



March 10, 2014
7:00 P.M.

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 7) 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
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizen Communication (5 minutes or less)

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. City/WEDA ICA for Reimbursement of Public Improvements and Maintenance Costs in South Sheridan URA
 - B. Ratify 2013 Contractual Payment to Kelly Electrical Services, Inc.
 - C. Second Reading of Councillor's Bill No. 4 Authorizing 87th & Wadsworth Lift Station Supplemental Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
 - A. City Council
 - B. Executive Session
13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (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](tel:303-658-2161)/TTY 711 or [State Relay](mailto:lyeager@cityofwestminster.us) or write to lyeager@cityofwestminster.us to make a reasonable accommodation request.

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.



WESTMINSTER
Strategic Plan
 2013-2018
 Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

- Maintain/expand healthy retail base, increasing sales tax receipts
- Attract new targeted businesses, focusing on primary employers and higher paying jobs
- Develop business-oriented mixed use development in accordance with Comprehensive Land Use Plan
- Retain and expand current businesses
- Develop multi-modal transportation system that provides access to shopping and employment centers
- Develop a reputation as a great place for small and/or local businesses
- Revitalize Westminster Center Urban Reinvestment Area



SAFE AND HEALTHY COMMUNITY

- Maintain citizens feeling safe anywhere in the City
- Public safety departments: well-equipped and authorized staffing levels staffed with quality personnel
- Timely response to emergency calls
- Citizens taking responsibility for their own safety and well being
- Manage disaster mitigation, preparedness, response and recovery
- Maintain safe buildings and homes
- Protect residents, homes, and buildings from flooding through an effective storm water management program



personnel

FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Prepare for next generation of leaders; managers and employees.
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

- Develop transit oriented development around commuter rail stations
- Maintain and improve neighborhood infrastructure and housing
- Preserve and restore historic assets
- Have HOAs and residents taking responsibility for neighborhood private infrastructure
- Develop Westminster as a cultural arts community
- Have a range of quality homes for all stages of life (type, price) throughout the City
- Have strong community events and active civic engagement



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

- Have energy efficient, environmentally sensitive city operations
- Reduce energy consumption citywide
- Increase and maintain green space (parks, open space, etc.) consistent with defined goals
- Preserve vistas and view corridors
- A convenient recycling program for residents and businesses with a high level of participation



Mission statement: We deliver exceptional value and quality of life through SPIRIT.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, FEBRUARY 24, 2014, 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 Faith Winter and Councillors Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager J. Brent McFall, City Attorney Martin McCullough, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Briggs moved, seconded by Councillor Baker, to approve the minutes of the regular meeting of February 10, 2014, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the Boards of Directors of the Westminster Economic Development Authority and the Westminster Housing Authority would conduct individual meetings following adjournment of this meeting. At the conclusion of those two meetings, the City Council would conduct a post-meeting briefing. The public was welcome to attend. Presentations would feature the Northwest Area Mobility Study, discussion for the Westminster Center Urban Reinvestment Project Brand Market Research, and the Employee Political Activity Rules Change. If needed, the Council would have an option to meet in executive session with the City Attorney regarding proposed changes to the City's political activity regulations pursuant to Section 1-11-3(C)(8), W.M.C., and Section 24-6-402(4)(b), C.R.S.

CITY MANAGER RECOGNIZED FOR LIFETIME ACHIEVEMENT AWARD

Mayor Atchison announced a deviation from the published agenda and invited Mr. McFall to the front of the Council Chambers. To Mr. McFall's surprise his wife and children were present and also joined him and Mayor Atchison. The Mayor proudly announced that the Colorado City and County Management Association had presented its highest honor, the Lifetime Achievement Award, to Mr. McFall in recognition of his dedicated and distinguished public service the last 40 years. As the City Manager of five communities, of which Westminster had benefited the past 13 years, Mr. McFall had represented the best of the profession by spearheading initiatives to improve the effectiveness and efficiency of local government. His leadership set the tone, defined the mission, rallied employees, and inspired people. His inspiration included sharing the credit and taking the blame; it was visible and helped others to understand it was not only about what a person did, but also how the person did it. Mr. McFall's contributions to local government as a leader, innovator, and mentor would be felt for many years to come not only in Colorado, but in all the places where he had served. The Mayor and City Council were proud to have Brent McFall as City Manager of Westminster and congratulated him on the deserving award he had received. Jackie Bowers of the Public Works and Utilities Department presented Mr. McFall with an oversized, handmade greeting card containing congratulatory messages written by employees from throughout the City.

EMPLOYEE LENGTH OF SERVICE AWARDS

Employees celebrating 20 or more years of service to the city were presented Length of Service Awards by City Council members. Councillor Briggs presented certificates and pins for 20 years of service to James Bloesch, Ed Cogar, and Dave Horras. Unable to attend the meeting was Linda Hicks. Mayor Atchison presented a certificate, pin and \$2,500 stipend to Robert Martinez in celebration of his 25 years of service to the City. Councillor Garcia presented certificates and pins to Thomas Scribner and Debra Larsen for 30 years of service, noting that Bill Hall was

also marking his 30th year of service and had not been able to attend this meeting. Councillor Seitz reported that Mark Schmidt unfortunately had been unable to attend and accept Council's gratitude for his 35 years of service to the City. She congratulated him and provided highlights of his career with the City.

2014 ADAMS COUNTY MAYORS' AND COMMISSIONERS' YOUTH AWARDS

Twenty-two Westminster youths had been nominated through the Adams County Mayors' and Commissioners' Youth Award program for municipal-level recognition. Council had recognized the youths and their families at a reception preceding the meeting. One student, Nicole Pappadakis, was hospitalized at Children's Hospital. Her certificate of recognition would be presented on February 25 in her hospital room with the gracious consent of hospital personnel. Councillor Seitz was pleased to present certificates of recognition to Shea McNally, Daisy Reyes Sanchez, Marissa Kale, Jessie Hurtado, and Angelica Espinoza. Councillor Pinter presented certificates of recognition to Veronica Gonzalez, Michaya Collins, Jack Knight, Grace Koontz, Fatima Pardo, April Stafford, and Jillian Blue-Norton. Mayor Pro Tem Winter presented certificates of recognition to Cassidy Osborne, Jake Cohen, and Robert Cheung. Absent were Jorge Estrada Rojas, Eric Bustos, Zachary Foulke, William Graser, Kassidy Lindley, and Allen Insy. Their certificates would be mailed to them.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the Financial Report for January as presented; based on the recommendation of the City Manager, determine that the public interest would best be served by awarding the bid for the replacement of exercise strength equipment for West View Recreation Center to Commercial Fitness Solutions, Inc. in the amount of \$85,715; authorize the City Manager to execute the first renewal amendment of the November 16, 2011, contract with Factory Motor Parts of Colorado Corporation for the next three years and establish pricing for one year to furnish parts and services to the City of Westminster through February 28, 2015; authorize payment of \$169,515.96 to Intergraph Corporation for the 2014 Annual Software Maintenance Contract for the integrated Fire and Police Computer Aided Dispatch, Police Records Management System, Fire Records Management System, and Mobile computer application systems; authorize the City Manager to execute a second amendment to the engineering services contract with Jacobs Engineering Group, Inc. in the amount of \$37,413 for additional services in the preparation of bid and contract documents for the 72nd Avenue/Raleigh Street Bridge Replacement Project, increasing the total authorized engineering services contract with Jacobs Engineering to \$486,615; and authorize the City Manager to execute a \$653,550 contract with the low bidder, American West Construction, LLC, to complete pipeline repairs in Lowell Boulevard, plus a contingency of \$65,355 for a total authorized expenditure of \$718,905 and authorize a \$87,372 amendment to the Burns & McDonnell Engineering Company design contract for construction management services plus contingency of \$8,737 for a total authorized expenditure of \$96,109.

No items were removed for individual consideration and Councillor Briggs moved, seconded by Mayor Pro Tem Winter, to approve the consent agenda as presented. The motion carried with all Council members voting in favor.

RESOLUTION NO. 5 AWARDING RESIDENTIAL COMPETITION SERVICE COMMITMENTS

Upon a motion by Councillor Seitz, seconded by Councillor Garcia, the Council voted unanimously on roll call vote to adopt Resolution No. 5 awarding Category B Service Commitments to Amberwood Estates (B-1), Park 12 Hundred (B-3), Trails at Tanglewood Creek (B-1), and Westminster Promenade (B-4 TMUND) projects.

COUNCILLOR'S BILL NO. 4 – 87TH AVE/WADSWORTH BLVD LIFT STATION

It was moved by Councillor Briggs, seconded by Councillor Baker, to pass on first reading Councillor's Bill No. 4 appropriating funds from the Wastewater Capital Projects Reserve in the amount of \$287,600 for the 87th Avenue and Wadsworth Boulevard Lift Station Project; authorize the City Manager to execute a contract amendment with Carollo Engineer's Inc. for additional services during construction in the amount of \$125,000 increasing the contract with Carollo Engineer's, Inc. from \$781,603 to \$910,041; and authorize an additional 5% construction contingency in the amount of \$162,600 for the construction contract with RN Civil Construction increasing the total authorized expenditure amount inclusive of contingency, to \$3,739,800. The motion carried unanimously on roll call.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 7:51 p.m.

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
March 10, 2014



SUBJECT: City of Westminster/Westminster Economic Development Authority Intergovernmental Cooperation Agreement Regarding the Reimbursements of Costs Incurred in the South Sheridan Urban Renewal Area

Prepared By: Tammy Hitchens, Finance Director
Robert Byerhof, Treasury Manager
Karen Creager, Special Districts' Accountant

Recommended City Council Action

Authorize the City Manager to sign an Intergovernmental Cooperation Agreement (ICA) between the City of Westminster (City) and the Westminster Economic Development Authority (WEDA) in substantially the same form as attached providing payment to the City from WEDA for reimbursement of costs associated with a redevelopment agreement benefitting the URA and City incurred costs related to maintenance of improvements in the South Sheridan Urban Renewal Area (URA).

Summary Statement

- South Sheridan is one of seven Urban Renewal Area's (URA's) under the WEDA umbrella. The South Sheridan Urban Renewal Plan (Plan) was created on March 29, 2004 to facilitate the redevelopment of property within its boundaries.
- The Plan was undertaken for the public purpose to reduce traffic congestion and enhance mobility in the area, renovate or redevelop the deteriorated and/or outdated retail, manufacturing and office buildings, enhance the aesthetic appearance of the area, reduce the retail vacancy rate in the area, improve property values in the area, secure and improve additional public parks, open space and trail connections and improve the tax base of the City.
- The City contributed to the purpose of the Plan by participating in a Redevelopment Agreement between the City and Village Homes of Colorado, Inc. (Village Homes). The Redevelopment Agreement provided for incentive reimbursements with an amount not to exceed \$606,500. Village Homes sold the project and the Redevelopment Agreement was ultimately assigned to Arcadia Holdings at Shoenberg Farms, LLC.
- The terms of the Redevelopment Agreement have been fulfilled and the City has paid incentive reimbursements totaling \$606,500.
- WEDA contributed to the purpose of the Plan by issuing tax-exempt tax increment bonds in June, 2007 to fund construction of improvements in the URA.
- Redevelopment within the URA will continue to bear the City additional costs that may be chargeable to WEDA.
- Sales tax and property tax incremental revenues generated within the URA may be used to pay for public improvements and associated contractual obligations that benefit the URA, as well as, reimbursing the City for maintenance costs incurred.
- WEDA's reimbursement of costs incurred by the City will provide funding for other City public improvements.
- The ICA details City and WEDA obligations regarding the covenants set forth for the reimbursement of costs from WEDA's South Sheridan URA to the City related to the Redevelopment agreement and for the maintenance of improvements in the URA.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council approve an Intergovernmental Cooperation Agreement (ICA) with the Westminster Economic Development Authority (WEDA) providing for WEDA to reimburse the City for costs incurred from a Redevelopment Agreement within the South Sheridan Urban Renewal Area (URA) and maintenance costs associated within the URA, provided all other superior covenants and superior obligations have been met?

Alternative

Do not authorize the execution of the proposed ICA between the City and WEDA. This alternative is not recommended. The Redevelopment Agreement fostered redevelopment efforts within the South Sheridan URA, which helped to generate sales tax and property tax incremental revenues. The costs borne by the City for maintenance of public improvements located within the URA are expenses that are a proper and legal use of URA tax increment revenues and interest earnings. The reimbursement will bring revenue to City that will be available to fund additional City public improvement needs.

Background Information

Pursuant to Article XIV of the Colorado Constitution, and Part 2 of Article 1 of Title 29, C.R.S., the City and WEDA are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each governmental entity. Accordingly, WEDA desires to enter into an ICA with the City to reimburse costs incurred by the City relative to maintenance of the improvements.

This ICA accomplishes several things:

- Recognizes that City Council created the South Sheridan Urban Renewal Area to encourage and support the redevelopment of property within its boundaries.
- Recognizes that the City and WEDA have both incurred costs to foster public improvements and to enhance redevelopment within the URA.
- Recognizes that the City entered into a Redevelopment Agreement on April 25, 2005 with Village Homes of Colorado, INC., which was ultimately assigned in June, 2010 to Arcadia Holdings at Shoenberg Farms, LLC. The Redevelopment Agreement provides for reimbursement, up to a total of \$606,500, in costs associated with redevelopment within the URA.
- Recognizes that the City has paid the total incentive amount of \$606,500.
- Recognizes that WEDA issued tax-exempt tax increment financing in June, 2007 to fund construction of improvements in the URA.
- Recognizes that the City will incur maintenance costs associated with improvements located within the URA.
- Recognizes that reimbursement of City incurred costs will be subordinate to any current or future bonded indebtedness (Superior Obligations), including but not limited to tax increment notes, tax increment bonds, economic development agreements, and all other forms of contractual indebtedness or obligation of whatsoever nature that is any way secured, collateralized, or backed by revenues of WEDA.
- As necessary, the City and WEDA shall negotiate in good faith the amount due from WEDA under this Agreement, based on the costs incurred or expected to be incurred by the City, and the funds available to WEDA after first meeting all Superior Obligations of WEDA.
- As a result of incremental sales tax and property tax collected to date being above the amount previously needed for obligations and debt reserves, funds are currently available in WEDA's fund balance to pay amounts previously incurred by the City. Staff recommends approving the attached ICA to facilitate the reimbursement of City costs incurred in accordance with the Redevelopment Agreement.

This recommended action supports the strategic objectives of a Strong, Balanced Local Economy, a Financially Sustainable City Government Providing Exceptional Services, Balanced Local Economy and Vibrant Neighborhoods in One Livable Community. It does so by establishing an ICA for reimbursement of costs incurred by the City, which will then make funds available for other public improvement projects in the City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Intergovernmental Cooperation Agreement

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF
WESTMINSTER REGARDING MAINTENANCE AND PUBLIC IMPROVEMENTS IN THE
SOUTH SHERIDAN URBAN RENEWAL AREA**

This Intergovernmental Cooperation Agreement (the "Agreement"), dated as of _____ 2014, is made and entered into between the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY ("WEDA"), a Colorado urban renewal authority, and the CITY OF WESTMINSTER ("City"), a Colorado home-rule municipality (collectively "Parties")

WHEREAS, the City is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its City Charter; and

WHEREAS, WEDA is a Colorado urban renewal authority, with all the powers and authority granted pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes ("C.R.S.") (the "Urban Renewal Law"); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the City and WEDA are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the City has heretofore approved the Westminster Economic Development Authority South Sheridan Urban Renewal Plan ("Plan") on March 29, 2004 and the urban renewal project described therein ("Urban Renewal Project"); and

WHEREAS, the Urban Renewal Project has been undertaken for the public purpose of enhancing employment opportunities, eliminating existing conditions of blight, and improving the tax base of the City; and

WHEREAS, pursuant to Section 31-25-105, C.R.S., WEDA has the authority to undertake urban renewal projects and to make and execute any and all contracts that it may deem necessary or convenient to the exercise of its powers; to arrange for the furnishing or repair by any public body of services, privileges, works, streets, roads, public utilities, or educational or other facilities, for or in connection with an urban renewal project; and to make such appropriations and expenditures of its funds as it deems necessary to carry out the purposes of the Colorado Urban Renewal Law; and

WHEREAS, pursuant to Section 31-25-112, C.R.S., the City is specifically authorized to do all things necessary to aid and cooperate with WEDA in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations or activities of WEDA, to enter into agreements with WEDA respecting such actions to be taken by the City, and appropriating funds and making such expenditures of its funds to aid and cooperate with WEDA in undertaking the Urban Renewal Project and carrying out the Plan; and

WHEREAS, pursuant to the Plan, WEDA is collecting incremental tax revenues to accomplish the purposes of the Plan; and

WHEREAS, WEDA issued tax increment adjustable rate revenue bonds in June, 2007 to fund the construction of improvements in the South Sheridan URA including improvements to Sheridan Boulevard and a masonry wall on 72nd Avenue (collectively referred to as "Improvements" in this Agreement); and

WHEREAS, the Parties have previously entered into a Redevelopment Agreement with Village Homes of Colorado, Inc., pursuant to which the City and WEDA agreed to provide an incentive to the Developer in the amount of \$606,500 ("Developer Incentive"). The Developer Incentive was to be paid in installments after certain improvements were constructed or certain real property was acquired as described in the Redevelopment Agreement, and

WHEREAS, such Redevelopment Agreement was ultimately assigned by Village Homes of Colorado, Inc. to Arcadia Holdings at Shoenberg Farms, LLC, a Colorado limited liability company (collectively, Village Homes of Colorado, Inc. and Arcadia Holdings at Shoenberg Farms, LLC are hereafter referred to as “the Developer”); and

WHEREAS, the City has paid the full Developer Incentive amount of \$606,500 as provided in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement and the Improvements help to fulfill the purpose of the Plan; and

WHEREAS, the respective governing bodies of the City and WEDA hereby find and declare that the maintenance of improvements in the URA will further the urban renewal goals and objectives of WEDA; and

WHEREAS, pursuant to the Plan, WEDA has collected and currently collects sales tax and property tax incremental revenues (the “TIF Revenue”), which revenue is deposited by WEDA in a special fund to be utilized pursuant to Section 31-25-107(9)(a)(II), Colorado Revised Statutes; and

WHEREAS, WEDA has determined that it is in the best interest of WEDA and the City that WEDA reimburse the City from its TIF Revenue for the amount paid of \$606,500 pursuant to the Redevelopment Agreement and also reimburse the City for maintenance costs incurred in the South Sheridan URA; and

WHEREAS, the Parties desire to enter into this intergovernmental cooperation agreement for the purpose of providing for the repayment to the City the Developer Incentive and for maintenance costs; and

NOW THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Parties hereby agree as follows:

1. **Reimbursement by WEDA to the City.** WEDA hereby agrees to reimburse the City from its TIF Revenue any amounts previously paid by the City to the Developer as the Developer Incentive, provided that such reimbursement shall not exceed \$606,500.

2. **Maintenance of Improvements.** The City has agreed to maintain said Improvements in accordance with the same standards of maintenance as the City follows for other improvements within the City. WEDA agrees to reimburse the City a portion of the City’s costs related to the current and future maintenance of said Improvements, as set forth in paragraph 3B below. WEDA’s obligations under this paragraph 2 shall be paid from incremental revenues and interest available to WEDA after first satisfying WEDA’s Superior Obligations, as herein defined below.

3. **Conditions to WEDA’s Payment Obligations.** The obligations assumed by WEDA pursuant to Sections 1 and 2 of this Agreement are subject to the following conditions:

A. WEDA’s obligations pursuant to this Agreement are subordinate to WEDA’s obligations for repayment of any current or future bonded indebtedness (the “Superior Obligations”). The term “bonded indebtedness” includes all form of indebtedness of WEDA, including but not limited to tax increment notes, tax increment bonds, economic development agreements, and all other forms of contractual indebtedness or obligation of whatsoever nature that is any way secured, collateralized, or backed by revenues of WEDA.

B. The City and WEDA shall negotiate in good faith to determine the amount due from WEDA under this Agreement, based on costs incurred or expected to be incurred by the City, and the revenues available to WEDA after first meeting all Superior Obligations of WEDA. The City and WEDA agree that the obligations of WEDA under this Agreement shall be deemed subordinated to all other obligations of WEDA, past or future, except to the extent that any future obligation incurred by WEDA is

expressly made subordinate to WEDA's obligation under this Agreement, provided, however, it is WEDA's intent to apply any revenues not needed to meet its Superior Obligations to funding its cost sharing obligations under this Agreement.

C. The City will bill WEDA at least annually for WEDA's share of the maintenance costs. The City will bill WEDA no later than May 31, 2014 for costs associated with the Developer Incentive paid by the City. WEDA will pay amounts billed no more than 30 days from the date of the invoice.

D. It is the intent of the parties that WEDA's obligations pursuant to this Agreement shall be deemed and construed as an indebtedness of WEDA with the meaning of 31-25-107(9)(a)(II), C.R.S.

3. **Cooperation.** The Parties covenant with each other that in any action or challenge of the Urban Renewal Plan or this Agreement, regarding the legality, validity or enforceability of any provision thereof, the Parties will work cooperatively and in good faith to defend and uphold each and every such provision.

4. **Term.** Unless sooner terminated by mutual consent of the Parties, this Agreement shall remain in full force and effect until the tax allocation provisions of the Urban Renewal Plan and the Act terminate.

5. **General Provisions.**

A. **Governing Body.** This Agreement shall be governed by, and construed in accordance, with the laws of the state of Colorado.

B. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

C. **Conflicts.** To the extent any term or provision of this Agreement conflicts with any other term or condition of any previous agreement between the City and WEDA, this Agreement shall control.

D. **Headings.** Paragraph headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

E. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

F. **Third Parties.** The City and WEDA expressly disclaim any intent to create any third-party beneficiary rights or benefits pursuant to this Agreement. Neither the City nor WEDA shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto and duly authorized as of the date first above written.

**WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY**

CITY OF WESTMINSTER

By: _____
J. Brent McFall
Executive Director

By: _____
J. Brent McFall
City Manager

ATTEST:

Secretary for WEDA

Approved as to Form:

Martin R. McCullough
Attorney for WEDA

ATTEST:

Linda Yeager, City Clerk

Approved as to Form:

Martin R. McCullough
City Attorney



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
March 10, 2014



SUBJECT: Ratify 2013 Contractual Payment to Kelly Electrical Services, Inc.

Prepared By: Lee Birk, Chief of Police
Russ Bowers, Communications Administrator

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by ratifying the contractual expenditures with Kelly Electrical Services, Inc. and approving the total 2013 expenditures of \$52,545.58 with Kelly Electrical Services.

Summary Statement

- The Westminster Municipal Code, in 2013, required that all purchases over \$50,000 be approved by 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 \$50,000.
- Staff has identified Kelly Electrical Services, Inc. as a vendor that had total cumulative expenditures exceeding \$50,000 for the year 2013 and thereby requires Council authorization.
- Kelly Electrical Services, Inc. was the vendor selected by the Police Department to provide electrical work during the construction phase of the Citywide Radio System Capital Improvement Project.
- Adequate funds were previously appropriated in the Citywide Radio System Capital Improvement Project Budget for this expense.

Expenditure Required: Not to exceed \$52,545.58

Source of Funds: General Capital Improvement Fund - Citywide Radio System Project

Policy Issue

Should Council ratify the 2013 contractual payments to Kelly Electrical Services, Inc.?

Alternative

Council could decide not to ratify this expense. Staff does not recommend this alternative as Kelly Electrical Services has already completed the work they were contracted for and the City has already received and paid the invoices. This vendor consistently provides the City with good customer service and low costs.

Background Information

On January 14, 2013, City Council directed Staff to pursue the purchase and installation of infrastructure for the Citywide Radio System Replacement Project. This project included electrical work at the Public Safety Center, Fire Stations 1 and 6, and the uninstall of electrical components related to the old radio system at the Gregory Hills site. Staff worked with Building Operations and Maintenance, for insight and information on the vendor or vendors that the City of Westminster utilized for electrical work in the City facilities. Staff was advised that Kelly Electrical Services, Inc. was the preferred vendor with an approved pricing structure/bid rate. Kelly was subsequently contracted by the Police Department to perform the electrical work for the installation of two radio transmitter cabinets at Fire Station 1 and also for the Fire Station 6 site, as well as the Public Safety Center main transmitter site. They also assisted with the uninstall of the electrical components at Gregory Hills.

Quotes totaling \$49,235 were received for the work that was to be done, from Kelly Electric. On December 24, 2013, Kelly Electric invoiced the Police Department a total of \$23,878. Kelly Electric recently delivered two delayed invoices to Staff. The total invoice from Kelly Electric was for \$52,545.58, which exceeded the original quote of \$49, 235. The increased cost was for additional work performed that was initially not anticipated or identified. Staff's recommendation to ratify and approve the additional expenditure exceeding \$50,000 helps achieve City Council's goals of "Financially Sustainable City Government Providing Exceptional Services" and "Safe and Secure Community" by providing services necessary for the construction and completion of the Citywide Radio System Capital Improvement project.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
March 10, 2014



SUBJECT: Second Reading Councillor's Bill No. 4 re 87th Avenue and Wadsworth Boulevard Lift Station Replacement Project Supplemental Appropriation

Prepared by: Dan Strietelmeier, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Pass Councillor's Bill No. 4 on second reading appropriating funds from the Wastewater Capital Projects Reserve into the 87th Avenue & Wadsworth Boulevard Lift Station Project.

Summary

- City Council action is requested to pass the attached Councillor's Bill on second reading.
- This Councillor's Bill was passed on first reading on February 24, 2014, to appropriate funds from the Wastewater Capital Projects Reserve Fund in the amount of \$287,600 needed for expenses related to the 87th Avenue and Wadsworth Boulevard Lift Station Project construction.

Expenditure Required: \$287,600

Source of Funds: Wastewater Capital Projects Reserve Fund

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Ordinance

BY AUTHORITY

ORDINANCE NO. **3717**

COUNCILLOR'S BILL NO. **4**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Briggs - Baker

**A BILL
FOR AN ORDINANCE AMENDING THE 2014 BUDGET OF THE UTILITY CAPITAL
PROJECT RESERVE AND WASTEWATER FUNDS AND AUTHORIZING A
SUPPLEMENTAL APPROPRIATION FROM THE 2014 ESTIMATED REVENUES IN THESE
FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2014 appropriation for the Utility Capital Project Reserve and Wastewater Funds initially appropriated by Ordinance No. 3655 is hereby increased by \$575,200. This increase is due to the appropriation of reserve funds.

Section 2. The \$575,200 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 A, dated February 24, 2014 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Utility Capital Project Reserve Fund	\$287,600
Wastewater Fund	<u>287,600</u>
Total	<u>\$575,200</u>

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 24th day of February, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 10th day of March, 2014.

ATTEST:

Mayor

City Clerk

AGENDA

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING**

MONDAY, MARCH 10, 2014

AT 7:00 P.M.

1. Roll Call

2. Minutes of Previous Meeting (February 24, 2014)

3. Public Hearings and New Business

A. WEDA/City ICA for Reimbursement of Certain South Sheridan URA Costs

B. Public Hearing to Consider 2013 Budget Amendment

C. Resolution No. 153 Authorizing Supplemental Appropriation to 2013 Budget

4. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, FEBRUARY 24, 2014, AT 7:51 P.M.

ROLL CALL

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

APPROVAL OF MINUTES

Vice Chairperson Winter moved, seconded by Board Member Pinter, to approve the minutes of the meeting of January 27, 2014, as written. The motion carried unanimously.

PUBLIC HEARING TO AUTHORIZE 2013 BUDGET AMENDMENT

At 7:52 p.m., the Chairperson opened a public hearing to consider an amendment to the 2013 budget. Mr. McFall reported that staff was present to answer any questions that Council or the public might have. Chairperson Atchison asked if there were any questions from Council or if any member of the public wished to comment. No one responded, and the Chairperson closed the hearing at 7:53 p.m.

RESOLUTION NO. 152 AUTHORIZING 4TH QUARTER 2013 SUPPLEMENTAL APPROPRIATION

It was moved by Board Member Briggs, seconded by Vice Chairperson Winter, to adopted Resolution No. 152 authorizing a supplemental appropriation to the 2013 Westminster Economic Development Authority budget. The motion passed unanimously on roll call vote.

DOWNTOWN WESTMINSTER GRADING DESIGN CONTRACT

It was moved by Board Member Pinter, seconded by Board Member Garcia, to find, based upon the recommendation of the Executive Director, that the public interest would be best served by a negotiated contract with Martin/Martin, Inc. for the design of site grading at the Downtown Westminster project and to award the grading design contract to Martin/Martin, Inc., authorize the Executive Director to execute a contract in the amount of \$119,390 for this work and authorize an additional \$25,000 as a design contingency. The motion carried unanimously.

DOWNTOWN WESTMINSTER URBAN PLANNING SERVICES CONTRACT AMENDMENT

Upon a motion by Vice Chairperson Winter, seconded by Board Member Briggs, the Authority voted unanimously to find, based on the recommendation of the Executive Director, that the public interest was best served by entering into a negotiated contract amendment, if needed and in a form approved by the City Attorney's Office, with Project for Public Spaces (PPS) for urban planning services, and authorize the Executive Director to execute a contract amendment with PPS in an amount not to exceed \$20,000 for Phase 2 services, including concept and schematic planning and design services for public spaces related to the development of Downtown Westminster.

ADJOURNMENT

There was no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 7:56 p.m.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 A - C

Agenda Memorandum

Westminster Economic Development Authority Meeting
March 10, 2014



SUBJECT: Westminster Economic Development Authority/City of Westminster Intergovernmental Cooperation Agreement Regarding the Reimbursement of Public Improvement and Maintenance Expenses in the South Sheridan Urban Renewal Area and Public Hearing and Resolution No. 153 re: Westminster Economic Development Authority Supplemental Appropriation to 2014 budget

Prepared By: Tammy Hitchens, Finance Director
Robert Byerhof, Treasury Manager
Karen Creager, Accountant

Recommended Board Action

1. Authorize the Executive Director to sign an Intergovernmental Cooperation Agreement (ICA) between the City of Westminster (City) and the Westminster Economic Development Authority (WEDA) in substantially the same form as attached providing payment to the City from WEDA for reimbursement of costs associated with a redevelopment agreement benefitting the URA and City incurred costs related to maintenance of improvements in the South Sheridan Urban Renewal Area (URA).
2. Hold a Public Hearing on the budget amendment for WEDA.
3. Adopt Resolution No. 153 authorizing a supplemental appropriation to the 2014 WEDA budget.

Summary Statement

- South Sheridan is one of seven Urban Renewal Area's (URA's) under the WEDA umbrella. The South Sheridan Urban Renewal Plan (Plan) was created on March 29, 2004 to facilitate the redevelopment of property within its boundaries.
- The Plan was undertaken for the public purpose to reduce traffic congestion and enhance mobility in the area, renovate or redevelop the deteriorated and/or outdated retail, manufacturing and office buildings, enhance the aesthetic appearance of the area, reduce the retail vacancy rate in the area, improve property values in the area, secure and improve additional public parks, open space and trail connections and improve the tax base of the City.
- The City contributed to the purpose of the Plan by participating in a Redevelopment Agreement between the City and Village Homes of Colorado, Inc. (Village Homes). The Redevelopment Agreement provided for incentive reimbursements with an amount not to exceed \$606,500. Village Homes sold the project and the Redevelopment Agreement was ultimately assigned to Arcadia Holdings at Shoenberg Farms, LLC.
- The terms of the Redevelopment Agreement have been fulfilled and the City has paid incentive reimbursements totaling \$606,500.
- WEDA contributed to the purpose of the Plan by issuing tax-exempt tax increment bonds in June, 2007 to fund construction of improvements in the URA.
- Redevelopment within the URA will continue to bear the City additional costs that may be chargeable to WEDA.
- Sales tax and property tax incremental revenues generated within the URA may be used to pay for public improvements and associated contractual obligations that benefit the URA, as well as, reimbursing the City for maintenance costs incurred.

- WEDA's reimbursement of costs incurred by the City will provide funding for other City public improvements.
- The ICA details City and WEDA obligations regarding the covenants set forth for the reimbursement of costs from WEDA's South Sheridan URA to the City related to the Redevelopment Agreement and for the maintenance of improvements in the URA.
- Appropriation of carryover is necessary to have sufficient funds available in the 2014 budget to reimburse the City.
- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

Expenditure Required: \$606,500 plus amounts billed in the future by the City

Source of Funds: Existing Excess and Future Sales Tax and Property Tax Incremental Revenues

Policy Issues

1. Should the Board approve an Intergovernmental Cooperation Agreement (ICA) with the City to reimburse the City for costs incurred from a Redevelopment Agreement within the South Sheridan URA and maintenance costs associated within the URA, provided all other superior covenants and superior obligations have been met?
2. Should the WEDA Board appropriate funds as set forth in the attached Resolution?

Alternatives

1. Do not authorize the execution of the proposed ICA between the City and WEDA. This alternative is not recommended. The Redevelopment Agreement fostered redevelopment efforts within the South Sheridan URA, which helped to generate sales tax and property tax incremental revenues. Additionally, reimbursement of costs borne by the City for maintenance of public improvements located within the URA are expenses that are a proper and legal use of URA tax increment revenues and interest earnings.
2. The Board could decide not to appropriate the requested carryover funds. This is not recommended as repayment to the City in accordance with the ICA cannot be made unless funds have been made available in the current year budget.

Background Information

Pursuant to Article XIV of the Colorado Constitution, and Part 2 of Article 1 of Title 29, C.R.S., the City and WEDA are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each governmental entity. Accordingly, WEDA desires to enter into an ICA with the City to reimburse costs incurred by the City relative to the Agreement and maintenance of the improvements.

This ICA accomplishes several things:

- Recognizes that City Council created the South Sheridan Urban Renewal Area to encourage and support the redevelopment of property within its boundaries.
- Recognizes that the City and WEDA have both incurred costs to foster public improvements and to enhance redevelopment within the URA.
- Recognizes that the City entered into a Redevelopment Agreement on April 25, 2005 with Village Homes of Colorado, Inc., which was ultimately assigned in June, 2010 to Arcadia Holdings at Shoenberg Farms, LLC. The Agreement provides for reimbursement up to a total of \$606,500 in costs associated with redevelopment within the URA.
- Recognizes that the City has paid the total incentive amount of \$606,500.
- Recognizes that WEDA issued tax-exempt tax increment financing in June, 2007 to fund construction of improvements in the URA.
- Recognizes that the City will incur maintenance costs associated with improvements located within the URA.
- Recognizes that reimbursement of City incurred costs will be subordinate to any current or future bonded indebtedness (Superior Obligations), including but not limited to tax increment notes, tax increment bonds, economic development agreements, and all other forms of contractual indebtedness or obligation of whatsoever nature that is any way secured, collateralized, or backed by revenues of WEDA.
- As necessary, the City and WEDA shall negotiate in good faith the amount due from WEDA under this Agreement, based on the costs incurred or expected to be incurred by the City, and the funds available to WEDA after first meeting all Superior Obligations of WEDA.
- As a result of incremental sales tax and property tax collected to-date being above the amount previously needed for obligations and debt reserves, funds are currently available in WEDA's fund balance to pay amounts previously incurred by the City. Staff recommends approving the attached ICA to facilitate the reimbursement of City costs incurred in accordance with the Redevelopment Agreement.

The amendments listed in the attached resolution will bring WEDA's accounting records up-to-date to reflect use of carryover to fund the ICA payment to the City.

This recommended action supports the strategic objectives of a Strong, Balanced Local Economy, a Financially Sustainable City Government Providing Exceptional Services, and Vibrant Neighborhoods in One Livable Community. It does so by establishing an ICA for reimbursement of costs incurred by the City, which will then make funds available for other public improvement projects in the City and makes the appropriate funds available in the current year budget to fund the ICA payment.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments - Intergovernmental Cooperation Agreement
Resolution

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF
WESTMINSTER REGARDING MAINTENANCE AND PUBLIC IMPROVEMENTS IN THE
SOUTH SHERIDAN URBAN RENEWAL AREA**

This Intergovernmental Cooperation Agreement (the “Agreement”), dated as of _____ 2014, is made and entered into between the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (“WEDA”), a Colorado urban renewal authority, and the CITY OF WESTMINSTER (“City”), a Colorado home-rule municipality (collectively “Parties”)

WHEREAS, the City is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its City Charter; and

WHEREAS, WEDA is a Colorado urban renewal authority, with all the powers and authority granted pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes (“C.R.S.”) (the “Urban Renewal Law”); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the City and WEDA are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the City has heretofore approved the Westminster Economic Development Authority South Sheridan Urban Renewal Plan (“Plan”) on March 29, 2004 and the urban renewal project described therein (“Urban Renewal Project”); and

WHEREAS, the Urban Renewal Project has been undertaken for the public purpose of enhancing employment opportunities, eliminating existing conditions of blight, and improving the tax base of the City; and

WHEREAS, pursuant to Section 31-25-105, C.R.S., WEDA has the authority to undertake urban renewal projects and to make and execute any and all contracts that it may deem necessary or convenient to the exercise of its powers; to arrange for the furnishing or repair by any public body of services, privileges, works, streets, roads, public utilities, or educational or other facilities, for or in connection with an urban renewal project; and to make such appropriations and expenditures of its funds as it deems necessary to carry out the purposes of the Colorado Urban Renewal Law; and

WHEREAS, pursuant to Section 31-25-112, C.R.S., the City is specifically authorized to do all things necessary to aid and cooperate with WEDA in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations or activities of WEDA, to enter into agreements with WEDA respecting such actions to be taken by the City, and appropriating funds and making such expenditures of its funds to aid and cooperate with WEDA in undertaking the Urban Renewal Project and carrying out the Plan; and

WHEREAS, pursuant to the Plan, WEDA is collecting incremental tax revenues to accomplish the purposes of the Plan; and

WHEREAS, WEDA issued tax increment adjustable rate revenue bonds in June, 2007 to fund the construction of improvements in the South Sheridan URA including improvements to Sheridan Boulevard and a masonry wall on 72nd Avenue (collectively referred to as “Improvements” in this Agreement); and

WHEREAS, the Parties have previously entered into a Redevelopment Agreement with Village Homes of Colorado, Inc., pursuant to which the City and WEDA agreed to provide an incentive to the Developer in the amount of \$606,500 (“Developer Incentive”). The Developer Incentive was to be paid in installments after certain improvements were constructed or certain real property was acquired as described in the Redevelopment Agreement, and

WHEREAS, such Redevelopment Agreement was ultimately assigned by Village Homes of Colorado, Inc. to Arcadia Holdings at Shoenberg Farms, LLC, a Colorado limited liability company (collectively, Village Homes of Colorado, Inc. and Arcadia Holdings at Shoenberg Farms, LLC are hereafter referred to as “the Developer”); and

WHEREAS, the City has paid the full Developer Incentive amount of \$606,500 as provided in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement and the Improvements help to fulfill the purpose of the Plan; and

WHEREAS, the respective governing bodies of the City and WEDA hereby find and declare that the maintenance of improvements in the URA will further the urban renewal goals and objectives of WEDA; and

WHEREAS, pursuant to the Plan, WEDA has collected and currently collects sales tax and property tax incremental revenues (the “TIF Revenue”), which revenue is deposited by WEDA in a special fund to be utilized pursuant to Section 31-25-107(9)(a)(II), Colorado Revised Statutes; and

WHEREAS, WEDA has determined that it is in the best interest of WEDA and the City that WEDA reimburse the City from its TIF Revenue for the amount paid of \$606,500 pursuant to the Redevelopment Agreement and also reimburse the City for maintenance costs incurred in the South Sheridan URA; and

WHEREAS, the Parties desire to enter into this intergovernmental cooperation agreement for the purpose of providing for the repayment to the City the Developer Incentive and for maintenance costs; and

NOW THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Parties hereby agree as follows:

1. **Reimbursement by WEDA to the City.** WEDA hereby agrees to reimburse the City from its TIF Revenue any amounts previously paid by the City to the Developer as the Developer Incentive, provided that such reimbursement shall not exceed \$606,500.

2. **Maintenance of Improvements.** The City has agreed to maintain said Improvements in accordance with the same standards of maintenance as the City follows for other improvements within the City. WEDA agrees to reimburse the City a portion of the City’s costs related to the current and future maintenance of said Improvements, as set forth in paragraph 3B below. WEDA’s obligations under this paragraph 2 shall be paid from incremental revenues and interest available to WEDA after first satisfying WEDA’s Superior Obligations, as herein defined below.

3. **Conditions to WEDA’s Payment Obligations.** The obligations assumed by WEDA pursuant to Sections 1 and 2 of this Agreement are subject to the following conditions:

A. WEDA’s obligations pursuant to this Agreement are subordinate to WEDA’s obligations for repayment of any current or future bonded indebtedness (the “Superior Obligations”). The term “bonded indebtedness” includes all form of indebtedness of WEDA, including but not limited to tax increment notes, tax increment bonds, economic development agreements, and all other forms of contractual indebtedness or obligation of whatsoever nature that is any way secured, collateralized, or backed by revenues of WEDA.

B. The City and WEDA shall negotiate in good faith to determine the amount due from WEDA under this Agreement, based on costs incurred or expected to be incurred by the City, and the revenues available to WEDA after first meeting all Superior Obligations of WEDA. The City and WEDA agree that the obligations of WEDA under this Agreement shall be deemed subordinated to all other

obligations of WEDA, past or future, except to the extent that any future obligation incurred by WEDA is expressly made subordinate to WEDA's obligation under this Agreement, provided, however, it is WEDA's intent to apply any revenues not needed to meet its Superior Obligations to funding its cost sharing obligations under this Agreement.

C. The City will bill WEDA at least annually for WEDA's share of the maintenance costs. The City will bill WEDA no later than May 31, 2014 for costs associated with the Developer Incentive paid by the City. WEDA will pay amounts billed no more than 30 days from the date of the invoice.

D. It is the intent of the parties that WEDA's obligations pursuant to this Agreement shall be deemed and construed as an indebtedness of WEDA with the meaning of 31-25-107(9)(a)(II), C.R.S.

3. **Cooperation.** The Parties covenant with each other that in any action or challenge of the Urban Renewal Plan or this Agreement, regarding the legality, validity or enforceability of any provision thereof, the Parties will work cooperatively and in good faith to defend and uphold each and every such provision.

4. **Term.** Unless sooner terminated by mutual consent of the Parties, this Agreement shall remain in full force and effect until the tax allocation provisions of the Urban Renewal Plan and the Act terminate.

5. **General Provisions.**

A. **Governing Body.** This Agreement shall be governed by, and construed in accordance, with the laws of the state of Colorado.

B. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

C. **Conflicts.** To the extent any term or provision of this Agreement conflicts with any other term or condition of any previous agreement between the City and WEDA, this Agreement shall control.

D. **Headings.** Paragraph headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

E. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

F. **Third Parties.** The City and WEDA expressly disclaim any intent to create any third-party beneficiary rights or benefits pursuant to this Agreement. Neither the City nor WEDA shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto and duly authorized as of the date first above written.

**WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY**

CITY OF WESTMINSTER

By: _____
J. Brent McFall
Executive Director

By: _____
J. Brent McFall
City Manager

ATTEST:

Secretary for WEDA

Approved as to Form:

Martin R. McCullough
Attorney for WEDA

ATTEST:

Linda Yeager, City Clerk

Approved as to Form:

Martin R. McCullough
City Attorney

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **153**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2014

**2014 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2014 budget on October 8, 2012 and

WHEREAS, proper notice for this amendment was published on March 6, 2014, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on March 10, 2014, pursuant to the requirements of Section 29-1-108 Colorado Revised Statutes; and

WHEREAS, as necessary a resolution to make adjustments to the budget is presented to the Board; and

WHEREAS, there are adjustments to be made to the 2014 budget; and

WHEREAS, the revenue adjustments consist of an increase of \$606,500; and

WHEREAS, the expense adjustments consist of an increase of \$606,500.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority:

Section 1. The \$606,500 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	6800.40020.0190	\$74,675	\$606,500	\$681,175
Total Change to Revenues			\$606,500	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contractual Services	68010900.67800.0190	\$0	\$606,500	\$606,500
Total Change to Expenses			\$606,500	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 10th day of March, 2014.

ATTEST:

Chairperson

Secretary