#### **AGENDA**

## WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING

#### MONDAY, December 19, 2011

#### AT 7:00 P.M.

- 1. Roll Call
- 2. Minutes of Previous Meeting (November 14, 2011)
- 3. Purpose of Special WEDA Meeting is to
  - A. Authorize Cumulative 2011 Purchases over \$50,000 from Advantage Security and The Laramie Property Company
  - B. Approve an ICA with the City and the Orchard Park Place North GID relating to the release of Unpledged Property Tax Increment Collections to the District

#### 4. Executive Sessions

- 1. Discussion of strategy and progress on negotiations related to an exclusive negotiating agreement for the Westminster Urban Center Redevelopment project and provide instructions to the Authority's negotiators as authorized by CRS 24-6-402(4)(e) *Verbal*
- 2. Discussion of strategy and progress on negotiations related to an exclusive negotiating agreement for the Westminster Urban Center Redevelopment project and provide instructions to the Authority's negotiators as authorized by CRS 24-6-402(4)(e) and consultation with the Authority's legal counsel concerning status of the *Sears* litigation and settlement negotiations, as authorized by CRS 24-6-402(4)(b) and (e) *Verbal*

#### 5. Adjournment

# CITY OF WESTMINSTER, COLORADO MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MONDAY, NOVEMBER 14, 2011, AT 7:39 P.M.

#### ROLL CALL

Present at roll call were Chairperson McNally and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Vice Chairperson Winter was absent and excused. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

#### **APPROVAL OF MINUTES**

Board Member Lindsey moved, seconded by Board Member Kaiser, to approve the minutes of the meeting of October 10, 2011, as written. The motion carried by a 5:1 vote with Board Member Atchison abstaining since he was not a member of the Authority when the meeting had been held.

#### CONTRACT AMENDMENT FOR PHASE 2 OF THE WESTMINSTER MALL DEMOLITION

Upon a motion by Board Member Lindsey, seconded by Board Member Briggs, the Authority voted unanimously to authorize the Executive Director to execute a contract amendment with Sturgeon Electric in the amount of \$72,899 for electrical work attendant to the demolition of the Westminster Mall, bringing their total contract amount to \$82,379.

#### **ADJOURNMENT**

There was no further business to be conducted, and the	e meeting adjourned at 7:40 p.m.	
ATTEST:	Chairperson	
Secretary		

### WEDA Agenda Item 3 A

#### Agenda Memorandum

#### Westminster Economic Development Authority December 19, 2011





**SUBJECT:** Advantage Security and The Laramie Property Company Cumulative 2011

Purchases over \$50,000

Prepared By: Susan Grafton, Economic Development Director

#### **Recommended Board Action**

Based on the report and recommendation of the City Manager, determine that the public interest will be best served by ratifying the purchase of services from Advantage Security and The Laramie Property Company and to pay any past invoices not previously authorized with Advantage Security up to a maximum of \$69,000 as well as pay any past invoices not previously authorized with The Laramie Property Company up to a maximum of \$80,000.

#### **Summary Statement**

- The Westminster Municipal Code requires that all purchases over \$50,000 be brought to City Council. Staff has taken a conservative approach in interpreting this requirement; to include transactions where the cumulative total purchases by individual City departments for similar commodities or services from one vendor in a calendar year exceeds \$50,000.
- During routine review of WEDA payments to Advantage Security and The Laramie Property Company, Staff has identified cumulative expenditures that have exceeded \$50,000 that require WEDA authorization. As of November 1, 2011, the Finance Department Accounts Payable Division reports that payments to Advantage Security total \$59,784 and payments to The Laramie Property Company total \$79,993.
- Funds were previously appropriated and are available in the 2011 Westminster Center Urban Reinvestment Project CIP budgets for the purchase of security services and property management services.

**Expenditure Required:** \$149,000

**Source of Funds:** WEDA – Westminster Center Urban Reinvestment Project



#### **Policy Issue**

Should WEDA ratify and approve the cumulative purchases of security services and property management services which total over \$149,000 in 2011?

#### Alternative

No alternatives identified.

#### **Background Information**

In May, WEDA acquired the Westminster Mall as part of WEDA's redevelopment efforts. Two of the services that immediately became WEDA's responsibility were providing security and managing the mall operations. At the time, contracts were signed with Advantage Security and The Laramie Property Company to handle those responsibilities on behalf of WEDA until the mall operations were closed down and all tenants were moved out. As operations of the mall proceeded it was determined that two former mall employees need to be retained so that we could more optimally operate the mall. Because the two employees were going to be answerable to the principal of The Laramie Property Company who was overseeing management of the mall it was decided it was best that the former employees work as contract labor for The Laramie Property Company.

The need for Advantage Security was expected to taper off after all the inline tenants were gone in the mall. Therefore staff budgeted and signed a contract assuming no services would be needed beyond June 2011. In actuality, staff has found that security services are still needed to monitor the full site as well as to show a presence at opening and closing of the stores.

Having never owned and operated a mall before, staff was charting new territory with cost estimates and time demands. As a result, both contracts unintentionally went over the \$50,000 spending limit. The property management services will no longer be needed. The security services will continue in 2012. Staff has a much better idea of security needs now and should be able to avoid future year end ratifications of security expenditures.

Respectfully submitted,

J. Brent McFall Executive Director

#### **Agenda Memorandum**

#### Westminster Economic Development Authority Meeting December 19, 2011







SUBJECT: Intergovernmental Cooperation Agreement between the Westminster Economic

Development Authority, the City of Westminster and the City of Westminster Orchard Park Place North General Improvement District relating to the release of

unpledged property tax increment collections to the District

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

Barb Dolan, Sales Tax Manager

#### **Recommended Board Action**

Authorize the Executive Director to execute the Intergovernmental Cooperation Agreement (ICA) between the Westminster Economic Development Authority (WEDA), the City of Westminster (City) and the City of Westminster Orchard Park Place North General Improvement District (District) for the release of unpledged property tax increment collections to the District for payment to the City for assessments, recoveries, interest, maintenance and administrative costs associated with the Orchard View Property and the Centura Orchard View Property in substantially the same language as attached.

#### **Summary Statement**

- The City and WEDA entered into an economic development agreement (EDA) dated April 14, 2008 with Centura Health Corporation (Centura) and AZG Westminster, LLC (AZG), which was amended and restated on November 24, 2009.
- The EDA relates to a 56 acre parcel known as Orchard View Property owned by AZG. Of the 56 acres, 40 acres were subsequently sold to Centura (Centura Orchard View Property) for a planned medical complex, with the remaining 16 acres to be developed by AZG.
- Over the entire 56 acres, there were over \$8.4 million of recoveries and assessments due including \$4.9 million for a portion of the 144<sup>th</sup> Avenue interchange costs. The developers requested that the City either waive or allow the financing of the recoveries.
- The EDA provided for both the waiver of a portion of the recoveries as well as a financing mechanism to pay for the remaining recovery costs.
- The District was established to pay the assessments, recoveries, interest, maintenance and administrative costs owed to the City via a property tax mill levy.
- The District lies within the boundaries of the WEDA North Huron Urban Renewal Area (URA). Since the URA captures all sales and property tax increment within its boundaries, an IGA is necessary to release to the District its property tax revenues that are captured by the URA. These revenues can then be paid by the District to the City towards the outstanding assessments, recoveries, interest, maintenance and administrative costs as originally contemplated in the EDA.

**Expenditure Required:** Amount to be determined annually in the WEDA budget

**Source of Funds:** Tax Increment Revenues



#### **Policy Issue**

SUBJECT:

Should WEDA enter into an ICA with the City and the District regarding the release of property tax increment to the District to be paid to the City for assessments, recoveries, interest, maintenance and administrative costs?

#### **Alternative**

The alternative would be to not approve the ICA. This alternative is not recommended. By entering into the EDA, WEDA agreed to release to the District property tax increment generated by the District's mill levy captured by WEDA.

#### **Background Information**

On April 14, 2008, WEDA and the City entered into an EDA with Centura and AZG regarding the Orchard View Property and the Centura Orchard View Property. The EDA, which was amended and restated on November 24, 2009, is a multi-party agreement regarding the development of the Orchard View Property and the Centura Orchard View Property, which are both located in the North Huron URA and the District.

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

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

The EDA relates to a 56 acre parcel known as Orchard View Property owned by AZG. Of the 56 acres, 40 acres were subsequently sold to Centura (Centura Orchard View Property) for a planned medical complex, with the remaining 16 acres to be developed by AZG. Over the entire 56 acres, there were over \$8.4 million of recoveries and assessments due including \$4.9 million for a portion of 144<sup>th</sup> Avenue interchange cost. The developers requested that the City either waive or allow the financing of the recoveries.

In response, the EDA provided for the following:

- a. I-25/144<sup>th</sup> Avenue Interchange Assessment Waive half of this assessment and recoup the other \$2,461,000 through a new District property tax levy. The waiver of half the assessment is a direct benefit to Centura and allowed them to purchase the 40 acres parcel at a lower cost.
- b. Up Front Payment The developer to pay recoveries and assessments up front to help cover costs relative to the McKay Lake outfall improvements: \$2,097,410.
- c. Financing Total recoveries and assessment to be financed through a new District: \$4,154,549 (inclusive of \$2,461,000 for the portion of the interchange recovery that was not waived).

The Orchard Park Place North General Improvement District was established in September 2009 in accordance with the EDA. The terms of the financing are as follows:

<u>City Recovery Mill Levy</u>: 10 mill levy will be used to pay to the City \$4,154,549 in recoveries, assessments and interest. This mill levy will end once the principal and interest is paid to the City.

<u>City Maintenance Mill Levy</u>: 3 mill levy will be used to compensate the City for maintenance of the new public infrastructure built for the development and the City's standard administrative service fee for an indefinite amount of time.

<u>Interest Rate</u>: This will be assessed at six percent (6%) per annum against the principal balance of the recoveries and assessments.

The District is included in the boundaries of the North Huron URA. The URA captures all of the property tax increment associated with the District mill levy. An ICA is required to release the property tax increment collected by WEDA and to establish the terms by which the District will pay to the City the assessments, recoveries, interest, maintenance and administrative costs due to the City.

Once the ICA is approved, the District will annually pay to the City the property tax collected on the base valuation from the City Recovery Mill Levy and the City Maintenance Mill Levy and all incremental property tax released to the District by WEDA for the District's City Recovery Mill Levy and City Maintenance Mill Levy.

This recommended action supports the strategic objectives of a Financially Sustainable City Government Providing Exceptional Services; a Strong, Balanced Local Economy; and Vibrant Neighborhoods in One Livable Community. It does so by assuring that the City receives payment for associated costs related to redevelopment and development projects.

Respectfully submitted,

J. Brent McFall Executive Director

Attachment - Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT AMONG THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF WESTMINSTER AND THE CITY OF WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT REGARDING TAX INCREMENT REVENUES, GENERAL IMPROVEMENT DISTRICT FINANCED RECOVERY COSTS AND ADMINISTRATIVE, OPERATING AND MAINTENANCE COSTS

This Intergovernmental Cooperation Agreement (the "ICA"), dated as of \_\_\_\_\_\_\_\_\_, 2011, by and among the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY ("WEDA"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, the CITY OF WESTMINSTER (the "City"), a home rule municipality duly organized and existing under the Constitution and laws of the State of Colorado, the CITY OF WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT ("District"), a quasimunicipal corporation and body corporate of the State of Colorado duly organized and existing pursuant to Title 31, Article 25, Part 6, C. R. S., as amended (collectively the "Parties").

#### WITNESSETH;

WHEREAS, the City Council of the City has adopted an urban renewal plan known as the "North Huron Urban Renewal Plan" ("Urban Renewal Plan") under and pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et. seq., C.R.S., as amended (the "Act"); and

WHEREAS, in accordance with the Urban Renewal Plan and the Act, WEDA is authorized to undertake urban renewal projects and activities and to finance such projects and activities by utilization of certain incremental increases in property and sales taxes; and

WHEREAS, the Urban Renewal Plan defines an urban renewal area (the "Urban Renewal Area") which is generally described as property located west of the centerline of I-25, east of the centerline of North Huron Street, south of the centerline of 152nd Avenue and north of the centerline of 124<sup>th</sup> Avenue extended (except for three areas where the boundaries extend west of Huron Street, including the extended right-of-way of 144th Avenue); and

WHEREAS, an Amended and Restated Economic Development Agreement was entered into between Centura Health Corporation, AZG Westminster, LLC, the City of Westminster and the Westminster Economic Development Authority dated November 24<sup>th</sup>, 2009 (the "Agreement") incorporated herein by reference as Exhibit A:

WHEREAS, the Distict was one of the Districts established to assist in the financing of the public improvements for the development of the Orchard View Property including the Centura Orchard View Development; and

WHEREAS, the City ascertains that certain assessments and recovery costs are due on the Orchard View Property and the Centura Orchard View Property in the amount of \$4,154,549 plus accrued interest at the rate of six percent (6%) per annum accruing from April 14, 2008 as specified in Section 6 of the Agreement ("GID Financed Recovery Costs"); and

WHEREAS, the District is responsible for costs to operate and maintain the improvements that are the subject of the GID Financed Recovery Costs ("Improvements") in the District, as well as administering the District; and

WHEREAS, at an election held on November 3, 2009, a majority of the eligible electors of the District voting thereon approved the following questions (the "Election Questions"):

### WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT BALLOT ISSUE 5A:

SHALL WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT TAXES BE INCREASED \$100,000 ANNUALLY IN THE FIRST YEAR OF COLLECTION OR BY SUCH OTHER AMOUNT AS IS COLLECTED IN THE FUTURE FROM A MILL LEVY OF NOT TO EXCEED 3 MILLS (WITH THE ACTUAL MILL LEVY RATE FOR ANY FISCAL YEAR TO BE ADJUSTED DOWNWARDS OR UPWARDS BY THE BOARD OF DIRECTORS IN ITS DISCRETION) TO PAY THE ANNUAL EXPENSES TO OPERATE AND MAINTAIN CAPITAL IMPROVEMENTS AND TO ADMINISTER THE DISTRICT (AS SPECIFIED IN THE ECONOMIC DEVELOPMENT AGREEMENT ENTERED INTO APRIL 14, 2008 AMONG THE CITY, THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, AZG WESTMINSTER, LLC, AND CENTURA HEALTH CORPORATION); AND SHALL THE REVENUES FROM SUCH TAXES AND ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION AND NOTWITHSTANDING THE 5.5% REVENUE LIMIT OF SECTION 29-1-301, C.R.S. OR THE LIMITS OF ANY OTHER LAW?

### WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT BALLOT ISSUE 5B:

SHALL WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT BE AUTHORIZED TO COLLECT, KEEP AND SPEND ALL REVENUES IT RECEIVES AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

# WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT BALLOT ISSUE 5C:

SHALL WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$4,154,549.40 WITH A REPAYMENT COST OF \$50,000,000; AND SHALL THE DISTRICT TAXES BE INCREASED \$400,000 ANNUALLY IN THE FIRST YEAR OF COLLECTION OR BY SUCH OTHER AMOUNT AS IS COLLECTED IN THE FUTURE FROM A MILL LEVY OF NOT TO EXCEED 10 MILLS TO PAY THE DISTRICT DEBT; SUCH DEBT TO CONSIST OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF WESTMINSTER FOR THE PURPOSE OF PAYING, REIMBURSING OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET, WATER, SEWER AND STORM DRAINAGE IMPROVEMENTS (AS SPECIFIED IN THE ECONOMIC DEVELOPMENT AGREEMENT ENTERED INTO APRIL 14, 2008 AMONG THE DEVELOPMENT WESTMINSTER AUTHORITY, **ECONOMIC** WESTMINSTER, LLC, AND CENTURA HEALTH CORPORATION), TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES; SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 6%; SUCH DEBT TO BE TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION AND NOTWITHSTANDING THE 5.5% REVENUE LIMIT OF SECTION 29-1-301, C.R.S. OR THE LIMITS OF ANY OTHER LAW?

WHEREAS, WEDA acknowledges in the Agreement that any tax increment revenues that it receives which are attributable to the District's current and future levy of ad valorem taxes on real and personal taxable property within the District shall be remitted to the District; and

WHEREAS, the Improvements are located within the Urban Renewal Area and are the type of project which WEDA is authorized to undertake pursuant to the Act and the Urban Renewal Plan; and

WHEREAS, the Parties are authorized by Section 112 of the Act to enter into cooperative agreements with respect to projects and activities and are authorized by Section 29-1-203, C.R.S. to enter into contracts to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties desire to enter into an intergovernmental cooperation agreement setting forth their intent to cooperate as to the provisions of the Agreement and to assure that taxes levied by the District are made available to the District for purposes of paying the GID Financed Recovery Costs and costs to administer, operate and maintain the District.

NOW THEREFORE, in consideration of the foregoing recitals, and pursuant to the Agreement, the City, WEDA and the District hereby agree as follows:

- 1. <u>GID Financed Recovery Costs</u>; <u>District Obligation To Levy Taxes</u>. The Parties agree that the City is owed the GID Financed Recovery Costs and that the City has agreed to accept property tax revenues in payment of these costs. Therefore, the District shall annually levy a property tax of 10 mills ("City Recovery Mill Levy") to pay the City the total amount of the GID Financed Recovery Costs plus accrued interest at the rate of six percent (6%) per annum accruing as of April 14<sup>th</sup>, 2008. Payments will be applied first to current interest, then to outstanding accrued interest and lastly to principal. The obligation to levy the City Recovery Mill Levy shall end when the GID Financed Recovery Costs plus accrued interest have been paid.
- 2. Administration, Operation and Maintenance Costs; District Obligation To Levy Taxes. The Parties agree that the District shall annually levy a property tax of 3 mills ("City Maintenance Mill Levy") to pay the City for administering the District and for operating and maintaining the Improvements. The obligation to levy the City Maintenance Mill Levy will end when the Improvements are no longer operational.
- 3. <u>District Revenues</u>. The District agrees that any revenues not otherwise pledged that it receives as a result of the District's City Recovery Mill Levy and/or City Maintenance Mill Levy on real and personal taxable property plus applicable interest on the ad valorem taxes within the District (the "Property Tax Revenues"), shall be segregated upon receipt. All property tax revenues, plus any other revenues received by the District and legally available shall be remitted by the District to the City no later than December 31 of each calendar year commencing with taxable year 2011.
- 4. <u>WEDA Tax Increment Revenues</u>. The Improvements benefit the property located within the Urban Renewal Area and as a result benefit WEDA by facilitating development of the property within Urban Renewal Area. In order to assist the District in paying the City for the GID Financed Recovery Costs and for annual District administration, operation and maintenance costs, WEDA agrees that the portion of tax increment revenues that it receives pursuant to Section 107(9)(II) of the Act and the Urban Renewal Plan which are attributable to the District's Property Tax Revenues within the Urban Renewal Area (the "District Tax Increment Revenues"), shall be segregated upon receipt. WEDA shall remit the District Tax Increment Revenues received by WEDA to the District no later than December 31 of each calendar year commencing with taxable year 2011. The obligation of WEDA set forth herein shall constitute an obligation to the District to finance an urban renewal project within the meaning of Section 107(9) of the Act.
- 5. <u>Use of Revenues</u>. The City agrees to apply the District Tax Increment Revenues and the Property Tax Revenues to the assessments and recovery costs associated with the Orchard View Property and the Centura Orchard View Property. WEDA hereby covenants that so long as this ICA is in effect, it will not pledge, encumber or otherwise transfer the revenues or the right to the District Tax Increment Revenues paid to WEDA in accordance with the Act. The District hereby covenants that so long as this ICA is in effect, it will not pledge, encumber or otherwise transfer the revenues or the right to the Property Tax Revenues.

- 6. <u>Cooperation</u>. The Parties covenant with each other that in any action or challenge of the Urban Renewal Plan and/or this ICA, regarding the legality, validity or enforceability of any provision thereof, the Parties will work cooperatively and in good faith to defend and uphold each and every such provision.
- 7. <u>Enforcement</u>. WEDA agrees that it shall enforce the collection of all moneys which may qualify as District Tax Increment Revenues.
- 8. <u>Effective Date; Term.</u> This ICA shall become effective January 1, 2012. Unless sooner terminated by mutual consent of the Parties, this ICA shall remain in full force and effect until the District has fully performed its obligations under Sections 1, 2 and 3 of this ICA provided that WEDA's obligation under Sections 4 and 5 of this ICA terminate when the tax allocation provisions of the Urban Renewal Plan and the Act terminate.
- 9. <u>Amendments and Waivers</u>. No amendment or waiver of any provision of this ICA, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 10. <u>Governing Law</u>. This ICA shall be governed by, and construed in accordance with the laws of the State of Colorado.
- 11. <u>Headings</u>. Paragraph headings in this ICA are included herein for convenience of reference only and shall not constitute a part of this ICA for any other purpose.
- 12. <u>Severability</u>. If any covenant, term, condition, or provision under this ICA shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this ICA to be duly executed and delivered by their respective officers thereunto and duly authorized as of January 1, 2012.

	WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
	By: Executive Director
ATTEST:	APPROVED AS TO FORM:
Secretary	Attorney for Authority

### CITY OF WESTMINSTER

	By:
	City Manager
(SEAL)	
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
City Attorney	
	CITY OF WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT
	By: Executive Director
ATTEST:	Executive Director
Secretary	
APPROVED AS TO FORM:	
District's Attorney	