



## Staff Report

TO: The Mayor and Members of the City Council

DATE: February 19, 2009

SUBJECT: Briefing and Post-City Council Briefing Agenda for February 23, 2009

PREPARED BY: J. Brent McFall, City Manager

*Please Note: Study Sessions and Post City Council briefings are open to the public, and individuals are welcome to attend and observe. However, these briefings are not intended to be interactive with the audience, as this time is set aside for City Council to receive information, make inquiries, and provide Staff with policy direction.*

Looking ahead to Monday night's Briefing and Post-City Council meeting briefing, the following schedule has been prepared:

Dinner - <u>Please note earlier time.</u>	5:30 P.M.
Council Briefing ( <i>The public is welcome to attend.</i> )	6:00 P.M.
Metro Mayors and Commissioners Youth Award Reception	6:30 P.M.
CITY COUNCIL MEETING	7:00 P.M.
POST BRIEFING ( <i>The public is welcome to attend.</i> )	

### PRESENTATIONS

1. Small Business Capital Project Grant (Attachment)
2. Loan Agreement with Compass re Swap Presentation and Discussion (Attachment)

### CITY COUNCIL REPORTS

1. Report from Mayor (5 minutes)
2. Reports from City Councillors (10 minutes)

### EXECUTIVE SESSION

None at this time.

### INFORMATION ONLY STAFF REPORTS – do not require City Council action

1. Monthly Residential Development Report (Attachment)
2. Faversham Dog Park (Attachment)

Items may come up between now and Monday night. City Council will be apprised of any changes to the post-briefing schedule.

Respectfully submitted,

J. Brent McFall  
City Manager



WESTMINSTER

## Staff Report

City Council Post Meeting  
February 23, 2009



SUBJECT: Small Business Capital Project Grant

PREPARED BY: Becky Chandler, Economic Development Specialist

### Recommended City Council Action

Provide feedback and direct staff to proceed with the Small Business Capital Project Grant program.

### Summary Statement

City Council authorized \$50,000 per year for 2009 and 2010 to provide financial assistance to existing small businesses. The Small Business Capital Project Grant is a pilot program being recommended by the Economic Development Office and the Westminster Business Advisory Group.

The objectives of the grant program are to 1) encourage the growth and retention of existing small businesses, 2) increase the level of business investment in the city, and 3) help meet the needs of small businesses in Westminster.

As designed, the Small Business Capital Project Grant will provide funds for one-time project related costs. Eligible businesses will be those with 10 or fewer employees.

A draft brochure is attached for City Council Review. If approved, staff is ready to implement the new program by April 1, 2009.

**Expenditure Required:** \$ 100,000 over two years

**Source of Funds:** General Capital Improvement Fund – Small Business Assistance Project

## **Policy Issue**

Should the ED staff move forward with program implementation by April 1, 2009?

## **Alternatives**

- Approve the proposed program as submitted.
- Provide suggestions to the proposed program outline detailed in this report.
- Decide not to implement this program.

## **Background Information**

City Council authorized \$50,000 per year in the 2009/2010 CIP Budget to provide financial assistance to existing small businesses. Economic Development staff was tasked with developing and implementing a program that would assist existing businesses.

Two brainstorming sessions were held in January 2008 with Westminster financial institutions to help Economic Development staff identify the gaps businesses are experiencing when applying for financing. The Business Advisory Group (BAG) provided further insight from a business perspective. The groups also brainstormed the best structure of a grant program. With the assistance of local financial institutions and the City's Business Advisory Group, the structure of the Small Business Capital Project Grant was developed. The following are the key elements of the program:

- The basis of the program would be making City grants available to small businesses to assist them in obtaining bank loans for qualified projects.
- Businesses will be eligible to apply for the grant if they are a licensed Westminster business, with 10 or fewer full time equivalent employees.
- The City's grant program will pay 10% of the project loan amount to either the lender or the vendor (maximum of \$5,000) at the time of bank/loan financing.
- Businesses can only apply one-time per year.
- Qualified projects include, but are not limited to, IT equipment, office furnishings, specialized equipment, and other tangible assets. The grant will not finance ongoing business operating expenses.
- The business applying for the grant will first apply for and receive approval for bank financing to fund acquisition of tangible assets.
- The application for the Small Business Capital Project Grant will be submitted by the business to the City's Economic Development office.
- Approval of the grant is contingent upon approval of the bank loan.
- Proof of purchase or project completion will be required from the applying business within 45 days of release of grant funds.
- The grant funds will be available on a first come, first served basis.

Implementation of the new Small Business Capital Project Grant program is set for April 1, 2009. Prior to that, Economic Development staff will host two training sessions for local financial institutions in March 2009 to educate them of the process and encourage them to promote the program. The City will publish a list on the City website of those financial institutions that have been trained to encourage businesses to use local banks.

Additional marketing of the program will be handled thru the E-Newsletter, City Edition and word of mouth promotion. Economic Development staff will be responsible for: 1) promoting the program to small businesses in Westminster, 2) assuring the applicant meets approval criteria, 3) processing grants, and 4) obtaining proof of purchase/project completion.

Economic Development staff and members of the Business Advisory Group will be in attendance at the February 23, 2009 post session meeting to present the proposed Small Business Capital Project Grant.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

## Requirements & Eligibility

### Business Eligibility:

- Must have an active Westminster business license
- 10 or fewer full time equivalent employees
- Approved bank loan for qualifying one-time project

### Grant Limitations:

- Grant amount is 10% of approved loan
- Maximum grant amount of \$5,000
- Only one grant per business per year
- Must be submitted by business owner
- Available only as funding is available
- Contingent upon approval of bank loan
- Grant amount paid directly to lender or vendor at time of application approval
- Proof of purchase/project completion required 45 days from release of grant funds

### Qualifying Projects:

- One-time project related costs
- Tangible asset costs
- Non-operational costs

Economic Development Office  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031

303-658-2108  
Fax: 303-706-3922

[EcoDevo@CityofWestminster.us](mailto:EcoDevo@CityofWestminster.us)

[www.CityofWestminster.us](http://www.CityofWestminster.us)

## Small Business Capital Project Grant



**WESTMINSTER**  
**COLORADO**

## Small Business Capital Project Grant

The City of Westminster Small Business Capital Project Grant provides financial assistance to encourage the growth of existing small businesses in the City.

The grant program is designed to pay for one-time project related costs.

Eligible businesses will be those obtaining a bank financed loan for the one-time capital project cost.

Call 303-658-2108 for  
additional information

## City of Westminster Small Business Capital Project Grant Application

Call 303-658-2108 for application assistance, if needed

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

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Westminster Business License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Description of Project : \_\_\_\_\_  
\_\_\_\_\_

Name of Financial Institution

Providing Loan: \_\_\_\_\_

Name of Loan Officer: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Financial Institution Phone: \_\_\_\_\_

Please submit the following documentation along with grant application:

- Proof of Loan Approval for project related cost (on letterhead)
- Letter of Loan Approval from financial institution (on letterhead)

Applicant Signature \_\_\_\_\_

I attest that information stated above is correct and that failure to complete the said project could result in repayment of grant funds to City of Westminster.



# WESTMINSTER

## Staff Report

City Council/WEDA Board Post Meeting  
February 23, 2009



SUBJECT: Loan Agreement with Compass RE: Swap Presentation and Discussion

PREPARED BY: Robert Smith, Treasury Manager

Robert Byerhof, Senior Financial Analyst

### Recommended City/WEDA Board Action:

Direct Staff to continue negotiating with Compass Bank for a loan that stipulates a condition to initiate a swap agreement under the terms of a loan commitment for the purpose of refinancing the 2005 Westminster Economic Development Authority's (WEDA) North Huron Urban Renewal Area (URA) bonds, and bring this item back for official action as long as terms are negotiated that meet WEDA's needs.

### Summary Statement:

The report presents potential action by Council and the Board to sign a loan agreement with Compass Bank for the purpose of refinancing the WEDA 2005 North Huron bonds. The loan agreement stipulates that a swap agreement must be entered into and this Staff Report includes a presentation outlining the benefits, costs, and risks associated with a swap agreement.

### Background Information:

On January 12, 2009, a Staff Report was presented to the Council and Board, apprising them of the "bank bond" issue with DEPFA Bank (Bank) on certain WEDA debt issues. In summary, WEDA has three tax exempt variable rate debt issues that are backed by a Letter of Credit (LOC) agreement with the Bank, which converted to bank bonds, after remarketing efforts failed to find investors for the bonds due to credit downgrades of the Bank by the rating agencies; however, the Bank was obligated under the terms of the LOC to buy the bonds. As a result of this event, Staff has been working with the City's underwriter, Stifel Nicolaus, & Company, to find a long-term solution that reduces interest costs and preserves fund balances compared to the terms of debt service under the Bank's LOC agreements.

The WEDA debt issues under review include the following URA projects:

- North Huron URA – I-25 Interchange, widening of North Huron Street, and public improvements related to The Orchard development (WEDA Series 2005)
- Mandalay Gardens URA – Land purchases and public improvements related to the Shops at Walnut Creek development (Originally issued in 2003 as taxable bonds and refunded in 2006 to tax exempt bonds)

- South Sheridan URA – Architectural wall, street enhancements, and public improvements related to the redevelopment projects at 72<sup>nd</sup> Avenue and Sheridan Boulevard (WEDA Series 2007)

Since the January Staff Report, a term sheet with Compass Bank was signed to negotiate a term loan for the 2005 North Huron URA debt issue. Under the initial terms of this loan agreement, Compass Bank would purchase the \$66,592,500 bank bonds from the Bank and convert them into 10-year term bonds with a fixed interest rate cost based on an interest rate swap agreement. Before final credit approval was obtained, Compass Bank's parent company in Spain, Banco Bilbao Vizcaya Argentaria, made a corporate decision to limit term loans such as WEDAS's to 7 years. Staff was unable to change the specific pricing on the attached presentation to reflect this change, however; the fundamental points concerning the benefits and risks of swap arrangements remain the same.

Per statutory requirements, the Council and Board need to be informed of the costs, risks, and benefits of entering into a swap agreement. At the January 12<sup>th</sup> meeting, Staff gave a general review of swaps and the attachment to this Staff Report goes into greater detail of the interest rate swap agreement under consideration.

Staff and the City's bond underwriter will be on hand at the Post Meeting to address any questions Council/WEDA Board may have regarding the recommended action.

Respectfully submitted,

J. Brent McFall  
City Manager/Executive Director of Authority

Attachment



# *Interest Rate Swap Agreement*

## **INTEREST RATE SWAP PROPOSAL** **Compass Bank for North Huron URA**

February 2009

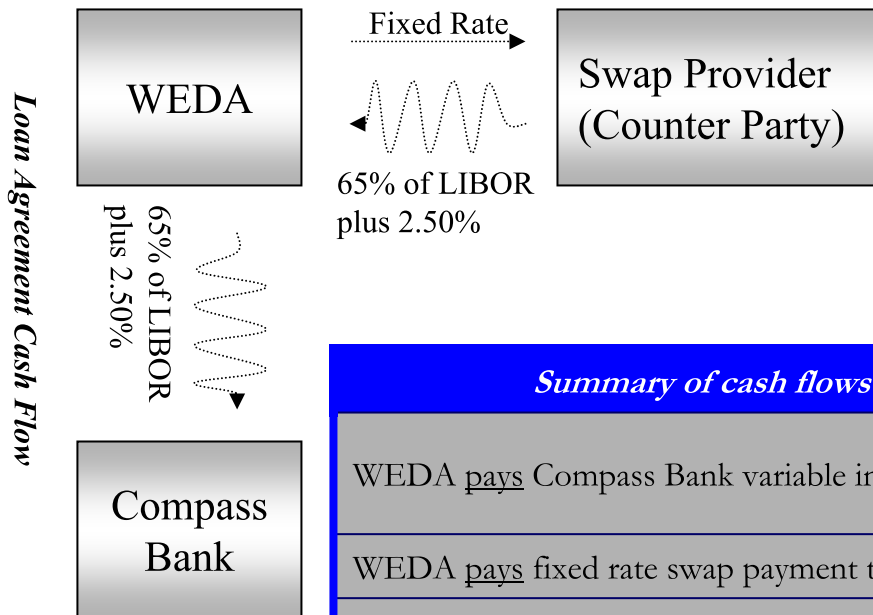
**STIFEL NICOLAUS**

# INTEREST RATE SWAPS

- *What is an Interest Rate Swap?*
  - *An interest rate swap is a contract that exchanges two cash flows.*
  - *There are three components to the Loan and Interest Rate Swap Agreements with Compass Bank –*
    - *WEDA pays variable rate interest to Compass Bank on loan*
    - *Swap Provider pays the same variable interest rate to WEDA*
    - *WEDA pays a fixed interest rate on the swap agreement back to Swap Provider*
- *What the Interest Rate Swap Does*
  - *Allows WEDA to synthetically convert the variable interest rate loan into a fixed interest rate loan.*
- *Why engage in an Interest Rate Swap?*
  - *Removes variable interest rate risk that may adversely increase.*
  - *Interest Rate Swap is a means to obtain a lower fixed rate cost than through a traditional 10-year loan.*
  - *Compass Bank requires this arrangement as part of their willingness to loan WEDA funds to pay off existing Bank Bonds and no other bank has submitted an alternative solution.*
- *Terms/Definitions of a swap*
  - *London Interbank Overnight Rate (LIBOR) - Interest rate index employed with Compass Bank. LIBOR is the world's most liquid index to establish interest rates and is often any banks' true cost of capital.*
  - *Utilizing a weighted formula (1-MTR =65%) of a table index will provide WEDA with tax-exempt cost of funds*
  - *Counterparty or Swap Provider is the entity with which WEDA would enter into the swap agreement. In the proposed Compass Bank loan, the Counterparty would be Compass Bank.*
  - *Notional = Principal outstanding on loan used to calculate interest payments due to each party (WEDA, Compass Bank, & Counterparty)*

# INTEREST RATE SWAPS: Diagram of Cash Flows

## Swap Agreement Cash Flows



## Summary of cash flows of Loan and Interest Rate Swap Agreement

WEDA <u>pays</u> Compass Bank variable interest rate on loan plus 2.5%	65% of LIBOR Plus 2.5%
WEDA <u>pays</u> fixed rate swap payment to Swap Provider *	4.506%
WEDA <u>receives</u> variable rate swap payment from the Swap Provider, offsetting loan interest payment to Compass Bank	65% LIBOR Plus 2.5%
<b>WEDA's net synthetic fixed interest rate payment</b>	<b>4.506%</b>

\* Indicative rates for a 10-year 65% of LIBOR plus 2.50% for a floating-to-fixed swap as of January 26, 2009.

# INTEREST RATE SWAPS

- *Why doesn't Compass Bank just offer a fixed rate loan?*
  - *City's perspective –*
    - *Traditional markets to obtain a loan have become difficult and exceptionally expensive as a result of current global lending issues, which has led to a favorable interest rate swap market.*
    - *WEDA has the opportunity to exploit the dislocation between swap interest rates and traditional interest rates with Compass' proposal to obtain a low fixed swap rate based on LIBOR.*
    - *The swap agreement also provides WEDA the flexibility to terminate the agreement.*
    - *A traditional loan would have pre-payment penalties since the bank would need to adjust its cash-flows and potentially break any long-term agreements it had entered into for the loan to WEDA.*
    - *A scenario that may lead to WEDA canceling the swap agreement is when projected interest rates paid to WEDA are higher than the fixed payment back to the bank, WEDA could cancel the contract and receive a cash payment for the difference in payments.*
  - *Bank's perspective –*
    - *Banks attempt to match the loans they offer (Assets) against the deposits they hold (Liabilities).*
    - *Since banks pay depositors based on short-term interest rates, they prefer to engage in short term or variable rate loans since this matches Assets with Liabilities efficiently and minimizes risk.*
    - *If the bank were to offer a traditional fixed rate 10-year loan, it would need to enter into its own swap agreement in order to maintain the Asset-Liability match preferred and this would add a layer of costs that would be passed on to WEDA.*

# Interest Rate Swap Assessment

## RISKS of a Swap

- **Counterparty Risk** –
  - *Is the possibility that a counterparty becomes financially unable to meet its obligations under the terms of the Swap Agreement.*
  - *An example may be that interest rates on the variable rate payments the counterparty makes are significantly higher than the fixed rate income it receives, resulting in cash flow issues for the Swaps Provider.*
  - *To mitigate this risk, high counterparty credit ratings and possible collateralization requirements may be considered.*
  - *Currently, Compass Bank has solid ratings of : Aa3 (Moody's) and A+ (Standard & Poor's).*
- **Termination Risk** –
  - *Risk that the Swap Provider terminates the agreement prior to its expiration date and WEDA is subject to unscheduled variable rate payments, as well as a potential termination payment (if prevailing rates a lower on the termination date than the contractual rate).*
  - *This risk is mitigated with contract terms that prevent the bank from terminating the swap agreement unless certain conditions are met which limit the financial exposure noted above.*
  - *Since WEDA's underwriter will act as its agent during contract negotiations, WEDA is in a position to negotiate fair terms.*

# Interest Rate Swap Assessment

## BENEFITS OF THE SWAP AGREEMENT

- *Fixed Cost of Borrowing* – The interest rate swap hedges the floating interest rate exposure that is created by the floating rate terms of the loan with Compass, thereby, establishing known fixed interest rate payments for the next 10 years.
- *Flexibility* – Terms of the agreement will allow WEDA to cancel the swap if interest rates present an opportunity to reduce interest costs paid on the loan and obtain a cash payment from the Swaps Provider; however, this comes at a risk as noted previously.
- *Lower interest rate costs* – WEDA benefits with a lower fixed rate cost since the bank doesn't have to engage in agreements to loan long-term when its Asset-Liability match is short-term.

## COSTS OF THE SWAP AGREEMENT

- *Variable versus Fixed Interest Costs* – The fixed rate WEDA pays on the interest rate swap is higher than the variable rate; however, this is typical for any long-term loan versus short-term variable rate loan.

# Interest Rate Swap Assessment

## OTHER

- *Mandated Requirement –*
  - *Bank is requiring that WEDA incorporate the swap interest rate agreement to limit its exposure to variable interest rates.*
  - *The bank then has a predictable cash flow with the fixed rate payment and eliminates potential cash flow difficulties that WEDA may experience if variable interest rates were to skyrocket to high levels for an extended time and subsequently place payments in question if WEDA increment revenues declined significantly.*
- *Balloon Payment –*
  - *With the proposed loan and swap agreement with Compass Bank, WEDA is exposed to a large balloon principal payment after 10 years.*
  - *The original term of bonds was a final maturity in 2028 with principal amortized over 20 years.*
  - *After 10 years of principal payments on the Compass Loan, an outstanding balance is estimated to be \$xx,xxx,xxx*
  - *WEDA will either have to negotiate another loan or build-up fund balance to make the balloon payment after the 10-year loan period.*



Staff Report

Information Only Staff Report
February 23, 2009



SUBJECT: Monthly Residential Development Report

PREPARED BY: Walter G. Patrick, Planner I

Summary Statement:

This report is for City Council information only and requires no action by City Council.

- The following report updates 2009 residential development activity per subdivision (please see attachment) and compares 2009 year-to-date (January) totals with 2008 year-to-date (January) figures.
• The table below shows an overall decrease in new residential construction for 2009 year-to-date (January) compared to 2008 year-to-date (January) totals. There were no residential permits issued in January 2009 versus six total issued in January last year.
• Residential development activity in January 2009 reflects decreases in single-family detached (0 versus 4 in 2008) and single-family attached (0 versus 2 in 2008), and no changes in multi-family or senior housing development when compared to the January totals in 2008 (0 for both years).

NEW RESIDENTIAL UNITS (2008 AND 2009)

Table with columns for UNIT TYPE, JANUARY (2008, 2009), % CHG., YEAR-TO-DATE (2008, 2009), and % CHG. Rows include Single-Family Detached, Single-Family Attached, Multiple-Family, Senior Housing, and TOTAL.



**Background Information**

In January 2009 there were no new service commitments issued, for any residential category, within the subdivisions listed on the attached table.

The column labeled “# Rem.” on the attached table shows the number of approved units remaining to be built in each subdivision.

Total numbers in this column increase as new residential projects (awarded service commitments in the new residential competitions), Legacy Ridge projects, build-out developments, etc. receive Official Development Plan (ODP) approval and are added to the list.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**ACTIVE RESIDENTIAL DEVELOPMENT**

<b><u>Single-Family Detached Projects:</u></b>	<b>Dec-08</b>	<b>Jan-09</b>	<b>2008 YTD</b>	<b>2009 YTD</b>	<b># Rem.*</b>	<b>2008 Total</b>
Bradburn (120th & Tennyson)	1	0	0	0	61	17
CedarBridge (111th & Bryant)	0	0	0	0	4	1
Country Club Highlands (120th & Zuni)	0	0	0	0	99	2
Countryside Vista (105th & Simms)	0	0	0	0	9	0
Huntington Trails (144th & Huron)	0	0	3	0	131	15
Hyland Village (96th & Sheridan)	0	0	0	0	107	4
Legacy Ridge West (104th & Leg. Ridge Pky.)	0	0	0	0	6	1
Lexington (140th & Huron)	0	0	0	0	4	0
Meadow View (107th & Simms)	0	0	0	0	2	2
Park Place (95th & Westminster Blvd.)	0	0	0	0	40	7
Ranch Reserve (114th & Federal)	0	0	1	0	0	2
Savory Farm Estates (109th & Federal Blvd.)	0	0	0	0	24	0
South Westminster (Shoenberg Farms)	1	0	0	0	47	5
Various Infill	0	0	0	0	7	2
Winters Property (111th & Wads. Blvd.)	0	0	0	0	8	0
Winters Property South (110th & Wads. Blvd.)	0	0	0	0	10	0
<b><i>SUBTOTAL</i></b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>559</b>	<b>58</b>
<b><u>Single-Family Attached Projects:</u></b>						
Alpine Vista (88th & Lowell)	0	0	0	0	84	0
Bradburn (120th & Tennyson)	0	0	2	0	0	4
CedarBridge (111th & Bryant)	0	0	0	0	0	0
Cottonwood Village (88th & Federal)	0	0	0	0	62	0
East Bradburn (120th & Lowell)	0	0	0	0	117	0
Eliot Street Duplexes (104th & Eliot)	0	0	0	0	10	0
Highlands at Westbury (112th & Pecos)	6	0	0	0	18	12
Hollypark (96th & Federal)	0	0	0	0	20	0
Hyland Village (96th & Sheridan)	0	0	0	0	153	12
Legacy Village (113th & Sheridan)	0	0	0	0	62	0
South Westminster (East Bay)	0	0	0	0	58	6
South Westminster (Shoenberg Farms)	0	0	0	0	54	0
Summit Pointe (W. of Zuni at 82nd Pl.)	0	0	0	0	58	0
Sunstream (93rd & Lark Bunting)	0	0	0	0	18	0
<b><i>SUBTOTAL</i></b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>714</b>	<b>34</b>
<b><u>Multiple-Family Projects:</u></b>						
Bradburn (120th & Tennyson)	0	0	0	0	233	0
Hyland Village (96th & Sheridan)	0	0	0	0	54	0
Mountain Vista Village (87th & Yukon)	0	0	0	0	144	0
Prospector's Point (87th & Decatur)	0	0	0	0	24	0
South Westminster (East Bay)	0	0	0	0	29	0
South Westminster (Harris Park Sites I-IV)	0	0	0	0	12	0
<b><i>SUBTOTAL</i></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>496</b>	<b>0</b>
<b><u>Senior Housing Projects:</u></b>						
Covenant Retirement Village	0	0	0	0	0	0
Crystal Lakes (San Marino)	0	0	0	0	7	0
Legacy Ridge (112th & Federal)	0	0	0	0	168	0
<b><i>SUBTOTAL</i></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>175</b>	<b>0</b>
<b>TOTAL (all housing types)</b>	<b>8</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>1944</b>	<b>92</b>

\* This column refers to the number of approved units remaining to be built in each subdivision.



# WESTMINSTER

## Staff Report

Information Only Staff Report  
February 23, 2009



**SUBJECT:** Faversham Dog Park

**PREPARED BY:** Rich Dahl, Park Services Manager  
Kathy Piper, Landscape Architect II

### Summary Statement:

This report is for City Council information only and requires no action by City Council.

- Faversham Park is a developed neighborhood park located in the southwest section of the City.
- The proposed dog park area would consist of one acre, with fencing, planting, signage to be located between the existing dam and ball fields. (see attached)
- A public meeting was held on January 14, 2009, at the Irving Street Library. Notification was given to all the surrounding homeowners via surveys, the City website and the local paper.
- Approximately 18 citizens attended with two-thirds opposed and one-third in favor for the dog park. Opposition concerns ranged from, ruining “open space” and wildlife areas, parking, baseball games, biting/uncontrolled animals, vandals, landscaping and parking. Those in favor of the dog park had concerns such as the area might be too small, the dog park should have a second area for small dogs, the fence height, water needs and the ability to maintain grass on the site.
- The project was to be developed with 2009 capital improvement funds budgeted in the Parks Renovation account.
- Staff does not recommend constructing a dog park at Faversham Park as it would be a constant source of complaint from those living near the park and would consume staff and material resources that the City can ill afford to utilize for the benefits derived at this location.
- Unless City Council would prefer to move forward with the project, Staff will continue evaluating other locations for a dog park in the southern portion of the City.

### Background Information

Faversham Park is located at 6109 W. 73<sup>rd</sup> Avenue and is approximately 18 acres. It was constructed in 1984 and was last renovated in 2004, at which time a fishing pier and additional shelter was added adjacent to the pond.

The proposed dog park design, as presented in the public meeting, includes one acre of fenced area, an additional 20-car parking lot, pathways to the dog park and landscaping. Approximately 500 surveys

were sent out to all the surrounding homeowners in that area. Over 100 hundred surveys were received, with the majority in favor of a dog park at this location.

The public meeting was very contentious and obviously upsetting to some of the long-term residents not only due to the proposed dog park, but from recent surrounding commercial and residential development.

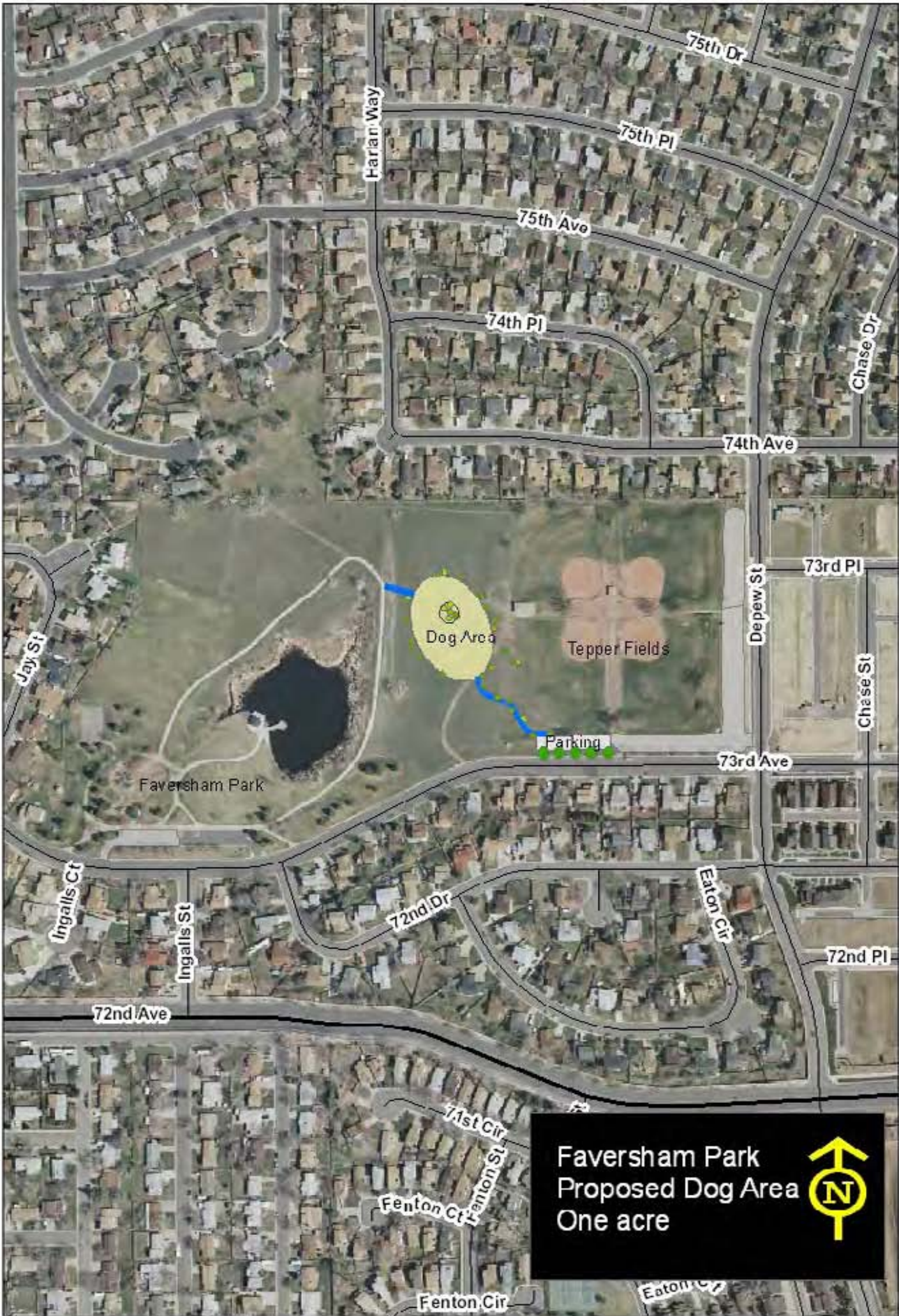
There were several valid issues brought up by both those who opposed or favored the dog park. These issues included concerns of barking dogs, parking, conflicts between dogs and owners, trash and policing of the area, landscaping, the size of the dog park, fencing height, being able to maintain turf within the dog area and maintaining the area for the sledding hill, which is an important neighborhood feature.

Some of these issues could be resolved with a more specific site and landscape planning. However, the overall size, and location of the dog park would not change enough to alleviate all of the citizens' concerns, whether perceived or real. In the best interest of the City and the residents, Staff recommends forgoing construction of a dog park at Faversham Park as it would be a source of complaint from those living near the park and would consume staff and material resources that the City can ill afford to waste at this time.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment



Barian Way

75th Dr

75th Pl

75th Ave

74th Pl

74th Ave

Chase Dr

73rd Pl

Dog Area

Tepper Fields

Depew St

Chase St

Parking

73rd Ave

Faversham Park

Jay St

Ingalls Ct

Ingalls St

72nd Dr

Eaton Cir

72nd Pl

72nd Ave

71st Cir

Fenton Ct

Fenton St

Fenton Cir

Eaton Cir

Faversham Park  
Proposed Dog Area  
One acre

