-Cal and Suppa Properties)
16. 7230 and 7150 W. 105th (Weigel)
17. 7430 W. 105th (Kickbush)
18. 7450 W. 105th (Metee)
19. 7040 W. 105th (Johnson)
20. 7000 W. 105th (Brundage)
21. Vacant Parcel (Chamberlain)

Summary of Proceedings

Summary of proceedings of the Special City of Westminster City Council meeting of Monday, December 16, 2002.

Present at roll call were Mayor Moss, Mayor Pro-Tem Atchison, Councillors Dittman, Dixon, Hicks, Kauffman, and McNally. Absent none.

Council approved the following: Annexation and Preliminary Development agreement with Westfield Development regarding the Mandalay Gardens Subdivision and Purchase Agreement with Suppa Properties LLC and Sup-Cal Property Development LLC

The continued public hearing was opened at 7:20 P.M. on the proposed annexation and zoning of the Mandalay Gardens Subdivision.

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

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose annexation of Mandalay Gardens area.

A BILL FOR AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: zoning Mandalay Gardens area PUD

The following Resolution was adopted:

Resolution No. 54 making certain findings of fact as required by Section 31-12-110 C.R.S. regarding the annexation of the Mandalay Gardens area

At 7:40 P.M. the meeting was adjourned.

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on December 19, 2002.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 16, 2002 AT 7:15 P.M.

ROLL CALL

Mayor Moss, Mayor Pro-Tem Atchison, Councillors Dittman, Dixon, Hicks, Kauffman, and McNally were present at roll call. Brent McFall, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk, were also present. Absent none.

WESTFIELD DEVELOPMENT AGREEMENT:

Councillor Kaufmann moved, seconded by Atchison to authorize and direct the City Manager to sign an Annexation and Preliminary Development agreement with Westfield Development regarding the Mandalay Gardens Subdivision in substantially the same form as attached. The motion carried unanimously.

SUPPA PROPERTIES AND SUPCAL DEVELOPMENT AGREEMENT:

Councillor Kauffman moved, seconded by Dittman to authorize and direct the City Manager to sign a Purchase Agreement with Suppa Properties LLC and Sup-Cal Development LLC. acknowledging and agreeing to the "other covenants" provisions contained in paragraph 29". The motion carried unanimously.

PUBLIC HEARING RE ANNEXATION & ZONING FOR MANDALAY GARDENS:

At 7:20 P.M. the continued public hearing was opened on the proposed annexation and zoning of the Mandalay Gardens Subdivision. The property is located north of Walnut Creek, west of US 36, and southeast the Burlington Northern railroad tracks. The property consists of approximately 70 acres.

Dave Falconieri, City Planner entered a copy of the Agenda Memorandum, Planning Commission recommendation, and other related items into the record. Randy Schwartz of Westfield Development and Debra Hammerlund, 7235 West 105th Avenue; Gary Mortensen, 10560 Reed Street and Jerry Gieseke, 10573 Reed Street spoke in favor of this annexation and zoning. There was no opposition. The public hearing was declared closed at 7:36 P.M.

RESOLUTION NO. 54 RE MANDALAY GARDENS ANNEXATION FINDINGS

Mayor Pro Tem Atchison moved, seconded by Hicks to adopt Resolution No. 54 making certain findings of fact as required by Section 31-12-110 C.R.S. regarding the annexation of the Mandalay Gardens area. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 69 RE MANDALAY GARDENS ANNEXATION:

Mayor Pro Tem Atchison moved, seconded by Dittman to pass Councilor's Bill No. 69 on first reading annexing of the Mandalay Gardens subdivision to the City of Westminster. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 70 RE MANDALAY GARDENS ZONING

Mayor Pro Tem Atchison moved, seconded by Kauffman to pass Councillor's Bill No. 70 on first reading zoning the Mandalay Gardens subdivision Planned Unit Development (PUD), making the finding that the standards enumerated under Section 11-5-3 of the City Code have been met. Upon roll call vote, the motion carried unanimously.

ADJOURNMENT:

The meeting was adjourned at 7:40 P.M.

ATTEST:

City Clerk

Mayor