WESTMINSTER

January 25, 2016
7:00 P.M.

REVISED - CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 4) is reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings** (January 11, 2016)
4. **Citizen Communication (5 minutes or less)**
5. **Report of City Officials**
   A. City Manager's Report
6. **City Council Comments**
7. **Presentations**
   A. Presentation of Employee Service Awards

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. **Consent Agenda**
   A. Financial Report for December 2015
   B. Third Quarter Insurance Claims Report
   C. Approval of Special Legal Counsel Contract – Dadiotis Litigation
   D. Stone Veneer Change Order for the Westminster Station – Phase 1 Infrastructure Project
   E. Purchase of 13 Patrol Vehicles from State Bid
   F. Purchase of Utilities Tele-Handler From NJPA Award
   G. Fleet Maintenance Cumulative Fuel Purchases Over $75,000
   H. Fleet Maintenance Cumulative Tire Purchases Over $75,000
   I. Grant Application for Hyland Hills Park and Recreation District
   J. 2016 Foothills Animal Shelter Construction Debt Service Assessment
   K. 2016 Foothills Animal Shelter Special Assessment
   L. Citywide Radio System Service and Maintenance Contract Payment
   M. Police Department Payment to North Metro Task Force
   N. Wastewater Collection System Improvements CIPP Lining Project Construction Contract Amendment
   O. West Side Pump Stations Improvements Engineering Design Contract
   P. Authorize Funding for 2016 West Side Pump Stations Capital Improvements Project
   Q. Second Reading of Councillor's Bill No. 1 Authorizing Supplemental Appropriation for COPs
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
    A. Public Hearing re Alto Project Rezone, PDP, and ODP
    B. Councillor's Bill No. 2 re Alto Rezone
    C. Approve Alto Project PDP
    D. Approve Alto Project ODP
    E. Resolution No. 3 Modifying City Council's Rules and Regulations Related to Travel
    F. Resolution No. 4 re Awarding Service Commitments to Amberwood Estates
    G. Resolution No. 5 re Awarding Service Commitments to Bradburn Village
    H. Resolution No. 6 re Awarding Service Commitments to CalAtlantic Homes
    I. Resolution No. 7 re Awarding Service Commitments to Crown Point at Standley Lake

J. Resolution No. 8 re Awarding Service Commitments to Valley View Estates
K. Resolution No. 9 re Awarding Service Commitments to Wall Custom Homes
L. Resolution No. 10 re Awarding Service Commitments to The Westminster Promenade
M. Resolution No. 11 re Acquisition of Property Interest for 92nd Avenue and Federal Intersection Improvements
N. Resolution No. 12 re Spring 2016 Adams County Grant Applications
O. Downtown Westminster Street and Utility Project – Construction Contingency

11. Old Business and Passage of Ordinances on Second Reading

12. Miscellaneous Business and Executive Session

A. City Council
B. Executive Session - Discussions with the City Attorney for the Purpose of Receiving Legal Advice on Pending Litigation in the Brandt v. City of Westminster Case as Authorized by Section 24-6-402(4)(b), C.R.S., and Section 1-11-3(C)(3), W.M.C. – ***Verbal***

13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (Separate Agenda)
CITY OF WESTMINSTER DOWNTOWN GENERAL IMPROVEMENT DISTRICT (Separate Agenda)

NOTE: Persons needing an accommodation must notify the City Clerk no later than noon on the Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. You can call 303-658-2161/TTY 711 or State Relay or write to lyeager@cityofwestminster.us to make a reasonable accommodation request.

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GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

A. The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
B. Any person wishing to speak other than the applicant will be required to fill out a "Request to Speak or Request to have Name Entered into the Record" form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
C. The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
D. The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
E. When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
F. City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
G. The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
H. Staff presents any additional clarification necessary and states the Planning Commission recommendation;
I. All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
J. Final comments/rebuttal received from property owner;
K. Final comments from City Staff and Staff recommendation.
L. Public hearing is closed.
M. If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JANUARY 11, 2016, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor Atchison led the Council, Staff, and audience in the Pledge of Allegiance.

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Alberto Garcia and Councillors Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager Donald M. Tripp, City Attorney David Frankel, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Baker moved, seconded by Councillor Bird, to approve the minutes of the regular meeting of December 28, 2015, as presented. The motion carried unanimously.

CITIZEN COMMUNICATION

Betty Whorton, 3720 West 103rd Drive in Westminster, urged the Council to stand firm and not be held hostage by Eric Brandt's demands. Citizens were supportive of the City Council and the Police Department.

Eric Brandt, PO Box 133 in Westminster, alleged he was the hostage not the City Council. He threatened continued litigation if a financial settlement with him was not reached quickly.

David DeMott, 9640 West 105th Way, repeated support of the City Council and the Police Department and urged the Council to remain committed to the Police Officers' mission to protect peace and safety of Westminster residents.

Laura Avant, a Denver resident, was actively engaged in the Colorado Coalition for the Homeless and urged the City Council to provide shelter beds for the homeless population.

CITY MANAGER'S REPORT

Mr. Tripp reported there would be a post meeting after this meeting. It would be followed by an Executive Session, as published on the City Council's agenda.

COUNCIL REPORTS

Councillor De Cambra reported having attended an Adams County Economic Development Board meeting. Additionally, the Colorado Legislature would convene during the week; and City Council would conduct a Town Hall telephone meeting Wednesday evening.

Mayor Pro Tem Garcia announced that the City Council was recruiting participation of citizens on Boards and Commissions. Applications were available on the website and would be received through January 21. Further, he explained the Police Department's annual Santa Cops program, which had sponsored 120 youths in 45 families this Christmas season, and he thanked the many volunteers who had participated to make the event such a success.

Councillor Baker reported on the success of the community meeting held at the MAC recently where more than 100 citizens had enthusiastically participated in suggesting ways to address community issues. Additionally, he commented on the difficulty of government's role in maintaining diversity and welcoming people from various socioeconomic circumstances, while reinvesting in community infrastructure and development that often resulted in increased property values and displacement of those the government sought to help. Last week's study session focused on homelessness in Westminster, which was something the Council was going to research with a holistic approach.

While Councillor De Cambra agreed with many of his comments, the need for a variety of housing options was of significance so that all segments of the diverse community could reside in Westminster and contribute to its success.

Councillor Pinter reported having attended the Flatiron Flyer dedication. She, too, encouraged participation in Wednesday night's Town Hall telephone meeting.

PRESENTATIONS

Councillor Pinter presented the National Mentoring Month proclamation to Zachary Kreeger, Director of Young Life, who cited the positive results of adults mentoring youth and urged Westminster residents to get involved. Mr. Kreeger shared statistics to support his comments.

CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: designate the bulletin board in the lobby of City Hall and the City of Westminster website as the locations for posting public notices of official meetings of the City Council, the Westminster Housing Authority, the Westminster Economic Development Authority, Special and General Improvement Districts, and the City's Boards and Commissions pursuant to Section 24-6-402 (2)(c), C.R.S., of the Colorado Open Meetings Act; based on a recommendation of the City Manager, find the public interest would best be served by authorizing the City Manager to enter into a sole source contract with Anderson Hallas Architects, PC in the amount of $111,656 and authorize a 10% contingency in the amount of $11,166 for the preparation of construction documents for the renovation of the Council Chambers in City Hall; authorize the City Manager to execute a contract with the lowest bidder, Property Assurance, in the amount of $135,028 for the 2016 Open Space Demolition Project, which included Bid Schedules F, G, and H and authorize a construction contingency in the amount of $13,502 for a total authorized expenditure of $148,530; authorize the City Manager to execute a contract with the low bidder, J-2 Contracting Company, in the amount of $414,475 for construction services related to the abandonment of four well sites, plus a contingency amount of $41,448 for a total authorized expenditure of $455,923; and authorize the reallocation of $480,000 in project savings from the Hydropillar 2 Million Gallon Tank project account to a new Well Abandonment Project account.

No one wished to remove any item for individual consideration, and it was moved by Councillor Baker and seconded by Councillor Seitz to approve the consent agenda as presented. The motion carried with all Council members voting affirmatively.

RESOLUTION NO. 1 REAPPOINTING MEMBERS TO BOARDS AND COMMISSIONS

Mayor Pro Tem Garcia moved, seconded by Councillor Pinter to adopt Resolution No. 1 reappointing members whose terms of office expired on December 31, 2015, to an additional two-year term and appointing alternate members to regular membership, where applicable, on the Election Commission, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Parks, Recreation, Libraries, and Open Space Advisory Board, the Personnel Board, the Planning Commission, and the Special Permit and License Board. The motion carried unanimously at roll call.

COUNCILLOR'S BILL NO. 1 AUTHORIZING SUPPLEMENTAL APPROPRIATION OF COPs

It was moved by Councillor Bird and seconded by Councillor Baker to pass on first reading Councillor's Bill No. 1 appropriating $2,766,643 in the General Capital Improvement Fund for the 2015 Certificates of Participation proceeds and $670,475 in the Parks, Open Space and Trail Fund for the 2015 POST Refunding Bonds. On roll call vote, the motion passed unanimously.

RESOLUTION NO. 2 REIMBURSING UTILITY ENTERPRISE CAPITAL EXPENSES BEFORE BONDING

By motion of Councillor Seitz, seconded by Councillor Bird, the City Council voted unanimously on roll call vote to adopt Resolution No. 2 permitting reimbursement for costs incurred for capital projects from the proceeds of a bond issuance to be issued in the spring of 2016 to fund high priority water and wastewater system infrastructure needs as identified in the 2016 amended budget.

NEW CITY CLERK SWORN INTO OFFICE

Municipal Court Judge John Stipech administered the Oath of Office to Michelle Parker, the newly selected City Clerk.

COUNCILLOR'S BILL NO. 59 APPROVING LEGACY PARTNERS RESIDENTIAL LLC AGREEMENT

It was moved by Councillor De Cambra seconded by Councillor Seitz to pass on second reading Councillor's Bill No. 59 authorizing the City Manager to execute and implement a business assistance agreement with Legacy Partners Residential LLC, in substantially the same form as the agreement attached to the ordinance. At roll call, the motion passed by a 6:1 vote with Councillor Baker dissenting.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 8:41 p.m.

ATTEST:

_____ _____

City Clerk Mayor

WESTMINSTER

Agenda Item 7 A

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Presentation of Employee Service Awards

Prepared By: Debbie Mitchell, General Services Director
Dee Martin, HR Manager - Workforce

Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20 or more years of service with the City and in five year increments thereafter.

Summary Statement

- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting.

- In the first grouping of 2016, employees with 25 and 30 years of service will be celebrated tonight.
  - Presentation of 25-year certificates, pins, and checks – Mayor Atchison
  - Presentation of 30-year certificates and pins – Councillor Pinter

Expenditure Required: $7,500

Source of Funds: $2,500 – General Fund – Police Department
$2,500 – General Fund – Fire Department
$2,500 – General Fund – Finance Department

Policy Issue

None identified.

Alternative

None identified.

Background Information

The following 25-year employees will be presented with a certificate, service pin, and check:

Karen Elrod	Accounting Technician	Finance Department
Dean Villano	Police Commander	Police Department
Vern West	Fire Engineer	Fire Department

The following 30-year employees will be presented with a certificate and service pin:

Joyce Garcia	Executive Assistant	IT Department
Bill Hayward	Foreman	PW&U Department
Mark Watters	Traffic Accident Investigator	Police Department

On January 27, 2016, the City Manager will host an employee awards luncheon. During this time, seven (7) employees will receive their 15-year service pins; six (6) employees will receive their 10-year service pins; and eight (8) employees will receive their 5-year service pin. Recognition will also be given to those celebrating their 25th and 30th anniversaries. This is the first luncheon in 2016 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the first luncheon is 370 years of City service. The City can certainly be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens. Background information on each individual being recognized is attached.

The recognition of employee's years of service addresses City Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services." Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource – employees.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Background on employees being recognized

25-Years

Dean Villano (not attending) was hired on January 7, 1991, and is currently a Commander assigned to the Patrol Division. During his 25 years, Dean has served in many different areas including Patrol, Special Crime Attack Team, Special Enforcement Team, Investigations, and Professional Standards. His assignments have included SWAT, Field Training Instructor, Field Training Sergeant, Field Training Commander, K-9 Unit Sergeant and the 17th Judicial District Critical Incident Investigations Team Coordinator - The team that investigates officer involved shootings in Adams County. During his tenure, Dean has been awarded the Valorous Service Medal, the Distinguished Service Medal and two Meritorious Service Medals.

Without question, Dean's enjoyment in life comes from his wife Michelle, two children, Dominic, age 18 and Makayla, age 16, his family and friends.

Vern West began his career with the Westminster Fire Department in 1987 as a volunteer firefighter. He proudly accepted a position as a paid firefighter in 1991. On October 25, 1999, Vern was promoted to Fire Engineer, the position which he currently serves. Vern has been honored three times with lifesaving awards, spent ten years as a member of the department's Dive Team and has assisted with the design and remodel of five fire stations. Vern's certifications include Emergency Medical Technician, Hazardous Materials Operations, Firefighter II; and he holds a Commercial Driver's License.

When off-duty, Vern enjoys working with his horses and cattle on his small ranch. He also enjoys spending time with his wife, his two grown sons and his three grandchildren whom he loves and is very proud of.

Karen Elrod began in 1989 as a Seasonal Clerk Typist for the Parks, Recreation and Libraries Department and was hired as a full-time Clerk Typist in the Finance Department in 1991. She is currently an Accounts Receivable Technician. Over the years, Karen has been recognized with performance achievements, and in 2011, she received the annual SPIRIT award for her positive, friendly attitude and invaluable customer service. Karen provides vital assistance in the completion of the Comprehensive Annual Financial Report, for which the City has proudly achieved a Certificate of Achievement from the National Government Finance Officers Association for the past 32 years.

Karen and her husband, Ron, who is also a City employee in the Parks Division, have been married 43 years. She has two children, a daughter, Tara Wilson, a Chemist at the Big Dry Creek Wastewater Plan, and a son, Jared Elrod, who is employed by Xfinity. Her son-in-law, Blair Wilson, is a Police Officer for Westminster. Karen is grandmother to 5-year-old *Diem (Dee-um) Rose*. Karen is a Denver native and enjoys camping, boating, fishing, live music and dancing. She also loves helping care for her granddaughter.

Karen and Ron will both retire from the City in February. They enjoying traveling and plan to visit Disney World with family this May.

30-Years

Joyce Garcia (not attending) was hired February 3, 1986 as a Clerk Receptionist in Employee Services. On April 20, 1987, she was promoted to Secretary and was later reclassified to Technician. Joyce then worked with the Fleet Division before her transfer to Information Technology

in 1999. She has served as the Information Technology Department's Administrative Secretary since 2002 and has recently had a title change to Executive Assistant.

Joyce has been married for 31 years and enjoys bowling, golfing, swimming, reading and spending time with family and friends. She is a fan of most sports but especially loves hockey. In fact, her dream vacation would be attending four or five Colorado Avalanche away games (in other states and Canada) and then ending the trip with a visit to the Hockey Hall of Fame in Toronto. Her favorite vacation spots are Disney World, Yellowstone in the winter, and anywhere in Canada - where hockey is talked about year round! She is currently writing two books, one children and one fiction, and hopes to continue writing and possibly illustrating books when she retires. Joyce enjoys working for the City and is very proud of all the City has accomplished in her 30 years here.

Bill Hayward (not attending) was hired January 30, 1986 as a Maintenanceworker for the Streets Division in Public Works & Utilities. In April 1991, he was promoted to Senior Maintenanceworker, was reclassified to Traffic Signs/Markings Specialist, and later to Street Technician. Bill was promoted to his current position of Street Operations Foreman in September 2010. He has been honored with several Teams in Action Awards and was the recipient of the Public Works & Utilities Extra Mile Award for his work on the Wilson Home Relocation Project. Bill was a SPIRIT Award recipient in 2015.

Bill is known to be extremely dedicated and committed to the values of the organization. Bill has been married to his wife Sharon for 25 years and has a 22-year old son, Billy. Bill enjoys golfing and fishing in his spare time.

Mark Watters (not attending) was hired as a Police Officer on January 27, 1986, and was promoted to Senior Police Officer on January 27, 1989. In 2014, Mark retired from his position as a Police Officer and took a Civilian Accident Investigator position at the Police Department. Mark is currently in the Patrol Division and is assigned to the Traffic Section, where he has been for the past 15 years. Mark remains heavily involved with the Westminster Accident Reconstruction Team and the North-Metro Accident Reconstruction Team investigating and reconstructing serious injury and fatal traffic collisions. Mark is a dedicated accident investigator and is considered one of our experts in traffic matters.

One of Mark's most rewarding assignments for the past 10 years has been teaching the *Alive @ 25* driving awareness program. This program encourages safe driving practices for those between the ages of 15-24. It is a unique driving instruction program taught nationwide and focuses on requiring driver's to take responsibility for their choices and actions.

Mark's immediate family includes his wife Hilarie and three children, Moira, Clarise and Paul. Mark enjoys camping with his family and his friends, as well as hunting and fishing. Mark and Hilarie are just beginning the process of building a new cabin in northern Colorado where they hope to spend a lot of time at in the coming years.

WESTMINSTER

Agenda Item 8 A

Agenda Memorandum

City Council Meeting
January 28, 2016

SUBJECT: Financial Report for December 2015

Prepared By: Tammy Hitchens, Finance Director

Recommended City Council Action

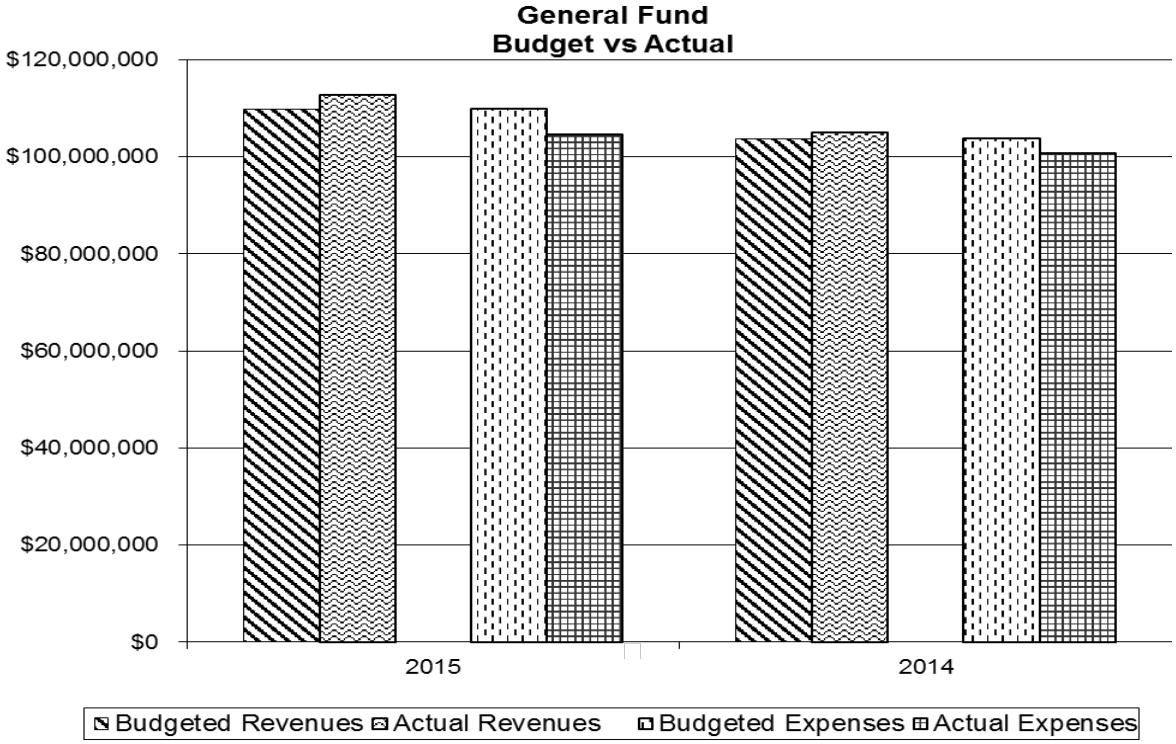
Accept the Financial Report for December as presented.

Summary Statement

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. The financial statement reflects December month end figures. Revenue includes carryover where applicable. The budget numbers that are presented reflect the City's amended 2015 budget.

Several revenue and expense modifications will be made over the next few months based on year-end accruals that will be included in December year-end figures presented to Council in June, after the audit is complete. Some of the more significant accruals include revenue earned in 2015 but not received until 2016, in particular intergovernmental revenue, and all expenses incurred in 2015 but paid in 2016, including 4/14 of the bi-weekly payroll.

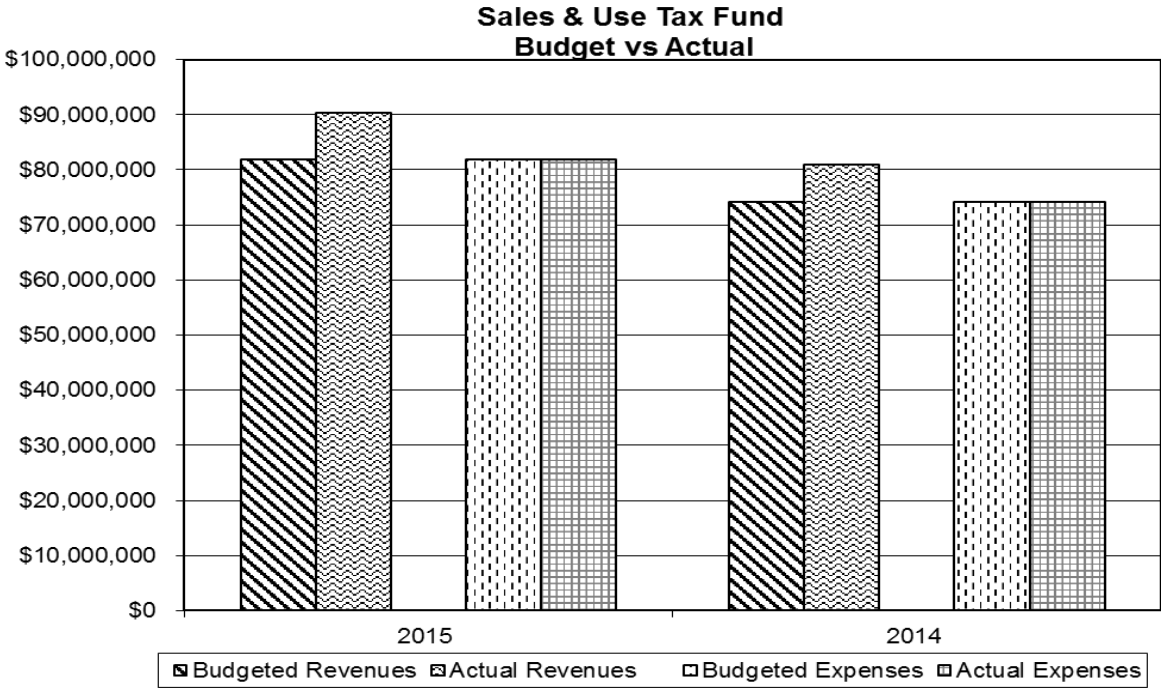
Current projections show General Fund revenues and carryover exceeding expenditures by $8,110,402. The following graph represents Budget vs. Actual for 2014-2015.



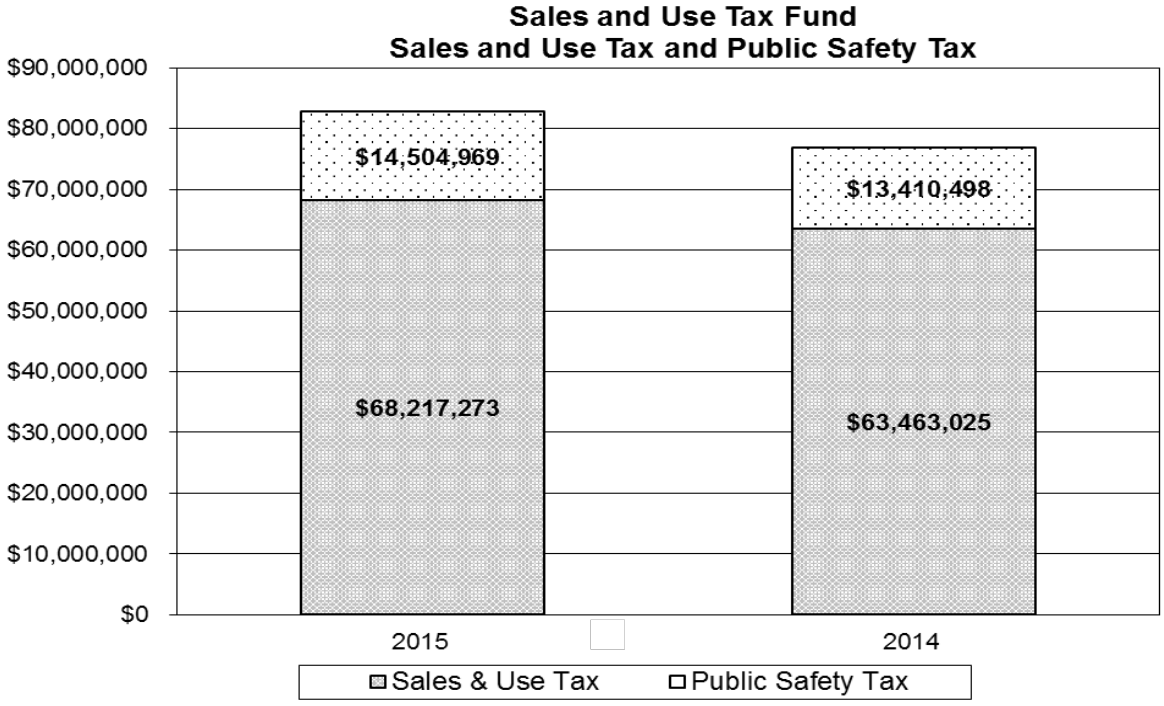
The favorable 2015 revenue variance relates to an increase in license and permitting activity, intergovernmental collections, charges for recreation, fines, various reimbursements and interfund transfers. The favorable year over year revenue variance relates mostly to interfund transfers and carryover.

Current projections show the Sales and Use Tax Fund revenues and carryover exceeding expenditures by $8,337,228. On a year-to-date cash basis, total sales and use tax is up 5.7% from 2014. Key components are listed below:

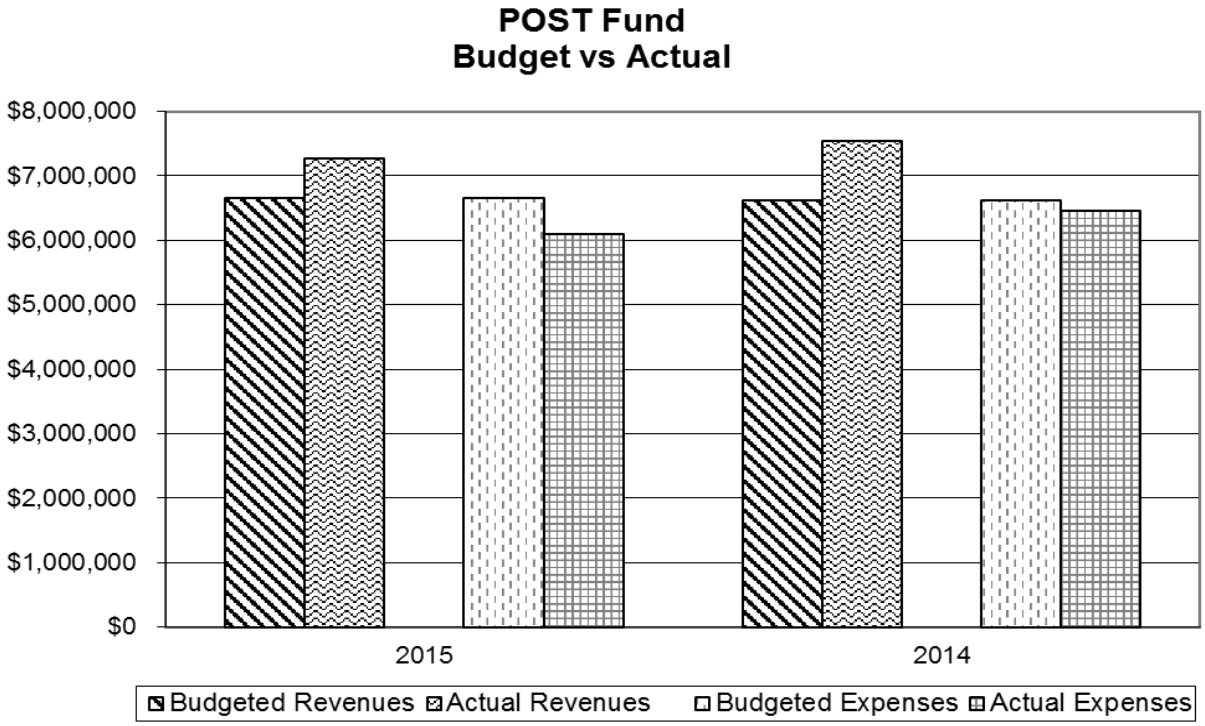
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 7.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 61.1% of all collections, are up 1.7% for the month when compared to 2014.
- Urban renewal areas make up 39.0% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 84.1% of this money is being retained for General Fund use in operating the City.



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

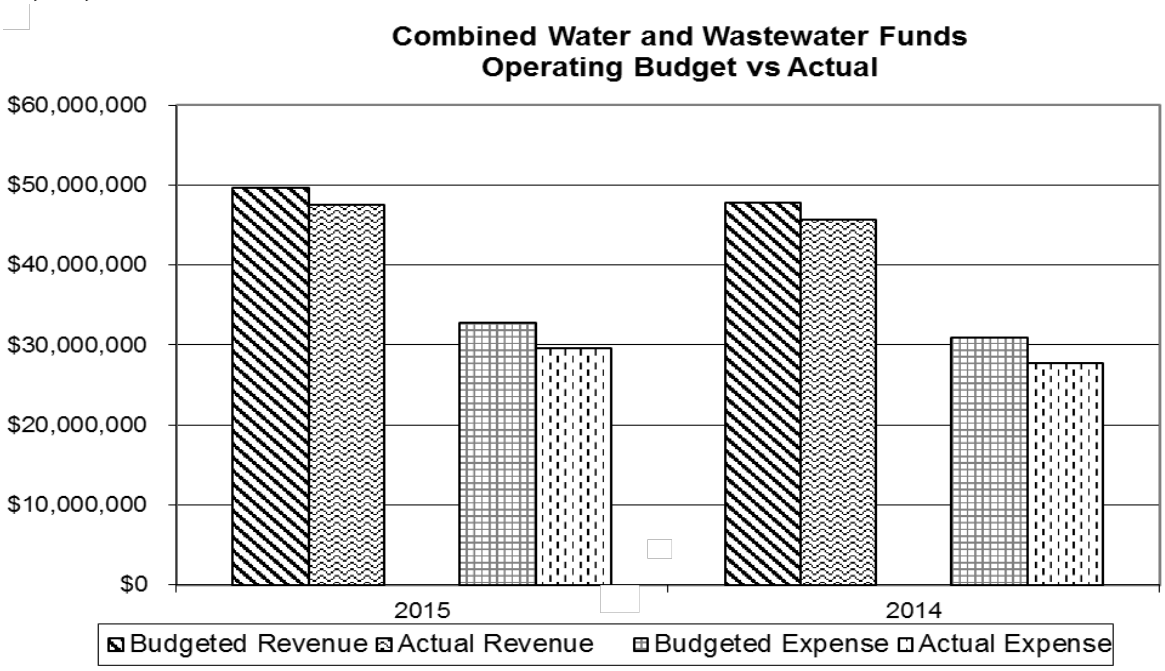


Current projections show Parks, Open Space and Trails (POST) Fund revenues and carryover exceeding expenditures by $1,165,532.

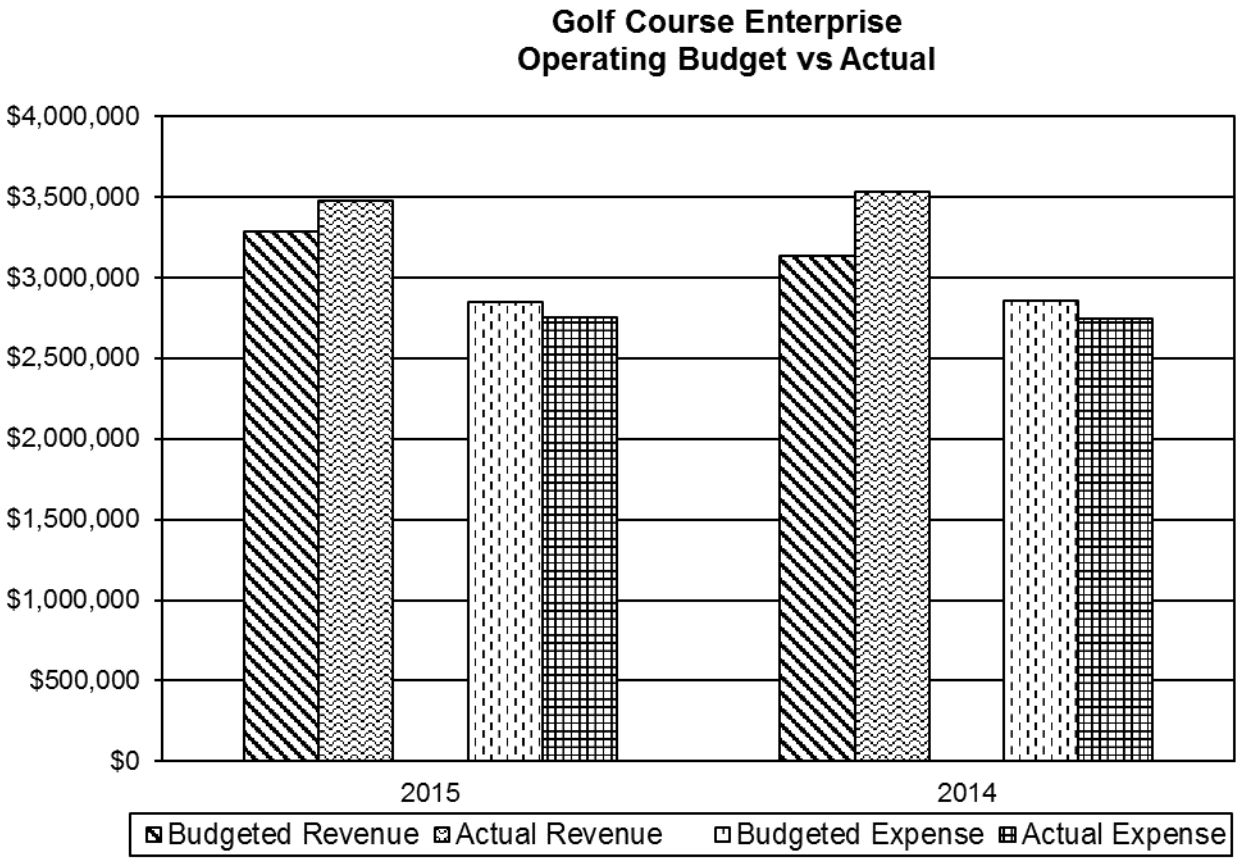


The favorable 2015 revenue variance is primarily due to an increase in sales tax collections in excess of the prorated budget, carryover and yet to be appropriated proceeds from the refinancing of POST 2007D bond issue. 2014 revenue also exceeded projections due to favorable sales tax collections, grant revenue and interfund transfers.

Overall, current projections show combined Water and Wastewater Fund revenues and carryover exceeding expenditures by $2,016,403, mostly due to operating expenditure savings and tap fees. Operating projections show combined Water and Wastewater Fund revenues exceeding expenditures by $1,043,731.



Current projections show combined Golf Course Fund revenues and carryover exceeding expenditures by $296,828. Operating projections show combined Golf Course Fund revenues exceeding expenditures by $281,190.



The budget to actual revenue variances for both 2015 and 2014 are due mostly to charges for services. 2014 revenue also reflects a one-time payment from Trimble Navigation for golf course alterations at the Heritage at Westmoor.

Policy Issue

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

Alternative

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

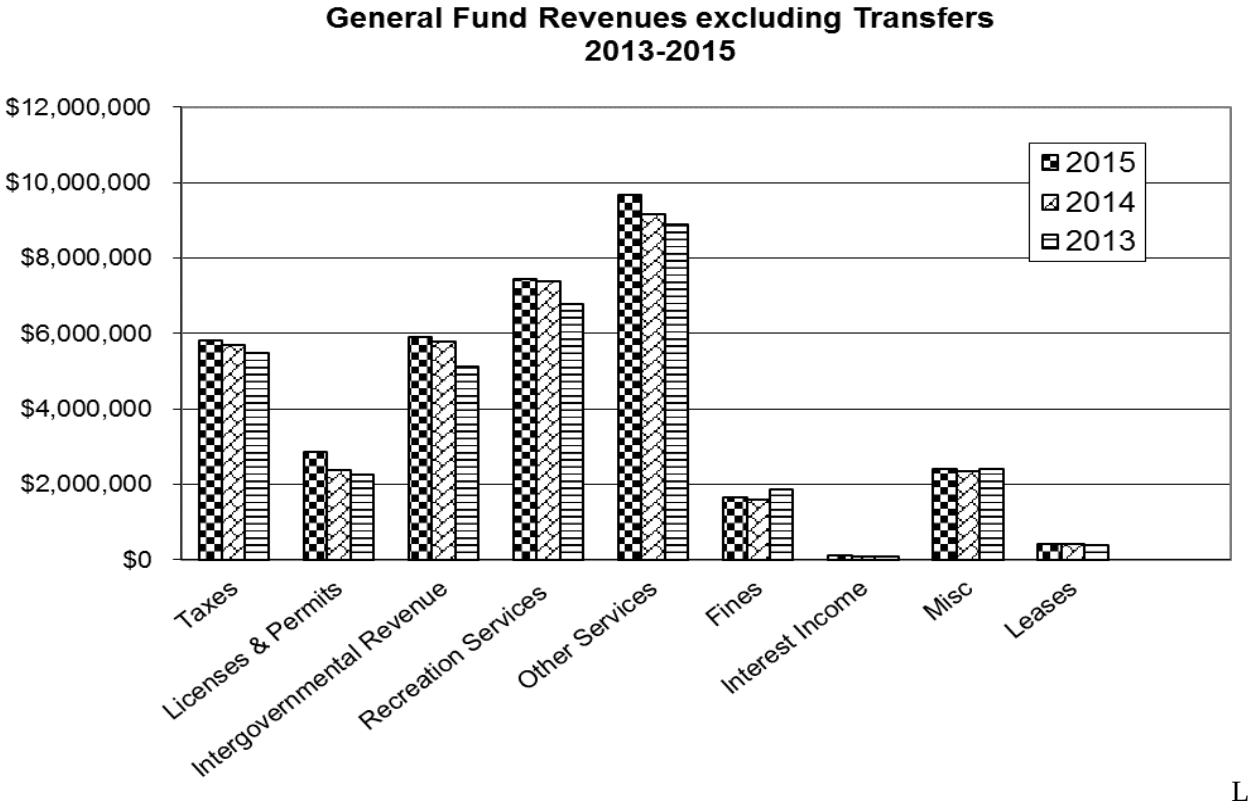
Background Information

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

General Fund

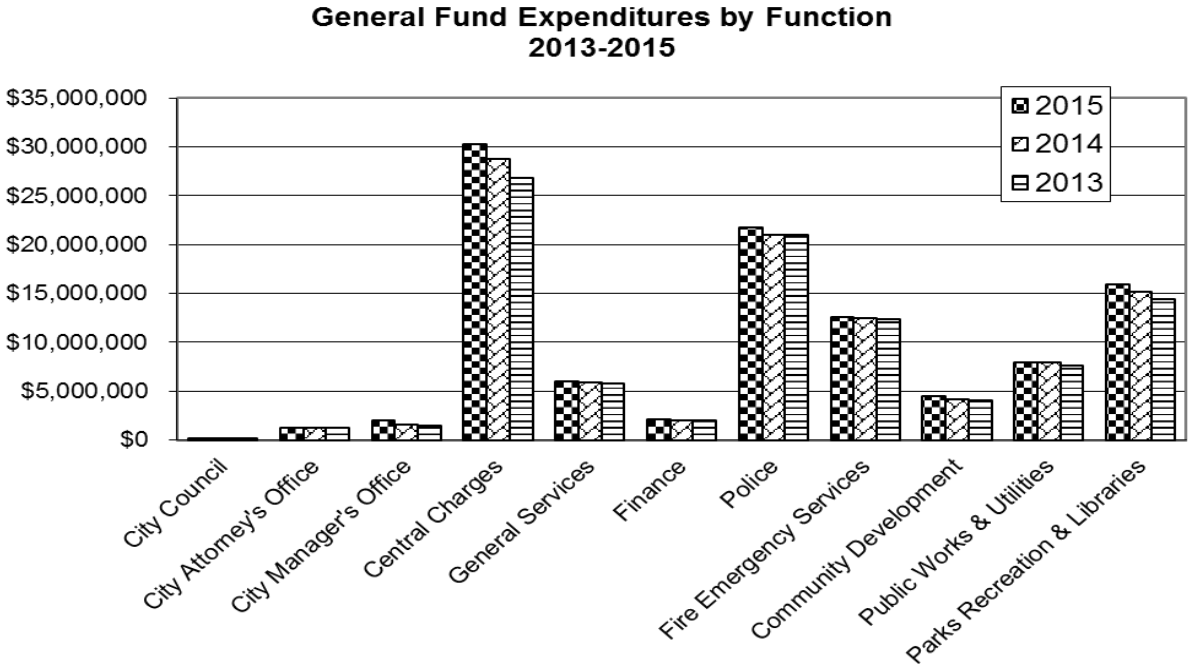
This fund reflects the result of the City's operating departments: Police, Fire, Public Works (Street Operations), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2013-2015 year-to-date.



Licenses and Permits revenue is higher than the prior years due to an increase in commercial and residential permits in both Jefferson and Adams Counties. Other Services revenue reflects year over year increases in EMS and street infrastructure fees.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2013-2015.

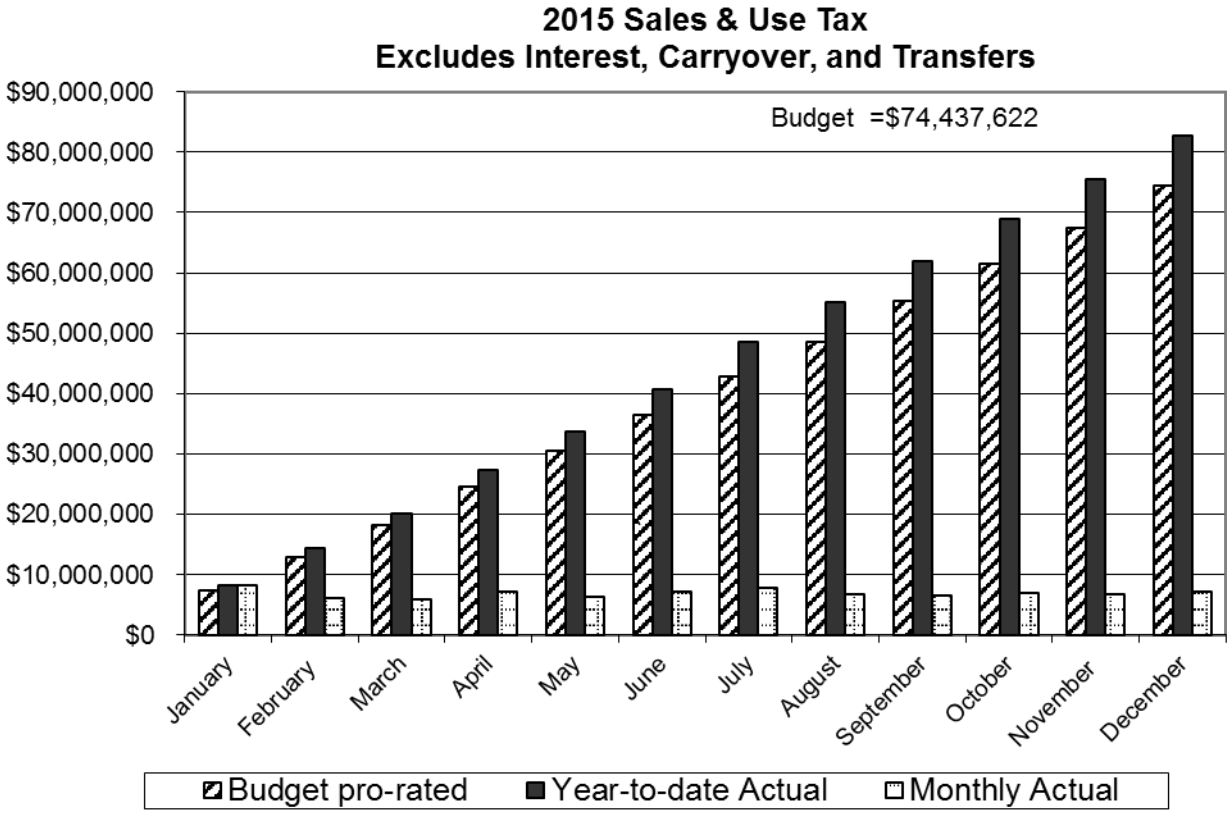


Central Charges expenditures are higher due predominately to the transfer of carryover to other funds. Year over year, Police is slightly higher in 2015 due to an increase in Patrol Services. Parks Recreation and Libraries expenditures are slightly higher due to personnel services and the purchase of park services maintenance equipment.

Sales and Use Tax Funds (Sales & Use Tax Fund and Parks, Open Space and Trails Sales & Use Tax Fund)

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

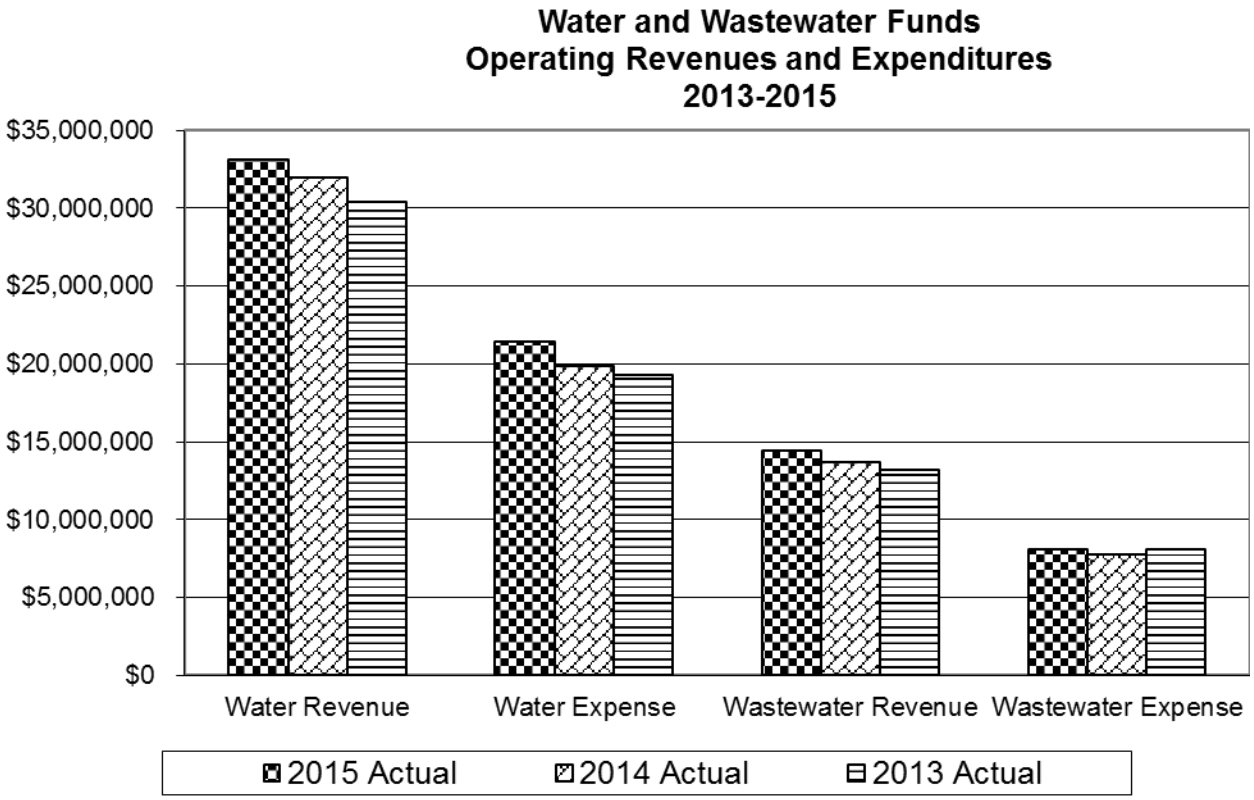
This chart indicates how the City's Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space and Trails Sales & Use Tax.



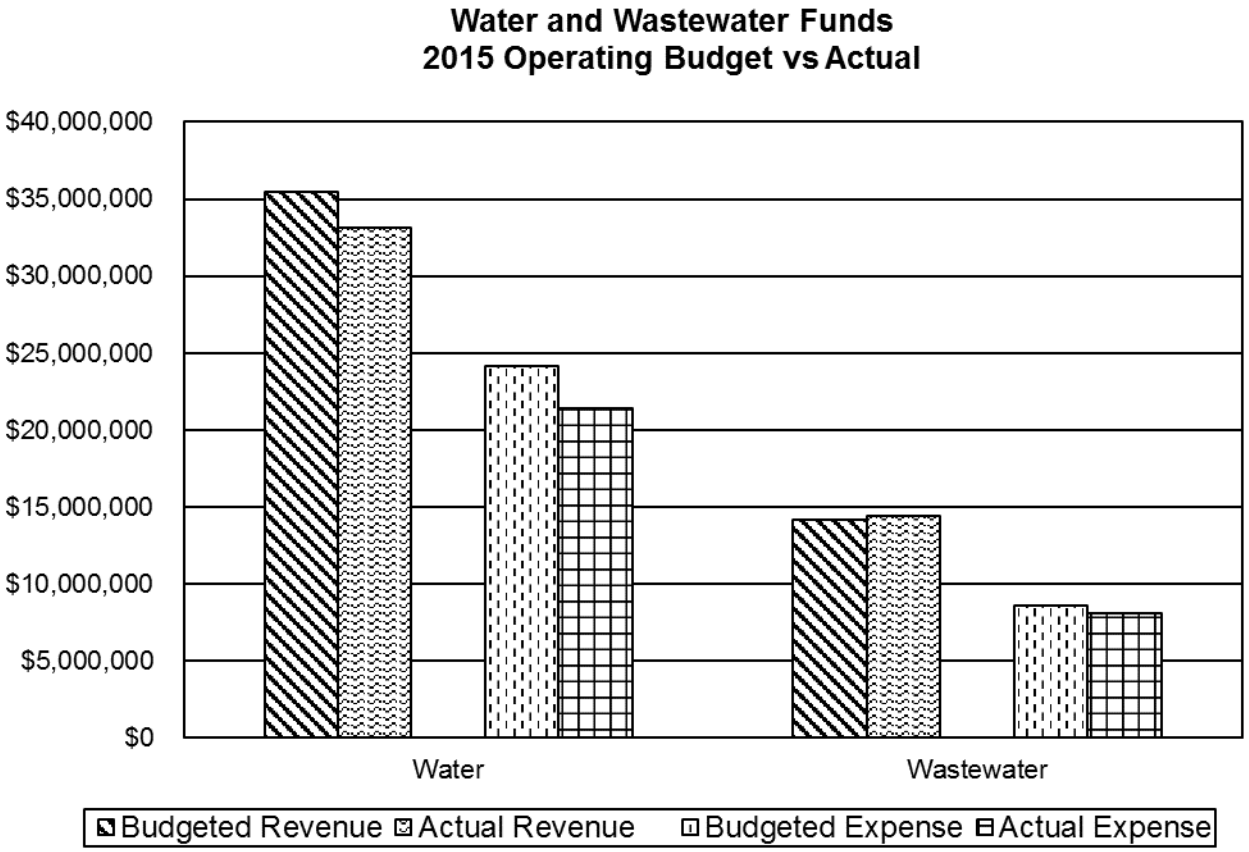
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

The following graphs represent segment information for the Water and Wastewater funds.



Fluctuations in revenue are mostly due to the effect of climatic variations on water consumption as well as changes in billing rates.

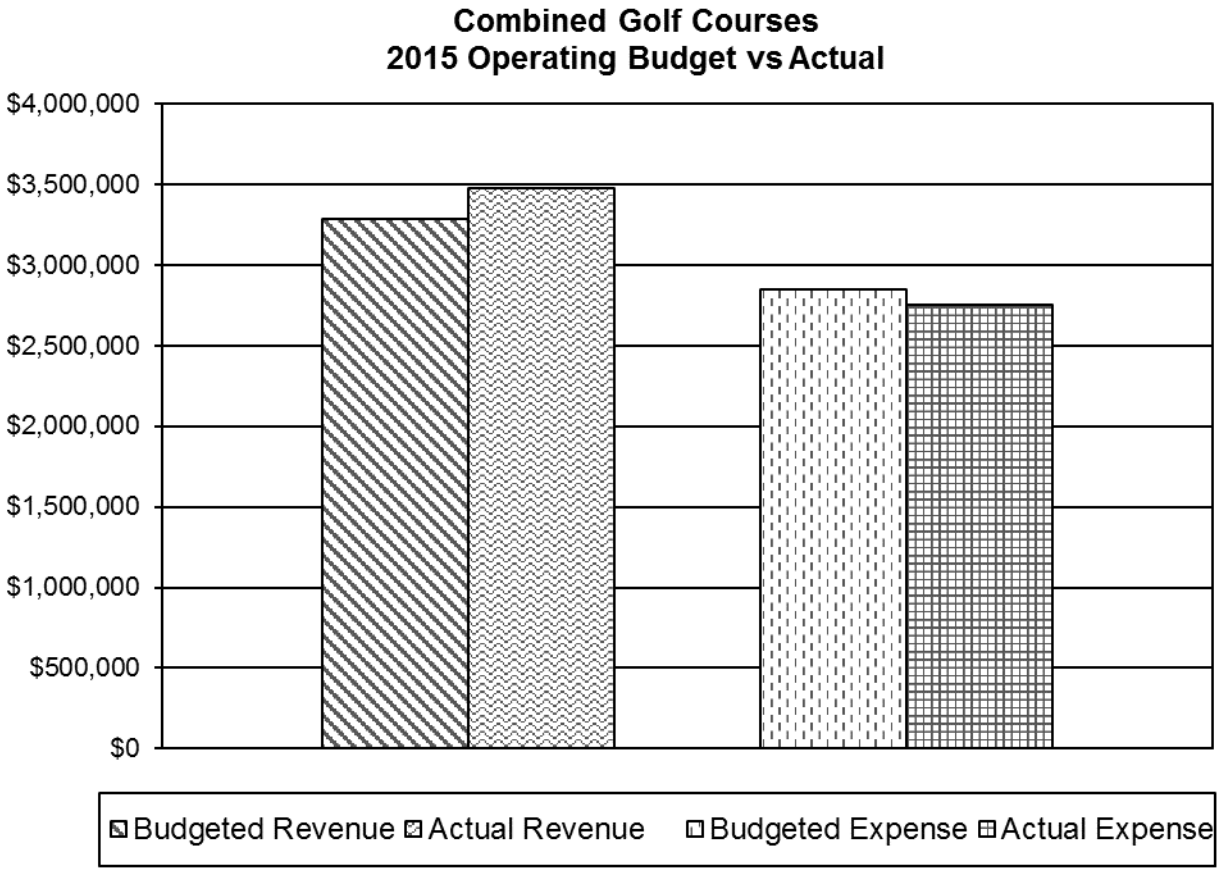


The Water Fund revenue shortfall reflects water consumption impacted by Colorado's wet spring and early summer.

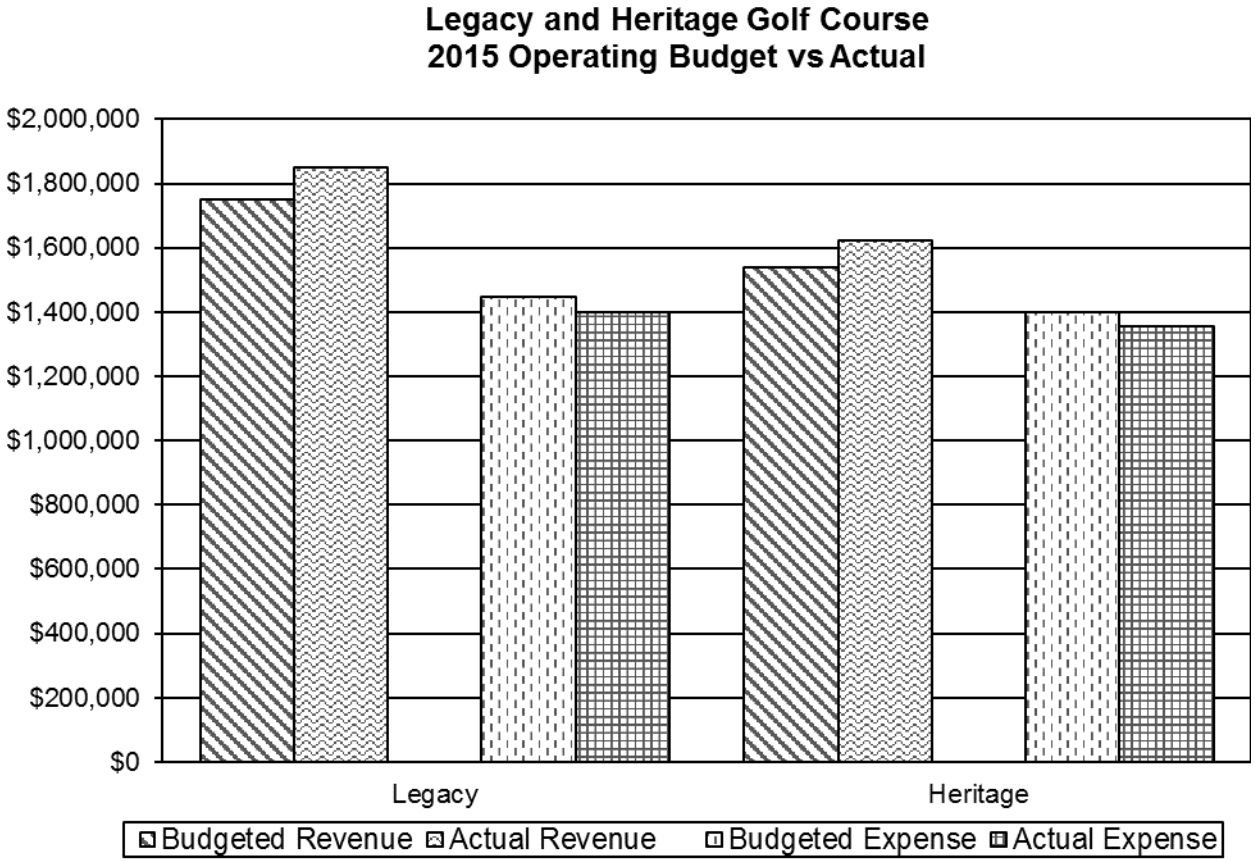
The Storm Drainage fund reflects Intergovernmental Revenue budgeted at $2.4 million. This ADCO grant that was appropriated for the Little Dry Creek grading in the TOD area. The grant will be received by the City at the completion of the project.

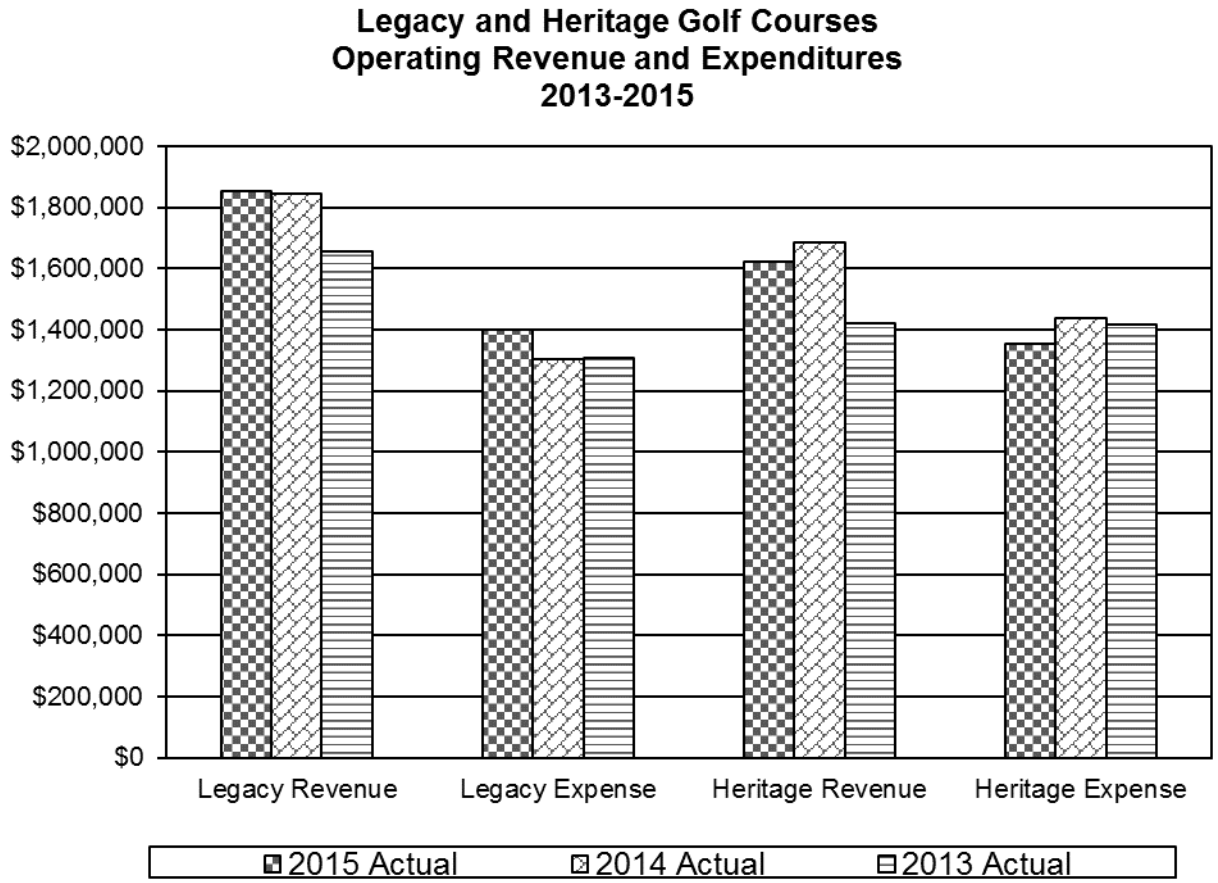
Golf Course Enterprise (Legacy and Heritage Golf Courses)

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



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





2014 revenue at Heritage reflects a material reimbursement from Trimble Navigations for golf course alterations at Heritage. Expenses at Legacy are up in personnel services and capital outlay. Expenses at Heritage are down mostly due to personnel services and commodity purchases.

This financial report supports City Council's Strategic Plan Goal of Financially Sustainable Government Providing Excellence in City Services by communicating timely information on the results of City operations to assist with critical decision making.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Financial Statements
Shopping Center Report

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
General Fund					
Revenues					
Taxes	5,887,933		5,813,313	(74,620)	98.7%
Licenses & Permits	1,739,217		2,847,373	1,108,156	163.7%
Intergovernmental Revenue	5,624,729		5,910,480	285,751	105.1%
Charges for Services					
Recreation Services	7,075,498		7,431,274	355,776	105.0%
Other Services	9,879,696	(1)	9,681,827	(197,869)	98.0%
Fines	1,511,000		1,654,143	143,143	109.5%
Interest Income	75,000		123,849	48,849	165.1%
Miscellaneous	1,840,490	(2)	2,422,141	581,651	131.6%
Leases	401,779		420,899	19,120	104.8%
Interfund Transfers	70,882,725	(3)	71,414,647	531,922	100.8%
Other Financing Sources	577,947	(4)	577,947	0	100.0%
Sub-total Revenues	105,496,014		108,297,893	2,801,879	102.7%
Carryover	4,351,768		4,351,768	0	100.0%
Total Revenues	109,847,782		112,649,661	2,801,879	102.6%
Expenditures					
City Council	266,525		220,716	(45,809)	82.8%
City Attorney's Office	1,347,732		1,279,828	(67,904)	95.0%
City Manager's Office	2,374,421		1,991,128	(383,293)	83.9%
Central Charges	32,042,356		30,271,579	(1,770,777)	94.5%
General Services	6,364,645		6,021,836	(342,809)	94.6%
Finance	2,274,069		2,116,141	(157,928)	93.1%
Police	22,421,201		21,698,184	(723,017)	96.8%
Fire Emergency Services	12,851,780		12,594,968	(256,812)	98.0%
Community Development	4,862,380		4,529,064	(333,316)	93.1%
Public Works & Utilities	8,820,102		7,919,402	(900,700)	89.8%
Parks, Recreation & Libraries	16,222,571		15,896,413	(326,158)	98.0%
Total Expenditures	109,847,782		104,539,259	(5,308,523)	95.2%
Revenues Over(Under) Expenditures	0		8,110,402	8,110,402	

(1) Yearend accruals will true up Other revenue budget to actual variances.
(2) Variance due to an array of reimbursements received by the City.
(3) Variance relates to a reimbursement from WEDA for the North Huron URA.
(4) Reflects proceeds from the 2015 PR&L equipment lease.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund					
Revenues					
Sales Tax					
Sales Tax Returns	50,545,930		54,118,419	3,572,489	107.1%
Sales Tx Audit Revenues	729,000		1,135,746	406,746	155.8%
S-T Rev. STX	51,274,930		55,254,165	3,979,235	107.8%
Use Tax					
Use Tax Returns	9,020,573		12,233,996	3,213,423	135.6%
Use Tax Audit Revenues	785,000		729,112	(55,888)	92.9%
S-T Rev. UTX	9,805,573		12,963,108	3,157,535	132.2%
Total STX and UTX	61,080,503		68,217,273	7,136,770	111.7%
Public Safety Tax					
PST Tax Returns	13,048,619		14,132,140	1,083,521	108.3%
PST Audit Revenues	308,500		372,829	64,329	120.9%
Total Rev. PST	13,357,119		14,504,969	1,147,850	108.6%
Interest Income	51,000		103,608	52,608	203.2%
Interfund Transfers	434,975		434,975	0	100.0%
Carryover	7,037,908		7,037,908	0	100.0%
Total Revenues	81,961,505		90,298,733	8,337,228	110.2%
Expenditures					
Central Charges	81,961,505		81,961,505	0	100.0%
Revenues Over(Under) Expenditures	0		8,337,228	8,337,228	

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
POST Fund					
Revenues					
Sales & Use Tax	5,379,727		6,042,185	662,458	112.3%
Intergovernmental Revenue	385,561		385,561	0	100.0%
Interest Income	10,000		15,411	5,411	154.1%
Miscellaneous	98,368		43,865	(54,503)	44.6%
Interfund Transfers	32,025		32,025	0	100.0%
Other Financing Sources	20,000,000	(1)	20,670,475	670,475	103.4%
Sub-total Revenues	25,905,681		27,189,522	1,283,841	105.0%
Carryover	745,468		745,468	0	100.0%
Total Revenues	26,651,149		27,934,990	1,283,841	104.8%
Expenditures					
Central Charges	25,023,027	(1)	25,381,334	358,307	101.4%
Park Services	1,628,122		1,388,124	(239,998)	85.3%
Total Expenditures	26,651,149		26,769,458	118,309	100.4%
Revenues Over(Under) Expenditures	0		1,165,532	1,165,532	

(1) Variance reflects the balance of bond refunding proceeds appropriated with Agenda Item 10A on Jan 11, 2016. Budget will be adjusted after second reading of appropriations ordiance scheduled for January 25, 2016.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined					
Operating Revenues					
License & Permits	75,000		109,010	34,010	145.3%
Intergovernmental Revenue	0	(1)	480,793	480,793	
Rates and Charges	49,200,891		46,689,917	(2,510,974)	94.9%
Miscellaneous	410,000		272,152	(137,848)	66.4%
Total Operating Revenues	49,685,891		47,551,872	(2,134,019)	95.7%
Operating Expenditures					
Central Charges	6,465,084		6,329,442	(135,642)	97.9%
Finance	662,357		612,626	(49,731)	92.5%
Public Works & Utilities	22,139,736	(2)	19,310,069	(2,829,667)	87.2%
Parks, Recreation & Libraries	152,467		147,228	(5,239)	96.6%
Information Technology	3,286,908		3,129,437	(157,471)	95.2%
Total Operating Expenditures	32,706,552		29,528,802	(3,177,750)	90.3%
Operating Income (Loss)	16,979,339		18,023,070	1,043,731	
Other Revenue and Expenditures					
Tap Fees	12,685,226	(3)	13,593,389	908,163	107.2%
Interest Income	360,500		399,344	38,844	110.8%
Sale of Assets	0		6,950	6,950	
Carryover	2,127,282		2,127,282	0	100.0%
Debt Service	(6,543,780)		(6,525,065)	18,715	99.7%
Reserve Transfer In	930,000		930,000	0	100.0%
Reserve Transfer Out	(1,642,567)		(1,642,567)	0	100.0%
Total Other Revenue (Expenditures)	7,916,661		8,889,333	972,672	
Revenues Over(Under) Expenditures	24,896,000	(4)	26,912,403	2,016,403	

(1) Build America Bonds interest rate subsidy.
(2) Reflects savings iin energy and chemicals from decreased production due to the wet spring and early summer.
(3) Tap fee revenue flows are irregular based on development activity as well as quantity and size of meters being installed.
(4) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Water Fund					
Operating Revenues					
License & Permits	75,000		109,010	34,010	145.3%
Intergovernmental Revenue	0	(1)	480,793	480,793	
Rates and Charges	35,019,138		32,260,191	(2,758,947)	92.1%
Miscellaneous	400,000		265,852	(134,148)	66.5%
Total Operating Revenues	35,494,138		33,115,846	(2,378,292)	
Operating Expenditures					
Central Charges	4,503,673		4,357,047	(146,626)	96.7%
Finance	662,357		612,626	(49,731)	92.5%
Public Works & Utilities	15,513,630	(2)	13,199,838	(2,313,792)	85.1%
PR&L Standley Lake	152,467		147,228	(5,239)	96.6%
Information Technology	3,286,908		3,129,437	(157,471)	95.2%
Total Operating Expenditures	24,119,035		21,446,176	(2,672,859)	88.9%
Operating Income (Loss)	11,375,103		11,669,670	294,567	
Other Revenue and (Expenditures)					
Tap Fees	10,327,653	(3)	10,359,661	32,008	100.3%
Interest Income	277,500		285,798	8,298	103.0%
Sale of Assets	0		6,950	6,950	
Carryover	1,218,228		1,218,228	0	100.0%
Debt Service	(5,422,971)		(5,404,256)	18,715	99.7%
Reserve Transfer Out	(783,513)		(783,513)	0	100.0%
Total Other Revenues (Expenditures)	5,616,897		5,682,868	65,971	
Revenues Over(Under) Expenditures	16,992,000	(4)	17,352,538	360,538	

(1) Build America Bonds interest rate subsidy.
(2) Reflects savings iin energy and chemicals from decreased production due to the wet spring and early summer.
(3) Tap fee revenue flows are irregular based on development activity as well as quantity and size of meters being installed.
(4) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund					
Operating Revenues					
Rates and Charges	14,181,753		14,429,726	247,973	101.7%
Miscellaneous	10,000		6,300	(3,700)	63.0%
Total Operating Revenues	14,191,753		14,436,026	244,273	101.7%
Operating Expenditures					
Central Charges	1,961,411		1,972,395	10,984	100.6%
Public Works & Utilities	6,626,106		6,110,231	(515,875)	92.2%
Total Operating Expenditures	8,587,517		8,082,626	(504,891)	94.1%
Operating Income (Loss)	5,604,236		6,353,400	749,164	
Other Revenue and Expenditures					
Tap Fees	2,357,573		3,233,728	876,155	137.2%
Interest Income	83,000		113,546	30,546	136.8%
Carryover	909,054		909,054	0	100.0%
Debt Service	(1,120,809)		(1,120,809)	0	100.0%
Reserve Transfer In	930,000		930,000	0	100.0%
Reserve Transfer Out	(859,054)		(859,054)	0	100.0%
Total Other Revenues (Expenditures)	2,299,764		3,206,465	906,701	
Revenues Over(Under) Expenditures	7,904,000	(1)	9,559,865	1,655,865	

(1) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund					
Revenues					
Intergovernmental Revenue	2,439,676	(4)	0	(2,439,676)	
Charges for Services	3,382,000		3,343,849	(38,151)	98.9%
Interest Income	26,000		34,489	8,489	132.7%
Miscellaneous	456,611	(1)	456,623	12	100.0%
Other Financing Sources	4,610,000	(2)	4,610,000	0	100.0%
Sub-total Storm Drainage Revenues	10,914,287		8,444,961	(2,469,326)	77.4%
Carryover	44,204		44,204	0	100.0%
Total Revenues	10,958,491		8,489,165	(2,469,326)	77.5%
Expenditures					
General Services	86,200		46,173	(40,027)	53.6%
Community Development	201,396		169,727	(31,669)	84.3%
PR&L Park Services	200,000		150,350	(49,650)	75.2%
Public Works & Utilities	338,404		188,594	(149,810)	55.7%
Total Expenditures	826,000		554,844	(271,156)	67.2%
Revenues Over(Under) Expenditures	10,132,491	(3)	7,934,321	(2,198,170)	

(1) Adams County Little Dry Creek IGA billing.
(2) Storm Drainage 2015 Bond Issue.
(3) Net revenues are used to fund capital projects and reserves.
(4) Adams County grant for Little Dry Creek grading to be received upon project completion

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined					
Operating Revenues					
Charges for Services	3,283,750		3,471,890	188,140	105.7%
Miscellaneous	4,180		4,180	0	100.0%
Total Revenues	3,287,930		3,476,070	188,140	105.7%
Operating Expenditures					
Central Charges	186,184	(1)	226,904	40,720	121.9%
Recreation Facilities	2,661,122		2,527,352	(133,770)	95.0%
Total Expenditures	2,847,306		2,754,256	(93,050)	96.7%
Operating Income (Loss)	440,624		721,814	281,190	
Other Revenues and Expenditures					
Interest Income	0		13,666	13,666	
Debt Service	(819,282)		(817,310)	1,972	99.8%
Interfund Transfers In	519,969		519,969	0	100.0%
Interfund Transfers Out	(84,598)		(84,598)	0	100.0%
Carryover	158,287		158,287	0	100.0%
Total Other Revenue (Expenditures)	(225,624)		(209,986)	15,638	
Revenues Over(Under) Expenditures	215,000	(2)	511,828	296,828	

(1) Budget to actual variance mostly due to personnel services, employee insurances.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund					
Operating Revenues					
Charges for Services	1,746,984		1,849,742	102,758	105.9%
Miscellaneous	2,190		2,190	0	100.0%
Total Revenues	1,749,174		1,851,932	102,758	105.9%
Operating Expenditures					
Central Charges	98,935	(1)	122,616	23,681	123.9%
Recreation Facilities	1,348,608		1,277,961	(70,647)	94.8%
Total Expenditures	1,447,543		1,400,577	(46,966)	96.8%
Operating Income (Loss)	301,631		451,355	149,724	
Other Revenues and Expenditures					
Interest Income	0		7,437	7,437	
Debt Service	(160,320)		(158,348)	1,972	98.8%
Interfund Transfers Out	(84,598)		(84,598)	0	100.0%
Carryover	66,287		66,287	0	100.0%
Total Other Revenue (Expenditures)	(178,631)		(169,222)	9,409	
Revenues Over(Under) Expenditures	123,000	(2)	282,133	159,133	

(1) Budget to actual variance mostly due to personnel services, employee insurances.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Twelve Months Ending December 31, 2015

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund					
Operating Revenues					
Charges for Services	1,536,766		1,622,148	85,382	105.6%
Miscellaneous	1,990		1,990	0	100.0%
Total Revenues	1,538,756		1,624,138	85,382	105.5%
Operating Expenditures					
Central Charges	87,249	(1)	104,288	17,039	119.5%
Recreation Facilities	1,312,514		1,249,391	(63,123)	95.2%
Total Expenditures	1,399,763		1,353,679	(46,084)	96.7%
Operating Income (Loss)	138,993		270,459	131,466	
Other Revenues and Expenditures					
Interest Income	0		6,229	6,229	
Debt Service	(658,962)		(658,962)	0	100.0%
Interfund Transfers	519,969		519,969	0	100.0%
Carryover	92,000		92,000	0	100.0%
Total Other Revenue (Expenditures)	(46,993)		(40,764)	6,229	
Revenues Over(Under) Expenditures	92,000	(2)	229,695	137,695	

(1) Budget to actual variance mostly due to personnel services, employee insurances.
(2) Net revenues are used to fund capital projects and reserves.

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF DECEMBER 2015

Center Location Major Tenant	Current Month General Sales	Current Month General Use	Current Month Total	Last Year General Sales	Last Year General Use	Last Year Total	Percentage Change Sales	Percentage Change Use	Percentage Change Total
THE ORCHARD	503,952	10,008	513,960	502,639	15,728	518,367	0	(36)	(1)
144TH & I-25									
JC PENNEY/MACY'S/TARGET									
WESTFIELD SHOPPING CENTER	378,947	990	379,937	379,535	5,446	384,981	0	(82)	(1)
NW CORNER 92ND & SHER									
WALMART 92ND									
SHOPS AT WALNUT CREEK	282,446	1,712	284,158	267,624	1,528	269,152	6	12	6
104TH & REED									
TARGET									
NORTHWEST PLAZA	283,158	621	283,779	267,256	2,196	269,452	6	(72)	5
SW CORNER 92 & HARLAN									
COSTCO									
BROOKHILL I & II	225,989	1,315	227,304	226,156	5,840	231,996	0	(77)	(2)
N SIDE 88TH OTIS TO WADS									
HOME DEPOT									
INTERCHANGE BUSINESS CENTER	202,150	775	202,925	198,875	1,059	199,934	2	(27)	1
SW CORNER 136TH & I-25									
WALMART 136TH									
SHERIDAN CROSSING	195,409	1,105	196,514	187,150	1,724	188,874	4	(36)	4
SE CORNER 120TH & SHER									
KOHL'S									
SHOENBERG CENTER	195,670	251	195,921	206,733	308	207,041	(5)	(19)	(5)
SW CORNER 72ND & SHERIDAN									
WALMART 72ND									
PROMENADE SOUTH/NORTH	125,427	14,981	140,408	141,522	21,885	163,407	(11)	(32)	(14)
S/N SIDES OF CHURCH RANCH BLVD									
SHANE/AMC									
NORTH PARK PLAZA	135,461	426	135,887	132,017	205	132,222	3	108	3
SW CORNER 104TH & FEDERAL									
KING SOOPERS									
CITY CENTER MARKETPLACE	122,461	499	122,960	136,548	325	136,873	(10)	54	(10)
NE CORNER 92ND & SHERIDAN									
BARNES & NOBLE									
VILLAGE AT THE MALL	103,487	226	103,713	83,681	328	84,009	24	(31)	23
S SIDE 88TH DEPEW-HARLAN									
LOWE'S									
STANDLEY SHORES CENTER	99,608	595	100,203	94,435	197	94,632	5	202	6
SW CORNER 100TH & WADS									
KING SOOPERS									
WESTMINSTER CROSSING	72,686	195	72,881	66,340	99	66,439	10	97	10
136TH & I-25									
LOWE'S									

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF DECEMBER 2015

Center Location Major Tenant	Current Month General Sales	 General Use	 Total	Last Year General Sales	 General Use	 Total	Percentage Change Sales	 Use	 Total
WESTMINSTER MALL	70,129	368	70,497	69,999	478	70,477	0	(23)	0
88TH & SHERIDAN									
JC PENNEY									
BRADBURN VILLAGE	63,017	525	63,542	16,301	68	16,369	287	672	288
120TH & BRADBURN									
WHOLE FOODS									
WESTMINSTER PLAZA	54,020	470	54,490	56,991	305	57,296	(5)	54	(5)
FEDERAL-IRVING 72ND-74TH									
SAFEWAY									
ROCKY MOUNTAIN PLAZA	53,752	189	53,941	63,156	436	63,592	(15)	(57)	(15)
SW CORNER 88TH & SHER									
GUITAR STORE									
VILLAGE AT PARK CENTRE	51,063	828	51,891	46,273	820	47,093	10	1	10
NW CORNER 120TH & HURON									
CB & POTTS									
LUCENT/KAISER CORRIDOR	8,752	38,210	46,962	7,443	24,759	32,202	18	54	46
112-120 HURON - FEDERAL									
LUCENT TECHNOLOGY									
NORTHVIEW	41,779	134	41,913	39,742	333	40,075	5	(60)	5
92ND AVE YATES TO SHERIDAN									
H MART									
MEADOW POINTE	33,694	62	33,756	33,287	190	33,477	1	(67)	1
NE CORNER 92ND & OLD WADS									
CARRABAS									
BROOKHILL IV	31,801	144	31,945	32,905	553	33,458	(3)	(74)	(5)
E SIDE WADS 90TH-92ND									
MURDOCH'S									
RANCHO PLAZA	30,730	104	30,834	7,780	0	7,780	295	--	296
SE CORNER 72ND & FEDERAL									
WALMART MARKET									
STANDLEY PLAZA	29,789	106	29,895	26,132	92	26,224	14	15	14
SW CORNER 88TH & WADS									
WALGREENS									
TOTALS	3,395,377	74,839	3,470,216	3,290,520	84,902	3,375,422	3	(12)	3

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
DECEMBER 2015 YEAR-TO-DATE

Center Location Major Tenant	Current Month General Sales	General Use	Total	Last Year General Sales	General Use	Total	Percentage Change Sales	Use	Total
THE ORCHARD	5,814,748	224,649	6,039,397	5,400,078	228,495	5,628,573	8	(2)	7
144TH & I-25									
JC PENNEY/MACY'S/TARGET									
WESTFIELD SHOPPING CENTER	3,893,551	29,844	3,923,395	4,030,103	22,777	4,052,880	(3)	31	(3)
NW CORNER 92ND & SHER									
WALMART 92ND									
NORTHWEST PLAZA	3,340,584	11,656	3,352,240	3,155,919	47,135	3,203,054	6	(75)	5
SW CORNER 92 & HARLAN									
COSTCO									
SHOPS AT WALNUT CREEK	3,249,956	34,890	3,284,846	3,075,408	20,992	3,096,400	6	66	6
104TH & REED									
TARGET									
BROOKHILL I & II	2,493,626	21,381	2,515,007	2,381,907	20,343	2,402,250	5	5	5
N SIDE 88TH OTIS TO WADS									
HOME DEPOT									
SHOENBERG CENTER	2,200,818	12,563	2,213,381	2,150,804	14,044	2,164,848	2	(11)	2
SW CORNER 72ND & SHERIDAN									
WALMART 72ND									
SHERIDAN CROSSING	2,199,938	23,949	2,223,887	2,118,341	28,111	2,146,452	4	(15)	4
SE CORNER 120TH & SHER									
KOHL'S									
INTERCHANGE BUSINESS CENTER	2,118,367	16,297	2,134,664	2,106,981	11,444	2,118,425	1	42	1
SW CORNER 136TH & I-25									
WALMART 136TH									
PROMENADE SOUTH/NORTH	1,831,797	222,109	2,053,906	1,822,685	296,491	2,119,176	0	(25)	(3)
S/N SIDES OF CHURCH RANCH BLVD									
SHANE/AMC									
CITY CENTER MARKETPLACE	1,765,929	38,582	1,804,511	1,529,819	41,801	1,571,620	15	(8)	15
NE CORNER 92ND & SHERIDAN									
BARNES & NOBLE									
NORTH PARK PLAZA	1,714,708	17,389	1,732,097	1,626,423	8,894	1,635,317	5	96	6
SW CORNER 104TH & FEDERAL									
KING SOOPERS									
STANDLEY SHORES CENTER	1,237,958	4,748	1,242,706	1,122,363	6,044	1,128,407	10	(21)	10
SW CORNER 100TH & WADS									
KING SOOPERS									
VILLAGE AT THE MALL	1,107,857	18,070	1,125,927	982,433	9,211	991,644	13	96	14
S SIDE 88TH DEPEW-HARLAN									
LOWE'S									
WESTMINSTER CROSSING	986,667	14,715	1,001,382	839,657	8,380	848,037	18	76	18
136TH & I-25									
LOWE'S									

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
DECEMBER 2015 YEAR-TO-DATE

Center Location Major Tenant	Current Month General Sales	 General Use	 Total	Last Year General Sales	 General Use	 Total	Percentage Change Sales	 Use	 Total
BRADBURN VILLAGE	854,674	71,258	925,932	204,075	1,994	206,069	319	3,474	349
120TH & BRADBURN									
WHOLE FOODS									
WESTMINSTER PLAZA	694,429	6,870	701,299	702,865	4,905	707,770	(1)	40	(1)
FEDERAL-IRVING 72ND-74TH									
SAFEWAY									
ROCKY MOUNTAIN PLAZA	687,451	2,086	689,537	777,551	6,141	783,692	(12)	(66)	(12)
SW CORNER 88TH & SHER									
GUITAR STORE									
VILLAGE AT PARK CENTRE	644,610	19,898	664,508	593,069	9,395	602,464	9	112	10
NW CORNER 120TH & HURON									
CB & POTTS									
WESTMINSTER MALL	620,460	9,092	629,552	591,664	10,377	602,041	5	(12)	5
88TH & SHERIDAN									
JC PENNEY									
NORTHVIEW	527,115	6,159	533,274	499,126	6,591	505,717	6	(7)	5
92ND AVE YATES TO SHERIDAN									
H MART									
BOULEVARD SHOPS	429,950	7,942	437,892	396,244	3,522	399,766	9	125	10
94TH & WADSWORTH CORRIDOR									
AMERICAN FURNITURE WAREHOUSE									
BROOKHILL IV	413,365	24,740	438,105	401,203	9,119	410,322	3	171	7
E SIDE WADS 90TH-92ND									
MURDOCH'S									
RANCHO PLAZA	366,329	5,532	371,861	85,406	358	85,764	329	1,445	334
SE CORNER 72ND & FEDERAL									
WALMART MARKET									
STANDLEY PLAZA	357,355	4,432	361,787	322,027	4,717	326,744	11	(6)	11
SW CORNER 88TH & WADS									
WALGREENS									
STANDLEY LAKE MARKETPLACE	334,843	11862	346,705	484,125	33,968	518,093	(31)	(65)	(33)
NE CORNER 99TH & WADSWORTH									
SCANDANAVIAN DESIGNS									
TOTALS	39,887,085	860,713	40,747,798	37,400,276	855,249	38,255,525	7	1	7

WESTMINSTER

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Quarterly Insurance Claims Report – October through December 2015

Prepared By: Martee Erichson, Risk Manager

Recommended City Council Action

Accept the Fourth Quarter 2015 Insurance Claims Report.

Summary Statement

- The attached report provides detailed information on each liability insurance claim made to the City including the City's claim number, date of loss, claimant's name and address, a summary of the claim, and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office on litigated claims to make sure the interests of both the City and the citizens are addressed in each instance. The listing of the claims in this report is provided in accordance with Westminster Municipal Code 1-30-3.

- In accordance with Code provisions, the Risk Manager, acting as the City Manager's designee, has the authority to settle claims of less than $30,000. However, under the City's contract with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), CIRSA acts as the City's claims adjustor and settlement of claims proceed with the concurrence of both CIRSA and the Risk Manager. The City retains the authority to reject any settlement recommended by CIRSA, but does so at the risk of waiving its insurance coverage for such claims.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue
None identified

Alternative
None identified

Background Information
Information on the status of each claim received during the 4th quarter of 2015 is provided on the attached spreadsheet. All Incident Report forms are signed and reviewed by appropriate supervisors, Safety Committee representatives and department heads. Follow-up action, including discipline if necessary, is taken on incidents where City employees are at fault.

For the fourth quarter of 2015, Staff has noted the following summary information:

- Nine of the thirteen claims reported in the fourth quarter of 2015 are closed at this time.
- Total claims for the quarter and year-to-date are broken down by department as follows:

Department	4th Quarter 2015			YTD Total
	Total Claims	Open	Closed	
Fire	0	0	0	1
General Services	1	0	1	3
Parks, Recreation and Libraries (PRL)	1	1	0	11
Police (PD)	2	0	2	10
Public Works and Utilities (PWU) - Street Maintenance	7	3	4	16
Public Works and Utilities (PWU) - Utility Field Operations	2	0	2	4
TOTAL	**13**	**4**	**9**	**45**

Risk Management supports Council's Strategic Plan goal of "Financially Sustainable Government Providing Excellence in City Services" by working to mitigate the cost of claims to the City and maintaining a loss control program that strives to keep City streets and facilities safe for the general public.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Quarterly Insurance Report

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2015-0321	10/7/2015	PWU-Streets	Luis Mojardin	9048 Vance St #107, Westminster CO 80640	Claimant alleges his vehicle was damaged when he drove over an object in the street he believed to be a tool that came off a City truck.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2015-0378	10/22/2015	PWU-Util	Jeanette Marquez	10090 Wolff St, Westminster CO 80031	Claimant alleges a water main break caused trees in her yard to die.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2015-0351	10/29/2015	PWU-Util	Gordon & Marcia Shand	3484 W 100th Dr, Westminster CO 80031	Claimant found home PRV damaged after a water main break in the street.	$ 450.00	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City; however, claimant was offered payment under the City's "good neighbor" settlement program.

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2015-0358	11/14/2015	PWU-Streets	Lydia Lopez	1430 Nelson St, Lakewood CO 80219	Claimant alleges she was injured when she fell into a valve box located in an intersection where City staff were performing work.	$ -	Open	CIRSA investigating
2015-0368	11/18/2015	PD	Gina Martinez	172 Willow Ct North, Broomfield CO 80020	Claimant alleges her vehicle was damaged when a street light fell down in front of her vehicle as she was driving down a street.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City. Claimant was referred to Xcel Energy.
2015-0380	11/25/2015	PD	Kathleen and Scott Phillips	8697 W 79th Place, Arvada CO 80005	Claimants' vehicle was damaged when rear-ended by a City staff member driving a city vehicle.	$ 1,283.90	Closed	

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2015-0383	11/26/2015	PWU-Streets	Ed and Kathleen Duke	8191 Bradburn Dr, Westminster CO 80031	Claimants' landscaping was damaged when a city staff member slid into it driving a city snowplow.	$ -	Open	CIRSA investigating
2015-0383	11/26/2015	PWU-Streets	Kraig Jacobsen	305 Chestnut Ave Apt W, Pine Bluffs WY 82082	Claimant's parked vehicle was damaged when city staff member slid into it driving a city snowplow.	$ -	Open	CIRSA investigating
2015-0399	12/21/2015	PWU-Streets	Shawna Sharp	13209 Wyandot St, Westminster CO 80234	Claimant alleges her vehicle was damaged as a result of driving over deep ruts caused by snow.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
CLAIMS SUBMITTED RECENTLY WITH OCCURRENCE DATE PRIOR TO 4th QUARTER 2015:								
2015-0382	5/27/2015	PRL	Dadiotis Golf Enterprises LLC	c/o Gersh & Thomaidis LLC, 1860 Blake St Ste 400, Denver CO 80202	Claimant's attorney alleges the City failed to abide by its contractual agreement with the claimant.	$ -	Open	CAO investigating

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2015-0323	7/1/2015	PWU-Streets	Rebecca Davis	9170 Carr Ct, Westminster CO 80021	Claimant alleges her sprinkler system was damaged during sidewalk repair work.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City. Claimant was referred to sidewalk contractor who performed the work.
2015-0286	7/31/2015	GS	Lori Walker	6163 Allison St, Arvada CO 80004	Claimant alleges she was injured when she tripped walking off a curb while carrying packages out of the J.C. Penney store.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2015-0322	9/8/2015	PWU-Streets	Cynthia Harris	1291 W 120th Ave, Westminster CO 80234	Claimant alleges her vehicle was damaged when she drove over a hole on the side of the road.	$ -	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
					TOTAL	**$ 1,733.90**		

WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
January 25, 2015

SUBJECT: Special Legal Counsel – Dadiotis Litigation

Prepared By: David Frankel, City Attorney

Recommended Council Action

Authorize the City Manager to enter into an agreement with Hoffmann, Parker, Wilson & Carberry P.C., for litigation of the Dadiotis Gold Enterprises, Inc. ("Dadiotis"), contract dispute for an authorized expenditure not to exceed fifty thousand dollars ($50,000).

Summary Statement

- In response to the Declaratory Judgment action the City filed on November 15, 2015, seeking to enforce the termination date of the concessionaire agreement allowing Dadiotis to operate the City's two golf course restaurants, Dadiotis has filed multiple counterclaims.
- To date this dispute has been handled by the City Attorney's Office, including extensive unsuccessful settlement negotiations that took place in the summer and fall of 2015.
- Given the other competing priorities for legal work in the City Attorney's Office, it is the City Attorney's recommendation that Council hire an outside law firm specializing in municipal litigation matters to take over this case.
- Mr. M. Patrick Wilson, Esq., of the firm Hoffman, Parker, Wilson & Carberry, P.C., will be the partner on the case and is an experienced and well-respected litigator in municipal matters.
- City Attorney's Office staff will remain a contact point for City staff and will coordinate the litigation efforts in every way possible to minimize costs. In addition, Mr. Wilson will assign work to the firm's litigation associates as appropriate to reduce costs.
- City Council has previously found merit in approving special legal counsel to assist the City Attorney's Office as needed, rather than expanding the office's permanent staff.
- This expense was not included within the City Attorney's Office budget.

Expenditure Required: Not to exceed $50,000

Source of Funds: General Fund – Central Charges, Professional Services

Policy Issue

Should City Council retain special legal counsel to assist the City in connection with the Dadiotis contract dispute litigation?

Alternatives

Do not retain special legal counsel assistance for this litigation or seek such assistance from another source. Neither of these alternatives are recommended given the need for Parks, Recreation and Libraries to regain control of its golf course restaurants and the various other competing priorities in the City Attorney's Office's work load. Hiring this outside counsel also means the opportunity to add experienced attorneys dedicated to the case, especially responsive to deadlines, and access to an office that is fully equipped with litigation support resources. Mr. Wilson's proposed fee of $225 per hour, with $185 per hour for associate time, is well within the Denver area market for such services.

Background Information

Mr. Wilson is a partner in the firm of Hoffmann, Parker, Wilson & Carberry, P.C. His practice of more than twenty years specializes in eminent domain, condemnation, real property litigation, sales and use tax litigation, local government law, general litigation, arbitration and mediation, administrative procedures and appeals. Mr. Wilson is currently litigating cases for the cities of Lakewood and Commerce City, the Town of Silverthorne, and the Vail Recreation District, and he serves as a hearing officer for the City and County of Denver.

Mr. Wilson is a graduate of the University of California, Hastings College of the Law, was a law clerk for Denver District Court Judge Larry Naves and served as a Colorado Assistant Attorney General from 1999-2001.

Approval of this outside counsel agreement supports the City's 2015 Strategic Plan Goal of a Financially Sustainable Government Providing Excellence in City Services. The flexibility of "staffing up" by adding outside counsel is an efficient short-term solution to addresses surges in the City's demands for legal services.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 D

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Westminster Station, Phase 1 Infrastructure Project - Change Order for Stone Veneer

Prepared By: Seth Plas, Senior Engineer
John Burke, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute a change order with Concrete Express, Inc. in the amount of $236,668 to add stone veneer on certain exposed walls within the Westminster Station, Phase 1 Infrastructure Project area.

Summary Statement

- City Council awarded the construction contract for the Westminster Station, Phase 1 Infrastructure Project to Concrete Express, Inc. (CEI), in the amount of $6,722,510, on July 27, 2015.
- The price of stone veneer on exposed concrete walls in the station plaza areas was included in the advertisement process as a bid alternative due to potential budget constraints. After extensive value engineering efforts, the City staff narrowed the stone veneer scope and changed materials to ensure that these costs were within the budget allowance while still maintaining the aesthetic vision for the north plaza.
- Staff recommends that the City Council proceeds with the authorization of a change order to the construction contract to install stone veneer in the north plaza adjacent to the Westminster Station on selected walls as detailed in the attached "Stone Veneer Extents" exhibit.
- The remaining walls in the north plaza will be constructed with a ledge to allow for potential installation of stone veneer at a later date.

Expenditure Required: $236,668

Source of Funds: General Capital Improvement Funds – Westminster Station North

Policy Issue

Should City Council proceed with the authorization of a change order to the construction contract with Concrete Express, Inc. for the installation of stone veneer on certain walls at the Westminster Station, Phase 1 Infrastructure Project site?

Alternative

City Council could choose to not move forward with the change order to install stone veneer for this project. However, installing the stone veneer at a later time would significantly disrupt pedestrian traffic entering and exiting the pedestrian tunnel under the commuter rail tracks, and it could impact revenue service to the RTD commuter rail station. The most concerning aspect of this disruption is the only ADA access to the station platform from the north plaza would have to be closed for an undetermined amount of time. For these reasons, Staff recommends authorizing this change order to the construction contract.

Background Information

On July 27, 2015, City Council awarded a construction contract in the amount of $6,722,510 to Concrete Express, Inc. d/b/a CEI for the Westminster Station, Phase 1 Infrastructure Project. This project extends from Hooker Street, south of 71st Avenue, to the proposed plaza north of Westminster Station at Westminster Station Drive. It includes the construction of Westminster Station Drive from Hooker Street to Federal Boulevard where a new traffic signal and access were approved by the Colorado Department of Transportation (CDOT). Street lights, electrical work, landscaping and a sidewalk on the southern portion of Westminster Station Drive will also be included in this construction.

This project was advertised with multiple bid alternatives including stone veneer for the walls in the plaza. The original bids for this alternative totaled $527,941 for all the stone veneer installation associated with this project. The City and CEI began value engineering efforts to reduce the cost of this work. In that value engineering process, both the City and CEI concluded the most effective method to reduce this cost, while still maintaining the desired aesthetics for the plaza, was to change the type of stone. Switching the veneer to a Colorado stone supplier reduced the price of the material to $434,796, an 18% reduction in overall cost. The aesthetics of the stone were vetted by City staff to ensure it maintained the vision for the plaza.

While the value engineering exercise results were favorable, unforeseen costs have required staff to reallocate a portion of the Westminster Station funds. More specifically, the Adams County Housing Authority (ACHA) project, which will be located at 71st Avenue and Federal Boulevard, requires a storm sewer system extended to serve the property. This extension requires the acquisition of private property, demolition of existing structures and the construction of the storm sewer. Staff determined that reducing the scope of walls that receive stone veneer as part of this project would free up funds to help assist the construction of the ACHA project. The walls adjacent to the station platform were identified as the highest priority to receive stone. See attached "Stone Veneer Extents" map for the limits of this work.

The areas detailed in the aforementioned exhibit include the 16-foot tall retaining wall adjacent to the pedestrian tunnel entrance on the north side of the commuter rail tracks and tier walls that stem from the tall retaining wall. These walls were determined to have the most impact to pedestrian traffic once the Westminster Station opens. Not only are these walls close to the tunnel entrance, but they are also adjacent to the only ADA access to the platform from the north of the commuter rail tracks. To install the stone on

these walls after the Westminster Station opening would force the ADA access to be closed for an undetermined amount of time. In addition, there would be a requirement for a "safety buffer zone" around the 16-foot tall retaining wall in case of falling stone during installation. Lastly, due to the extra mobilization, the cost to install this segment of stone veneer at a later date could increase by an estimated 25%. Having this work included in CEI's contract would forego that additional mobilization cost. For these reasons, it is recommended that this stone veneer work be including in the construction contract for the Westminster Station, Phase 1 Infrastructure Project.

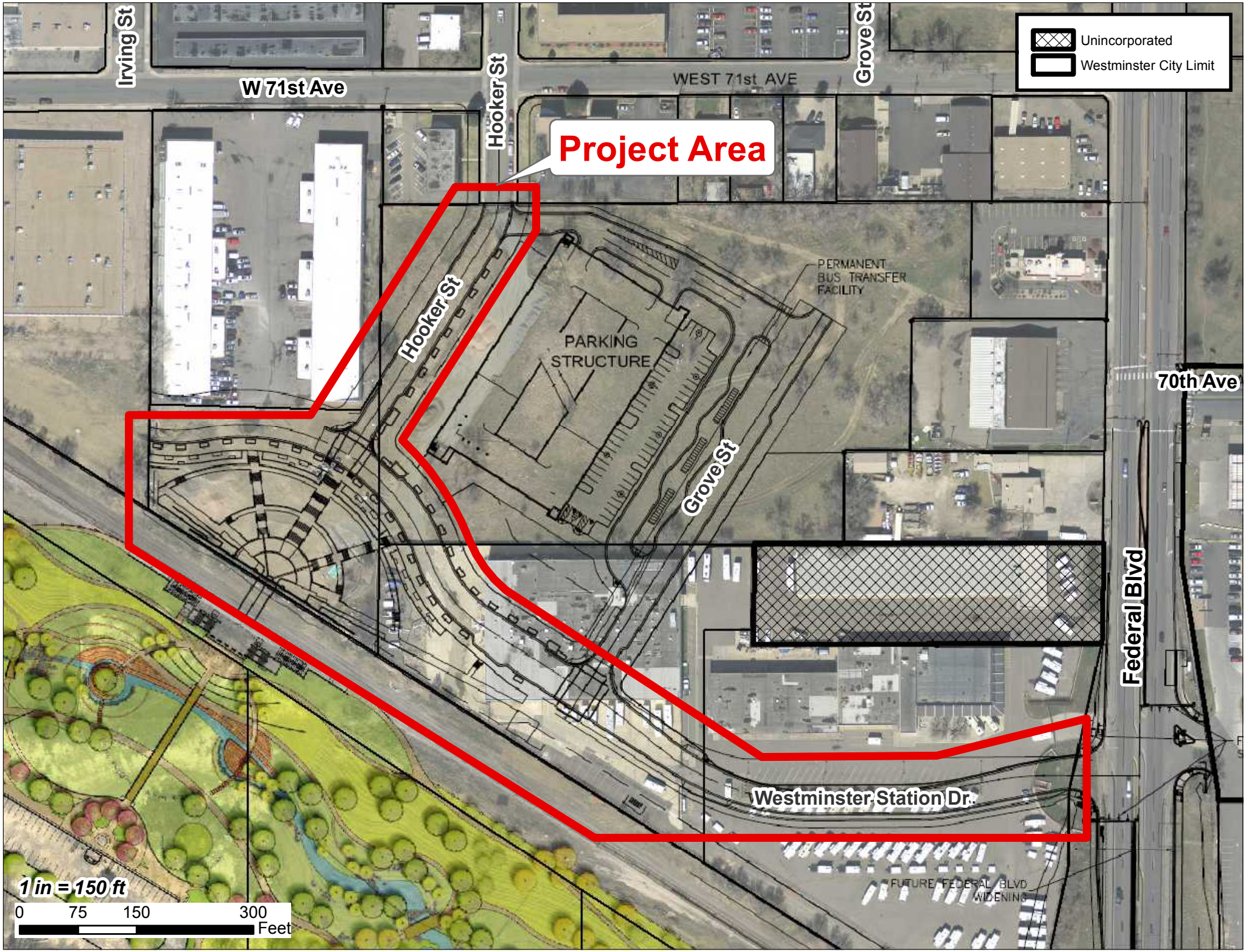
The remaining walls that account for the north plaza will be constructed with a ledge, thus allowing stone to be installed as part of a future project. In the interim, the walls that do not receive stone will be left with a "grey concrete" appearance. With the plaza's configuration, the disruption to pedestrian traffic will be minimal for stone installation on the remaining walls in a future project because there are three alternative routes to access the station platform. It would not be difficult to close segments of the plaza to install these remaining stone coverings.

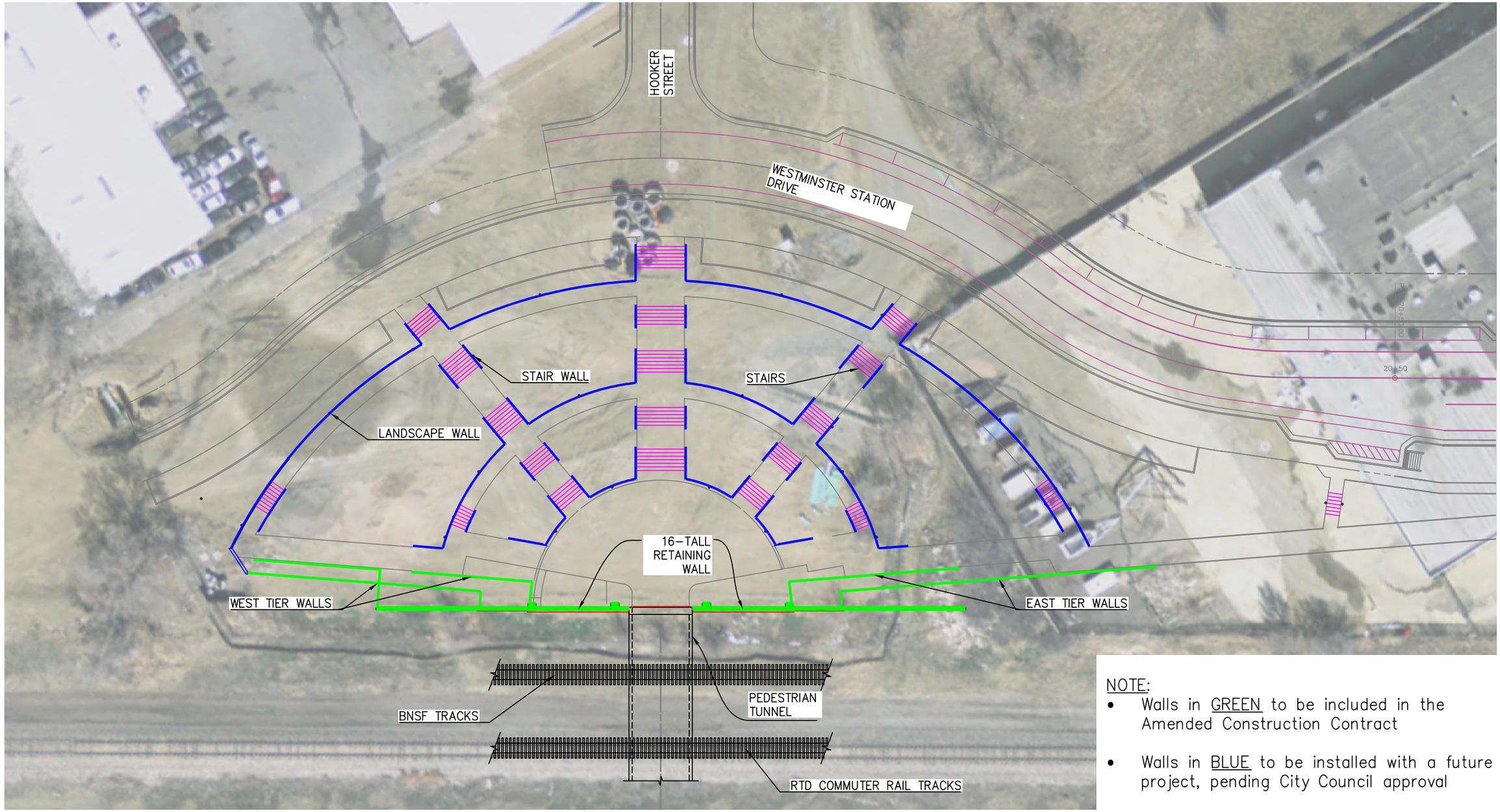
This addition of aesthetic enhancements to the project meets the City Council's goal in the Strategic Plan for a *Beautiful, Desirable, Safe and Environmentally Responsible City*.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Vicinity Map
Stone Veneer Extents


Unincorporated
Westminster City Limit
Irving St
W 71st Ave
Hooker St
WEST 71st AVE
Grove St
Project Area
PERMANENT
BUS TRANSFER
FACILITY
PARKING
STRUCTURE
Hooker St
Grove St
70th Ave
Federal Blvd
Westminster Station Dr.
FUTURE FEDERAL BLVD
WIDENING
1 in = 150 ft
0
75
150
300
Feet



NOTE:

- Walls in GREEN to be included in the Amended Construction Contract
- Walls in BLUE to be installed with a future project, pending City Council approval

STONE VENEER EXTENTS

NOT TO SCALE

WESTMINSTER

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Purchase of 13 Patrol Vehicles from State Bid

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Based on the results of the State of Colorado bid, award the purchase for 13 Police Department patrol vehicles to Sill-TerHar Motors in the amount of $404,235.

Summary Statement

Thirteen Police Department patrol vehicles were previously approved and are within the amount authorized by City Council in the 2016 Public Safety Tax General Capital Outlay Replacement Fund budget. Key information on these purchases is outlined below:

- The 2016 vehicle replacement funding includes thirteen 2016 Ford Interceptor all-wheel drive police patrol utility vehicles, plus additional emergency equipment.
- City Council is requested to award the purchases for 13 police patrol vehicles, based on the State of Colorado Price Agreements to Sill-Ter Har Motors.
- A future Council agenda memorandum will be presented to Council early in 2016 to authorize the emergency lights and equipment installation on these vehicles.
- City Council previously approved the 2016 Public Safety Tax General Capital Outlay Replacement Fund (PST-GCORF) budget, of which 14 vehicles budgeted were to be the Ford Interceptor utility at $31,095 each. This number of police patrol vehicle purchases was reduced by one, down to 13 in 2016, to fund one additional Police Animal Management van.

Expenditure Required: $404,235

Source of Funds: Public Safety Tax General Capital Outlay Replacement Fund

Policy Issue

Should the City proceed with the purchase of 13 Police Department patrol vehicles for 2016 using the State of Colorado Bid?

Alternatives

1. Reject the State of Colorado bids and instruct Staff to re-bid these patrol vehicles. This alternative is not recommended because the State bid reflects a lowered price based on the purchasing power of many political subdivisions in Colorado.

2. Do not purchase some or all of the proposed patrol vehicles in 2016. This alternative is not recommended because all of the vehicles being replaced have a maintenance history that makes it impractical to keep them in regular service. Beginning in 2013, the Police Department extended the replacement cycle of patrol vehicles an additional 10,000 miles, out to 110,000 miles.

Background Information

The original 2016 PST GCORF account projected the replacement of seven Ford Crown Victoria patrol cars with Ford Interceptor Sedans with emergency equipment and lighting at a cost of $38,500 apiece, and to "rebuild" the last seven Ford Crown Victoria's at a cost of $23,500 apiece. After reviewing officer needs and fuel mileage reports from three surrounding jurisdictions, the Interceptor Utility Wagon was approved by City Council to replace all 14 vehicles. The new Interceptor Utility Wagon increases officer visibility, equipment storage and occupant room. The cost for the Ford Interceptor Utility Wagon before emergency equipment and lighting is $31,095 each. Evaluation by staff recognized that 13 Interceptor Utility Wagons will meet the anticipated replacement schedule in 2016 and the money from the 14th patrol vehicle is needed to add one Animal Management van to the Police Department. A future Council agenda memorandum will be presented to Council early in 2016 to authorize the purchase of light-.duty vehicles that will include this Animal Management van purchase.

The emergency equipment including lights, control console, push bumper, prisoner cage(s) and seat and ready buckle type straps are unique to the Interceptor Utility Wagon and the equipment cannot be transferred from the outgoing Crown Victoria. A separate request will brought to Council with a separate agenda memo in early 2016 for purchase of necessary equipment. The estimated cost to outfit each Ford Interceptor Utility Wagon with emergency equipment will be $12,000 per vehicle.

Patrol vehicles are replaced at 110,000 miles. Patrol vehicles are stripped of logos and emergency equipment and sent to auction; none are kept in the fleet in other capacities to maintain the 52 marked patrol units fleet.

This recommended purchase meets Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by spending tax dollars in a responsible manner, ensuring Police vehicles are dependable and replaced at the lowest price possible.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 F

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Purchase of Utilities Telehandler from NJPA Award

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Authorize the purchase of a Caterpillar TL 642 C telehandler from Wagner Equipment Company, utilizing the National Joint Powers Alliance (NJPA) bid award for the amount of $124,825, less trade-in allowance of $18,500, resulting in a net cost of $106,325.

Summary Statement

- City Council action is requested to authorize the purchase for one Caterpillar TL 642 C telehandler from Wagner Equipment Company, utilizing the NJPA bid award for the amount of $124,825.
- Authorize trade-in of a 1996 Gradall 524-3S telehandler to Wagner Equipment for the amount of $18,500, against the purchase of the new Caterpillar TL 642 C telehandler, resulting in a net cost of $106,325.
- City Council previously approved $90,000 in the 2016 Water Utilities Capital Outlay Replacement Fund (WUCORF) budget to purchase the Telehandler.
- A savings of $24,000 was realized with the purchase of unit 9734, a John Deere wheeled excavator, in April of 2015. Those dollars are in the Water Utilities Capital Outlay Replacement Fund and will be used to offset the $16,325 between the budgeted and actual amount for the Caterpillar TL 642 C telehandler.

Expenditure Required: $106,325

Source of Funds: Water Utilities Capital Outlay Replacement Fund

Policy Issue

Should the City proceed with the purchase of one Caterpillar TL 642 C telehandler from Wagner Equipment Company?

Alternatives

1. Reject the National Joint Powers Alliance (NJPA) bid award for the telehandler and instruct City Staff to re-bid the telehandler. This is not recommended because the NJPA bid award reflects a competitive bid process that provided heavy equipment dealerships the opportunity to compete fairly to provide the heavy equipment.

2. Do not purchase the proposed replacement telehandler in 2016. This is not recommended because this telehandler has a costly maintenance history that makes it impractical to keep it in regular service based on Fleet Maintenance recommendations and this remaining piece of equipment for Utility Operations.

Background Information

As part of the 2016 budget process, City Council authorized the purchase of one Public Works and Utilities (PW&U) telehandler at the budgeted amount of $90,000. When the budget was developed in 2014, the parent company of Gradall; JLG Company, stopped selling Gradall telehandlers. Then in 2015, JLG also stopped selling Lull telehandlers, leaving the market somewhat reduced. Currently JLG, John Deere, Genie and Caterpillar are the primary telehandler manufacturers. The $90,000 budgeted in the WUCORF account is under market value for 2016. Savings from 2015 purchase of a John Deere wheeled excavator from the WUCORF account will be applied to make up the $16,325 difference. The approved replacement of the 20 year-old telehandler identified in the table below, has reached a point where it is no longer economically reasonable to maintain in service. Please note, the life-to-date equipment maintenance costs in the table does not include fuel cost.

General Capital Outlay Replacement Fund

CITY DEPARTMENT / DIVISION	REPLACEMENT VEHICLE	LIFE-TO-DATE VEHICLE MAINTENANCE COST	NEW VEHICLE MAKE/MODEL	NEW VEHICLE PRICE W/Trade-in	NJPA BIDDER AWARDED
Public Works and Utilities, Utilities Division	Unit # 9700 Year 1996 Gradall 524-3S 3511 Hours	$35,020	2015 Caterpillar TL 642 C telehandler	$106,325	Wagner Equipment Company

This recommended purchase meets Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by keeping a highly dependable fleet of vehicles and equipment on the job and by obtaining the best possible price for this telehandler.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 G

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Fleet Maintenance Cumulative Fuel Purchases of Over $75,000

Prepared By: Jeffery Bowman, Fleet Manager

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by approving Fleet Maintenance cumulative purchases in 2016 with Chief Petroleum, Gray Oil, and Hill Petroleum for total fuel purchases not to exceed $300,000 total among the three vendors.

Summary Statement

- The Westminster Municipal Code requires that all purchases over $75,000 be brought to City Council. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds $75,000.

- The Fleet Maintenance Division is purchasing 170,000 gallons of gasoline and 90,000 gallons of diesel fuel via a futures contract method, competitively bid and awarded to Hill Petroleum totaling $408,552 in 2016. This item appeared separately on City Council Agenda 8F on December 28, 2015, and is not included in this request.

- Historic gasoline and diesel fuel use averages 335,000 gallons annually, so the remaining non-contracted fuel may equal 75,000 gallons. Staff is asking for approval of purchases not to exceed $300,000 for the remaining non-contracted needs through 2016.

- Adequate funds are appropriated in the 2016 Fleet Maintenance budget and are available for the needed purchases.

Expenditure Required: Not to exceed $300,000

Source of Funds: 2016 Fleet Maintenance Fund

Policy Issue

Should Council approve the remaining non-contracted purchase of vehicle fuel from various vendors that total over $75,000 per vendor, but not to exceed an additional $300,000 in total in 2016?

Alternative

Do not approve the expenditures as recommended. While it could be argued that each transaction represents a separate purchase, City Staff believes that a more prudent approach is to treat the smaller transactions as cumulative larger purchases with the vendors that are subject to Council approval.

Background Information

Fleet Maintenance uses a variety of fuel vendors to provide no-lead, E-10 gasoline and #2 diesel fuel in City vehicles. The 2016 Fleet Maintenance Commodities budget contains $1,126,430 in the line item for vehicle fuel. Beyond the 260,000 gallon quantity outlined in the 2016 futures contract with Hill Petroleum, additional on-going purchases will be necessary and will include routine, competitively bid fuel deliveries.

Fleet Maintenance has three vendors that are used on a regular basis. Any one of the three vendors (Chief Petroleum, Gray Oil and Hill Petroleum) could be awarded individual spot bids totaling 75,000 gallons. While the futures contract is the primary gasoline and diesel acquisition method in 2016, spot pricing will provide timely deliveries of fuel to the City for quantities that are needed, beyond the futures contract amounts. Spot pricing is expected to supply approximately 15% of the anticipated gasoline use and 25% of the anticipated diesel use in 2016. When spot fuel deliveries are necessary, prices are requested from three vendors and the low price for the day is awarded the purchase.

Staff anticipates that it will be purchasing fuel from all three vendors throughout the year which will surpass $75,000 each, but not exceed a total of an additional $300,000 for these spot purchases.

This recommended approach to purchasing fuel helps achieve City Council's Strategic Plan goal of "Financially Sustainable Government Providing Excellence in City Services" by keeping the City's fuel supply within budget and reliable into 2016.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 H

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Fleet Maintenance Cumulative Purchases of Over $75,000 for TCI Tire Centers

Prepared By: Jeffery Bowman, Fleet Manager

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by approving Fleet Maintenance cumulative purchases in 2016 with TCI Tire Centers for purchases not to exceed $150,000 through year end.

Summary Statement

- The Westminster Municipal Code requires that all purchases over $75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds $75,000.

- The Fleet Maintenance Division uses a number of vendors to provide tires and tire services required to maintain City of Westminster vehicles. Total aggregate purchases from TCI Tire Centers will likely exceed $75,000 during 2016. Staff is asking for approval of purchases not to exceed $150,000 for tires and tire services from TCI Tire Centers through 2016.

- Adequate funds are budgeted and available in the 2016 Fleet Maintenance Commodities Fund for the needed purchases.

Expenditure Required: Not to exceed $150,000

Source of Funds: Fleet Maintenance Fund

Policy Issue

Should Council approve the cumulative purchase of tires and tire services from TCI Tire Centers that total over $75,000, but not to exceed $150,000 in 2016?

Alternative

Do not approve the expenditures as recommended. While it could be argued that each transaction represents a separate purchase, City Staff believes that a more prudent approach is to treat the smaller transactions as cumulative larger purchases with the vendors that are subject to Council approval.

Background Information

The Westminster Municipal Code requires that all purchases over $75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds $75,000. Fleet Maintenance has identified one vendor where the total cumulative purchases or expenses will likely exceed $75,000 for the year 2016 and thus require Council authorization. Staff is seeking approval for these expenditures for the calendar year 2016. Adequate funds are available in the 2016 Fleet Maintenance Commodities account.

Fleet Maintenance uses a variety of tire vendors to provide tires and tire services. These on-going purchases include routine, competitively bid tires and services. To date, Fleet Maintenance has identified TCI Tire Centers as a vendor that will likely accumulate over $75,000 in orders during 2016. TCI Tire Centers has the State Bid on the Michelin tires used for the City's Fire apparatus and is the most frequently used vendor for recap tires for heavy duty tandem trucks. TCI has been a reliable tire vendor for the City that provides competitive pricing for tires at or below the current State bid price. In addition, the Fleet Maintenance Division sources recap tires for heavy duty vehicles from TCI for the following reasons: TCI's ability to track City casings, discarding the casings after three rotations; and TCI's ability to match the tread pattern currently in use on the City's heavy duty vehicles. TCI visits the Fleet Maintenance Division each Friday to check current stock levels of passenger/light truck tires, and to inspect tread depth/tire condition on heavy duty vehicles located at the Municipal Service Center.

Staff anticipates that it will be purchasing tires and services from TCI Tire Centers throughout the year that will not exceed $150,000. The City's approach to these types of collective purchases from a single vendor is to assure that purchases in excess of $75,000 are identified in advance and brought to City Council for approval.

This approach helps achieve City Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by meeting the following objectives: maintaining well equipped City of Westminster vehicles and spending tax dollars in a responsible manner.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Grant Application for Hyland Hills Park and Recreation District

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action
Approve a motion to sponsor a grant application for Hyland Hills Park and Recreation District to the Adams County Open Space Grant Program.

Summary Statement
Hyland Hills Park and Recreation District has requested that the City of Westminster sponsor a grant application to the Adams County Open Space grant program for a grant to create a pollinator garden for their new community garden at Clear Creek Valley Park. The proposed project will cost approximately $10,000 of which the District will be requesting $5,000 or 50% from Adams County. Hyland Hills and the Butterfly Pavilion will contribute $2,500 each as match. The pollinator garden is designed by staff with the Butterfly Pavilion to attract bees and other beneficial insects. Since Hyland Hills is a non-sales tax collection entity within Adams County, sponsorship from a qualified entity is required to submit grant applications. The City of Westminster is considered a qualified entity within Adams County and can sponsor grant applications. Sponsoring grants does not negatively affect the City of Westminster's ability to apply for grants in the same grant cycle. Sponsorship also does not have to be based on jurisdictional boundaries.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Should the City agree to sponsor a grant for Hyland Hills Park and Recreation District for a pollinator garden to the Adams County Open Space grant program?

Alternative

The City could choose to not sponsor the grant application and Hyland Hills could ask another jurisdiction to sponsor the grant for them. Adams County rules require sponsorship from separate entities for each grant submitted per cycle. Hyland Hills plans to submit other grant applications plus a mini-grant and has already asked other jurisdictions to sponsor the remaining grants.

Background Information

Hyland Hills Park and Recreation District is a strong partner with the City of Westminster. They have asked the City to sponsor a grant to the Adams County Open Space program. Since Hyland Hills is a non-sales tax collection entity within Adams County, a sponsorship from a qualified entity is required. The project includes creating a pollinator garden next to their newly planned community garden at the Clear Creek Valley Park. This new park is located on the west side of Lowell Boulevard and north of I-76. The pollinator garden will attract pollinating insects to the area which will help the plants in the community garden flourish. The community garden will include 24 individual plots and will be located on the west side of the park near Tennyson Street. The overall park plan includes the community garden, multiple ponds, multi-use fields, and tree farms.

Hyland Hills plans to ask Adams County for $5,000 through their mini-grant program. The $5,000 match will be provided by Hyland Hills and the Butterfly Pavilion. The Butterfly Pavilion created and designed the pollinator garden. By agreeing to sponsor this grant, the City of Westminster can still apply for the maximum allowable grants in the same cycle and does not retain any responsibility for the grant or the project itself.

Sponsoring this grant request supports the "Visionary Leadership, Effective Governance and Proactive Regional Collaboration" goal by collaborating with and supporting an important partner, the Hyland Hills Parks and Recreation District.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Clear Creek Valley Park Master Plan

2015 MASTER PLAN
HYLAND HILLS PARK & RECREATION DISTRICT
CLEAR CREEK VALLEY PARK

158 FILLMORE ST, STE #400
DENVER, CO 80206
FAX 303449-6911
www.mgzcm.com
MIG

HYLAND HILLS
Park & Recreation District

12 JUNE 2014
REVISED 14 DICEMBER 2015

PARK ACREAGE	
85.84 AC	THIS PLAN SETS FORTH A CONCEPTUAL VISION FOR THE COMPLETE DEVELOPMENT OF CLEAR CREEK VALLEY PARK. THIS PLAN MAY BE AMENDED IN RESPONSE TO AVAILABLE FUNDING, ADAMS COUNTY COMMISSIONER APPROVALS, ADDITIONAL CITIZEN INPUT, CONSTRUCTION PHASING AND FUTURE NEEDS OF HYLAND HILLS PARK AND RECREATION DISTRICT.
05.20 AC *LESS* (WANCO SALE)	
80.64 AC (2014 PARK ACREAGE)	

KEY

- PICNIC SHELTER
- WILDLIFE VIEWING BLIND
- FISHING PIER
- PORTABLE TOILET ENCLOSURE
- GH GREENHOUSE

NORTH

0 50 100 200
SCALE: 1" = 100'

WESTMINSTER

Agenda Item 8 J

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: 2016 Foothills Animal Shelter Construction Debt Assessment

Prepared By: Mike Cressman, Deputy Chief of Police
Kim Barron, Neighborhood and Support Services Commander

Recommended City Council Action
Authorize payment of $86,119.30 to Jefferson County for the City's 2016 assessment for construction debt repayment.

Summary Statement

- On November 25, 1996, City Council authorized the City Manager to enter into an Intergovernmental Agreement (IGA) for the provision of all animal sheltering functions for the City of Westminster to be located at Table Mountain Animal Center (TMAC). Westminster is party to this agreement with Jefferson County, Lakewood, Wheat Ridge, Arvada, Edgewater and Golden. The Agreement covers Westminster residents who live in Adams County as well as Jefferson County. In August 2010, TMAC changed its name to Foothills Animal Shelter (FAS) in conjunction with the move to the new facility located at 580 McIntyre Street in Golden.

- In August of 2012, Council approved an amended IGA with Jefferson County and the cities of Lakewood, Wheat Ridge, Arvada Edgewater and Golden. This new IGA restructured the Foothills Animal Shelter (FAS) construction debt repayment and the Countywide Dog Licensing Program agreements that had been in effect.

- The amended IGA provides for the dog licensing revenue to cover FAS operational costs and the parties will now be annually assessed for the construction debt repayment by Jefferson County.

- The amount requested for the annual construction debt repayment assessment is within the funds authorized by City Council for this item in the 2015 Police Department budget.

Expenditure Required: $86,119.30

Source of Funds: 2016 General Fund – Police Department Operating Budget

Policy Issue

Should City Council authorize the expenditure of $86,119.30 for Westminster's 2016 assessment for Foothills Animal Shelter construction debt repayment?

Alternative

Council could decline payment. This alternative is not recommended as the City is a part of the IGA agreement to provide a healthy and safe shelter environment for our animals and to build the current FAS facility. The Foothills Animal Shelter remains a cost effective approach for the City to shelter animals.

Background Information

The City of Westminster has been part of an agreement with Table Mountain Animal Center for the provision of all animal sheltering functions, since January 1, 1997. An Intergovernmental Agreement set out the method for calculating each participating agencies assessment for operating expenses. This method was based upon population and property valuation. In 2010, a new facility was constructed and the name was changed to Foothills Animal Shelter.

In August 2012, City Council directed the City Manager to enter into an Amended Intergovernmental Agreement with five other Jefferson County parties for Animal Shelter/Dog Licensing/Funding. The agreement provides for future operating expenses of Foothills Animal Shelter to be paid from dog licensing revenue. Participating parties would pay an annual construction debt assessment based upon the number of households and dog population.

The construction debt assessment for 2016 represents a 1.1% decrease from the 2015 assessment of $87,058.73. Because the assessment is based on the loan principal balance, the annual assessment will incrementally decrease as the principal is paid down. Adequate funds are budgeted in the Police Department's 2016 General Fund Operating Budget for this expense.

Action on this item supports City Council's Strategic Plan goal of Excellence in City Services and Proactive Regional Collaboration.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 K

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: 2016 Foothills Animal Shelter Special Assessment

Prepared By: Mike Cressman, Deputy Chief of Police
Kim Barron, Neighborhood and Support Services Commander

Recommended City Council Action

Authorize payment of $128,240 to Jefferson County for the City's 2016 special assessment to support the long-term sustainability plan for the Foothills Animal Shelter.

Summary Statement

- On November 25, 1996, City Council authorized the City Manager to enter into an Intergovernmental Agreement (IGA) for the provision of all animal sheltering functions for the City of Westminster to be located at Table Mountain Animal Center (TMAC).
- Westminster is party to this agreement with Jefferson County, Lakewood, Wheat Ridge, Arvada, Edgewater and Golden. The Agreement covers Westminster residents who live in Adams County as well as Jefferson County.
- In August 2010, TMAC changed its name to Foothills Animal Shelter (FAS) in conjunction with the move to the new facility located at 580 McIntyre Street in Golden.
- An Intergovernmental Agreement (IGA) sets out the method for calculating each participating agency's annual assessment for FAS operating expenses and construction debt repayment.
- Under the current IGA, the City's budgeted and annual assessments are used to repay the construction debt, while revenue generated from the Dog Licensing Program offsets FAS operational costs.
- Under a revised financial model that includes increasing licensing fees, temporary reductions in reserve accounts, increased fundraising and special assessments applied to all the participating entities over the next seven years, FAS believes it will be able to assume a stable financial position from which to operate.
- The Special Assessment for the City of Westminster in 2016 is $128,240. All the participating entities are receiving a pro-rated Special Assessment in 2016 totaling the anticipated need of $750,000. Under the Financial Model the City of Westminster's annual special assessment, along with all participating entities, will decrease annually and ceasing entirely effective 2023.
- The amount requested for the special assessment is within the funds authorized by City Council for this item in the 2016 Police Department budget.

Expenditure Required: $128,240

Source of Funds: 2016 General Fund – Police Department Operating Budget

Policy Issue

Should City Council authorize the expenditure of $128,240 for Westminster's portion of the 2016 special assessment for Foothills Animal Shelter sustainability plan?

Alternative

Council could decline payment. This alternative is not recommended as the City is a part of the IGA agreement to provide a healthy and safe shelter environment for our animals and without funds from the special assessments FAS is not financially sustainable.

Background Information

On November 25, 1996, City Council authorized the City Manager to enter into an Intergovernmental Agreement (IGA) for the provision of all animal sheltering functions for the City of Westminster to be located at Table Mountain Animal Center (TMAC). Westminster is party to this agreement with Jefferson County, Lakewood, Wheat Ridge, Arvada, Edgewater and Golden. The Agreement covers Westminster residents who live in Adams County as well as Jefferson County.

In August 2010, the shelter moved to a new facility located at 580 McIntyre Street in Golden. They opened for business under the new name "Foothills Animal Shelter (FAS)." The 30,000-square foot facility is approximately three times the size of the former Table Mountain Animal Shelter that it replaced. An Intergovernmental Agreement (IGA) sets out the method for calculating each participating agency's annual assessment for FAS operating expenses and construction debt repayment. Under the current IGA, the City's budgeted and annual assessments are used to repay the construction debt, while revenue generated from the Dog Licensing Program offsets FAS operational costs.

In spite of increased dog licensing efforts, compliance rates have remained consistent, averaging approximately 20% across the county. Operating expenses for the shelter have exceeded projections and revenue, operating and capital reserve accounts have been depleted. Financial review by the FAS Board of Directors has determined that the current financial position of FAS is not sustainable. Under a revised financial model that includes increasing licensing fees, temporary reductions in reserve accounts, increased fundraising and special assessments applied to all the participating entities over the next seven years, FAS believes it will be able to assume a stable financial position from which to operate.

The City's current financial obligation to FAS is $86,119 (declining annually) for construction debt repayment for the facility. Per the IGA, licensing fees and other revenues are committed to fund operating costs. Since 2013, operating expenses for the shelter have exceeded projections and revenue. Funds in operating and capital reserve accounts for FAS have been depleted. Despite increased dog licensing efforts, compliance rates have remained consistent, throughout the county averaging approximately 20%. Financial review by the FAS Board of Directors, made up of one person from each participating jurisdiction, along with the FAS Executive Director determined that the current financial position of FAS is not sustainable. The immediate goal is to cut expenses where practical and increase revenues where possible. In order to positon FAS for long-term financial sustainability, the FAS Board recommended increasing licensing fees, reducing the capital reserve account and increasing local jurisdiction assessments beginning in 2016. On November 1, 2015, dog license fees were adjusted to a flat rate of $20 for all dogs, countywide.

However, based on current operations, FAS faces a $750,000 structural budget deficit starting in 2016. In response, a financial plan was proposed and agreed upon by participating jurisdictions in which each would assume an additional assessment beginning in 2016 to cover operating expenses and close this gap. The FAS financial plan shows this additional assessment decreasing each year with elimination in

2023. The assumption behind this approach is that increased fundraising activities, grants, gifts and other contributions will offset and eventually replace this additional assessment for the participating governments.

The Special Assessment by participating entity in 2016 is as follows:

2016	
Arvada	$ 130,193
Edgewater	$ 7,086
Golden	$ 22,856
Lakewood	$ 192,082
Westminster	$ 128,240
Wheat Ridge	$ 43,477
Unincorporated	$ 226,067
Total	**$ 750,000**

This assumption however does give rise to some caution, especially considering past experience with the now-dissolved FAS Foundation, which fell short of hoped for fund-raising. A new non-profit foundation, Friends of Foothills Animal Shelter was formed in the late part of 2014 and has been working since then to build their foundation and donor involvement. In 2015, Friends of Foothills Animal Shelter provided pass through funds totaling $335,000 to FAS. Although there is insufficient historical data to make a reliable prediction of future pass through funds, it is anticipated as the foundation matures and grows, their contributions are likely to increase and will eventually be able to replace the additional assessments being required of participating jurisdictions.

Despite financial challenges of FAS, Staff believes that continued participation in a regional shelter approach makes practical and economic sense. Action on this item supports City Council's Strategic Plan goal of Excellence in City Services and Proactive Regional Collaboration.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 L

Agenda Memorandum

City Council Meeting
January 25, 2015

SUBJECT: Citywide Radio System Service and Maintenance Contract Payment

Prepared By: Russ Bowers, Communications Administrator
Mike Cressman, Deputy Chief of Police

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will best be served by authorizing payment of $148,500 to Airbus DS Communications for the 2016 annual service/maintenance contract payment on the Citywide Radio System equipment, plus a 10% contingency of $14,850 for any unanticipated expenditures with Airbus.

Summary Statement

- The City of Westminster's radio system serves the Police, Fire, Public Works and Utilities, and Parks, Recreation and Libraries Departments and is managed by the Police Department.

- In 2013, the City of Westminster replaced the Citywide Radio System with a P25 digital interoperable simulcast radio system (Citywide Radio System) with state-of-the-art technology that provides for enhanced radio coverage. Cassidian Communications was selected for the purchase, installation, and service/maintenance of the system. In August 2014, Cassidian Communications changed its name to Airbus DS Communications.

- The service/maintenance contract for the Citywide Radio System was previously with Frontier Communications, who is no longer in business. During the process of researching other certified service providers, the Police Department determined that in order to keep the software and hardware current and viable, the factory sole source service and maintenance was the only way to guarantee non-obsolescence over the life of the system.

- Staff is recommending that it is in the best interest of the City to continue the sole source service and maintenance contract with Airbus DS Communications and pay the annual service and maintenance payment for 2015. The Police Department is also including a 10% contingency amount of $14,850 for any unanticipated 2016 expenditures with Airbus DS Communications in 2016.

- Funds are specifically budgeted in the Police, Fire, Public Works and Utilities, and Parks, Recreation and Libraries Departments' 2015 budgets for this expenditure.

Expenditure Required: Not to Exceed $163,350

Source of Funds: 2015 General Fund operating budgets of the Police, Fire, Public Works and Utilities, and Parks, Recreation and Libraries Departments; and 2015 Utility fund operating budget of the Public Works and Utilities Department

Policy Issue

Should the City of Westminster pay the annual service and maintenance contract with Airbus DS Communications for the Citywide Radio System?

Alternative

Do not reauthorize the annual service/maintenance contract with Airbus DS Communications. Staff does not recommend this alternative because this action would leave the City without a radio system service/maintenance contract. This would endanger public safety and compromise the various City Departments' ability to communicate and provide emergency and non-emergency services effectively. Currently, Airbus DS Communications is the only fully authorized service and maintenance vendor in the Denver Metro area that is capable of maintaining an Airbus DS Communications radio system. If an unauthorized vendor were to service this system, it could void the warranty.

Background Information

For decades, the City of Westminster's radio system has functioned as the City's main communication backbone and provided emergency and non-emergency radio service to the Police, Fire, Public Works and Utilities, and Parks, Recreation and Libraries Departments, and facility locations throughout Westminster and beyond the City limits when mutual aid events occur. The system is in operation 24 hours per day, seven days per week, 365 days a year, and provides the critical link for public safety employees and other City employees to the Public Safety Dispatch Center and between each other while in the field.

Over the last several years, Frontier Communications provided the service and maintenance for the previous radio system and they were also sub-contracted by Cassidian Communications for installation of the new Citywide Radio P25 digital interoperable simulcast radio system in 2013. During that time, Frontier performed very well in both service and diagnostics and they were the only maintenance provider that was factory trained with the expertise, personnel, and all-weather fleet capability within the State of Colorado. Frontier was capable of servicing a system with the size and complexity of the City of Westminster's system, and they provided round the clock, year-round service. Unfortunately, Frontier Communications went out of business.

On January 28, 2013, City Council authorized the City Manager to execute a sole source Purchase and Sale Contract; and a system Service and Maintenance Contract with Cassidian Communications, who was selected for the purchase, installation and service/maintenance of the system. The contract stipulates payment in the first year following the warranty year and does not require contract renewal or Council approval each year for a minimum period of nine consecutive years. However, the annual payment for the service and maintenance is over $75,000 and therefore requires annual approval by City Council. The service/maintenance contract also guarantees a non-obsolescence contract over the life of the system. This is an important benefit for the City because it ensures that the software and hardware remain current and viable. The factory sole source service and maintenance was the only way to guarantee non-obsolescence would be included in the contract.

The Citywide Radio System project was completed and went live in December 2013. The system is state-of-the-art technology and provides enhanced radio coverage. In August 2014, Cassidian Communications changed its name to Airbus DS Communications. The current Citywide Radio System is a large and complex multi-site system that requires a service provider large enough to serve a combined 24-hour, seven day per week, public safety operation. The City recognizes the critical role that the radio system service and maintenance program plays. Other service providers were researched as to certifications, number of trained staff, fleet capabilities, and guaranteed response times. Based on the aforementioned criteria, none of the providers possessed the capabilities to service a system of this size, complexity, and critical nature with the exception of factory-authorized service from Airbus DS Communications.

The approval of the Service and Maintenance contract payment with Airbus DS Communications supports the City's Strategic Plan goal of Financially Sustainable Government Providing Excellence in City Services.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 M

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Police Department Payment to North Metro Task Force

Prepared By: Lee Birk, Chief of Police
Todd Reeves, Commander

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by approving the Police Department's cumulative expenditures in calendar year 2016 to the North Metro Task Force in an amount not to exceed $441,546.

Summary Statement

- The Westminster Municipal Code requires that all purchases/payments to a sole source vendor over $50,000 and total expenditures over $75,000 be approved by City Council. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases or payments of similar services from one vendor in a calendar year exceeds $50,000. Staff has identified North Metro Task Force (NMTF) as an entity that will have total cumulative expenditures exceeding $50,000 in 2016.
- A current Intergovernmental Agreement (IGA) establishes the NMTF as a separate legal entity operating as a drug task force.
- The NMTF operating budget relies on the annual contribution from its participating agencies as well as grants and other external revenue sources. As a participating agency under the IGA, the Police Department is obligated to provide a payment to the NMTF.
- As the Host Agency for NMTF, the City assumed the responsibility for the management of the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) grant. The City of Westminster was awarded the 2016 RMHDTA Grant on June 10, 2015 in the amount of $334,379, which will allow reimbursement for the purchase of equipment, overtime, investigative travel, personnel salary, equipment and other expenses for NMTF.
- The Police Department's total 2016 Fiscal Year (FY) obligation to NMTF as a participating entity is $107,167. The Police Department received an Edward Bryne Memorial Justice Assistance Grant (JAG) of $24,696 which will be applied to the $107,167 FY obligation, leaving a balance of $82,471. The total payment to NMTF is $441,546, which includes the City's obligation of $107,167 and the RMHIDTA grant of $334,379.

Expenditure Required: $441,546

Source of Funds: Police Department General Fund Operating Budget and RMHIDTA Grant

Policy Issue

Should Council authorize the Police Department's cumulative payment obligations, not to exceed $441,546 to the North Metro Task Force in 2016?

Alternative

City Council could decide not to approve the requested cumulative payments. However, this is not recommended because the City of Westminster is still obligated to pay their fiscal obligations to the NMTF and as the Host Agency to NMTF, the City assumed the responsibility for the management of the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) grant requiring reimbursement payments to NMTF. The NMTF continues to be a critical effort in combating illicit drug activity.

Background Information

The City of Westminster (including the Jefferson County portion of Westminster), along with Adams County, City and County of Broomfield, and the municipalities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and their respective Law Enforcement entities, participate in the NMTF. The NMTF's funding sources are through asset forfeiture, grant funding, and funding obligations from participating agencies. Westminster's contribution to the NMTF is budgeted in the Police Department's General Fund budget each year.

An annual contribution for the participating agencies with NMTF is based on population. The City of Westminster's (City) total obligation to NMTF for the 2016 FY is $107,167. The Police Department pursued and was awarded the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance for partial funding of the City's obligation to NMTF. The JAG grant award is $24,696. The purpose of JAG grants is to support all components of the criminal justice system, such as multi-jurisdictional drug task forces like the NMTF. The JAG grant assists to fund efforts to prevent or reduce crime and violence. The remaining obligation to NMTF for the 2016 FY of $82,471 is due prior to January 31, 2016. The funds for this payment are budgeted in the Police Department's 2016 General Fund Budget.

On October 1, 2014, the City became the Host Agency of NMTF. As Host Agency, the City is responsible for the administration of the NMTF program, which includes management of grants. The RMHIDTA Grant requires that the Host Agency of the NMTF apply for and administer the grant on behalf of NMTF. The RMHIDTA includes regions of Colorado, Montana, Utah and Wyoming. The 2016 RMHIDTA grant program will allow reimbursement for the purchase of equipment, overtime, investigative travel, personnel salary, equipment and other expenses for NMTF and does not require a local match and/or a cost share to receive funding. Without this grant funding, the participating agencies would be required to increase their annual "out-of-pocket" contribution for NMTF operations. The City was awarded the 2016 RMHIDTA Grant on June 10, 2015 in the amount of $334,379. Appropriation of the 2016 grant award to the 2016 General Fund budget was approved on second reading by City Council on December 28, 2015 (Agenda Item 8 G – Councillor's Bill No.58).

The total anticipated payments to NMTF for 2016 equal to $441,546, which includes the City's FY 2016 annual contribution of $107,167 and reimbursements under the RMHIDTA grant of $334,379.

Council's approval to authorize this payment supports and assists in the City's Strategic Plan goals of Visionary Leadership, Effective Governance and Proactive Regional Collaboration and Financially Sustainable Government Providing Excellence in City Services.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 N

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Wastewater Collection System Improvements Cured-In-Place Pipe Lining Project Construction Contract Amendment

Prepared By: Andy Walsh, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract amendment that approves the third year of a three-year renewable contract with Layne Inliner LLC for wastewater collection system pipelining in the amount of $623,347 plus a contingency of $75,000 for a total expenditure of $698,347.

Summary Statement

- The City owns and maintains approximately 400 miles of wastewater collection pipelines. These pipelines transport wastewater for subsequent treatment to either the City-owned Big Dry Creek Wastewater Treatment Facility or the Metro Wastewater Reclamation District.
- The City has a comprehensive sewer pipeline inspection program that involves detailed video inspections of every sewer in the City on a three-year rotational cycle. At the end of each year of inspection, Staff identifies pipelines that exhibit the most serious deterioration and are the highest priority for repairs.
- Many of the pipelines identified can be cost-effectively repaired using trenchless technologies that are minimally disruptive to residents and traffic. This project includes the lining of approximately 3.5 miles of 8- to 18-inch diameter sewer pipelines throughout the City.
- City Council approved a three-year renewable contract with Layne Inliner LLC (Layne) following a competitive process in 2014, and Layne performed improvements in 2014 and 2015.
- Staff recommends that City Council approves the third year of a 3-year renewable contract with Layne. Their pricing is competitive and locked-in according to the City's base contract, and it is Staff's assessment that their performance is high quality.
- This project will begin in early 2016, with completion anticipated by the end of 2016.
- Adequate funds were budgeted and are available for this project.

Expenditure Required: $698,347

Source of Funds: Utility Capital Improvement Fund – Sanitary Sewer Line Rehabilitation Project

Policy Issue

Should City Council approve the third year of a three-year renewable contract with Layne Inliner, LLC (Layne) to rehabilitate a portion of the City's deteriorated sanitary sewer pipelines?

Alternatives

1. City Council could choose to delay the Wastewater Collection System Improvements Cured-In-Place Pipe (CIPP) Lining Project Construction Contract Amendment. This is not recommended as the City would risk additional sanitary sewer pipeline deterioration that could result in possible failures and impacts to customers' sewer service.
2. City Council could choose to rebid the project. In 2014, the City received competitive bids from qualified sewer rehabilitation companies in the area. This contract contemplated a three-year renewal period. Layne's pricing remains competitive, and the pricing is locked-in with the base contract. Their work has been successful and high quality. Staff recommend proceeding with the amendment.

Background Information

The City's wastewater collection system consists of approximately 400 miles of pipeline, which transport wastewater to the Big Dry Creek Wastewater Treatment Facility or the Metro Wastewater Reclamation District treatment facilities. These pipelines deteriorate over time due to a variety of factors including age, root intrusion, and corrosive soils or the presence of hydrogen sulfide gas. This damage must eventually be repaired to prevent sewer backups, environmental spills, or other types of service interruptions.

The City has a comprehensive sewer pipeline inspection program involving detailed video inspections of every sewer in the City on a three-year rotational cycle. As part of this process Staff uses a national numerical ranking system to identify pipelines that are the highest priority for repairs. The most severely deteriorated pipelines are then selected for rehabilitation. In many cases, the required pipe rehabilitation can be accomplished through a trenchless technology known as Cured-In-Place Pipe (CIPP). This method involves creating a new pipe inside of the old pipe and precludes digging up or "trenching" the road to access those pipelines. This rehabilitation process is very cost-competitive, highly reliable, and minimally disruptive to residents and traffic. The Wastewater Collection System Improvements CIPP Lining Project Construction Contract Amendment will repair approximately 3.5 miles of 8- to 18-inch diameter pipelines around the City in 2016.

A base contract was competitively bid in 2014 and contemplated a three-year renewal clause. Layne was selected as the most responsive and responsible bidder for the first two budget years (2014 and 2015) of the three-year renewable contract, and work was subsequently completed in those years.

City Staff has been satisfied with the quality of Layne's work, and their pricing remains competitive according to the base contract. Staff is now seeking City Council's approval for a contract amendment with Layne for the third budget year of the three-year renewable contract. The project will commence in early 2016, and Staff anticipates project completion by the end of 2016. A project map illustrating the specific areas of trenchless rehabilitation to be completed with this project is attached. The project involves many sites throughout the City. To help manage the complexity of this multi-site project, Staff recommends providing a $75,000 (roughly 12%) construction contingency.

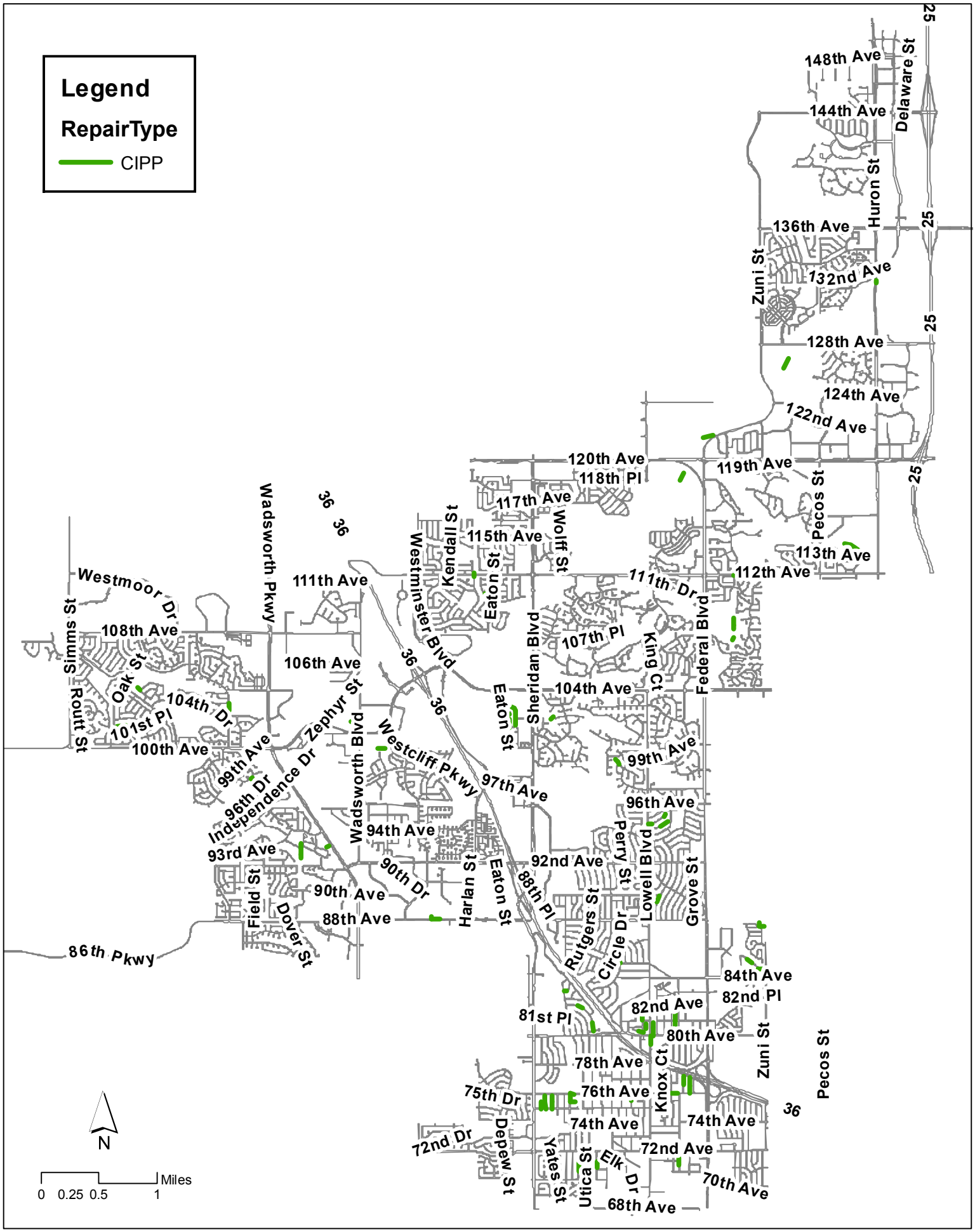
This project helps achieve the City Council's Strategic Plan Goals of "Beautiful, Desirable, Safe and Environmentally Responsible City," and "Financially Sustainable Government Providing Excellence in

City Services," by contributing to the objectives of well-maintained City infrastructure and facilities and maintaining safe and effective service to City customers.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment; Map – 2016 Collection System CIPP Lining Project



2016 Collection System CIPP Lining Project

WESTMINSTER

Agenda Item 8 O-P

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: West Side Pump Stations Improvements Engineering Design Contract

Prepared By: Kent W. Brugler, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

1. Authorize the City Manager to execute a contract with Burns & McDonnell Engineering Company, Inc., in the amount of $820,498 for engineering services related to the West Side Pump Stations Improvements Project, plus a contingency of $82,050 for a total authorized expenditure of $902,548.
2. Authorize combining the Zone 5 Pump Station Repair and Replacement capital project account and the Countryside Tank and Pump Station Repair and Replacement capital project account into a new 2016 Westside Pump Stations Improvements capital project account to provide a total funding amount of $3 million through 2016.

Summary Statement

- The City operates several potable water pump stations that are used to meet potable water demands and to provide fire flow service during emergencies. Regular repairs are required in order to maintain safe operations and high-quality potable water service to City customers.
- This project improves the Zone 5 Pump Station and the Countryside Pump Station. Jointly, these pump stations serve customers west of Wadsworth Boulevard between 88th Avenue and Westmoor Drive. Work at the Zone 5 pump station involves repair and replacement (R&R) primarily due to equipment age and maintenance history. Work at the Countryside Pump Station site involves a complete pump station replacement and scheduled repairs to the existing concrete water storage tank. The work is required based on age and condition, performance reliability, and access and site safety for Utility Operations Staff.
- Staff prepared and distributed a Request for Proposals to seven qualified engineering firms, and received one proposal from Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell). Although there was only one responding proposal, Staff believes Burns & McDonnell provided a comprehensive proposal with competitive engineering fees and is seeking City Council approval of the contract for engineering design.
- Design and construction completion of the Zone 5 pump station improvements is expected within the calendar year 2016. The Countryside Tank and Pump Station improvements are scheduled for 2016 design and 2017 construction.
- This work was previously approved by City Council as part of the 2015/2016 budget. Staff recommends consolidating the two separate pump station capital projects into one to reduce overall project costs, streamline Staff resources, and ensure consistency in construction.

Expenditure Required: $902,548

Source of Funds: Utility Capital Improvement Fund: Zone 5 Pump Station R&R; Countryside Pump Station/Tank R&R

Policy Issues

1. Should City Council authorize a contract with Burns & McDonnell for the design of improvements to the West Side Pump Stations, including the Zone 5 Pump Station and the Countryside Tank and Pump Station?
2. Should City Council authorize the combination of previously approved capital project budgets into the Westside Pump Stations Improvements Project?

Alternatives

1. City Council could decline approval of the contract and place the project on hold. However, Staff recommends proceeding with the project to ensure the reliable delivery of potable water to the City's customers west of Wadsworth Boulevard and north of 88th Avenue.
2. City Council could decline the approval of this contract and request Staff to re-solicit proposals for the project. Staff does not recommend this alternative as Burns & McDonnell submitted a strong proposal with a cost-effective approach and rates that match other recent contracts with the City. They are a reputable firm and are currently successfully performing similar engineering services for the City on other projects. Re-soliciting proposals is not likely to provide more proposals, higher quality proposals, or lower fees.

Background Information

The City operates several potable water pump stations that are used to meet potable water demands and to provide fire flow service during emergencies. Repairs are required on a regular basis in order to maintain safe operations and high-quality potable water service to City customers. This project focuses on major repair and replacement for two pump stations that jointly serve the western areas of the City west of Wadsworth Boulevard and generally between 88th Avenue and Westmoor Drive. Including about a dozen subdivisions such as Countryside and Standley Lake, these areas are generically referred to as Pressure Zones 4 and 5 and are served by the Zone 5 Pump Station and the Countryside Pump Station (and Tank). This project includes scheduled repairs to the Countryside three million gallon concrete storage tank and minor instrumentation repairs to the Standley Lake Raw Water Pump Station.

The Zone 5 Pump Station was constructed in 1998. Repairs are necessary primarily due to age, condition, and maintenance history. Highlighting the timing and need for this project is the fact that over the past 18 months, several key pieces of equipment have reached the end of their useful life and no longer have reliable operations. These repairs must precede work at the Countryside site to maintain potable water system performance and fire flow redundancy and, therefore, will be constructed first. Miscellaneous and relatively minor instrumentation repairs to the Standley Lake Pump Station are included because the nature of the work is the same as work components for the Zone 5 Pump Station.

The existing Countryside pump station was constructed in 1983 and has reached the end of its useful life. Equipment is in poor condition and safety at the site is a concern because the entire pump station is underground, making access and operations and maintenance activities difficult. In addition, groundwater infiltration has created electrical equipment hazards. Needed repairs and safety/code compliance improvements for the pump station are so extensive that a new, more accessible pump station is necessary.

The Countryside water storage tank is an essential component of the City's potable water system and helps meet short-term periods of high consumer demand, emergency storage in the event of a widespread interruption of water supply, and fire flow storage. Inspections of the City's Countryside water storage tank identified the need for several improvements to extend the life of the tank. Repairs to the tank are required to maintain its structural integrity, compliance with safe drinking water regulations, and improvements to tank safety for maintenance personnel. This is a concrete tank and the project consists of repairs to the concrete, replacement of some interior roof columns, recoating of the exterior and interior, modifications to the over-flow piping, and enhancements to tank access and safety. This tank project is a high priority for the City's tank repairs program, and its timing is key to allow the overall tanks program

to remain on the City's targeted schedule. It is included in the same project as the Countryside Pump Station work because the tank must be temporarily taken out of service and drained to facilitate a new piping connection for the pump station. Completing this work concurrently with the pump station construction will be most efficient and cause less disruption to the reliable delivery of water to customers in this pressure zone.

Staff sent a Request for Proposals (RFP) to seven engineering firms that specialize in water distribution and pump station work. One proposal was received on December 10, 2015, from Burns & McDonnell. There were various reasons cited from the companies that chose not to respond to the solicitation including 1) inadequate staff available to meet the project demands and schedule, 2) concern regarding the experience of the staff who were available at this time, 3) concern about the ability to be competitive relative to the other firms solicited by the City, and 4) competition with larger, more profitable projects with other agencies in the Front Range.

It is Staff's assessment that awarding the contract to Burns & McDonnell is in the best interest of the City based on this firm's cost-competitive response to the following criteria as outlined in the RFP:

- Response to the requirements in the RFP and an approach that clearly indicates the understanding of the project scope and the City's goals and expectations.
- Recent and relevant project experience for work of similar size, scope, complexity, and positive reference feedback on past project performance. Burns & McDonnel is currently successfully assisting the City with several water pump station improvement projects, including the 2015 Pump Station Improvements and Pressure Zone 3 Expansion Project.
- Consulting firm's reputation with the City and familiarity with City codes, policy, procedures, and regulations.
- Experience, availability, and office location of each of the members of the team and their qualifications.
- Total level of effort and fee relative to the proposed approach.
- Project schedule that demonstrates a clear understanding of the project and allows the required City review of project deliverables.

Following receipt of their proposal, Staff met Burns & McDonnell to review some value-added concepts they presented in their proposal, and to confirm the level of effort anticipated for several of the tasks outlined in the RFP. Based on this discussion, Staff requested minor adjustments (i.e. $34,000) to the final scope of work and fee to include effort for a system pressure surge analysis and the evaluation of alternatives for extending the City's fiber optic communication network to the Countryside site. <u>It is Staff's assessment that the overall scope of work and fee is in the best interest of the City and will provide excellent value to the City</u>. The proposed fee was less than was originally estimated and budgeted by the City, which supports it being cost-competitive, and the hourly rates submitted are consistent with other recent projects. The approach proposed by Burns & McDonnell leverages data collected from recent work on other City projects and streamlines requirements across these same projects to save the City money. Staff recommends Burns & McDonnell be awarded the design contract for a fee of $820,498, along with the authorization of a 10% contingency of $82,050. The total requested expenditure is $902,548. Construction phase services will be negotiated following successful completion of the design phase and presented to City Council at a later date for approval.

Funds to initiate the project were approved by City Council in the Adopted 2015/2016 Budget and were appropriated into two project accounts. Staff requests the consolidation of the Zone 5 Pump Station Repair and Replacement capital project account and the Countryside Pump Station/Tank Repair and Replacement capital project account into a new 2016 Westside Pump Stations Improvements Project account to simplify project accounting, increase the efficiency of Staff resources, and facilitate sequencing and site safety during construction. Current funds are sufficient to complete the design for both pump stations and the construction of the Zone 5 Pump Station. As shown in the 5-year CIP adopted by City Council, the Countryside Pump Station construction is anticipated to cost $7 million in 2017. All costs included, the Westside Pump Stations Improvements Project is estimated at $10 million.

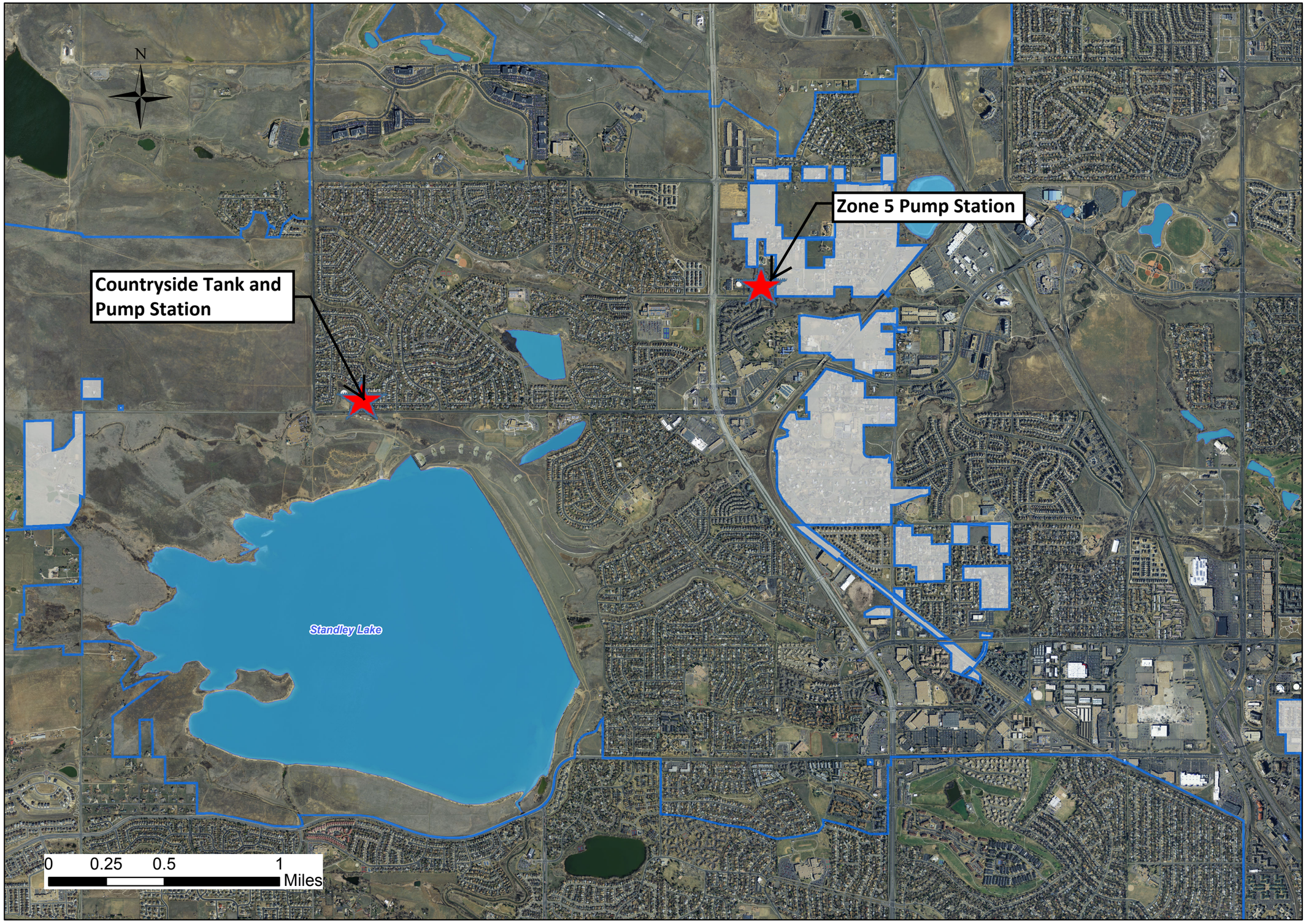
The West Side Pump Stations Improvements Project helps achieve City Council's Strategic Plan Goals of "Beautiful, Desirable, Safe and Environmentally Responsible City" and "Financially Sustainable Government Providing Excellence in City Services" by contributing to the objectives of investing in safe, well-maintained, and sustainable City infrastructure and facilities.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: West Side Pump Stations Improvements Project Map

West Side Pump Stations Improvements Project



WESTMINSTER

Agenda Item 8 Q

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Second Reading of Councillor's Bill No. 1 Budget Supplemental Appropriation for Certificates of Participation, Series 2015 (Downtown Westminster Project) and Special Purpose Sales and Use Tax Refunding Bonds, (POST Project) Series 2015

Prepared By: Tammy Hitchens, Finance Director
Rachel Price, Financial Analyst

Recommended City Council Action:

Pass Councillors Bill No. 1 on second reading appropriating $2,766,644 in the General Capital Improvement Fund for the 2015 Certificates of Participation proceeds and $670,475 in the Parks, Open Space and Trail Fund for the 2015 POST Refunding Bonds.

Summary Statement

- On June 22, 2015, Council approved the issuance and appropriation of $40 million in par of Certificates of Participation to finance the Westminster Downtown project. $30 million of Series A Certificates were issued tax-exempt. $10 million of Series B Certificates were issued taxable. On July 30, 2015, the Series A certificates priced with a net premium of $2,766,644.
- On December 1, 2015, Council approved the issuance and appropriation of up to $20,000,000 in Revenue Refunding Bonds for the POST 2007 D. On December 17, the $18,500,000 of bonds were refunded and priced with a premium of $2,170,475.

- City Council action is requested to pass the attached Councillors Bill on second reading.

- This Councillor's Bill was passed on first reading on January 11, 2016.

Expenditure Required: $3,437,119

Source of Funds: Financing premiums from COP and Bond issuances in 2015.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3816** COUNCILLOR'S BILL NO. **1**

SERIES OF 2016 INTRODUCED BY COUNCILLORS
Bird - Baker

A BILL FOR AN ORDINANCE AMENDING THE 2015 BUDGETS OF THE GENERAL CAPITAL IMPROVEMENT AND PARKS OPEN SPACE AND TRAILS FUNDS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General Capital Improvement and Parks, Open Space, and Trails Funds, initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by $3,437,119. This appropriation is due to the receipt of funds from issuance of the 2015 Certificates of Participation and 2015 Special Purpose Sales and Use Tax Refunding (POST) Bonds.

Section 2. The $3,437,119 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 A dated January 11, 2016 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

Parks, Open Space, and Trails Fund	$670,475
General Capital Improvement Fund	2,766,644
Total	$3,437,119

Section 3 – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 4. This ordinance shall take effect upon its passage after the second reading.

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 11th day of January, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of January, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 10 A - D

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Public Hearing and Councillor's Bill No. 2 on the Alto project, a rezoning from C-1 and R-4 to the Planned Unit Development zone, a Preliminary Development Plan, and an Official Development Plan

Prepared By: Michelle Stephens, AICP, Senior Planner

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 2 on first reading to rezone from the C-1 and R-4 zoning districts to Planned Unit Development (PUD) zone for 1.613 acres of property based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.
3. Approve the Alto - Preliminary Development Plan (PDP) based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
4. Approve the Alto - Official Development Plan (ODP) based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met.

Summary Statement

- The Alto project includes 1.613 acres of property located north of 71st Avenue, west of Federal Boulevard, and east of Grove Street.
- The property is currently zoned PUD, R-4, and C-1. One building, currently used by Center for Career and Community Enrichment, known as 3CE, will be demolished and a home will be relocated as part of this project. Previously the Arrow Motel occupied the southern portion of the site and was demolished in 2008 by the City of Westminster in coordination with the Adams County Housing Authority.
- The applicant, Adams County Housing Authority (ACHA), participated with the City of Westminster as part of a Denver Regional Council of Governments (DRCOG) Sustainable Communities Initiative (SCI) grant in 2014 to master plan several of ACHA's properties in the Westminster Station Area. The City and ACHA received an award for livability for the master plan from DRCOG in 2015.
- A rezone to Planned Unit Development (PUD) and approval of the Preliminary Development Plan (PDP) will promote the redevelopment of the Station Area neighborhood.
- The Official Development Plan (ODP) allows for the construction of 70 multi-family units, over 18,000 square feet of commercial space, and 123 parking stalls.
- The Alto project will provide high-quality, transit-oriented, affordable housing that will act as a catalyst for revitalization of the neighborhood.

Expenditure Required: $0

Source of Funds: N/A

Planning Commission Recommendation
The Planning Commission reviewed this proposal on December 22, 2015, and voted unanimously (7-0) to recommend the City Council approve the proposed Alto Preliminary Development Plan (PDP), Official Development Plan (ODP) and rezone based on the findings that that the criteria set forth in Sections 11-5-3, 11-5-14 and 11-5-15 of the Westminster Municipal Code have been met. There was no public comment and no discussion by the Planning Commission.

Policy Issues
1. Should the City approve a rezone from C-1 and R-4 to PUD?
2. Should the City approve the Alto - Preliminary Development Plan?
3. Should the City approve the Alto - Official Development Plan?

Alternatives
1. Deny the proposed rezone from C-1 and R-4 to PUD.
   This alternative is not recommended. The PUD District is intended to provide the means and the guidelines through which tracts of land are developed through an overall development plan that integrates the land uses and site considerations for the land as a unit (WMC 11-4-7-B). The rezone from C-1 and R-4 to PUD is in compliance with the criteria outlined in WMC 11-5-3.

2. Deny the Alto Preliminary Development Plan (PDP).
   This alternative is not recommended as staff believes that the PDP is in compliance with the criteria set forth in Section 11-5-14 of the WMC. Additionally, the PDP provides a clear framework for the redevelopment of this property that is consistent with the City's vision for the Westminster Station Area.

3. Deny the Alto Official Development Plan (ODP).
   This alternative is not recommended as staff believes that the ODP meets the criteria set forth in Section 11-5-15 of the WMC. The Alto ODP provides for the redevelopment of the ACHA property into a high-quality, transit-oriented, mixed-use building that is consistent with the vision for the Westminster Station Area outlined in the Focus Areas chapter of the City's Comprehensive Plan.

4. Approve the Alto PDP and ODP with conditions.
   Components of the PDP and/or ODP can be amended if City Council considers elements require refining. This alternative is not recommended as staff has worked closely with the applicant to design a project that satisfies the requirements of the WMC and Design Guidelines and is consistent with the Comprehensive Plan.

Background Information
Nature of Request
The owner of the Alto property, Adams County Housing Authority (ACHA), has requested the review and approval of a rezone to PUD, Preliminary Development Plan (PDP) and Official Development Plan (ODP) of 1.613 acres of property as the first step in a multi-part revitalization strategy for the five properties (6.48 acres) that ACHA owns within the Westminster Station Area.

The southern portion of the Alto site was formerly the site of the Arrow Motel, which was demolished in 2008. Currently, a non-profit, the Center for Career and Community Enrichment, known as 3CE, occupies a small portion of the site. This building will be demolished as part of the Alto project, and 3CE will relocate temporarily off site during the construction of the Alto building. 3CE will be brought back to the site post construction and will office out of the Alto building. Additionally, a vacant home located at 7140 Grove Street is in the process of being relocated. The home was purchased by ACHA in 2009 out of foreclosure.

A rezone from C-1 and R-4 to PUD is necessary for the redevelopment of the site as these zones do not allow the type of transit-oriented mixed-use development proposed by ACHA. Per Westminster Municipal Code (WMC) 11-5-4-A, an application for a rezone to PUD must be accompanied by a request

for approval of a PDP. The PDP defines the land uses, building height, and setbacks necessary to guide future development approvals.

The proposed Alto ODP provides for the development of a 104,350 square foot mixed-use (residential above commercial) building. The lower portions of the building, approximately 18,750 square feet are commercial and the remainder of the building, approximately 85,600 square feet are residential. The building varies in height from five-stories at the corner of Federal Boulevard and 71st Avenue to two-stories at the northwest corner of the site along Grove Street. Two levels of parking, one accessed from the proposed Craft Way extension (north side of the property) and the other accessed from 71st Avenue (south side of the property). No vehicle connection is proposed between the two parking levels; however, there will be a pedestrian connection between the two levels.

Location

The 1.613 acre site is located west of Federal Boulevard, east of Grove Street, and north of 71st Avenue (Attachment A). ACHA owns several other properties within the Westminster Station Area, which are also identified on the vicinity map.

Rezone

The site is currently zoned PUD, C-1 and R-4, while the Comprehensive Plan designates the property as Mixed-Use Center. The rezone to PUD for the entire site is necessary for the redevelopment of the site into a transit-oriented mixed-use building which is encouraged and allowed by the City's PUD zone (WMC 11-4-7-B), but not provided by the Euclidian zoning districts (C-1 and R-4), which require minimum 25-foot setbacks and prohibit the vertical integration of uses (i.e. mixed-use building). The standards for review and approval of the proposed rezone are described below.

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- Published Notice: Notice of public hearings scheduled before City Council shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on January 14, 2016.

- Property Posting: Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on January 14, 2016.

- Written Notice: At least 4 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner's associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on January 8, 2016.

Property Owner

Adams County Housing Authority
Donald May
7190 Colorado Boulevard
Commerce City, CO 80022

Property Developer

Gorman and Company, Inc.
Kimball Crangle
1060 Bannock Street
Denver, CO 80204

Applicant

Wendi Birchler
Norris Design
1101 Bannock St.
Denver, CO 80204

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	Comprehensive Plan Land Use Designation	Current Use
North: City Inn Motel	PUD	Mixed-Use Center	Motel
West: Terrace Gardens	R-4	Mixed-Use Center	Multi-Family Residential
South:	C-1	Mixed-Use Center	Tire Store / Commercial
East:	M-1	TMUND	Undeveloped

Project Information

The PDP sets the development framework for the entire 1.613 acre site and the ODP includes the development details for the site. A few examples of how the Alto proposal complies with the City's land development regulations and guidelines as well as the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached) are included below.

- Comprehensive Plan Land Use & Focus Area Designations

  The Comprehensive Plan designates the Alto site as "Mixed-Use Center." The Mixed Use Center land use designation:

  > *…establishes key activity centers in the city, typically to be located with access to transit. Uses may include a mix of residential, retail, office and hotel uses. Along pedestrian-oriented street frontages, ground floor uses should be active, such as retail stores, restaurants and cafes. A vertical mix of uses is encouraged with retail at the ground level and office, hotel and/or residential on upper floors. Parking is strongly encouraged to be structured or below grade, with minimal surface parking—which should be located away from public view. Auto-oriented uses and new standalone uses with drive-throughs are not permitted.* (City of Westminster Comprehensive Plan)

  The minimum Floor Are Ratio (FAR) is 0.75 and the maximum FAR is 2.0, while the minimum residential density is 18 dwelling units/acre. FAR is calculated by dividing the total building area by the total site area and density is calculated by dividing the number of units by the total site area. The proposed project complies with both the intent and development characteristics identified in the Comprehensive Plan for properties with the Mixed-Use Center designation. The proposed FAR for the Alto project is 1.48 the proposed residential density is approximately 43 units per acre.

- Site Design

  The Alto site has been envisioned from the beginning as a transit-oriented mixed-use development. Therefore all elements of the site encourage walking, cycling, and transit ridership. The u-shaped building is oriented toward the street with minimal setbacks along Federal Boulevard, Grove Street, and 71st Avenue. Two levels of parking are located internal to the site and screened by the building from the adjacent streets. The upper level parking deck will be visible from the extension of Craft Way and the City Inn motel to the north; however, the parking area is set back 50 feet from the Craft Way right-of-way.

  In addition to the building and parking orientation, the project includes streetscape enhancements and an active amenity area for residents. The amenity area is located at the northwest corner of the site, in the lowest intensity area (future intersection of Grove Street and Craft Way).

- Circulation and Transportation

  Though not yet adopted, the initial drafts of the *Station Area Specific Plan* being prepared by city staff include an east/west street connection between Federal Boulevard and Grove Street at approximately Craft Way. The Craft Way extension will increase the porosity of the Station Area and facilitate pedestrian access to transit. Staff has worked with ACHA to receive the necessary land dedication for the extension of this road as part of this project. Additionally, staff is coordinating with the owner of the City Inn and beginning the design work necessary for construction of the western portion of the Craft Way extension. Craft Way is anticipated to be constructed in two phases

(see Attachment D). The first phase will include the western portion of the Craft Way extension adjacent to the ACHA project. Construction of this phase will be coordinated with the ACHA development to ensure access to the project is available concurrent with the issuance of the Certificate of Occupancy. The second phase would include the eastern portion of the extension to Federal Boulevard. Staff has no anticipated construction date for the construction of phase two of the Craft Way extension; however, its construction will be included in future CIP budgeting for the implementation of the future *Station Area Specific Plan*.

Vehicle access to the site will be from the extension of Craft Way (north) and from 71st Avenue (south). The Craft Way entrance will access the upper parking deck and the 71st Avenue, entrance will access the lower deck. There is no vehicle circulation between the parking decks; however, there is pedestrian circulation between the decks.

In addition to the future commuter rail service to/from Union Station that will be provided by Westminster Station, the site is within ¼ mile of several existing bus lines including Route 31 and Route 72. Route 31 provides a link to the Sheridan Station Park n' Ride and Route 72 provides east/west access along 72 Avenue. Staff are continuing to work with RTD to increase ridership and to enhance the service to/from the Westminster Station.

- Landscape Design
  Limited landscape is proposed with the project as landscaping is focused in the building set back areas and in the 4,052 sq. ft. amenity area. The amenity area is well programed and proposed with an interactive magnet wall (see ODP sheet 15), community garden planter, small climbing wall, log steppers, and an arbor. All of these elements combine to create a special place for the residents of the development to meet and interact.

  The site's urban character is reflected in the proposed streetscape designs that respond to the ground floor uses proposed in the building. Along Federal Boulevard a detached sidewalk and street trees are proposed to soften the edge and enhance the pedestrian experience to encourage transit ridership of the bus lines along Federal Boulevard. The streetscape along 71st Avenue responds to the building openings and storefront and provides a traditional commercial streetscape complete with tree planters and bike parking. The frontage along Grove Street has a residential character, complete with balconies that will overlook the future redevelopment of the Terrace Gardens site to the west.

- Parking
  As this project is both an affordable housing and transit-oriented development, as well as a mixed-use project, the applicant has proposed a reduction from the parking requirements found in section 11-7-4-B of the WMC from 169 onsite stalls to 123 onsite parking stalls. This represents a reduction of 27%. Staff is supportive of this reduction based on the justification provided by the applicant that included benchmarks of similar affordable housing and transit oriented developments. Additionally, the WMC requirement of 169 parking stalls assumes that no sharing of parking stalls would occur between the residential and commercial uses, which is not the case with this development. The logic behind the reduction of parking based on a shared parking arrangement is outlined on the first sheet of the ODP and includes assumptions about the usage of the stalls by both the residential and office occupants throughout the day, including weekday and weekend assumptions. The proposed logic is similar to mixed-use reductions codified by communities such as Fort Collins. Staff is also supportive of this reduction to the project's proximity to convenient transit, which may also reduce residents' reliance on vehicles.

  Of the 123 onsite parking stalls, 46 parking spaces are proposed on the upper parking deck and 77 parking stalls are proposed on the lower deck. Additionally, 48 secure bike parking spaces have been provided. 40 of these are located inside the building.

  Although no onsite guest parking has been included, there will be 12 on-street parking stalls along Grove Street, and 71st Avenue created by the streetscapes included in this project. The Westminster

Station parking garage will also be available for guest parking and is located less than ¼ mile from the Alto site.

- School Land Dedication
  The City Code (11-6-8-F) requires a dedication of school land or cash-in-lieu of land. For this site, the City has determined that a land dedication would not serve the public interest. Therefore, a fee in lieu of the land dedication is required. The cash-in-lieu fee is a fixed amount based on the type of unit and is due at the time of final plat. For 70 multi-family dwellings a fee of $112 per dwelling totals $7,840. This amount may change prior to the completion of this project as the school fee is adjusted annually.

- Public Land Dedication
  Due to the size of the development parcel and the amount of units proposed on the site a fee-in-lieu for the Public Land Dedication (PLD) is required for the development. The WMC. §11-6-8-B identifies the formula for the calculation of PLD and, if necessary, the fee-in-lieu. The required land dedication of 1.68 acres combined with fair market value of $14.78/sq. ft. for this site would result in a total PLD of $1.23 Million, thus making the project infeasible, according to the applicant. As this project is seen as a catalytic project for the Station Area TOD and provides affordable housing, staff is supportive of reducing the PLD fee-in-lieu to $3/s.f., thus reducing the overall PLD to $219,542.

- Park Development Fee
  The WMC §11-6-8-C requires a Park Development Fee prior to issuance of a Certificate of Occupancy for the first unit in any building. For 70 units the total fee of $86,380 is due to the City ($1,234/unit). This fee amount may change prior to completion of this project as the park development fee is adjusted annually in accordance with the Consumer Price Index (CPI) as established for the Denver Metropolitan Area.

- Architecture/Building Materials
  The proposed mixed-use building has a contemporary design and utilizes a variety of high-quality materials including masonry veneer, stucco, a fiber cement cladding system and metal panels. The HVAC system is screened by a meal louver system that is integrated into the architecture. Color elevations are provided in Attachment F.

  The southeast corner of the site (71st Avenue and Federal Boulevard) is designed with five stories (three stories of residential above two stories of commercial) that creates a physical presence and entrance to the Station Area. A commercial ground floor with multiple entrances faces 71st Avenue. As the building turns the corner on Grove Street, the commercial ground floor is replaced with residential uses. The residential use along Grove Street will complement the future redevelopment of Terrace Gardens. The northwest corner of the site is consistent with the residential character of the neighborhood and is only 2-stories high.

- Signage
  No signage is included in the ODP. All future signage will meet the sign size and location requirements of WMC 11-11.

- Lighting
  Per the ODP all site lighting will be directed downward and there will be no off-site glare allowed. Architectural up-lighting is proposed along Federal Boulevard, which will add additional interest to the streetscape. Additionally the parking area and amenity areas of the project will be well-lit.

- Public Art
  The public art dedication for this project has not been determined; however, it will be located within the amenity area at the northwest corner of the site.

<u>Westminster Municipal Code Requirements</u>

The following information provided complies with the City's land development regulations and design guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached). Staff is of the opinion that the approval of the proposed Alto PDP and ODP satisfy all of the following criteria.

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, **PRELIMINARY DEVELOPMENT PLANS** AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS:

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. *The Planned Unit Development (PUD) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.* Staff believes that the proposed mixed-use development is in conformance with the Mixed Use Center designation of the Comprehensive Plan. The proposed Floor Area Ratio (FAR) is 1.48. The Comprehensive Plan requires a FAR of 0.75 to 2.0 for mixed use projects within the Mixed Use Center land use designation. Additionally, the Comprehensive Plan requires a minimum 18 dwelling units per acre. The Alto project is proposing a residential density of approximately 43 units per acre. Staff believes that the land uses proposed by this project are in conformance with the City's Comprehensive Plan land use designation, and all City Codes, ordinances and policies
2. *The PUD exhibits the application of sound, creative, innovative, and efficient planning principles.* The PUD includes criteria for development of the site that include building height, setbacks, and landscape buffers that are consistent with the Station Area Focus Area of the Comprehensive Plan.
3. *Any exceptions from standard Code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.*
   Projects within the Station Area will be reviewed utilizing the *Station Area Specific Plan* in the future*;* however, the Specific Plan for the Station Area has not been adopted. The Alto project is the first large-scale redevelopment project within the Westminster Station Area. The PDP meets the design vision of the Station Area and staff believes the project complies with this criterion.
4. *The PUD is compatible and harmonious with existing public and private development in the surrounding area.*
   Staff believes that the proposed project is compatible and harmonious with existing development and future redevelopment in the surrounding area. The proposed setbacks create an urban edge for this gateway corner while also responding to the adjacent residential neighborhood.
5. *The PUD provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.*
   Noise from Federal Boulevard and the railroad were considered potential impacts to this development. The applicant has submitted an acoustic report dated November 4th, 2015, by Geiler & Associates, that demonstrates the proposed wall and window assemblies exceed the required sound attenuation to meet the U.S. Department of Housing and Urban Development's (HUD) design requirement. Staff believes that this criterion has been met.
6. *The PDP has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.*
   No adverse impacts are anticipated as the proposed PUD is consistent with the Comprehensive Plan. The site design responds to adjacent uses of differing intensities.
7. *Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions, and in a manner that creates minimum hazards for vehicles and pedestrian traffic.*
   No changes to existing accesses, drive aisles, or parking are proposed as part of the PDP and instead are included in the Alto ODP. Changes to the site circulation, including existing access

closure on Federal Boulevard are included and evaluated with the ODP. Staff believes the PDP meets this criterion.

8. *The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.*
   Right-of-way will be dedicated along Federal Boulevard to allow for the construction of a detached sidewalk. Right of way is also being dedicated for the extension of Craft Way (Phase 1) and for streetscape widening and enhancements along 71st Avenue and Grove Street. These dedications are identified in the ODP.
9. *Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.*
   The project is in compliance with this criterion. Significant public investment is being made within the Station Area to ensure adequate storm drainage.
10. *Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in Section 11-5-15, W.M.C.*
    The PDP includes clear performance standards related to building height, setbacks, and land use, which will guide all future project design.
11. *The applicant is not in default or does not have any outstanding obligations to the City.*
    The applicant is in compliance with this criterion.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

11-5-15: STANDARDS FOR APPROVAL OF **OFFICIAL DEVELOPMENT PLANS** AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. *The plan is in conformance with all City Codes, ordinances, and policies.*
   The proposed ODP is in conformance with all setbacks, height, and buffering requirements identified in the PDP. Additionally, the proposed land uses, density and FAR are consistent with the Comprehensive Plan. Staff believes the project meets this criterion.
2. *The plan is in conformance with an approved Preliminary Development Plan (PDP) or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).*
   The plan is in compliance with the proposed PDP being processed concurrently with this ODP.
3. *The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.*
   Staff believes that the overall site design provides innovative solutions to address the grade on the site while maximizing parking opportunities and long views to Downtown Denver and the mountains. By locating the building as close as eighteen feet to the Federal Boulevard curb a truly urban edge is created for this important gateway into the Station Area.
4. *For Planned Unit Developments, any exceptions from standard Code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.*
   As described above, future projects in the Station Area will be reviewed against the *Station Area Specific Plan* standards, which has not yet been adopted. Until the adoption of the Specific Plan, projects in the Station Area are reviewed utilizing the Comprehensive Plan and best planning practice. The Alto project meets all site, form, and height concepts discussed in the visioning process for the TOD area. A parking reduction of approximately 27% is proposed on the ODP due to the mixed-use transit-oriented nature of this affordable housing development. This modification is clearly noted on sheet 1 of the ODP.

5. *The plan is compatible and harmonious with existing public and private development in the surrounding area.*
   Staff believes that the proposed ODP is compatible with existing development and future redevelopment in the surrounding area. The plan provides community open space for the residents as well as buffering and screening of the parking and utility uses from adjacent uses.
6. *The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.*
   The plan is compatible with existing development and future redevelopment in the surrounding area. The site and building design respond to the adjacent uses by providing residential only along Grove Street and providing ground floor commercial along both Federal Boulevard and 71st Avenue. The multiple building openings and enhanced streetscapes are also designed to mitigate any impacts to or from this development.
7. *The plan has no significant adverse impacts on future land uses and future development of the immediate area.*
   No adverse impacts are foreseen upon future land uses or other development in the immediate area as the ODP complies with the WMC and Comprehensive Plan.
8. *The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.*
   This proposed development is designed as a traditional mixed use building with commercial uses on the ground floor(s) with residential above. Residents will have access to indoor amenities that include a lobby/lounge/seating area, break room, bike room and fitness area as well as an exterior amenity area.
9. *Building height, bulk, setbacks, lot size, and lot coverage are in accordance with sound design principles and practice.*
   Building height, bulk, and setbacks are all consistent with the vision of the Station Area and consistent with the Comprehensive Plan and best planning practices for TODs. Staff believes this project meets this criterion.
10. *The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.*
    The proposed architecture and materials palette are innovative and consistent with the City of Westminster Design Guidelines.
11. *Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.*
    Vegetative screening is included to screen the parking structure as part of the grade change for this project. Parking is located interior to the site.
12. *Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.*
    The proposed project has provided over 4,000 square feet of amenity area and is the first to use the new streetscape designs developed by staff for the TOD area. ACHA has included a kid's play area and patio space in within the amenity area. The project has also met the plant minimums and water budget. The proposed development meets this criterion.
13. *Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.*
    A traffic impact study or assessment was not completed for this project; however, staff believes that the existing roadway system will continue to operate well with no roadway improvements. An overall traffic study for the Station Area will be completed as part of the planning and approval process for the Station Area Specific Plan.
14. *Streets, parking areas, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.*
    The proposed extension of Craft Way, once completed, will provide additional porosity to the site and will reduce entry point conflicts along Federal Boulevard since existing curb cuts will be closed and no direct access to the site will be provided from Federal Boulevard to the site. Staff believes the streetscape design, split-level parking and the accesses from 71st Avenue and (future) Craft Way meet this criterion.

15. *Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.*
    As a transit-oriented, mixed-use, affordable housing project, enhancing the pedestrian environment was a core principal for the design of the Alto project. Staff believes the streetscape design, building form and materials all encourage pedestrian movement and a positive pedestrian experience.
16. *Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.*
    The project complies with this criterion.
17. *The applicant is not in default or does not have any outstanding obligations to the City.*
    The applicant is in compliance with this criterion.

(B) *Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.*

Service Commitment Category

No competition for Service Commitments was necessary for this project as it is located in South Westminster (south of 80th Avenue). Service Commitments for South Westminster are included as part of the periodic resolution by City Council for Category A (Active Residential).

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Adams County, Crestview Sanitation District, Xcel, and Adams County School District 50. Staff received a response from Crestview Sanitation District and Xcel. The concerns from Crestview Sanitation District and Xcel, including that the applicant receive the appropriate permits, will be addressed by the applicant as part of the construction permitting process.

Neighborhood Meeting and Public Comments

On October 27, 2015, a neighborhood meeting was held to solicit feedback on the Alto project. Approximately 32 neighbors attended. A presentation was given by the developer, Gorman and Company, and the owner, ACHA. The presentation included an explanation of project. Following the presentation an open house was held, which allowed participants to ask detailed questions of project and City staff. A summary of the meeting is include in Attachment G.

Notice of the public hearing was sent on January 8, 2016, by the applicant to all adjacent property owners within 300 feet of the project boundary.

Since the neighborhood meeting and public notice of the project has occurred, staff has received six written comments in support of this project. No comments have been received in opposition to the project. Copies of all written correspondence received is included in Attachment E.

Strategic Plan

Staff believes this project supports several of the City's 2015 Strategic Plan Goals including, *Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Dynamic, Diverse Economy; Beautiful, Desirable, Safe and Environmentally Responsible City;* and *Ease of Mobility*. This project will provide necessary affordable housing as part of a well-designed mixed-use development that maximizes public investment by creating a gateway into the Station Area at 71st Avenue and Federal Boulevard.

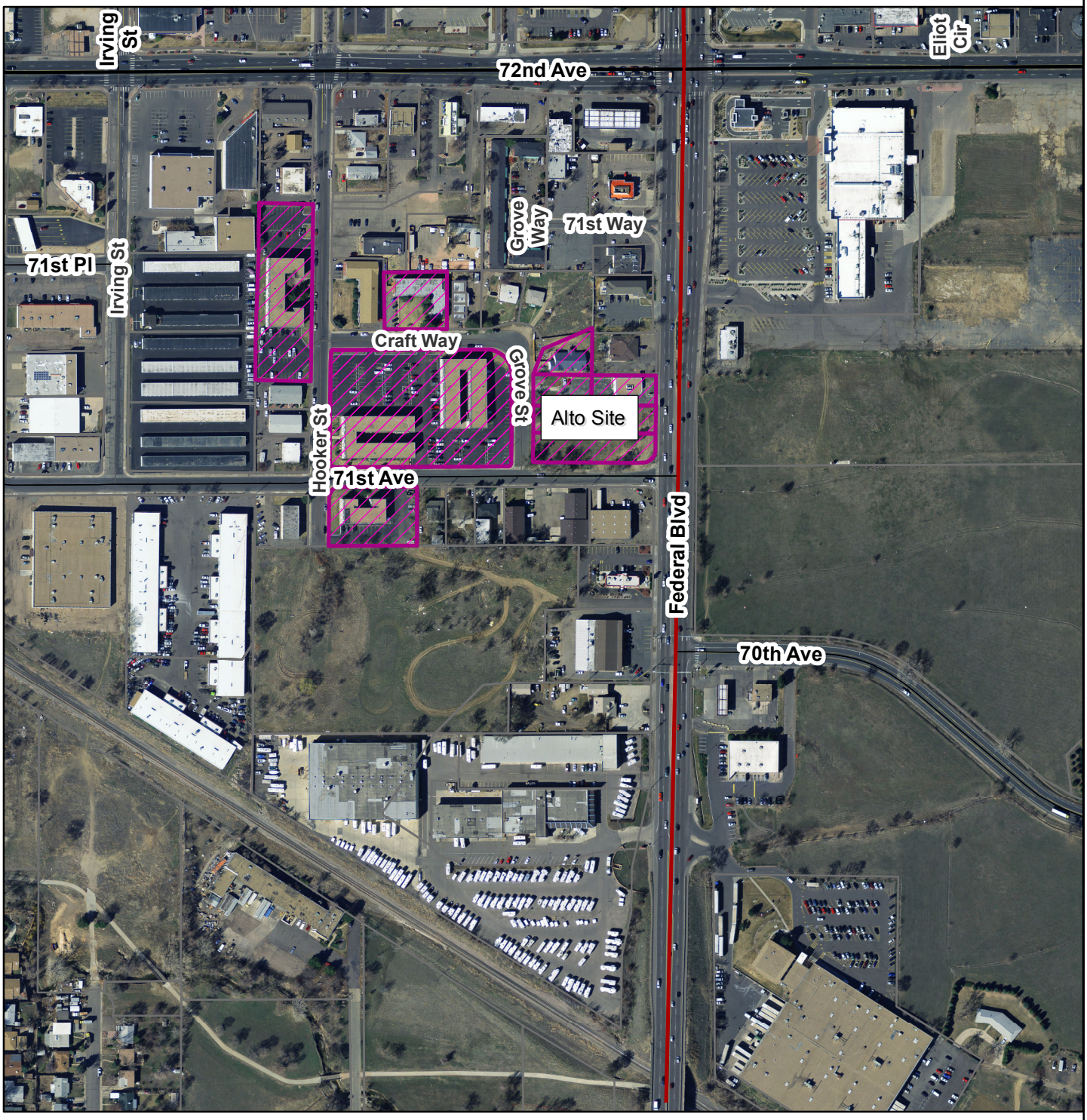
Respectfully submitted,

Donald M. Tripp
City Manager

Attachments

A - Vicinity Map
B - Existing and Proposed Zoning Map
C - Criteria and Standards for Land Use Applications
D - Proposed Craft Way Extension and Phasing
E - Copies of all Written Public Comment Received
F - Project Renderings / Color Elevations
G - Summary of Neighborhood Meeting
H - Alto Preliminary Development Plan
I - Alto Official Development Plan
J - Rezoning Ordinance with Exhibits

Alto - Vicinity Map



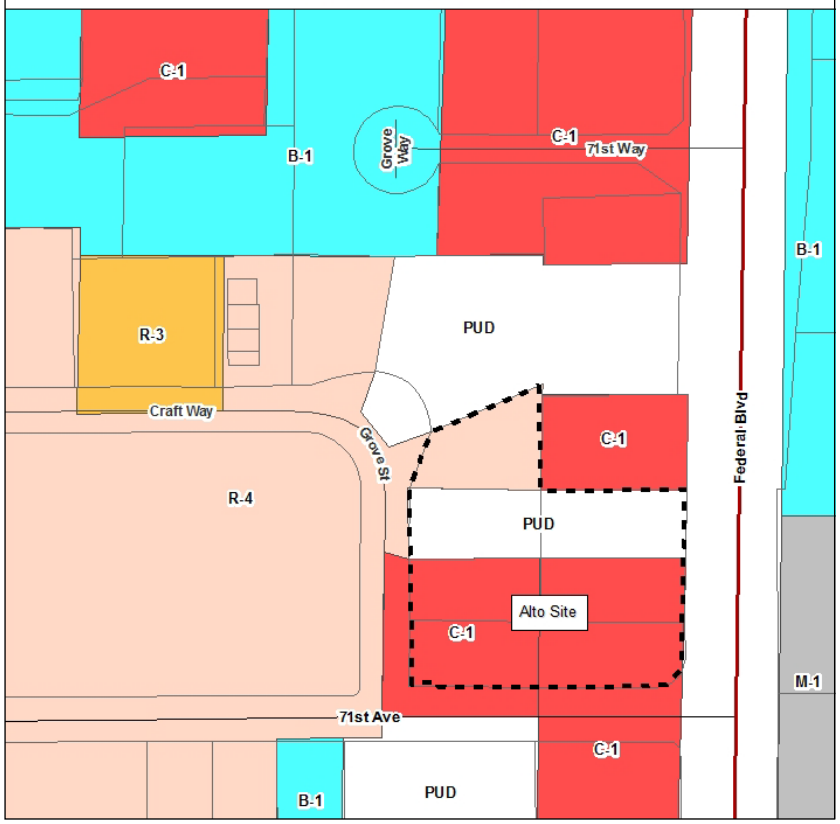
Legend

ACHA Properties

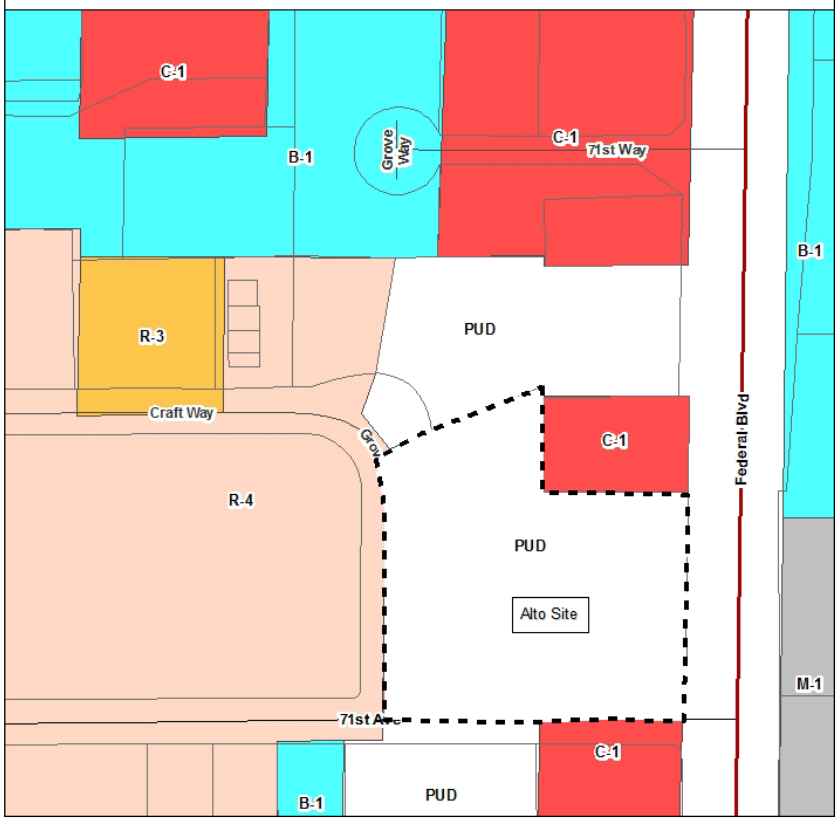
0 125 250 500 750 1,000 Feet

N W E S

Alto - Existing Zoning Designation
C-1, R-4, and PUD



Alto - Proposed Zoning Designation
PUD



Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

- The owner/applicant has "the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan…" (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City's existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (P.U.D.) zoning and the proposed land uses in the associated Preliminary Development Plan are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The Preliminary Development Plan exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan (PDP).
4. The PDP is compatible and harmonious with existing public and private development in the surrounding area.
5. The PDP provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The PDP has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.
9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.

10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534 3739 3770)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development (PUD):

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, provided a City-initiated zoning or rezoning shall not take effect unless City Council finds, as part of the final rezoning ordinance, at least one (1) of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

(C) Any City-initiated rezoning shall satisfy the standards set forth in subparagraph (A) above.

(D) Any application for zoning or rezoning to PUD shall satisfy the requirements of Section 11-5-14.

(E) Any zoning or rezoning to Specific Plan District shall satisfy the standards set forth in Section 11-5-20, W.M.C.

Official Development Plan (ODP) Application

11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For plans in PUD zones, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.
9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

Attachment D

Craft Way Extension and Proposed Phasing

Low Income Family Empowerment

Igniting Change. Improving Lives.

November 16, 2015

Adams County Housing Authority
Steve Kunshier, Project Manager
7190 Colorado Blvd, 6th Floor
Commerce City, CO 80022

Re: 71st & Federal Apartments - 7120 Grove Street, Westminster, CO

Dear Mr. Kunshier:

I am pleased to write this letter of support for the development of the Adams County Housing Authority's (ACHA) 71st & Federal Apartments, located at West 71st Avenue and Federal Boulevard in the City of Westminster. With escalating housing costs, more and more Adams County residents are either not able to find housing and are forced to "double-up" with family or friends or are living on the edge, housing-burdened to the point where any small emergency would put their housing at risk.

The planned new construction mixed-use building will include 70 units of affordable housing for families as well as ACHA's "South County" office and space for the Center for Career and Community Enrichment (3CE). Low Income Family Empowerment (LIFE) and ACHA have enjoyed a partnership on numerous programs since LIFE was founded in 2007. 3CE provides residents with Workforce services, housing services, GED classes, parenting classes, and more – under one roof in an integrated services center.

This project will provide high quality affordable housing and complementary services which will serve as an asset to residents and the community as a whole. I fully support the project and our ongoing partnership with the Housing Authority.

Sincerely,

David Riggs
Executive Director

7190 Colorado Blvd, 6th Floor, Commerce City, CO 80022
303.227.2084 www.my3CE.org driggs@achaco.com

Attachment E

Chris Kline
HUMAN SERVICES DEPARTMENT DIRECTOR

Phillipp Noble
ADMINISTRATOR

ADAMS COUNTY
COLORADO

Human Services Department
Workforce and Business Center
4430 South Adams County Parkway
1st Floor, Suite W5000
Brighton, Colorado 80601-8221
PHONE 720.523.6900
FAX 720.523.6974
www.adcogov.org

November 12, 2015

Adams County Housing Authority
Steve Kunshier, Project Manager
7190 Colorado Blvd, 6th Floor
Commerce City, CO 80022

Re: 71st & Federal Apartments - 7120 Grove Street, Westminster, CO

Dear Mr. Kunshier:

I am pleased to support the development of the 71st & Federal Apartments, located at West 71st Avenue and Federal Boulevard in the City of Westminster. The new construction mixed-use building will include 70 units of affordable housing for families as well as the Adams County Housing Authority "South County" office and space for the Center for Career and Community Enrichment (3CE).

3CE is collaboration between several Adams County partners, including the Workforce and Business Center (ACWBC) that provides job search and career guidance to residents within the community. The Adams County Housing Authority (ACHA) staff has access to Connecting Colorado which is the State's job seeker database this allows ACHA staff to assist residents in the absence of ACWBC staff. The ACWBC provides workforce center staff at the 71st and Federal location two days per week to support efforts in this underserved area of the county.

The 71st & Federal development will enhance and support our continued efforts to improve and redevelop properties within the Westminster Station area. This project will provide high quality affordable housing and services which will serve as an asset to residents and the community as a whole. I therefore fully support the project and look forward to its completion.

Sincerely,

Phillipp Noble, Administrator
Adams County Workforce and Business Center

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

Attachment E

Colorado State University

Adams County
Extension
9755 Henderson Rd.
Brighton, CO 80601-8114
303.637.8100
www.adamscountyextension.org

November 16, 2015

Adams County Housing Authority
Steve Kunshier, Project Manager
7190 Colorado Blvd, 6th Floor
Commerce City, CO 80022

Re: 71st & Federal Apartments - 7120 Grove Street, Westminster, CO

Dear Mr. Kunshier:

I am pleased to support the development of the 71st & Federal Apartments, located at West 71st Avenue and Federal Boulevard in the City of Westminster. The new construction mixed-use building will include 70 units of affordable housing for families as well as the Adams County Housing Authority "South County" office and space for the Center for Career and Community Enrichment (3CE).

The 71st & Federal development will enhance and support our continued efforts to improve and redevelop properties within the Westminster Station area. This project will provide high quality affordable housing and services which will serve as an asset to residents and the community as a whole. I therefore fully support the project and look forward to its completion.

Sincerely,

Janet C. Benavente, MHR, CFSWC, CFDW
Family and Consumer Science Agent
Colorado State University Extension in Adams County

mdhi metro denver homeless initiative

711 Park Avenue W. Denver, CO 80205 Suite 320 • 303-561-2190 • http://mdhi.org

November 11, 2015

Adams County Housing Authority
Steve Kunshier, Project Manager
7190 Colorado Blvd, 6th Floor
Commerce City, CO 80022

Re: 71st & Federal Apartments - 7120 Grove Street, Westminster, CO

Dear Mr. Kunshier:

I am pleased to support the development of the 71st & Federal Apartments, located at West 71st Avenue and Federal Boulevard in the City of Westminster. The new construction mixed-use building will include 70 units of affordable housing for families as well as the Adams County Housing Authority "South County" office and space for the Center for Career and Community Enrichment (3CE).

The 71st & Federal development will enhance and support our continued efforts to improve and redevelop properties within the Westminster Station area. This project will provide high quality affordable housing and services which will serve as an asset to residents and the community as a whole. I therefore fully support the project and look forward to its completion.

Sincerely,

Gary D. Sanford
Executive Director

Attachment E

Klaus Holzapfel

2900 W 55th Ave• Denver, CO 80221
Phone: 310 383 7433 • E-Mail: me@klausholzapfel.com

Date: 12/07/2015

Attention City Council Members
CC: Planning Commission Members
CC: Community Development (Michelle Stephens)

4800 W 92nd Avenue
Westminster CO 80031

Dear City Council Members:

I'd like to state my support for the affordable housing project of ACHA on 71st and Federal in South Westminster.

It's long been known that the area around the Westminster Train station is meant to undergo massive change in the time to come. Very little tangible changes outside the station and the park area have happened so far.

The ACHA project will be the first one to break ground if it starts in mid 2016 and will send an important signal to the community. These 70 units should be occupied by a broad range of citizens and not feel like an isolated element in the landscape. I'm hoping for coffee shops and independent restaurants to occupy the ground floor and make this a first landing spot for visitors arriving by light rail.

I also consider it very important that ACHA moves quickly on the houses they already own next to the proposed new structure. Those buildings don't reflect the vision for this area and an action plan should be developed quickly.

This area on Hooker Street (to be renamed!!!) will be the window that visitors see when they arrive in Westminster. We need to make a better first impression and show that we are a vibrant community with a coolness and hip factor that attracts millennial flocking to Colorado. Right now the area has none of that.

I strongly believe it can be done but it will require massive branding and community building efforts. Investments in this area will pay off for all of Westminster.

I am not advocating for just shipping the current residents away. Ideally they become part of the process of upgrading this neighborhood. Some might need a little help but I believe it can be done.

I also believe that the entire area should embrace new transportation patterns including the use of trains and bicycles to a higher extend. Cars should not be banned but it should be clear that a forward oriented community understands that it needs to set trends.

I spend quite a bit of time in Boulder and are familiar with communities that have some elements of low and lower income housing. I see a clear class society with hardly invisible walls. I'd strongly suggest that we look for ways to not let these walls emerge in Westminster. We need to build connection points between the wealthier and the lower income members of the community. If this structure on 71st and Federal is designed right it could be a first important stepping-stone in that direction.

Thanks very much for your attention.

Kind regards,

Klaus Holzapfel

Attachment E

Samuel K. Giles

3160 W. 71st Avenue, Apt. 307 • Westminster, Colo. 80030 • Phone: 419.699.5600
E-Mail: samuel.giles@colorado.edu Web: https://www.linkedin.com/in/samuelkgiles

December 21, 2015

City Council Members
City of Westminster
4800 W 92nd Avenue
Westminster, CO 80031

RE: *The Alto Project – ACHA Resident Support Letter*

Dear City Council:

As a current long term resident of Terrace Gardens Apartments, I am pleased to write this letter in support of the Adams County Housing Authority (ACHA) development plan, located at West 71st Avenue and Federal Boulevard in the City of Westminster. The new construction mixed-use building will include 70 units of affordable housing for families as well as serve as a catalyst for redevelopment of the entire South Westminster Station area.

In addition to approving the ACHA development, City Council should implement a localized construction defects reform ordinance. Given the current state of Colorado construction laws, a new localized ordinance is needed to encourage the construction of condominium units. The City of Westminster, City Council, Planning Committee, and all other interested parties should seek to join with many of its metro area neighbors in pursuing solutions to a housing market that is lagging and leaving residents with difficult housing choices.

Other cities have passed similar measures - from Denver to Aurora to Lakewood to Lone Tree - now allowing builders a right to repair defects and sending disputes to arbitration rather than lawsuits. Accordingly, this project along with a localized construction defects reform ordinance will provide high quality affordable housing which will serve as an asset to residents and the community as a whole.

I therefore fully support the project and look forward to its completion. If you have any questions, please contact me at samuel.giles@colorado.edu.

Sincerely,

Samuel K. Giles
Terrace Gardens Resident

cc: Planning Commission Members
Community Development (Michelle Stephens)

CORNER OF FEDERAL BLVD. & W. 71ST AVE. LOOKING NORTHWEST

FEDERAL BLVD. LOOKING SOUTHWEST

SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 $\frac{1}{4}$" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	Description of Revisions	Date	By
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: R. PRANANTA
Checked By: J. ADKINS

71ST AVENUE & FEDERAL BLVD.

ELEVATIONS

Date: 07/15/2015
Job No.:

Sheet 1 of 2

NOT FOR CONSTRUCTION

N. GROVE ST. LOOKING EAST

CORNER OF N. GROVE ST. & W. 71ST AVE. LOOKING NORTHEAST

SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 $\frac{1}{4}$" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

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No.	Description of Revisions	Date	By
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: R. PRANANTA
Checked By: J. ADKINS

71ST AVENUE & FEDERAL BLVD.

ELEVATIONS

Date: 07/15/2015
Job No.:

Sheet 2 of 2

NOT FOR CONSTRUCTION

71st & Federal - Public Meeting

27 October 2015
Sign-in: 32 neighbors, 13 ACHA & Gorman design team, 2 COW
Comments: 147 separate comments received plus 1 questionnaire (to date)

Meeting Details

MEETING OBJECTIVE: to answer questions about the project and provide information on the 71st & Federal development concept

WHO WAS INVITED: an invite postcard was mailed to surrounding property owners within a 300' radius surrounding the development site, including the local property address AND any owner address listing that was different from the subject property. The postcard indicated that anyone wanting future information would need to contact ACHA to submit contact info. ACHA residents of Terrace Gardens received invite flyers 2 weeks prior to the meeting and once again the week of the meeting. All future project contact will be pulled from the project sign in sheet, filled out questionnaires and any stakeholder requests.

AGENDA
5:30 Welcome
5:40 Presentation: project description (background, building design concept)
5:50 Break out discussions: project one-on-one with the team
6:40 Thank you RAFFLE!

An FAQ sheet with the most prevalent questions and ACHA/Gorman responses was provided to each meeting participant. Green and red dots were distributed to participants to use at break-out to identify what they liked and wanted to give a green flag (green dots) and elements they didn't like and wanted to be reconsidered (red dots). Six dots were given to each participant, only a few people asked for more dots during the meeting.

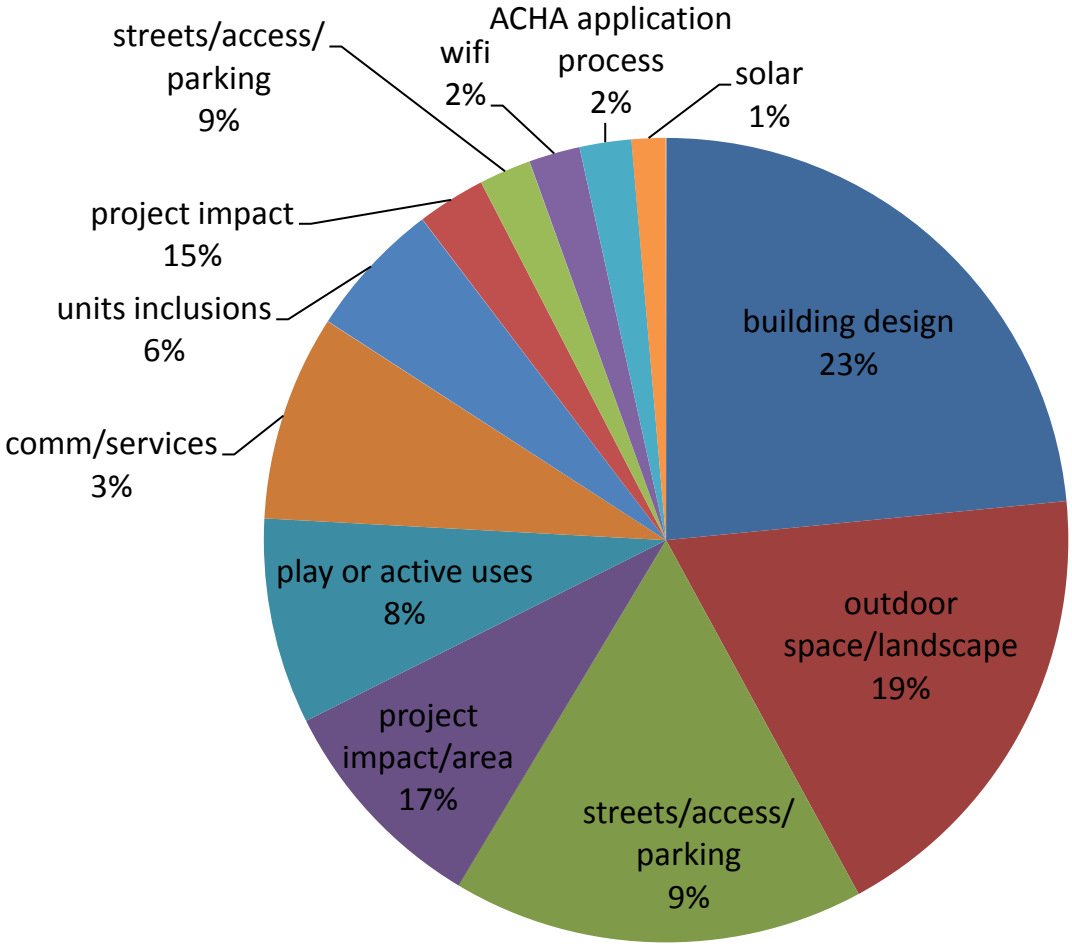
Meeting Overview

The public meeting began with a presentation, followed by a break-out session with the project team available to answer questions and discuss: the building architectural concept, landscape ideas, and ACHA related topics. A representative from the City of Westminster was also available to answer city related questions.

The meeting had a very positive feel and at break out, participants moved directly into stations to engage with the design-build team. The proposed building design concept was well received with positive comments on many scales from liking the overall design, to building articulation and support for support for balconies, window size and outdoor space. Dot voting was one way that participants could express positive reinforcement or caution/disagreement with proposed ideas. One-on-one discussion with team members was another way for questions or answers to be addressed.

Dot results: 67 project GREEN dots, 4 COW bicycle connectivity dots, 7 RED dots. See comments below by station

Despite stations with focus topics, participants were encouraged to share ANY feedback. The 'building design' received the most comments, followed by 'landscape' and questions for the City of Westminster about the larger station area. Less than five (5) of all documented comments received (147) were negative about the building or site ideas. The figure below shows the most frequent topics raised in ALL participant questions and comments:



All comments/questions by category

Summary of comments written on large format plans during break-out discussions

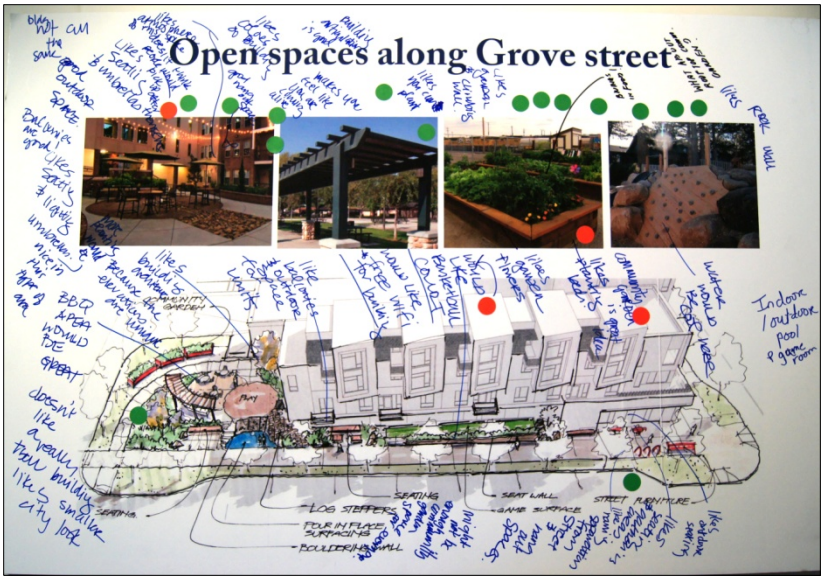
Many comments were received in the discussion break-out. The following list includes comments received at each break-out station.

Landscape and Open Space (28 green dots / 5 red dots)

1. Play area good for kids
2. Common open space area to north needs a BBQ area
3. Common open space area to the north needs a public art work
4. Balconies are good (overlooking Grove)
5. Balcony is nice (overlooking Grove)
6. (green dot) + articulation (of building upper façade on Grove)
7. (green dot) overall streetscape
8. Cool! (climbing wall)
9. Likes serene spaces
10. Like the pergola
11. Likes common area
12. Garden is good meeting place
13. Trees are good
14. Don't want same retro look for architecture (1X)
15. Welcoming spaces with seating
16. Invites you in for views
17. Good (to have) 24hr security and maintenance
18. Wants community services in building
19. (include) advertisement for bigger picture ideas and progress for whole region (station area?)
20. Small bar in shop (commercial) area
21. Likes fall color
22. Water play for kids
23. Skate park
24. 24 hr fitness center for residents
25. Open park for live music, festivals
26. Balconies and open spaces are great

-

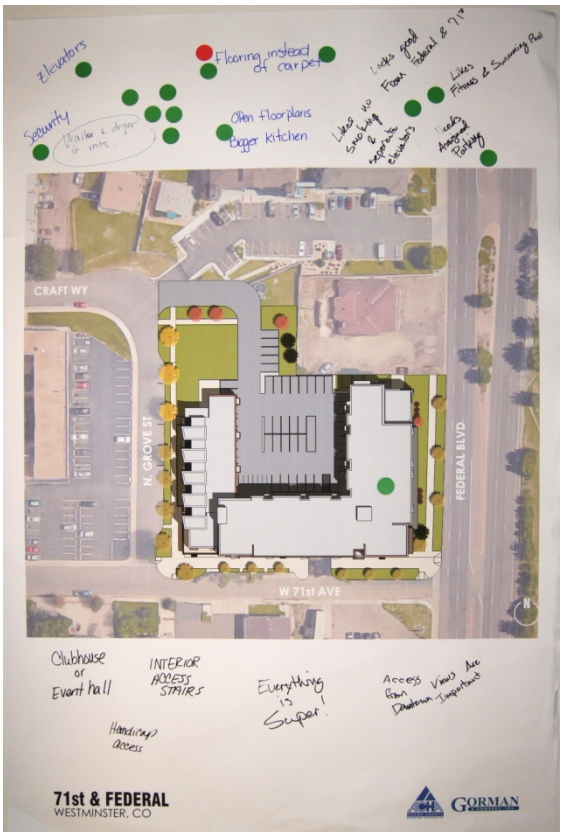
27. Likes outdoor seating
28. Likes seating and gathering areas
29. Like separation from the street & hang out spaces
30. Might not be enough community garden space for everyone
31. BBQ area would be great
32. Doesn't like a really tall building, likes smaller city look
33. Likes building architecture because the elevations are unique
34. Like balconies and outdoor space for units
35. Would like free wifi for the building
36. Would like basketball court
37. Likes garden flowers, likes planting best
38. Community garden is a great idea
39. Water would be cool here (by climbing wall area)
40. Indoor/outdoor pool and game room
41. Likes seating, lighting and umbrellas



42. More/lots of plantings would be nice in (plaza) type of area (picture response)
43. Balconies are good
44. Good outdoor space
45. Building is not all the same
46. Likes atmosphere this space (picture response)
47. Likes seating with umbrellas
48. Doesn't think people would pick up after themselves
49. When you move into a nice place, people will keep it nice and take care of it
50. Likes colors of the building
51. Good hang out space (common plaza area)
52. Building articulation is good
53. Makes you feel like you are coming alive
54. Likes (non car) plant??? (top of open space board)
55. Likes garden and climbing wall
56. Likes rock wall
57. (garden) brings in food
58. What about a rooftop community garden?
59. Likes parking on inside, not visible
60. Likes break up of building
61. Why did phase change?
62. Likes Federal & building articulation
63. What about commercial space?
64. Sometimes it doesn't look like what is drawn?
65. Picnic tables? (on corner of Grove and w. 71st Ave)
66. Keep garden boxes
67. Rooftop gardens possible?
68. Community gardens please

ACHA, GENERAL comments, and City of Westminster (6 green dots – 4 on bicycle connectivity on City Plan / 1 red dot on BBQ?)

69. I ran out of green dots!
70. Seems nice!
71. Feels different
72. This is an important project
73. I like that this feels like an opportunity for community to come together
74. How soon can you start?
75. Will Craft connect to Federal?
76. What is happening here? (property to north on Federal)
77. Like the amenities for kids
78. Free wifi for residents



79. Left hand turn off Federal?
80. What will the commercial uses be?
81. Solar panels?
82. I want to have lower utility bills
83. In unit washer and dryer?
84. Want hook ups
85. Card operated washer and dryer
86. I like this access (from Craft Way)
87. (red dot) BBQ?
88. When will units be available and when could I apply? (3X for this statement)
89. Can I apply with a voucher?

-

90. How will other ACHA properties be developed?
91. What happened to last project plans for ACHA property?
92. Will there be ownership available on any ACHA land? It would help the area to not be all rental; ownership is important
93. We have one chance to get this right; let's not replace an undesirable low income area with an all public housing undesirable project, OR let's not gentrify the area and displace current residents.
94. I moved here intentionally. It is a great place. I like the investment but don't want sweeping changes.
95. Are you working with the school district?
96. What similar projects has ACHA done? Do they have a record or good redevelopment?
97. We need people to drive less here
98. The City Council needs to know this is an important project
99. ACHA and the COW need to identify how investment in South Westminster will benefit other areas of town: a window from the south; reduces traffic; can hold events; economic development and community focused participation.
100. I like the project
101. I love the project and the different sides of the building
102. I think you need to continue to talk to women as the units get designed

-

103. Street connectivity (cars, bikes, and pedestrian). Will COW be adding sidewalks and bike lanes? *A: Yes, the COW would like to promote multiple modes of travel in the station area. Also will have an RTD bus stop at the parking garage.*

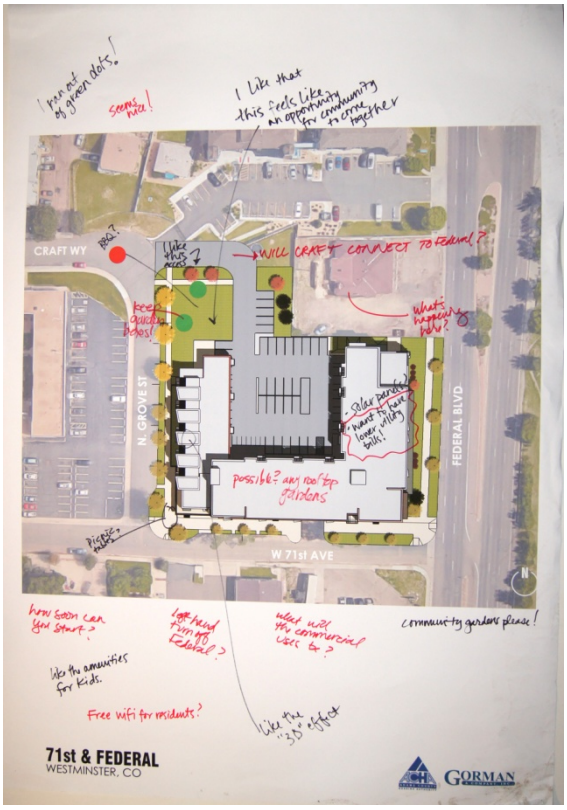
104. Does the city own the land necessary to make the connections? *A: Currently own the Nolan RV land and are working on acquiring additional parcels*

105. When will the station and parking garage be complete? *A: Spring - Fall 2016*

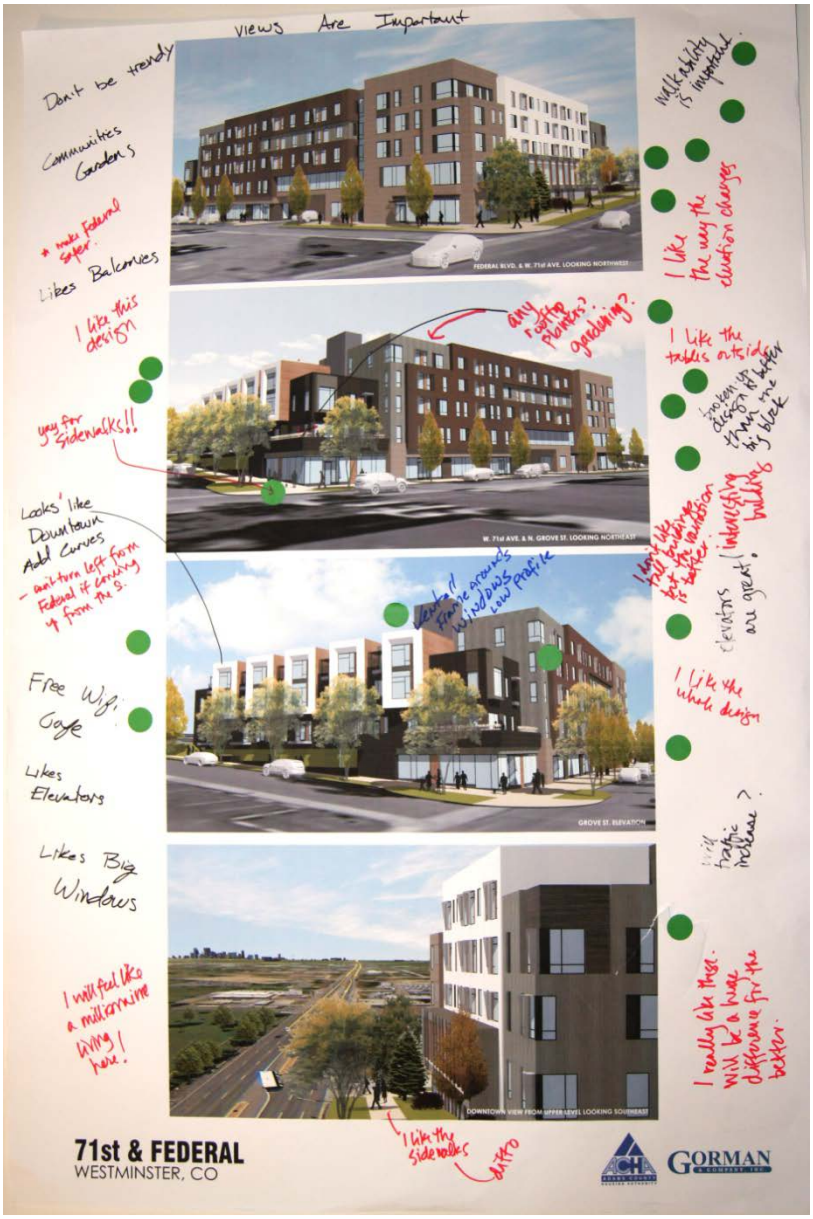
Building Design concept (33 green dots / 1 red dots)

106. (green dot) elevators
107. (green dot) security
108. Washer and dryer in units

109. Flooring instead of carpet
110. Open floor plans
111. Bigger kitchen
112. Likes no smoking & separate elevators
113. Looks good from Federal & 71st
114. How about adding a fitness & swimming pool
115. Needs assigned parking
116. Clubhouse or event hall
117. Handicap access?



118. Interior access stairs
119. Everything is super
120. Access from downtown
-
121. Views are important (1X)
122. Don't be trendy
123. Community gardens
124. Make Federal safer
125. Likes balconies
126. I like this design
127. Yay for sidewalks!
128. Looks like downtown…add curves.
129. Can't turn left from federal if coming up from the south
130. Free wifi café
131. Likes elevators
132. Likes big windows
133. I will feel like a millionaire living here!
134. I like the sidewalks
135. I like the sidewalks
136. I really like this (project); it will be a huge difference for the better
137. Will traffic increase?
138. I like the whole design
139. Elevators are great!
140. Sun shades could make the windows look unique
141. I don't like tall buildings but the variation is better
142. Interesting building
143. Broken up design is better than on big block
144. I like the tables outside
145. Any rooftop planters or gardening?
146. I like the way the elevation changes
147. Walkability is important


Views Are Important
Don't be trendy
Communities Gardens
Likes Balconies
I like this design
yes for sidewalks!!
Looks like Downtown
Add Curves
Free W/F Gate
Likes Elevators
Likes Big Windows
I will feel like a millionaire living here!
walkability is important.
I like the way the elevation changes
I like the tables outside
elevators are great! (interesting buildings)
I like the wheel design
will traffic increase?
I really like these. Will be a huge difference for the better.
I like the sidewalks
71st & FEDERAL
WESTMINSTER, CO
GORMAN

Open spaces along Grove street
Good for kids
needs BBQ oven
overall Great Stage

Open spaces along Grove street
Likes Serene spaces
3 likes this
Likes Fall color
Skate park
Water park for kid to play
Likes Common Area Garden
Fitness Center for residents
DON'T Want look for same retro look for entire area

Answers below from leave behind written questionnaires (1 to date)

Q1. Do the 71st & Federal apartments look and sound like a project of interest to you?

RESPONSES

Yes - 1
No - 0

Why or why not?

- Great for the neighborhood. I like the building heights and designs. Walkable community, need more neighborhoods designed the way the apartments (are) design(ed)
- (more to come….)

Q2. Your comments and questions are important to us. Did you get answers to your questions?

RESPONSES

Yes - 1
No - 0

COMMENTS:

- Great presentation for the community. Answered my concerns.

Q2. Additional Comments

RESPONSES

- n/a
- n/a

Names

- Mary J. Funk – Mary.funk@hotmail.com

PRELIMINARY DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 4

LEGAL DESCRIPTION

PARCEL B

PARCEL I:

LOTS OR PLOTS 47 AND 48, AND THE SOUTH 70 FEET OF LOT OR PLOT 23, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL II:

THE NORTH 40 FEET OF LOT 23 AND THE SOUTH 30 FEET OF LOT 24, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL III:

LOT 45, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

COMMITMENT NO: 451-H0407123-266-NCS

PARCEL D:

LOT 46 AND THE NORTH 70 FEET OF LOT 24, FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947, COUNTY OF ADAMS, STATE OF COLORADO.

COMMITMENT NO: 451-H0407120-266-NCS

TOTAL SITE ACREAGE = 1.613 ACRES

SURVEYOR'S CERTIFICATE

I,_____, A LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THERE ARE NO EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE ABOVE-DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE SURVEYED THIS PROPERTY AND THIS PLAT ACCURATELY AND PROPERLY SHOWS SAID PROPERTY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THIS LAND SURVEY PLAT COMPLIES WITH SECTION 38-51-106, COLORADO REVISED STATUES.

_____ _____

DATE REGISTERED LAND SURVEYOR & NO.

PRESENT ZONING

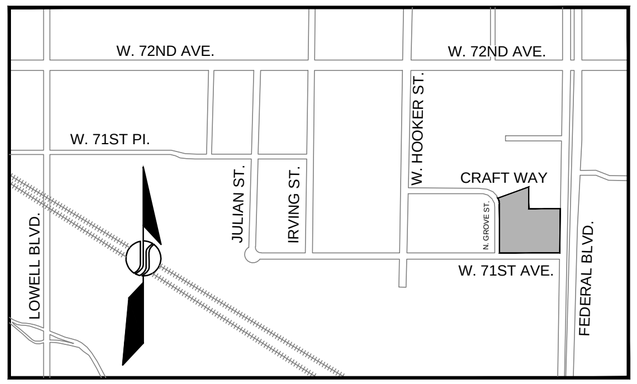
PRESENT ZONING OF THE PROPERTY CONSISTS OF C1-COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND R-4 MULTI-FAMILY HIGH DENSITY. EXISTING USES ON THE PROPERTY CONSIST OF TWO SMALL STRUCTURES AND A SMALL SURFACE PARKING LOT.

PROPOSED ZONING

THE PURPOSE OF THIS PRELIMINARY DEVELOPMENT PLAN IS TO REZONE THE PROPERTY FROM C-1/PUD/R-4 MULTI-FAMILY HIGH DENSITY TO PLANNED UNIT DEVELOPMENT. THE PDP CALLS FOR A VARIETY OF FLEXIBLE USES INCLUDING MULTI-FAMILY RESIDENTIAL, RESIDENT FOCUSED SERVICES, SMALL NEIGHBORHOOD RETAIL/OFFICE AND OPEN SPACE.

COMPREHENSIVE PLAN LAND USE DESIGNATION

THE COMPREHENSIVE LAND USE DESIGNATION FOR THIS PROPERTY IS "MIXED-USE CENTER". THE PROPERTY IS ALSO LOCATED IN THE "WESTMINSTER STATION FOCUS AREA".



VICINITY MAP

1" = 2000'

PDP BOUNDARY =

SURROUNDING ZONING, LAND USES & COMP PLAN (WITHIN 300' OF BOUNDARY)

	ZONING	LAND USE	COMP PLAN
NORTH	B-1 / C-1	RETAIL COMMERCIAL	MIXED USE CENTER
SOUTH	M-1 / PUD / B-1	LIGHT INDUSTRIAL	MIXED USE CENTER
EAST	M-1 / B-1	VACANT	TMUND
WEST	M-1 / C-1	LIGHT INDUSTRIAL	MIXED USE CENTER

PROJECT CONCEPT

ALTO IS LOCATED WITHIN THE 135-ACRE STATION AREA NORTH OF THE FUTURE WESTMINSTER STATION AND A ¼ MILE NORTH OF THE FUTURE 40-ACRE LITTLE DRY CREEK PARK. THE SITE IS BOUND BY THE FUTURE RIGHT-OF-WAY FOR CRAFT WAY TO THE NORTH, FEDERAL BOULEVARD TO THE EAST, W. 71ST AVENUE TO THE SOUTH, AND N. GROVE STREET TO THE WEST.

ALTO WILL BE A MIXED-USE AND MIXED-INCOME RESIDENTIAL DEVELOPMENT PROVIDING HEALTHY LIVING, AND SUSTAINABLE DESIGN THAT PRIORITIZES PEDESTRIANS, ACTIVITY, OUTDOOR AMENITIES AND OFFERS COMMERCIAL SPACE. THE PROJECT IS ENVISIONED TO BE A MODEL FOR MIXED-INCOME AND TRANSIT-ORIENTED LIVING. FUTURE RESIDENTS WILL BE DRAWN TO THE ARCHITECTURAL QUALITY, AMENITIES THAT ENHANCE LIVABILITY AND THE CONVENIENCE OF LIVING NEAR TRANSIT AND THE SURROUNDING SERVICES OF SOUTH WESTMINSTER. COMMERCIAL AND LIFESTYLE OFFICE IS ENVISIONED FOR THE GROUND FLOOR IN HOPES OF REDUCING TRIPS AND INCREASING TRANSIT USAGE FOR BOTH RESIDENTS AND DAYTIME EMPLOYEES. THE OFFICE SPACE IS INTENDED TO BE FLEXIBLE, TECHNOLOGICALLY PROGRESSIVE, INTEGRATED WITH OUTDOOR OPPORTUNITIES AND DESIGNED TO ACCOMMODATE MULTI-MODAL COMMUTERS. THIS FLEXIBILITY WILL ALLOW THE COMMERCIAL SPACE TO BE UTILIZED BASED ON CHANGING MARKET DEMANDS IN THE AREA. STRUCTURED PARKING, SECURED BIKE PARKING, AND STREETSCAPE IMPROVEMENTS WILL SERVE RESIDENTS, EMPLOYEES AND VISITORS.

THE DEVELOPMENT PLAN FOR THESE PARCELS WILL HELP SET THE PATTERN FOR HOUSING, COMMERCIAL, OFFICE AND TRANSIT SUPPORTIVE DESIGN AT THE WESTMINSTER STATION AND IN THE SOUTH WESTMINSTER COMMUNITY.

OWNER APPROVAL:

I, _____, AS _____OF _____ A _____,

PROPERTY OWNER, DO SO APPROVE THIS PRELIMINARY DEVELOPMENT PLAN FOR REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER THIS_____ DAY OF _____, 20___.

_____

SIGNATURE TITLE

CITY APPROVAL:

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER

THIS_____ DAY OF _____, 20___.

_____

MAYOR

_____

ATTEST: CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

_____

RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO, ON THIS _____DAY OF _____, 20__,

AT ___:____ O'CLOCK __.M.

_____

ADAMS COUNTY CLERK AND RECORDER

_____

BY: DEPUTY CLERK

RECOVERY COSTS

ANY SUBSEQUENTLY OCCURRING RECOVERY COSTS SHALL ALSO BE EFFECTIVE AGAINST THE DEVELOPMENT. A RECOVERY COST IS STILL VALID AGAINST A DEVELOPMENT EVEN IF IT IS UNDISCOVERED AND/OR INADVERTENTLY OMITTED FROM THE PRELIMINARY DEVELOPMENT PLAN.

SHEET INDEX

SHEET 1 - COVER
SHEET 2 - NOTES
SHEET 3 - NOTES
SHEET 4 - SITE PLAN

OWNER:
DONALD MAY
ADAMS COUNTY
HOUSING AUTHORITY
7190 COLORADO BLVD.
COMMERCE CITY, CO 80022
P: (303)227-2075

DEVELOPER:
KIMBALL CRANGLE
GORMAN & COMPANY, INC.
110 16TH STREET,
SUITE 1310
DENVER, CO 80202
P: (303)887-2707

ARCHITECT:
REZAN PRANANTA
SHEARS ADKINS ROCKMORE
1550 WYNKOOP
SUITE 100
DENVER, CO 80202
P: (303)350-4966

ENGINEER:
CHRIS STRAWN
JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P: (303)561-3333

ENTITLEMENTS:
WENDI BIRCHLER
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, CO 80204
P: (303)892-1166

PLANNER:
RENEE MARTINEZ-STONE
PERSPECTIVE 3
3037 JULIAN STREET
DENVER, CO 80211
P: (303)458-6314

LANDSCAPE ARCHITECT:
JOHN BIRKEY
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, CO 80204
P: (303)892-1166

NORRIS DESIGN
Planning | Landscape Architecture
1101 Bannock Street
Denver, Colorado 80204
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BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 ¼" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

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2	TECHNICAL SUBMITTAL	09/24/15	TLS
1	PDP RESUBMITTAL	07/15/15	TLS

Designed By: J. MORRISON Checked By: W. BIRCHLER

ALTO

COVER

Date: 03/18/2015

Job No.: 0452-01-1-02

1

Sheet 1 of 4

PRELIMINARY DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

PROPOSED DEVELOPMENT TIMING AND PHASING:

IT IS ANTICIPATED THAT THE PROPOSED DEVELOPMENT TIMING AND PHASING FOR THIS PROJECT WILL BE IN ONE PHASE.

IN THE EVENT THE DATE OF APPROVAL OF A PROPERTY 'S PDP AMENDMENT IS MORE THAN FIVE(5) YEARS OLD AND AN ODP HAS NOT BEEN APPROVED, THE PDP OR AMENDED PDP SHALL BE REQUIRED TO BE SUBMITTED FOR REVIEW AND RECONSIDERATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 11-5-13 OF THE WESTMINSTER MUNICIPAL CODE, AND ALL APPLICABLE STANDARDS PURSUANT TO CHAPTER 5 OF TITLE XI, W.M.C.

LAND USE TABLE:

TYPE OF LAND USE	TOTAL ACRES	% OF TOTAL PROPERTY	MAX. GROSS DENSITY/FAR
BUILDING	0.58 AC	36%	44 DU/AC
ROW DEDICATION AREA	0.29 AC	18%	N/A
OPEN SPACE	0.13 AC	8%	N/A
LANDSCAPE	0.11 AC	7%	N/A
PARKING	0.50 AC	31%	N/A
TOTAL	1.61 AC	100.0%	

PERMITTED USES:

A. MULTI-FAMILY DWELLING UNITS (UP TO 44 DU/ACRE)
B. OFFICE, COMMUNITY ROOM(S), AND RETAIL SPACES (WITH THE EXCEPTION OF PROHIBITED USES NOTED HEREIN)
C. VERTICAL MIXED-USE OF RESIDENTIAL/COMMERCIAL

PROHIBITED USES:

PROHIBITED USES SHALL INCLUDE THE FOLLOWING TYPES OF BUSINESSES: VEHICLE REPAIR, MAINTENANCE OR RETAIL FUEL FILLING SERVICES (OR THE RENTING, LEASING OR SELLING OF OR DISPLAYING FOR THE PURPOSE OF RENTING, LEASING OR SELLING OF ANY MOTOR VEHICLE OR TRAILER), ADULT BOOK/FILM STORE OR OTHER BUSINESS THAT IS CHARACTERIZED BY AN EMPHASIS ON SEXUAL ACTIVITIES OR ADULT ENTERTAINMENT, ON-PREMISES DRY CLEANERS, CAR WASH, SPORTS BAR, HOOKAH BAR OR LOUNGE, DANCE HALL, DISCOTHEQUE, LIQUOR STORE, ALL-NIGHT CONVENIENCE STORE, PAWN SHOP, NIGHT CLUB, BAR, AN OPERATION USING HAZARDOUS MATERIALS (OTHER THAN THOSE USED IN SMALL QUANTITIES AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE ORDINARY COURSE OF PERMITTED OFFICE OR RETAIL USES), GAME PARLOR OR VIDEO ARCADE (WHICH SHALL MEAN ANY STORE CONTAINING MORE THAN FOUR ELECTRONIC GAMES), A STORE WHICH HAS THE SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF PREMISES AS ITS PRINCIPAL BUSINESS, A STORE THAT HAS THE SALE OF FIREARMS OR WEAPONS AS ITS PRINCIPAL BUSINESS, SALE OR DISTRIBUTION OF ILLEGAL DRUG PARAPHERNALIA, DRUG OR ALCOHOL TREATMENT FACILITIES OR CLINICS, ESCORT SERVICE OR DATING BUREAU, A CHECK CASHING OR PAYDAY LOAN BUSINESS, MASSAGE PARLOR, A BAIL BONDS BUSINESS, BILLIARD OR POOL HALL, ANY USE THAT EMITS NOXIOUS OR OFFENSIVE ODORS, ANY USE THAT IS ILLEGAL, INDUSTRIAL OR MANUFACTURING USES, GAMBLING OR LOTTERY ESTABLISHMENTS, ANY USE PROVIDING ABORTION OR BIRTH CONTROL INFORMATION, SALES OR SERVICES, PAROLE, JUVENILE DETENTION OR SIMILAR SERVICES, TWENTY-FOUR (24) HOUR ESTABLISHMENTS OR TATTOO AND PIERCING PARLORS, MARIJUANA GROW AND SALE FACILITIES AND HEAD SHOPS (OR THE DISPENSING, STORING OR PROVIDING CONSULTING OR ADVICE PRIMARILY REGARDING MARIJUANA).

MINIMUM SETBACKS, MAXIMUM BUILDING HEIGHT AND PERCENT OF BUILDING COVERAGE

- MAXIMUM BUILDING HEIGHT 70 FEET
- MAXIMUM LOT COVERAGE 40%

- MINIMUM SETBACK TO PROPERTY LINE:
  - FEDERAL BOULEVARD 6'
  - W. 71ST AVENUE 0'
  - N. GROVE STREET 2'
  - CRAFT WAY 49'
- NO DETENTION PONDS OR PARKING PERMITTED IN SETBACK

- MINIMUM LANDSCAPE BUFFER FROM PROPERTY LINE TO BACK OF CURB:
  - FEDERAL BOULEVARD 18'
  - W. 71ST AVENUE 15'
  - N. GROVE STREET 15'
  - CRAFT WAY 23'

EXISTING UTILITY LINES AND FACILITIES SERVING PROPERTY

- WATER: CRESTVIEW DOMESTIC WATER MAINS RUN WITHIN N. GROVE STREET; W. 71ST AVE. AND FEDERAL BLVD.; A 12" WESTMINSTER WATER MAIN RUNS WITHIN W. 71ST AVE; AND A 6" WESTMINSTER WATER MAIN RUNS WITHIN N. GROVE ST. HYDRANTS ARE LOCATED AT THE W. 71ST AVE. AND FEDERAL BLVD. INTERSECTION; W. 71ST AVE. AND N. GROVE ST. INTERSECTION; AND CRAFT WAY AND N. GROVE ST. INTERSECTION.
- SANITARY SEWER: BOTH CRESTVIEW AND 8" WESTMINSTER SANITARY SEWER MAINS RUN WITHIN W. 71ST AVE. THERE IS ALSO AN 8" WESTMINSTER SANITARY MAIN RUNNING WITHIN N. GROVE ST.
- STORM SEWER: THIS PROJECT WILL TIE INTO THE PROPOSED STORM SEWER TO BE CONSTRUCTED IN THE FUTURE GROVE STREET SOUTH OF W. 71ST AVE.
- ELECTRIC: OVERHEAD ELECTRIC AND TELEPHONE LINES RUN SOUTH FROM THE CITY INN THROUGH THE SITE. THE SIZE IS UNKNOWN.
- GAS; GAS LINES RUN WITHIN W. 71ST AVE. AND N. GROVE ST.

EXISTING EASEMENTS AND RIGHT-OF-WAY

- EXISTING W. 71ST AVE. ROW IS 50'
- EXISTING N. GROVE ST. ROW IS 50'
- PER THE ALTA SURVEY THERE ARE NO EASEMENTS ENCROACHING ON THE PROPERTY.

ROW SUMMARY TABLE:

ROADWAY	EXISTING ROW WIDTH (FT)	PROPOSED ROW WIDTH (FT)	PROPOSED ROW DEDICATION (FT)
GROVE STREET	48' 6"	70'	10' 7"
71ST AVE	56' 8"	81'	12' 1"
CRAFT WAY	0'	50'	50'
FEDERAL BLVD	100'	111.6'	11.6'

DRAINAGEWAYS AND DETENTION FACILITIES

- REGIONAL DETENTION IS LOCATED NEAR THE LITTLE DRY CREEK AND N. GROVE STREET. THIS PROJECT WILL TIE INTO THE EXISTING INFRASTRUCTURE AT THAT LOCATION.
- LITTLE DRY CREEK IS THE NEAREST MAJOR DRAINAGEWAY.

TRANSPORTATION

THE SITE WILL BE SERVED BY CRAFT WAY TO THE NORTH, FEDERAL BOULEVARD TO THE EAST, W. 71ST AVENUE TO THE SOUTH AND N. GROVE STREET TO THE WEST. THE W. 71ST AVENUE & FEDERAL BOULEVARD INTERSECTION WILL BE CONVERTED TO A THREE-QUARTER INTERSECTION, WITH NO LEFT TURNS FROM W. 71ST AVENUE TO FEDERAL BOULEVARD IN THE FUTURE. THE SITE IS ACCESSED BY ONE ENTRANCE OFF OF W. 71ST AVENUE TO THE SOUTH AND ONE ENTRANCE OFF OF (FUTURE) CRAFT WAY TO THE NORTH WHICH WILL BE EXTENDED EAST ACROSS GROVE STREET TO A POINT EAST OF THE DRIVEWAY ACCESS TO THE PROJECT. THE CITY OF WESTMINSTER HAS COMMITTED TO CONSTRUCTING THE EXTENSION OF CRAFT WAY.

SIGNAGE

SIGNS PERMITTED IN THIS DEVELOPMENT SHALL BE ALL SIGNS THAT ARE PERMITTED PURSUANT TO SECTIONS 11-11-4, 11-11-6 AND 11-11-7, W.M.C.

ARCHITECTURAL CHARACTER

THE ARCHITECTURAL DESIGN IS AIMED TO SET AN EXAMPLE OF SIMPLE SYSTEM ARCHITECTURE REFLECTED BY CAREFUL IMPLEMENTATION. A MASONRY FAÇADE ON THE CORNER OF FEDERAL BOULEVARD ENHANCES THE CONTEMPORARY ARCHITECTURAL APPROACH THAT DEFINES FEDERAL BOULEVARD AND W. 71ST AVENUE. ALONG GROVE STREET TO THE WEST, 2-STORY LOFT UNITS CONTINUE THE SMALLER SCALE RESIDENTIAL EDGE OF THE BUILDING.

EXTERIOR MATERIALS AND COLORS ARE THOUGHTFULLY SELECTED TO COMPLEMENT EACH OTHER AS WELL AS THE OVERALL DESIGN. THESE MATERIALS INCLUDE: MASONRY BRICK VENEER (2 DIFFERENT COLORS), STUCCO (2 DIFFERENT COLORS), FLAT-LOCK METAL PANEL SYSTEM, FIBER CEMENT CLADDING ACCENT (2 DIFFERENT COLORS) AND FIBER CEMENT PANELS ON THE COURTYARD FACADES.

LANDSCAPE, STREETSCAPE AND IRRIGATION

PROPOSED LANDSCAPE IMPROVEMENTS WILL PROMOTE OUTDOOR ACTIVITY AND YEAR ROUND INTEREST THROUGH THE USE OF STREET FURNITURE, SCREENING AND ENHANCEMENT WHERE APPROPRIATE, AND OUTDOOR AMENITIES FOR RESIDENT USE. MATERIALS AND COLORS WILL RELATE CLOSELY TO THE ARCHITECTURE. PLANTING BED AND TREES WILL ENHANCE PEDESTRIAN WALKWAYS, FUNCTIONING AS BUFFERS FROM ROADWAYS AND SCREENING. PLANTING WILL PRIMARILY BE LOW WATER DEMAND, NATIVE OR ADAPTED SPECIES. PLANTS WILL BE LOCATED AND GROUPED BY HYDROZONE.

STREETSCAPE TREATMENT WILL VARY WHERE BUILDING FRONTAGE VARIES BETWEEN RESIDENTIAL AND COMMERCIAL USES. 71ST AVENUE STREETSCAPE WILL GENERALLY FOLLOW THE WESTMINSTER STATION TOD AREA GUIDELINES FOR A TRANSIT STREET. SIMILARLY, GROVE STREET STREETSCAPE WILL FOLLOW THE LOCAL RESIDENTIAL STREETSCAPE TEMPLATE. PERIMETER TREE PLANTING, SOFT AND HARD LANDSCAPE TREATMENTS WILL BE PROVIDED THROUGHOUT THE COMMUNITY AS SPACE ALLOWS.

VIEW CORRIDORS

ROADWAYS ADJACENT TO THE PROPERTY ARE NOT IDENTIFIED AS VIEW CORRIDORS PER THE CITY OF WESTMINSTER COMPREHENSIVE PLAN. THE SITE GENERALLY SLOPES FROM NORTH TO SOUTH AND LONG VIEWS INTO DOWNTOWN DENVER MAY EXIST ON THE UPPER LEVELS OF THE BUILDING.

NORRIS DESIGN
Planning | Landscape Architecture

1101 Bannock Street
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Designed By: J. MORRISON Checked By: W. BIRCHLER

ALTO

NOTES

Date: 03/18/2015
Job No.: 0452-01-1-02

2

Sheet 2 of 4

PRELIMINARY DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SCHOOL DEDICATION

THE DEDICATION OF LAND FOR A SCHOOL SITE OR A FEE IN LIEU OF DEDICATING A SCHOOL SITE SHALL BE PROVIDED PER CITY OF WESTMINSTER CODE.

PARK DEVELOPMENT FEES

PARK DEDICATION FEES SHALL BE PROVIDED PER CITY OF WESTMINSTER CODE:

PUBLIC LAND DEDICATION:

PUBLIC LAND DEDICATION IS REQUIRED FOR RESIDENTIAL DEVELOPMENTS IN THE CITY. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, NOT WITHSTANDING THE REQUIREMENTS OF SECTION 11-6-8(B)(4) W.M.C., THE CITY COUNCIL HAS DETERMINED THAT IT IS IN PUBLIC INTEREST TO PERMIT THE OWNER OR ITS SUCCESSORS TO MAKE A CASH DEPOSIT IN LIEU OF DEDICATION OF LAND TO THE CITY IN AN AMOUNT THAT IS AGREED UPON AND FIXED AS THREE DOLLARS AND NO/100 ($3.00) PER SQUARE FOOT, WHICH AMOUNT SHALL BE INCREASED ANNUALLY COMMENCING IN 2016 BY THE CPI FOR THE DENVER METRO AREA, ALL ITEMS. THE AMOUNT OF THE FEE IS DETERMINED BY THE NUMBER OF UNITS AND PROJECTED POPULATION THAT WILL BE FIXED AT THE TIME OF INDIVIDUAL ODP SUBMITTAL. THE CASH IN LIEU PAYMENT IS DUE AND PAYABLE PRIOR TO THE RECORDATION OF ANY PLAT FOR AN INDIVIDUAL ODP OR ISSUANCE OF ANY BUILDING PERMIT, WHICHEVER OCCURS FIRST.

SPECIAL CONDITIONS AND RESTRICTIONS:

APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN CONSTITUTES A CONCEPT APPROVAL OF THE PLAN SUBJECT TO THE ABILITY OF THE CITY OF WESTMINSTER OR THE LAND OWNER TO PROVIDE NECESSARY SERVICES. DUE TO SERIOUS SHORT-RANGE AND LONG-RANGE LIMITATIONS ON THE RAW WATER SUPPLY, WATER TREATMENT CAPACITY, AND SEWAGE TREATMENT CAPACITY OF THE CITY, DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN MAY NOT BE POSSIBLE. APPROVAL OF THIS PLAN IMPLIES NO COMMITMENT OF THE CITY OF WESTMINSTER TO PROVIDE SERVICES. THE CITY OF WESTMINSTER ADVISES AGAINST DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN WITHOUT A THOROUGH INVESTIGATION BY THE DEVELOPER OF THE AVAILABILITY OF WATER AND SEWER SERVICE AT THE TIME OF SUCH DEVELOPMENT.

STANDARD STATEMENT FOR ALL NON-RESIDENTIAL USES:

LAND USE PERFORMANCE STANDARD: THE LAND USES LISTED AS PERMITTED ON THE PRELIMINARY DEVELOPMENT PLAN (P.D.P.) SHALL BE SUBJECT TO FINAL REVIEW AND APPROVAL AT THE TIME OF OFFICIAL DEVELOPMENT PLAN (O.D.P.) APPROVAL, WITH SAID REVIEW TO INCLUDE THE LOCATION AND NUMBER OF SUCH ESTABLISHMENTS AND THE ACCEPTABILITY OF THE SITE PLAN WITH ACCEPTABLE HEIGHTS, BULK, SETBACKS, AND OPEN SPACE STANDARDS; PLUS THE ARCHITECTURAL DESIGN, THE LANDSCAPING PLAN, AND OTHER TERMS AND CONDITIONS AS ARE STANDARD IN THE REVIEW OF OFFICIAL DEVELOPMENT PLANS.

STANDARD STATEMENT FOR ALL RESIDENTIAL USES:

LAND USE PERFORMANCE STANDARD: THE DENSITIES LISTED AS PERMITTED ON THE PRELIMINARY DEVELOPMENT PLAN (P.D.P.) SHALL BE CONSIDERED AS A MAXIMUM AND SHALL BE SUBJECT TO FINAL REVIEW AND APPROVAL AT THE TIME OF OFFICIAL DEVELOPMENT PLAN (O.D.P.) APPROVAL, WITH SAID REVIEW TO INCLUDE THE ACCEPTABILITY OF THE SITE PLAN WITH ACCEPTABLE HEIGHTS, BULK, SETBACKS, AND OPEN SPACE STANDARDS; PLUS THE ARCHITECTURAL DESIGN, THE LANDSCAPING PLAN, AND OTHER TERMS AND CONDITIONS AS ARE STANDARD IN THE REVIEW OF OFFICIAL DEVELOPMENT PLANS.

PUBLIC SERVICES:

SCHOOLS:
ADAMS COUNTY
SCHOOL DISTRICT 50

WESTMINSTER
ELEMENTARY SCHOOL
7482 IRVINE STREET
WESTMINSTER, CO 80030

SCOTT CARPENTER
MIDDLE SCHOOL
7001 LIPAN STREET
DENVER, CO 80221

HIDDEN LAKE
HIGH SCHOOL
7300 LOWELL BOULEVARD
WESTMINSTER, CO 80030

PUBLIC TRANSPORTATION:

RTD BUS ROUTE 31
(PICK UP AT W. 72ND AVE. & FEDERAL BLVD. AND N. GROVE ST. AND W. 71ST AVE.)
TO WESTMINSTER CENTER PARK-N-RIDE

RTD BUS ROUTE 72 & 72W
(PICK UP AT W. 72ND AVE & FEDERAL BLVD.)
TO U.S. 85 & 72ND AVE. PARK-N-RIDE)

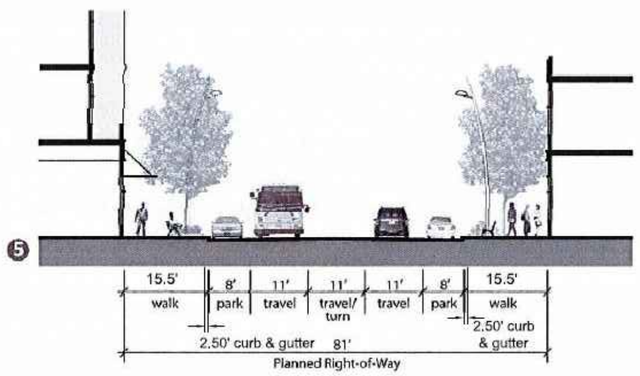
FUTURE NORTHWEST
COMMUTER RAIL STATION
(PICK UP AT W. 69TH AVE & IRVING ST.)

FIRE DEPARTMENT:

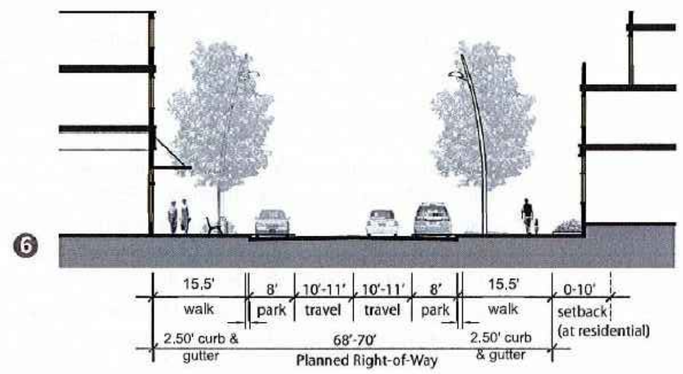
WESTMINSTER FIRE DEPT. STATION #1
3948 W. 73RD AVENUE
WESTMINSTER, COLORADO 80030

SHOPPING AREAS:

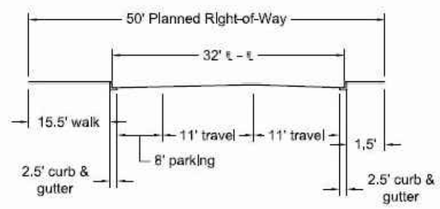
WESTMINSTER PLAZA SHOPPING CENTER
74TH
WESTMINSTER, COLORADO 80030



W. 71ST AVE. & STREETSCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
NTS



N. GROVE STREET & STREESCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
NTS



CRAFT WAY STREET & STREETSCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
(SUBJECT TO FURTHER DESIGN / CONSTRUCTION BY CITY OF WESTMINSTER OR OTHERS, MAINTENANCE IS THE RESPONSIBILITY OF ALTO)
NTS

NORRIS DESIGN
Planning | Landscape Architecture

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Denver, Colorado 80204
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ALTO

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PRELIMINARY DEVELOPMENT PLAN

ALTO

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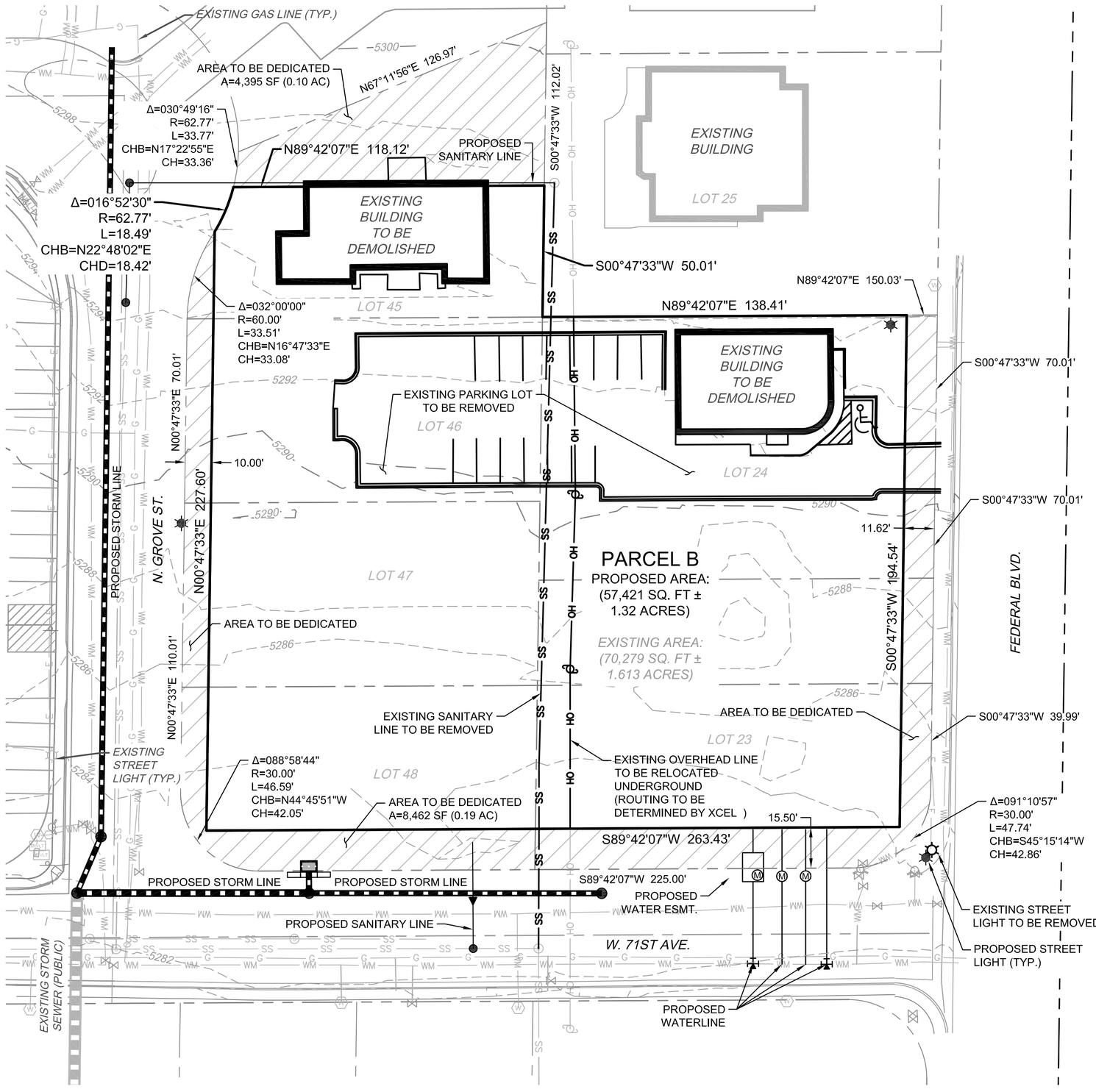
SHEET 4 OF 4



LEGEND:

- PROPERTY LINE
- 5820 — EXISTING 5' CONTOUR
- 5821 — EXISTING 1' CONTOUR
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- EXISTING STORM LINE
- EXISTING STORM INLET
- PROPOSED SANITARY SEWER W/ MANHOLE
- SS — EXISTING SANITARY SEWER W/ MANHOLE
- PROPOSED WATERLINE & VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- WM — EXISTING WATERLINE & VALVE
- WM — EXISTING FIRE HYDRANT
- G — EXISTING GAS LINE
- T — EXISTING TELEPHONE LINE
- E — EXISTING ELECTRIC LINE
- CATV — EXISTING CABLE TV LINE
- OH — EXISTING OVERHEAD LINE
- FO — EXISTING FIBER OPTIC LINE
- I — EXISTING IRRIGATION LINE
- SC — EXISTING SPRINKLER CONTROL
- EXISTING LIGHT POLE
- AREA TO BE DEDICATED

0 15 30 60

SCALE: 1" = 30'
ORIGINAL GRAPHIC SCALE

JANSEN STRAWN
CONSULTING ENGINEERS

45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 $\frac{1}{2}$" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	Description of Revisions	Date	By
3	PDP RESUBMITTAL	11/18/15	TLS
2	TECHNICAL SUBMITTAL	09/24/15	TLS
1	PDP RESUBMITTAL	07/15/15	TLS

Designed By: J. MORRISON
Checked By: W. BIRCHLER

ALTO

SITE PLAN

Date: 03/18/2015
Job No.: 0452-01-1-02

4

Sheet 4 of 4

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 30

LEGAL DESCRIPTION:

PARCEL B

PARCEL I:
LOTS OR PLOTS 47 AND 48, AND THE SOUTH 70 FEET OF LOT OR PLOT 23,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO

PARCEL II:
THE NORTH 40 FEET OF LOT 23 AND THE SOUTH 30 FEET OF LOT 24,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO.

PARCEL III:
LOT 45,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO.
COMMITMENT NO: 451-H0407123-266-NCS

PARCEL D
LOT 46 AND THE NORTH 70 FEET OF LOT 24,
FEDERAL VIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO.
COMMITMENT NO: 451-H0407120-266-NCS

TOTAL SITE ACREAGE = 1.613 ACRES

PROJECT CONCEPT

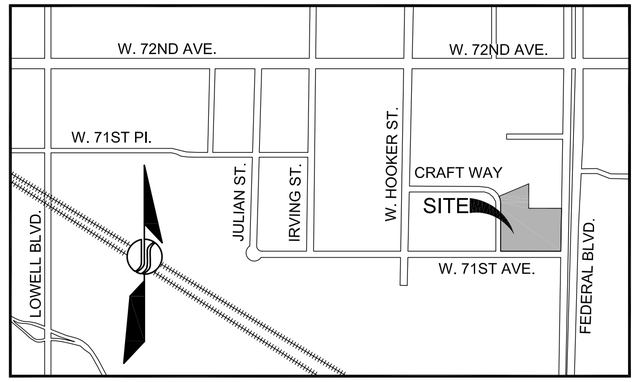
ALTO IS LOCATED WITHIN THE 135-ACRE STATION AREA NORTH OF THE FUTURE WESTMINSTER STATION AND A ¼ MILE NORTH OF THE FUTURE 40-ACRE LITTLE DRY CREEK PARK. THE SITE IS BOUND BY THE FUTURE RIGHT-OF-WAY FOR CRAFT WAY TO THE NORTH, FEDERAL BOULEVARD TO THE EAST, W. 71ST AVENUE TO THE SOUTH, AND N. GROVE STREET TO THE WEST.

ALTO PROJECT WILL BE A MIXED-USE AND MIXED-INCOME RESIDENTIAL DEVELOPMENT PROVIDING HEALTHY LIVING, AND SUSTAINABLE DESIGN THAT PRIORITIZES PEDESTRIANS, ACTIVITY, OUTDOOR AMENITIES AND OFFERS COMMERCIAL SPACE. THE PROJECT IS ENVISIONED TO BE A CATALYST PROJECT FOR THE WESTMINSTER STATION AREA AND A MODEL FOR MIXED-INCOME AND TRANSIT ORIENTED RENTAL HOUSING. FUTURE RESIDENTS WILL BE DRAWN TO THE ARCHITECTURAL QUALITY, AMENITIES THAT ENHANCE LIVABILITY AND THE CONVENIENCE OF LIVING NEAR TRANSIT AND THE SURROUNDING SERVICES OF SOUTH WESTMINSTER. COMMERCIAL AND LIFESTYLE OFFICE IS ENVISIONED FOR THE GROUND FLOOR ALONG 71ST AVENUE AND WILL INCLUDE OFFICE SPACE THAT IS FLEXIBLE, TECHNOLOGICALLY PROGRESSIVE, INTEGRATED WITH OUTDOOR OPPORTUNITIES AND DESIGNED TO ACCOMMODATE MULTIMODAL COMMUTERS. THIS FLEXIBILITY WILL ALLOW THE COMMERCIAL SPACE TO BE UTILIZED BASED ON CHANGING MARKET DEMANDS IN THE AREA. STRUCTURED PARKING, INDOOR AND OUTDOOR SECURED BIKE PARKING AND STREETSCAPE IMPROVEMENTS ALONG 71ST AVENUE AND GROVE STREET WILL SERVE RESIDENTS, EMPLOYEES AND VISITORS. SITE ACCESS POINTS ARE LOCATED ON 71ST AVENUE AND FROM CRAFT WAY, WHICH WILL BE EXTENDED EAST ACROSS GROVE STREET TO A POINT EAST OF THE DRIVEWAY ACCESS TO THE PROJECT. THE CITY OF WESTMINSTER HAS COMMITTED TO CONSTRUCTING THE EXTENSION OF CRAFT WAY EAST FROM GROVE TO THE MIDBLOCK BETWEEN GROVE AND FEDERAL BOULEVARD.

AS PROPOSED, THE NORTHWEST CORNER OF 71ST AVENUE AND FEDERAL BOULEVARD WILL BE DESIGNED WITH THREE STORIES OF RESIDENTIAL APARTMENTS ABOVE TWO STORIES OF COMMERCIAL/OFFICE SPACE THAT CREATE A STRONG ARCHITECTURAL FOCAL POINT AND ENTRANCE TO THE STATION AREA. 71ST AVENUE WILL HAVE COMMERCIAL/OFFICE ON THE GROUND FLOOR FROM FEDERAL BLVD. TO GROVE STREET WITH TWO AND FOUR STORIES OF RESIDENTIAL ABOVE. THE 71ST AVENUE STREETSCAPE WILL INCLUDE STREET TREES AND A BUILDING EDGE THAT IS ORIENTED TO THE PEDESTRIAN AND INCLUDES OUTDOOR SEATING. AS PROPOSED, A PEDESTRIAN CUT-THROUGH TO SECOND LEVEL PARKING AND A SECOND STORY COMMERCIAL AREA WILL ADD EMPHASIS AND INCREASE WAYFINDING TO AN ALREADY VISIBLE AND VIBRANT ENTRANCE ON 71ST AVENUE. ON GROVE STREET, THE COMMERCIAL SPACE WILL TURN THE CORNER TO ACTIVATE THE SIDEWALK AND THE ARCHITECTURE WILL CREATE A CORNER THAT OFFERS GROUND FLOOR AND UPPER LEVEL OUTDOOR COMMUNITY SPACE WITH DIRECT VIEWS TO TRANSIT, LITTLE DRY CREEK PARK AND MOUNTAINS TO THE WEST AND SOUTHWEST. INDOOR AND OUTDOOR LIVING AND WORK SPACE WILL KEEP EYES ON THE STREET AND OFFER MANY OPPORTUNITIES FOR SOCIAL INTERACTION. THE ARCHITECTURE ON GROVE STREET WILL TRANSITION THE BUILDING WITH DIFFERENCES IN USE, SCALE AND THE PUBLIC RIGHT-OF-WAY. THE BUILDING HEIGHT TRANSITIONS FROM FIVE STORIES AT THE CORNER OF FEDERAL AND 71ST AVENUE TO 2 STORIES AT THE NORTHWEST PROPERTY CORNER ON GROVE CREATING DIFFERENTIATED AND APPROPRIATELY SCALED ARCHITECTURAL VARIATION ALONG EACH STREET SURROUNDING THE PROPERTY.

AS CONCEPTUALIZED, PARKING WILL BE CONCEALED IN TWO SEPARATE STRUCTURED PARKING LOTS. ONE WILL BE ACCESSED FROM 71ST AVENUE AT GROUND LEVEL BECOMING SUB-SURFACE TO THE NORTH. THE SECOND LOT WILL BE ACCESSED FROM THE WESTERN HALF OF CRAFT WAY AT GRADE TRANSITIONING TO STRUCTURED PARKING TO THE SOUTH THAT IS ABOVE THE FIRST LOT AND IS LINED WITH COMMERCIAL AND RESIDENTIAL USES TO THE EAST, SOUTH AND WEST. THERE WILL BE NO VEHICULAR CONNECTIONS BETWEEN THE TWO PARKING LOTS BECAUSE OF THE GRADE CHANGES. A PEDESTRIAN ACCESS FROM 71ST AVENUE WILL CONNECT PEDESTRIANS TO BOTH PARKING LEVELS.

IN JULY, 2015, THIS PROJECT CONCEPT WAS AWARDED A 9% LOW INCOME HOUSING TAX CREDIT BY THE COLORADO HOUSING FINANCE AUTHORITY.



VICINITY MAP
1" = 2000'

CITY APPROVAL:

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER

THIS _____DAY OF _____, 20__.

_____
MAYOR

_____
ATTEST: CITY CLERK (SEAL)

ALTO PARKING CALCULATION

	UNIT		SP/UNIT	REQ'D PKG
STUDIO	0	0.0%	1	0.0
1 BR - 720 SF	25	18.4%	1	25.0
2 BR - 1,050 SF	40	29.4%	1.5	60.0
3 BR - 1,350 SF	5	3.7%	1.5	7.5
3 BR TH	0	0.0%	1.5	0.0
TOTAL RES UNITS	**70**			**92.5**
OFFICE	**18,750**		1/300 SF	**62.5**

HEATED SF	
LEVEL 1	12,050
LEVEL 2	26,050
LEVEL 3	29,150
LEVEL 4	24,050
LEVEL 5	19,920
TOTAL	**111,220**

LAND USE REDUCTION		**WEEKDAY**				**WEEKEND**				**NIGHT TIME**	
		6AM - 6PM		6PM-12AM		6AM - 6PM		6PM-12AM		12AM - 6AM	
RESIDENTIAL	92.5	*-40%*	55.5	*-10%*	83.3	*-20%*	74.0	*-10%*	83.3	*0%*	92.5
OFFICE	62.5	*0%*	62.5	*-90%*	6.3	*-90%*	6.3	*-95%*	3.1	*-95%*	3.1
		118.0		89.5		80.3		86.4		95.6	

TOTAL REQUIRED PARKING SPACES (HIGHEST NUMBER FROM CALCULATION TABLE) 118.0

AVAILABLE ON-SITE PARKING LOWER LEVEL	**77**
UPPER LEVEL	**46**
TOTAL AVAILABLE ON-SITE PARKING:	**123**

NOTE:
1. PARKING REQUIREMENST WERE MODIFIED FROM THE REQUIREMENTS IDENTIFIED IN WMC 11-7-4-B IN CONFORMANCE WITH SUBMITTED PARKING BENCHMAKRS FOR A MIXED-USE AFFORDABLE HOUSING DEVELOPMENT ADJACENT TO TRANSIT STATIONS. NO GUEST PARKING WAS REQUIRED.
2. CALCULATIONS DO NOT INCLUDE THE ADJACENT ON-STREET PARKING SPACES OR THE 48 BICYCLE PARKING SPACES.

SURROUNDING ZONING, LAND USES & COMP PLAN (WITHIN 300' OF BOUNDARY)			
	ZONING	LAND USE	COMP PLAN
NORTH	B-1 / C-1	RETAIL COMMERCIAL	MIXED USE CENTER
EAST	M-1 / PUD / B-1	LIGHT INDUSTRIAL	MIXED USE CENTER
SOUTH	M-1 / B-1	VACANT	TMUND
WEST	M-1 / C-1	LIGHT INDUSTRIAL	MIXED USE CENTER

SHEET INDEX:

1 COVER SHEET AND NOTES
2 NOTES
3 SITE PLAN
4 GRADING PLAN
5 UTILITY PLAN
6 LANDSCAPE NOTES
7-8 LANDSCAPE PLANS
9 HYDROZONE PLAN
10 PLANT SCHEDULE
11-15 LANDSCAPE DETAILS
16 LANDSCAPE ENLARGEMENT
17-28 ARCHITECTURAL ELEVATIONS
29-30 PHOTOMETRIC PLANS

OWNER APPROVAL:

I, _____, AS _____ OF _____,

PROPERTY OWNER, DO SO APPROVE THIS ODP FOR REVIEW AND

APPROVAL BY THE CITY OF WESTMINSTER THIS _____DAY OF _____, 20__.

_____ _____
SIGNATURE TITLE

CLERK AND RECORDER'S CERTIFICATE:

_____
RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO ON THIS

_____DAY OF _____, 20__,

AT ___:____ O'CLOCK __.M.

_____
ADAMS COUNTY CLERK AND RECORDER

_____
BY: DEPUTY CLERK (SEAL)

OWNER:
DONALD MAY
ADAMS COUNTY
HOUSING AUTHORITY
7190 COLORADO BLVD,
COMMERCE CITY, CO 80022
P:(303)227-2075

DEVELOPER:
KIMBALL CRANGLE
GORMAN & COMPANY, INC.
1060 BANNOCK STREET,
SUITE 305
DENVER, CO 80204
P: (303)887-2707

ARCHITECT:
REZAN PRANANTA
SHEARS ADKINS ROCKMORE
1550 WYNKOOP ST.
SUITE 100
DENVER, CO 80202
P: (303)350-4966

ENGINEER:
CHRIS STRAWN
JANSEN STRAWN CONSULTING ENGINEERS
45 W. 2ND AVE
DENVER, COLORADO 80223
P:(303)561-3333

ENTITLEMENTS:
WENDI BIRCHLER
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, CO 80204
P:(303)892-1166

PLANNER:
RENEE MARTINEZ-STONE
PERSPECTIVE 3
3037 JULIAN STREET
DENVER, COLORADO 80211
P:(303)458-6314

LANDSCAPE ARCHITECT:
JOHN BIRKEY
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, CO 80204
P:(303)892-1166

BUILDING USE TABLE:

TYPE OF BUILDING USE	AREA
COMMERCIAL OFFICE	18,750
RESIDENTIAL	85,600
TOTAL	104,350

JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:
ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 ¼" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

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No.	Description of Revisions	Date	By
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2	TECHNICAL ODP RESUBMITTAL	09/24/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: T. SWAN
Checked By: C. STRAWN

ALTO

COVER SHEET & NOTES

Date: 03/18/2015
Job No.: 15020

1

Sheet 1 of 30

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

STANDARD STATEMENTS

1. WATER AND SEWER WILL BE PROVIDED IN ACCORDANCE WITH SECTION 7.6 OF THE FINAL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY.
2. COVERED BY THE ODP, CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO, WILL CONVEY TO THE CITY ALL RIGHTS TO NON-TRIBUTARY WATER UNDERLYING THIS PROJECT, AS WELL AS EASEMENTS FOR THE ACQUISITION OF SUCH WATER.
3. STORM DRAINAGE WILL BE IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY AND CITY STANDARDS.
4. UTILITIES WILL BE INSTALLED IN ACCORDANCE WITH THE APPROVED UTILITIES STUDY AND CITY STANDARDS.
5. VEHICULAR ACCESS AND CIRCULATION FACILITIES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED TRAFFIC STUDY, THE OFFICIAL CITY CODE, AND POLICIES OF THE CITY.
6. PUBLIC STREET LIGHTS WILL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STREETLIGHT STANDARDS, IN EFFECT AT THE TIME OF STREETLIGHT DESIGN AND INSTALLATION, AND INSTALLED AT THE DEVELOPER'S COST. OWNERSHIP OF THE STREETLIGHTS SHALL NOT BE TRANSFERRED TO ANY ENTITY, EXCEPT THE CITY OF WESTMINSTER, UNLESS THE CITY AUTHORIZES THE TRANSFER TO ANOTHER ENTITY IN WRITING.
7. ALL EASEMENTS SHOWN ON THIS OFFICIAL DEVELOPMENT PLAN (O.D.P.) ARE FOR UTILITY PURPOSES AND OTHER USES SHOWN. FOR THE PURPOSE OF THIS O.D.P., UTILITIES ARE DEFINED AS WATER, SEWER, DRAINAGE, TELEPHONE, GAS, ELECTRICITY, CABLE TELEVISION, AND NEIGHBORHOOD MAILBOX UNITS.
8. ALL PRIVATE DRIVES AND PARKING AREAS SHALL BE CONSTRUCTED USING A MINIMUM OF THREE (3) INCHES OF ASPHALT PAVEMENT AND SIX (6) INCHES OF BASE COURSE. PRIVATE DRIVES AND PARKING AREAS IN WHICH UTILITY EASEMENTS ARE LOCATED, AND ALL FIRE LANES AND EMERGENCY ACCESS DRIVES, SHALL BE CONSTRUCTED USING A MINIMUM OF FOUR (4) INCHES OF ASPHALT PAVEMENT AND EIGHT (8) INCHES OF BASE COURSE OR FULL DEPTH OF ASPHALT PAVEMENT EQUIVALENT.
9. ALL PUBLIC WATER, STORM SEWER, AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN THE PUBLIC R.O.W. OR UTILITY EASEMENTS SHALL BE MAINTAINED BY THE CITY OF WESTMINSTER PUBLIC WORKS DEPARTMENT. THE CITY IS NOT RESPONSIBLE FOR REPAIRING OR REPLACING ANY PAVEMENT, CURB AND GUTTER, LANDSCAPE, OR ANY OTHER PRIVATE PUBLIC IMPROVEMENTS WITHIN UTILITY EASEMENTS THAT ARE DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.
10. WATER CONSERVATION MEASURES, FEATURES, AND STANDARDS SHALL BE PROVIDED IN ACCORDANCE WITH TITLE XI, CHAPTER 3, OF THE CITY CODE.
11. ALL EXISTING AND PROPOSED UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS SHALL BE INSTALLED UNDERGROUND BOTH WITHIN AND ADJACENT TO THE SUBDIVISION OR DEVELOPMENT.
12. ALL SIGNAGE SHALL BE IN CONFORMANCE WITH THE WESTMINSTER MUNICIPAL CODE.
13. NO TEMPORARY OR PERMANENT ACCESS SHALL BE ALLOWED AT REAR OR SIDE PROPERTY LINES, WHEN ADJACENT TO PUBLIC LANDS, EITHER EXISTING OR LAND TO BE DEDICATED AS PART OF THE DEVELOPMENT PROJECT.
14. TEMPORARY OR PERMANENT FENCING SHALL BE INSTALLED ON THE PRIVATE SIDE OF THE PROPERTY LINE ADJACENT TO ANY PUBLIC LANDS, EITHER EXISTING OR LAND TO BE DEDICATED AS PART OF THE DEVELOPMENT PROJECT, PRIOR TO ANY CONSTRUCTION AND GRADING ACTIVITY. TEMPORARY FENCING IS TO BE MAINTAINED UNTIL PERMANENT FENCING IS INSTALLED. PUBLIC LAND SHALL NOT BE DISTURBED.
15. DURING THE CONSTRUCTION PROCESS, THE DEVELOPER AND/OR BUILDER WILL PROVIDE EMERGENCY ACCESS ROADWAYS TO WITHIN 150' OF ALL BUILDINGS AND STRUCTURES, PRIOR TO WALL CONSTRUCTION OR WHEN COMBUSTIBLES ARE BROUGHT ON SITE. ANY TEMPORARY ACCESS WILL BE CONSTRUCTED USING A MINIMUM OF EIGHT (8) INCHES OF BASE COURSE AND A SUFFICIENT AMOUNT OF "ALL-WEATHER" SURFACE MATERIAL THAT WILL SUPPORT THE LOAD OF FIRE APPARATUS.
16. NO ACCESS WILL BE ON PUBLIC LANDS.
17. DEVELOPER AND BUILDER SHALL PATROL ON A WEEKLY BASIS ANY PUBLIC LAND ADJACENT TO THE DEVELOPMENT, DURING THE CONSTRUCTION PROCESS, AND REMOVE CONSTRUCTION DEBRIS TO KEEP THE ADJACENT LANDS CLEAN AND SAFE.
18. STORM DRAINAGE SHALL ONLY BE DISCHARGED ONTO OR ACROSS PUBLIC LAND AS DESCRIBED IN THE APPROVED DRAINAGE STUDY.
19. THE PARKING OR STORAGE OF TRUCKS, TRAILERS, OR CONTAINERS IS PROHIBITED. TRUCKS OR TRAILERS SHOULD BE IN AN ACTIVE STATE OF LOADING OR UNLOADING. ACCESSORY OUTDOOR STORAGE CANNOT OCCUR WITHIN TRUCKS OR TRAILERS.
20. THE PROJECT OWNER/DEVELOPER AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION DRAWINGS AND DOCUMENTS COMPLY WITH ALL REQUIREMENTS OF THE O.D.P. THE PROJECT OWNER/DEVELOPER SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION AND GRADING COMPLETED THAT DOES NOT COMPLY WITH THE APPROVED O.D.P. AND SHALL BE REQUIRED TO MAKE ALL MODIFICATIONS NECESSARY TO BRING THE PROJECT IN COMPLIANCE WITH THE O.D.P.
21. ALL WATER FEATURES, SUCH AS FOUNTAINS SHOWN ON THIS O.D.P. MUST BE FUNCTIONAL AND OPERATE ANNUALLY - AT LEAST FROM MAY 1 THROUGH SEPTEMBER 30.
22. CITY WILL INSTALL, AT DEVELOPER'S EXPENSE, ALL TRAFFIC CONTROL DEVICES REQUIRED, INCLUDING STREET NAME SIGNS.
23. OUTSIDE DISPLAY, STORAGE, OR SALE OF MERCHANDISE ON A PERMANENT, TEMPORARY, OR SEASONAL BASIS IS PROHIBITED.
24. ALL ROOFTOP EQUIPMENT SHALL BE SCREENED TO ITS FULL HEIGHT.
25. ALL SITE LIGHTING WILL BE DIRECTED DOWNWARD. THERE WILL BE NO OFF-SITE GLARE ALLOWED.
26. ANY NEW FACILITY OR MODIFICATIONS TO AN EXISTING FACILITY RESULTING IN ADDITIONAL WATER FIXTURE UNITS, IRRIGATION WATER DEMAND OR CHANGE IN WATER USE CATEGORY WILL REQUIRE A REVIEW OF WATER USE PROJECTIONS AND MAY RESULT IN AN INCREASE IN TAP FEES. CONTACT UTILITIES PLANNING AND ENGINEER DIVISION IN THE PUBLIC WORKS DEPARTMENT FOR MORE INFORMATION.

THE FINAL PLAT FOR THIS PROJECT MUST BE SUBMITTED FOR CITY APPROVAL WITHIN TWELVE (12) MONTHS OF THE APPROVAL DATE OF THIS OFFICIAL DEVELOPMENT PLAN.

PERMITTED USES:

A. MULTI-FAMILY DWELLING UNITS (UP TO 44 DU/ACRE)
B. OFFICE, COMMUNITY ROOM(S), AND RETAIL SPACES (WITH THE EXCEPTION OF PROHIBITED USES NOTED HEREIN)
C. VERTICAL MIXED-USE OF RESIDENTIAL/COMMERCIAL

PROHIBITED USES:

PROHIBITED USES SHALL INCLUDE THE FOLLOWING TYPES OF BUSINESSES: VEHICLE REPAIR, MAINTENANCE OR RETAIL FUEL FILLING SERVICES (OR THE RENTING, LEASING OR SELLING OF OR DISPLAYING FOR THE PURPOSE OF RENTING, LEASING OR SELLING OF ANY MOTOR VEHICLE OR TRAILER), ADULT BOOK/FILM STORE OR OTHER BUSINESS THAT IS CHARACTERIZED BY AN EMPHASIS ON SEXUAL ACTIVITIES OR ADULT ENTERTAINMENT, ON-PREMISES DRY CLEANERS, CAR WASH, SPORTS BAR, HOOKAH BAR OR LOUNGE, DANCE HALL, DISCOTHEQUE, LIQUOR STORE, ALL-NIGHT CONVENIENCE STORE, PAWN SHOP, NIGHT CLUB, BAR, AN OPERATION USING HAZARDOUS MATERIALS (OTHER THAN THOSE USED IN SMALL QUANTITIES AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE ORDINARY COURSE OF PERMITTED OFFICE OR RETAIL USES), GAME PARLOR OR VIDEO ARCADE (WHICH SHALL MEAN ANY STORE CONTAINING MORE THAN FOUR ELECTRONIC GAMES), A STORE WHICH HAS THE SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF PREMISES AS ITS PRINCIPAL BUSINESS, A STORE THAT HAS THE SALE OF FIREARMS OR WEAPONS AS ITS PRINCIPAL BUSINESS, SALE OR DISTRIBUTION OF ILLEGAL DRUG PARAPHERNALIA, DRUG OR ALCOHOL TREATMENT FACILITIES OR CLINICS, ESCORT SERVICE OR DATING BUREAU, A CHECK CASHING OR PAYDAY LOAN BUSINESS, MASSAGE PARLOR, A BAIL BONDS BUSINESS, BILLIARD OR POOL HALL, ANY USE THAT EMITS NOXIOUS OR OFFENSIVE ODORS, ANY USE THAT IS ILLEGAL, INDUSTRIAL OR MANUFACTURING USES, GAMBLING OR LOTTERY ESTABLISHMENTS, ANY USE PROVIDING ABORTION OR BIRTH CONTROL INFORMATION, SALES OR SERVICES, PAROLE, JUVENILE DETENTION OR SIMILAR SERVICES, TWENTY-FOUR (24) HOUR ESTABLISHMENTS OR TATTOO AND PIERCING PARLORS, MARIJUANA GROW AND SALE FACILITIES AND HEAD SHOPS (OR THE DISPENSING, STORING OR PROVIDING CONSULTING OR ADVICE PRIMARILY REGARDING MARIJUANA).

NOTES:

UTILITY MAINTENANCE STATEMENT

ALL PUBLIC WATER, STORM SEWER, AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS SHALL BE MAINTAINED BY THE CITY OF WESTMINSTER, PUBLIC WORKS DEPARTMENT. THE CITY IS NOT RESPONSIBLE FOR REPAIRING OR REPLACING ANY PAVEMENT, CURB AND GUTTER, LANDSCAPING, OR ANY OTHER PRIVATE PUBLIC IMPROVEMENTS WITHIN UTILITY EASEMENTS THAT ARE DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

UTILITY BOXES

UTILITY BOXES ARE TO BE INSTALLED IN THE LOCATION(S) SHOWN ON THIS ODP. ANY PROPOSED REVISION TO THE LOCATION(S) SHOWN ON THIS ODP SHALL REQUIRE AN ODP AMENDMENT PRIOR TO THE INSTALLATION OF THE BOXES, AND THE CITY'S APPROVAL OF SUCH AN AMENDMENT MAY BE CONDITIONAL UPON THE PROVISION OF ADDITIONAL SCREENING (E.G. MASONRY WALL AND/OR LANDSCAPING). FAILURE TO COMPLY MAY RESULT IN THE WITHHOLDING OF A BUILDING PERMIT OR OCCUPANCY CERTIFICATE.

MAINTENANCE OF DRAINAGE IMPROVEMENTS

IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE OWNER THAT THE INSTALLATION AND/OR MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS NEEDED TO SERVE THE SITE, INCLUDING BUT NOT LIMITED TO OFFSITE STORM DRAINAGE DETENTION FACILITIES IS AND REMAINS FOREVER THE RESPONSIBILITY OF THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS AND WILL NOT BECOME THE PROPERTY OR MAINTENANCE RESPONSIBILITY OF THE CITY OF WESTMINSTER.

UTILITY EASEMENTS

THE DESIGN OF THE PROPOSED CITY UTILITY LINES AND THE WIDTH OF THEIR RESPECTIVE EASEMENTS ARE PRELIMINARY AND MAY CHANGE DURING THE CONSTRUCTION DRAWING PHASE

CITY USE TAX

CITY USE TAX FOR PUBLIC IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED FOR THE PUBLIC IMPROVEMENTS, AND CITY USE TAX FOR PRIVATE IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT. IF YOU HAVE ANY QUESTIONS REGARDING THE CITY'S USE TAX REQUIREMENTS, PLEASE CONTACT THE CITY TAX AUDITOR.

RECOVERY COSTS:

ANY SUBSEQUENTLY OCCURRING RECOVERY COSTS SHALL BE EFFECTIVE AGAINST THE DEVELOPMENT. A RECOVERY COST IS STILL VALID AGAINST A DEVELOPMENT EVEN IF IT IS UNDISCOVERED AND/OR INADVERTENTLY OMITTED FROM THE ODP.

PARK DEVELOPMENT FEE:

THE CITY CODE (§11-6-8(C)) REQUIRES A PARK DEVELOPMENT FEE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST UNIT IN ANY BUILDING. A FEE OF $*1,234* (2015*)* FEE PER DWELLING UNIT IS DUE TO THE CITY. FOR *70* DWELLINGS THE TOTAL FEE IS $86,380. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE PARK FEE IS ADJUSTED ANNUALLY IN ACCORDANCE WITH THE CONSUMER PRICE INDEX (CPI) AS ESTABLISHED FOR THE DENVER METROPOLITAN AREA

NOTES: (CONTINUED)

SCHOOL LAND DEDICATION:

THE CITY CODE (§11-6-8(F)) REQUIRES A DEDICATION OF SCHOOL LAND OR CASH IN LIEU OF LAND. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, A FEE IN LIEU OF THE LAND DEDICATION IS REQUIRED. THE CASH-IN-LIEU FEE IS A FIXED AMOUNT BASED ON THE TYPE OF UNIT AND IS DUE AT THE TIME OF FINAL PLAT. FOR MULTIFAMILY UNITS A FEE OF $112 *(2015)* FEE PER DWELLING UNIT IS DUE TO THE CITY. FOR 70 DWELLINGS THE TOTAL FEE IS $7840. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE SCHOOL FEE IS ADJUSTED ANNUALLY TO KEEP PACE WITH THE REAL ESTATE MARKET AND LAND VALUES.

PUBLIC LAND DEDICATION:

PUBLIC LAND DEDICATION IS REQUIRED FOR RESIDENTIAL DEVELOPMENTS IN THE CITY. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, NOT WITHSTANDING THE REQUIREMENTS OF SECTION 11-6-8(B)(4), W.M.C., THE CITY COUNCIL HAS DETERMINED THAT IT IS IN PUBLIC INTEREST TO PERMIT THE OWNER OR ITS SUCCESSOR TO MAKE A CASH DEPOSIT IN LIEU OF DEDICATION OF LAND TO THE CITY IN AN AMOUNT THAT IS AGREED UPON AND FIXED AS THREE DOLLARS AND NO/100 ($3.00) PER SQUARE FOOT, WHICH AMOUNT SHALL BE INCREASED ANNUALLY COMMENCING IN 2016 BY THE CPI FOR THE DENVER METRO AREA, ALL ITEMS. THE CITY CODE (11-6-8(B)) REQUIRES THE PROPOSED PROJECT TO DEDICATE 1.68 ACRES OF PLD. BASED ON THE $3 PER SQUARE FOOT MULTIPLIED BY 73,180.8 SQUARE FEET, THE CASH-IN-LIEU TOTALS IS $ *219,542*. THE CASH-IN-LIEU PAYMENT IS DUE PRIOR TO THE RECORDATION OF THE FINAL PLAT FOR THIS ODP .

THREE-YEAR REVIEW:

IN THE EVENT THE DATE OF APPROVAL OF A PROPERTY'S ODP OR ODP AMENDMENT IS MORE THAN THREE (3) YEARS OLD AND NO BUILDING PERMIT HAS BEEN ISSUED, THE ODP OR AMENDED ODP SHALL BE REQUIRED TO BE SUBMITTED FOR REVIEW AND RECONSIDERATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 11-5-13 OF THE WESTMINSTER MUNICIPAL CODE, AND ALL APPLICABLE STANDARDS PURSUANT TO CHAPTER 5 OF TITLE XI, W.M.C.

PUBLIC ART

PUBLIC ART LOCATIONS SHALL HAVE EITHER DIRECT PUBLIC ACCESS OR PERMANENT ACCESS VIA S CROSS-ACCESS EASEMENT AS DOCUMENTED ON THE ODP AND ON THE PLAT. IMPROVED ART LOCATIONS SHALL DEDICATED TO THE CITY OF WESTMINSTER OR SUCH OTHER ENTITY DESIGNATED BY THE CITY OF WESTMINSTER, EITHER THROUGH THE FILING OF THE FINAL PLAT OR DEED TRANSFER SATISFACTORY TO THE CITY, AT NO COST TO THE CITY. PUBLIC ART INSTALLED UNDER THE REQUIREMENTS DESCRIBED HEREIN SHALL BE OWNED BY THE CITY OF WESTMINSTER. IN LOCATIONS WHERE THE TYPE OF ART, SUCH AS WALL-MOUNTED MURAL, PRECLUDES SEPARATE OWNERSHIP, FACADE OR OTHER EASEMENTS SHALL BE GRANTED TO THE CITY, AT NO COST TO THE CITY, FOR THEIR PROTECTION. THE EASEMENTS SHALL BE RECORDED BY PROPERTY OWNER. AT NO COST TO THE CITY, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF WESTMINSTER. PERPETUAL MAINTENANCE RESPONSIBILITIES OF INSTALLED PUBLIC ART LOCATIONS SHALL REMAIN WITH A DEVELOPED LOT SO DEFINED IN THE APPROVED ODP. INSTALLED PUBLIC ART AND IMPROVED ART LOCATIONS SHALL BE MAINTAINED IN A CONDITION CONSISTENT WITH THAT EXISTS AT THE TIME OF INSTALLATION. SAID MAINTENANCE WILL BE A REQUIREMENT OF ONGOING SITE COMPLIANCE WITH APPROVED ODP'S, ABD SHALL BE SUBJECT TO THE SAME ENFORCEMENT MECHANISMS ASSOCIATED THEREWITH. PUBLIC ART SHALL BE APPROVED ON A OFFICIAL DEVELOPMENT PLAN AMENDMENT WITHIN 90 DAYS OF APPROVAL OF THIS ODP AMENDMENT.

ROW SUMMARY TABLE:

ROADWAY	EXISTING ROW WIDTH (FT)	PROPOSED ROW WIDTH (FT)	PROPOSED ROW DEDICATION (FT)
GROVE STREET	48' 6"	70'	10' 7"
71ST AVE	56' 8"	81'	12' 1"
CRAFT WAY	0'	50'	50'
FEDERAL BLVD	100'	111' 7"	11' 7"

LAND USE TABLE:

TYPE OF LAND USE	TOTAL ACRES	% OF TOTAL PROPERTY	MAX. GROSS DENSITY/FAR
BUILDING	0.58 AC	36%	44 DU/AC
ROW DEDICATION AREA	0.29 AC	18%	N/A
OPEN SPACE	0.13 AC	8%	N/A
LANDSCAPE	0.11 AC	7%	N/A
PARKING	0.50 AC	31%	N/A
TOTAL	1.61 AC	100.0%	

JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 $\frac{1}{2}$" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	Description of Revisions	Date	By
3	TECHNICAL ODP RESUBMITTAL	11/18/15	TLS
2	TECHNICAL ODP RESUBMITTAL	09/24/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: T. SWAN
Checked By: C. STRAWN

ALTO

NOTES

Date: 03/18/2015
Job No.: 15020

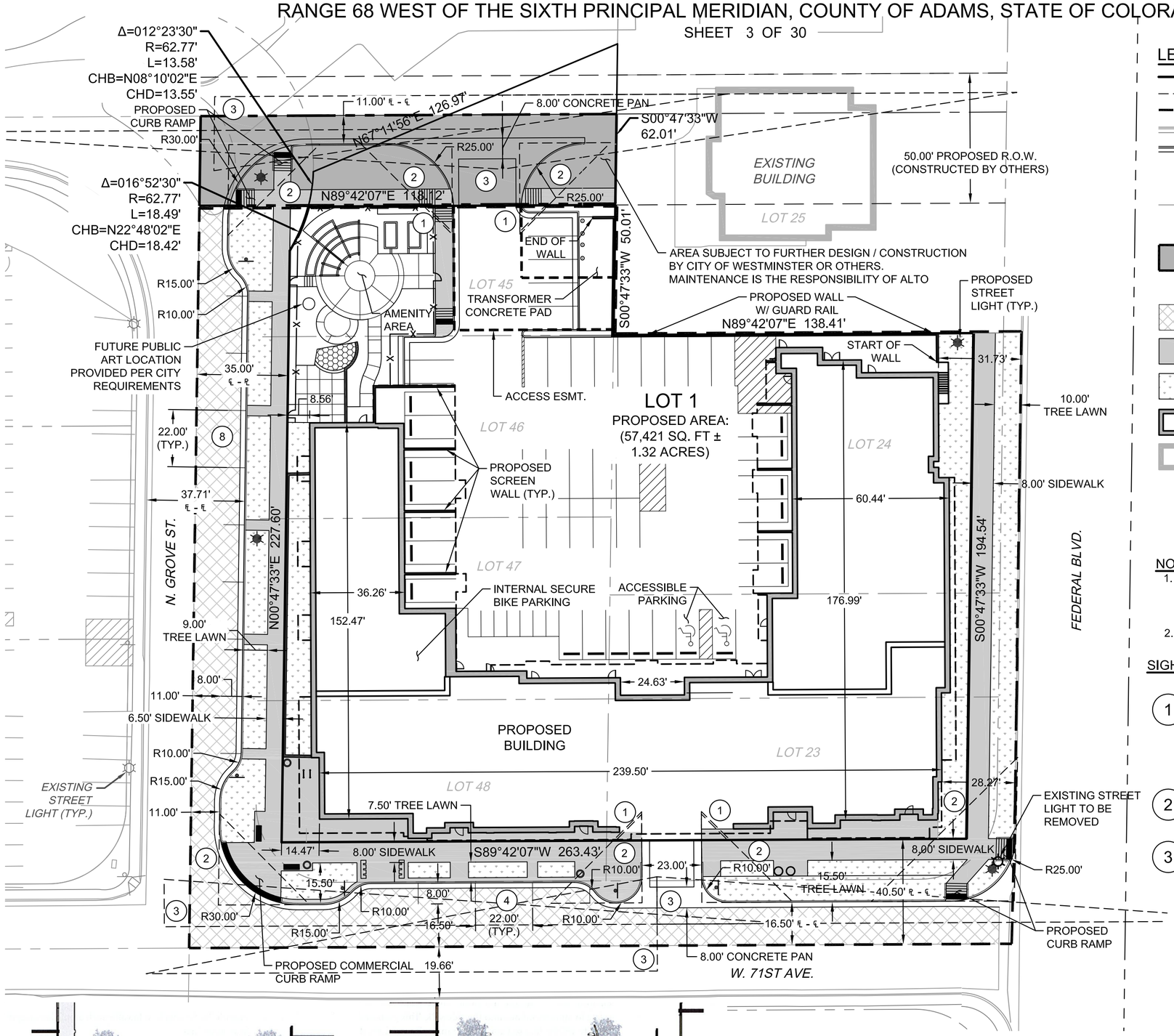
2

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 30



LEGEND:

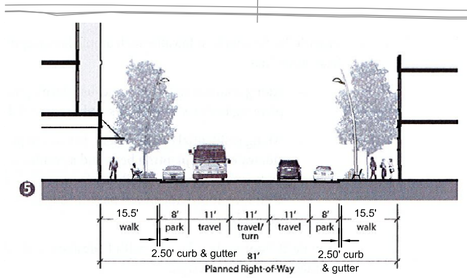
- PROPERTY LINE
- PROPOSED EASEMENT
- ODP BOUNDARY
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- EXISTING TREE
- PARKING COUNT
- EXISTING FENCE LINE
- AREA SUBJECT TO FURTHER DESIGN / CONSTRUCTION BY CITY OF WESTMINSTER OR OTHERS. MAINTENANCE IS THE RESPONSIBILITY OF ALTO
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- PROPOSED BUILDING
- EXISTING BUILDING
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- EXISTING TO BE REMOVED

NOTES:

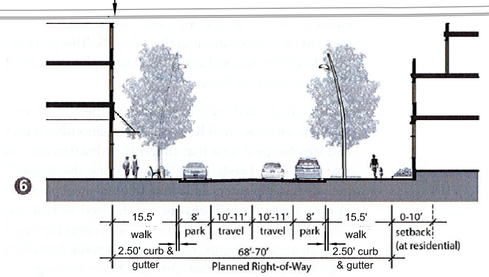
1. IN THE FUTURE, THE INTERSECTION OF FEDERAL BLVD. AND W. 71ST AVE. WILL BE A ¾ INTERSECTION, WITH NO LEFT TURNS FROM W. 71ST AVE. TO FEDERAL BLVD.
2. TRASH ENCLOSURE IS LOCATED ON GARAGE ON LEVEL 1.

SIGHT TRIANGLE NOTES:

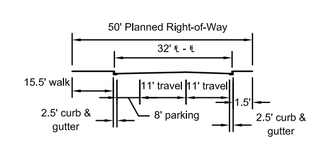
1. PEDESTRIAN SIGHT TRIANGLES: LOCATED AT EACH CURB CUT, 10' LEG AT THE EDGE OF ALLEY OR PAVEMENT AND 10' LEG AT BACK OF WALK. NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" WITHIN THIS TRIANGLE.
2. CORNER SIGHT DISTANCE TRIANGLE PER CITY OF WESTMINSTER STANDARD & SPECIFICATIONS SECTION 6.18.02
3. INTERSECTION SIGHT DISTANCE TRIANGLE PER CITY OF WESTMINSTER STANDARD & SPECIFICATIONS SECTION 6.18.02



W. 71ST AVE. & STREETSCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
NTS



N. GROVE STREET & STREESCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
NTS



CRAFT WAY STREET & STREETSCAPE SECTION
(8' PARKING LANE MAY ENCROACH INTO GUTTER)
(SUBJECT TO FURTHER DESIGN / CONSTRUCTION BY CITY OF WESTMINSTER OR OTHERS. MAINTENANCE IS THE RESPONSIBILITY OF ALTO)
NTS

0 15 30 60
SCALE: 1" = 30'
ORIGINAL GRAPHIC SCALE

JANSEN STRAWN
CONSULTING ENGINEERS
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DENVER, CO 80223
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FOR AND ON BEHALF OF JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

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ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

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2	TECHNICAL ODP RESUBMITTAL	09/24/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: T. SWAN
Checked By: C. STRAWN

ALTO

SITE PLAN

Date: 03/18/2015
Job No.: 15020

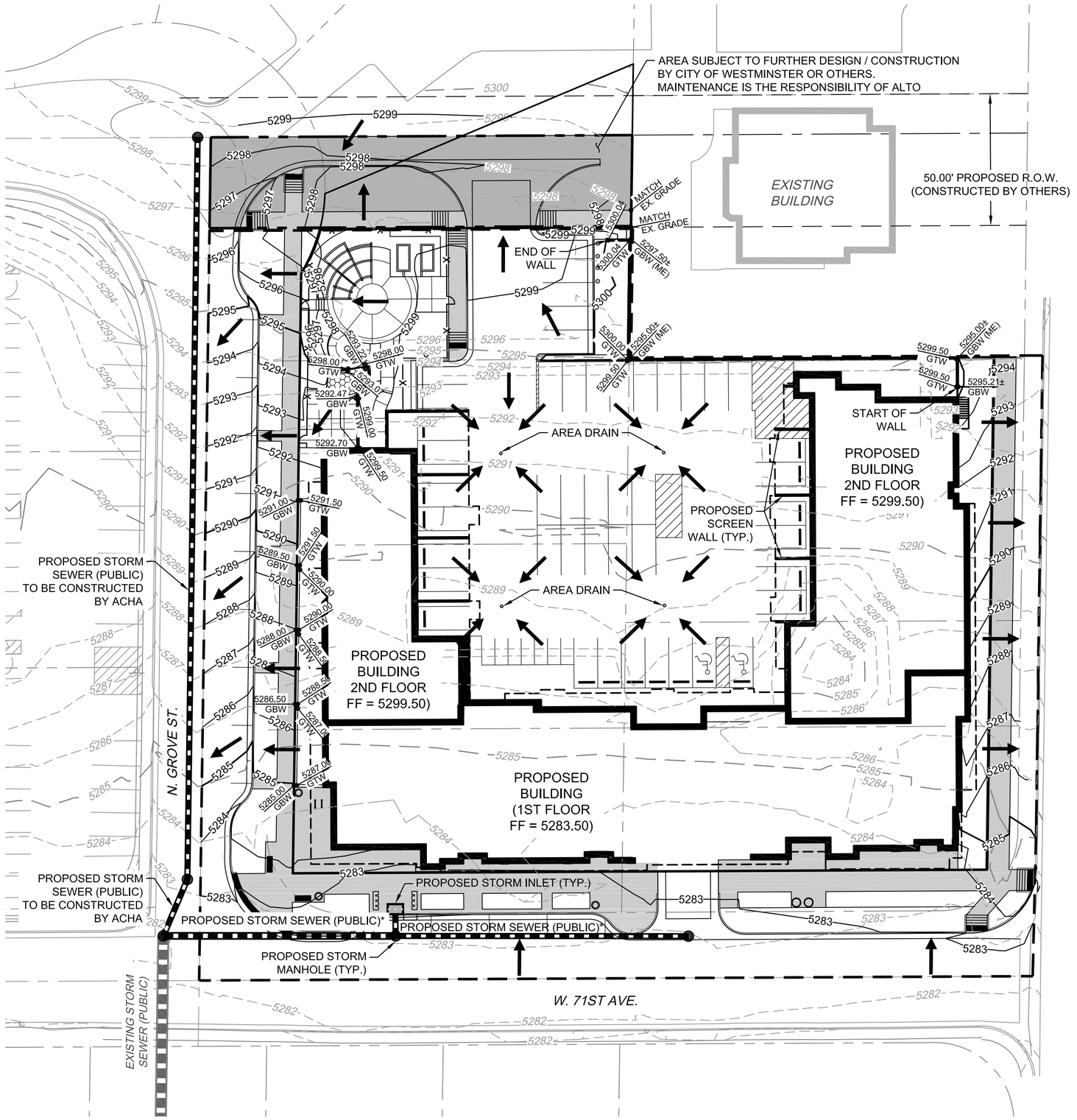
3

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 30



LEGEND:

	PROPERTY LINE
5400	PROPOSED 5' CONTOUR
5401	PROPOSED 1' CONTOUR
5400	EXISTING 5' CONTOUR
5401	EXISTING 1' CONTOUR
	ODP BOUNDARY
	*PROPOSED STORM LINE TO BE CONSTRUCTED WITH THIS PROJECT
	EXISTING STORM LINE
	EXISTING STORM LINE (PRIVATE)
	PROPOSED STORM INLET
	EXISTING STORM INLET
	FLOW DIRECTION
GTW	GRADE AT TOP OF WALL
GBW	GRADE AT BOTTOM OF WALL
ME	MATCH EXISTING ELEVATIONS
XXXX / XXXX	PROPOSED SPOT ELEVATION
	AREA SUBJECT TO FURTHER DESIGN / CONSTRUCTION BY CITY OF WESTMINSTER OR OTHERS. MAINTENANCE IS THE RESPONSIBILITY OF ALTO

0 15 30 60

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ORIGINAL GRAPHIC SCALE

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BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 1/4" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

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Designed By: T. SWAN
Checked By: C. STRAWN

ALTO

GRADING PLAN

Date: 03/18/2015
Job No.: 15020

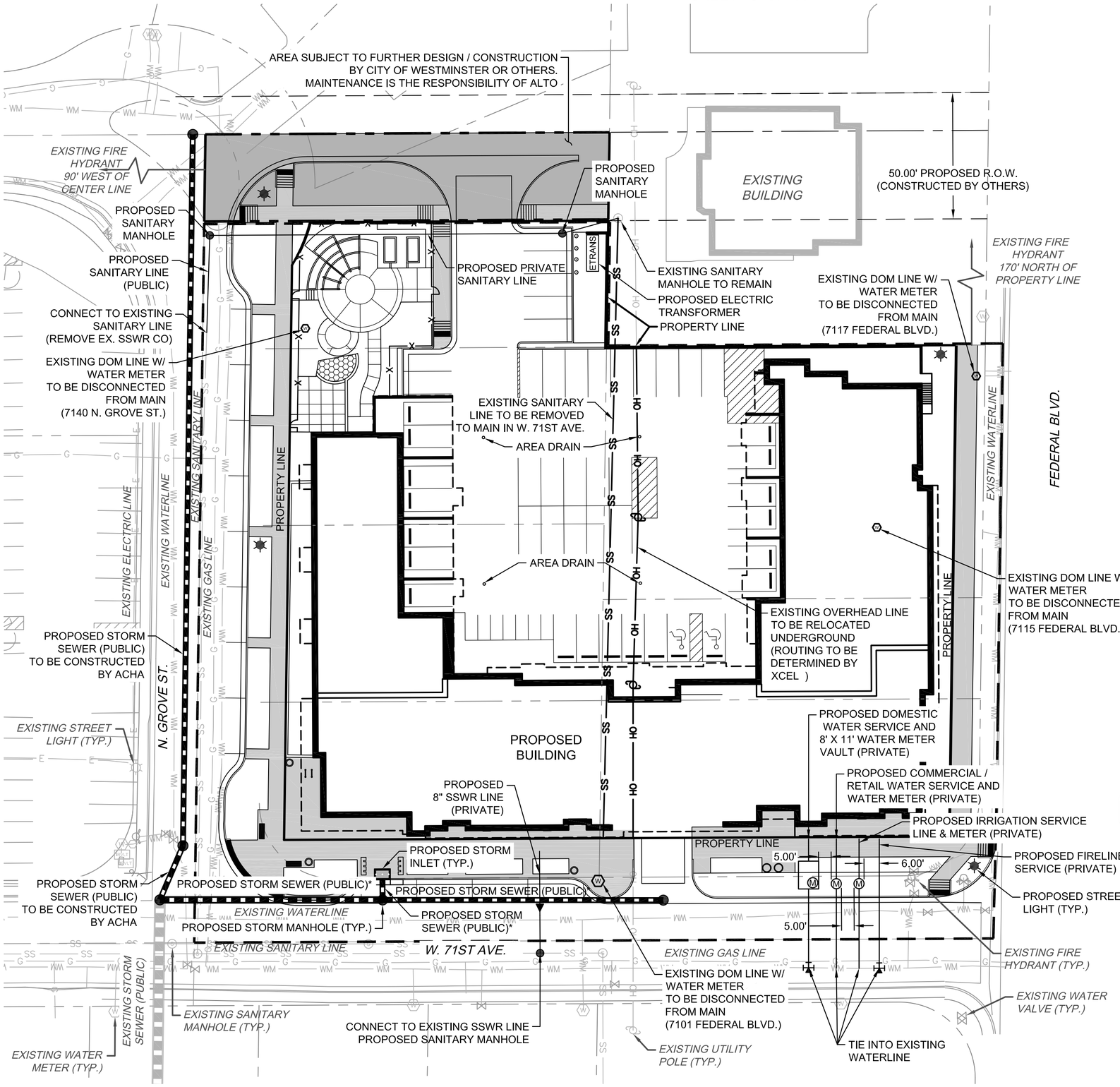
4

Sheet 4 of 30

OFFICIAL DEVELOPMENT PLAN
ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 30



NOTES:

1. THE EXISTING DOMESTIC SERVICES TO BE DISCONNECTED WILL NEED TO BE EXCAVATED AT THE TAP AND THE CORPORATION STOP WILL NEED TO BE CUT TO NOT ALLOW ANY TYPE OF CONNECTION IN THE FUTURE.
2. THE CONTRACTOR PERFORMING THE CUT-OFF WILL NEED TO OBTAIN A PERMIT AND INSPECTION FROM CRESTVIEW FOR EACH LOCATION.
3. CRESTVIEW AND DENVER WATER WILL NEED TO WITNESS THE CUTTING OF THE CORPORATION STOP.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING CRESTVIEW AND DENVER WATER TO SCHEDULE THE INSPECTION / OBSERVATION OF THE DISCONNECTIONS.

UTILITY LEGEND:

- PROPERTY LINE
- ODP BOUNDARY
- *PROPOSED STORM LINE TO BE CONSTRUCTED WITH THIS PROJECT
- PROPOSED STORM INLET
- EXISTING STORM LINE
- EXISTING STORM INLET
- PROPOSED SANITARY SEWER W/ MANHOLE
- EXISTING SANITARY SEWER W/ MANHOLE
- PROPOSED WATERLINE & VALVE
- PROPOSED FIRE HYDRANT
- EXISTING WATERLINE & VALVE
- EXISTING FIRE HYDRANT
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING ELECTRIC LINE
- EXISTING CABLE TV LINE
- EXISTING OVERHEAD LINE
- EXISTING FIBER OPTIC LINE
- EXISTING IRRIGATION LINE
- EXISTING SPRINKLER CONTROL
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- EXISTING WATER METER TO BE DISABLED
- AREA SUBJECT TO FURTHER DESIGN / CONSTRUCTION BY CITY OF WESTMINSTER OR OTHERS. MAINTENANCE IS THE RESPONSIBILITY OF ALTO

0 15 30 60

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ORIGINAL GRAPHIC SCALE

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Designed By: T. SWAN
Checked By: C. STRAWN

ALTO
UTILITY PLAN

Date: 03/18/2015
Job No.: 15020

5

Sheet 5 of 30

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

WESTMINSTER GENERAL NOTES

1. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2001 EDITION AND ORDINANCE NO. 3133 SERIES OF 2004.
2. THE TOTAL WATER BUDGET SHALL NOT EXCEED 15 GALLONS/SQUARE FEET/IRRIGATION SEASON (YEAR), UNLESS APPROVED OTHERWISE BY THE CITY.
3. LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER. ALL LANDSCAPE IMPROVEMENTS/MATERIALS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL, (AS DETERMINED BY THE CITY), SHALL BE REPLACED WITHIN 6 MONTHS OF NOTIFICATION BY THE CITY. ALL LANDSCAPE IMPROVEMENTS/MATERIALS MUST BE MAINTAINED AS REQUIRED BY THE LANDSCAPE REGULATIONS AND THIS OFFICIAL DEVELOPMENT PLAN.
4. SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED 8" DEPTH INTO THE SOIL. AN INSPECTION AND AFFIDAVIT REGARDING SOIL PREPARATION WILL BE REQUIRED.
5. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM IS REQUIRED FOR ALL LANDSCAPE AREAS. AN IRRIGATION AUDIT WILL BE REQUIRED FOR ALL IRRIGATION SYSTEMS, EXCEPTING THOSE INSTALLED BY THE SINGLE FAMILY DETACHED HOMEOWNER.
6. IRRIGATION SYSTEMS SHALL BE MAINTAINED AND PERIODICALLY ADJUSTED TO ASSURE WATERING EFFICIENCY AND CONSERVATION METHODS. IRRIGATION SHOULD NOT OCCUR BETWEEN THE HOURS OF 10 A.M. NAND 6 P.M. IN ORDER TO REDUCE EVAPORATION. EXCESSIVE WATER RUN OFF, AS DETERMINED BY THE CITY, IS NOT PERMITTED.
7. NO TREE OR SHRUB WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
8. ALL SHRUB BED AREAS SHALL BE SEPARATED FROM SOD AREAS BY EDGING MATERIAL. MULCH SHALL BE PLACED OVER A SUITABLE WEED BARRIER FABRIC.
9. FINAL LANDSCAPING AND IRRIGATION DRAWINGS AND PRIVATE IMPROVEMENTS AGREEMENT SHALL BE SUBMITTED TO THE CITY OF WESTMINSTER FOR REVIEW AND APPROVAL PRIOR TO APPROVAL OF FINAL PLAT.
10. DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

LANDSCAPE NOTES

1. ALL TREES, NOT IN SHRUB BEDS, SHALL BE SURROUNDED BY A MULCH BED THAT IS 4' IN DIAMETER AND 3" DEEP (SEE PLANTING DETAIL)
2. CONTRACTOR TO REFER TO HYDROZONE PLAN FOR LANDSCAPE MULCH TYPES AND LOCATIONS. ROCK MULCH TO BE 1"-1.5" ANGULAR ROCK, TAN OR EQUAL. WOOD MULCH TO BE WESTERN RED CEDAR OR APPROVED EQUAL.
3. ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, 1-1/2" ANGULAR ROCK MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 4" DEPTH DOUBLE SHREDDED WESTERN RED CEDAR LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.
4. ALL UNDEVELOPED DISTURBED AREAS TO BE RE-SEEDED WITH ARKANSAS VALLEY SEED 'LOW GROW' SEED MIX.
5. PLAYGROUND EQUIPMENT AREAS ARE TO CONTAIN ENGINEERED WOOD FIBER SAFETY SURFACING, OR OTHER SUITABLE SAFETY SURFACING.
6. SHRUB BEDS ARE TO BE CONTAINED BY 4" 14 GAUGE PERFORATED GALVANIZED EDGER, RYERSON OR EQUAL. EDGER NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, OR WALKWAYS.

PRIVATE LANDSCAPE AREA REQUIREMENTS

LANDSCAPING RATIO	SQ. FT.	# REQUIRED	# PROVIDED
COMMON AREA: 1 TREE / 550 SQ. FT. 3 SHRUBS / 550 SQ. FT.	4,305 S.F.	8 TREES 24 SHRUBS	10 TREES 42 SHRUBS

(10 SHRUBS MAY BE SUBSTITUTED FOR 1 TREE)
(3 GRASSES MAY BE SUBSTITUTED FOR 1 SHRUB)

PRIVATE SOIL AMENDMENT QUANTITY CHART

4,305 SF (TOTAL LANDSCAPE/1000 X 5 CUBIC YARDS) =22 CYDS

LANDSCAPE	AREA	% OF TOTAL
MANICURED TURF	0 SF	0%
PLANTING BEDS	4,305 SF	100%
TOTAL	4,305 SF	100%

RIGHT-OF-WAY LANDSCAPE REQUIREMENTS
71ST STREET AND GROVE STREET

LANDSCAPING RATIO	AREA	# REQUIRED	# PROVIDED
RIGHT OF WAY: 1 TREE / 550 SQ. FT. 3 SHRUBS / 550 SQ. FT.	7,992 S.F.	15 TREES 44 SHRUBS	17 TREES 44 SHRUBS

(10 SHRUBS MAY BE SUBSTITUTED FOR 1 TREE)
(3 GRASSES MAY BE SUBSTITUTED FOR 1 SHRUB)

RIGHT-OF-WAY SOIL AMENDMENT QUANTITY CHART
71ST STREET AND GROVE STREET

7,992 SF (TOTAL LANDSCAPE/1000 X 5 CUBIC YARDS) =40 CYDS

LANDSCAPE	AREA	% OF TOTAL
MANICURED TURF	6,133 SF	77%
PLANTING BEDS	1,859 SF	23%
TOTAL	7,992 SF	100%

Know what's **below.**
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FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

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Designed By: PM, RB
Checked By: JB, WB

ALTO

LANDSCAPE NOTES

Date: 03/18/2015
Job No.: 15020

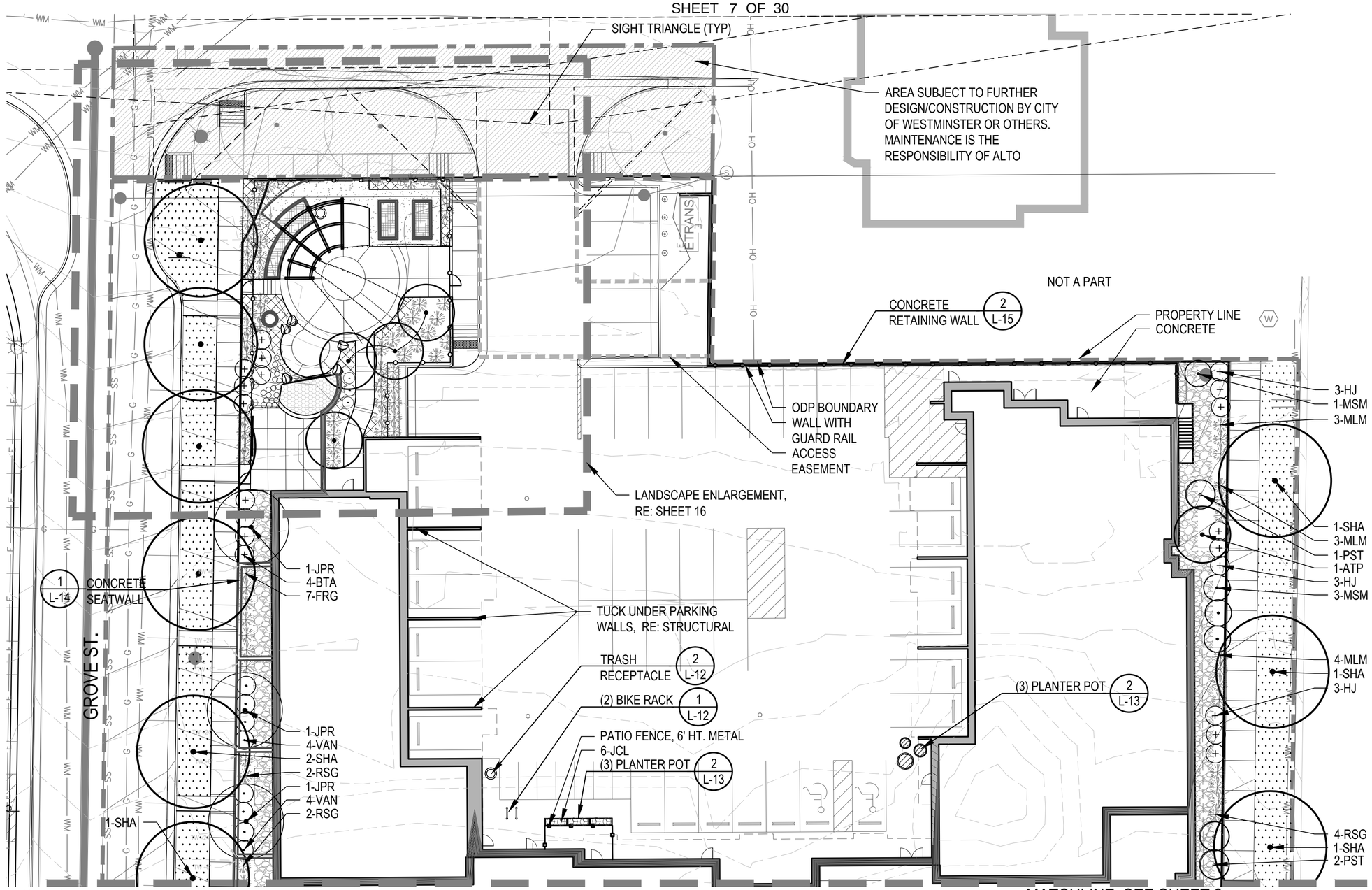
6

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 7 OF 30



LEGEND

- MATCHLINE
- 5' BUILDING OFFSET
- FENCE
- PATIO FENCE
- BIKE RACK
- PLANTER POT
- LANDSCAPE BOULDERS
- FESTOON LIGHTING
- DECIDUOUS CANOPY TREE
- EVERGREEN TREE
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- VINES
- PERENNIALS
- COBBLE
- SOD
- COMMUNITY GARDEN

Know what's **below.** **Call** before you dig.

NORTH

SCALE 1" = 20'

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JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 ¼" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	Description of Revisions	Date	By
3	TECHNICAL ODP RESUBMITTAL	11/18/15	TLS
2	TECHNICAL ODP RESUBMITTAL	09/24/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: PM, RB
Checked By: JB, WB

ALTO

LANDSCAPE PLAN

Date: 03/18/2015
Job No.: 15020

7

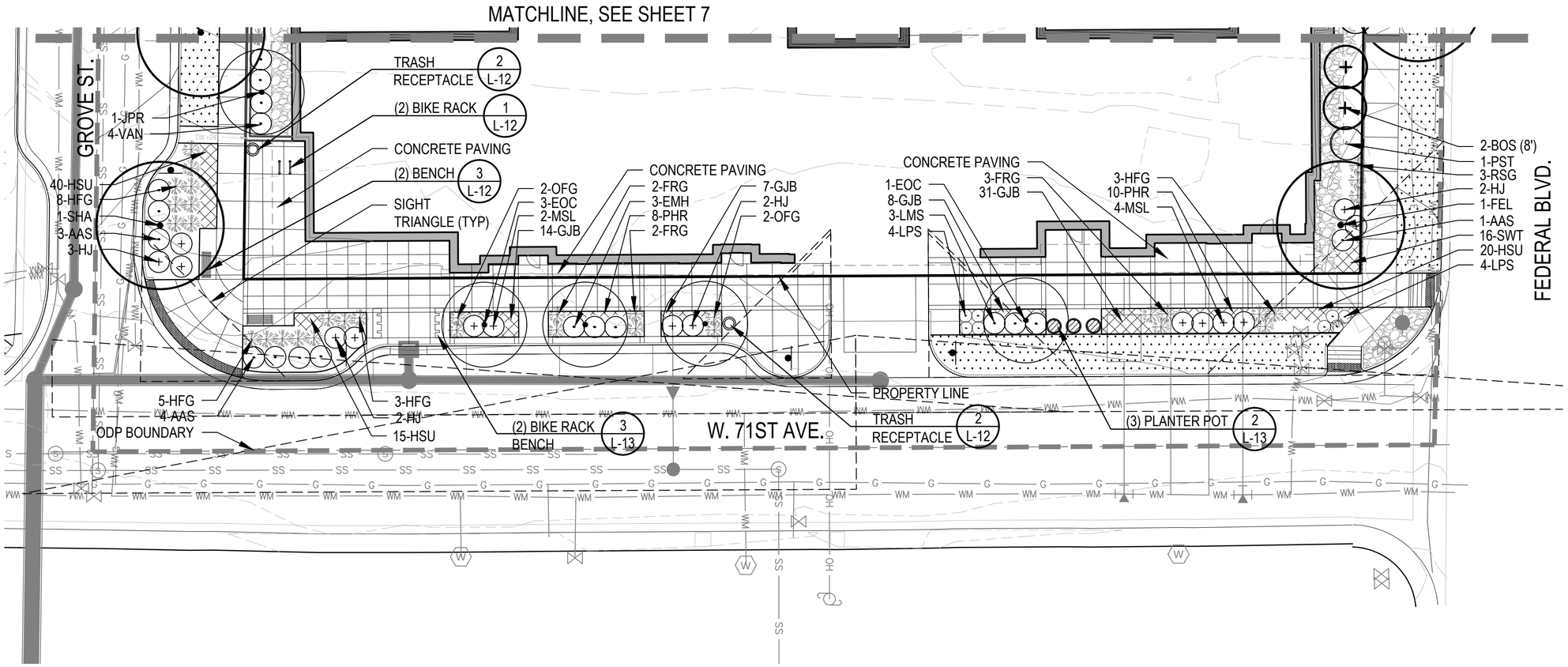
Sheet 7 of 30

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 8 OF 30



LEGEND

- MATCHLINE
- 5' BUILDING OFFSET
- FENCE
- PATIO FENCE
- BIKE RACK
- PLANTER POT
- LANDSCAPE BOULDERS
- FESTOON LIGHTING
- DECIDUOUS CANOPY TREE
- EVERGREEN TREE
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- VINES
- PERENNIALS
- COBBLE
- SOD
- COMMUNITY GARDEN

Know what's **below.** **Call** before you dig.

NORTH

0 10 20 40

SCALE 1" = 20'

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LANDSCAPE PLAN

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OFFICIAL DEVELOPMENT PLAN

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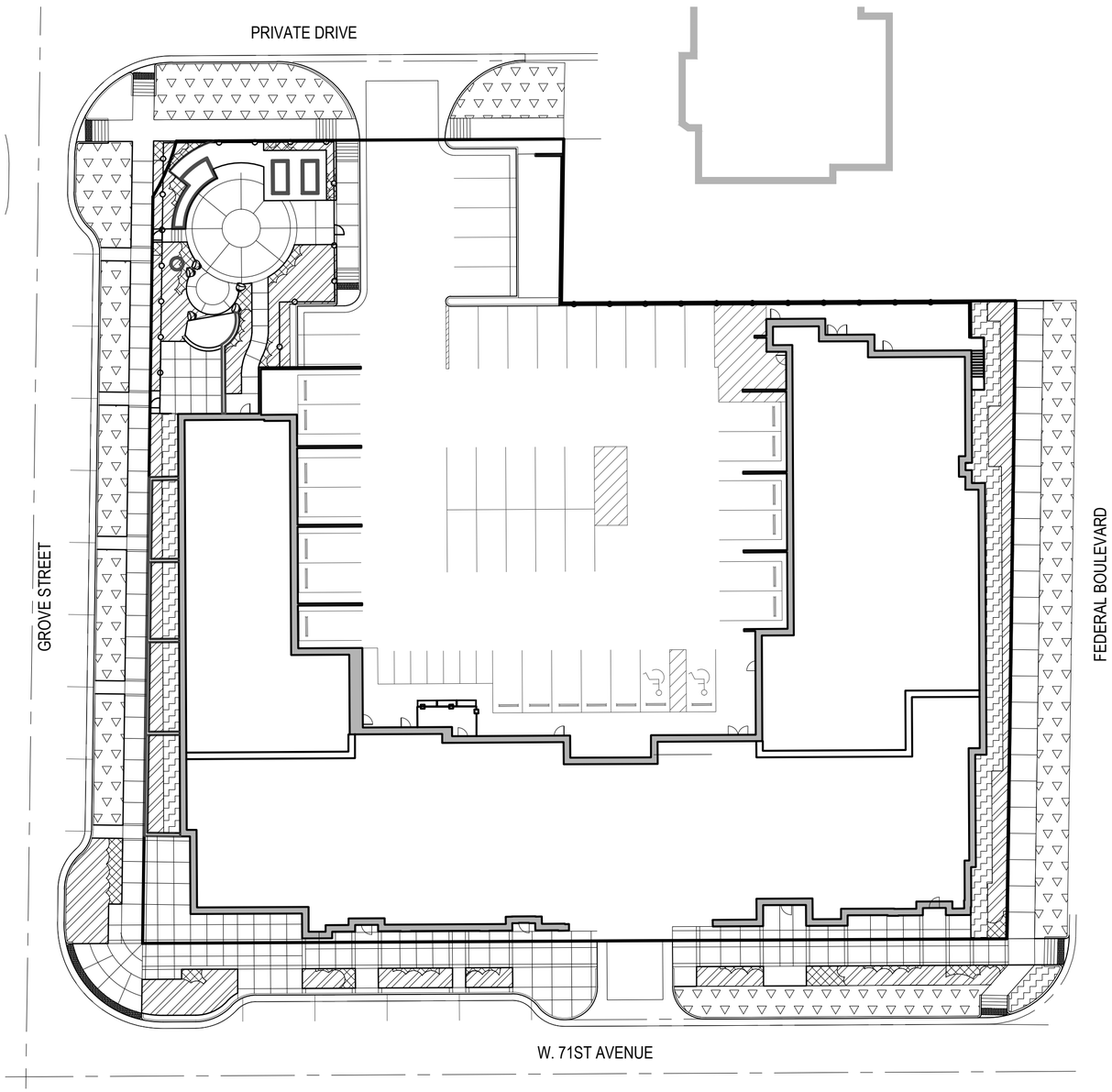
SHEET 9 OF 30



IRRIGATION - WATER BUDGET

HYDROZONE/ PLANT TYPE	PROPOSED TOTAL LANDSCAPED AREA / % OF AREA	WATER NEEDS (GAL/S.F./ SEASON)	GALLONS PER SEASON (LOT S.F. X GALS PER S.F.)
HIGH WATER ZONES (SOD)	6,131 S.F. 49%	18	110,358
MODERATE WATER ZONES (WOOD MULCH SHRUB BED)	586 S.F. 5%	10	5,860
LOW WATER ZONES (ROCK MULCH SHRUB BED/SEED MIX)	3805 S.F. 30%	3	11,415
NON IRRIGATED	1,798 S.F. 16%	0	0
TOTAL IRRIGATED AREA	10,522 S.F.		
TOTAL LANDSCAPE AREA	12,320 S.F.		
TOTAL GALLONS NEEDED			127,633
AVERAGE GALLONS PER S.F. PER SEASON - PROPOSED			10.3

NOTES:
1. THE AVERAGE GALLONS PER SQUARE FOOT CANNOT EXCEED 15 GALLONS PER SQUARE FOOT.
2. TOTAL LANDSCAPE AREA INCLUDES ENTIRE SITE AND ROW.

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0 15 30 60

SCALE 1" = 30'

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HYDROZONE PLAN

Date: 03/18/2015
Job No.: 15020

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Sheet 9 of 30

OFFICIAL DEVELOPMENT PLAN

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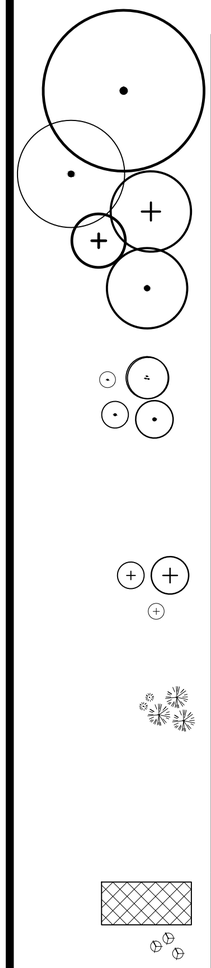
SHEET 10 OF 30



PLANT SCHEDULE

QTY	SYM	COMMON NAME	BOTANICAL NAME	SIZE AND COND.
DECIDUOUS CANOPY TREES*				
4	EOC	ENGLISH COLUMNAR OAK	QUERCUS ROBUR 'FASTIGIATA'	2" CAL. B&B
1	FEL	FRONTIER ELM	ULMUS FRONTIER(U. CAPRINIFOLIA X U. PARVIFOLIA)	2" CAL. B&B
7	SHA	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	2" CAL. B&B
3	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	2" CAL. B&B
EVERGREEN TREES**				
2	BOS	BOSNIAN PINE	PINUS HELDREICHII VAR. LEUCODERMIS	6-10' HT. B&B, SEE PLANS.
ORNAMENTAL TREES				
1	ATP	ARISTOCRAT PEAR	PYRUS CALLERYANA 'ARISTOCRAT'	2" CAL. B&B
4	JPR	JACK PEAR	PYRUS CALLERYANA 'JACZAM'	2" CAL. B&B
4	TCH	THORNLESS COCKSPUR HAWTHORN	CRATAEGUS CRUS-GALLI 'INERMIS'	2" CAL. B&B
DECIDUOUS SHRUBS				
8	AAS	AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	#5 CONT.
3	EMH	EMERALD MOUND HONEYSUCKLE	LONICERA XY LOSTEUM COMPACTUM	#5 CONT.
3	LMS	LIMEMOUND SPIREA	SPIREA X BUMALDA 'LIMEMOUND'	#5 CONT.
12	LPS	LITTLE PRINCESS SPIREA	SPIREA JAPONICA 'LITTLE PRINCESS'	#5 CONT.
4	MSM	MINNESOTA SNOWFLAKE MOCKORANGE	PHILADELPHUS X VIRGINALIS 'SNOWFLAKE'	#5 CONT.
4	PST	ROYAL PURPLE SMOKE TREE	COTINUS COGGYGRIA	#5 CONT.
12	VAN	VANHOUTTE SPIREA	SPIREA X VANHOUTTEI	#5 CONT.
EVERGREEN SHRUBS				
4	BTA	BIG TUNA MUGO PINE	PINUS MUGO 'BIG TUNA'	#5 CONT.
18	HJ	HUGHES JUNIPER	JUNIPERUS HORIZONTALIS 'HUGHES'	#5 CONT.
6	MSL	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'	#5 CONT.
6	EIJ	IVORY JADE EUONYMUS	EUONYMUS FORTUNEI 'IVORY JADE'	#5 CONT.
ORNAMENTAL GRASSES				
4	AVG	BLUE AVENA GRASS	HELICTOTRICHON SEMPERVIRENS	#1 CONT.
25	FRG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	#1 CONT.
19	HFG	HARDY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	#1 CONT.
30	MLM	MORNING LIGHT MISCANTHUS	MISCANTHUS SINENSIS 'MORNING LIGHT'	#1 CONT.
4	OFG	ORIENTAL FOUNTAIN GRASS	PENNISETUM ORIENTALE	#1 CONT.
21	RSG	RED SWITCHGRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1 CONT.
8	YJM	DWARF MAIDEN GRASS	MISCANTHUS SINENSIS 'YAKU JIMA'	#1 CONT.
PERENNIALS, GROUNDCOVERS & VINES				
75	HSU	SUNSET HYSSOP	AGASTACHE RUPESTRIS	#1 CONT.
21	FAB	DWARF BLUE FALL ASTER	ASTER (SYMPHYOTRICHUM) NOVI-BELGII 'AUDREY"	#1 CONT.
10	CLL	LANCELEAF COREOPSIS	COREOPSIS LANCEOLATA	#1 CONT.
39	CHO	CREEPING COLORADO HOLLY	MAHONIA REPENS	#1 CONT.
18	PHR	HUSKER RED PENSTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	#1 CONT.
42	SWT	WILD THING SALVIA	SALVIA GREGGII 'WILD THING'	#1 CONT.
13	VCR	CRYSTAL RIVER VERONICA	VERONICA 'REAVIS' CRYSTAL RIVER	#1 CONT.
60	GJB	CRANESBILL GERANIUM	GERANIUM X 'JOHNSON'S BLUE'	#1 CONT.
9	MNY	MOONSHINE YARROW	ACHILLEA 'MOONSHINE'	#1 CONT.
27	JCL	PURPLE JACKMAN CLEMATIS	CLEMATIS JACKMANII	#1 CONT.

* 20% OF DECIDUOUS CANOPY TREES MUST BE UPSIZED TO 3" CALIPER
**20% OF EVERGREEN TREES MUST BE UPSIZED TO 8' HEIGHT.

	IRRIGATED BLUEGRASS TURF
	TEXAS HYBRID DROUGHT RESISTANT BLUEGRASS BLEND BY BITTERSWEET TURF FARMS INC OR EQUAL, (303)659.5118

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Checked By: JB, WB

ALTO

PLANT SCHEDULE

Date: 03/18/2015
Job No.: 15020

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Sheet 10 of 30

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 11 OF 30

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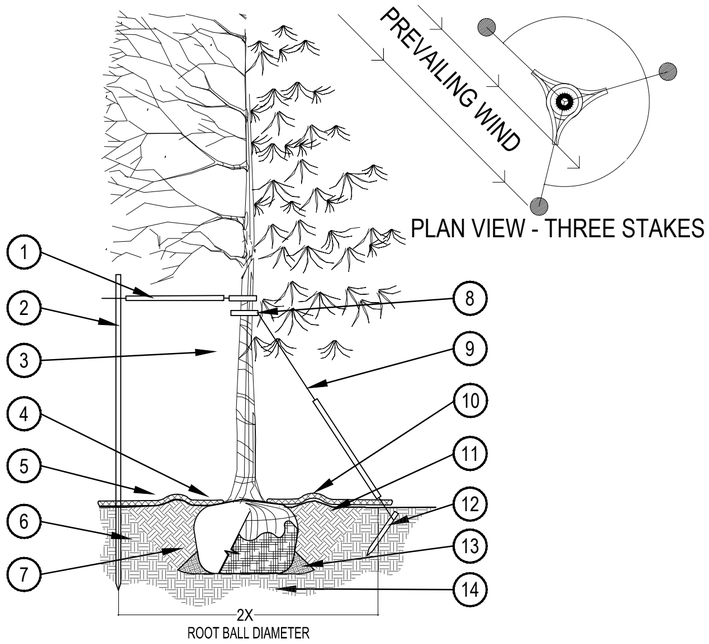


PRUNING NOTES:

1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

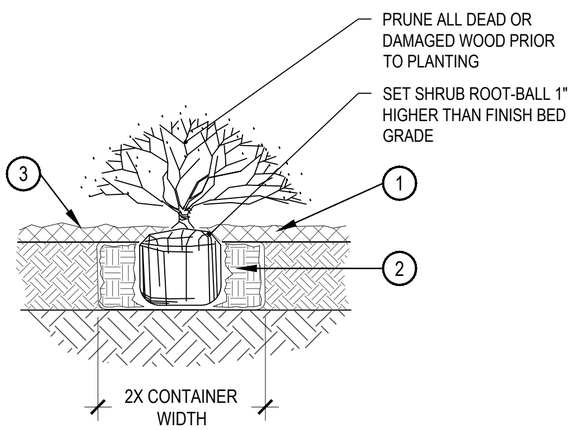
STAKING NOTES:

1. STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON.
   - 1.1. 1-$\frac{1}{2}$" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND (GENERALLY N.W. SIDE)
   - 1.2. 1-$\frac{1}{2}$" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE)
   - 1.3. 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
2. WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-$\frac{1}{2}$" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.

1. PLACE MIN. $\frac{1}{2}$" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAX. 2" EACH SIDE
2. 6 FT. UNTREATED WOOD POST (MIN. 1.5" DIAMETER). ALL SHALL BE DRIVEN OUTSIDE ROOTBALL AND IN UNDISTURBED SOIL.
3. TREE WRAP TO BE INSTALLED ONLY FROM OCTOBER 1 THROUGH APRIL 30. (DECIDUOUS ONLY)
4. PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE.
5. 3" DEEP MULCH RING PLACED A MINIMUM OF 4 FT. IN DIAMETER. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK (FINISHED GRADE REFERENCES TOP OF MULCH).
6. 1:1 SLOPE ON SIDES OF PLANTING HOLE.
7. REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOT BALL AND TRUNK
8. GROMMETED NYLON STRAPS
9. GALVANIZED WIRE, MIN. 12 GAUGE CABLE - TWIST WIRE ONLY TO KEEP FROM SLIPPING.
10. 4-6" HIGH WATER SAUCER IN NON-TURF AREAS.
11. BACKFILL WITH BLEND OF EXISTING SOIL AND A MAXIMUM 20% (BY VOLUME) ORGANIC MATERIAL. WATER THOROUGHLY WHEN BACKFILLING
12. 2 FT. STEEL T-POST. ALL SHALL BE DRIVEN BELOW GRADE AND OUTSIDE ROOTBALL IN UNDISTURBED SOIL.
13. PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS.
14. PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT.

1 TREE PLANTING DETAIL

SCALE: 3/16" = 1'-0"



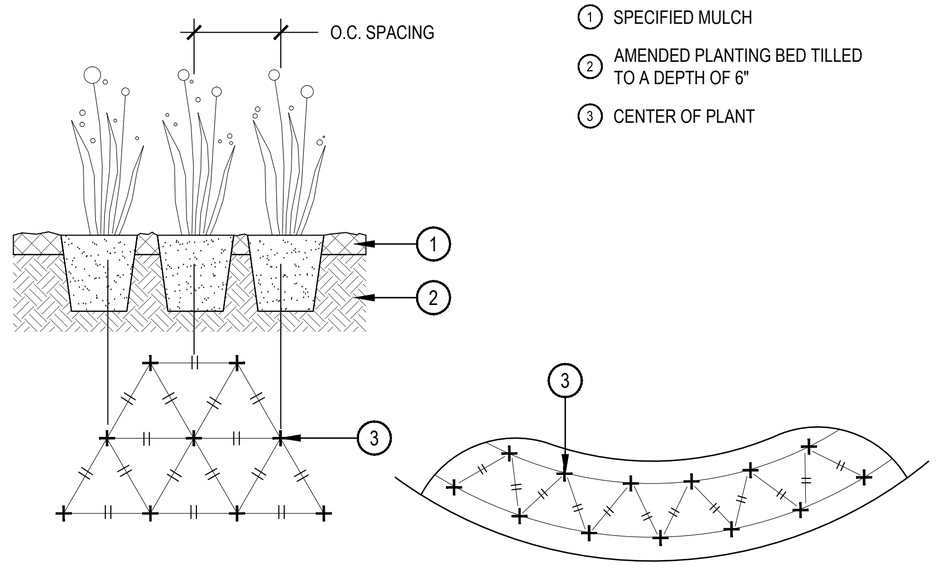
1. SPECIFIED MULCH
2. AMENDED SOIL IN PLANTING BED PER SPECIFICATIONS. TILL SOIL TO A DEPTH OF EIGHT INCHES.
3. FINISH GRADE (TOP OF MULCH)

NOTE:

1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED
2. CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER
3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER
4. DIG PLANT PIT TWICE AS WIDE AND HIGH AS THE CONTAINER

2 SHRUB PLANTING

SCALE: 1-1/2" = 1'-0"



1. SPECIFIED MULCH
2. AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
3. CENTER OF PLANT

WHEN PLANTED ON A CURVE ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE PLANTS ARE MASSED.

3 PERENNIAL PLANT LAYOUT

SCALE: 1" = 1'-0"

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Checked By: JB, WB

ALTO

LANDSCAPE DETAILS

Date: 03/18/2015
Job No.: 15020

11

Sheet 11 of 30

OFFICIAL DEVELOPMENT PLAN

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SHEET 12 OF 30

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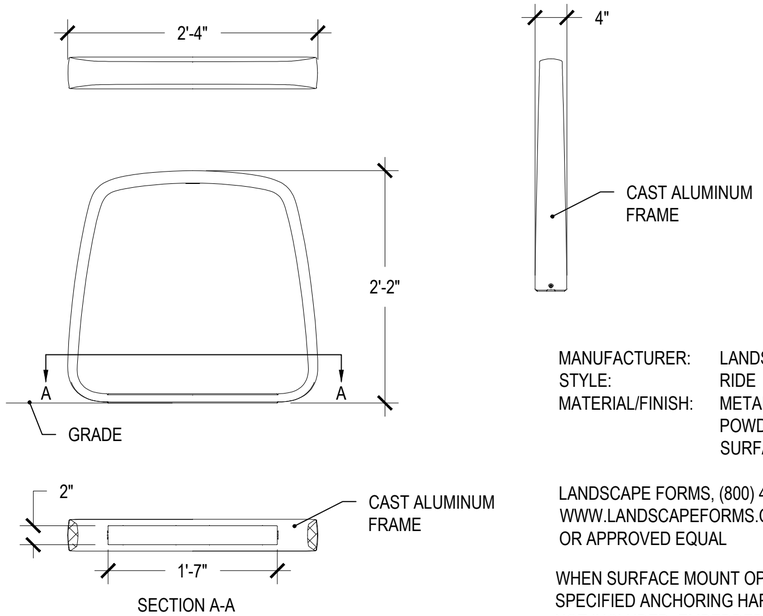


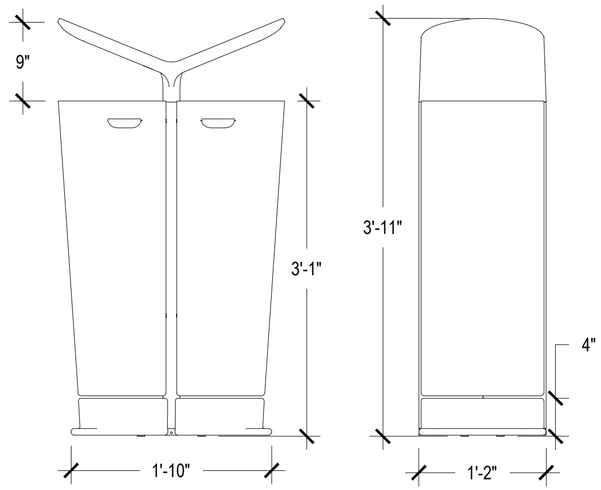
MANUFACTURER: LANDSCAPE FORMS
STYLE: RIDE
MATERIAL/FINISH: METALLIC SILVER POWDERCOAT SURFACE MOUNT

LANDSCAPE FORMS, (800) 430-6209, WWW.LANDSCAPEFORMS.COM OR APPROVED EQUAL

WHEN SURFACE MOUNT OPTION IS SPECIFIED ANCHORING HARDWARE IS NOT INCLUDED. EMBEDDED MOUNT OPTION INCLUDE (2) THREADED RODS.

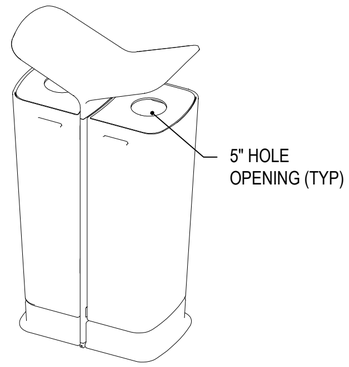
1 BIKE RACK

SCALE: 1" = 1'-0"



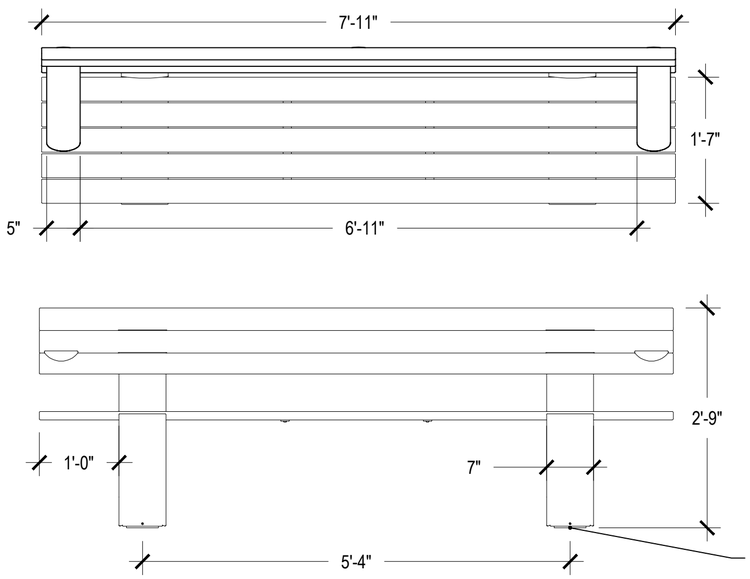
MANUFACTURER: LANDSCAPE FORMS
STYLE: MULTIPLICITY
MATERIAL/FINISH: SURFACE MOUNT

LANDSCAPE FORMS, (800) 430-6209, WWW.LANDSCAPEFORMS.COM OR APPROVED EQUAL



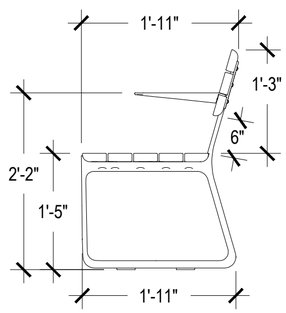
2 TRASH RECEPTACLE

SCALE: 1" = 1'-0"



REFER TO INSTALLATION GUIDE FOR MORE DETAILS.

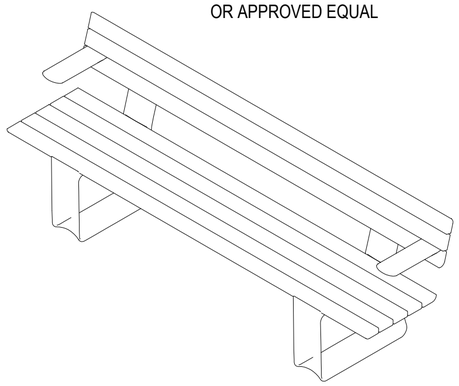
SURFACE MOUNT OPTION INCLUDES (4) 5/8-11 THREADED ANCHORS. CONCRETE DROP-IN ANCHORS NOT INCLUDED. EMBEDDED OPTION INCLUDES (4) 3/8-16 THREADED RODS.

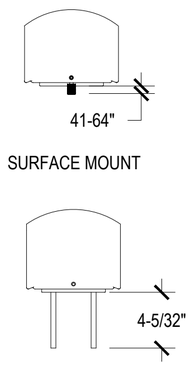


NON-MARRING FREESTANDING GLIDES. LEAVE GLIDES INSTALLED IF OTHER MOUNTING OPTION IS SPECIFIED

MANUFACTURER: LANDSCAPE FORMS
STYLE: MULTIPLICITY
SIZE: 95"
MATERIAL/FINISH: YELLOW POWDERCOAT JARRAH WOOD SURFACE MOUNT

LANDSCAPE FORMS, (800) 430-6209, WWW.LANDSCAPEFORMS.COM OR APPROVED EQUAL





3 BENCH

SCALE: 3/4" = 1'-0"

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2	TECHNICAL ODP RESUBMITTAL	09/24/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: PM, RB
Checked By: JB, WB

ALTO

LANDSCAPE DETAILS

Date: 03/18/2015
Job No.: 15020

12

Sheet 12 of 30

OFFICIAL DEVELOPMENT PLAN

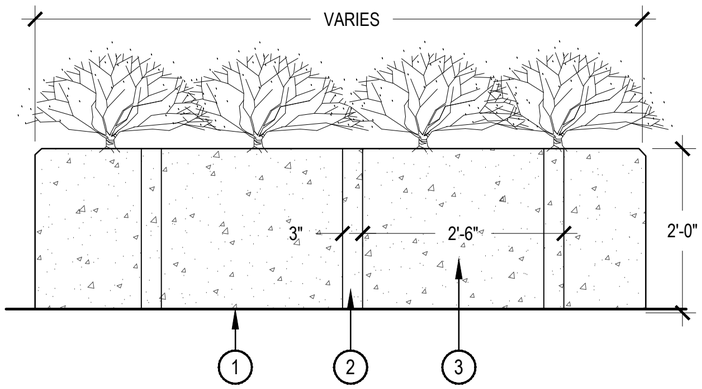
ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 13 OF 30

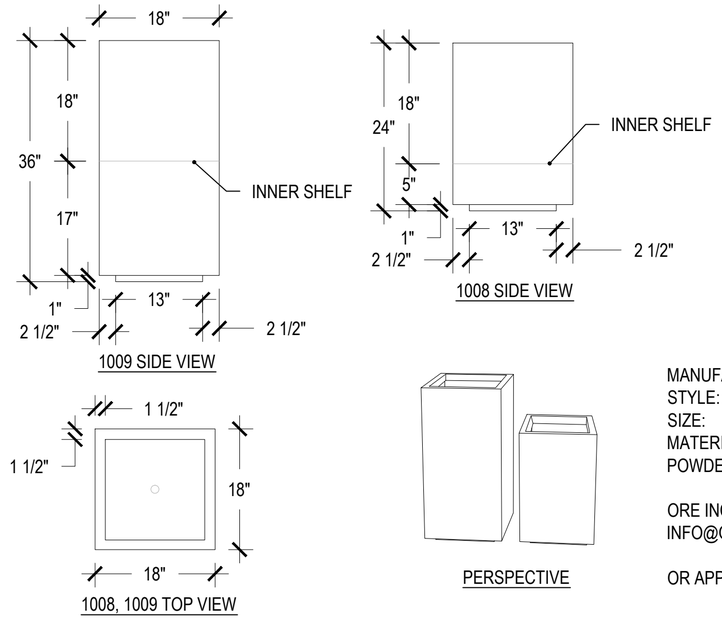
Know what's below. Call before you dig.

1. FINISH GRADE
2. 3" WIDE X 2" DEEP VERTICAL REVEAL EVERY 30" O.C.
3. INTEGRAL COLOR CAST IN PLACE CONCRETE PLANTER W SMOOTH TROWEL FINISH.



1 COMMUNITY GARDEN PLANTER ELEVATION

SCALE: 3/4" = 1'-0"



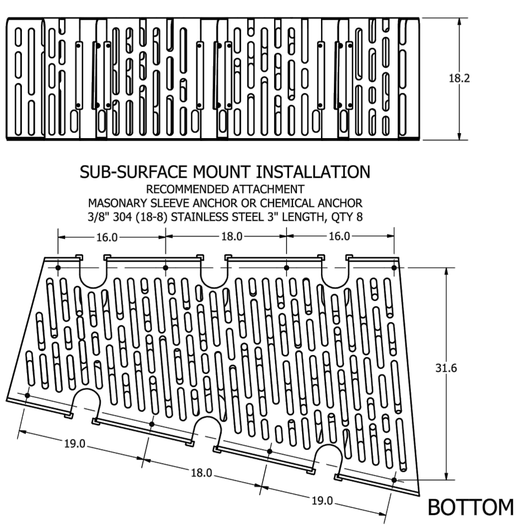
MANUFACTURER: ORE INC.
STYLE: CUBE PLANTER
SIZE: 27" L X 27" W X 28" H
MATERIAL/FINISH: METALLIC SILVER POWDERCOAT

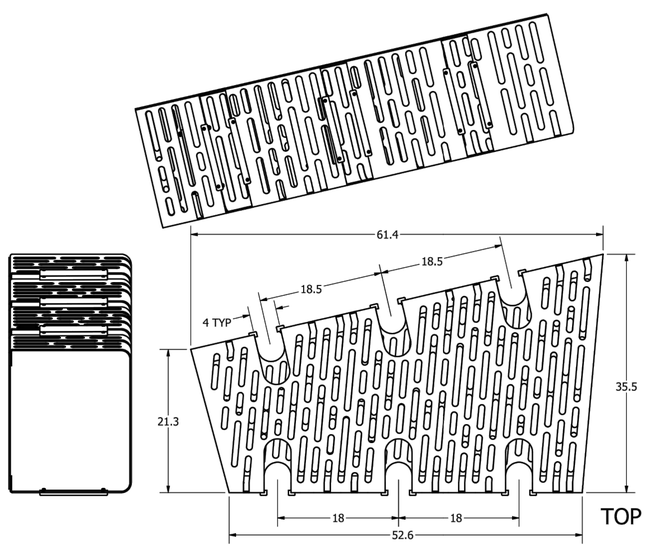
ORE INC., 801.936.0499
INFO@ORECONTAINERS.COM

OR APPROVED EQUAL

2 PLANTER POT

SCALE: 3/4" = 1'-0"





3 BIKE RACK BENCH

SCALE: 3/4" = 1'-0"

NORRIS DESIGN
www.norris-design.com

1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186

FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 $\frac{1}{4}$" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

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Checked By: JB, WB

ALTO

LANDSCAPE DETAILS

Date: 03/18/2015
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OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 14 OF 30

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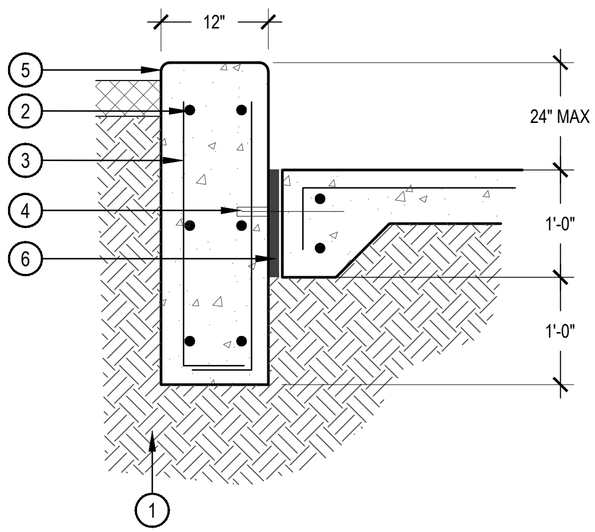
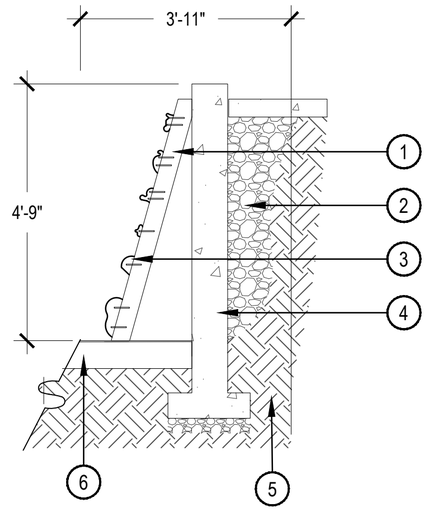


1. COMPACTED SUBGRADE 95%
2. #4 CONTINUOUS REBAR, 12" O.C. EACH FACE
3. #4 CONTINUOUS REBAR, 24" O.C. TYPICAL
4. #4 DOWEL, 24" O.C. TYPICAL
5. 1" RADIUS ON ALL CORNERS TYPICAL
6. $\frac{1}{2}$" EXPANSION JOINT WITH EXTERIOR GRADE SEALANT

1 CONCRETE SEATWALL

SCALE: 1" = 1'-0"

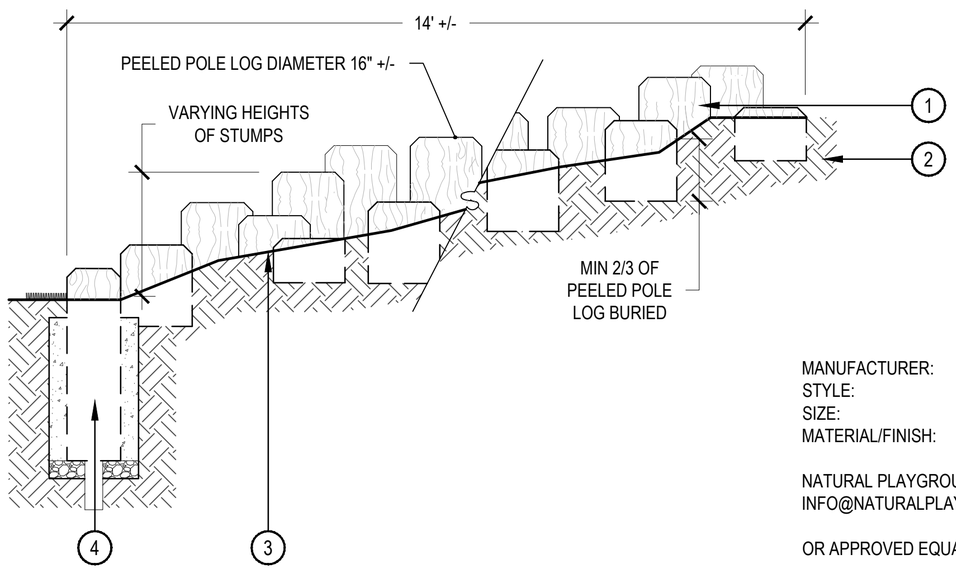


1. CLIMBING WALL
2. GRAVEL BACKFILL
3. GRIPS - VARYING SIZES
4. RETAINING WALL
5. COMPACTED SUBGRADE
6. POURED IN PLACE SAFETY SURFACE

NOTE: CONCEPTUAL, FINAL DESIGN BY STRUCTURAL ENGINEER

2 CLIMBING WALL

SCALE: 1/2" = 1'-0"



1. NATURAL PEELED LOGS WITH BEVELED EDGE, WOOD TBD
2. COMPACTED SUBGRADE
3. FOLLOWS GRADE
4. FIRST ROW ANCHORED WITH CONCRETE, FREE DRAINING

MANUFACTURER:	NATURAL PLAYGROUNDS COMPANY
STYLE:	REAL WOOD STUMPS
SIZE:	VARIES - 8"-18" HT, 16" +/- DIAMETER
MATERIAL/FINISH:	SUSTAINABLE HARDWOODS

NATURAL PLAYGROUNDS COMPANY, LLC
INFO@NATURALPLAYGROUNDS.COM

OR APPROVED EQUAL

3 LOG STEPPERS

SCALE: 1/2" = 1'-0"

NORRIS DESIGN
www.norris-design.com

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Denver, Colorado 80204
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Checked By: JB, WB

ALTO

LANDSCAPE DETAILS

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Sheet 14 of 30

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 15 OF 30

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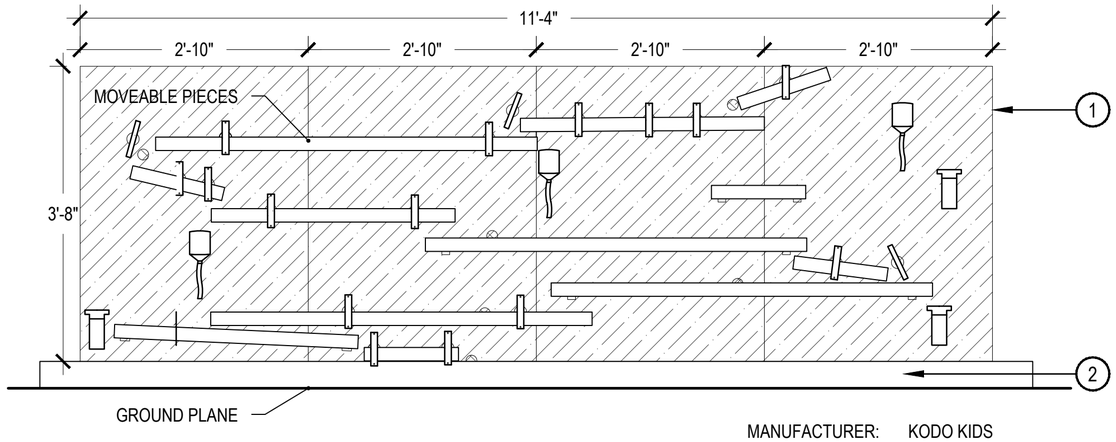


1. SURFACE MOUNTABLE PANELS
2. BALL CATCH BASIN

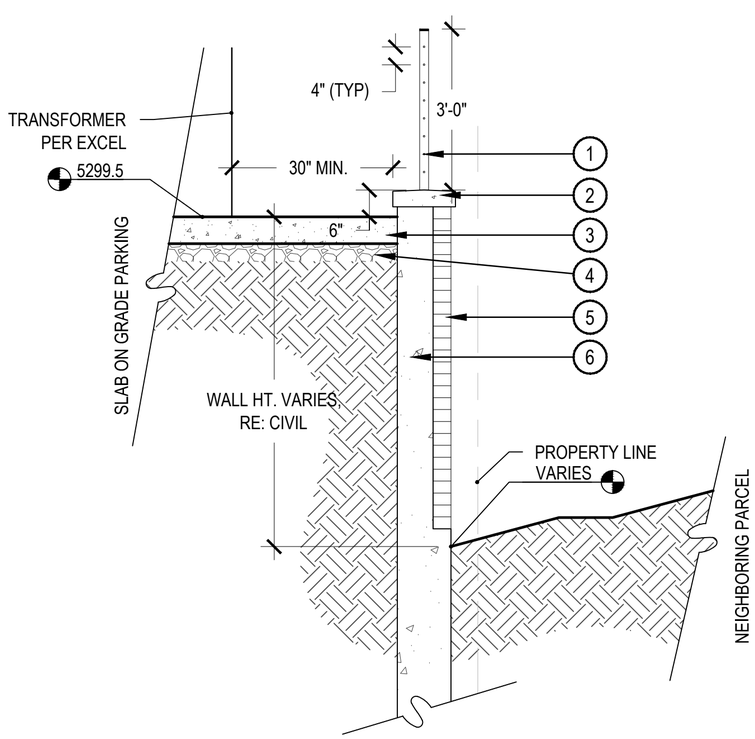
MANUFACTURER: KODO KIDS
STYLE: MAGNETIC PLAY WALL
SIZE: 68" L X 27" W X 44" H
MATERIAL/FINISH: STEEL WITH POWDERCOAT COLORS VARY

KODO KIDS, 720.340.2704
INFO@KODOKIDS.COM

OR APPROVED EQUAL
NOTE: ALL IS MOVEABLE ON MAGNETIC BOARD

1 INTERACTIVE MAGNET WALL

SCALE: 3/4" = 1'-0"



1. 3/8" X 2" PTD. STEEL POST
2. CAST STONE CAP
3. CONCRETE PAVED PARKING AREA
4. COMPACTED SUB GRADE
5. MORTAR-SET MASONRY VENEER
6. CONCRETE RETAINING WALL, RE: STRUCTURAL

2 CONCRETE RETAINING WALL

SCALE: 1/2" = 1'-0"

NORRIS DESIGN
www.norris-design.com

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Checked By: JB, WB

ALTO

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Sheet 15 of 30

OFFICIAL DEVELOPMENT PLAN

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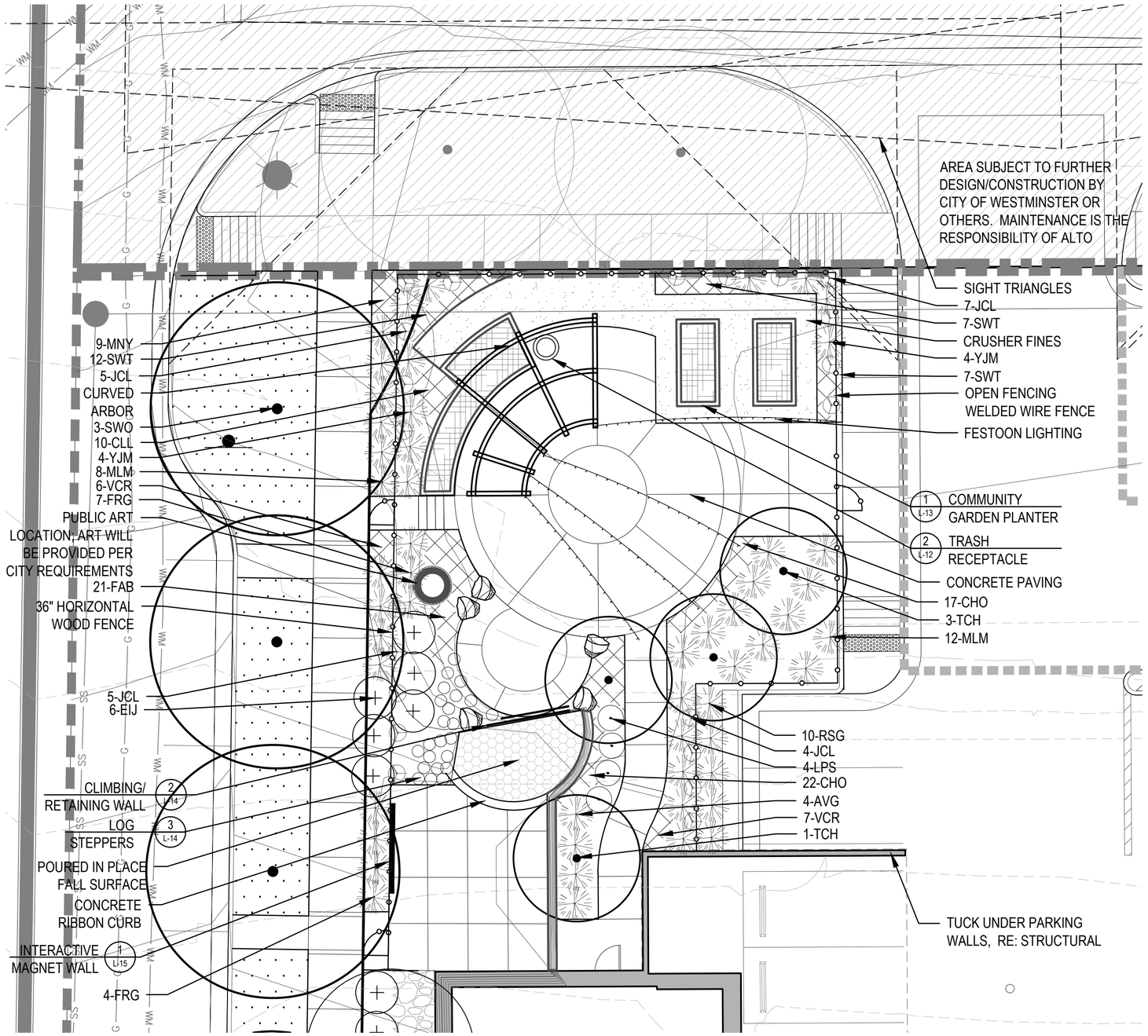
SHEET 16 OF 30



ENLARGEMENT - AMENITY AREA

LEGEND

- 5' BUILDING OFFSET
- FENCE
- LANDSCAPE BOULDERS
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- VINES
- PERENNIALS
- COBBLE
- SOD
- COMMUNITY GARDEN

Know what's below. Call before you dig.

NORTH

SCALE 1" = 10'

NORRIS DESIGN
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Checked By: JB, WB

ALTO

LANDSCAPE ENLARGEMENT

Date: 03/18/2015
Job No.: 15020

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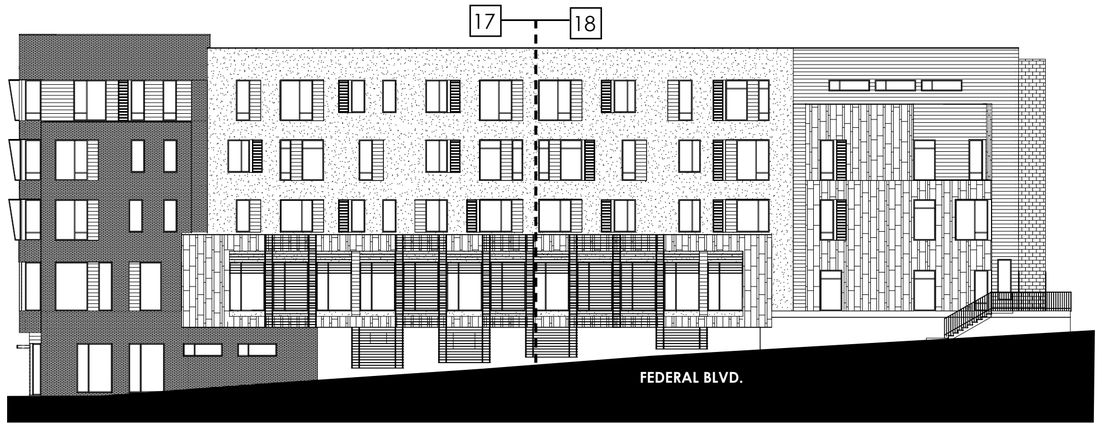
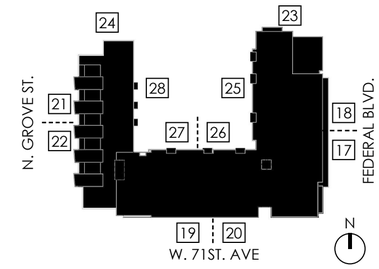
EXTERIOR MATERIAL SCHEDULE

MV1	MASONRY VENEER 1 LAKEWOOD BRICK ITALIAN TAN T-1 OR SIM.
MV2	MASONRY VENEER 2 LAKEWOD BRICK GRAPHITE OR SIM.
FC1	FIBER CEMENT CLADDING ACCENT 1 NICHIHA "VINTAGEWOOD" BARK
FC2	FIBER CEMENT CLADDING ACCENT 2 NICHIHA "VINTAGEWOOD" CEDAR
FC3	FIBER CEMENT PANEL COLOR: SW 7003 TOQUE WHITE OR SIM.
FC4	FIBER CEMENT PANEL COLOR: SW 2808 DARK BROWN OR SIM.
FC5	FIBER CEMENT PANEL COLOR: GLIDDEN CINNAMON STICK OR SIM.
S1	STUCCO COLOR 1 COLOR: SW 7003 TOQUE WHITE OR SIM.
S2	STUCCO COLOR 2 COLOR: SW 2808 DARK BROWN OR SIM.
MP	METAL PANEL - FLATLOCK SEAM COLOR: FIRESTONE SLATE GRAY OR SIM.
AL	ALUMINUM WINDOWS & STOREFRONT DARK ANODIZED
CMU	PAINTED CMU COLOR: SW 7019 GAUNTLET GRAY OR SIM.
MTL	PAINTED METAL RAILING & TRELLIS COLOR: SW 6006 BLACK BEAN OR SIM.



EAST / FEDERAL BLVD. OVERALL ELEVATION
N.T.S.



ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

THERE WILL BE NO OFF-SITE GLARE ALLOWED

BUILDING OVERALL EXTERIOR FINISH CALCULATIONS

MASONRY VENEER MV1 & MV2:	19%		
STUCCO S1 & S2:	18%	METAL PANEL SYSTEM MP:	16%
FIBER CEMENT CLADDING ACCENT FC1 & FC2:	18%	CMU:	8%
FIBER CEMENT PANEL FC3, FC4, FC5:	20%	CAST IN PLACE CONCRETE	1%

EAST FACADE EXTERIOR FINISH

MASONRY VENEER MV1 & MV2:	19%
STUCCO:	33%
FIBER CEMENT CLADDING FC1 & FC2:	16%
METAL PANEL SYSTEM MP:	24%
CAST IN PLACE CONCRETE	8%

PARTIAL EAST ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

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Designed By: R. PRANANTA Checked By: J. ADKINS

ALTO

ELEVATIONS

Date: 03/18/2015
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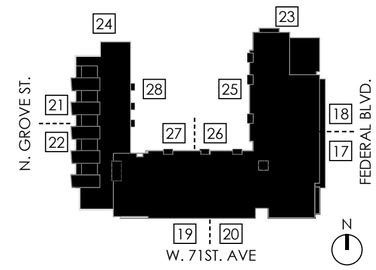
17



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THERE WILL BE NO OFF-SITE GLARE ALLOWED

PARTIAL EAST ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

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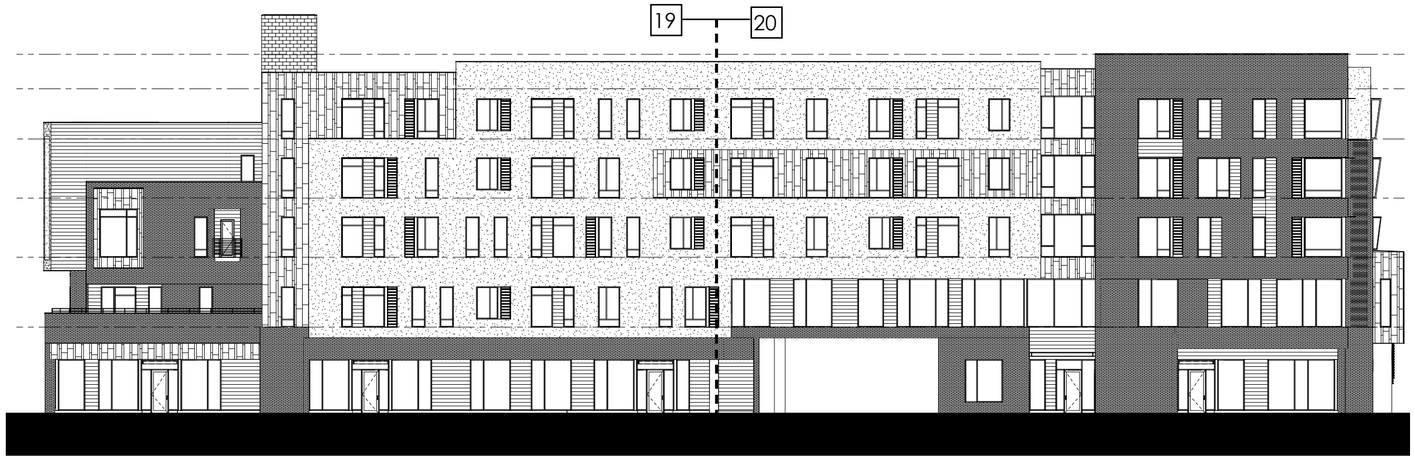
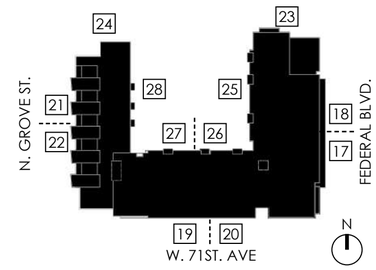


SOUTH / W 71ST AVE. OVERALL ELEVATION
N.T.S.



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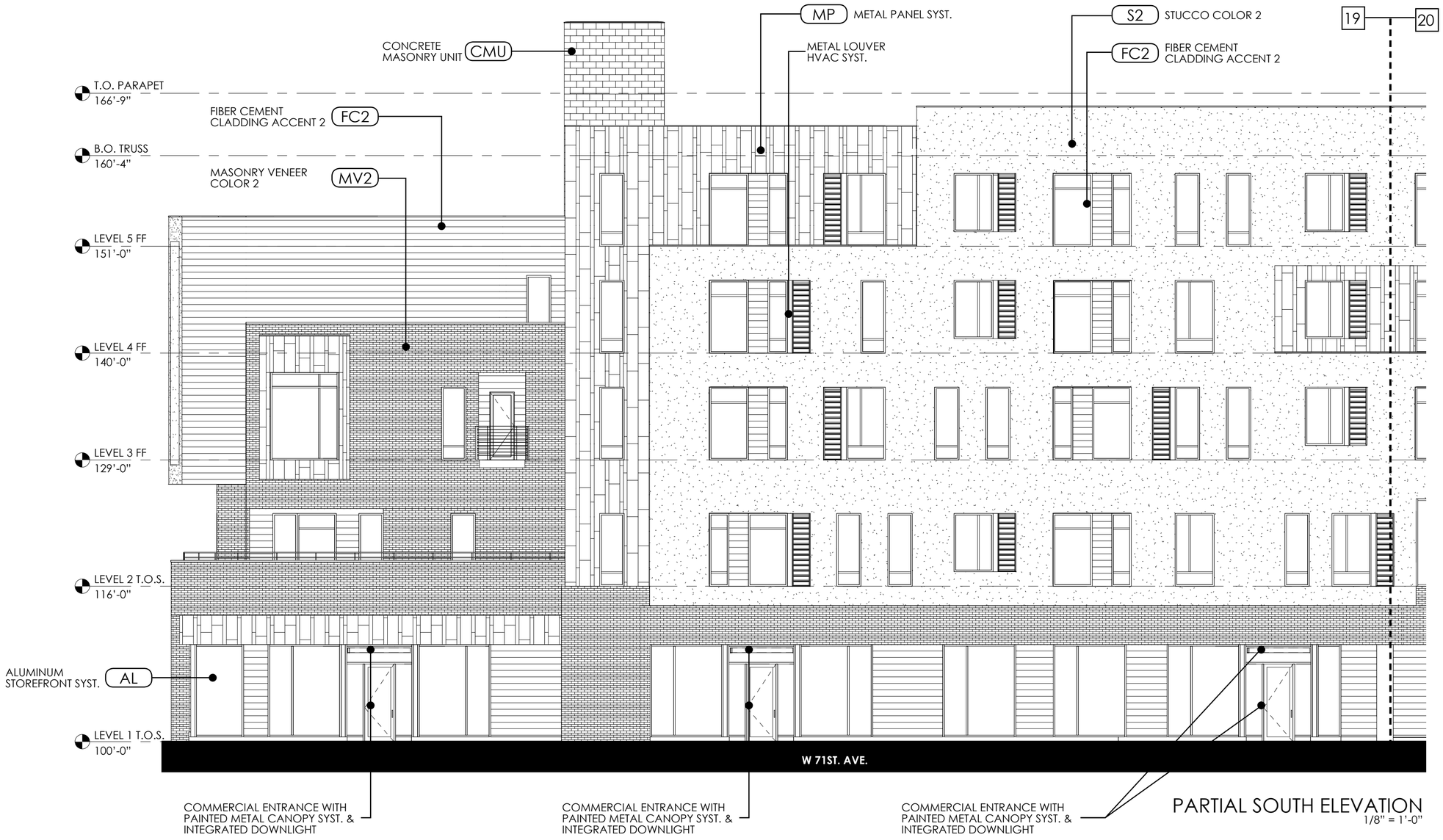
SOUTH FACADE MATERIAL CALCULATIONS

MASONRY VENEER MV1 & MV2:	35%
STUCCO:	36%
FIBER CEMENT CLADDING FC1 & FC2:	7%
METAL PANEL SYSTEM MP:	22%



PARTIAL SOUTH ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

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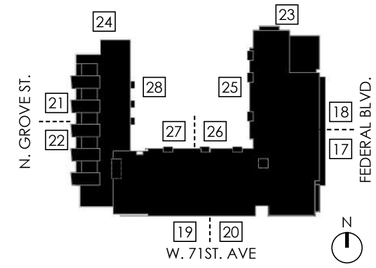

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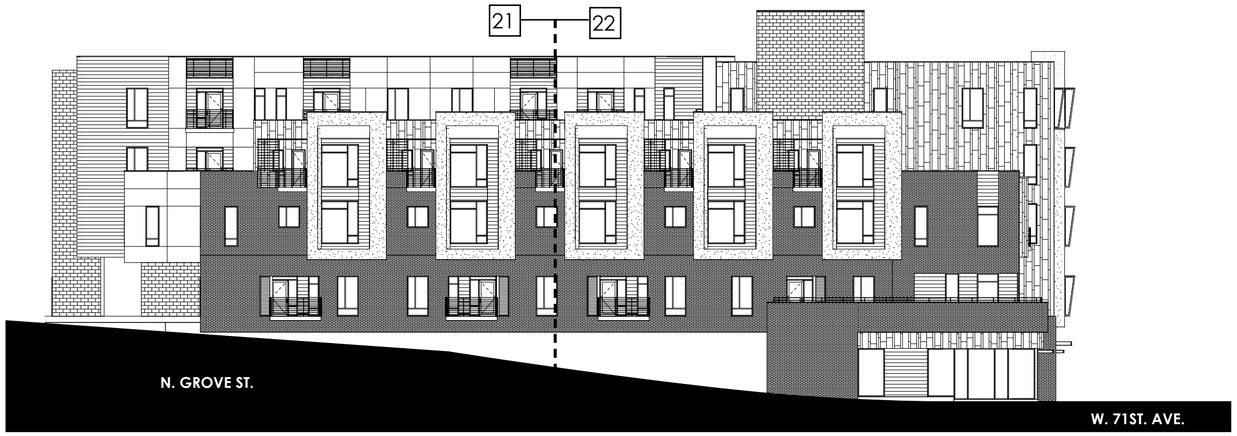
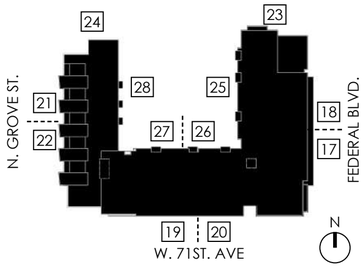
Sheet 20 of 30



WEST / GROVE ST. OVERALL ELEVATION
N.T.S.



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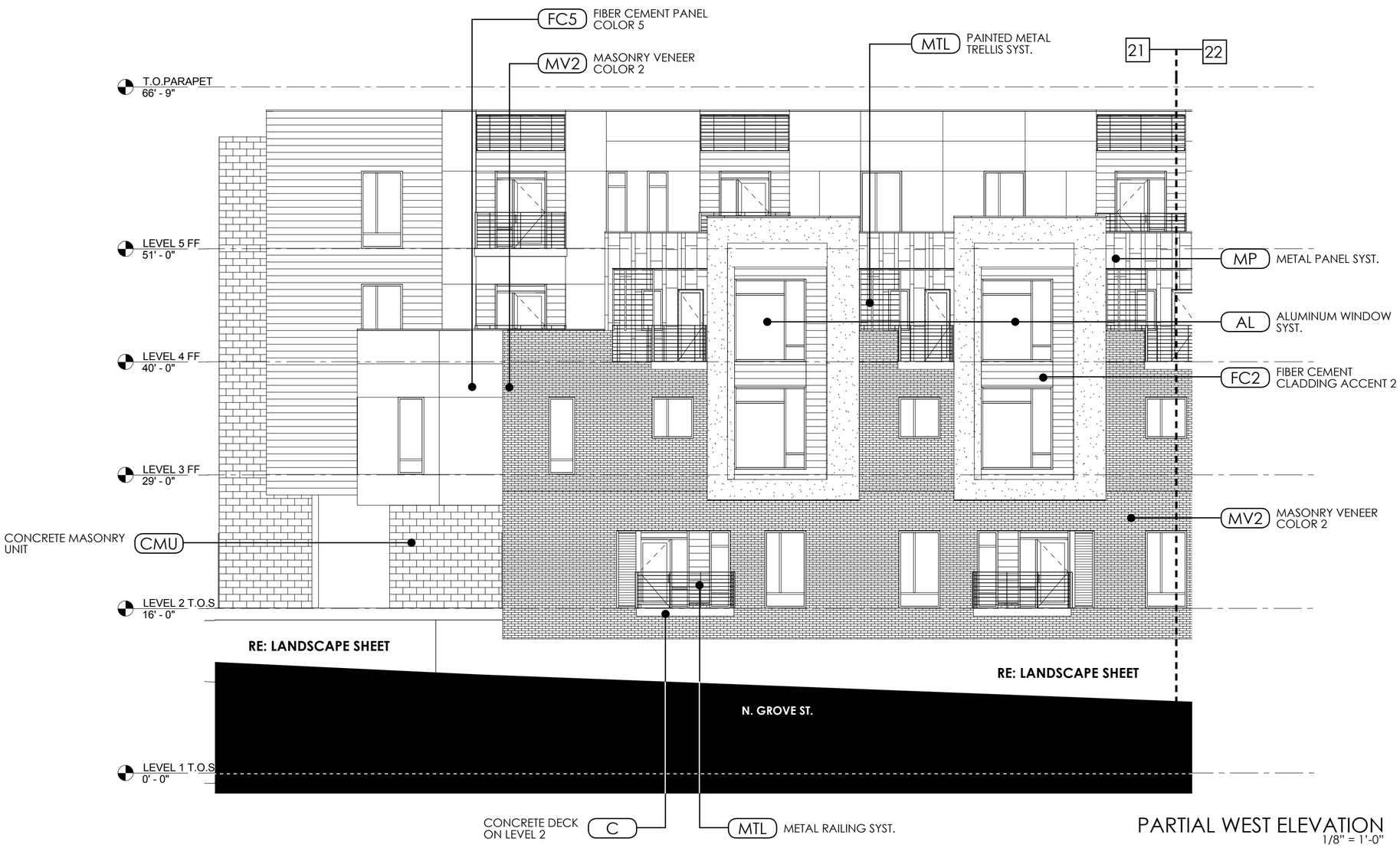
THERE WILL BE NO OFF-SITE GLARE ALLOWED

WEST FACADE MATERIAL CALCULATIONS

MASONRY VENEER MV1 & MV2:	33%
STUCCO:	14%
FIBER CEMENT CLADDING FC1 & FC2:	30%
METAL PANEL SYSTEM MP:	8%
PAINTED CMU	12%
FIBER CEMENT PANEL FC5	3%



PARTIAL WEST ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 ¼" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

ELEVATION = 5246.91 FEET (NAV 1988 DATUM)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	Description of Revisions	Date	By
3	TECHNICAL ODP RESUBMITTAL	11/18/15	RP
2	TECHNICAL ODP RESUBMITTAL	09/24/15	RP
1	TECHNICAL ODP RESUBMITTAL	07/15/15	RP

Designed By: R. PRANANTA Checked By: J. ADKINS

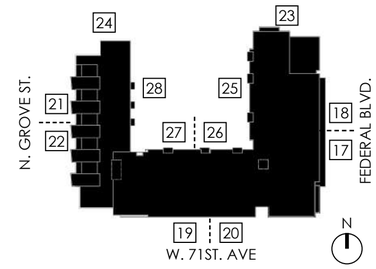
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

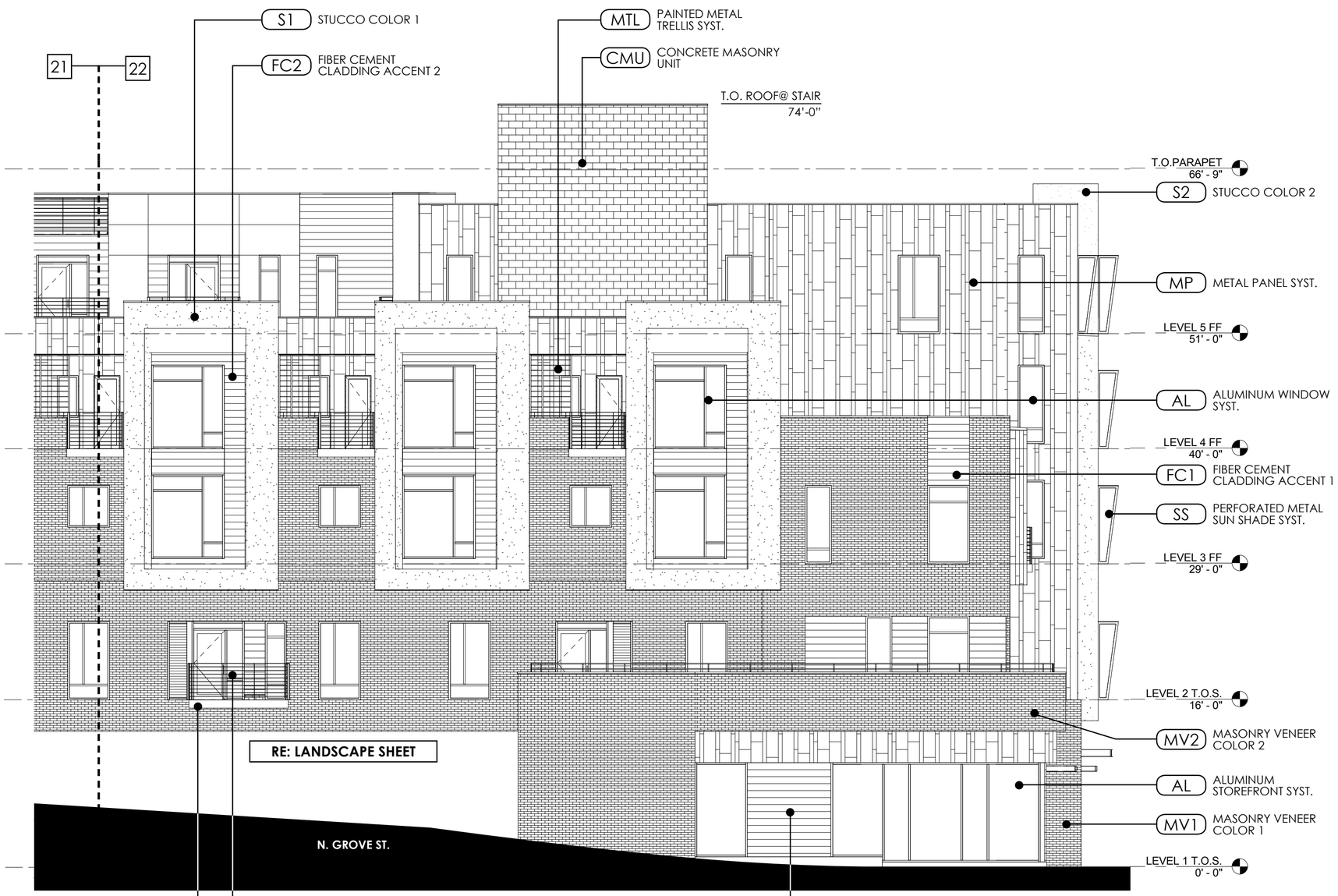
21

Sheet 21 of 30



ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

THERE WILL BE NO OFF-SITE GLARE ALLOWED



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SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

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Designed By: R. PRANANTA Checked By: J. ADKINS

ALTO

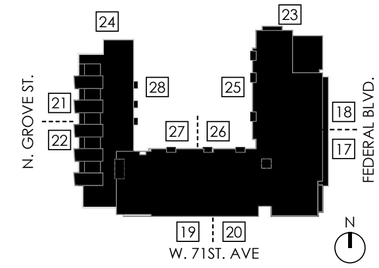
ELEVATIONS

Date: 03/18/2015
Job No.: 1639

22

Sheet 22 of 30

NORTH OVERALL ELEVATION
N.T.S.

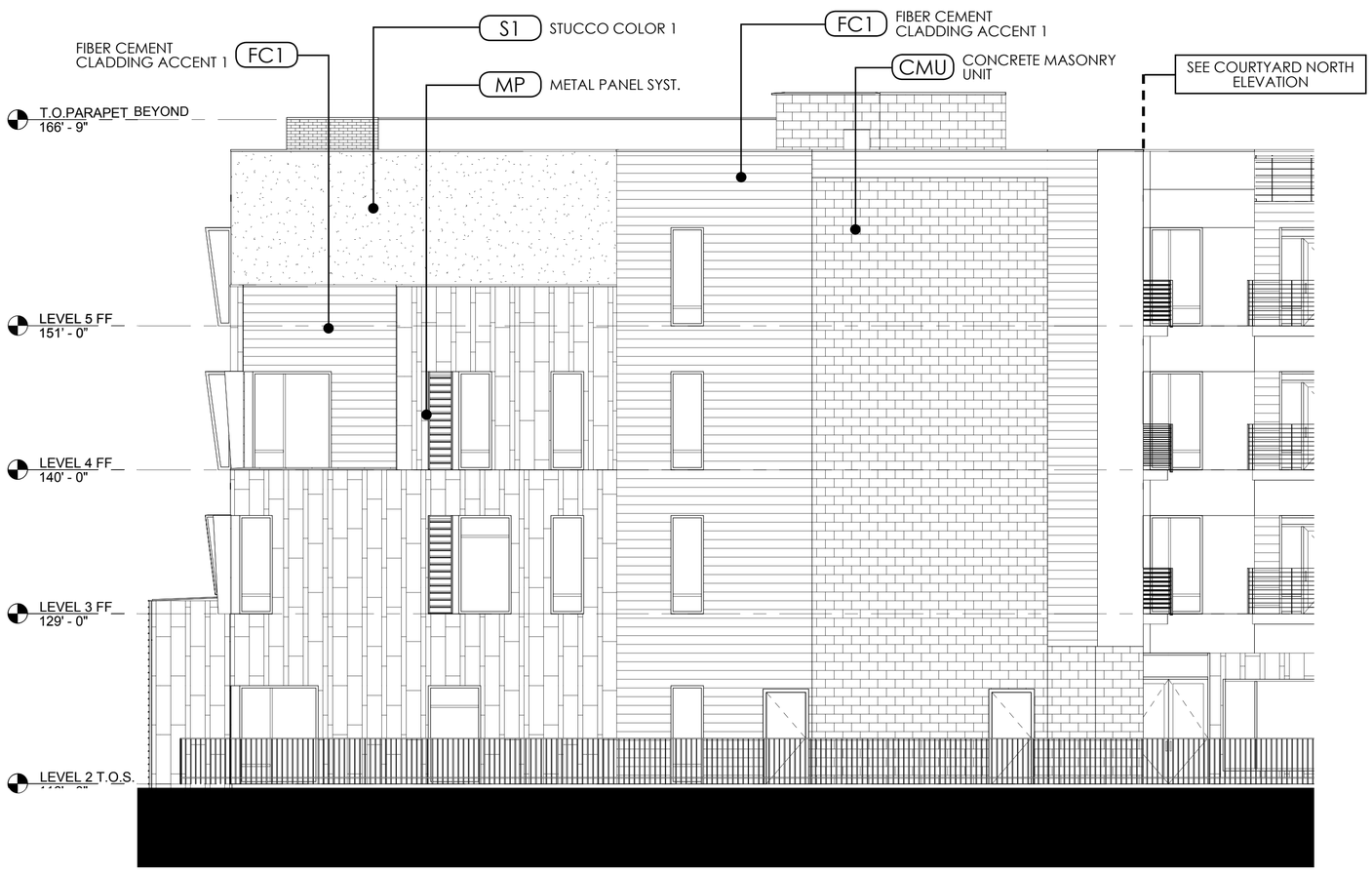


ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

THERE WILL BE NO OFF-SITE GLARE ALLOWED

NORTH FACADE MATERIAL CALCULATIONS

MASONRY VENEER MV2:	13%
STUCCO S1:	8%
FIBER CEMENT CLADDING FC1 & FC2:	19%
METAL PANEL SYSTEM MP:	19%
PAINTED CMU:	32%
FIBER CEMENT PANEL FC5:	9%



PARTIAL NORTH ELEVATION
1/8" = 1'-0"

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1550 WYNKOOP ST. #100
DENVER, CO 80202
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1	TECHNICAL ODP RESUBMITTAL	07/15/15	RP

Designed By: R. PRANANTA Checked By: J. ADKINS

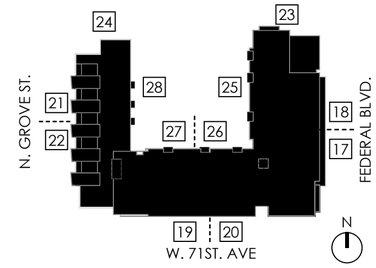
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

23

Sheet 23 of 30



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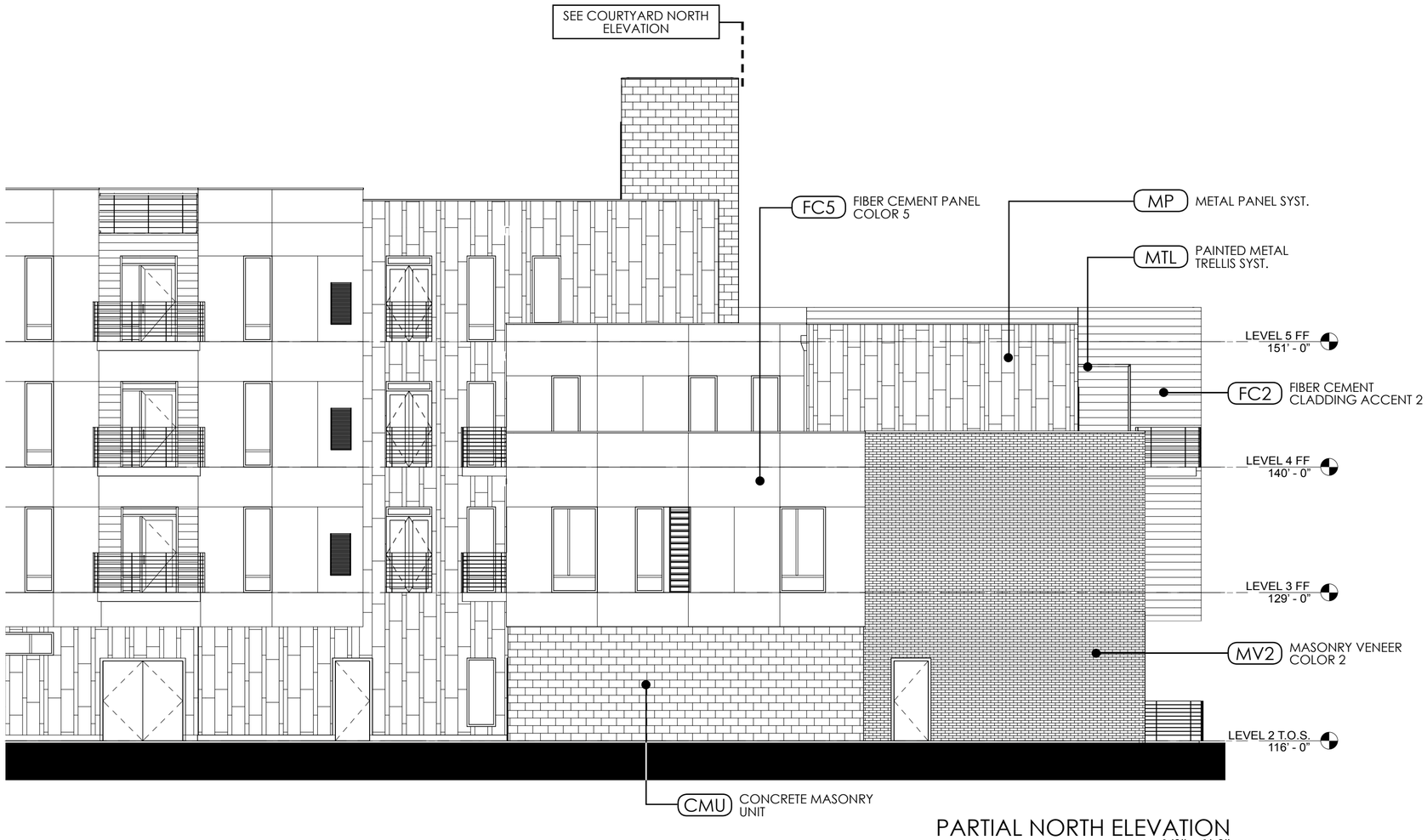

PARTIAL NORTH ELEVATION
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DENVER, CO 80202
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Designed By: R. PRANANTA Checked By: J. ADKINS

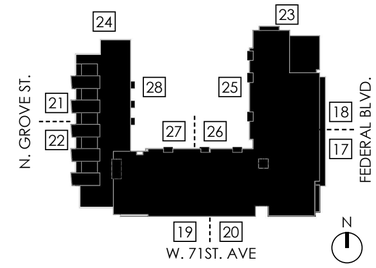
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

24

Sheet 24 of 30



ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

THERE WILL BE NO OFF-SITE GLARE ALLOWED

COURTYARD WEST FACADE MATERIAL CALCULATIONS

FIBER CEMENT CLADDING FC1 & FC2:	30%
PAINTED CMU:	6%
FIBER CEMENT PANEL FC3:	64%

COURTYARD WEST ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

1550 WYNKOOP ST. #100
DENVER, CO 80202
P: 303-436.9551

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Designed By: R. PRANANTA Checked By: J. ADKINS

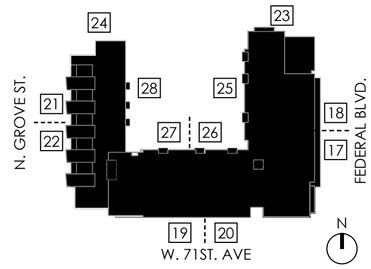
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

25

Sheet 25 of 30

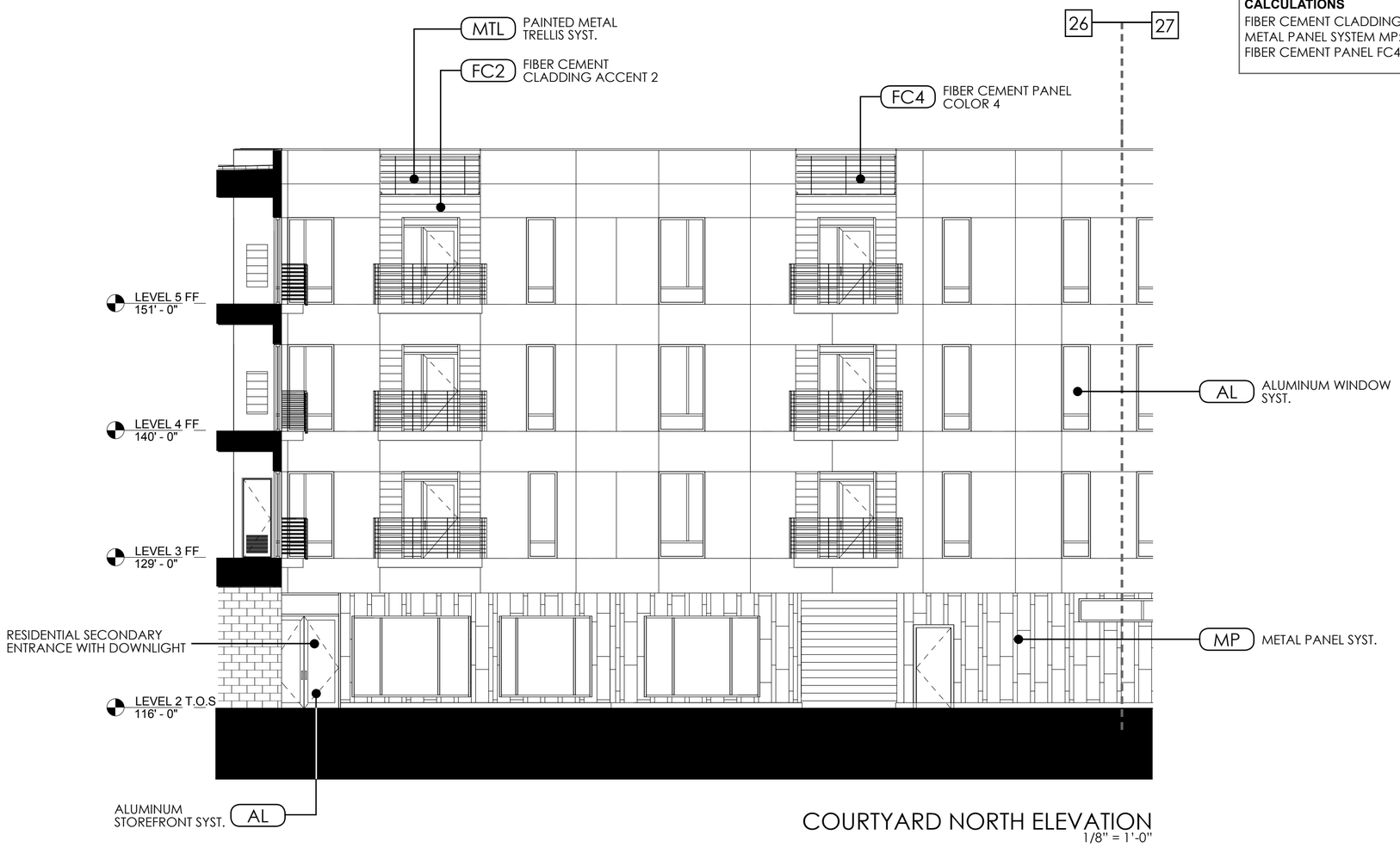


ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

THERE WILL BE NO OFF-SITE GLARE ALLOWED

COURTYARD NORTH FACADE MATERIAL CALCULATIONS

FIBER CEMENT CLADDING FC2:	19%
METAL PANEL SYSTEM MP:	28%
FIBER CEMENT PANEL FC4:	53%



COURTYARD NORTH ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

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DENVER, CO 80202
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Designed By: R. PRANANTA Checked By: J. ADKINS

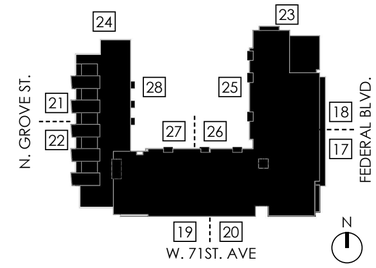
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

26

Sheet 26 of 30



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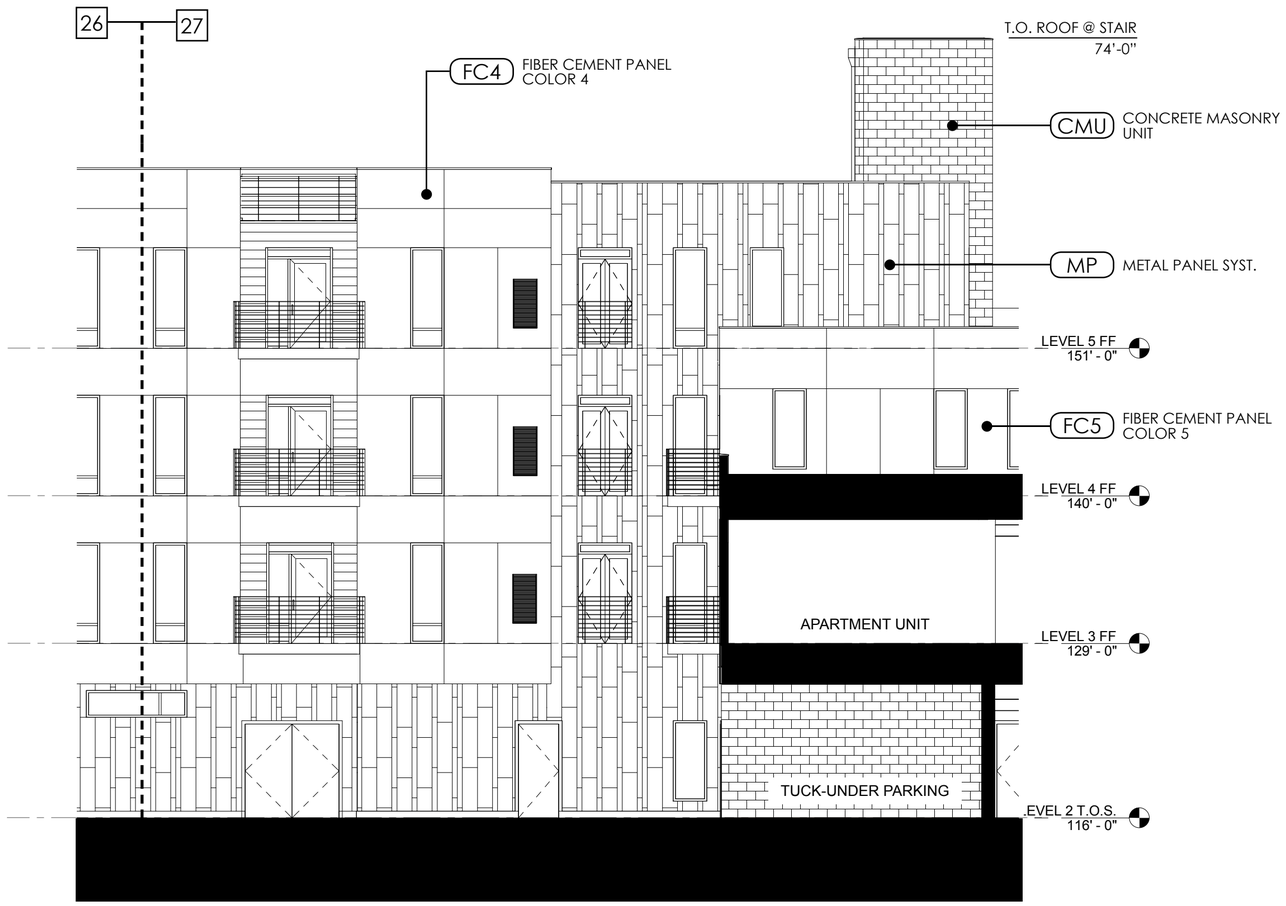

COURTYARD NORTH ELEVATION
1/8" = 1'-0"

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Designed By: R. PRANANTA Checked By: J. ADKINS

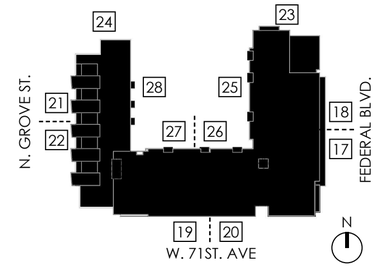
ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

27

Sheet 27 of 30



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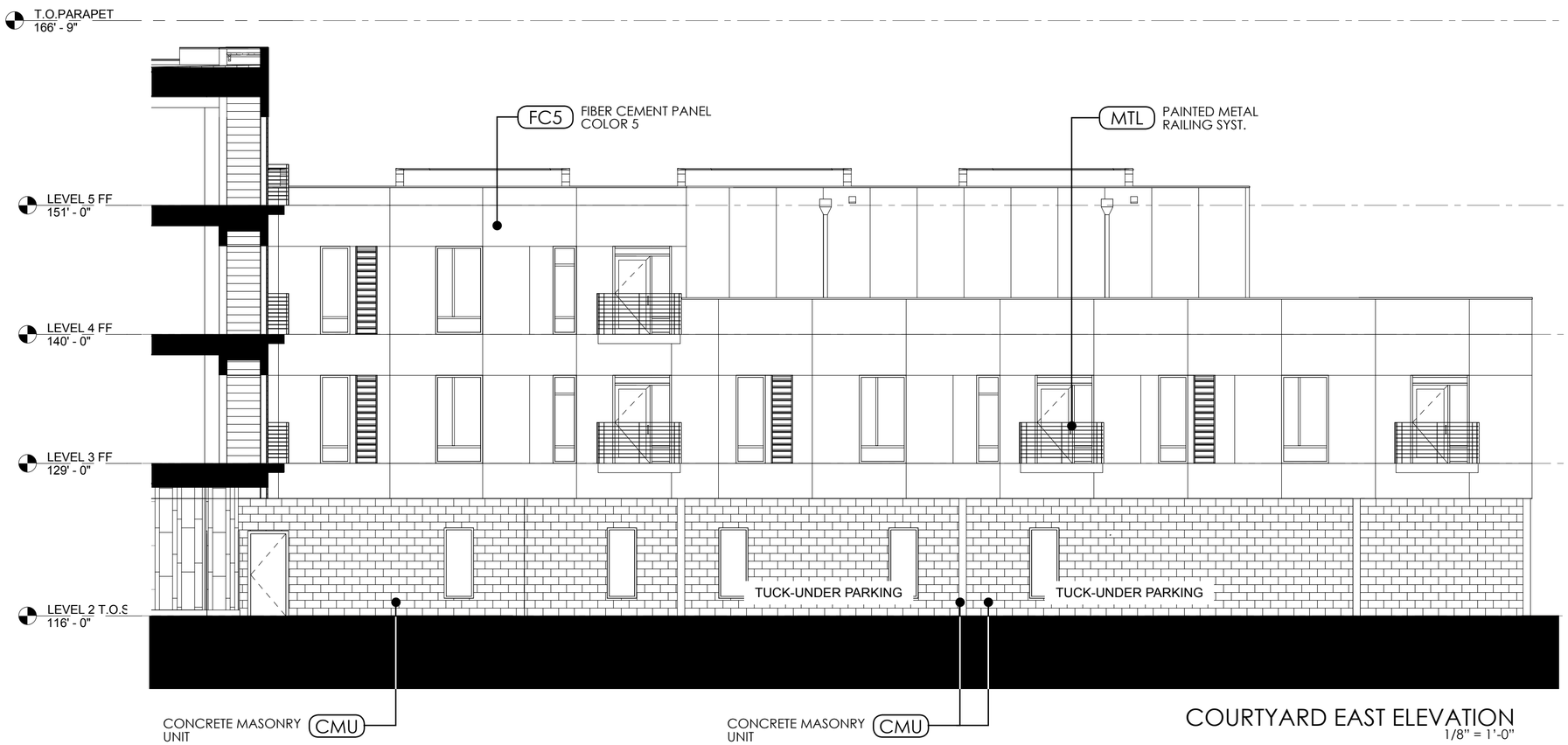
THERE WILL BE NO OFF-SITE GLARE ALLOWED

COURTYARD EAST FACADE MATERIAL CALCULATIONS

PAINTED CMU:	33%
FIBER CEMENT PANEL:	67%



COURTYARD EAST ELEVATION
1/8" = 1'-0"

SA+R
SHEARS ADKINS ROCKMORE

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Designed By: R. PRANANTA Checked By: J. ADKINS

ALTO

ELEVATIONS

Date: 03/18/2015
Job No.: 1639

28

Sheet 28 of 30

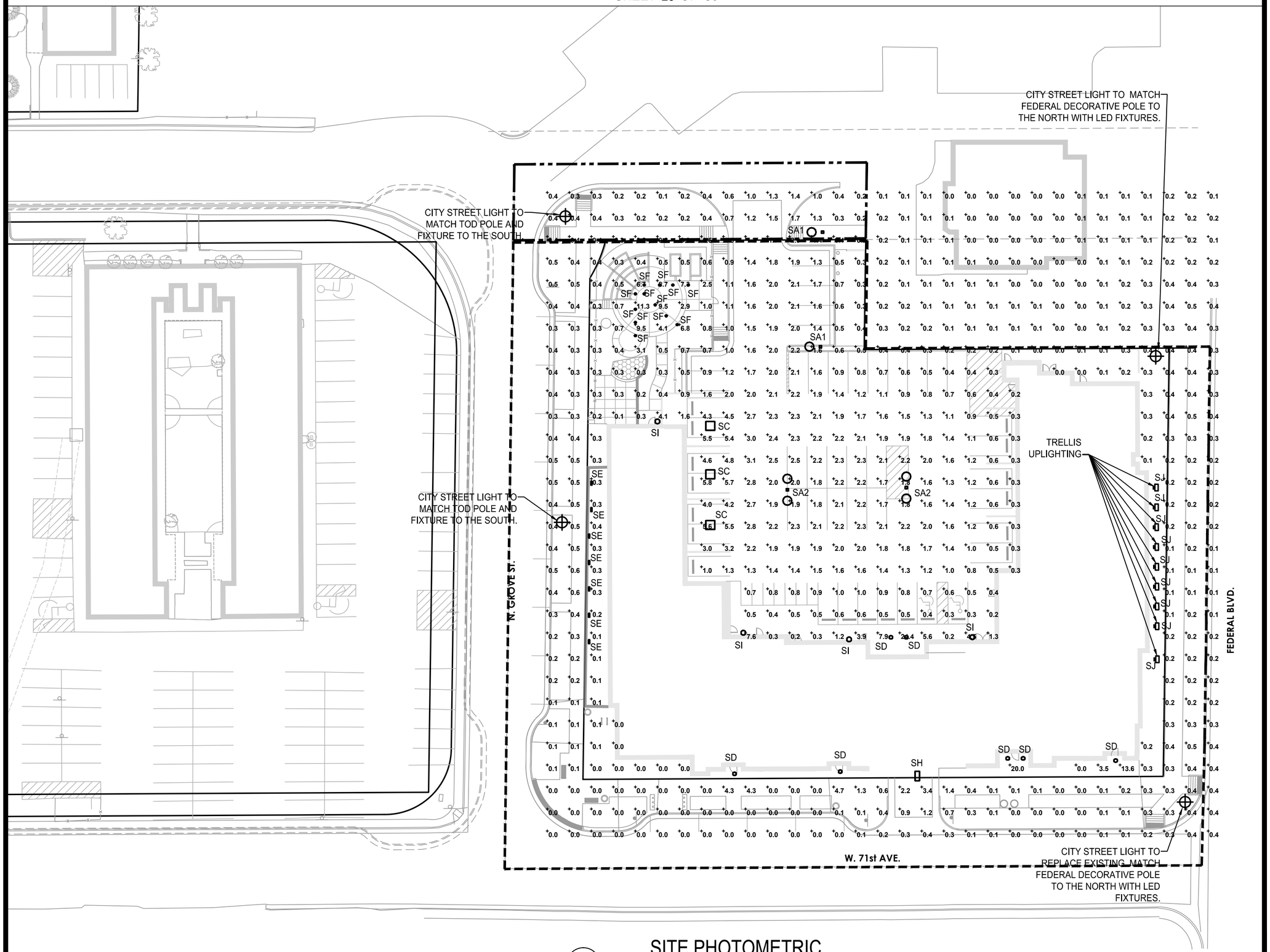
Attachment I

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 29 OF 30



1 SITE PHOTOMETRIC

SCALE: 1" = 30'-0"

JANSEN STRAWN CONSULTING ENGINEERS

45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

BENCHMARK:

ELEVATIONS ARE BASED ON THE CITY OF WESTMINSTER CONTROL POINT #110 BEING A FOUND 3 1/2" ALUMINUM CAP PLS #7735 AT THE EAST QUARTER CORNER OF SECTION 5,IN THE INTERSECTION OF W. 68TH AVE. AND ZUNI ST.

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No.	Description of Revisions	Date	By
3	PDP RESUBMITTAL	11/18/15	TLS
2	TECHNICAL ODP RESUBMITTAL	09/21/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: MTV Checked By: MTV

ALTO

SITE PHOTOMETRIC

Date: 03/18/2015

Job No.: 0452-01-1-02

E-100

Sheet 29 of 30

NOT FOR CONSTRUCTION

C:\Users\Marcus\appdata\local\temp\AcPublish_9396\PH-PHOTOMETRIC.dwg marcus 11.24.15 12:22 pm

OFFICIAL DEVELOPMENT PLAN

ALTO

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 30 OF 30

1 TYPE SA1/SA2

2 TYPE SC

3 TYPE SD

4 TYPE SE

Luminaire Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	SA1	4	JUNO LIGHTING GROUP, LLC	A2-B06-4K-UN-3	ACCULITE ALARI ARCHITECTURAL AREA LUMINAIRE, TYPE III DISTRIBUTION LOW EPA DIE CAST ALUMINUM HOUSING CLEAR FLAT LENS	LED	1	A2-B06-4K-UN-3--LED-PT08142002.ies	5438.042	1	72.07
	SA2	2	JUNO LIGHTING GROUP, LLC	A2-B06-4K-UN-3	ACCULITE ALARI ARCHITECTURAL AREA LUMINAIRE, TYPE III DISTRIBUTION LOW EPA DIE CAST ALUMINUM HOUSING CLEAR FLAT LENS	LED	1	A2-B06-4K-UN-3--LED-PT08142002.ies	5438.042	1	144.14
	SC	3	LSI INDUSTRIES	XSL2-5A-LED-50-SS-CW-DFL			1	XSL2-5A-LED-50--SS-CW-DFL.IES	4393.483	0.7	59.9
	SD	2	PHILIPS	C4L20CW35KCLUVB	4" DOWNLIGHT CYLINDER	LED	1	C4L20CW35KCLUVB.ies	2124.88	1	28.3
	SE	0		IC115LEDHSG + 838LED--13-3K-BL	JUNO IC LED OUTDOOR PERFORMANCE STEP LIGHT BLACK TRIM COLOR, 3000K CCT	LED/3K	1	IC115LEDHSG + 838LED-13-3K-BL.IES	172.7678	1	13.2
	SF	7		DE-LED-X22-FL-9-C, SM-DE-LED-X22-FL-9-C, CK-LED-X22-FL-9-C, SN-DE-LED-X22-FL-9-C-A, SN-DE-LED-X22-FL-9-C-B, SN-DE-LED-X22-FL-9-C-C, ST-DE-LED-X22-FL-9-C-A, ST-DE-LED-X22-FL-9-C-B, ST-DE-LED-X22-FL-9-C-C	MACHINED CYLINDRICAL METAL HOUSING, ONE LED MODULE, MACHINED METAL REFLECTOR MOUNTING RING, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH, CLEAR FLAT GLASS LENS IN MACHINED CYLINDRICAL BROWN METAL LENS FRAME WITH SEMI-SPECULAR INTERIOR.	ONE LED MODULE, XICATO XSM8030-1300/A3A, AIMED AT THE HORIZON.	1	DE-LED-X22-FL.ies	-1	1	17.5
	SH	12		DT-A026-35K-UN	AccuLite Polaris, Full Cut Off Decorative Wall Mounted Security & Accent Luminaire Heavy Duty Trapezoid Die Cast Aluminum Housing Wide Throw Distribution, Flat Clear Borosilicate Glass Lens Dark Sky Association Seal of Approval	LED Luminaire Output = 2496 LMS	1	DT-A026-35K-UN Led (090812).ies	2495.347	1	35
	SI	1	INDY BRAND, JUNO LIGHTING GROUP	L6-1340U+L600P-CL	INDY 6" DIA. 1-LED, 1300LM 4K, CYLINDER LENSED W/ CLEAR SPECULAR ALZAK (CL) PARABOLIC CONE & FROSTED GLASS CONVEXED LENS	1-WHITE LED LIGHT ENGINE, LUMEN RATING = -1/ABSOLUTE PHOTOMETRY	1	LC6S-1340U+L600P-CL.ies	1041.934	0.7	15
	SJ	9	KIM LIGHTING	EL218F5/8L3KUV	KIM LED MICRO FLOOD YOKE MOUNTED WET LOCATION UPLIGHT	LED 3K	1	EL218F5-8L3K .ies	952	.95	16

5 TYPE SF

6 TYPE SH

7 TYPE SI

7 TYPE SJ

JANSEN STRAWN
CONSULTING ENGINEERS

45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

FOR AND ON BEHALF OF
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BENCHMARK:

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2	TECHNICAL ODP RESUBMITTAL	09/21/15	TLS
1	TECHNICAL ODP SUBMITTAL	07/15/15	TLS

Designed By: MTV
Checked By: MTV

ALTO

SITE CUTSHEETS

Date: 03/18/2015
Job No.: 0452-01-1-02

E-101

Sheet 30 of 30

NOT FOR CONSTRUCTION

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BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **2**

SERIES OF 2016 INTRODUCED BY COUNCILLORS

__

A BILL

FOR AN ORDINANCE AMENDING THE ZONING OF 3 PARCELS OF PROPERTY GENERALLY LOCATED NORTH OF 71ST AVENUE, WEST OF FEDERAL BOULEVARD, AND EAST OF GROVE STREET, ADAMS COUNTY, COLORADO FROM C-1 AND R-4 TO PLANNED UNIT DEVELOPMENT (PUD)

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the rezoning of the properties generally located north of 71st Avenue, west of Federal Boulevard, and east of Grove Street, as described in Exhibit A, incorporated herein by reference, from the C-1 and R-4 zones to the PUD zone has been submitted to the City for its approval.

b. That the notice requirements of §11-5-13, W.M.C., have been met.

c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on December 22, 2015, and has recommended approval of the requested amendment(s).

d. That Council has completed a public hearing on the requested rezoning pursuant to the provisions of Title XI, Chapter 5, W.M.C., and has considered the criteria in §11-5-14, W.M.C..

e. That based on the evidence produced at the public hearing, a rezoning to the proposed PUD zoning district complies with all requirements of City Code, including, but not limited to, the provisions of §11-5-14, W.M.C., regarding standards for approval of planned unit development zoning and §11-4-3, W.M.C., requiring compliance with the Comprehensive Plan.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the properties, described in Exhibit A, attached hereto and incorporated herein by reference from the C-1 and R-4 zoning districts to the PUD zoning district, as depicted on the map marked Exhibit B, attached hereto.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25th day of January, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of February, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

REZONE LEGAL DESCRIPTION:

PARCEL B

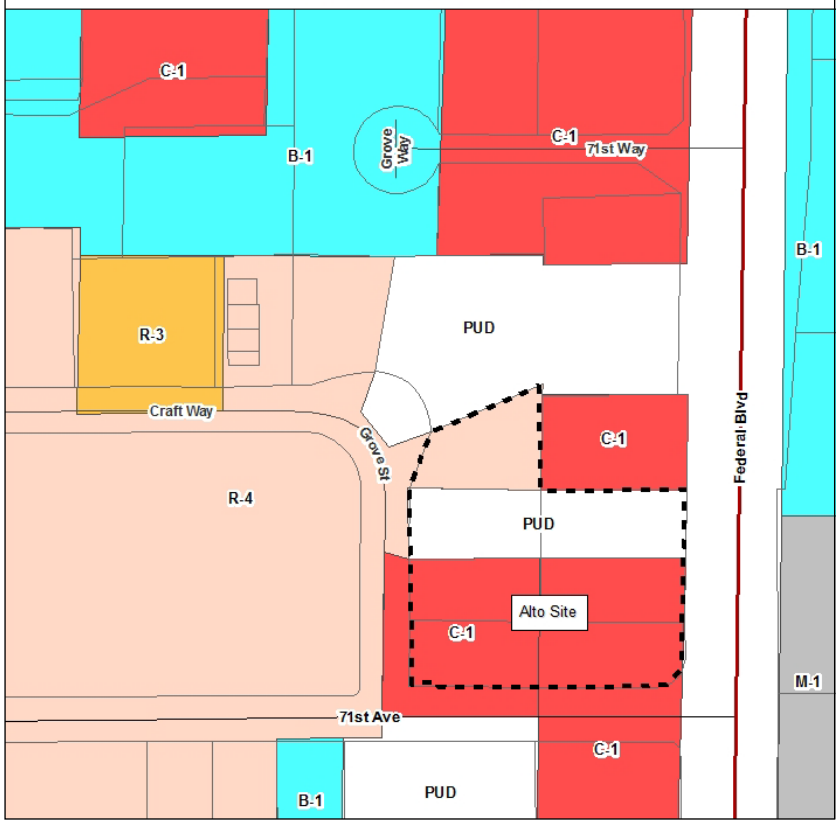
PARCEL I:
LOTS OR PLOTS 47 AND 48, AND THE SOUTH 70 FEET
OF LOT OR PLOT 23,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO

PARCEL II:
THE NORTH 40 FEET OF LOT 23 AND THE SOUTH 30 FEET
OF LOT 24,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO.

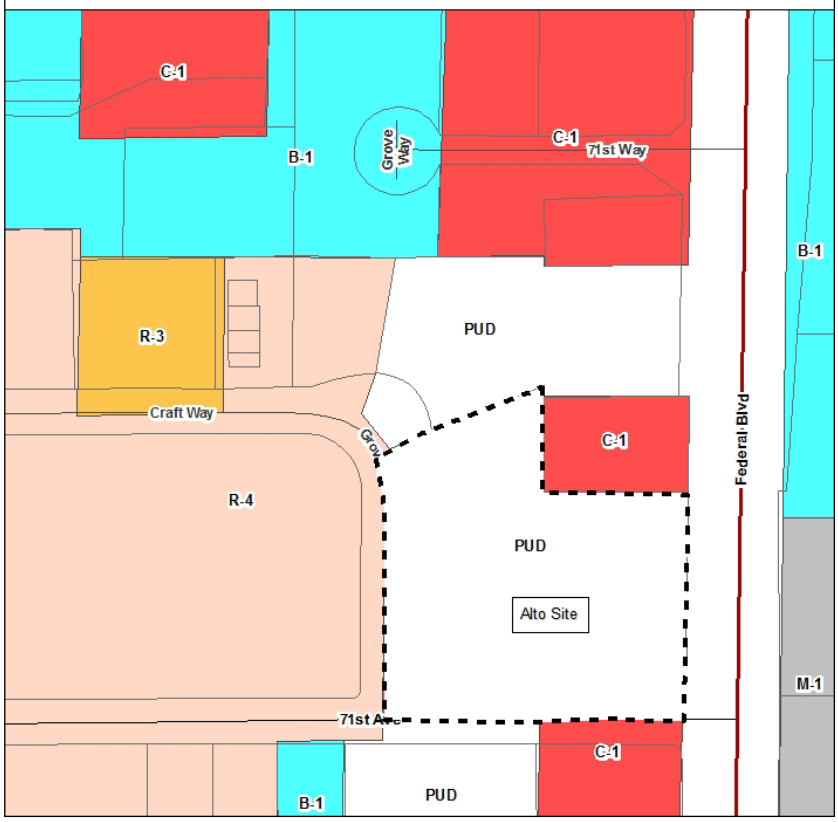
PARCEL Ill:
LOT 45,
FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947
COUNTY OF ADAMS,
STATE OF COLORADO.
COMMITMENT NO: 451-H0407123-266-NCS

Exhibit B

Alto - Existing Zoning Designation
C-1, R-4, and PUD



Alto - Proposed Zoning Designation
PUD



WESTMINSTER

Agenda Item 10 E

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Resolution No. 3 Updating City Council's Rules and Regulations Related to Travel

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 3 Updating City Council's Rules and Regulations related to travel.

Summary Statement

- At the Council's Retreat of December 19, 2015, City Council reviewed the City Council's Rules and Regulations document and requested an amendment to Part VII, Section 26, C., Expense Reports.
- The proposed amendment pertains to the procedure for the City Council's internal review of expense reports.
- City Council last updated its travel policy in June 2012.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Should the City Council make changes to the City Council Rules and Regulations specific to the Council's travel policy as outlined in the resolution attached?

Alternatives

City Council could decide not to adopt the attached resolution or direct Staff to make additional changes. Based on feedback received from City Council at the December 19 Retreat, Staff recommends adopting the changes as proposed.

Background Information

The Council Rules and Regulations include the City Council's travel policy; the travel policy was last updated in 2012. Pursuant to Part VII, Section 9 of Council Rules and Regulations, "These rules may be amended or new rules adopted by a majority vote of all members of the Council. Any such alteration or amendments shall be submitted in writing at the preceding regular meeting and shall be placed on the agenda under the order of new business. This requirement shall be waived only by unanimous consent of all members of Council."

The proposed changes are to Part VII, Section 26, C., "Expense Reports." The proposed changes are suggested to clarify the City Council's internal review procedures for the Mayor and City Councillor travel expense reports.

This action supports the City Council's goal of "Financially Sustainable City Government Providing Excellence in City Services."

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. **3** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION AMENDING COUNCIL RULES AND REGULATIONS

NOW, THEREFORE, be it resolved, by the City Council of the City of Westminster that the Council rules are hereby amended as follows:

PART VII – MISCELLANEOUS

26. CITY COUNCIL TRAVEL POLICY

C. EXPENSE REPORTS

The Mayor and all City Councillors shall file a report for all trip related expenses within one week upon return from the trip. The completed expense report shall be submitted to the City Manager's Office for processing. Receipts for expenses of $25.00 and greater shall be attached to the form. The Finance Department shall review all such expense reports for mathematical accuracy and shall identify any items that do not appear to be in conformance with the City's travel policy for City employees. If any discrepancies are observed, the same will be brought to the attention of the submitting party for correction. If the submitting party disagrees with any item identified by the Finance Department, the other members of Council shall determine the matter.

If compliance in submitting travel expenditure reports within one week upon return is not realized, the subject City Councillor shall not be allowed to travel at City expense on future trips until such time as all reports are filed, reconciled and any balances are rectified where either the Councilmember owes the City or the City Councilmember is owed reimbursement by the City.

City Councillors who use City issued purchasing cards shall not be allowed to make charges against said purchasing card when there are any outstanding City travel expenditure reports from the subject City Councillor. Use of such City purchasing cards shall be held in abeyance until all travel expenditure reports have been submitted, audited and any balance due the City by the City Councillor is resolved.

City staff shall provide a monthly summary to all members of City Council reflecting the status of travel expenditure reports which are due as well as indicating the status of audits conducted by finance department staff with any deficiencies in documentation so noted.

The Mayor ~~Pro Tem~~ shall approve expense reports of the Mayor Pro Tem~~,~~ and Councillors; the Mayor Pro Tem shall approve expense reports of the Mayor. The Finance Department shall audit the expense report for mathematical accuracy.

In the event Councillors travel as a group, occupy the same hotel and/or have meals together, a claim covering all expenses for all members may be filed in lieu of individual accounting.

PASSED AND ADOPTED this 25th day of January, 2016.

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

WESTMINSTER

Agenda Item 10 F - L

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Resolution Nos. 4 through 10 re Residential Service Commitment Competition Awards

Prepared By: Grant Penland, Principal Planner

Recommended City Council Action

1. Adopt Resolution No. 4 awarding Category B-1 Service Commitments to the Amberwood Estates Single Family Detached Residential project.
2. Adopt Resolution No. 5 awarding Category B-4 Service Commitments to the Bradburn Village West Apartments Traditional Mixed Use Neighborhood Development project.
3. Adopt Resolution No. 6 awarding Category B-1 Service Commitments to the CalAtlantic Homes at City Park Single Family Detached Residential project.
4. Adopt Resolution No. 7 awarding Category B-1 Service Commitments to the Crown Point at Standley Lake Traditional Mixed Use Neighborhood Development project..
5. Adopt Resolution No. 8 awarding Category B-3 Service Commitments to the Valley View Estates Single Family Detached Residential project.
6. Adopt Resolution No. 9 awarding Category B-4 Service Commitments to the Wall Custom Homes Single Family Detached Residential project.
7. Adopt Resolution No. 10 awarding Category B-4 Service Commitments to The Westminster Promenade West Traditional Mixed Use Neighborhood Development project.

Summary Statement

- The City received 8 Category B (new residential) and 1 Category E (new senior housing) applications for the 2016 Growth Management Program competition. Please see the attached map for the locations and the background section for a summary of the submittals.
- Staff has reviewed the project applications and recommends awarding Service Commitments (SCs) to the following 7 projects:
  - Amberwood Estates: Single Family Detached (Category B-1)
  - Bradburn Village West Apartments: Traditional Mixed Use Neighborhood Development (TMUND) (Category B-4)
  - CalAtlantic Homes at City Park: Single Family Detached (Category B-1)
  - Crown Point at Standley Lake: Traditional Mixed Use Neighborhood Development (TMUND) (Category B-4)
  - Valley View Estates: Single Family Detached (Category B-1)
  - Wall Custom Homes: Single Family Detached (Category B-1)
  - Westminster Promenade West: Traditional Mixed Use Neighborhood Development (TMUND) (Category B-4)
- The attached resolutions propose award of a total of 401 SCs beginning in 2016, enough for 613 units at 0.5 SCs per unit for multi-family and 1.0 SCs per unit for single-family detached residential. Comprehensive Plan (CP) amendments and Preliminary Development Plan (PDP) and Official Development Plans (ODP) will need to be approved by December 31, 2017, or the SCs would expire unless extended by Council. The proposed resolutions attached to this agenda memo relate to the City's Growth Management Program and are based on the findings established in Section 11-3-1 of the Westminster Municipal Code.
- The attached resolutions are contingent upon ultimate City approval of any necessary documents and do not commit the City to approve any document or project as a result of these awards.

Expenditure Required: $0
Source of Funds: N/A

Policy Issue

As a result of the 2016 Service Commitments competition, should the City award Service Commitments as outlined below?

Alternatives

1. Do not award Service Commitments to any of the projects. In this event, the property owners/developers can make a request during next year's residential competition. This alternative is not recommended and the most significant outcome of this alternative would be that the projects will be delayed until the next competition cycle in one year, which can result in discontinued interest in the site by the developer.
2. Award Service Commitments to all 9 projects submitted. This alternative is not recommended, as the projects not recommended for award fail to meet the intent and purpose of the award criteria, and the total Service Commitments awarded would exceed the total number previously allocated by City Council for the 2016 competition.
3. Award Service Commitments to those projects City Council deems appropriate. This alternative is not recommended, projects not recommended for award fail to meet the intent and purpose of the award criteria.

Background Information

The City's Growth Management Program was established in 1978 to aid the City in balancing growth with the City's ability to provide and expand services including water, water treatment, sewer, police, fire, parks and recreation, etc. Within the Growth Management Program, there is a provision that SCs for residential projects shall be awarded on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria. The intent of these SC competitions is for a limited number of new residential projects to proceed to the City's development review process. Although each applicant must submit a sketch plan for this competition, the City does not formally review each site plan at this stage and does not require engineering studies and plans for the projects. Award recipients should expect that significant changes to their plans may be necessary during the development review process, which might affect various elements of the project including total number of units possible. Projects awarded SCs must process any required documents, including CP amendments, if necessary. It is not necessary for applicants to process their CP amendments prior to the awards. The SC awards do not obligate the City to approve any required plan or document as a result of the award. If a project does not receive approval of any required documents, the SCs are returned to the water supply figures.

Council authorized the 2016 competition for all new residential and senior housing projects in September of 2015. Council approved a total of 650 SCs for this competition, including 550 for new residential (Category B) and 100 for new senior housing (Category E).

The table below reflects all projects submitted as part of the 2016 Residential Service Commitment Awards Competition.

Project Type	Project Name/ Location	Developer	Acres	Gross DU/ Acre	Score / % of Possible	# of SCs Requested	Recommended SC Award	Units Based on Award
SFD B-1	Amberwood Estates/SWC 101st & Sheridan	TBD	4.54	2.86	3525 / 31.1%	13	**13**	13
TMUND	Bradburn Village West Apartments/NWC Tennyson & 118th Pl	TBD	4.13	36.8	N/A	76	**37**	74
SFD B-1	CalAtlantic Homes at City Park/SWC of Sheridan & 104th	CalAtlantic Homes	25.6	3.36	3275 / 28.9%	86	**86**	86
TMUND	Crown Point at Standley Lake/NEC Garrison & 100th	Oakwood Homes	13.01	4.92	N/A	64	**64**	64
SFD B-1	Valley View Estates/NEC Eliot & 104th	BBG Construction	1.7	5.29	3370 / 29.8%	9	**9**	9
SFD B-1	Village at City Park/SWC Sheridan & 102nd	Toll Brothers	13.337	3.52	2200 / 19.4%	47	**0**	0
SFD B-1	Wall Custom Homes/NWC Lipan & 144th	Wall Custom Homes	6.98	2.44	3045 / 26.9%	17	**17**	17
TMUND	Westminster Promenade West/NWC Westminster Blvd & 104th	TBD	31.86	21.97	N/A	350	**175**	350
SENIOR E	Westminster Senior Living/SWC Park Centre Dr & 122nd	CA Senior Living Holdings	6.84	6.02	825 / 11%	14.42	**0**	0
	TOTALS		**107.997**			**676.6**	**401**	**613**

The following charts represent the current year SC competition submittals in comparison to projects awarded from 1998 to 2015 in each residential category. Percentage of points possible is utilized for comparison, as the total points possible have varied throughout the competition's history.

2016 Competition:		Total Points Possible	Total Points Scored	**% of Total Points Scored**
SFD	5			
Amberwood Estates		11325	3525	**31%**
CalAtlantic Homes			3275	**29%**
Valley View Estates			3370	**30%**
Village at City Park			2200	**19%**
Wall Custom Homes			3045	**27%**
SFA	0			
		11150	0	**0%**
MF	0			
		9775	0	**0%**
Senior	1			
Westminster Senior Living		7825	825	**11%**
TMUND	3			
Bradburn West Apt		n/a	n/a	**n/a**
Crown Point at Standley		n/a	n/a	**n/a**
Westminster Promenade W		n/a	n/a	**n/a**

Type	**Average Score% 1998-2015**
SFD	37%
SFA	41%
MF	36%
Senior	41%
TMUND	n/a

Additional information about all of the submittals is detailed below:

Overview of each project recommended for award:

Single Family Detached Residential:

Amberwood Estates

The Amberwood Estates project is located at the southwest corner of 101st Avenue and Sheridan Boulevard. The project was originally awarded 16 SCs in 2006. The residential project obtained approval of a combined Preliminary and Official Development Plan on April 26, 2010, which rezoned the property from O-1 (Open District) to PUD (Planned Unit Development), and allowed for 13 single family detached residential dwellings. The applicant did not commence development and the project went "stale" as a result. The project was again awarded 13 SCs in February of 2014, for the 2014 SC competition. Those SCs expired on December 31, 2015.

The applicant is requesting the award of 13 SCs for single family detached residential dwellings, to coincide with the previously approved PDP and ODP. The Comprehensive Plan (CP) designates the property R-3.5. Community Development staff supports the award of 13 SCs, since the proposal will conform to the Comprehensive Plan as well as the previously approved PDP and ODP. (Note: this property is comprised of the same area as another application submitted for the 2016 SC competition, Village at City Park).

CalAtlantic Homes at City Park

The CalAtlantic Homes at City Park property is located at the southwest corner of Sheridan Boulevard and 104th Avenue. The applicant is requesting the award of 86 SCs for single family detached units on 25.6 acres. The CP designates the property R-3.5 and the applicant is proposing a maximum density of 3.36 dwelling units per acre.

CalAtlantic Homes (formerly Ryland Homes) was awarded 65 SCs in 2015 for single family detached units. The applicant had requested a combination of single family attached and single family detached SCs. Staff was supportive of awarding the project only single family detached SCs, since only a small percentage (approximately 16%) of available residential land is designated for single family detached residential development and based upon its proximity to the existing Waverly Acres single family detached development.

CalAtlantic Homes has proposed a combination of 7,000 square foot single family detached lots, as well as 4,300 square foot single family detached (alley loaded) lots. Because the R-3.5 Comprehensive Plan designation's minimum lot size of 7,000, the applicant is also proposing a Comp Plan change to R-5. The R-5 designation does not have a minimum lot size and would accommodate the smaller, alley loaded lots.

In order to ensure the continued availability of single family detached residential housing and to provide a consistent single family detached development pattern for the area, staff is supportive of awarding 86 single family detached SCs to the project. Several design modifications relating to park, open space, and buffering will need to occur through the development review process, which may likely reduce the total number of lots that can be developed on site.

Valley View Estates
The project is located at the northeast corner of Eliot Street & 104th Avenue. The property was originally awarded seven (7) SCs in 2004. The residential project obtained approval of a combined Preliminary and Official Development Plan in December of 2007, which allowed for 10 single family attached residential dwellings (duplexes). Though several SC extensions were granted, the original applicant did not commence development and the project went "stale" as a result.

The applicant is requesting the award of 9 SCs for single family detached residential dwellings, with a density of 5.3 dwelling units per acre. The Comprehensive Plan designates the property R-8, which allows up to 8 du/acre. Staff supports the award of 9 SCs, since the proposal will conform to the Comprehensive Plan.

Wall Custom Homes
The Wall Custom Homes project is located at the northwest corner of Lipan Street and 144th Avenue. The applicant is requesting the award of 17 SCs for 17 single family detached homes. The Comprehensive Plan designates the property R-2.5 and the applicant is proposing a maximum density of 2.44 dwelling units per acre.

Community Development staff supports the award of 17 SCs, since the proposal will conform to the Comprehensive Plan and custom homes will be a welcome addition to the area.

Traditional Mixed Use Neighborhood Development:
Bradburn Village West Apartments
The Bradburn Village West Apartments property is generally located at the northwest corner of Tennyson Street and 118th Place. The current Comprehensive Plan land use designation for the property is TMUND, which allows up to 18 dwelling units per acre (greater densities may be allowed if approved by Planning Commission and City Council).

The applicant is requesting the award of 76 SCs for 152 multi-family residential (rental) units on 4.13 acres with a proposed density of approximately 36.8 du/acre.

The Bradburn Village ODP approved by City Council in April of 2001, contained a condition regarding "affordable" residences, which states, "*The Official Development Plan shall also include 25 for purchase residents [sic], selling for a maximum of $170,000 after application for public subsidies, grants or similar funds, with the residents [sic] having a minimum of 1,200 square feet and that this requirement be revisited in 180 days.*"

It is staff's understanding that one of City Council's goals is to provide affordable housing options that will be distributed throughout the City of Westminster, which will include both rental and "for sale" product. Though multiple affordable residential development proposals are currently in the development review process, none of the proposals include units available for

sale. Accordingly, staff deems it important to ensure the original commitment to provide affordable "for sale" units is adhered to within the Bradburn Village development.

Based upon the Bradburn ODP condition requiring "for purchase" units, staff is not supportive of the proposal to provide purely rental units on one of the only remaining development parcels within Bradburn Village. Furthermore, the proposal is requesting a density that is higher than generally contemplated within the TMUND Comprehensive Plan designation. Therefore, staff recommends awarding 37 SCs, for 74 multi-family residential units with a maximum density of 18.0 du/acre under the condition that 25 for-sale affordable units are provided for with the development.

Crown Point at Standley Lake

The Crown Point at Standley Lake project is located at the northeast corner of Garrison Street and 100th Avenue. The applicant is requesting the award of 64 SCs for single family detached residential dwellings on varied lot sizes with green courts to augment the homeowners' yard and open space opportunities. The project competed as a Traditional Mixed Use Neighborhood Development (TMUND) project due to its proximity and connections to adjacent commercial development. The Comprehensive Plan designates the property R-8, or a maximum of 8 dwelling units per acre. The proposed density is 4.92 dwelling units per acre.

The following is staff's evaluation of the manner in which the project meets the fundamental TMUND goals and principles:

- Compact, Walkable Development: The Crown Point is designed as a compact walkable neighborhood that provides variety and diversity of housing product in the City of Westminster. The system of interconnecting walks encourages residents to walk to visit neighbors, and frequent nearby retail and service establishments and parks. Access to nearby schools and civic uses is provided through connections to the adjacent neighborhoods.
- Mixed Use "Village" Center: The neighborhood design integrates and incorporates the retail and service businesses located in the area. The interconnectivity of walks and streets, strong visual and physical connections, attractive landscaping and similar site amenities create an integrated, open and cohesive community design. The design is intended to integrate the distinctive residential component of Crown Point with the commercial uses within the neighboring non-residential development.
- Pedestrian-Oriented District: Public streets with detached sidewalks create the primary pedestrian circulation system. To balance the needs of auto circulation and a walkable community, this design places more emphasis on walking or biking throughout the community with direct connections to the detached sidewalks along the public streets, to neighboring commercial development and to walks along 100th Avenue and Garrison Street. A trail connection is also provided to the west via the tract within the existing neighborhood. Additionally, benefits of a healthy community are realized through the comprehensive network of walks and provision of landscape areas, outdoor living spaces and pocket parks.
- Interconnected Street/Blocks: The proposed streets will integrate both pedestrian and vehicular connectivity between the existing surrounding neighborhood, the Crown Point residents and nearby commercial development. Pedestrian and vehicular connectivity will help to draw people into area, further enhancing the vitality of commercial businesses.
- Streets: The public streets as proposed meet the intent of public streets as outlined in the TMUND Design Guidelines. The public streets provide for on-street parking and tree-lined streets with detached sidewalks. The plan provides for convenient vehicular access to the homes while maintaining the design element which features all homes fronting directly on the public streets or landscape mews without a road separating the homes from the landscape areas.
- Variety of Parks: A variety of family-serving parks and open spaces are provided throughout the Crown Point community by virtue of the landscape paseos and pocket parks, landscape buffers and common open space. An extensive network of pedestrian walks ties these park and open space features together. The plazas within commercial development area provide community gathering places for the neighborhood. Amenities within the pocket parks include

a loop trail, open play field, picnic shelter and picnic tables. Additionally, the landscape paseos provide open space for informal play in direct proximity of the homes promoting social interaction which occurs by virtue of this amenity. Front porches face the public streets, landscape paseos, pocket parks, and neighboring commercial development, thereby integrating public and private spaces to enhance a sense of community and activate the public streets and open spaces. Each home has a minimum 400 square foot private yard area providing a private outdoor living space in addition to the public outdoor spaces.

Crown Point at Standley Lake was originally awarded 64 SCs in July of 2014, for the 2014 SC competition. Those SCs expired on December 31, 2015. The applicant is currently processing a PDP and ODP with the City. Community Development staff supports the award of 64 SCs, since the proposal will conform to the Comprehensive Plan and the submittal addresses issues previously raised by staff.

Westminster Promenade West

This project is proposed as a Traditional Mixed Use Neighborhood Development (TMUND). The following is staff's evaluation of the manner in which the project meets the fundamental TMUND features and principles:

- Compact, Walkable Development: Westminster Promenade is proposed to intensify into a compact, walkable community, and this project will add multi-family homes that can take advantage of the nearby entertainment, retail and restaurants.
- Mixed Use "Village" Center: Westminster Promenade will provide a good mix of businesses, services, and entertainment.
- Pedestrian-Oriented District: Westminster Promenade is very pedestrian-oriented. Good pedestrian connections will be needed to integrate this area with the overall Westminster Promenade development.
- Interconnected Street/Blocks: Westminster Promenade has well-connected streets and blocks. Streets and blocks within this project will be established.
- Narrow Streets: Several roadways within Westminster Promenade will be modified to become narrower and more pedestrian friendly.
- Variety of Parks: The proposal will provide the opportunity for multiple park/plaza areas, supplying opportunities to both residents and visitors.

Two projects that are not being recommended for award at this time include Village at City Park (Single Family Detached Residential), and Westminster Senior Living (Senior Housing).

Single Family Detached Residential:

Village at City Park

The Village at City Park property is located at the southwest corner of Sheridan and 102nd Avenue. The applicant is requesting the award of 47 SCs for 47 single family detached dwelling units on 13.3 acres. The CP designates the property R-3.5 and the applicant is proposing a maximum density of 3.52 dwelling units per acre. The applicant is proposing single family detached lots that are less than 7,000 square feet (as low as 5,000 square feet), and also requesting consideration for reduced setbacks and landscape buffers. Due to the proposed lot size being under 7,000 square feet in area, a Comprehensive Plan change to R-5 would be required to accommodate the proposed lots. It is also relevant to note that this property is comprised of the same area as another application submitted for the 2016 SC competition (Amberwood Estates). Receipt of SC competition applications for the same property is atypical, as City Council grants SCs to specific projects on a competitive basis in accordance with adopted criteria. City Council has not, historically, issued SCs to multiple proposed projects on the same property since SCs can be used only in the development for which the commitments were originally granted and are not transferable.

This application could not be considered complete by staff, as no sketch plan of site was provided and little information regarding the proposed setback and landscape buffer deviations were

explained. Rather than simply reject the submittal, staff contacted the applicant to request additional information concerning the proposal. The proposed builder (Toll Brothers, Inc.) did provide some additional information to staff regarding the proposed lot size and setback deviations, but also responded that they "request some flexibility to be able to have 3.5 to 5 du/acre," and they "are just too premature to finalize a land plan or product."

It has been the City's policy to not support award of SCs to projects that are not ready to move forward with development review, thereby reducing speculative development that simply "holds" SCs and potentially prevents other projects from being awarded. Staff also noted that the proposal scored relatively low in comparison to prior years' Single Family Detached SC award recipients, which might have been due to the project's "premature" status. Based upon these factors, Community Development staff does not support recommending the project for award.

Senior Housing:

Westminster Senior Living

The Westminster Senior Living project is located at the southwest corner of Park Centre Drive and 122nd Avenue. The applicant is requesting the award of 14.42 SCs for a 103 bed senior housing facility with a proposed density of 6.03 du/acre. The CP designates the property Office/R&D Low Intensity. This proposed residential use would necessitate a CP amendment to R-8.

The proposal scored relatively low in comparison to prior years' Senior Housing SC award recipients and the CP does not contemplate residential uses for the property. The land use designation for the property was discussed significantly with the recent Comprehensive Plan update. The desire to retain the area for employment uses was a strong focus of consideration when determining the appropriate land use designation. Therefore, Community Development staff does not support recommending the project for award.

Notification letters were emailed on January 18, 2016, to the applicants indicating staff's recommendation for the City Council meeting. Because detailed site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, the sketch plans submitted for these competitions are not reviewed with City Council as part of these competitions. The developers have been informed that presentations will not be scheduled for the City Council meeting on January 25, since the developers would tend to focus on site plans not yet reviewed with the City. The developers were also notified that, while it is not required for them to attend the City Council meeting, they are welcome.

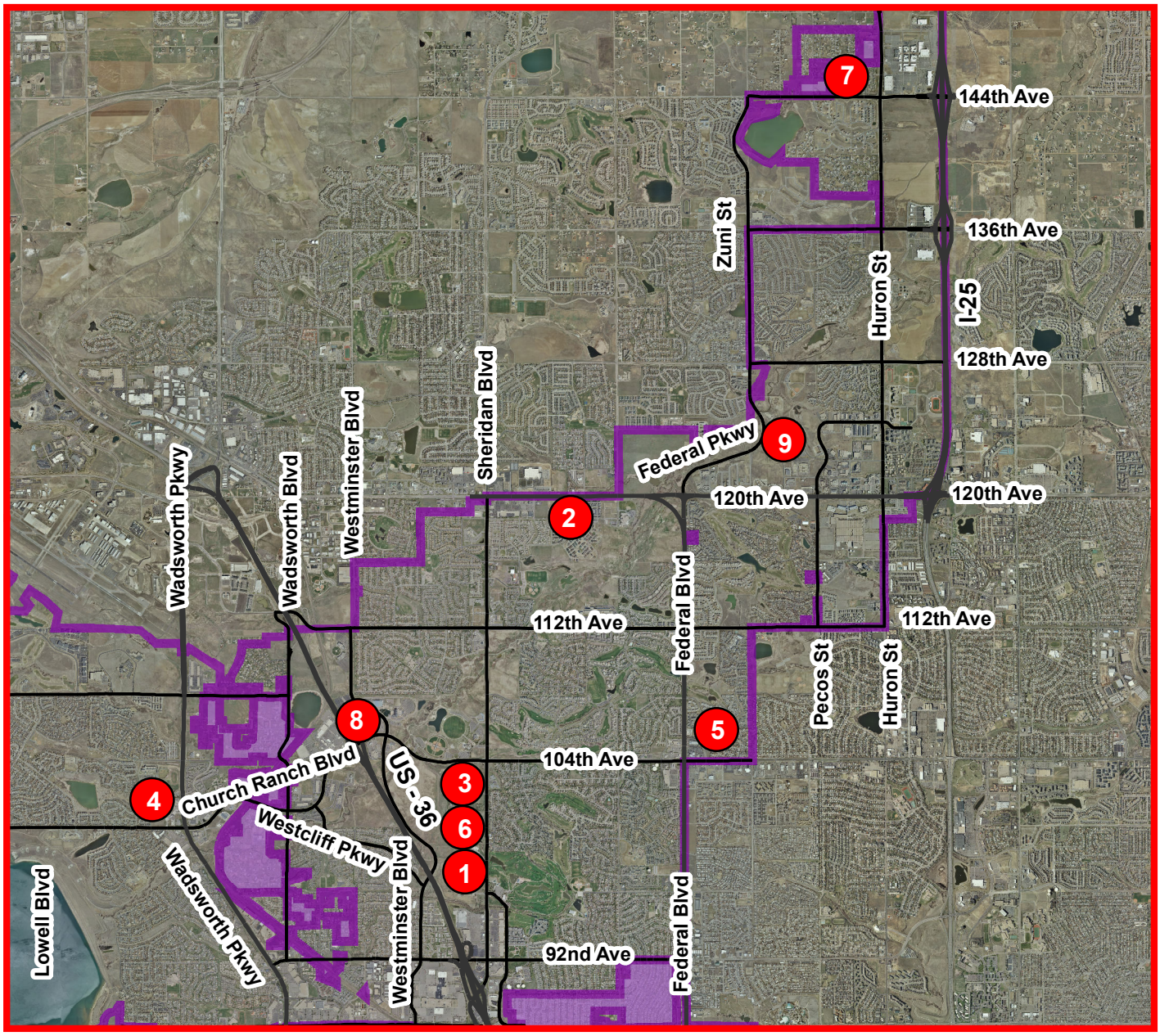
The Service Commitment competition meets Council's Strategic Plan Goals of *"Vibrant, Inclusive and Engaged Community" and "Beautiful, Desirable, Safe and Environmentally Responsible City," by balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types.*

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments
- Attachment A - 2016 Service Commitment Competition Entries Map
- Resolution Nos. 4 - 10

Attachment A - 2016 Service Commitment Competition Entries



City of Westminster Planning/Engineering (GIS) - DWG - 01-05-2016

1	SFD (B-1)	**Amberwood Estates**
2	TMUND	**Bradburn Village West**
3	SFD (B-1)	**Cal Atlantic Homes at City Park**
4	TMUND	**Crown Point at Standley Lake**
5	SFD (B-1)	**Valley View Estates**
6	SFD (B-1)	**Village at City Park**
7	SFD (B-1)	**Wall Custom Homes**
8	TMUND	**Westminster Promenade West**
9	SENIOR (E)	**Westminster Senior Living**

0 0.5 1 2 Miles

N W E S

RESOLUTION

RESOLUTION NO. **4** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-1 (NEW SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR AMBERWOOD ESTATES

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B (new residential) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single family detached (Category B-1) development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 13 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-1 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-1 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Single Family Detached, Category B-1	Amberwood Estates (SWC 101st Avenue & Sheridan Blvd)	13
	TOTAL	**13**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amendment to the Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2016.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2016, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2019), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

RESOLUTION

RESOLUTION NO. **5** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-4 (NEW TRADITIONAL MIXED USE NEIGHBORHOOD DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR BRADBURN VILLAGE WEST APARTMENTS

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new Traditional Mixed Use Neighborhood Development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked by the degree to which it meets the goals and development principles of the said criteria; and

WHEREAS, the City's ability to absorb and serve new multi-family development is limited, and the City of Westminster has previously adopted Resolution No. 30, Series of 2006, specifying the various standards for new Traditional Mixed-Use Neighborhood Development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 37 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-4 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-4 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
TMUND, Category B-4	Bradburn Village West Apartments (NWC Tennyson & 188th Place)	37
	TOTAL	**37**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amended Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2017.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2017, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2020), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) Because of the requirement established within the Bradburn Official Development Plan, as approved by City Council on April 23, 2001, the award for this

project is contingent upon the inclusion of a minimum of twenty-five (25) “for purchase” residences, meeting the affordability requirements established by that approval.

(n) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney’s Office

RESOLUTION

RESOLUTION NO. **6** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-1 (NEW SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR
CAL ATLANTIC HOMES AT CITY PARK

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B (new residential) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single family detached (Category B-1) development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 86 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-1 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-1 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Single Family Detached, Category B-1	CalAtlantic Homes at City Park (SWC of Sheridan & 104th)	86
	TOTAL	**86**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amendment to the Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i.) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2016.

(ii.) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2016, or the entire Service Commitment award for the project shall expire.

(iii.) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2019), or the entire Service Commitment award for the project shall expire.

(iv.) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

RESOLUTION

RESOLUTION NO. **7** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-4 (NEW TRADITIONAL MIXED USE NEIGHBORHOOD DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR
CROWN POINT AT STANDLEY LAKE

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new Traditional Mixed Use Neighborhood Development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked by the degree to which it meets the goals and development principles of the said criteria; and

WHEREAS, the City's ability to absorb and serve new multi-family development is limited, and the City of Westminster has previously adopted Resolution No. 30, Series of 2006, specifying the various standards for new Traditional Mixed-Use Neighborhood Development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 64 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-4 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-4 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Traditional Mixed Use Neighborhood Development, Category B-4	Crown Point at Standley Lake (NEC of Garrison Street and West 100th Avenue)	64
	TOTAL	**64**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amended Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2017.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2017, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2020), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

RESOLUTION

RESOLUTION NO. **8** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-1 (NEW SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR VALLEY VIEW ESTATES

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B (new residential) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single family detached (Category B-1) development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 9 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-1 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-1 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Single Family Detached, Category B-1	Valley View Estates (NEC Eliot St & 104th Ave)	9
	TOTAL	**9**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amendment to the Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2016.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2016, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2019), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

RESOLUTION

RESOLUTION NO. **9** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-1 (NEW SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR WALL CUSTOM HOMES

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B (new residential) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single family detached (Category B-1) development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 9 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-1 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-1 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Single Family Detached, Category B-1	Wall Custom Homes (NWC Lipan & 144th)	17
	TOTAL	**17**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amendment to the Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2016.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2016, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2019), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

RESOLUTION

RESOLUTION NO. **10** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CONCERNING
CATEGORY B-4 (NEW TRADITIONAL MIXED USE NEIGHBORHOOD DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS FOR WESTMINSTER
PROMENADE WEST

WHEREAS, the City of Westminster has adopted, by Ordinance No. 3561, a Growth Management Program for the period 2011 through 2020; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new Traditional Mixed Use Neighborhood Development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked by the degree to which it meets the goals and development principles of the said criteria; and

WHEREAS, the City's ability to absorb and serve new multi-family development is limited, and the City of Westminster has previously adopted Resolution No. 30, Series of 2006, specifying the various standards for new Traditional Mixed-Use Neighborhood Development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 550 Service Commitments for the year 2016 for use in servicing new residential developments in Category B and 100 Service Commitments for the year 2016 for use in servicing new senior housing developments in Category E, based on the criteria set forth in Chapter 11-3 of the Westminster Municipal Code; and

WHEREAS, the City Council of the City of Westminster desires to allocate 64 Service Commitments for the year 2016 for use in servicing the new residential development in Category B-4 listed below, based on the criteria set forth in Section 11-3-1 of the Westminster Municipal.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

(1) Category B-4 Service Commitment awards are hereby made to the specific project listed below as follows:

Service Commitment Category	**Project Name (Location)**	**Award**
Traditional Mixed Use Neighborhood Development, Category B-4	Westminster Promenade West (Northwest Corner of Westminster Blvd & 104th Avenue)	175
	TOTAL	**175**

(2) These Service Commitment awards to the project listed above are conditioned upon and subject to meeting the following requirements:

(a) If applicable, the applicant must successfully amend the Comprehensive Plan.

(b) The applicant must complete and submit an amended Preliminary Development Plan for the required development review processes.

(c) The applicant must complete and submit proposed development plans in the form of an amended Official Development Plan to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.

(d) Service Commitment awards for the projects listed above may only be used within the projects specified above.

(e) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Title XI, Chapter 3, of the Westminster Municipal Code.

(f) Each Service Commitment award is conditional upon City approval of the project listed above and does not guarantee City approval of any project, proposed density or proposed number of units.

(g) The City of Westminster shall not be required to approve any Annexation, Establishment of Zoning, Preliminary Development Plan or amendment, Official Development Plan or amendment necessary for development of property involved in any Category B award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B award.

(h) Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.

(i) The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.

(j) Awards shown for the year 2016 are effective as of the date of this Resolution (January 25, 2016) and a project must demonstrate continued progress or the service commitment award will expire unless extended by City Council.

(k) In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:

(i) The project must proceed with the development review process and receive approval for a Comprehensive Plan amendment, if required, by December 31, 2017.

(ii) The project must proceed with the development review process and receive Preliminary Development Plan and Official Development Plan approval by December 31, 2017, or the entire Service Commitment award for the project shall expire.

(iii) The project must be issued at least one building permit for vertical improvements within three years of Official Development Plan approval (no later than December 31, 2020), or the entire Service Commitment award for the project shall expire.

(iv) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no new building permit is issued for vertical improvements for the project during any consecutive 12-month period and the project is not deemed an "Active" development.

(l) If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.

(m) This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

By: _____
City Attorney's Office

WESTMINSTER

Agenda Item 10 M

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Resolution No. 11 re Acquisition of Property Interests for 92nd Avenue and Federal Boulevard Intersection Improvement Project

Prepared by: David W. Loseman, Assistant City Engineer

Recommended City Council Action

Adopt Resolution No. 11 authorizing City staff to proceed with the acquisition of fee simple and easement property interests necessary for the construction of the 92nd Avenue/Federal Boulevard Intersection Improvement Project, including the use of eminent domain, if necessary.

Summary Statement

- The City of Federal Heights entered into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for the design and construction of improvements to the intersection of 92nd Avenue and Federal Boulevard. The design of these improvements is complete with a construction start anticipated in the third quarter of 2016.
- The proposed improvements include the construction of double left turn lanes in all directions, combination right-turn/through lanes for northbound and southbound Federal Boulevard, drainage improvements to remove the existing cross pan on 92nd Avenue, new sidewalks, a new mast-arm traffic signal and the underground relocation of the existing overhead utilities.
- On December 12, 2012, Westminster and Federal Heights executed an IGA that defines that the two cities are responsible for an equal share of the local match required for the federal funding to improve the intersection. The total estimated cost for this intersection improvement project is $5,670,000.
- The City of Federal Heights will be responsible for making the local match payment ($1,201,000) to CDOT with Westminster reimbursing Federal Heights its share of the match ($600,500). Westminster's local match amount includes the cost to acquire the rights-of-way and easements that are the subject of this Agenda Memorandum.
- The necessary acquisitions have been identified and appraisals are being prepared to determine a basis for compensation to the affected landowners.
- The resolution recommends City Council's approval of acquisition activities, including the use of eminent domain, if necessary. All necessary expenditures to secure the property interests needed for the project will be paid by Federal Heights with later reimbursement by the City in accordance with the terms of the IGA.

Expenditure Required: $0 (Overall project expenditures previously authorized through an Intergovernmental Agreement with the City of Federal Heights)

Source of Funds: General Capital Improvement Fund

Policy Issue

Should the City pursue the acquisition of properties needed for the construction of the 92nd Avenue and Federal Boulevard Intersection Improvement Project?

Alternative

The only alternatives to the recommended action would be to abandon or delay the project. Since this is a federal aid project being administered by the City of Federal Heights in accordance with a previously approved IGA with the City, Staff does not recommend this alternative. Furthermore, this is a sorely needed project to address traffic congestion at this heavily used intersection.

Background Information

The City of Federal Heights was awarded Transportation Improvement Project (TIP) federal funding from the Denver Regional Council of Governments (DRCOG) for the design, rights-of-way acquisition, and construction of intersection improvements at 92nd Avenue and Federal Boulevard. Westminster and Federal Heights have been interested in this project for many years. When the opportunity to obtain federal funding for the project became available, both cities agreed that Federal Heights would be the preferred applicant since the DRCOG scoring formula slightly favors smaller communities. Federal Heights has entered into an IGA with CDOT that requires it to make the local match payment for the project. The approved IGA with the City obligates Westminster to reimburse Federal Heights for one-half of the local match.

The total cost of the project is estimated to be $5,671,000, which is comprised of $3,970,000 of federal funds, $500,000 of CDOT funds and $1,201,000 of local match funds. Westminster will be responsible for the payment of $600,500, or one-half of the local match.

Roadway elements to be included in the project are the installation of double left turn lanes on all four legs of the intersection; combination right-turn/through lanes for northbound and southbound Federal Boulevard; right turn lanes for 92nd Avenue in both directions; pedestrian walkways at all approaches, drainage improvements that will allow for the removal of the dip created by the concrete cross pan on 92nd Avenue; new mast arm traffic signals and the undergrounding of all overhead utility lines.

Staff will work diligently to acquire the required right-of-way to complete the project. Eminent Domain will be used only if necessary.

This project meets Council's Strategic Plan goals of *Financially Sustainable Government Providing Excellence in City Services* and *Ease of Mobility* by providing an improved transportation system utilizing outside funding sources.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Map of Acquisition Interests
Resolution with Exhibit A

ATTACHMENT A RIGHT-OF-WAY FOR THE 92ND AVENUE AND FEDERAL BOULEVARD INTERSECTION PROJECT

Colorado Department of Transportation
2000 South Holly
Denver, CO 80222
Phone: 303-757-9923 FAX: 303-757-9390
Region 1 SLK

Sheet Revisions		
Date mm/dd/yy	Description	Initials
	XXXXXXXX	XXX

Sheet Revisions		
Date mm/dd/yy	Description	Initials
	XXXXXXXX	XXX

MULLER ENGINEERING CO., INC.
CONSULTING ENGINEERS
777 S. WADSWORTH BLVD. 4-100
LAKEWOOD, COLORADO 80226
(303) 988-4939

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

Right of Way Plans
Ownership Map
Project No.: STU R600-423
Project Location: 92ND & FEDERAL BLVD.
SECTION 20, T2S, R68W, 6TH P.M.

Project Code	Last Mod. Date	Subset	Sheet No.
19028	03-10-15	8.01 of 8.01	8.01

PARCEL	OWNER NAME
1	NGUYEN NHI AKA NGUYEN JUDIE NHI
2	SPELMAN-LANG, VICKY L
3	COLOROSO FAMILY PARTNERSHIP I LTD
4	Mc DONALDS CORP c/o BOSELLI OF COLO INC
5	HARMAN MANAGEMENT CORPORATION, A UTAH CORPORATION
6	PARK PLACE AT 92ND APARTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
7	OWNERS ASSOCIATION OF SUNSET RIDGE CONDOMINIUMS, LTD
8	HUANG JIN QUAN AND CHEN YIN HAO
9	CENLAND ASSOCIATES LIMITED PARTNERSHIP et al c/o 7 ELEVEN INC
10	SUNCOR ENERGY SALES INC, A COLORADO CORPORATION
11	SILER, RALPH K
12	WENZEL DANIEL D AND WENZEL JUDITH G
13	DAVIDSON, LARRY W/ EVANS GEORGE A
14	FEDERAL HEIGHTS STORAGE LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
15	SUNRISE WEST OWNERS ASSOCIATION
16	YANKER, IRENE E TRUSTEE ET AL
17	YANKER, IRENE E TRUSTEE ET AL
18	HARGER, BETTY J c/o CSK AUTO INC

Rights-of-way and easements within parcels 5, 6, 7, 8, 9, 13 and 15 are being acquired by a Right-of-Way agent hired by the City of Federal Heights on behalf of the City of Westminster as part of the project.

RESOLUTION

RESOLUTION NO. **11** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION TO ACQUIRE FEE INTERESTS AND EASEMENTS FOR THE 92ND AVENUE AND FEDERAL BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the Westminster City Council has determined that it is necessary to the public health, safety and welfare to acquire certain property rights for the public purpose of installing public infrastructure necessary for the proposed 92nd Avenue and Federal Boulevard Intersection Improvements project (the "Project"); and

WHEREAS, appraisals of real property prepared by a professional appraisal company experienced in performing appraisals will be used to determine the fair market value of the property rights and parcels to be acquired; and

WHEREAS, the City of Westminster (the "City") will make a good faith offer to purchase each of the subject parcels; and

WHEREAS, the City is a home rule municipality under Colorado Constitution Article XX with the legal authority and power of eminent domain and the City Attorney has advised that the City may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the property cannot be obtained voluntarily the City is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, City Council finds that if acquisition by condemnation of any parcel described in this resolution is commenced, immediate possession by the City may be necessary for the public health, safety and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, the Westminster City Council resolves that:

1. The property interests sought to be acquired for the Project include fee simple interests, permanent easements and temporary construction easements at 9185 Federal Boulevard, 9101 Federal Boulevard, 3041 W. 92nd Avenue, 3061 W. 92nd Avenue, 9215 Federal Boulevard and 9273 Federal Boulevard as depicted in Exhibit A (collectively, the "Property"); and

2. The acquisition of the Property serves the public purpose of constructing improvements to streets and transportation structures, utility and drainage systems, pedestrian facilities, and other facilities for public use; and

3. The City Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project; and

4. The City Manager or his designee is authorized to proceed with negotiations to acquire the necessary Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation.

5. The City Manager or his designee is hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete these purchases.

6. The City Attorney is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Properties against the owner or owners and any

other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the City Attorney is further authorized to request a grant of immediate possession of the Property.

7. The City Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Properties; including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property. The cost shall be charged to the General Capital Improvement Fund and the Utility Capital Improvement Fund, as appropriate.

8. The City Manager or his designee is hereby authorized to call for amendment of the legal descriptions of the Property to be acquired and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement, if necessary in the course of the Project.

PASSED AND ADOPTED this 25th day of January, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Office of the City Attorney

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-5
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-5, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,505 square feet (0.035 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. 20051201001316800, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S16°30'58"W, a distance of 235.13 feet to a point on the westerly right-of-way line of State Highway No. 287, said point being the southeast corner of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, and the POINT OF BEGINNING;

1. Thence S89°37'47"W along the south property line of said Lot 1, a distance of 6.98 feet;
2. Thence N00°48'13"W, a distance of 145.51 feet;
3. Thence N44°47'03"W, a distance of 8.42 feet;
4. Thence N00°48'13"W, a distance of 33.47 feet to a point on the southerly right-of-way line of West 92nd Avenue;
5. Thence N89°37'47"E along said southerly right-of-way line, a distance of 12.83 feet to a point on the westerly right-of-way line of State Highway No. 287, said point being the northeast corner of said Lot 1;
6. Thence S00°48'13"E along said westerly right-of-way line, a distance of 185.00 feet to the POINT OF BEGINNING.

The above described parcel contains 1,505 square feet (0.035 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: George G. Smith Jr., PLS 19003
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
GEORGE GERALD SMITH, JR.
19003
PROFESSIONAL LAND SURVEYOR
2/26/15

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-5A
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-5A, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,454 square feet (0.033 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. 20051201001316800, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S74°04'55"W, a distance of 201.98 feet to a point on the westerly line of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence N00°48'13"W along the westerly line of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, a distance of 14.14 feet to a point on the southerly right-of-way line of West 92nd Avenue, said point being the northwest corner of said Lot 1;
2. Thence N89°37'47"E along said southerly right-of-way line, a distance of 112.87 feet;
3. Thence S00°48'13"E, a distance of 33.47 feet to a point of non-tangent curvature;
4. Thence along the arc of said non-tangent curve to the left an arc length of 33.84 feet, said curve having a radius of 21.65 feet, a central angle of 89°33'32", and a chord which bears N45°35'27"W a chord distance of 30.50 feet;
8. Thence S89°37'47"W, a distance of 85.93 feet;
9. Thence S00°22'13"E, a distance of 2.15 feet;
10. Thence S89°37'47"W, a distance of 4.74 feet to the POINT OF BEGINNING.

The above described parcel contains 1,454 square feet (0.033 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
PROFESSIONAL LAND SURVEYOR
3-10-15

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NOS.: TE-5 & TE-5A
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, Nos. TE-5 & TE-5A, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing a total of 819 square feet (0.019 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. 20051201001316800, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S27°06'17"W, a distance of 164.46 feet to the POINT OF BEGINNING;

1. Thence S00°48'13"E, a distance of 71.06 feet;
2. Thence S89°11'47"W, a distance of 5.00 feet;
3. Thence N00°48'13"W, a distance of 71.06 feet;
4. Thence N89°11'47"E, a distance of 5.00 feet to the POINT OF BEGINNING.

The above described temporary easement contains 355 square feet (0.008 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

Together with, a portion of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. 20051201001316800, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S74°04'55"W, a distance of 201.98 feet a point on the westerly line of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence N89°37'47"E, a distance of 4.74 feet;
2. Thence N00°22'13"W, a distance of 2.15 feet;
3. Thence N89°37'47"E, a distance of 42.05 feet;
4. Thence S44°37'38"W, a distance of 15.77 feet;
5. Thence S89°37'47"W, a distance of 33.04 feet;
6. Thence S00°22'13"E, a distance of 6.00 feet;
7. Thence S89°37'47"W, a distance of 2.50 feet to a point on the westerly line of Vineyard Subdivision Filing No. 1, Lot 1, Block 1;
4. Thence N00°48'13"W along said westerly line, a distance of 15.00 feet to the POINT OF BEGINNING.

The above described temporary easement contains 464 square feet (0.011 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
3-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-6
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-6, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,870 square feet (0.043 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. A036046 in Plat Book F14 at Page 117, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S74°04'55"W, a distance of 201.98 feet to a point on the easterly line of Vineyard Subdivision, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence S89°37'47"W, a distance of 188.98 feet;
2. Thence N00°22'13"W, a distance of 4.14 feet to a point on the southerly right-of-way line of West 92nd Avenue;
3. Thence continuing along said southerly right-of-way line the following three (3) courses:
   (1) N89°37'47"E, a distance of 22.94 feet;
   (2) N84°38'07"E, a distance of 114.86 feet;
   (3) N89°37'47"E, a distance of 51.50 feet to a point on the easterly line of Vineyard Subdivision, Lot 1, Block 1, said point being the northeast corner of said Lot 1;
4. Thence S00°48'13"E, along said easterly line, a distance of 14.14 feet to the POINT OF BEGINNING.

The above described parcel contains 1,870 square feet (0.043 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PERMANENT EASEMENT NO.: PE-6
Project Code: 19028
January 13, 2015

DESCRIPTION

Permanent easement, No. PE-6, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 300 square feet (0.007 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. A036046 in Plat Book F14 at Page 117, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S77°17'00"W, a distance of 253.16 feet to the POINT OF BEGINNING;

1. Thence N89°37'47"E, a distance of 30.00 feet;
2. Thence S00°22'13"E, a distance of 10.00 feet;
3. Thence S89°37'47"W, a distance of 30.00 feet;
4. Thence N00°22'13"W, a distance of 10.00 feet to the POINT OF BEGINNING.

The above described permanent easement contains 300 square feet (0.007 acres), more or less, and is for the construction, maintenance and use of electrical facilities and associated appurtenances.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
1-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NOS.: TE-6 & TE-6A
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, Nos. TE-6 & TE-6A, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing a total of 935 square feet (0.022 acres), more or less, in the southwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Vineyard Subdivision, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. A036046 in Plat Book F14 at Page 117, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S77°17'00"W, a distance of 253.16 feet to the POINT OF BEGINNING;

1. Thence S00°22'13"E, a distance of 1.50 feet;
2. Thence S89°37'55"W, a distance of 65.68 feet;
3. Thence S00°22'22"E, a distance of 5.50 feet;
4. Thence S89°37'47"W, a distance of 70.57 feet;
5. Thence N00°22'13"W, a distance of 7.00 feet;
6. Thence N89°37'47"E, a distance of 136.25 feet to the POINT OF BEGINNING.

The above described temporary easement contains 593 square feet (0.014 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

Together with, a portion of Vineyard Subdivision Filing No. 1, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. A036046 in Plat Book F14 at Page 117, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence S74°04'55"W, a distance of 201.98 feet to a point on the easterly line of Vineyard Subdivision, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence S00°48'13"E along said easterly line, a distance of 15.00 feet;
2. Thence S89°37'47"W, a distance of 22.84 feet;
3. Thence N00°22'13"W, a distance of 15.00 feet;
4. Thence N89°37'47"E, a distance of 22.73 feet to the POINT OF BEGINNING.

The above described temporary easement contains 342 square feet (0.008 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
6-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-7
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-7, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 850 square feet (0.020 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge Condominiums, as shown on the Condominium Map filed in the Records of Adams County under Reception No. A-031273 in Book PUD 99, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N80°54'32"W, a distance of 299.44 feet to a point on the easterly line of Sunset Ridge Condominiums, said point being the POINT OF BEGINNING;

1. Thence S00°47'58"E, along said easterly line, a distance of 9.22 feet to a point on the northerly right-of-way line of West 92nd Avenue, said point being the southeast corner of said Sunset Ridge Condominiums;
2. Thence S89°37'47"W along said northerly right-of-way line, a distance of 184.37 feet;
3. Thence N86°45'54"E, a distance of 184.54 feet to the POINT OF BEGINNING.

The above described parcel contains 850 square feet (0.020 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NO.: TE-7
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, No. TE-7, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,857 square feet (0.043 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge Condominiums, as shown on the Condominium Map filed in the Records of Adams County under Reception No. A-031273 in Book PUD 99, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N80°54'32"W, a distance of 299.44 feet to a point on the easterly line of Sunset Ridge Condominiums, said point being the POINT OF BEGINNING;

1. Thence S86°45'54"W, a distance of 184.54 feet to a point on the northerly right-of-way line of West 92nd Avenue;
2. Thence S89°37'47"W along said northerly right-of-way line, a distance of 38.52 feet;
3. Thence N00°22'13"W, a distance of 6.69 feet;
4. Thence N89°37'47"E, a distance of 46.22 feet;
5. Thence N86°45'54"E, a distance of 126.97 feet;
6. Thence N03°14'06"W, a distance of 8.70 feet;
7. Thence N86°45'54"E, a distance of 50.18 feet to a point on the easterly line of said Sunset Ridge Condominiums;
8. Thence S00°47'58"E, along said easterly line, a distance of 15.01 feet to the POINT OF BEGINNING.

The above described temporary easement contains 1,857 square feet (0.043 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-18-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-8
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-8, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 931 square feet (0.021 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge, First Filing, Lot 27, Block 1, as shown on the plat filed in the Records of Adams County under Reception No.567322 in Plat Book 6 at Page 52, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N80°54'32"W, a distance of 299.44 feet to a point on the westerly property line of Sunset Ridge, First Filing, Lot 27, Block 1, said point being the POINT OF BEGINNING;

1. Thence N86°45'54"E, a distance of 82.57 feet to a point on the westerly line of 7-Eleven at Sunset Ridge, Lot 1, Block 1;
2. Thence S00°47'58"E, along said westerly line, a distance of 13.35 feet to a point on the northerly right-of-way line of West 92nd Avenue, said point being the southwest corner of said Lot 1;
3. Thence S89°37'47"W, along said northerly right-of-way line distance of 82.50 feet to a point on the westerly line of said Lot 27, said point being the southwest corner of said Lot 27;
4. Thence N00°47'58"W, along said westerly line, a distance of 9.22 feet to the POINT OF BEGINNING.

The above described parcel contains 931 square feet (0.021 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: George G. Smith Jr., PLS 19003
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
GEORGE GERARD SMITH, JR.
19003
2/26/15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NO.: TE-8
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, No. TE-8, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 908 square feet (0.021 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge, First Filing, Lot 27, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. 567322 in Plat Book 6 at Page 52, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N80°54'32"W, a distance of 299.44 feet to a point on the westerly line of Sunset Ridge, First Filing, Lot 27, Block 1, said point being the POINT OF BEGINNING;

1. Thence N00°47'58"W along said westerly line, a distance of 11.01 feet;
2. Thence N86°45'54"E, a distance of 82.57 feet to a point on the westerly property line of 7-Eleven at Sunset Ridge, Lot 1, Block 1;
3. Thence S00°47'58"E, along said westerly line, a distance of 11.01 feet;
4. Thence S86°45'54"W, a distance of 82.57 feet to the POINT OF BEGINNING.

The above described temporary easement contains 908 square feet (0.021 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
3-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-9
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-9, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,498 square feet (0.034 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of 7-Eleven at Sunset Ridge, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. B435789 in Plat Book F14 at Page 943, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N60°43'53"W, a distance of 80.88 feet to the southeast property corner of 7-Eleven at Sunset Ridge, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence S89°37'47"W along the southerly line of 7-Eleven at Sunset Ridge, Lot 1, Block 1, a distance of 11.98 feet;
2. Thence N00°47'58"W, a distance of 125.00 feet to a point on the northerly line of said Lot 1;
4. Thence continuing along the northerly, and easterly lines of said Lot 1, the following two (2) courses:
   (1) N89°37'47"E, a distance of 11.98 feet;
   (2) S00°47'58"E, a distance of 125.00 feet to the POINT OF BEGINNING.

The above described parcel contains 1,498 square feet (0.034 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-9A
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-9A, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 2,391 square feet (0.055 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of 7-Eleven at Sunset Ridge, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. B435789 in Plat Book F14 at Page 943, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N76°18'09"W, a distance of 219.48 feet to a point on the westerly line of 7-Eleven at Sunset Ridge, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence N86°45'54"E, a distance of 108.97 feet;
2. Thence N44°24'43"E, a distance of 30.51 feet;
3. Thence S00°47'58"E, a distance of 40.45 feet to a point on the northerly right-of-way line of West 92nd Avenue;
4. Thence S89°37'47"W along said northerly right-of-way line, a distance of 130.52 feet to a point on the westerly line of said Lot 1, said point being the southwest corner of said Lot 1;
5. Thence N00°47'58"W, along said westerly line, a distance of 13.35 feet to the POINT OF BEGINNING.

The above described parcel contains 2,391 square feet (0.055 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PERMANENT EASEMENT NOS.: PE-9 & PE-9A
Project Code: 19028
January 13, 2015

DESCRIPTION

Permanent easement, Nos. PE-9 & PE-9A, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing a total of 1,029 square feet (0.024 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of 7-Eleven at Sunset Ridge, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. B435789 in Plat Book F14 at Page 943, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N76°18'09"W, a distance of 219.48 feet to a point on the westerly line of 7-Eleven at Sunset Ridge, Lot 1, Block 1, said point being the POINT OF BEGINNING;

1. Thence N00°47'58"W along the westerly line of 7-Eleven at Sunset Ridge, Lot 1, Block 1, a distance of 12.01 feet;
2. Thence N86°45'54"E, a distance of 28.00 feet;
3. Thence S00°47'58"E, a distance of 12.01 feet;
4. Thence S86°45'54"W, a distance of 28.00 feet to the POINT OF BEGINNING.

The above described permanent easement contains 336 square feet (0.008 acres), more or less, and is for the construction, maintenance and use of electrical facilities and associated appurtenances.

Together with, a portion of 7-Eleven at Sunset Ridge, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County in Plat Book F14 at Page 943, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N39°32'04"W, a distance of 131.02 feet to the POINT OF BEGINNING;

1. Thence S00°47'58"E, a distance of 21.14 feet;
2. Thence S44°24'43"W, a distance of 30.51 feet;
3. Thence S86°45'54"W, a distance of 22.27 feet;
4. Thence N44°24'43"E, a distance of 61.85 feet to the POINT OF BEGINNING.

The above described permanent easement contains 693 square feet (0.016 acres), more or less, and is for the construction, maintenance and use of electrical facilities and associated appurtenances.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
6-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NO.: TE-9
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, No. TE-9, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 1,821 square feet (0.042 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of 7-Eleven at Sunset Ridge, Lot 1, Block 1, as shown on the plat filed in the Records of Adams County under Reception No. B435789 in Plat Book F14 at Page 943, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N39°32'04"W, a distance of 131.02 feet to the POINT OF BEGINNING;

1. Thence S44°24'43"W, a distance of 61.85 feet;
2. Thence S86°45'54"W, a distance of 58.70 feet;
3. Thence N00°47'58"W, a distance of 11.01 feet;
4. Thence N86°45'54"E, a distance of 51.54 feet;
5. Thence N44°24'43"E, a distance of 59.24 feet;
6. Thence N00°47'58"W, a distance of 45.59 feet;
7. Thence N89°12'02"E, a distance of 9.00 feet;
8. Thence S00°47'58"E, a distance of 54.46 feet to the POINT OF BEGINNING.

The above described temporary easement contains 1,821 square feet (0.042 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
4-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-13
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-13, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 2,372 square feet (0.054 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge First Filing, Lot 27, Block 1, described in a deed filed in the Records of Adams County under Reception No. C0023133 in Book 4405 at Page 456, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N13°14'47"W, a distance of 374.41 feet to a point on the northerly line of the south 325 feet of Sunset Ridge First Filing, Lot 27, Block 1, said point being the POINT OF BEGINNING;

1. Thence N89°37'47"E along said northerly line, a distance of 10.70 feet to a point on the westerly right-of-way line of State Highway No. 287;
2. Thence S00°47'58"E along said westerly right-of-way line, a distance of 200.00 feet to a point on the northerly line of the south 125 feet of said Lot 27;
3. Thence S89°37'47"W along said northerly line, a distance of 11.98 feet;
4. Thence N00°47'58"W, a distance of 161.43 feet;
5. Thence N01°06'35"E, a distance of 38.58 feet to the POINT OF BEGINNING.

The above described parcel contains 2,372 square feet (0.054 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: George G. Smith Jr., PLS 19003
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
GEORGE GERARD SMITH, JR.
19003
2/26/15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NO.: TE-13
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, No. TE-13, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 143 square feet (0.003 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunset Ridge First Filing, Lot 27, Block 1, described in a deed filed in the Records of Adams County under Reception No. C0023133 in Book 4405 at Page 456, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N24°00'30"W, a distance of 208.03 feet to the POINT OF BEGINNING;

1. Thence S89°12'02"W, a distance of 3.00 feet;
2. Thence N00°47'58"W, a distance of 47.62 feet;
3. Thence N89°12'02"E, a distance of 3.00 feet;
4. Thence S00°47'58"E, a distance of 47.62 feet to the POINT OF BEGINNING.

The above described temporary easement contains 143 square feet (0.003 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
3-10-15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
PARCEL NO.: RW-15
Project Code: 19028
January 13, 2015

DESCRIPTION

A tract or parcel of land, No. RW-15, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 980 square feet (0.023 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunrise West Condominiums, described in a deed filed in the Records of Adams County under Reception No. 20050527000566660, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N13°14'47"W, a distance of 374.41 feet to a point on the southerly line of Sunrise West Condominiums, Condominium Unit 10, said point being the POINT OF BEGINNING;

1. Thence N01°06'35"E, a distance of 110.72 feet;
2. Thence N89°12'02"E, a distance of 7.01 feet to a point on the westerly right-of-way line of State Highway No. 287;
3. Thence S00°47'58"E along said westerly right-of-way line, a distance of 110.74 feet to a point on said southerly line;
4. Thence S89°37'47"W along said southerly line, a distance of 10.70 feet to the POINT OF BEGINNING.

The above described parcel contains 980 square feet (0.023 acres), more or less.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: George G. Smith Jr., PLS 19003
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
GEORGE GERARD SMITH JR.
19003
2/26/15
PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

PROJECT NUMBER: STU R600-423
TEMPORARY EASEMENT NO.: TE-15
Project Code: 19028
January 13, 2015

DESCRIPTION

Temporary easement, No. TE-15, of the Department of Transportation, State of Colorado, Project No. STU R600-423, containing 54 square feet (0.001 acres), more or less, in the northwest quarter of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian, County of Adams, Colorado, being a portion of Sunrise West Condominiums, described in a deed filed in the Records of Adams County under Reception No. 20050527000566660, being described as follows:

Commencing at the center quarter section corner of Section 20, Township 2 South, Range 68 West of the Sixth Principal Meridian; Thence N13°14'47"W, a distance of 374.41 feet to a point on the southerly line of Sunrise West Condominiums, Condominium Unit 10, said point being the POINT OF BEGINNING;

1. Thence S89°37'47"W along said southerly line, a distance of 2.00 feet;
2. Thence N01°06'35"E, a distance of 27.14 feet;
3. Thence S88°53'25"E, a distance of 2.00 feet;
4. Thence S01°06'35"W, a distance of 27.09 feet to the POINT OF BEGINNING.

The above described temporary easement contains 54 square feet (0.001 acres), more or less, and is for the construction of roadway facilities and associated appurtenances, including sidewalks.

BASIS OF BEARINGS: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983, north zone. The north line of the southwest quarter of said section 20, being the line between point 288, a 3.25" aluminum cap in range box and point 260, a 2.5" aluminum cap in range box, bears N89°37'47"E, a distance of 2637.30 feet, as described and shown on the project's Land Survey Control Diagram.

Authored by: Robert J. Ederveen, PLS 37889
For and on behalf of Harris Kocher Smith
1120 Lincoln Street, Suite 1000
Denver, CO 80203
303-623-6300

COLORADO LICENSED
ROBERT J. EDERVEEN
37889
3-16-15
PROFESSIONAL LAND SURVEYOR

WESTMINSTER

Agenda Item 10 N

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Resolution No. 12 re Spring 2016 Adams County Grant Applications

Prepared By: Rod Larsen, Open Space Manager
Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 12 authorizing the Parks, Recreation, and Libraries Department to pursue two grants from the Adams County Open Space grant program during the 2016 spring cycle in the amount of $400,000 to complete building stabilization and open up the farmstead at Metzger Farm and for $300,000 to upgrade the Big Dry Creek trail starting from 112th Avenue to 120th Avenue from crusher fines to all-season concrete.

Summary Statement

- Staff is recommending that a grant be pursued from the Adams County Open Space grant program for funding assistance to stabilize the buildings in the farmstead at Metzger Farm, provide interpretive signage, and open up the farmstead to the public. Metzger Farm is a 152-acre farm located on the north side of 120th Avenue between Lowell and Federal Boulevard that is co-owned by the City of Westminster and the City and County of Broomfield. The last item remaining in the 2009 master plan includes stabilizing the buildings in the farmstead and opening this area of the farm up to the public. Staff recommends requesting up to $400,000 which will complete the building stabilization project using matching funds in the amount of $145,167 from the City and County of Broomfield and $145,167 from City of Westminster Capital Improvement Funds. This represents a 58% grant request.

- Staff would also like to pursue a second grant from the Adams County Open Space program in the amount of $300,000 to upgrade a portion of the Big Dry Creek trail from 112th Avenue to 120th Avenue from crusher fines to concrete. This will create an all-season trail that can be plowed when it snows, takes fewer resources to maintain and will increase inclusivity as it would allow wheelchair users on the Big Dry Creek Trail. The City will use funds in the amount of $158,920 as match from City of Westminster Capital Improvement Funds. This represents a 65% grant request.

Expenditure Required: Grant request for the Metzger Farm Building Stabilization - $400,000
Matching funds: $145,167
Grant request for upgrades to the Big Dry Creek Trail- $300,000
Matching funds: $158,920

Source of Funds: General Capital Improvement Fund ($145,167) – Metzger Farm Building Stabilization
General Capital Improvement Fund ($158,920) – Big Dry Creek Trail

Policy Issue

Should the City attempt to seek assistance with completing the building stabilization project at Metzger Farm and opening up the farmstead to the public and for upgrades to the Big Dry Creek trail from the Adams County Open space Grant Program?

Alternative

Council could choose not to pursue additional funding for the building stabilization and trail upgrades projects. This is not recommended because the City and the Foundation do not have the funds to complete the building stabilization project at Metzger Farm and for trail upgrades to the Big Dry Creek trail without funding assistance from the Adams County Open Space program.

Background Information

The City has been successful in applying for and receiving grants from a variety of sources in the past for parks, open space and trail related projects. In recent years, the City has received grant money from the Adams County Open Space grant program for park and trail development projects as well as open space acquisitions. The City has developed a strong partnership with Adams County in its successful use of these grant funds.

The Parks, Recreation, and Libraries Department would like to pursue a grant from the Adams County Open Space grant program in the amount of $400,000 to complete the building stabilization project at Metzger Farm. The City and County of Broomfield and the City of Westminster created the Broomfield-Westminster Open Space Foundation (501 (c)(3)) in 2006 to purchase and manage the 152-acre Metzger Farm property. The Foundation board is made up of the Mayors, City Managers, and two Council members from both communities along with one at-large community member. The Metzger Farm property is located on the north side of 120th Avenue between Lowell and Federal Boulevards. A master plan for the property was adopted by both communities in 2009 and improvements were made to the property in 2012 including over 2 miles of trails, a parking lot, fishing docks, wildlife viewing deck, covered shelter area, and a bridge to the Big Dry Creek trail. The last remaining item to complete in the master plan includes stabilizing the buildings in the farmstead and opening up the farmstead to the public. This area of the farm is currently closed to the public due to risks associated with the current conditions of the buildings.

The farmstead is made up of ten buildings including a main house, caretakers, house, garage, file storage shed, granary, equipment shed, chicken house, brooder house, dairy barn, and loafing shed. Staff began working on stabilizing the buildings in 2014 with a first phase that included a new roof on the main and caretaker's house. A request for proposals was sent out in December, 2015 for the second phase that will include a complete remodel of the caretaker's house including extensive work on the foundation, improvements to the foundation of the equipment shed, and improvements to the main house front porch. This project will cost approximately $150,000 to complete. Completion of the second phase will allow for a caretaker to be placed in the caretaker's house, which will improve safety on the site. The Foundation was able to cover Phases 1 and 2 out of its budget using funds previously transferred from both communities to complete the improvements approved in the master plan.

The master plan report from 2009 did provide cost information and needs for building stabilization on site. However, the costs were low and did not cover all of the structural deficiencies. That, combined with rising construction costs have added to the cost to complete this project. Because of this, staff is seeking funding to complete the third and final phase which will include site work, structural work and re-roofing on the remaining buildings, new windows, doors, siding and trim, electrical plumbing, contractor fees and general conditions, architectural and engineering fees, 3rd party testing and inspections, interpretive signage, and project contingency. The total cost for third phase described above is estimated

to be $690,335. This cost estimate is taken from a Building Stabilization Report and Preservation Plan provided by SlaterPaull that was completed in 2014. Numbers have been adjusted for inflation and to reflect prices from Phase 1 and Phase 2.

Adams County has been a significant partner on this project, helping to fund the initial acquisition and the project to construct the current improvements on site. It is staff's hope that they will continue to provide financial support to complete the final building stabilization project which will allow for the opening of the farmstead to the public. Staff recommends requesting up to $400,000 for this project from Adams County using matching funds in the amount of $145,167 from the City and County of Broomfield and $145,167 from City of Westminster Capital Improvement Funds. This represents a 58% grant request. The Broomfield-Westminster Open Space Foundation will meet on January 25th and staff will request support from the board for this grant request.

Both communities envisioned opening up the farmstead and providing interpretive programs to the public when the property was purchased in 2006. Completing the building stabilization project will allow for this and will finish out the improvements approved in the master plan. Next steps include researching and discussing whether there is interest in utilizing the farm property for other uses such as active farming.

The Parks, Recreation, and Libraries staff wish to pursue a second grant from the Adams County Open Space grant program for funding assistance to upgrade the Big Dry Creek trail from 112th Avenue to 120th Avenue from crusher fines to concrete. The Big Dry Creek Trail is the City of Westminster's showcase trail and extends over 10 miles through the heart of the City. Currently, 40% of the trail is concrete. Upgrading the trail surface to concrete will allow year-round access to the trail, be less costly to maintain and would open the trail up to wheelchair and commuter use. This upgrade is also proposed in the 2014 Open Space Stewardship Plan. This segment is approximately 1.3 miles and costs for the project are estimated at $458,920. Staff would like to request $300,000 from Adams County using $158,920 as match. This match will come from the Parks, Recreation, and Libraries trail CIP account. Community members and trail user groups have expressed the desire for an all-season trail along Big Dry Creek. Staff wishes to support this and will continue upgrading the trail to concrete with a goal of completing the entire trail over the next 4 years.

These grant requests support the "Beautiful, Desirable, Safe and Environmentally Responsible City" and "Financially Sustainable Government Providing Excellence In City Services" strategic plan goals by providing more recreational opportunities, increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Resolution
Site Map for Metzger Farm Building Stabilization Project
Site Map for Big Dry Creek Trail Upgrade Project

RESOLUTION

RESOLUTION NO. **12** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION
TO PURSUE TWO GRANT REQUESTS FROM THE
SPRING 2016 ADAMS COUNTY OPEN SPACE GRANT PROGRAM
FOR THE BUILDING STABILIZATION PROJECT AT METZGER FARM AND FOR TRAIL UPGRADES TO THE BIG DRY CREEK TRAIL

WHEREAS, Adams County has established a local government grant application process to assist municipalities and special districts within the County with the development of recreation capital improvements and open space acquisitions; and

WHEREAS, the City of Westminster considers completion of the building stabilization project at Metzger a high priority and has secured matching funds; and

WHEREAS, the City of Westminster considers securing funds to upgrade the surface of the Big Dry Creek trail from 112th Avenue to 120th Avenue from crusher fines to concrete a high priority and has secured matching funds; and

WHEREAS, grant money received from Adams County will assist the City in completing the building stabilization project at Metzger Farm and upgrading a portion of the Big Dry Creek trail to concrete.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER:

That Staff shall submit a grant application to the Adams County Open Space Grant program for the spring funding cycle of 2016, requesting funding not to exceed $400,000 towards the completion of the building stabilization project at Metzger Farm. Staff will also submit a second grant application to the Adams County Open Space Grant program for the same funding cycle, requesting funding not to exceed $300,000 to upgrade a portion of the Big Dry Creek trail to all weather concrete.

PASSED AND ADOPTED this 25th day of January, 2016.

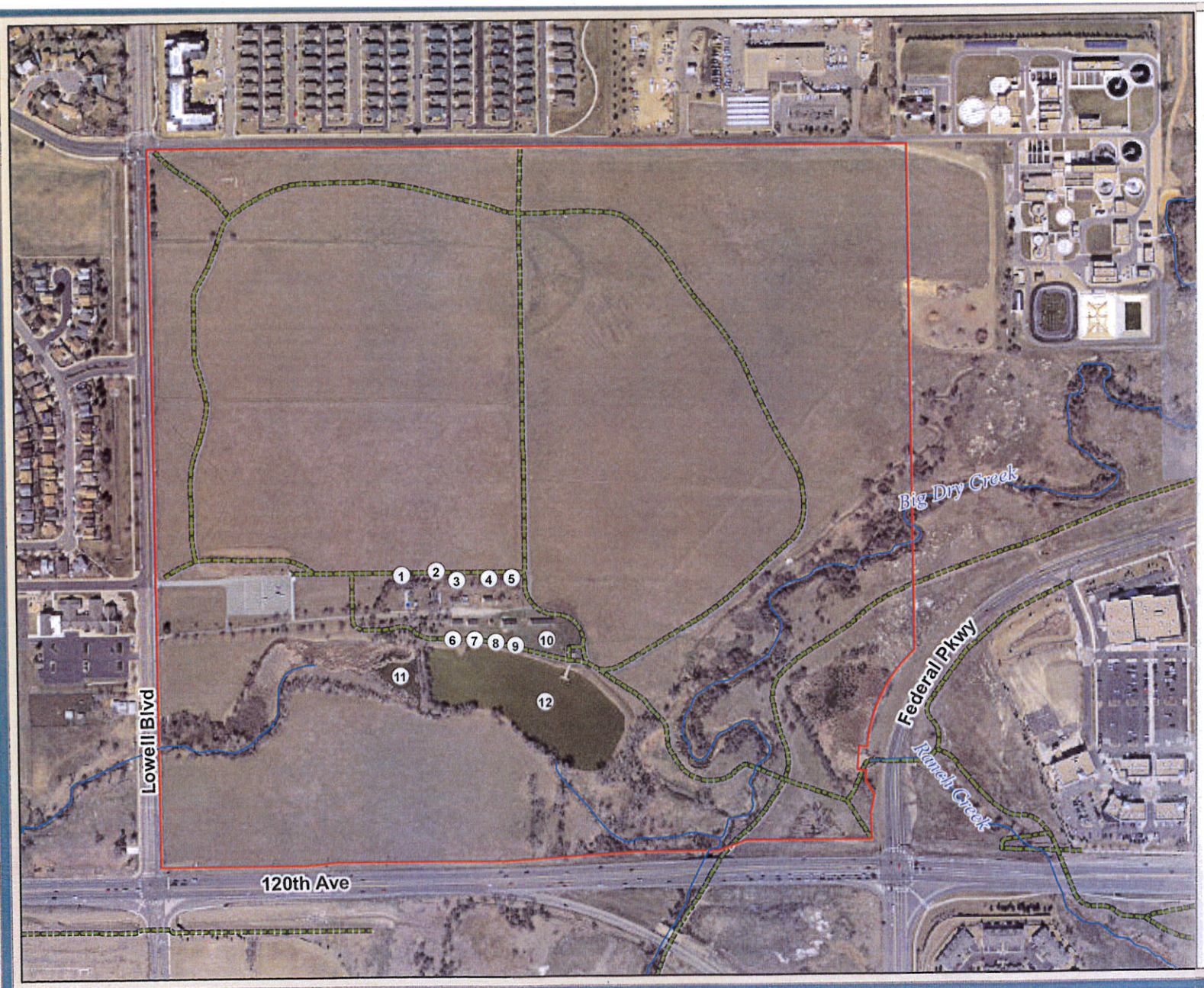
_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Office of the City Attorney



City of Westminster
Metzger Farm Farmstead Buildings

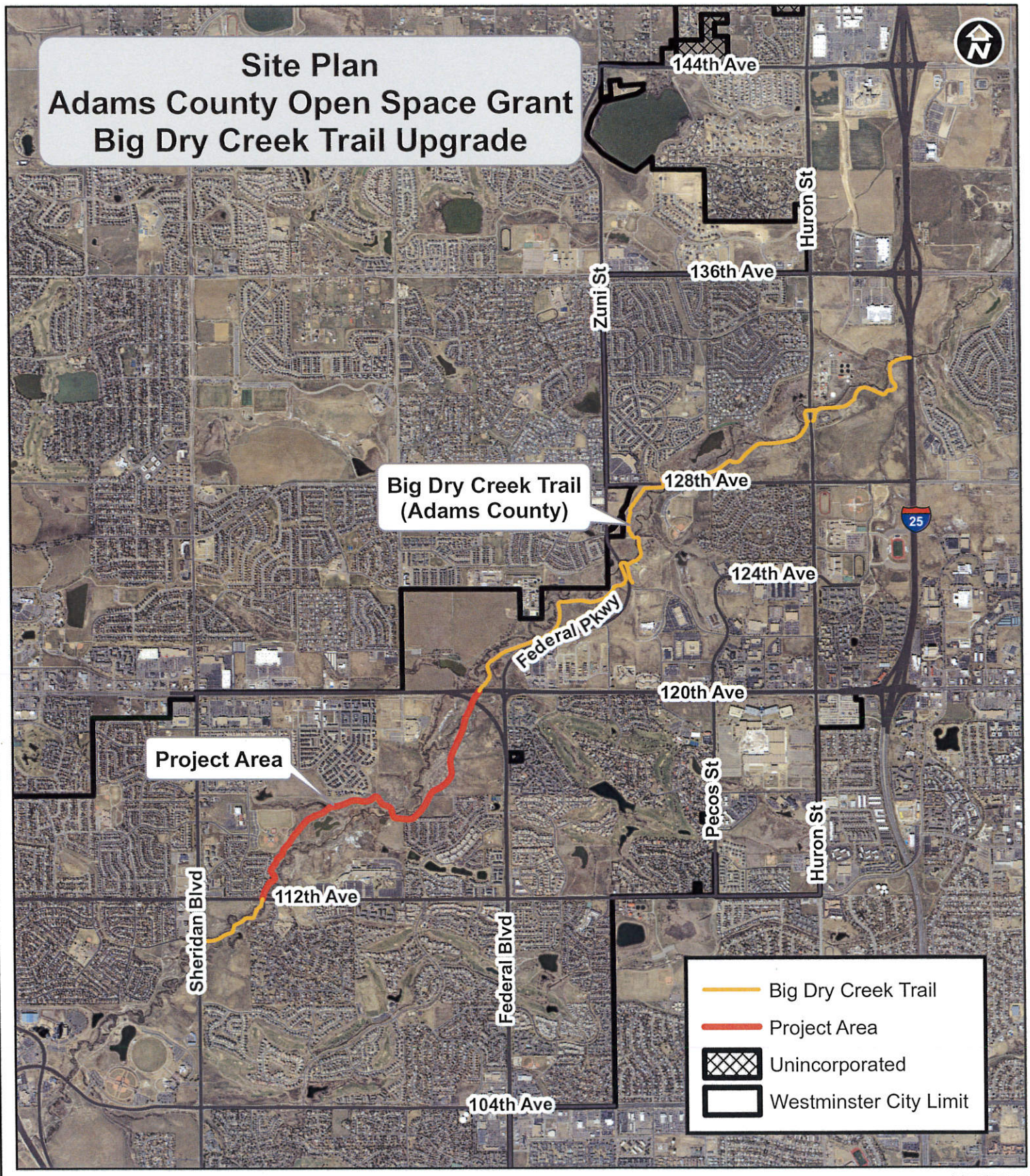
1. METZGER HOUSE
2. CARETAKER HOUSE
3. SHOP AND GARAGE
4. GRANARY
5. APPROXIMATE LOCATION OF FORMER MILK HOUSE, ROOT CELLAR & PUMP HOUSE
6. IMPLEMENT SHED
7. CHICKEN HOUSE
8. BROODER HOUSE
9. BARN AND HORSE STALLS
10. STOCK STANDING SHED
11. UPPER POND
12. LOWER POND

Metzger Farm Open Space

Existing Trails

0 137.5 275 550 Feet

N



1/20/2016

City of Westminster

Parks, Open Space and Golf Courses

0 0.5 1 2 Miles

WESTMINSTER

Agenda Item 10 O

Agenda Memorandum

City Council Meeting
January 25, 2016

SUBJECT: Downtown Westminster Street and Utility Project – Construction Contingency

Prepared By: David W. Loseman, Assistant City Engineer

Recommended City Council Action

Authorize an additional project contingency in the amount of $2,475,000 for the Downtown Westminster Street and Utility Project.

Summary Statement

- On June 22, 2015, Council awarded the construction contract for Phase 1 of the Downtown Westminster infrastructure project to Hammerlund Construction and authorized a $3,085,000 contingency. The intent of this contingency was to allow for the construction of additional roads in the Phase 2 area; the relocation of a major storm line and a major sanitary sewer line into 88th Avenue; and to pay for any unforseen expenses that arose during the construction of these improvements.

- A proposal for the first project change order to add roads from the Phase 2 project area and to move the major storm and sewer lines into 88th Avenue was presented by Hammerlund Construction to Staff last November. While the originally proposed size of that first change order was in the amount of $3,937,000, staff negotiated with Hammerlund and made slight modifications to the scope of this additional work. As a result, the final change order amount was $3,064,000, thus leaving a balance of just $11,000 in the original project contingency.

- A project of this size and complexity would typically have a project contingency of $700,000 to $1,000,000 to account for any unforeseen conditions that may arise during construction. The requested additional authorization of $2,475,000 would include an earmarked amount of $1,800,000 for the installation of some of the street lights in the current project area which would leave a contingency of $675,000 to account for unforeseen conditions during the remaining construction.

Expenditure Required: $2,475,000

Source of Funds: Westminster Center Urban Reinvestment Project Capital Improvement Project

Policy Issue

Should the City Council authorize an additional project contingency of $2,475,000 for the Downtown Westminster Street and Utility Project?

Alternatives

1. City Council could chose to not authorize the additional project contingency. Staff does not recommend this alternative because such an action would require a modification to Change Order 1 to eliminate the construction of the Phase 2 roadways that were just added to the scope of work, thus yielding sufficient funds to provide a meaningful contingency for the rest of the work. This action would mean that roads around the parcels that are currently being planned for development would not be completed in a timely manner.

2. A second alternative would be to eliminate the installation of some of the street lights from the Change Order 1 scope of work and install them at a later date. Only a portion of the street light installations could be eliminated since the underground wiring for the lights should be installed now to prevent the need to excavate in newly constructed roadways in the near future. The postponement of construction of some of the street light system would save approximately $500,000 of the $1,800,000 that is earmarked for street lights in the $2,475,000 contingency request.

Background Information

The Phase 1 improvements that are currently being constructed include all of the roads shown on the attached exhibit, including Westminster Boulevard and portions of 89th Avenue, 90th Avenue, 91st Avenue, Central Avenue and Eaton Street as well as those roads around Blocks B-3, B-4, C-4 and C-5, which are the four blocks at the four quadrants of the Central Avenue and Fenton Street intersection. Street lights are also being designed and will be included on all of the roads being constructed in Phase 1 and the additional roads mentioned above. Once the street light design is completed, staff will request pricing from the contractor to identify the portions of the street lights system that can be contructed within the $1,800,000 amount earmarked from the requested contingency.

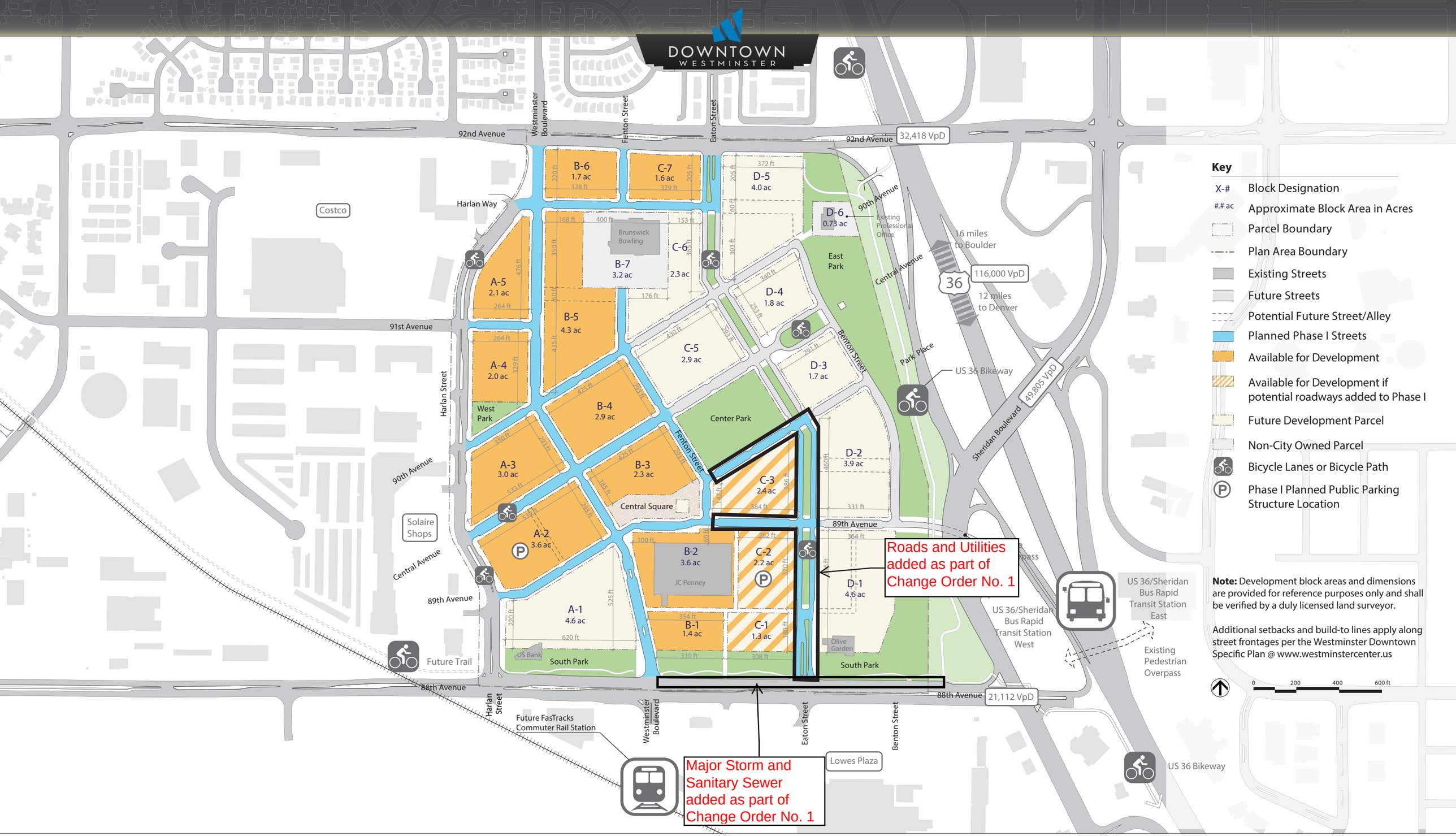
<u>The costs of these expenses will be paid from Certificates of Participation (COPs). There is currenty enough funds in the project account to allow for the authorization of the $2,475,000 contingency being requested</u>.

Council action on this item meets elements of two goals in the City's Strategic Plan: *Dynamic, Diverse Economy, Vibrant & Inclusive Neighborhoods and Ease of Mobility*.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Site Map



WESTMINSTER
COLORADO
ECONOMIC DEVELOPMENT OFFICE

DOWNTOWN WESTMINSTER

Phase I

Prepared by: Sarah Nurmela, City of Westminster
6/15/15

AGENDA

CITY OF WESTMINSTER DOWNTOWN GENERAL IMPROVEMENT DISTRICT MEETING

MONDAY, JANUARY 25, 2016

AT 7:00 P.M.

1. **Roll Call**

2. **Consideration of Minutes of Preceding Meetings** (January 11, 2016)

3. **Public Hearings and Other New Business**

4. **Old Business**

   A. Second Reading of Councillor's Bill No. 60 re Petition for Inclusion of Certain WEDA-owned Property into the City of Westminster Downtown General Improvement District

5. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE DOWNTOWN
GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, JANUARY 11, 2015, AT 8:42 P.M.

ROLL CALL

Present at roll call were Chairperson Atchison, Vice Chairperson Garcia, and Board Members Baker, Bird, De Cambra, Pinter, and Seitz. Also present were Donald M. Tripp, Executive Director, David Frankel, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES OF PRECEDING MEETING

Vice Chairperson Garcia moved to approve the minutes of the December 28, 2015, meeting. The motion was seconded by Board Member Baker and carried unanimously.

SECOND READING OF COUNCILLOR'S BILL NO. 60 POSTPONED TO JANUARY 25

It was moved by Board Member Pinter and seconded by Board Member De Cambra to postpone to the January 25, 2016, meeting the passage of Councillor's Bill No. 60 on second reading to allow time for legal publication of the first reading of said Councillor's Bill. The motion passed unanimously.

ADJOURNMENT

There was no further business and the meeting adjourned at 8:44 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

Downtown GID Agenda Item 4 A

Agenda Memorandum

City of Westminster Downtown General Improvement District Meeting
January 25, 2016

SUBJECT: Second Reading of Councillor's Bill No. 60 re Petition for Inclusion of certain WEDA-owned Property into the City of Westminster Downtown General Improvement District

Prepared By: David Frankel, City Attorney

Recommended Board Action

Pass Councillor's Bill No. 60 on second reading to approve the inclusion of Westminster Economic Development Authority land into the Downtown General Improvement District.

Summary Statement

- General Improvement Districts (GIDs) are a financing tool utilized to help fund improvements and operational costs within certain developments to ensure financial sustainability.
- Under a GID structure, a property tax mill levy is assessed on owners within the GID boundaries as they are the primary beneficiaries of public improvements, such as streets, lights, parks, parking improvements, etc. to be built and maintained for the benefit of the users.
- The City of Westminster Downtown GID was established on August 24, 2015, and a mill levy not to exceed 50 mills was approved at the November 3, 2015 election.
- Including the WEDA-owned property at the Downtown Westminster site into the GID would facilitate funding of improvements and services for the new Downtown.
- The GID received a Petition for Inclusion of the WEDA-owned land at the Downtown Westminster site on November 23, 2015.
- The Clerk to the GID has published the required notices for tonight's hearing and the next procedural step is for the GID to approve on first reading an ordinance including the WEDA land.
- This Councillor's Bill was passed on first reading on December 28, 2015, after conclusion of the public hearing; and publication of the ordinance by title occurred on January 14, 2016.

Expenditure Required: $0
Source of Funds: N/A

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3815** COUNCILLOR'S BILL NO. **60**

SERIES OF 2015 INTRODUCED BY COUNCILLORS
Garcia - Seitz

A BILL

FOR AN ORDINANCE INCLUDING PROPERTY WITHIN THE
CITY OF WESTMINSTER DOWNTOWN GENERAL
IMPROVEMENT DISTRICT

WHEREAS, a Petition for the Inclusion of Property within the City of Westminster Downtown General Improvement District (the "Petition") has been filed with the City Council of the City of Westminster (the "City"), sitting ex officio as the Board of Directors (the "Board") of the City of Westminster Downtown General Improvement District (the "District"); and

WHEREAS, the Petition states that it has been signed by the authorized representative fee title owners of the property which the petitioner seeks to have included within the boundaries of the District; and

WHEREAS, the Petition has been reviewed by the City Clerk and the City Attorney; and

WHEREAS, notice of filing of the Petition has been given and published pursuant to Section 31-25-618, Colorado Revised Statutes; and

WHEREAS, the Board has heretofore conducted a hearing at which all persons having objections to the Petition were given an opportunity to appear and show cause why the Petition should not be granted.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER, COLORADO, AS THE EX OFFICIO BOARD OF DIRECTORS OF THE CITY OF WESTMINSTER DOWNTOWN GENERAL IMPROVEMENT DISTRICT:

Section 1. Findings and Determinations. The Board hereby finds and determines as follows:

a. In accordance with C.R.S. section 31-25-618, the owners of the property described in Exhibit A to this ordinance (the "Property") have filed the Petition with the Board requesting that the Property be included within the boundaries of the District.

b. The Petition accurately describes the Property and such legal description has been verified by the City Clerk ex officio Secretary of the Board.

c. A deposit of moneys sufficient to pay all costs of the inclusion proceedings accompanied the filing of the Petition.

d. The City Clerk, as secretary of the Board (the "Secretary") has caused a notice of the filing of such Petition to be given and published, according to the requirements of the pertinent provisions of C.R.S. Title 31, Article 25, Part 6, including the mailing of such notice to each elector of the District.

e. The notice states the filing of such Petition, the names of the petitioners, descriptions of the Property sought to be included, and the request of said petitioners. The notice notifies all persons having objections to appear at the office of the Board at the time stated in the notice and show cause why the Petition should not be granted.

f. The Board, at the time and place stated in the notice, has heard the Petition and all objections presented by any person showing cause why said Petition should not be granted and overrules any such objections.

g. The Board has determined to grant the Petition.

Section 2. Inclusion of Property. The Board hereby grants the Petition.

Section 3. Filing of Ordinance. Within ten days after final publication of this ordinance, the City Clerk ex officio Secretary of the Board shall file a certified copy of this ordinance with the County Clerk and Recorder of Jefferson County. Thereupon the Property shall be included within the boundaries of the District.

Section 4. Severability. If any section, subsection, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this ordinance, the intent being that the same are severable.

Section 5. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this ordinance are hereby repealed to the extent only of such inconsistency.

Section 6. Effective Date. This ordinance shall take effect upon its passage after second reading.

Section 7. 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 28th day of December, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of January, 2016.

CITY OF WESTMINSTER DOWNTOWN
GENERAL IMPROVEMENT DISTRICT

_____
Mayor ex officio President

ATTEST:

_____
City Clerk ex officio Secretary

Approved as to form:

_____
Attorney for District

STATE OF COLORADO	)	
	)	
COUNTY OF JEFFERSON	)	SS.
	)	
CITY OF WESTMINSTER DOWNTOWN	)	
GENERAL IMPROVEMENT DISTRICT	)	

I, Linda Yeager, City Clerk of the City of Westminster, Colorado (the "City") and ex officio Secretary of the City of Westminster Downtown General Improvement District (the "District"), do hereby certify:

Section 1. The foregoing is a true and correct copy of an ordinance (the "Ordinance") introduced and passed on first reading at the regular meeting of the Board of Directors of the District (the "Board") on December 28, 2015, and passed and adopted on second reading by the Board at the regular meeting of the Board on January 25, 2016. A quorum of the Board was in attendance at each meeting.

Section 2. The members of the Board voted on passage and adoption of the Ordinance on first reading on December 28, 2015, as follows:

Those Voting Aye:	Mayor ex-officio President Atchison
	Mayor Pro Tem ex-officio Vice President Garcia
	Councillor ex-officio Member Baker
	Councillor ex-officio Member Bird
	Councillor ex-officio Member De Cambra
	Councillor ex-officio Member Pinter
	Councillor ex-officio Member Seitz
Those Voting Nay:	None
Those Absent:	None
Those Abstaining:	None

Section 3. The adoption of the Ordinance was duly moved and seconded and the Ordinance was adopted on second reading by an affirmative vote of a majority of the members of the Board at the regular meeting of the Board on January 25, 2016, as follows:

Those Voting Aye: _____

_____

_____

_____

_____

_____

Those Voting Nay: _____

Those Absent: _____

Those Abstaining: _____

Section 4. The Ordinance was approved and authenticated by the signature of the Mayor as ex officio President of the District, attested by the Clerk as ex officio Secretary of the District and recorded in the minutes of the Board.

Section 5. Attached hereto as Exhibit B are affidavits of publication by title and in full of the Ordinance in the Westminster Window on January 14, 2016, and on February 4, 2016.

Section 6. Attached hereto as Exhibit C are copies of the notices of the meetings of December 28, 2015, and January 11, 2016, each of which were posted at the City Hall not less then 24 hours in advance of the meeting.

Section 7. On _____ __, 201__ I filed a certified copy of the Ordinance with the Jefferson County Clerk and Recorder.

Section 8. On _____ __, 201__, I caused to be filed with the Board of County Commissioners of Jefferson County, the Jefferson County Assessor, and the Division of Local Government of the State of Colorado, a Notice of Inclusion, a true and correct copy of which is attached here to as Exhibit D.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the City this ____ day of _____, 201__.

_____

City Clerk ex officio Secretary of the Board

EXHIBIT A

(Attach Verified Legal Description for Property
to be included within the Boundaries of the
City of Westminster Downtown General improvement District)

LEGAL DESCRIPTION OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY OWNERSHIP AT THE DOWNTOWN WESTMINSTER SITE

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE N44°34’47”W A DISTANCE OF 105.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HARLAN STREET SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING EIGHT (8) CONSECUTIVE COURSES;
1.) 128.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 73°44'29" AND A CHORD WHICH BEARS N36°09'44"W A DISTANCE OF 120.00 FEET;
2.) THENCE N00°42'30"E A DISTANCE OF 252.68 FEET;
3.) THENCE 104.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 30°00'00" AND A CHORD WHICH BEARS N14°17'30"W A DISTANCE OF 103.53 FEET;
4.) THENCE N29°17'30"W A DISTANCE OF 253.49 FEET;
5.) THENCE 52.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°00'00" AND A CHORD WHICH BEARS N14°17'30"W A DISTANCE OF 51.76 FEET;
6.) THENCE N00°42'30"E A DISTANCE OF 1022.79 FEET;
7.) THENCE 241.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 38°30'06" AND A CHORD WHICH BEARS N19°57'33"E A DISTANCE OF 237.39 FEET;
8.) THENCE N39°12'36"E A DISTANCE OF 216.41 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HARLAN STREET AND THE SOUTHERLY LINE OF WEST 92ND AVENUE RECORDED AT RECEPTION NO. F0832987; THENCE ALONG THE SAID EASTERLY LINE AND SOUTHERLY LINE OF WEST 92ND AVENUE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;
1.) S50°48'48"E A DISTANCE OF 20.34 FEET;
2.) THENCE N39°11'12"E A DISTANCE OF 55.78 FEET;
3.) THENCE 26.01 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 90°18'15" AND A CHORD WHICH BEARS N05°39'40"W A DISTANCE OF 23.40 FEET TO A POINT OF REVERSE CURVATURE;
4.) THENCE 208.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 393.50 FEET, A CENTRAL ANGLE OF 30°25'28" AND A CHORD WHICH BEARS N24°16'43"E A DISTANCE OF 206.50 FEET;
5.) THENCE N09°03'59"E A DISTANCE OF 16.12 FEET;

6.) THENCE 33.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500.50 FEET, A CENTRAL ANGLE OF 03°47'05" AND A CHORD WHICH BEARS N07°10'20"E A DISTANCE OF 33.05 FEET TO A POINT OF REVERSE CURVATURE;
7.) THENCE 38.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET, A CENTRAL ANGLE OF 45°13'15" AND A CHORD WHICH BEARS N27°53'25"E A DISTANCE OF 37.29 FEET;
8.) THENCE S89°13'00"E A DISTANCE OF 100.73 FEET;
9.) THENCE S89°12'30"E A DISTANCE OF 16.89 FEET;
10.) THENCE 51.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1036.00 FEET, A CENTRAL ANGLE OF 02°50'33" AND A CHORD WHICH BEARS S87°47'44"E A DISTANCE OF 51.39 FEET;
11.) THENCE S86°22'27"E A DISTANCE OF 303.71 FEET;
12.) THENCE 69.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.31 FEET, A CENTRAL ANGLE OF 03°08'13" AND A CHORD WHICH BEARS S87°56'42"E A DISTANCE OF 68.99 FEET TO A POINT OF COMPOUND CURVATURE;
13.) THENCE 8.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1259.00 FEET, A CENTRAL ANGLE OF 00°23'51" AND A CHORD WHICH BEARS S89°42'48"E A DISTANCE OF 8.73 FEET;
14.) THENCE S89°54'43"E A DISTANCE OF 162.21 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 92ND AVENUE RECORDED AT RECEPTION NO. F1097396; THENCE ALONG SAID SOUTHERLY LINE S89°55'03"E A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 92ND AVENUE RECORDED AT RECEPTION NO. F083987; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1.) S00°45'31"W A DISTANCE OF 9.26 FEET;
2.) THENCE S89°16'45"E A DISTANCE OF 495.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BENTON STREET AND U.S. HIGHWAY 36 RECORDED AT BOOK 2489 PAGE 903; THENCE ALONG THE SAID WESTERLY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1.) S45°07'17"E A DISTANCE OF 143.20 FEET;
2.) THENCE S15°22'31"E A DISTANCE OF 102.65 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 1, LAKE ARBOR COMMERCIAL OFFICE PARK FILING NO. 1; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) CONSECUTIVE COURSES;
1.) N89°17’30”W A DISTANCE OF 175.87 FEET;
2.) THENCE S00°42’30”W A DISTANCE OF 160.00 FEET;
3.) THENCE S89°17’30”E A DISTANCE OF 222.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BENTON STREET AND U.S. HIGHWAY 36 RECORDED AT BOOK 2489 PAGE 903; THENCE ALONG SAID WESTERLY LINE S15°22’31”E A DISTANCE OF 1207.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BENTON STREET AND U.S. HIGHWAY 36 RECORDED AT BOOK 2489 PAGE 901; THENCE ALONG SAID WESTERLY LINE S00°05'03"W A DISTANCE OF 904.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 88TH AVENUE; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1.) 23.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°37'27" AND A CHORD WHICH BEARS S45°23'47"W A DISTANCE OF 21.33 FEET;

2.) THENCE N89°17'30"W A DISTANCE OF 1682.39 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 88TH AVENUE RECORDED AT RECEPTION NO. 89053018; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES;
1.) N00°39'31"E A DISTANCE OF 2.10 FEET;
2.) THENCE N88°29'13"W A DISTANCE OF 135.26 FEET;
3.) THENCE N89°17'30"W A DISTANCE OF 74.75 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LOT 1, BLOCK 1, BRUNSWICK CENTER AND A PARCEL OF LAND RECORDED AT RECEPTION NO. 85121731 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE N06°32’50”E A DISTANCE OF 1909.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 85121731 AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1.) N00°42’30”E A DISTANCE OF 350.00 FEET;
2.) THENCE S89°17’30”E A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRUNSWICK CENTER; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) CONSECUTIVE COURSES;
1.) S89°17’30”E A DISTANCE OF 280.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
2.) THENCE S00°42’30”W A DISTANCE OF 350.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
3.) THENCE N89°17’30”W A DISTANCE OF 280.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE SOUTHEAST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION 85121731; THENCE ALONG SOUTHERLY LINE OF SAID PARCEL OF LAND N89°17’30”W A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM A 10’ BY 20’ PARCEL OF LAND WITHIN A PORTION OF BLOCK A-2 OF WESTMINSTER CENTER SUBDIVISION, FILING NO. 1 AS RECORDED AT RECEPTION NUMBER 2015002087, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 24; THENCE S89˚17’30’E A DISTANCE OF 334.92 FEET ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 24; THENCE DEPARTING SAID SOUTHERLY LINE, N00˚42’30’E A DISTANCE OF 746.02 FEET TO THE EASTERLY MOST CORNER OF SAID BLOCK A-2 BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK A-2, S58˚10’03’W A DISTANCE OF 20.00 FEET; THENCE N31˚49’57’W A DISTANCE OF 10.00 FEET, THENCE, N58˚10’03’E A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID

BLOCK A-2; THENCE ALONG SAID NORTHEASTERLY LINE S31˚49’57’E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 100.098 ACRES (4,360,280 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING S89°17’30”E AND BEING MONUMENTED BY A FOUND 3” ALUMINUM CAP PLS #17488 AT THE SOUTH QUARTER CORNER AND A FOUND 3-1/4” ALUMINUM CAP PLS #13155 AT THE SOUTHEAST CORNER.

EXCLUSION

EXCLUDED FROM THIS LEGAL DESCRIPTION ARE THE TENANT IMPROVEMENTS, BUILDING AND PERSONAL PROPERTY OWNED BY JC PENNEY LOCATED AT 5453 W. 88TH AVE, WESTMINSTER CO 80031. SAID TENANT IMPROVEMENTS, BUILDING AND PERSONAL PROPERTY WOULD NEED TO BE INCLUDED BY A FUTURE PETITION FILED BY JC PENNEY WHICH IS CURRENTLY A TENANT OF WEDA.

EXCLUDED FROM THIS LEGAL DESCRIPTION ARE THE TENANT IMPROVEMENTS AND PERSONAL PROPERTY OF OLIVE GARDEN, LOCATED AT 5551 W. 88TH AVE, WESTMINSTER CO 80031 AND U.S. BANK, LOCATED AT 5971 W. 88TH AVE, WESTMINSTER, CO 80031. SAID TENANT IMPROVEMENTS AND PERSONAL PROPERTY WOULD NEED TO BE INCLUDED BY FUTURE PETITIONS FILED BY THEIR OWNERS WHICH ARE CURRENTLY TENANTS OF WEDA.

EXHIBIT B

(Attach Affidavits of Ordinance publication by title and in full)

EXHIBIT C

(Attach Notices of Meetings on December 28, 2015, and January 25, 2016)

EXHIBIT D

(Attach Notice of Inclusion of Property within the
City of Westminster Downtown General Improvement District)

AGENDA

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING

MONDAY, JANUARY 25, 2016

AT 7:00 P.M.

1. **Roll Call**

2. **Consideration of Minutes of the Preceding Meetings** (December 14, 2015)

3. **Public Hearings and New Business**

   A. Purchase and Sale Agreement for Eaton Street Affordable Housing LLC on Lot 1, Block C-2 of the Downtown Westminster Project

4. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, DECEMBER 14, 2015, AT 8:06 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Alberto Garcia, and Board Members Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz. Board Member Bruce Baker was absent. Also present were Donald M. Tripp, Executive Director, David Frankel, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

It was moved by Board Member Seitz, seconded by Vice Chairperson Garcia, to approve the minutes of the meetings of October 26 and November 23, 2015, as distributed. The motion passed unanimously.

DOWNTOWN WESTMINSTER PROJECT CONSULTANT CONTRACTS

With the consent of the Board Members, Chairperson Atchison moved, seconded by Board Member Bird, to authorize the Executive Director to enter into one-year agreements with the Laramie Company and John M Mullins and Associates, Inc. to provide consultant services regarding the development of the Downtown Westminster Project, in substantially the same form as distributed, subject to an amendment that ownership of any plans, drawings, and specifications would become the property of the City. The motion carried by unanimous vote.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 8:10 p.m.

_____
Chairperson

ATTEST:

_____
Secretary

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority
January 25, 2016

SUBJECT: Purchase and Sale Agreement for Eaton Street Affordable Housing LLC on Lot 1 Block C-2 of the Downtown Westminster Project

Prepared By: Sarah Nurmela, Co-Project Manager Downtown Westminster
John Burke, Co-Project Manager Downtown Westminster

Recommended WEDA Board Action

Authorize the WEDA Executive Director to sign a Purchase and Sale Agreement with Eaton Street Affordable Housing LLC for the affordable housing project on Lot 1 Block C-2 of the Downtown Westminster site in substantially the same form as the attached agreement.

Summary Statement

- The City has developed a strategy to become a major urban center in Colorado with the creation of the Downtown Westminster project. Part of this strategy is to identify opportunities to integrate affordable and workforce housing into the fabric of the Downtown. The attached Purchase and Sale Agreement between the Westminster Economic Development Authority (WEDA) and Eaton Street Affordable Housing is the first step in accomplishing that goal.
- Lot 1 Block C-2 is the proposed site for a retail and residential wrap around WEDA's parking structure to be constructed on Lot 2 Block C-2 of the Downtown Westminster site. The proposed affordable housing project includes approximately 118 multifamily units and 25,000 square feet of ground floor retail.
- Staff has been working with the Eaton Street Affordable Housing team for several months as it prepares to submit the project to the Colorado Housing and Finance Authority (CHFA) for low-income housing tax credits (LIHTC). Submittal to CHFA does not guarantee receipt of the tax credits as the award of LIHTC is a competitive process. Receipt of the tax credits will allow the development team to provide a high quality affordable housing product to residents with annual incomes at or below 60 percent of the Average Median Income for Jefferson County.
- The Purchase and Sale Agreement (PSA) is a required component for the Eaton Street Affordable Housing team to apply for the CHFA tax credits to ensure it has the right to develop the property. Execution of the PSA is contingent on completion of a development and financing agreement, which will be pursued by WEDA and the developer if the project is awarded tax credits.

Expenditure Required: $0

Source of Funds: Not applicable

Policy Issue

Should WEDA proceed with the affordable housing project by signing the Purchase and Sale Agreement with Eaton Street Affordable Housing LLC?

Alternative

The WEDA Board could choose not to sign this Purchase and Sale Agreement, however doing so will disqualify Eaton Street Affordable Housing LLC from the ability to compete for the low income housing tax credits through the Colorado Housing and Finance Authority. Since having affordable housing incorporated into the Downtown Westminster site is a goal for the City, Staff does not recommend this alternative.

Background Information

Staff was authorized by City Council to begin the design/build construction project for the parking structure on Lot 2 Block C-2 of the Downtown Westminster site on October 26, 2015. At the same time, Staff began discussions with the Eaton Street Affordable Housing LLC development team with the possibility of developing a mixed-use affordable housing development "wrap" on two sides of the parking structure. Constructing affordable housing within the central core of Downtown as part of the first phase of development would be a key opportunity to reinforce City Council's vision for diverse housing in the Downtown. The City has expressed a desire for the project to be well-integrated physically and visually into the Downtown, with a quality of design and materiality that would be consistent with other development.

The proposed affordable housing project includes approximately 118 multifamily units and 25,000 square feet of ground floor retail use. The project would provide affordable rents at 60% of the Jefferson County Average Median Income (AMI), with up to eight of the units at 30% of the AMI and designed to Americans with Disabilities Act (ADA) standards, including some units for the hearing impaired. The table below illustrates the applicable incomes and rents as of 2015 that this project would serve:

Project Incomes and Rents (2015 Values)

	60% AMI		*30% AMI*	
	Single Household	*4-Person Household*	*Single Household*	*4-Person Household*
Income	$33,600	$47,940	$16,800	$23,970
Monthly Rent	$900	$1,246	$450	$623

Over the past several months, Staff has worked closely with the development team and the design-build team for the parking garage to incorporate the proposed affordable housing project into the parking structure design. Both design teams have been working well together and are confident the two projects can be constructed seamlessly and provide an integrated project to serve this area. It should be noted that the design for the wrap will also accommodate the potential of a market rate housing project should the development team not receive the affordable housing tax credits through CHFA.

Financing of the affordable housing project is contingent on receipt of State and federal 4% low income housing tax credits. Receipt of the tax credits through CHFA requires that the project be affordable (defined as 30% of monthly income) to residents making no more than 60% of the County AMI, as described above. In order to qualify for the tax credits, the development team must provide evidence of control of the project property. The Purchase and Sale Agreement provides this evidence and thus is a required element of the team's CHFA application.

Application to CHFA for the 4% low income housing tax credits is due on February 1, 2016. Once the development team submits to CHFA, it will compete with all the other projects submitted and will be notified in April or May of this year as to whether this project has been selected to receive the tax credits.

The attached Purchase and Sale Agreement (Attachment A) is based on a standard form agreement and will be contingent upon completion of a development agreement with WEDA. If and when the development team is awarded the tax credits, WEDA will work to complete the development agreement and financing plan for the project, which will be subject to WEDA Board approval.

The Eaton Street Affordable Housing Project meets the goals of Vibrant, Inclusive and Engaged Community and Beautiful, Desirable, Safe and Environmentally Responsible City by creating a high quality housing project and expanded range of affordability for future residents of the new Downtown Westminster.

Respectfully submitted,

Donald M. Tripp
Executive Director

Attachments: Purchase and Sale Agreement
Exhibit A

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

(☑ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Eaton Street Affordable Housing LLC, will take title to the Property described below as ☐ **Joint Tenants** ☑ **Tenants In Common** ☐ **Other** _____.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, Westminster Economic Development Authority, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Jefferson, Colorado:

See Exhibit A

known as No. _____,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

~~**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):~~

~~**2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☐ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.~~

~~**2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.~~

~~**2.5.3. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.~~

~~**2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:~~

~~**2.5.5. Parking and Storage Facilities.** ☑ **Use Only** ☐ **Ownership** of the following parking facilities: _____; and ☐ **Use Only** ☐ **Ownership** of the following storage facilities: _____.~~

~~**2.6. Exclusions.** The following items are excluded (Exclusions):~~

~~**2.7. Water Rights, Well Rights, Water and Sewer Taps.**~~

☐ ~~**2.7.1. Deeded Water Rights.** The following legally described water rights:~~

~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

☐ ~~**2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:~~

☐ ~~**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.~~

☐ ~~**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:~~

~~**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.~~

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		Title	
2	§ 8.1	Record Title Deadline	30 Days after Low Income Tax Credit Allocation
3	§ 8.2	Record Title Objection Deadline	90 Days after Low Income Tax Credit Allocation
4	§ 8.3	Off-Record Title Deadline	30 Days after Low Income Tax Credit Allocation
5	§ 8.3	Off-Record Title Objection Deadline	90 Days after Low Income Tax Credit Allocation
6	§ 8.4	Title Resolution Deadline	120 Days after Low Income Tax Credit Allocation
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A

		Appraisal	
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	30 Days after Low Income Tax Credit Allocation
23	§ 9.3	New ILC or New Survey Objection Deadline	90 Days after Low Income Tax Credit Allocation
24	§ 9.4	New ILC or New Survey Resolution Deadline	120 Days after Low Income Tax Credit Allocation
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	90 Days after Low Income Tax Credit Allocation
26	§ 10.3	Inspection Resolution Deadline	120 Days after Low Income Tax Credit Allocation
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	30 Days after Low Income Tax Credit Allocation
29	§ 10.6	Due Diligence Documents Objection Deadline	90 Days after Low Income Tax Credit Allocation
30	§ 10.6	Due Diligence Documents Resolution Deadline	120 Days after Low Income Tax Credit Allocation
31	§ 10.6	Environmental Inspection Objection Deadline	120 Days after Low Income Tax Credit Allocation
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
		Closing and Possession	
36	§ 12.3	Closing Date	6/30/2017
37	§ 17	Possession Date	6/30/2017
38	§ 17	Possession Time	NOON
39	§ 28	**Acceptance Deadline Date**	
40	§ 28	**Acceptance Deadline Time**	

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1	Purchase Price	$	1,000,000		
2	§ 4.3	Earnest Money			$	25,000
3	§ 4.5	New Loan			$	
4	§ 4.6	Assumption Balance			$	
5	§ 4.7	Private Financing			$	
6	§ 4.7	Seller Financing			$	
7						
8						
9	§ 4.4	Cash at Closing			$	975,000
10		**TOTAL**	$	1,000,000	$	1,000,000

~~**4.2. Seller Concession.** At Closing, Seller will credit to Buyer $_____ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.~~

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a Good Funds, will be payable to and held by Heritage Title Company (Earnest Money Holder), in its trust account, on behalf of

both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☑ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

~~**4.5. New Loan.**~~

~~**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.~~

~~**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).~~

~~**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** __.~~

~~**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1, presently payable at $_____ per _____ including principal and interest presently at the rate of _____% per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.~~

~~Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed $_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, then Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on the reduced amount of the actual principal balance.~~

~~Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ _____ in an amount not to exceed $_____.~~

~~**4.7. Seller or Private Financing.**~~

~~**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.~~

~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.~~

~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.~~

~~**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

~~**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.~~

~~**7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.**~~

~~**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**~~

~~**7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:~~

~~**7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;~~

~~**7.2.2.** Minutes of most recent annual owners' meeting;~~

~~**7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and~~

~~**7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).~~

~~**7.3. Association Documents to Buyer.**~~

~~**7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☑ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☑ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**_____. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

~~**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.~~

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

~~**8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.~~

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a ☐ **New Improvement Location Certificate (New ILC)** ☑ **New Survey** in the form of existing survey is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☑ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☑ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title), ~~and _____~~ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New** ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

~~**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.~~

10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.2.** Property tax bills for the last _____ years;

☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.5.** Operating statements for the past _____ years;

☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;

☑ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☑ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.14.** Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☑ **Seller** ☐ **Buyer** will order or provide **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527standard practices for Environmental Site Assessments) and/or _____, at the expense of ☑ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by _____ days (Extended Environmental Inspection Objection

Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☑ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

~~**10.8. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

~~11. TENANT ESTOPPEL STATEMENTS.~~

~~**11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~**11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;~~

~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

~~**11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

~~**11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☑ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Seller.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as

provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of the Property within any special taxing district, and

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other _____.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☑ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

~~**15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.~~

~~**15.4. Local Transfer Tax.** ☐ **The Local Transfer Tax** of _____% of the Purchase Price must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.~~

~~**15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____% of the Purchase Price or $_____.~~

~~**15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $_____ for:~~

~~☐ Water Stock/Certificates ☐ Water District~~
~~☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____~~
~~and must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**~~

~~**15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.~~

~~**16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:~~

~~**16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.~~

~~**16.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.~~

~~**16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately $_____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.~~

~~**16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.~~

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $_____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☑ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☑ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies <u>unless the box in § 21.1.1. is checked</u>. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**, **Title Insurance, Record Title and Off-Record Title**, **New ILC, New Survey** and **Property Disclosure**, **Inspection**, **Indemnity**, **Insurability and Due Diligence**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

Closing is subject to Buyer obtaining financing as proposed in Buyer's Low Income Housing Tax Credit Application to CHFA.

31. ATTACHMENTS.

31.1. The following attachments **are a part** of this Contract:

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:

SIGNATURES

Buyer's Name:		Buyer's Name:	Eaton Street Affordable Housing LLC
Buyer's Signature	Date	Buyer's Signature	Date
Address:		Address:	2000 S.Colorado Blvd., Annex Suite 230 Denver, CO 80222
Phone No.:		Phone No.:	303-808-4500
Fax No.:		Fax No.:	
Email Address:		Email Address:	

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name:	Westminster Economic Development Authority	Seller's Name:	
Seller's Signature	Date	Seller's Signature	Date
Address:	4800 West 92nd Avenue Westinster, CO 80031	Address:	
Phone No.:	303-658-2400	Phone No.:	
Fax No.:		Fax No.:	
Email Address:		Email Address:	

32. COUNTER; REJECTION. This offer is ☐ **Countered** ☐ **Rejected**.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.:
Fax No.:
Email Address:

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker ☐ **Does** ☑ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☑ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☑ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: The Laramie Company
Broker's Name: Mary Beth Jenkins

Broker's Signature Date

Address: 730 17th Street Suite 840
Denver, CO 80202
Phone No.: 303-573-1009
Fax No.:
Email Address: mb@laramie company.com

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Exhibit A

This legal description with exhibit will be handed out Monday night at the Council meeting.