

AGENDA

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING**

MONDAY, MAY 19, 2014

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (March 10, 2014)
- 3. Public Hearings and New Business**
 - A. License Agreement for Farmer's Market on Westminster Urban Reinvestment Project Site
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, MARCH 10, 2014, AT 7:11 P.M.

ROLL CALL

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

APPROVAL OF MINUTES

Board Member Briggs moved, seconded by Board Member Baker, to approve the minutes of the meeting of February 24, 2014, as written. The motion carried unanimously.

WEDA/CITY ICA FOR REIMBURSEMENT OF CERTAIN SOUTH SHERIDAN URA COSTS

Upon a motion by Vice Chairperson Winter, seconded by Board Member Pinter, the Authority voted unanimously to authorize the Executive Director to sign an Intergovernmental Cooperation Agreement between the City of Westminster (City) and the Westminster Economic Development Authority (WEDA), in substantially the same form as attached to the agenda memorandum, providing payment to the City from WEDA for reimbursement of costs associated with a redevelopment agreement benefitting the URA and City incurred costs related to maintenance of improvements in the South Sheridan Urban Renewal Area.

PUBLIC HEARING TO CONSIDER 2014 BUDGET AMENDMENT

At 7:13 p.m. the Chairperson opened a public hearing to consider amendment of the 2014 Budget. Staff had no formal presentation and was present to answer any questions from Council or the public. The proposed budget amendment would authorize a supplemental appropriation to reimburse the City for costs incurred on behalf of the South Sheridan Urban Renewal Area.

The Authority had no questions. The Chairperson invited public comment and there was none. At 7:14 p.m., the Chairperson closed the public hearing.

RESOLUTION NO. 153 AUTHORIZING SUPPLEMENTAL APPROPRIATION TO 2014 BUDGET

It was moved by Vice Chairperson Winter and seconded by Board Member Briggs to adopt Resolution No. 153 authorizing a supplemental appropriation to the 2014 WEDA budget. At roll call, the motion passed unanimously.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 7:15 p.m.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority Meeting
May 19, 2014



SUBJECT: License Agreement for a Weekly Farmers' Market on the Westminster Center Urban Reinvestment Project (WURP) Site

Prepared By: Aric Otzelberger, Assistant to the City Manager

Recommended Board Action

Authorize the Executive Director to sign a license agreement with Farmer's Market USA, LLC allowing a weekly farmers' market on the WURP site on Saturdays from 10 am to 2 pm from June through November 2014.

Summary Statement

- The Westminster Economic Development Authority (WEDA) currently has a significant property interest in the WURP site, defined as the property generally located south of 92nd Avenue, north of 88th Avenue, west of Sheridan Boulevard and east of Harlan Street.
- Local Radius, also known as Farmer's Market USA, LLC, approached the City of Westminster about holding a weekly farmers' market on the property. Local Radius has successfully managed farmers' markets in the past in Westminster, along with other communities including Arvada and Littleton. Local Radius submitted a City of Westminster Special Event Permit application for the farmers' market.
- The City of Westminster's Special Event Review Team has reviewed the application and coordinated event requirements and logistics with Local Radius.
- Per the proposed license agreement, the farmers' market is scheduled to begin on June 7 and run through November 1. The market will be open to the public from 10 am to 2 pm on Saturdays only. Time is allotted for vendor set up and tear down/cleanup as well. The general location for the farmers' market is on the west side of the Olive Garden, north of 88th Avenue and south of J.C. Penney. A map is provided in the attached license agreement.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the Board authorize the Executive Director to sign a license agreement with Farmer's Market USA, LLC, allowing a weekly farmers' market on the WURP site on Saturdays from 10 am to 2 pm from June through November 2014?

Alternatives

- Do not allow a weekly farmers' market on the WURP site.
- Allow a weekly farmers' market on the WURP site but require Staff to issue a formal request for proposals. Staff does not recommend this due to the time constraints that may prohibit Farmer's Market USA or other vendors from submitting a proposal and being able to commence operations on June 1.

Background Information

Local Radius, also known as Farmer's Market USA, LLC, approached the City of Westminster about holding a weekly farmers' market on the WURP property. Local Radius has successfully managed farmers' markets in the past in Westminster, along with other communities including Arvada and Littleton. Local Radius submitted a City of Westminster Special Event Permit application for the farmers' market. The City of Westminster's Special Event Review Team has reviewed the application and coordinated event requirements and logistics with Local Radius.

Per the proposed license agreement, the farmers' market is scheduled to begin on June 7 and run through November 1. The market will be open to the public from 10 am to 2 pm on Saturdays only. Time is allotted for vendor set up and tear down/cleanup as well. The general location for the farmers' market is on the west side of the Olive Garden, north of 88th Avenue and south of J.C. Penney. A map is provided in the attached license agreement. Local Radius anticipates between 35 and 70 vendors depending on the date and time of year. Each vendor is allowed one ten foot by ten foot tent. The market will be "blocked" to prevent automobile traffic through the market. Farmer's Market USA will be responsible for all event cleanup at the conclusion of each market.

Per the proposed license agreement, one forty square foot sign would be allowed advertising the farmers' market within the WURP property boundary near the northwest corner of 88th Avenue and Sheridan Boulevard. This sign would be allowed to stay in place from June 1, 2014, through November 1, 2014. The license agreement would also allow placement of four temporary signs within the WURP property boundary along the north side of 88th Avenue between Sheridan Boulevard and Harlan Street. These signs would only be allowed on the Saturday of each market from 8am to 4pm.

This recommended action supports the strategic objectives of a Strong, Balanced Local Economy and Vibrant Neighborhoods in One Livable Community. It does so by establishing a community event that supports small farms and local vendors at the site of exciting forthcoming redevelopment and revitalization. The event also presents an opportunity to purchase fresh and healthy foods that are grown and produced locally.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment – License Agreement

**LICENSE AGREEMENT TO USE A PORTION OF THE WESTMINSTER URBAN
REINVESTMENT PROJECT SITE FOR A WEEKLY FARMERS' MARKET**

THIS LICENSE and AGREEMENT, is made and entered into this ___th day of May, 2014, between the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY**, hereinafter called the "Authority," and **FARMER'S MARKET USA**, a Colorado limited liability company, hereinafter called "FM USA" or "licensee" as follows:

WHEREAS, the Authority owns certain property generally located south of 92nd Avenue, north of 88th Avenue, west of Sheridan Boulevard and East of Harlan Street in the City of Westminster, known as the Westminster Urban Reinvestment Project or WURP site; and

WHEREAS, FM USA wishes to conduct a farmers' market on a portion of the WURP site; and

WHEREAS, the Authority is willing to allow such use on certain Saturdays in the months of June through November, 2014; and

WHEREAS, FM USA is willing and able to conform to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Authority and FM USA agree as follows:

1. The Authority hereby grants a Revocable License to FM USA for use of the parking lot area at the WURP site as shown on Attachment A, incorporated herein by reference. The License shall commence at 2 a.m. on June 7, 2014 and shall terminate at 6 p.m. on November 1, 2014 unless earlier terminated as provided below. This License does not create or vest any property interest of any nature in the licensee.
2. FM USA will establish a market, open to the public, and sell fruits, vegetables, dairy items, meats and other products of an agrarian nature, along with homemade products including candles, soaps and non-agrarian crafts.
3. FM USA will use the parking lot area at the WURP site as shown on Attachment A from the hours of 8 am until 4 pm, on Saturdays only, from June 7, 2014 through November 1, 2014. Vendor set up will occur between the hours of 8 am and 10 am, the market will be open to the public between the hours of 10 am to 2 pm, and vendor tear down and site cleaning will occur between the hours of 2 pm and 4 pm.
4. FM USA will set up and remove all tents, booths and stands on the site and will return the site to its former condition, free of debris and litter of all kinds.
5. FM USA will furnish all necessary signs in conformance with the sign regulations of the City of Westminster. Such signage will be limited to the following: One sign ("Sign Type A") may be placed within the WURP property boundary near the northwest corner of the intersection of 88th Avenue and Sheridan Boulevard. This sign can remain in position on a daily basis from June 1 through November 1. The City will allow placement of up to four additional signs ("Sign Type B") within the WURP property boundary along the north side of 88th Avenue, between Sheridan Boulevard and Harlan Street. These signs are only allowed from 8 am to 4 pm on each Saturday from June 7, 2014 through November 1, 2014. Sign Type A shall be no larger than 40 square feet in total size and shall match the design depicted in Attachment B, hereto. Sign Type B

shall be no larger than 5 square feet in total size and shall match the design depicted in Attachment C, hereto.

6. If any water or power is required for FM USA's use of the property, FM USA will be responsible for securing, furnishing, and paying for any necessary electricity or water on site.
7. FM USA shall reimburse the Authority for any costs the Authority incurs for any damage to the site or for trash collection and disposal, should the same be required. FM USA agrees to pay such costs within ten (10) days of billing by the Authority.
8. This License and Agreement may be terminated for any reason whatsoever by either party upon seven (7) days written notice to the other. Termination shall not affect any continuing duties such as clean-up, indemnification, or insurance.
9. During the course of this License and Agreement, FM USA shall maintain Comprehensive General Liability Insurance of \$1,000,000 per occurrence. The Authority will be an additional named insured under FM USA's Comprehensive General Liability coverage. FM USA shall provide certificates of insurance to the Authority indicating compliance with this paragraph.
10. In the conduct of the farmers' market, FM USA shall act as an independent contractor and not as agent of the Authority, nor shall any provision of this License and Agreement create any partnership or joint venture between FM USA and the Authority.
11. FM USA shall maintain books and records with respect to the assessment and collection of City of Westminster sales taxes. FM USA shall ensure that all farmers' market vendors obtain a sales tax license from the City Clerk and file sales tax returns for all products sold at the farmers' market.
12. FM USA shall indemnify and hold harmless the Authority and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the use of the WURP site and conduct of the farmers' market, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, or death, or to injury to or destruction of tangible property, and (2) is caused by any negligent act or omission of FM USA, or anyone directly or indirectly employed by FM USA.
13. FM USA shall comply with all state and federal health and other laws and regulations applicable to the sale of produce and the conduct of a farmers' market.
14. This License and Agreement is not assignable by either party.

ALL NOTICES AND INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE CITY MANAGER'S OFFICE, ATTENTION: ARIC OTZELBERGER

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

FARMER'S MARKET USA
DEVELOPMENT AUTHORITY

By: _____

Printed Name: Nathan Mudd

Title: Sole Manager

Address:

5716 Yarrow Street
Arvada, CO 80002

WESTMINSTER ECONOMIC

By: _____

J. Brent McFall, Executive Director

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

Linda Yeager, Secretary

APPROVED AS TO LEGAL FORM

By: _____

Authority Attorney

ATTACHMENT A



2014

 LOCALRADIUS™

WESTMINSTER
FARMERS MARKET



JUNE - FALL

WESTMINSTER

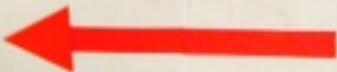
Saturdays 10am - 2pm



FARMERS

MARKET

TODAY



ATTACHMENT C