WESTMINSTER

March 28, 2016
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 5) 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 Meeting** (March 14, 2016)
4. **Presentations**
   A. 2016 Adams County Mayors' and Commissioners' Youth Award
   B. Employee Service Awards
5. **Citizen Communication (5 minutes or less)**
6. **Report of City Officials**
   A. City Manager's Report
7. **City Council Comments**

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 February 2016
   B. Shoenberg Farms Milk House Rehabilitation
   C. Transportation Investment Generating Economic Recover (TIGER) Grant Application for Sheridan Blvd. Underpass
   D. Pressure Zone 3 Expansion Bid Package 1: SCADA Equipment and Fiber Optic Network Installation Construction Contract
   E. Little Dry Creek Interceptor Sewer Repair and Replacement Construction Contract and Engineering Amendment
   F. 2016 Striping and Pavement Marking Project
   G. 2016 Hot-In-Place Recycling and Repaving Project
   H. Extension of 2013 Electrical Services Contract
   I. Excess Workers' Compensation Insurance Purchase
   J. Second Reading of Councillor's Bill No. 6 Re: Water Supply Development Project Supplemental Appropriation
   K. Second Reading of Councillor's Bill No. 7 Amending Section 13-1-3(Q) of the W.M.C. Concerning Disturbances in Parks
   L. Second Reading of Councillor's Bill No. 8 re First Amendment to the Westminster Station IGA with RTD
   M. Second Reading of Councillor's Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
   A. Public Hearing re Shoenberg Farms Commercial PUD and Amendments to the Comprehensive Plan, PDP, and ODP
   B. Councillor's Bill No. 10 Amending the Westminster Comprehensive Plan (CP)
   C. Amendment to the Shoenberg Farms Preliminary Development Plan (PDP)
   D. Amendment to the Shoenberg Farms Official Development Plan (ODP)
   E. Public Hearing re Community Development Block Grant
   F. 2016 Community Development Block Grant Action Plan
   G. Councillor's Bill No. 11 re Supplemental Appropriation of Federal Grant Funds for the Little Dry Creek Trail: Federal to Lowell
   H. Councillor's Bill No. 12 re 2015 4th Quarter Budget Supplemental Appropriation
   I. Resolution No. 16 Calling City Special Election and Setting Firefighter Collective Bargaining Ballot Question

11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
A. City Council
13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (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 mparker@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.

WESTMINSTER

2015 City of Westminster Strategic Plan

Visionary Leadership, Effective Governance and Proactive Regional Collaboration

The City of Westminster has articulated a clear vision for the future of the community. The vision is implemented through collaborative and transparent decision making. Westminster is proactively engaged with our partners to advance the common interests of the region.

- Develop communication, management and planning tools that move the City toward its vision while providing excellent government.
- Collaborate with state agencies, counties, school districts, neighboring cities and other governmental and non-governmental entities.

Vibrant, Inclusive and Engaged Community

Westminster provides options for an inclusive, demographically diverse citizenry in unique settings with community identity, ownership and sense of place, with easy access to amenities, shopping, employment and diverse integrated housing options. Members of the community are empowered to address community needs and important community issues through active involvement with City cultural, business and nonprofit groups.

- Advance strategies that demonstrate Westminster is a regional leader in providing affordable/workforce housing.
- Develop programs and strategies that build a unique sense of community in Westminster.
- Lead the development of cultural opportunities in Westminster.
- Identify the distinct neighborhoods of Westminster and help them begin to work together, as neighbors, to grow the sense of place and community in their neighborhoods.

Beautiful, Desirable, Safe and Environmentally Responsible City

Westminster thoughtfully creates special places and settings. The City is an active steward, protecting and enhancing natural resources and environmental assets. The City promotes and fosters safe and healthy communities.

- Make a Citywide commitment to sustainability.
- Promote ongoing excellent management and maintenance of the City's parks and open space system.
- Provide opportunities for residents, visitors and employees to improve their personal wellness – physically, emotionally and intellectually.

Dynamic, Diverse Economy

Westminster is a local government that fosters social, economic and environmental vitality and cultivates and strengthens a wide array of economic opportunities.

- Develop an economic development strategy that contributes to City vision attainment and is executed through collaborative work between the City of Westminster, the business community, residents and other partners of Westminster.

Financially Sustainable Government Providing Excellence in City Services

Westminster leads the region in a culture of innovation that exceeds expectations in providing value in all city services – the city shall be known for "the Westy Way."

- Develop and maintain comprehensive municipal capital infrastructure master plan and financing strategy.
- Promote the organizational culture of Service, Pride, Integrity, Responsibility, Innovation and Teamwork.
- City Manager will develop an annual program of specific department business process improvement reviews.

Ease of Mobility

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability, and mass-transit options.

- Improve the walkability and bikeability of Westminster.
- Improve mass-transit options throughout Westminster.

Vision:

Westminster is the next Urban Center of the Colorado Front Range. It is a vibrant inclusive, creative, and well-connected City. People choose Westminster because it is a dynamic community with distinct neighborhoods and a resilient local economy that includes: a spectrum of jobs; diverse, integrated housing; and shopping, cultural, entertainment, and restaurant options. It embraces the outdoors and is one of the most sustainable cities in America.

Mission:

Our job is to deliver exceptional value and quality of life through S-P-I-R-I-T (Service, Pride, Integrity, Responsibility, Innovation, Teamwork).

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MARCH 14, 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 Michelle Parker.

CONSIDERATION OF MINUTES

Upon a motion by Councillor Seitz, seconded by Councillor Baker, the Council unanimously approved the minutes of the regular meeting of February 22, 2016 and the special meeting of February 29, 2016 as presented.

PRESENTATIONS

Councillor Seitz announced that April was Child Abuse Prevention Month and presented a Proclamation to Vanessa DeMott, representing the Ralston House. Ms. DeMott encouraged citizens to show their support for prevention efforts by participating in the Blue Pinwheels for Prevention program.

CITIZEN COMMUNICATION

Americus Kalmar came to voice his support for liberty and choice. He urged the City Council to allow citizens their choice of garbage collection service. He was concerned that the lack of choice would increase the cost of service and possibly increase the cost of other utilities over time as well.

Eric Brandt said that all legal decisions by Municipal Judge, John Stipech, were null and void, since his Oath of Office was not valid. He also said he was filing a new lawsuit against the City.

David Coffelt said he was a victim of credit card fraud Saturday night in Westminster. He was upset that the Westminster Police Department did not take more action to capture the person who impersonated him at a local business and used his credit card number to make a fraudulent purchase.

CITY MANAGER'S REPORT

Mr. Tripp stated that there would be no post meeting. He also reported that several Councillors attended the Ralston House fundraiser, and were proud to support such an important organization. Mr. Tripp announced that since one of the Council's leading advocates, Councillor Bird, could not be in attendance at the recent Adams 12 Schools fundraiser, a contribution was made on her behalf, and he presented her with a hat from the fundraiser.

COUNCIL REPORTS

Councillor Seitz reported attending the National League of Cities Conference for the third time and remarked that it was a wonderful experience. She was proud of how far ahead the City of Westminster is in handling issues that all cities are currently facing. She also saw as validation of the City's vision and Strategic Plan, that so much of what we are doing is being touted nationally as best practices. Finally, she also wished Councillor De Cambra a Happy Birthday.

Councillor Bird announced that Adams 12 Schools, in partnership with Level Three Communications and Front Range Community College, were recently awarded a P-Tech Grant, which will allow ninth graders in the 2016 – 2017 school year to earn both a High School Diploma and an Associates in Applied Science. She also gave an update on the Adams 12 Gala event, that raised about $100,000 for program grants.

Mayor Pro Tem Garcia reminded citizens that one year ago, a ground-breaking ceremony was held at the Lao Buddhist Temple to rebuild the center after a fire, and the work continues. He encouraged citizens and businesses to contribute and volunteer to help rebuild the temple, an important cultural center of the community. He also reminded citizens to sign up for the large item pick up before the April 1st deadline. He mentioned the $30 fee and encouraged everyone to participate, as many citizens asked to bring back this service.

Councillor Pinter echoed her support for the efforts to rebuild the Loa Buddhist Temple. She also announced a program through Front Range Community College offering tax help, now through April 9th.

Councillor De Cambra stated the NLC Conference was a great opportunity to get training that the Councillors can bring back to the City. Every colleague, council member, and mayor from other cities highlighted what great work we are doing in our new downtown. She and Mayor Pro Tem Garcia helped local residents applying for citizenship at a local event, and commented that it was a wonderful event.

CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: authorize the City Manager to sign the tenth amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and Adams County for the design of Little Dry Creek Regional Detention Pond, related channel improvements, and Creekside Drive; ratify the Police Department application submittal for the 2016 Crime Victim Services Grant in the amount of $73,507 for the purpose of hiring an additional 1.0 FTE Court Victim Advocate for the 2017 and 2018 calendar years; authorize payment of $189,550 to Intergraph Corporation for the 2015 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; and authorize the Police Department a 5% contingency of $9,500 for unanticipated Intergraph services outside of the maintenance contract for a total authorized expenditure of $199,050; based on the recommendation of the City Manager, determine that the public interest will be best served by approving 2016 expenditures to the following vendors: Titleist/FootJoy, not to exceed $125,000, and Oakley, not to exceed $80,000; authorize the City Manager to execute a contract for concrete replacement to the low bidder, Keene Concrete, Inc., in the amount of $1,617,123 and authorize a 20% contingency of $323,425 for a total authorized expenditure of $1,940,548; authorize the City Manager to execute a contract for 2016 with options for two additional one-year renewals (2017 and 2018) for Citywide Street Sweeping to the low bidder, C & S Sweeping Services, Inc. in the amount of $174,623 and authorize a 20% contingency of $34,925 for an amount not to exceed $209,548 in 2016; and price adjustments in 2017 and 2018 will be based on the Consumer Price Index for all urban customers; and pass on second reading Pass Councillor's Bill No. 5 authorizing the City Manager to execute and implement an Economic Development Agreement with Zimmer Biomet Spine, Inc.

Upon a motion by Councillor Baker, seconded by Mayor Pro Tem Garcia, all items on the consent agenda were approved unanimously by Council.

COUNCILLOR'S BILL NO. 6 RE WATER SUPPLY DEVELOPMENT PROJECT SUPPLEMENTAL APPROPRIATION

Upon a motion by Councillor Seitz, seconded by Councillor Baker, Council voted unanimously at roll call to pass Councillor's Bill No. 6 on first reading, appropriating water funds from the Utility Capital Project Reserve Fund in the amount of $670,200 for the Water Supply Development project for the purpose of acquiring additional water supply.

COUNCILLOR'S BILL NO. 7 AMENDING W.M.C. § 13-1-3(Q) TO COMPLY WITH CURRENT LAW

Councillor Bird moved, seconded by Councillor Seitz, to pass on first reading Councillor's Bill No. 7 amending the Westminster Municipal Code Section 13-1-3(Q) to comply with current law. The motion carried unanimously at roll call.

COUNCILLOR'S BILL NO. 8 RE FIRST AMENDMENT TO THE WESTMINSTER STATION INTERGOVERNMENTAL AGREEMENT WITH RTD

Mayor Pro Tem Garcia moved, seconded by Councillor Seitz, to pass Councillor's Bill No. 8 on first reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District regarding the construction of the Westminster FasTracks Rail Station, in substantially the same form as the agreement presented. The motion carried 7:0 at roll call.

COUNCILLOR'S BILL NO. 9 RE FIRST AMENDMENT TO THE WESTMINSTER STATION LOCAL AGENCY CONTRIBUTION IGA WITH RTD

Upon a motion by Councillor Pinter, seconded by Mayor Pro Tem Garcia, the City Council voted unanimously at roll call to pass Councillor's Bill No. 9 on first reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as presented, relating to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment.

RESOLUTION NO.14 ESTABLISHING 2016 RECOVERY CONTRACT INTEREST RATE

Councillor Baker moved, seconded by Councillor Seitz, to adopt Resolution No. 14 establishing the 2016 calendar year interest rate for non-City funded public improvement recovery contracts at 5.5 percent and an interest rate of 3.57 percent for City-funded public improvements. The motion passed unanimously at roll call.

RESOLUTION NO. 15 RE PROPOSED 2016 AMENDED PAY PLAN

Upon a motion by Councillor De Cambra, seconded by Councillor Bird, Council voted unanimously at roll call to adopt Resolution No.15 amending the 2016 Pay Plan previously approved by City Council, adding 1.75 full time equivalent (FTE) positions in Community Development and 1 FTE in the City Manager's Office as well as reclassifying 4 FTE positions in City Manager's Office.

ADJOURNMENT

There was no further business to come before the City Council, and hearing no objections, the Mayor adjourned the meeting at 7:40 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

WESTMINSTER

Agenda Item 4 A

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: 2016 Adams County Mayors' and Commissioners' Youth Award

Prepared By: Valerie Medina, Executive Assistant

Recommended City Council Action

Councillors Shannon Bird, Maria De Cambra and Alberto Garcia will recognize the youths selected for local recognition of the Adams County Mayors' and Commissioners' Youth Award and present certificates of achievement to: Tirzah Sisneros, Meagan DiGiallonardo, McKenzie DiGiallonardo, Matthew De Loa, Ivan Mendoza, Taylor Lewis, Star Rosas, Amanda Smith, Dylan Coad, Danny Pergola, and Gabriel Gallegos.

Summary Statement

- 11 Westminster youths have been nominated through the Adams County Mayors' and Commissioners' Youth Award (ACMCYA) program for municipal-level recognition.

- City Council is requested to recognize these youth privately at a reception preceding the March 28, 2016, City Council meeting and publicly during the meeting.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

None.

Alternative

None.

Background Information

The Adams County Mayors' and Commissioners' Youth Award (ACMCYA), formerly the Metropolitan Mayors' and Commissioner's Youth Award (MMCYA), was established in 1986. This program recognizes young people in our community whose contributions and achievements might otherwise be overlooked. The award honors young people who have overcome personal adversity, created positive change in a difficult environment or have made strides beyond their limitations.

This winter, nominations were sought for youth in grades 6th through 11th who have shown outstanding achievement and resilience despite facing significant challenges and adversity. All of the nominees will be honored by their respective municipalities. Additionally, if a nominee is selected to continue in the awards process, he or she will be honored at the Adams County banquet. All Westminster students, regardless of county of residence or school, are eligible for recognition through the ACMCYA program.

The individuals being recognized by City Council have faced trauma with courage, emotional and physical health ailments with determination, financial hardship with resourcefulness, and challenges in school with perseverance. Due to the sensitive and confidential nature of many of the nominees' backgrounds, the ACMCYA Selection Committee recommends conducting a more general recognition ceremony where descriptions of the adversity each nominee has overcome are not disclosed.

Instead, a description of the award and its criteria will be conveyed, and each nominee's name, age, school and nominator's name will be read as they receive their certificate. Additionally, City Council will host a brief reception for the nominees, nominators and their families prior to the Council meeting.

Participation in the ACMCYA program supports the City Council Strategic Plan goal of "Vibrant, Inclusive and Engaged Community" through the objective of having strong community events.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Recipient List

City of Westminster 2016 ACMCYA Recipients			
Nominee	**Age**	**School**	**Nominator**
Tirzah Sisneros	18	Mt. Range High School	Bryan Webb
Meagan DiGiallonardo	16	Mt. Range High School	Stacie Rhody
McKenzie DiGiallonardo	11	Silver Hills Middle School	Olivia Hyten
Matthew De Loa	18	Westminster High School	Tracy Eleftheriadis Maria Nunez
Ivan Mendoza	15	Westminster High School	Maria Nunez
Taylor Lewis	16	Westminster High School	Kathryn Wiedenfeld Andre Rodriguez
Star Rosas	17	Westminster High School	Kathryn Wiedenfeld
Amanda Smith	17	Mt. Range High School	Hilary Wimmer Julie Enger
Dylan Coad	14	Scott Carpenter Middle School	Kelli Antista
Danny Pergola	14	Moore Middle School	Shanda Douglas
Gabriel Gallegos	16	Westminster High School	Jessica Rapp

WESTMINSTER

Agenda Item 4 B

Agenda Memorandum

City Council Meeting
March 28, 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.

- The second group of employees in 2016 celebrate 20, 25, 35 and 40 years of service tonight.

  - Presentation of 20-year certificates and pins – Councillor Baker
  - Presentation of 25-year certificates, pins, and checks – Mayor Atchison
  - Presentation of 35-year certificates and pins – Councillor Seitz
  - Presentation of 40-year certificate and pin – Councillor Bird

Expenditure Required: $5,000

Source of Funds: $2,500 – General Fund – Information Technology Department
$2,500 – General Fund – Fire Department

Policy Issue

None identified.

Alternative

None identified.

Background Information

The following 20-year employees will be presented with a certificate and service pin:

Will Leo	Foreman	PR&L Department
Robert Walls	Foreman	PR&L Department
Jill Wyss	Facility Assistant	PR&L Department

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

Louis Engleberg	Senior Police Officer	Police Department
Karen Tekavec	Senior Tech Support Specialist	IT Department
Derik Minard	Deputy Chief / Operations	Fire Department

The following 35-year employees will be presented with a certificate and service pin:

Nick Hartney	Report Specialist	Police Department
Ralph Dopheide	Plant Operator IV	PW&U Department

The following 40-year employee will be presented with a certificate and service pin:

Gene Boespflug	Police Commander	Police Department

On March 30, 2016 the City Manager will host an employee awards luncheon. During the luncheon seven (7) employees will receive their 15-year service pins; one (1) employee will receive their 10-year service pin; and nine (9) employees will receive their 5-year service pin. Recognition will also be given to those celebrating their 20th, 25th, 35th, and 40th anniversaries. This is the second 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 405 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 "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

20-Years

Will Leo began as a Seasonal Laborer in 1995 and later advanced to Parksworker and Irrigator in Parks, Recreation and Libraries. In 1999 he was promoted to position of Crew Leader and and this year he was promoted to Foreman. During his employment Will has served on ERAT and the Safety Committee. He was the only employee in the department to receive the 2012 CIRSA State of Colorado Safety Champion Award. One of Will's proudest moments on the job came when a traveling Australian soccer team visited Big Dry Creek Park soccer fields and commented on what a wonderful job Will and his crew did in preparing the fields. Another favorite part of his job is growing all of the pumpkins and gourds which are placed in the City Hall and Public Safety entrances each fall season for the enjoyment of co-workers and citizens.

In his free time, Will enjoys spending time with his wife Nicki, also a City employee, and 9-year old son. They like to go camping, hiking, attend sporting events, river boarding, and traveling across the country for vacation, race venues, and visiting family.

Rob Walls began his career in 1992 as a Seasonal Laborer for the recreation department preparing the athletic fields. He has also served as a Scorekeeper and a Field Supervisor prior to his benefited appointment. In 1995, Rob was hired as a 32-hour cashier in the Finance Department. In Fall 1997, he moved to Parks as a full-time Parksworker working with the athletic field crew. Rob was promoted to Crewleader for Parks in 2004; and in March 2015, Rob was promoted to his current position as Parks Foreman. Recently, Rob was selected as one of the team members to work on the Parks, Recreation and Libraries Strategic Planning Committee.

Rob also served on the Board of Directors for the Colorado Sports Turf Managers Association from 2010 to 2013 and was elected President of the Association in 2012. He is currently part of the National Sports Turf Managers Association committee that selects the Sports Turf Manager of the Year and the Field of the Year for professional, colleges, high school, and parks and recreation field managers.

Rob has been involved with many new park dedications and renovations to existing parks. One of the many tasks he is proud of was testing new infield mixes at Christopher Fields when there was nothing there but a field. He is amazed.to see what that field has become today. What used to be a field is now a ballfield that has received recognition on a national level with thousands of guests and participants who come through the gates annually.

Rob loves spending time with his family and has been married to Lisa, a fellow City employee, for 22 years. Together, they have three children that keep them very busy. They all love to travel.

Jill Wyss was hired as a cashier in 1994 at City Park Rec Center and is currently a Facility Assistant at City Park Fitness Center. Jill is very proud to be a part of the growing and successful Recreation Facilities team. Over the years she enjoyed seeing the development of City Park Fitness Center, the soccer fields, the lake, the parks and Christopher Fields. She also worked with the West View team to open the new rec center in 2000. Working at all five facilities City Park Rec and Fitness Centers, Swim and Fitness Center, the MAC and West View (including Countryside Pool) throughout her tenure provided her with great opportunities and experiences. Jill has received many Teams in Action awards for various projects, events and programs.

Jill and her husband, Dave, will be celebrating their 25th anniversary in April. They have two awesome children (Sam and Luke) who have also worked for the City of Westminster. Jill loves spending time with family and friends traveling, hiking, anything outdoors, and any new adventures that come her way especially if it involves a beach.

25-Years

Louis Engleberg (**EN GEL BURG**) (Already Received Check 11/9/15) has been with the Westminster Police Department for 25 years and Louis has been assigned to both Patrol and Investigations as a Senior Police Officer. He has been a D.A.R.E. Instructor, a Financial Crimes Detective, a Patrol Officer and a Field Training Officer. As a detective, Louis served on the Adams County Critical Incident Team for seven years investigating many officer involved shootings and in-custody deaths. Louis was honored as the 2007 Rocky Mountain Regional Fraud Investigator of the Year by the International Association of Financial Crimes Investigators. In addition to his outstanding police work, Louis was an active member of the Pension Board for 14 years as a representative for the Police Pension Plan.

Derik Minard was hired April 1, 1991, as a Firefighter. He has promoted through the ranks in the Fire Department and is currently the Deputy Chief of Operations. Derik has been actively involved in many aspects of the fire service as well as the greater City organization. He has served as a Firefighter, Paramedic, Fire Prevention Plans Analyst, Fire Captain, Battalion Chief, EMS Chief and was promoted to Deputy Chief in June 2015.

Derik has received several Lifesaving and Outstanding Service Awards. He received a Lifesaving Medal in 2004 after removing a victim from a structure fire. He and his two sons also received a Life Saving Medal in 2007 for rescuing an unconscious party that was not breathing in a New York City restaurant. Derik received the Outstanding Service Award for his incident command and control of a fire scene when a mayday was declared after a firefighter fell through the floor of a burning house. The firefighter was rescued with only minor injuries. In May 2015, Derik graduated from the prestigious Executive Fire Officer Program through the National Fire Academy. This is a 4-year graduate certificate program developing fire executives to enhance their ability to assess their community risk and make recommendations to better serve our community.

Derik's family keeps him busy. He has three boys: Nick, Austin, and Aiden. The family likes to travel, hike, backpack, play a variety of sports and spend quality family time in the mountains. Derik plays the bass guitar and has been playing semi-professionally for 30 years. He is an active member of Flatirons Community Church serving as a musician and leading in several community groups.

Karen Tekavec began as a volunteer in March 1990 working 10 hours a week for the Data Processing Division of Finance now known as the Information Technology Department. She became a benefited employee in April 1991 and is currently working full-time as a Senior Technical Support Specialist. Karen has been a major contributor to the implementation and support of the Laserfiche application used Citywide. She also has maintained the City computer inventory which has grown from a mere 60 computers in 1990 to a current total of 1,381 computers.

Karen is married to her best friend, Scott. She has two adult children, a daughter who works at WestPoint Military Academy and a son who works in Saudi Arabia for Halliburton. She enjoys camping, reading, 4-wheeling in the Colorado Mountains and spending time with family.

35-Years

Ralph Dopheide (DOLL-FĪD) started with Westminster on March 16, 1981, and is currently a Water Treatment Facility Operator IV with the Public Works and Utilities Department. He is known for his commitment to the job and dedication to the City.

Ralph is a 3rd generation Colorado native and has been married to his wife, Donna, for 48 years. Donna and Ralph have a son Michael, plus four wonderful grandchildren, Auburney, Amanda, Alise and Donavan. Recently added to the family include great grandsons Liam and Tatum, with great-granddaughter, Paige, due in May. Ralph's hobbies include coin collecting and photography along with spoiling the great grandchildren.

Nick Hartney (HART-KNEE) began his career as a Westminster Police Officer March 9, 1981, and was promoted to Senior Police Officer on February 25, 1984. In 1985, Nick became a Field Training Officer training new recruits. From 1988 thru 1993, he was a Detective in the Vice Narcotics Unit and was assigned to the DEA Task Force. From 2005 to 2008, Nick worked as a School Resource Officer. In 2014, he retired as a Police Officer and is now a Report Specialist in the Police Department.

Nick has received numerous commendations from citizens and his supervisors during his career as a Police Officer. Nick was selected as the Elks Club Lawman of the Year in 1986/1987.

40-Years

Gene Boespflug (BOSE FLUE) started with the City of Westminster on February 17, 1976, as a Police Cadet. On May 15, 1978, he was promoted to Animal Warden. In 1979, Gene was promoted to Police Officer and then Senior Police Officer in 1981. In 1992, Gene was promoted to Sergeant. He became a Police Commander in 2005. Gene's accomplishment's with the City of Westminster Police Department include working in many different assignments within law enforcement that include 29 years with SWAT, nine years in Narcotics, six years as a Motorcycle Officer and DUI Officer, and most recently four years as an Investigations Commander.

Gene has been the recipient of several awards and honors during his career. He has received three medals for Valorous Service. The first award was from a shootout with a barricaded suspect in 1986; the second involved a shooting of a bank robbery suspect in 1989, and the Medal of Valor in 1990 from the City of Arvada for the same robbery that began in the City of Arvada. He was also awarded three medals for Meritorious Service for two difficult hostage situations and for his 29 years of service on SWAT.

Gene's personal accomplishments include three beautiful daughters age 35, 33 and 31; three grandsons and one granddaughter. Gene has been married for 22 years to his wife, Lori.

WESTMINSTER

Agenda Item 8 A

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Financial Report for February 2016

Prepared By: Tammy Hitchens, Finance Director

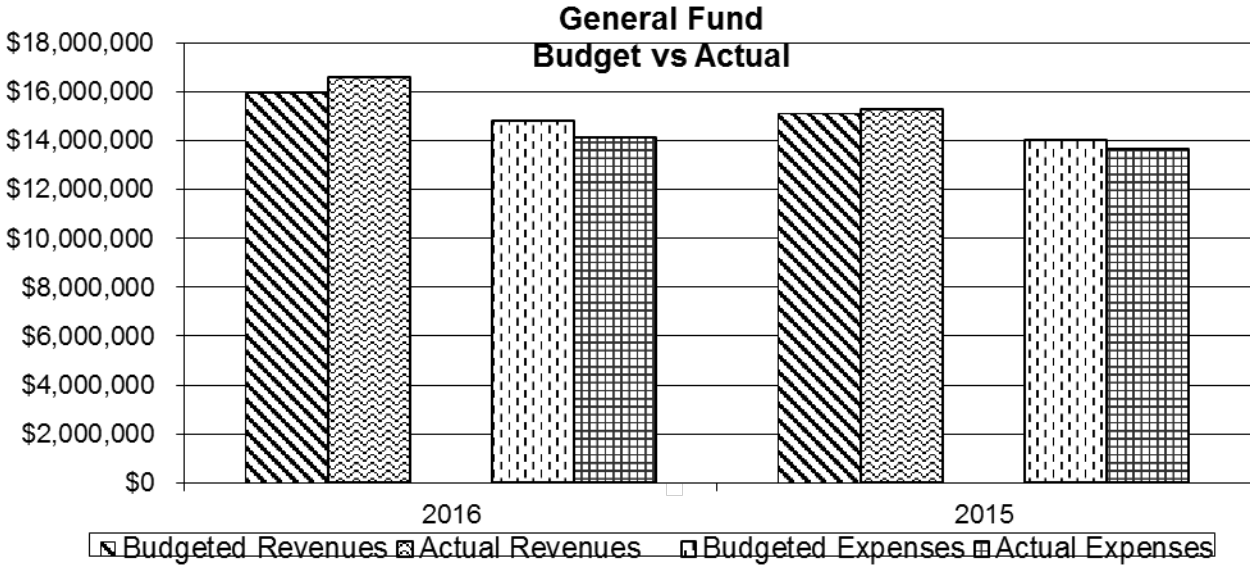
Recommended City Council Action

Accept the Financial Report for February as presented.

Summary Statement

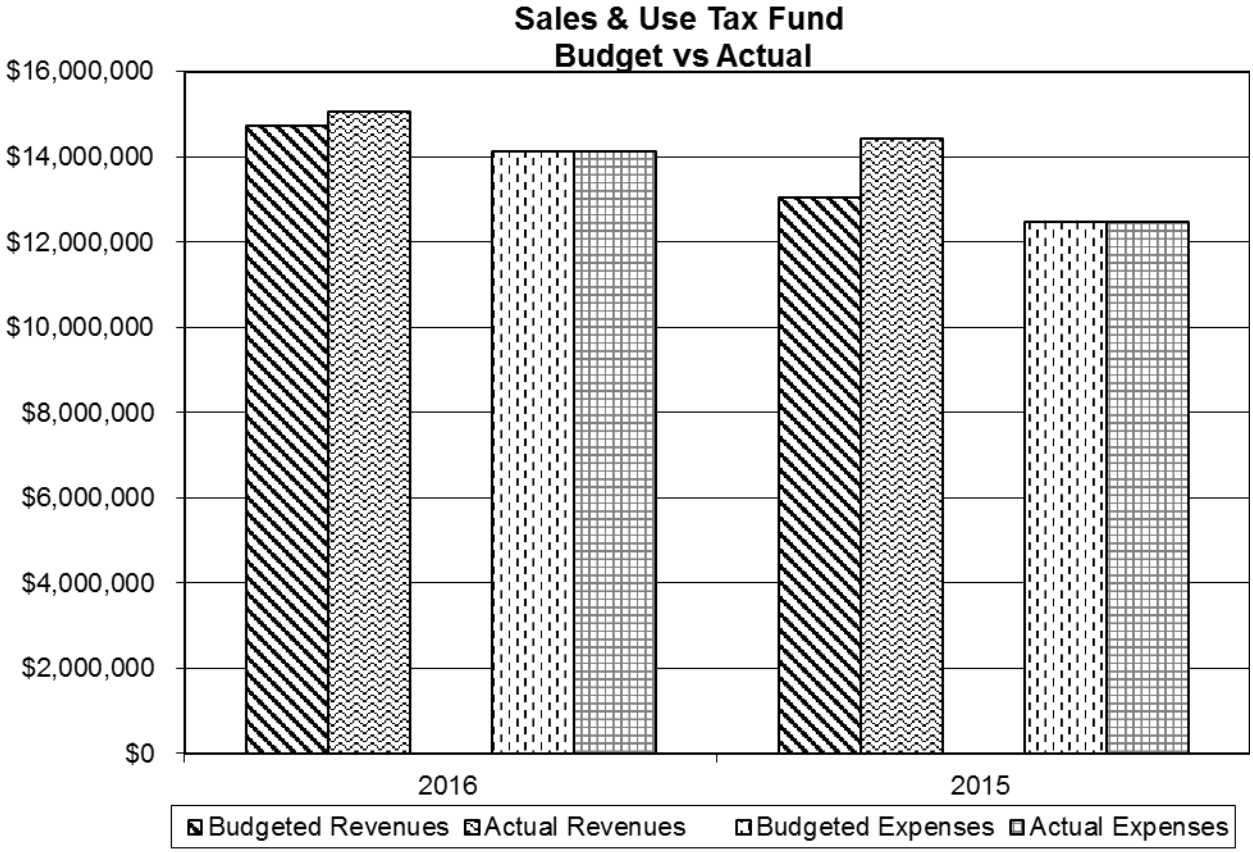
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. The budget numbers that are presented reflect the City's amended adopted budget. Both revenues and expense are pro-rated based on 10-year historical averages.

Current projections show General Fund revenues exceeding expenditures by $1,314,266. The following graph represents Budget vs. Actual for 2015-2016.

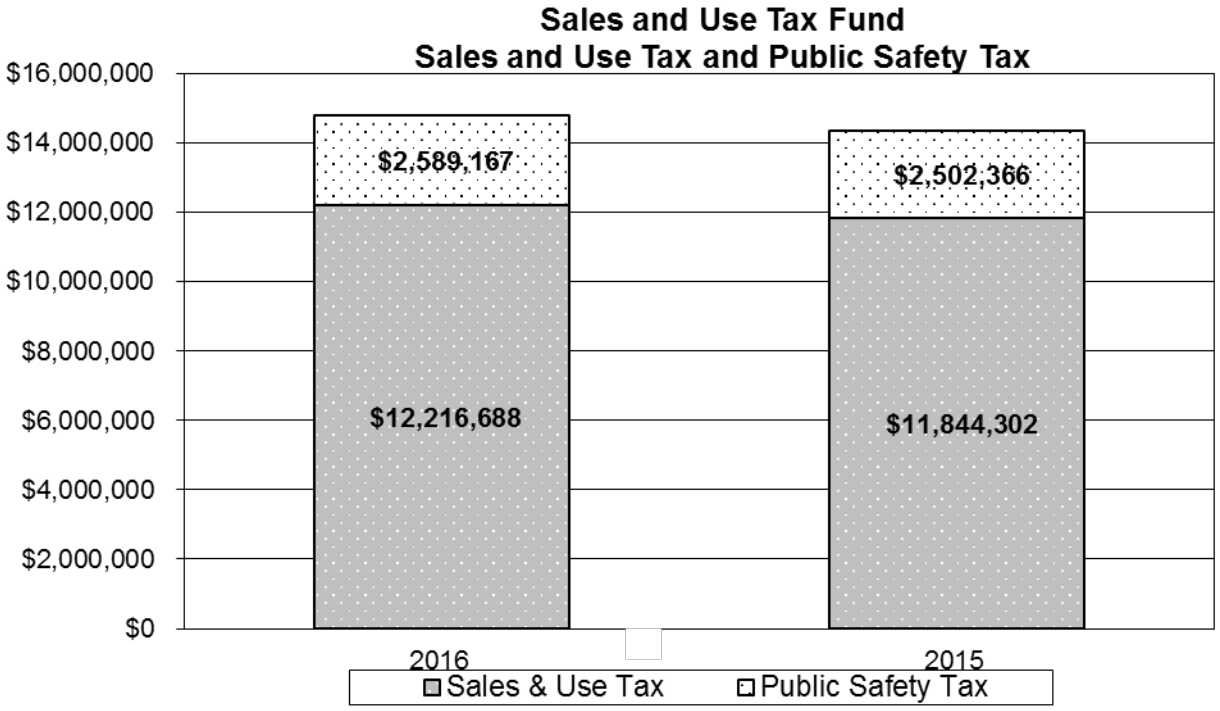


Current projections show the Sales and Use Tax Fund revenues exceeding expenditures by $318,869. On a year-to-date cash basis, total sales and use tax is up by 3.1% from 2015. Key components are listed below:

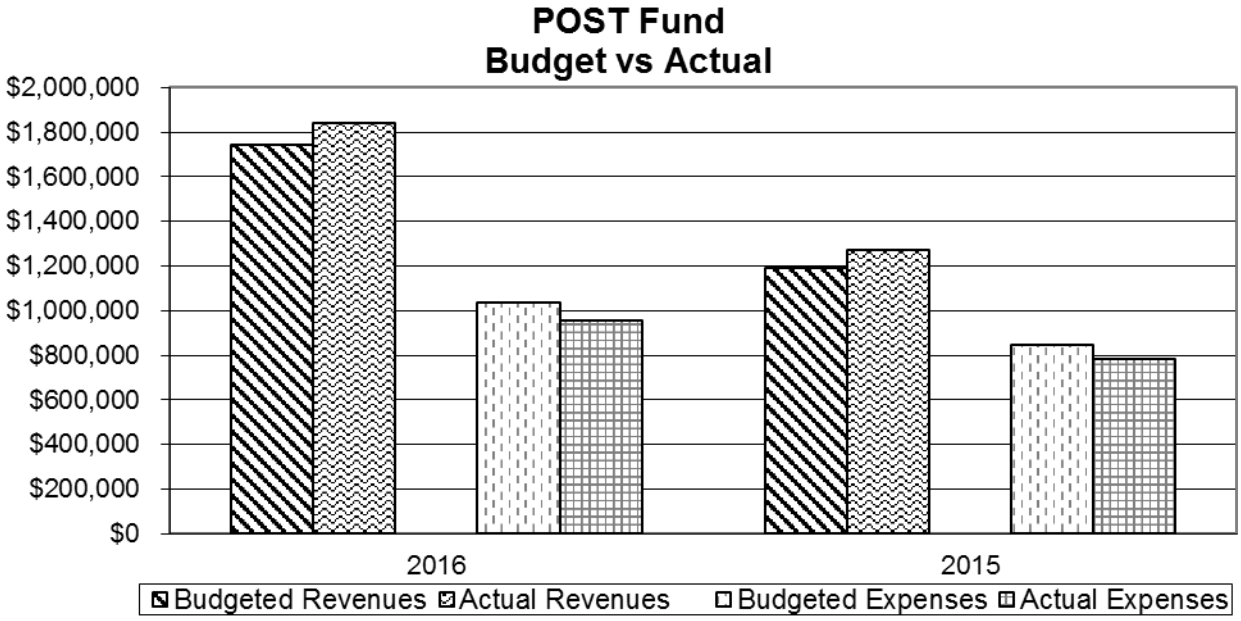
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 6.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 56.6% of all collections, are up 0.9% for the month when compared to 2015.
- Urban renewal areas make up 38.8% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 84.0% 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.

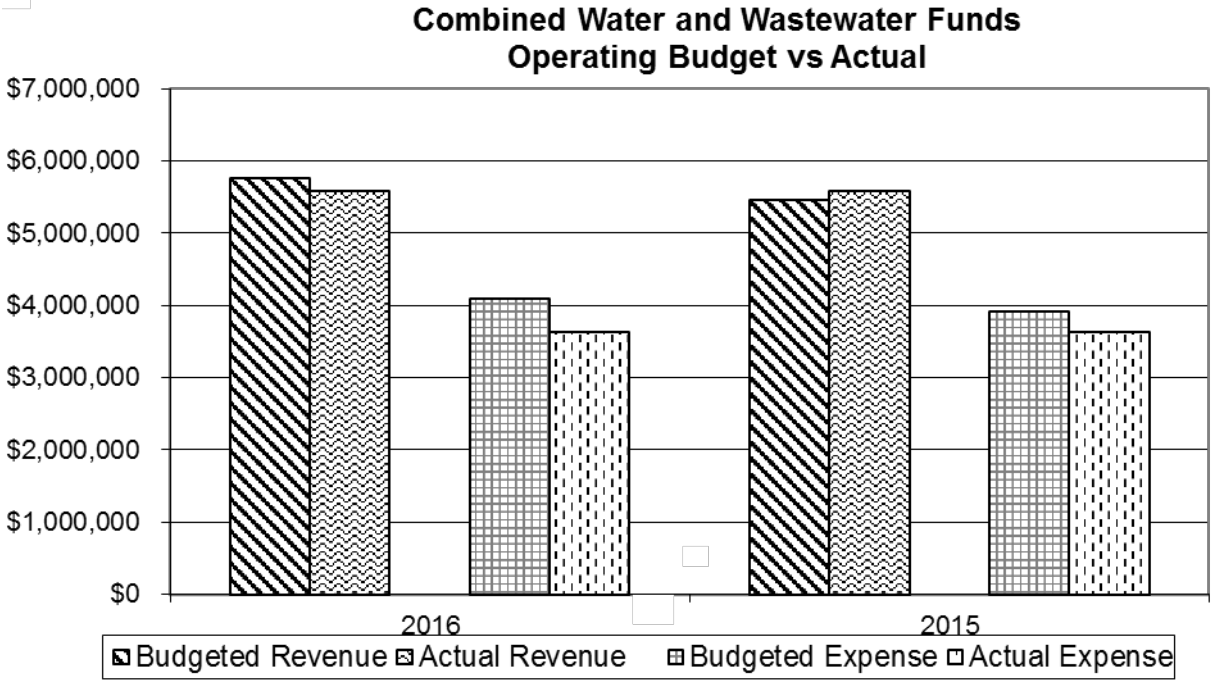


Current projections show Parks, Open Space and Trails (POST) Fund revenues and carryover exceeding expenditures by $178,735.

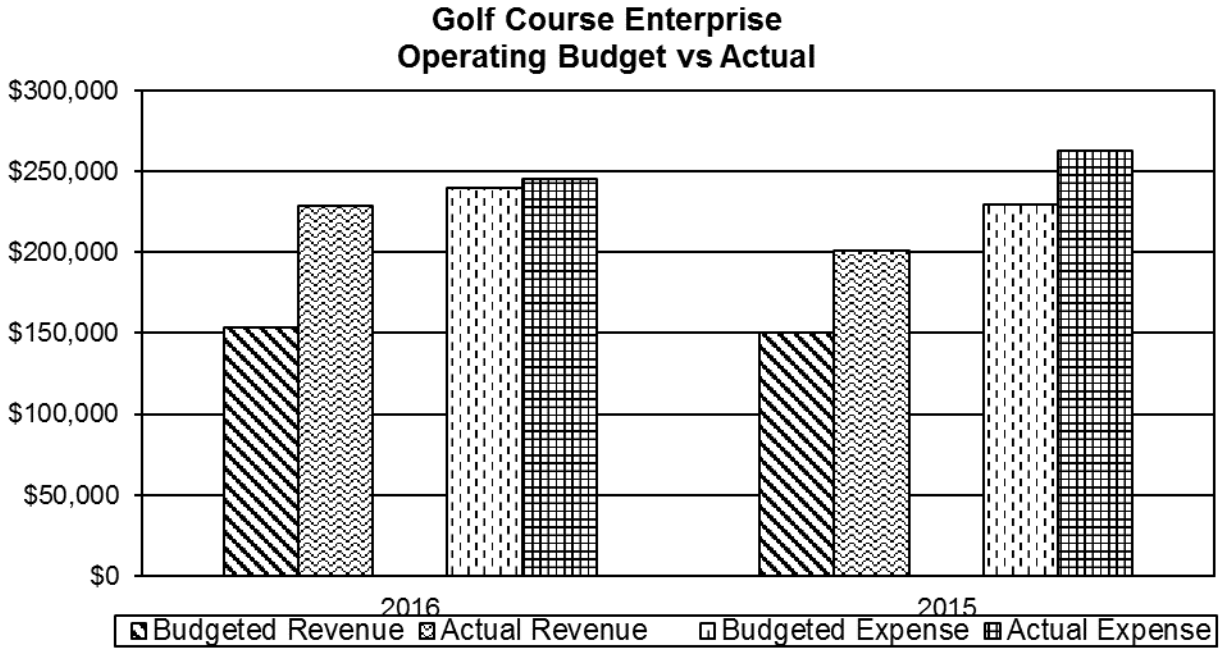


The year over year increase in revenue is primarily attributable to carryover as well as a license fee granting developer access to parkland property for the installation of drainage improvements.

Overall, current projections show combined Water and Wastewater Fund revenues under expenditures by $976,931, mostly due to tap fees. Operating projections show combined Water and Wastewater Fund revenues exceeding expenditures by $262,339.



Current projections show combined Golf Course Fund revenues and carryover over expenditures by $71,386. Operating projections show combined Golf Course Fund revenues over expenditures by $68,863.



The budget to actual revenue variances for both 2016 and 2015 are due mostly to Green Fees. The 2015 budget to actual expenditure variance is due mostly to personnel services and capital outlay costs.

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.

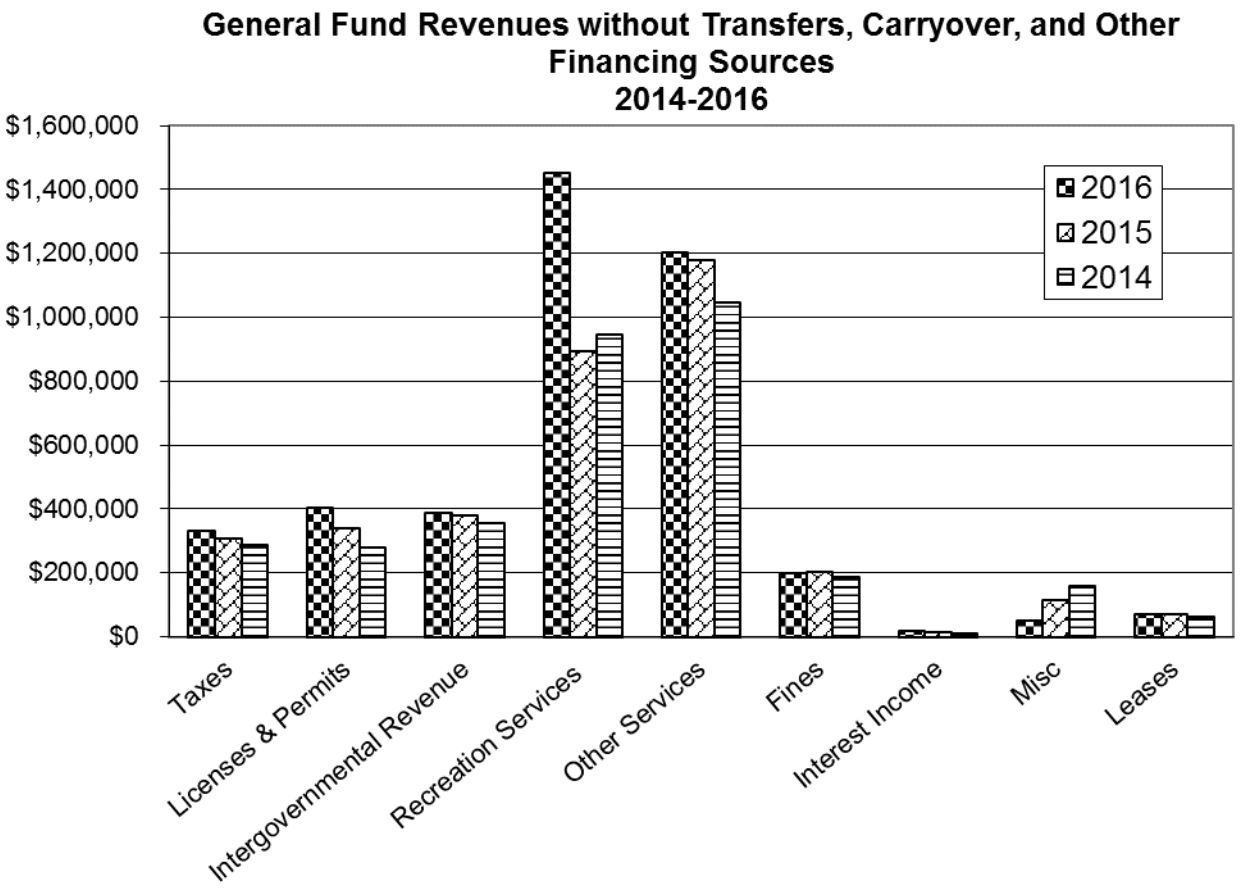
Background Information

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

General Fund

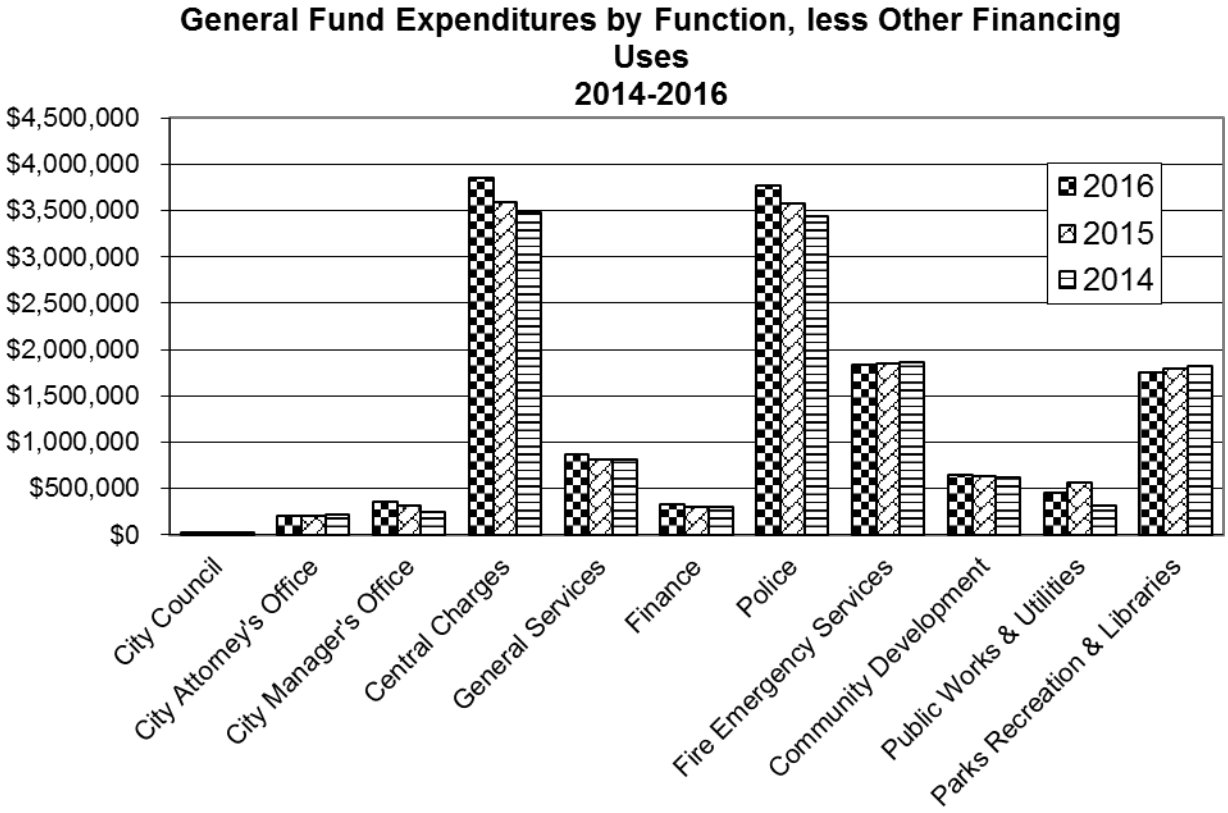
This fund reflects the result of the City's operating departments: Police, Fire, Public Works (Street Operations), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2014-2016 year-to-date.



Recreation Services revenue increased significantly due to boat permit revenue that historically has been collected beginning in March. Additionally, pass revenue increased at the recreation centers due to Fitness Week and other pass promotions.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2014-2016.

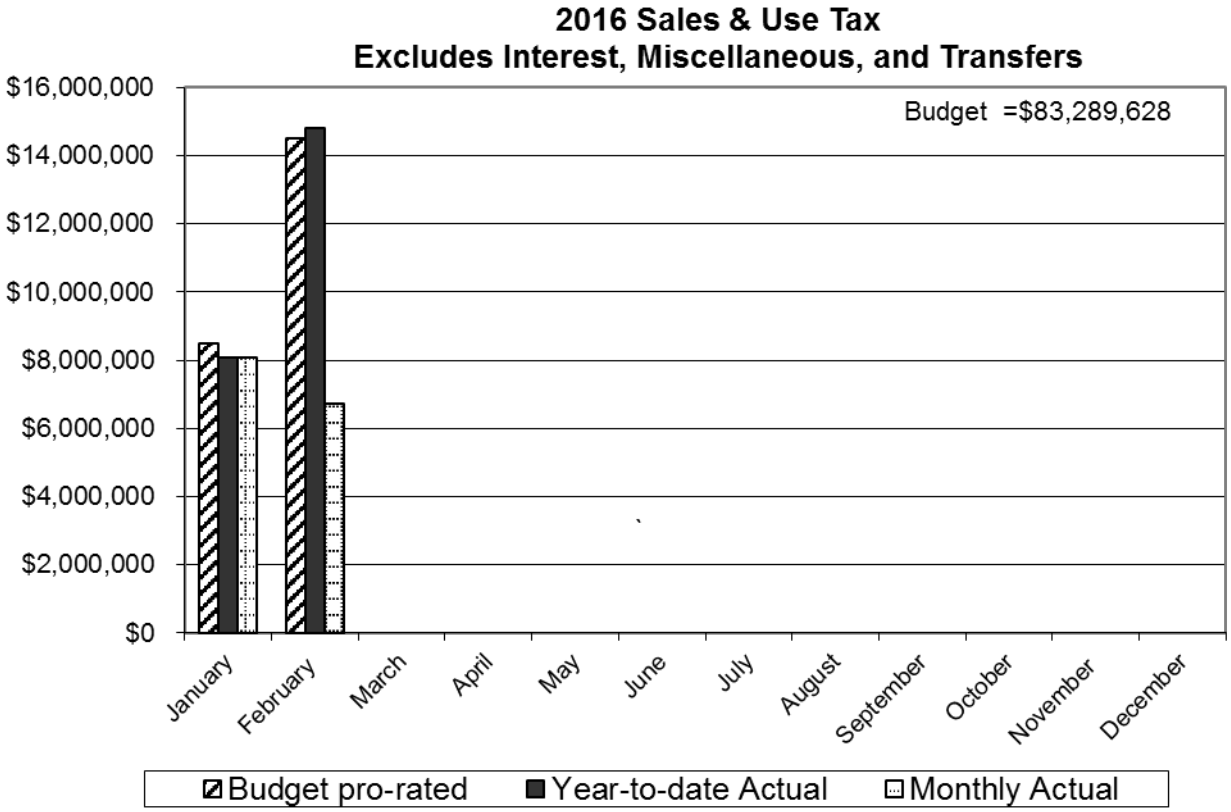


Central Charges is higher in 2016 compared to previous years mostly due to an increase in personnel services and contract services. Police is higher than prior years due mostly to an overall increase in budgets of the Police Department Investigative Services and Patrol Divisions.

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.

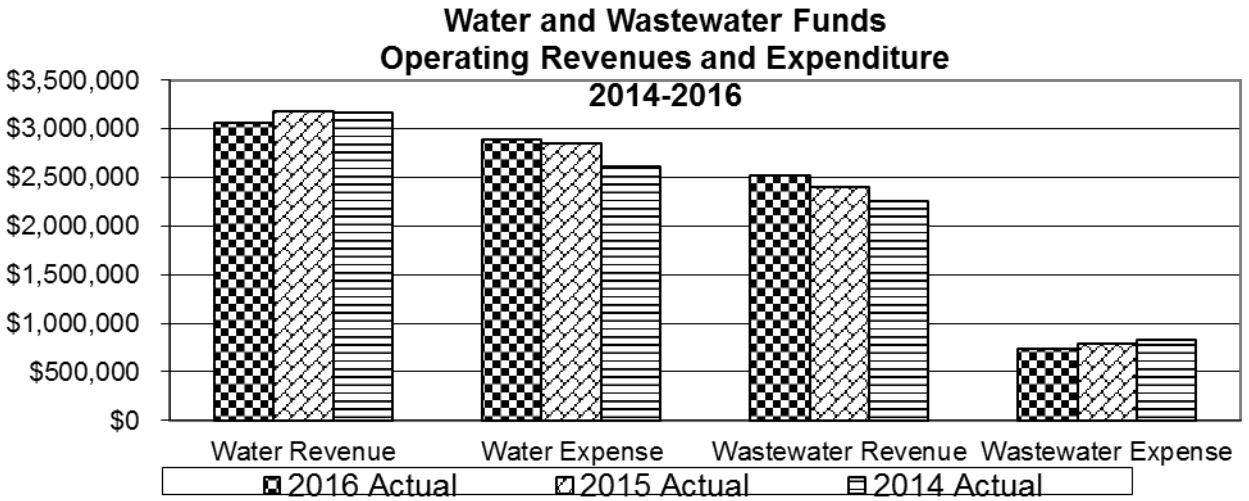
This chart indicates how the City's Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space and Trails Sales & Use Tax.



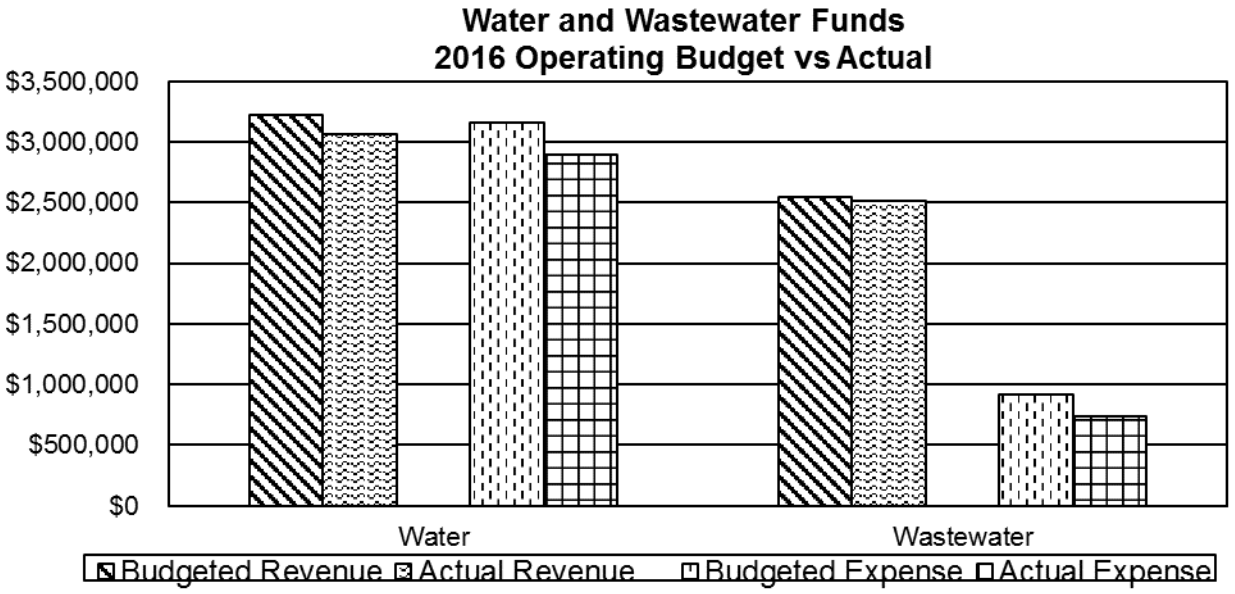
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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.

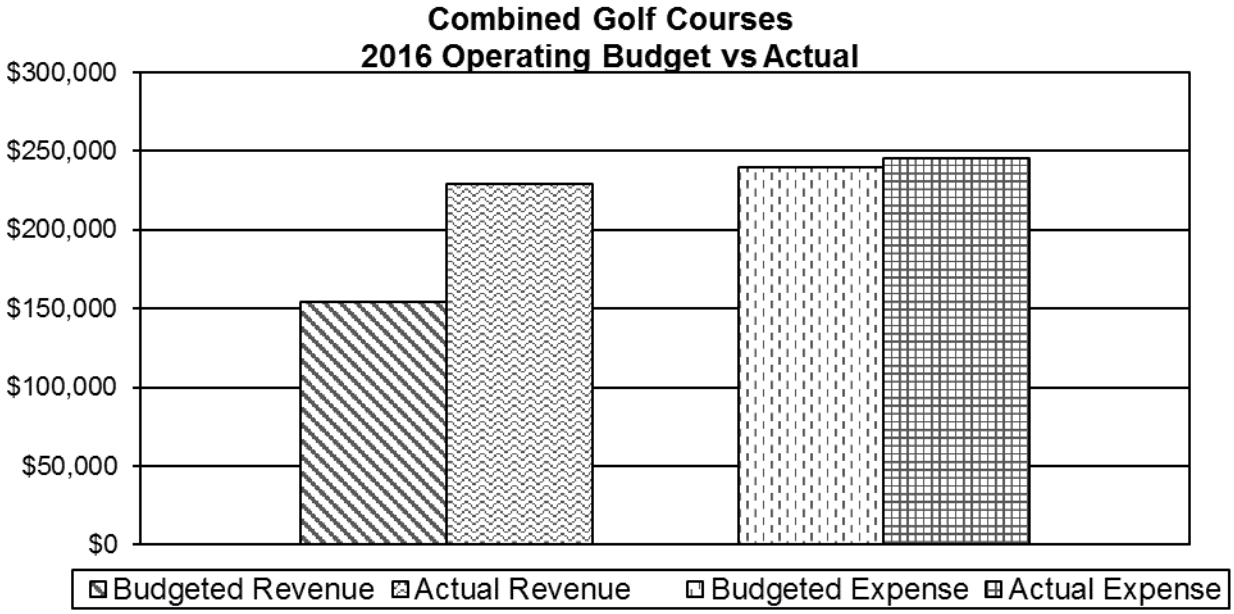


Fluctuations in revenue are mostly due to changes in billing rates.



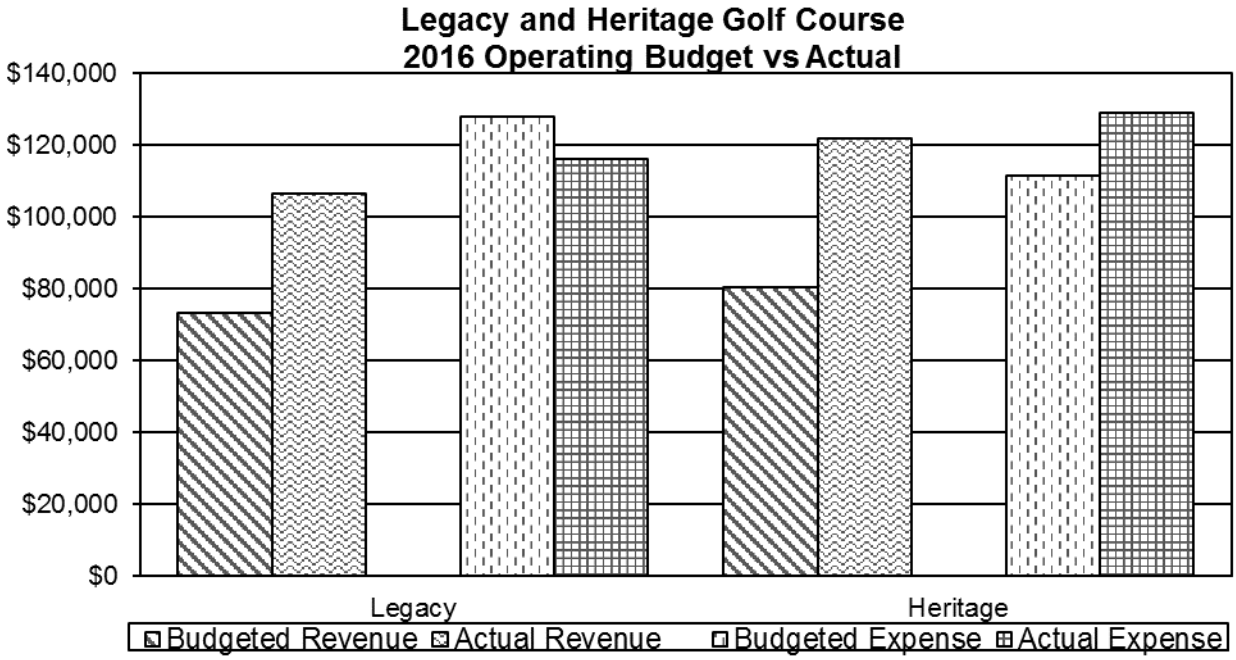
Golf Course Enterprise (Legacy and Heritage Golf Courses)

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



The budget to actual revenue variances is mostly due to Green Fees as a result of favorable winter weather.

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



Green Fees are driving the budget to actual revenue variances at both courses. The unfavorable expenditure variance at Heritage is mostly due to salaries, electricity and gas, and merchandise for resale.

Heritage revenue increased due to Green Fees. Legacy expense in 2016 exceeds that in 2014 due to health insurance premiums and energy costs. Legacy expense in 2015 includes the purchase of a vehicle. Heritage expense in 2014 is higher than subsequent years due to energy and commodity costs.

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 Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
General Fund						
Revenues						
Taxes	5,987,490	283,159		332,427	49,268	117.4%
Licenses & Permits	1,778,151	240,306		403,269	162,963	167.8%
Intergovernmental Revenue	6,111,815	370,291		388,835	18,544	105.0%
Charges for Services						
Recreation Services	7,455,835	952,512	(1)	1,452,007	499,495	152.4%
Other Services	10,514,715	1,261,967		1,202,221	(59,746)	95.3%
Fines	1,585,000	237,897		196,971	(40,926)	82.8%
Interest Income	85,000	10,623		18,918	8,295	178.1%
Miscellaneous	1,671,321	55,935		49,803	(6,132)	89.0%
Leases	401,779	68,775		68,775	0	100.0%
Interfund Transfers	74,926,633	12,487,772		12,487,772	0	100.0%
Total Revenues	110,517,739	15,969,237		16,600,998	631,761	104.0%
Expenditures						
City Council	268,525	27,746		22,065	(5,681)	79.5%
City Attorney's Office	1,429,560	202,928		203,562	634	100.3%
City Manager's Office	3,002,689	466,929		354,977	(111,952)	76.0%
Central Charges	28,829,139	3,976,317		3,859,651	(116,666)	97.1%
General Services	6,827,038	896,647		874,284	(22,363)	97.5%
Finance	2,354,605	325,210		333,447	8,237	102.5%
Police	23,348,727	3,596,637		3,768,431	171,794	104.8%
Fire Emergency Services	13,731,425	1,981,275		1,837,727	(143,548)	92.8%
Community Development	5,359,640	761,833		651,370	(110,463)	85.5%
Public Works & Utilities	9,258,731	593,826		456,509	(137,317)	76.9%
Parks, Recreation & Libraries	16,107,660	1,970,978		1,755,798	(215,180)	89.1%
Total Expenditures	110,517,739	14,800,326		14,117,821	(682,505)	95.4%
Revenues Over(Under) Expenditures	0	1,168,911		2,483,177	1,314,266	

(1) Favorable budget to actual variance due to the sale of boat permits and recreation pass promotions.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	56,964,603	10,311,643		10,408,496	96,853	100.9%
Sales Tx Audit Revenues	729,000	121,743		224,398	102,655	184.3%
S-T Rev. STX	57,693,603	10,433,386		10,632,894	199,508	101.9%
Use Tax						
Use Tax Returns	10,320,000	1,339,835		1,448,237	108,402	108.1%
Use Tax Audit Revenues	785,000	131,095		135,557	4,462	103.4%
S-T Rev. UTX	11,105,000	1,470,930		1,583,794	112,864	107.7%
Total STX and UTX	68,798,603	11,904,316		12,216,688	312,372	102.6%
Public Safety Tax						
PST Tax Returns	14,182,525	2,545,795		2,517,204	(28,591)	98.9%
PST Audit Revenues	308,500	51,520		71,963	20,443	139.7%
Total Rev. PST	14,491,025	2,597,315		2,589,167	(8,148)	99.7%
Interest Income	51,000	8,517		23,162	14,645	272.0%
Interfund Transfers	1,333,647	222,275		222,275	0	100.0%
Total Revenues	84,674,275	14,732,423		15,051,292	318,869	102.2%
Expenditures						
Central Charges	84,674,275	14,112,379		14,112,379	0	100.0%
Revenues Over(Under) Expenditures	0	620,044		938,913	318,869	

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
POST Fund						
Revenues						
Sales & Use Tax	6,045,813	1,077,197		1,081,105	3,908	100.4%
Interest Income	10,500	1,754		3,253	1,499	185.5%
Miscellaneous	70,000	11,667	(1)	105,212	93,545	901.8%
Interfund Transfers	96,353	16,059		16,059	0	100.0%
Sub-total Revenues	6,222,666	1,106,677		1,205,629	98,952	108.9%
Carryover	638,180	638,180		638,180	0	100.0%
Total Revenues	6,860,846	1,744,857		1,843,809	98,952	105.7%
Expenditures						
Central Charges	5,606,386	884,037		906,303	22,266	102.5%
Park Services	1,254,460	154,187		52,138	(102,049)	33.8%
Total Expenditures	6,860,846	1,038,224		958,441	(79,783)	92.3%
Revenues Over(Under) Expenditures	0	706,633		885,368	178,735	

(1) Budget to actual variance reflects fee for a license granting developer access to parkland property for installation of drainage improvements.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	12,500		17,700	5,200	141.6%
Rates and Charges	52,554,395	5,686,390		5,425,991	(260,399)	95.4%
Miscellaneous	410,000	68,334	(1)	131,937	63,603	193.1%
Total Operating Revenues	53,039,395	5,767,224		5,575,628	(191,596)	96.7%
Operating Expenditures						
Central Charges	6,649,235	1,108,206		1,115,657	7,451	100.7%
Finance	676,238	119,694		110,433	(9,261)	92.3%
Public Works & Utilities	23,047,053	2,291,172		1,916,519	(374,653)	83.6%
Parks, Recreation & Libraries	152,467	6,709		6,656	(53)	99.2%
Information Technology	3,619,222	557,360		479,941	(77,419)	86.1%
Total Operating Expenditures	34,144,215	4,083,141		3,629,206	(453,935)	88.9%
Operating Income (Loss)	18,895,180	1,684,083		1,946,422	262,339	
Other Revenue and Expenditures						
Tap Fees	12,475,191	2,079,199		812,999	(1,266,200)	39.1%
Interest Income	370,000	61,667		80,697	19,030	130.9%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	48,000,000	0		0	0	
Debt Service	(8,224,962)	0		0	0	
Reserve Transfer In	8,573,594	1,428,932		1,428,932	0	100.0%
Reserve Transfer Out	(4,666,003)	(777,667)		(777,667)	0	100.0%
Total Other Revenue (Expenditures)	56,527,820	2,792,131		1,552,861	(1,239,270)	
Revenues Over(Under) Expenditures	75,423,000	4,476,214	(2)	3,499,283	(976,931)	

(1) Budget to actual variance is due to affluent water sales.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	12,500		17,700	5,200	141.6%
Rates and Charges	37,296,395	3,143,390		2,913,612	(229,778)	92.7%
Miscellaneous	400,000	66,667	(1)	130,962	64,295	196.4%
Total Operating Revenues	37,771,395	3,222,557		3,062,274	(160,283)	
Operating Expenditures						
Central Charges	4,634,951	772,492		779,902	7,410	101.0%
Finance	676,238	119,694		110,433	(9,261)	92.3%
Public Works & Utilities	16,169,234	1,708,953		1,515,119	(193,834)	88.7%
PR&L Standley Lake	152,467	6,709		6,656	(53)	99.2%
Information Technology	3,619,222	557,360		479,941	(77,419)	86.1%
Total Operating Expenditures	25,252,112	3,165,208		2,892,051	(273,157)	91.4%
Operating Income (Loss)	12,519,283	57,349		170,223	112,874	
Other Revenue and (Expenditures)						
Tap Fees	10,285,828	1,714,305		599,490	(1,114,815)	35.0%
Interest Income	285,000	47,500		57,257	9,757	120.5%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	17,000,000	0		0	0	
Debt Service	(6,008,705)	0		0	0	
Reserve Transfer In	8,573,594	1,428,932		1,428,932	0	100.0%
Total Other Revenues (Expenditures)	30,135,717	3,190,737		2,093,579	(1,097,158)	
Revenues Over(Under) Expenditures	42,655,000	3,248,086	(2)	2,263,802	(984,284)	

(1) Budget to actual variance is due to effluent water sales.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	15,258,000	2,543,000		2,512,379	(30,621)	98.8%
Miscellaneous	10,000	1,667		975	(692)	58.5%
Total Operating Revenues	15,268,000	2,544,667		2,513,354	(31,313)	98.8%
Operating Expenditures						
Central Charges	2,014,284	335,714		335,755	41	100.0%
Public Works & Utilities	6,877,819	582,219		401,400	(180,819)	68.9%
Total Operating Expenditures	8,892,103	917,933		737,155	(180,778)	80.3%
Operating Income (Loss)	6,375,897	1,626,734		1,776,199	149,465	
Other Revenue and Expenditures						
Tap Fees	2,189,363	364,894		213,509	(151,385)	58.5%
Interest Income	85,000	14,167		23,440	9,273	165.5%
Other Financing Sources	31,000,000	0		0	0	
Debt Service	(2,216,257)	0		0	0	
Reserve Transfer Out	(4,666,003)	(777,667)		(777,667)	0	100.0%
Total Other Revenues (Expenditures)	26,392,103	(398,606)		(540,718)	(142,112)	
Revenues Over(Under) Expenditures	32,768,000	1,228,128	(1)	1,235,481	7,353	

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

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	4,134,605	644,998		640,910	(4,088)	99.4%
Interest Income	27,000	4,500		2,182	(2,318)	48.5%
Miscellaneous	456,611	76,102		0	(76,102)	
Sub-total Storm Drainage Revenues	4,618,216	725,600		643,092	(82,508)	88.6%
Carryover	59,894	59,894		59,894	0	100.0%
Total Revenues	4,678,110	785,494		702,986	(82,508)	89.5%
Expenditures						
General Services	86,200	1,293		12,398	11,105	958.9%
Community Development	202,984	28,215		27,438	(777)	97.2%
PR&L Park Services	200,000	12,300		12,255	(45)	99.6%
Public Works & Utilities	351,563	12,656		65	(12,591)	0.5%
Total Expenditures	840,747	54,464		52,156	(2,308)	95.8%
Revenues Over(Under) Expenditures	3,837,363	731,030	(1)	650,830	(80,200)	

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

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,366,750	153,835	(1)	228,714	74,879	148.7%
Total Revenues	3,366,750	153,835		228,714	74,879	148.7%
Operating Expenditures						
Central Charges	234,158	41,509		38,166	(3,343)	91.9%
Recreation Facilities	2,660,386	198,072		207,431	9,360	104.7%
Total Expenditures	2,894,544	239,581		245,597	6,017	102.5%
Operating Income (Loss)	472,206	(85,746)		(16,883)	68,863	
Other Revenues and Expenditures						
Interest Income	0	0		2,523	2,523	
Debt Service	(818,137)	(225,025)		(225,025)	0	100.0%
Interfund Transfers In	680,029	113,338		113,338	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	210,560	210,560		210,560	0	100.0%
Total Other Revenue (Expenditures)	(127,206)	(100,785)		(98,262)	2,523	
Revenues Over(Under) Expenditures	345,000	(186,531)	(2)	(115,145)	71,386	

(1) Budget to actual variance relates to green fees as a result of increased play.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,786,900	73,263	(1)	106,676	33,413	145.6%
Total Revenues	1,786,900	73,263		106,676	33,413	145.6%
Operating Expenditures						
Central Charges	142,775	25,700		21,293	(4,407)	82.9%
Recreation Facilities	1,324,902	102,287		95,051	(7,236)	92.9%
Total Expenditures	1,467,677	127,987		116,343	(11,643)	90.9%
Operating Income (Loss)	319,223	(54,724)		(9,667)	45,057	
Other Revenues and Expenditures						
Interest Income	0	0		1,525	1,525	
Debt Service	(160,125)	(110,580)		(110,580)	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	140,560	140,560		140,560	0	100.0%
Total Other Revenue (Expenditures)	(219,223)	(169,678)		(168,153)	1,525	
Revenues Over(Under) Expenditures	100,000	(224,402)	(2)	(177,821)	46,582	

(1) Budget to actual variance relates to green fees as a result of increased play.
(2) Net revenues are used to fund capital projects and reserves.

City of Westminster
Financial Report
For Two Months Ending February 29, 2016

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,579,850	80,572	(1)	122,038	41,466	151.5%
Total Revenues	1,579,850	80,572		122,038	41,466	151.5%
Operating Expenditures						
Central Charges	91,383	15,809		16,873	1,064	106.7%
Recreation Facilities	1,335,484	95,785		112,381	16,596	117.3%
Total Expenditures	1,426,867	111,594		129,254	17,660	115.8%
Operating Income (Loss)	152,983	(31,022)		(7,216)	23,806	
Other Revenues and Expenditures						
Interest Income	0	0		998	998	
Debt Service	(658,012)	(114,444)		(114,444)	0	100.0%
Interfund Transfers	680,029	113,338		113,338	0	100.0%
Carryover	70,000	70,000		70,000	0	100.0%
Total Other Revenue (Expenditures)	92,017	68,894		69,892	998	
Revenues Over(Under) Expenditures	245,000	37,872	(2)	62,676	24,804	

(1) Budget to actual variance relates to green fees as a result of increased play.
(2) Net revenues are used to fund capital projects and reserves.

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
FEBRUARY 2016 YEAR-TO-DATE

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	1,204,969	31,880	1,236,849	1,113,930	23,983	1,137,913	8	33	9
144TH & I-25									
JC PENNEY/MACY'S/TARGET									
WESTFIELD SHOPPING CENTER	832,478	29,169	861,647	687,156	8,349	695,505	21	249	24
NW CORNER 92ND & SHER									
WALMART 92ND									
SHOPS AT WALNUT CREEK	637,111	6,726	643,837	580,326	3,211	583,537	10	109	10
104TH & REED									
TARGET									
NORTHWEST PLAZA	598,650	2,014	600,664	562,498	1,450	563,948	6	39	7
SW CORNER 92 & HARLAN									
COSTCO									
SHERIDAN CROSSING	434,664	3,443	438,107	408,526	7,370	415,896	6	(53)	5
SE CORNER 120TH & SHER									
KOHL'S									
BROOKHILL I & II	410,368	1,750	412,118	401,551	2,561	404,112	2	(32)	2
N SIDE 88TH OTIS TO WADS									
HOME DEPOT									
INTERCHANGE BUSINESS CENTER	405,262	1,102	406,364	376,091	7,712	383,803	8	(86)	6
SW CORNER 136TH & I-25									
WALMART 136TH									
SHOENBERG CENTER	396,767	2,120	398,887	386,663	3,372	390,035	3	(37)	2
SW CORNER 72ND & SHERIDAN									
WALMART 72ND									
NORTH PARK PLAZA	390,490	1,729	392,219	380,610	2,335	382,945	3	(26)	2
SW CORNER 104TH & FEDERAL									
KING SOOPERS									
PROMENADE SOUTH/NORTH	387,484	51,625	439,109	353,623	47,605	401,228	10	8	9
S/N SIDES OF CHURCH RANCH BLVD									
SHANE/AMC									
CITY CENTER MARKETPLACE	332,615	7,354	339,969	406,713	1,923	408,636	(18)	282	(17)
NE CORNER 92ND & SHERIDAN									
BARNES & NOBLE									
STANDLEY SHORES CENTER	287,775	2,215	289,990	267,752	757	268,509	7	193	8
SW CORNER 100TH & WADS									
KING SOOPERS									
VILLAGE AT THE MALL	187,636	17,682	205,318	177,875	7,812	185,687	5	126	11
S SIDE 88TH DEPEW-HARLAN									
LOWE'S									
BRADBURN VILLAGE	138,195	952	139,147	118,660	57,861	176,521	16	(98)	(21)
120TH & BRADBURN									
WHOLE FOODS									

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
FEBRUARY 2016 YEAR-TO-DATE

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
ROCKY MOUNTAIN PLAZA	126,271	256	126,527	123,151	752	123,903	3	(66)	2
SW CORNER 88TH & SHER									
GUITAR STORE									
WESTMINSTER CROSSING	122,938	866	123,804	119,457	941	120,398	3	(8)	3
136TH & I-25									
LOWE'S									
WESTMINSTER MALL	114,761	1,070	115,831	109,754	927	110,681	5	15	5
88TH & SHERIDAN									
JC PENNEY									
WESTMINSTER PLAZA	114,355	762	115,117	121,766	1,237	123,003	(6)	(38)	(6)
FEDERAL-IRVING 72ND-74TH									
SAFEWAY									
VILLAGE AT PARK CENTRE	110,949	7,679	118,628	99,170	2,659	101,829	12	189	16
NW CORNER 120TH & HURON									
CB & POTTS									
BROOKHILL IV	81,880	1,226	83,106	77,060	3,409	80,469	6	(64)	3
E SIDE WADS 90TH-92ND									
MURDOCH'S									
NORTHVIEW	71,131	346	71,477	86,265	1,888	88,153	(18)	(82)	(19)
92ND AVE YATES TO SHERIDAN									
H MART									
RANCHO PLAZA	61,522	422	61,944	22,603	3,195	25,798	172	(87)	140
SE CORNER 72ND & FEDERAL									
WALMART MARKET									
BOULEVARD SHOPS	57,637	1,056	58,693	54,833	4,525	59,358	5	(77)	(1)
94TH & WADSWORTH CORRIDOR									
AMERICAN FURNITURE WAREHOUSE									
STANDLEY LAKE MARKETPLACE	56,345	27,048	83,393	58,264	1,846	60,110	(3)	1,365	39
NE CORNER 99TH & WADSWORTH									
SCANDANAVIAN DESIGNS									
STANDLEY PLAZA	54,520	931	55,451	56,861	867	57,728	(4)	7	(4)
SW CORNER 88TH & WADS									
WALGREENS									
TOTALS	7,616,773	201,423	7,818,196	7,151,158	198,547	7,349,705	7	1	6

Note: Figures reflect adjustments made for timing differences in receipt of some tax returns

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF FEBRUARY 2016

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	410,874	12,506	423,380	343,984	11,728	355,712	19	7	19
144TH & I-25									
JC PENNEY/MACY'S/TARGET									
WESTFIELD SHOPPING CENTER	333,212	28,566	361,778	277,490	6,815	284,305	20	319	27
NW CORNER 92ND & SHER									
WALMART 92ND									
NORTHWEST PLAZA	277,397	636	278,033	260,917	478	261,395	6	33	6
SW CORNER 92 & HARLAN									
COSTCO									
SHOPS AT WALNUT CREEK	235,313	4,501	239,814	222,787	1,314	224,101	6	243	7
104TH & REED									
TARGET									
BROOKHILL I & II	177,643	967	178,610	171,547	747	172,294	4	29	4
N SIDE 88TH OTIS TO WADS									
HOME DEPOT									
PROMENADE SOUTH/NORTH	148,986	21,711	170,697	142,311	26,900	169,211	5	(19)	1
S/N SIDES OF CHURCH RANCH BLVD									
SHANE/AMC									
SHOENBERG CENTER	166,264	715	166,979	161,116	2,510	163,626	3	(72)	2
SW CORNER 72ND & SHERIDAN									
WALMART 72ND									
INTERCHANGE BUSINESS CENTER	165,761	690	166,451	152,122	505	152,627	9	37	9
SW CORNER 136TH & I-25									
WALMART 136TH									
SHERIDAN CROSSING	150,469	1,393	151,862	148,945	2,180	151,125	1	(36)	0
SE CORNER 120TH & SHER									
KOHL'S									
NORTH PARK PLAZA	133,867	478	134,345	127,149	811	127,960	5	(41)	5
SW CORNER 104TH & FEDERAL									
KING SOOPERS									
CITY CENTER MARKETPLACE	103,244	6,457	109,701	119,873	935	120,808	(14)	591	(9)
NE CORNER 92ND & SHERIDAN									
BARNES & NOBLE									
STANDLEY SHORES CENTER	102,879	833	103,712	93,718	458	94,176	10	82	10
SW CORNER 100TH & WADS									
KING SOOPERS									
VILLAGE AT THE MALL	59,734	17,498	77,232	51,400	6,136	57,536	16	185	34
S SIDE 88TH DEPEW-HARLAN									
LOWE'S									
BRADBURN VILLAGE	71,967	204	72,171	69,472	5,857	75,329	4	(97)	(4)
120TH & BRADBURN									
WHOLE FOODS									

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF FEBRUARY 2016

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
VILLAGE AT PARK CENTRE	64,806	6,812	71,618	51,858	304	52,162	25	2,141	37
NW CORNER 120TH & HURON									
CB & POTTS									
WESTMINSTER PLAZA	55,945	365	56,310	54,133	387	54,520	3	(6)	3
FEDERAL-IRVING 72ND-74TH									
SAFEWAY									
ROCKY MOUNTAIN PLAZA	54,545	224	54,769	54,205	395	54,600	1	(43)	0
SW CORNER 88TH & SHER									
GUITAR STORE									
STANDLEY LAKE MARKETPLACE	28,489	24,640	53,129	29,909	1,063	30,972	(5)	2,218	72
NE CORNER 99TH & WADSWORTH									
SCANDANAVIAN DESIGNS									
LUCENT/KAISER CORRIDOR	9,010	41,708	50,718	7,972	18,966	26,938	13	120	88
112-120 HURON - FEDERAL									
LUCENT TECHNOLOGY									
WESTMINSTER CROSSING	46,328	538	46,866	48,825	190	49,015	(5)	183	(4)
136TH & I-25									
LOWE'S									
MEADOW POINTE	38,192	213	38,405	23,682	91	23,773	61	134	62
NE CRN 92ND & OLD WADS									
CARRABAS									
BROOKHILL IV	34,400	184	34,584	32,067	302	32,369	7	(39)	7
E SIDE WADS 90TH-92ND									
MURDOCH'S									
RANCHO PLAZA	34,276	63	34,339	14,552	3,195	17,747	136	(98)	93
SE CORNER 72ND & FEDERAL									
WALMART MARKET									
WESTMINSTER MALL	34,038	1,014	35,052	34,157	356	34,513	0	185	2
88TH & SHERIDAN									
JC PENNEY									
GREEN ACRES	32,413	1,182	33,595	37,032	0	37,032	(12)	--	(9)
NORTH SIDE 112TH SHER-FED									
CONOCO/FRCC									
TOTALS	2,970,052	174,098	3,144,150	2,731,223	92,623	2,823,846	9	88	11

Note: Figures reflect adjustments made for timing differences in receipt of some tax returns

WESTMINSTER

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Shoenberg Farms Milk House Rehabilitation

Prepared By: Ryan Johnson, Senior Projects Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Summit Construction Specialties Inc., in the amount of $113,082 as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of $11,308 for a total authorized expenditure of $124,390.

Summary Statement

- The City Council authorized and the City received a grant from the State Historical Fund (SHF) in April, 2013 in the amount of $172,704 for rehabilitation of the Milk House structure located just east of the Barn Building.
- Of the total grant award of $172,704, $87,073 will be committed towards this contract. The remainder of the grant funds will be used for future elements of the Milk House rehabilitation.
- The scope of work for this grant included:
    - Site Preparation/Shoring
    - Foundation Repair
    - Masonry Repair
    - Architectural Services & Archaeological Services
    - Project Management
    - Performance Bonding
- This project was initially sent out for bid in August, 2014 resulting in only one bid which was in excess of $100,000 over the original budget of $61,182 of the SHF grant funded scope.
- A second round of bid solicitation occurred in November, 2014 resulting in no bidders.
- The City has successfully applied for an extension from the SHF to complete this project.
- The City changed its approach in 2015 to bidding for each element of the project individually in order to attract bids for this project.
- Late in 2015, the City finally received one bid from Summit Construction Specialties Inc. for this scope as long as a 2016 start date was contemplated.
- Rehabilitation work will commence in the Spring of 2016 and conclude by the Fall of 2016.
- The contract with Summit Construction Specialties Inc. includes site preparation work and demolition as well as temporary shoring for the Shoenberg Farm Milk House.
- Adequate funds are available and were budgeted for this expense.

Expenditure Required: $124,390

Source of Funds: State Historic Funds Grant Proceeds (70% - $87,073) and Shoenberg Site Improvements CIP Funds (30% - $37,317)

Policy Issue

Should the City proceed with the rehabilitation of the Shoenberg Farm Milk House?

Alternative

Council could choose to delay the rehabilitation of the Milk House or not pursue this project at all. Staff recommends proceeding with this contract and the larger rehabilitation since the City has been successful in receiving a grant from the SHF to help complete this work. Additionally, this structure is in dire need of rehabilitation in order to ensure that the structure does not continue to deteriorate. Postponing this work increases the risk of not completing this project within the timeline requested in our extension and potentially jeopardizing the City's ability to lock in contractor pricing given the favorable market for construction right now.

Background Information

The City received and entered into a grant from the State Historical Fund in April 2013 for $172,704, to which the City agreed to a cash match of $72,730. At that time the scope of work for the SHF grant did not include needed work to rehab the building to completeness, leaving the need for further funding for the doors, windows and roof.

Subsequently, City staff made two additional attempts to solicit further funding from SHF in the October, 2013 and April, 2014 grant rounds. At those times, neither grant application was funded by the SHF in either respective grant cycle.

The project was sent out for bid initially in August, 2014, with only one bid submitted, which was in excess of $100,000 over budget of the SHF grant funded scope. Staff then conducted another round of bid solicitation in November, 2014 yielding no bids again.

The original SHF contract was scheduled to reach term on April 15, 2015. In December, 2014 City staff met with SHF staff to discuss the next approach to completing the project. An agreement was made to modify the SHF contract budget to hire a qualified Project Manager in lieu of the General Contractor, who would solicit bids directly from subcontractors to complete all of the elements of the SHF funded grant project scope of work.

In February 2015, City staff applied for and was granted an extension to the original SHF contract, which amended the budget to account for a Project Manager vs. General Contractor, and extended the term for project completion to April, 2016.

During the summer of 2015, the City's Project Manager had been unable to receive any bids due to the lack of available, qualified contractors who are authorized to work on historic preservation projects. However, City staff was advised at that time if the City were to push out the construction start date into 2016, we would be likely to get at least one bid for each element of the rehabilitation of the Milk House.

This particular contract is specifically for site preparation, and shoring for the Milk House Structure. The selected contractor is Summit Construction Specialties Inc. They have a very positive reputation and have worked on various historic preservation projects in the Denver Metro area. Additionally, the City's Project Manager has had success in working with this contractor in the past. This contract is for $113,082 plus a 10% contingency of $11,308.20 for a total project budget of $124,390.20. Of this total contract amount, $87,073 will come from the SHF grant with the balance ($37,317) will be funded through the Shoenberg Site Improvement CIP funds. This will leave a balance of $85,631 for the SHF grant funds to be used on other elements of the Milk House rehabilitation.

This proposed work would commence in April, 2016 and be completed by the late spring, 2016. Concurrently, additional work will be taking place at this site most notably with foundation repair work scheduled to also occur in the spring of 2016. The remainder of the scope of work will take place throughout the summer and into the fall of 2016. Adequate funding is available for all of the structural rehabilitation and cosmetic improvements (i.e. roof replacement, exterior painting etc.) will occur towards the end of the project with any remaining funds in the account.

This rehabilitation of the Shoenberg Farm Milk House meets the City Council's strategic plan goal of a *Beautiful, Desirable, Safe and Environmentally Responsible City* by investing in the preservation of Westminster's historical assets and creating a more attractive sense of place at this particular historical site.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: 2016 Transportation Investment Generating Economic Recovery Program Grant Application for US 36 Bikeway Underpasses

Prepared By: David R. Downing, City Engineer

Recommended City Council Action

Authorize City staff to submit a project application to the United States Department of Transportation for a 2016 "Transportation Investment Generating Economic Recovery" grant to fund the design and construction of underpasses of Sheridan Boulevard and Church Ranch Boulevard that would provide grade-separated crossings of these arterial streets for users of the US 36 Bikeway.

Summary Statement

- The United States Department of Transportation (USDOT) is currently soliciting applications for the 2016 Transportation Investment Generating Economic Recovery (TIGER) grant program. Applications are due to the USDOT on April 29, 2016.

- The projects selected for inclusion in the TIGER grant program will be funded with federal and local dollars. The minimum local match to any application for federal funding has been set at 20% of the total project cost. The project cost is currently estimated to be about $8 million. A more refined cost estimate will be available upon the completion of the final design.

- Staff recommends that a project application be submitted for the construction of a bike/pedestrian and transit underpass of Sheridan Boulevard just south of the US 36 and Sheridan Boulevard interchange. The east side of the underpass will connect to the existing Regional Transportation District (RTD) Sheridan Station Park-n-Ride parking lot, and the west side of the underpass will provide a connection to the newly constructed US 36 Bikeway as well as the Downtown Westminster site. From the Park-n-Ride parking lot, the Bikeway can be routed along the east side of Sheridan Boulevard to the south, thus avoiding the current at-grade crossings of both 88th Avenue and Sheridan Boulevard. One additional southbound lane is proposed to be added to Sheridan Boulevard between US 36 and 88th Avenue to allow the full utilization of the new bridge over the highway for 3 southbound through lanes. The other element of this project consists of providing grade-separated crossings for the US 36 Bikeway at the 104th Avenue/Church Ranch Boulevard interchange on US 36. Schematics for the proposed project elements are attached.

- Financial participation in the required local match will be solicited from the Colorado Department of Transportation (CDOT), which previously offered a significant contribution for virtually the identical project when the City submitted a Denver Regional Council of Governments (DRCOG) grant application in 2014.

Expenditure Required: $1,600,000 (20% of $8 million)

Source of Funds: General Capital Improvement Fund

Policy Issue

Should the City submit an application to the USDOT for federal funding and budget for local matching funds for the recommended project on Sheridan Boulevard and Church Ranch Boulevard?

Alternatives

Council could choose not to submit a project application to the USDOT for the 2016 TIGER grant program. However, the proposed project would address several key transportation and mobility needs within this portion of the City. Staff also believes that this project will be competitive in the TIGER grant evaluation process due to the enthusiastic support that has already been voiced by representatives of CDOT and federal legislators.

Background Information

The USDOT is currently soliciting project applications for federal funding under the 2016 TIGER grant program. Staff recommends that the City apply for such a grant to fund a proposed project that would include the construction of a bike/pedestrian and transit underpass of Sheridan Boulevard just south of the US 36 and Sheridan Boulevard interchange. The east side of the underpass will connect to the existing Regional Transportation District (RTD) Sheridan Station Park n Ride parking lot, and the west side of the underpass will provide a connection to the newly constructed US 36 Bikeway, which runs from Boulder to Westminster (and continuing to Denver via other trail connections), and the 105-acre Downtown Westminster development via 89th Avenue. The proposed underpass will serve as a convenient re-routing of the Bikeway that eliminates the need for users to cross both heavily traveled 88th Avenue and Sheridan Boulevard at-grade. The underpass will also allow local buses serving the new Downtown Westminster and RTD patrons to gain easier access to the Park-n-Ride facility. During initial meetings between City staff and RTD staff, the District representatives have been hesitant to immediately agree to permit private vehicles to also use the underpass to gain access to the Park-n-Ride parking lot due to pending plans to reconfigure that parking lot and the bus loading platform on the southwest side of the highway. City staff understands this reluctance, and both parties agreed to revisit this issue once plans for the reconfiguration plans are finalized. In the meantime, the allowance of Bikeway patrons and local buses to use the underpass in order to avoid the heavily traveled arterial roadways would be a huge benefit to the commuting public.

The proposed project also includes the completion of the widening of a 1200-foot long segment of Sheridan Boulevard, thus allowing the full utilization of the bridge over US 36 that was recently installed by the Colorado Department of Transportation (CDOT) as part of the US 36 Managed Lanes Project. Due to budget limitations, the construction of this additional lane was not accomplished by CDOT. As a result, southbound motorists must avoid driving in the western-most lane of the bridge at this time since there is no "receiving" lane just south of the overpass. By adding this new lane to Sheridan Boulevard, the full width of the bridge will be able to carry traffic, thus adding capacity to the roadway in its most congested stretch.

The final element of this project consists of the provision of grade-separated crossings for the US 36 Bikeway at the 104th Avenue/Church Ranch Boulevard interchange on the highway. It should be noted that this proposed project will eliminate all of the current at-grade crossings of very busy arterial streets along the entire length of the US 36 Bikeway.

The approximate cost of the proposed project is $8 million dollars. CDOT, RTD and a host of neighboring jurisdictions and transportation-related agencies join the City of Westminster in endorsing this proposed project. City staff was also recently able to secure a commitment for letters of support for this TIGER grant application from the offices of Senator Bennett and Congressman Perlmutter.

Despite the RTD staff's enthusiasm for the underpass feature, District officials have announced that they would be unable to participate as financial partners with the City in the necessary local match for this project. However, CDOT staff have indicated that the Department may be able to assist with the local match. Unfortunately, such a decision from CDOT is not anticipated until very near the April 29 deadline for applications to the USDOT. Nonetheless, City staff believe that this is a very worthy project, and it is expected that the high level of current traffic congestion along this stretch of Sheridan Boulevard would cause the project to score well in the USDOT evaluation process. Therefore, staff's recommendation to Council is to submit this project with the hope that CDOT could offer up to $800,000 of the $1.6 million required local match, but the City would pay the entire local match, if necessary. Staff understands that an additional $800,000 investment by the City is a significant consideration for the Council, and such a recommendation would not be made if staff was not convinced of the value of the improvements to be provided by this proposed project.

This project meets Council's Strategic Plan Goal of ***Ease of Mobility*** by providing improved walkability, bike-friendly and drivable facilities as well as enhancements to the public transportation system.

Respectfully submitted,

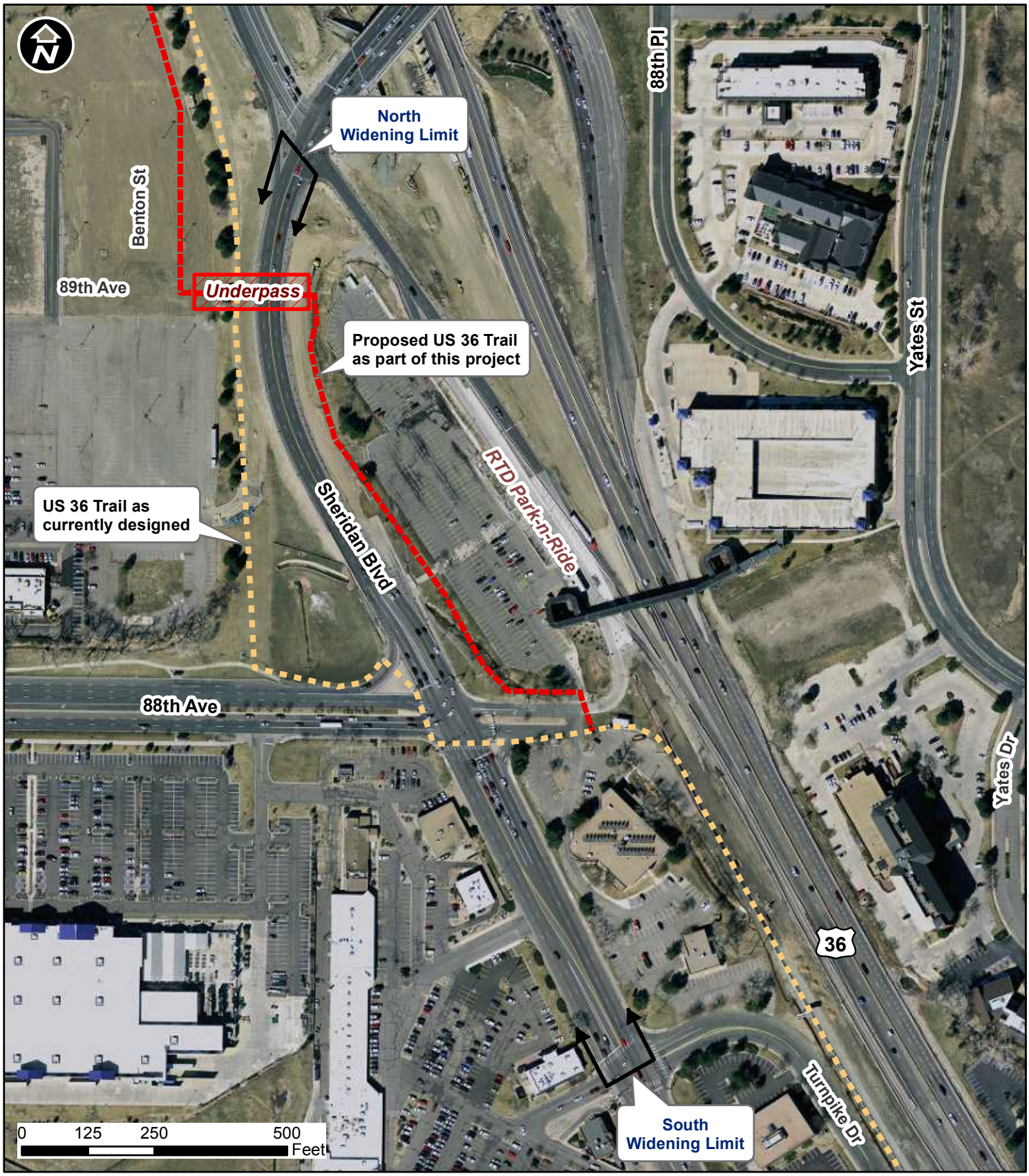
Donald M. Tripp
City Manager

Attachments: Sheridan Blvd and US 36 Bike and Pedestrian Underpass
US 36 at Church Ranch Blvd. Bike Underpass

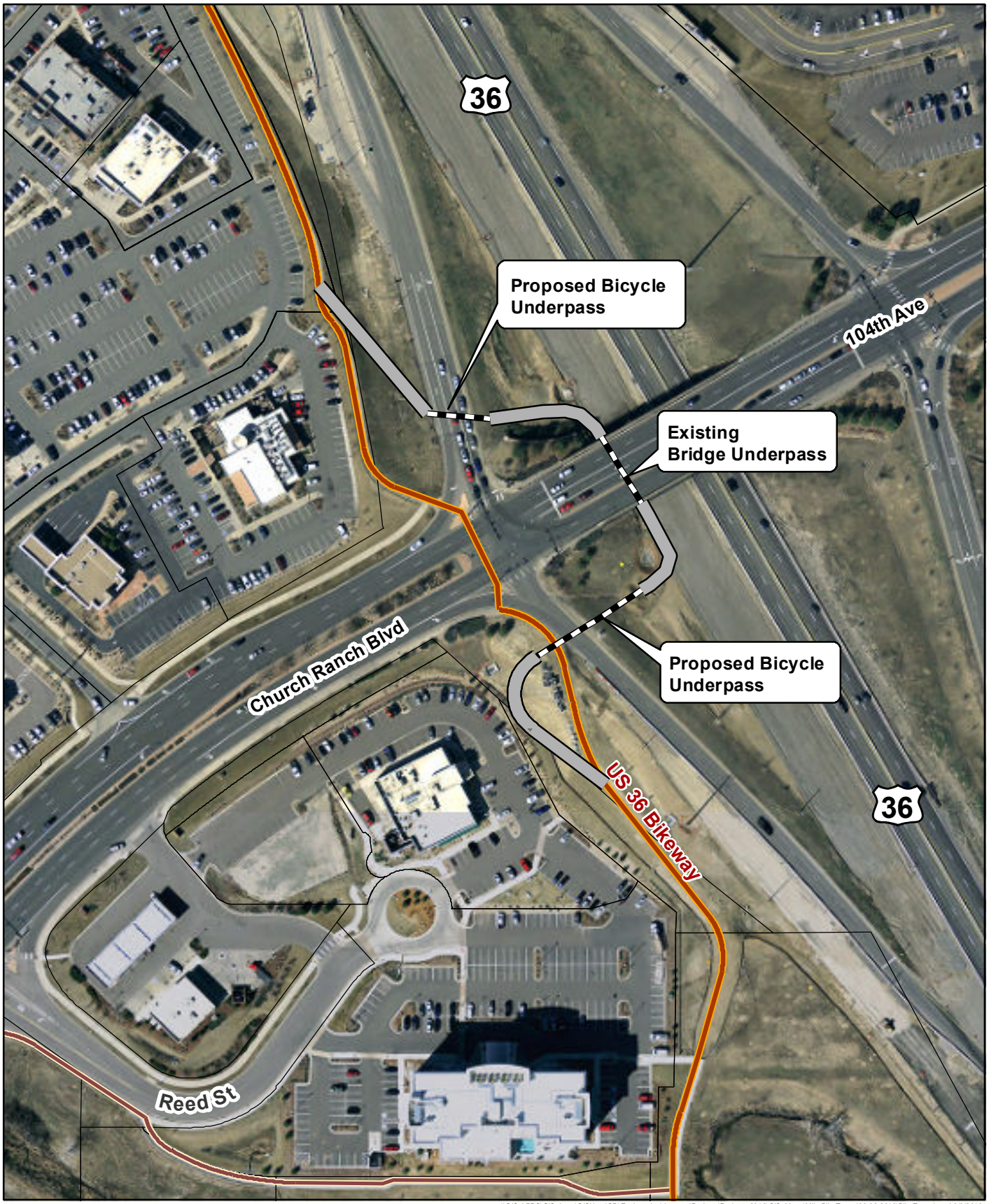
Attachment 1

Proposed Project

Sheridan Underpass - Park-n-Ride to Downtown Westminster
Sheridan Widening - US 36 Ramps to Turnpike Dr



Attachment 2



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Conceptual U.S. 36 Bike Path Underpass

0 100 200 400 Feet

N W E S

WESTMINSTER

Agenda Item 8 D

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Pressure Zone 3 Expansion Bid Package 1: SCADA Equipment and Fiber Optic Network Installation Construction Contract

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

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder, Blackeagle Energy Services, LLC, in the amount of $939,737 for construction services related to the SCADA Equipment and Fiber Optic Network Installation, plus a contingency amount of $93,974 for a total authorized expenditure of $1,033,711.

Summary Statement

- Priority improvements to the City's water system target a large area of long-standing low pressure west of U.S. Highway 36 to Pierce Street and north of 88th Avenue to the Farmers' High Line Canal.
- This low-pressure area will be connected to an adjacent section of the water distribution system referred to as Pressure Zone 3 (see attached map). This connection will allow the area to meet the level of service experienced elsewhere in the system for adequate water pressure, flow, redundancy, and stored water available for emergency uses.
- The expansion of Pressure Zone 3 requires several components including new water transmission mains, a new booster pump station, new water storage facilities, and demolition of old facilities at the end of their useful life.
- These additional water distribution system components will also relieve high demands currently placed on infrastructure in the existing Pressure Zone 3 thereby increasing system performance and redundancy for approximately 6,000 customers.
- One of the facilities to be demolished is the Sunset Ridge Water Tank, a structure at the end of its useful life. This water storage volume can be replaced with a larger-capacity elevated tank more economically than maintaining the existing tank.
- Prior to demolition of the Sunset Ridge Tank, the communication antennas that are used to operate the remote portions of the utility system and located on top of the tank need to be replaced and relocated to the City's Hydropillar Tank. Fiber optic infrastructure will also be extended to the Hydopillar (see attached map).
- The engineers at Burns and McDonnell recently completed the design of this Zone 3 component, and staff sent a Request for Bids to over twenty construction companies qualified for this type of construction work. One bid was received from Blackeagle Energy Services, LLC. Staff is recommending they be awarded the construction contract.
- The SCADA (Supervisory Control and Data Acquisition) Relocation and Fiber Optic Installation project is scheduled to begin in April 2016 with completion in May 2016. Project timing is important because the next phase of the Pressure Zone 3 expansion--demolition of the tank—needs to take place during summer months when school is out of session.
- Adequate funds were budgeted and are available for this project.

Expenditure Required: $1,033,711

Source of Funds: Utility Capital Improvement Fund – Pressure Zone 3 Expansion Project

Policy Issue

Should the City award the contract for the SCADA Equipment and Fiber Optic Network Installation Construction project to Blackeagle Energy Services, LLC (Blackeagle)?

Alternatives

1. City Council could decline to approve the contract and place the project on hold. This is not recommended as proceeding with the project addresses long-standing goals to increase the level of service and reliability of the City's water distribution system.

2. City Council could choose to rebid the project and possibly award the contract to another bidder. This is not recommended because Blackeagle Energy Services, LLC, was selected through a competitive process. It is Staff's assessment that they provide the best value to the City based on their qualifications, experience, and bid price. It is Staff's opinion that rebidding would not necessarily result in additional firms bidding on this proposal

Background Information

Improvements to the City's water distribution system in Pressure Zone 3 (central Westminster), have been a significant part of the utility master planning process for many years. The planned improvements include new water transmission mains, a new pump station, and new water storage facilities. These improvements will connect areas of long-standing low pressures to existing infrastructure set at higher pressures. The overall intent of the Pressure Zone 3 Expansion Project is to improve portions of the distribution system to meet the level of service experienced elsewhere in the system for adequate water pressure, flow, and storage demanded by irrigation, firefighting, and emergencies.

City Council authorized a design contract and scope with Burns & McDonnell in September 2015 that included preparation of several individual bid packages for the various Pressure Zone 3 components. The initial Pressure Zone 3 bid package is the SCADA Equipment and Fiber Optic Network Installation Project. Work for this component generally consists of preparing the Sunset Ridge Tank for demolition by relocating communications equipment and antennas from the Sunset Ridge Tank to the Hydropillar Tank. The work includes installation of approximately 3000 linear feet of fiber optic cable in City right-of-way (ROW). This work needs be completed in advance of the Sunset Ridge Tank demolition scheduled for this summer when school is out of session.

Engineering design for this project phase was completed in February 2016, and requests for bids were sent to 20 qualified contractors. The project team was aggressive with their outreach to the contracting community, yet only one bid was received on March 3, 2016, and is summarized in the following table. The other 19 companies cited various reasons for choosing not to respond to the solicitation, including 1) tight space constraints for the construction zones in City ROW, 2) concern regarding resources available to meet the City's schedule, 3) concern over hazardous work required on top of elevated structures, and 4) the project involves the need for many subcontractors, increasing risk to the general contractor that could not be justified for the profit margin available.

Contractor	Bid Price
Blackeagle Energy Services, LLC	$939,737
Engineer's Cost Estimate	$815,000

A review of the Blackeagle Energy Services' bid indicated it was valid and the dollar amount reasonable for the scope of work. All references were favorable, and their bid includes subcontractors known by the City for their quality work. It is Staff's assessment that the overall scope of work and pricing is in the best interest of the City, and Staff recommends Blackeagle be awarded the construction contract. Construction is anticipated to commence following award of the contract, with completion in May 2016.

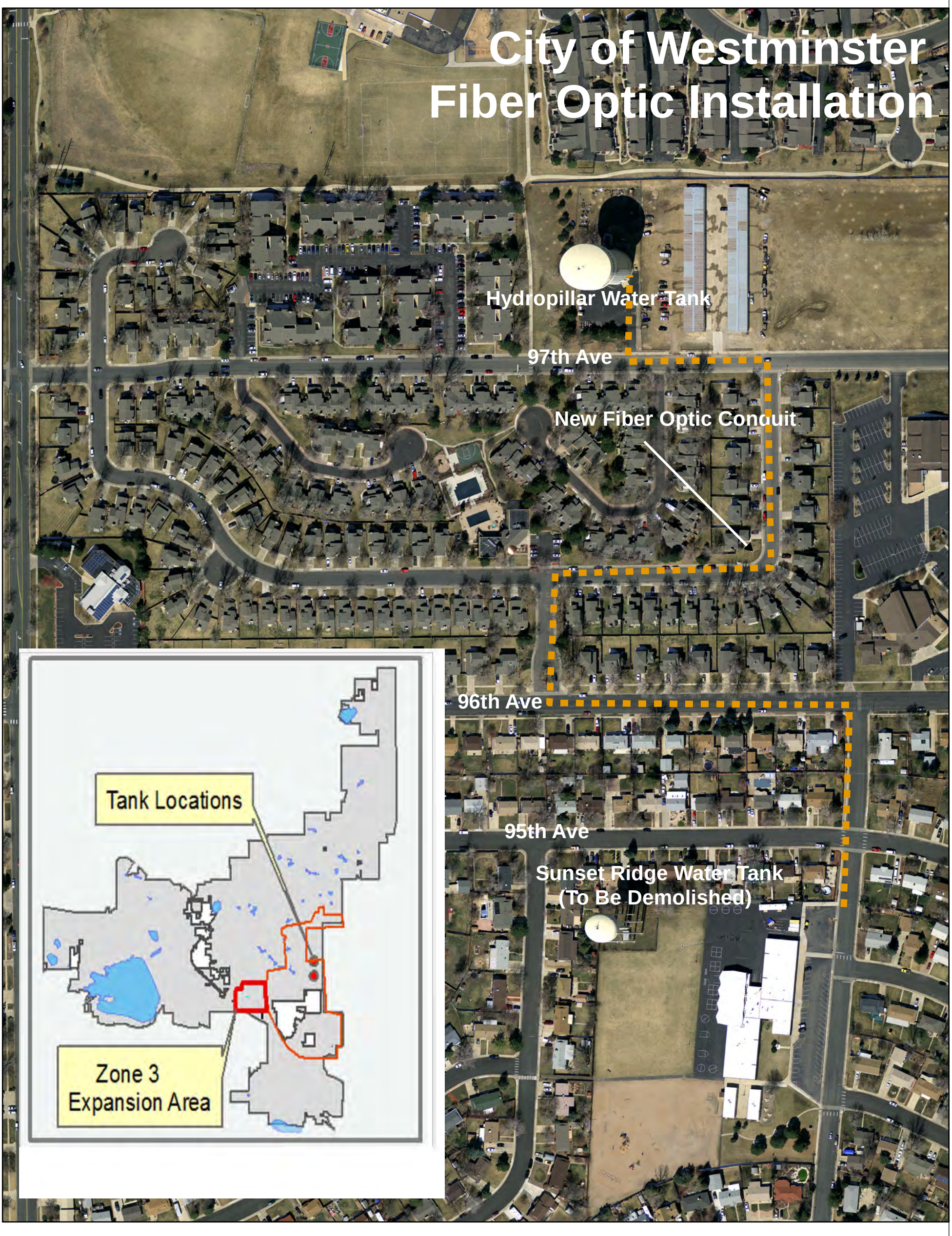
Completion of this project will help achieve the City's Strategic Plan Goals of "Financially Sustainable Government Providing Excellence in City Services" by contributing to the objective of a well-maintained City infrastructure and facilities. The project also will help maintain a "Beautiful, Desirable, Safe and Environmentally Responsible City" by removing older facilities that have reached the end of their useful life.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Pressure Zone 3 Expansion Bid Package 1 SCADA Equipment and Fiber Optic Network Installation Construction Contract Map

City of Westminster
Fiber Optic Installation



City of Westminster

Feet

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N W E S

WESTMINSTER

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Little Dry Creek Interceptor Sewer Repair and Replacement Construction Contract and Engineering Amendment

Prepared By: Ceila Rethamel, Wastewater Superintendent
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder, Layne Inliner, LLC, in the amount of $815,860 to complete repairs to the wastewater collection system in 88th Avenue and 70th Avenue plus a contingency of $81,586 for a total authorized expenditure of $897,446, and authorize an amendment to the engineering contract with HDR Engineering, Inc. to provide services during construction in the amount of $87,338 plus a contingency of $8,734 for a total authorized expenditure of $96,072, bringing the total authorized expenditure for work on the Little Dry Creek Interceptor with this firm from the previously approved amount of $2,884,351 to $2,980,423.

Summary Statement

- Wastewater from the southern third of the City flows through a large wastewater collection system known as the Little Dry Creek Interceptor Sewer (LDCIS).
- This wastewater system provides service to City customers as far north as City Hall and extends through relatively older areas of Westminster on its way south to the final discharge into the Metro Wastewater Reclamation District system (see attached map).
- Several segments of the LDCIS are greater than 50 years old, in poor condition, have reached the end of their useful life, and have inadequate hydraulic capacity to handle flows anticipated from development and redevelopment.
- Final design for necessary improvements has been divided into three separate construction packages. The first of these bid packages focuses on trenchless repairs to the sewer lines in 88th Avenue and 70th Avenue. Design for this portion of the overall project is now complete. Design for the two other packages is in progress and will be presented to City Council for approval of construction contracts at a future date.
- Staff sent a Request for Bids to three construction companies qualified for this type of construction work. Of the three bids received, the lowest and most responsive bidder was Layne Inliner LLC (Layne Inliner). Staff is recommending they be awarded the construction contract.
- HDR Engineering, Inc. (HDR) was selected through a competitive process for engineering design. Staff recommends amending their contract to include engineering services during construction because of the team's successful performance on the preliminary design, familiarity with the City's infrastructure, ability to streamline project tasks, and competitive pricing.
- Adequate funds were budgeted and are available for this project.

Expenditure Required: $993,518

Source of Funds: Utility Capital Improvement Fund – Little Dry Creek Interceptor Sewer Repair Project

Policy Issues

- Should City Council authorize a construction contract with the low bidder Layne Inliner for construction of the LDCIS repairs?
- Should City Council authorize an amendment to the engineering contract with HDR for engineering services during construction?

Alternatives

- City Council could choose to reject all of the construction bids and rebid the project. However, the City received three bids from qualified construction companies. The lowest bid was approximately 54% lower than the engineer's opinion of cost and 1.5% lower than the next lowest bid, indicating very competitive pricing. Staff recommends proceeding with award of the contract to Layne Inliner.
- City Council could choose to construct the improvements at a later date. However, this project addresses the time-sensitive need to repair sewers that are in poor condition. Staff recommends making the improvements at this time.
- City Council could choose not to award a contract amendment with HDR for engineering services during construction. Staff believes that the scope and fee negotiated is fair and competitive and recommends proceeding with the amendment.

Background Information

Wastewater from the southern third of the City flows through a large wastewater collection system known as the LDCIS. This wastewater system provides service to City customers from as far north as City Hall and extends through relatively older areas of Westminster on its way south to the final discharge into the Metro Wastewater Reclamation District system. In 2012, Staff completed a condition and capacity analysis of this system and the other large-diameter wastewater pipelines within the City. Recommendations identified projects throughout the City, with particular priority for repair and replacement projects within South Westminster along the LDCIS because it is old, in poor condition, and has limited capacity to support development and redevelopment.

Several LDCIS repair/replacement projects have already been implemented including: 1) replacing wastewater pipelines between Lowell Boulevard and Federal Boulevard, 2) integrating wastewater pipeline replacement as part of the 72nd Avenue and Raleigh Street Bridge Replacement Project, and 3) incorporating wastewater betterments for work associated with the RTD FasTracks project near the planned Westminster Station. Additional work needed to address the remaining priority repairs and replacements has been consolidated into the LDCIS Repair and Replacement Project.

Because of the large size of this project, the final design has been divided into three separate construction packages. The first of these bid packages focuses on trenchless repairs to the sewer in 88th Avenue and 70th Avenue. Trenchless repairs involve creating a new, Cured-In-Place pipe inside of the old pipe. This rehabilitation method is a highly cost-competitive and reliable process that is minimally disruptive to residents because it avoids digging up, or "trenching," the road to access the pipeline in need of repair. The attached map shows the location of the pipeline included in this portion of the LDCIS project. Design for this portion of the overall project was completed and bid in February. Three competitive bids were received on February 9, 2016, and are summarized in the following table:

Contractors	Bid Price
IPR	$1,382,695
Insituform	$823,674
Layne Inliner	$815,860
Engineer's Opinion of Cost	$1,500,000

A review of the bids received indicated that Layne Inliner's bid was valid and the dollar amount reasonable for the scope of work. For reference, their bid is 1.5% lower than the next lowest bid and 54% lower than the Engineer's Opinion of Cost, indicating a very competitive bid. Layne Inliner provided references,

including references for City of Westminster projects; all were favorable. Staff recommends Layne be awarded the construction contract. Construction is anticipated to commence following award of the contract and to be completed in the summer of 2016. Design for the two other packages is in progress and will be presented to City Council for approval of construction contracts at a future date.

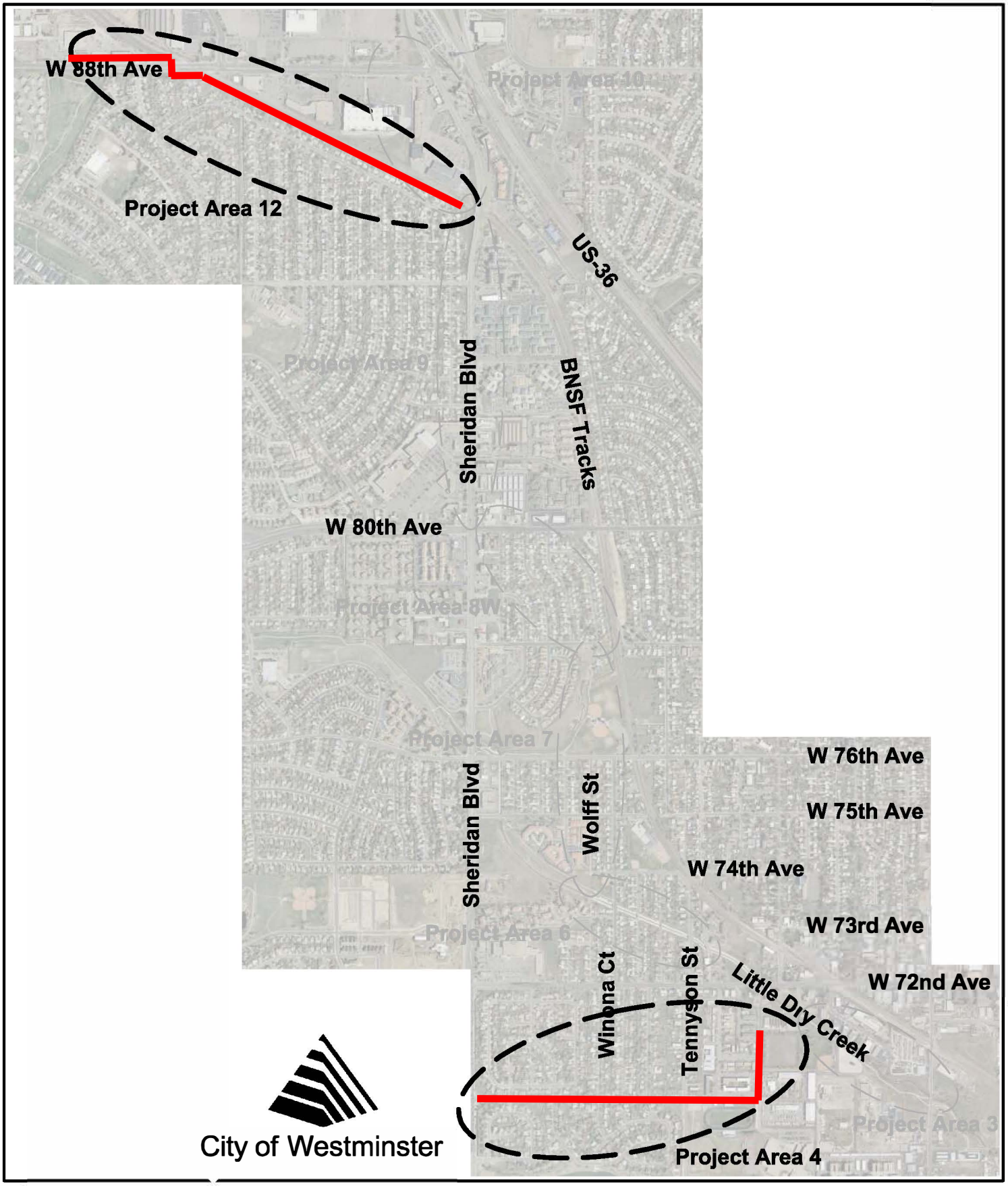
Following successful completion of the project design, Staff negotiated a contract amendment with HDR for engineering services during construction in the amount of $96,072. Costs for these services are estimated to be approximately 11 percent of the construction contract which is within typical ranges for this type of work. This amendment will increase the previously approved contract amount of $2,884,351 to $2,980,423. Staff recommends executing a contract amendment with HDR based on the quality of its project work to date, familiarity with existing conditions and design of the repairs required, and its ability to streamline project tasks.

This project helps achieve the City Council's Strategic Plan Goals of "Dynamic, Diverse Economy" and "Excellence in City Services" by contributing to the objectives of well-maintained City infrastructure and facilities as well as preserving neighborhood and commercial property infrastructure.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Map



Little Dry Creek Interceptor Sewer Repair and Replacement
Construction Contract and Engineering Amendment

DATE
March 2016

FIGURE
1

WESTMINSTER

Agenda Item 8 F

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: 2016 Striping and Pavement Marking Project

Prepared By: Kurt Muehlemeyer, Pavement Management Coordinator
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for the 2016 Striping and Pavement Marking Project with options for two additional one-year renewals (2017 and 2018) for Citywide lane line striping and pavement markings to the low bidder, RoadSafe Traffic Systems, Inc. in the amount of $281,291 and authorize a 5% contingency of $14,065 for a total authorized expenditure of $295,356 in 2016.

Summary Statement

- Within the City of Westminster there are approximately 650,000 square feet of lane lines and over 80,000 square feet of pavement markings.
- The City has utilized a private contractor for the restriping of lane lines and the replacement of deteriorated pavement markings on City roadways since 2006.
- The 2016 Striping and Pavement Marking Project consists of restriping 520,000 square feet of citywide lane lines, replacement of 3,000 square feet of crosswalks, stop bars, turn arrows and railroad symbols and the installation of new shared use and dedicated bicycle lane symbols.
- Roadways that are designated as major arterials will receive two applications of lane line repainting, one application in the spring and another in the fall. All other lane line locations will only receive one application of paint in the spring.
- This project also includes the installation of new shared use and dedicated bicycle lane symbols on roadways that are planned for resurfacing in 2016 or have been resurfaced in recent years and are part of the City's On-Street Bikeway Network Plan.
- Formal bids were solicited on the City's website through DemandStar with three contractors responding.
- The low bidder, RoadSafe Traffic Systems, Inc. meets all of the City bid requirements and has successfully completed similar projects in Westminster and in the Denver Metro area over the past 19 years.
- Adequate funds were budgeted and are available for this expenditure.

Expenditure Required: $295,356

Source of Funds:

$248,856	General Fund - Street Operations Division Budget
$46,500	General Capital Improvement Fund-Bicycle Master Plan Implementation

Policy Issue

Should Council award the bid to the low bidder, RoadSafe Traffic Systems, Inc. (RoadSafe), for striping and pavement marking application as specified in the contract documents for this project, and authorize negotiations for 2017 and 2018 Striping and Pavement marking work based on the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index (CPI) for all urban consumers?

Alternatives

1. Reduce the citywide restriping to once per year for all roadways instead of twice per year on major arterials. Available dollars for asphalt work or other needs would increase by $71,000.

2. Eliminate application of durable plastic type pavement markings in intersections and apply paint instead. Available dollars for asphalt work or other needs would increase by $78,000.

   Staff does not recommend these alternatives because they would result in an overall increase in actual cost to the City. One rotation of restriping of all lane lines each year and use of paint instead of durable plastic type pavement markings is less expensive initially, but would wear out more quickly and require additional mobilizations and paint applications costing more in the long run. In addition, worn lane lines and pavement markings present a poor city image and decrease safety on city streets for citizens and visitors.

3. City Council could choose to rebid the project and possibly award the contract to another bidder. This is not recommended because RoadSafe was selected through a competitive process. It is Staff's assessment that they provide the best value to the City based on their qualifications, experience, and bid price.

4. City Council could choose not to negotiate the 2017 and 2018 projects using CPI and solicit bids on the City's DemandStar site in each year. Staff does not recommend this alternative because multi-year contracts are more desirable to potential vendors, have shown to achieve more competitive pricing and minimize staff time spent preparing the request for bids every year.

Background Information

Within the City of Westminster, there are approximately 650,000 square feet of lane lines and approximately 80,000 square feet of pavement markings on City maintained roadways. The materials used for lane line marking have varying levels of resistance to wear from traffic and most locations need to be refreshed at least once per year. Pavement markings such as crosswalks, stop bars, turn arrows and railroad crossing symbols are typically made out of a durable plastic material that is resistant to traffic wear. However, over time these markings need to be replaced when they are no longer highly visible. Lane lines and pavement markings that are clear and visible both during daylight and nighttime hours are essential for roadway safety.

The City has utilized the services of a private contractor to repaint roadway lane lines and replace worn pavement markings for the previous ten years. This contractual project has been extremely successful and has proven to be the most cost-effective manner to maintain the large City inventory of roadway markings.

Also included within this project is the installation of new shared use and dedicated bicycle lane symbols. These symbols are installed on roadways that are planned for resurfacing in 2016 or have been resurfaced in recent years and are part of the City's On-Street Bikeway Network Plan.

Formal bids were solicited in accordance with City bidding requirements for the Striping and Pavement Marking Project. Request for proposals were advertised on the City's website via DemandStar. The following sealed bids were received:

The following sealed bids were received:	
1. RoadSafe Traffic Systems, Inc.	$281,292.50
2. Kolbe Striping, Inc.	$363,806
3. Colorado Barricade	$385,985
City Staff's Estimate	$266,242

City Staff's estimated cost included an increase of 6% over 2015 pricing; RoadSafe's actual bid prices increased by 15% overall above 2015 pricing. This increase can be attributed to the rising cost of latex paint and thermoplastic material, as well as a limited number of contractors qualified to complete this project.

The contract sum for renewal periods 2017 and 2018 shall be negotiated and agreed to by both parties. Any unit price cost adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all urban consumers.

The proposed action supports the City's 2015 Strategic Plan Goals of Beautiful, Desirable, Safe and Environmentally Responsible City, Financially Sustainable Government Providing Excellence in City Services and Ease of Mobility by providing well maintained City infrastructure and ensuring safe travel for citizens and visitors throughout the City.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 G

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: 2016 Hot-In-Place Recycling and Repaving Project

Prepared By: Kurt Muehlemeyer, Pavement Management Coordinator
Dave Cantu, Street Operations Division Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by awarding a contract to Cutler Repaving Inc. as the sole source contractor for the City's Hot-In-Place Recycling and Repaving Project, and authorize the City Manager to execute a contract for 2016 with options for two additional one-year renewals (2017 and 2018) in the amount of $572,824, and authorize a 5% contingency of $28,641, for a total project budget of $601,465 in 2016.

Summary Statement

- Hot-in-place recycling and repaving is a cost effective resurfacing treatment that heats and scarifies the existing pavement to a depth of one inch, adds an asphalt rejuvenator and places an additional one and a half inches of new hot mix asphalt, <u>for a total overlay thickness of two and a half inches, all in a single pass operation</u>.

- Cutler Repaving Inc. is currently the only contractor performing this specialized street resurfacing treatment in Colorado and has completed similar projects over the past 30 years in the Denver metropolitan area. Prices obtained are consistent with those of other Front Range cities.

- The negotiated sole source contract will provide for the resurfacing of approximately 87,000 square yards of arterial roadway on Huron Street from 120th Avenue to 128th Avenue and 128th Avenue from Huron Street to Zuni Street.

- As proposed, annual contract renewals for 2017 and 2018 will require agreement by both parties and any unit cost price adjustments will be based on Consumer Price Index for All Urban Consumers.

- Adequate funds are budgeted and available for this expense.

Expenditure Required: $601,465

Source of Funds: General Capital Improvement Fund - Arterial Roadway Resurfacing

Policy Issue

Should the City accept the negotiated costs with Cutler Repaving Inc. for the City's Hot-In-Place Recycling and Repaving Project, and authorize negotiations for 2017 and 2018 hot-in-place recycling and repaving work based on the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index (CPI) for all urban consumers?

Alternatives

1. Bid the hot-in-place recycling and repaving work with the annual Asphalt Pavement Rehabilitation Project. Staff does not recommend this alternative, as costs would increase significantly due to the fact that both the general contractor and sub-contractor will calculate profit into the project. In addition, Cutler Repaving Inc. would ultimately be the sub-contractor performing the work. Cutler Repaving Inc. has been and remains the sole contractor in the metropolitan area for hot-in-place recycling and repaving construction. An advantage would be that only one contract would be necessary, which would reduce administrative time; however, this alternative is not recommended by Staff due to the anticipated additional costs.

2. Resurface the proposed streets with a conventional two inch mill and overlay of hot-mix asphalt (HMA). Staff does not recommend this alternative because the project cost would increase by an estimated 13 percent and the added strength of the pavement structure would not be any greater than the proposed hot-in-place-recycling and repaving. In addition, the entire two inches of material that is milled off the roadway would be hauled to a hot mix asphalt plant, recycled into hot mix asphalt and sold to others. By using the hot-in-place recycling and repaving process this same material gets rejuvenated, is reused on-site and eliminates the need for an additional half inch of new hot mix asphalt.

Background Information

Hot-in-place recycling and repaving is a 6 step process that involves the following:

1. Heating the existing pavement surface
2. Scarifying the heated, softened pavement to a depth of one inch
3. A liquid asphalt rejuvenator is added to restore the viscosity of the aged asphalt
4. The recycled material is mixed and laid to form a leveling course
5. New hot mix asphalt is added
6. Both layers are compacted

<u>All 6 steps are done simultaneously and completed in a single pass</u>. Prior to the repaving process the edges of the street will be milled down to accommodate the one and a half inches of new asphalt.

Cutler Repaving Inc. has previously performed hot-in-place recycling and repaving in Westminster and they have successfully completed this process in many other municipalities in the Denver metropolitan area over the last 32 years.

Of all the local agencies that currently use hot-in-place recycling and repaving, some open the work for competitive bidding and some include the work with their asphalt overlay and reconstruction projects. In either event, Cutler Repaving Inc. has been the only contractor to provide bids. Staff has researched and found that at this time Cutler Repaving Inc. is the only contractor capable of meeting specifications for this specialized process in Colorado. Prices obtained from Cutler Repaving Inc. are consistent with those of other Front Range cities and are eighteen percent lower than staff estimates.

The City's computerized pavement management system identified Huron Street from 120th Avenue to 128th Avenue and W. 128th Avenue from Huron Street to Zuni Street as high priority roadways for 2016. Due to the quantity and severity of pavement distresses present on these roads and the poor ride quality, a two inch asphalt overlay was selected as the most effective type of rehabilitation. In order to place two inches of asphalt on these roads, extensive roto-milling would be needed in order to keep the cross slope of the roadway intact and avoid high edges. For this reason the hot-in-place recycling and repaving process was considered and when it was compared with a two inch mill and overlay, the proposed repaving process was found to result in a 13 percent cost savings or $123,705 below what was originally planned, i.e., a full width two inch mill and overlay. The repaving process would also provide the same benefits of a two inch overlay but would require 50 percent less milling and 25 percent less new hot mix asphalt.

In order to achieve overall cost savings, the asphalt mix needed to complete this project will be purchased utilizing the low bid, Multiple Assembly of Procurement Officials (MAPO) vendor for the appropriate quarter in 2016. Purchase of asphalt and crack seal materials through MAPO low bid vendors was approved by City Council on February 8, 2016, and quantities for this project were included.

The contract sum for renewal periods 2017 and 2018 shall be negotiated and agreed to by both parties. Any adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all Urban Consumers. These street improvements have been reviewed and determined to be the most effective utilization of available resources consistent with the City's Pavement Management Process.

The proposed council action supports City Council's goals of Financially Sustainable Government Providing Excellence in City Services, Beautiful, Desirable, Safe and Environmentally Responsible City and Ease of Mobility by providing well maintained city infrastructure through timely resurfacing of roadways and energy efficient, environmentally sensitive city operations.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Location Map

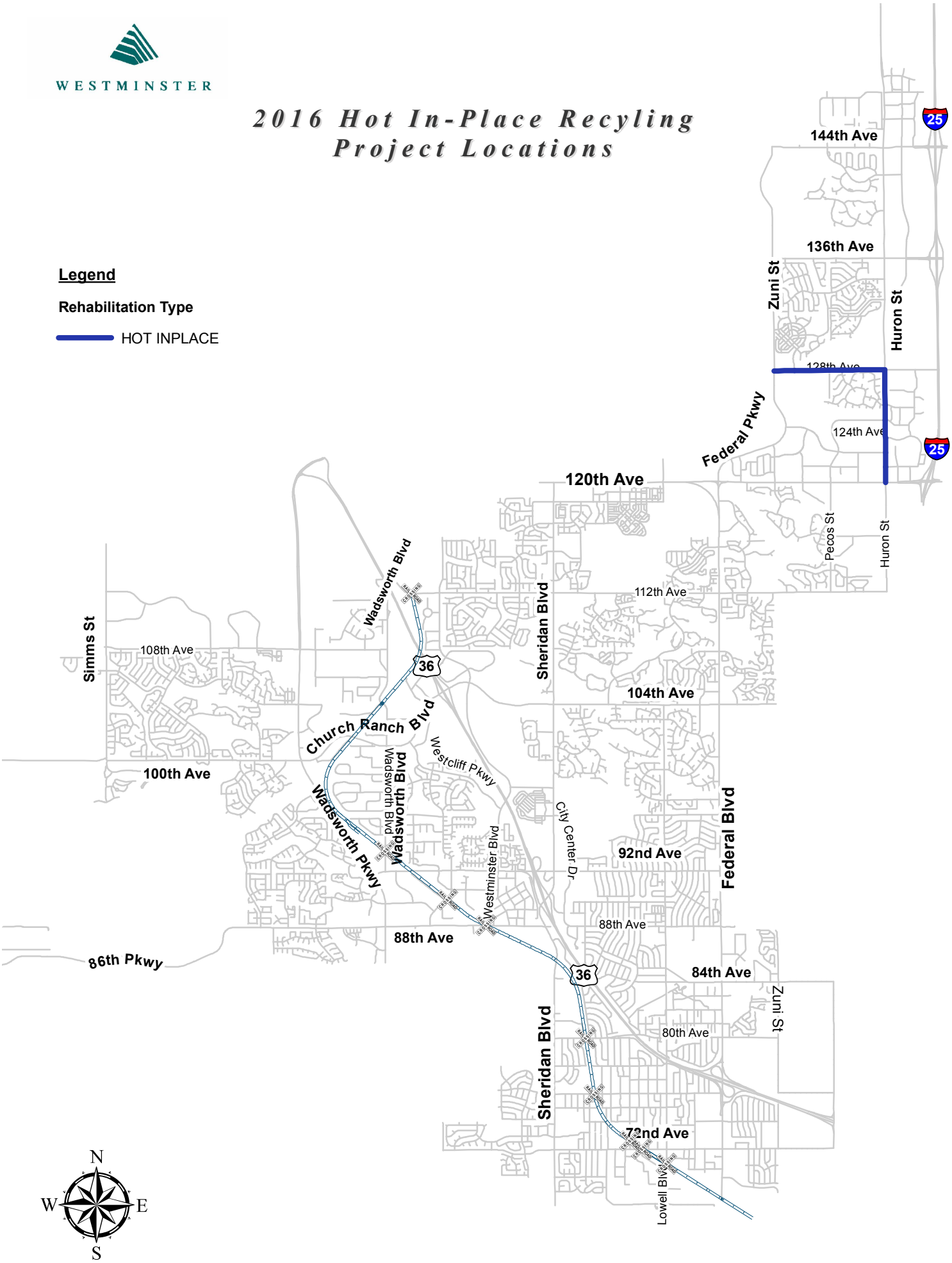
WESTMINSTER

2016 Hot In-Place Recyling Project Locations

Legend

Rehabilitation Type

HOT INPLACE



WESTMINSTER

Agenda Item 8 H

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Extension of 2013 Electrical Services Contract

Prepared By: Lance Johnson, Parks and Golf Manager
Marty Chase, Parks Contract Coordinator

Recommended City Council Action

Authorize the City Manager to extend the current Parks, Recreation and Libraries (PR&L) electrical services contract with the low bidder, Kelly Electrical Services Inc. for two additional years, through 2017. The contract will not exceed $80,000 a year.

Summary Statement

- In 2013, the PR&L Department awarded a one-year contract with the option of two- one year extensions, with Kelly Electrical Services, Inc. to inspect and maintain the lighting and electrical systems in the PR&L Department. This contract expired December 2015.

- Staff is seeking the approval to extend the electrical services contract, with Kelly Electrical Services Inc., for two additional one year renewals with a contract end date of December 31, 2017

- Total contract will result in a five-year maximum agreement, which would be consistent with the City's policy. A new RFP will be solicited for new services beginning in 2018.

- Adequate funds were budgeted and available for this expenditure.

Expenditure Required: $80,000 per year, not to exceed $160,000 for two years

Source of Funds: General Fund – Parks, Recreation and Libraries Budget
General Capital Improvement Fund – Community Enhancement Project

Policy Issue

Does City Council wish to authorize the requested extension of the current contract without going to bid?

Alternative

Do not allow the two-year extension on the current contract and have the Parks, Recreation and Libraries Department issue a new bid for the electrical services maintenance contract.

Background Information

Various types of electrical services are required throughout all City facilities on a regular basis. In recent years, PR&L has relied more on outside contractors to assist in providing many of the necessary electrical services throughout our parks and recreation facilities. In 2013, PR&L solicited a RFP for proposed electrical services. Kelly Electrical Services Inc. was the low bidder in this process.

Kelly Electric Services Inc. has consistently performed timely, quality work with competitive pricing. They are very familiar with the various electrical systems throughout the City of Westminster, providing repair and new electrical services to numerous facilities throughout the City such as the Public Safety Department Communication Center, City Hall, Fire Stations and Parks, Recreation and Library Facilities.

The current PR&L contract with Kelly Electrical services expired in December of 2015. Instead of issuing a new RFP for electrical services PR&L staff felt it would be fiscally responsible to request the additional two year extension of the current contract with Kelly Electrical Services Inc. that was approved in 2013. The PR&L contract with Kelly Electrical Services Inc. provides for a maximum annual price increase of five percent based on the Denver Boulder CPI-U. This current average increase over the last three years has been 1.5%. PR&L staff feels that extending the current electrical services contract is a fiscally responsible approach to maintain competitive pricing for these types of services for the next two years compared to soliciting a new RFP at this time.

The proposed City Council action helps achieve City Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services."

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Excess Workers' Compensation Insurance Purchase

Prepared By: Martee Erichson, Risk Manager

Recommended City Council Action

Authorize the City Manager to purchase a two year Workers' Compensation Excess Insurance policy from Midwest Employers Casualty Company at $94,803 per year.

Summary Statement

- City Council is requested to authorize the City Manager to purchase the 2016/2017 annual excess workers' compensation insurance coverage effective April 1, 2016 and lock in the 2017/2018 premium.

- The City annually purchases specific stop loss insurance to cover catastrophic on-the-job employee injuries that would exceed the City's self-insured funds. This insurance is purchased through a broker, IMA of Colorado, Inc. IMAs recommends purchasing of the coverage from the Midwest Employers Casualty Company for $94,803 through March 31, 2017. The quote also locks in that same premium for the 2017/2018 policy year.

- The City chose a two year locked in rate for the 2014/2015 and 2015/2016 policy periods through Midwest Employers Casualty Company for $84,469 including broker fee. For 2016/2017 the quote of $94,803 is a total premium increase of $10,334 (12%) with no change in policy coverage and an increase in the City's self-insured retention (SIR) limit to $550,000 (currently $500,000). Since the premiums are based on a percentage of payroll, the premium increases are impacted by rising wages.

- There was no change in the flat broker fee of $9,500 per year that is included in both year's quotes. There has been no change to the broker fee since 2012.

- Adequate funds for this purchase were approved by City Council in the 2016 Workers' Compensation Self Insurance Fund budget.

Expenditure Required: $94,803

Source of Funds: Workers' Compensation Self Insurance Fund

Policy Issue

Should the City continue to self-insure its workers' compensation coverage and purchase excess insurance to cover potential catastrophic claims?

Alternatives

1. City Council could choose to agree to only a one year policy term with Midwest and no change to the City's current self-insured retention (SIR) of $500,000 for a premium of $98,508 for the 2016/2017 policy year. This alternative is not recommended due to the fluctuating insurance market for workers' compensation coverage and the potential for new legislation increasing the cost of both premiums and claims. A guaranteed two year rate would help protect the City from these potential market risks.
2. City Council could choose to agree to a two year locked-in policy term with Midwest and no change to the City's current SIR of $500,000 for a premium of $99,862 for both policy years. Based on the City's loss history and actuarial studies, the risk of a claim that reaches $550,000 is low. In addition, the City's Workers' Compensation reserves are adequately funded to handle this slight increase in SIR and allows the City to take advantage of this savings. Therefore, this alternative is not recommended.
3. City Council could choose stop loss insurance quote from Arch. The Arch policy has an even higher SIR of $750,000 per claim on police and fire employees only and insure all other employees at a $500,000 SIR. This alternative is not recommended as Arch has a a minimum premium of $100,000 per year and does not include the broker fee. Also, any legislative changes to the Colorado workers' compensation law are most likely to come in the police and fire employement areas.
4. City Council could choose Safety National as the insurance carrier. This alternative is not recommended as Safety National would also require a higher SIR for police and fire and a minimum premium of $100,000 per year not including broker fee. Safety National was the only other insurance carrier to indicate they were interested in quoting the City's excess workers' compensation coverage.
5. City Council could conclude excess insurance policy coverage is not necessary and consider fully self-insuring the City's Workers' Compensation Insurance Program. This alternative is not recommended at this time due to the uncertain future of legislative changes to the Colorado Workers' Compensation Act. Legislative changes could increase claim costs to the City that would counteract the savings in insurance premium.

Background Information

The City currently self-insures the first $500,000 of each workers' compensation claim and Staff is recommending an increase in this retention to $550,000. The City's progressive and effective safety program combined with aggressive loss control and claims management is a key component to a high retention type of self-insurance program. By self-insuring, the City also avoids some increases in premiums that continue to affect the governmental entity insurance market.

Many workers' compensation insurers nationwide are looking to self-insured employers to take on higher retention limits per claim as well as higher premiums. The City's broker, IMA of Colorado, Inc., requested pricing information from several other carriers, besides Midwest, and received only two responses ranging from minimum premiums of $100,000 to required SIRs of $750,000 for police and fire employee claims.

In 2007, HB07-1008 passed creating a presumption that cancer in a firefighter with a career of five or more years is work related and covered under the Workers' Compensation program. This presumption increases the City's risk of a claim exceeding the self-insured retention limit and emphasizes the importance of needing excess insurance coverage. This year, the Colorado legislature may consider several new laws that could significantly effect the amount employers pay on workers' compensation claims for police and fire employees.

In late February 2016, Risk Management completed and submitted the City's annual application for excess workers' compensation coverage to insurance broker IMA of Colorado, Inc. IMA then sought proposals

on the open insurance market and received a quote from only one carrier. Only two other carriers indicated interest in the account. In their renewal proposal, IMA recommended Midwest Employers Casualty Company's two-year proposal that includes an increase in the City's SIR and a decrease in premium rate of 2% under the 2014/2015 and 2015/2016 coverage rate.

Staff agrees with IMA's proposal of using Midwest again this year, as well as locking in a two-year rate, for cost savings because:

- The relationship with one carrier benefits the City's coverage cost quotes. The City has been insured with Midwest for 11 years. Midwest is familiar with the City's loss history and they have a partnership with the Risk Management Staff, and the City's safety programs. This enables Midwest to quote insurance costs more appropriate to the City's program.
- The Midwest policy includes a blanket waiver of subrogation. This means that they permit the City to relinquish any rights the City might have to collect from another party for damages when it is required by contract.
- The Midwest policy does not include a commutation clause that many policies have. Commutation is the right of a carrier to value an open claim after the policy expires and pay that amount to the insured, thereby releasing the carrier from any further liability for the claim.
- The Midwest policy includes a Cash Flow Endorsement. In the case of a catastrophic claim, this endorsement allows the City to spread its payments out over time with the excess carrier assisting with cash advances.
- The Midwest Company offers the City benchmarking reports, on-line training, several loss control resources, and best practice seminars and reports that Staff has found very helpful over the last 11 years.

Staff is pleased with the renewal terms because the market availability for insuring workers' compensation for police and fire personnel continues to decrease and the fact higher increases are being seen in this line of coverage industry wide.

Through City Council's action of purchasing excess workers' compensation insurance to cover potential catastrophic employee injuries, protections are kept in place that maintain sufficient reserves in the self-insurance fund supporting their Strategic Plan goal of a Financially Sustainable Government Providing Excellence in City Services.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 8 J

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Second Reading of Councillor's Bill No. 6 re Water Supply Development Project Supplemental Appropriation

Prepared By: Josh Nims, Senior Water Resources Engineer
Sharon I. Williams, Water Resources Engineering Coordinator

Recommended City Council Action:

Pass Councillor's Bill No. 6 on second reading, appropriating $670,200 from the Utility Fund Capital Project Reserve Fund for the Water Supply Development project for the purpose of acquiring additional water supply.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading which appropriates $670,200 from the Utility Fund Capital Project Reserve Fund to the Water Supply Development capital project account.
- These funds will be combined with existing funds in the project account that were originally budgeted for acquisition of additional water supply for the City, subject to approval by the City Manager in accordance with Westminster Municipal Code Section 15-1-12.
- Acquisition of additional water supply is a major component of the City's Comprehensive Water Supply Plan that seeks to close the gap between current water and future water demand at build-out.
- This Councillor's Bill was passed on first reading on March 14, 2016.

Expenditure Required: $670,200

Source of Funds: Utility Capital Project Reserve Fund

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Ordinance

BY AUTHORITY

ORDINANCE NO. **3821** COUNCILLOR'S BILL NO. **6**

SERIES OF 2016 INTRODUCED BY COUNCILLORS
Seitz, Baker

A BILL
FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE UTILITY CAPITAL PROJECT RESERVE AND WATER FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THESE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the Utility Capital Project Reserve and Water Funds initially appropriated by Ordinance No. 3737 is hereby increased by $1,340,400. This increase is due to the appropriation of reserve funds.

Section 2. The $1,340,400 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10-A, dated March 14, 2016 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Utility Capital Project Reserve Fund	$670,200
Water Fund	670,200
Total	$1,340,400

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 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 8 K

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Second Reading of Councillor's Bill No. 7 re Amending W.M.C. § 13-1-3(Q) Concerning Disturbances in Parks

Prepared By: David Frankel, City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 7 on second reading amending W.M.C. § 13-1-3(Q) to comply with current state law.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading, which is recommended due to recent changes in the state law.
- This Councillor's Bill was passed on first reading on March 14, 2016.

Expenditure Required: N/A

Source of Funds: N/A

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3822** COUNCILLOR'S BILL NO. **7**

SERIES OF 2016 INTRODUCED BY COUNCILLORS
Bird, Seitz

A BILL

FOR AN ORDINANCE AMENDING SECTION 13-1-3(Q) OF THE WESTMINSTER MUNICIPAL CODE CONCERNING DISTURBANCES IN PARKS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 13-1-3, subsection (Q), W.M.C., is hereby AMENDED to read as follows:

13-1-3: USE REGULATIONS: (796 847 1889 2811 3455) It shall be unlawful for any person to:

(Q) DISTURBANCE: Engage in ~~boisterous,~~ threatening or~~,~~ abusive~~, insulting or indecent~~ language, or engage in any disorderly conduct or behavior tending to incite an immediate breach of the public peace ~~and enjoyment of the facilit~~y.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. 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 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

Agenda Items 8 L & M

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Second Reading of Councillor's Bill No. 8 re First Amendment to the Westminster Station Intergovernmental Agreement (IGA) with RTD and Councillor's Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD

Prepared By: Barbara Opie, Assistant City Manager
John Burke, Downtown Westminster Co-Project Manager
Hilary Graham, Deputy City Attorney

Recommended City Council Action

- Pass Councillor's Bill No. 8 on second reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District regarding the construction of the Westminster FasTracks Rail Station (the "Station IGA"), in substantially the same form as the attached agreement.
- Pass Councillor's Bill No. 9 on second reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as the attached Intergovernmental Agreement, related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment (the "LAC IGA").

Summary Statement

- City Council action is requested to pass the attached Councillor's Bills on second readings, which modify the schedule associated with the completion of improvements associated with the Westminster Station and parking garage from March 31, 2016 to July 25, 2016. The second Councillor's Bill modifies the Local Agency Contribution agreement to match minor conforming changes in the Station IGA as to sales and use tax payment.
- These Councillor's Bills were passed on first reading on March 14, 2016.

Expenditure Required: $324,143 General Sales and Use Tax negotiated settlement; Annual Costs Ranging from $37,293 to $70,275 plus indexation, subject to annual appropriation

Source of Funds: Sales and Use tax payments that would have been made by RTD;
General Fund operating budget (subject to annual appropriation)

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments:
Councillor's Bill No. 8 re First Amendment to the Westminster Station Intergovernmental Agreement (IGA) with RTD

A: First Amendment to City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement

Exhibits:

B – Westminster Station – Site Plan/City Project
C-2 – Special Warranty Deed Conveying Station Betterment Parcel
C-3 – Legal Description of Station Betterment Parcel

H – Westminster Station Schedule
I – Westminster Station Operations & Maintenance Responsibilities Matrix
IA – Snow Removal Lines of Demarcation
J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)
K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed February 23, 2016)
L – Net O&M Schedule – NON-Indexed

Councillor's Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD

A: First Amendment to City of Westminster Northwest Rail Electrified Segment Local Agency Contribution Intergovernmental Agreement

BY AUTHORITY

ORDINANCE NO. **3823** COUNCILLOR'S BILL NO. **8**

SERIES OF 2016 INTRODUCED BY COUNCILLORS
Garcia, Seitz

A BILL FOR AN ORDINANCE AUTHORIZING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT REGARDING THE WESTMINSTER STATION

WHEREAS, in June 2012 the City and the Regional Transportation District (RTD) entered into two intergovernmental agreements (IGAs) for the Northwest Rail Electrified Segment Westminster Station, allowing the City to implement an alternative approach to RTD's base plan for commuter and bus access, parking, and pedestrian areas to support the Westminster Station commuter rail station (the "Station IGA") and to define the City's local area contribution to the overall project (the "LAC IGA");

WHEREAS, through the Station IGA, the City requested upgrades (betterments) of the RTD elements of the station at a negotiated cost with Denver Transit Partners, RTD's concessionaire for the Eagle P3 project;

WHEREAS, since the original Station IGA was executed, the City, RTD and DTP staff have been diligently working to complete each entities' required components and are now targeting late summer of 2016 for the station opening (revenue date); and

WHEREAS, the parties now wish to amend the Station IGA to conform with a new schedule and with the refined understanding of each parties' responsibilities.

NOW THEREFORE, pursuant to the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq*., THE CITY OF WESTMINSTER ORDAINS:

Section 1. Authorization. The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City the First Amendment to the Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Westminster Station Project in substantially the same for as attached hereto as Attachment A and to continue to fund and implement said Agreement, as amended.

Section 2. This ordinance shall take effect upon its passage after second reading. 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 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

FIRST AMENDMENT TO
CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
WESTMINSTER STATION
INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT to the CITY OF WESTMINSTER NORTHWEST RAIL ELECTRIFIED SEGMENT WESTMINSTER STATION INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this _____day of _____, 2016 (the ***Effective Date)*** by and between the **CITY OF WESTMINSTER** (the ***City),*** a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT *(RTD),*** a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et *seq.* The City and RTD may hereinafter be referred to individually as a ***Party*** and collectively as the ***Parties.***

RECITALS

A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the district.

B. RTD and the City are Parties to the "City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement," dated June 26, 2012 (the ***Station IGA***).

C. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this First Amendment.

D. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201 , et seq. the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

E. The City has requested that a Betterment be implemented at the Westminster Station to construct improvements on the south side of the commuter rail line to connect with the commuter rail platform at Westminster Station and to the plaza and parking on the north of the rail line via the pedestrian underpass to be built by DTP (RPC-041) (the ***Station Betterment***) pursuant to Section 5.4 of the Station IGA.

F. The Station Betterment involves some re-design of Westminster Station, including, without limitation, the extension to the underpass, redesign of the station platform and platform systems, and re-design of platform canopies, and adds improvements on the south side, including, without limitation, the addition of an observatory deck, addition of an elevator, and addition of a structural observatory deck canopy.

G. RTD has agreed to implement the construction work associated with the Station Betterment, subject to the terms and conditions including without limitation payment terms contained in a letter agreement executed by the Parties dated April 17, 2014 (the

Betterment Letter).

H. The Station IGA contemplated the City conveying parcels NW-11 and NW-12 to RTD but RTD subsequently determined those parcels were no longer necessary to implement its Base Plan and that conveyance was not completed; however, a revised conveyance by the City to RTD is intended by the Parties as a result of the Station Betterment and will be addressed by this First Amendment as modified herein.

I. The Parties further wish to amend the Station IGA to replace Exhibits B, H, I and IA and to add Exhibits C-2 and C-3, J, K and L, to reflect schedule and responsibility changes, funding for the operation and maintenance of the Station Betterment improvements, revised property transfer, and ongoing operation and maintenance cost impacts.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. GENERAL.

1. **Recitals.** The foregoing recitals are incorporated into this First Amendment by this reference.

2. **Scope.** If there is any conflict between the terms of this First Amendment and the Station IGA, the terms of this First Amendment shall control.

3. **Definitions.** Terms used but not defined in this First Amendment will have the same meanings as provided in the Station IGA.

4. **Exhibits.**

a. The following revised Exhibits are attached hereto and, as revised and incorporated herein by this reference, shall replace the corresponding exhibits to the Station IGA in their entirety:

Exhibit B – Westminster Station–Site Plan/City Project

Exhibit H – Westminster Station Schedule (Revised 2/23/2016)

Exhibit I – Westminster Station Operations and Maintenance Responsibilities Matrix (Revised 2/23/2016)

Exhibit IA – Snow Removal Lines of Demarcation (Revised 2/23/2016)

b. The following new Exhibits are attached hereto and incorporated herein by this reference:

Exhibit C-2 –Special Warranty Deed Conveying Station Betterment Parcel

Exhibit C-3 - Legal Description of Station Betterment Parcel

Exhibit J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)

Exhibit K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed February 23, 2016)

Exhibit L – Net O&M Schedule – NON-Indexed

c. The following Exhibit is hereby deleted from the Station IGA:

Exhibit B-1 – Interim Bus Facilities Site

B. TEXT AMENDMENTS

1. **Section 1.2 Definitions** is amended as follows:

s. ***RTD O&M Costs*** means the ~~aggregate of (i) $960,646, the~~ amount in each calendar year identified in the executed Change Order between RTD and RTD's Concessionaire that represents the base ~~annual~~ operations and maintenance costs associated with the Base Plan's RTD Parking, Permanent Bus Facilities, Retaining Wall and North Plaza, expressed in 2010 dollars, that would have been incurred by RTD to operate and maintain the Base Plan over the term of the operating period of the Concession Agreement, ~~net of deductions by RTD for resultant increases in operations and maintenance costs resulting from the implementation of the City Project and (ii) indexation of the base annual costs in accordance with Section 8.3 *(Payment of RTD O&M Costs)*~~ as set forth in Exhibit J.

2. **Section 1.2 Definitions** is further amended by the addition of the following new definitions:

z. ***Station Platform Betterment O&M Costs*** means the incremental increased costs incurred by RTD for operation and maintenance of the Station Betterment in each calendar year, expressed in 2010 dollars, as reflected in the RTD Change Report for such costs submitted by DTP and agreed by the City, as set forth in Exhibit K.

aa. ***Net O&M Costs*** means the net difference between (i) the Station Platform Betterment O&M Costs and (ii) the RTD O&M Costs in each calendar year from 2017 until 2044, as set forth in Exhibit L.

bb. ***Indexed Net O&M Costs*** means the Net O&M Costs indexed per section 8.3 (Payment of Net O&M Costs).

3. **Section 2.2.a (Platform and Pedestrian Underpass)** is amended as follows:

a. **Platform and Pedestrian Underpass**. No later than 30 calendar days from the First Amendment Effective Date, ~~The City shall convey to RTD those portions of the properties identified as NW-11 and NW-12 on Exhibit C that are necessary for RTD to implement the Platform and southwestern portion of the~~

~~Pedestrian Underpass (the ***Platform Parcels)***. RTD shall, at its sole cost, provide legal descriptions for the Platform Parcels not later than 30 days from the Effective Date. T~~ the City shall convey ~~the Platform Parcels~~ to RTD via special warranty deed,~~(s), substantially in~~ the form of which is attached ~~hereto~~ to this First Amendment as Exhibit ~~D~~ C-2, those portions of the properties identified as NW-11 and NW-12, legally described in the attached Exhibit C-3 (the Station Betterment Parcel), with nominal consideration to be paid by RTD; the value of those parcels will not count as a credit against the City's Local Agency Contribution as it supports the City requested Station Betterment implementation. Such conveyance shall be subject to an access and maintenance easement retained by the City for the maintenance of landscape, irrigation and other City improvements on the Station Betterment Parcel~~. not later than 60 days from the Effective Date; provided, if the City is unable to complete conveyance of a fee interest in the Platform Parcels to RTD by such date, the City shall convey a permanent and exclusive easement to RTD to be effective not later than 60 days from the Effective Date. Upon conveyance of fee interest in the Platform Parcels, RTD shall count the value of the Platform Parcels as a credit against the City's local agency contribution to the NWES, in accordance with the Local Match IGA.~~

4. **Section 2.2.g (RTD Transit Elements Easement)** is amended as follows:

g. **RTD Transit Elements Easement.** The City shall enter into an easement agreement (the ***RTD Easement***) with RTD to govern the RTD Transit Elements installed on the Station Property and that shall include, to the extent necessary, the right of vehicular (including RTD buses and maintenance vehicles) and pedestrian ingress and egress thereto. The RTD Easement shall not be inconsistent with the terms of this IGA. ~~and shall, among other things, address the division of RTD's and the City's rights and responsibilities with respect to ongoing maintenance and capital repair costs of the RTD Transit Elements.~~ The Parties shall use best efforts to negotiate and agree on the RTD Easement within one year of the Effective Date and the RTD Easement shall be executed by the Parties no later than the January 1, 2014 or the date upon which the first RTD Transit Element is inspected and accepted by RTD, whichever is earlier. Legal descriptions for the RTD Easement shall be prepared by RTD and be based upon an RTD survey of completed construction of each of the RTD Transit Elements and an accessible pedestrian walkway between the Pedestrian Underpass Interface and the Parking Facility to be built by the City. The Parties agree legal descriptions may be appended to the RTD Easement by addendum, as and when necessary. The RTD Easement shall ~~not be recorded until~~ be modified upon final acceptance of the Project and after surveying by RTD to reflect all necessary updates to the legal descriptions of the RTD Easement. ~~have been appended to the RTD Easement~~.

5. **Section 6.4 (*Sales and Use Taxes*)** is replaced to read as follows:

6.4 Sales and Use Taxes.

a. RTD acknowledges that RTD Contractors are not exempt from the City's sales and use taxes pursuant to Title IV, Chapter 2 of the Westminster City Code. RTD acknowledges that the City imposes a 3.0 % general sales and use tax against all taxable transactions as defined in the Westminster City Code (the ***City General Sales/Use Tax***), and two special voter approved and voter designated sales and uses taxes in the amount of 0.6% (designated for public safety purposes), and 0.25 % (designated for parks, open space and trails) (together, the ***Voter Designated Sales/Use Taxes***). The City acknowledges that as partial consideration for the RTD Funding, the RTD O & M Costs, and other consideration provided by RTD pursuant to this IGA and the Local Agency Contribution IGA, the City shall accept a Local Match Credit in the amount of $324,143 as a final settlement of RTD Contractors' City General Sales/Use Tax obligations. Within 30 days of the Effective Date of the First Amendment to the Station IGA, the City shall accept as final settlement of RTD Contractors' Voter Designated Sales/Use Tax a cash payment by RTD to the City in the amount of $91,841. Thereafter, RTD Contractors shall have no further obligations to report or pay the City General Sales/Use Tax or Voter Designated Sales/Use Taxes related to the construction and commencement of revenue service of the NWES to the Westminster Station.

b. This Section 6.4 applies only to work performed by RTD Contractors for the Northwest Rail Electrified Segment that is the subject of this Station IGA and applies only to work performed by RTD Contractors up to the date RTD commences revenue service to the Station. No credit for the Local Match Credit or the settlement of RTD Contractors' Voter Designated Sale/Use Tax payment shall be given by the City to RTD Contractors for any equipment or materials used by RTD Contractors in connection with any work other than the NWES that is the subject of this Station IGA, and RTD Contractors shall remain responsible for the payment of any sales and uses taxes that may be imposed by the City in relation to other work RTD Contractors may perform on behalf of RTD or others for other locations or projects.

6. **Section 7.1 (Responsibilities)** is amended as follows:

7.1 Responsibilities. Except as otherwise provided in this IGA, the City Project <u>and the Station Betterment</u> shall be operated and maintained in accordance with, and RTD and the City shall perform each of the duties assigned to each of them on, Exhibit I and Exhibit I-A. RTD shall ensure that the Concessionaire performs each of the duties assigned to it on Exhibit I and Exhibit 1-A.

7. **Section 7.3 (*Operations and Maintenance following the Concession Agreement Expiration or Termination*)** is amended as follows:

7.3 Operations and Maintenance following the Concession Agreement Expiration or Termination.

a. Not later than January 31, 2044, RTD and the City shall meet to negotiate an IGA to govern the Parties' rights and obligations with respect to the performance of, and/or payment for, the operation, maintenance and capital repair of the Parking

Facility, Permanent Bus Facilities, North Plaza, ~~and~~ Pedestrian Underpass Interface, and Station Betterment following the expiration of the Concession Agreement (the ***O&M IGA***). The Parties currently anticipate that the performance of operation and maintenance responsibilities shall remain substantially unchanged, but that reimbursement between the Parties for costs incurred in performing such activities shall be renegotiated to more accurately reflect costs anticipated to be incurred in 2045 and subsequent years. The Parties shall exchange then-current documentation, including maintenance plans and actual costs incurred therefor, necessary to establish each Party's costs eligible for reimbursement from the other Party. The Parties shall make best efforts to execute the O&M IGA, which shall be effective as of January 1, 2045, prior to completion of the budget authorization process of each of the Parties.

b. In the event of early termination of the Concession Agreement, RTD and the City shall amend this IGA either to identify a substitute Concessionaire or to remove the Concessionaire and require RTD to assume all delegated Concessionaire duties identified in Section 4.5 *(Concessionaire Duties);* **provided** all other rights and obligations of the Parties, including obligations to make payment to the other Party, shall remain unchanged unless mutually agreed by the Parties. For the avoidance of doubt, the ~~amount of RTD Funding and RTD~~ owed per the Net O&M Costs required to be paid to either ~~by~~ RTD or ~~to~~ the City under this IGA in the event of an early termination of the Concession Agreement shall remain unchanged.

8. Section 8.1 (Local Agency Contribution) is deleted as follows:

~~**8.1 Local Agency Contribution**. As consideration for the conveyance of the Platform Parcels to RTD, RTD shall, in accordance with the provision of the Local Agency Contribution IGA, credit toward the City's NWES local agency contribution $4.50 per each square foot conveyed to RTD, which amount represents the agreed fair market value of the Platform Parcels.~~

9. Section 8.2.d (Payment) is amended as follows:

d. Payment. Within 30 days of receipt of the City's invoice, RTD shall pay undisputed amounts claimed in the City's invoice until such time as RTD has paid the RTD Funding; **provided**~~, (i)~~ that portion of the RTD Funding that is attributable to tap fees shall be credited against the City's Local Agency Contribution in accordance with the Local Agency Contribution IGA ~~and (ii) RTD shall retain 5% of the RTD Funding until such time as the RTD Transit elements to be built by the City, the Retaining Wall and the North Plaza are inspected and accepted by RTD. Within 30 days of final inspection and acceptance by RTD of the RTD Transit Elements to be built by the City, the Retaining Wall and the North Plaza, RTD shall pay to the City the reminder of the RTD Funding~~.

10. Section 8.3 (Payment of *RTD O&M Costs*) is amended as follows:

8.3 Payment of Net O&M Costs.

a. Indexation. Each calendar year, commencing on January 1, 2017, RTD shall index the Net O&M Costs in accordance with Section 1 of Part G of Attachment

11 (*Service Payments*) to the Concession Agreement, where: ~~**RTD O&M Costs**. As compensation to the City for costs incurred in maintaining, and performing capital maintenance of, the RTD Parking, the Permanent Bus Facilities, the Retaining Wall and the North Plaza, RTD shall make monthly payments to the City, the aggregate of which shall equal the RTD O&M Costs.~~

i. $BASP_n$ equals the Indexed Net O&M Costs in calendar year *n*;

ii. $BAISP_{NWESbase}$ equals the Net O&M Cost in calendar year *n*; and

iii. Each of the $BAISP_{EChase}$, $BAISP_{Glbase}$, and $ABANISP_n$ equal $0.

b. Payment of Indexed Net O&M Costs. In each calendar year from 2017 until 2044, by January 31 of each calendar year, RTD shall notify the City of the Indexed Net O&M Costs calculated in accordance with this Section 8.3 for that calendar year. The respective party shall pay the other party the Indexed Net O&M Costs based off of Exhibit L. ~~**Indexation.** Each calendar year, commencing on January 1, 2017, RTD shall index the base annual RTD O&M Costs of $34,309 in accordance with Section 1 of Part G of Attachment 11 *(Service Payments)* to the Concession Agreement, where:~~

~~i. *BASPn* equals the aggregate RTD O&M Costs (including indexation) in calendar year *n;*~~

~~ii. *BAISPNWESbase* equals $34,309; and~~

~~iii. each of *BAISPECbase, BAISPGLbase,* and *ABANISPn* equal $0.~~

c. Invoicing and ~~Payment~~ Disputes. The party due payment in that calendar year shall submit to the other party ~~RTD shall notify the City of the aggregate RTD O&M Costs to be paid to the City in that calendar year. In each calendar year from January 31, 2017 until January 1, 2045, the City shall become entitled to payment of the RTD O&M Costs calculated in accordance with this Section 8.3 *(Payment of RTD O&M Costs)* for that calendar year. Within 30 days following the last date of each calendar month, the City shall submit to RTD~~ an invoice for the ~~RTD~~ Net O&M Costs, and, within 30 calendar days of receipt, ~~of the City's invoice, RTD~~ the receiving party shall pay all undisputed amounts ~~claimed until such time as RTD has paid the RTD O&M Costs due in that calendar year~~ in the invoice. Any disputed amounts shall be resolved following **Section 11 (*Disputes*)**.

11. Section 9.2 (RTD Step-In Rights) is amended as follows:

9.2 RTD Step-In Rights. Subject to Section 9.1, if the City fails to meet any of the milestone dates or durations identified in Exhibit H and RTD determines that the City will thereafter be unable to complete the Parking Facility~~, the Interim Bus Facilities~~ and/or Permanent Bus Facility~~ies~~ (excluding the Bus Facilities Transit Amenities), the North Plaza and/or the Associated Infrastructure for which the City is responsible by ~~the later of the applicable completion date identified in Exhibit H or March 31, 2016,~~ the revenue service date, which is currently projected to be July 25, 2016, RTD will be entitled to carry out, or arrange to have carried out, the work necessary either to implement the Base Plan or to complete the City Project (in RTD's sole discretion), including acceleration and delay costs (each as applicable), at the cost and expense of the City. In such event, RTD shall notify the City that it intends to exercise its right under this Section 9.2 and shall provide the City with 60 days to cure or provide a plan to cure the breach or breaches identified

in the RTD step-in notice. If after the 60-day cure period has elapsed, the City shall have failed to cure or provide a plan that, in RTD's sole discretion, is adequate to cure, RTD shall exercise its step-in rights and shall thereafter have no obligation to make payments toward the RTD Funding for work performed after the date of the final step-in notice. The City shall, to the extent it has not already done so, immediately grant to RTD the RTD Easement and any other temporary construction easements necessary for RTD to complete the Base Plan or the City Project on the Station Property. RTD shall be entitled to draw and retain the full amount of the City's payment and performance bond as full or partial payment therefor. The right of RTD to retain the unpaid balance of the RTD Funding and draw upon the payment and performance bond is not intended to constitute a penalty, but is intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of procuring and paying for the work and for other costs incurred by RTD in reliance upon the City's agreement to enter into the transactions contemplated hereby. The Parties acknowledge that it is difficult to ascertain the amount of actual damages that would be incurred by RTD in such circumstances, and that such liquidated damages are a reasonable estimate of the presumed actual damages that would be incurred by RTD. RTD agrees that if it exercises its step-in rights under this Section 9.2, that the City shall have no obligation to pay liquidated damages under Section 9.3.

12. Section 9.3 (Liquidated Damages) is amended as follows:

9.3 Liquidated Damages.

a. Recognizing that time is of the essence in completing the City Project, that completion of certain elements of the City Project are necessary for commencement of revenue service of the NWES, and that in the event of failure to complete those elements of the City Project it would be difficult to determine the exact amount of the loss suffered by RTD due to the City's failure to complete such work, if:

i. the City shall fail to obtain final inspection and acceptance by RTD, the Concessionaire and BNSF, as applicable, of the Retaining Wall by the Retaining Wall Completion Date and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station on ~~March 31, 2016~~ the revenue service date, which is currently projected to be July 25, 2016, subject to Section 4.1b of this IGA; or

ii. the City shall fail to acquire the North Plaza Property and provide access thereto to the Concessionaire by April 15, 2013 and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station, subject to Section 4.1b of this IGA on ~~March 31, 2016~~ the revenue service date, which is currently projected to be July 25, 2016; or

iii. the City shall fail to obtain final inspection and acceptance by RTD of all pedestrian connections between the Pedestrian Underpass and adjacent public rights of way that are necessary for RTD patrons to reach the Pedestrian Underpass on ~~or before the later of March 31, 2016 and the date that the Concessionaire is certified and ready to commence revenue service to the Station and RTD~~ the revenue service date, which is currently projected to be July 25, 2016, and, as a result of the City's failure, directs the Concessionaire DTP to postpone commencement of revenue service to the Station, the City shall pay to RTD as liquidated damages and not as a penalty an amount for each and every day of delay calculated by reference to the amount of revenue service payments due and payable to the Concessionaire for delivery of such service, to wit, an amount equal to $8,965.00 per day; provided further that, other than as provided for in this IGA, any failure to perform will not be considered excusable.

b. The obligations of the City under this Section 9.3 are not intended to constitute a penalty, but are intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of delay in completion of the City Project incurred by RTD in reliance upon the City's agreement to perform such work in accordance with the terms herein.

C. DOCUMENTS OTHERWISE UNCHANGED

Except as specifically provided in this First Amendment, the Station IGA remains unchanged and in full force and effect in accordance with its terms. Each reference to the Station IGA shall be a reference to the Station IGA, as amended by this First Amendment and as it may be further amended, supplemented and otherwise modified and in effect from time to time.

D. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this First Amendment.

E. GOVERNING LAW

This First Amendment shall be construed in accordance with, and this First Amendment and all matters arising out of or relating in any way whatsoever to this First Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

F. EXECUTION IN COUNTERPARTS

This First Amendment may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which when taken together will constitute a single contract. This First Amendment is effective when it has been executed by each Party.

G. BINDING EFFECT

This First Amendment is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

H. SEVERABILITY

The provisions of this First Amendment are severable and any provision of this First Amendment held to be invalid, illegal or shall not affect the validity, legality or enforceability of the remaining provisions.

I. LAW

This First Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this First Amendment as of the above stated Effective Date.

ATTEST:

By: _____
Michelle Parker
City Clerk

APPROVED AS TO LEGAL FORM FOR WESTMINSTER:

By: _____
David Frankel
City Attorney

CITY OF WESTMINSTER

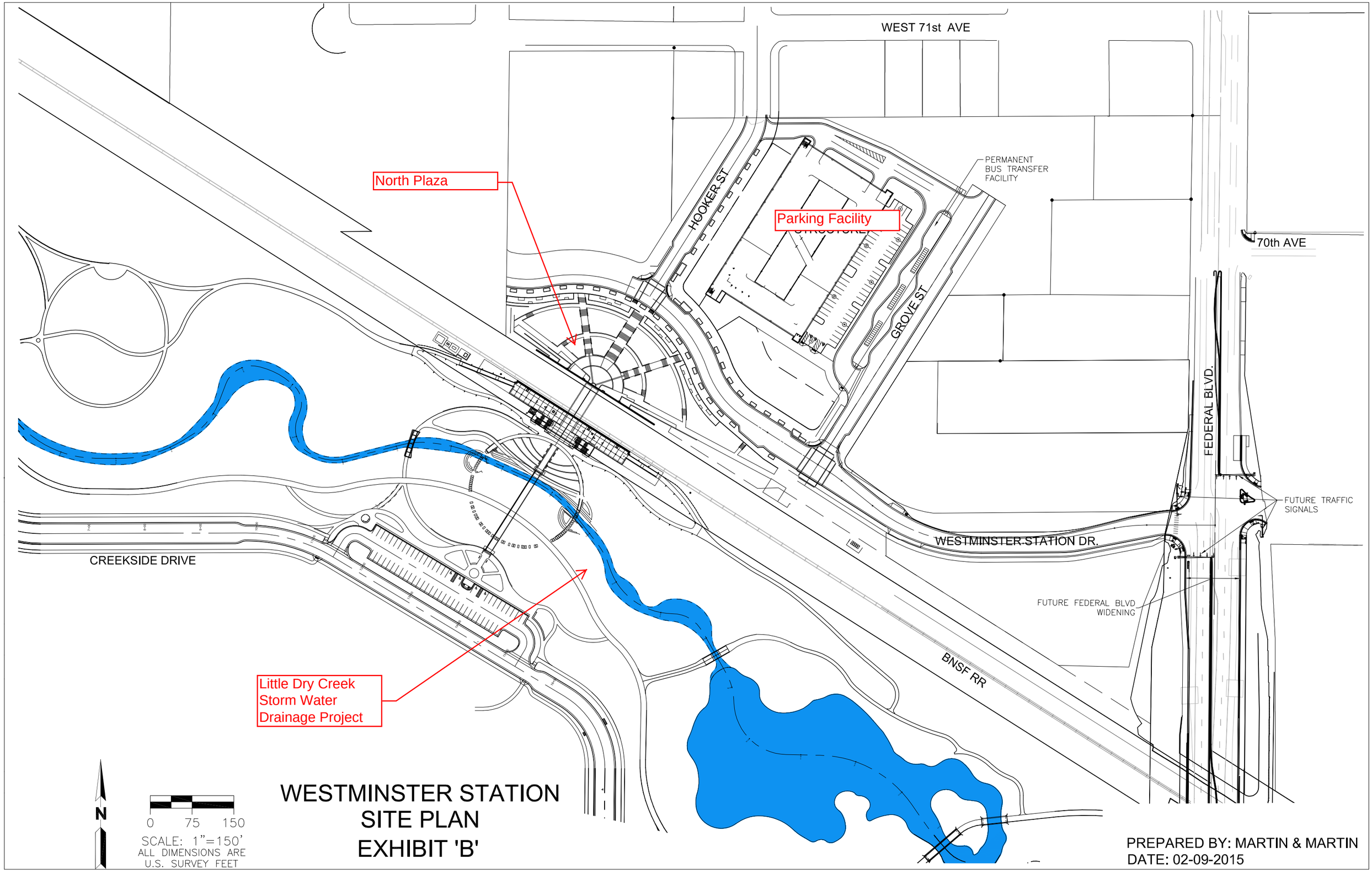
By: _____
Donald M. Tripp
City Manager

REGIONAL TRANSPORTATION DISTRICT

By: _____
David Genova
General Manager and CEO

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Associate General Counsel


WEST 71st AVE
North Plaza
HOOKER ST
Parking Facility
PERMANENT
BUS TRANSFER
FACILITY
GROVE ST
70th AVE
FEDERAL BLVD.
FUTURE TRAFFIC
SIGNALS
WESTMINSTER STATION DR.
CREEKSIDE DRIVE
FUTURE FEDERAL BLVD
WIDENING
BNSF RR
Little Dry Creek
Storm Water
Drainage Project
N
0 75 150
SCALE: 1"=150'
ALL DIMENSIONS ARE
U.S. SURVEY FEET
WESTMINSTER STATION
SITE PLAN
EXHIBIT 'B'
PREPARED BY: MARTIN & MARTIN
DATE: 02-09-2015

FIRST AMENDMENT
EXHIBIT C-2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2016, between the **City of Westminster**, a home-rule municipal corporation of the State of Colorado, organized pursuant to Article XX of the Colorado Constitution, whose legal address is 4800 W. 92nd Avenue, Westminster, Colorado, 80031, as "Grantor," *and* **Regional Transportation District**, a political subdivision of the State of Colorado, whose legal address is 1600 Blake Street, Denver, Colorado 80202, as "Grantee."

WITNESS, that Grantor, for and in consideration of the sum of ten and no/100 Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

See EXHIBIT "A," IDENTIFYING PARCELS NW-12B AND NW-12C BY LEGAL DESCRIPTION AND MAPS, ATTACHED HERETO AND INCORPORATED HEREIN.

RESERVING THEREFROM a permanent, non-exclusive easement allowing Grantor the right of ingress and egress to operate, repair, replace, inspect, plant, maintain and irrigate, as needed and as determined in Grantor's sole discretion, any and all landscaping, irrigation and surface improvements thereon or adjacent to (collectively, the "Improvements"). This easement shall be subject to Grantee's right to the undisturbed use, enjoyment and occupancy of the property, and Grantor's access under this easement shall be subject to reasonable conditions necessary to minimize service interruptions; and to ensure the health, safety, and welfare of the public, Grantee, and Grantee's contractors and employees.

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its heirs and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof by through or under the Grantor; except taxes and assessments for the current year and all subsequent years; and except inclusion of the property in any special taxing district; and except rights of third parties not shown by the public records of which Grantee had actual knowledge;

and except easements, restrictions, liens, reservations, leases, covenants and other instruments of record.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:
CITY OF WESTMINSTER

By: _____
Donald M. Tripp, City Manager

STATE OF COLORADO)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 2015, by Donald M. Tripp, as Authorized Representative of the City of Westminster on its behalf.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

(S E A L)

FIRST AMENDMENT
EXHIBIT C-3

LEGAL DESCRIPTIONS - SPECIAL WARRANTY DEED

EXHIBIT "A"
PARCEL NO. NW-12B
Date: April 15, 2015
DESCRIPTION

COLORADO REGISTERED AARON D. WILLIS 5-1-15 37064 PROFESSIONAL LAND SURVEYOR

Parcel No. NW-12B of the RTD Northwest Electrified Segment Corridor, being a portion of the parcel of land described at Reception No. 2008000000231, recorded on January 2, 2008, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the East line of said Reception No. 2008000000231, being the POINT OF BEGINNING;

THENCE S00°43'48"W, coincident with said East line, a distance of 20.67 feet;
THENCE N57°18'07"W, a distance of 12.34 feet;
THENCE N85°57'45"W, a distance of 6.25 feet;
THENCE N56°35'52"W, a distance of 75.10 feet;
THENCE N31°10'38"W, a distance of 4.71 feet;
THENCE N57°18'07"W, a distance of 25.37 feet, tangent with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 56°44'56", a radius of 11.00 feet, a chord bearing of N28°55'39"W a distance of 10.46 feet, and an arc distance of 10.90 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 44°22'25", a radius of 1.50 feet, a chord bearing of N22°44'23"W a distance of 1.13 feet, and an arc distance of 1.16 feet to point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 32°18'32", a radius of 146.00 feet, a chord bearing of N61°04'52"W a distance of 81.24 feet, and an arc distance of 82.33 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 34°43'35", a radius of 188.00 feet, a chord bearing of N59°52'20"W a distance of 112.21 feet, and an arc distance of 113.94 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 27°39'01", a radius of 72.00 feet, a chord bearing of N56°20'03"W a distance of 34.41 feet, and an arc distance of 34.75 feet;
THENCE N20°38'13"E, non-tangent with the last described curve a distance of 22.27 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 25.57 feet to a non-tangent curve;
THENCE along the arc of a curve to the left, having a central angle of 5°09'22", a radius of 149.50 feet, a chord bearing of N78°59'48"W a distance of 13.45 feet, and an arc distance of 13.45 feet to a point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 159°57'28", a radius of 3.00 feet, a chord bearing of S18°26'47"W a distance of 5.91 feet, and an arc distance of 8.38 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 18°51'00", a radius of 81.50 feet, a chord bearing of S52°06'27"E a distance of 26.69 feet, and an arc distance of 26.81 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 34°26'15", a radius of 181.50 feet, a chord bearing of S59°54'05"E a distance of 107.46 feet, and an arc distance of 109.09 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 13°21'04", a radius of 155.50 feet, a chord bearing of S70°26'40"E a distance of 36.15 feet, and an arc distance of 36.23 feet to said South line of RTD Corridor;
THENCE S57°17'39"E, non-tangent with the last described curve and coincident with said South line of RTD Corridor, a distance of 170.28 feet to the POINT OF BEGINNING.

Containing 4,776 square feet, (0.110 Acres), more or less.

COLORADO REGISTERED
AARON D. WILLIS
5-1-15
37064
PROFESSIONAL LAND SURVEYOR

Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

EXHIBIT "A"
PARCEL NO. NW-12C-Rev1
Date: August 8, 2015
DESCRIPTION

COLORADO REGISTERED
AARON D. WILLIS
8-7-15
37064
PROFESSIONAL LAND SURVEYOR

Parcel No. NW-12C-Rev1 of the RTD Northwest Electrified Segment Corridor, being a portion of LOT 2, BLOCK 1, FEIGHNER SUBDIVISION recorded in File 14, Map 636 on April 8, 1980, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet to the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the West line of said Lot 2, Block 1, being the POINT OF BEGINNING;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 82.66 feet, non-tangent with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 15°04'38", a radius of 155.50 feet, a chord bearing of S43°23'18"E a distance of 40.80 feet, and an arc distance of 40.92 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 39°00'40", a radius of 177.50 feet, a chord bearing of S55°21'19"E a distance of 118.53 feet, and an arc distance of 120.86 feet to a point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 75°09'10", a radius of 4.50 feet, a chord bearing of N67°33'46"E a distance of 5.49 feet, and an arc distance of 5.90 feet;
THENCE N29°59'11"E, tangent with the last described curve a distance of 9.32 feet to said South line of RTD Corridor;
THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 14.98 feet;
THENCE S32°42'21"W a distance of 21.85 feet, non-tangent with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 8°07'58", a radius of 197.00 feet, a chord bearing of N66°39'28"W a distance of 27.94 feet, and an arc distance of 27.96 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 35°08'58", a radius of 188.00 feet, a chord bearing of N53°08'58"W a distance of 113.53 feet, and an

arc distance of 115.33 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 38°03'54", a radius of 122.00 feet, a chord bearing of N54°36'26"W a distance of 79.57 feet, and an arc distance of 81.05 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 16°20'16", a radius of 76.00 feet, a chord bearing of N65°28'15"W a distance of 21.60 feet, and an arc distance of 21.67 feet;
THENCE N57°18'07"W, tangent with the last described curve to said West line of Lot 2, Block 1, a distance of 5.80 feet;
THENCE N00°43'48"E, coincident with said West line of Lot 2, Block 1, a distance of 20.67 feet to the POINT OF BEGINNING.

Containing 2,935 square feet, (0.067 Acres), more or less.

COLORADO REGISTERED
AARON D. WILLIS
8-7-15
37064
PROFESSIONAL LAND SURVEYOR

Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

RTD FASTTRACKS

1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6966

Sheet Revisions		
Date	Description	Initials
09-25-09	RFP Release	JSX
02-19-10	Updated Design Files / Add Acquisition Shapes	DDH
12-20-10	Updated Design Files / Add Acquisition Shapes	DDH
02-03-11	Updated Design Files, Remove Parcel NW-13A	DDH
08-18-11	Add Parcel NW-10	DDH
05-22-12	Updated Design and Proposed Acquisition Shapes	JSX
10-23-12	Updated NW-12 & NW-12A	JSX

Sheet Revisions		
Date	Description	Initials
04-07-15	Removed Parcels NW-12-REV1 & NW-12A-REV1	BPB
04-20-15	Added Parcels NW-12B & NW-12C	BPB
08-06-15	Revised Parcel NW-12C	BPB

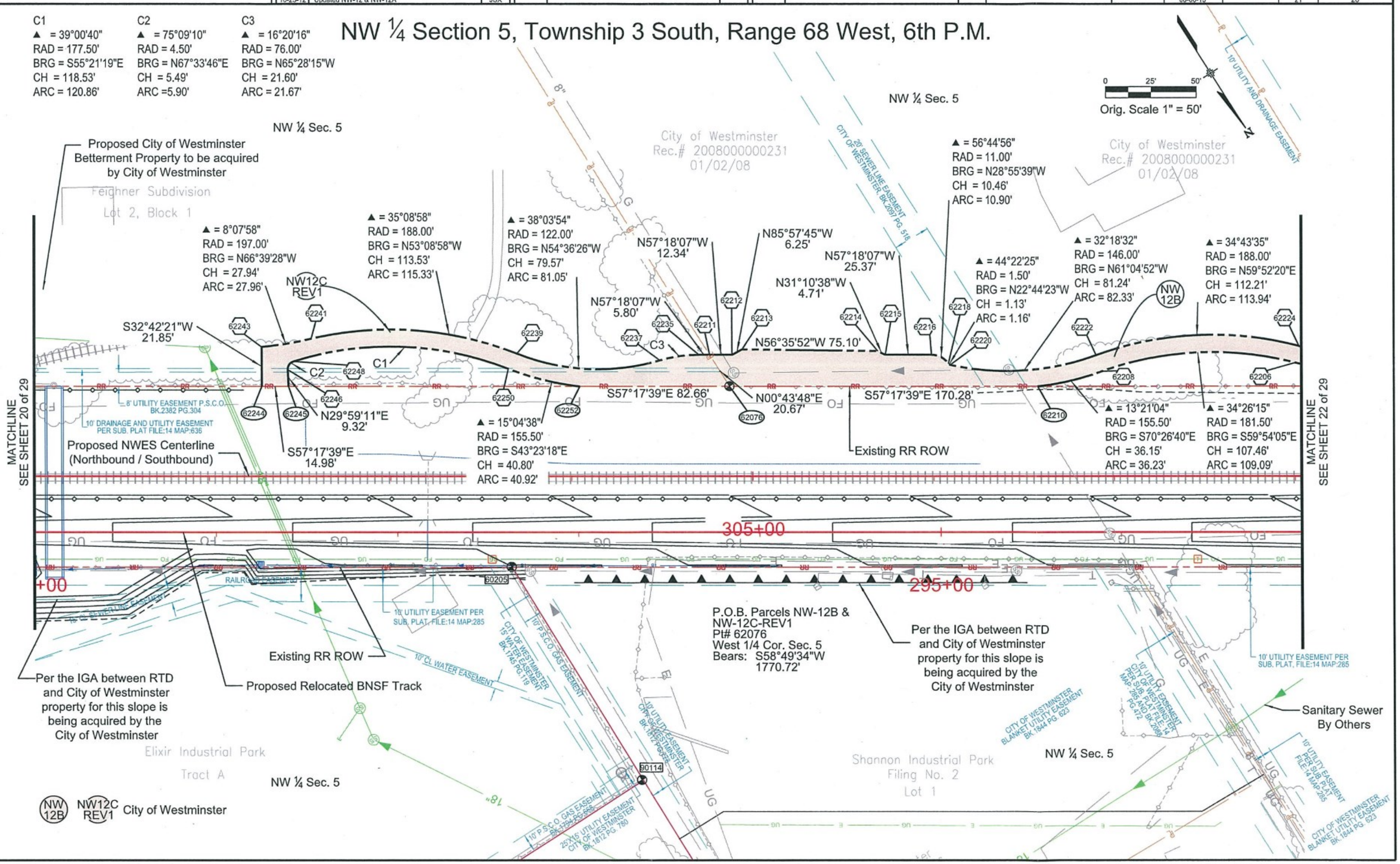
Sheet Revisions		
Date	Description	Initials

JACOBS
707 17th Street, Suite 2300
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5298

Right of Way Plans
Plan Sheets
Project Number: 072120
Project Location: RTD FasTracks NWES Corridor - Unit C
Project Location: Pecos St. to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	08-06-15		21	26

NW ¼ Section 5, Township 3 South, Range 68 West, 6th P.M.



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RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6966

Sheet Revisions		
Date	Description	Initials
09-25-09	RFP Release	JSX
02-19-10	Updated Design Files / Add Acquisition Shapes	DDH
12-20-10	Updated Design Files / Add Acquisition Shapes	DDH
02-03-11	Updated Design Files	DDH
08-18-11	Adjust Sheet Numbers	DDH
05-22-12	Updated Design and Proposed Acquisition Shapes	JSX
04-07-15	Removed Parcel NW-12-REV1	BPB

Sheet Revisions		
Date	Description	Initials
04-20-15	Added Parcel NW-12B	BPB

Sheet Revisions		
Date	Description	Initials

JACOBS
707 17th Street, Suite 2300
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5298

Right of Way Plans
Plan Sheets
Project Number: 072120
Project Location: RTD Fastracks NWES Corridor - Unit C
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	04-20-15		22	26

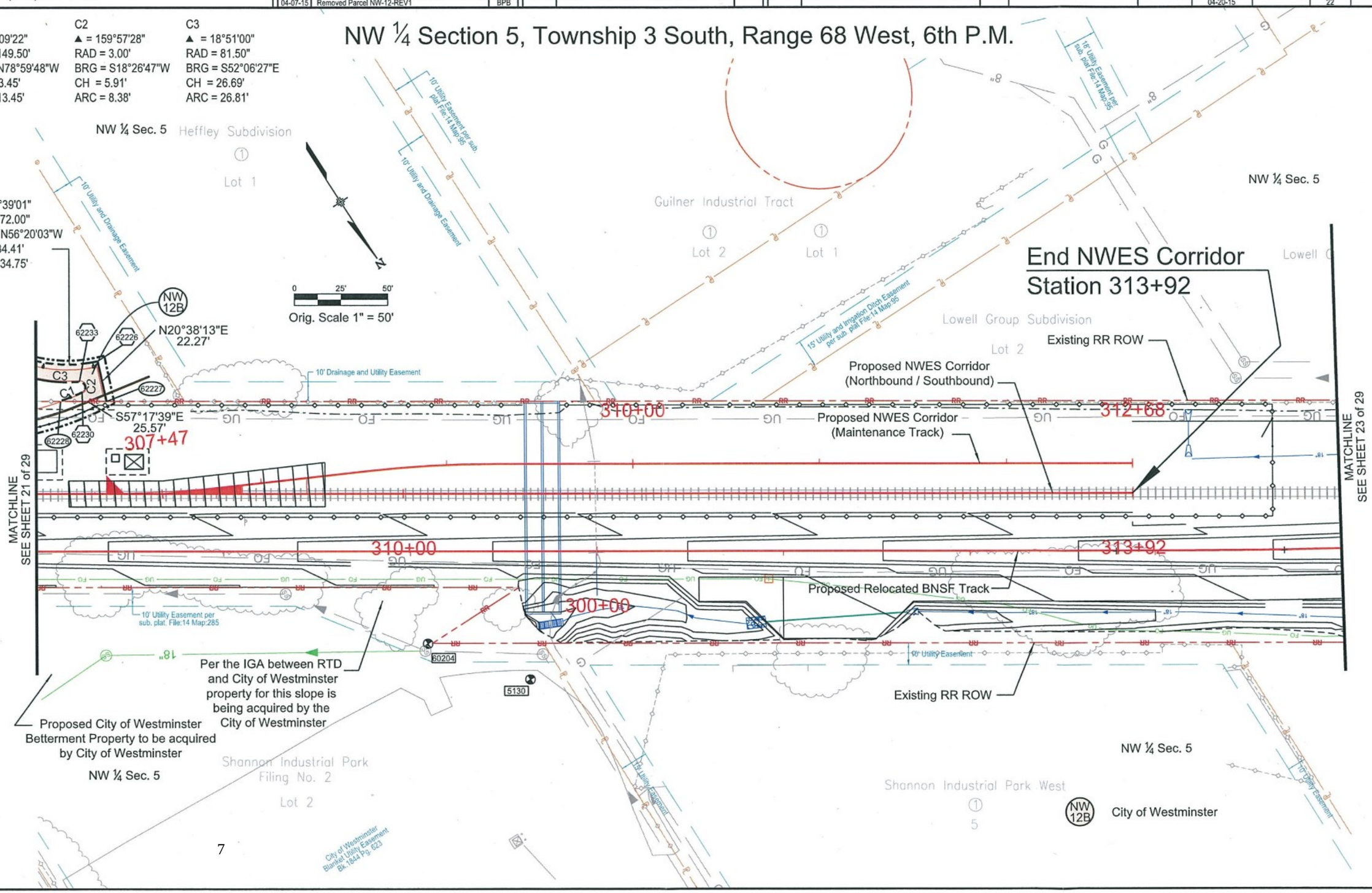

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Exhibit H- Westminster Station Schedule

Westminster IGA				
	Responsibility	Start Date	Duration	End Date
Westminster Station		30-Sep-10		31-Dec-13
City to acquire land for Parking Facilities and Interim Bus Facilities	CoW		completed	2-Sep-10
City to provide Hoooker Street location for alignment of Pedestrian Underpass	CoW		completed	11-May-11
RTD to provide Legal Description for Platform Parcels & Betterment Parcels (RPC 041)	RTD/DTP			1-Jun-15
RTD to provide legal descriptions for Sanitary Sewer parcels (incl. TCE)	RTD/DTP		completed	18-Jan-13
RTD to provide legal descriptions for BNSF Drainage easement (incl. TCE)	RTD		completed	10-Jan-13
City to provide Pedestrian Underpass TCE	CoW		completed	30-Apr-13
City to provide Staging Area to DTP	CoW		completed	30-Apr-13
City to convey fee interest in Platform Parcels & Betterment Parcels (RPC 041)	CoW		60 days	1-Aug-15
City to provide Sanitary Sewer easements (incl. TCE)	CoW		completed	14-Aug-13
City to provide BNSF Drainage easement (incl. TCE)	CoW		completed	14-Aug-13
Execution of RTD Transit Elements Easement	RTD/CoW		completed	1-Jan-14
Little Dry Creek Storm Water Drainage Project	CoW		360 days	1-Mar-16
RTD to provide copy of executed Change Order (RPC 006)	RTD		completed	27-Jun-12
Commuter Rail Design				25-Oct-11
RTD to provide 100% design plans for pedestrian underpass, NWES Drainage & Comm. Manhole	RTD/DTP		completed	25-Oct-11
North Plaza				
30% Design North Plaza	CoW		completed	9-Feb-12
RTD review of 30% Design North Plaza	RTD			
50% Design North Plaza	CoW		completed	5-Mar-15
RTD review of 50% Design North Plaza	RTD		20 days	25-Mar-15
100% Design North Plaza	CoW	1-Apr-15	30 days	30-Apr-15
RTD approve 100% Design North Plaza	RTD/DTP	30-Apr-15	20 days	20-May-15
Utility relocations for Sanitary Sewer (NW-52-10-SS, NW-52-12-SS)	RTD/DTP		Completed	31-Jan-15
Construction of North Half of Pedestrian Tunnel	RTD/DTP		Completed	28-Feb-15
Construction of Retaining Wall	CoW		Completed	13-Feb-15
City to obtain final inspection and acceptance by RTD of the Retaining Wall	CoW			5-May-15
Excavate & Place Embankment for BSNF Relocation	RTD/DTP	28-Apr-14	15 days	16-May-14
RR Relocation Construction	RTD/DTP	15-May-15		10-Jun-15
Construction of South Half of Pedestrian Tunnel	RTD/DTP	15-Jun-15	75 days	1-Sep-15
Construction of North Plaza	CoW	1-Aug-15	10 months	25-May-16
Construction of Associated Infrastructure (access and circulation infrastructure, roadways, sidewalks)	CoW			25-May-16
City to obtain final inspection and acceptance by RTD of the pedestrian connections between Pedestrian Underpass and pubic right of way	CoW			25-May-16
PUC application	RTD/CoW			15-Jun-15
Parking Facility		1-Jan-14		1-Jan-16
RTD to provide Parking License for off-peak parking spaces (Section 2.2.i)	RTD/CoW		To be effective not later than Revenue Service Commencement Date	
100% design Parking Facility	RTD/CoW	Jul-14		21-May-15
RTD Approve 100% Design Parking Facility	RTD/DTP		20 days after submittal	11-Jun-15
Construction of Parking Facility	CoW	1-Aug-15	10 months	25-May-16
Install RTD Safety & Security Equipment	RTD/DTP	25-May-16	2 months	25-Jul-16
City to provide Certificate of Occupancy/Parking Facility open for public use	CoW			25-May-16
Bus Loading Area & Access Road		1-Jul-13		1-Jan-16
City to notify RTD re Interim or Permanent Bus Facilities	CoW		Completed	27-Jun-13
City submit 100% Design for Bus Facilities	CoW			21-May-15
RTD approve 100% Design Bus Facilities	RTD/DTP		20 days after submittal	11-Jun-15
Construction of Permanent Bus Facilities	CoW	1-Aug-15	10 months	25-May-16
City to provide Easement for Permanent Bus Facilities	CoW		To be effective on RTD acceptance of Permanent Bus Facilities	25-May-16
RTD to provide legal description of RTD Transit Elements Easements	RTD/DTP			1-Jan-16

Exhibit I

WESTMINSTER STATION MAINTENANCE AND OPERATIONS MATRIX

RTD, CITY AND CONCESSIONAIRE RIGHTS AND RESPONSIBILITIES

The Parking Facility		
Westminster	**RTD**	**DTP**
• Maintain the Parking Facility, including the RTD Parking • Provide security in addition to the RTD Safety and Security as the City may require • Perform capital replacement as necessary to keep equipment and infrastructure (excluding RTD Safety & Security Equipment) in like-new condition, normal wear-and-tear excepted	• Maintain RTD Safety & Security Equipment from the date of RTD's installation thereof • Enforce RTD Parking Management Program as RTD may require	• None
Permanent Bus Facilities		
Westminster	**RTD**	**DTP**
• Maintain, or cause to be maintained, the Bus Facilities Property until the date that RTD notifies the City that the Permanent Bus Facilities construction has been accepted	• Maintain the Permanent Bus Facilities and the Bus Facilities Transit Amenities until the date that DTP takes possession • Maintain and perform capital replacement of the Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof • Maintain and perform capital replacement of the Permanent Bus Facilities from the End Date of the Concession Agreement for the term of the RTD Easement	• Maintain and perform capital replacement of the Permanent Bus Facilities and Bus Facilities Transit Amenities from the date that DTP takes possession as required by and in accordance with the Concession Agreement

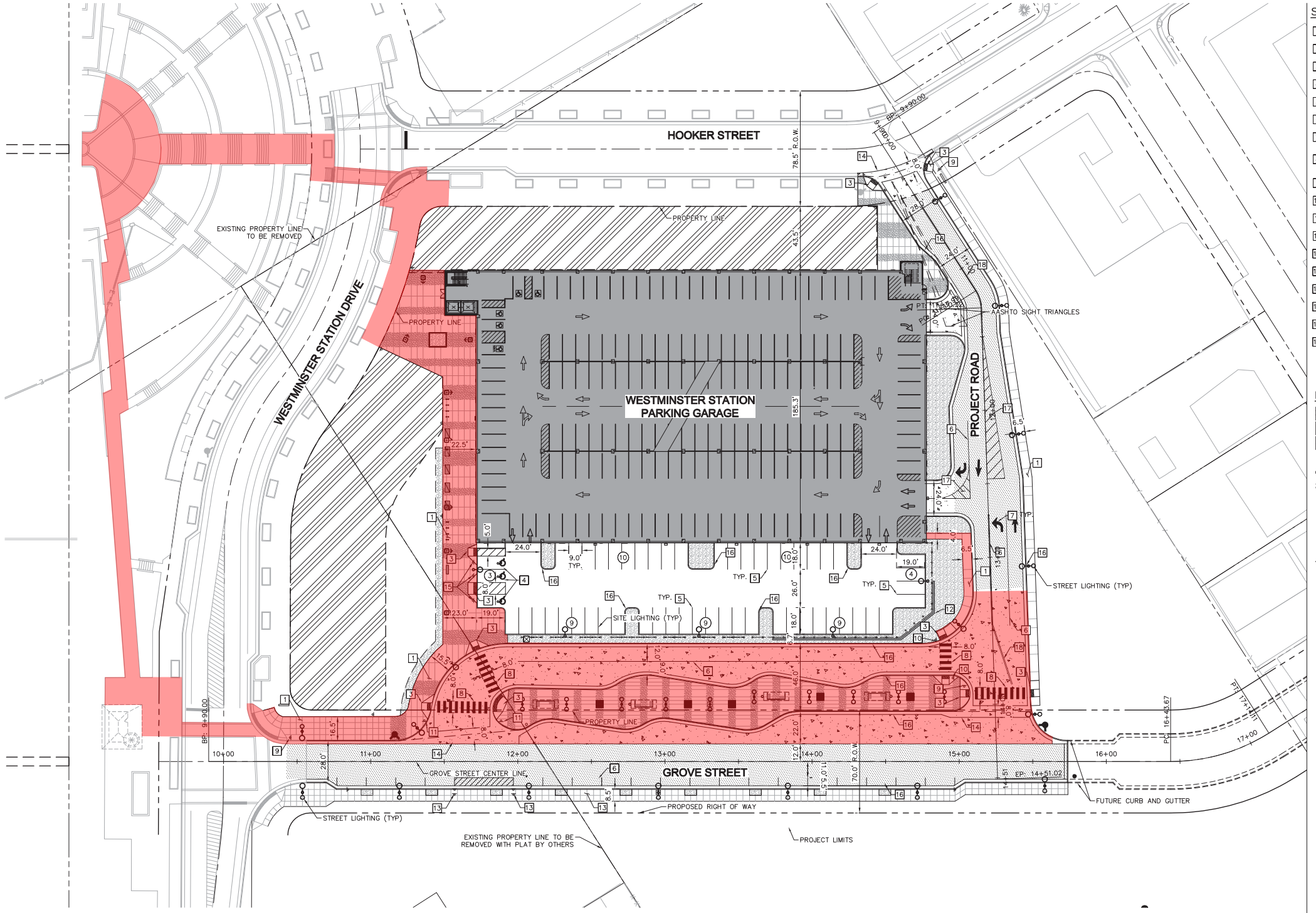
Interim Bus Facilities[1]		
Westminster	**RTD**	**DTP**
• Maintain and perform capital replacement of the Interim Bus Facilities (excluding the Bus Facilities Transit Amenities), including snow removal within the limits shown on Exhibit I-A	• Perform snow removal of sidewalks within the limits shown on Exhibit I-A from the effective date of the RTD Easement for the Interim Bus Facilities until the date that DTP takes possession • Maintain and perform capital replacement of the Bus Facilities Transit Amenities, Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof until implementation of the Permanent Bus Facilities	• Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A from the time that DTP takes possession
North Plaza		
Westminster	**RTD**	**DTP**
• During design and construction, of the City Project maintain the Plaza Property in accordance with the temporary construction easement (or North Plaza Easement, as applicable) for the North Plaza • Operate, maintain and perform capital maintenance of the North Plaza and maintain the North Plaza Easement from effective date of the easement until release of the easement (if applicable)	• Subject to the North Plaza Easement, own and maintain the Plaza Property from the date that RTD acquires title thereto (subject to any Westminster temporary or permanent easements) until the date that DTP takes possession • Maintain and perform capital replacement of Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof	• Maintain the Plaza Property (excluding the North Plaza Easement that is the subject of Westminster temporary or permanent easements) from the date that DTP takes possession as required by and in accordance with the Concession Agreement • Maintain and perform capital replacement of the Plaza Transit Amenities (excluding the RTD Fare Collection Equipment) • Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A

[1] Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

Associated Infrastructure		
Westminster	**RTD**	**DTP**
Traffic Improvements		
• Own, operate, maintain and perform capital replacement of the Traffic Improvements (or use best efforts ensure that CDOT owns, operates, maintains and performs capital replacement of same); **provided**, the City shall not be required to maintain or perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities installed within the RTD Easement boundaries	• Maintain and perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities within the RTD Easement	• None
Drainage		
• Own, operate, maintain and perform capital maintenance of the City Drainage	• Ensure that BNSF maintains the NWES Drainage	• None
Sanitary Sewer		
• Own and maintain the Sanitary Sewer Parcels from the date that the Sanitary Sewer relocation is accepted by the City • Own, operate, maintain and perform capital replacement of the relocated Sanitary Sewer from the date of the City's acceptance of the Sanitary Sewer relocation in accordance with the URA	• None	• None
Communications Manhole, conduit and fiber		
• None	• Maintain and perform capital replacement of the communications fiber installed between the Platform and the Communications Manhole and between the Communications Manhole and the RTD Safety & Security Equipment and Fare Collection Equipment	• Maintain and perform capital replacement of two four-inch conduits from the Communications Manhole to the RTD Safety & Security Equipment, Fare Collection Equipment and the Platform

Water Supply		
• Maintain and perform capital replacement of water meter pit, water supply tap and service line to the water meter pit	• None	• Maintain and perform capital replacement of the service line from the water meter pit in the North Plaza to the Platform
Sidewalks, Curb & Gutter, Landscaping, etc.		
• Maintain and perform capital replacement of sidewalks, curb and gutter, landscaping, stairways and ramps, erosion control features and infrastructure necessary for the RTD Safety & Security Equipment from the date that each such item is accepted by the relevant Party	• None	• Perform snow removal on pedestrian walkways from the Pedestrian Underpass to the Parking Facility, Bus Facilities and adjacent public rights of way as depicted in Exhibit IA
PLATFORM PARCELS		
• Maintain the Platform Parcels until the date upon which RTD takes title	• Maintain the Platform Parcels from the date upon which RTD takes title to the Platform Parcels until the date that DTP takes possession of the Platform Parcels	• Maintain the Platform Parcels from the date that DTP takes possession as required by and in accordance with the Concession Agreement • Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement
PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE		
• Maintain the Retaining Wall, including the headwall above the Pedestrian Underpass Interface • Provide cleaning, trash removal, graffiti removal, and aesthetic surface treatment in the pedestrian underpass.	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which RTD takes possession until the date upon which DTP takes possession of such property	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which DTP takes possession of such property as required by and in accordance with the Concession Agreement

	• Maintain the public art provided by RTD's Art-n-Transit program within the pedestrian underpass	• Maintain and perform capital replacement of the Pedestrian Underpass and Pedestrian Underpass Interface, excluding the Retaining Wall headwall above the Pedestrian Underpass Interface to be implemented by the City, as required by and in accordance with the Concession Agreement
LITTLE DRY CREEK PARK		
• Own, operate, maintain and perform capital replacement of the Little Dry Creek Park and appurtenances	• None	• None



SITE PLAN NOTES

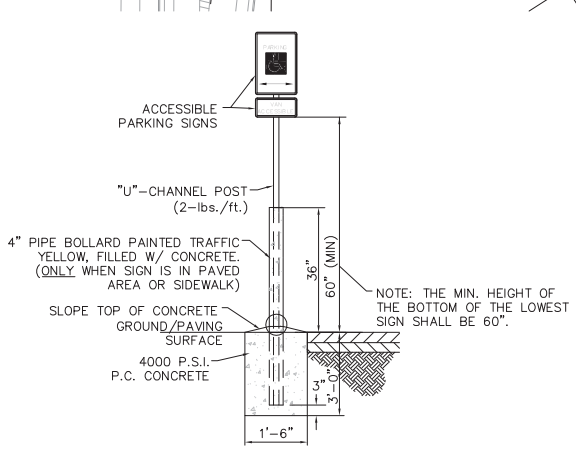
1. CONCRETE SIDEWALK PER COW STD DTL R7 WIDTH PER PLAN
2. ASPHALT SURFACE PARKING LOT 5" HMA, 8" ABC PER GEOTECHNICAL RECOMMENDATIONS
3. ADA CURB RAMP PER COW STD DTL R10
4. ADA PARKING STALL AND STRIPING, PER DETAIL THIS SHEET
5. PAVEMENT MARKING – 4" WHITE PARKING STALL STRIPING
6. PAVEMENT MARKING – 4" WHITE ROADWAY LANE STRIPING
7. PAVEMENT MARKING – DIRECTION ARROW PER CDOT STANDARD PLAN NO S-627-1
8. PAVEMENT MARKING – CROSS WALK STRIPING, 24" WHITE STRIPE 4' O.C. WIDTH PER PLAN
9. STOP SIGN (MUTCD R1-1)
10. DO NOT ENTER SIGN (MUTCD R5-1)
11. DO NOT ENTER, BUS ONLY SIGN
12. MSE BLOCK RETAINING WALL, REF GRADING PLAN
13. NO PARKING SIGN (LT OR RT) (MUTCD R7-1)
14. CONCRETE PAN PER COW STD DTL R11
15. ADA PARKING SIGN, PER DETAIL THIS SHEET
16. CONCRETE CURB AND GUTTER PER COW STD DTL R7
17. PAVEMENT MAKING – 4" YELLOW ROADWAY MEDIAN STRIPING
17. PAVEMENT MAKING – DOUBLE 4" YELLOW ROADWAY STRIPING

LEGEND

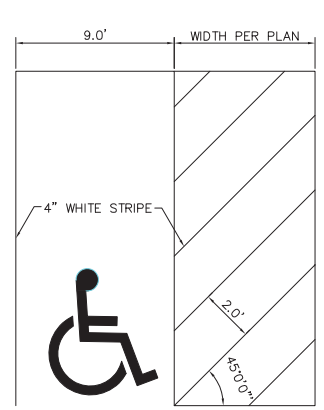
- PAD FOR FUTURE DEVELOPMENT
- CONCRETE ROADWAY PAVEMENT
- ASPHALT ROADWAY PAVEMENT
- (10) PARKING STALL COUNT
- LIMITS OF CONSTRUCTION
- FUTURE CURB AND GUTTER

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ARE TO FLOWLINE.
2. ROADWAY AND SITE LIGHTING SHOWN FOR REFERENCE. REFER TO LIGHTING PLANS FOR ADDITIONAL DETAILS.
3. REFERENCE LANDSCAPE PLANS FOR TREE LAYOUT AND PLANTING PLAN.
4. REFERENCE ARCHITECTURAL PLANS FOR PARKING LAYOUT AND STRIPING DETAILS INTERNAL TO THE BUILDING.



SITE SIGN BASE DETAIL
N.T.S.



ACCESSIBLE PARKING DETAIL
N.T.S.

Exhibit IA - Feb 23,12016

Beck Architecture
1001 17th Street
Suite PL100
Denver, CO 80202
303-446-9665
303-466-9667
www.beckarchitecture.com

WESTMINSTER

Kimley-Horn and Associates
990 South Broadway
Suite 200
Denver, CO 80209
303-228-2302
www.kimley-horn.com

CURRENT SUBMISSION:		PERMIT SET
#	DATE	SUBMISSION
A	02/20/15	50% CD Set
B	04/03/15	PERMIT SET

Westminster Station Garage

OVERALL SITE PLAN

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

096328001
JOB NO.

C-4.00
SHEET

K:\DEN_Civil\096328001\CADD\096328001CD_SP.dwg Gunderson, Eric

6 OVERALL SITE PLAN

MEMORANDUM OF RELIEF
No. 29

1. Agreement No.: 18FH012

2. Concessionaire: Denver Transit Partners

3. MOR/Change Title: **RTD Proposed Change No. 6, South Westminster Station**

4. Change Description: This Memorandum of Relief (MoR) authorizes payment to and, to the extent not already directed, directs Denver Transit Partners (DTP) to remove from DTP's Work certain elements of the NWES Westminster Station as more specifically identified in the intergovernmental agreement executed between RTD and the City of Westminster and in the Attachments listed in item 5.

5. Attachments to MoR:
   A Revisions to the Agreement
   B. RTD Change Report
   C. Schedule/Cost Activity Breakdown

6. Effect on Agreement: Change in Construction Payments of ($3,000,000).
   Change in Service Payments of ($960,646).
   Change to Schedule from this Change: None.

The scope of this MoR is hereby incorporated into the Work. Except as provided herein, all terms and conditions of the Agreement are unchanged and remain in full force and effect. All Subcontracts entered into for the performance of Work under this MoR shall comply with the requirements of the Concession Agreement and all provisions required to be flowed down to Subcontractors shall be inserted into such Subcontracts. This MoR, including attachments, shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This MoR embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Parties hereto.

****

7. Concessionaire Certification. DTP certifies that the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the Relief Event giving rise to this MoR. The undersigned waives any claim that it may have regarding any additional cost or time relief consequences with respect to such Relief Event.

8. To confirm agreement to this Memorandum of Relief, DTP is required to sign and return this signature page to the RTD Representative. One signed signature page will be signed by the RTD Representative and returned to the DTP Project Manager.

EXECUTED on the date set forth by the Parties below:

DENVER TRANSIT PARTNERS (DTP)

By: _____
Gregory Amparano
DTP Project Manager

Date: 21 June 2012

By: Deborah Geideman
Deborah Geideman
DTP Prime Contract Manager

Date: 6/20/12

RTD

FOR BRIAN MIDDLETON

By: _____
Brian Middleton
Eagle Project Director

Date: 6/20/12

RTD FasTracks
Eagle P3 Project

1670 Broadway, Suite 2700, Denver, CO 80202
phone 303.299.2398

To: Greg Straight, Eagle Design/Build Manager

From: Brian Middleton, Eagle Project Director

Date: June 18, 2012

Subject: Delegation of Authority

This is to confirm that during my absence on Tuesday, June 19, 2012 through Friday, July 20th or until my return, you will assume the additional duties of Eagle Project Director.

Your authority shall extend only to those decisions that cannot practicably be deferred until my return.

cc: Phillip A. Washington, General Manager
Richard F. Clarke, Assistant General Manager, Capital Programs
Bill Van Meter, Assistant General Manager, Planning
Del Walker, Deputy Assistant General Manager, Capital Programs
John Shonsey, Senior Manager, Engineering
Susan Cohen, FasTracks Program Control manager
Robin Elliott, Contracts and Budget Program Control Supervisor
Greg Amparano, DTP

The following is a general description of the subject Memorandum of Relief:

RECITALS

RTD issued RTD Proposed Change/Relief Notice No. 6 – South Westminster Station, deducting from DTP's Work certain elements of the NWES Westminster Station, adding certain elements to DTP's Work, and modifying the NWES right-of-way plans.

DTP subsequently provided to RTD a Change Report identifying a fixed price cost and fixed time schedule impact to be incurred by DTP as a result of the RTD Proposed Change No. 6.

NOW, THEREFORE, the Parties agree as follows:

A. DTP shall modify its Work as described Section 1 (Scope) of RTD Change Report No. RPC 006, attached hereto as Attachment B, and shall henceforth comply with the City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement dated the same date hereof between RTD and the City of Westminster ("IGA"), incorporated herein by this reference. The Scope, as modified by this MoR, and the IGA shall be incorporated into the Work by this reference.

B. Part C (*Northwest Rail Electrified Segment Site*) of Attachment 2 of the CA shall be modified to remove Parcel Numbers NW-7, NW-8, NW-10, NW-13, NW-14, NW-15, and NW-16; **provided**, RTD shall ensure that the City of Westminster ("City") delivers to DTP access to the Plaza Property, Sanitary Sewer parcels and BNSF Drainage parcels, in each case identified in Section 2 (*Real Property*) of the IGA, that are necessary for DTP's implementation of Westminster Station and such access shall be available by the dates identified in the IGA, including Exhibit H thereto. DTP shall be responsible to enter into temporary construction easements with the City, in the form agreed between the City and DTP and attached to the IGA as Exhibit E, as may be necessary to implement Westminster Station.

C. The Maximum Annual Phase 1 and Phase 2 Construction Payment Amount shall be deemed to be revised in accordance with below Table 1 (*Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts*) for a total Construction Payment credit of ($3,000,000), as follows:

Table 1

Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts

Design/Build Calendar Year	Revision
2011	No Change
2012	Decrease by $53,570
2013	Increase by $34,187
2014	No Change
2015	Decrease by $2,478,878

2016	Decrease by $501,739

and the Base Annual Service Payments identified in Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, shall be deemed to be revised in accordance with Appendix 3 to Attachment B.

D. The Revenue Service Target Dates and Final Completion Deadline Dates shall be revised as shown in the below resulting from this MoR

	Revised Revenue Service Target Date	Final Completion Deadline Date
East Corridor Service	No change	No change
Northwest Electrified Segment Service	No change	No change
Gold Line Service	No change	No change

E. DTP is not required to finance any costs resulting from this MoR.

F. The terms of the Agreement, as amended hereby, shall apply with full force and effect to this MoR.

(*end of MoR*)

1. Scope – Details of the proposed implementation of RTD Proposed Change, CA Section 36.3(e)(i)

Summary of the work**:**

Design/Build: Provide design and construction services for the scope and ROW modifications as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference. The major design component of the additional scope involves the coordination with the City of Westminster to interface the City's New Westminster Station project design with DTP's proposal, including the location of the following elements:

- The waterline to the station platform.
- NWES drainage.
- Bicycle racks, storage lockers, passenger shelters, trash receptacles, and Fare Collection Equipment shelters, including all infrastructure and utilities required for these elements.
- North Plaza communication manhole.

The additional construction scope consists of the following:

- Furnishing and installing a Communications Manhole in the North Plaza with conduit for fare collection and safety and security equipment to the station platform.
- Installation of a secure facility on RTD property for electrical, communication, and security infrastructure needs of the station & CRT (in lieu of Driver Relief Kiosk).
- Conversion of the station architectural style from Neighborhood Craftsman to Town Center Contemporary.
- Modify construction of permanent drainage facilities for BNSF near the Nolan RV building (approximately Sta. 301+00 to 303+00).
- Extension of the pedestrian tunnel to accommodate City of Westminster's plaza retaining wall.

As part of RTD Proposed Change No. 6, RTD requested an option price for the design and construction of a new retaining wall on the north side of the South Westminster Station Pedestrian Tunnel. The City of Westminster has elected to not exercise the option for DTP to design and construct this retaining wall and will complete this work utilizing a separate contractor. This retaining wall replaces the small retaining wall, ramp, and stairs at the north end of the pedestrian tunnel which was detailed in DTP's proposal. Coordination efforts will be necessary between DTP and the City of Westminster's contractors during both design and construction activities. Completion of this retaining wall by the City is critical to allow for the phased construction of the pedestrian tunnel and relocation of the BNSF freight tracks. Any delays in the City obtaining approval of the retaining wall design may impact DTP's completion of the NWES design. Any delays in construction of the retaining wall, including BNSF's approval, may delay DTP's construction of NWES Segment 3 and may entitle DTP to submit a Relief Notice under CA Section 38.1(n) or such other applicable section.

In addition to the added scope items, RPC-006 reduces DTP's design and construction scope for much of the station's North Plaza. The following elements are removed from DTP's scope through RPC-006:

- All surface parking lot and roadway facilities.
- Bus loading facilities.
- Station Plaza stairs and ramps on the north side of the BNSF ROW.
- Storm drainage for the surface parking lot, bus facilities, plaza, and roadway facilities.
- All storm water and water quality storage and detention.
- Relocation of utilities at the parking structure, bus facilities, and plaza.
- All Eagle Project utility installation at the station with the exception of project utilities that are necessary for the construction and operation of the pedestrian underpass, pedestrian underpass interface, station platform, BNSF and commuter rail infrastructure, and the station platform access ramps and stairs on the south side, excluding the water meter tap and associated infrastructure.
- DTP to provide the Communications Manhole (as defined in the IGA) and conduit from the Communications Manhole to the Platform.

- DTP has assumed that the utilities to be removed from the scope are the Sanitary Sewer and waterline along Irving Street.
- All sidewalks from the pedestrian underpass to the parking facilities and bus loading area.
- Conduits for video surveillance in the surface parking lot, pay phones, fare collection equipment, RTD safety and security equipment from the Communications Manhole to the plaza.
- All data cables routed from the communications manhole.
- Demolition, clearing, and removal of the existing buildings on the ROW properties being deleted from Attachment 2 of the Concession Agreement.

Operations and Maintenance: No additional work is added to DTP's Operations and Maintenance (O & M) scope due to this change conditioned on the requirement that no additional bus shelters, bicycle racks, trash receptacles, or any other station amenities are added over what was shown in DTP's proposal documents or as required by the Concession Agreement.

The following items are removed from DTP's O & M scope, with the corresponding credit shown in Appendix 2. In all cases, the DTP credit is the amount that DTP had expected it would spend if the work were to remain DTP's responsibility.

- Maintenance of asphalt paving including seal coating and overlay. The credit is based on four (4) sealcoats, and one mill and overlay, over the term of the Concession Agreement.
- Striping five times over the term of the Concession Agreement.
- Lighting parts: DTO has included a credit for materials. There is no credit for labor since this activity for all stations will be performed with in-house forces. The removal of this responsibility for South Westminster from DTO's scope of work will not change the headcount.
- Snow removal for the parking lot and the plowable plaza areas. The credit for snow removal reflects some but not all of the anticipated effort involved in snow removal at South Westminster. Part of the snow removal required for the commuter rail system will be performed by in-house forces, including facility maintainers and track laborers, using DTO equipment. The removal of South Westminster from DTO's scope of work will not change the headcounts in the classifications of employees involved in this work. In addition, DTP will

retain the responsibility for snow removal from the platform and walkways as explained in the IGA. The credit for contracted snow-removal services is based on the following assumptions and methodology.

Average total snowfall	62	Inches
Average # days with at least 1" of snowfall	18	events
Average snowfall per event	3.4	inches

For each event, DTO estimates system wide effort of 384 hours at an average of $50 per hour including hand work and plow work. This amounts to a total annual cost of $345,600, which is allocated as 70% for plow work and 30% for handwork. The portion for handwork is allocated to plowable areas system wide on the basis of area.

- Landscaping – watering for the first three years until the plantings are established.
- Landscape maintenance for sod areas, based on quotes from local landscapers.
- Electricity for plaza and parking lot lighting, based on the electricity consumption model developed for the bid assuming an average of 10 hours of usage per day, 190 KWH per day, 69.35 MWH per year at $90 per MWH at Xcel's rate.
- City of Westminster annual stormwater fee of $0.97 per 1000 square feet of impervious area.

There is no credit for the maintenance of lighting poles, curbs and gutters and flatwork on the plaza, all of which are expected to last the length of the Concessionaire Agreement. Repairs will be performed by in-house personnel as needed. The removal of South Westminster from DTO's scope of work will not change the headcount of the workforce. Similarly, there is no credit for concrete repairs or replacement. DTO is not planning to remove and replace concrete. The concrete pavement has a design life of 40 years. Our maintenance plan for the concrete areas is to seal cracks and replace joints as necessary. In-house forces will perform this work.

Bus shelters, benches and other station amenities will remain within DTO's scope of work according to Appendix A. We will replace them as needed throughout the term of the Concession Agreement.

All scope modifications are as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference into this Change Report with the exceptions as noted below.

General Assumptions and Exceptions:

- DTP will furnish and install the same number of bus shelters (5), bicycle racks (10), bicycle storage lockers (10), trash receptacles (5), fare collection equipment shelters (2), and benches (7) detailed in the original proposal drawings and as required per the Concession Agreement.
- The foundations and infrastructure for the above items are to be completed by the City of Westminster prior to DTP installation. If the foundations and infrastructure are not complete by the required date, DTP will transfer the obligation to install these items to RTD.
- The North Plaza retaining wall is removed from DTP's scope.
- RTD will provide the BNSF Drainage easement requested by DTP in accordance with DTP-TRN-004439.
- RTD will provide the utility easement requested by DTP for the relocation of the Westminster sanitary sewer from Federal Boulevard to Westminster Station.
- Acceptance of this Change Report closes all comments from the City of Westminster (RTD-TRN-003713) and RTD (RTD-OFLTR-000235) pertaining to the credit for the Westminster Station parking lot, plaza, and surrounding roadways and closes all DTP comments pertaining to any impacts resulting from this RPC 6.

Reference Documents:

Aconex Transmittal RTD-TRN-000621 – RTD Proposed Change No. 6 - South Westminster Station Scope Reduction

Aconex Transmittal DTP-TRN-000426 – CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Official Letter RTD-OFLTR-000103 – Response to CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Transmittal RTD-TRN-002373 – RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No. 6 – South Westminster Station Scope Reduction Change

Aconex Official Letter RTD-OFLTR-000191 – Revised RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No.6 – South Westminster Station Scope Reduction Change (August 25, 2011)

Aconex Transmittal DTP-TRN-002285 – CDRL CA-105.018, RTD Change Report – RTD Proposed Change No. 6, South Westminster Station Scope Reduction (TSI-005.01)

Aconex Transmittal RTD-TRN-003713 – City of Westminster response letter to DTP's pricing of RTD Proposed Change 6

Aconex Official Letter RTD-OFLTR-000235 – RTD Comments to RPC-006 Change Report.

Aconex Official Letter RTD-OFLTR-000267 response to RPC-006 Change Report

Aconex Transmittal DTP-TRN-004446 CDRL CA-105.018 RTD Change Report Revision 1 for RPC-006

Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6 – Appendices for RPC 0006 Westminster Station

2. Pricing Summary – Additional Costs, CA Sections 36.3(e)(ii) and 36.3(e)(iii)

This Change Report includes a fixed price credit of ($3,000,000) for all Incurred Costs for design and construction services during the Design/Build Period and an aggregate fixed price credit, in 2010 Dollars, of ($960,646) for all costs for operations and maintenance services during the Operating Period, as further detailed in Appendices 2 and 3. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.

The credit for seal coat, before contingency and markup, is as follows:

Maintenance Activity	Seal Coat	Seal Coat	2'" Mill and Overlay	Seal Coat	Seal Coat	
Lot Age	8	13	18	26	29	
Year	2023	2028	2033	2041	2044	
Area of Asphalt	13,300	13,300	13,300	13,300	13,300	
Cost/SY	$1.20	$1.20	$7.60	$1.20	$1.20	
Total Cost	$15,960	$15,960	$101,080	$15,960	$15,960	$164,920

The design and construction Incurred Costs will be incorporated into the Construction Payments, the WBS Pricing Form, the Schedule of Values, and the Revised Baseline Schedule during the first monthly update following the execution of the applicable MoR and Earned Value will be recorded as appropriate.

Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendices 2 and 3 reflect any projected increases or decreases in the cost of operation; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.

3. Schedule – Time Impacts, CA Section 36.3(e)(iv)

The Work described in Section 1, above, has been scheduled as shown in Appendix 4. DTP will require Vacant Possession of a portion of parcel NW-10 for the pedestrian underpass and a portion of NW-7 and NW-9 for the BNSF Drainage and Sanitary Sewer relocation by April 30, 2013 in order to avoid schedule impacts, based on the Revised Baseline Schedule to be approved on or about June 30, 2012. The April 30, 2013 date allows one (1) month for coordination with the City of Westminster. If these parcels are not received by that date, DTP may be entitled to submit a Relief Notice for failure to timely deliver Vacant Possession. Furthermore, the City of Westminster is required to meet all schedule deadlines shown in the IGA or DTP may be entitled to additional relief under the terms of the CA. The City of Westminster is allowed five (5) months for construction of the plaza retaining wall in this schedule.

4. Permits, CA Section 36.3(e)(v)

No additional permits are required.

5. Impact to Obligations of the Concessionaire, CA Section 36.3(e)(vi)

Other than the scope of this change, there is no impact on the obligations of the Concessionaire under the Project Agreements to the Limited Liability Company Agreement of Denver Transit Systems, dated July 9, 2010, or to the Limited Liability Company Agreement of Denver Transit Operators, dated July 9, 2010.

6. Subcontractors, CA Section 36.3(e)(vii)

DTP will utilize subcontractors during the execution of this change. These include at a minimum Fluor/HDR Global Design Consultants.

7. Impacts on the Availability Ratio or Performance Deductions, CA Section 36.3(e)(viii)

There is no increase or decrease in the Availability Ratio or Performance Deductions.

8. Further Effects or Benefits, CA Section 36.3(e)(vix)

There are no further impacts resulting from this change.

9. Impact on DBE/SBE Goals, CA Section 36.3(e)(x)

Achievement of the DBE/SBE goals set forth in the Concession Agreement will not be impacted by this change.

Appendix 1 – Drawings (not included)
Appendix 2 – Pricing
Appendix 3 – Table 3 – Base Annual Service Payments
Appendix 4 – Schedule Fragnet See MoR 29 Attachment C

Capital Costs

RPC 006 - South Westminster Station - Revised Scope

		Cost	Mark-up	Total
Concessionaire	DTP - Grand Total	$ (2,940,988)	$ (59,012)	$ (3,000,000)

	Cost	Mark-up	Total
DTP - Credit for Deleted Work	$ (3,497,970)	$ (85,304)	$ (3,583,274)

Concessionaire		Cost	Mark-up	Total
DTP		$ 556,982	$ 26,292	$ 583,274
	DTP direct	$ 2,562	$ 128	$ 2,690
	Project subcontractors	$ 523,281	$ 26,164	$ 549,445
	Project Contractors direct	$ 6,293	$ -	$ 6,293
	Project Contractors mark ups on immediate subcontractors	$ 24,846	$ -	$ 24,846

Project Contractor		Cost	Mark-up	Total
DTS		$ 529,142	$ 25,278	$ 554,420
	DTS direct (10% Mark-up)	$ 2,785	$ 278	$ 3,063
	Ltr of Credit (5% Mark-up)	$ 3,076	$ 154	$ 3,230
	Subtotal of DTS Directs	$ 5,861	$ 432	$ 6,293
	DTC direct (5% Mark-up)	$ 496,918	$ 24,846	$ 521,764
	DTC Subs (0% Mark-up)	$ 26,363	$ -	$ 26,363

Subcontractor to Project Contractor		Cost	Mark-up	Total
DTC		$ 477,387	$ 45,894	$ 523,281
	DTC direct (10% Mark-up)	$ 379,765	$ 37,977	$ 417,742
	DTC conting(10% Mark-up)	$ 66,616	$ 6,662	$ 73,278
	DTC Bond (0% Mark-up)	$ 5,898	$ -	$ 5,898
	Subtotal of DTC Directs	$ 452,279	$ 44,639	$ 496,918
	Sub costs (5% Mark-up)	$ 25,108	$ 1,255	$ 26,363

Sub-subcontractor		Cost	Mark-up	Total
Subcontractors		$ 25,108	$ -	$ 25,108
	Sub's - Lump Sum Price	$ 25,108	$0 override	$ 25,108

DTP - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTP Direct Costs						
LTA Review Costs	HRS	8	$ 320.30	$ 2,562		
					5% Mark-up	Total
SUBTOTAL "DTP direct (5% Mark-up)"				$ 2,562	$ 128	$ 2,690

DTS - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTS Direct Costs						
Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs)	%	6.0%	$ 31,396.86	$ 1,884		
Legal Fees	HR	5	$ 238.37	$ 1,192		
					5% Mark-up	Total
SUBTOTAL "DTS direct (5% Mark-up)"				$ 3,076	$ 154	$ 3,230

DTS Additional Staff						
DTS - Additional Staffing	LS	1	$ 2,784.97	$ 2,785		
					10% Mark-up	Total
SUBTOTAL "DTS direct (10% Mark-up)"				$ 2,785	$ 278	$ 3,063

DTC - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
Utilties and Comm.						
Communications Manhole	EA	1	$ 2,988.30	$ 2,988		
Install Secure Facility for Elect, Comm, & Security for Station & CRT (in lieu of Driver Relief Kiosk)	EA	1	$ 81,459.92	$ 81,460		
			Subtotal	$ 84,448		

Pedestrian Tunnel - Additional 6 Ft. Length for Relocated Wall						
Structure Excavation	CY	87	$ 16.67	$ 1,450		
Pile Tips (12 inch)	EA	4	$ 177.90	$ 712		
H Pile (HP 12 x 74)	LF	72	$ 79.76	$ 5,743		
Concrete Class D (Footing)	CY	4	$ 407.22	$ 1,629		
Concrete Class D (Box Culvert)	CY	20.1	$ 358.79	$ 7,212		
Concrete Floor (20' Wide x 6' Long)	SF	120	$ 7.50	$ 900		
Reinforcing Steel	LB	4,820	$ 0.60	$ 2,892		
Str. Conc. Coating	SF	264	$ 0.32	$ 84		
Str. Conc. Coating (Anti-Graffiti)	SF	264	$ 0.37	$ 98		
Tunnel Waterproofing	SY	35	$ 117.35	$ 4,107		
4"-8" Pipe Underdrain	LF	12	$ 16.85	$ 202		
Structure Backfill Class 1	CY	20	$ 30.79	$ 616		
Structure Backfill Class 2	CY	37	$ 27.88	$ 1,032		
			Subtotal	$ 26,677		

Station						
Town Center Contemp. Arch. Style	EA	2	$ 98,648.00	$ 197,296		
Additional Drainage at Nolan RV	LS	1	$ 25,000.00	$ 25,000		
			Subtotal	$ 222,296		

DTC - Additional Staff						
DTC - Additional Staffing	LS	1	$ 14,720.45	$ 14,720		
DTC Estimating	LS	1	$ 31,623.60	$ 31,624		
			Subtotal	$ 46,344		

DTC - Survey						
Survey Party	LS			$ -		
			Subtotal	$ -		
					10% Mark-up	Total
SUBTOTAL "DTC direct (10% Mark-up)"				$ 379,765	$ 37,977	$ 417,742

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Subcontractors						
Extended Design Management	LS	1	$12,500	$ 12,500		
F/HDR - Design Change Request 19a	LS	1	$ (49,532.00)	$ (49,532)		
F/HDR - Design Change Request 70	LS	1	$ 14,992.00	$ 14,992		
F/HDR - Design Change Request 70a	LS	1	$ 7,405.00	$ 7,405		
F/HDR - Design Change Request 110	LS	1	$ 10,831.00	$ 10,831		
F/HDR - Design Change Request 157	LS	1	$ 28,912.00	$ 28,912		
					5% Mark-up	Total
SUBTOTAL "DTC Subcontractors (5% Mark-up)"				$ 25,108	$ 1,255	$ 26,363

Total - DTC Directs, Subs, & Mark-ups	$ 444,105

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Contingency						
Contingency	%	15%	$ 444,105.00	$ 66,616		
					10% Mark-up	Total
SUBTOTAL "DTC - Contingency" (10% Mark-up)"				$ 66,616	$ 6,662	$ 73,278

Total - DTC Directs, Subs, Mark-ups, & Contingency	$ 517,383

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Bonds						
Bond (Direct Cost + Subs + Mark-ups)	%	1.14%	$ 517,383.00	$ 5,898		
					0% Mark-up	Total
SUBTOTAL				$ 5,898		$ 5,898

DTC GRAND TOTAL PRICE	**$ 523,281**

Capital Costs (CREDIT)

RPC-006 - South Westminster Station - Revised Scope

			Cost	Mark-up	Total
Concessionaire	DTP		$ (3,497,970)	$ (85,304)	**$ (3,583,274)**
		DTP direct	$ -	$ -	$ -
		Project subcontractors	$ (3,412,169)	$ (85,304)	$ (3,497,473)
		Project Contractors direct	$ (12,591)	$ -	$ (12,591)
		Project Contractors mark ups on immediate subcontractors	$ (73,210)	$ -	$ (73,210)

			Cost	Mark-up	Total
Project Contractor	**DTS**		**$ (3,424,453)**	**$ (73,517)**	**$ (3,497,970)**
		DTS direct (5% Mark-up)	$ -	$ -	$ -
		DTS direct (2.5% Mark-up)	$ (12,284)	$ (307)	$ (12,591)
		Subtotal of DTS Directs	**$ (12,284)**	**$ (307)**	$ (12,591)
		DTC direct	$ (2,928,386)	$ (73,210)	$ (3,001,596)
		DTC Subcontractors	$ (483,783)	$ -	$ (483,783)

			Cost	Mark-up	Total
Subcontractor to Project Contractor	**DTC**		**$ (3,262,753)**	**$ (149,416)**	$ (3,412,169)
		DTC direct (5% Mark-up)	$ (2,592,039)	$ (129,602)	$ (2,721,641)
		DTC Conting(0% Mark-up)	$ (160,271)	$ (8,014)	$ (168,285)
		DTC Bond (0% Mark-up)	$ (38,460)	$ -	$ (38,460)
		Subtotal of DTC Directs	**$ (2,790,770)**	**$ (137,616)**	**$ (2,928,386)**
		Subcontractor costs	$ (471,983)	$ (11,800)	$ (483,783)

			Cost	Mark-up	Total
Sub-subcontractor	**Subcontractors**		**$ (471,983)**	**$ -**	**$ (471,983)**
		Sub's - Lump Sum Price	$ (471,983)	$0 override	$ (471,983)

DTP - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTP Direct Costs						
				$ -		
					5% Mark-up	**Total**
SUBTOTAL "DTP direct (5% Mark-up)"				**$ -**	$ -	**$ -**

DTS - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTS Direct Costs						
Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs)	%	6.0%	$ (204,730.14)	$ (12,284)		
					2.5% Mark-up	**Total**
SUBTOTAL "DTS direct (2.5% Mark-up)"				**$ (12,284)**	$ (307)	**$ (12,591)**

DTC - Cost Details

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DEMOLITION & REMOVALS						
Removal of Wall - Concrete	LF	(614)	$ 10.00	$ (6,140)		
Removal of Curb (& C&G)-All Types	LF	(276)	$ 3.74	$ (1,032)		
Removal of Sidewalk	SY	(350)	$ 3.62	$ (1,265)		
Removal of Asphalt Mat	SY	(30,917)	$ 4.43	$ (137,010)		
Removal of Driveway	SY	(120)	$ 3.62	$ (434)		
Removal of Fence	LF	(3,075)	$ 1.00	$ (3,075)		
Sawcutting	LF	(140)	$ 3.30	$ (462)		
			Subtotal	**$ (149,418)**		
SITE DRAINAGE						
18" RCP	LF	(868)	$ 53.58	$ (46,507)		
24" RCP	LF	(304)	$ 68.64	$ (20,868)		
18" RCPES	EA	(7)	$ 469.06	$ (3,283)		
24" RCPES	EA	(3)	$ 548.40	$ (1,645)		
Type C Inlet (10)	EA	(4)	$ 2,475.47	$ (9,902)		
Type D Inlet (10 Ft)	EA	(2)	$ 3,592.64	$ (7,185)		
Type R Inlet L5 (10')	EA	(15)	$ 3,441.66	$ (51,625)		
Outlet Structure	EA	(3)	$ 5,900.00	$ (17,700)		
Manhole, Complete, All Types	EA	(3)	$ 3,816.36	$ (11,449)		
Rip Rap	TN	(58)	$ 29.13	$ (1,690)		
Drainage Connections	EA	(2)	$ 2,029.92	$ (4,060)		
			Subtotal	**$ (175,914)**		
SITE UTILITIES - WATER & SANITARY SEWER						
Water Main	LF	(2,790)	$ 68.58	$ (191,338)		
Fire Hydrant	EA	(5)	$ 1,585.60	$ (7,928)		
Delete Taps & Meter Boxes	EA	(1)	$ 15,000.00	$ (15,000)		
Sanitary Sewer	LF	(1,040)	$ 76.25	$ (79,300)		
Sanitary Sewer Manhole	EA	(5)	$ 792.81	$ (3,964)		
			Subtotal	**$ (297,530)**		
AT-GRADE STATION						
Station Stairs	SF	(720)	$ 82.37	$ (59,306)		
10401-Signs, Static	EA	(20)	$ 250.00	$ (5,000)		
			Subtotal	**$ (64,306)**		
LIGHTING & ELECTRICAL						
Lot Lighting (38 Fixtures)	LS	(1)	$ 57,777.77	$ (57,778)		
Plaza Lighting	EA	(16)	$ 2,200.00	$ (35,200)		
Electrical Conduit	LS	(1)	$ 15,000.00	$ (15,000)		
			Subtotal	**$ (107,978)**		

Capital Costs (CREDIT)

RPC-006 - South Westminster Station - Revised Scope

				Cost	Mark-up	Total
DRIVER RELIEF STATION						
Driver Relief Station Type IV	EA	(1)	$111,763.52	$ (111,764)		
			Subtotal	**$ (111,764)**		
STATION EARTHWORK & EROSION CONTROL						
Clearing & Grubbing	AC	(1)	$ 1,506.52	$ (1,507)		
12" Subgrade Prep.	CY	(7,300)	$ 2.49	$ (18,183)		
Embankment Material (CIP)	CY	(11,276)	$ 6.68	$ (75,319)		
Topsoil Remove and Stockpile	CY	(1,230)	$ 4.15	$ (5,110)		
Topsoil Replace	CY	(1,230)	$ 10.50	$ (12,915)		
Erosion Control Devices	LS	(0.038)	$ 222,123.90	$ (8,441)		
Erosion Control Maintenance	LS	(0.038)	$ 449,263.21	$ (17,072)		
			Subtotal	**$ (138,547)**		
RETAINING WALLS & SOUND WALLS						
Modular Block Walls	SF	(3,800)	$ 14.50	$ (55,100)		
			Subtotal	**$ (55,100)**		
PEDESTRIAN & BIKE ACCESS						
Concrete Sidewalk (6 in)	SY	(1,553)	$ 36.77	$ (57,108)		
Colored Arch Concrete Walks	SY	(2,867)	$ 47.03	$ (134,835)		
Conc Curb Ramp	SY	(222)	$ 117.40	$ (26,063)		
Seeding (Native)	AC	(1.01)	$ 381.52	$ (385)		
Mulching (Weed Free)	AC	(1.01)	$ 548.76	$ (554)		
Sod	SF	(3,700)	$ 0.52	$ (1,924)		
			Subtotal	**$ (220,869)**		
PED TUNNEL - NORTH END						
Retaining Walls & Ramps	CY	(387)	$ 410.00	$ (158,670)		
			Subtotal	**$ (158,670)**		
AUTOMOBILE, BUS & VAN ACCESSWAYS INCL ROAD						
HBP (GR S) (100) (PG 64-22)	TN	(7,285)	$ 64.33	$ (468,611)		
Conc. Pvmt	SY	(3,120)	$ 49.30	$ (153,808)		
C and G Ty 2 II-B	LF	(7,573)	$ 14.04	$ (106,347)		
Sign Panels	EA	(29)	$ 84.55	$ (2,452)		
Sign Post	EA	(29)	$ 189.40	$ (5,493)		
Pvmt Marking Paint (Low VOC Base)	SF	(8,760)	$ 0.35	$ (3,076)		
			Subtotal	**$ (739,787)**		
STRUCTURES						
Neighborhood Craftsman Arch. Style	EA	(2)	$ 84,950.00	$ (169,900)		
			Subtotal	**$ (169,900)**		
Negotiation Credit						
Final Negotiation Credit	LS	(1)	$ 192,675.00	$ (192,675)		
			Subtotal	**$ (192,675)**		
DTC - Survey						
Survey Party	LS	(1)	$ 9,580.83	$ (9,581)		
			Subtotal	**$ (9,581)**		
					5% Mark-up	**Total**
SUBTOTAL "DTC direct (5% Mark-up)"				**$ (2,592,039)**	$ (129,602)	**$ (2,721,641)**

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Subcontractors						
Kleinfelder	LS	(1)	$ 38,390.46	$ (38,390)		
Anderado-Removal of Bldg, NW-08	LS	(1)	$ 99,453.50	$ (99,454)		
Anderado-Removal of Bldg, NW-08	LS	(1)	$ 142,774.00	$ (142,774)		
Anderado-Removal of Bldg, NW-09	LS	(1)	$ 62,735.00	$ (62,735)		
Anderado-Removal of Bldg, NW-13	LS	(1)	$ 128,630.00	$ (128,630)		
					2.5% Mark-up	**Total**
SUBTOTAL "DTC Subcontractors (2.5% Mark-up)"				**$ (471,983)**	$ (11,800)	**$ (483,783)**
Total - DTC Directs, Subs, & Mark-ups						**$ (3,205,424)**

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Contingency						
Contingency	%	5%	**$ (3,205,424.00)**	$ (160,271)		
					5% Mark-up	**Total**
SUBTOTAL "DTC - Contingency" (5% Mark-up)"				**$ (160,271)**	$ (8,014)	**$ (168,285)**
Total - DTC Directs, Subs, Mark-ups, & Contingency						**$ (3,373,709)**

Description	Units	Qty	Unit rate	Amount	Mark-up	Total
DTC - Bonds						
Bond (Direct Cost + Subs + Mark-ups)	%	1.14%	**$ (3,373,709.00)**	$ (38,460)		
					0% Mark-up	**Total**
SUBTOTAL				**$ (38,460)**		**$ (38,460)**
DTC GRAND TOTAL PRICE						**$ (3,412,169)**

Operations & Maintenance (CREDIT)

RPC-006 - South Westminster Station - Revised Scope

Appendix 2 - Pricing - RPC 006

DTP		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Totals	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Total	$ (960,646)		$ (28,486)	$ (28,486)	$ (28,486)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (46,711)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (46,711)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (141,126)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (46,711)	$ (26,058)	$ (26,058)	$ (46,711)

DTP		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Direct Costs	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTP Direct Costs	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mark-up on Direct Costs (5%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DTP		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Subcontractors	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Project Subcontractor Totals	$ (178,220)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (103,740)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ (18,620)
Mark-up on Project Subs (2.5%)	$ (4,456)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (2,594)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ (466)
Project Subcontractor Total	$ (182,676)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ -	$ -	$ (106,334)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ (19,086)

DTP		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Contractors Direct	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Project Contractors Totals	$ (773,515)		$ (28,486)	$ (28,486)	$ (28,486)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (32,199)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (27,160)
Mark-up on Contractors (0%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Project Contractors Direct Total	$ (773,515)		$ (28,486)	$ (28,486)	$ (28,486)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (32,199)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (27,160)

DTP		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Contractors Mark-ups	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Total Contractors Mark-ups	$ (4,456)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (2,594)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ (466)
DTP Mark-up (0%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Proj Contractors Mark-up	$ (4,456)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (2,594)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ (466)

DTO		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Direct Costs	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTO Direct Costs & Contingency	$ (736,685)		$ (27,130)	$ (27,130)	$ (27,130)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (25,867)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (25,867)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (30,666)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (24,817)	$ (25,867)	$ (24,817)	$ (24,817)	$ (25,867)
Mark-up on Direct Costs (5%)	$ (36,834)		$ (1,356)	$ (1,356)	$ (1,356)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,293)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,293)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,533)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,241)	$ (1,293)	$ (1,241)	$ (1,241)	$ (1,293)
DTO Direct Total	$ (773,519)		$ (28,486)	$ (28,486)	$ (28,486)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (32,199)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (26,058)	$ (27,160)	$ (26,058)	$ (26,058)	$ (27,160)

DTO		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTO Subcontractor Totals	$ (178,220)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (103,740)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ (18,620)
Mark-up on DTO Subs (2.5%)	$ (4,456)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (2,594)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ (466)
DTO Subcontractor Total	$ (182,676)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ -	$ -	$ (106,334)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (19,086)	$ -	$ -	$ (19,086)

DTO Direct Costs - Breakouts

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Lighting: Parking Lot Bulbs	$ (8,555)		$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)	$ (295)
Lighting: Parking Lot Ballasts	$ (11,397)		$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)	$ (393)
Lighting: Plaza Bulbs	$ (3,596)		$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)	$ (124)
Lighting: Plaza Ballasts	$ (4,814)		$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)	$ (166)
	$ (28,362)																														

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
ANNUAL SERVICE PAYMENT ADJ	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Water landscape area (native seed)	$ (5,307)		$ (1,769)	$ (1,769)	$ (1,769)																										
Water landscape area (sod)	$ (1,252)		$ (417)	$ (417)	$ (417)																										
Maintain landscape area (Sod)	$ (32,190)		$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)	$ (1,110)
Annual Stormwater Fees	$ (50,750)		$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)	$ (1,750)
Station snow removal	$ (388,087)		$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)	$ (13,382)
Station plaza and parking lot power	$ (181,018)		$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)	$ (6,242)
	$ (658,604)																														

						$ -																									
		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTO Direct Costs	$ (686,966)		$ (25,649)	$ (25,649)	$ (25,649)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)	$ (23,462)
5% Mark-up on Direct Costs	$ (34,348)		$ (1,282)	$ (1,282)	$ (1,282)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)	$ (1,173)
Total - Directs & Mark-ups	**$ (721,314)**		**$ (26,931)**	**$ (26,931)**	**$ (26,931)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Asphalt paving seal coat	$ (63,840)									$ (15,960)					$ (15,960)												$ (15,960)			$ (15,960)
Asphalt paving overlay (4")	$ (101,080)																			$ (101,080)											
Repaint Parking Lot	$ (13,300)									$ (2,660)					$ (2,660)					$ (2,660)							$ (2,660)			$ (2,660)
	$ (178,220)																														

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTO Subcontractors	$ (178,220)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ -	$ -	$ (103,740)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,620)	$ -	$ -	$ (18,620)
2.5% Mark-up on DTO Subs	$ (4,456)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ -	$ -	$ (2,594)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (466)	$ -	$ -	$ (466)
Total - Subs & Mark-ups	**$ (182,676)**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (19,086)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (19,086)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (106,334)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (19,086)**	**$ -**	**$ -**	**$ (19,086)**

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Direct + Subs + Markups	**$ (903,990)**		**$ (26,931)**	**$ (26,931)**	**$ (26,931)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (43,721)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (43,721)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (130,969)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (24,635)**	**$ (43,721)**	**$ (24,635)**	**$ (24,635)**	**$ (43,721)**

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
Contingency (5.5%)	$ (49,719)		$ (1,481)	$ (1,481)	$ (1,481)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (2,405)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (2,405)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (7,203)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (1,355)	$ (2,405)	$ (1,355)	$ (1,355)	$ (2,405)
5% Mark-up on Contingency	$ (2,486)		$ (74)	$ (74)	$ (74)	$ (68)	$ (68)	$ (68)	$ (68)	$ (120)	$ (68)	$ (68)	$ (68)	$ (68)	$ (120)	$ (68)	$ (68)	$ (68)	$ (68)	$ (360)	$ (68)	$ (68)	$ (68)	$ (68)	$ (68)	$ (68)	$ (68)	$ (120)	$ (68)	$ (68)	$ (120)
Total - Contingency & Mark-ups	**$ (52,205)**		**$ (1,555)**	**$ (1,555)**	**$ (1,555)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (2,525)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (2,525)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (7,563)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (1,423)**	**$ (2,525)**	**$ (1,423)**	**$ (1,423)**	**$ (2,525)**

		Year - (-)1	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	**Total**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**
DTO Grand Totals	**$ (956,192)**		**$ (28,486)**	**$ (28,486)**	**$ (28,486)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (46,246)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (46,246)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (138,532)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (26,058)**	**$ (46,246)**	**$ (26,058)**	**$ (26,058)**	**$ (46,246)**

The Base Annual Service Payments shall be deemed to be revised in accordance with Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, as follows:

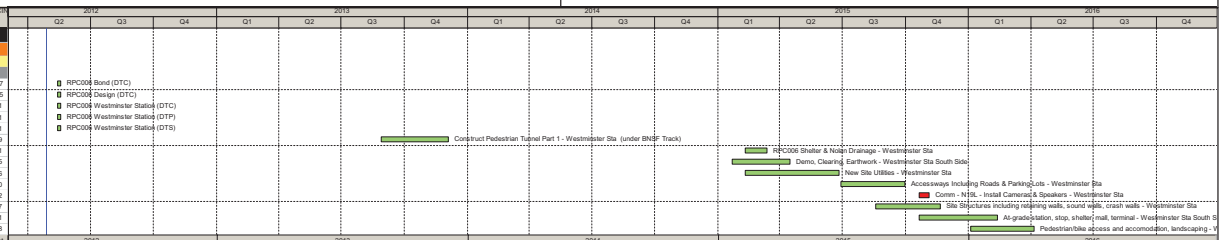
n	Year	$BAISP_{ECbase}$	$BAISP_{GLbase}$	$BAISP_{NWESbase}$	$ABAISP_{base}$	$BANISP_{ECbase}$	$BANISP_{GLbase}$	$BANISP_{NWESbase}$	$ABANISP_{base}$
Revisions either "Plus" or "Minus" with respect to Table 3 – Base Annual Service Payments (on page 4 of CA Amendment No.2). Each Memorandum of Relief shall be an independent revision that shall be accumulated prior to Revenue Service Commencement for the applicable Commuter Rail Project. All figures in 2010 Dollars.									
-1	2015	No change	No change	No change	No change	No change	No change	No change	No change
0	2016	No change	No change	Minus $28,486	Minus $28,486	No change	No change	No change	No change
1	2017	No change	No change	Minus $28,486	Minus $28,486	No change	No change	No change	No change
2	2018	No change	No change	Minus $28,486	Minus $28,486	No change	No change	No change	No change
3	2019	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
4	2020	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
5	2021	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
6	2022	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
7	2023	No change	No change	Minus $46,711	Minus $46,711	No change	No change	No change	No change
8	2024	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
9	2025	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
10	2026	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
11	2027	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
12	2028	No change	No change	Minus $46,711	Minus $46,711	No change	No change	No change	No change
13	2029	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change

14	2030	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
15	2031	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
16	2032	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
17	2033	No change	No change	Minus $141,126	Minus $141,126	No change	No change	No change	No change
18	2034	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
19	2035	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
20	2036	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
21	2037	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
22	2038	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
23	2039	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
24	2040	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
25	2041	No change	No change	Minus $46,711	Minus $46,711	No change	No change	No change	No change
26	2042	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
27	2043	No change	No change	Minus $26,058	Minus $26,058	No change	No change	No change	No change
28	2044	No change	No change	Minus $46,711	Minus $46,711	No change	No change	No change	No change

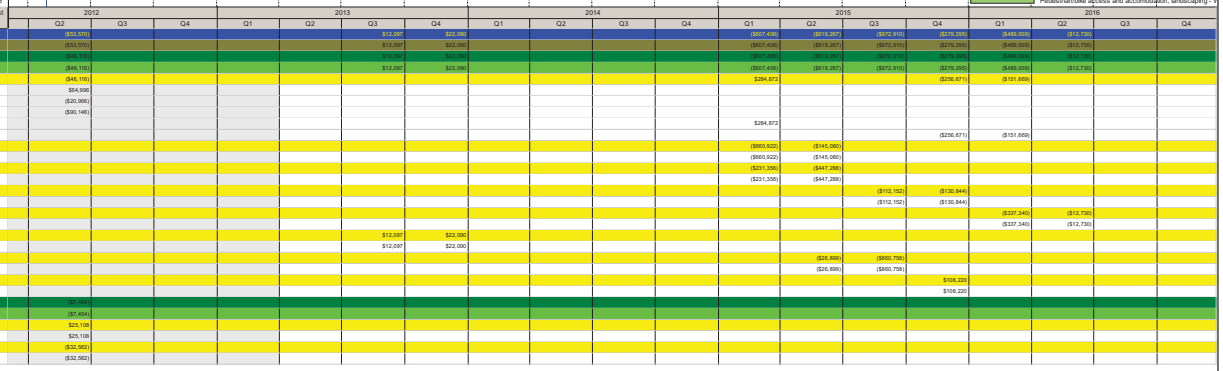
Appendix 4 - Cost Loaded Fragnet RPC 0006

Eagle Project - Denver, Colorado, DTP 05/12 Rev BL, RPC 006 Westminster Station | Page 1 of 1 | 20-Jun-12 08:44

Activity ID	Activity Name	Original Duration	Total Float	Start	Finish	Cost	Location	Asset	SCC	DTP-PRICING FORM
Eagle Project - Denver, Colorado, DTP 05/12 Rev BL, RPC 006 Westminster SI		1017	67	14-May-12	05-Apr-16	($3,000,000)				
NWES		1017	67	14-May-12	05-Apr-16	($3,000,000)				
Segment 19 - NWES 218+52 to 313+92		1017	67	14-May-12	05-Apr-16	($3,000,000)				
Existing Federal Br to North end of NWES - N19L		1017	67	14-May-12	05-Apr-16	($3,000,000)				
RPC006010	RPC006 Bond (DTC)	5	463	14-May-12*	18-May-12	($32,562)	NW.A	I.0.032	BSE.40.08	F4.O.01.07
RPC006020	RPC006 Design (DTC)	5	463	14-May-12*	18-May-12	$25,108	NW.A	G	BSE.80.02	F4.O.01.05
RPC006030	RPC006 Westminster Station (DTC)	5	463	14-May-12*	18-May-12	$64,996	NW.A	G	BSE.20.01	F4.S.01.01
RPC006040	RPC006 Westminster Station (DTP)	5	463	14-May-12*	18-May-12	($20,966)	NW.A	G	BSE.20.01	F4.S.01.01
RPC006060	RPC006 Westminster Station (DTS)	5	463	14-May-12*	18-May-12	($90,146)	NW.A	G	BSE.20.01	F4.S.01.01
STTUNN1-WEST	Construct Pedestrian Tunnel Part 1 - Westminster Sta (under BNSF Track)	65	1	28-Aug-13	04-Dec-13	$34,187	NW.A.S.010	S.7	BSE.40.05	F4.S.01.09
STSTA-WEST20	RPC006 Shelter & Nolan Drainage - Westminster Sta	20	34	10-Feb-15	13-Mar-15	$284,872	NW.A.S.010	S.1	BSE.20.01	F4.S.01.01
STPREP-WEST	Demo, Clearing, Earthwork - Westminster Sta South Side	50	34	22-Jan-15	15-Apr-15	($806,002)	NW.A.S.010	N.1	BSE.40.01	F4.S.01.05
STUTIL-WEST	New Site Utilities - Westminster Sta	88	34	10-Feb-15	26-Jun-15	($678,644)	NW.A.S.010	N.3	BSE.40.02	F4.S.01.06
STPARK-WEST	Accessways Including Roads & Parking Lots - Westminster Sta	66	175	29-Jun-15	30-Sep-15	($887,657)	NW.A.S.010	N.6	BSE.40.07	F4.S.01.10
COMMS19170	Comm - N19L - Install Cameras & Speakers - Westminster Sta	10	0	21-Oct-15	04-Nov-15	$108,220	NW.A.S.010	R.4	BSE.50.05	F4.S.01.12
STWALLS-WEST	Site Structures including retaining walls, sound walls, crash walls - Westminster Sta	65	86	19-Aug-15	20-Nov-15	($242,996)	NW.A.S.010	N.7	BSE.40.05	F4.S.01.07
STSTA-WEST	At-grade station, stop, shelter, mall, terminal - Westminster Sta South Side	70	63	21-Oct-15	12-Feb-16	($408,340)	NW.A.S.010	S.1	BSE.20.01	F4.S.01.01
STLAND-WEST	Pedestrian/bike access and accomodation, landscaping - Westminster Sta	55	63	04-Jan-16	05-Apr-16	($350,070)	NW.A.S.010	N.5	BSE.40.06	F4.S.01.08



Activity ID	Activity Name	Original Duration	Start	Finish	Cost	Location	Asset	SCC	Budgeted Cost
Total		989	14-May-12	05-Apr-16	($2,000,000)				
DTP-PRICING FORM: F4 Form 4: SIP: Pecos to S. Westminster		989	14-May-12	05-Apr-16	($3,000,000)				
DTP-PRICING FORM: F4.S Design Elements		989	14-May-12	05-Apr-16	($2,992,546)				
DTP-PRICING FORM: F4.S.01 South Westminster Station		989	14-May-12	05-Apr-16	($2,992,546)				
DTP-PRICING FORM: F4.S.01.01 At-grade station, stop, shelter, mall, terminal, platform		952	14-May-12	12-Feb-16	($169,584)				
RPC006030	RPC006 Westminster Station (DTC)	5	14-May-12	18-May-12	$64,996	NW.A	G	BSE.20.01	
RPC006040	RPC006 Westminster Station (DTP)	5	14-May-12	18-May-12	($20,966)	NW.A	G	BSE.20.01	
RPC006060	RPC006 Westminster Station (DTS)	5	14-May-12	18-May-12	($90,146)	NW.A	G	BSE.20.01	
STSTA-WEST20	RPC006 Shelter & Nolan Drainage - Westminster Sta	20	10-Feb-15	13-Mar-15	$284,872	NW.A.S.010	S.1	BSE.20.01	
STSTA-WEST	At-grade station, stop, shelter, mall, terminal - Westminster Sta South Side	70	21-Oct-15	12-Feb-16	($408,340)	NW.A.S.010	S.1	BSE.20.01	
DTP-PRICING FORM: F4.S.01.05 Demolition, Clearing, Earthwork		60	22-Jan-15	15-Apr-15	($806,002)				
STPREP-WEST	Demo, Clearing, Earthwork - Westminster Sta South Side	50	22-Jan-15	15-Apr-15	($806,002)	NW.A.S.010	N.1	BSE.40.01	
DTP-PRICING FORM: F4.S.01.06 New Site Utilities		98	10-Feb-15	26-Jun-15	($678,644)				
STUTIL-WEST	New Site Utilities - Westminster Sta	88	10-Feb-15	26-Jun-15	($678,644)	NW.A.S.010	N.3	BSE.40.02	
DTP-PRICING FORM: F4.S.01.07 Site Structures including retaining walls, sound walls		67	19-Aug-15	20-Nov-15	($242,996)				
STWALLS-WEST	Site Structures including retaining walls, sound walls, crash walls - Westminster Sta	65	19-Aug-15	20-Nov-15	($242,996)	NW.A.S.010	N.7	BSE.40.05	
DTP-PRICING FORM: F4.S.01.08 Pedestrian/bike access and accomodation, landscaping		67	04-Jan-16	05-Apr-16	($350,070)				
STLAND-WEST	Pedestrian/bike access and accomodation, landscaping - Westminster Sta	55	04-Jan-16	05-Apr-16	($350,070)	NW.A.S.010	N.5	BSE.40.06	
DTP-PRICING FORM: F4.S.01.09 Pedestrian Bridge		68	28-Aug-13	04-Dec-13	$34,187				
STTUNN1-WEST	Construct Pedestrian Tunnel Part 1 - Westminster Sta (under BNSF Track)	65	28-Aug-13	04-Dec-13	$34,187	NW.A.S.010	S.7	BSE.40.05	
DTP-PRICING FORM: F4.S.01.10 Automobile, bus, van accessways including roads, parking lots		66	29-Jun-15	30-Sep-15	($887,657)				
STPARK-WEST	Accessways Including Roads & Parking Lots - Westminster Sta	66	29-Jun-15	30-Sep-15	($887,657)	NW.A.S.010	N.6	BSE.40.07	
DTP-PRICING FORM: F4.S.01.12 Communications		11	21-Oct-15	04-Nov-15	$108,220				
COMMS19170	Comm - N19L - Install Cameras & Speakers - Westminster Sta	10	21-Oct-15	04-Nov-15	$108,220	NW.A.S.010	R.4	BSE.50.05	
DTP-PRICING FORM: F4.O Other Project Costs		5	14-May-12	18-May-12	($7,454)				
DTP-PRICING FORM: F4.O.01 Other Project Costs		5	14-May-12	18-May-12	($7,454)				
DTP-PRICING FORM: F4.O.01.05 Final Design		5	14-May-12	18-May-12	$25,108				
RPC006020	RPC006 Design (DTC)	5	14-May-12	18-May-12	$25,108	NW.A	G	BSE.80.02	
DTP-PRICING FORM: F4.O.01.07 Bond and Letter of Credit		5	14-May-12	18-May-12	($32,562)				
RPC006010	RPC006 Bond (DTC)	5	14-May-12	18-May-12	($32,562)	NW.A	I.0.032	BSE.40.08	



Project Start: 12-Feb-09

Project Finish: 26-Apr-17

Data Date: 28-Apr-12

RPC-006 South Westminster Station Revised Scope

Note: Total Float based on Proposed Revised Baseline Schedule CDRL9-10.003

Remaining Level of Effort ◆ ◆ Milestone
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

EXHIBIT K - RPC 041 O&M

Contract Data Requirements
Submittal

Item	Contract Data	Contract Data Information
i	Date Prepared	2/23/16
ii	CDRL Identification Number	CDRL CA-105.061.02
iii	Agreement Title & Number	Eagle Project – Contract 18FH012
iv	Submitting Organization	Denver Transit Partners
v	Description	RTD Proposed Change No. 0041B.O&M, NW – Westminster Betterment Requests Operations and Maintenance (TSI-281.02)
vi	Status	Rev 1 – Submittal
vii	Category	NA
viii	Signature	Brett Marsolais 2/23/16 Brett Marsolais Date Contract Administrator "Having checked this item of Contract Data, I hereby certify that it conforms to the requirements of the Concession Agreement in all respects, except as specifically indicated."

1. Scope – Details of the proposed implementation of Concessionaire Proposed Change, RTD Proposed Change or Relief Notice (CA Sections 36.1(c)(i) and (ii), 36.3(e)(i), and 38.2(c)(i) (each, as applicable))

Summary of the Work**:**

Operations and Maintenance: RPC 041B.O&M includes all additional station maintenance added per the COW Station Platform and reflected in RPC 041B.CAP. Additional O&M scope for this RPC includes:

- Additional Snow Removal
- Elevator Maintenance
- Additional Canopy Maintenance
- Additional Electrical Consumption
- Additional Cleaning
- Additional Lighting Maintenance
- Additional Camera and Etel Maintenance

Scope Assumptions and Conditions:

The scope of work described in Section 1 of this Change Summary and the Price provided in Section 2 and Schedule Impacts described in Section 3 are contingent upon the following Assumptions and Conditions:

- Etch glass is excluded from the change.
- Railing to remain RTD standard.

Reference Documents:

Aconex Transmittal RTD-TRN-020907 – CA-111.122: Memorandum of Relief MOR 103A for RPC 041A Westminster Station Platform Betterment Design

Aconex Transmittal FHDR-TRN-005186 – Constructability Review: CDRL 7B-09.06B – NWES3B – Westminster Station_95%

Aconex Transmittal DTP-TRN-015149 – RTD Proposed Change No. 0041B, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Official Letter RTD-OFLTR-000663 - RTD Proposed Change No. 0041B, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Transmittal DTP-TRN-015498 - RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Official Letter RTD-OFLTR-000667 - RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Official Letter RTD-OFLTR-000668 – RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Transmittal RTD-TRN-015029 – CDRL CA-111.146: Memorandum of Relief MoR 103B for RPC 041B Westminster Betterment Request Construction

Aconex Transmittal DTP-TRN-016349 - RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

Aconex Transmittal RTD-TRN-025450 - RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

Aconex Transmittal RTD-TRN-027773 – RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

2. Pricing Summary – Additional Costs (CA Sections 36.1(c)(iii), 36.3(e)(ii) and 36.3(e)(iii), 38.2(c)(ii) (each, as applicable))

This Change Report includes an aggregate fixed price, in 2010 Dollars, of $2,484,961 for all costs for operations and maintenance services during the Operating Period. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.

Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendix 2; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.

3. **Schedule – Time Impacts (CA Sections 36.1(c)(iii), 36.3(e)(iv), 38.2(c)(iii) (*each, as applicable*))**

   N/A

4. **Permits (CA Sections 36.1(c)(iii), 36.3(e)(v), 38.2(c)(ii) (each, as applicable))**

   DTP will obtain all Permits required by this Change. Permits shall be issued within 30 calendar days following application.

5. **Impact to Obligations of the Concessionaire (CA Sections 36.1(c)(iii), 36.3(e)(vi), 38.2(c)(iii) *(*each, as applicable))**

   The O&M Contract will be amended to reflect the change in obligations under the Project Agreements resulting from this Change.

6. **Subcontractors ((CA Sections 36.1(c)(iii) and 36.3(e)(vii) (each, as applicable))**

   DTP will utilize subcontractors during the execution of this change, these subcontractors have not been identified at this time.

7. **Impacts on the Availability Ratio or Performance Deductions (CA Sections 36.1(c)(iii), 36.3(e)(viii), 38.2(c)(iv) (each, as applicable*)*)**

   A non-functioning elevator at the Westminster Station would not constitute a *Station Downtime Event* per Attachment 11, Part A of the Concession Agreement.

8. **Further Effects or Benefits (CA Sections 36.1(c)(iii), 36.3(e)(ix), 38.2(c)(ii) (each, as applicable))**

   There are no further impacts resulting from this change.

9. **Impact on DBE/SBE Goals (CA Sections 36.1(c)(iii), 36.3(e)(x) (each, as applicable))**

Achievement of the DBE/SBE Goals set forth in the Concession Agreement will not be impacted by this change.

Appendix 2– Pricing Summary
Appendix 3 – Revised Table 3 *Base Annual Service Payments* (per CA Amendment No. 2) (*as applicable for Service Payments*)
Appendix 4 – N/A

Operations & Maintenance

RPC-041 Westminster Station Platform Betterment

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Totals	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Grand Total	$ 2,484,961		$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413
Costs	$ 2,484,961		$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413
Credits	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Direct Costs	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Total	$ 2,484,961		$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 84,413	$ 96,741	$ 84,413

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Direct Costs	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
DTP Direct Costs	$ -																														
Mark-up on Direct Costs (10%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Subcontractors	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Project Subcontractor Totals	$ 236,988		$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172
Mark-up on Project Subs (5%)	$ 11,861		$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409
Project Subcontractor Total	$ 248,849		$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Contractors Direct	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Project Contractors Totals	$ 2,224,251		$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423
Mark-up on Contractors (0%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Project Contractors Direct Total	$ 2,224,251		$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423

DTP		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Project Contractors Mark-ups	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Total Contractors Mark-ups	$ 11,861		$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409
DTP Mark-up (0%)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Proj Contractors Mark-up	$ 11,861		$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409

DTO		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Direct Costs	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
DTO Direct Costs & Contingency	$ 2,022,038		$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 79,774	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 79,774	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 68,566	$ 79,774	$ 68,566
Mark-up on Direct Costs (10%)	$ 202,213		$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 7,977	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 7,977	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 6,857	$ 7,977	$ 6,857
DTO Direct Total	$ 2,224,251		$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 75,423	$ 87,751	$ 75,423

DTO		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
DTO Subcontractor Totals	$ 236,988		$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172
Mark-up on DTO Subs (5%)	$ 11,861		$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409
DTO Subcontractor Total	$ 248,849		$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581	$ 8,581

DTO Direct Costs - Breakouts

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
RENEWALS	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Fixed Camera Renewal	$ 20,277											$ 6,759				$ -					$ 6,759								$ -	$ 6,759	
Large Overheaed Arch	$ 225,707		$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783	$ 7,783
Platform Canopy (due to upgrade)	$ 53,998		$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862	$ 1,862
Etel	$ 7,920											$ 2,640						$ -			$ 2,640									$ 2,640	
	$ -																														
	$ 307,902																														

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
ANNUAL SERVICE PAYMENT ADJ	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Snow Removal / handwork	$ 117,450		$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050	$ 4,050
Elevator Electrical Consumption	$ 91,350		$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150
Cleaning	$ 696,000		$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000
Lighting Maintenance	$ 314,389		$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841	$ 10,841
Lighting Maintenance Large Canopy	$ 132,000		$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552	$ 4,552
	$ 1,351,189																														

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
DTO Direct Costs	$ 1,659,099		$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 65,637	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 65,637	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 56,238	$ 65,637	$ 56,238
10% Mark-up on Direct Costs	$ 165,916		$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 6,564	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 6,564	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 5,624	$ 6,564	$ 5,624
Total - Directs & Mark-ups	**$ 1,825,015**		**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 72,201**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 72,201**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 61,862**	**$ 72,201**	**$ 61,862**

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Monthly Elevator Maintenance	$ 236,988		$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172
	$ -																														
	$ 236,988																														

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
Subcontractors	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
DTO Subcontractors	$ 236,988		$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172	$ 8,172
5% Mark-up on DTO Subs	$ 11,861		$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409	$ 409
Total - Subs & Mark-ups	**$ 248,849**		**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**	**$ 8,581**

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
TOTALS	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Direct + Subs + Markups	**$ 2,073,864**		**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 80,782**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 80,782**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 70,443**	**$ 80,782**	**$ 70,443**

		Year - (-1)	Year - 0	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24	Year - 25	Year - 26	Year - 27	Year - 28
TOTALS	Total	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Contingency (17.5%)	$ 362,939		$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 14,137	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 14,137	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 12,328	$ 14,137	$ 12,328
10% Mark-up on Contingency	$ 36,300		$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,233	$ 1,414	$ 1,233	$ 1,233	$ 1,233	$ 1

The Base Annual Service Payments shall be deemed to be revised in accordance with Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, as follows:

n	Year	$BAISP_{ECbase}$	$BAISP_{GLbase}$	$BAISP_{NWESbase}$	$ABAISP_{base}$	$BANISP_{ECbase}$	$BANISP_{GLbase}$	$BANISP_{NWESbase}$	$ABANISP_{base}$
Revisions either "Plus" or "Minus" with respect to Table 3 – Base Annual Service Payments (on page 4 of CA Amendment No.2). Each Memorandum of Relief shall be an independent revision that shall be accumulated prior to Revenue Service Commencement for the applicable Commuter Rail Project. All figures in 2010 Dollars.									
-1	2015	No change	No change	No change	No change	No change	No change	No change	No change
0	2016	No change	No change	$84,413	$84,413	No change	No change	No change	No change
1	2017	No change	No change	$84,413	$84,413	No change	No change	No change	No change
2	2018	No change	No change	$84,413	$84,413	No change	No change	No change	No change
3	2019	No change	No change	$84,413	$84,413	No change	No change	No change	No change
4	2020	No change	No change	$84,413	$84,413	No change	No change	No change	No change
5	2021	No change	No change	$84,413	$84,413	No change	No change	No change	No change
6	2022	No change	No change	$84,413	$84,413	No change	No change	No change	No change
7	2023	No change	No change	$84,413	$84,413	No change	No change	No change	No change
8	2024	No change	No change	$84,413	$84,413	No change	No change	No change	No change
9	2025	No change	No change	$96,741	$96,741	No change	No change	No change	No change
10	2026	No change	No change	$84,413	$84,413	No change	No change	No change	No change
11	2027	No change	No change	$84,413	$84,413	No change	No change	No change	No change
12	2028	No change	No change	$84,413	$84,413	No change	No change	No change	No change
13	2029	No change	No change	$84,413	$84,413	No change	No change	No change	No change
14	2030	No change	No change	$84,413	$84,413	No change	No change	No change	No change
15	2031	No change	No change	$84,413	$84,413	No change	No change	No change	No change
16	2032	No change	No change	$84,413	$84,413	No change	No change	No change	No change

17	2033	No change	No change	$84,413	$84,413	No change	No change	No change	No change
18	2034	No change	No change	$96,741	$96,741	No change	No change	No change	No change
19	2035	No change	No change	$84,413	$84,413	No change	No change	No change	No change
20	2036	No change	No change	$84,413	$84,413	No change	No change	No change	No change
21	2037	No change	No change	$84,413	$84,413	No change	No change	No change	No change
22	2038	No change	No change	$84,413	$84,413	No change	No change	No change	No change
23	2039	No change	No change	$84,413	$84,413	No change	No change	No change	No change
24	2040	No change	No change	$84,413	$84,413	No change	No change	No change	No change
25	2041	No change	No change	$84,413	$84,413	No change	No change	No change	No change
26	2042	No change	No change	$84,413	$84,413	No change	No change	No change	No change
27	2043	No change	No change	$96,741	$96,741	No change	No change	No change	No change
28	2044	No change	No change	$84,413	$84,413	No change	No change	No change	No change

Exhibit L

Net O&M Schedule - NON-Indexed

	RTD O&M Costs (per RPC 006, executed 6/26/2012)		**Station Platform Betterment O&M Costs** (per RPC 041 O&M, executed 2/23/2016)		**Net O&M Costs - NON-Indexed** ($ owed to RTD)/ +$ owed to COW
2016	$28,486	-	$84,004	=	($55,518)
2017	$28,486	-	$84,004	=	($55,518)
2018	$28,486	-	$84,004	=	($55,518)
2019	$26,058	-	$84,004	=	($57,946)
2020	$26,058	-	$84,004	=	($57,946)
2021	$26,058	-	$84,004	=	($57,946)
2022	$26,058	-	$84,004	=	($57,946)
2023	$46,711	-	$84,004	=	($37,293)
2024	$26,058	-	$84,004	=	($57,946)
2025	$26,058	-	$96,333	=	($70,275)
2026	$26,058	-	$84,004	=	($57,946)
2027	$26,058	-	$84,004	=	($57,946)
2028	$46,711	-	$84,004	=	($37,293)
2029	$26,058	-	$84,004	=	($57,946)
2030	$26,058	-	$84,004	=	($57,946)
2031	$26,058	-	$84,004	=	($57,946)
2032	$26,058	-	$84,004	=	($57,946)
2033	$141,126	-	$84,004	=	+$57,122
2034	$26,058	-	$96,333	=	($70,275)
2035	$26,058	-	$84,004	=	($57,946)
2036	$26,058	-	$84,004	=	($57,946)
2037	$26,058	-	$84,004	=	($57,946)
2038	$26,058	-	$84,004	=	($57,946)
2039	$26,058	-	$84,004	=	($57,946)
2040	$26,058	-	$84,004	=	($57,946)
2041	$46,711	-	$84,004	=	($37,293)
2042	$26,058	-	$84,004	=	($57,946)
2043	$26,058	-	$96,333	=	($70,275)
2044	$46,711	-	$84,004	=	($37,293)
TOTAL	**$960,646**	**-**	**$2,473,103**	**=**	**($1,512,457)**

BY AUTHORITY

ORDINANCE NO. **3824** COUNCILLOR'S BILL NO. **9**

SERIES OF 2016 INTRODUCED BY COUNCILLORS
Pinter, Garcia

A BILL FOR AN ORDINANCE AUTHORIZING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT REGARDING THE LOCAL AGENCY CONTRIBUTION FOR THE WESTMINSTER STATION

WHEREAS, in June 2012 the City and the Regional Transportation District (RTD) entered into two intergovernmental agreements (IGAs) for the Northwest Rail Electrified Segment Westminster Station, allowing the City to implement an alternative approach to RTD's base plan for commuter and bus access, parking, and pedestrian areas to support the Westminster Station commuter rail station (the "Station IGA") and to define the City's local area contribution to the overall project (the "LAC IGA"); and

WHEREAS, the parties now wish to amend the LAC IGA to conform with a new schedule and with the refined understanding of each parties' responsibilities.

NOW THEREFORE, pursuant to the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq*., THE CITY OF WESTMINSTER ORDAINS:

Section 1. Authorization. The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City the First Amendment to the Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Local Agency Contribution to the Westminster Station Project in substantially the same for as attached hereto as Attachment A and to continue to fund and implement said Agreement, as amended.

Section 2. This ordinance shall take effect upon its passage after second reading. 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 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

FIRST AMENDMENT TO
CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT to the CITY OF WESTMINSTER NORTHWEST RAIL ELECTRIFIED SEGMENT LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this _____day of _____, 2016 (the ***Effective Date)*** by and between the **CITY OF WESTMINSTER** (the ***City),*** a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT *(RTD),*** a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et *seq.* The City and RTD may hereinafter be referred to individually as a ***Party*** and collectively as the ***Parties****.*

The Parties wish to amend the City of Westminster Northwest Rail Electrified Segment Local Agency Contribution Intergovernmental Agreement, dated June 26, 2012, by and between the Parties (the "LAC IGA"), to conform with the companion Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement ("Station IGA") of the same date, being amended contemporaneously by the Parties.

Now, therefore, the Parties agree to amend the LAC IGA as follows:

A. Section 2, "LOCAL AGENCY CONTRIBUTION," subsection 2.3, "Local Agency Contribution Credit," sub-subsection (c), "Sales and Use Tax Receipts," is replaced to read as follows:

c. Sales and Use Tax. The City and RTD shall address payment of sales and use taxes by RTD Contractors according to Section 6.4 of the Station IGA, as amended by its First Amendment, which reads as follows:

Station IGA, First Amendment, Section 6.4 Sales and Use Taxes.

a. RTD acknowledges that RTD Contractors are not exempt from the City's sales and use taxes pursuant to Title IV, Chapter 2 of the Westminster City Code. RTD acknowledges that the City imposes a 3.0 % general sales and use tax against all taxable transactions as defined in the Westminster City Code (the ***City General Sales/Use Tax***), and two special voter approved and voter designated sales and uses taxes in the amount of 0.6% (designated for public safety purposes), and 0.25 % (designated for parks, open space and trails) (together, the ***Voter Designated Sales/Use Taxes***). The City acknowledges that as partial consideration for the RTD Funding, the RTD O & M Costs, and other consideration provided by RTD pursuant to this IGA and the Local Agency Contribution IGA, the City shall accept a Local Match Credit in the amount of $324,143 as a final settlement of RTD Contractors' City General Sales/Use Tax obligations. Within 30 days of the Effective Date of the First Amendment to the Station IGA, the City shall accept as final settlement of RTD Contractors' Voter Designated Sales/Use Tax a cash payment by RTD to the City in the amount of $91,841.

Thereafter, RTD Contractors shall have no further obligations to report or pay the City General Sales/Use Tax or Voter Designated Sales/Use Taxes related to the construction and commencement of revenue service of the NWES to the Westminster Station.

b. This Section 6.4 applies only to work performed by RTD Contractors for the Northwest Rail Electrified Segment that is the subject of this Station IGA and applies only to work performed by RTD Contractors up to the date RTD commences revenue service to the Station. No credit for the Local Match Credit or the settlement of RTD Contractors' Voter Designated Sale/Use Tax payment shall be given by the City to RTD Contractors for any equipment or materials used by RTD Contractors in connection with any work other than the NWES that is the subject of this Station IGA, and RTD Contractors shall remain responsible for the payment of any sales and uses taxes that may be imposed by the City in relation to other work RTD Contractors may perform on behalf of RTD or others for other locations or projects.

RTD shall credit to the Local Agency Contribution the value of sales and use tax receipts rebated by the City pursuant to said provision.

B. DOCUMENTS OTHERWISE UNCHANGED

Except as specifically provided in this First Amendment, the LAC IGA remains unchanged and in full force and effect in accordance with its terms. Each reference to the LAC IGA shall be a reference to the LAC IGA, as amended by this First Amendment and as it may be further amended, supplemented and otherwise modified and in effect from time to time.

C. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this First Amendment.

D. GOVERNING LAW

This First Amendment shall be construed in accordance with, and this First Amendment and all matters arising out of or relating in any way whatsoever to this First Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

E. EXECUTION IN COUNTERPARTS

This First Amendment may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which when taken together will constitute a single contract. This First Amendment is effective when it has been executed by each Party.

F. BINDING EFFECT

This First Amendment is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

G. SEVERABILITY

The provisions of this First Amendment are severable and any provision of this First Amendment held to be invalid, illegal or shall not affect the validity, legality or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this First Amendment as of the above stated Effective Date.

ATTEST:

By: _____
Michelle Parker
City Clerk

APPROVED AS TO LEGAL FORM FOR WESTMINSTER:

By: _____
David Frankel
City Attorney

CITY OF WESTMINSTER

By: _____
Donald M. Tripp
City Manager

REGIONAL TRANSPORTATION DISTRICT

By: _____
David Genova
General Manager and CEO

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Associate General Counsel

WESTMINSTER

Agenda Item 10 A-D

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Public Hearing and Action on the Shoenberg Farms Commercial Planned Unit Development for an Amendment to the Comprehensive Plan, an Amendment to the Preliminary Development Plan, and an Official Development Plan.

Prepared By: Patrick Caldwell, AICP, Senior Planner

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Councillor's Bill No. 10 approving a Comprehensive Plan Amendment for the part of the Shoenberg Farms Commercial Planned Unit Development that is platted as Lot 11, 12, 13 and a portion of Lot 14B. This combined parcel is to be referenced as Lot 14C. The CP Amendment in the Shoenberg Farms Commercial Planned Unit Development changes the designation of Lot 14C from Mixed Use to an R-18 land use designation. The proposed amendment is in compliance with the overall purpose and intent of the Comprehensive Plan.
3. Recommend the City Council approve the 5th Amended Preliminary Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
4. Recommend the City Council approve the 17th Amended Official Development Plan. This recommendation is 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 Comprehensive Plan amendment to change from Mixed Use to R-18 removes the requirement for residential uses to have a vertical mix of uses with a .10 Floor Area Ratio of commercial use.
- The property is currently zoned Planned Unit Development (PUD), and this will not change.
- The Preliminary Development Plan (PDP) is proposed to be amended to:
    - Combine several lots into a 4.5 acre lot, labeled as Lot 14C for the proposed senior housing development;
    - Create a new lot, labeled as Lot 14D, from the remnant of a larger Lot 14B,
    - Transfer a drive through use from Lot 2 to Lot 9; and
    - Shift the location of the north to south drive aisle to the west and relocate the access to 73rd Avenue for Lot 14A to this new drive aisle.
- The applicant for the new Lot 14C, Jefferson County Housing Authority (JCHA), proposes to construct 72 units of affordable senior housing in a 3-story building with 110 surface parking spaces. The mix of affordable rental units is detailed below in this memo.
- The new lot labeled Lot 14D presently contains the vacant Shoenberg milk processing plant and a vacant metal building that was used for truck maintenance. Plans for this lot are not certain at this time, and an ODP amendment will be required for any future development or redevelopment of this lot.

Expenditure Required: $0

Source of Funds: N/A

Planning Commission Recommendation

On March 8, 2016 the Westminster City Planning Commission reviewed the proposed Comprehensive Plan Amendment, PDP Amendment and ODP proposed for the Shoenberg Farms Commercial Center

property. The Planning Commission voted 7-0 to recommend approval of the proposed Comprehensive Plan Amendment, PDP Amendment, and ODP to the City Council.

One neighbor, Adam Decker, spoke in opposition to the change in the Comprehensive Plan from a Mixed Use designation to the proposed R-18 designation. He stated his support of the current Mixed Use designation with the requirement for a commercial component on the first floor. He believes that the change will limit future use of the nearby farm buildings at the Shoenberg Farm site.

Policy Issues

1. Should the City Council approve an amendment to the Comprehensive Plan (CP) to change the CP from Mixed Use to R-18 for a portion of the site?
2. Should the City Council approve an amendment to the Preliminary Development Plan (PDP) to allow the combination of several lots into a 4.5 acre lot, labeled as Lot 14C for the proposed senior housing development; creation of a new lot, labeled as Lot 14D, from the remnant of a larger Lot 14B; shifting of the access of Lot 14A to 73rd Avenue to a new north to south drive aisle, and; transfer of a drive through use from Lot 2 to Lot 9.
3. Should the City Council approve an amendment to the Shoenberg Farms Commercial Official Development Plan to allow for the construction of a 72-unit senior housing project on the new Lot 14C?

Alternatives

1. Deny the proposed CP amendment to change the CP from Mixed Use to R-18 for a portion of the site. This alternative is not recommended because staff believes that affordable senior housing is needed in Jefferson County. The Colorado Housing Finance Agency (CHFA) provides tax credits to qualified developments on a competitive basis. This project was successful in the competition, and CHFA tax credits will be used as a component of the financing for the affordable senior housing. If CHFA tax credits are not used then the proposed senior housing will not be as affordable, or possibly not built at all. If so there will continue to be an un-met need for affordable senior housing in Jefferson County.
2. Deny the 5th amendment to the Shoenberg Farms Commercial PDP, and keep the existing PDP as is. This alternative is not recommended as staff believes that the PDP amendment is in compliance with the criteria set forth in Section 11-5-14 of the WMC. Additionally, the amended PDP provides clarity by combining of several lots into a 4.5 acre lot, labeled as Lot 14C for the proposed affordable senior housing; creating a new lot, labeled as Lot 14D, from the remnant of a larger Lot 14B; shifting of the access of Lot 14 A to 73rd Avenue to a new north to south drive aisle, and; transferring a drive through use from Lot 2 to Lot 9 in the PDP.

3. Deny the 17th amendment to the Shoenberg Farms Commercial Official Development Plan to not allow a 72-unit affordable senior housing project on the new Lot 14C. This alternative is not recommended as staff believes that the ODP is in compliance with the criteria set forth in Section 11-5-15 of the WMC. If the Comprehensive Plan and the PDP are approved, the ODP is acceptable. The ODP amendment provides information on the site plan, landscaping, and building design for the proposed affordable senior housing. The ODP amendment complies with the City's Senior Housing Design Guidelines and PUD zoning requirements.

Background Information

<u>Affordable Rental Housing</u>

The 2015 application narrative by the Jefferson County Housing Authority (JCHA) for the CHFA tax credits stated that the proposed unit mix includes 42 one-bedroom units with each unit at 670 square feet, and 30 two-bedroom units with each unit at 920 square feet. A market study was done to assess comparable rental units in the area. The term AMI was used. This is the Area Median Income of the Denver metropolitan area. The actual income varies by household size. The affordability mix distribution proposed for this 72 unit affordable senior project is:

- 30% AMI – 4 one-bedroom units and 4 two bedroom units – 11% of total units
- 40% AMI – 10 one bedroom units and 5 two bedroom units – 21% of total units
- 50% AMI – 16 one bedroom units and 13 two bedroom units – 40% of total units
- 60% AMI – 12 one bedroom units and 8 two bedroom units – 28% of total units

Nature of Request

The JCHA in conjunction with the landowner, Tepper Partners, have requested the review and approval of a Comprehensive Plan Amendment. See Attachment 2. The CP will change the land use designation on approximately 4.5 acres from Mixed Use to an R-18 CP designation. The 4.5 acres are a part of the site that is platted as Lots 11, 12, 13 and a portion of Lot 14B. This combined parcel is to be referenced as Lot 14C. A remnant .68 acre part of Lot 14B, to be called Lot 14D, as well as Lots 5, 6, 7, 8, 9 10, and 14A will continue to have Mixed Use CP land use designation.

An amendment to the Shoenberg Farms Commercial Center Preliminary Development Plan (PDP) is proposed in order to combine Lots 11, 12, 13 and a part of Lot 14B to create a new lot, Lot 14C, that would allow for the construction of an affordable 72 unit residential building designed for senior citizens. (See Sheet 2 of 2 of the PDP in Attachment 4.) The old lots 11, 12, 13, and a part of Lot 14B are shown in a lightweight line, and the new Lot 14C is shown with a heavy weight line. The site plan sheets and the other sheets in the ODP in Attachment 5 show only the outline of the new Lot 14C.
A remnant part of Lot 14B will become Lot 14D. (See Sheet 2 of 2 of the PDP in Attachment 4 for this lot layout.) A vacant milk processing plant, and a vacant truck repair shop are presently on Lot 14D, and redevelopment plans for Lot 14D will be reviewed with a new Official Development Plan (ODP) at a future date.
Also, the PDP will amend the route of the approved north to south drive aisle by shifting it to the west. With this shift the access to Lot 14A will be relocated from 73rd Avenue to the new drive aisle.

A drive through use available to Lot 2 in the Shoenberg Farms Commercial Center PDP will be vacated and relocated for use on Lot 9. The original PDP limited the Shoenberg Farms Center Commercial PDP to 3 drive through uses and these were restricted to Lots 1, 2, 3, 4 and 10. Lot 1 (Jiffy Lube) is not considered a drive through use. Lot 2 is vacant, and is owned by the same landowner as Lot 9, and that lot owner is requesting the transfer of the unused drive through use from Lot 2 to Lot 9. Lot 3 (Jack in the Box) presently has a drive through use. Lot 4 (Advance Auto) is a retail use. Lot 10 (7-11 gas/convenience store) has a gas pump and is considered a drive through use. The switch of the drive through use from Lot 2 fronting Sheridan Boulevard to Lot 9 fronting 72nd Avenue is not anticipated to have significant impacts on the interior auto or pedestrian traffic safety near either lot or on the larger Shoenberg Farms Commercial Center PUD. Lot 9 is adjacent to the traffic signal for this PDP at 72nd Avenue and is adjacent to the realigned north to south drive aisle. Impacts to the drive aisle and the traffic intersection at 72nd are not likely to be any different with a drive through use on Lot 9.

A separate note in the original Shoenberg Farms Commercial PDP allows a drive through use on Lot 6 where the Starbucks drive through is located, and this drive through use on Lot 6 was counted separately from any of the 3 drive through uses in the other notes in that original ODP. In summary, the original Shoenberg Farms Commercial PDP allowed 4 drive throughs, and the transfer of one drive through use from Lot 2 to Lot 9 will not exceed the total of 4 drive throughs allowed per the original PDP.

The ODP amendment for the new Lot 14C defines the site plan, building design and materials, landscaping, and shows the setbacks for the proposed JCHA affordable senior housing. More detailed explanation on this ODP amendment is provided in other parts of this memo.

Location

The general site for the amended CP, PDP and ODP is located north of 72nd Avenue, south of 73rd Avenue, west of Sheridan Boulevard, and east of the Shoenberg Farms townhomes. (Attachment 1).

Public Notification

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

- Published Notice: Notice of public hearings scheduled before Planning Commission 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 March 17, 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 March 17, 2016. One sign faced 73rd Avenue, and the other sign was posted near the entrance to the 7-11 gas/convenience store that is located near the south side of the proposed Lot 14C.

- Written Notice: At least 10 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 March 18, 2016.

Property Owner
Tepper Partners, LLC
211 South Eudora Street
Denver, Colorado 80246

Property Developer/Applicant
Jefferson County Housing Authority
7490 West 45th Avenue
Wheat Ridge, Colorado 80033

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	**Zoning**	**Comprehensive Plan Land Use Designation**	**Current Use**
North: Shoenberg Farms Commercial Center	PUD	Residential R-8	Single-Family Detached Residential – Berkeley Homes
West: Shoenberg Farms	PUD	Residential R-8	Townhome and Single-Family Detached Residential
South: Shoenberg Farms Shopping Center Redevelopment	PUD	Retail Commercial	Walmart and other Commercial
East: Hidden Lake Center Subdivision	PUD	Mixed Use	Retail and Commercial

Site Plan Information
The site plan consists of the new Lot 14C, a 4.5 acre lot that is a combination of Lots 11, 12, 13, and a portion of Lot 14B. This new lot is proposed to contain the affordable senior residential building and its parking and landscape areas. The proposed Lot 14C includes the relocated north to south drive aisle, as well as the relocated entrance to Lot 14A. The sections below review the items relevant to the new Lot 14C. The remnant of Lot 14B is proposed to become the new Lot 14D, and there is not an ODP for this new lot at this time. An ODP will be required for the new Lot 14D when a proposal for development is prepared. This status is similar to the vacant Lots 2, 8, and 9 in this Shoenberg Farms Commercial Center PDP. ODP's will be prepared for those lots at the time that development is proposed on those lots.

- Site Design Lot 14C
  The affordable senior housing is proposed to be constructed on the new Lot 14C. The new lot is the western 1/3 of the Shoenberg PDP that is south of 73rd Avenue. The new north to south drive aisle defines the eastern edge of the lot. The affordable senior housing building footprint is L-shaped. The short end of the L faces 73rd Avenue and presents a traditional residential façade. The 3-story

building height at the western edge is several feet below the street grade. A retaining wall provides protected patios for these first floor western units that are below grade. The garden level design diminishes the visual impact of the building on the street at that western part of the building. A parking field defines the western part of this ODP. The main entrance to the building is at the east part of the building located in the inside corner of the L. A parking field, a drop off area for residents, guest parking and handicap parking are located at this eastern area. Outdoor gardens and a landscaped plaza area are proposed at the northeast part of this ODP. A landscaped detention pond defines the south edge of the ODP, and combined with an east to west drive aisle provides a separation between the senior housing and the convenience store on Lot 10.

- Circulation

  Vehicle access to this ODP site will be from 3 locations. On the east side, the main north to south drive aisle provides a clear access to the parking field and the main entry to the building. On the south side, an east to west drive aisle separates the senior housing site from the convenience store and provides a southern access to the parking field at the west side of the senior building. On the north side, an access to 73rd Avenue provides another access to the parking field that is at the western side of the senior building.

  The new north to south drive aisle will serve as a new vehicular and pedestrian connector from 72nd Avenue to 73rd Avenue. A signal exists at the 72nd Avenue intersection. The new north to south drive aisle will provide improved access to the western area of the existing Lot 14A, a lot owned by the City of Westminster that contains an historic barn, two silos, a small generator building, and the milk storage building. The public access to Lot 14A is presently via a curb cut with a driveway directly to 73rd Avenue. The new access is via a curb cut to the new drive aisle that is the western border of Lot 14A. The revised access benefits Lot 14A by creating opportunity for a more efficient parking lot on Lot 14A, and improved circulation in the future parking area of Lot 14A, and the new access will eliminate a driveway onto 73d Avenue and that is expected to create a safer driving condition on 73rd Avenue. Additionally, the new north to south drive aisle will provide a defined access to the new Lot 14D; and continuing access to Lot 9 on the east side of the drive aisle, and Lot 10 on the west side of the drive aisle. A 5 ft. wide sidewalk and a 5 ft. tree lawn will line both sides of the new portion of the drive aisle.

  Pedestrian circulation is provided at the west and south and east parts of the senior housing site. Paved walkways are provided in the northeast landscape area. Internal sidewalks connect to the existing detached 5 ft. wide sidewalk along the south side of 73rd Avenue.

- Landscape Design

  The landscape for the senior housing ODP will include tree and shrub beds along the west edge between the west parking field and the Shoenberg townhome property to the west. At the south side, the detention pond and the drive aisle will have similar edge landscape cover. The new north to south drive aisle at the east part of the senior housing site will have a continuous edge of trees, shrubs and groundcover. At the north side of the site along the 73rd Avenue frontage a similar landscape is shown. Foundation plantings will complement the patios shown for most first floor units.

  A large landscape area is proposed at the northeast area of the senior housing site and west of the new north to south drive aisle. The area is approximately 100 ft. by 160 ft. A community garden area, a large tree lawn, a trellis with seating below, a butterfly garden, and paved pathways are proposed for the senior housing residents.

- Parking

  For the senior housing site 107 parking spaces are required. 15 spaces are required for guests, and 92 spaces are required for the residents. A total of 110 parking spaces will be provided of which 5 will be handicap accessible spaces.

A cross access parking arrangement will be implemented for this senior housing Lot 14C, as well as the new Lot 14D, the City owned Lot 14A, and the vacant Lot 9.

- 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, WMC (11-6-8-F(1)(b)(iv)) exempts the site from school land dedication requirements because this is a residential building classified as housing for older persons, pursuant to the Federal Fair Housing Act.

- Public Land Dedication
  The WMC. §11-6-8-B identifies the formula for the calculation of Public Land Dedication (PLD). For this site the City has determined that an on-site public land dedication would not serve the public interest. Thus, fee in lieu of land dedication is required. The required land dedication would be 1.296 acres, or cash in lieu at fair market value. This site would result in a total PLD of $334,776. The fee is due for payment prior to the final plat recordation.

- 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. The 2015 fee is $1,031 per unit. For 72 units the total fee of $74,232 is due to the City. 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 building footprint is an L shape with the short end facing 73rd Avenue. The long end of the building runs to the south and is parallel to the new north to south drive aisle. This orientation of the building reduces the impact of the 3-story building mass on 73rd Avenue, which is a streetscape of single-family detached dwellings. The site slopes to the southeast and the building is slightly tucked into the northwest corner of the site so that the more westerly first floor units appear to be at a garden level. A short retaining wall and shallow slope provide sufficient room for patios for the units in the northwest corner.

  The building is a 3-story structure with a variety of wall planes and roof variation. This design style reduces the bulk of the building on the streetscape. The building style could be referenced as a "contemporary farmhouse" style. Gabled end elements anchor each end of the north elevation that faces 73rd Avenue. Three projecting wall planes between the gabled elements are faced in a shirt-waist style of red brick. Window style is flat planes with mullions that is consistent with the contemporary farmhouse style.

  The west elevation is almost a full floor below the grade of the alleys for the townhomes that are west of the site in the Shoenberg Farms ODP. The west elevation is composed of three large elements. The more northerly element is a continuation of the gabled front to 73rd Avenue, and wraps with similar materials and colors that are used on the 73rd façade. The middle element breaks up what could have been a barracks like façade. Tower components with hip roofs atop the towers frame the balconies between the towers. The more southerly element of the west elevation indicates a service door, a roof terrace and community room, and a flat wall plane in a contemporary style.

  The east and south elevations continue the design themes of the north and west sides of the building. Covered outdoor terrace areas, the covered main entry area, and the inside of the L shape provide an opportunity for articulation of the building functions, and give this view of the building a very human scale.

  Building materials will include brick, lap siding, a board and batten style of metal siding, and asphalt shingle roofing. Colors will include reddish brick to match the color of the brick used in the existing retail buildings in the Shoenberg Farms commercial PDP, and earth colors compatible with the brick and theme of a contemporary farmhouse.

- Signage
  A residential monument sign is proposed at the northeast corner of the senior housing lot at the intersection of the north to south drive aisle and 73rd Avenue. 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. Additionally, the parking area and amenity areas of the project will have downward directed lights.

- Public Art
  The public art dedication for this entire PDP, the Shoenberg Farms Commercial site has been provided. The metal sculpture "Dolly", in the plaza of Lots 7 and 8 was installed in 2012.

Westminster Municipal Code Requirements

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 5th Amended Shoenberg Farms Commercial Center PDP and 17th Amended Shoenberg Farms Commercial 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.* If the CP is approved, Staff believes that the zoning and land uses are in conformance with the City's Comprehensive Plan and all City Codes, ordinances and policies. The PUD zone allows flexibility to create a unified and innovative approach to mixed use design. The combination of several lots and realignment of the drive aisle will allow a multifamily style residential building as a transitional density from the nearby townhomes, and single-family residential uses to the more commercial context that exists on the south side of 73rd Avenue, and this in conformance with the goals of the City's Comprehensive Plan. The proposed residential and commercial land uses conform to the City Code, 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. The realignment of the north to south drive aisle demonstrates the implementation of good planning for site circulation. Setbacks, parking, landscape and building for the new and existing lots are listed for the PUD.
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.*
   The PDP has no exceptions from standard Code requirements.
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 development in the surrounding area. The proposed setbacks create a softer edge for this corner of the PUD that is a good transition from an R-8 residential area of townhomes west of the senior housing site to this higher density senior housing then to the Mixed Use allowed on Lots 14A and 14D. The multi-family style senior housing residential site is also compatible with

the single-family detached residential development under construction on the north side of 73rd Avenue.

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.*
   Staff believes that this criterion has been met with the clarity of the reconfigured north to south drive aisle. The senior site has parking and landscape to buffer it at the east from future Mixed Uses on the east side of the drive aisle.
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 PDP is consistent with the proposed Comprehensive Plan amendment. The site design for the affordable senior housing responds to adjacent residential uses of differing intensities. The edge landscaping schemes, tucking the northwest corner of the building into the slope, and using similar exterior building materials will reduce the impact to the nearby residential uses that are a lower density. The north to south internal drive aisle will also provide some separation of residential uses at the west side of the drive aisle from potential commercial uses on the east side of the drive aisle.
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.*
   The proposed changes to the site circulation with the reconfiguration of the north to south drive aisle, relocating the vehicular access to Lot 14A, and including cross access parking arrangements for Lots 14A, 14C, 14D, and Lot 9 will promote safe, convenient and free flow of 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.*
   No new right of way or public land is required or being dedicated with this PDP, and ODP amendment. To ensure good circulation and access within the built and not yet built parts of the PDP the City has required cross access parking arrangements for the new Lots 14C and 14D, and the existing Lots 14A and 9.
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. The detention pond at the south side of the senior housing structure is required to ensure adequate storm drainage and prevent downstream flooding.
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. With the proposed amendment to the Comprehensive Plan the senior housing ODP will be consistent with the Comprehensive Plan. Also, the proposed ODP complies with the design guidelines for senior housing.

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 and Comprehensive Plan amendment.
3. *The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.*
   Staff believes that the overall site design provides reasonable solutions to address the integration of a residential land use into a commercial use area. The realigned north to south drive aisle and detention pond provide good buffer between the residential and commercial uses. The location of the main entry in the shelter of the inside corner of the L-shaped building combined with the green amenities at the east side of the building provides good buffering and transition to the potentially more intense mixed uses east of the drive aisle.
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.*
   Setbacks are noted for parking, building and landscape. These are tailored to the specific site with its grades and drainage requirements.
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 lower density residential development north and west of the ODP site, and future redevelopment in the area to the south and east of the ODP site. 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 on the adjacent lots 14A and 14D. The senior housing site and building design respond to the adjacent uses by providing green buffers at the site edges. At the north, west, and south edges the green spaces are passive, but at the east the green space is programmed to offer potential interaction with commercial development on Lots 14A and 14D.
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 apartment building with some services for seniors on the ground floor with residential above. Residents will have access to indoor amenities that include a lobby/lounge/seating area, roof terrace, hair salon, as well as the exterior amenity area. There is a more private parking area for residents at the west side of the site, and a more public area for parking at the southeast part of the site. Sidewalks will provide pedestrian connections to the adjacent commercial and residential development.
9. *Building height, bulk, setbacks, lot size, and lot coverage are in accordance with sound design principles and practice.*
   The proposed building height of 43 ft. is consistent with standard design for a three-story building with gable roof elements. The flat roof elements average 32 to 34 ft., and these are also consistent with three-story residential design with flat or shallow slope roof elements. The bulk of the building on the 73rd Avenue street frontage has been reduced by tucking the northwest corner of the building into the slope, and using retaining walls to provide patios for the units in that corner. The bulk is further reduced because the building is a slab on grade. A crawl space or a basement would have raised the building out of the ground several feet. An application of brick

on only the first two floors in a shirtwaist style visually diminishes the bulk of the building on the streetscape. Setbacks on all sides are consistent with good design practices and provide good buffers to adjacent uses. The 4.5 acre lot size is adequate to accommodate the building, a detention pond, landscape amenities, parking and landscape buffers at the edges of the lot.

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. Reddish brick will be compatible with the color of the brick in the nearby historic farm structures. The design of the affordable senior building in a "contemporary farmhouse" style with some gable roof elements and varied siding is reflective of the new retail buildings nearby, and the residential buildings north and west of the ODP site.
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.*
    A fence at the west side of the ODP site exists and no change is proposed. The north and south landscape proposals provide good vegetative screening from adjacent uses. Lighting is directed downward and no off site glare is expected. An affordable senior housing site does not typically generate significant noise.
12. *Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.*
    The proposed senior housing project has a large green space at the east side of the building. Outdoor garden areas, walkways, covered trellises, seating areas are to be provided for the residents. At the north, south, and west sides of the site the landscape conforms to City Code requirements and City policies.
13. *Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.*
    A traffic study was completed for the original Shoenberg Farms Commercial Center PDP, and the development that has occurred and has potential to be built will generate less traffic than was anticipated. Roadway improvements, and traffic signals have been installed. The realignment of the north to south drive aisle will not change the impacts to the traffic external to the development.
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 realignment of the north to south drive aisle improves the internal circulation by shifting the access for Lot 14A from 73rd Avenue to the internal drive aisle. The revision of access to Lot 14D to the internal drive aisle, also improves the internal circulation. These revisions should improve the safety of pedestrians and vehicles.
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.*
    Sidewalks are to be constructed to provide reasonable on-site pedestrian connections. A raised crosswalk is proposed at the east to connect the senior housing site to the commercial areas on the east side of the north to south drive aisle.
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. The detention pond at the south is being added with this ODP, but was anticipated in the location shown by the original utility and drainage studies.
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.*

<u>Service Commitment Category</u>

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: Xcel, and Jefferson County School District. Staff received a response from Xcel and the comments have been addressed by the applicant.

Neighborhood Meeting and Public Comments

On August 25, 2015, a neighborhood meeting was held to solicit feedback on this project. Ten neighbors attended. A presentation was given by the architect for the senior housing, and the landowner representative. The presentation included an explanation of the project. Following the presentation an open house was held, which allowed participants to ask detailed questions about the project to both City staff and representatives of the development team.

Neighbors in attendance had questions on unit size, number of one-bedroom and number of two-bedroom units, parking areas, and general exterior of building. Response from the applicant: a total of 72 units are proposed; 42 one-bedroom units of approximately 670 square feet; 30 two-bedroom units of approximately 920 square feet; primary parking area for residents on the west side of the building; parking on the east side of the building for guests, residents, and shared with other lots in the commercial development; building exterior to be three stories with brick, some balconies, patios, and variation in roof style to reduce the bulk of the building to streetscape. The developer noted that the interior of the units will be designed for a senior population with wide doors, open floor plans, and other safety features.

Notice of the public hearing was sent by the applicant to all adjacent property owners within 300 feet of the project boundary. Since the neighborhood meeting staff has received one comment on this project. A new resident has recently inquired about the status of the project. Staff has provided the new neighbor with project information and hearing dates.

Strategic Plan

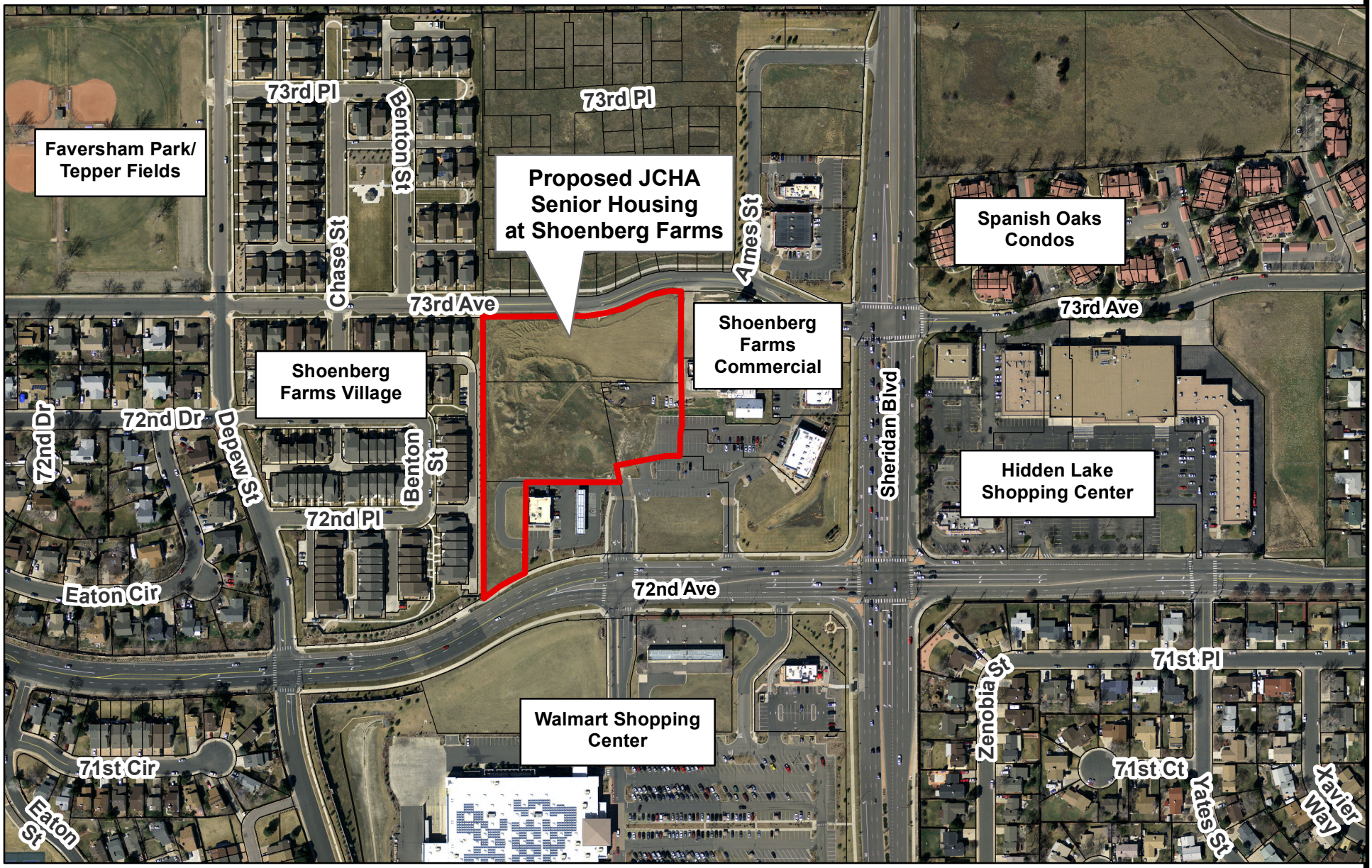
Staff believes this project supports several of the City's 2015 Strategic Plan Goals including, *Vibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City*. This project will provide necessary affordable senior housing as part of a well-designed development at 73rd Avenue and Sheridan Boulevard.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments
Attachment 1 - Vicinity Map
Attachment 2 - Amended Comprehensive Plan Map
Attachment 3 - Amendment Ordinance – Comprehensive Plan (Exhibit A, Exhibit B)
Attachment 4 - 5th Amended Shoenberg Farms Commercial Center Preliminary Development Plan
Attachment 5 - 17th Amended Shoenberg Farms Commercial Official Development Plan

Exhibit A



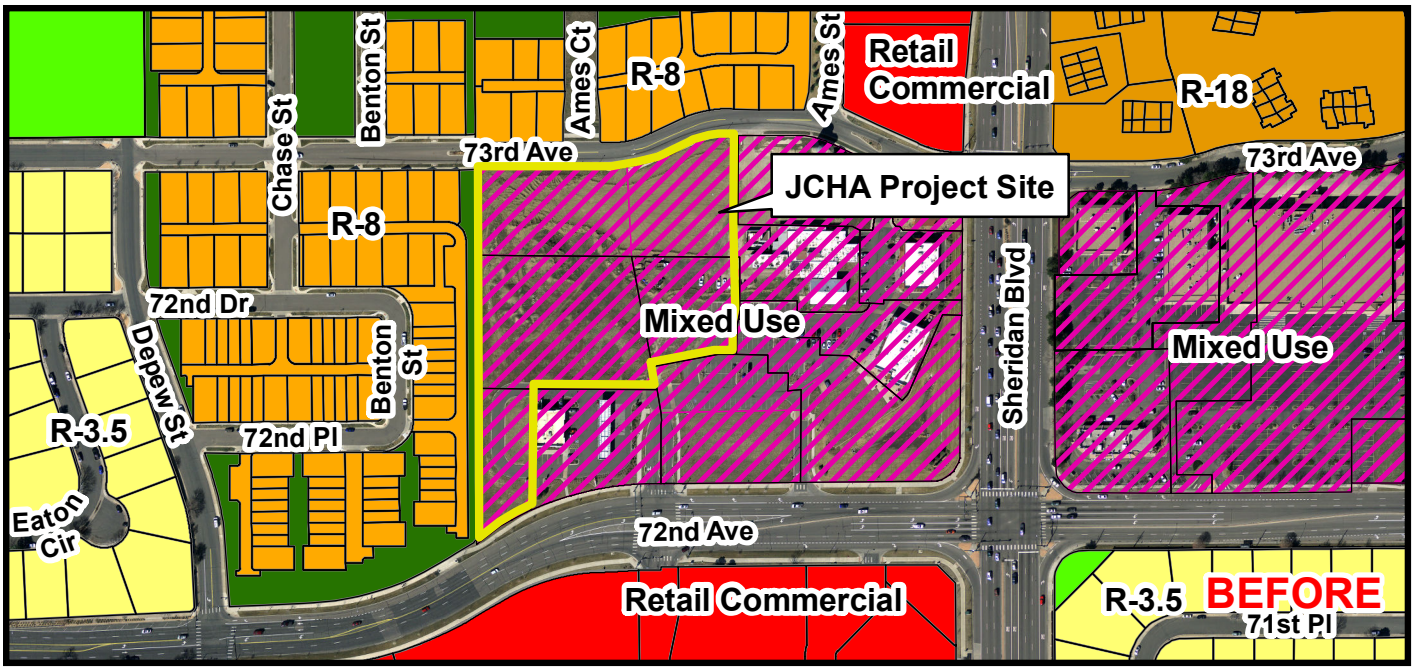
JCHA Senior Housing at Shoenberg Farms - Vicinity Map

(NEC of 72nd Avenue and Sheridan Boulevard)

N
W E
S

Feet
0 125 250 500

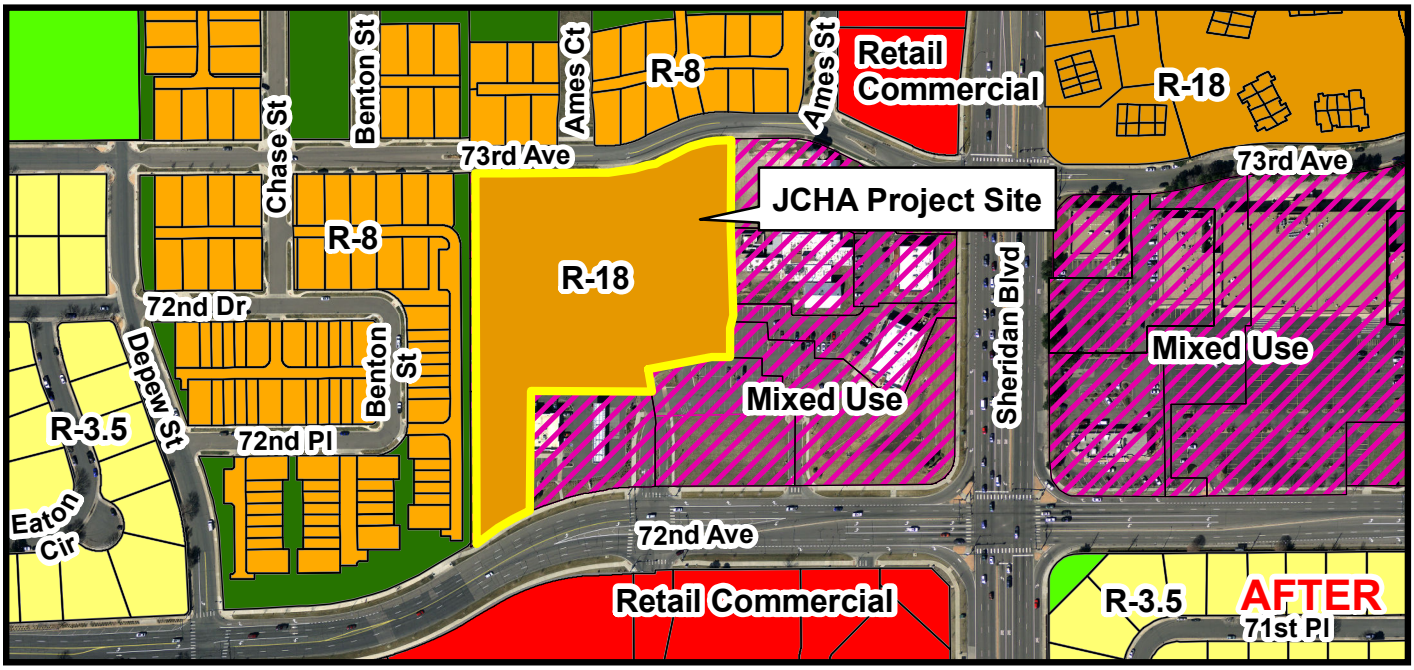
Exhibit B



R-3.5	R-18	Retail Commercial
R-8	Mixed Use	Public Parks
		Private Park / Private Open Space

0 200 400 800 Feet

N W E S



Comprehensive Plan Map Changes: JCHA Senior Housing at Shoenberg Farms

BY AUTHORITY

ORDINANCE NO. **3825** COUNCILLOR'S BILL NO. **10**

SERIES OF 2016 INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE PLAN

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Plan has been submitted to the City for its approval, pursuant to W.M.C. §11-4-16(D), for the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from Mixed Use to R-18 for the 4.5 acre parcel generally located south of 73rd Avenue and east of Sheridan Boulevard.

b. That such amendment has been referred to the Planning Commission, which body held a public hearing thereon on March 8, 2016 after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendment.

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Plan, particularly the policies that encourage residential development adjacent to and within walking distance to commercial and public services; higher density residential development in mixed use neighborhoods, and; provision of a range of affordability and housing types within new neighborhoods.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Plan to change the designation of the property more particularly described on attached Exhibit A from Mixed Use to R-18, as depicted on the map attached as Exhibit B.

Section 3. Severability: 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 deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. 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 March 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of April, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

Exhibit A –

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOTS 11, 12 & 13, SHOENBERG FARMS COMMERCIAL AND A PORTION OF LOT 14B, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, JEFFERSON COUNTY, COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14B, OF THE FIRST REPLAT OF SHEOENBERG FARMS COMMERCIAL, RECEPTION NO. 2009040529, RECORDED MAY 5, 2009, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST 73RD AVE. THE FOLLOWING FIVE COURSES:

1. N89°38'50"E A DISTANCE OF 236.68 FEET TO A POINT OF CURVATURE;
2. THENCE 92.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 224.00 FEET, A CENTRAL ANGLE OF 23°46'37" AND A CHORD WHICH BEARS N77°45'32"E A DISTANCE OF 92.29 FEET TO A POINT OF TANGENCY;
3. THENCE N65°52'13"E A DISTANCE OF 60.09 FEET;
4. THENCE 62.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 24°32'09" AND A CHORD WHICH BEARS N78°08"17"E A DISTANCE OF 61.62 FEET;
5. THENCE S89°35'38"E A DISTANCE OF 14.72 FEET TO THE NORTHWEST CORNER OF LOT 14A, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 14A, S00°24'22"W A DISTANCE OF 153.82 FEET;
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 14A, S88°57'24"E A DISTANCE OF 4.44 FEET;
THENCE ALONG THE EASTERLY LINE OF SAID LOTS 14B AND 13 THE FOLLOWING THREE COURSE:

1. S00°24'22"W A DISTANCE OF 152.46 FEET;
2. THENCE S11°01'42"W A DISTANCE OF 24.42 FEET;
3. THENCE S00°24'22"W A DISTANCE OF 50.00 FEET;

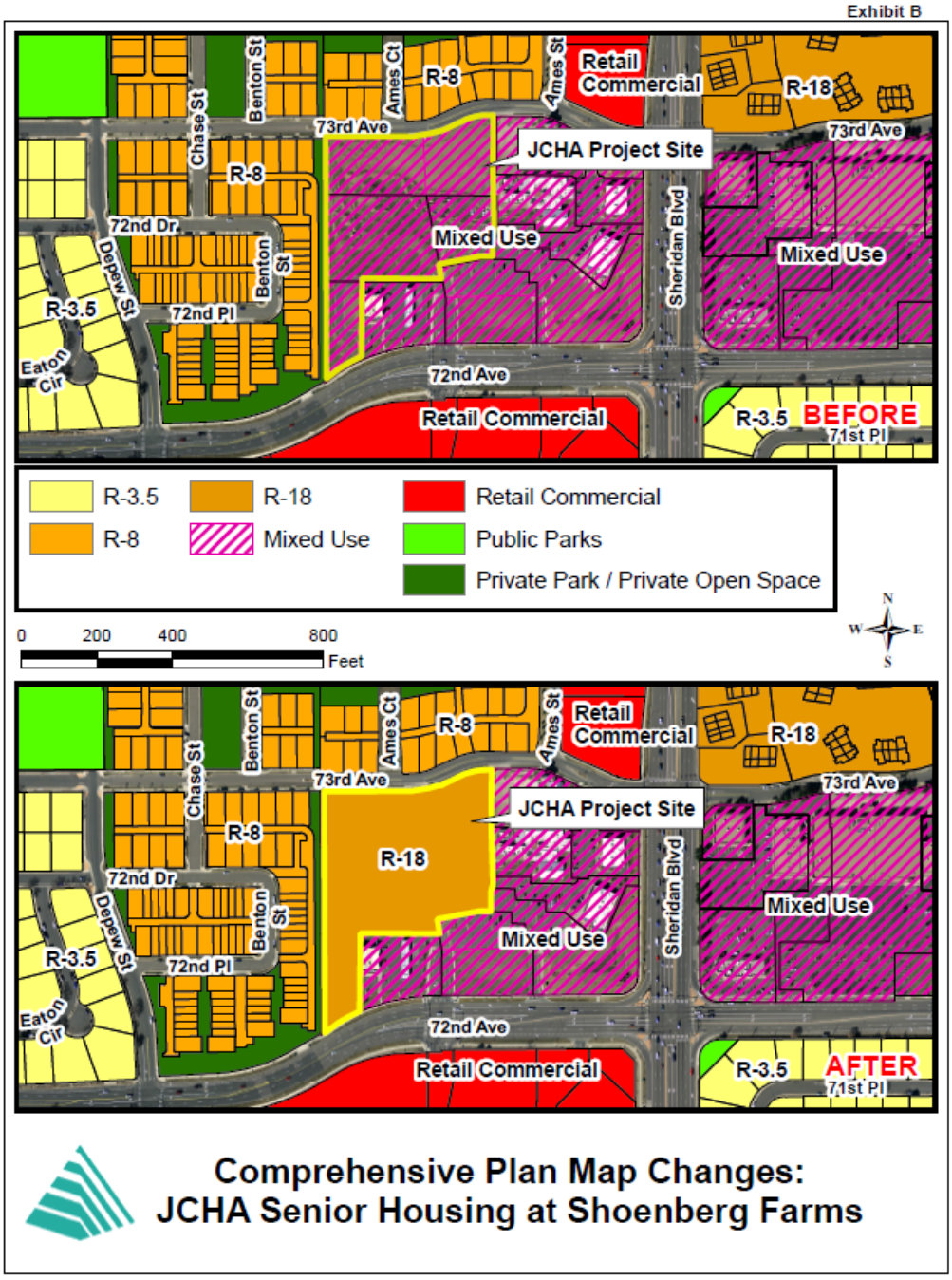
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13 THE FOLLOWING TWO COURSES:

1. N89°35'38"W A DISTANCE OF 34.22 FEET;
2. THENCE S79°14'14"W A DISTANCE OF 114.00 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, S10°45'46"E A DISTANCE OF 40.68 FEET;
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12, N89°35'38"W A DISTANCE OF 217.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, S00°25'51"W A DISTANCE OF 210.74 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 72ND AVE;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 72ND AVE 62.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 521.87 FEET, A CENTRAL ANGLE OF 6°54'22" AND A CHORD WHICH BEARS S62°08'50"W A DISTANCE OF 62.87 FEET
THENCE S53°00'51"W A DISTANCE OF 49.15 FEET TO THE WESTERLY LINE OF SAID LOT 11;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 11 N00°09'30"W A DISTANCE OF 270.37 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID LOTS 12 AND 14B N00°10'38"W A DISTANCE OF 380.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.511 ACRES (196,512 SF) MORE OR LESS.

Exhibit B –



Comprehensive Plan Map Changes:
JCHA Senior Housing at Shoenberg Farms

FIFTH AMENDED PRELIMINARY DEVELOPMENT PLAN
SHOENBERG FARM
A PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHEAST ONE-□UARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

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

LEGAL DESCRIPTIONS

BASIS OF BEARINGS: THE EAST LINE OF SEC. 36, T 2 S, R 69 W, 6TH PM, IS ASSUMED TO BEAR N00°10'37"W BETWEEN FOUND ALUM. CAPS STAMPED PLS 28600 FOR THE EAST LINE OF THE SE ¼ OF SAID SECTION 36 PER THE CITY OF WESTMINSTER GIS COORDINATE SYSTEM AS STATED ON THE COVER SHEET OF THE FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL (RECEPTION NO.2009040529, RECORDED MAY 5, 2009).

LEGAL DESCRIPTION FOR HIDDEN LAKE SENIOR HOUSING

A PARCEL OF LAND BEING A PORTION OF LOTS 11, 12 □ 13, SHOENBERG FARMS COMMERCIAL AND A PORTION OF LOT 14B, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL LOCATED IN THE SOUTHEAST □UARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, JEFFERSON COUNTY, COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14B, OF THE FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL, RECEPTION NO. 2009040529, RECORDED MAY 5, 2009, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST 73RD AVE. THE FOLLOWING FIVE (5) COURSES:
1. THENCE N89°38'50"E, A DISTANCE OF 236.68 FEET TO A POINT OF CURVATURE;
2. THENCE 92.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 224.00 FEET, A CENTRAL ANGLE OF 23°46'37" AND A CHORD WHICH BEARS N77°45'32"E, A DISTANCE OF 92.29 FEET TO A POINT OF TANGENCY;
3. THENCE N65°52'13"E, A DISTANCE OF 60.09 FEET;
4. THENCE 62.09 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 24°32'09" AND A CHORD WHICH BEARS N78°08"17"E, A DISTANCE OF 61.62 FEET;
5. THENCE S89°35'38"E, A DISTANCE OF 14.72 FEET TO THE NORTHWEST CORNER OF LOT 14A, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL□

THENCE ALONG THE WESTERLY LINE OF SAID LOT 14A, S00°24'22"W, A DISTANCE OF 153.82 FEET□

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 14A, S88°57'24"E, A DISTANCE OF 4.44 FEET□

THENCE ALONG THE EASTERLY LINE OF SAID LOTS 14B AND 13 THE FOLLOWING THREE (3) COURSES:
1. THENCE S00°24'22"W, A DISTANCE OF 152.46 FEET;
2. THENCE S11°01'42"W, A DISTANCE OF 24.42 FEET;
3. THENCE S00°24'22"W, A DISTANCE OF 50.00 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13 THE FOLLOWING TWO (2) COURSES:
1. N89°35'38"W A DISTANCE OF 34.22 FEET;
2. THENCE S79°14'14"W A DISTANCE OF 114.00 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, S10°45'46"E A DISTANCE OF 40.68 FEET□

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12, N89°35'38"W A DISTANCE OF 217.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 11□

THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, S00°25'51"W A DISTANCE OF 210.74 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 72ND AVE□

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 72ND AVE 62.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 521.87 FEET, A CENTRAL ANGLE OF 6°54'22" AND A CHORD WHICH BEARS S62°08'50"W A DISTANCE OF 62.87 FEET□

THENCE S53°00'51"W A DISTANCE OF 49.15 FEET TO THE WESTERLY LINE OF SAID LOT 11□

THENCE ALONG THE WESTERLY LINE OF SAID LOT 11 N00°09'30"W A DISTANCE OF 270.37 FEET□

THENCE ALONG THE WESTERLY LINE OF SAID LOTS 12 AND 14B N00°10'38"W A DISTANCE OF 380.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.511 ACRES (196,512 SF), MORE OR LESS.

LEGAL DESCRIPTION FOR REMNANT LOT 14B

A PORTION OF LOT 14B, FIRST REPLAT SCHOENBERG FARMS COMMERCIAL, AS RECORDED AT RECEPTION NUMBER 2009040529, BEING LOCATED IN THE SOUTHEAST 1/4 OF SECTION 36, T.2S, R.68W OF THE 6TH P.M., CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 14A, FIRST REPLAT SCHOENBERG FARMS COMMERCIAL□

THENCE S88°57'24"E, ALONG THE SOUTHERLY LINE OF SAID LOT 14A, A DISTANCE OF 4.44 FEET TO THE **POINT OF BEGINNING**□

THENCE S88°57'24"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 193.99 FEET;

THENCE S63°45'51"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 15.04 FEET TO THE EASTERLY LINE OF SAID LOT 14B□

THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID LOT 14B, THE FOLLOWING EIGHT (8) COURSES:
1. THENCE S00°24'22"W, A DISTANCE OF 127.00 FEET;
2. THENCE S89°35'38"E, A DISTANCE OF 16.19 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 107°28'24", A RADIUS OF 2.00 FEET, FOR AN ARC DISTANCE OF 3.75 FEET (THE CHORD OF WHICH BEARS S35°51'26"E, 3.23 FEET);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 72°31'36", A RADIUS OF 19.50 FEET, FOR AN ARC DISTANCE OF 24.68 FEET (THE CHORD OF WHICH BEARS S54°08'34"W, 23.07 FEET);
5. THENCE N89°35'38"W, A DISTANCE OF 105.52 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 2.00 FEET FOR AN ARC DISTANCE OF 3.14 FEET (THE CHORD OF WHICH BEARS N44°35'38"E, 2.83 FEET);
7. THENCE N00°24'22"E, A DISTANCE OF 17.00 FEET;
8. THENCE N89°35'38"W, A DISTANCE OF 99.50 FEET TO THE EAST LINE OF LOT 13, SCHOENBERG FARMS COMMERCIAL, AS RECORDED AT RECEPTION NUMBER 2007138733□

THENCE N00°24'22" E, ALONG SAID EAST LINE, AND AN EXTENSION THEREOF, A DISTANCE
OF 132.96 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 0.68 ACRE (29,587 S□UARE FEET), MORE OR LESS.

LEGAL DESCRIPTION FOR LOT 9 IS DEFINED ON THE FINAL PLAT FOR SCHOENBERG FARMS COMMERCIAL, RECORDED DECEMBER 20, 2007, RECEPTION #2007138732.

THE LEGAL DESCRIPTION FOR LOT 14A IS DEFINED ON FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL, RECORDED MAY 5, 2009, RECEPTION # 32009040529.

PERMITTED USES

-- RESIDENTIAL USE AT A MA□IMUM 18 DWELLINGS PER ACRE ON LOT 14C.
-- RECREATIONAL USES APPROPRIATE FOR RESIDENTIAL USES.
-- DETENTION POND.
-- UNCOVERED PARKING FOR ANY USE, COVERED PARKING RESIDENTIAL USES ONLY.
-- CIRCULATION AND DRIVE AISLES.
-- DRIVE THRU USE ALLOWED ON LOT 9. THIS DRIVE THRU USE REMOVES THE DRIVE THRU USE ON LOT 2 IN THIS PDP, AND TRANSFERS THE DRIVE THRU USE TO THIS LOT 9 IN THIS PDP.
-- CELL TOWER USE AS E□ISTING ON THE REMNANT LOT 14B□E□PANSION IS PROHIBITED.
-- MI□ED USE COMMERCIAL ALLOW ON LOTS 9, REMNANT 14B AND LOT 14A. FOR THESE LOTS THE DENSITY MAY BE 8 TO 36 DWELLINGS PER ACRE WITH A MA□IMUM COMBINED F.A.R. OF 1.5.

FULL FORCE □ EFFECT

ALL PROVISIONS OF THE ORIGINAL PDP RECORDED AT RECEPTION NO. 2007101574 AND SUBSE□UENT PDP AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT, E□CEPT AS OTHERWISE NOTED HEREIN.

PROJECT CONCEPT

#1 JEFFERSON COUNTY HOUSING AUTHORITY IS PROPOSING AN AFFORDABLE, INDEPENDENT SENIOR LIVING APARTMENT BUILDING AS PART OF THE GREATER SHOENBERG FARM OFFICIAL DEVELOPMENT PLAN (ODP). THE SITE IS LOCATED SOUTH OF 73RD AVENUE ON LOTS 11, 12, 13 AND A PORTION OF LOT 14B.

THE BUILDING WILL HAVE 72 DWELLING UNITS WITH 42 OF THEM BEING ONE-BEDROOM AND 30 OF THEM BEING TWO BEDROOM. IN ADDITION, ON-SITE AMENITIES ARE TO BE PROVIDED INCLUDING A COMMUNITY CENTER, ROOF TOP PATIO, E□AM ROOM FOR VISITING HEALTH CARE PROFESSIONALS, AND A COMPUTER CENTER.

VEHICLE ACCESS TO THE SITE WILL BE OFF 73RD AVENUE ON THE NORTH AND THROUGH THE COMMERCIAL CENTER OFF 72ND ON THE SOUTH. PEDESTRIAN ACCESS WILL TIE INTO THE E□ISTING ROW SIDEWALK ALONG 73RD AVENUE AS WELL AS THE WALKWAYS ALREADY PROVIDED WITHIN THE DEVELOPMENT. A VARIETY OF OTHER TRANSPORTATION OPTIONS ARE AVAILABLE INCLUDING BUS AND BIKE.

FOR THE SENIOR HOUSING 92 PARKING SPACES ARE RE□UIRED FOR THE RESIDENTS, AND 15 FOR GUESTS, AND THIS TOTALS 107 PARKING SPACES. 110 SPACES ARE PROVIDED, AND 6 OF THE 110 PARKING SPACES ARE HANDICAP SPACES. RE□UIRED COVERED PARKING IS DEFERRED TO A FUTURE DATE WHEN THE PROPERTY MAY BE OWNED BY A FOR-PROFIT OWNER.

THE ARCHITECTURE OF THE BUILDING WILL COMPLIMENT THE E□ISTING SHOENBERG FARM COMMERCIAL ODP GUIDELINES WHILE MAINTAINING A RESIDENTIAL □UALITY.

LANDSCAPING FOR THE SITE WILL ALSO COMPLIMENT THE E□ISTING SHOENBERG FARMS DEVELOPMENT WHILE MAINTAINING A RESIDENTIAL □UALITY.

#2 VEHICLE DRIVE THRU USE IS PROPOSED FOR LOT 9. THIS DRIVE THRU USE TRANSFERS AND REMOVES THE DRIVE THRU USE ON LOT 2.

#3 LOT 14A ACCESS SHIFTING FROM 73RD AVENUE TO A NEW NORTH TO SOUTH PUBLIC ACCESS DRIVE AISLE AT THE WEST EDGE OF LOT 14A.

#4 REMNANT LOT 14B IS TO BE RENAMED LOT 14D. ACCESS TO LOT LOT 14D SHALL BE AT THE NEW NORTH TO SOUTH PUBLIC ACCESS DRIVE AISLE AT THE WEST EDGE OF LOT 14D. ANY NEW BUILDINGS PROPOSED FOR LOT 14D SHALL BE SHOWN ON A NEW ODP FOR THIS LOT.

PLAN DURATION

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 RE□UIRED 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 □I, W.M.C.

LAND USES TABLE (APPRO□IMATE AREAS)

LAND USE	TOTAL ACRES	□ OF PROPERTY
1. LOT 11 AND SENIOR HOUSING (RESIDENTIAL R-18)	4.51 ACRES	62.8□
2. LOT 9 - VEHICLE DRIVE-THRU (COMMERCIAL USE)	1.18 ACRES	16.4□
3. LOT 14A	0.81 ACRES	11.3□
4. REMNANT LOT 14B	0.68 ACRES	9.5□
TOTAL	7.18 ACRES	100□

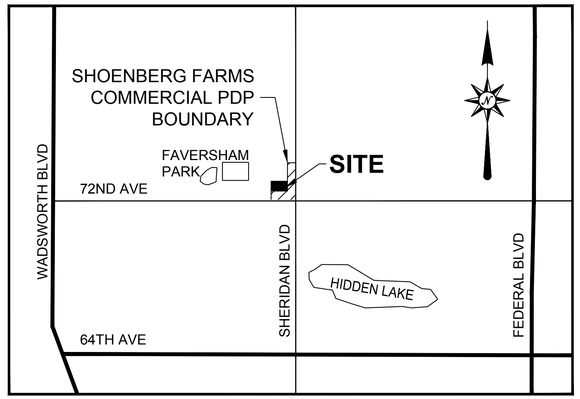
SURROUNDING □ONING, LAND USES □ COMP PLAN: (WITHIN 300□OF BOUNDARY)

	□ONING	LAND USE	COMP PLAN
NORTH	PUD	VACANT/SINGLE FAMILY	R-8 RESIDENTIAL
SOUTH	PUD	COMMERCIAL	MI□ED USE
EAST	PUD	COMMERCIAL	MI□ED USE
WEST	PUD	RESIDENTIAL	R-8 RESIDENTIAL

PARKING□TABLE FOR NEW LOT 14D

PARKING	DESCRIPTION	RE□UIRED	PROVIDED
HANDICAP	1 SPACE PER EACH 25 OF TOTAL	5	6 SPACES
1-BEDROOM	1 SPACE PER DWELLING	42	42 SPACES
2-BEDROOM	1.5 SPACES PER DWELLING	45	45 SPACES
GUEST	1 SPACE PER 5 DWELLINGS	15	18 SPACES
ADDITIONAL	NON RE□UIRED	N/A	N/A
	TOTAL	107	111 SPACES

*COVERED PARKING MAY BE DEFERRED TO A FUTURE DATE WHEN THE PROPERTY IS OWNED BY A FOR-PROFIT OWNER.



VICINITY MAP
SCALE: 1" □ 2,000□

SUMMARY OF AMENDMENTS

THIS AMENDMENT REVISES A 4.51 ACRE PARCEL FROM MI□ED USE COMMERCIAL TO A RESIDENTIAL LAND USE WITH A MA□IMUM DENSITY OF UP TO 18 DWELLINGS PER ACRE. LOTS 11, 12, 13 AND A PORTION OF LOT 14B ARE TO BE COMBINED AND WILL BE DESIGNATED WITH THE RESIDENTIAL USE OF UP TO 18 DWELLINGS PER ACRE. THE MI□ED USE COMMERCIAL AND COMMERCIAL USES ON THE COMBINED LOTS WILL BE REMOVED. AN AMENDMENT TO THE COMPREHENSIVE PLAN WILL ALLOW THE CHANGE IN USE ON THE COMBINED LOT AND WILL BE REVIEWED CONCURRENTLY WITH THE PDP AMENDMENT. A REMNANT PART OF LOT 14B WILL BECOME A SEPARATE LOT. ACCESS TO LOT 14A WILL BE CHANGED. TRANSFER DRIVE THRU USE TO LOT 9 FROM LOT 2.

AMENDMENT 4 - AMENDED THE ORIGINAL SHOENBERG FARMS PUD TO INCLUDE NEW USES AND FURTHER DEFINES THE PORTIONS OF STREET RIGHT-OF-WAYS FOR SHERIDAN BLVD., WEST 72ND AVE AND WEST 73RD AVE.

AMENDMENT 3 - ADD NUMEROUS ADDITIONAL LAND USES AND SITE DEVELOPMENT CRITERIA. ADD DRIVE-THRU USE TO LOT 2..

AMENDMENT 2 - ADD NUMEROUS ADDITIONAL LAND USES.

AMENDMENT 1- A PUD TO DEVELOP CLUSTER TOWNHOUSES, SINGLE FAMILY HOMES, PATIO HOMES, FAMILY RENTAL UNITS AND DAIRY USAGE.

CROSS ACCESS PARKING:

THE LOTS IN THIS AMENDMENT TO THE PDP SHALL HAVE CROSS ACCESS PARKING AVAILABLE. THIS INCLUDES LOT 14A, 14C, 14D, AND LOT 9. THE OFFICIAL DEVELOPMENT PLAN FOR EACH OF THESE LOTS, 14A, 14C, 14D, AND LOT 9, SHALL STATE THE EASEMENT FOR CROSS ACCESS PARKING. ANY FUTURE REPLAT OF THESE LOTS, LOT 14A, 14C, 14D, AND LOT 9, SHALL INCLUDE A STATEMENT TO ALLOW CROSS ACCESS PARKING FOR THESE LOTS.

CONSULTANT FIRMS:

R□R ENGINEERS-SURVEYORS, INC.
710 WEST COLFA□ AVENUE
DENVER, CO 80204
303-753-6730 PHONE
303-753-6568 FA□

EJ ARCHITECTURE, PLLC
575 UNION BLVD. SUITE 200
LAKEWOOD, CO 80228

DEVELOPER:

TEPPER PARTNERS, LLC.
211 SOUTH EUDORA STREET
DENVER, CO 80246

SETBACKS FOR LOT 14C

SETBACKS	BUILDING	PARKING	LANDSCAPE
73RD AVENUE FOR LOT 14C	28 FT.	28 FT.	28 FT.
WEST SIDE OF LOT 14C	25 FT.	23 FT.	23 FT.
SOUTH SIDE OF LOT 14C ADJACENT TO 72ND AVENUE	50 FT.	25 FT.	25 FT.
SOUTH SIDE OF LOT 14C ADJACENT TO LOT 10	68 FT.	0 FT.	0 FT.
SOUTH SIDE OF BUILDING ADJACENT TO THE DETENTION POND FIVE YEAR IMPOUNDMENT AREA	5 FT.	NA	NA
EAST SIDE OF LOT 14C MEASURED BACK OF SIDEWALK OF THE PUBLIC ACCESS NORTH TO SOUTH DRIVE AISLE	40 FT.	25 FT.	25 FT.
EAST SIDE OF LOT 14C ADJACENT TO LOT 10	0 FT.	25 FT.	25 FT.

SETBACKS FOR LOT 14D

SETBACKS	BUILDING	PARKING	LANDSCAPE
EAST SIDE OF LOT 14D NEW CONSTRUCTION	15 FT.	10 FT.	10 FT.
WEST SIDE OF LOT 14D NEW CONSTRUCTION	15 FT.	10 FT.	10 FT.
SOUTH SIDE OF LOT 14D NEW CONSTRUCTION	15 FT.	10 FT.	10 FT.
NORTH SIDE OF LOT 14D NEW CONSTRUCTION	15 FT.	10 FT.	10 FT.

SETBACKS FOR LOT 14A

SETBACKS	BUILDING	PARKING	LANDSCAPE
EAST SIDE OF LOT 14A NEW CONSTRUCTION	15 FT.	25 FT.	25 FT.
73RD AVENUE FOR LOT 14A NEW CONSTRUCTION	15 FT.	15 FT.	15 FT.
WEST SIDE OF LOT 14A NEW CONSTRUCTION	12 FT.	12 FT.	12 FT.
SOUTH SIDE OF LOT 14A NEW CONSTRUCTION	10 FT.	10 FT.	10 FT.

SETBACKS FOR LOT 9

SETBACKS	BUILDING	PARKING	LANDSCAPE
NORTH AND EAST SIDE LOT 9 ADJACENT TO PARKING	30 FT.	0 FT.	0 FT.
WEST AND SOUTH SIDE LOT 9 NEW CONSTRUCTION	40 FT.	40 FT.	40 FT.
EAST SIDE LOT 9 NEW CONSTRUCTION	20 FT. ADJACENT TO DRIVE AISLE	20 FT.	20 FT.

SHEET INDE□

SHEET 1 OF 2 COVER SHEET
SHEET 2 OF 2 SITE PLAN

PARK DEVELOPMENT FEE:

THE CITY CODE (§11-6-8-C□RE□UIRES A PARK DEVELOPMENT FEE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST UNIT IN ANY BUILDING. A FEE OF □1,031 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 72 DWELLINGS THE TOTAL FEE IS □74,232. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE PARK FEE IS ADJUSTED ANNUALLY IN ACCORDANCE WITH THE CONSUMER PRICE INDE□ (CPI□AS ESTABLISHED FOR THE DENVER METROPOLITAN AREA.

SCHOOL LAND DEDICATION:

THE CITY CODE (§11-6-8-F□RE□UIRES A DEDICATION OF SCHOOL LAND OR CASH IN LIEU OF LAND. FOR THIS SITE, THE CITY HAS DETERMINED THAT SENIOR HOUSING IS E□EMPT FROM SCHOOL LAND DEDICATION RE□UIREMENTS.

PUBLIC LAND DEDICATION:

PUBLIC LAND DEDICATION IS RE□UIRED FOR RESIDENTIAL DEVELOPMENTS IN THE CITY. 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 RE□UIRED. THE FEE IS BASED ON THE FAIR MARKET VALUE OF THE LAND WHICH MIGHT HAVE BEEN DEDICATED TO THE CITY. PUBLIC LAND DEDICATION IS PROPOSED TO BE PAID CASH-IN-LIEU. THE CITY CODE (§11-6-8(B)) REQUIRES 12 ACRES PER 1,000 RESIDENTS, FOR A SENIOR HOUSING DEVELOPMENT. PROJECTED POPULATION FOR SENIOR HOUSING DEVELOPMENT IS 1.5 PERSONS PER UNIT. FOR 72 UNITS THE POPULATION IS 108 PERSONS. FOR 108 PERSONS THE PUBLIC LAND DEDICATION RE□UIRED IS 1.296 ACRES. BASED ON A LAND PURCHASE PRICE (OR FAIR MARKET VALUE AS DETERMINED BY A CURRENT APPRAISAL) OF □258,315 PER ACRE MULTIPLIED BY 4.51 ACRES, THE CASH-IN-LIEU TOTALS □334,776. THE CASH-IN-LIEU PAYMENT IS DUE PRIOR TO THE RECORDATION OF THE FINAL PLAT FOR THE ODP.

RECOVERY COSTS

ANY SUBSE□UENTLY 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

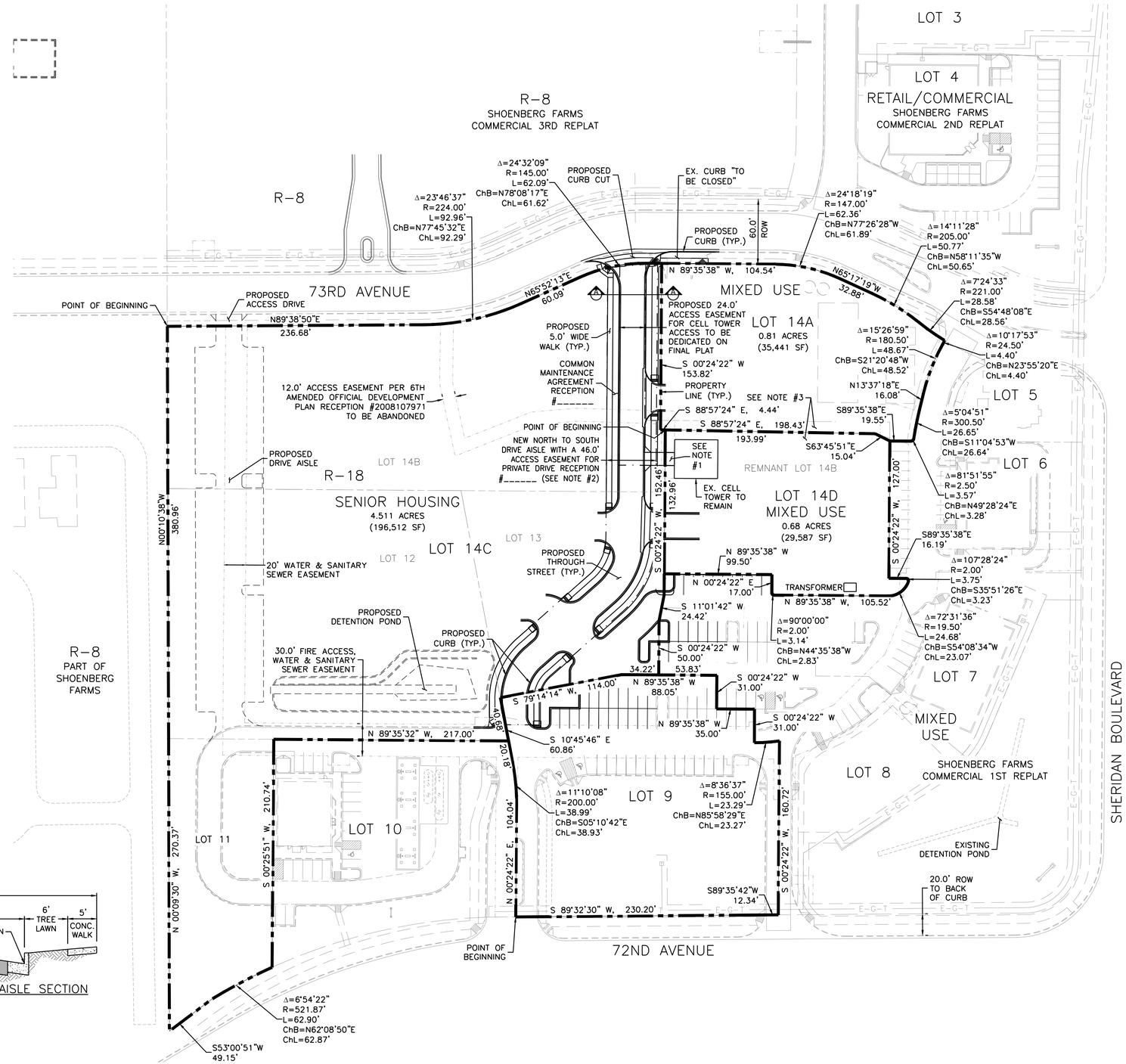
OWNER APPROVAL

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□□□.

□□□□□□□□□□□□□□□□□□□

FIFTH AMENDED PRELIMINARY DEVELOPMENT PLAN
SHOENBERG FARM
A PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

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



NOTES:

1.) CELL TOWER ACCESS: VEHICULAR ACCESS FROM THE PRIMARY NORTH TO SOUTH DRIVE AISLE TO THE EXISTING CELL TOWER SITE ON LOT 14D IS AVAILABLE ONLY AT THIS LOCATION. THE 24 FT. WIDE ACCESS EASEMENT NARROWS TO 12 FT. WIDE WHEN IT HEADS EAST TO THE CELL TOWER ON LOT 14D. AT THIS POINT ON THE 12 FT. WIDE EASEMENT AND WITHIN THE PROPERTY LINE OF LOT 14D THERE WILL BE A GATE IN ORDER TO RESTRICT ALL PUBLIC ACCESS, AND PAVED WITH A CONCRETE SURFACE. THE EASEMENT SHALL BE CONSIDERED ABANDONED IF THE CELL TOWER OR SIMILAR USE IS DISCONTINUED AT THE EXISTING CELL TOWER SITE FOR 180 DAYS. THE EASEMENT IS RECORDED AT RECEPTION NUMBER 2016001027 IN JEFFERSON COUNTY, COLORADO.

2.) PUBLIC ACCESS ALLOWED ON THE 48 FT. WIDE DRIVE AISLE WITH THE EASEMENT TO BE NOTED ON THE FINAL PLAT.

3.) NO VEHICULAR ACCESS BETWEEN LOT 14A AND LOT 14D.

R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
(P): 303-753-6730 (F): 303-753-6568
WWW.RRENGINEERS.COM

SITE PLAN

SITE: SHOENBERG FARM
72ND AVE. & SHERIDAN BLVD., WESTMINSTER, CO

FOR: TEPPER PARTNERS, LLC.
211 SOUTH EUDORA STREET
DENVER, CO 80246

REVISIONS

P: S: 1:1
J.N.: TE14005
D: 7/16/2015
Dr: IB Ck'd: DSD
S:

SHEET 2 OF 2

Preliminary Development Plan
PATH:P:\PROJECTS\TE14005 SHOENBERG FARM\ENGINEERING\DRAWINGS\PDP-CONCEPT\TE14005-SITE.DWG, PLOT DATE:3/16/2016 8:09:13 AM, BY:RENAE STAVROS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 22

LEGAL DESCRIPTION FOR HIDDEN LAKE SENIOR HOUSING

A PARCEL OF LAND BEING LOTS 11, 12 & 13, SHOENBERG FARMS COMMERCIAL AND A P ORTION OF LOT 14B, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, JEFFERSON COUNTY, COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14B, OF THE FIRST REPLAT OF SHEOENBERG FARMS COMMERCIAL, RECEPTION NO. 2009040529, RECORDED MAY 5, 2009, SAID POINT ALSO BEING THE POINT OF BEGINNING.
THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST 73RD AVE. THE FOLLOWING FIVE COURSES:
1. N89°38'50"E A DISTANCE OF 236.68 FEET TO A POINT OF CURVATURE;
2. THENCE 92.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 224.00 FEET, A CENTRAL ANGLE OF 23°46'37" AND A CHORD WHICH BEARS N77°45'32"E A DISTANCE OF 92.29 FEET TO A POINT OF TANGENCY;
3. THENCE N65°52'13"E A DISTANCE OF 60.09 FEET;
4. THENCE 62.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 24°32'09" AND A CHORD WHICH BEARS N78°08"17"E A DISTANCE OF 61.62 FEET;
5. THENCE S89°35'38"E A DISTANCE OF 14.72 FEET TO THE NORTHWEST CORNER OF LOT 14A, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 14A, S00°24'22"W A DISTANCE OF 153.82 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 14A, S88°57'24"E A DISTANCE OF 4.44 FEET; THENCE ALONG THE EASTERLY LINE OF SAID LOTS 14B AND 13 THE FOLLOWING THREE COURSE:
1. S00°24'22"W A DISTANCE OF 152.46 FEET;
2. THENCE S11°01'42"W A DISTANCE OF 24.42 FEET;
3. THENCE S00°24'22"W A DISTANCE OF 50.00 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13 THE FOLLOWING TWO COURSES:
1. N89°35'38"W A DISTANCE OF 34.22 FEET;
2. THENCE S79°14'14"W A DISTANCE OF 114.00 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, S10°45'46"E A DISTANCE OF 40.68 FEET;
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12, N89°35'38"W A DISTANCE OF 217.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, S00°25'51"W A DISTANCE OF 210.74 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 72ND AVE;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 72ND AVE 62.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 521.87 FEET, A CENTRAL ANGLE OF 6°54'22" AND A CHORD WHICH BEARS S62°08'50"W A DISTANCE OF 62.87 FEET
THENCE S53°00'51"W A DISTANCE OF 49.15 FEET TO THE WESTERLY LINE OF SAID LOT 11;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 11 N00°09'30"W A DISTANCE OF 270.37 FEET; THENCE ALONG THE WESTERLY LINE OF SAID LOTS 12 AND 14B N00°10'38"W A DISTANCE OF 380.95 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 4.511 ACRES (196,512 SF) MORE OR LESS.
BASIS OF BEARING: BEARINGS ARE BASED ON THE EAST LINE OF SEC. 36, T 2 S, R 69 W, 6TH PM, WITH A BEARING OF N00°10'37"W BETWEEN FOUND ALUM. CAPS STAMPED PLS 26600 FOR THE EAST LINE OF THE SE ¼ OF SAID SECTION 36 PER THE CITY OF WESTMINSTER GIS COORDINATE SYSTEM AS STATED ON THE COVER SHEET OF THE FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL (RECEPTION NO. 2009040529, RECORDED MAY 5, 2009).
PREPARED BY JOE E. RAUSCH, P.E.
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215
(303) 431-6100
MM PROJECT NO. 14.0437

DATE REGISTERED LAND SURVEYOR & NO.

EXISTING USES:

THIS PROPERTY IS CURRENTLY UNDEVELOPED.

PERMITTED USES:

A. RESIDENTIAL USE AT MAXIMUM 18 DWELLING PER ACRE.
B. RECREATIONAL USES APPROPRIATE FOR RESIDENTIAL USES.
C. DETENTION POND.
D. COVERED AND UNCOVERED PARKING FOR RESIDENTIAL USES ONLY.
E. CIRCULATION AND DRIVER AISLES.

CONTACT:

DEVELOPER
JEFFERSON COUNTY HOUSING AUTHORITY

7490 W 45TH AVE
WHEAT RIDGE, CO 80033
303-422-8600
ALAN FEINSTEIN

DEVELOPER
TEPPER PARTNERS, LLC.

211 SOUTH EUDORA ST
DENVER, CO 80246
720-244-1282
JERRY TEPPER

ARCHITECT
EJ ARCHITECTURE, PLLC.

735 S. XENON COURT
SUITE 200
LAKEWOOD, CO 80228
720-583-1650
ELIZABETH JOHNSON
SARA WEBB

CIVIL ENGINEER
MARTIN MARTIN

12499 W. COLFAX AVE.
LAKEWOOD, CO 80215
303-431-6100
MARK THORNBROUGH
JOE RAUSCH

LANDSCAPE ARCHITECT
R DESIGN

1200 BANNOCK ST
DENVER, CO 80204
303-600-8795
RANSOM BEEGLES

ELECTRICAL ENGINEER
BELFAY ENGINEERING

2811 W 9TH AVE.
DENVER, CO 80204
303-892-5980
DAVID BELLEFEUILLE
BRIAN EHLE
MIKE NG

PROJECT CONCEPT:

JEFFERSON COUNTY HOUSING AUTHORITY IS PROPOSING AN AFFORDABLE, INDEPENDENT SENIOR LIVING APARTMENT BUILDING AS PART OF THE GREATER SHOENBERG FARM OFFICIAL DEVELOPMENT PLAN (ODP). THE SITE IS LOCATED SOUTH OF 73RD AVENUE ON LOTS 11, 12, 13, AND A PORTION OF 14B.

THE BUILDING WILL HAVE 72 DWELLING UNITS WITH 42 OF THEM BEING ONE-BEDROOM AND 30 OF THEM BEING TWO BEDROOM. IN ADDITION, ON-SITE AMENITIES ARE TO BE PROVIDED INCLUDING A COMMUNITY CENTER, ROOF TOP PATIO, EXAM ROOM FOR VISITING HEALTH CARE PROFESSIONALS, AND A COMPUTER CENTER.

VEHICLE ACCESS TO THE SITE WILL BE OFF 73RD AVENUE ON THE NORTH AND THROUGH THE COMMERCIAL CENTER OFF 72ND ON THE SOUTH. PEDESTRIAN ACCESS WILL TIE INTO THE EXISTING ROW SIDEWALK ALONG 73RD AVENUE AS WELL AS THE WALKWAYS ALREADY PROVIDED WITHIN THE DEVELOPMENT. A VARIETY OF OTHER TRANSPORTATION OPTIONS ARE AVAILABLE INCLUDING BUS AND BIKE.

A TOTAL OF 107 SPACES ARE REQUIRED FOR THIS DEVELOPMENT. REQUIRED COVERED PARKING IS DEFERRED TO A FUTURE DATE WHEN PROPERTY MAY BE OWNED BY A FOR-PROFIT OWNER A TOTAL OF 111 SPACES ARE INCLUDED. A TOTAL OF 15 SPACES ARE REQUIRED FOR GUESTS AND 92 SPACES ARE REQUIRED FOR THE RESIDENT USE. ALL SPACES ARE 9 FEET BY 19 FEET AND THE ACCESSIBLE SPACES HAVE 5 FOOT BY 19 FOOT ACCESS AISLES. THERE ARE A TOTAL OF 6 ACCESSIBLE SPACES.

THE ARCHITECTURE OF THE BUILDING WILL COMPLIMENT THE EXISTING SHOENBERG FARM COMMERCIAL ODP GUIDELINES WHILE MAINTAINING A RESIDENTIAL QUALITY.

LANDSCAPING FOR THE SITE WILL ALSO COMPLIMENT THE EXISTING SHOENBERG FARMS DEVELOPMENT WHILE MAINTAINING A RESIDENTIAL QUALITY.

PROJECT DEVELOPMENT TIMING & PHASING:

THE PROPOSED DEVELOPMENT TIMING AND PHASING FOR THIS PROJECT IS AS FOLLOWS:

PROJECT IS ANTICIPATED TO BEGIN CONSTRUCTION IN THE FIRST QUARTER OF 2016.

THIS PROJECT IS TO BE COMPLETED IN ONE PHASE.

VICINITY MAP:

ZONING, LAND USE, AND COMPREHENSIVE LAND USE PLAN DESIGNATION:

	ZONING	LAND USE	CLUP DESIGNATION
NORTH	PUD	VACANT/SINGLE FAMILY	R-8 RESIDENTIAL
SOUTH	PUD	COMMERCIAL	MIXED USE
EAST	PUD	COMMERCIAL	MIXED USE
WEST	PUD	RESIDENTIAL	R-8 RESIDENTIAL

FINISHED AND GROSS SQUARE FOOTAGE:
GROSS SQUARE FOOTAGE: 81,400 SF NET SQUARE FOOTAGE: 77,425 SF

SETBACKS:

SETBACKS	BUILDING	PARKING	LANDSCAPE
73RD AVE.	28 FT.	28 FT.	28 FT.
WEST PROPERTY LINE	25 FT.	23 FT.	23 FT.
EAST PROPERTY LINE AT BACK OF SIDEWALK OF PUBLIC ACCESS	40 FT.	25 FT.	25 FT.
SOUTH PROPERTY LINE ADJACENT TO 72ND AVENUE	50 FT.	25 FT.	25 FT.
DETENTION POND 5 YEAR IMPOUNDMENT	15 FT.	N/A	N/A
SOUTH PROPERTY LINE ADJACENT TO LOT 10	68 FT.	0 FT.	0 FT.
EAST PROPERTY LINE ADJACENT TO LOT 10	0 FT.	25 FT.	25 FT.
SOUTH PROPERTY LINE ADJACENT TO DETENTION POND	5 FT.	N/A	N/A

OWNER APPROVAL

I, _____, AS _____OF _____, A _____, PROPERTY OWNER, SO SO APPROVE OF THIS OFFICIAL DEVELOPMENT PLAN FOR REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER THIS_____DAY OF_____, 20___.

SIGNATURE TITLE

CITY APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WESTMINSTER THIS_____DAY OF _____, 20 __.

CHAIRMAN

APPROVED 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 JEFFERSON COUNTY AT GOLDEN, COLORADO ON THIS DAY OF

_____ 20___, AT__:____O' CLOCK __M.

JEFFERSON COUNTY
CLERK AND RECORDER

BY: DEPUTY CLERK

PARKING:

PARKING	DESCRIPTION	REQUIRED	PROVIDED
HANDICAP	1 SPACE PER EACH 25 OF TOTAL	5	6 SPACES
1-BEDROOM	1 SPACE PER DWELLING	42	42 SPACES
2-BEDROOM	1.5 SPACES PER DWELLING	45	45 SPACES
GUEST	1 SPACE PER 5 DWELLING	15	18 SPACES
ADDITIONAL	*COVERED PARKING	N/A	N/A
TOTAL		**107**	**110 SPACES**

*SEE NOTE 1 FROM EXCEPTIONS ON SHEET 2 OF 22

RECOVERY COSTS:

THERE ARE NO RECOVERY COSTS FOR THE PROPERTY.

ANY SUBSEQUENT 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 OR OFFICIAL DEVELOPMENT PLAN.

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ej architecture, pllc

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SHOENBERG SENIOR HOUSING
5231 W. 72ND AVE.
WESTMINSTER, CO

DRW
CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

NO.	DESCRIPTION	DATE
1	ODP CONCEPT	7-8-14
2	ODP CONCEPT	3-11-15
3	TECHNICAL 1	9-16-15
4	TECHNICAL 2	1-7-16
5	TECHNICAL 3	2-17-16
6		
7	TECHNICAL 4B	3-7-16
8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 23, 2016

DRAWING NUMBER.:

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 22

A) 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.

B) WATER AND SEWER WILL BE PROVIDED AS AVAILABLE IN ACCORDANCE WITH THE CITY OF WESTMINSTER'S GROWTH MANAGEMENT PROGRAM. (ORDINANCE NO. 2480, SERIES 1996).

C) THE OWNER OF PROPERTY DESCRIBED AS WILL CONVEY TO THE CITY ALL RIGHTS TO NON-TRIBUTARY WATER UNDERLYING THIS PROJECT, HEREIN AS WELL AS EASEMENTS FOR ACQUISITION OF SUCH WATER.

D) STORM DRAINAGE WILL BE IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY AND CITY STANDARDS.

E) UTILITIES WILL BE INSTALLED IN ACCORDANCE WITH THE APPROVED UTILITIES STUDY AND CITY STANDARDS.

F) 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.

G) VEHICULAR ACCESS AND CIRCULATION FACILITIES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED TRAFFIC STUDY, THE OFFICIAL CITY CODE, AND THE POLICIES OF THE CITY.

H) CITY WILL INSTALL, AT DEVELOPER'S EXPENSE, ALL TRAFFIC CONTROL DEVICES REQUIRED, INCLUDING STREET NAME SIGNS.

I) ALL EASEMENTS SHOWN ON THIS OFFICIAL DEVELOPMENT PLAN ARE FOR UTILITY PURPOSES AND OTHER USES SHOWN. FOR THE PURPOSE OF THIS ODP, UTILITIES ARE DEFINED AS WATER, SEWER, DRAINAGE, TELEPHONE, GAS, ELECTRICITY, CABLE TELEVISION, AND NEIGHBORHOOD MAILBOX UNITS. (1/83)

J) ALL PRIVATE DRIVES AND PARKING AREAS SHALL BE CONSTRUCTED USING A MINIMUM OF 3" OF ASPHALT PAVEMENT AND 6"OF BASE COURSE. PRIVATE DRIVES AND PARKINGAREAS IN WHICH UTILITY EASEMENTS ARE LOCATED, AND ALL FIRE LANES AND EMERGENCY ACCESS DRIVES, SHALL BE CONSTRUCTED USING A MINIMUM OF 4"OF ASPHALT PAVEMENT AND 8" OF BASE COURSE OR FULL DEPTH ASPHALT PAVEMENT EQUIVALENT.

K) ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW OR UTILITY EASEMENTS SHALL BE MAINTAINED BY THE CITY OF WESTMINSTER PUBLIC WORKS DEPARTMENT. THE CITY IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PAVEMENT, CURB AND GUTTER, LANDSCAPING OR ANY OTHER PRIVATE IMPROVEMENTS WITHIN UTILITY EASEMENTS DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

L) WATER CONSERVATION MEASURES, FEATURES AND STANDARDS SHALL BE PROVIDED IN ACCORDANCE WITH TITLE XI, CHAPTER 3, OF THE CITY CODE.

M) 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.

N) ALL SIGNAGE SHALL BE IN CONFORMANCE WITH THIS OFFICIAL DEVELOPMENT PLAN.

O) 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.

P) TEMPORARY OR PERMANENT FENCING SHALL BE INSTALLED ON THE PRIVATE SIDE OF THE PROPERTY LINE ADJACENT TO 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.

Q) 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 8" OF BASE COURSE AND A SUFFICIENT AMOUNT OF "ALL-WEATHER" SURFACE MATERIAL THAT WILL SUPPORT THE LOAD OF FIRE APPARATUS.

R) NO ACCESS WILL BE ON PUBLIC LANDS.

S) DEVELOPER AND BUILDER SHALL PATROL ON A WEEKLY BASIS THE PUBLIC AND OTHER LANDS ADJACENT TO THE DEVELOPMENT, DURING THE CONSTRUCTION PROCESS, AND REMOVE CONSTRUCTION DEBRIS TO KEEP THE ADJACENT LANDS CLEAN AND SAFE.

T) STORM DRAINAGE SHALL ONLY BE DISCHARGED ONTO OR ACROSS PUBLIC LAND AS DESCRIBED IN THE APPROVED DRAINAGE STUDY.

U) 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.

V) THE PROJECT OWNER/DEVELOPER AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION DRAWINGS AND DOCUMENTS COMPLY WITH ALL REQUIREMENTS OF THE ODP. THE PROJECT OWNER/DEVELOPER SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION AND GRADING COMPLETED THAT DOES NOT COMPLY WITH THE APPROVED ODP AND SHALL BE REQUIRED TO MAKE ALL MODIFICATIONS NECESSARY TO BRING THE PROJECT IN COMPLIANCE WITH THE ODP.

W) ALL WATER FEATURES, SUCH AS FOUNTAINS SHOWN ON THIS ODP, MUST BE FUNCTIONAL AND OPERATE ANNUALLY – AT LEAST FROM MAY 1 THROUGH SEPTEMBER 30.

X) 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.

Y) OUTSIDE DISPLAY, STORAGE, OR SALE OF MERCHANDISE ON A PERMANENT, TEMPORARY, OR SEASONAL BASIS IS PROHIBITED.

Z) COVERED PARKING STRUCTURES ON THE WEST SHALL ENCROACH 2' - 9" INTO THE REQUIRED 25' - 0" SETBACK.

THREE-YEAR REVIEW: IN THE EVENT THE DATE OF APPROVAL OF A PROPERTY'S 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.

UTILITY BOXES: UTILITY BOXES ARE TO BE INSTALLED IN THE LOCATION(S) SHOWN ON THIS ODP. ANY PROPOSED REVISIONS 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.

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.

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 THIS 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.

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.

TYPE OF LAND USE	# ACRES	% OF TOTAL PROPERTY
RESIDENTIAL	4.5 ACRES	
RIGHTS-OF-WAY	0.1 ACRES	3%
DRAINAGEWAYS/PONDS	0.26 ACRES	7%
BUILDING COVERAGE	.64 ACRES	13%
PAVING AND DRIVES	1.99 ACRES	50%
LANDSCAPED OPEN SPACE	1.36 ACRES	27%
RESIDENTIAL DENSITIES	16 DU/ACRES	

EXCEPTIONS:

1. THE CITY'S SENIOR DESIGN GUIDELINES REQUIRE ONE THIRD OF THE PARKING SPACES TO BE COVERED, EITHER IN CARPORTS, OR GARAGES. THE CITY HAS DETERMINED THAT FOR THIS SITE TO BE DEVELOPED FOR AFFORDABLE SENIOR HOUSING THAT THE COVERED PARKING REQUIREMENT MAY BE DEFERRED TO A FUTURE DATE IF THE PROPERTY IS SOLD TO A FOR-PROFIT OWNER. THE FOR-PROFIT OWNER SHALL HAVE A MAXIMUM OF 180 DAYS AFTER PURCHASE DATE TO CONSTRUCT THE REQUIRED COVERED PARKING.

CROSS ACCESS PARKING:

1. THIS AMENDMENT TO THE OFFICIAL DEVELOPMENT PLAN SHALL HAVE CROSS ACCESS PARKING AVAILABLE TO INCLUDE LOT 14A, 14C, 14D, AND LOT 9. ANY FUTURE REPLAT OR AMENDMENT ODP FOR THESE LOTS 14A, 14C, 14D, AND LOT 9, SHALL INCLUDE A STATEMENT TO ALLOW CROSS ACCESS PARKING FOR THESE LOTS.

PARK DEVELOPMENT FEE
THE CITY CODE (Â§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 $1,031 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 72 DWELLINGS THE TOTAL FEE IS $74,232. 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.

SCHOOL LAND DEDICATION:
THE CITY CODE (Â§11-6-8(F)) REQUIRES A DEDICATION OF SCHOOL LAND OR CASH IN LIEU OF LAND. FOR THIS SITE, THE CITY HAS DETERMINED THAT SENIOR HOUSING IS EXEMPT FROM SCHOOL LAND DEDICATION REQUIREMENTS.

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, A FEE IN LIEU OF THE LAND DEDICATION IS REQUIRED. THE FEE IS BASED ON THE FAIR MARKET VALUE OF THE LAND WHICH MIGHT HAVE BEEN DEDICATED TO THE CITY. PUBLIC LAND DEDICATION IS PROPOSED TO BE PAID CASH-IN-LIEU. THE CITY CODE (Â§11-6-8(B)) REQUIRES 12 ACRES PER 1,000 RESIDENTS, FOR A SENIOR HOUSING DEVELOPMENT. PROJECTED POPULATION FOR SENIOR HOUSING DEVELOPMENT IS 1.5 PERSONS PER UNIT. FOR 72 UNITS THE POPULATION IS 108 PERSONS. FOR 108 PERSONS THE PUBLIC LAND DEDICATION REQUIRED IS 1.296 ACRES. BASED ON A LAND PURCHASE PRICE [OR FAIR MARKET VALUE AS DETERMINED BY A CURRENT APPRAISAL] OF $258,315 PER ACRE MULTIPLIED BY 4.51 ACRES, THE CASH-IN-LIEU TOTALS $334,776. THE CASH-IN-LIEU PAYMENT IS DUE PRIOR TO THE RECORDATION OF THE FINAL PLAT FOR THE ODP.

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SHOENBERG SENIOR HOUSING
5231 W. 72ND AVE.
WESTMINSTER, CO

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CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

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5	TECHNICAL 3	2-17-16
6	TECHNICAL 4A	3-1-16
7	TECHNICAL 4B	3-7-16
8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06

DATE.: MARCH 23, 2016

DRAWING NUMBER.:

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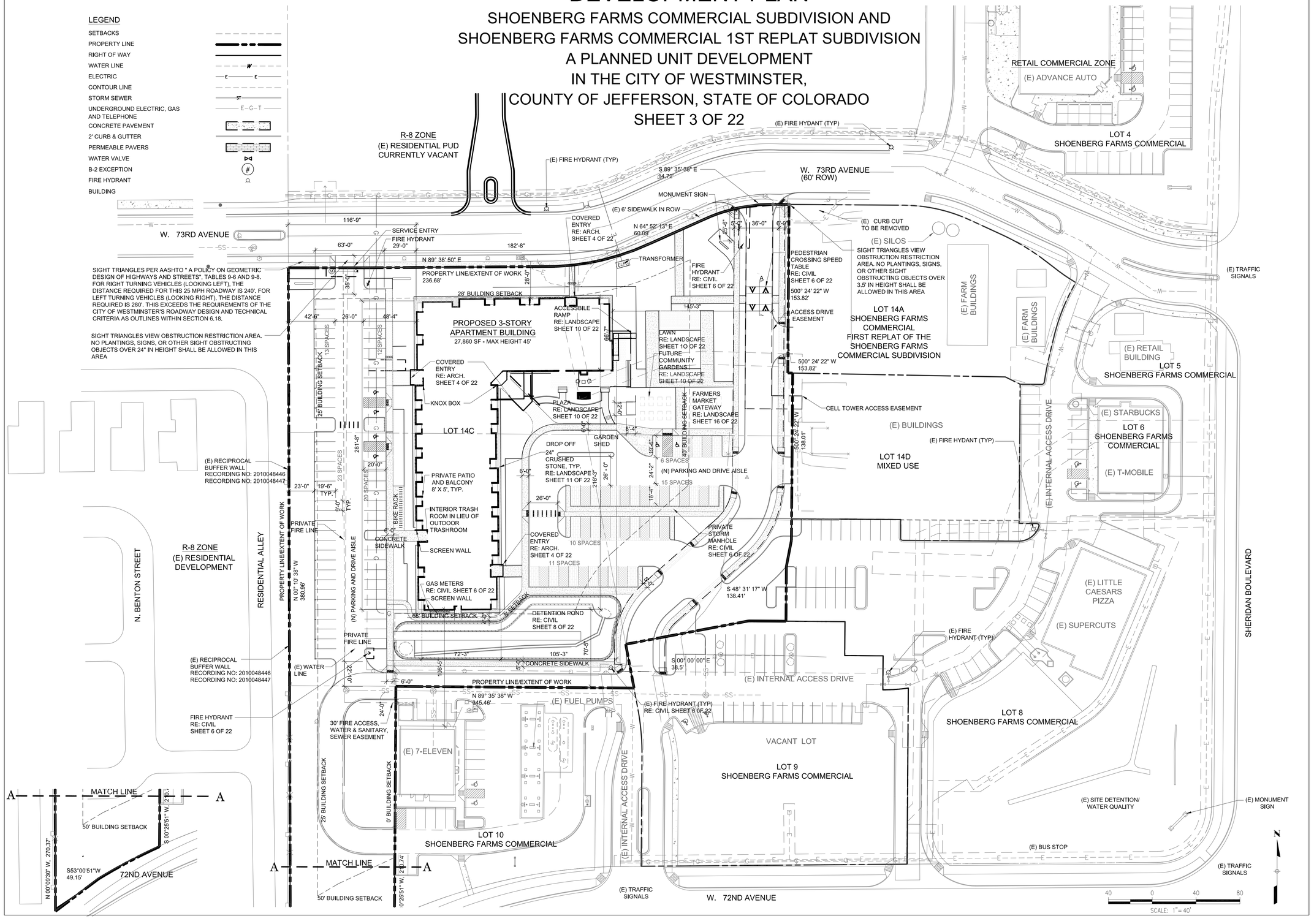
NOTES

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 3 OF 22



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SHOENBERG SENIOR HOUSING
WESTMINSTER, CO

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6		
7	TECHNICAL 4B	3-7-16
8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-03

DATE SEPTEMBER 16, 2015

SHEET:

3 of 22

SITE PLAN

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

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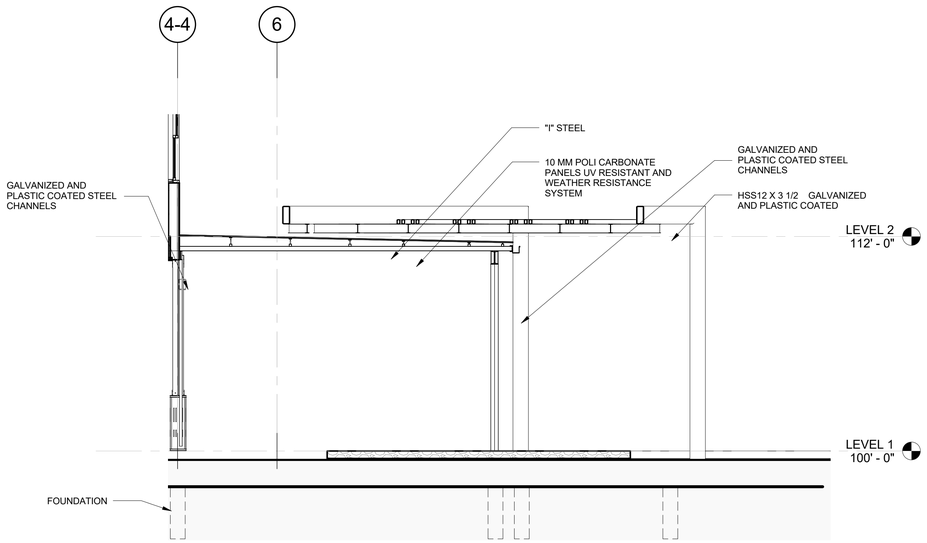
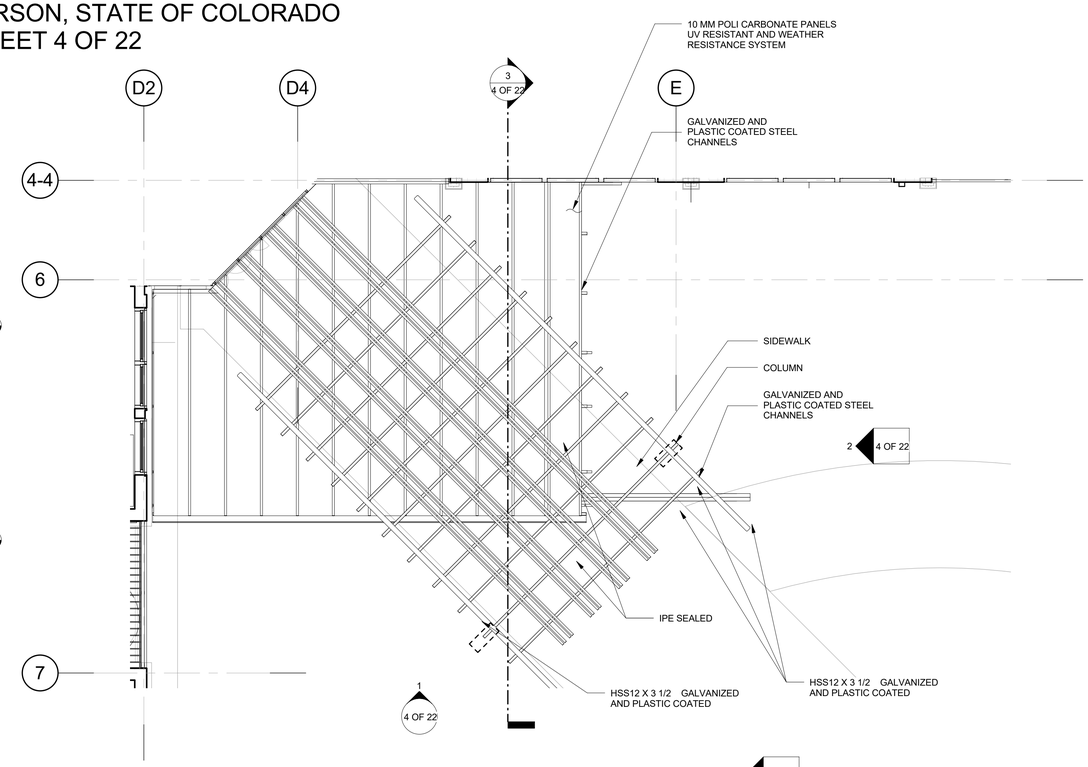
SHEET 4 OF 22

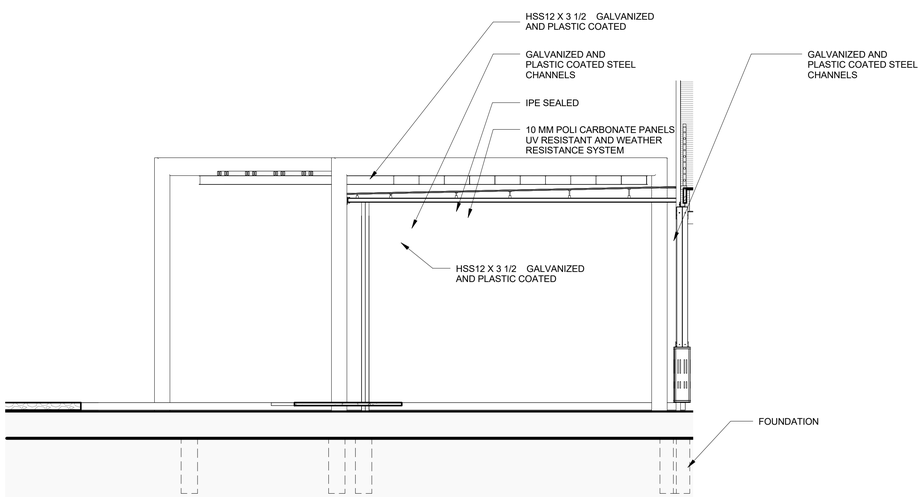


3 ENTRANCE CANOPY SECTION
1/4" = 1'-0"

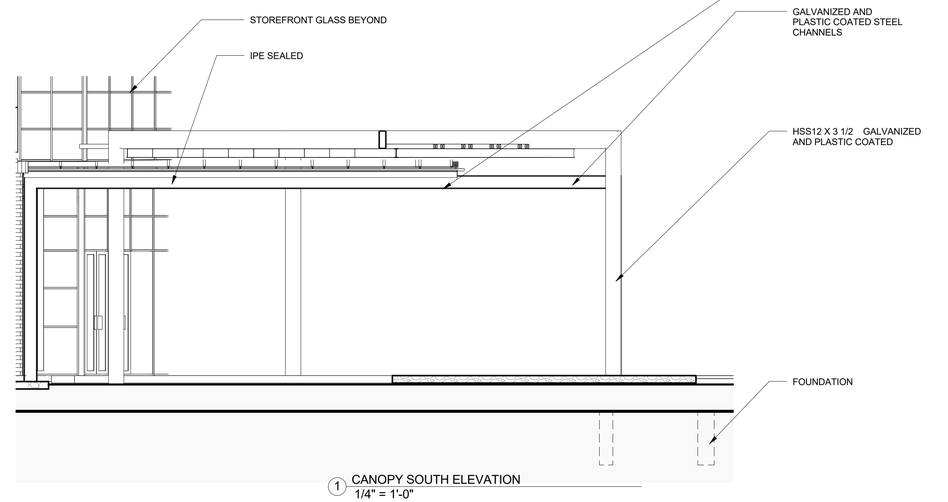


4 LEVEL 2 ENTRANCE CANOPY DETAIL
1/4" = 1'-0"

2 A9.5



2 ENTRANCE CANOPY EAST ELEVATION
1/4" = 1'-0"



1 CANOPY SOUTH ELEVATION
1/4" = 1'-0"

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8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 23, 2016

DRAWING NUMBER.:

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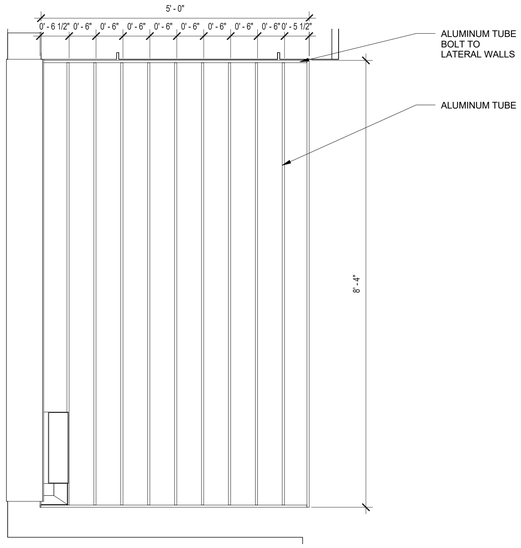
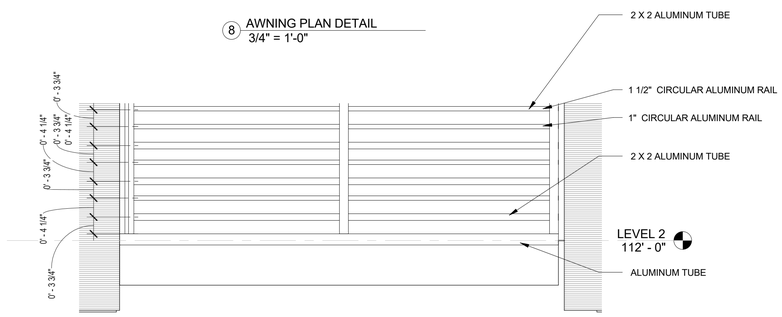
CANOPY DETAILS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

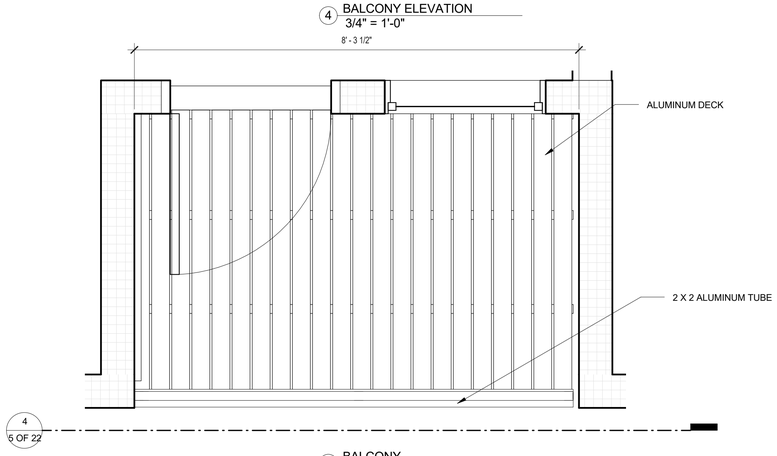
SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 5 OF 22



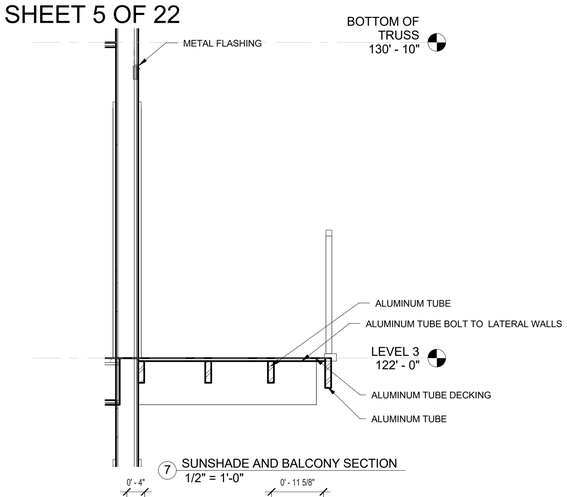
8 AWNING PLAN DETAIL
3/4" = 1'-0"



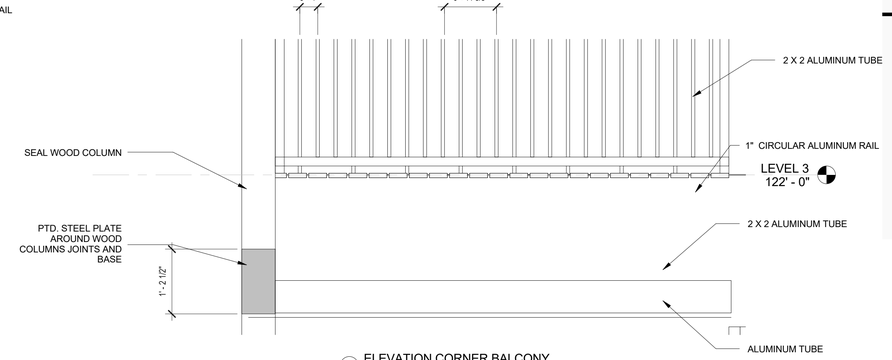
4 BALCONY ELEVATION
3/4" = 1'-0"



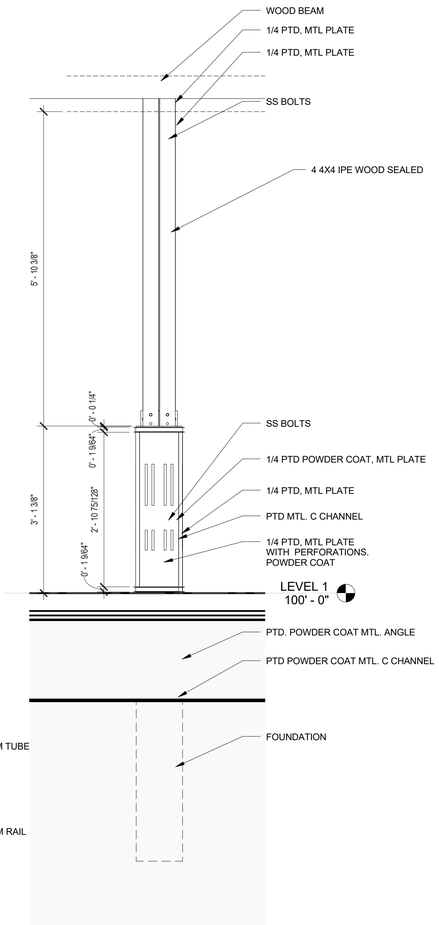
3 BALCONY.
3/4" = 1'-0"



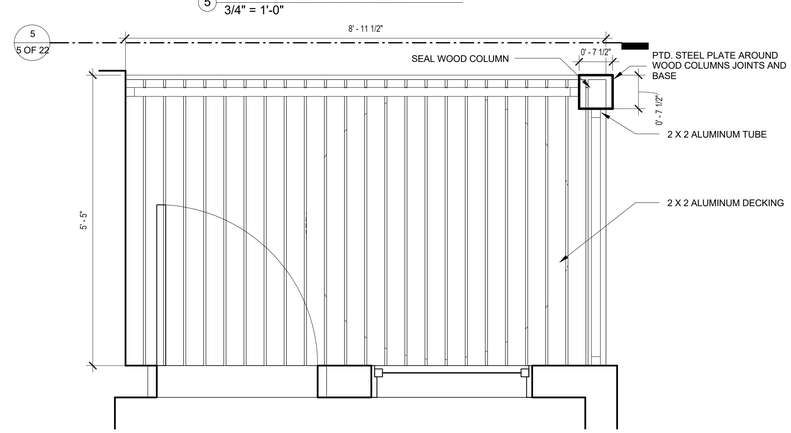
7 SUNSHADE AND BALCONY SECTION
1/2" = 1'-0"



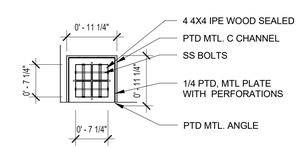
5 ELEVATION CORNER BALCONY
3/4" = 1'-0"



6 ELEVATION - COLUMN
3/4" = 1'-0"



2 CORNER BALCONY
3/4" = 1'-0"



1 COLUMN DETAIL
3/4" = 1'-0"

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SHOENBERG SENIOR HOUSING
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REVISIONS

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8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 23, 2016

DRAWING NUMBER.:

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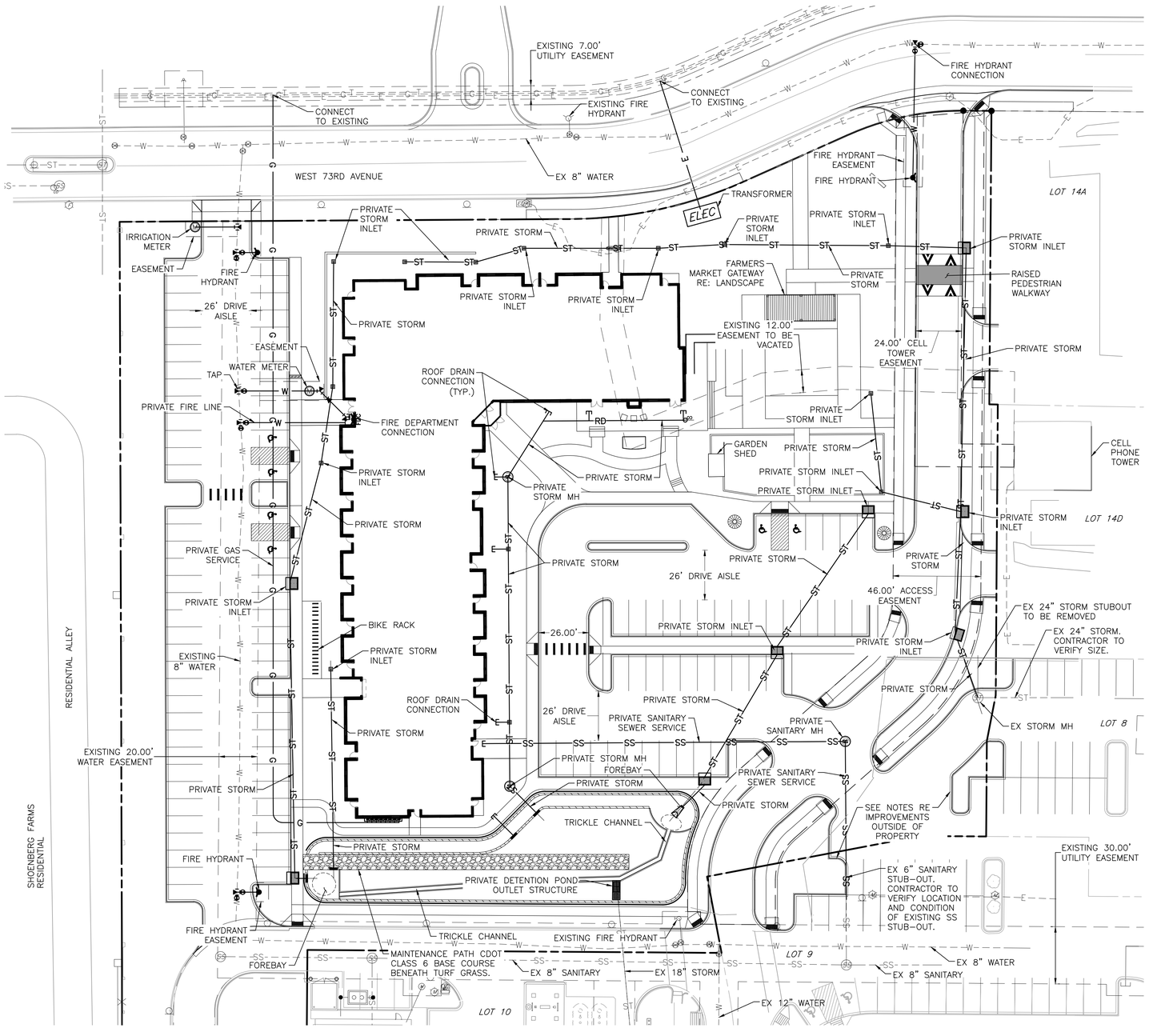
BALCONY AND SUNSHADE DETAILS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION

A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 6 OF 22



LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	SECTION LINE	
	EASEMENT	
	RETAINING WALL	
	CURB & GUTTER	
	HANDICAP RAMPS	
	UTILITY CROSSING	#
ST	STORM SEWER	ST
ST	STORM MANHOLE	ST
RD	ROOF DRAIN	RD
	STORM INLET	
<	FLARED END SECTION	
SS	SANITARY SEWER	SS
SS	SANITARY MANHOLE	SS
CO	CLEAN OUT	CO
W	WATER LINE	W
	WATER VALVE	
	FIRE HYDRANT	
WM	WATER METER	
IR	IRRIGATION LINE	IR
IRR	IRRIGATION CONTROL	IRR
OHE	OVERHEAD ELECTRIC	
E	ELECTRIC LINE	E
	LIGHT POLE	
	POWER POLE	
ELEC	ELECTRIC METER	ELEC
T	TELEPHONE LINE	T
TEL	TELEPHONE PEDESTAL	T
G	GAS LINE	G
	SIGN	
O.W.	MONITOR WELL	
DRIVE	DESCRIPTIONS	DRIVE

NOTES:

1. COORDINATE UTILITIES AT BUILDING WITH PLUMBING PLANS.
2. CONSTRUCTION OF IMPROVEMENTS OUTSIDE OF THE SHOENBERG SENIOR HOUSING PROPERTY TO BE COORDINATED WITH RESPECTIVE PROPERTY OWNERS.

N

30 15 0 30 60
SCALE: 1"=30'
ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET

UNCC UTILITY NOTIFICATION CENTER OF COLORADO
811 Know what's below. Call before you dig.

CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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PROJ. #.: 3-14-06
DATE.: MARCH 27, 2016

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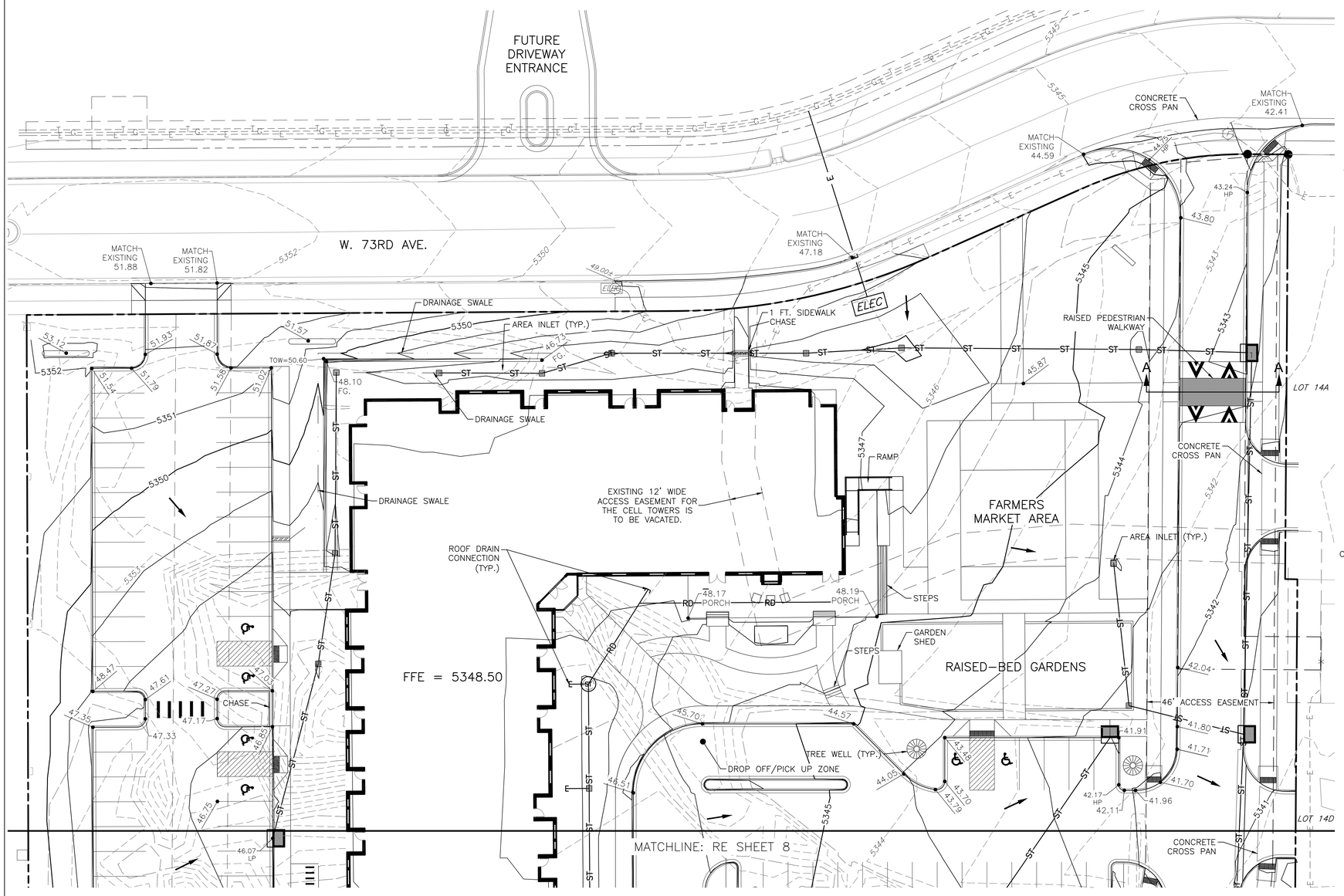
OVERALL UTILITY PLAN

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION

A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 7 OF 22



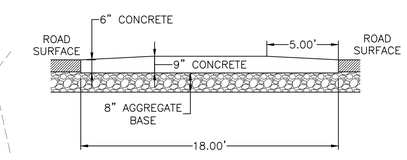
LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	SECTION LINE	
	EASEMENT	
	RETAINING WALL	
	CURB & GUTTER	
5750	CONTOURS	5750
ST	STORM SEWER	ST
ST	STORM MANHOLE	
RD	ROOF DRAIN	RD
	INLET	
	FLARED END SECTION	
	SIGN	
	GRADING ARROW	
	DECIDUOUS TREE	
	EVERGREEN TREE	
	BUSH/SHRUB	
DRIVE	DESCRIPTIONS	DRIVE
ELEV	SPOT ELEVATIONS	ELEV

NOTES:

1. GRADES AT HANDICAP PARKING AREAS SHALL MEET ADA GUIDELINES. MAX GRADE OF 2% IN ANY DIRECTION.
2. SPOT ELEVATIONS ARE TO FLOWLINE OR FINISHED GRADE UNLESS OTHERWISE NOTED.

   FG = FINISHED GRADE
   TOW = TOP OF WALL
   FGW = FINISHED GRADE AT WALL
   GB = GRADE BREAK
   HP = HIGH POINT
3. CONSTRUCTION OF IMPROVEMENTS SHOWN ON PRIVATE PROPERTY OUTSIDE OF THE SHOENBERG SENIOR HOUSING PROPERTY TO BE COORDINATED WITH RESPECTIVE PROPERTY OWNER(S).
4. ENTRANCE TO LOT 14A MAY REQUIRE TEMPORARY ADJUSTMENT TO PROVIDE ACCESS.



CONCRETE TO HAVE 6" X 6" BOX-WIRE AND FIBERMESH REINFORCING

RAISED CROSS WALK CROSS-SECTION
NOT TO SCALE

N

20 10 0 20 40
SCALE: 1"=20'
ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET

UNCC UTILITY NOTIFICATION CENTER OF COLORADO
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GRADING PLAN

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

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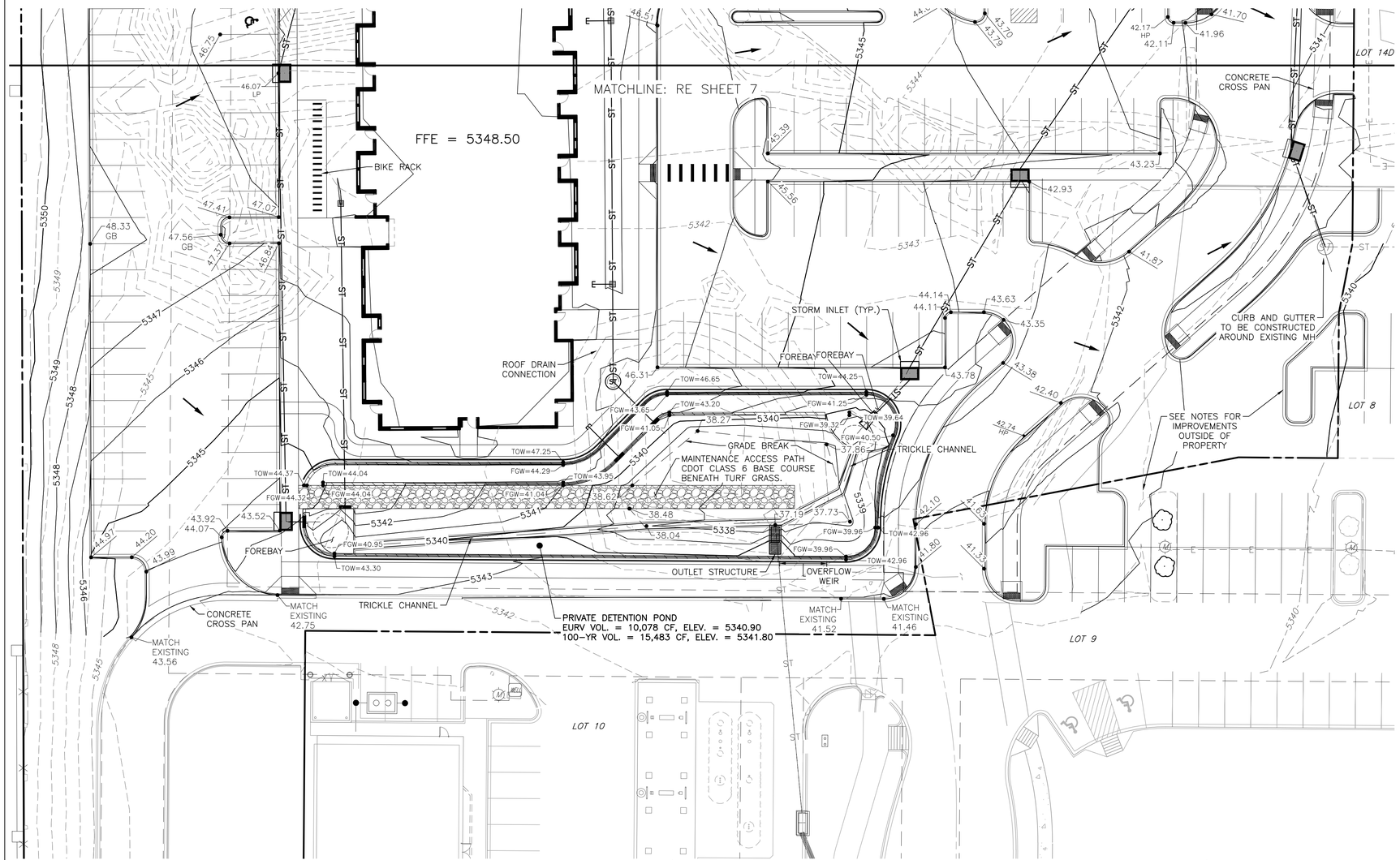

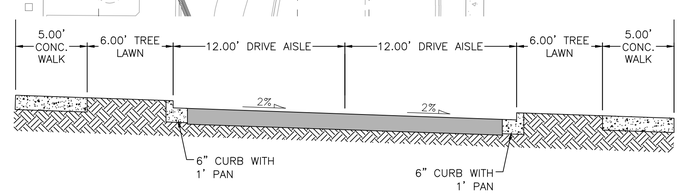

TYPICAL NORTH-SOUTH DRIVE AISLE SECTION
NOT TO SCALE

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	SECTION LINE	
	EASEMENT	
	RETAINING WALL	
	CURB & GUTTER	
5750	CONTOURS	5750
ST	STORM SEWER	ST
ST	STORM MANHOLE	
RD	ROOF DRAIN	RD
	INLET	
	FLARED END SECTION	
	SIGN	
	GRADING ARROW	
	DECIDUOUS TREE	
	EVERGREEN TREE	
	BUSH/SHRUB	
DRIVE	DESCRIPTIONS	DRIVE
ELEV.	SPOT ELEVATIONS	ELEV.

NOTES:

1. GRADES AT HANDICAP PARKING AREAS SHALL MEET ADA GUIDELINES. MAX GRADE OF 2% IN ANY DIRECTION.
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   FG = FINISHED GRADE
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   FGW = FINISHED GRADE AT WALL
   GB = GRADE BREAK
   HP = HIGH POINT
   LP = LOW POINT
3. CONSTRUCTION OF IMPROVEMENTS SHOWN ON PRIVATE PROPERTY OUTSIDE OF THE SHOENBERG SENIOR HOUSING PROPERTY TO BE COORDINATED WITH RESPECTIVE PROPERTY OWNER(S).

N

20 10 0 20 40
SCALE: 1"=20'
ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET

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GRADING PLAN

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

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A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 9 OF 22

PLANTING AND MATERIAL HATCH LEGEND

PEDESTRIAN PAVER:
4"X8" HOLLAND STONE PAVER FROM PAVESTONE, TAN COLOR IN RUNNING BOND PATTERN

VEHICULAR PAVER TYPE 1:
CITY STONE II PARKWAY 80 MM PAVER FROM PAVESTONE, CHARCOAL COLOR

VEHICULAR PAVER TYPE 2:
CITY STONE II PARKWAY 80MM PAVER FROM PAVESTONE, SLATE COLOR

CAST IN PLACE CONCRETE:
MEDIUM BROOM FINISH CONCRETE WITH SAW CUT CONTROL JOINTS

CRUSHED STONE:
3" LAYER OF 1-1/2 " DIA. TAN RIVER ROCK SET ON WEED FABRIC

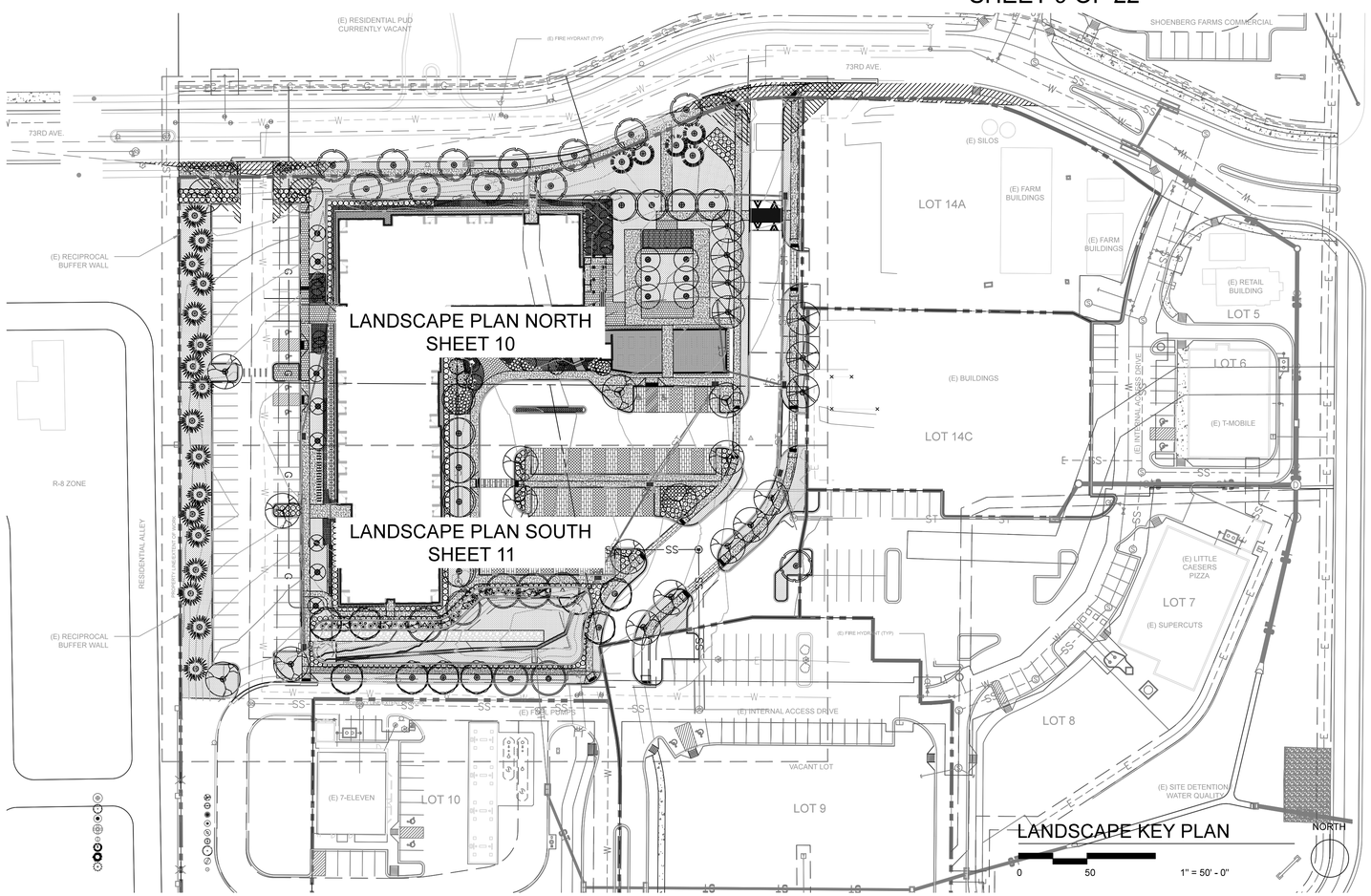
CRUSHER FINES PATHWAYS:
MIX OF GRAY CRUSHER FINES AND 3/8" CRUSHED BLACK GRANITE WITH SOIL STABILIZER

TURFGRASS LAWN:
ALL LAWN TO BE KENTUCKY BLUEGRASS WITH HEAD TO HEAD IRRIGATION.

TREE RINGS:
ALL TREES IN LAWN SHALL HAVE A 4' DIAM. WOOD MULCH RING.

WOOD MULCH NOTE:
ALL PLANT BEDS TO HAVE 2"-3" LAYER OF CHOICE BROWN MULCH. NO WEED FABRIC TO BE USED UNLESS OTHERWISE NOTED

EDGING NOTE:
ALL EDGING TO BE HEAVY GUAGE ROLL TOP STEEL EDGING, 4"X10'



DECIDUOUS TREE LEGEND

SYMBOL	ABBREV.	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	HYDROZONE	PROJECT QUANTITY
	AM AU	AUTUMN BRILLIANCE SERVICEBERRY	*Amelanchier grandiflora 'autumn brilliance'*	8' tall Multi-Stem	REFER TO PLAN	LOW-MODERATE	18
	PO AS	QUAKING ASPEN	*Populous tremuloides*	15 Gallon Multi Stem	REFER TO PLAN	MODERATE	15
	PY AR	ARISTROCRAT PEAR	*Pyrus calleryana 'Aristocrat'*	2.5" CALIPER	REFER TO PLAN	MODERATE	6
	PY CH	CHANTICLEER PEAR	*Pyrus calleryana 'Chanticleer'*	2.5" CALIPER	REFER TO PLAN	MODERATE	9
	GL SH	SHADEMASTER HONEYLOCUST	*Gleditsia triacanthos 'inermis ' shademaster*	3" CALIPER	REFER TO PLAN	LOW-MODERATE	7
	GL SK	SKYLINE HONEYLOCUST	*Gleditsia triacanthos ' inermis' skyline*	3" CALIPER	REFER TO PLAN	LOW-MODERATE	10
	GY KC	KENTUCKY COFFEETREE	*Gymnocladus diocus*	3" CALIPER	REFER TO PLAN	LOW-MODERATE	1
	QU BU	BURR OAK	*Quercus macrocarpa*	3" CALIPER	REFER TO PLAN	LOW-MODERATE	12
	QU SW	SWAMP WHITE OAK	*Quercus bicolor*	2.5" CALIPER	REFER TO PLAN	LOW-MODERATE	7
	UL PR	PROSPECTOR ELM	*Ulmus wilsoniana*	2.5" CALIPER	REFER TO PLAN	LOW-MODERATE	18

DECIDUOUS SHRUB & EVERGREEN TREE LEGEND

SYMBOL	ABBREV.	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	HYDROZONE	PROJECT QUANTITY
	BU BU	BUTTERFLY BUSH	*Buddleia davidii'*	5 GALLON	3'/8" O.C.	LOW	49
	CO IS	ISANTI DOGWOOD	*Cornus sericea*	5 GALLON	30" O.C.	MODERATE	103
	CH RA	RABBITBRUSH	*Chrysothamnus nauseous*	5 GALLON	REFER TO PLAN	LOW	45
	HY AN	ANNABELLE HYDRANGEA	*Hydrangea arborescens*	5 GALLON	3' O.C.	MODERATE	57
	LI CH	CHEYENNE PRIVET	*ligustrum vulgare*	5 GALLON	2' O.C.	LOW	168
	PI CO	COLORADO BLUE SPRUCE	*Picea pungens*	8' TALL	REFER TO PLAN	MODERATE	5
	PI AU	AUSTRIAN PINE	*Pnus nigra*	6' TALL	REFER TO PLAN	LOW	17
	RH GL	GROW-LOW SUMAC	*Rhus aromatica "Grow-Low"*	5 GALLON	3' O.C.	LOW	283

PERENNIAL & GRASSES LEGEND

SYMBOL	ABBREV.	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	HYDROZONE	PROJECT QUANTITY
	AC MO	MOONBEAM YARROW	*Achillea millefolium*	1 GALLON	18" O.C.	LOW	90
	AG RO	ROSITA AGASTACHE	*Agastache cana 'Rosita'*	1 GALLON	18" O.C.	LOW	222
	CH NO	NORTHERN SEA OATS GRASS	*Chasmanthium latifolium*	5 GALLON	18" 0.C.	MODERATE	111
	EC PU	PURPLE CONEFLOWER	*Echinacea purpurea*	1 GALLON	18" O.C.	LOW	116
	HE ST	STELLA D' ORO DAYLILLY	*Hemerocallis x stella d'oro*	1 GALLON	18" O.C.	LOW	974
	LE SH	SHASTA DAISY	*Leucanthemum x superbum ' Becky'*	1 GALLON	18" O.C.	LOW	148
	PA RE	RED SWITCH GRASS	*Panicum virgatum*	5 GALLON	30" O.C.	LOW	159
	SA MN	MAYNIGHT SALVIA	*Salvia x sylvestris*	1 GALLON	18" O.C.	LOW	267
	VE NA	NATIVE VERBENA	*Verbena bipinnatifida*	1 GALLON	10" O.C.	LOW	265

ROW Landscaped Area		
Area	2,065 SF	
Landscape Ratio	# Required	# Provided
1 Tree / 550 SF	4 Trees	7 Trees
3 Shrubs / 550	12 Shrubs	31 Shrubs

Potable Irrigated Areas		
Area	55,787 SF	

Detention Pond		
Area	8,280	
Landscape Ratio	# Required	# Provided
1 Tree / 550 SF	15 Trees	15 trees
3 Shrubs / 550	45 Shrubs	45 Shrubs

Private Landscaped Area		
Area	58,417	
Landscape Ratio	# Required	# Provided
1 Tree / 550 SF	106 Trees	118 Trees
3 Shrubs / 550	318 Shrubs	3078 Shrubs

Private Property		
Overall Property	173,902 SF	100%
Building Coverage	27,880 SF	16 %
Site Area	146,022 SF	84.%
Hardscape (including parking)	72,046 SF	49.3%
Landscape Area	73,976 SF	50.7%

LAND USE INFORMATION

SITE USE- RESIDENTIAL USE AT MAXIMUM 18 DWELLINGS PER ACRE.
TYPE OF LAND USE: R-18 RESIDENTIAL.

WATER BUDGET CALCULATIONS

HIGH WATER USE (TURF): 33,986 SF X 18 GAL/ SF/ YEAR=611,748 GAL.
LOW WATER USE (NATIVE GRASS AND LOW SHRUBS) 21,801 SF X 3 GAL./ SF/ YEAR =65,403 GAL.

TOTAL IRRIGATED AREA= 55,787 SF
TOTAL GALLONS 677,151 GALLONS/ YEAR
AVERAGE WATER APPLICATION 677,151 DIVIDED BY 59,187 = 11.44 GALS/ SF/ YEAR.

GENERAL NOTES

1. ALL PROPOSED LANDSCAPING IN THE R.O.W. SHALL BE IN ACCORDANCE WITH STREETSCAPE DESIGN MANUAL.
2. ALL TREES SHALL BE PLANTED AWAY FROM UTILITY LINES IN ACCORDANCE WITH CITY OF WESTMINSTER UTILITY SPACING REQUIREMENTS.
3. ALL PLANT BEDS TO HAVE DRIP IRRIGATION WITH EMITTERS RUN TO ALL PERENNIALS, GROUNDCOVERS, TREES AND SHRUBS.
4. ALL PLANT BEDS TO HAVE A 2-3" LAYER OFBROWN SHREDDED CEDAR MULCH UNLESS OTHERWISE NOTED ON THE PLAN.
5. USE A PLANTERS MIX SOIL BLEND IN ALL BEDS CONTAINING A TOP SOIL, HUMUS, COMPOST AND BARK FINES BLEND.
6. REFER TO CIVIL DRAWINGS FOR GRADING, DRAINAGE AND UTILITY DESIGN.

CITY OF WESTMINSTER GENERAL NOTES

1. IN ACCORDANCE WITH CITY OF WESTMINSTER LANDSCAPE REGULATIONS ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION AND ORDINANCE NO. 3133 , SERIES OF 2004
2. THE TOTAL WATER BUDGET SHALL NOT EXCEED 15 GALLONS/ SF/ IRRIGATION SEASON (YEAR) UNLESS APPROVED OTHERWISE BY THE CITY.
3. LANDSCAPING HALL BE PLANTED AND MAINTAINED IN LIVING CONDITION BY THE OWNER. ALL LANDSCAPE IMPROVEMENTS/ MATERIAL MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED 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 5 CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED 8" DEEP INTO THE SOIL. AN INSPECTION AND AFFIDAVIT REGARDING SOIL PREPARATION WILL BE REQUIRED.
5. ALL SINGLE FAMILY LOTS ARE REQUIRED TO HAVE SOIL AMENDMENT INSTALLED BY THE DEVELOPER IN ALL YARD AREAS NOT COVERED BY HARDSCAPE.
6. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM IS REQUIRED OR ALL LANDSCAPE AREAS. AN IRRIGATION AUDIT WILL BE REQUIRED FOR ALL IRRIGATION SYSTEMS EXCEPTING THOSE INSTALLED BY THE SINGLE FAMILY DETACHED HOMEOWNER.
7. 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. AND 6 P.M. IN ORDER TO REDUCE EVAPORATION. EXCESSIVE WATER RUN OFF, AS DETERMINED BY THE CITY, IS NOT PERMITTED.
8. NO TREE OR FAHRUB WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
9. ALL SHRUB BED AREAS SHALL BE SEPERATED FROM SOD BY EDGING MATERIAL,MULCH SHALL BE PLACED OVER A SUITABLE WEED BARRIER FABRIC.
10. FINAL LANDSCAPING AND IRRIGATION DRAWINGS AND PRIVATE IMPROVEMENTS AGREEMENT SHALL BE SUBMITTED TO THE CITY OF WESTMINSTER FOR REVIEW AND APPROVAL PRIOR TO THE APPROVAL OF THE FINAL PLAT.
11. 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.

SOIL AMENDMENT INFORMATION

RIGHT OF WAY AREA
TURFGRASS =4179 SF X 5 CU YDS/ 1000 SF =21 CU. YDS
SHRUB BEDS= 389 SF X 5 CU YDS/ 1000 SF= 2 CU. YDS
TOTAL SOIL AMENDMENT= 23 CU YDS

SITE LANDSCAPE AREA
TURFGRASS =33,986 SF X 5 CU. YDS/ 1000 SF= 170 CU. YDS
SHRUB BEDS= 13,521 SF X 5 CU. YDS/ 1000 SF= 68 CU. YDS
TOTAL SOIL AMENDMENT= 238 CU. YDS

DETENTION POND AREA
NATIVE SEED=13,521 SF X 3 CU. YDS/ 1000 SF = 40.5 CU. YDS
TOTAL SOIL AMENDMENT=40.5 CU. YDS

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WESTMINSTER, CO

DRW
CHK

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PROJ. #.: 3-14-06
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LANDSCAPE LEGEND AND NOTES

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

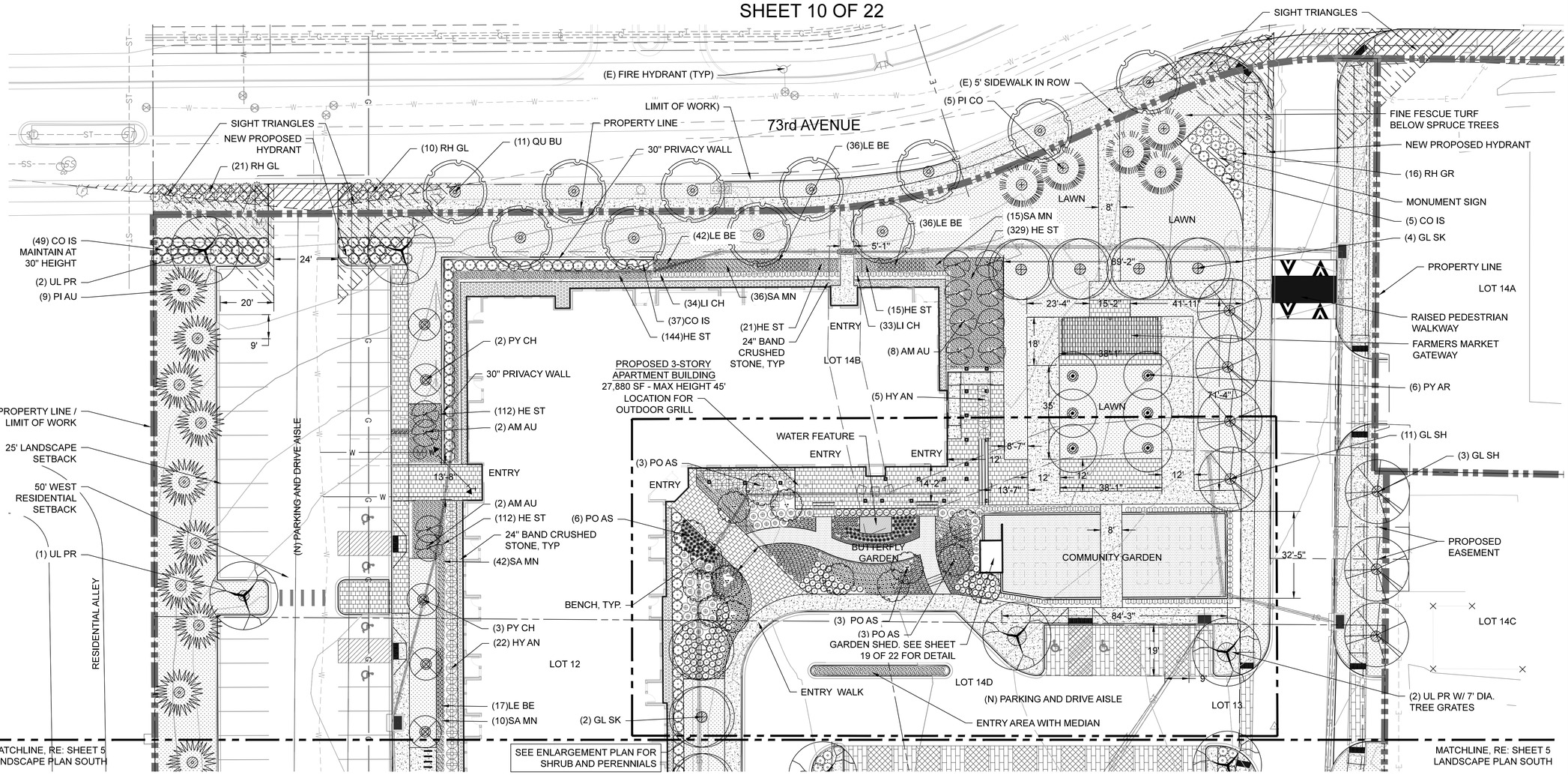
SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 10 OF 22

LANDSCAPE PLAN - NORTH

0 20 40 1" = 20' - 0"

NOTE: THE DECLARATIONS WILL STAY AS THEY ARE AS THEY WERE DRAFTED AS PER CITY REQUEST AT TIME OF PUD. THEY HAVE THE CAM TO PAY FOR ALL DRIVE MAINTENANCE AND EXTERIOR LANDSCAPING ALONG WITH DETENTION. PROPERTY OWNERS ARE RESPONSIBLE FOR ANY CHANGES TO ANYTHING BEYOND THAT.



PLANTING AND MATERIAL HATCH LEGEND

- PEDESTRIAN PAVER: 4'X8" HOLLAND STONE PAVER FROM PAVESTONE, TAN COLOR IN RUNNING BOND PATTERN
- VEHICULAR PAVER TYPE 1: CITY STONE II PARKWAY 80 MM PAVER FROM PAVESTONE, CHARCOAL COLOR
- VEHICULAR PAVER TYPE 2: CITY STONE II PARKWAY 80MM PAVER FROM PAVESTONE, SLATE COLOR
- CAST IN PLACE CONCRETE: MEDIUM BROOM FINISH CONCRETE WITH SAW CUT CONTROL JOINTS
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LANDSCAPE PLAN NORTH

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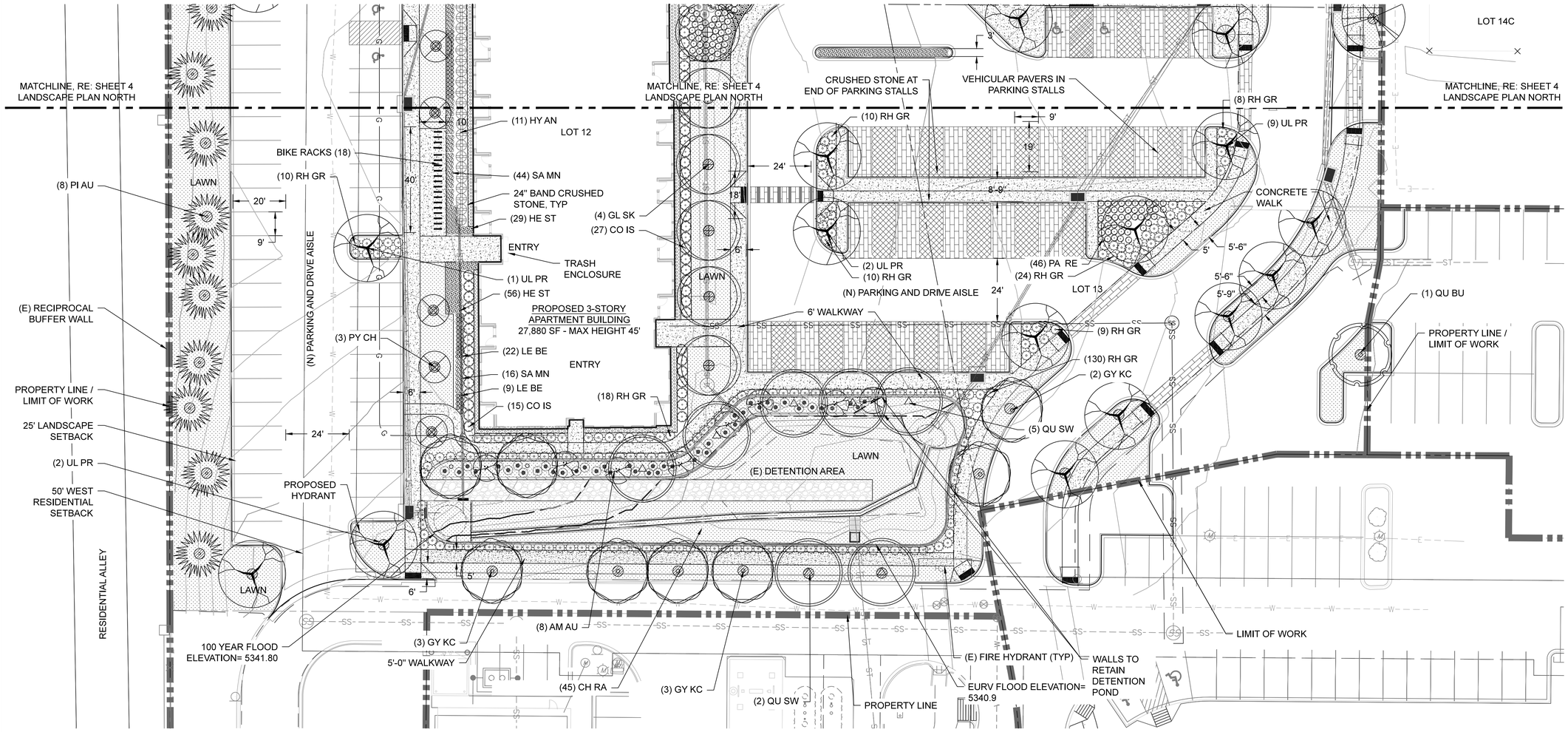

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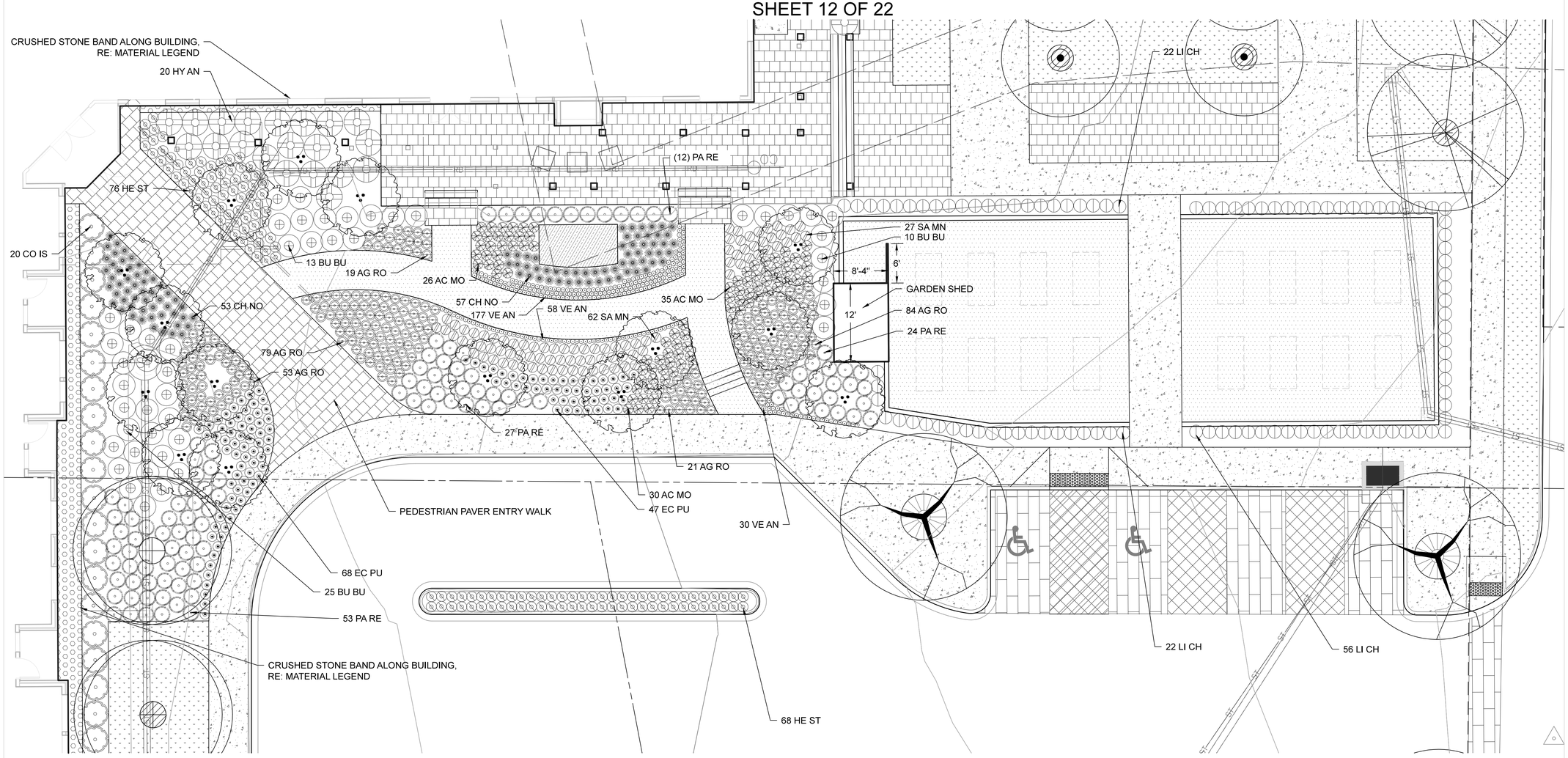
SHEET 12 OF 22

LANDSCAPE PLAN - ENLARGEMENT

0 8 16 1/8" = 1' - 0"

NOTE: ALL LANDSCAPED AREAS INCLUDING RIGHT OF WAYS, DETENTION, OPEN SPACES AND PRIVATE SPACES TO BE MAINTAINED BY JEFFERSON COUNTY HOUSING AUTHORITY.



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	AC MO	MOONBEAM YARROW	*Achillea millefolium*
	AG RO	ROSITA AGASTACHE	*Agastache cana 'Rosita'*
	CH NO	NORTHERN SEA OATS GRASS	*Chasmanthium latifolium*
	EC PU	PURPLE CONEFLOWER	*Echinacea purpurea*
	HE ST	STELLA D' ORO DAYLILLY	*Hemerocallis x stella d'oro*
	LE SH	SHASTA DAISY	*Leucanthemum x superbum ' Becky'*
	PA RE	RED SWITCH GRASS	*Panicum virgatum*
	SA MN	MAYNIGHT SALVIA	*Salvia x sylvestris*
	VE NA	NATIVE VERBENA	*Verbena bipinnatifida*

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SHOENBERG SENIOR HOUSING
5231 W. 72ND AVE.
WESTMINSTER, CO

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REVISIONS

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6		
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8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
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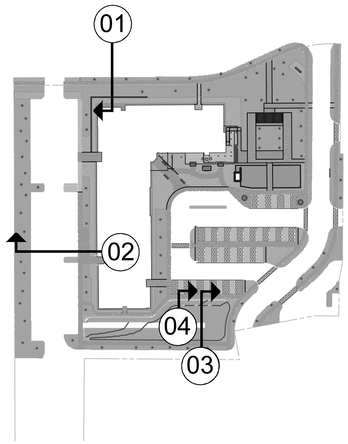
LANDSCAPE PLAN ENLARGEMENT

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

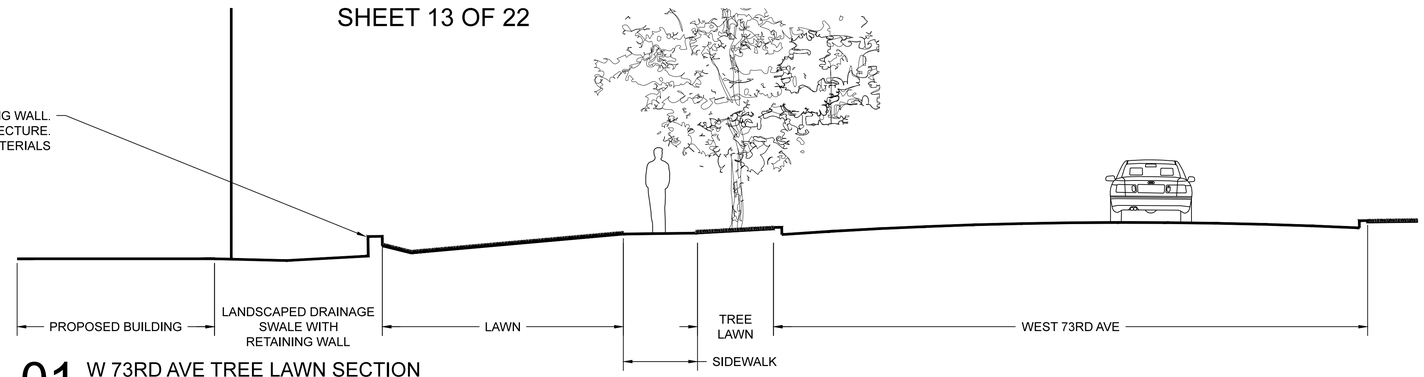
SHOENBERG FARMS COMMERCIAL SUBDIVISION AND
SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 13 OF 22

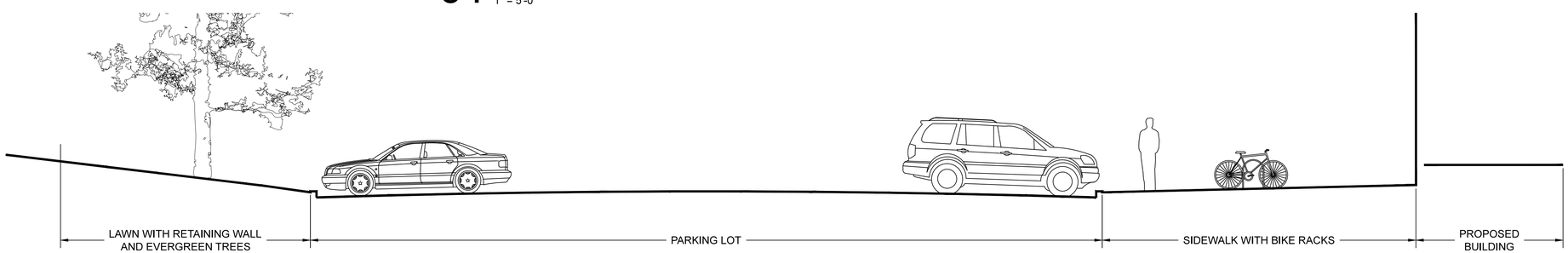


SECTIONS KEY 1" = 100' - 0"

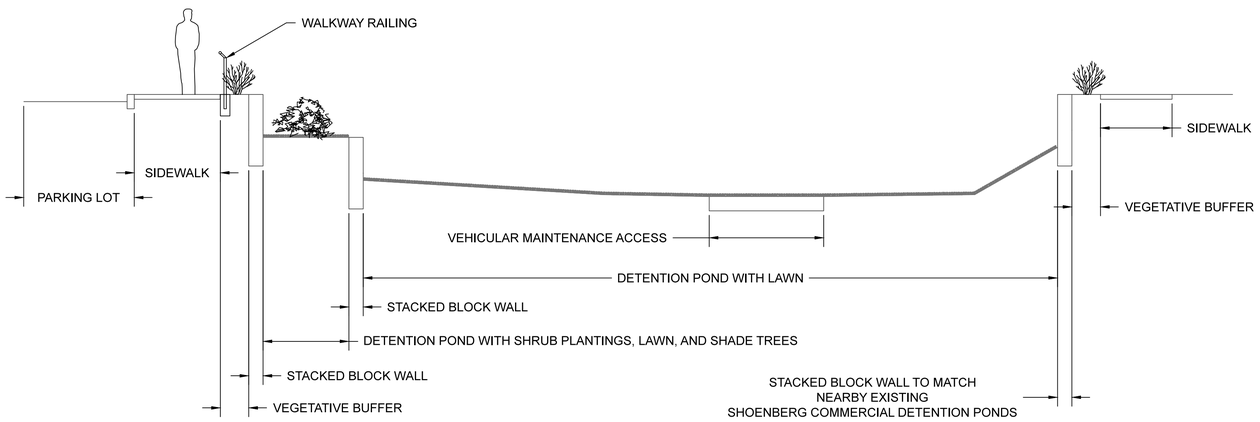
0 100 200



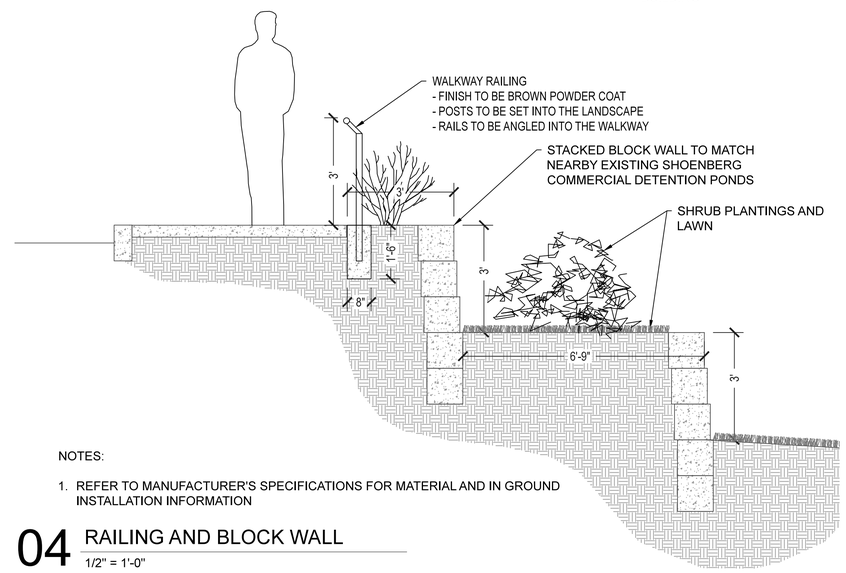
01 W 73RD AVE TREE LAWN SECTION
1" = 5'-0"



02 WEST PARKING LOT SECTION
1" = 5'-0"



03 DETENTION POND SECTION
1" = 5'-0"



NOTES:

1. REFER TO MANUFACTURER'S SPECIFICATIONS FOR MATERIAL AND IN GROUND INSTALLATION INFORMATION

04 RAILING AND BLOCK WALL
1/2" = 1'-0"

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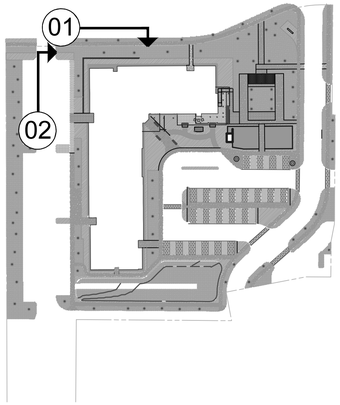


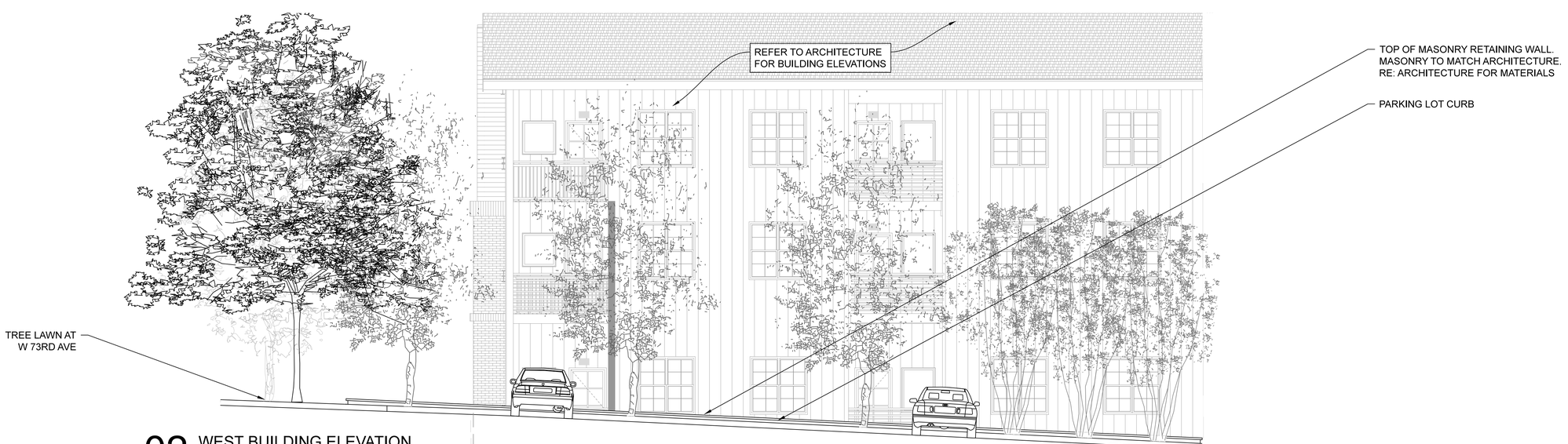
ELEVATIONS KEY

1" = 100' - 0"

0 100 200

01 NORTH BUILDING ELEVATION

1" = 5'-0"



02 WEST BUILDING ELEVATION

1" = 5'-0"

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LANDSCAPE ELEVATIONS

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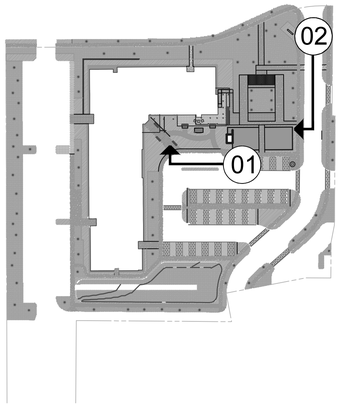

ELEVATIONS KEY 1" = 100' - 0"

0 100 200

01 BUTTERFLY GARDEN ELEVATION
1" = 5'-0"

02 FARMER'S MARKET ELEVATION
1" = 5'-0"

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LANDSCAPE ELEVATIONS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

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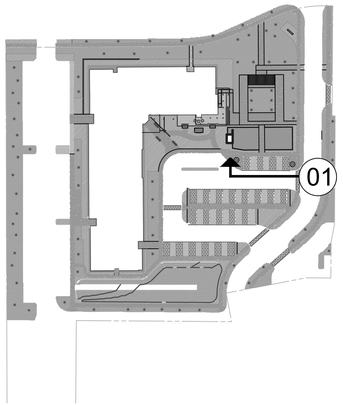
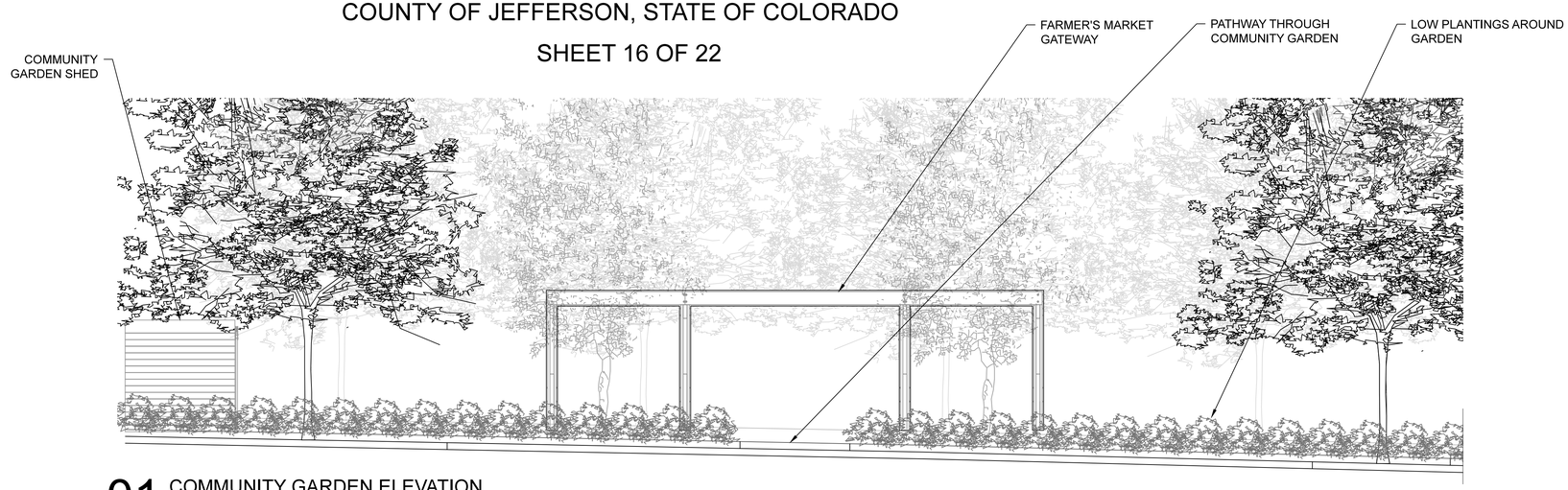


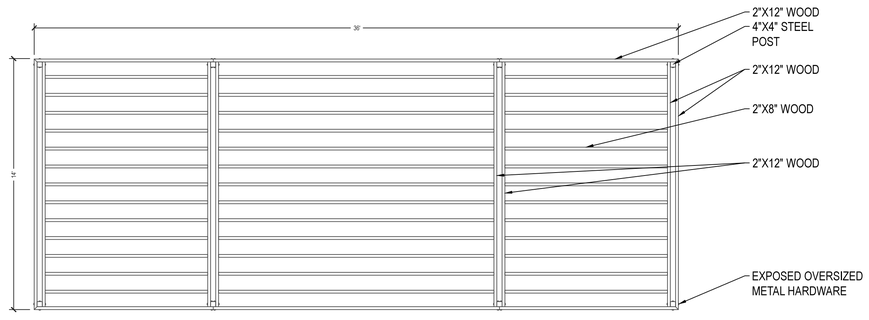
ELEVATIONS KEY 1" = 100' - 0"

0 100 200

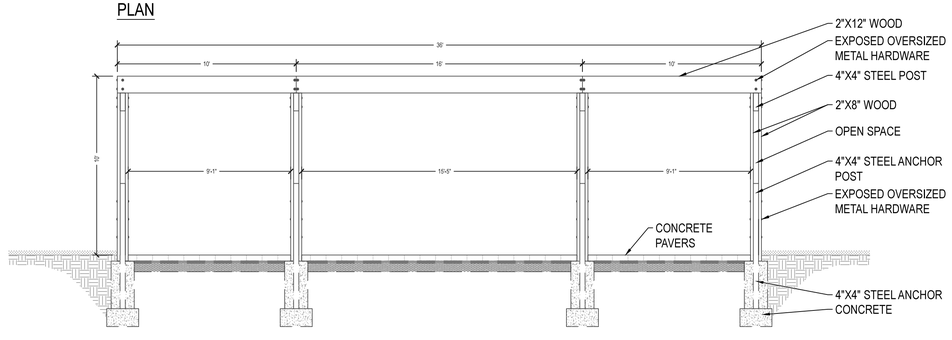


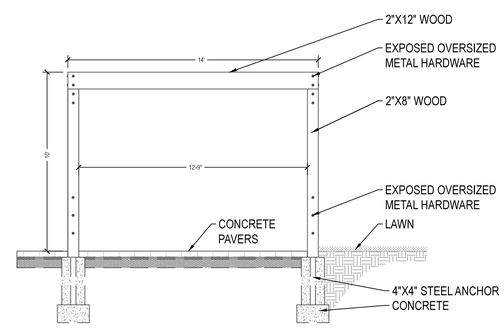
01 COMMUNITY GARDEN ELEVATION

1" = 5'-0"



PLAN





02 FARMER'S MARKET GATEWAY

1/4" = 1'-0"

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LANDSCAPE ELEVATION AND DETAILS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND
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A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
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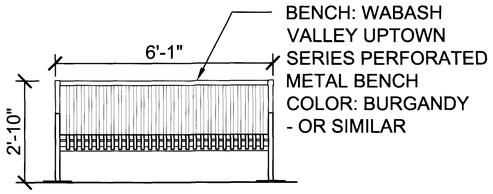
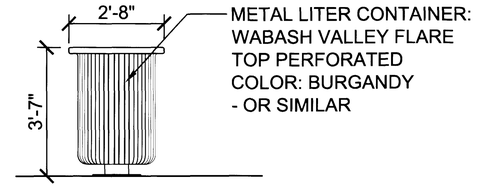
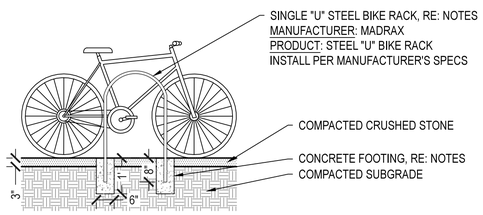


01 BENCH DETAIL
1/2" = 1'-0"



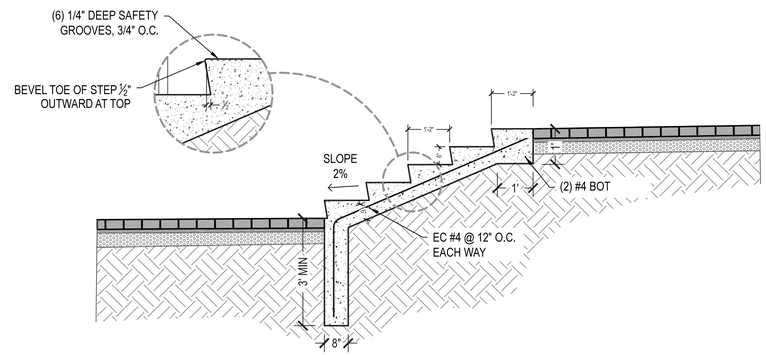
02 TRASH CAN DETAIL
1/2" = 1'-0"



NOTES:

1. REFER TO MANUFACTURER'S SPECIFICATIONS FOR MATERIAL AND IN GROUND INSTALLATION INFORMATION

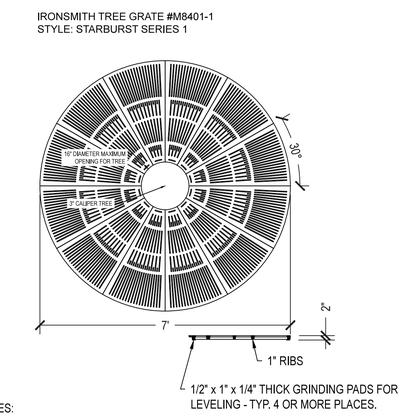
03 SINGLE "U" STEEL BIKE RACK
$\frac{3}{4}$" = 1'-0"



NOTES:

1. REFER TO PLAN FOR WALL LAYOUT, GRADING, AND ADJACENT CONDITIONS
2. CONCRETE TO BE SANDSCAPE TEXTURED FINISH, CONFIRM MOCK UP WITH LANDSCAPE ARCHITECT

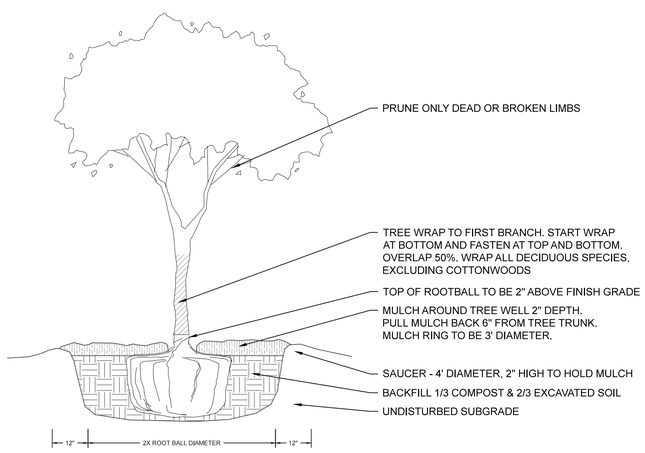
04 CONCRETE STAIR
$\frac{3}{4}$" = 1'-0"



NOTES:

1. TREE GRATE: IRONSMITH 8401-1STARBURST TREE GRATE
2. DIAMETER: 84" ROUND
3. SLOT OPENING: $\frac{3}{4}$" MAX. FOR PEDESTRIAN SAFETY AND A.D.A. COMPLIANCE
4. GRATES: CAST FROM 100% RECYCLED IRON
5. TREE OPENING: 16"
6. FINISH: UNFINISHED AND PRE-RUSTED
7. FRAME MODEL: 8401F-CS
8. REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION INFORMATION

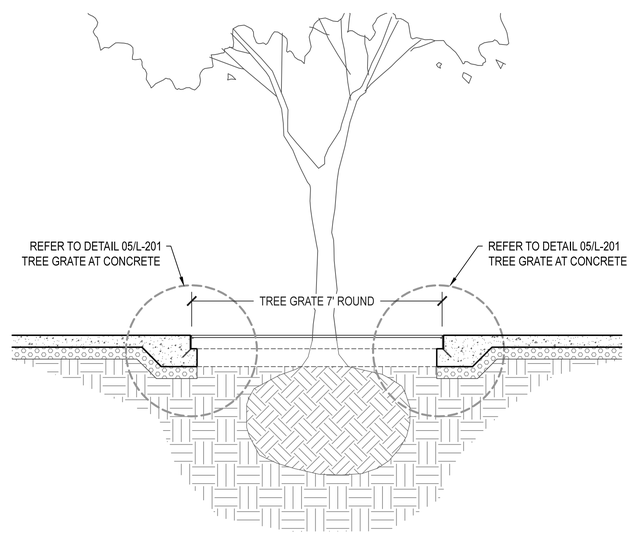
07 TREE GRATE AT CONCRETE
1/2" = 1'-0"



NOTES:

1. SEE NOTES FOR ADDITIONAL PLANTING REQUIREMENTS
2. AFTER PLANT IS SET IN PLANTING HOLE, CUT AWAY AND REMOVE ALL WIRE AND RESTRAINING MATERIAL. CUT AND REMOVE 2/3RDS OF BURLAP FROM ROOTBALL. SCORE ROOTBALL AND PIT WALLS

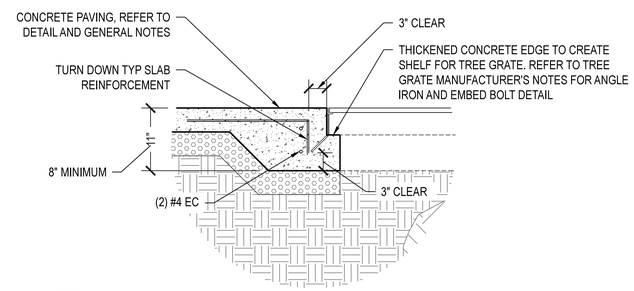
05 TREE PLANTING
$\frac{3}{4}$" = 1'-0"



NOTES:

1. NOTIFY LANDSCAPE ARCHITECT OF ANY GRADING OR LAYOUT DISCREPANCIES
2. REFER TO PLAN FOR TREE TYPE AND LOCATION
3. REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION INFORMATION

06 TREE GRATE AT CONCRETE
1/2" = 1'-0"



NOTES:

1. REFER TO SPECIFICATIONS FOR ALL PRECAST CONCRETE CURB FINISH INFORMATION
2. NOTIFY LANDSCAPE ARCHITECT OF ANY GRADING OR LAYOUT DISCREPANCIES
3. REFER TO PLAN FOR OVERALL CURB LENGTHS AND ALIGNMENT.

08 TREE GRATE AT CONCRETE PAVING
1" = 1'-0"

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LANDSCAPE DETAILS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION

A PLANNED UNIT DEVELOPMENT IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

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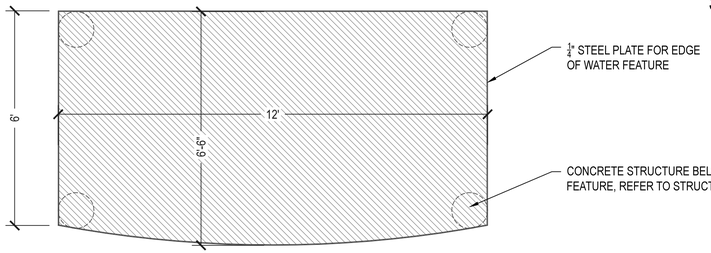
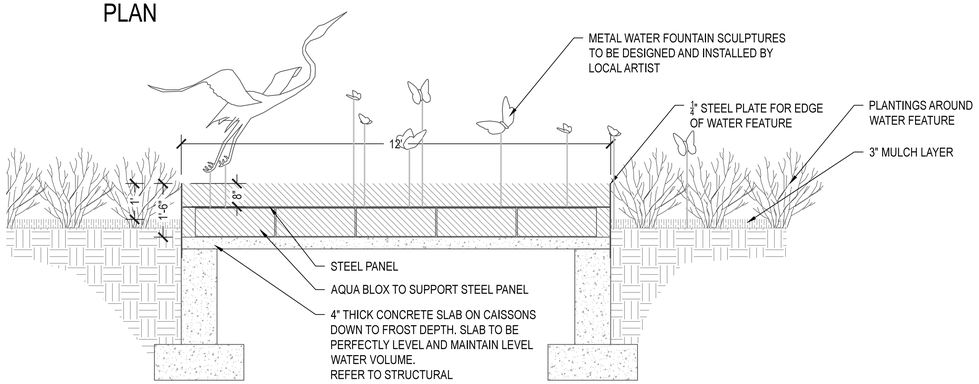


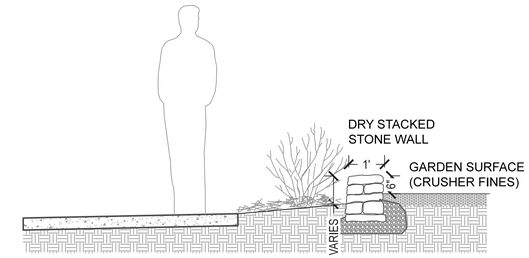
PLAN



1. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.

01 STEEL WATER FEATURE

1/2" = 1'-0"

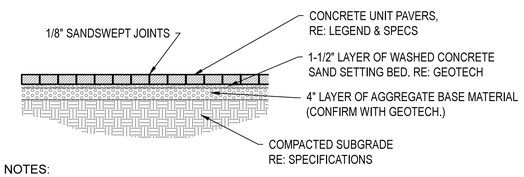


NOTES:

1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT PRIOR TO PURCHASE OR INSTALLATION.
2. PROVIDE MOCK-UPS PER THE SPECIFICATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT AND OWNER
3. CONFIRM ELEVATIONS AND SLOPES OF PLAZA WITH STRING LINES TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO ANY FINAL INSTALLATION.
4. NOTIFY LANDSCAPE ARCHITECT OF ANY GRADING OR LAYOUT DISCREPANCIES
5. REFER TO GEOTECH AND MANUFACTURER INFORMATION FOR INSTALLATION INSTRUCTIONS.
6. REFER TO PLAN FOR PATTERN AND ALIGNMENT.

02 COMMUNITY GARDEN STONE WALL

½" = 1'-0"



NOTES:

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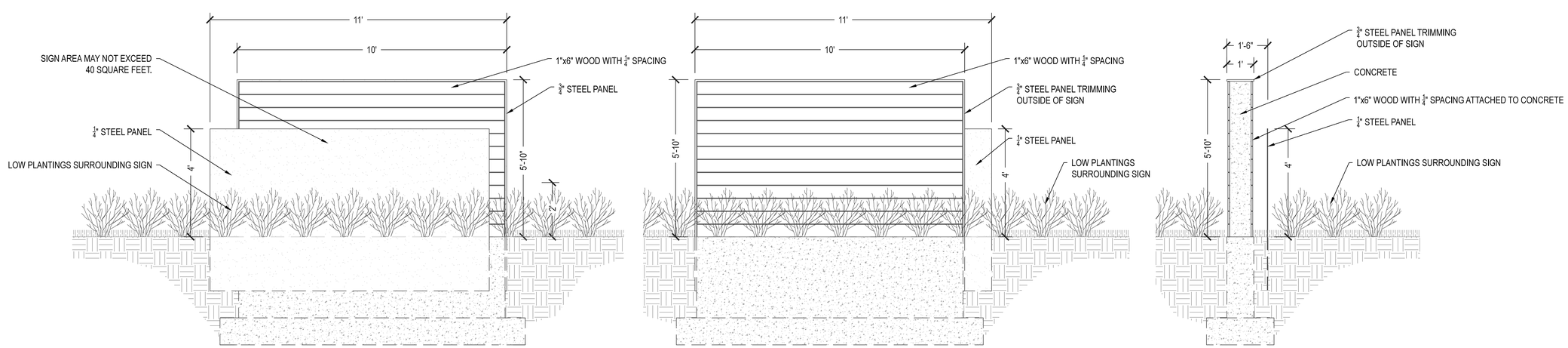
2. PROVIDE MOCK-UPS PER THE SPECIFICATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT AND OWNER
3. CONFIRM ELEVATIONS AND SLOPES OF PLAZA WITH STRING LINES TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO ANY FINAL INSTALLATION.
4. NOTIFY LANDSCAPE ARCHITECT OF ANY GRADING OR LAYOUT DISCREPANCIES
5. REFER TO GEOTECH AND MANUFACTURER INFORMATION FOR INSTALLATION INSTRUCTIONS.
6. REFER TO PLAN FOR PATTERN AND ALIGNMENT.

03 CONCRETE UNIT PAVER

½" = 1'-0"



04 ENTRANCE SIGN

1/2" = 1'-0"

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LANDSCAPE DETAILS

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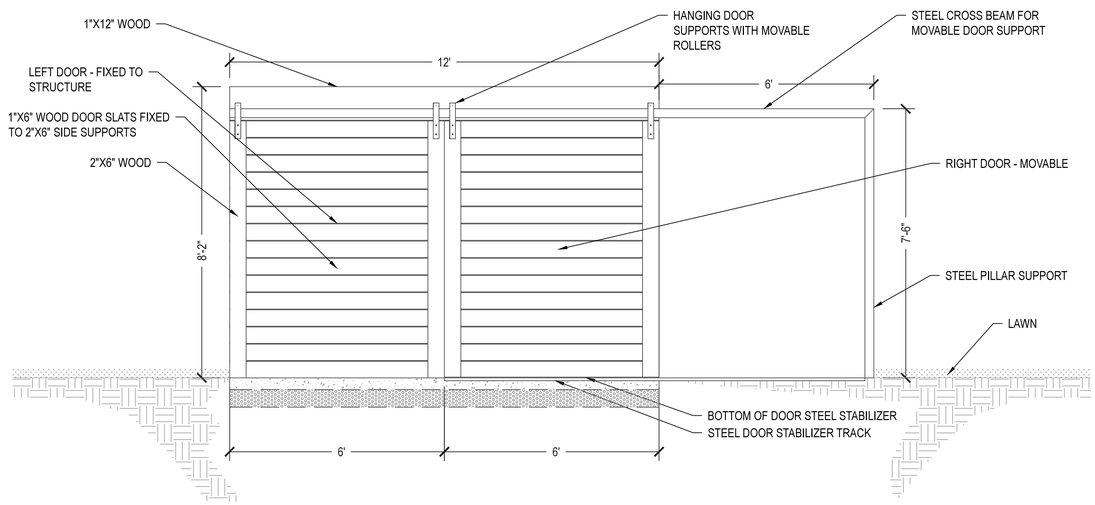
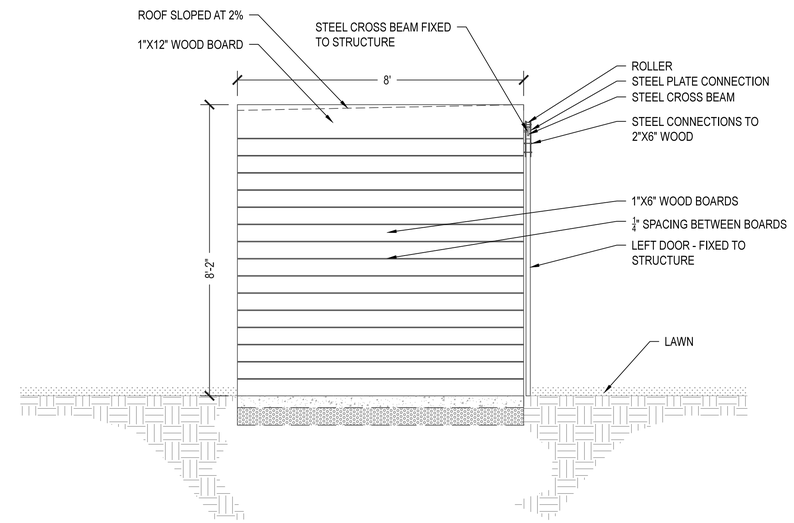
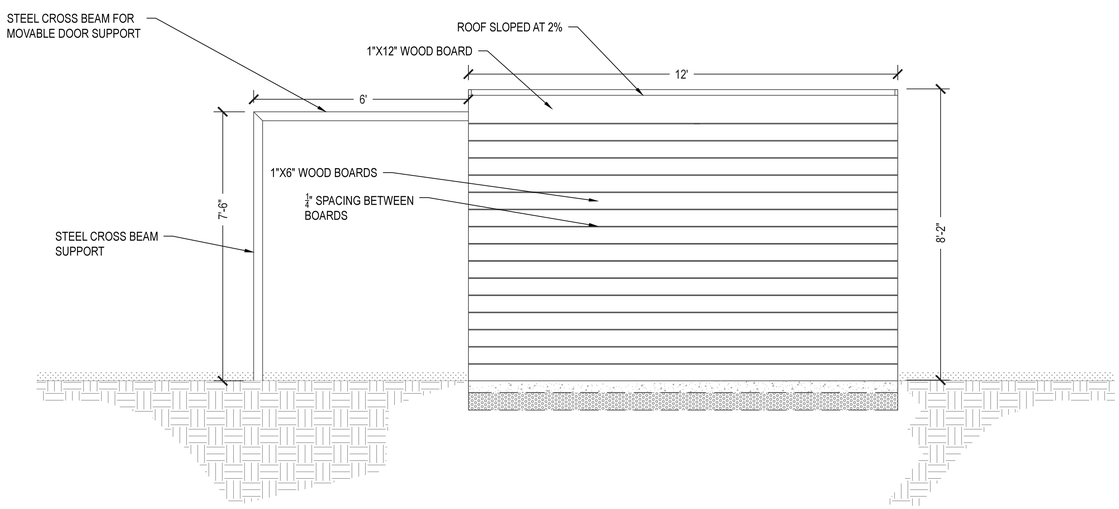
COUNTY OF JEFFERSON, STATE OF COLORADO

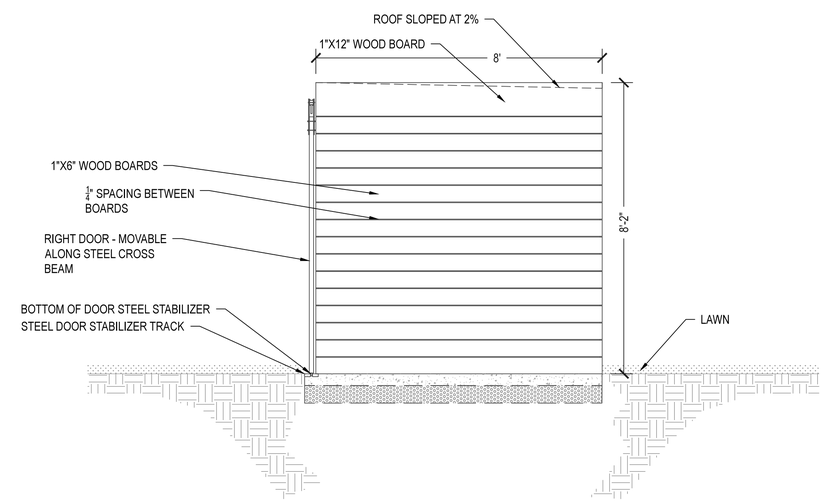




01 COMMUNITY GARDEN SHED

1/2" = 1'-0"





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WESTMINSTER, CO

DRW
CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

NO.	DESCRIPTION	DATE
1	ODP CONCEPT	7-8-14
2	ODP CONCEPT	3-11-15
3	TECHNICAL 1	9-16-15
4	TECHNICAL 2	1-7-16
5	TECHNICAL 3	2-17-16
6		
7	TECHNICAL 4B	3-7-16
8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 21, 2016

DRAWING NUMBER.:
19 of 22

LANDSCAPE DETAILS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

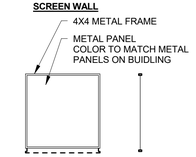
SHOENBERG FARMS COMMERCIAL SUBDIVISION AND SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO

FINISH MATERIALS LEGEND

- A — BRICK ACCENT: COLOR: 719 PEBBLE GRAY; TEXTURE: SMOOTH; MANUFACTURER: LAKEWOOD BRICK COMPANY
- B — BRICK: COLOR: BLAKE STREET; TEXTURE: SMOOTH; MANUFACTURER: LAKEWOOD BRICK COMPANY
- C — METAL PANEL: PROFILE: 'S' PROFILE; COLOR: CHAMPAGNE; MANUFACTURER: BERRIDGE OR EQUAL
- D — SHINGLE ROOFING: DIMENSIONAL ASPHALT; COLOR: EARTHTONE
- E — LAP SIDING: COLOR: BACKDROP SW7025; WIDTH: 6"; MANUFACTURER: JAMES HARDI OR EQUAL
- F — LAP SIDING 2: COLOR: NATURAL CHOICE SW7011; WIDTH: 6"; MANUFACTURER: JAMES HARDI OR EQUAL
- G — CEMENTITIOUS FIBER BOARD PANEL: COLOR: NATURAL CHOICE SW7011; WIDTH: 4'X8'; MANUFACTURER: JAMES HARDI OR EQUAL

THE BUILDING SHALL CONSIST OF AN EARTHTONE PALETTE. THIS COLOR SCHEME DRAWS FROM A PALETTE OF BROWNS, TANS, GRAYS, GREENS, ORANGES WHITES BLUES AND SOME REDS. THE COLORS IN AN EARTHTONE PALETTE ARE SUBDUED. MUTED TONES IN AN EMULATION OF NATURAL COLORS FOUND IN SOIL, MOSS, TREES AND ROCKS.

SCREEN WALL



5 SCREEN WALL DETAIL
1/4" = 1'-0"

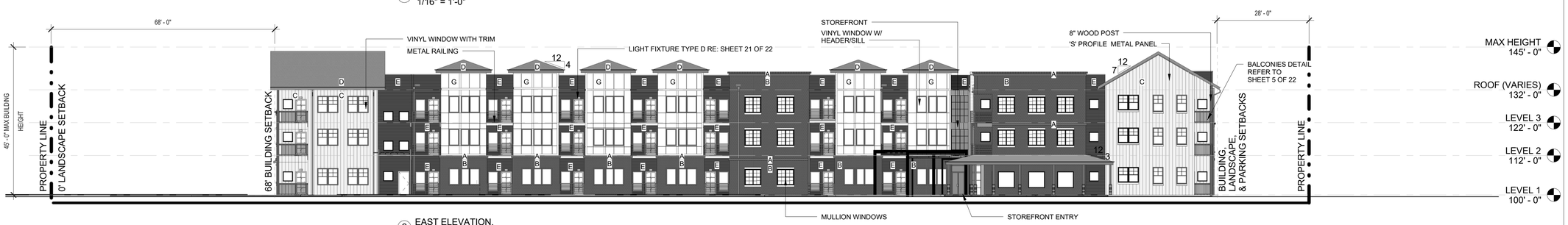
FINISHED AND GROSS SQUARE FOOTAGE:

GROSS SQUARE FOOTAGE: 81,400 SF
NET SQUARE FOOTAGE: 77,425 SF

NOTE:
ALL ROOFTOP EQUIPMENT WILL BE SCREENED TO ITS FULL HEIGHT

NOTE:
ALL SITE LIGHTING WILL BE DIRECT DOWNWARD. THERE WILL BE NO OFF-SITE GLARE ALLOWED

1 NORTH ELEVATION.
1/16" = 1'-0"



2 EAST ELEVATION.
1/16" = 1'-0"

3 SOUTH ELEVATION.
1/16" = 1'-0"

4 WEST ELEVATION.
1/16" = 1'-0"

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8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 23, 2016

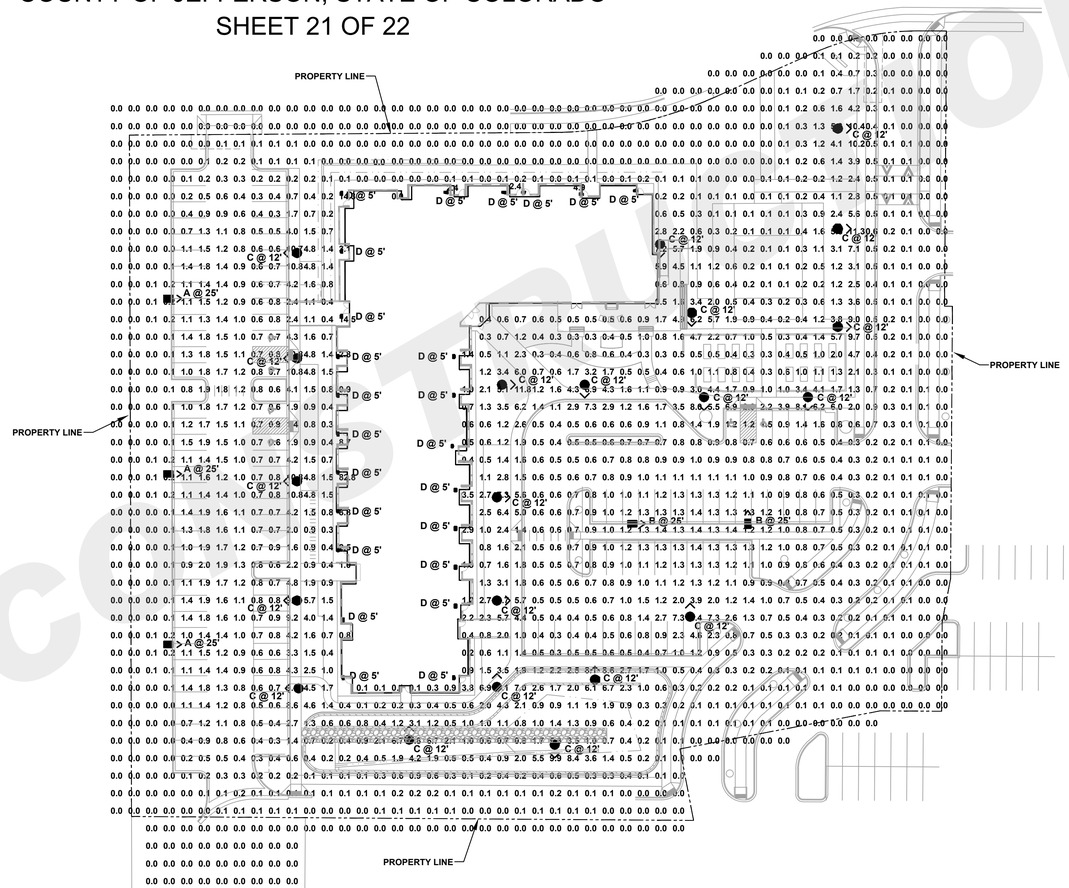
DRAWING NUMBER.:
20 OF 22
CONCEPTUAL ELEVATIONS

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

SHOENBERG FARMS COMMERCIAL SUBDIVISION AND
SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 21 OF 22

Luminaire Locations

		Location						Aim		
No.	Label	X	Y	Z	MH	Orientation	Tilt	X	Y	Z
1	A	17130.00	4154.00	25.00	25.00	90.00	0.00	17130.00	4154.00	0.00
2	A	17130.00	3957.00	25.00	25.00	90.00	0.00	17130.00	3957.00	0.00
3	A	17130.00	4054.00	25.00	25.00	90.00	0.00	17130.00	4054.00	0.00
1	B	17394.00	4026.00	25.00	25.00	90.00	0.00	17394.00	4026.00	0.00
4	B	17460.00	4026.00	25.00	25.00	0.00	0.00	17460.00	4026.00	0.00
2	C	17203.00	4180.00	12.00	12.00	270.00	0.00	17203.00	4180.00	0.00
3	C	17203.00	4120.00	12.00	12.00	270.00	0.00	17203.00	4120.00	0.00
4	C	17203.00	4050.00	12.00	12.00	270.00	0.00	17203.00	4050.00	0.00
5	C	17203.00	3982.00	12.00	12.00	270.00	0.00	17203.00	3982.00	0.00
6	C	17204.00	3932.00	12.00	12.00	270.00	0.00	17204.00	3932.00	0.00
7	C	17267.00	3903.00	12.00	12.00	0.00	0.00	17267.00	3903.00	0.00
9	C	17317.00	3933.00	12.00	12.00	0.00	0.00	17317.00	3933.00	0.00
11	C	17317.00	3982.00	12.00	12.00	90.00	0.00	17317.00	3982.00	0.00
12	C	17317.00	4041.00	12.00	12.00	90.00	0.00	17317.00	4041.00	0.00
13	C	17320.00	4105.00	12.00	12.00	90.00	0.00	17320.00	4105.00	0.00
14	C	17367.00	4105.00	12.00	12.00	180.00	0.00	17367.00	4105.00	0.00
15	C	17435.00	4098.00	12.00	12.00	180.00	0.00	17435.00	4098.00	0.00
16	C	17494.00	4098.00	12.00	12.00	180.00	0.00	17494.00	4098.00	0.00
17	C	17511.00	4138.00	12.00	12.00	90.00	0.00	17511.00	4138.00	0.00
18	C	17511.00	4194.00	12.00	12.00	90.00	0.00	17511.00	4194.00	0.00
19	C	17511.00	4251.00	12.00	12.00	90.00	0.00	17511.00	4251.00	0.00
21	C	17350.00	3900.00	12.00	12.00	180.00	0.00	17350.00	3900.00	0.00
22	C	17373.00	3937.00	12.00	12.00	0.00	0.00	17373.00	3937.00	0.00
23	C	17410.00	4185.00	12.00	12.00	180.00	0.00	17410.00	4185.00	0.00
24	C	17427.00	3973.00	12.00	12.00	0.00	0.00	17427.00	3973.00	0.00
26	C	17428.00	4146.00	12.00	12.00	180.00	0.00	17428.00	4146.00	0.00
1	D	17229.00	4214.00	5.00	5.00	270.00	0.00	17228.50	4214.00	0.00
2	D	17229.00	4181.00	5.00	5.00	270.00	0.00	17228.50	4181.00	0.00
3	D	17229.00	4144.00	5.00	5.00	270.00	0.00	17228.50	4144.00	0.00
4	D	17227.00	4121.00	5.00	5.00	270.00	0.00	17226.50	4121.00	0.00
5	D	17227.00	4099.00	5.00	5.00	270.00	0.00	17226.50	4099.00	0.00
6	D	17227.00	4077.00	5.00	5.00	270.00	0.00	17226.50	4077.00	0.00
7	D	17227.00	4055.00	5.00	5.00	270.00	0.00	17226.50	4055.00	0.00
8	D	17227.00	4033.00	5.00	5.00	270.00	0.00	17226.50	4033.00	0.00
9	D	17227.00	4011.00	5.00	5.00	270.00	0.00	17226.50	4011.00	0.00
10	D	17230.00	3971.00	5.00	5.00	270.00	0.00	17229.50	3971.00	0.00
11	D	17230.00	3938.00	5.00	5.00	270.00	0.00	17229.50	3938.00	0.00
12	D	17292.00	3938.00	5.00	5.00	90.00	0.00	17292.50	3938.00	0.00
13	D	17293.00	3979.00	5.00	5.00	90.00	0.00	17293.50	3979.00	0.00
14	D	17293.00	4001.00	5.00	5.00	90.00	0.00	17293.50	4001.00	0.00
15	D	17293.00	4023.00	5.00	5.00	90.00	0.00	17293.50	4023.00	0.00
16	D	17293.00	4045.00	5.00	5.00	90.00	0.00	17293.50	4045.00	0.00
17	D	17291.00	4070.00	5.00	5.00	90.00	0.00	17291.50	4070.00	0.00
18	D	17292.00	4099.00	5.00	5.00	90.00	0.00	17292.50	4099.00	0.00
19	D	17292.00	4121.00	5.00	5.00	90.00	0.00	17292.50	4121.00	0.00
20	D	17396.00	4215.00	5.00	5.00	4.76	0.00	17396.04	4215.50	0.00
21	D	17365.00	4213.00	5.00	5.00	4.76	0.00	17365.04	4213.50	0.00
22	D	17332.00	4214.00	5.00	5.00	4.76	0.00	17332.04	4214.50	0.00
23	D	17321.00	4214.00	5.00	5.00	4.76	0.00	17321.04	4214.50	0.00
24	D	17288.00	4214.00	5.00	5.00	4.76	0.00	17288.04	4214.50	0.00



NORTH

SITE PHOTOMETRIC PLAN

SCALE 1" = 40'-0"

NOT FOR CONSTRUCTION

ENGINEERING BY:
BELFAY ENGINEERING P.C.
Mechanical/Electrical Consulting Engineers
2811 West 9th Ave.
Denver, CO 80204
TEL: (303) 892-5980
FAX: (303) 892-5979
email: belfay@belfay.com

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6		
7	TECHNICAL 4B	3-7-16
8	TECHNICAL 5	3-21-16

PROJ. #.: 3-14-06
DATE.: MARCH 27, 2016

DRAWING NUMBER.:

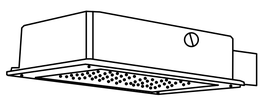
21 OF 22
SITE PHOTOMETRIC

17TH AMENDED OFFICIAL DEVELOPMENT PLAN

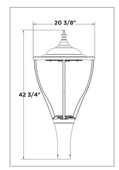
SHOENBERG FARMS COMMERCIAL SUBDIVISION AND
SHOENBERG FARMS COMMERCIAL 1ST REPLAT SUBDIVISION
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 22 OF 22

NOT FOR CONSTRUCTION

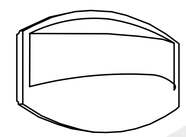
TYPE A/B



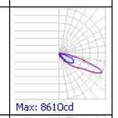
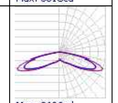
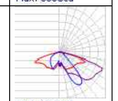
TYPE C

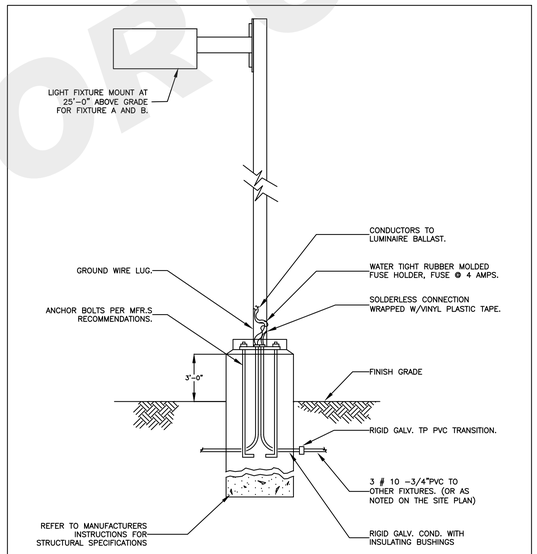


TYPE D

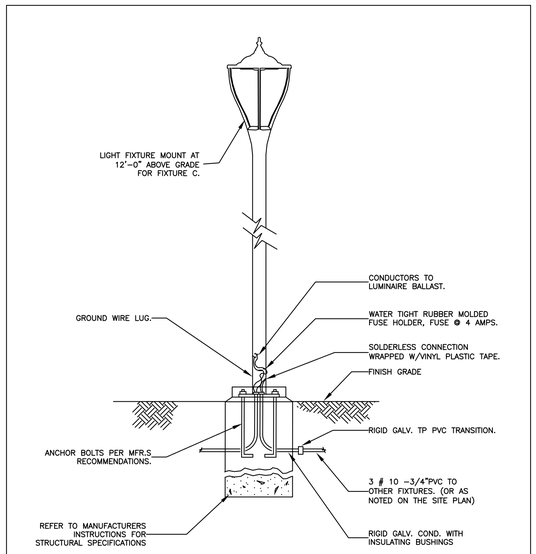


Schedule

Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Polar Plot
	A	3	LDRV-SL3-E04-E-HSS	RIDGEVIEW LED AREA/SITE LUMINAIRE (4) LIGHTBARS WITH AccuLED OPTICS - TYPE 2 W/ SPILL LIGHT CONTROL	(84) 4000K CCT, 70 CRI LEDs ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	84	79.98863	1	97.2	 Max: 8610cd
	B	2	LDRV-5WQ-F04-E	RIDGEVIEW LED AREA/SITE LUMINAIRE (4) LIGHTBARS WITH AccuLED OPTICS - TYPE 5 SQUARE WIDE	(28) 4000K CCT, 70 CRI LEDs ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	28	361.3069	1	102.2	 Max: 3606cd
	C	21	K584-FAFL-III-75(SSL)8000-EE4	KING LUMINAIRE K584 LUMINAIRE WITH TYPE III 75W 8000 SERIES LED ENGINE	70 CREE XPG2 EE4 WHITE LEDS. LUMEN OUTPUT = 5359 LMS. FEET	1	5376.363	1	69.27	 Max: 3137cd
	D	24	P5936	WALL SCONCE - DARK SKY COMPLIANT	40W G9 HALOGEN	1	674	1	40	



PARKING LOT LIGHT POLE BASE DETAIL
SCALE: NONE



PEDESTRIAN POLE BASE DETAIL
SCALE: NONE

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	0.9 fc	82.8 fc	0.0 fc	N/A	N/A

GENERAL NOTES

1) -_1ST FLOOR OF PATIO LIGHTING ARE SHOWN IN PHOTOMETRIC.
_2ND AND 3RD FLOOR HAS BEEN OMITTED.

2) -_LED LIGHTING ALLOWS EFFICIENT AND LONG LASTING OPERATION WITH 0.0 FOOT CANDLES BEYOND ITS PROPERTY LINES.

ENGINEERING BY:
BELFAY ENGINEERING P.C.
Mechanical/Electrical Consulting Engineers
2811 West 9th Ave.
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TEL: (303) 892-5980
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PROJ. #.: 3-14-06
DATE.: MARCH 27, 2016

DRAWING NUMBER.:
22 OF 22
PHOTOMETRIC SCHEDULES

WESTMINSTER

Agenda Item 10 E-F

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: 2016 Community Development Block Grant Action Plan

Prepared By: Heather Ruddy, Community Development Program Planner

Recommended City Council Action

1. Hold a public hearing on the 2016 Community Development Block Grant Action Plan and receive citizen comments.
2. Approve the allocation of Community Development Block Grant and Home Investment Partnership Act (HOME) funds as set forth in this agenda memorandum for 2016 program year and authorize staff to submit the 2016 Action Plan to the U.S. Department of Housing and Urban Development incorporating such allocations.

Summary Statement

- Each year the City of Westminster is eligible to receive an annual allocation of federal Community Development Block Grant (CDBG) funds from the federal Department of Housing and Urban Development (HUD). In order to receive these funds, the City must complete an annual Action Plan. The purpose of the Action Plan is to identify the City's housing and community development needs and determine how funds will be allocated to housing and community development activities.
- In 2016 the City of Westminster will receive $579,969 in CDBG funds. The funds must be used towards programs and projects benefiting low- to moderate-income populations and areas and/or to address blight conditions. Based upon citizen input, staff evaluation, and City Council feedback the following CDBG projects are recommended to be funded in 2016 at the following costs:

  CDBG Administration – $115,993
  Emergency and Essential Home Repair Program – $50,000
  Oakwood Drive Pedestrian Improvements - $128,817
  Fireman's Park Pedestrian Improvements - $55,159
  Section 108 Loan Principal Balance Payment - $230,000
- The City receives an annual allocation of federal HOME funds through Adams County as a part of a HOME Consortium to be used on affordable housing projects and programs. For the past three years, the City has directed these funds, or a portion thereof, towards new affordable housing development and in 2015 authorized the expenditure of $400,000 in HOME funds for the Adams County Housing Authority's Alto Project, a mixed use development located at 71st Avenue and Federal Boulevard. In 2016 the Adams County HOME Consortium will be allocated $748,971, of which Westminster will receive approximately 23 percent. As of the writing of this report, HUD has not notified the Adams County HOME Consortium of each member's actual share of the allocation, but is expected to within the coming weeks. Of the amount allotted to Westminster, it is recommended that 10 percent be applied towards administration per an agreement with Adams County who administers the funds on behalf of the City and the remaining funds be applied towards future affordable housing projects as approved by City Council.

Expenditure Required: $579,969 (CDBG)
Approximately $172,263 (HOME)

Source of Funds: HUD CDBG and HOME Programs

Policy Issue
Should the City approve the 2016 Action Plan and allocate the CDBG and HOME funds to the recommended programs and projects?

Alternatives

- The Council may choose to not accept the CBDG funds. For example, other municipalities such as the Town of Castle Rock, have recently begun to not accept CDBG funds due to the restrictions placed on these funds by HUD. Staff recommends that such an alternative not be considered as the CDBG and HOME funds have provided benefits to Westminster residents and needed funds for capital projects and other critical programs.

- Council may choose to allocate the funds in a different manner. The recommended allocation reflects the direction provided to staff by City Council at the December 7, 2015 Study Session and subsequent citizen comments. Staff believes the allocations identified in this agenda memorandum will serve Westminster residents by meeting a number of priority needs in the community.

Background Information
The City of Westminster receives as annual allocation of CDBG funds from HUD. In 2016, the City was allocated $579,969. CDBG funds are to be used for projects and programs that benefit the City's low- to moderate-income populations and/or to address blight conditions. Eligible project activities may include economic development/redevelopment, certain public facility and infrastructure improvements, and affordable housing activities.

CDBG staff relied upon input gathered during the 2015-2019 Consolidated Plan process to guide the selection of 2016 projects. Staff brought the following projects recommended for funding in 2016 to the City Council at the December 7, 2015 study session meeting: CDBG Program Administration, Emergency and Essential Home Repair Program, Oakwood Drive Pedestrian Improvements, Section 108 Loan Principal Payment, Electronic "Your Speed" signs, and a "plan b" project being the Fireman's Park pedestrian improvements. At that time, staff had not been informed of the City's 2016 allocation. City Council provided preliminary approval for these projects and directed staff to conduct its public outreach process including holding a community meeting and public comment period. During the public comment period, staff received one official comment, in writing and submitted to the City, in opposition to the use of CDBG funds on electronic speed signs.

After being notified that the City's 2016 allocation was nearly $30,000 more than expected and taking into consideration the public comment received regarding the speed monitoring signs, staff is recommending that completion of pedestrian improvements at Fireman's Park be made a higher priority and funded this year. Staff believes this would be a more beneficial and impactful use of CDBG funds. Therefore, the projects presented to the City Council for approval vary from the original projects presented at the December 7, 2015 study session. These projects include:

<u>CDBG Program Administration - $115,993</u>
Description: HUD allows grantees to utilize up to 20 percent of CDBG funding for administration and planning expenses. HUD requires the City to provide a number of services that require a significant amount of staff time. These duties include submission of the five-year Consolidated Plan, preparation of the annual action and performance reports, hosting citizen participation activities and community meetings, monitoring minority business contract reports and complying with HUD Section 3 contracting preference requirements, conducting environmental reviews, compliance with the Davis-Bacon Wage Act, national objective eligibility review, and contracting and procurement regulatory procedures. Approximately 80 percent of the program administration budget funds the salary for the full-time CDBG Technician and the one-half time Community Development Program Planner. The balance of the program administration funds are used towards training, supplies, and consultants as necessary. Any unspent administration funds revert to the CDBG uncommitted fund balance at the end of the program year to be reallocated to future projects and/or studies.

Emergency and Essential Home Repair Program - $50,000
Staff recommends a continuation of funding of the Emergency and Essential Home Repair Program at a reduced level from 2015. Due to the delay in receipt of CDBG funds for the past two years, we currently have nearly a full-year's level of funding for the home repair program still to be expended. In order to avoid the risk of a large balance of unexpended funds in the home repair program budget, staff recommends temporarily reducing the funding amount of the program in 2016. This is not expected to impact the number of participants in the program for 2016. This program will continue to be promoted through various mediums including the website, printed media, outreach events, and newsletters. The program is consistently promoted through *The Weekly* newsletter. However, staff has found that our most valuable source of promotion is through word-of-mouth from satisfied clients. The program is currently operating very efficiently and has a manageable and steady stream of applicants and is on track to serve the expected number of clients annually.

Oakwood Drive Pedestrian Improvements - $128,817
There remains several areas throughout the southern portion of Westminster with missing sidewalk connections including Oakwood Drive just north of 80th Avenue to Auburn Lane. This project will construct a detached eight-foot wide concrete sidewalk from Auburn Lane to LaPlace Court along the south side of Oakwood Drive. The Oakwood Drive connection was requested by residents of the adjacent Observatory Heights neighborhood and is needed to improve safety along this roadway. Multiple residents expressed support for this project at a recent HOA meeting, which staff attended.

Fireman's Park Pedestrian Improvements - $55,159
Currently no sidewalk exists along the south side of 73rd Avenue, east of Bradburn Boulevard abutting Fireman's Park. This project will construct a detached eight-foot wide sidewalk from Bradburn Boulevard to Fire Station One's access drive along the south side of 73rd Avenue. This project will also include removal of the four-foot wide sidewalk on the east side of Bradburn Boulevard abutting Fireman's Park and the construction of a new eight-foot wide concrete sidewalk to match the eight-foot wide sidewalk that continues along the balance of the east side of Bradburn Boulevard moving north.

Section 108 Loan Principal Payment - $230,000
In 2012, the City received a $1.5 million Section 108 loan from HUD to support redevelopment on the southwest corner of 73rd Avenue and Lowell Boulevard. These funds were utilized for planning, property acquisitions, and tenant relocations. At the December 14, 2015 City Council Meeting, the City Council approved the expenditure of $453,000 in CDBG funds for the purpose of paying down the principal balance of the City's Section 108 loan. While the City continues to hold the note, paying down the principal balance would reduce the City's obligations towards interest payments until a project can assume the loan. Should the City wish to continue to pay off the loan with the ultimate goal of retiring the debt completely, the number and types of federal encumbrances placed on the property will be diminished providing more flexibility in the type of project that may be developed on the site.

Staff would like to further study the speed monitoring sign project and confirm neighborhood support for the installation of such signs. During the 2016 program year, staff would like to reserve the speed monitoring signs project as a "plan b" project, which may be completed should the CDBG funding need to be reallocated due to project delays.

Public Outreach Process
Staff followed the City's CDBG Citizen Participation Plan in order to provide outreach to citizens regarding the 2016 Action Plan. This included a community meeting that was held at the Irving Street Library on December 9, 2015, which seven residents and stakeholders attended. Attendees asked questions about the status of the 73rd and Lowell redevelopment as well as the plans for the project and affordability levels of units developed there. Attendees also asked about the status of the Bradburn Street Enhancement project. An opportunity for public comment on the draft Action Plan was provided for 30

days from December 10, 2015 through January 11, 2016 during which time one comment was received. Citizens were provided with a second opportunity to comment on the revised Action Plan from March 8, 2016 through April 7, 2016. Per the Citizen Participation Plan, all meetings regarding the Action Plan were noticed to the public for at least 14 days prior to the meeting date.

Plan Submittal to HUD and Delay in Receipt of Funds

The City's CDBG program operates under a program year that starts March 1 and ends February 28. HUD guidance states that entitlement communities may not submit their Action Plan until final allocation announcements are made. Due to the delay by Congress in passing and appropriating a budget bill, the City will again realize a delay in receipt of its CDBG funds this year. Moreover, the City is a member of the Adams County HOME Consortium, along with the City of Thornton. As such, under HUD policy the City must submit its Action Plan through Adams County and all three jurisdictions must submit their plans at the same time. City staff worked in partnership with Thornton and Adams County staff to coordinate submission of each jurisdiction's Action Plan. However, the delay in submission of one jurisdiction's Action Plan will result in the delay in submission of all jurisdictions' Action Plans and will further delay the City's receipt of CDBG funds.

Home Investment Partnerships (HOME) Program

HOME funds are distributed to eligible communities to assist in the development and provision of housing to low-income households and targeted populations (e.g. seniors, persons having disabilities, homeless, etc.). The City of Westminster alone does not meet the minimum formula requirements to receive the funds directly from HUD as an entitlement jurisdiction. To be eligible for a direct HOME allocation, HUD considers the relative inadequacy of each jurisdiction's housing supply, its incidence of poverty, its fiscal distress, and other factors. However, by having joined the HUD-authorized Adams County HOME Program Consortium, the City receives an allocation of about $200,000 annually, which provides funding for eligible affordable housing projects in the Adams County portion of Westminster. In 2015 the City was allocated $191,440 in HOME funds.

In accordance with the Consortium Agreement with Adams County, 10 percent of the City's HOME allocation is kept by Adams County for program administration. Over the past four years, the City Council has further chosen to direct the balance of funds to future affordable housing projects and in 2015 allocated $400,000 in HOME funds to the Adams County Housing Authority project at 71st Avenue and Federal Boulevard. Prior to 2013, the City had allocated HOME funds towards home repair and homebuyer assistance. Using HOME funds to provide home repair, however, was exceedingly costly and inefficient given the applicable federal regulations. Thereafter, the minor home repair program was created using CDBG dollars, which are less burdensome. Providing homebuyer assistance also was determined to be problematic as federal regulations have the effect of impacting eligibility and also increasing costs to the homebuyer. The program had little participation due to the burdensome and often frustrating application process and deemed ineffective. Staff found that resources from other organizations such as the Colorado Housing and Finance Authority (CHFA) and a variety of non-profits, provided a much better and more reasonable means of assisting homebuyers. Accordingly, staff recommends the balance of the 2016 HOME allocation also be directed towards future affordable housing projects, the details of which will be brought back for City Council consideration at a later date.

The proposed allocation of CDBG and HOME funds in the 2016 Action Plan supports the City Strategic Plan goal of Dynamic, *Diverse Economy* by fostering social, economic and environmental vitality. The 2016 Action Plan also furthers the City Council's goal of *Vibrant and Inclusive Neighborhoods, and Ease of Mobility* by improving the walkability of Westminster.

Respectfully submitted,

Donald M. Tripp
City Manager

WESTMINSTER

Agenda Item 10 G

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Councillor's Bill No. 11 re Supplemental Appropriation of Federal Grant Funds for the Little Dry Creek Trail: Federal Boulevard to Lowell Boulevard Project

Prepared By: Seth Plas, Senior Engineer

Recommended City Council Action

Pass Councillor's Bill No. 11 on first reading appropriating grant monies to be received from the Colorado Department of Transportation for the Little Dry Creek Trail, Federal to Lowell project and the contribution to be received from Adams County for the Little Dry Creek Trail, Federal to Lowell project.

Summary Statement

- In 2012, City staff, in collaboration with Adams County, applied for and was awarded a Denver Regional Council of Governments (DRCOG) grant to construct a 10-foot wide concrete trail connecting to the Little Dry Creek Regional Trail system and a pedestrian bridge allowing access to the Westminster Station platform from the south via the proposed Creekside Drive.
- The original federal grant and required local agency match for this project is distributed in the following manner between the City and Adams County:
  - Westminster: $324,000 (DRCOG grant); $81,000 (local agency match)
  - Adams County: $500,000 (DRCOG grant); $125,000 (local agency match)
- An Intergovernmental Agreement (IGA) between the City and Adams County, approved by the City Council on January 26, 2015, states that the City will manage the project with reimbursement from the County upon the completion of the work.
- The federal funding will be received in the form of reimbursements after the City makes payments to the contractor. City Council action is necessary to appropriate the grant funds in advance through the attached ordinance. Construction is expected to be underway in the first half of 2016, and the project will be completed by the end of the summer of 2016.

Expenditure Required: $1,030,000

Source of Funds: DRCOG ($824,000);
Adams County contribution ($125,000); and
General Capital Improvement Fund – DRCOG Little Dry Creek Trail: Federal to Lowell ($81,000)

Policy Issue

Should the Denver Regional Council of Governments (DRCOG) grant and Adams County funds be appropriated to the General Capital Improvement Fund account in order to accept receipt of federal funds for the Little Dry Creek Trail: Federal Boulevard to Lowell Boulevard Project?

Alternative

City Council could choose not to appropriate funds for this project. However, not proceeding with the project could result in losing $824,000 in DRCOG grant funds, and $125,000 in Adams County funds already obligated to the project. Staff recommends appropriation of the funds.

Background Information

In 2012, City staff, in collaboration with Adams County, applied for and was awarded a Denver Regional Council of Governments (DRCOG) grant. The scope of the grant included the construction of a 160-foot long pedestrian bridge spanning Little Dry Creek and approximately 3,000-feet of 10-foot wide concrete trail as part of the Little Dry Creek Trail system. The project will improve the existing trail system segment from Lowell Boulevard to Federal Boulevard, which was deteriorating prior to being removed for the Little Dry Creek Park project.

The City's required local match to the DRCOG grant award totals $81,000. The remaining project expenditures are federal and Adams County funds that are actually reimbursed after the City makes payments to a contractor as construction proceeds. Therefore, it is necessary to appropriate the amount of the federal funds, adding them to the project budget. This is recommended to be done by ordinance (attached).

These appropriations will amend General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	7500.40610.0000	$0	$824,000	$824,000
Contributions	7500.43100.0000	0	125,000	125,000
Total Change to Revenues			$949,000	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
DRCOG LDC Trail:Fed to Lowell	81675030186.80400.8888	$81,000	$949,000	$1,030,000
Total Change to Expenses			$949,000	

This project meets Council's Strategic Plan goals of ***Proactive Regional Collaboration; Beautiful, Desirable, Safe and Environmentally Responsible City;*** and ***Ease of Mobility*** by providing an improved trail system to access Westminster Station.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3827** COUNCILLOR'S BILL NO. **11**

SERIES OF 2016 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. ____ is hereby increased by $949,000. This appropriation is due to the receipt of federal grant funds from the Colorado Department of Transportation and Adams County funds as the result of an Intergovernmental Agreement regarding the Little Dry Creek Trail: Federal to Lowell project in the amount of $824,000 and a contribution from Adams County in the amount of $125,000.

Section 2. The $949,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item _____, dated March 28, 2016, (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	$949,000
Total	$949,000

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 28th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of April, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 10 H

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Councillor's Bill No. 12 re 2015 4th Quarter Budget Supplemental Appropriation

Prepared By: Dawn Peters, Accountant

Recommended City Council Action

Pass Councillor's Bill No. 12 on first reading, providing for a supplemental appropriation of funds to the 2015 budget of the General, Utility Rate Stabilization Reserve (RSR), Storm Drainage, Sales and Use Tax, and General Capital Improvement (GCIF) Funds.

Summary Statement

- At the end of each quarter, Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.

- General Fund amendments:
  - $291,045 Permit and Conference Center Fees
  - $183,821 Reimbursements
  - $83,803 Program Revenue
  - $38,233 Grant Proceeds
  - $3,664 Rebates
  - $423 Interest Earnings

- Utility Rate Stabilization Reserve Fund amendments:
  - $106,185 Reserve Funds

- Storm Drainage Fund amendments:
  - $4,552 Interest Earnings

- Sales and Use Tax Fund amendments:
  - $3,730,324 Sales & Use Taxes

- General Capital Improvement Fund amendments:
  - $1,811,190 Contributions
  - $890,562 Transfer
  - $868,047 Accommodations Taxes
  - $648,232 Reimbursements
  - $500,000 Carryover

Expenditure Required: $9,160,081

Source of Funds: The funding sources for these budgetary adjustments include permit & conference center fees, reimbursements, program revenue, grants, rebates, interest earnings, reserve funds, carryover, sales & use taxes, accommodations taxes, contributions, and transfers.

Policy Issue

Does City Council support amending the appropriations for the 2015 budget of the General, Utility Rate Stabilization Reserve, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds as outlined?

Alternative

The alternative would be not to amend the 2015 budget appropriations for the General, Utility Rate Stabilization Reserve, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds and to utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them with their current budget or planned projects in anticipation of appropriation of these additional funds.

Background Information

The attached Councillor's Bill is a routine action addressing the need to adjust revenue and expenditure appropriations as a result of activities or events that were not anticipated during the normal budget process.

The Police Department received $22,254 from the State of Colorado Department of Transportation for their participation in the High Visibility Impaired Driving Enforcement (HVIDE) campaign. The grant reimburses overtime incurred by enforcement officers while working the Fall Festival, Holiday Party, Halloween, Thanksgiving, and New Year's Eve enforcement campaigns. The funds are being appropriated to the department's Overtime account.

The Police Department received $9,857 from the State of Colorado Department of Transportation, Law Enforcement Assistance Funding (LEAF) Grant, for overtime incurred while officers worked DUI enforcement campaigns in October, November and December. The funds are being appropriated to the department's Overtime account.

The Police Department received $3,701 from Arapahoe County for participation in Operation Landslide-Active Shooter and Mass Casualty Training. This was for the October 2015 Active Shooter and Mass Casualty Training at Northglenn High school. A total of five Officers and three Sergeants contributed to the exercise as instructor/trainers and participants. The funds are being appropriated to the department's Overtime account.

The Police Department received $21,113 from the North Metro Task Force as reimbursement for overtime incurred by the department's Task Force members working on Federal High-Intensity Drug Trafficking Area (HIDTA) cases. The reimbursement from the Task Force was for overtime incurred in the third and fourth quarters of 2015, and the reimbursement is being appropriated to the department's Overtime account.

The Police Department and Fire Department received $63,818 from the Jefferson County Emergency Communications Authority Board (E911) for mobile computer data charges, Computer Aided Dispatch Communications Server, firewall for the phone system and emergency communications, telephone support and reporting, and the Association of Public Safety Communications Officers (APCO) conference expenses. The funds are being appropriated to the Police Department and Fire Department Telephone accounts for $37,476 and $16,256, respectively. They are also being appropriated to the Police Department's Career Development and Maintenance/Repair of Equipment accounts for $4,603 and $5,483, respectively.

The Police Department received a reimbursement of $1,649 from the FBI Rocky Mountain Safe Street Task Force for the cost of overtime worked by the Westminster Officer assigned to the Task Force. The reimbursement is being appropriated to the department's Overtime account.

The Fire Department received $6,122 from the West Metro Fire Protection District on behalf of the Colorado Urban Search and Rescue Task Force 1. This reimbursement is for expenses and overtime

incurred by the Fire Department personnel while assisting with various projects such as the FDNY Medical Special Operations Conference, Medical Team Training, Search Team Managers and Canine Search Specialists Team Meeting, and annual physicals. The funds are being appropriated to the Salaries Overtime and Professional Services accounts.

The Fire Department received $43,068 from the State of Colorado Forest Service on behalf of the Wildland Team. These funds were received as reimbursement for fire personnel overtime and expenses incurred during the Wildland Team deployment to the Jaca Reservoir Fire, Marble Valley Fire, Potter Mountain Complex Fire, and Sheep Rock Fire in Oregon and Washington during the months of June, July and August of 2015. The reimbursement is being appropriated to the department's Overtime and Career Development accounts.

The Storm Drainage Fund received interest payments throughout 2015 in the amount of $4,552 on the Storm Drainage 2015 Bond Issue. Issuance restrictions require the interest earnings to be appropriated for use on the respective projects or debt service. The funds are requested for appropriation for debt service.

The Public Works and Utilities (PWU) Department received $900 in 2015 as a scholarship to send staff to training. The funds are requested for appropriation for the department's Career Development account.

The Public Works and Utilities (PWU) Departments received $49,572 from Xcel Energy as reimbursement for road damage sustained during work performed on 92nd Avenue. The work resulted in excessive potholing on 92nd Avenue and instead of performing the repairs, Xcel sent the City funds to complete the work in-house. Staff is requesting funds to be appropriated to a CIP account to complete the repair.

In 2007, City Council authorized the creation of a Rate Stabilization Reserve (RSR) to cover any operating shortfalls in operating revenue due to variations in the weather or other impacts to the Utility's revenue stream. In 2011, City Council authorized amending the policy to further define when RSR funds would be utilized. During 2015, net operating income, as defined in the reserve policy, for the Water fund was negative in the amount of $106,185. Per the reserve policy, Public Works & Utilities is requesting that City Council authorize a transfer of $106,185 from the RSR to cover the Water fund operating shortfall and balance the 2015 budget.

Community Development Staff is requesting that $83,803 be appropriated to the department's Professional Services account. The Building Division expanded the use of contractual plan review services in 2015 due to the increase in construction activity. The use of contractual services to address spikes in construction activity has been identified as a Best Practice and is identified in the Strategic Plan action item 28A. These expenses are directly offset by plan review fees paid by the applicant as part of the building permit issuance.

The Building Operations and Maintenance Division of the General Services Department received $3,664 from the State of Colorado for a rebate associated with operating free public recycling drop-off sites. The funds are being appropriated to the department's Solid Waste Collection Customer Service account to offset the cost of operating the recycle sites.

The Community Development Department received a $648,232 reimbursement from CDOT for expenses paid by the City to provide improvements to the benefit of CDOT for the Federal Boulevard/BNSF Bridge Enhancement project. Staff recommends that funds be appropriated to the Federal Boulevard/BNSF Bridge Enhancement CIP and used to pay for capital costs associated with architectural enhancements required by the City and formalized in the July 24, 2015 IGA with CDOT.

The Community Development Department received $1,811,190 from Adams County. On February 10, 2015, the City of Westminster and Adams County formalized an IGA for their financial participation in the construction of the proposed Creekside Drive improvements. Creekside Drive will provide full access to the south side of the emerging Commuter Rail Station as well as access to the future Little Dry Creek Park and Open Space. Staff recommends that funds be appropriated to the Creekside Drive-Little Dry Creek CIP to pay for expenses related to the construction of Creekside Drive as identified in the IGA.

Funding for Orchard Parkway came from a variety of sources. Some of the expenses were paid from General Capital Improvement Fund sources qualified to be reimbursed by the Westminster Economic Development Authority (WEDA) in accordance with an intergovernmental cooperation agreement between WEDA and the City. At the end of 2014, final payments including retainage had not been paid. Therefore, WEDA was not able to reimburse those costs. Now that the Orchard Parkway project has been completed, the City was able to bill WEDA for such costs of $840,990. This amount is requested to be appropriated back to the project that originally paid the expenses. Additionally, Staff is requesting that the total amount available after this appropriation, $1,917,883, be transferred to the Phase I Public Improvements project. This project was established to assist with the construction of needed infrastructure for the Downtown Westminster Redevelopment Project. This additional funding will add to the funds already set aside in the project for future infrastructure needs.

The City of Westminster utilizes external trust accounts in connection with various bond, Certificates of Participation (COPs), and capital leases. Trust accounts are separate from the city's primary bank account and separate accounts are used for each bond, COP or lease issue. Trust accounts with balances, such as reserve or project accounts, generate interest each month. Interest income within trust accounts is generally not appropriated at the time of issuance and the interest is restricted to uses specific to each obligation. This request appropriates $423 in interest revenue received in 2015 for use towards future debt service payments for each underlying issue.

Staff is recommending that $500,000 in carryover from the General Capital Improvement Fund be appropriated to the Arterial Roadway Rehabilitation project. The City's pavement management system has shown a recent steep decline in the overall condition of residential roadways. These funds are proposed to improve the overall pavement condition rating for residential roadways by completing additional crack sealing of 40 lane miles of residential roadways in the following residential neighborhoods: Quail Crossing, Silver Oaks, Quail Hill, Cheyenne Ridge, Arrowhead, Torrey Peaks, Meadowlark, Cedar Bridge and Legacy Ridge East. All of these areas have received a preventative maintenance sealcoats in the last five years and by crack sealing these roadways now, the useful life of the sealcoat will be extended and the overall condition of the roadways will improve. The estimated cost to crack seal these areas is $120,000. The Highland Greens, Westbrook and Legacy Ridge West neighborhoods are tentatively slated to receive pavement rehabilitation in the next three years and before this can take place, all pavement failures or severely distressed pavement areas must be patched. Completing the asphalt patching well in advance of planned rehabilitation will improve the overall condition of each street that is patched and eliminate the need to patch the streets prior to the planned future rehabilitation. The estimated cost to complete asphalt patching in these residential areas is $280,000. An additional $100,000 will be earmarked for concrete replacement to address any areas of severely deteriorated curb, gutter or sidewalk encountered in the areas designated for asphalt patching.

As an important element of economic development, the City sometimes utilizes Economic Development Agreements (EDAs) and Intergovernmental Agreements (IGAs) to attract and retain high quality development to provide employment opportunities and increased revenue for City service provisions. A portion of the new revenue generated from projects is utilized to fund these agreements. When payments related to these agreements are issued, they are recorded as a reduction to the appropriate revenue account, thereby reflecting only the net new revenue received on the City's monthly financial statements. However, the Government Accounting Standards Board (GASB) requires the new revenues to be fully recorded as received, and the applicable rebate of revenues to be recorded as an expense in the Comprehensive Annual Financial Report. This year-end housekeeping appropriation makes the appropriate changes to the City's budget to reflect this requirement as follows: $3,730,324 in the Sales and Use Tax Fund to record the IGA with the City of Thornton for the North I-25 corridor and various other EDAs involving sales and use taxes: $868,047 in the General Capital Improvement Fund to record various EDAs involving the Accommodations Tax; and $291,045 in the General Fund to record various EDAs involving building permit and conference center fees; for a total increase of $4,889,416 to City revenues and expenses.

Staff is recommending that $11,000 be reallocated into the Wastewater Central Charges budget, $23,424 into the Legacy Ridge Central Charges budget, and $16,779 into the Heritage at Westmoor Central Charges budget to cover increased costs associated with medical insurance provided to employees. During budget

development, Staff estimates the number of employees who will participate in the City's insurance program, in which program (the City's insurance program or HMO through Kaiser Permanente), and at what level (single coverage up to full family coverage). This is primarily done by utilizing the current year's enrollment patterns and applying that forward. This projection changes based on employees' selection of plan. Additionally, Staff estimates the claim cost for the Cigna self-insured plan. In 2015 shifts in program utilization by employees occurred as well as higher than budgeted claims expense, resulting in higher insurance costs within the Wastewater, Legacy Ridge, and Heritage at Westmoor Funds' Central Charges budgets. As the Central Charges department budget primarily covers the cost of benefits and debt service, there were no other account savings available to cover this shortage. While total appropriations for these funds will not change, a reallocation of budget savings from Wastewater Plants, Legacy Ridge Facilities, and Heritage at Westmoor Facilities will be made to cover the budget shortages in each fund's respective Central Charges medical insurance accounts.

These appropriations will amend General Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Bldg Permit Com ADCO	1000.40185.0010	$400,000	$61,176	$461,176
Bldg Permit Com JEFFCO	1000.40185.0020	400,000	22,627	422,627
Bldg Permit Comm-EDA/IGA	1000.40185.0075	0	60,658	60,658
Federal Grants	1000.40610.0000	45,522	6,122	51,644
State Grants	1000.40620.0000	128,218	32,111	160,329
Gen Fee Conf Ctr-EDA/IGA	1000.41310.0075	0	230,387	230,387
Int 2010 Ice Centre Refunding	1000.42530.0079	0	392	392
Int Equipment Lease	1000.42530.0086	0	12	12
Int 2010 COP Ref Golf STX	1000.42530.0273	0	6	6
Int 2005 COPS	1000.42530.0274	0	3	3
Int 2007 COPS	1000.42530.0277	0	8	8
Int COPS 2013 Refunding	1000.42530.0283	0	2	2
General	1000.43060.0000	285,000	3,664	288,664
Reimbursements	1000.43080.0000	235,902	183,821	419,723
Total Change to Revenues			$600,989	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Lease Pay-2010 Ice Centre COPs	10010900.67700.0079	$965,488	$392	$965,880
Lease Pay-2010 Refunding COPs	10010900.67700.0273	1,491,884	6	1,491,890
Lease Pay-2005 COPs	10010900.67700.0274	872,910	3	872,913
Lease Pay-2007 COPs	10010900.67700.0277	3,304,538	8	3,304,546
Lease Pay-2013 COPs	10010900.67700.0283	444,800	2	444,802
Contract Svcs-EDA/IGA	10010900.67800.0075	0	291,045	291,045
Transfers GCIF	10010900.79800.0750	2,772,933	49,572	2,822,505
Solid Waste Collect Cust Serv	10012390.67300.0702	60,044	3,664	63,708
Telephone	10020050.66900.0000	149,360	37,476	186,836
Salaries OT-Investigation Section	10020300.60400.0344	211,307	21,113	232,420
Career Dev-Comm Sect	10020300.61800.0345	13,715	4,603	18,318

Maint/Repair Equip-Records & Prop Section	10020300.66100.0343	217,800	4,809	222,609
Maint/Rep Equip - Comm Section	10020300.66100.0345	17,870	674	18,544
Salaries OT-Traffic	10020500.60400.0348	121,095	32,111	153,206
Salaries OT-Patrol Section	10020500.60400.0349	208,941	5,350	214,291
Salaries Overtime	10025260.60400.0000	277,126	41,090	318,216
Salaries Overtime-EMS	10025260.60400.0546	71,750	4,507	76,257
Salaries Temp	10025260.60600.0000	0	249	249
Career Dev	10025260.61800.0000	40,663	3,344	44,007
Telephone	10025260.66900.0000	68,768	16,256	85,024
Prof Serv	10030370.65100.0000	41,000	83,803	124,803
Career Development	10035450.61800.0000	3,366,891	900	3,367,791
Other Equip	10050550.76000.0000	634,692	12	634,704
Total Change to Expenses			$600,989	

These appropriations will amend Utility Rate Stabilization Reserve Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2050.40020.0000	$(105,929)	$106,185	$256
Total Change to Revenues			$106,185	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers to Water	20510900.79800.0200	$0	$106,185	$106,185
Total Change to Expenses			$106,185	

These appropriations will amend Storm Drainage Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings-SW 2015	2500.42520.1204	$0	$4,552	$4,552
Total Change to Revenues			$4,552	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Payments	25010900.78400.0000	$45,815	$4,552	$50,367
Total Change to Expenses			$4,552	

These appropriations will amend Sales and Use Tax Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
ST Returns-EDA/IGA	5300.40070.0075	$0	$3,550,310	$3,550,310
UT Returns-EDA/IGA	5300.40095.0075	0	72,787	72,787
UT Building-EDA/IGA	5300.40100.0075	0	107,227	107,227
Total Change to Revenues			$3,730,324	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contract Svcs-EDA/IGA	53010900.67800.0075	$0	$3,730,324	$3,730,324
Total Change to Expenses			$3,730,324	

These appropriations will amend General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	7500.40020.0000	$2,986,461	$500,000	$3,486,461
Reimbursements	7500.43080.0000	0	648,232	648,232
Contributions	7500.43100.0000	7,191,762	1,811,190	9,002,952
TRF General Fund	7500.45000.0100	2,699,924	49,572	2,749,496
TRF WEDA	7500.45000.0680	350,000	840,990	1,190,990
Accom Tax-EDA/IGA	7501.40055.0075	0	868,047	868,047
Total Change to Revenues			$4,718,031	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contract Svcs-EDA/IGA	75010900.67800.0075	$0	$868,047	$868,047
Arterial Roadway Improvements	80475035602.80400.8888	94,759	549,572	644,331
Fed Blvd/BNSF Bridge Enh	81375030060.80400.8888	73,582	648,232	721,814
Orchard Pkwy, 136 to 144	81375030997.80400.8888	1,076,893	(1,076,893)	0
WURP-Phase I Public Improvements	81575030085.80400.8888	6,531,629	1,917,883	8,449,512
Creekside Dr-Little Dry Creek	81675030179.80400.8888	0	1,811,190	1,811,190
Total Change to Expenses			$4,718,031	

Total appropriations of the Water Fund do not change; however, a reallocation of budget between expenditure accounts in the fund is shown below for information purposes.

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2000.40020.0000	$1,218,228	$(106,185)	$1,112,043
TRF Utility RSR Fund	2000.45000.0205	0	106,185	106,185
Total Change to Revenues			$0	

Total appropriations of the Wastewater Fund do not change; however, a reallocation of budget between expenditure accounts in the fund is shown below for information purposes.

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Med Ins ER SELF	21010900.63000.0594	$269,165	$11,000	$280,165
Electricity & Gas	21035490.67200.0000	527,198	(11,000)	516,198
Total Change to Revenues			$0	

Total appropriations of the Legacy Ridge Fund do not change; however, a reallocation of budget between expenditure accounts in the fund is shown below for information purposes.

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Med Ins ER SELF	22010900.63000.0594	$61,500	$19,102	$80,602
Med Ins ER Kaiser	22010900.63000.0596	19,000	4,322	23,322
Regular Salaries	22050720.60200.0000	300,066	(23,424)	276,642
Total Change to Revenues			$0	

Total appropriations of the Heritage at Westmoor Fund do not change; however, a reallocation of budget between expenditure accounts in the fund is shown below for information purposes.

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Med Ins ER SELF	23010900.63000.0594	$15,500	$5,769	$21,269
Med Ins ER Kaiser	23010900.63000.0596	52,614	11,010	63,624
Regular Salaries	23050720.60200.0000	295,421	(12,496)	282,925
Salaries Temp	23050720.60600.0000	100,317	(4,283)	96,034
Total Change to Revenues			$0	

These adjustments will bring the City's accounting records up-to-date to reflect the various detailed transactions.

The proposed action supports all of City Council's strategic goals, including: Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City; Dynamic, Diverse Economy; Financially Sustainable Government Providing Excellence in City Services; and Ease of Mobility.

Respectfully submitted,

Donald M. Tripp
City Manager
Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. **3827** COUNCILLOR'S BILL NO. **12**

SERIES OF 2015 INTRODUCED BY COUNCILLORS

A BILL
FOR AN ORDINANCE AMENDING THE 2015 BUDGETS OF THE GENERAL, UTILITY RATE STABILIZATION RESERVE, STORM DRAINAGE, SALES AND USE TAX, AND GENERAL CAPITAL IMPROVEMENT 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, Water, Utility Rate Stabilization Reserve, Wastewater, Legacy Ridge, Heritage at Westmoor, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by $9,160,081. This appropriation is due to the receipt of funds from permit & conference center fees, reimbursements, program revenue, grants, rebates, interest earnings, reserve funds, carryover, sales & use taxes, accommodations taxes, contributions, and transfers.

Section 2. The $9,160,081 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item __ dated March 28, 2016 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	$600,989
Utility Rate Stabilization Reserve Fund	106,185
Storm Drainage	4,552
Sales and Use Tax Fund	3,730,324
General Capital Improvement Fund	4,718,031
Total	$9,160,081

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 28rd day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of April, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 10 I

Agenda Memorandum

City Council Meeting
March 28, 2016

SUBJECT: Resolution No. 16 Calling a City Special Election and Setting a Firefighter Collective Bargaining Ballot Question for the November 8, 2016 General Election

Prepared By: Michelle Parker, City Clerk
Hilary Graham, Deputy City Attorney

Recommended City Council Action

Adopt Resolution No. 16 calling a City special election and setting a firefighter collective bargaining ballot question for the November 8, 2016, general election.

Summary Statement

According to Westminster Home Rule Charter ("Charter"), § 3.4, City regular elections are held on the first Tuesday in November of odd numbered years. A special election may be held when called by a resolution of Council at least forty (40) days prior to the election. Charter, § 3.5.

Per Westminster Municipal Code ("W.M.C."), § 7-1-6(A), City elections shall be coordinated with the counties whenever possible. The City Council shall adopt, by resolution or ordinance as appropriate, the language of ballot issues or ballot questions prior to the date of the City Clerk's required certification of ballot contents to the respective county election official. W.M.C. § 7-1-6(B).

By passing the attached resolution, City Council will call a City special election to take place at the November 8, 2016, general election and to be coordinated with the counties. At such election, and by passing the attached resolution, City Council will place on the ballot a question asking whether or not the City Council shall pass an ordinance requiring the City to engage in collective bargaining with Westminster firefighters.

Expenditure Required: Currently estimated at $40,000

Source of Funds: General Fund – General Services, City Clerk's Office Operating Budget

Policy Issue

Would City Council like to call a special election at the November 8, 2016, general election at which time it would ask City registered electors the ballot question related to firefighter collective bargaining as currently drafted on the attached resolution?

Alternative

City Council may decide not to call a special election, may decide not to approve the ballot question, or may decide to approve a revised ballot question.

Background Information

Westminster's firefighters have requested that a collective bargaining ballot question be placed before the city voters at the 2016 general election. The proposed ballot question in the attached resolution has been offered as a means of responding to this request.

Currently, $40,000 are budgeted for a coordinated election with Adams and Jefferson counties. This amount will be refined as Staff learns how many ballot measures will be included on the counties' ballots, and how many other jurisdictions may be sharing the overall costs of the election. A total of $18,226 was spent on the coordinated election in November 2015, and $39,502 was spent in November 2013. The City has not joined a coordinated election ballot in a presidential election year since 2000, so there are no recent reliable cost comparisons for a similar election.

Placing this question on the ballot in the upcoming general election would further the City's strategic plan goal of having a vibrant, inclusive and engaged community.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **16** INTRODUCED BY COUNCILLORS

SERIES OF 2016 _____

A RESOLUTION CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016 AND SETTING A BALLOT QUESTION ASKING WHETHER OR NOT THE CITY COUNCIL SHALL PASS AN ORDINANCE REQUIRING THE CITY TO ENGAGE IN COLLECTIVE BARGAINING WITH WESTMINSTER FIREFIGHTERS

WHEREAS, as authorized by Section 3.4, Westminster Home Rule Charter ("Charter"), and Section 7-1-11, Westminster Municipal Code ("W.M.C."), the City Council wishes to call a special election in order to participate in the November 8, 2016, general election by coordinating with the counties;

WHEREAS, City Council wishes to place a question on the ballot for decision by City registered electors;

WHEREAS, per Section 7-1-6(B), W.M.C, the City Council shall adopt, by resolution or ordinance as appropriate, the language of ballot issues or ballot questions prior to the date of the City Clerk's required certification of ballot contents to the respective county election official.

WHEREAS, for this general election, the deadline for certification of ballot content is September 9, 2016.

NOW, THEREFORE, be it resolved, by the City Council of the City of Westminster as follows:

1. The City Council hereby calls a special election for November 8, 2016, and declares its intent to coordinate in the general election with Adams and Jefferson counties.

2. The City Council hereby sets the following ballot question to be submitted to a vote of the registered electors of the City of Westminster on the November 8, 2016, ballot:

> Shall the City Council of the City of Westminster enact an ordinance by July 1, 2017, which would obligate the City to engage in collective bargaining with the designated exclusive representative of the Westminster firefighters?

YES__ NO__

3. The City Clerk is hereby directed to take such actions as may be required or permitted by law in connection with said election.

PASSED AND ADOPTED this 28th day of March, 2016.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

AGENDA

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING

MONDAY, MARCH 28, 2016
AT 7:00 P.M.

1. **Roll Call**

2. **Consideration of Minutes of the Preceding Meetings** (February 29, 2016)

3. **Public Hearings and New Business**
   A. Public Hearing on the Budget Amendment for the Westminster Economic Development Authority.
   B. Resolution No. 166 re 2015 WEDA Budget Supplemental Appropriation
   C. Resolution No. 167 re Amended Lease Agreement with JC Penney Properties, Inc.
   D. Public Hearing for the WEDA Required Budget Amendment.
   E. Resolution No. 168 re WEDA Budget Supplemental Appropriation to the 2016 Budget

4. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, FEBRUARY 29, 2016, AT 7:10 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Alberto Garcia, and Board Members Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz. Also present were Donald M. Tripp, Executive Director, David Frankel, Attorney, and Michelle Parker, Secretary.

CONSIDERATION OF MINUTES

It was moved by Board Member De Cambra, seconded by Board Member Baker, to approve the minutes of the previous meeting of February 8, 2016, as presented. The motion passed unanimously.

DEVELOPMENT AGREEMENT WITH SHERMAN ASSOCIATES FOR BLOCK B-1/C-1

It was moved by Board Member Bird, seconded by Board Member De Cambra, to authorize the WEDA Executive Director to execute a Development Agreement with Sherman Associates and the City of Westminster in substantially the same form as presented to the Board for the development of the B-1/C-1 block in Downtown Westminster. The motion carried by a vote of 6:1, with Board Member Baker dissenting.

PURCHASE AND SALE AGREEMENT FOR HANCOOP @ WESTMINSTER, LLC

Board Member Bird moved, seconded by Board Member De Cambra, to authorize the WEDA Executive Director to sign a Purchase and Sale Agreement with Hancoop @ Westminster LLC for a mixed-use commercial and office building on Lot 2 Block C-3 of the Downtown Westminster site in substantially the same form as presented to the Board. The motion passed by a vote of 6:1, with Board Member Baker voting no.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 7:12 p.m.

ATTEST: _____
Chairperson

_____
Secretary

WEDA Agenda Items 3 A & B

Agenda Memorandum

Westminster Economic Development Authority Meeting
March 28, 2016

SUBJECT: Public Hearing and Resolution No. 166 re: Westminster Economic Development Authority Supplemental Appropriation to the 2015 budget

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

1. Hold a Public Hearing on the budget amendment for the Westminster Economic Development Authority.

2. Adopt Resolution No. 166 authorizing a supplemental appropriation to the 2015 Westminster Economic Development Authority budget.

Summary Statement

- When necessary, City Staff (Staff) prepares a resolution to appropriate unanticipated revenues and adjust the budget side of transactions that occur during the year. Typically, supplemental appropriations are prepared on a periodic basis for the Westminster Economic Development Authority (WEDA) Urban Renewal Areas (URA) to simplify administrative procedures and reduce paper work.

- This supplemental appropriation covers activity for the 3rd and 4th Quarter 2015.

- 2015 Amendments:
  - North Huron URA
    - $93 Interest earnings
    - $1,784,269 Carryover
  - Westminster Center Urban Reinvestment Plan (WURP) Area URA
    - $72,233 Sales Tax increment
    - $28,222 Interest
    - $226,545 Rents
    - $10,854,351 Carryover
  - Holly Park URA
    - $770 Interest

- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

Expenditure Required: $12,966,483

Source of Funds: Carryover from prior years, interest earnings, sales tax increment and rent revenue

Policy Issue

Should the WEDA Board appropriate funds as set forth in the attached Resolution?

Alternatives

1. In accordance with the Compass Mortgage Corporation Loan Agreement (loan agreement), use of the loan proceeds is to be applied solely to capital expenditures in the North Huron URA. Interest earnings on the unspent loan proceeds carry the same restriction. Alternatively, the Board could decide to appropriate the interest earnings to a different project in the North Huron URA instead of Orchard Parkway. This alternative is not recommended as appropriating the interest to the Orchard Parkway project is the best method for tracking the interest earnings to ensure compliance with the loan covenants.
2. The Board could decide not to appropriate carryover in the amount of $1,784,269 in the North Huron URA to be transferred to the city to reimburse costs the city incurred for improvements related to Orchard Parkway and the 136th Avenue/144th Avenue bridge pedestrian railing repairs. However, this alternative is not recommended. Use of prior year excess revenues is restricted for use in the North Huron URA. Reimbursing the city for these costs is an appropriate use of the funds currently available at the Trust. Additionally, it shifts the burden of costs in the URA to the area benefitting from the improvements as contemplated when the intergovernmental cooperation agreement (ICA) between WEDA and the city was approved. Alternatively, the Board could decide to appropriate carryover to other yet-to-be-determined capital improvement projects (CIP) in the North Huron URA. This alternative is also not recommended as the Orchard Parkway and 136th Avenue/144th Avenue bridge repair projects are the most immediate needs in the URA.
3. The rents from the remaining tenants at the former Mall site, as well as sales tax increment and interest earnings, are not restricted in their use. Staff recommends continuing to use these types of revenue to cover costs associated with providing services to the tenants and the continued redevelopment at the site. Alternatively, the Board could decide to appropriate the rent revenue, sales tax increment and interest earnings to a yet-to-be determined CIP in the WURP URA. However, the WURP City Participation project is the only CIP in the URA with current commitments toward the redevelopment endeavor.
4. The Board could decide not to appropriate carryover of $10,854,351 to the WURP City Participation project for the land conveyed to the city. This option is not recommended as the appropriation is necessary for the budget to correspond to the land purchase expense in order for the accounting records to accurately reflect the conveyance of the land by WEDA to the city when the plat was recorded.
5. The Board could decide not to appropriate the interest earnings to the Holly Park project. This alternative is not recommended as there is currently no other form of funding available for the maintenance of the property during the marketing effort.

Background Information

Holly Park URA

Interest Earnings
Interest earnings on project funds totaling $770 through December 31, 2015 are requested to be appropriated to the Holly Park CIP. These funds are necessary to continue maintaining the property that is currently for sale.

North Huron URA

Carryover
The North Huron Urban Renewal Plan ("Plan"), approved by the city on January 26, 2004, includes as one of its primary objectives providing an efficient system of streets, roads and other transportation facilities necessary to support urban development within the URA. The Plan provides for WEDA to undertake certain actions that would make the URA more attractive for private investment and eliminate blight. Such actions may include street and traffic improvements, streetscape improvements, storm water and other

drainage improvements, landscaping, parks and recreation facilities, utility improvements and public arts projects. In recognition that the city incurs costs for maintenance and other contractual obligations associated with improvements located within the North Huron URA, WEDA and the city entered into an ICA on December 9, 2013 that provides for WEDA to reimburse the city for costs the city incurs related to improvements made within the URA. In accordance with the ICA, Staff has determined that reimbursement to the city for costs incurred by the city for the projects listed below is an allowable use under the loan agreement of excess incremental revenues held in the North Huron Supplemental Reserve Trust account.

Therefore, Staff is requesting appropriation of prior year excess revenues to fund payments to the city totaling $1,784,269 as described below. With this action, all of the project funds have been exhausted from the debt financing issued for this URA.

- Orchard Parkway ($1,004,269) - Funding for the completion of Orchard Parkway came from a variety of sources. Some of the expenses paid from the City's General Capital Improvement Fund qualify to be reimbursed by WEDA in accordance with the above mentioned ICA between WEDA and the City. At the end of 2014, final payments including retainage had not been paid. Therefore, WEDA was not able to reimburse the costs at that time. Now that the Orchard Parkway project has been completed, the City is able to bill WEDA for such costs totaling $1,004,269. Additionally, Staff has included a transfer between the Orchard Parkway project and the McKay Drainage Outfall project in WEDA to ensure that the project appropriations correspond to the cash flow. In order to spend down the oldest funds first, expenses for McKay Drainage were paid before expenses for Orchard Parkway. This transfer does not change the appropriations in the WEDA fund but adjusts the appropriations to correspond to the actual payout of the project cash.

- Bridge repairs ($780,000) – On December 18, 2015, City Council authorized a contract not to exceed $780,000 with Signature Underwriters, Inc. for 136th Avenue and 144th Avenue bridge pedestrian railing corrosion repairs. During the quarterly analysis of the North Huron Supplemental Reserve Account, Staff was able to identify a portion of the excess funding in the Reserve account was available for the bridge repairs. These repairs are covered under the IGA and qualify as an allowable use under the Compass loan agreement. Appropriating carryover funds at this time provides the appropriations in the bridge repair project in WEDA in preparation for WEDA to reimburse the city for costs incurred for the bridge repairs. It is anticipated that reimbursements will begin in the first quarter of 2016. If the actual total cost of the repairs is lower than the not to exceed amount, the appropriations will expire and the associated cash will remain at the Compass Bank Trust.

Interest Earnings

The unspent project funds for Orchard Parkway continue to earn interest until spent. Interest earned on project funds for the 3rd and 4th quarter totals $93. The loan agreement specifies that the interest earned on the project funds must be spent on projects in the North Huron URA; therefore, the interest earned in the 3rd and 4th quarter is requested to be appropriated to the Orchard Parkway project to ensure proper tracking for compliance purposes.

Westminster Center Urban Reinvestment Plan Area URA

Carryover

As part of the year end audit work in 2011, the land purchase expense for the former Westminster Mall site, now commonly referred to as Downtown Westminster, was reclassified in the accounting records for WEDA as an asset - Inventory held for resale. The corresponding budget for this purchase was closed out and has been included in the WURP URA restricted fund balance since that time. During 2015, a portion of this land was conveyed to the City by WEDA when the Downtown site was replatted. In order for WEDA's accounting records to reflect this conveyance, the value of the land conveyed to the city for right-of-way and public green space will be reclassified to land purchases expense in the WURP City Participation project. Accordingly, fund balance, or carryover, will need to be appropriated for the budget side of the transaction. For this reason, Staff is requesting appropriation of $10,854,351 of carryover to the WURP City Participation project to bring the accounting records in-line with the action recorded with the replat.

Sales tax increment
In 2015, incremental sales tax receipts in the URA were over the established base sales tax receipts by $72,233. Staff is requesting that the incremental revenue be appropriated to the WURP City Participation project.

Rental income
Although only a few tenants continue to operate at the Mall site during the redevelopment, monthly rents are received from those tenants. There are unappropriated rents totaling $226,545 received in 2015. Therefore, Staff is requesting that the rents be appropriated to the WURP City Participation project to continue to provide services for the tenants and the redevelopment efforts.

Interest Earnings
The unspent project funds in the WURP fund continue to earn interest until spent. Unappropriated interest earned on project funds through December 31, 2015 totals $28,222. Although not restricted for use in the WURP area, Staff is requesting that the interest earned on the unspent project funds be appropriated to the WUPR City Participation project to continue the redevelopment efforts.

The amendments listed in the attached resolution will bring WEDA's accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to City Council's Strategic Plan goals of Dynamic, Diverse Economy and Financially Sustainable Government Providing Excellence in City Services. These goals are met by ensuring revenues are appropriated to expenditure accounts so the funds can be utilized as intended including continued improvements in the North I-25 development area, the Holly Park area and the redevelopment efforts at the Downtown Westminster site.

Respectfully submitted,

Donald M. Tripp
Executive Director

Attachment: WEDA Resolution

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **166** INTRODUCED BY BOARD MEMBERS

SERIES OF 2016 _____

2015 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
BUDGET SUPPLEMENTAL APPROPRIATION

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2015 budget on October 13, 2014; and

WHEREAS, proper notice for this amendment was published on March 24, 2016, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on March 28, 2016, 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 2015 budget; and

WHEREAS, the revenue adjustment consists of an increase of $12,966,483; and

WHEREAS, the expense adjustment consists of an increase of $12,966,483.

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

Section 1. The $12,966,483 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover – No Huron	6800.40020.0183	$(87,323)	$1,784,269	$1,696,946
Interest- North Huron	6800.42520.0183	124	93	217
Interest–Holly Park	6800.42520.0187	0	770	770
Carryover - WURP	6800.40020.0191	86,655	10,854,351	10,941,006
Rents - WURP	6800.40900.0191	192,592	226,545	419,137
Sales Tax increment - WURP	6800.40065.0191	0	72,233	72,233
Interest - WURP	6800.42510.0191	0	28,222	28,222
Total Change to Revenues			$12,966,483	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	68010900.79800.0750	$350,000	$840,990	$1,190,990
Appropriation Holding – Orchard Parkway	81268030997.80400.8888	147,721	163,372	311,093
Appropriation Holding – Bridge repair	81268035999.80400.8888	0	780,000	780,000
Appropriation Holding – Orchard Parkway	81268030997.80400.8888	311,093	(276,617)	34,476
Appropriation Holding – McKay Drainage	80968030953.80400.8888	393,379	276,617	669,996
Appropriation Holding – Holly Park	80568030419.80400.8888	44,222	770	44,992
Appropriation Holding-WURP City Participation	80968005952.80400.8888	2,286,175	11,181,351	13,467,526
Total Change to Expenses			$12,966,483	

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

PASSED AND ADOPTED 28th day of March, 2016.

ATTEST:

_____
Chairperson

_____
Secretary

WEDA Agenda Item # 3 C-E

Agenda Memorandum

Westminster Economic Development Authority
March 28, 2016

SUBJECT: Resolution No. 167 re Lease Agreement with JC Penney Properties, Inc., Public Hearing, and Resolution No. 168 re Westminster Economic Development Authority Budget Supplemental Appropriation to the 2016 budget

Prepared By: Sarah Nurmela, Downtown Westminster Real Estate & Development Manager
John Burke, Downtown Westminster Development & Construction Manager
Jody Andrews, Deputy Executive Director

Recommended WEDA Board Action

1. Adopt resolution No. 167 authorizing the Executive Director to execute an amended and restated lease with JC Penney Properties, Inc. in substantially the same form as attached for the Downtown Westminster JC Penney building premises.
2. Hold a Public Hearing for the Westminster Economic Development Authority on the required budget amendment in the amount of $2,500,000.
3. Adopt Resolution No. 168 authorizing a supplemental appropriation in the amount of $2,500,000 to the 2016 Westminster Economic Development Authority budget.

Summary Statement

- Staff and JC Penney Properties have reached a mutually acceptable amendment to the existing JC Penney lease in the Downtown Westminster project. This lease amendment is vital to the continuation of block-by-block development on the site. The amendment reduces the JC Penney lease area to the building footprint, allowing the City to pursue the development of block B1/C1 and other adjacent blocks.
- Establishing a strong, cohesive presence in the first phase of development in the Downtown is essential to the success of the project and fulfilling the City's vision of becoming the next urban center in Colorado's Front Range. Continued operation of the JC Penney store will provide a significant and well-established retail presence for this first phase.
- JC Penney has been an anchor within the Downtown site since 1986. The store has a dedicated patronage and long history within the community.
- As the City and WEDA implement the City's vision for a true downtown, transitioning the suburban retail format of the JC Penney building requires amendment to the existing ground lease that encompasses almost 11 acres of primarily surface parking over five blocks, as shown in **Attachment A**.
- Staff has reached agreement with JC Penney Properties, Inc. on the terms for an amended and restated lease, as attached in **Attachment B**.
- Both parties will contribute financial resources to meet the terms of the agreement. In addition to the approximately $670,000 surrender payment WEDA paid JC Penney for the release of Westminster Boulevard right-of-way in 2015, WEDA will make a payment of $2,500,000 to JC Penney and construct common area facilities and signage. JC Penney will in turn invest $3,170,000 in building and store improvements.
- WEDA's commitment to related expenses include constructing common area facilities including the "sky bridge" to the C-2 parking garage and necessary building modifications, two common area

entrances on the west and east building faces at such time as the building is wrapped, and construction and other signage. These additional costs will be brought to the WEDA Board for authorization once the exact costs and timing have been determined.

- Additional terms of the lease agreement establish the lease term, rent rate, options for repurchase by WEDA, events of default, and additional obligations for both parties.
- WEDA Board action is requested to authorize a supplemental appropriation to appropriate transfer revenue of $2,500,000 from the City of Westminster General Capital Improvement Fund to fund this payment.

Expenditure Required: Anticipated expenditure of $2,500,000 for surrender payment for demised premises.

Source of Funds: General Capital Improvement Fund –Westminster Economic Development Authority City Participation project

Policy Issue

Should WEDA enter into an amended and restated lease agreement with JC Penney Properties, Inc. and commit financial assistance toward JC Penney building improvements and common area facilities?

Alternatives

The Board could choose to not amend the existing lease with JC Penney Properties, Inc. This alternative is not recommended, since the existing ground lease area encompasses 10.8 acres of land in a key location in the Downtown site, including all or portions of blocks A-1, B-1/C-1, B-2 and C-2. The entire B-1/C-1 block is encompassed by the existing ground lease. The block is the subject of a Development Agreement with Sherman Associates for, which requires WEDA to obtain possession of the land for sale to Sherman Associates. Failure to gain control of the B-1/C-1 block is an event of default of the agreement and will inhibit development of the B-1/C-1 project, significantly impacting other planned projects within the first phase. The inability to obtain control of the remainder of the ground lease area outside of the JC Penney building footprint would directly impact the ability to develop projects on the A-1 and B-2 sites.

The Board could choose to instruct Staff to try to negotiate alternative terms to the lease agreement with JC Penney. This alternative is not recommended as Staff believes that the lease terms reached with JC Penney are beneficial to both parties, achieving the best value and outcome possible for transitioning a suburban mall anchor building into the City's downtown urban context. Additionally, further delaying the lease agreement will impact WEDA significantly. WEDA is obligated as part of the Development Agreement with Sherman Associates to complete a Purchase and Sale Agreement on the B-1/C-1 block by May 1, 2016.

The Board could choose not to appropriate transfer revenue of $2,500,000. This alternative is not recommended as funding for this payment to JC Penney is available in the Phase I Public Improvements project in the City's General Capital Improvement Fund (GCIF). Over the last few years, funds have been appropriated in the City's GCIF in anticipation of this type of expenditure related to the Phase I Public Improvements in the Downtown. Not knowing whether WEDA or the City would be the party making the actual payment, it was determined that the funding would reside in the GCIF until needed. At this time, it is necessary for the funds to be transferred to WEDA to provide sufficient budget for the JC Penney payment. For this reason, Staff recommends authorizing the attached resolution to amend the 2016 budget.

Background Information

The repositioning of the Westminster Mall into a vibrant, authentic downtown has been a primary goal for the City since 2008. The Westminster Economic Development Authority (WEDA) purchased the majority of the mall site in 2011, providing site control and an opportunity to reshape the remaining development on site. The majority of the mall structure was demolished by 2012, excluding the JC Penney, US Bank, and Olive Garden buildings, all of which remain under separate ground leases with WEDA. The current ground lease with JC Penney comprises approximately 10.8 acres, encompassing the existing building, parking area, and landscaped setback along 88th Avenue, as shown in **Attachment A**. A portion of the original lease area (approximately 1.5 acres) was purchased by WEDA in 2015 to accommodate construction of Westminster Boulevard.

JC Penney was part of the Westminster Mall, and has long been an active and successful anchor on the Downtown site. The Downtown JC Penney store has established a dedicated and loyal patronage that has continued to support the store's success through the mall downturn, demolition, and current on-site construction. In fact, the Downtown store is one of the strongest performing JC Penney stores in the state. The store's success and presence not only benefit the City economically, but more importantly, provide a well-established retail anchor as part of the first phase of development of Downtown. As such, the City has worked diligently to ensure that the Downtown store remains successful and continues to thrive throughout the build-out of the City's new downtown.

Negotiations towards a lease amendment between WEDA and JC Penney Properties, Inc. began in 2014, with a focus on addressing the shift from retail mall to an urban, mixed-use downtown. Key terms addressed by the amended lease agreement reflect this shift, including reduction of ground area to accommodate intensification of the site; replacement of surface parking with structured parking; and building and store improvements to fortify continued successful operation of the Downtown store. Additional terms of the agreement provide both parties with assurances of high quality build-out and operation of the Downtown site and the JC Penney store.

Initial terms of the amended lease were established in a signed mutual Letter of Intent between WEDA and JC Penney in September of 2015, leading into development of the final terms of the agreement as summarized below.

Lease Term and Rent Rate

- The initial term of the lease will be 15 years, with three successive options for renewal for five-year terms (total of 30 years).
- The lease rent rate for the first 15 years will be $1.00 per year. The lease rent rate will rise to $500,000 per year from year 16 to 30.
- In addition to the fixed rent rate, JC Penney will pay WEDA 3.0% of retail sales above specific breakpoints: $15,000,000 of retail sales within the first 15 years and $16,667,000 from year 16 to 30.

Lease Assignment and Go-Dark Provisions

- WEDA will have the right of repurchase upon each notice of lease assignment and each notice of discontinuance ("going dark") by JC Penney.
- WEDA will have 90 days to exercise the right of repurchase upon the receipt of a notice of assignment.
- WEDA will have 120 days to exercise the right of repurchase upon the receipt of the notice of discontinuance.
- The purchase price will be calculated using an existing base value of $3,830,000, application of the Consumer Price Index, and depreciation based on the decreasing lease term.

Lease Area Surrender

- The existing 10.8-acre lease area will be reduced to the 2.2-acre building footprint and loading area. This will allow WEDA to regain control of surrounding land area for new development, including the Sherman Associates project on block B-1/C-1, future development on a portion of block A-1, and a development wrap around the JC Penney building on block B-2. Recapture of the land area will also allow dedication and development of a portion of the South Park.
- In addition to the approximately $670,000 already paid and approved by the WEDA Board to JC Penney for the release of the Westminster Boulevard right-of-way, WEDA will pay $2,500,000 as a Surrender Payment toward the demised premises.

WEDA Commitments

<u>Parking</u>

- WEDA will replace the existing JC Penney surface parking with access to the C-2 public parking garage. The agreement ensures that the garage will accommodate 660 non-exclusive parking spaces that can be utilized by JC Penney patrons and employees.
- JC Penney will have access to all other public parking facilities, including on-street parking, the block A-1 and B-2 temporary surface parking lots, and block B-1/C-1.
- JC Penney will have access and parking rights on block B-1/C-1 until January 2, 2017.

<u>Common Facilities and Public Improvements</u>

- WEDA will construct, maintain and operate common facilities including entranceways through the B-2 development wrap into the JC Penney building and a "sky bridge" connecting the C-2 parking garage

third level parking deck to the second level of the JC Penney store. Funding for the "sky bridge" will be included as part of the C-2 parking structure construction contract. Construction of the common entranceways will be included in the development agreements or construction contracts for the development of the wrap building around the JC Penney store.

- WEDA will construct, maintain and operate public improvements including streets and alleys that will service the JC Penney building, the C-2 parking garage, and temporary surface parking located on blocks A-1 and B-2, all of which are not exclusive to JC Penney and will be accessible to the public.

Signage

WEDA will provide the following signage:

- Temporary construction signage at 88th Avenue at Westminster Boulevard and Eaton Street.
- JC Penney signage on the C-2 garage facing onto US 36.
- Directional signage within the C-2 parking garage to the store.
- Signage at the existing building entrances or entranceways of the future wrap building.

Elimination of Blight

- WEDA will agree to certify to JC Penney that any condition of blight related to the JC Penney parcel and block C-2 have been eliminated upon the effective date of the amended lease agreement.

JC Penney Commitments

- JC Penney will release approximately 8.6 acres of the ground lease area, allowing WEDA to sell and develop adjacent land and a building wrap on the west and north sides of the building.
- JC Penney agrees to the rent rate and profit share above the breakpoint sales levels stated above as well as WEDA's right to repurchase and the purchase price valuation.
- Within three years of the effective date of the lease, JC Penney will expend a minimum of $3,170,000 on improvements to the store, including addition of a Sephora, new fixtures and equipment, building repair, furnishings, finishes, and sales floor upgrades.
- JC Penney will be subject to an operating covenant that requires continual operation of a JC Penney store for 10 years. The covenant will expire earlier if all tenant improvements as described above are completed.
- JC Penney will continue to pay monthly Common Area Maintenance (CAM) charges of $9,200 until December 31st of the year in which the Effective Date of the General Improvement District (GID) occurs. Beginning with January 1 of the following year, JC Penney will pay the property tax attributable to the property for the GID.

Events of Default

- Events of default include failure to pay rent or to perform any of the provisions of the lease. Timelines and measures to cure any default are outlined in the lease.
- Specific events of default that are incapable of being cured are also addressed and include, but are not limited to, failure or refusal to submit the JC Penney premises to the GID, or failure to expend or complete construction of required building or store improvements. These events of default may be the basis for a termination or forfeiture of the lease.

This agreement was reviewed in detail with City Council and the WEDA Executive Board on March 21, 2016, and Staff was directed to bring this back for official action at tonight's meeting.

Over the last few years, funds have been appropriated in the City's GCIF in anticipation of this type of expenditure related to the Phase I Public Improvements in the Downtown area. Not knowing whether WEDA or the City would be the party making the actual payment, it was determined that the funding would reside in the GCIF until needed. At this time, it is necessary for the funds to be transferred to WEDA to provide sufficient budget for the JC Penney payment. While the total appropriations in the GCIF will not change, the First Quarter

2016 supplemental appropriation for the City will include an item that moves $2,500,000 from the Phase I Public Improvements project to Transfers to WEDA and request authorization to transfer the funds.

As summarized above, the amended lease agreement emphasizes and supports continued operation of the JC Penney store within the new Downtown site. As a long-standing anchor store in the community, JC Penney's presence in the Downtown will provide a connection to the past and present as new development occurs over the next several years. The anchor store will also support and complement new retail uses as they develop, further underlining Downtown Westminster as a community destination. Finally, this amendment to the JC Penney lease supports the City Council's Strategic Plan goals of V*ibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City;* and *Dynamic, Diverse Economy.*

Respectfully submitted,

Donald M. Tripp
Executive Director

Attachments: Resolution No. 167
Resolution No. 168
Attachment A – JC Penney Existing and Amended Lease Area
Attachment B – Amended and Restated Lease with JC Penney Properties, Inc.

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **167** INTRODUCED BY BOARD MEMBERS

SERIES OF 2016 _____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED LEASE AGREEMENT WITH J. C. PENNEY PROPERTIES, INC.

WHEREAS, the Authority is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City, all under and pursuant to Part I of Article 25 of Title 31, C.R.S.

NOW, THEREFORE, the Board of Commissioners of the Westminster Economic Development Authority resolves that:

1. The Executive Director is hereby authorized to enter into an amended lease agreement with J. C. Penney Properties, Inc., in substantially the same form as Exhibit A, attach hereto and incorporated herein by reference.

PASSED AND ADOPTED this 28th day of March, 2016.

_____
Chairperson

ATTEST:

_____
Secretary

APPROVED AS TO LEGAL FORM:

_____
Attorney for Authority

Attachment A
JC Penney Existing and Amended Lease Areas

AMENDED AND RESTATED LEASE COVERING PREMISES AT 5453 W. 88TH AVENUE, WESTMINSTER, COLORADO 80031

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

Landlord,

TO

J. C. PENNEY PROPERTIES, INC.,

Tenant.

STORE 2160

AMENDED AND RESTATED LEASE COVERING PREMISES AT 5453 W. 88TH AVENUE, WESTMINSTER, COLORADO 80031

Amended and Restated LEASE, dated as of_____, 2016 (the "**Effective Date**"), between WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, having an address of 4800 West 92nd Ave., Westminster, CO 80031 ("**Landlord**"), and J. C. PENNEY PROPERTIES, INC., a Delaware corporation, having an address at 6501 Legacy Drive, Plano, TX 75024 Attn: Real Estate Counsel ("**Tenant**").

THE PARTIES HERETO DO HEREBY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

INTRODUCTORY PROVISIONS

Section 1.1 Definitions.

A. The following terms for purposes of this lease shall have the meanings hereinafter specified:

(a) "**Adjacent Property**" shall mean tract or tracts of land consisting of Block B-1; Block C-1; Block B-2, other than the Tenant Premises and Public Improvements; and Block C-2, other than the C-2 Parking Deck, and shown and depicted on Exhibit B hereto with the improvements erected and/or to be erected thereon.

(b) "**Common Facilities**" shall mean (i) the north and west entranceways to the perimeter of Tenant's Store Building, which may be enclosed; (ii) the Sky Bridge, and (iii) until dedicated to the public: the C-2 Parking Deck, the street level entranceway to Tenant's Store Building from the C-2 Parking Deck, and the parking area directly south of Tenant's Store Building all of which will be initially constructed by or on behalf of Landlord without cost to Tenant upon

land owned by Landlord or City or upon land subject to permanent easement or dedication for the purposes of such Common Facilities. **Common Facilities** shall also include such other improvements and facilities that Landlord and Tenant may mutually agree in writing to add as Common Facilities in the future.

(c) "**Common Facilities Maintenance Charge**" shall mean the charge imposed on Tenant by the section of this lease captioned "Common Facilities Maintenance Charge".

(d) "**Condemnation**" shall mean a taking of all or part of the Tenant Premises, or any interest therein or right accruing thereto (including Tenant's interest in this lease), in one or more proceedings by the public authorities exercising the right of condemnation or eminent domain, or one or more conveyances to any public authority which has the power of condemnation or eminent domain and has threatened to exercise such power with respect to the property or interest conveyed.

(f) "**Downtown Westminster**" shall mean the Downtown Westminster redevelopment project located approximately to the northwest of 88th Avenue and Sheridan Boulevard in the City being developed in accordance with the Downtown Plan.

(e) "**Floor Area**" shall mean, with respect to a building or structure, the number of square feet of floor area at each level or story (including mezzanines, basements, and floor area occupied for storage) lying within the exterior faces of exterior walls (except party walls as to which the center line, not the exterior faces, shall be used for measurement purposes) excluding, however, (i) penthouse or other physically separated areas used exclusively for mechanical, electrical, telephone or other operating equipment, (ii) patio or outside selling areas which are not heated or air-conditioned, (iii) loading docks which are not heated or air

conditioned, (iv) fire exit corridors serving more than one Occupant and (v) the upper levels of multideck stock areas.

(f) "**Institutional Lender**" shall mean a savings bank, a savings and loan association, a commercial bank or trust company, an insurance company, a private four-year college or university, a welfare, pension or retirement fund or system of a state or municipality or of a corporation whose shares are listed on the New York Stock Exchange, or a real estate investment trust whose shares are listed on the New York Stock Exchange; provided, in each case, such entity is subject to the jurisdiction of the courts of the state where the Tenant's Premises are located.

(g) "**Landlord**" shall mean and include, at any given time and subject to the provisions of the section hereof captioned "Transfer of Landlord's Interest", Landlord herein named and each successor to or assignee of any interest of Landlord herein named under this lease.

(h) "**Landlord's Parcel**" shall mean that part of the Adjacent Property owned by Landlord as of the Effective Date and located outside the boundaries of Tenant's Parcel.

(i) "**Lease Year**" shall mean a period of time conforming to the following: The first "Lease Year" of the term of this lease shall mean the period beginning on the date of this Lease and ending 12 months after the first day of the first month following such date unless such date is the first day of a month, in which case the first Lease Year shall terminate on the date 12 months after such date, the second Lease Year of the term of this lease shall commence on the day following the last day of the first Lease. Year and end 12 months thereafter; and succeeding Lease Years during the term of this lease shall commence and end on dates corresponding to those on which the second Lease Year begins and ends.

(j) "**Mortgage**" shall mean an indenture of mortgage, a deed of trust to a trustee, or any other instrument in the nature thereof creating a lien on or other security interest. A Mortgage shall be deemed to include, to the extent applicable, a sale and leaseback transaction or a lease and sublease back transaction. "**Mortgagee**" means a mortgagee, beneficiary or other financing entity or lender under a Mortgage

(k) "**Occupant**" shall mean any one entitled by ownership, lease, or other written agreement to use and occupy Floor Area within the Adjacent Property or Tenant's Premises, including, without limitation, the parties hereto.

(l) "**Penney**" shall mean J. C. Penney Company, Inc., a Delaware corporation, of which Tenant herein named is a wholly owned subsidiary.

(m) "**Penney Properties**" shall mean J. C. Penney Properties, Inc. in whose name this lease has been signed.

(n) "**Permittee**" shall mean any Occupant and its officers, directors, employees, agents, partners, contractors, customers, visitors, and invitees.

(o) "**Public Improvements**" shall mean (i) the C-2 Parking Deck**;** (ii) the parking area directly south of Tenant's Store Building, (iii) the east-west oriented alley between Blocks B-2 and C-2 to the north and Blocks B-1 and C-1 to the south, and (iv) the north-south oriented alley between Blocks B-2 and C-2, all of which will be initially constructed by the City without cost to Tenant upon land owned by the Landlord or City or upon land subject to permanent easement or dedication for the purposes of such Public Improvements. This list of Public Improvements is not exhaustive of the public improvements to be constructed in Downtown Westminster.

(p) **"Related Corporation**" shall mean a corporation, partnership, or other business entity, which, directly or indirectly, controls, is controlled by, or is under

common control with, another corporation, partnership, or other business entity. If more than 50 per cent of the voting stock of a corporation shall be owned by another corporation or by a partnership or other business entity, the corporation whose stock is so owned shall be deemed to be controlled by the corporation, partnership, or business entity owning such stock.

(q) "**Successor Corporation**" shall mean a corporation or other business entity into or with which another corporation or other business entity shall be merged or consolidated or to which all or substantially all of the assets of such other corporation or other business entity shall be transferred.

(r) "**Tenant**" shall mean and include, at any given time, subject to the provisions of paragraph B of Section hereof captioned "Subletting and Assigning by Tenant" and paragraph B of Section hereof captioned "Rights of Leasehold Mortgagees and Subtenants", Penney Properties and any person, firm, corporation or other legal entity to whom or to which Tenant's interest in this lease shall be assigned pursuant to the terms of this lease.

(s) "**Tenant's Parcel**" shall mean the tract or tracts of land demised to Tenant hereunder as described in Exhibit A hereto, including the loading dock serving the Tenant's Store Building.

(t) "**Tenant's Premises**" shall mean Tenant's Parcel together with Tenant's Store Building and other improvements located on Tenant's Parcel.

(u) "**Tenant Premises Wrap Parcel**" shall mean a portion of Block B-2 as depicted on Exhibit B hereto with the improvements erected and/or to be erected thereon.

(v) "**Tenant's Store Building**" shall mean the existing retail store building located on Tenant's Parcel at the location shown therefor on Exhibit B, as it may be repaired, replaced or re-constructed in the future within Tenant's Parcel.

(w) "**Unavoidable Delays**" shall mean delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees of either party hereto), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body, lightning, earthquake, fire, storm, hurricane, flood, washout, explosion, act of God or any cause whatsoever beyond the reasonable control of either party hereto whether or not similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond the control of either party.

(x) "**Existing Lease**" shall mean that certain Indenture of Lease dated as of February 13, 1986, by and between Westminster Mall Company, as Landlord's predecessor in interest, and Tenant, concerning Tenant's Parcel and other land and improvements, collectively described therein as the "Demised Premises", as the same has been supplemented and amended by the following: Term Agreement dated June 18, 1993; Letter dated February 6, 2015 and Lease Amendment Agreement dated August 10, 2015.

(y) "**WEDA**" shall mean Westminster Economic Development Authority

B. The term "**Net Retail Sales**" wherever used in this lease shall have the meaning specified in the Rent Rider hereto.

C. Each of the following additional terms shall as respects the article or section(s) of this lease referred to in the clause of this lease defining such term, or wherever used in this lease if the definition of such term is not restricted to a particular part of this lease, have the meaning specified or attributed to such term in the section (or section and paragraph thereof) set forth below opposite such term:

Term	Section (or Section and Paragraph) Where Defined
B-1/C-1 Project	6.1B
Building Envelopes	6.1A
C-2 Parking Deck	10.3A
CAM Reimbursement	4.3A
City	10.1D
Commencement Date	2.2
Development Agreement	6.1B
Downtown Plan	5.1(d)
Eligible Fee Mortgagor	9.3A(b)
Fee Mortgage	9.3A(a)
Fee Mortgagee	9.3A(c)
GID	4.3B
GID Effective Date	4.3B
Improvements	10.7
Initial Term	2.2
Leasehold Estate	9.2A(a)
Leasehold Mortgage	9.2A(c)
Leasehold Mortgagee	9.2A(d)
Notice of Discontinuance	9.1A
Off-Site Improvements	5.1(d)
Operating Covenant	8.1A
Partial Release	2.4
Period of Tenant's Tax Responsibility	5.1(e)
Prohibited Uses	6.1A
Purchase Price	9.1A
Real Estate Taxes	5.1(a)
Real Estate Taxes Applicable to Tenant's Premises	5.1(c)
Sky Bridge	10.3C
Special Assessments for Off-Site Improvements	5.1(d)
Sublease	9.2A(e)
Subleasehold Estate	9.2A(b)
Subtenant	9.2A(f)
Sum A	9.1A
Sum B	9.1A
Surrender Parcel	2.4
Surrender Payment	2.4
Temporary Parking Area	10.3
Tenant's Premises Expenditure Improvements	2.4
Title Company	2.4
Trustee	11.3C
Wrap Project	6.1B

Section 1.2 Interpretation.

For purposes of interpreting provisions of this lease the following shall apply:

(a) The words “term of this lease”, “the term hereof”, or words of like import shall be deemed to refer to the Initial Term of this lease provided for in Section 2.2 hereof captioned “Term” together with any extension or renewal thereof which shall become effective pursuant to the provisions of this lease or by reason of the exercise of an option or right granted hereunder.

(b) Any and all notes and statements appearing on Exhibit B hereto are part of this lease. Such notes and statements shall be deemed to constitute covenants.

(c) Words and phrases used in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender.

(d) Captions throughout this lease and the index are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this lease.

Section 1.3 Rent Rider and Exhibits to Lease.

Attached to this lease and hereby made a part hereof are the following, which for the purpose of identification have been initialed by the parties hereto or their attorneys:

(a) Intentionally Omitted.

(b) RENT RIDER - a statement of the rent which is to be paid by Tenant together with provisions pertaining to the payment of such rent.

(c) EXHIBIT A - description of the Tenant’s Parcel.

(d) EXHIBIT B - a plot plan of the Adjacent Property and Tenant’s Store Building showing the location of Tenant’s Store Building, Common Facilities, and Tenant Premises Wrap Parcel to be constructed on the Adjacent Property.

(e) Intentionally deleted.

(f) EXHIBIT D – Sign Renderings

(g) EXHIBIT E – Prohibited Uses

(h) EXHIBIT F - parking and road closure designations.

(I) EXHIBIT G - Preliminary C-2 Parking Deck Design

ARTICLE II

PREMISES AND TERM

Section 2.1 Premises.

For the consideration and upon and subject to the covenants, agreements, terms and conditions herein set forth, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, Tenant's Parcel for the term hereinafter stated, and Landlord hereby grants to Tenant for such term:

(a) a non-exclusive easement, right and privilege for it and its Permittees and the Permittees of any subtenant, concessionaire or licensee of Tenant, to use without charge the Common Facilities in common with Landlord, other Occupants and their Permittees;

(b) an exclusive easement, right and privilege to use all utility and sewer lines and installations, if any, which (i) are situated within Downtown Westminster and (ii) serve improvements on Tenant's Parcel exclusive of improvements located elsewhere within Downtown Westminster; and

(c) such other easements, rights and privileges as may be granted to Tenant in and by this lease; reserving, however, to Landlord a non-exclusive easement, right and privilege for it and its Permittees and the Permittees of any tenant, subtenant, concessionaire or licensee of Landlord, to use the sidewalks and any other Common Facilities located within Tenant's Parcel in common with Tenant and other Occupants and their Permittees.

Section 2.2 Term.

Tenant shall have and hold Tenant's Parcel, together with any and all appurtenances belonging or appertaining thereto, and the easements, rights and privileges herein granted to Tenant, for a term

("**Initial Term**") commencing on the Effective Date (the "**Commencement Date**") and continuing thereafter through and including the date fifteen (15) years from the first day of the first month immediately following such Commencement Date, unless the term of this lease is earlier terminated as hereinafter provided.

Section 2.3 Options to Extend.

Tenant shall have three (3) successive options to extend the term of this lease, each for a separate additional period of five (5) years, from the date upon which such term would otherwise expire upon the same terms and conditions (including rent) as those herein specified, except as otherwise expressly provided herein. If Tenant elects to exercise any of said options, it shall do so by giving Landlord notice of such election at least twelve (12) months before the beginning of the additional period for which the term hereof is to be extended by the exercise of such option; provided, however, that if Tenant shall fail to give any such notice within such 12 month time limit, Tenant's right to exercise its option shall nevertheless continue until 60 days after Landlord shall have given Tenant notice of Tenant's failure to elect such option, and Tenant may exercise such option at any time until the expiration of said 60-day period, but in no event later than the last day of the then current term of the lease. It is the intention of the parties to avoid forfeiture of Tenant's rights to extend the term of this lease under any of the options set forth in this article through inadvertent failure to give notice thereof within the time limits prescribed. If Tenant gives such notice, the term of this lease shall be automatically extended for the additional period of five (5) years covered by the option so exercised without execution of an extension or renewal.

Section 2.4 Delivery of Tenant's Premises; Partial Surrender of Demised Premises.

Landlord and Tenant acknowledge and agree that Tenant is currently in possession of Tenant's Premises pursuant to the Existing Lease. For the avoidance of doubt, Landlord and Tenant acknowledge and agree that as of the Effective Date, the Existing Lease is amended and restated in its entirety by virtue of this lease and is superseded in its entirety by this lease. Accordingly, as of the Effective Date, Tenant hereby surrenders to Landlord that portion of the Demised Premises (as such term is used in the Existing Lease) located outside the boundaries of Tenant's Parcel together with all improvements thereon (the

"**Surrender Parcel**"), and Landlord accepts the same in its current AS IS, WHERE IS condition, with all faults, and releases Tenant from any responsibility for the condition thereof.

As consideration for such surrender, on or before three business days after (i) Tenant signs and delivers this lease; and (ii) Tenant signs and delivers to Landlord a quit claim deed or other applicable documentation acceptable to the Title Company, in recordable form, quit claiming any interest in the Surrender Parcel; and (ii) Tenant delivers a Request for Partial Release (collectively if more than one, the "**Partial Release**") of the Surrender Parcel from each Mortgagee whose Mortgage encumbers the Surrender Parcel; and (iv) Tenant delivers its wire instructions to Landlord, Landlord hereby agrees to deliver to Tenant the amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "**Surrender Payment**"). Landlord and Tenant acknowledge that the Surrender Payment was calculated using a certain valuation of the Demised Premises; however, that valuation is for the purposes of this partial surrender provision only, and will not be binding upon the parties in any subsequent condemnation or litigation proceedings or in any subsequent appraisal valuation pursuant to the Section of this lease entitled "Subletting and Assigning by Tenant; Right of Landlord to Purchase Tenant's Premises". If Tenant elects upon notice to Landlord, the delivery of this lease, the quit claim deed, the Partial Release and the Surrender Payment may be delivered in escrow to First American Heritage Title Company (the "**Title Company**"). Landlord will pay the recording fee for the quit claim deed, Tenant will pay the release fees incident to the Partial Release, Landlord and Tenant will share equally any escrow fee of First American Heritage Title Company, and Landlord will pay the premium for any title insurance policy issued in connection with the Surrender Parcel.

The Surrender Payment will be forwarded to J. C. Penney Corporation, Inc., Controllers Shared Services, Building A, Floor 3, Attn: Nancy Reed, Mailstop 1318, 6501 Legacy Drive, Plano, Texas 75024 if paid by check (also, please note on check name of Shopping Center, JCPenney Store #2160 and nature of payment) or if Landlord pays by wire transfer instead of a check then Landlord shall wire the funds pursuant to wire instructions to be provided by Tenant. If such money is wire transferred then simultaneously therewith Landlord shall telephone Nancy Reed at 972-431-1346 of the placement of the

wire transfer, together with the Federal Reference Number. In the event Landlord shall not have paid Tenant such amount within the time frame set forth herein, Tenant, in addition to any other rights and remedies Tenant may have available at law or in equity, shall have the right (without risk of forfeiture) to deduct such amount plus interest thereon at the highest interest rate permitted under applicable law, from the date due until paid to, or recouped by, Tenant, from all rents and other charges then due or thereafter coming due under the Lease, and irrespective of who may own or have an interest in the Tenant's Premises at the time such deduction(s) are made.

Section 2.5 Tenant's Premises Expenditure Improvements.

Within three (3) years of the Effective Date, Tenant will expend a minimum of Three Million One Hundred Seventy Thousand Dollars ($3,170,000.00) on improvements to the Tenant's Premises (the "**Tenant's Premises Expenditure Improvements**"), which will include the addition of a Sephora Inside JC Penney and may also include but are not limited to the following: fixtures and equipment, furnishings, finishes, and sales floor upgrades. Tenant will provide Landlord with reasonable evidence of its expenditures for the Tenant's Premises Expenditure Improvements, which evidence may consist of a certificate from Tenant's independent third party architect confirming such amount.

Section 2.6 Continued Possession of Tenant.

If Tenant continues to occupy Tenant's Premises after the last day of the term hereof and Landlord elects to accept rent thereafter, a monthly tenancy terminable by either party on not less than one month's notice shall be created, which shall be upon the same terms and conditions, including rent, as those herein specified which are in effect immediately prior to the termination of such term.

Section 2.7 Title to Improvements.

The ownership and title to Tenant's Store Building and to all other improvements erected by or for Tenant on Tenant's Parcel under the provisions of this lease and to all alterations, changes, improvements and additions to such building and improvements shall be and remain in Tenant during and throughout the term of this lease.

Section 2.8 Surrender.

Tenant shall on the last day of the term of this lease or on the date of any earlier termination of this lease pursuant to the terms hereof, quit and surrender Tenant's Parcel, Tenant's Store Building and any other building, structure, improvements, alterations, additions and building equipment which may on that day be on Tenant's Parcel (other than trade fixtures and equipment and other personal property which Tenant shall have the right to remove under the provisions of the Section hereof captioned "Alterations; Installation and Removal of Equipment"), all of which shall on that day (and not before) become the property of Landlord, free and clear of any liens or encumbrances created by Tenant.

ARTICLE III

TITLE AND QUIET POSSESSION

Section 3.1 Covenant of Title.

Landlord represents and warrants that:

(a) Landlord has full right and lawful authority to enter into and perform Landlord's obligations under this lease for the full term hereof and has good and marketable title in fee simple to Tenant's Parcel, free and clear of all contracts, leases, tenancies, agreements, easements, restrictions upon use or occupancy or other restrictions, violations, Mortgages and other liens, encumbrances or exceptions to title of any nature whatsoever that would prohibit the intended exercise or use of the rights, powers, options and easements granted to Tenant as provided for in this lease. Landlord represents and warrants that the Existing Lease has not been assigned by Landlord, nor have the rentals payable under the Existing Lease been assigned. Landlord further covenants and warrants that no consents of any nature whatsoever are required for Landlord to enter into this lease or for this lease to be enforceable against Landlord or any successor Landlord.

(b) Intentionally Deleted;

(c) Tenant's Parcel is zoned in conformity with applicable laws in a manner whereby it may be used for the purposes of the operation of a retail department store on Tenant's Parcel;

(d) the operation of Tenant's Store Building in accordance with the provisions of this lease will not violate any presently existing laws, ordinances, orders, rules or regulations of any governmental authority, agency or instrumentality having jurisdiction over Downtown Westminster; and

(e) all access roads shown on Exhibit B hereto as leading from Tenant's Parcel to public streets afford legal access to the public right-of-way of such streets.

Landlord also warrants and covenants that this lease is not and shall not be subject or subordinate to any Mortgage created by Landlord.

Tenant warrants and represents that the Existing Lease has not been assigned by Tenant (other than partial assignments as permitted by this lease to licensees and concessionaires). Tenant further covenants and warrants that Tenant has full right and lawful authority to enter into this lease and to perform Tenant's obligations under this lease for its term and all extensions thereto, if any, and that no consents of any nature whatsoever are required for Tenant to enter into this lease or for this lease to be enforceable against Tenant, any successor Tenant or any Mortgagee claiming under a Mortgage created by Tenant, other than the Partial Release.

Section 3.2 <u>Covenant of Quiet Enjoyment</u>.

Landlord further covenants that if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of (i) Tenant's Parcel and all appurtenances appertaining thereto and (ii) the exclusive and non-exclusive easements, rights and privileges herein granted to Tenant with respect to the Common Facilities outside Tenant's Parcel.

ARTICLE IV

RENT AND OTHER CHARGES

Section 4.1 Rent.

Tenant shall pay Landlord the rent provided for on the Rent Rider hereto.

Section 4.2 Apportionment of Annual Charges.

If under the terms of this lease any charges other than rent shall be payable to Landlord for a first Lease Year which is longer than 365 days (or 366 days if such year includes the date "February 29") or for any fractional Lease Year, the amount payable for such first Lease Year or fractional Lease Year shall be adjusted by multiplying the amount of the Lease Year payment by a fraction having as its numerator the number of days in such first Lease Year or fractional Lease Year and having as its denominator the number "365" (or "366" if such first Lease Year or fractional Lease Year includes the date "February 29"), and the amount so arrived at shall be the amount payable for such first Lease Year or fractional Lease Year, as the case may be.

Section 4.3 Common Facilities Maintenance Charge/GID.

A. So long as Landlord shall operate and maintain the Common Facilities in accordance with the provisions of the Section hereof captioned "Maintenance of Common Facilities" and so long as Landlord shall provide the temporary parking required to be provided by Landlord prior to the completion of construction of the C-2 Parking Deck, Tenant shall reimburse Landlord for a share of the costs so incurred by Landlord during the term of this lease by paying to Landlord the sum of Nine Thousand, Two Hundred Dollars ($9,200) per month (the "**CAM Reimbursement**") beginning on the first day of the month following the Effective Date and continuing on the first day of each month during the term until the GID Effective Date.

B. The City of Westminster Downtown General Improvement District (the "**GID**" has been established which includes an applicable mill levy of no more than 50 mills per year attributable to the GID. Tenant agrees to participate in the GID during the term hereof at no cost to Tenant, save and except the taxes levied pursuant thereto. Tenant further agrees to sign any reasonable petition or similar legal document required to evidence its agreement to subject the Tenant's Premises to the GID within 30 days following request by Landlord. Landlord shall provide notice to Tenant of the tax year for which the GID

taxes will become effective (the "**GID Effective Date**"). Tenant shall continue to pay the CAM Reimbursement through December 31st of the year in which the GID Effective Date occurs (and Landlord will continue to pay the operating expenses, including the GID covered operating expenses, as applicable for such period), and then on January 1 of the following year, in lieu of the CAM Reimbursement, Tenant will instead pay the property tax levy attributable to the Tenant Premises for the GID.

F. Anything herein to the contrary notwithstanding, the CAM Reimbursement amount payable by Tenant under the provisions of paragraph A for any period of time shall abate proportionally with any abatement which may occur in the fixed rent payable by Tenant hereunder with respect to such period.

Section 4.4 Utility Charges.

Tenant shall during the term of this lease pay, before the same becomes delinquent, all charges for gas, electricity, water, sewer and other utilities furnished, used or consumed in Tenant's Store Building. Tenant shall contract for same in Tenant's name, except at the request of Tenant, Landlord agrees to join in any application or take such other steps as may be necessary to enable Tenant to obtain utilities, but without creating any payment obligation for Landlord. Landlord shall pay before the same become delinquent all charges for gas, electricity, water, sewer and other utilities furnished, used or consumed by Landlord in the construction and installation or work, if any, required to be done by Landlord on Tenant's Parcel pursuant to this lease, and any utilities required for the maintenance of the Common Facilities.

ARTICLE V

TAXES

Section 5.1 Definitions Respecting Real Estate Taxes.

For purposes of this article in determining the amount of real estate taxes to be paid by Landlord and Tenant for any tax fiscal year as hereinafter provided, the following terms shall have the meanings hereinafter specified:

(a) "**Real Estate Taxes**" shall mean and include all real estate taxes and all assessments for public improvements or benefits whether general or special, or ordinary or extraordinary, unforeseen as well as foreseen (except as otherwise may be provided for in this Article V) which shall be assessed or levied against or upon Tenant's Parcel and the improvements thereon (including Tenant's Store Building); provided, however, with respect to any assessment levied against or upon Tenant's Parcel and the improvements thereon and which under the laws then in force may be paid in annual installments, there shall be included within the definition "real estate taxes" with respect to any tax fiscal year only the current annual installment for such tax fiscal year. The term "Real Estate Taxes" shall not include or be deemed to include any income, gross income, franchise, personal property, devolution, estate, inheritance or gift taxes which may at any time be levied or assessed against or become a lien upon Tenant's Parcel and the improvements thereon, the property of which Tenant's Parcel and the improvements thereon are a part or the rents payable hereunder (except as hereinafter set out). If at any time during the term any taxes are levied or assessed against Landlord on the rent payable hereunder (or on Landlord's right to receive such rent) in substitution in whole or in part for real estate taxes, Tenant covenants to pay and discharge such tax if and to the extent it can be reasonably ascertained that there has been such a whole or partial substitution and that Tenant has been relieved thereby of the payment of all or a portion of real estate taxes, provided, however, that the amount of such tax deemed to be included in the term real estate taxes shall be determined as if the land, buildings and improvements were the only assets of Landlord and as if the rent paid hereunder were the only income of Landlord.

(b) Intentionally Omitted.

(c) "**Real Estate Taxes Applicable to Tenant's Premises**" shall mean:

(1) if the land and improvements comprising Tenant's Premises are separately assessed, the Real Estate Taxes assessed or levied on such land and improvements; OR

(2) if Tenant's Premises are not separately assessed, the aggregate Real Estate Taxes assessed or levied on the all of the land comprising the tax parcel which includes Tenant's Premises, multiplied by a fraction, the numerator of which shall be the average number of square feet of land area in Tenant's Parcel during such year and the denominator of which shall be the average number of square feet of land area during such year in all of the land comprising the tax parcel which includes Tenant's Premises; together with the aggregate Real Estate Taxes assessed or levied on all of the improvements located on the tax parcel which includes Tenant's Premises, multiplied by a fraction, the numerator of which shall be the average number of Square Feet of improvements on Tenant's Parcel during such year and the denominator of which shall be the average number of Square Feet of improvements located on all of the land comprising the tax parcel which includes Tenant's Premises;

(d) "**Special Assessments for Off-Site Improvements**" shall mean any special assessment which may be levied against Tenant's Premises or against any of the property in Downtown Westminster and the improvements thereon by reason of the construction, installation, expansion, or extension of any roads, acceleration or deceleration lanes, highway widening improvements, gutters, curbs, entrances, overpasses, traffic signals or other traffic control devices, sanitary sewers, storm sewers and drains, or other off-site improvements of any nature whatsoever made in connection with any development of Downtown Westminster in connection

with the Downtown Specific Plan dated November 24, 2014, and adopted by the City of Westminster, Colorado (the "**Downtown Plan**") (such improvements, "**Off Site Improvements**") and as further amended on September 28, 2015. The GID taxes are not included in the definition of Special Assessments for Off-Site Improvements.

(e) "**Period of Tenant's Tax Responsibility**" shall mean the term of this lease.

(f) Intentionally Deleted.

Section 5.2 <u>Taxes on Tenant's Premises</u>.

A. Landlord agrees to cause Tenant's Premises to be separately assessed and Tenant agrees to cooperate in such endeavor, including joining in any application which will effect such separate assessment of Tenant's Premises. Except as aforesaid Landlord further agrees that Landlord will not make any application to the taxing authorities which, if granted, would change the manner in which Tenant's Premises is being or will be assessed or which would have the effect of increasing the assessed valuation of Tenant's Premises without first giving Tenant 30 days advance notice of Landlord's intention to make such application and an opportunity to join in or oppose such application and participate in any hearings or conferences preliminary thereto or in connection therewith.

If Tenant's Premises are separately assessed, Landlord shall pay or cause to be paid

(a) all Real Estate Taxes Applicable to Tenant's Premises for any tax fiscal year ending prior to the date of commencement of the Period of Tenant's Tax Responsibility,

(b) in respect to any tax fiscal year occurring partially within and partially outside the Period of Tenant's Tax Responsibility a pro rata share of the Real Estate Taxes Applicable to Tenant's Premises allocable to the portion of such tax fiscal year occurring outside said period,

(c) all Special Assessments for Off-Site Improvements.

Tenant in the event of such separate assessment shall pay or cause to be paid

(e) all Real Estate Taxes Applicable to Tenant's Premises for any tax fiscal year occurring wholly within the Period of Tenant's Tax Responsibility, and

(f) in respect to any tax fiscal year occurring partially within and partially outside the Period of Tenant's Tax Responsibility a pro rata share of the Real Estate Taxes Applicable to Tenant's Premises allocable to the portion of such tax fiscal year occurring within said period, excluding in each case, however, any Special Assessments for Off-Site Improvements.

B. Each party shall deliver to the other a copy or copies of a receipted tax bill or bills showing payment of the Real Estate Taxes for the tax fiscal year last past which such party is required to pay and discharge under the provisions of this paragraph B within 30 days after the other party shall have requested the same or within 30 days after the last day upon which such tax is due and payable without penalty, whichever is the later date.

Anything herein to the contrary notwithstanding, if either party hereto in good faith shall desire to contest the validity or amount of any Real Estate Taxes herein agreed to be paid by such party and shall notify the other party hereto in writing of such party's intention to contest the same, such party shall not (unless applicable law shall require payment as a condition precedent to the contest) be required to pay, discharge or remove such Real Estate Taxes so long as such party shall, in good faith, at such party's own expense, contest the same or the validity thereof by appropriate proceedings. Such proceedings may be brought by Tenant in the name of Landlord if necessary (for which purposes Landlord hereby appoints Tenant as its attorney-in-fact), and pending such proceedings Landlord shall not have the right to pay, remove or discharge any such Real Estate Taxes thereby contested, and such delay by Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this lease, provided Tenant shall at all times effectually stay or prevent any official or judicial sale of said property for such non-payment under execution or otherwise and pay any final judgment enforcing the Real Estate Taxes so contested and thereafter promptly furnish Landlord evidence of satisfaction of such judgment.

C. If for all or any part of the term of this lease Tenant's Premises are not separately assessed but are included within an assessment of all or part of Downtown Westminster, Landlord will within 30 days after the assessed valuations of the land and improvements included within such assessment shall be available for public inspection furnish Tenant a statement setting forth the amounts of such assessments and describing the land and improvements with respect to which such assessments have been made, and Landlord will pay or cause to be paid all real estate taxes so assessed.

Tenant shall in such case reimburse Landlord for

(a) any Real Estate Taxes Applicable to Tenant's Premises so paid by Landlord for any tax fiscal year occurring wholly within the Period of Tenant's Tax Responsibility, and

(b) a pro rata share of any Real Estate Taxes Applicable to Tenant's Premises so paid by Landlord for each tax fiscal year occurring partially within the Period of Tenant's Tax Responsibility,

excluding in each case, however, Special Assessments for Off-Site Improvements (which shall be borne by Landlord); provided, however, that if Landlord for any tax fiscal year shall fail to furnish Tenant within such 30-day period the aforesaid statement of assessed valuations the amount of Real Estate Taxes Applicable to Tenant's Premises for such tax fiscal year for which Tenant shall be required to reimburse Landlord shall be limited to the amount of the Taxes Applicable to Tenant's Premises for the preceding tax fiscal year (excluding any Special Assessments for Off-Site Improvements). As soon as reasonably possible after Landlord shall have made a tax payment for which Landlord is to be reimbursed in part by Tenant under the provisions of this paragraph C, Landlord shall submit to Tenant a statement setting forth the amount of such tax payment and the share thereof which Landlord seeks to recover from Tenant and showing in reasonable detail how Landlord has arrived at the amount for which reimbursement is sought. With each such statement Landlord shall submit to Tenant a copy or copies of a receipted tax bill or bills showing payment of the Real Estate Taxes with respect to which such statement is being rendered.

Payment by Tenant of the amount due Landlord for Tenant's share of such tax payment shall be made within 60 days after Tenant shall have received such documents from Landlord.

Section 5.3 Tenant's Right to Contest.

Tenant shall, upon notice to Landlord, have the right either (i) to contest itself on behalf of Landlord any and all Real Estate Taxes assessed with respect to the Tenant Premises or (ii) to require Landlord to contest the amount of such Real Estate Taxes. Landlord agrees to cooperate in any such contest which may be undertaken by Tenant and to initiate such a contest if required to do so by Tenant and diligently prosecute the same. Any such proceedings, whether brought by Tenant or Landlord, shall be undertaken at the cost and expense of Tenant and by counsel selected by Tenant, and if Tenant deems it appropriate such measures shall be taken in the name of Tenant. If the result of any such contest shall be a reduction in the amount of the Real Estate Taxes so contested, each refund or recovery from the taxing authorities with respect to such Real Estate Taxes shall belong to Tenant unless Landlord shall promptly after receiving notice from Tenant of such refund or recovery reimburse Tenant for its proportionate share of all costs and expenses incurred by Tenant in such proceedings, in which case the refund or recovery shall be divided between Landlord and Tenant in such manner as will result in each of them having paid only such party's proportionate share of the contested taxes as so reduced.

If Landlord shall contest the amount of such Real Estate Taxes without participation by Tenant in the cost and expenses of such proceedings, each refund or recovery arising therefrom shall belong to Landlord unless Tenant shall promptly after receiving notice from Landlord of such refund or recovery reimburse Landlord for its proportionate share of all costs and expenses incurred by Landlord in such proceedings, in which case the refund or recovery shall be divided between Landlord and Tenant in such manner as will result in each of them having paid only such party's proportionate share of the contested taxes as so reduced.

Landlord shall not, without the prior approval of Tenant, make, enter into, or agree to any settlement, compromise or other disposition of any contest, or discontinue or withdraw from any contest,

or accept any refund, adjustment or credit with respect to any Real Estate Taxes which Tenant shall have contested or required Landlord to contest.

Each party's proportionate share of the costs and expenses incurred in such proceedings shall be determined by multiplying such costs and expenses by a fraction having as its numerator such party's proportionate share of the contested taxes as reduced by reason of such proceedings and as its denominator the entire amount of such taxes as so reduced.

Any dispute arising under this section, if not resolved by the parties hereto within 30 days after either party shall have notified the other of the existence of such dispute, setting forth the nature of the dispute in reasonable detail, shall be determined by arbitration in accordance with the provisions of the Section hereof captioned "Arbitration".

Section 5.4 Creation of Special Assessment District.

If at any time during the term of this lease any governmental subdivision shall undertake to create an improvement or special assessment district, the proposed boundaries of which shall include any portion of Tenant's Parcel, Tenant shall be entitled to appear in any proceeding relating thereto and to exercise all rights of Landlord to have Tenant's Parcel excluded from the proposed improvement or assessment district and to determine the degree of benefit to Tenant's Parcel resulting therefrom; provided, however, that nothing herein shall prevent Landlord from taking a different position than Tenant with respect to any part of Downtown Westminster which lies outside Tenant's Parcel. Landlord shall promptly advise Tenant of the receipt of any notice or other information relating to the proposed creation of any such improvement or special assessment district the boundaries of which include any portion of Tenant's Parcel. If any Real Estate Taxes imposed on Tenant's Parcel to finance any improvement made or proposed by any such district shall be payable in installments over a period of time extending beyond the term of this lease, Tenant shall only be required to pay such installments thereof as shall become due and payable during the term of this lease. This section 5.4 shall not apply to the GID.

ARTICLE VI

CONSTRUCTION OF FUTURE IMPROVEMENTS

Section 6.1 Plans for Future Construction.

A. Following the initial construction of the Common Facilities by or on behalf of Landlord, unless made in accordance with final plans and specifications theretofore submitted and approved in accordance with the provisions of this section, (i) Tenant shall not make any substantial alterations or additions to the Common Facilities on Tenant's Parcel, and prior to the date on which Landlord conveys the Common Facilities to the City, Landlord agrees that no substantial alterations or additions shall be made to the Common Facilities outside of Tenant's Parcel, unless the plans and specifications for such construction shall have been submitted to and approved by Landlord in the case of alterations and additions to be made on Tenant's Parcel and by Tenant in the case of alterations and additions to be made elsewhere within the Common Facilities, such approval in each case not to be unreasonably conditioned, withheld or delayed, and (ii) Landlord further agrees that, except for buildings or improvements shown on Exhibit B attached hereto, no buildings or improvements will be constructed on that part of the Adjacent Property located outside the boundaries of Tenant's Parcel, and no building or improvements within any such part of the Tenant Premises Wrap Parcel shall have its exterior substantially altered or be expanded, or, if damaged be rebuilt or restored (other than a rebuilding or restoration substantially in accordance with the Site Plan) unless the final plans and specifications for such construction shall have been submitted to Tenant for approval, which approval shall not be unreasonably withheld or delayed. The C-2 Parking Deck will be constructed by Landlord in substantial conformance with the design depicted in Exhibit G; Landlord and Tenant will work diligently to agree upon the location of the elevator shafts and Sky Bridge attachment from the C-2 Parking Deck to the Tenant's Store Building.

Notwithstanding the foregoing, Tenant's approval shall not be required for (i) the initial construction of the Common Facilities and Public Improvements, or (ii) buildings and other structural improvements constructed, rebuilt, restored, or renovated in those areas identified on Exhibit B attached hereto as "**Building Envelopes**", provided that any such buildings and structural improvements conform to the Development Agreement applicable thereto (as defined below) and are used only for uses which

comply with the Downtown Plan and will not be used for uses included on the Prohibited Uses list attached hereto as Exhibit E (the "**Prohibited Uses**").

B. Landlord intends to enter into development agreements (each a "**Development Agreement**") for the construction of a mixed use project on Blocks B-1 and C-1 (the "**B-1/C-1 Project**") and for the construction of a mixed use project on the Tenant Premises Wrap Parcel (the "**Wrap Project**") following the execution of this lease by Landlord and Tenant. Construction on the B-1/C-1 Project or the Wrap Project shall not commence before January 2, 2017. Each Development Agreement will be promptly recorded in the real estate records of Jefferson County and will include provisions requiring construction of the contemplated improvements and remedies in the event the contemplated improvements are not timely constructed in accordance with plans approved by Landlord. Landlord agrees to regularly advise Tenant regarding the planning for the B-1/C-1 Project and the Wrap Project and to provide a draft of the Development Agreement to Tenant in a timely fashion prior to submission of the Development Agreement to the WEDA Board of Directors for approval. The provision of a draft of the Development Agreements to Tenant shall be for informational purposes only. The controlling documentation and implementation for the Wrap Project will be subject to Tenant's prior written approval as to all material elements save and except financial terms (which may be redacted), including but not limited to design and plans for construction, schedule of construction, staging areas, signage, and other similar concepts, which approval will not be unreasonably withheld, conditioned or delayed.

Section 6.2 <u>Attachment to Tenant's Store Building.</u>

No building or structure will be attached to Tenant's Store Building save and except the Sky Bridge, as defined below. Plans and specifications for such Sky Bridge must be submitted to Tenant for review and approval (such approval not to be unreasonably withheld, conditioned or delayed) as to structural integrity, watertight construction, life safety issues, legal and regulatory compliance, and other technical aspects which could affect Tenant's Store Building.

Landlord will not permit or suffer any improvements constructed near or adjacent to Tenant's Store Building which block or impede access and egress to and from Tenant's loading dock serving the

Tenant's Store Building, Tenant's customer entrances or Tenant's employee entrances on Westminster Boulevard or the on North side of the Tenant's Store Building.

Any modifications which are required to the emergency exits for the Tenant's Store Building which are required as a result of improvements constructed near or adjacent to the Tenant's Store Building will be performed by Landlord at its sole cost and expense and will occupy space outside of the Tenant's Store Building, so as not to impede the Floor Area of Tenant's Store Building.

Section 6.3 <u>On-Site Improvements</u>.

A. Each party shall at all times take or cause to be taken any and all safety measures reasonably required to protect all other Occupants and Permittees from injury or damage caused by or resulting from the performance of the construction work for which it is responsible in or about the Tenant's Parcel, the Common Facilities, and Adjacent Property. The party responsible for such construction shall erect or cause to be erected adequate and attractively painted construction barricades at least eight feet in height substantially enclosing the area of such construction, such barricades to remain in place until such construction shall have been substantially completed (to the extent necessary to remove any such hazardous condition).

B. Landlord will upon request by Tenant execute or join in the execution of any application to any governmental authority having appropriate jurisdiction thereover for building and other permits, licenses and approvals as may be needed, or which Tenant deems it advisable to obtain, in connection with any work which Tenant is authorized or permitted to perform under the provisions of this lease provided the same shall be without cost or expense to Landlord, and Landlord hereby constitutes and appoints Tenant as Landlord's true and lawful attorney-in-fact in Landlord's name to apply for and secure any such permit, license or approval if Landlord shall fail or refuse to execute or join in the execution of such application promptly upon request of Tenant.

Section 6.4 <u>Construction on Block B-2</u>.

In the event Landlord or any tenant, permittee, or assignee thereof undertakes construction of improvements on the Tenant Premises Wrap Parcel abutting Tenant's Parcel, Landlord shall inform

Tenant of such proposed construction and regularly (at least monthly) consult with Tenant during the planning for such improvements to insure safety and operational compatibility with Tenant's Premises. Prior to any commencement of such construction, Landlord shall submit final construction drawings for any such improvements on the Tenant Premises Wrap Parcel in a timely manner to Tenant for review and approval as to such safety and operational compatibility issues, which approval will not be unreasonably withheld or delayed. Any such construction will be conducted in a manner to cause the least interference with Tenant's retail operations conducted on the Tenant's Premises.

Section 6.5 <u>Grant of Construction Easements</u>.

A. Subject to the provisions of this paragraph, Landlord hereby grants to Tenant an easement to install and maintain at all times during the term of this lease as part of Tenant's Store Building, and Landlord hereby reserves to Landlord an easement to install and maintain at all times during the term of this lease as part of the improvements constructed outside Tenant's Parcel, footings and underground supports and covered entrances, walkways, marquees, canopies, awnings and other overhangs and projections extending beyond the boundary line between Tenant's Parcel and the Tenant Premises Wrap Parcel and Tenant's Parcel and the Common Facilities. The location and extent of all such easements granted by Landlord except for those shown on Exhibit B hereto shall be subject to Landlord's reasonable approval as hereinafter provided, and the location and extent of all such easements reserved by Landlord except for those shown on said exhibit or plan shall be subject to the reasonable approval of Tenant as hereinafter provided. Either party hereto may submit to the other plans and specifications of the improvements with respect to which encroachments of the foregoing types are planned and which show such encroachments together with a specific request for approval of the location and extent of the encroachments so shown. The granting of such approval by Landlord or Tenant shall constitute a designation by such party of the land which is to be subject to the easement permitting such encroachments. Any such approval required hereunder shall not be unreasonably conditioned, withheld or delayed provided that the granting or reserving of the easement in question does not result in a

significant increase in the cost of constructing buildings on the land comprising the servient tenement within areas shown on Exhibit B hereto as being reserved for the construction or expansion of buildings.

B. During any period of construction, alteration, expansion, repair or reconstruction of buildings or improvements on that part of the Tenant Premises Wrap Parcel or Common Facilities which lies outside Tenant's Parcel, as permitted or required by this lease, Tenant will grant Landlord or its designee a temporary license allowing the grantee and its architects, contractors, subcontractors, materialmen and others engaged in the project to use such portion or portions of Tenant's Parcel as may reasonably be needed for the purpose of performing such work, but only (i) at reasonable times, (ii) for the period of performance of the construction, (iii) in accordance with and subject to good construction practice, and (iv) so as not to interfere with the construction or operation of any building on Tenant's Parcel or the operation of any business being conducted thereon except to the extent absolutely necessary. During any period of construction, alteration, expansion, repair, or reconstruction of any building or other improvement on Tenant's Parcel, Landlord will grant on property owned by Landlord or use commercially reasonable efforts to cause to be granted to Tenant a temporary license allowing it and its architects, contractors, subcontractors, materialmen and others engaged in the project to use such portion or portions of the Tenant Premises Wrap Parcel or Common Facilities situated outside Tenant's Parcel as may reasonably be needed for the purpose of performing such work, but only (i) at reasonable times, (ii) for the period of performance of the construction, (iii) in accordance with and subject to good construction practice, and (iv) so as not to interfere with the construction or operation of any buildings on such portion or portions of the Tenant Premises Wrap Parcel or Common Facilities or the operation of any business being conducted thereon except to the extent absolutely necessary.

C. Each of the parties hereto and anyone else while engaged in constructing any building or other improvement within the Tenant's Parcel, Tenant Premises Wrap Parcel or Common Facilities permitted or required by the terms of this lease shall have the right during such construction, and during any total or partial reconstruction of such building or improvement or permitted expansion thereof, to use all necessary or appropriate means of access, ingress and egress to and from the site of said improvement

over and across any part of the Tenant's Premises, Tenant Premises Wrap Parcel and Common Facilities not occupied by building structures, but such use shall not unreasonably interfere with the performance of other construction work being lawfully undertaken within the Tenant's Premises, Tenant Premises Wrap Parcel or Common Facilities or with the orderly flow of traffic or access to any building thereon; provided, however, that parking areas (but not roadways) which shall have received a finishing layer of paving shall not be used for such purpose.

Section 6.6 Intentionally Omitted.

Section 6.7 Intentionally Omitted.

Section 6.8 Certification of Floor Area.

A. Promptly following the close of each Lease Year, Tenant shall furnish Landlord, if there shall have been any change during such year in the Floor Area of the improvements on Tenant's Parcel, a new certificate of Tenant's architect containing current Floor Area figures, as applicable. If Tenant's Parcel is included in any tax schedule with other property, then promptly following the close of each Lease Year, Landlord shall furnish Tenant, if there shall have been any change during such year in the Floor Area of the improvements on such property included with Tenant's Parcel on a tax schedule, a new certificate of such Landlord's architect containing current Floor Area figures.

B. If the party receiving such certification shall dispute any of the information thereon, such party shall endeavor through consultation with the other party hereunder to resolve the matter or matters in dispute and if they are unable to do so the unresolved matter or matters shall be settled by arbitration in accordance with the provisions, of the Section hereof captioned "Arbitration".

ARTICLE VII

COVENANTS OF LANDLORD

Section 7.1 Intentionally Omitted.

Section 7.2 Landlord's Covenants.

Landlord covenants with Tenant that during the term of this lease, Tenant's officers, directors, employees, agents, partners, contractors, customers, visitors, and invitees shall have vehicular and pedestrian access to each of Westminster Boulevard and Eaton Street at all times during the term of this lease except during periods of temporary road or utility maintenance and repair (in which case one of Westminster Boulevard or Eaton Street will remain open from 88th Avenue to 89th Avenue at all times), so long as other access reasonably acceptable to Tenant is available to Tenant. Tenant shall have access to its dock from Westminster Boulevard at all times, except during periods of emergency road or utility maintenance and repair.

Landlord also covenants with Tenant that Landlord will use commercially reasonable efforts to enforce the terms of the Development Agreement(s) affecting the Adjacent Property.

ARTICLE VIII

USE OF TENANT'S PREMISES

Section 8.1 Operating Covenant of Tenant.

A. Tenant covenants and agrees that it will for a period expiring on the earlier to occur of: (x) the completion by Tenant of the Tenant's Premises Expenditure Improvements and the opening of a Sephora Inside JC Penney in the Tenant's Premises and (y) ten (10) years after the Effective Date, continually operate or cause to be continually operated in the Tenant's Store Building a retail department store under a name consisting of, or in which there appears, the word "Penney" or "JCPenney" or under the name under which a majority of Penney's retail department stores are then being operated (the "**Operating Covenant**").

B. Anything herein to the contrary notwithstanding, the Operating Covenant may be terminated by Tenant on 30 days prior written notice to Landlord if the signage required on 88th Street at Westminster Boulevard and Eaton Street (the same signage described in Section 10.5C(i)) or customer access is not provided or maintained by Landlord, unless Landlord cures any failure to maintain such signage or access during the 30 day period following Tenant's notice to Landlord.

C. A temporary cessation of business by Tenant or by any tenant shall not be deemed a cessation of business for purposes of this article if such cessation: (1) is occasioned by the making of repairs, alterations, or renovations due to damage or destruction of the premises where such cessation of business occurs; or (2) is caused by Unavoidable Delay.

D. It is not intended that the foregoing operating covenant of Tenant should in any way serve to regulate the manner or hours of operation of business in the premises occupied by Tenant, nor prohibit Tenant from leasing or subleasing portions of the Tenant's Premises, licensing departments or granting concessions to other parties.

Section 8.2 Use of Premises.

Tenant's Premises shall not, during the term of this lease, be used for any unlawful purpose or for any Prohibited Use.

ARTICLE IX

SUBLEASES, ASSIGNMENTS AND MORTGAGES

Section 9.1 Subletting and Assigning by Tenant; Right of Landlord to Purchase Tenant's Premises.

A. Following the expiration or earlier termination of the Operating Covenant, Tenant shall have:

(a) the right to discontinue the use of Tenant's Premises for the operation of a retail store business conducted by Penney at any time; and

(b) the right at any time and from time to time during the term hereof to assign this lease or sublet Tenant's Premises or any part thereof.

The right described in item (a) above and the right described in item (b) above are and shall be separate and independent rights, and either of said rights may be exercised by Tenant whether or not it exercises the other of said rights, subject to the terms of this Section.

At any time that Tenant elects to discontinue the use of Tenant's Premises for the operation of a retail store business conducted by Penney (for reasons other than a casualty or Condemnation (in which

case the applicable provisions of the Lease shall apply), an Unavoidable Delay for the length of the Unavoidable Delay, or for a temporary cessation of business not to exceed 180 days), or in the event an assignee or subtenant vacates Tenant's Premises, Tenant, assignee or subtenant, as applicable, will give Landlord prior written notice of such discontinuance (the "**Notice of Discontinuance**"), and Landlord will have the right, exercisable by written notice to Tenant within one hundred twenty (120) days of the date of such Notice of Discontinuance to purchase the Leasehold Estate ("**Notice to Repurchase**") for a purchase price (the "**Purchase Price**") (defined below) of the Leasehold Estate. If, after the issuance of a Notice of Discontinuance, Tenant presents Landlord with a signed letter of interest from a prospective subtenant or assignee, such one hundred twenty day period will be reduced to ninety days. In order to evidence Tenant's delivery of a Notice of Discontinuance, Landlord may record it in the real estate records of Jefferson County, Colorado at any time after Landlord notifies Tenant that Landlord is exercising its rights to purchase the Leasehold Estate.

In the event Tenant seeks to assign this lease or sublet Tenant's Premises or any part thereof other than as permitted in Section 9.1C below, Tenant will give Landlord prior written notice of such assignment (the "**Notice of Assignment**"), and Landlord will have the one-time right for each Notice of Assignment, exercisable by written notice to Tenant within ninety (90) days of the date of the Notice of Assignment, to give notice of its intent to purchase the Leasehold Estate (also a "**Notice to Repurchase**") for the Purchase Price of the Leasehold Estate.

The right of the Landlord to purchase the Leasehold Estate upon each Notice of Discontinuance and each Notice of Assignment shall be a one-time right only, and if Landlord shall not exercise its right to purchase within the period of time specified herein following each Notice of Discontinuance, Landlord shall have no further or subsequent right to purchase the Leasehold Estate, Landlord shall waive and release any option to purchase the Leasehold Estate reserved or granted in this Section 9.1 for each assignment, and at the request of Tenant, shall execute a written release in recordable form evidencing such fact, and Tenant may proceed with its proposed assignment or subletting.

In addition, the rights granted Landlord to purchase the Leasehold Estate pursuant to the provisions of this Section shall be and are hereby subordinated to the lien of any Financing Sublease or Leasehold Mortgage that may be placed and recorded by Tenant against the Leasehold Estate (including, but not by way of limitation, any blanket Mortgage which may cover any other property or properties of the Tenant, whether owned in fee or as a leasehold) to the end that (a) a purchaser or purchasers in any foreclosure proceedings commenced prior to the date on which Tenant delivers a Notice of Discontinuance to Landlord, or (b) a purchaser or purchasers pursuant to any exercise of power of sale commenced prior to the date on which Tenant delivers a Notice of Discontinuance to Landlord, or (c) any grantee under a deed in lieu of foreclosure which is recorded in the real estate records of Jefferson County, Colorado prior to the date on which a Notice of Discontinuance is delivered to Landlord, or (d) any person or entity that may acquire possession of the Leasehold Estate prior to the date on which Tenant delivers a Notice of Discontinuance to Landlord by reason of the Tenant's failure to comply with the terms of a Financing Sublease, and all successors to or through any such purchaser or purchasers, or to or through any such grantee, person or entity shall take free and clear of any rights granted to Landlord pursuant to the provisions of this Article. Landlord agrees to execute and deliver to Tenant, upon request therefor, such instruments, in recordable form, as shall at any time and from time to time be reasonably required in order to confirm or effect any such subordination as referred to herein.

"**Purchase Price**" shall mean, as of the Effective Date, $3,830,000.00 (Three Million Eight Hundred Thirty Thousand and no/100 Dollars), such amount to be adjusted (i) upward with the then-current Consumer Price Index published by the US Bureau of Labor Statistics, and (ii) decreased by 3.33% for expired each Lease Year (such that, in Lease Year 29, such amount would be decreased by 96.67%). The formula for such calcuation will be: Purchase Price = $3,830,000.00 x (30 – y)/30 x CPI adjustment; where y is equal to the number of years which have expired after the Effective Date.

Within ten business days after Landlord's election to purchase the Leasehold Estate, Landlord will open a closing escrow with the Title Company. The provisions of this Section 9.1 shall constitute the purchase and sale agreement between the parties with Tenant being deemed the seller and Landlord being

deemed the buyer. Landlord is hereby authorized to deliver a copy of this lease to the Title Company. On or before thirty days after the opening of the closing escrow, Tenant agrees (i) to deliver into escrow a good and sufficient Quit Claim Deed duly executed and acknowledged conveying Tenant's interest in the Leasehold Estate to Landlord or Landlord's nominee; and (ii) to deliver into escrow duly executed state and federal statutory closing documents required and prepared by the Title Company such as a FIRPTA Certificate, Information with Respect to a Coveyance of Property and DR 1083; and (iii) to cause to be delivered into escrow for each Mortgage created by Tenant and encumbering all or any portion of the Leasehold Estate (aa) a payoff letter from the Mortgagee as may be required by the Title Company; and (bb) a Request for Release on the indemnity form, if the Mortgagee is qualified, or a Request for Release together with the original instrument of indebtedness and original or certified copy of the deed of trust or mortgage if the Mortgagee is not qualified to use the indemnity form, together with all release fees payble to the public trustee; and (iv) to deliver into escrow a duly executed counterpart of a Termination Agreement in form and substance satisfactory to counsel for Tenant and Landlord whereby this lease will be terminated and Landlord and Tenant shall be relieved of all obligations thereunder arising on or after such termination date; and (v) to deliver into escrow a duly executed counterpart of the standard form of escrow instructions and settlement statement prepared and supplied by the Title Company escrow officer; provided, however, in the event of a conflict in the escrow instructions and the terms of this Section of the lease, the terms of this Section of the lease shall control; and (vi) to deliver to the Title Company escrow officer its wire instructions for payment of the Purchase Price.

On or before thirty days after the opening of the closing escrow, Landlord hereby agrees to deliver into escrow a duly executed counterpart of the Termination Agreement; a duly executed counterpart of the standard form of escrow instructions supplied by the escrow title officer; the Purchase Price subject to credit on account of prorations in Good Funds under Colorado law; the Title Company closing escrow fee; a Colorado Real Estate Transfer Declaration and any other state and federal statutory closing documents required and prepared by the Title Company; the premium for an owner's title insurance policy; and the fees for any tax certificate and recording fees for the Quit Claim Deed and

Termination Agreement. Upon receipt of all of the foregoing, the title officer at First American Heritage Title Company is hereby directed to record the Quit Claim Deed and Termination Agreement and to pay the Purchase Price and refund of any prepayment of rent, first as directed by any Morgagee's payoff letter, with any remainder to Tenant. If the Purchase Price is insufficient to fully pay all amounts due under the Mortgage(s) created by Tenant encumbering the Leasehold Estate or recorded liens encumbering the Leasehold Estate created by Tenant or parties claiming under Tenant, then Tenant agrees to deposit any shortfall in Good Funds into the closing escrow within three business days after request by the title escrow officer. There will be no closing prorations other than Real Estate Taxes for Leasehold Estate, rent, and water and sewer utility charges. Any credit to Landlord for Real Estate Taxes for Leasehold Estate or rent due from Tenant or unpaid water and sewer utility charges shall reduce the Purchase Price. Any prepayment of rent or water and sewer utility charges by Tenant will be repaid by Landlord to Tenant as part of the escrow closing. The closing prorations shall be as of the date of the opening of the closing escrow. Tenant acknowledges that Landlord does not hold a security deposit. Landlord acknowledges that Tenant has not agreed to make any indemnities to the Title Company in order to issue extended title coverage. Tenant acknowledges that Landlord will not be assuming any construction contracts, service contracts, maintenance and repair contracts or contracts with concessionaires or other licensees under Section 9.1C(a) related to the Leasehold Estate or its operation and entered into by Tenant or parties claiming under Tenant; Tenant will be obligated to terminate all such contracts and to pay all amounts due under such contracts. Landlord will pay any transfer taxes in connection with the conveyance. Each party will pay its own attorney's fees arising out of the transaction. Any default by a party under this Section 9.1 shall be deemed a default under this lease.

B. If this lease is assigned or the whole or any part of Tenant's Premises is sublet and if, following delivery of a Notice of Discontinuance, Landlord has not exercised its option to purchase the Tenant's Leasehold Estate as set out in paragraph A above, Penney Properties, then the Tenant herein named, shall remain liable and responsible under this lease; provided, however, that

(a) if this lease is assigned to Penney or to a Successor Corporation of Penney (or if this lease, having been assigned to Penney, is thereafter assigned by Penney to a Successor Corporation of Penney) and Penney or such Successor Corporation of Penney, as the case may be, by written instrument duly executed, acknowledged and delivered to Landlord, assumes and covenants and agrees with Landlord to pay the rent to be paid by Tenant hereunder and to carry out and perform all the terms, covenants and conditions of this lease which by the terms hereof are to be carried out and performed by Tenant, then and in such case Penney Properties (and Penney if Penney shall have acquired this lease by assignment and thereafter assigned it to a Successor Corporation of Penney which shall have duly executed, acknowledged and delivered such an instrument to Landlord) shall be released and relieved of and from all further liability under this lease; and

(b) if this lease shall continue in effect after the last day of the Initial Term hereof and an assignee of Tenant's interest herein by written instrument duly executed, acknowledged and delivered to Landlord shall assume, or shall have assumed, the performance of the covenants and obligations of Tenant hereunder, including but not limited to payment of the rent, then and in such case Penney Properties (and Penney if Penney shall have acquired this lease by assignment and thereafter assigned it to a third party who shall have duly executed, acknowledged and delivered such an instrument to Landlord) shall be released and relieved of and from all further liability arising or accruing under this lease in respect of any period after the last day of such Initial Term or the date of delivery to Landlord of such written instrument, whichever shall be the later date.

C. Anything in this lease to the contrary notwithstanding, it is expressly understood and agreed as follows:

(a) at any time during the term of this lease Tenant may lease or license departments or grant concessions giving other persons, firms, or corporations the right to sell goods, wares, merchandise and services in Tenant's Premises which is otherwise being operated as a retail department store under a name consisting of, or in which there appears, the word "Penney" or "JCPenney" or under the name under which a majority of Penney's retail department stores in the Denver, Colorado market are then being operated, it being understood that such leasing or licensing of departments or granting of concessions shall not be considered a subletting within the provisions of this lease;

(b) at any time during the term of this lease following the expiration or earlier termination of the Operating Covenant, or at any time during the term of this lease if Tenant shall continue to operate in Tenant's Store Building a retail department store under a name consisting of, or in which there appears, the word "Penney" or "JCPenney" or under the name under which a majority of Penney's retail department stores are then being operated, Tenant shall have the right to assign this lease or sublet all of Tenant's Premises to a Related Corporation of Penney Properties or to a Successor Corporation of Penney Properties or of Penney, it being agreed that the rent payable by any such corporation shall be the same as if Penney were operating a retail store in Tenant's Premises. Any assignment under this subsection (b) does not terminate Landlord's right to purchase the Leasehold Estate in the event of a future assignment of this lease or in the event of a future discontinuance of the operation of a retail department store in Tenant's Store Building under a name consisting of, or in which there appears, the word "Penney" or "JCPenney" or under the name under which a majority of Penney's retail department stores are then being operated.

(c) Intentionally Deleted.

Section 9.2 <u>Rights of Leasehold Mortgagees and Subtenants.</u>

A. For the purpose of and as used in this article the following terms shall have the meanings hereinafter specified:

(a) "**Leasehold Estate**" shall mean Tenant's estate and right, title and interest in and to Tenant's Premises during the term of this lease, including options to extend the term of this lease.

(b) "**Subleasehold Estate**" shall mean an estate in Tenant's Premises created by a Financing Sublease as hereinafter defined.

(c) "**Leasehold Mortgage**" shall mean a mortgage or deed of trust granted to or for the benefit of an Institutional Lender constituting a lien on or security interest in Tenant's Leasehold Estate or a lien on or security interest in a Subleasehold Estate.

(d) "**Leasehold Mortgagee**" shall mean the mortgagee under or holder of a Leasehold Mortgage.

(e) "**Financing Sublease**" shall mean a demise and letting by Tenant to an Institutional Lender of all of Tenant's Premises for the purpose of securing a debt, entered into following the expiration or earlier termination of the Operating Covenant.

(f) "**Subtenant**" shall mean any subtenant under a Financing Sublease.

B. Tenant and any Subtenant may from time to time without further consent of Landlord execute and deliver a Leasehold Mortgage as security for payment of an indebtedness and may from time to time cause such mortgage to be renewed, modified, consolidated, replaced or extended. Any such Leasehold Mortgage shall be a lien only upon the Leasehold or Subleasehold Estate so mortgaged and shall not be a lien upon Landlord's reversionary interest in Tenant's Parcel. Any such Leasehold Mortgage may be enforced by the Leasehold Mortgagee who holds such mortgage, and any such Leasehold Mortgagee may acquire title to the Leasehold or Subleasehold Estate so mortgaged in any

lawful way, and pending foreclosure of such mortgage may take possession of and rent the premises comprising such estate, and upon foreclosure of such mortgage may without further consent of Landlord sell and assign the Leasehold or Subleasehold Estate so mortgaged. Any person or entity acquiring the Leasehold Estate by or after such foreclosure of a Leasehold Mortgage thereon shall be liable to perform the obligations imposed on Tenant by this lease only during the period such person has ownership of said Leasehold Estate or possession of Tenant's Premises subject thereto. Landlord hereby acknowledges the existence of the Leasehold Mortgage known as that certain Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing by Tenant in favor of Goldman Sachs Bank USA, recorded on July 15, 2013, at Reception No. 2013085525 in the County of Jefferson, State of Colorado.

C. Tenant or any Leasehold Mortgagee or any Subtenant may give notice to Landlord in the manner provided in the Section hereof captioned "Notices" of the existence of any Leasehold Mortgage or any Financing Sublease together with the name and address to which notices are to be sent to such Leasehold Mortgagee or Subtenant thereunder. The following provisions of this section are for the benefit of, and may be enforced by, any such Leasehold Mortgagee or Subtenant with respect to whose Leasehold Mortgage or Financing Sublease such a notice has been given to Landlord, but may not be availed of in the absence of such notice.

D. When giving notice to Tenant with respect to any default hereunder or when giving any other notice to Tenant hereunder, Landlord shall also serve a copy of each such notice upon each such Leasehold Mortgagee and Subtenant who shall have given Landlord a written notice specifying the name and address of such Leasehold Mortgagee and/or Subtenant, and no notice from Landlord to Tenant shall be effective unless a copy thereof is so served upon each such Leasehold Mortgagee and Subtenant. All notices to be given by Landlord to each such Leasehold Mortgagee and Subtenant pursuant to this section shall be sent using a method which confirms delivery (or refusal of delivery) by either the United States Postal Service or a recognized national courier service (such as, but not limited to, Federal Express or United Parcel Service), postage prepaid, addressed to such Leasehold Mortgagee or Subtenant at the address last specified by Tenant or such Leasehold Mortgagee or Subtenant in a notice to Landlord given

in the manner provided in the Section hereof captioned "Notices", and any such notice shall be deemed to have been given and "served" when so mailed.

E. In case Tenant shall default in the performance of any of the terms, covenants, agreements and conditions of this lease on Tenant's part to be performed, each such Leasehold Mortgagee and Subtenant shall have the right within the grace period available to Tenant for curing such default to cure or make good such default or to cause the same to be cured or made good whether the same consists of the failure to pay rent or other sums or the failure to perform any other matter or thing, and Landlord shall accept such performance on the part of any such Leasehold Mortgagee or Subtenant as though the same had been done or performed by Tenant. In case of a default by Tenant in the payment of money, Landlord will take no action to effect a termination of the term of this lease by reason thereof unless such default has continued beyond 30 days after Landlord shall have served a copy of such notice upon each such Leasehold Mortgagee and Subtenant, it being the intent hereof and understanding of the parties that each such Leasehold Mortgagee and Subtenant shall be allowed up to but not in excess of 30 days after the service of such notice to cure any default of Tenant in the payment of rent or in the making of any other payment required under the terms of this lease. In case of any other default by Tenant, Landlord will take no action to effect a termination of the term of this lease by reason thereof unless such default has continued beyond the grace period available to Tenant for curing said default, and then only after Landlord shall have done the following:

(a) given each such Leasehold Mortgagee a reasonable time, but no longer than 180 days after the expiration of Tenant's grace period, for curing such default within which to either (i) obtain possession of the Leasehold or Subleasehold Estate on which the Leasehold Mortgage held by such Leasehold Mortgagee is a lien (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when such mortgagee has obtained possession thereof, or (ii) institute foreclosure proceedings and complete such foreclosure or otherwise acquire such Leasehold or Subleasehold Estate with

reasonable and continuous diligence in the case of a default which is not so susceptible of being cured by such mortgagee; provided, however, that any such mortgagee shall not be required to continue such possession or such foreclosure proceedings if the default which was the reason for serving such a notice has been cured; and

(b) given each such Subtenant a reasonable time after the expiration of Tenant's grace period, but no longer than 180 days, for curing such default within which to obtain possession of Tenant's Premises from anyone who may then be occupying them under such Subtenant and cure such default in the case of a default which is susceptible of being cured when such Subtenant has obtained possession of Tenant's Premises; provided, however, that any such Subtenant shall not be required to continue such possession or any proceedings to obtain possession if the default which was the reason for serving such a notice has been cured.

F. The time available to any such Leasehold Mortgagee to initiate proceedings to obtain possession and/or to foreclose as aforesaid and to any such Subtenant to initiate proceedings to obtain possession as aforesaid shall be deemed extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond such Leasehold Mortgagee's or Subtenant's control, not to exceed a total of 180 days after the expiration of Tenant's grace period. Any such Leasehold Mortgagee and/or purchaser at a mortgage foreclosure sale, following the acquisition of such Leasehold or Subleasehold Estate by such mortgagee or purchaser (or a designee thereof), either as a result of foreclosure or acceptance of an assignment in lieu of foreclosure, and any such Subtenant, following the acquisition of possession of Tenant's Premises by such Subtenant (or a designee thereof), shall as promptly as possible cause all defaults hereunder to be cured and all unperformed covenants of Tenant to be performed, except such defaults and covenants which cannot, in the exercise of reasonable diligence, be cured or performed by such mortgagee or purchaser or such

Subtenant (or a designee thereof), whereupon Landlord's right to effect a termination of this lease based on the default in question shall be deemed waived, and such mortgagee or purchaser and such Subtenant, and their successors and assigns, shall be immune from any liability by reason if such default, but such immunity shall not extend to Tenant or to anyone other than such mortgagee or purchaser and such Subtenant, and their successors and assigns. Nothing herein shall preclude Landlord from exercising any of Landlord's rights or remedies with respect to any other default by Tenant during any period of forbearance required of Landlord hereunder subject to the rights of each such Leasehold Mortgagee and Subtenant as herein provided.

G. Intentionally Deleted.

H. In order to facilitate any financing or refinancing by Tenant which involves a Leasehold Mortgagee, Tenant shall have the option to have included in this lease any or all of the following provisions:

(a) a provision to the effect that this lease may not, without the written consent of each such Leasehold Mortgagee and Subtenant, be surrendered, cancelled, terminated, modified or amended by voluntary agreement of Landlord and Tenant;

(b) a provision to the effect that Tenant shall not have the right without such consent to exercise any option which Tenant may have to cancel or terminate this lease;

(c) a provision to the effect that any voluntary agreement purporting to surrender, cancel, terminate, modify or amend this lease, or any attempted exercise of any such voluntary agreement, not so consented to shall be ineffective, null and void; and

(d) a provision granting to any such Leasehold Mortgagee or Subtenant the right to act for Tenant in enforcing any of Tenant's rights or remedies under this lease.

(e) notwithstanding (a) – (d) above, no new provision shall limit Landlord's existing rights under this lease to terminate or cancel this lease without the consent of any

Leasehold Mortgagee being required or to purchase the Leasehold Estate without the consent of any Leasehold Mortgagee being required.

If Tenant elects to exercise such option, it shall do so by giving Landlord notice of such election and of each of the aforesaid provisions which it so elects to have included in this Lease, and upon such notice being given the provision or provisions referred to in such notice which Tenant thereby elects to have included in this lease shall automatically be deemed to be included within and to be a part of this lease from and after the giving of such notice. Landlord will, if requested so to do by Tenant, enter into an amendment to this lease in recordable form confirming the inclusion in this lease of the provision or provisions which Tenant shall have so elected to have included herein, and at Tenant's election an additional clause making such changes in the provisions of this lease which relate to the application of Tenant's portion of any insurance proceeds or condemnation awards as may reasonably be required by any such Leasehold Mortgagee or Subtenant.

Section 9.3 Intentionally Deleted.

ARTICLE X

OPERATION OF COMMON FACILITIES

Section 10.1 Maintenance of Common Facilities.

A. Except as otherwise expressly provided in this lease, Landlord will throughout the term of this lease:

(a) keep and maintain the Common Facilities in a good and safe state of repair and in a clean and orderly condition, it being agreed that such obligation shall include, without limitation, the following specific items of maintenance and upkeep:

(1) keeping and maintaining the Common Facilities in a good, safe, clean and sanitary condition;

(2) causing such of the Common Facilities as are exposed to the elements to be properly drained and kept free, to the extent reasonably practicable, of snow, ice, surface water and debris;

(3) keeping all directional signs in the Common Facilities distinct and legible;

(4) repairing, replacing and renewing lighting in the Common Facilities as may be necessary;

(5) maintaining in an attractive and healthy condition and replanting as needed all landscaped and planted areas; and

(6) maintaining and repairing, as necessary, any utility and sewer lines and systems traversing such area, except lines and systems serving exclusively the Tenant's Premises which shall be maintained and repaired as necessary by Tenant.

(b) during all hours of darkness when Tenant's Store Building is open for business and during a period of approximately 30 minutes after Tenant's Store Building shall have closed for business, provide night time illumination for the Common Facilities, such illumination measured at grade to have a minimum maintained intensity of one foot candle at all points within open pedestrian walking areas; and five foot candles at all points where pedestrian walking areas are located beneath a deck, roof or ceiling. During all hours of darkness when Tenant's Store Building is open for business and during a period of approximately 30 minutes after Tenant's Store Building shall have closed for business, provide night time illumination for the Temporary Parking Area, such illumination measured at grade to have a minimum maintained intensity in a manner which meet or exceed the City of Westminster Street Lighting, Standards and Specifications dated as of April 2, 2015, attached hereto as Exhibit H and made a part hereof. The illumination of the Common Facilities and Temporary Parking Area shall meet the lighting standards for public parking set forth in Exhibit H.

B. Any dispute as to whether Landlord is properly performing its maintenance obligations under the provisions of this section shall be determined by arbitration in accordance with the provisions of the Section hereof captioned "Arbitration".

C. The services to be rendered by Landlord in operating and maintaining the Common Facilities shall be furnished in as economical a manner as is reasonably possible consistent with the proper performance of Landlord's obligations hereunder.

D. Following the completion of construction and opening for business of the C-2 Parking Deck and Sky Bridge, Landlord reserves the right at any time and from time to time to transfer all of its right title and interest to all or any portion of the Common Facilities to the City of Westminster (the "**City**") or other public entity created for that purpose. The transfer documentation will provide that the City or other public entity specifically agrees to accept the transfer and maintain and operate the Common Facilities in good condition, in compliance with applicable codes, the Americans with Disabilities Act, as the same may be amended from time to time, and any other applicable laws and regulations. Effective the date of any such transfer, Landlord will thereafter be relieved from all obligations, covenants, and duties arising out of this lease related to the Common Facilities so transferred to the City or other public entity.

The Public Improvements are open to the public and are now, or will be upon completion of construction of such Public Improvements, owned by the City. The Public Improvements will be maintained, repaired, and operated by the City in the same manner as all other City-owned public improvements in compliance with applicable codes, the Americans with Disabilities Act, as the same may be amended from time to time, and any other applicable laws and regulations.

Section 10.2 <u>Operation of Common Facilities</u>.

A. At all times during the term of this lease, Landlord will, subject to the provisions of Articles and hereof, captioned, respectively, "DAMAGE AND RESTORATION" AND "CONDEMNATION":

(a) maintain or cause to be maintained within the Temporary Parking Area, and thereafter, within the C-2 Parking Deck, non-exclusive parking facilities,

notwithstanding the erection of new structures or the enlargement of an existing structure, not less than the sum of (i) 3.0 parking spaces for each 1000 square feet of Floor Area within Tenant's Premises and all retail in B-2 and C-2, and (ii) 120 parking spaces for Tenant's employees.

(b) subject to temporary closures for maintenance and repair not to exceed the period of time reasonably necessary to effectuate such maintenance and repair work in an expeditious manner, cause the Common Facilities to be maintained and operated as such during the term of this lease, and the Temporary Parking Area to be maintained and operated as such during the period of temporary parking, it being agreed that such facilities (i) shall not be fenced or otherwise obstructed, (ii) shall be kept open at all times; and (iii) shall not be used for the display or sale of merchandise or for any other purpose not contemplated by this lease.

B. Intentionally Deleted.

C. If it should become necessary or advisable for a parking lot attendant or attendants to be employed in connection with the operation of the parking areas within the Temporary Parking Area or C-2 Parking Deck, Landlord shall furnish the services of such attendant or attendants at Landlord's sole cost and expense, and Tenant shall not be under any duty or obligation whatsoever to contribute toward such cost or expense or toward any other costs and expenses connected with the operation and maintenance of the said parking areas except as may be expressly provided for in this lease.

Section 10.3 <u>Parking</u>.

A. Landlord will initially provide surface parking to satisfy the parking requirements set out in Section 10.2A(a) hereof for Tenant's customers and employees on Blocks C-1, C-2 (until the commencement of construction of the C-2 Parking Deck), B-1, B-2 and A-1 as well as on-street parking on 89th Avenue and Westminster Boulevard (the "**Temporary Parking Area**"), until the completion and opening of the parking deck to be located on Block C-2 (the "**C-2 Parking Deck**"). Tenant may continue to use the surface parking on Blocks C-1, B-1, B-2 and A-1 after January 2, 2017 until Landlord gives

Tenant notice that surface parking rights on a specified Block will terminate, provided that Landlord continues to satisfy the parking requirements set out in Section 10.2A(a) on the remaining Blocks in the Temporary Parking Area or in the C-2 Parking Deck. Landlord or City will cause the C-2 Parking Deck to be constructed and to provide parking for Tenant in satisfaction of Section 10.2(A)(a) above. In addition, until the completion and opening of the C-2 Parking Deck, Westminster Boulevard will be closed to through traffic at the locations set out in Exhibit F hereto. No later than the date of re-opening Westminster Boulevard to through traffic, Landlord will install a pedestrian crosswalk from Block A-1 across Westminster Boulevard at a location across from Tenant's Store Building. In addition, Tenant, its customers and employees will have the right to use any public parking in Downtown Westminster. In no event will Tenant, its customers, employees or invitees be charged for the Temporary Parking Area surface parking described herein.

B. When developed, the residential uses on Block C-2 will be using up to 120 parking spaces in the C-2 Parking Deck, so long as the C-2 Parking Deck includes at least 760 parking spaces. If the C-2 Parking Deck includes less than 760 parking spaces, then for every parking space less than 760, the number of residential parking spaces shall be reduced by at least 1.25 spaces. The employees, customers and invitees of the commercial users will be permitted to park in the C-2 Parking Deck. Residential parking will be designated as assigned parking spaces on each level of the C-2 Parking Deck which has residential use.

C. Concurrently with the completion of the C-2 Parking Deck, Landlord will construct and maintain as Common Facilities a sky bridge from the C-2 Parking Deck to the Tenant's Store Building (the "**Sky Bridge**"), including constructing the opening into the Tenant's Store Building. The C-2 Parking Deck will include wayfinding signage for the Sky Bridge. Tenant will construct the necessary modifications to the Tenant's Store Building to accommodate such new opening; the cost of such improvements will be reimbursed by Landlord to Tenant within thirty days of the completion of such work by Tenant and Tenant's demand therefor, accompanied by reasonable backup, not to exceed the

amount as agreed to by Landlord and Tenant in advance of the start of Landlord's construction of the Sky Bridge and Tenant's construction of such new opening.

Section 10.4 Ordinances.

A. Landlord shall at all times during the term hereof promptly comply with, or cause to be complied with, all present and future laws and ordinances and all rules and regulations of duly constituted governmental authority and the local fire insurance rating organization having jurisdiction (and any other organization or board exercising similar functions) affecting the Common Facilities owned by Landlord, and the cleanliness, safety, use and occupation thereof, and Landlord shall also be responsible for such compliance as respects construction work which Landlord performs or causes to be performed on Tenant's Parcel.

B. Tenant shall at all times during the term hereof promptly comply with, or cause to be complied with, all present and future laws and ordinances and all rules and regulations of duly constituted governmental authority and the local fire insurance rating organization having jurisdiction (and any other organization or board exercising similar functions) affecting Tenant's Parcel, the improvements thereon, the business conducted therein, and the cleanliness, safety, use and occupation thereof, and which do not require the making of any changes, improvements, alterations or additions to other parts of the Common Facilities; provided, however, that Tenant shall not be responsible for such compliance as respects construction work which Landlord performs or causes to be performed on Tenant's Parcel.

C. Notwithstanding the foregoing, either party hereto may refrain from complying with or causing compliance with any such law, ordinance, rule or regulation so long as the validity thereof shall be contested in good faith by appropriate proceedings; provided that (i) such party shall defend and hold harmless the other party hereto from penalties or other expenditures arising from or as a result of such non-compliance, (ii) the other party hereto would not be in danger of incurring any civil or any criminal penalty or liability by reason of such contest, and (iii) neither Tenant's Premises nor the Common Facilities nor any part thereof or interest therein would be in danger of being sold, forfeited or lost by

reason of such proceedings or would be subject to the imposition of any lien as a result of a failure to comply with any such law, ordinance, rule or regulation.

Section 10.5 Signs.

A. Tenant shall have the right, subject to the provisions of paragraph C(iv) of this section, to place and maintain on any building on Tenant's Parcel, signs or other advertising devices, electrical or non-electrical, either parallel to said building or at any angle thereto, at or on either the front, back or sides thereof. Tenant agrees to comply with any applicable laws or ordinances, including the Downtown Plan, in erecting any of the foregoing signs.

B. Tenant as respects any building on Tenant's Parcel, and Landlord as respects the buildings on the Adjacent Property, agree that no sign shall be installed on the roof of any such building or which will project above the top of any parapet wall or above the roof line if it is to be affixed to the side of a building not having a parapet wall; provided, however, that if a building element extends above any such wall a sign or signs not projecting above the roof line of such building element may be installed on any side thereof.

C. Landlord shall, at Landlord's sole cost, install and maintain in good condition the following signage which must conform to applicable laws or ordinances, including without limitation the Downtown Plan:

(i) for ten years (at Tenant's election) beginning on or before January 2, 2017, temporary JC Penney signage facing 88th Avenue at both Westminster Boulevard and Eaton Street, upon the expiration of such ten year period, such signage may remain in place if permitted by applicable law and as agreed by Landlord and Tenant;

(ii) directional signage in the C-2 Parking Deck to Tenant's Store Building;

(iii) a full size (at least 3 feet by 16.5 feet) JC Penney sign on the exterior of the C-2 Parking Deck to be constructed facing Highway 36 substantially as shown on Exhibit G attached hereto, with any departures therefrom to be approved in advance by Tenant.

(iv) JC Penney signage over the building entrances to the Tenant's Store Building facing both Westminster Boulevard and 89th Avenue, both signs to be as large as practicable, but not to exceed 5 feet by 27.65 feet;

(v) no later than one (1) month prior to commencing any construction in connection with the development of the Adjacent Property or Block A-1 and continuing throughout such construction, temporary banners on Tenant's Store Building advertising that Tenant remains open for business; and

(vi) no later than one (1) month prior to commencing any construction in connection with the development of the Adjacent Property or Block A-1 and continuing throughout such construction, temporary wayfinding signage exclusively for Tenant's benefit.

(vii) upon construction of the Wrap Project, construct and install the Tenant signage shown on Exhibit D.

D. If Landlord should install streetscape and wayfinding signage for other businesses in the vicinity of the Tenant's Premises, Landlord, at Landlord's sole cost, shall also install and maintain in good condition similar signage identifying Tenant in connection with the redevelopment, as set forth in the Downtown Plan in the same size and visibility as for other businesses in the vicinity of Tenant's Premises.

Tenant shall have the right to approve in advance the size, design, specifications and location of all such banners and signage described in this paragraph, such approval not to be unreasonably conditioned, withheld or delayed.

Section 10.6 Repairs.

Subject to the provisions of the Articles hereof captioned, respectively, "DAMAGE AND RESTORATION" and "CONDEMNATION", (i) Landlord shall without expense to Tenant keep or cause to be kept in good order, condition and repair and sightly in appearance the exterior portions of all buildings and other improvements located on the Common Facilities, and (ii) Tenant shall keep the

exterior portions of any building and other improvements located on Tenant's Parcel in good order, condition and repair and sightly in appearance.

Section 10.7 <u>Alterations; Installation and Removal of Equipment</u>.

A. Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such alterations, changes, improvements and additions ("**Improvements**") to the Tenant's Store Building (but not the Common Facilities, whether located on or off Tenant's Parcel) as Tenant may desire, provided that Tenant may not expand Tenant's Store Building nor reduce the size of Tenant's Store Building below the size thereof as of the date of this lease. All construction work for Improvements shall be performed in a good and workmanlike manner, and in a manner reasonably minimizing inconvenience to neighboring uses. Any liens resulting therefrom will be satisfied or bonded by Tenant within thirty days of the date thereof.

B. Anything contained in the preceding paragraph (A) to the contrary notwithstanding, it is agreed that (i) Tenant's rights and obligations hereunder shall be subject to the provisions of Article VII and Article VIII of this lease, and (ii) Tenant may make minor changes and alterations to Tenant's Store Building within the Tenant's Premises, including but not limited to the extension, reduction, or removal of canopies, truck docks, penthouses and the like without regard to the limitations provided in the preceding paragraph.

C. Intentionally Deleted.

D. Any and all trade fixtures and equipment, signs, appliances, furniture and other personal property of any nature installed in Tenant's Premises at any time by Tenant shall not become part of the realty and may be removed from Tenant's Premises by Tenant at any time during the term of this lease or within 30 days thereafter. Tenant need not remove such items of personal property from Tenant's Premises at the end of the term of this lease, but if it does not do so within 30 days after the termination of the term hereof all unremoved items shall be deemed to have been abandoned by Tenant and shall become the property of Landlord.

E. Tenant may convert to Tenant's own use all old materials removed by Tenant when making alterations, changes, improvements, and/or additions to Tenant's Premises and in performing any term, provision, covenant or condition of this lease which Landlord is obligated, but fails, to perform.

Section 10.8 Mechanics' Liens.

A. If any mechanic's, materialman's, or other similar lien shall at any time be filed against Tenant's Premises on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of Tenant or anyone holding or occupying Tenant's Premises through or under Tenant, Tenant shall, without cost or expense to Landlord, forthwith cause the same to be either (i) discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, or (ii) contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof.

B. If any mechanic's, materialman's or other similar lien shall at any time be filed against any part of the Common Facilities for any reason whatsoever or be filed against any part of Tenant's Premises on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of Landlord, Landlord shall, without cost or expense to Tenant, forthwith cause the same to be either (i) discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, or (ii) contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 11.1 Fire and Extended Coverage Insurance.

A. Tenant shall during the term of this lease keep any building and other structures within Tenant's Parcel and all additions thereto insured in responsible insurance companies against damage or destruction by fire and the perils commonly covered under an extended coverage endorsement in an

amount sufficient to prevent any of the insured from being or becoming a co-insurer within the terms of the policy or policies providing such insurance and in no event for less than 90% of the full replacement value of such improvements exclusive of the cost of foundations, excavations and footings below the lowest basement floor, without any deduction being made for depreciation. All insurance policies evidencing the foregoing insurance shall include Landlord as an additional insured, as its interest may appear, and may, at the option of Tenant, include any other insurable interests in the property so insured, as such other interests may appear.

B. Landlord shall during the term of this lease keep, or cause to be kept, the buildings and other structures within that part of the Common Facilities which lies outside Tenant's Parcel insured in responsible insurance companies against damage or destruction by fire and the perils commonly covered under an extended coverage endorsement in an amount sufficient to prevent any of the insured from being or becoming a co-insurer within the terms of the policy or policies providing such insurance and in no event for less than 90% of the full replacement value of such improvements exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, without any deduction being made for depreciation. All insurance policies evidencing the foregoing insurance may, at the option of the owner of the insured property or its designee, include any other insurable interests in the property so insured, as such other interests may appear.

Section 11.2 <u>Waiver of Right of Recovery.</u>

Anything in this lease to the contrary notwithstanding, neither party shall be liable to the other party or to any insurance company insuring the other party for any loss or damage to any improvement located within Tenant's Parcel or within the Common Facilities, as the case may be, which was or could have been covered by fire and extended coverage or boiler and machinery insurance even though such loss or damage might have been occasioned by the negligence of such party, its agent or employees.

Section 11.3 <u>Payment and Disposition of Insurance Proceeds.</u>

A. Anything herein to the contrary notwithstanding, it is understood and agreed that the policy or policies providing the insurance which each party is obligated to maintain, or cause to be

maintained, hereunder may be made payable to the holder of any first Mortgage which is a lien upon the insured property, as its interest may appear, under a standard mortgagee clause, provided such mortgagee is an Institutional Lender and agrees that it will in the event of loss hold the proceeds for payment of the cost of repairing, rebuilding or restoring the damaged premises as may be required pursuant to the provisions of Article XII hereof captioned "DAMAGE AND RESTORATION".

B. Any loss covered by the insurance required to be maintained under the foregoing provisions of this article shall be adjusted with the owner of the insured property or any insured designated by such owner to adjust such loss.

C. If restoration or repair of the damaged premises is required under the terms of this lease, the party hereto responsible for such restoration work shall apply the insurance proceeds or cause them to be applied in payment of the cost of such restoration work to the extent that such proceeds are required for such purpose and any excess shall be retained by the owner of the insured premises or its designee.

D. If as a result of the damage or destruction Tenant elects to terminate the term of this lease pursuant to Section 12.1 hereof, there shall be released and paid over to Landlord such portion of the insurance proceeds payable on account of such damage or destruction as Landlord is entitled to receive under the provisions of said section and the remainder of such proceeds shall be paid over to Tenant.

E. If there shall be a loss respecting improvements on the Common Facilities from a casualty against which Landlord is required by the terms of this lease to cause insurance to be maintained and such insurance shall be maintained by the owner or lessee of the damaged or destroyed improvements under a separate agreement with Landlord, Landlord shall use its best efforts, including, without limitation, the institution of suit, to enforce the provisions of such agreement relating to the manner in which the insurance proceeds are to be applied in payment of the cost of repairing or restoring the damaged or destroyed property.

Section 11.4 Liability Insurance.

Each party hereto shall maintain a policy of comprehensive public liability insurance, naming itself as the insured, against claims on account of bodily injury, death or property damage incurred in the

case of Tenant's policy upon Tenant's Parcel and in the case of Landlord's policy upon the Common Facilities. Such insurance shall have limits of not less than $2,000,000 per occurrence in respect to bodily injury or death and not less than $2,000,000 per occurrence in respect to property damage.

Section 11.5 Self Insurance; Blanket and Umbrella Insurance.

Any insurance required to be maintained under the provisions of this article may be carried in whole or in part (a) under any plan of self-insurance or self-assumption of risks which the party hereto responsible for the maintenance of such insurance may from time to time have in force and effect so long as such party (or any guarantor of performance of the obligations hereunder of such party) shall have a net worth of $200,000,000 or more, (b) under a "blanket" policy or policies covering other properties of such party or of such party and any Related Corporation thereof, so long as such blanket policy is endorsed to specifically evidence coverage of Tenant's Parcel or the Common Facilities, respectively, or (c) under an "umbrella" (excess coverage) policy, provided that such "umbrella" policy together with the basic policy which it supplements shall provide coverage in the aggregate meeting the requirements of this article and so long as such umbrella policy is endorsed to specifically evidence coverage of Tenant's Parcel or the Common Facilities, respectively; or (d) in the case of WEDA or the City, following any transfer of all or any portion of the Common Facilities, by Colorado Intergovernmental Risk Sharing Agency (CIRSA). Any party electing to self-insure or to self-assume risks as herein provided shall furnish to the other on request evidence of the adequacy of its or its guarantor's net worth. The annual report of Penney shall be sufficient evidence of its net worth.

Section 11.6 Evidence of Insurance.

Each party shall deliver to the other party upon request certificates of the insurance required to be maintained under this article. Each such certificate shall state that the insurance evidenced thereby shall not be cancelled unless thirty days prior written notice shall have been given by the insurer to the other party. To the extent that Tenant is providing self-insurance as permitted hereunder, a letter to the effect that Tenant is so providing shall be deemed to be a certificate of insurance for the purposes of this Section.

Section 11.7 Indemnification.

Tenant covenants to defend, indemnify and hold harmless Landlord from and against all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, alleged to have occurred on Tenant's Parcel during the term of this lease or (b) any alleged act or omission whatsoever or alleged negligence of Tenant or of any subtenant, concessionaire, licensee or departmental lessee of Tenant or of the agents, contractors, servants or employees of Tenant or of any such subtenant, concessionaire, licensee or departmental lessee of Tenant; excepting, however, in each case, claims, accidents, injuries, loss or damages arising from or as a result of any alleged act or omission whatsoever or alleged negligence of Landlord or its agents, contractors, servants or employees. Landlord has advised Tenant that the original landlord under this Lease, WEDA, as a public entity does not have authority under the Colorado Constitution to indemnify third parties. However, in the event that Landlord is permitted by law to undertake such indemnification or Landlord assigns this lease in the future to a party who is not a public entity, then following the date of such assignment, Landlord covenants to defend, indemnify and hold harmless Tenant from and against all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, alleged to have occurred in or about the Common Facilities during the term of this lease or (b) any alleged act or omission whatsoever or alleged negligence of Landlord or the agents, contractors, servants or employees of Landlord; excepting, however, in each case, claims, accidents, injuries, loss, or damages arising from or as a result of any alleged act or omission whatsoever or alleged negligence of Tenant or any subtenant, concessionaire, licensee or departmental lessee of Tenant or of the agents, contractors, servants or employees of Tenant or of any such subtenant, concessionaire, licensee or departmental lessee of Tenant. Each party hereto shall promptly notify the other of any claim asserted against such party with respect to which such party is indemnified against loss by the other party

hereunder, and the party giving such notice shall promptly deliver to the other party the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. The party so notified of any claim against which such party has indemnified the other party hereunder against loss shall defend any such suit at its sole cost and expense with attorneys of its own selection, but the party so indemnified shall have the right, if it sees fit, to participate in such defense at its own expense.

ARTICLE XII

DAMAGE AND RESTORATION

Section 12.1 Damage to Improvements on Tenant's Parcel.

A. If the whole or any part of any building or other improvement located upon Tenant's Parcel shall, during the term hereof, be damaged or destroyed by fire or other casualty against which Tenant is required by the terms of this lease to maintain insurance, Tenant shall, subject to Unavoidable Delays, forthwith remove any resulting debris and repair, restore or rebuild the damaged or destroyed improvements substantially in accordance with the plan or plans pursuant to which they were constructed and to a condition whereby they will have a value not less than their value just prior to said loss, it being agreed that Tenant shall not be obligated to restore or rebuild any building or other improvement located upon Tenant's Parcel which shall have been damaged or destroyed by a casualty not required to be insured against by the terms of this lease.

B. Anything herein to the contrary notwithstanding, it is understood and agreed that if the whole or any part of any building or other improvement located upon Tenant's Parcel shall, during the term hereof, be damaged or destroyed by fire or other casualty and

(a) the cause of such damage or destruction shall have been a casualty against which Tenant is not required to insure by the terms of this lease and Tenant's Store Building shall have been damaged or destroyed to such an extent that the cost of restoration thereof would exceed 15% of the amount it would have cost to

replace said building in its entirety at the time such damage or destruction occurred; or

(b) such damage or destruction shall have taken place at a time when the term of this lease is scheduled to expire within a period of five years thereafter and the extent of such damage or destruction is such that the cost of restoration would exceed 50% of the amount it would have cost to replace the improvements on Tenant's Parcel in their entirety at the time such damage or destruction took place, then and in any such event Tenant shall have the right and option to terminate the term of this lease, by giving Landlord notice of such election within six months after such damage or destruction shall have taken place. If Tenant shall give such notice, the term of this lease shall terminate as of the last day of the month immediately following the month during which such notice shall have been given and Tenant shall not be required to restore or rebuild any such damaged or destroyed building or other improvement located upon Tenant's Parcel. However, Tenant shall (i) raze the portions thereof which are not to be restored or rebuilt, (ii) remove all debris, and (iii) take all other action required by good construction practice in order to give the area previously occupied by such razed improvements an attractive appearance and so as to enable such area to be maintained in a good, clean, and orderly condition. If Tenant shall terminate the term hereof by reason of the existence of the conditions described in item (b) above of this paragraph B, then Tenant may subtract from all insurance proceeds payable on account of such damage or destruction all of its third party expenses incurred under subsections (i), (ii) and (iii) above, and from the balance of such insurance proceeds, there shall be paid to Landlord that portion of all insurance proceeds payable on account of such damage or destruction which is determined by multiplying the amount of such proceeds by a fraction, the numerator of

which is the number of years for which the term of this lease shall have run at the time when such damage or destruction took place and the denominator of which is the number of years in the Initial Term of this lease plus the number of years for which such term could be extended by means of Tenant's exercising all of the options granted Tenant in the Section hereof captioned "Options to Extend"; the remainder of such insurance proceeds shall be paid to Tenant.

C. Intentionally Deleted.

Section 12.2 <u>Damage to Improvements Outside Tenant's Parcel</u>.

A. If during the term hereof any of the Common Facilities shall be damaged or destroyed, either in whole or in part, by fire or other casualty against which Landlord is required by the terms of this lease to maintain insurance, then Landlord shall, subject to Unavoidable Delays, forthwith remove, or cause to be removed, any resulting debris and repair, restore or rebuild, or cause to be repaired, restored or rebuilt, the damaged or destroyed improvements substantially in accordance with the plan or plans pursuant to which they were constructed and to a condition whereby they will have a value not less than their value just prior to said loss.

B. If during the term hereof any of the buildings or other improvements located on any part of the Adjacent Property shall be damaged or destroyed, and if Landlord is a party to an agreement with the owner or lessee of the damaged or destroyed improvements which obligates such owner or lessee to repair or rebuild the same or cause them to be repaired or rebuilt, Landlord shall use its best efforts to enforce such obligation including, without limitation, the institution of suit.

C. If the Common Facilities situated outside Tenant's Parcel shall suffer damage or be destroyed, then until such time as they are repaired, restored and/or rebuilt a just and equitable portion of rent payable hereunder and the CAM Reimbursement, payable by Tenant hereunder according to the nature and extent of the damage sustained shall be abated.

D. If any of the following shall occur:

(a) the repair or restoration work for which Landlord is responsible under the provisions of paragraph A of this section for any reason whatsoever is not commenced within 90 days from the date when such damage or destruction occurred or is not diligently prosecuted to completion,

(b) Landlord, not being responsible under the provisions of said paragraph A for having the damaged or destroyed Common Facilities repaired or rebuilt, does not voluntarily assume such responsibility and commence, or cause to be commenced, such restoration work within said period of 90 days and thereafter diligently prosecute such work to completion, or cause such work to be diligently prosecuted to completion, or

(c) any required repair or restoration under paragraph B of this section of any damaged or destroyed buildings or other improvements located on the Adjacent Property is not commenced within 180 days from the date when such damage or destruction occurred or is not diligently prosecuted to completion, Tenant shall have the right and option to terminate the term of this lease, by giving Landlord notice of such election at any time prior to the completion of such repair or restoration work provided such work is not then being actively undertaken, and upon such notice being given the term of this lease shall terminate as of the date 30 days after the giving of such notice.

E. If during the term hereof any of the Common Facilities shall be damaged or destroyed, either in whole or in part, and Landlord is not responsible under the provisions of paragraph A of this section for having the damaged or destroyed improvements repaired or rebuilt and does not voluntarily assume such responsibility, then and in any such case Landlord shall (i) raze, or cause to be razed, the portions thereof which are not to be restored or rebuilt, (ii) remove, or cause to be removed, all debrist and (iii) take, or cause to be taken, all other action required by good construction practice in order to give the area previously occupied by such razed improvements an attractive appearance and so as to enable

such area to be maintained in a good, clean, and orderly condition; provided, however, that nothing herein contained shall prevent a parking area or other Common Facilities from being constructed thereon.

Section 12.3 Restoration Covenants Mutually Dependent.

Anything herein to the contrary notwithstanding, neither party hereto shall be required to perform, or cause to be performed, restoration work under the provisions of either of the foregoing sections of this article if the other party hereto shall be obligated to perform, or cause to be performed, restoration work under one of said sections, but such work is not being diligently undertaken and prosecuted to completion.

ARTICLE XIII

CONDEMNATION

Section 13.1 Condemnation of Tenant's Premises.

A. If all or any portion of Tenant's Store Building shall be taken by Condemnation and in Tenant's judgment reasonably exercised it shall not be feasible to restore or replace the same to a complete architectural unit capable of being operated in an economical manner as a retail department store, Tenant shall have the right and option to terminate the term of this lease, by giving Landlord notice of such election within six months after Tenant shall have been deprived of possession of the property so taken, and if such notice is given, said covenant and all such restrictions, or the term of this lease, as the case may be, shall terminate as of the date 30 days after the giving of such notice. Unless such option shall be given to Tenant by reason of such a Condemnation and Tenant shall exercise it, Tenant shall restore said building to a complete retail department store unit which may contain the same or more or less Floor Area than said building contained when originally constructed and have the same or a lesser or greater value than the value of said building immediately prior to such taking.

B. In the event of any such taking of all or part of Tenant's Premises, any unearned rent shall be refunded to Tenant, and if the taking be partial, the fixed rent payable hereunder for any period subsequent to such taking shall be reduced in the same proportion that the area of Tenant's Parcel is reduced by or as a consequence of such taking. If an annual contingent rent based on Tenant's annual

Retail Sales shall be payable hereunder, the annual sales volume or volumes appearing on the Rent Rider hereto to be used in computing the contingent rent payable hereunder for any period subsequent to such taking shall likewise be proportionally decreased on the basis of the reduction in the area of Tenant's Parcel. Any alternative rent that may be payable under the provisions of the Rent Rider hereto shall be adjusted as follows:

(a) If the provisions of paragraph C of the Rent Rider relating to the payment of such rent are not then operative but later become operative, then for the purpose of calculating such alternative rent when such provisions become operative, the total of the contingent rent paid or Tenant's Store Building shall have been opened to the public for business and the date of taking of possession of the condemned property (as the same may theretofore have been reduced pursuant to the provisions of this paragraph) shall be reduced by the percentage of reduction in the area of Tenant's Parcel caused by such taking.

(b) If the provisions of paragraph C of the Rent Rider relating to the payment of such rent are then operative, the alternative rent payable from and after the date of taking of possession of the condemned property shall be reduced by the percentage of reduction in the area of Tenant's Parcel caused by such taking.

C. In any Condemnation proceeding the award made for, or the portion of the award equitably attributable to, the taking of any building or other improvement located on Tenant's Parcel or the taking of Tenant's fixtures, equipment, signs or other personal property shall belong to Tenant, and any award or so much of any award as is granted as compensation for the taking of land within Tenant's Parcel, shall be divided between Landlord and Tenant in accordance with the values of their respective interests in such land. In any such proceeding whereby all or part of Tenant's Premises is taken, whether or not Tenant elects to terminate the term of this lease, each party shall have the right to make claim against the condemning authority for the amount of the actual provable damage done to each of them by such proceeding. If the condemning authority or the court having jurisdiction shall refuse to permit separate claims to be made, then and in that event Landlord shall prosecute with counsel satisfactory to

Tenant the claims of both Landlord and Tenant, and the proceeds of the award, after deducting all reasonably legal fees and other expenses incurred in connection with prosecuting such claims, shall be paid over to Landlord and Tenant, respectively, as hereinbefore provided.

Section 13.2 <u>Condemnation of Premises Outside Tenant's Parcel</u>.

A. If all or any portion of the Common Facilities or the C-2 Parking Deck shall be taken by Condemnation or if any portion of the Temporary Parking Area shall be taken by Condemnation prior to the date on which the C-2 Parking Deck is opened for business, and as a consequence thereof one or more of the following shall occur:

(i) the parking facilities within the Common Facilities and the Temporary Parking Area shall contain less than 75% of the number of parking spaces required in order for such facilities to comply with the foregoing parking ratio as applied to the Tenant's Premises, or

(ii) the means of access to Tenant's Store Premises from any public street abutting the Tenant's Premises shall be adversely affected,

Landlord shall furnish Tenant a plot plan showing the Common Facilities or Temporary Parking Area that have been taken and the substitute Common Facilities or Temporary Parking Area which Landlord intends to construct in Downtown Westminster to take the place of the condemned property. If Landlord shall fail to furnish Tenant such information within 60 days after the date upon which the condemned Common Facilities or Temporary Parking Area shall have become unavailable for the use of Tenant's customers, or if the information so submitted shows that it is not the intention of Landlord to construct substitute Common Facilities or Temporary Parking Area which will (i) cause each of the areas described in items (a) and (b) above (as such areas may be expanded by the use of contiguous land for parking purposes) to have at least 75% of the number of parking spaces required in order for such facilities to comply with the parking ratio therein referred to, and (ii) in Tenant's judgment reasonably exercised provide adequate access to Tenant's Store Premises from the public streets abutting the Tenant's Premises, Tenant shall have the right and option to terminate the term of this lease, by giving

Landlord notice of such election within six months after the date upon which the condemned Common Facilities or Temporary Parking Area shall have become unavailable for the use of Tenant's customers. If the information so furnished Tenant by Landlord shows that it is the intention of Landlord to construct substitute Common Facilities or Temporary Parking Area meeting the aforesaid criteria, but there shall be a failure to begin the work of constructing such facilities with reasonable promptness or to diligently prosecute such work to completion, Tenant may exercise said option within six months after a panel of arbitrators selected and acting in accordance with the procedures provided for in the Section hereof captioned "Arbitration" shall have found that there was such a failure.

Section 13.3 <u>Other Provisions Relating to a Permanent Taking.</u>

A. If all or part of the Common Facilities shall be taken by Condemnation and if the term of this lease shall not have been terminated by reason of such taking, the following shall be applicable. The proceeds of any reward for, or equitably attributable to, the taking of such property within Tenant's Parcel shall be used by Tenant, and the proceeds of any award for, or equitably attributable to, the taking of such property outside of Tenant's Parcel shall be used by Landlord, to provide alternative, and insofar as practicable equivalent, facilities to those taken complying with the requirements of this lease to the extent that such award will pay the cost thereof and to the extent that it is physically possible and legally permissible to construct such facilities.

B. Substitute parking facilities provided by Landlord shall be in the form of one or more parking decks or ground level parking areas of comparable quality to the parking area taken and contiguous to the remaining parking area. If Landlord shall provide substitute parking facilities, they shall be located on the Adjacent Property or on land contiguous to the Adjacent Property. The provisions of paragraph A of the Section hereof captioned "Plans for Future Construction" shall be applicable as respects the construction of substitute Common Facilities. Anything herein to the contrary notwithstanding, Landlord shall not be required to replace Temporary Parking Area parking spaces lost through Condemnation if the remaining spaces thereon comprise 90% or more of the original number of

spaces or if the C-2 Parking Deck has been opened to the public and continues to contain at least 684_ parking spaces.

C. Intentionally Deleted.

D. If the term of this lease shall be terminated under the provisions of this article, rent payable hereunder for the period during which such termination occurs shall be pro-rated and any unearned rent shall be refunded to Tenant.

Section 13.4 Award for Temporary Taking.

If by reason of any proceeding involving an exercise of the power of Condemnation Tenant shall be temporarily deprived in whole or in part of the use of any portion of Tenant's Premises, the entire award made as compensation therefor shall be paid over to Tenant, and there shall be no abatement of rent payable hereunder.

Section 13.5 Manner of Applying Awards Applicable to Certain Adjacent Property.

If a Condemnation award in excess of $250,000 shall be made to the owner or lessee of property located on that part of the Adjacent Property which lies outside of both Landlord's and Tenant's Parcels, and (ii) if Landlord is a party to an agreement with such owner or lessee which prescribes the manner in which such proceeds are to be applied to pay the cost of restoring or replacing any partially or fully condemned structure, Landlord shall use its best efforts to enforce the terms of such agreement including, without limitation, the institution of suit.

Section 13.6 Disputes Relating to Condemnation.

If Landlord or Tenant cannot agree upon the division to be made between them of an award made for, or equitably attributable to, the taking of all or part of Tenant's Premises by Condemnation and such matter shall not have been determined by the court before whom the proceeding for the Condemnation of such property was brought pursuant to CRS 38-1-105, then and in any such event the division shall be settled by arbitration in accordance with the provisions of the article hereof captioned "ARBITRATION".

Section 13.7 Certification of Elimination of Blight.

Effective as of the Effective Date, Landlord agrees and certifies to Tenant and to any competent court or administrative body who may be concerned, that (i) any condition(s) of blight related to the Tenant's Parcel and Block C-2 have been eliminated and are no longer present; and (ii) Landlord agrees that it will not take any position contrary to this statement in any judicial or administrative position during the remaining term of this lease.

ARTICLE XIV

DEFAULT

Section 14.1 Default Clause.

A. If the rent or other sums due under this lease (including without limitation sums due under paragraph C below) herein provided for or any part thereof shall be unpaid on the date when due and remain so for a period of 30 days after Landlord shall have given to Tenant notice of such default, then and in such case it shall and may be lawful for Landlord, at Landlord's option, after final non-summary adjudication of Tenant's default, take action to terminate the term of this lease and to enter into Tenant's Premises or any part thereof and expel Tenant or any person or persons occupying Tenant's Premises, and so to repossess and enjoy the property hereby demised to Tenant as in Landlord's former estate. Should the term of this lease at any time be terminated under the terms and conditions hereof after final non-summary adjudication, or in any other way, Tenant hereby covenants and agrees to surrender and deliver up Tenant's Premises peaceably to Landlord immediately upon the termination of the term hereof. Landlord agrees that in no event shall the non-payment of rent be the basis of a forfeiture of this lease or otherwise result in the eviction of Tenant or the termination of the term of this lease unless notice of such non-payment shall have been served on Tenant as hereinbefore provided and Tenant shall have failed to cure such default within said 30-day period after the service of said notice and after final non-summary adjudication of Tenant's default.

B. Intentionally Deleted

C. If Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent or other sums due under this lease, then Landlord shall give to Tenant notice of such default, and if Tenant shall fail to cure such default within 90 days after service of such notice, or if the default is of such character as reasonably to require more than 90 days to cure and Tenant shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default after service of such notice; or if the failure of Tenant relates to a matter which in Landlord's judgment reasonably exercised is of an emergency nature and such failure shall remain uncured for a period of 48 hours after Landlord shall have served upon Tenant notice of such failure, then and in any such event Landlord may cure such default for the account of and at the cost and expense of, Tenant (if the default is of a nature capable of being cured by Landlord), and the full amount so expended by Landlord shall immediately be owing by Tenant to Landlord with interest thereon at the rate of 15% per annum or the maximum legal rate, whichever is lower. Landlord agrees that in no event shall such non-monetary default which is cured by Landlord in accordance with this paragraph C be the basis of a forfeiture of this lease or otherwise result in the eviction of Tenant or the termination of the term of this lease.

D. If Tenant shall be in default in performing any of the terms or provisions of this lease other than the provisions requiring the payment of rent or other sums due under this lease and other than a default which may be cured by Landlord in accordance with paragraph C above, and if Landlord shall give to Tenant notice of such default, and if Tenant shall fail to cure such default within 90 days after service of such notice, or if the default is of such character as reasonably to require more than 90 days to cure and Tenant shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default after service of such notice, then and in such case it shall and may be lawful for Landlord, at Landlord's option, after final non-summary adjudication of Tenant's default, take action to terminate the term of this lease and to enter into Tenant's Premises or any part thereof and expel Tenant or any person or persons occupying Tenant's Premises, and so to repossess and enjoy the property hereby demised to Tenant as in Landlord's former estate. As examples, but not by way of limitation,

Tenant's failure or refusal to submit Tenant's Premises to the GID in accordance with Section 4.3B or Tenant's failure or refusal to complete construction of the Tenant's Premises Expenditure Improvements in accordance with Section 2.4 or Tenant's default under Section 9.1 would be defaults which are incapable of being cured by Landlord, and which, if not performed by Tenant, may be the basis for a termination or forfeiture of this lease under this paragraph D, after final non-summary adjudication of Tenant's default.

Section 14.2 Unperformed Covenants of Landlord May be Performed by Tenant.

A. If Landlord shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Landlord pursuant to this lease, or if Landlord should fail to make any payment which Landlord agrees to make and Landlord shall fail to cure such default within 60 days after Tenant shall have served upon Landlord notice of such failure (or if the default is of such character as reasonably to require more than 60 days to cure and Landlord shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter); or if the failure of Landlord relates to a matter which in Tenant's judgment reasonably exercised is of an emergency nature and such failure shall remain uncured for a period of 48 hours after Tenant shall have served upon Landlord notice of such failure; then in any such event Tenant may cure such default for the account of and at the cost and expense of, Landlord (if the default is of a nature capable of being cured by Tenant), and the full amount so expended by Tenant shall immediately be owing by Landlord to Tenant with interest thereon at the rate of 15% per annum or the maximum legal rate, whichever is lower. If such repayment shall not be made within 10 days after such demand is made, Tenant shall have the right to deduct the amount thereof, together with interest as aforesaid, without liability of forfeiture, from rents or any other sums then due or thereafter becoming due from Tenant to Landlord hereunder, and irrespective of who may own or have an interest in Tenant's Premises at the time such deductions are made.

B. Any deduction pursuant to the provisions of this section from any rent or other sums due or payable hereunder shall not constitute a default in the payment thereof under Section 14.1A unless

Tenant shall fail to pay the amount of such deduction to Landlord within 30 days after final adjudication that such amount is owing to Landlord. The option given in this section is for the sole protection of Tenant, and its existence shall not release Landlord from the obligation to perform the terms, provisions, covenants and conditions herein provided to be performed by Landlord or deprive Tenant of any legal rights which it may have by reason of any such default by Landlord.

C. Landlord hereby grants to Tenant non-exclusive rights of entry and non-exclusive easements for and during the term of this lease in, over and under any and all parts of the Common Facilities situated outside Tenant's Parcel (excluding the right to enter premises demised to or owned by others) for all purposes reasonably necessary to enable Tenant (acting directly or through agents, contractors, or subcontractors) so to perform any of the terms, provisions, covenants or conditions of this lease which Landlord shall have failed to perform.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1 Notices.

Any notice, demand, consent, approval, request, statement, document or other communication required or permitted to be given to or served upon either party hereto pursuant to this lease or applicable law shall be in writing and shall be sent using a method which confirms delivery (or refusal of delivery) by either the United States Postal Service or overnight service by a recognized national courier service (such as, but not limited to, Federal Express or United Parcel Service), postage prepaid, addressed:

(a) if to Landlord:

Westminster Economic Development Authority
4800 West 92nd Ave.
Westminster, CO 80031

(b) if to Tenant:

(if by regular mail)
J.C. Penney Corporation, Inc.
P.O. Box 10001
Dallas, Texas 75301-1104
Attn: Real Estate Counsel

(if by overnight mail)
J.C. Penney Corporation, Inc.
6501 Legacy Drive M/S 1104
Plano, Texas 75024-3698
Attn: Real Estate Counsel

With a duplicate copy to:
J.C. Penney Corporation, Inc.
P.O. Box 10001
Dallas, Texas 75301-2104
Attn: Property Manager for Store #2160 (Westminster, CO)

with a duplicate copy to the Tenant's Premises, marked for the attention of "Store Manager"; provided, however, that Tenant may give Landlord notice of the need for emergency repairs in the manner provided for in the Section hereof captioned "Unperformed Covenants of Landlord May be Performed by Tenant". All such communications mailed or transmitted in accordance with the foregoing provisions shall be deemed to have been given or served as of the third business day after such mailing or one business day after transmittal by overnight delivery by national courier. Either Landlord or Tenant may, by 10 days prior notice to the other as aforesaid, designate a different address or different addresses within the United States to which communications intended for it are to be sent.

Section 15.2 Transfer of Landlord's Interest.

A. Landlord shall promptly notify Tenant in the event of any transfer or conveyance of title to Tenant's Parcel, giving the name and address of the transferee (or of each transferee if more than one) and instructions regarding the manner in which rent is to be paid and notices are to be served on the transferee(s). In such event Landlord herein named (or the then grantor if Landlord herein named shall have previously made such a transfer or conveyance) shall be automatically released of all liability as respects the performance of any and all obligations on the part of Landlord thereafter to be performed hereunder when and only when all of the following shall have been done:

(a) Tenant shall have been furnished the information called for in the first sentence of this paragraph together with proof, in form satisfactory to Tenant, that the aforesaid transfer or conveyance has been made; and

(b) Tenant shall have been furnished a recordable instrument, in form satisfactory to Tenant, under which the transferee, or each transferee if more than one, assumes performance of all obligations of Landlord under this lease to be performed from and after the date of such transfer or conveyance.

B. In the event of any change in ownership of Tenant's Parcel or an assignment of Landlord's interest in this lease Tenant shall not be obligated to pay rents thereafter accruing until the conditions set forth in item (c) of the immediately preceding paragraph of this section shall have been complied with, and the withholding of rents in the meantime shall not be deemed a default upon the part of Tenant.

C. If during the term hereof Landlord's interest in this lease shall be acquired by more than one person, firm, corporation, or other entity**,** whether by conveyance**,** operation of law or otherwise, Landlord shall by notice to Tenant signed by all of the then lessors hereunder appoint one such lessor to whom rent may be paid by Tenant and upon whom all notices which Tenant may give hereunder may be served. Until such appointment shall be made, Tenant shall be authorized from time to time to select any one of such lessors and to pay all rent coming due hereunder to, and serve all notices upon, the lessor so selected until such time as such appointment shall have been made as aforesaid. The service of any notice upon and the payment of any rent to the appointed or selected lessor as herein provided shall constitute service of notice upon, and payment of rent to, Landlord.

Section 15.3 <u>Estoppel Certificate</u>.

Each of the parties hereto agrees, at any time and from time to time upon not less than 30 days' prior request by the other party, to execute and deliver to the party making such request a written certificate stating (a) whether this lease is in full force and effect; (b) whether this lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (c) the date to which rent has been paid; and (d) whether to the best knowledge of the party to whom such request is directed any uncured default exists on the part of the other party hereunder, and, if so, specifying the nature of such default.

Section 15.4 Arbitration.

Whenever any question, matter or dispute is expressly made arbitrable by the terms of this lease, the provisions of this section shall apply thereto. Within 15 days after either of the parties hereto shall have notified the other that it desires arbitration, two arbitrators shall be chosen, one by Landlord and one by Tenant, and within 10 days thereafter a third arbitrator shall be selected by the two thus chosen. If either of the parties hereto shall fail to make such choice within the time herein provided, or the then two arbitrators shall fail to choose a third arbitrator within the time herein provided, then the party not in default in selecting an arbitrator, or either party in the event that the two arbitrators so chosen shall have failed to select a third, may upon five days' notice to the other party request the presiding judge of the District Court of the United States for the district in which the Tenant's Premises are located acting in his private and non-judicial capacity to choose an arbitrator or arbitrators to fill the vacancy or vacancies. Such judge may thereupon appoint an arbitrator or arbitrators, as the case may be, to complete the panel of three arbitrators. If such judge shall fail or refuse to make such appointment, the arbitrator or arbitrators needed to complete the panel shall be named or appointed in accordance with the prevailing laws of the state of Colorado relating to arbitration.

The three arbitrators upon being duly appointed shall investigate the facts and hold hearings at which the parties hereto may present their evidence and arguments. A decision by majority vote of the arbitrators shall be rendered within 60 days after the date upon which the last arbitrator is appointed. Such decision shall be final and binding on the parties hereto. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. No party shall be considered in default hereunder during the pending of arbitration proceedings relating to such default. If the arbitrators shall fail to render a decision within said period of 60 days, then either party shall have the right to institute such action or proceeding in such court as such party shall deem appropriate in the circumstances. The arbitrators shall determine in what proportion the parties hereto shall bear the cost of such arbitration, except that each party thereto shall pay the fees and expenses of the arbitrator appointed by or on behalf of such party and one-half of the fees and expenses of the third arbitrator, if any. In

determining any question, matter or dispute before them, the arbitrators shall apply the provisions of this lease without varying therefrom in any respect and shall be without power to add to, modify or change any of said provisions. In the event that for any reason whatsoever an arbitrator or arbitrators shall not be appointed as in this Article provided, then such arbitrator or arbitrators, shall be named or appointed in accordance with the prevailing provisions of the laws of the State where the Tenant's Premises are located relating to arbitration.

Section 15.5 Attorneys Fees.

In case suit shall be brought because of the breach of any covenant herein contained on the part of either party to be kept or performed, the unsuccessful party shall reimburse the party ultimately prevailing in such action for such party's reasonable, attorneys' fees incurred in connection with such proceeding.

Section 15.6 Waiver of Performance by Either Party.

One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this lease or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act. Any waiver of a covenant, term, or condition contained in this lease or any waiver of default must be in writing and signed by both parties.

Section 15.7 Remedies Cumulative.

Except as otherwise expressly provided herein, all rights, privileges and remedies afforded either of the parties hereto by this lease or by law shall be deemed cumulative and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, privilege or remedy provided for herein or granted by law.

Section 15.8 No Partnership.

Nothing in this lease shall be construed as making the parties hereto partners or joint venturers or members of a joint enterprise or, except as otherwise specifically provided herein, as rendering either of said parties liable for the debts or obligations of the other party.

Section 15.9 Partial Invalidity.

If any covenant, term or condition of this lease or any application thereof shall be invalid or unenforceable, the remainder of this lease and any other application of such covenant, term or condition shall not be affected thereby.

Section 15.10 Governing Law.

This lease shall be construed according to, and be governed by, the law of the State of Colorado.

Section 15.11 Lease Not To Be Recorded.

The parties hereto have agreed to execute and deliver a memorandum of this lease for recording purposes with the expectation that such memorandum is in recordable form. If in the opinion of Tenant's counsel such memorandum will not afford Tenant the protection of the recording statutes, the parties hereto agree to take whatever action may in the opinion of Tenant's counsel be necessary to obtain such protection for Tenant. Landlord agrees that Landlord will not record this lease unless Tenant shall have consented to Landlord's so doing.

Section 15.12 Counterparts.

This lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

Section 15.13 Easements and Covenants Running With the Land.

A. Each of the easements granted by this lease shall constitute a servitude on the property of the grantor and an appurtenance to the property of the grantee, shall survive the total or partial destruction of the subject matter of the easement and/or the servient tenement of such grant, and shall run with the land. The grantee of any such easement may extend the benefits thereof to each of its Permittees. An

estate for whose benefit an easement is reserved hereunder shall for the purposes of this section be deemed to be the grantee of such easement.

B. It is intended that each and all of the covenants and agreements in this lease to be performed by or on the part of Landlord and Tenant, whether to be performed on or in Tenant's Premises or on or in any other portion of Downtown Westminster, and whether affirmative or negative in nature, shall be construed as covenants and not as conditions and that to the fullest extent legally possible all such covenants by Landlord and Tenant shall run with the land.

C. Notwithstanding any other provision of this lease to the contrary, all easements and covenants created by this lease will terminate effective upon the expiration of the term of this lease (including any options to extend that are exercised by Tenant) or upon the date of any earlier termination of this lease. Upon request of Landlord (and at Landlord's recording cost), Tenant agrees to execute a memorandum in recordable form confirming the expiration or termination date of this lease.

Section 15.14 <u>Lease Binding on Successors; Etc.</u>

All covenants, agreements, provisions and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors in interest and assigns and grantees of Landlord and Tenant, subject to the limitations on assignment and subletting contained in this lease. This lease shall not be binding upon Tenant until a fully executed copy thereof shall have been delivered by Tenant to Landlord or to Landlord's duly authorized agent or representative. No modification of this lease shall be binding unless evidenced by an agreement in writing signed by Landlord and signed in Tenant's name by one of Tenant's duly authorized officers.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed as of the day and year first above written.

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY BY:_____ Donald Tripp Executive Director Attest: _____ Secretary APPROVED AS TO LEGAL FORM By:_____ Authority Attorney	**J. C. PENNEY PROPERTIES, INC.** By: _____ _____ President Attest: _____ Assistant Secretary

STATE OF COLORADO

ss.:

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the ____ day of _____, 2016 by Donald Tripp as Executive Director of the Westminster Economic Development Authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

_____ _____

Notary Public

STATE OF TEXAS

ss.:

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, a _____ of J. C. PENNEY PROPERTIES, INC., a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

_____ _____

Notary Public, State of Texas

RENT RIDER

A. For the period commencing on the Commencement Date and continuing during the remainder of the term of this lease, Tenant shall pay Landlord an annual fixed rent at the rate of:

(i) One and 00/100 Dollars ($1.00), payable on each anniversary of the date hereof for each of the first fifteen (15) Lease Years; and

(ii) Five Hundred Thousand Dollars ($500,000.00), payable on each anniversary of the date hereof for the sixteenth (16th) Lease Year through the thirtieth (30th) Lease Year.

B. (i) For as long as Tenant's Premises shall be used for the operation of a retail store business conducted by Penney or until the expiration of the term hereof if Tenant's Premises shall be used for such purpose throughout such term, Tenant, in addition to paying Landlord the aforesaid fixed rent, shall pay Landlord as contingent rent an amount for each full Lease Year equal to three percent (3%) of the Retail Sales made upon Tenant's Premises during each Lease Year in excess of the Breakpoints set forth below:

(x) $15,000,000.00 for the first fifteen (15) Lease Years; and

(y) $16,667,000.00 for the sixteenth (16th) through thirtieth (30th) Lease Years.

All such sums shall be paid within two months following the end of the Lease Year for which payable.

(ii) For the first Lease Year if longer than 365 days and for any fractional Lease Year of less than 365 days the foregoing annual sales volume(s) used in computing the contingent rent herein provided for shall be proportionally increased or reduced, as the case may be, by multiplying the same by a fraction having as its numerator the number of days in such first Lease Year or such fractional Lease Year and having as its denominator the number "365". If the Lease Year or fractional Lease Year for which such contingent rent is being computed includes the date "February 29", the number "365" wherever appearing in this subparagraph shall for the purpose of making such computation be changed to "366".

(iii) The term "Retail Sales" as used in this lease is hereby defined to mean the amount of retail sales made upon the Tenant's Premises as reflected in the sales tax returns submitted to the City of Westminster.

(iv) Intentionally deleted.

(v) Intentionally deleted.

(vii) This agreement shall not be construed as giving Landlord any partnership or other interest in Penney's business.

(viii)It is understood and agreed by Landlord that there has been no representation of any kind whatsoever made by Tenant as to the minimum or maximum amount of Retail Sales which may or shall be made in Tenant's Premises during any Lease Year of the term of this lease.

(ix) Intentionally deleted.

C. If any Related or Successor Corporation of Penney shall use Tenant's Premises for the operation of a retail store business, the reference in this Rent Rider to "Penney" shall as respects the period of such use be deemed to include and refer to such corporation.

D. Until it receives other instructions from Landlord, Tenant shall pay all rents and other sums due Landlord under this lease by check payable to the order of the Westminster Economic Development Authority and addressed to Landlord's address set out in the Notice section of this lease.

EXHIBIT A
JC PENNEY BUILDING PARCEL

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF BLOCK B-2, DOWNTOWN WESTMINSTER AND A PORTION OF THE 20 FOOT ALLEY ADJACENT TO SAID BLOCK B-2, RECORDED SEPTEMBER 09, 2015 AT RECEPTION NO. 2015096340, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK B-2 THENCE ALONG THE EASTERLY LINE OF SAID BLOCK B2, S00°42'00"W A DISTANCE OF 73.24 FEET; THENCE N89°18'00"W A DISTANCE OF 9.93 FEET TO THE POINT OF BEGINNING;
THENCE S00°40'34"W A DISTANCE OF 244.10 FEET;
THENCE N89°19'01"W A DISTANCE OF 298.97 FEET;
THENCE S00°44'04"W A DISTANCE OF 52.93 FEET;
THENCE N89°20'01"W A DISTANCE OF 82.77 FEET;
THENCE N00°37'42"E A DISTANCE OF 95.47 FEET;
THENCE S89°22'18"E A DISTANCE OF 20.00 FEET;
THENCE N00°39'55"E A DISTANCE OF 201.50 FEET;
THENCE S89°19'37"E A DISTANCE OF 361.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.148 ACRES OR 93,559 SQUARE FEET MORE OR LESS.

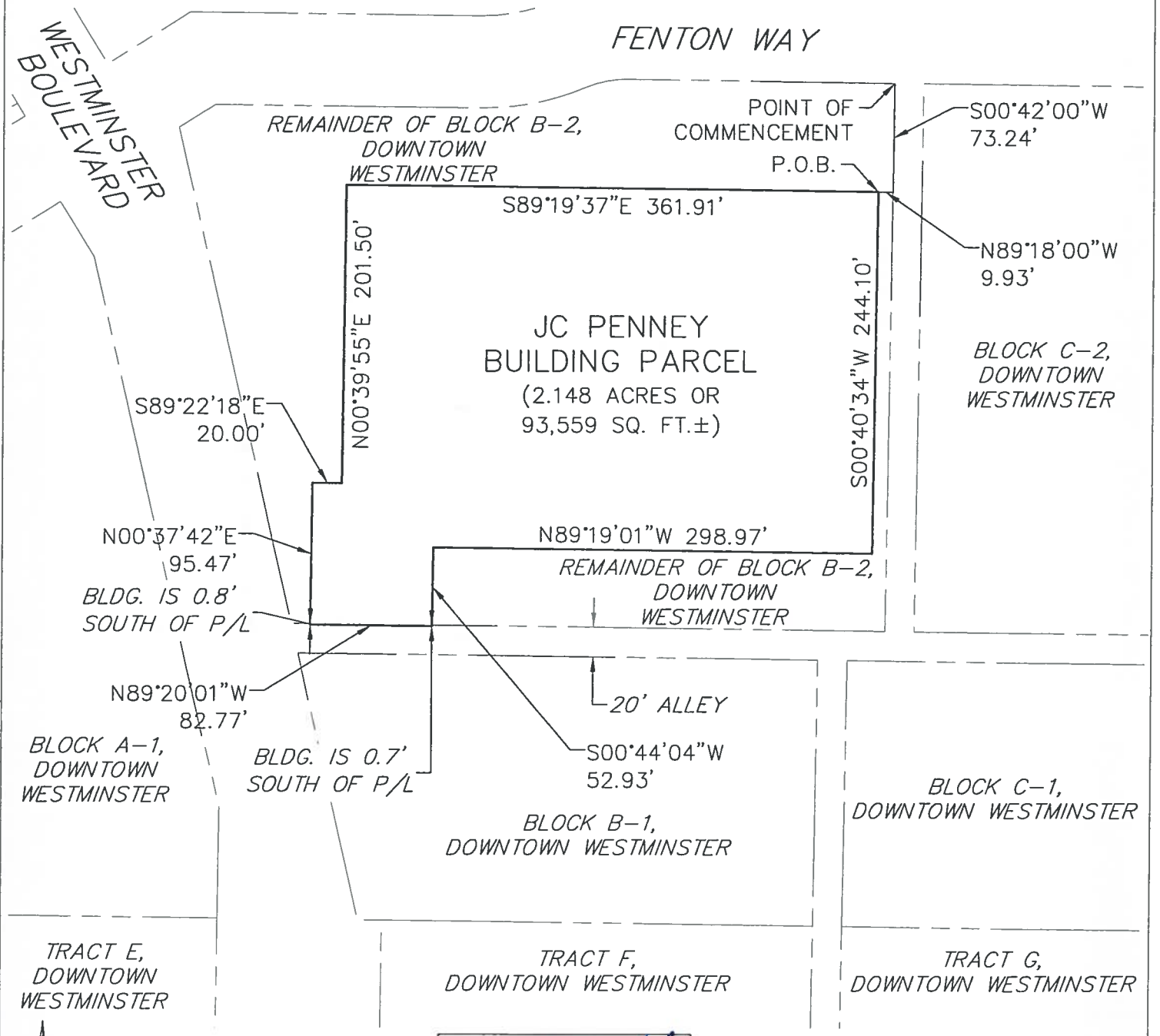
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CITY OF WESTMINSTER GIS HORIZONTAL CONTROL NETWORK WITH A BEARING OF N00°14'22"E ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 24, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #17488 AT THE SOUTH QUARTER CORNER.

PREPARED BY ADAM S. FORD
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE,
LAKEWOOD, CO. 80215
September 30, 2015
Rev. January 13, 2016

COLORADO REGISTERED
RICHARD A. NOBBE
23899
1/13/16
PROFESSIONAL LAND SURVEYOR

EXHIBIT A
JC PENNEY BUILDING PARCEL



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED DESCRIPTION.

COLORADO REGISTERED RICHARD A. NOBBE 23899 PROFESSIONAL LAND SURVEYOR 1/13/16

REV. JANUARY 13, 2016
SEPTEMBER 30, 2015

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
MAIN 303.431.6100 MARTINMARTIN.COM

DRAWING LOCATION: G:\Tuttle\13.0463-Downtown Westminster\SURVEY\Topo09-15\Exhibit\Exhibit.dwg

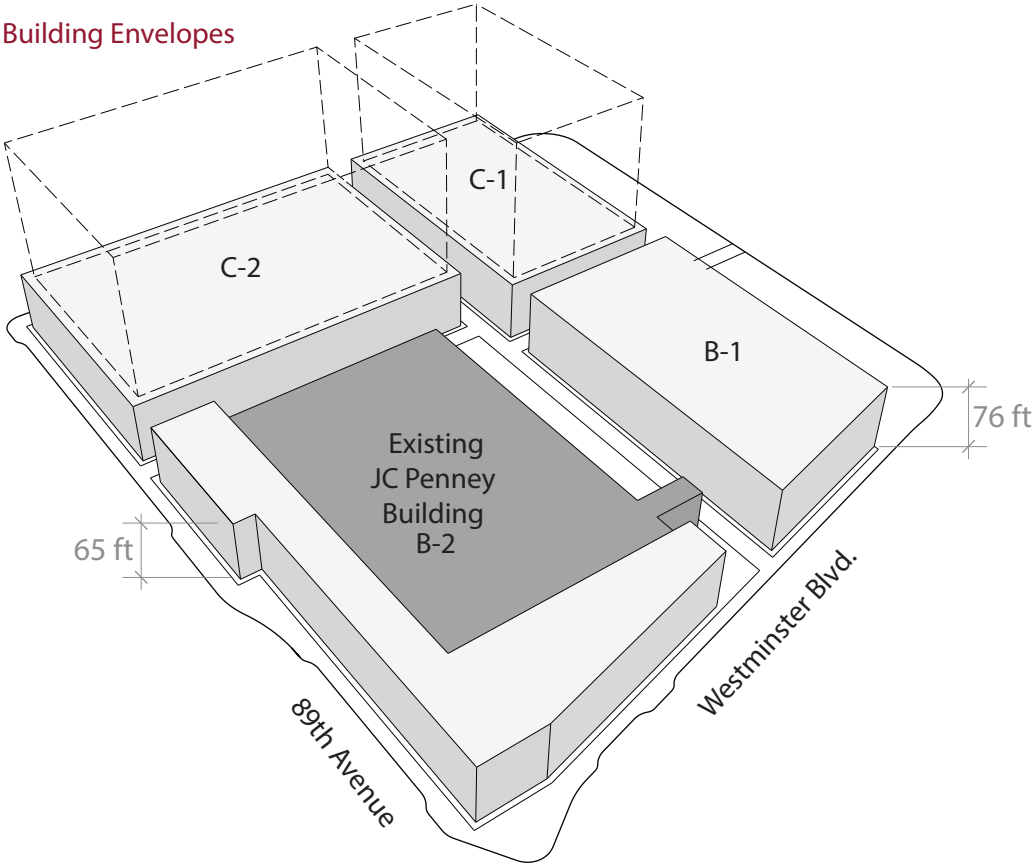
MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
Downtown Westminster
JCPENNEY

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S00-40-34W	244.100				
002	N89-19-01W	298.970				
003	S00-44-04W	52.930				
004	N89-20-01W	82.770				
005	N00-37-42E	95.470				
006	S89-22-18E	20.000				
007	N00-39-55E	201.500				
008	S89-19-37E	361.910				

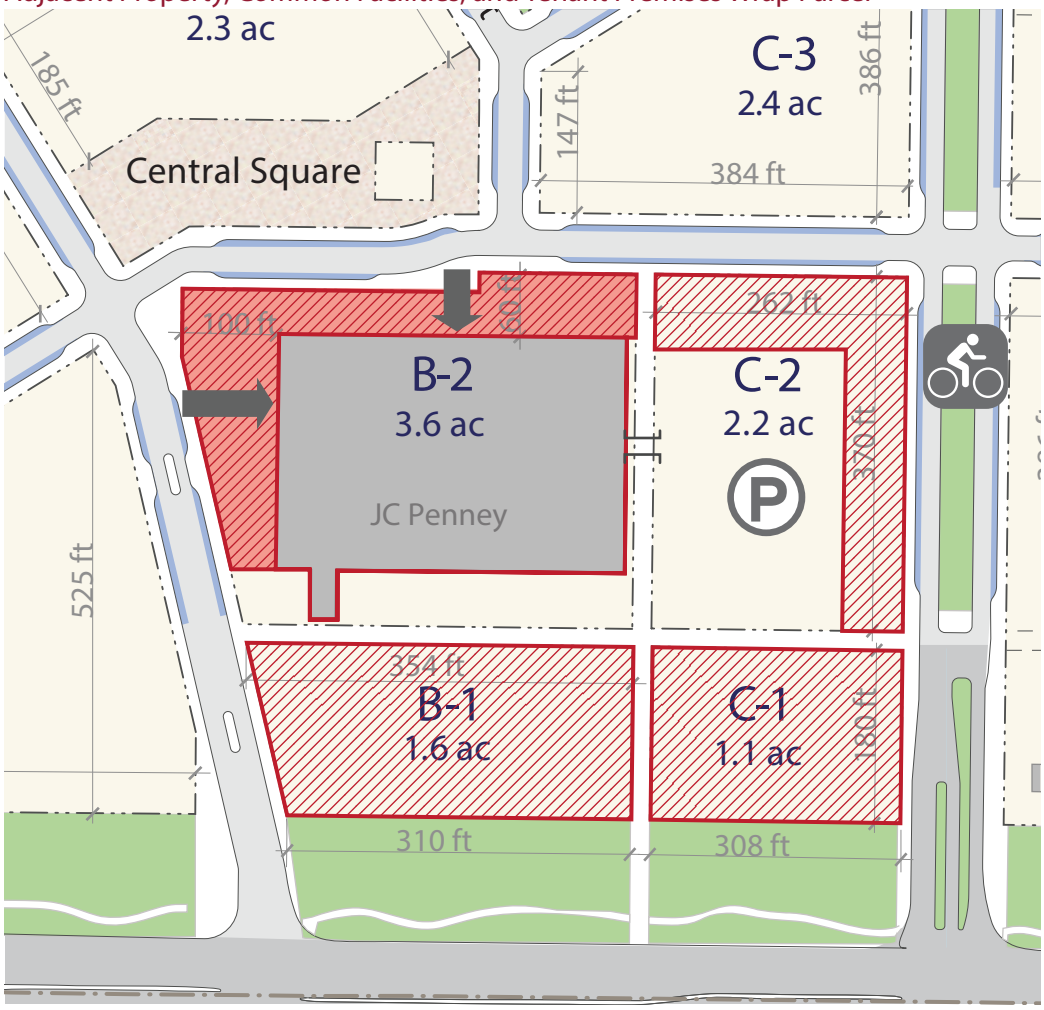
CLOSURE = 0.002 N41-43-27E
PERIMETER = 1357.650 PRECISION = 1: 556257
AREA = 93559.43 SQ. FEET OR 2.147829 ACRES

EXHIBIT B

Building Envelopes



Adjacent Property, Common Facilities, and Tenant Premises Wrap Parcel



Building Wrap Requirements

The building wrap for B-2 (envelope shown to left) is required to provide ground floor retail with an active frontage facing onto the Central Square/89th Avenue and Westminster Blvd. The wrap must maintain a 90% building frontage along these streets. Permitted frontage types for this retail frontage include Storefront, Storefront Cafe, and Urban Frontage. (See Exhibit C.)

The minimum height of the building wrap (building liner) is 35 feet, as described in Exhibit C. Maximum building heights relate to building type as described in Exhibit C. As shown to the left, maximum allowable building height based on allowable building type by block is as follows:
B-1 = 76 feet
B-2 = 65 feet
C-1 and C-2, no maximum.

Adjacent Property (includes Tenant Premises Wrap)

Tenant Premises Wrap Parcel (43,750 sqft)

Common Facilities
Store Entries
Sky Bridge

*Signed store entries will be provided at the ground level and may be enclosed. Space allocated toward entries is included in wrap footprint.

EXHIBIT D

Sign Renderings

Illustrative Renderings of Signage at Entryways

Signage for JC Penney will be located at the building facade of the Tenant Premises Wrap Parcel at both Common Facility entryways at Westminster Boulevard and 89th Avenue (highlighted in red above). Signage and building design shown in the above rendering is for illustrative purposes only. Tenant will have final design approval of signage at these Common Facility entryways.

Signage shall be consistent with the Downtown Specific Plan and Westminster Municipal Code signage standards. Signage may project from the building facade as a blade sign or may be affixed to the building.

EXHIBIT E

PROHIBITED USES

(a) Entertainment or recreational purposes, including without limitation, bowling alley, skating rink, athletic or health club, studio or gym, billiard room, game arcade or amusement center;

(b) Bar, nightclub or tavern;

(c) Restaurant or other food vendor without a seating area;

(d) Hair or nail salon;

(e) Any bankruptcy sale, unless pursuant to a court order, or auction house operation;

(f) Any amusement or video arcade, pool or billiard hall, tattoo parlor;

(g) Any business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness or which otherwise constitute a public or private nuisance;

(h) Sexually oriented business;

(i) Head shop or other shop selling drug paraphernalia;

(j) Funeral home, mortuary or crematorium;

(k) Auto mechanic or metal working shop, car sales or leasing operation or car wash;

(l) Junk yard or other dumping facility, stock yard or labor camp;

(m) Mobile home or RV park;

(n) Gambling or off-track betting facility;

(o) on-site dry cleaning operations;

(p) thrift shop over 3000 square feet;

(q) assembly hall or event center (including private functions, such as weddings, receptions, conferences and meetings);

(r) brewery/distillery (unless part of a brewhouse, restaurant, or tasting room);

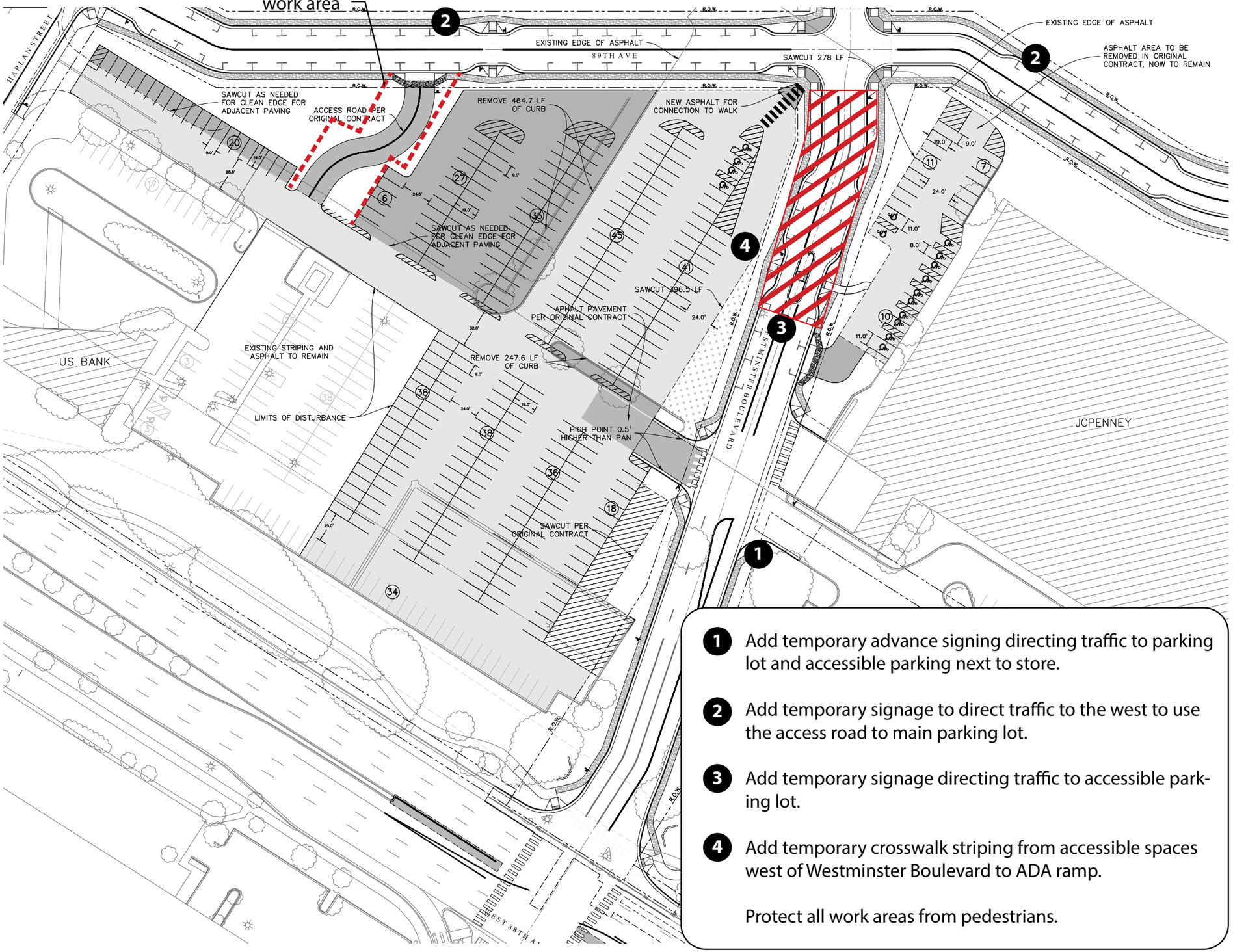
(s) any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and if handled in a reasonably clean and sanitary manner;

(t) any unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); and

(u) any warehouse operation (except a warehouse operation incidental to an operation otherwise permitted hereunder), or any assembling, manufacturing, distilling, refining, smelting, industrial, agriculture, drilling or mining operation.

(v) First run movie theatre

Exhibit F
Parking and Road Closure Designations



1. Add temporary advance signing directing traffic to parking lot and accessible parking next to store.
2. Add temporary signage to direct traffic to the west to use the access road to main parking lot.
3. Add temporary signage directing traffic to accessible parking lot.
4. Add temporary crosswalk striping from accessible spaces west of Westminster Boulevard to ADA ramp.

Protect all work areas from pedestrians.

LEGEND

- NEW ASPHALT (3")
- SEAL COAT
- NO DRIVE AREA (STRIPED)
- ASPHALT REMOVAL
- (45) PARKING STALL COUNT

GENERAL NOTES

1. ALL MATERIALS SHALL COMPLY WITH THE LATEST REVISION OF THE CITY OF WESTMINSTER STANDARDS AND SPECIFICATIONS.
2. ALL SIGNAGE AND STRIPING TO BE INSTALLED PER CITY OF WESTMINSTER STANDARDS AND SPECIFICATIONS, AND MUTCD.
3. ALL PARKING STALL AND NO PARKING AREAS TO BE STRIPED WITH 4" YELLOW PAINT.

PARKING PROVIDED

ON-STREET PARKING
- TOTAL SPACES – 163
  - CENTRAL AVE TO 88TH: 24
  - HARLAN WAY TO EATON ST: 66
  - CENTRAL AVE TO 89TH AVE: 24
  - PARK PL TO 88TH: 49

OFF-STREET PARKING
- TOTAL SPACES – 500
  - PARK PL: 24
  - WEST OF WESTMINSTER BLVD: 425(6 ADA)
  - WEST SIDE OF JCPENNEY: 28 (ADA – 12)
  - SOUTH SIDE OF JCPENNEY: 22

TOTAL SPACES PROVED – 662

40 20 0 40 80
SCALE: 1"=40'

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

PREPARED BY:

DBC
Drexel, Barrell & Co.
Traditional Services. Innovative Solutions. Since 1940
Drexel, Barrell & Co.
Engineers•Surveyors
1800 38TH STREET
BOULDER, COLORADO 80301
CONTACT: GARRETT LINGREEN, P.E.
(303) 442-4338
BOULDER
COLORADO SPRINGS
GREELEY

OWNER/CLIENT:

CITY OF WESTMINSTER
4800 W. 92ND AVE
WESTMINSTER, CO 80031
(303) 658-2400
CONTACT: DAVID LOSERMAN

CONSTRUCTION PLANS FOR:
JCPENNEY PRAKING LOT STRIPING
5453 W 88TH AVE
WESTMINSTER, COLORADO 80031

ISSUE	DATE
FOR REVIEW	12/15/15

DESIGNED BY:	CAM
DRAWN BY:	CAM
CHECKED BY:	GJL
FILE NAME:	JCPENNEY PARKING_PLAN

COLORADO LICENSED
GARRETT JAMES LINGREEN
43296
PROFESSIONAL ENGINEER

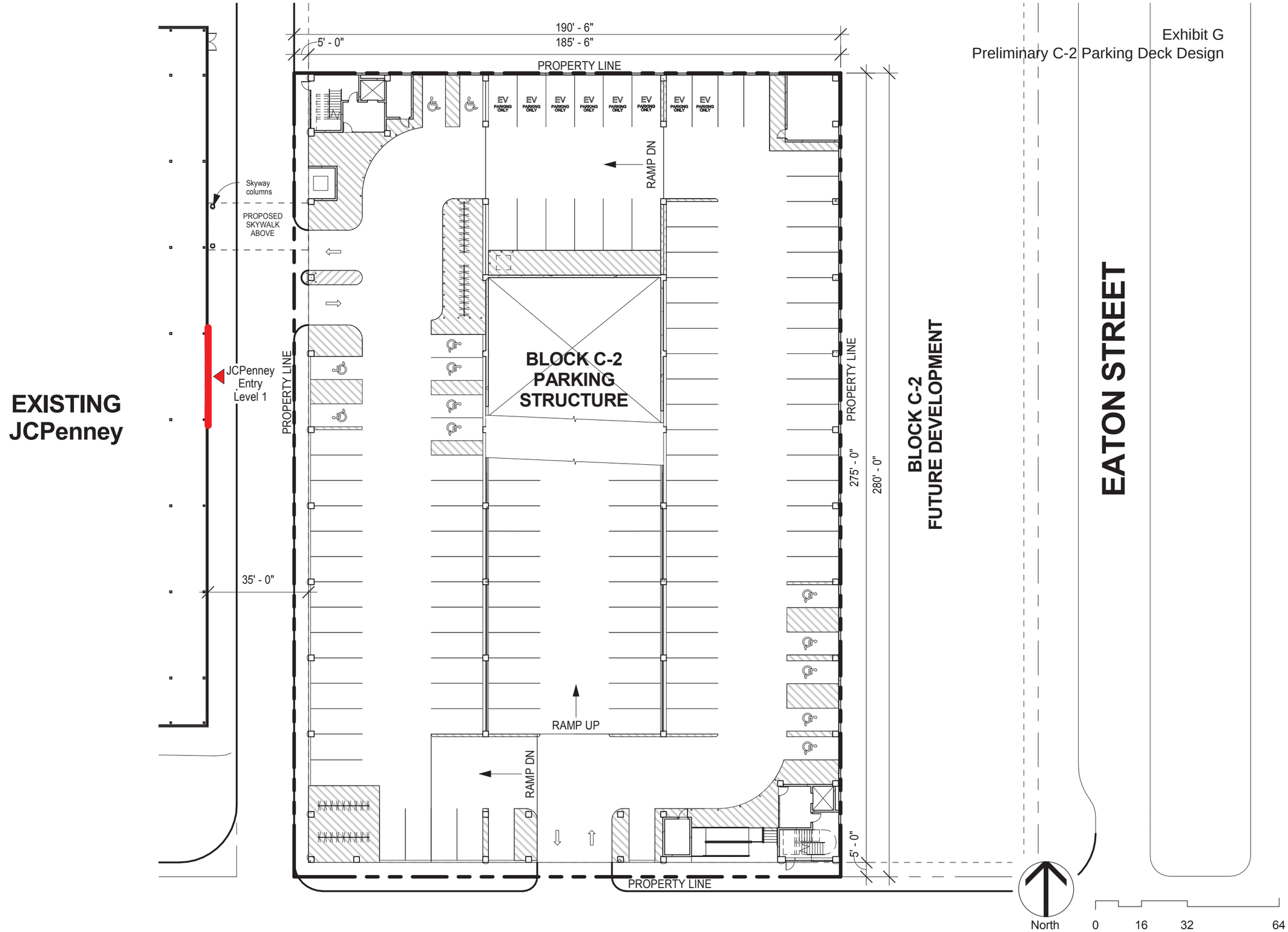
DRAWING SCALE:
HORIZONTAL: 1" = 40'
VERTICAL: N.A.

STRIPING PLAN

PROJECT:20681-02BLTR
DRAWING NO.

SHEET: 1 OF 2

Exhibit G
Preliminary C-2 Parking Deck Design



30967100

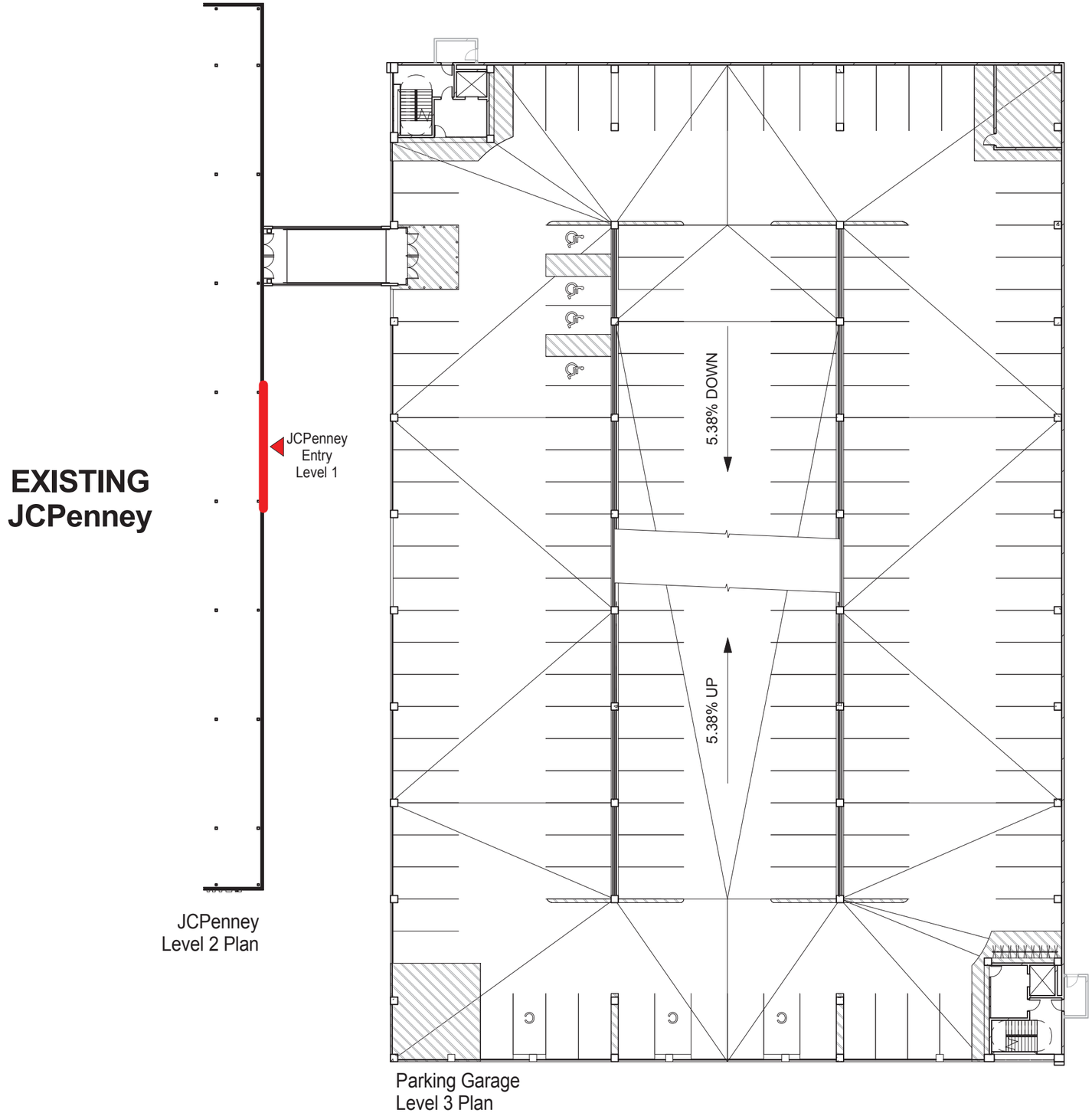
OPUS
THE OPUS GROUP

Westminster Parking Garage - Block C-2

Westminster, CO

Ground Level Plan

3.23.2017



North 0 16 32 64

30967100

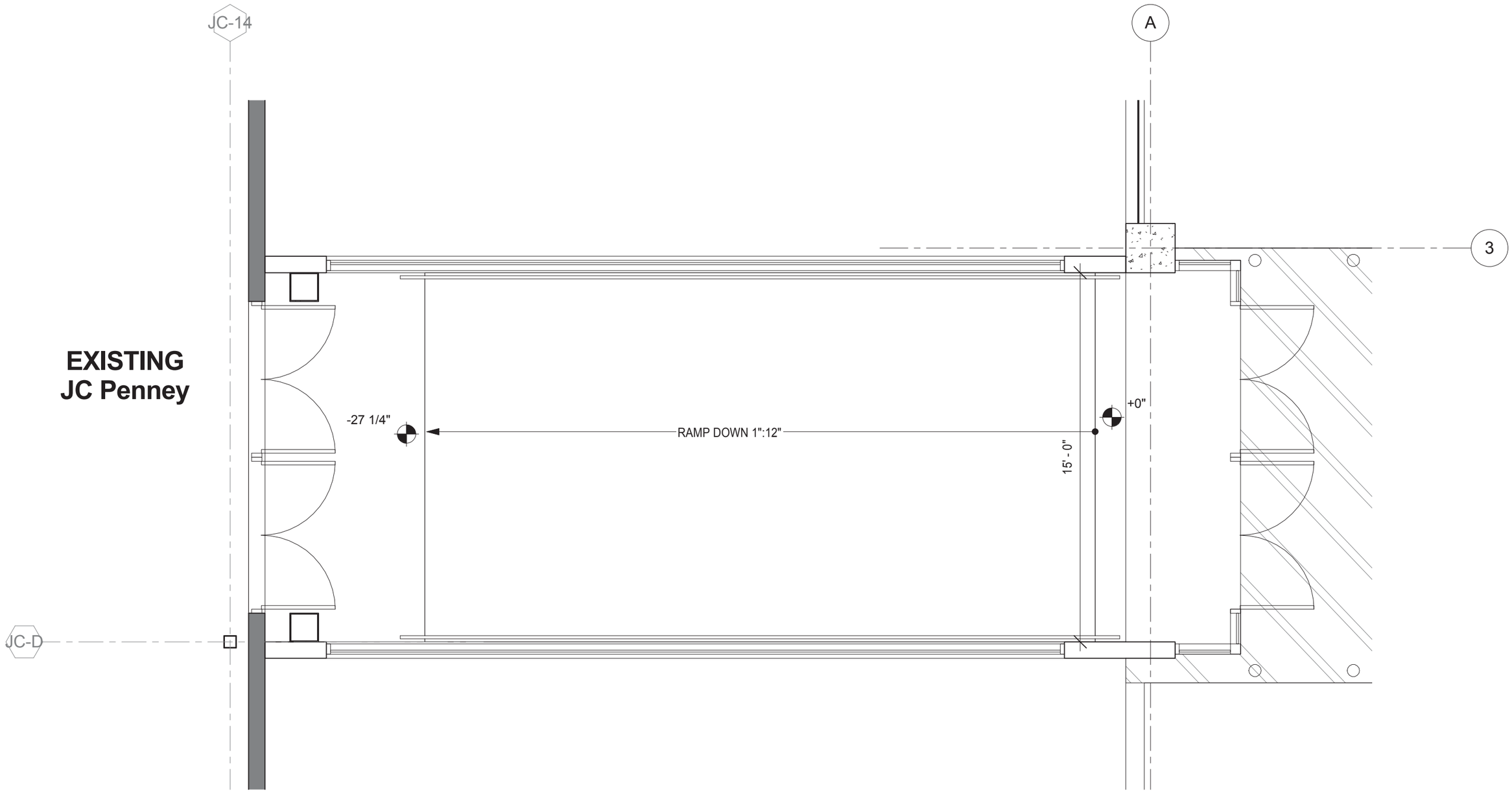
OPUS
THE OPUS GROUP

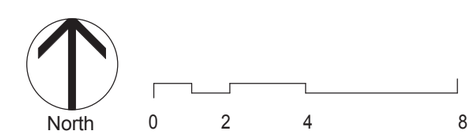
Westminster Parking Garage - Block C-2

Westminster, CO

Skyway Level Overall Plan

3.23.2017





30967100

OPUS
THE OPUS GROUP

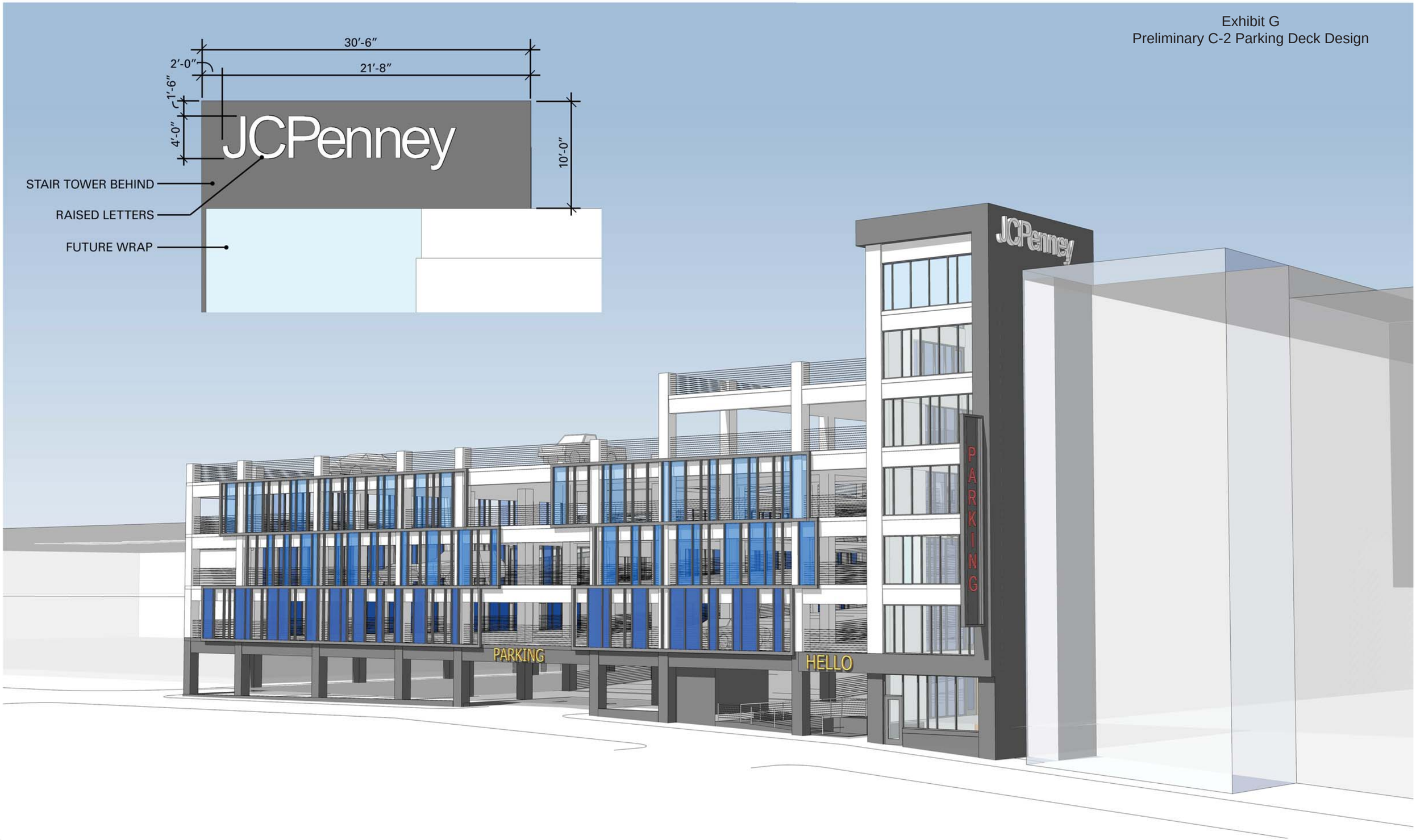
Westminster Parking Garage - Block C-2

Westminster, CO

Skyway Enlarged Plan

3.23.2017

Exhibit G
Preliminary C-2 Parking Deck Design



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OPUS
THE OPUS GROUP

Westminster Parking Garage - Block C-2
Westminster, CO

Perspective with Sign Detail
03.21.2016

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **168** INTRODUCED BY BOARD MEMBERS

SERIES OF 2016 _____

2016 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
BUDGET SUPPLEMENTAL APPROPRIATION

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2016 budget on October 13, 2014; and

WHEREAS, proper notice for this amendment was published on March 24, 2016, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on March 28, 2016, 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 2016 budget; and

WHEREAS, the revenue adjustment consists of an increase of $2,500,000; and

WHEREAS, the expense adjustment consists of an increase of $2,500,000.

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

Section 1. The $2,500,000 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Gen Capital Improv	6800.45000.0750	$0	$2,500,000	$2,500,000
Total Change to Revenues			$2,500,000	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Appropriation Holding-WURP City Participation	80968005952.80400.8888	$13,467,526	$2,500,000	$15,967,526
Total Change to Expenses			$2,500,000	

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

PASSED AND ADOPTED 28th day of March, 2016.

ATTEST:

_____
Chairperson

_____
Secretary