



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.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are 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 except when addressing the City Council during Section 12 of the agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. National Society of the Sons of the Revolution Flag Certificate for the Armed Forces Tribute Garden
 - B. "Great Kids Building Great Communities" Certificate to the Youth Advisory Panel
 - C. Proclamation re Graduating Seniors on the 2007-2008 Youth Advisory Panel
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
 - A. Colorado Hills Dog Park Parking Lot Contract
 - B. Water Quality Model for the Standley Lake Watershed
 - C. Northwest Water Treatment Facility Piping Evaluation Contract
 - D. 104th Avenue and Sheridan Boulevard Pavement Rehabilitation Project
 - E. Ratification of 2008 Zebra Mussel Implementation Plan Contracts and Capital Expenses
 - F. McKay Lake Outfall Drainage Improvements – Final Design Engineering Services Contract
 - G. Second Reading Councillor's Bill No. 25 re Economic Development Agreement with The Bedrin Organization
 - H. Second Reading Councillor's Bill No. 26 re Disposal of Property and Vacations of Roadways and Utility Easements
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re Rezoning a Portion of the Arrow Motel Property at 7101 Federal Boulevard from R-4 to C-1
 - B. Councillor's Bill No. 27 re Rezoning a Portion of the Arrow Motel Property from R-4 to C-1
 - C. Councillor's Bill No. 28 re Cost Recovery for the 144th Avenue and I-25 Interchange
 - D. Resolution No. 37 re Right-of-Way Acquisition for 144th Avenue – Huron Street to Zuni Street Improvements
 - E. Resolution No. 38 re Purchase of the 2.92 Acre Barnett Property for Open Space (SE Corner of 144th & Zuni)
 - F. Resolution No. 39 re IGA with the Colorado Council on the Arts re Capacity Building for SWAG
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
 - A. City Council
 - B. Executive Session -
 - Discuss Strategy and Progress on Potential Sale, Acquisition, Trade or Exchange of Certain City Owned Real Property and the City's Position Relative thereto, pursuant to WMC 1-11-3(C)(2) and CRS 24-6-402(4)(a).
13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, July 14, 2008 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally, Mayor Pro Tem Chris Dittman, and Councillors Bob Briggs, Mark Kaiser, Mary Lindsey, and Faith Winter were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

Clerk's Note: Councillor Scott Major was in the building and briefly joined the meeting in progress but had to leave because of a bloody nose. He did not participate in voting on any motion.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Lindsey, to approve the minutes of the regular meeting of June 23, 2008, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the July 4th community celebration at City Park was a complete success. At the conclusion of this meeting, a meeting of the Westminster Economic Development Authority would convene. After adjournment of that meeting, Council would conduct a post-meeting, to which the public was welcome to attend. Then the City Council would meet in Executive Session to discuss strategy and progress on the potential sale, acquisition, trade or exchange of City-owned real property, as permitted by the Westminster Municipal Code and the Colorado Revised Statutes.

CITY COUNCIL COMMENTS

Councillor Briggs reported joining Mr. McFall to participate in a business retention visit, representing Council at a Chamber of Commerce function held at Todd Creek Golf Course, and having observed a fireworks display on July 1 in Banff, Alberta, Canada, that started at 11:30 p.m., rather than at nightfall like the fireworks displays in Westminster.

Mayor McNally announced that Team Westminster placed 4th in the July 4th Northglenn Raft Races; the U.S. 36 Preferred Alternative was signed by representatives of each municipal and county government within the U.S. Highway 36 Corridor, symbolizing the completion of eight years of effort to reach agreement; the Volunteer Appreciation Barbecue would be held this Thursday and Council looked forward to meeting and greeting the hundreds of volunteers that donated countless hours to local government in a multitude of ways; and the Firefighters July 4th Fishing Derby was a true success with more than 400 people being served lunch and the lake surrounded by children and grandparents trying to catch fish. July 4th activities were fantastic.

PRESENTATIONS

Messrs. George Smith, Bill Barnard, Brent Pick, and Clarence Cox, members of the Longs Peak Chapter of the Sons of the American Revolution, presented the organization's Flag Certificate to Bill Walenczak, Parks, Recreation & Libraries Director; Rich Dahl, Parks Services Manager and Mayor McNally. The certificate was to recognize the City for properly displaying the American flag at the Armed Forces Tribute Garden.

Councillor Winter presented members of the Youth Advisory Board with the "Great Kids Building Great Communities" certificate that was awarded to the group at the annual Jefferson County Good News Coalition breakfast to recognize the Panel's fundraising efforts to benefit the Westminster Youth Scholarship Fund.

Councillor Winter read a proclamation acknowledging the service of Brenna Larsen and Chelsi Price on the Youth Advisory Panel. Both young women were graduating seniors of area high schools who had served on the Panel during their high school enrollment; volunteering whenever and wherever needed and providing valuable input from a youthful perspective to local government. She presented the proclamation and Certificates of Appreciation for City Council to each young woman and wished them success in their future educational and career endeavors.

CITIZEN COMMUNICATION

Dennis Emily, 10001 Ames Street, questioned the watering and mowing schedules for City parks and urged conservation of resources. Further, the drinking fountain at Hampshire Park remained broken.

Charles Price, 9080 Raleigh Street, described circumstances surrounding the loss of his sailboat on Standley Lake, alleging that City employees were responsible and the City's insurance company should reconsider his claim for restitution. Mr. McFall reported that the claim had been investigated by the insurance company. The investigation showed that City employees attempted to assist Mr. Price and the City had no liability for the damages he incurred. Mr. Price requested a listing of the types and frequency of training provided to the Park Rangers.

Kathy Nuszdorfer, 3420 West 104th Place, and Georgia Elliott, 3410 West 104th Place, described late-night noises from Lodo's Bar and Grill that they heard with frequency, noting that obscenities, loud music and general rowdiness of the clientele prevented them from sleeping and enjoying the peace of their own homes. Noise problems had surfaced last summer and the business owner's attempts to mitigate them had proven useless. They sought the City's assistance. Mr. McFall said he would relay this information to the Police Chief. An investigation would need to occur and a Police Officer would contact each woman for information.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the City Manager to execute an \$87,695 contract with Arrow J Landscape, Inc. for expanding and renovating the parking lot at Colorado Hills and authorize a ten percent contingency of \$8,700; based on recommendation of the City Manager, find that the public interest would best be served by authorizing the City Manager to execute a sole source professional services agreement with AMEC Earth and Environmental, Inc. for the work in utilizing the Water Quality Model for Standley Lake and the Clear Creek Watershed at a cost not to exceed \$58,822, with \$26,911 being Westminster's share of the total; based on the City Manager's recommendation, find that the public interest would best be served by accepting the sole source proposal from Burns & McDonnell Engineering for the evaluation and design of the filtrate piping replacement for the Northwest Water Treatment Facility, authorize the expenditure of \$45,570 and an additional \$6,800 for contingency, and authorize transfer of \$52,370 from the Semper Water Treatment Facility Filter 1-14 Media Replacement Project to the Northwest Water Treatment Facility Major Repair and Replacement Project; authorize the City Manager to execute a contract amendment with A-1 Chipseal Company in an amount not to exceed \$87,535 and authorize a contract amendment with Asphalt Specialties Company, Inc. in an amount not to exceed \$28,703 for pavement rehabilitation at the intersection of 104th Avenue and Sheridan Boulevard; based on the City Manager's recommendation and the need that existed to expedite construction to adequately address the start of the boating season, determine that the public interest would be best served by sole sourcing a construction contract with Diamond Excavating Inc. in the amount of \$154,180 and a materials contract with Aggregate Industries, Inc. for \$52,500 for services related to the protection of Standley Lake from Zebra and Quagga Mussels, and authorize a \$200,000 expenditure from the Special Assessments Metro Wastewater Reclamation District account and \$99,721 from the Water Project Contingency Account to fund Zebra and Quagga Mussel related expenses; based on recommendation of the City Manager, determine that the public interest would best be served by authorizing the City Manager to sign a negotiated contract with WHPacific Inc., for design engineering services for the proposed improvements to the McKay Lake Drainageway between Huron Street and Big Dry Creek, and authorize \$421,880 and a contingency

of \$42,000 for the design of this project; pass Councillor's Bill No. 25 on second reading authorizing the City Manager to execute and implement an Economic Development Agreement with The Bedrin Organization; and pass Councillor's Bill No. 26 on second reading amending the Westminster Municipal Code by clarifying processes for vacations of roadways and easements and the disposal of City real and personal property.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. Mayor Pro Tem Dittman requested that Items 8A and E be removed for individual consideration.

It was moved by Mayor Pro Tem Dittman, seconded by Councillor Lindsey, to approve the consent agenda, as amended. The motion passed unanimously.

APPROVAL OF COLORADO HILLS DOG PARK PARKING LOT CONTRACT

Mayor Pro Tem Dittman moved to authorize the City Manager to execute an \$87,695 contract with Arrow J Landscape, Inc. for expansion and renovation of the parking lot at Colorado Hills and to authorize a ten percent contingency of \$8,700. Councillor Briggs seconded the motion.

Councillor Kaiser announced he would abstain from voting due to a possible conflict of interest as a materials supplier to this contract.

The motion passed by a 5:1:1 margin with Councillor Kaiser abstaining and Councillor Major away from the meeting.

RATIFICATION OF 2008 ZEBRA MUSSEL IMPLEMENTATION PLAN CONTRACTS/EXPENSES

Based on the City Manager's recommendation and the need that existed to expedite construction to adequately address the start of the boating season, it was moved by Mayor Pro Tem Dittman and seconded by Councillor Lindsey to determine that the public interest would be best served by sole sourcing a construction contract with Diamond Excavating Inc. in the amount of \$154,180 and a materials contract with Aggregate Industries, Inc. for \$52,500 for services related to the protection of Standley Lake from Zebra and Quagga Mussels.

Councillor Kaiser announced he would abstain from voting due to a possible conflict of interest as a materials supplier to this contract.

The motion passed by a 5:1:1 margin with Councillor Kaiser abstaining and Councillor Major away from the meeting.

PUBLIC HEARING TO REZONE A PORTION OF ARROW MOTEL PROPERTY, 7101 FEDERAL BLVD.

At 7:38 p.m. the Mayor opened a public hearing to consider rezoning a portion of the Arrow Motel property, changing the designation from R-4 (Multi-family Residential) to C-1 (Commercial). The size of the full parcel, located at 7101 Federal Boulevard, was .64 acres and only the westerly two lots were to be rezoned. The Federal Boulevard property frontage was zoned for commercial use already. The property had been acquired by Adams County Housing Authority. The Authority intended to purchase additional property to the north and to build a three-story, mixed use (retail/office) building on the site. The Authority's office would be housed in the new building. Max Ruppeck, Senior Projects Planner, entered into the record the agenda memorandum and attached documents. Public notification procedures dictated by Section 11-5-13 of the Westminster Municipal Code had been fulfilled.

Kimball Crangle, Adams County Housing Authority's Director of Development, verified that the Authority intended to locate its corporate headquarters within the building to be constructed. The organization was excited to be part of the redevelopment of this area of the City.

No others wished to testify, and Mayor McNally closed the hearing at 7:34 p.m.

COUNCILLOR'S BILL NO. 27 REZONING A PORTION OF THE ARROW MOTEL PROPERTY

Councillor Kaiser moved, seconded by Councillor Winter, to pass on first reading Councillor's Bill No. 27 rezoning a portion of the Arrow Motel property by changing the designation from R-4 (Multi-family Residential) to C-1 (Commercial) based on finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been satisfied. At roll call the motion passed on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

COUNCILLOR'S BILL NO. 28 RE COST RECOVERY FOR 144TH AVENUE/I-25 INTERCHANGE

Mayor Pro Tem Dittman moved to pass on first reading Councillor's Bill No. 28 establishing recovery payments owed the City for costs incurred in constructing improvements to the 144th Avenue and I-25 Interchange. Councillor Lindsey seconded the motion, which pass on roll call vote by a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 37 RE 144TH AVENUE R-O-W ACQUISITIONS

It was moved by Councillor Briggs, seconded by Councillor Kaiser, to adopt Resolution No. 37 authorizing City Staff to proceed with the acquisition of rights-of-way and easements necessary for the construction of improvements to 144th Avenue between Huron and Zuni Streets, including the use of eminent domain, if necessary; and authorize a total of \$350,000 to acquire the necessary property interests. At roll call the motion passed on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 38 TO PURCHASE BARNETT PROPERTY FOR OPEN SPACE

Mayor Pro Tem Dittman moved, seconded by Councillor Lindsey, to adopt Resolution No. 38 authorizing the purchase of the 2.92-acre parcel located at the southeast corner of 144th Avenue and Zuni Street (Barnett property) for up to \$405,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property. On roll call vote the motion carried on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 39 RE INTERAGENCY AGREEMENT WITH COLORADO COUNCIL ON THE ARTS

Councillor Winter moved, seconded by Councillor Kaiser, to adopt Resolution No. 39 authorizing the City Manager to execute an Interagency Agreement with the Colorado Council on the Arts, in substantially the same form as the agreement attached to the agenda memorandum, accepting a grant in the amount of \$2,000. On roll call the motion carried on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

CITIZEN PRESENTATION

Dennis Emily, 10001 Ames Street, voiced concern about the impact of development near his neighborhood on wildlife and the environment. Geese were no longer observed on Highland Ponds; murky green liquid from a hose running to the ponds from the McStain development had been witnessed; trees had been unnecessarily removed during grading, and a giant turtle he had noticed on the trail where he walked his dog had fled its natural habitat, been run over and killed on Sheridan Boulevard. He was concerned about his observations and wondered if environmental impact statements had been prepared before development was approved.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 7:45 p.m.

ATTEST:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the City of Westminster City Council meeting of Monday, July 14, 2008. Mayor McNally, Mayor Pro Tem Dittman, and Councillors Briggs, Kaiser, Lindsey, and Winter were present at roll call. Councillor Major was in the building at roll call and briefly joined the meeting in progress.

The minutes of the regular meeting of June 23, 2008, were approved as presented.

Representatives of the Longs Peak Chapter of the National Society of the Sons of the American Revolution presented a Flag Certificate to Bill Walenczak, Rich Dahl, and Mayor McNally for properly displaying the American flag at the American Forces Tribute Garden.

Council presented the "Great Kids Build Great Communities" certificate to members of the Youth Advisory Panel. The award was given by the Jefferson County Good News Coalition in recognition of the Panel's fundraising activities to benefit the Westminster Youth Scholarship Fund.

Council presented a proclamation acknowledging the service of Brenna Larsen and Chelsi Price, graduating seniors who had served on the Youth Advisory Panel for four and three years respectively.

Council approved the following: Colorado Hills Dog Park parking lot contract; water quality model for the Standley Lake watershed; Northwest Water Treatment facility piping evaluation contract; 104th Avenue/Sheridan Blvd. pavement rehabilitation project; ratification of 2008 Zebra Mussel implementation plan contracts and capital expenses; McKay Lake outfall drainage improvements – final design engineering services contract; final passage of Councillor's Bill No. 25 re economic development agreement with The Bedrin Organization; and final passage of Councillor's Bill No. 26 re disposal of property and vacations of roadways and utility easements.

Council adopted the following resolutions: Resolution No. 37 for necessary right-of-way acquisitions for 144th Avenue Improvements, Huron to Zuni Streets; Resolution No. 38 to purchase the 2.92-acre Barnett Property for Open Space (SE corner of 144th & Zuni); and Resolution No. 39 authorizing an Interagency Agreement with Colorado Council on the Arts for a \$2,000 grant for capacity building for South Westminster Arts Group.

Council passed the following Councillors' Bills on first reading:

A BILL FOR AN ORDINANCE AMENDING THE ZONING OF A PORTION OF THE ARROW MOTEL PROPERTY, A .67 ACRE PARCEL LOCATED AT 7101 FEDERAL BLVD, ADAMS COUNTY, COLORADO FROM R-4 (MULTI-FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL). Purpose: rezone a portion of the Arrow Motel Property to accommodate redevelopment.

A BILL FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED PROJECT: 144TH AVENUE AND I-25 INTERCHANGE PROJECT. Purpose: to establish cost recovery payments owed the City for costs of constructing 144th Ave/I-25 improvements.

The meeting adjourned at 7:47 p.m.

By order of the Westminster City Council
Linda Yeager, City Clerk
Published in the Westminster Window on July 24, 2008

A BILL FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE BEDRIN ORGANIZATION FOR THE ATTRACTION OF "3 MARGARITAS" RESTAURANT TO THE BROOKHILL V SHOPPING CENTER IN WESTMINSTER, COLORADO

WHEREAS, the successful attraction and retention of high quality retail development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to generate additional sales tax revenue and remain competitive with other local governments in offering assistance for occupancy of existing retail space in the City; and

WHEREAS, The Bedrin Organization plans to redevelop and fill a portion of the vacant space in the Brookhill V Shopping Center with a 3 Margaritas restaurant; and

WHEREAS, a proposed Economic Development Agreement between the City and The Bedrin Organization is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with The Bedrin Organization in substantially the same form as the one attached as Exhibit "A", and upon execution of the Agreement to fund and implement said Agreement.

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

Section 3. 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 23rd day of June, 2008. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of July, 2008.

**EXHIBIT A
ECONOMIC DEVELOPMENT AGREEMENT
WITH THE BEDRIN ORGANIZATION
FOR A "3 MARGARITAS" RESTAURANT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, between the CITY OF WESTMINSTER (the "City"), and THE BEDRIN ORGANIZATION; a New Jersey LLC.

WHEREAS, the City wishes to provide certain assistance to The Bedrin Organization to encourage the location of a 3 Margaritas restaurant in the Brookhill V Shopping Center; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below the City and The Bedrin Organization agree as follows:

1. Sales Tax Rebate. The City shall rebate to The Bedrin Organization 30% of the sales tax collected from 3 Margaritas for the first five years (60 months) of operation of the new restaurant. Such rebate shall be payable exclusively from sales tax revenue collected by the City from 3 Margaritas and attributable to the imposition of the City's 3.0% general sales tax (excluding the City's .25% open space tax and .6% public safety tax). The sales tax rebate shall not continue past five years (60 months) of operation and shall be administered as follows:

(a) Sales Tax Rebate Amount. Any rebates provided by the City to The Bedrin Organization pursuant to this agreement will be from the sales tax generated by 3 Margaritas restaurant. The City shall rebate to The Bedrin Organization 30% of the sales tax generated.

(b) Payment. The sales tax rebate amount will be paid to The Bedrin Organization in quarterly payments, made within 20 days after the end of each calendar quarter. The sales tax rebate payment will be submitted electronically to The Bedrin Organization designated financial institution.

- (c) End of Sales Tax Rebate. The sales tax rebate shall commence on issuance of the Certificate of Occupancy for 3 Margaritas and end on the fifth (5th) anniversary thereof. The rebate is estimated to be \$112,500.
2. Entire Agreement. This instrument shall constitute the entire agreement between the City and The Bedrin Organization concerning the 3 Margaritas restaurant and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this agreement with respect to its subject matter.
3. Termination. This Economic Development Agreement shall terminate and become void and of no force or effect upon the City if 3 Margaritas has not moved into their new space in Brookhill V on or before December 31, 2008; or, should The Bedrin Organization or 3 Margarita's fail to comply with any City code and/or approval process.
4. Business Termination. In the event that 3 Margaritas ceases business operations in the City within five years after the new operations commence, The Bedrin Organization shall reimburse the City for any amounts rebated to or otherwise provided to The Bedrin Organization pursuant to this Agreement, unless the City approves a successor to the initial approved user within 12 months of the closing of 3 Margaritas, which is substantially similar in quality and sales tax production as the approved user.
5. Subordination. The City's obligations pursuant to this agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
6. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.
7. Governing Law: Venue. This agreement shall be governed and construed in accordance with the laws of the State of Colorado. This agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Jefferson County, Colorado.

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING THE PROCESSES FOR THE DISPOSAL OF CITY PROPERTY AND THE VACATIONS OF CITY ROADWAYS AND UTILITY EASEMENTS

WHEREAS, Title 11, Chapter 6, W.M.C., provides for the vacation of public rights-of-way but does not differentiate between roadways owned by the City in trust for public access versus City utility easements burdening private property; and

WHEREAS, Section 15-2-1 provides for methods of disposing of City property but does not differentiate between real and personal property; and

WHEREAS, Section 1-12-2 addresses the City Manager's authority to sell surplus City property and grant limited easements upon City property, without describing that authority's relationship to the vacation process in Section 11-16-1 or the process for City property disposal in Section 15-2-1; and

WHEREAS, City Council desires to clarify and differentiate the manner of processing vacation requests from the other powers of the City Manager for the disposal of City property, both real and personal.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-12-2, subsections (M) and (O), W.M.C., are AMENDED as follows:

1-12-2: DUTIES: The City Manager shall be the Chief Administrative Officer of the City Government. His functions and duties shall be:

(M) To ~~sell surplus~~ DISPOSE OF City property, without City Council approval, ~~when the estimated value of the item is less than five thousand dollars (\$5,000),~~ PURSUANT TO SECTION 15-2-1, W.M.C.; (1564 2029)

(O) NOTWITHSTANDING ANY LIMITATION IN SUBSECTION 15-2-1(B), W.M.C., the City Manager is hereby authorized to grant easements over, under and across City-owned real property by signing easement agreementS and other written instruments necessary and customary to accomplish such grants. This authority is limited to easements where such easement is for utility, drainage or similar limited purposes, and the easement consists of no more than two (2) acres. Nothing herein shall be deemed to require the City to grant any easement nor to limit or impede the City's ability to set terms and conditions FOR THE GRANTING of an easement and to fix fees ~~therefore~~ THE VALUE THEREOF.

Section 2. Title 11, Chapter 6 index, and section 11-6-1, W.M.C., are AMENDED, AND NEW SECTION 11-6-9, W.M.C., is ADDED as follows:

**CHAPTER 6
PUBLIC IMPROVEMENTS**

- 11-6-1: ~~PUBLIC RIGHTS OF WAY AND IMPROVEMENTS~~ ROADWAYS, EASEMENTS, AND LAND FOR PUBLIC IMPROVEMENTS
- 11-6-2: GENERAL REQUIREMENTS
- 11-6-3: UNDERGROUNDING OF ELECTRIC AND COMMUNICATION LINES
- 11-6-4: PUBLIC AND PRIVATE IMPROVEMENT AGREEMENTS AND SURETY REQUIREMENTS
- 11-6-5: DESIGN AND CONSTRUCTION OF IMPROVEMENTS
- 11-6-6: LOCAL IMPROVEMENT DISTRICTS
- 11-6-7: PROCEDURES FOR THE ESTABLISHMENT OF RECOVERY AND PARTICIPATION COSTS
- 11-6-8: DEDICATION OF PROPERTY FOR PUBLIC PURPOSES
- 11-6-9: VACATION OF PUBLIC ROADWAYS AND EASEMENTS

11-6-1: PUBLIC RIGHTS OF WAY AND IMPROVEMENTS ROADWAYS, EASEMENTS, AND LAND FOR PUBLIC IMPROVEMENTS: (2534)

(A) **DUTY TO PROVIDE.** As a condition to any approval required under this Title, the City may require the dedication of PUBLIC ROADWAYS OR rights-of-way FOR PUBLIC ACCESS, UTILITY easements, and OTHER landS for public use, and the construction or installation of such public improvements as the City may deem are reasonably necessary to address such impacts as may be caused by a proposed development on public facilities or services. FURTHER, THE CITY MAY REQUIRE

THE PAYMENT OF AN EQUIVALENT AMOUNT OF CASH IN LIEU OF ANY REQUIRED DEDICATION.

(B) OVERSIZING. Subject to the cost recovery provisions of this Title, the City may also require, as a condition to any approval required under this Title, the dedication of such additional ROADWAYS, PUBLIC ACCESS rightS-of-way, and easements and the construction or installation of such other or additional public improvements as the City may deem are reasonably necessary for the orderly and logical extension of City facilities and services within the City as a whole. ~~Further, the City may require the payment of an equivalent amount of cash in lieu of any required dedication.~~

~~**(B) VACATION OF PUBLIC RIGHTS-OF-WAY.**~~

~~1. Previously dedicated public right of way easements shall be vacated in accordance with the procedures and requirements of applicable state statutes.~~

~~2. Any requests for vacation of a public right of way or easement shall include a legal description of the property to be vacated, prepared by a land surveyor certified by the State of Colorado, and shall include all relevant documents pertaining to the original dedication.~~

~~3. Prior to the scheduling of the proposed vacation ordinance before City Council, the Planning Manager shall receive such input from adjoining or nearby property owners as may be deemed necessary to formulate a recommendation to Council.~~

11-6-9: VACATION OF PUBLIC ROADWAYS AND EASEMENTS:

(A) VACATION OF PUBLIC ROADWAYS.

1. PUBLIC ROADWAYS AND RIGHTS-OF-WAY FOR PUBLIC ACCESS SHALL BE VACATED BY ORDINANCE AND TITLE TO SAID VACATED PROPERTY SHALL VEST IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE STATE STATUTES. AS USED IN THIS SECTION, THE TERMS "ROADWAY" AND "RIGHTS-OF-WAY FOR PUBLIC ACCESS" INCLUDE ANY PLATTED, DEDICATED, OR DESIGNATED PUBLIC STREET, ALLEY, LANE, AVENUE, ROAD, SIDEWALK OR OTHER PUBLIC WAY FOR TRAVEL, WHETHER OR NOT IT HAS BEEN USED AS SUCH.

2. ANY APPLICANT REQUESTING A VACATION OF A PUBLIC ROADWAY OR PUBLIC ACCESS RIGHT-OF-WAY SHALL:

(A) FILE A WRITTEN VACATION REQUEST ON A FORM PROVIDED BY THE CITY ENGINEER AND PAY THE REQUIRED APPLICATION FEE;

(B) INCLUDE A WRITTEN LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY TO BE VACATED, PREPARED BY A LAND SURVEYOR CERTIFIED BY THE STATE OF COLORADO;

(C) INCLUDE ALL RELEVANT DOCUMENTS PERTAINING TO THE ORIGINAL DEDICATION; AND

(D) INCLUDE A WRITTEN STATEMENT EXPLAINING WHY THE ROADWAY OR RIGHT-OF-WAY FOR PUBLIC ACCESS IS NO LONGER NEEDED FOR THE PUBLIC PURPOSE FOR WHICH IT WAS ORIGINALLY REQUIRED.

3. PRIOR TO THE SCHEDULING OF THE PROPOSED VACATION ORDINANCE, THE CITY ENGINEER SHALL:

(A) POST THE PROPERTY WITH A PUBLIC NOTICE IDENTIFYING THE AREA AFFECTED BY THE REQUESTED VACATION AND LISTING A CONTACT PHONE NUMBER FOR ADDITIONAL INFORMATION;

(B) NOTIFY ALL CITY DEPARTMENTS AND SUCH PUBLIC AGENCIES AND UTILITIES AS STAFF MAY REASONABLY DETERMINE TO HAVE A LEGAL INTEREST IN THE VACATION REQUEST;

(C) MAKE A REASONABLE EFFORT TO OBTAIN INPUT FROM ADJOINING PROPERTY OWNERS AND OTHER MEMBERS OF THE PUBLIC AS MAY BE DEEMED NECESSARY TO FORMULATE A RECOMMENDATION TO COUNCIL;

(D) MAKE A PRELIMINARY FINDING THAT NO PRESENT OR FUTURE PUBLIC ACCESS NEED EXISTS FOR THE AREA REQUESTED FOR VACATION;

(E) MAKE A PRELIMINARY FINDING THAT THE VACATION REQUEST, IF APPROVED, WILL NOT LEAVE ANY LAND ADJOINING SAID ROADWAY WITHOUT AN ESTABLISHED PUBLIC ROAD OR A PRIVATE-ACCESS EASEMENT CONNECTING SAID LAND WITH ANOTHER ESTABLISHED PUBLIC ROAD.

(F) MAKE A PRELIMINARY FINDING WHETHER OR NOT AN EASEMENT SHOULD BE RESERVED BY THE CITY FOR THE PRESENT OR FUTURE USE OF ANY UTILITIES, INCLUDING BUT NOT LIMITED TO SEWER, GAS, WATER, ELECTRIC,

TELECOMMUNICATIONS OR SIMILAR PIPELINES AND APPURTENANCES, OR DITCHES OR CANALS.

4. IF THE VACATION ORDINANCE IS ADOPTED, THE APPLICANT SHALL PAY THE RESPECTIVE COUNTY'S RECORDING FEES AND THE CITY SHALL RECORD THE VACATION ORDINANCE IN THE OFFICE OF THE APPROPRIATE CLERK AND RECORDER.

(B) VACATION OF UTILITY OR OTHER EASEMENTS.

1. CITY OWNED EASEMENTS MAY BE VACATED IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE CITY MANAGER AND THE REQUIREMENTS OF THIS CODE. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE THE VACATION OF A CITY OWNED EASEMENT. VACATION OF CITY EASEMENTS, EXCEPT PUBLIC ACCESS EASEMENTS, MAY OCCUR:

(A) THROUGH THE CITY'S SUBDIVISION OR PLATTING PROCESS; OR

(B) BY APPROVAL OF THE CITY MANAGER OR THE CITY COUNCIL. THE CITY MANAGER MAY APPROVE EASEMENT VACATION REQUESTS WHERE THE VACATION IS NO MORE THAN TWO ACRES IN SIZE. ALL OTHER VACATION REQUESTS SHALL BE SUBJECT TO CITY COUNCIL APPROVAL BY MOTION.

2. ANY LANDOWNER REQUESTING VACATION OF A CITY-OWNED EASEMENT BURDENING THE OWNER'S PROPERTY SHALL:

(A) FILE A WRITTEN VACATION REQUEST ON A FORM PROVIDED BY THE CITY ENGINEER AND PAY THE REQUIRED APPLICATION FEE;

(B) INCLUDE A LEGAL DESCRIPTION OF THE EASEMENT TO BE VACATED, PREPARED BY A LAND SURVEYOR CERTIFIED BY THE STATE OF COLORADO, UNLESS THE VACATION WILL OCCUR THROUGH THE SUBDIVISION OR PLATTING PROCESS;

(C) INCLUDE ALL RELEVANT DOCUMENTS PERTAINING TO THE ORIGINAL DEDICATION; AND

(D) INCLUDE A WRITTEN STATEMENT EXPLAINING WHY THE EASEMENT IS NO LONGER NEEDED FOR THE PURPOSE FOR WHICH IT WAS ORIGINALLY REQUIRED.

3. PRIOR TO APPROVING OR RECOMMENDING APPROVAL OF ANY PROPOSED EASEMENT VACATION TO THE CITY MANAGER OR CITY COUNCIL, AS APPROPRIATE, THE CITY ENGINEER SHALL:

(A) NOTIFY ALL CITY DEPARTMENTS AND SUCH PUBLIC AGENCIES AND UTILITIES THAT STAFF MAY REASONABLY DETERMINE TO HAVE A LEGAL INTEREST IN THE VACATION REQUEST;

(B) MAKE A REASONABLE EFFORT TO OBTAIN INPUT FROM ADJOINING PROPERTY OWNERS AND OTHER MEMBERS OF THE PUBLIC AS MAY BE DEEMED NECESSARY TO DETERMINE IF ANY PRESENT OR FUTURE NEED EXISTS FOR THE EASEMENT REQUESTED FOR VACATION; AND

(C) DETERMINE THE PRESENT VALUE OF THE EASEMENT.

4. IF AN EASEMENT VACATION IS APPROVED AS PART OF THE SUBDIVISION OR PLATTING PROCESS, SUCH VACATION SHALL BE CALLED OUT IN A SEPARATE STATEMENT AND THE VACATED AREA SHALL BE DELINEATED CLEARLY ON THE FINAL PLAT. EXCEPT WHERE THE VACATION OCCURS THROUGH THE SUBDIVISION OR PLATTING PROCESS, THE CITY MANAGER IS AUTHORIZED TO SIGN AND DELIVER A QUIT CLAIM DEED TO THE OWNER OF THE PROPERTY BURDENED BY THE EASEMENT AFTER RECORDING THE SAME, UPON PAYMENT BY THE OWNER OF THE RECORDING FEES. IN EITHER CASE, THE CITY MANAGER IS AUTHORIZED TO DETERMINE IF THE APPROVAL OF THE EASEMENT VACATION WILL BE CONDITIONED UPON THE OWNER'S PAYMENT OF THE PRESENT VALUE OF THE EASEMENT TO THE CITY.

Section 3. Section 15-2-1, W.M.C., is AMENDED as follows:

15-2-1: METHODS OF DISPOSAL AND PROCEDURES: (3245)

(A) PERSONALTY. Obsolete, surplus or other City PERSONAL property, ~~including real estate,~~ may be traded as part of the purchase of new property, sold to the public through formal bidding procedures or public auction, donated, or discarded ~~posed of, in some other manner that has been approved by City Council.~~ AS FOLLOWS:

~~(B) An agreement for the~~ 1. THE trade, or sale, DONATION, OR DISCARDING of City PERSONAL property with an estimated value of \$5,000 or more per item shall be approved by City Council.

2. All other agreements for ~~the~~ The trade or sale of City PERSONAL property WITH AN ESTIMATED VALUE LESS THAN \$5,000 PER ITEM shall be approved by the City Manager.

~~(C)~~ 3. The City Manager may authorize the donation OR DISCARDING of City PERSONAL property with an ESTIMATED value of less than \$5,000 PER ITEM if such property cannot be disposed of through trade or sale, or if such property is deemed to be of such nominal value that trade or sale is impractical. ~~City Council may authorize the donation of City property regardless of its value.~~

~~(D)~~ 4. When City PERSONAL property is to be sold through formal bidding procedures or public auction, a notice inviting bids or a notice of public auction shall be published at least once in an area newspaper selected for maximum impact on prospective bidders or shall be sent to three or more potential bidders at least five (5) days prior to the public auction or the deadline for receipt of bids. The notice shall include a general description of the property to be sold.

(B) REALTY. SURPLUS CITY REAL PROPERTY MAY BE TRADED AS PART OF THE PURCHASE OF NEW REAL PROPERTY, DONATED TO ANOTHER PUBLIC OR QUASI-PUBLIC ENTITY OR NON-PROFIT CORPORATION, OR SOLD IN AN OPEN MARKET TRANSACTION, OR DISPOSED OF IN ANY OTHER MANNER APPROVED BY CITY COUNCIL, AS FOLLOWS:

1. THE TRADE, SALE, OR DONATION OF CITY REAL PROPERTY WITH AN ESTIMATED VALUE OF \$5,000 OR MORE PER PARCEL SHALL BE APPROVED BY CITY COUNCIL.

2. THE TRADE, SALE, OR DONATION OF CITY REAL PROPERTY WITH AN ESTIMATED VALUE LESS THAN \$5,000 PER PARCEL MAY BE APPROVED BY THE CITY MANAGER.

3. WHEN CITY REAL PROPERTY IS TO BE SOLD IN AN OPEN MARKET TRANSACTION, A NOTICE INVITING BIDS SHALL BE PUBLISHED AT LEAST ONCE IN AN AREA NEWSPAPER SELECTED FOR MAXIMUM IMPACT ON PROSPECTIVE BIDDERS. THE NOTICE SHALL INCLUDE A GENERAL DESCRIPTION OF THE PROPERTY TO BE SOLD. ALTERNATIVELY, THE CITY MAY LIST THE PROPERTY WITH A LICENSED REAL ESTATE BROKER, SELECTED BY THE CITY MANAGER.

4. THE TERM "ESTIMATED VALUE" AS USED IN THIS SUB-SECTION SHALL MEAN A GOOD FAITH DETERMINATION BY ANY INDIVIDUAL KNOWLEDGEABLE IN THE VALUE OF REALTY COMPARABLE TO THE CITY REALTY BEING EVALUATED. THE CITY MANAGER IS AUTHORIZED TO DETERMINE IF A FORMAL "MEMBER APPRAISAL INSTITUTE" ("MAI") APPRAISAL IS REQUIRED TO ESTABLISH THE ESTIMATED VALUE.

5. NOTHING IN THIS SUBSECTION IS INTENDED TO APPLY TO THE VACATION OF CITY ROADWAYS OR EASEMENTS, AS THAT PROCESS IS SET FORTH IN SECTION 11-6-9, W.M.C.

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 23rd day of June, 2008. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of July, 2008.

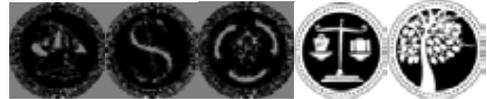


Agenda Item 6 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Presentation by the National Society of the Sons of the Revolution Flag Certificate for the Armed Forces Tribute Garden

Prepared By: Mary Joy Barajas, Executive Secretary to the City Manager

Recommended City Council Action

Accept the Flag Certificate from the Sons of the Revolution.

Summary Statement

- The City was contacted by the Longs Peak Chapter of the National Society of the Sons of the Revolution to schedule a time when their organization could come in and make a presentation of the Flag Certificate.
- The Flag Certificate is presented to an organization or school that properly displays the American flag.
- Representatives from the Department of Parks, Recreation and Libraries will be present at the Council meeting to accept the certificate along with City Council.
- Representatives of the Longs Peak Chapter will be in attendance at Monday night's meeting to make the presentation.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The National Society of the Sons of the American Revolution members are each a direct descendent of a military or government person that served in the American Revolution. Sons of the American Revolution is a historical, educational and patriotic non-profit that seeks to maintain and extend the institutions of American freedom, an appreciation for true patriotism, respect for national symbols, and the value of American citizenship. The Longs Peak Chapter has carefully followed the progress of the Armed Forces Tribute Garden and has observed that the City has properly presented the American flag.

Members of the Longs Peak Chapter will be in attendance to present the certificate to representatives from the Department of Parks, Recreation and Libraries.

Respectfully submitted,

J. Brent McFall
City Manager

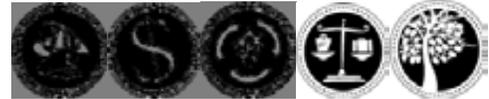


Agenda Item 6 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Presentation to the Youth Advisory Panel of the “Great Kids Building Great Communities” Certificate

Prepared By: Mary Joy Barajas, Executive Secretary to the City Manager

Recommended City Council Action

Councillor Winter will present to the Youth Advisory Panel the “Great Kids Building Great Communities” certificate that was received at the annual Jefferson County Good News Coalition breakfast.

Summary Statement

- The Jefferson Good News Coalition holds a yearly breakfast to recognize the individuals and groups that were nominated. This year’s breakfast was held on April 29, 2008.
- Cindy McDonald, the Youth Advisory Panel staff liaison and Chelsi Price, Chairperson nominated the Youth Advisory Panel for their fund raising efforts during the past year, which benefitted the City of Westminster Youth Scholarship Fund.
- The Youth Scholarship Fund provides financial assistance to families with children who may not be able to participate in recreation activities due to financial hardship.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The Jefferson County Good News Coalition was started 17 years ago by a group of three men, who wanted to focus on the good stories and actions that were taking place in Jefferson County. The coalition grew to include volunteers, community non-profits and community services agencies. The coalition picks a different topic each year, this year it was “Great Kids Building Great Communities.”

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 6 C

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008

SUBJECT: Proclamation re Graduating Seniors on the 2007-2008 Youth Advisory Panel

Prepared By: Cindy McDonald, Staff Liaison

Recommended City Council Action

Present a proclamation acknowledging the service of the graduating seniors Brenna Larsen and Chelsi Price from the 2007-2008 Youth Advisory Panel (YAP).

Summary Statement:

- City Council action is requested to recognize and acknowledge the service of the two graduating seniors from the 2007-2008 Youth Advisory Panel.
- City Council is requested to honor each outgoing member with a certificate.
- Councillor Faith Winter will present the proclamation.
- Brenna Larsen graduated from Pomona High School and has served on the Youth Advisory Panel for four years.
- Chelsi Price graduated from Northglenn High School and has served on the Youth Advisory Panel for three years.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

On September 13, 1999, City Council adopted Resolution No. 68 creating the Westminster Youth Advisory Panel. On October 25, 1999, the City Council appointed the first Youth Advisory Panel. Since 1999, the panel has worked with Staff on a variety of issues. The term of each Panel is one year, with reappointment possible up to four terms.

Since 1999, the Youth Advisory Panel has been very active in the community. In addition to attending scheduled monthly formal meetings, the panel each year takes part in regular community service projects. These diverse events have touched the community in many unique ways. They included helping at the Holy C.O.W. Stampede (a Parks, Recreation and Libraries race to raise proceeds for youth programs), providing volunteer help for the Westminster Holiday Lighting Ceremony, and participating at Westminster Pride Day. As active participants in the community, the YAP has fulfilled a goal of reaching out to the Westminster community in order to make a difference in the places where members attend school and live. They have also worked with Broomfield Lutheran Church to make and serve sandwiches to the homeless on the streets of downtown Denver. The Panel has continued this very diverse and ambitious community services goal for the 2007/2008 school year. Project highlights also include adopting a family for the holidays through ARC, delivering Thanksgiving Food Baskets to needy families and assisting at the annual Father Daughter Ball presented by Westminster Parks, Recreation and Libraries Department.

In the summer of 2008, there are two departing seniors who are graduating from area High Schools. These students have represented their schools with pride and have been an integral part of the Westminster Youth Advisory Panel. The attached proclamation recognizes these two individuals.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, the City Council of the City of Westminster believes that our youth should share the responsibility of addressing their needs, desires, challenges and issues, in molding their own futures; and

WHEREAS, the City values its youth and desires to advance and promote their special needs and interests and therefore created the Westminster Youth Advisory Panel on September 13, 1999; and

WHEREAS, the Panel has had twelve members appointed for the 2007-2008 school year; and

WHEREAS, two Westminster Youth Advisory Panel members will be graduating from High School and departing from the 2007-2008 Youth Advisory Panel; and

WHEREAS, it is important to acknowledge the contributions made by exiting panel members.

NOW THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby recognize and show appreciation to the following graduating seniors who have served on the Youth Advisory Panel, representing their schools and Westminster Youth:

Brenna Larsen	Pomona High School	Outgoing Board Member	4 yrs of Service
Chelsi Price	Northglenn High School	Outgoing Chairperson	3 yrs of Service

Signed this 14th day of July, 2008

Nancy McNally, Mayor



Agenda Item 8 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Colorado Hills Dog Park Parking Lot Contract

Prepared By: Rich Dahl, Park Services Manager
Kathy Piper, Landscape Architect II

Recommended City Council Action

Authorize the City Manager to execute a contract with Arrow J Landscape, Inc. in the amount of \$87,695 for expanding and renovation of the parking lot at Colorado Hills and authorize a 10 percent contingency in the amount of \$8,700, for a total project budget of \$96,395.

Summary Statement

- Bids were solicited from several reputable landscape construction companies with Arrow J Landscape, Inc. being the low bidder.
- Arrow J Landscape, Inc. has successfully completed both new construction and renovation landscape projects for the City in the past. The most recent project being Big Dry Creek Park.
- Construction and renovation will begin in the summer of 2008.
- The new parking lot configuration and asphalt paving will allow for 54 parking spaces.

Expenditure Required: \$96,395

Source of Funds: General Capital Improvement Fund Park Renovation Project
Open Space Fund

Policy Issue

Should the City upgrade the existing parking lot at Colorado Hills and add additional parking spaces or keep the existing parking lot and use the funds on another project?

Alternatives

1. City Council could choose not to authorize the construction bid and leave the parking lot in its current condition until a later date. Staff recommends pursuing the renovation to help with maintenance and parking congestion.
2. City Council could choose to direct Staff to rebid the projects to attempt to obtain a lower bid. The firms solicited for these projects have previously worked on similar City projects and have a proven track record.

Background Information

The 420.7 acre Colorado Hills Open Space was acquired in 1988. Since that time, the City has acquired adjoining properties to create an impressive 1,000 acres of open space. Currently this open space offers two trails, wildlife, panoramic views and a dog park with parking provided by a small gravel parking lot located on Simms Street. This popular dog park is the largest in the metro area and usage of the park has increased significantly over the years creating both parking and use issues.

Staff is looking to increase the size of this parking lot to 54 parking spaces. Asphalt and striping will help to identify travel lanes, parking spaces and help with over-all maintenance of the area. Additional open space fencing, trees, drip irrigation and a dog watering device will also be part of the improvements.

A competitive bid was sent out to three landscape construction companies for renovation of the parking lot and bids were received as follows:

T2 Construction	Declined to bid
Arrow J Landscape	\$87,695
Goodland Construction	\$92,650

The parking lot renovation supports both City Council’s “Vibrant Neighborhoods and Commercial Areas” and “Beautiful and Environmentally Sensitive City” Strategic Plan Goals.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

Colorado Hills
Proposed Asphalt Parking Lot
July, 2008

Existing Parking Lot

Simms

105th Ave

Colorado Hills Open Space

100th Ave

Standley Lake



Proposed
Asphalt Parking Area

Colorado Hills Dog Park
April 3, 2008
1" = 30'

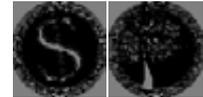




**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Water Quality Model for the Standley Lake Watershed

Prepared By: Mary Fabisiak, Water Quality Administrator

Recommended City Council Action

Based on a recommendation of the City Manager, City Council finds the public interest will best be served by authorizing the City Manager to execute a sole source professional services agreement with AMEC Earth and Environmental, Inc. (AMEC) for the work in utilizing the Water Quality Model for Standley Lake and the Clear Creek Watershed for a cost not to exceed \$58,822, with \$26,911 being Westminster's share of the total cost.

Summary Statement

- The protection of the water quality in Standley Lake is essential to providing high quality drinking water.
- To better understand the factors that affect water quality in Standley Lake, it is important to recognize the relative contributions of nutrients and other pollutants from the watershed.
- The Watershed Analysis Risk Management Framework (WARMF) is a computer model that will aid the City of Westminster in making scientifically based recommendations for the protection of water quality in Standley Lake.
- The Standley Lake Cities are considering presenting information to the Water Quality Control Commission in 2008 concerning a numeric nutrient standard on Standley Lake for the protection of water quality.
- A nutrient standard would help protect the long term quality of water in Standley Lake.
- AMEC, Inc. has thorough knowledge of the City's water supply system having developed the Watershed Analysis Risk Management Framework (WARMF) model and the Standley Lake Eutrophication Model that is used by Staff to understand watershed and lake dynamics.
- The costs for this contract will be shared among Thornton, Northglenn and Westminster.
- Westminster's portion of this cost will be \$26,911 under the Standley Lake Water Quality IGA with Northglenn and Thornton
- The Standley Lake Cities' Staff has negotiated with AMEC, Inc. for a price and scope of work that will utilize the WARMF dynamic watershed model.
- Staff believes this cost is reasonable for the level of effort required to fully utilize the model.

Expenditure Required: \$58,822 (Westminster share not to exceed \$26,911)

Source of Funds: Utility Fund - Water Resources and Treatment Operating Budget

Policy Issue

Should the City award this sole source negotiated contract to AMEC, Inc. to provide the described watershed model (WARMF) consulting service?

Alternatives

As an alternative to awarding the contract to AMEC, Inc., the City could choose to solicit proposals from several engineering firms. However, if another firm was chosen, they would not be familiar with the current watershed and lake models and it could take considerably more time and expense for the other firm to become knowledgeable about Westminster's water supply in order to provide the needed service. This alternative is not recommended.

A second alternative would be to delay or not utilize the WARMF. This alternative is also not recommended as delaying or not utilizing the WARMF would significantly restrict the City's water supply protection efforts.

Background Information

The Watershed Analysis Risk Management Framework (WARMF) model was developed in 2007. This model is used by Water Quality Staff to predict nutrient loadings to Standley Lake from upstream land use changes and pollution sources such as wastewater treatment plants. Several tasks have been identified that will aid in the development of a scientific basis for a nutrient standard on Standley Lake.

One of the first tasks is to link the WARMF model with the Standley Lake Eutrophication Model. The Lake Model assesses the impact of nutrients and organic carbon on Standley Lake. The watershed model is used to predict inputs to the lake and to identify the most relevant sources of nutrient loading in the watershed. The lake model tells us how the lake responds to those pollution inputs. This information is needed to give the Standley Lake Cities and Upper Clear Creek Cities a better perspective on the relative impacts of various activities on Standley Lake water quality and to help in decision making on the most beneficial and cost effective watershed management activities. The WARMF model will aid in the consideration for a numeric nutrient standard to protect the water quality in Standley Lake.

AMEC, Inc. has produced and updated the Standley Lake hydrologic model. This model has been used by Water Quality Staff to predict outcomes of various scenarios. A recent use of the model helped determine the effect of relocating the outlet structures as part of the Standley Lake Renovation. Linking the lake model with the watershed model will greatly increase Staff's ability to anticipate consequences of specific actions in the upper basin to water quality in Standley Lake.

Based on all the factors detailed in this memorandum, Staff believes it is in the best interest of the City to negotiate a scope of work and cost proposal with AMEC, Inc. for the implementation of the Watershed Analysis Risk Management Framework to the Upper Clear Creek and Standley Lake Watershed.

This recommendation supports City Council's Goals and Objectives to provide a Financially Sustainable City Government Providing Exceptional Services and a Beautiful and Environmentally Sensitive City by securing and developing a long-term water supply and providing energy efficient, environmentally sensitive city operations by protecting Standley Lake. Drinking water quality is rated as an essential City service in the 2008 Westminster Citizen Survey.

Respectfully submitted,

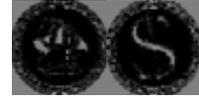
J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Northwest Water Treatment Facility Piping Evaluation Contract

Prepared By: Mike Happe, Water Resources & Treatment Manager
Tom Settle, Water Treatment Superintendent

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest would best be served by accepting the sole source proposal from Burns & McDonnell Engineering for the evaluation and design of the filtrate piping replacement for the Northwest Water Treatment Facility (NWTF); authorize the expenditure in the amount of \$45,570; authorize an additional \$6,800 for contingency; and authorize a transfer of \$52,370 from the Semper Water Treatment Facility (SWTF) Filter 1-14 Media Replacement Project, to the NWTF Major Repair and Replacement Project.

Summary Statement

- The 24" diameter membrane filtrate piping at the Northwest Water Treatment Facility has developed pinhole leaks and will require replacement. Since there have been previous issues with similar stainless steel piping in the facility, an evaluation will be conducted to identify alternative piping materials with a better life expectancy to utilize in the replacement.
- The stainless steel piping specifications had been set by the CH2M Hill pre-design team and the membrane manufacturer, Pall Corporation, prior to the start of the final design process in 2000. New pipe material options are now available.
- Burns & McDonnell Engineering was the final design team of the facility and is best suited to conduct the study, recommend alternative pipe material and adapt the recommendation to the solution.
- The alternatives analysis will be followed by design and specification development for bidding the replacement of the 24" piping.
- The NWTF Major Repair and Replacement project is a new proposed capital project title that will be utilized for this and similar projects in the future.
- The Semper Water Treatment Facility (SWTF) Filter 1-14 Media Replacement Project was approved in the 2007 CIP budget for \$250,000. This project was successfully completed in early 2008 well below budget with a savings of over \$130,000. These savings can be utilized to fund the proposed design work.
- Staff is requesting a transfer of \$52,370 from the SWTF 1-14 Media Replacement account to the NWTF Major Repair and Replacement account to cover the expenses for the engineering analysis.

Expenditure Required: \$52,370

Source of Funds: Utility Fund - NWTF Major Repair and Replacement CIP

Policy Issue

Should the City proceed with evaluating replacement options of the filtrate piping at the NWTF?

Alternative

Reject the project requests and continue to operate the NWTF on the existing piping. Staff does not recommend this alternative because it leaves the NWTF vulnerable to damage or failure as a result of the leaking piping.

Background Information

The Northwest Water Treatment Facility is the City's membrane filtration drinking water plant. It was originally constructed in 2002 and has a capacity to treat up to 15 million gallons of water per day. NWTF is fully automated and remotely operated from the Semper Water Treatment Facility, the City's primary water plant.

The water that has been filtered in the membrane process is collected in a 24-inch diameter stainless steel pipe that diverts the water to the Clearwell storage tank. Pinhole leaks in this 60-foot section of pipe appeared after a routine two-week shutdown for maintenance work this past winter. The holes have been temporarily patched with epoxy filler. The filler is not holding for long periods of time and the piping should be replaced to ensure the reliability of the plant. There has been another occurrence of pinhole leaks in other stainless steel piping at the NWTF. These were in smaller diameter pipes and all were associated with bad welding procedures during the manufacturing process and were replaced by the manufacturer. The current leaks are not associated with any weld seams, and are all located in clear spans of pipe.

The NWTF project was conceived in stages that included extended pilot studies and pre-design work by CH2M Hill Engineering. The Pall Corporation membrane system was selected as the best filtration system choice based on performance and life-cycle cost. At the time, the recommendation from both CH2M Hill and Pall was to utilize stainless steel piping for all pipe attaching to the filtration system to protect the membrane fibers from potential damage that might be caused by rust, concrete or other types of particles that might originate from other pipe materials. As the final design team, Burns & McDonnell was asked to incorporate those recommendations into the final design and construction of the facility. Many new pipe materials in the necessary sizes have been developed in the years since and are now available.

Staff feels the best solution is to identify alternative piping materials that can replace the existing stainless steel pipe and provide better reliability and longevity. Preliminary investigations have found that the stainless steel piping is no longer a requirement for the membrane installations and other pipe systems are now used routinely. The evaluation will consider materials as well as installation issues related to changing out the piping. Once material selection has been completed, the design, specifications and cost of the replacement piping will be developed.

This project helps achieve the City Council's Strategic Plan Goal of Financially Sustainable City Government by contributing to the objective of Well-maintained City Infrastructure and Facilities. It also contributes to the City achieving Safe and Secure Community by ensuring the reliable operation of the Northwest Water Treatment Facility.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: 104th Avenue and Sheridan Boulevard Pavement Rehabilitation Project

Prepared By: David W. Loseman, Senior Projects Engineer
Dave Cantu, Contract Maintenance Supervisor
Ray Porter, Street Operations Division Manager

Recommended City Council Action

Authorize the City Manager to execute a contract amendment with A-1 Chipseal Company in an amount not to exceed \$87,535 and authorize a contract amendment with Asphalt Specialties Company, Inc. in an amount not to exceed \$28,703 for pavement rehabilitation at the intersection of 104th Avenue and Sheridan Boulevard.

Summary Statement

- On March 12, 2007, Council authorized a contract with A-1 Chipseal Company for the citywide “chipseal” program.
- On April 14, 2008, Council authorized a contract with Asphalt Specialties Company, Inc. for the citywide pavement rehabilitation program.
- The City recently completed certain widening improvements to the 104th Avenue and Sheridan Boulevard intersection. As a cost-savings measure, the scope of this project did not include the rehabilitation of any of the previously existing pavement within the intersection. Instead, the contractor was instructed to simply match the edge of the existing pavement with the new asphalt for the roadway widening. After inspection of the final product, Staff is recommending the milling, overlay and chipsealing of the entire limits of the 104th Avenue and Sheridan Boulevard Intersection project to eliminate asphalt seams that were created and to correct some of the rutting problems that are occurring in the existing roadway.
- The most cost effective way to complete this proposed work at the intersection is to have A-1 Chipseal Company and Asphalt Specialties Company perform it under their current contracts with the City.
- The proposed pavement rehabilitation within the intersection has not resulted from faulty construction by the contractor of the recently completed intersection improvements project. This proposed rehabilitation of the previously existing asphalt could have been included in the original scope of the contract for the intersection improvements (at an increased cost), but Staff decided to attempt to save money by matching the new asphalt to the old asphalt. Unsatisfied with the results of that decision, Staff is now proposing to perform work that, otherwise, would have been included in the original contract.
- Funds for this expense are available in the 104th Avenue and Sheridan Boulevard project account.

Expenditure Required: \$116,238

Source of Funds: General Capital Improvement Fund
– 104th Avenue and Sheridan Boulevard Project Account

Policy Issue

Should contract amendments be approved for A-1 Chipseal Company and Asphalt Specialties Company for the pavement rehabilitation at the 104th Avenue and Sheridan Boulevard intersection?

Alternative

An alternative to these contract amendments is to postpone this work. Staff does not recommend this alternative because funds remain available in the 104th Avenue and Sheridan Boulevard project account, both contractors are willing to do this work immediately, fuel and asphalt prices continue to escalate that will make this work more expensive in the future and the pavement rutting is becoming severe enough to necessitate repairs at this time. The proposed remedy to the rutting problem should prevent the need for a complete removal and replacement of the asphalt in the near future.

Background Information

On December 18, 2006, City Council authorized a contract with Castle Rock Construction to construct improvements to the 104th Avenue and Sheridan Boulevard intersection. These improvements included the installation of double left turn lanes for both northbound and southbound traffic on Sheridan Boulevard and the associated road widening to accommodate these turn lanes. In addition, the project widened 104th Avenue to allow room for a third through lane for eastbound 104th Avenue. The project was designed to only match the existing edge of asphalt and not overlay the entire project area because funding was a major concern at the time. This approach of matching existing asphalt is structurally sound but leaves a seam that is less appealing than a complete overlay of the road. More importantly, there is rutting occurring in the existing asphalt. Repairs to this now should prevent a complete removal and replacement of the asphalt in the future. Staff is recommending that the entire limits of the 104th Avenue and Sheridan Boulevard project be milled, overlaid and chipsealed. The 104th Avenue and Sheridan Boulevard project was completed under budget and, hence, there are sufficient funds remaining to perform this recommended asphalt rehabilitation work. The most cost effective way to have this work completed is by change order with A-1 Chipseal Company and Asphalt Specialties Company since both firms are currently under contract with the City for the annual chipseal and pavement rehabilitation programs.

Respectfully submitted,

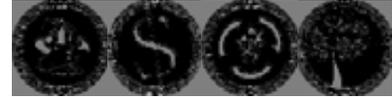
J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Ratification of 2008 Zebra Mussel Implementation Plan Contracts and Capital Expenses

Prepared By: Mike Happe, Water Resources and Treatment Division Manager
Ken Watson, Regional Parks and Golf Manager

Recommended City Council Action

1. Based on the recommendation to the City Manager, and the need that existed to expedite construction in order to adequately address the start of the boating season, determine that the public interest will be best served by sole sourcing the construction contract with Diamond Excavating Inc. in the amount of \$154,180 and a materials contract with Aggregate Industries, Inc. for \$52,500 for services related to the protection of Standley Lake from Zebra and Quagga Mussels.
2. Authorize the expenditure of \$200,000 from the Special Assessments Metro Wastewater Reclamation District account and \$99,721 from the Water Project Contingency Account to fund Zebra and Quagga Mussel related expenses.

Summary Statement

- Due to the emergency timing of the implementation of the protection program, contracts were issued to sole source vendors in order to accommodate the start of the 2008 boating season in May as follows:
 - One materials contract in the amount of \$52,500 was issued to Aggregate Industries, Inc. for materials needed for the improvement work on the Boat Storage area.
 - An original construction contract in the amount of \$145,489 plus a change order in the amount of \$8,691 for a total of \$154,180 was issued to Diamond Excavating, Inc. for construction of the spray station and boat storage area.
- The Special Assessments Metro Wastewater Reclamation District-Capital account was used for payment of infrastructure-related costs in the program.
- The Special Assessments Metro Wastewater Reclamation District-Capital account was established to pay the Metro Wastewater Reclamation District for wastewater taps sold in the Little Dry Creek basin, which is served by Metro. Since funds in this account have not been needed, Staff identified these funds as the source for payment of capital improvements necessary for the Zebra Mussel Protection Program.

Expenditure Required: \$299,721

Source of Funds: Utility Fund - Special Assessments Metro Wastewater Reclamation District Project
Utility Fund Capital Project Contingency

Policy Issues

Does Council concur with ratifying the sole source contracts as outlined?

Does Council concur with spending funds from two Utility Fund Capital projects to cover the costs of the Zebra Mussel Protection Program?

Alternatives

1. Do not approve the sole source contracts. Staff does not recommend this action as the work has been completed and invoices have already been paid. It was decided to return to Council to ratify costs at one time instead of on a piecemeal basis.
2. Do not approve the expenditure of funds. Staff does not recommend this action as capital costs related to the Protection Program have exceeded the account budget and have been paid.

Background Information

In February 2008, Staff learned that Zebra Mussels had been found in Pueblo Reservoir raising concerns about the impacts of this aquatic nuisance species to the water supply and recreation uses of Standley Lake. After considerable research, the Public Works and Utilities Department and the Parks, Recreation and Libraries Department jointly presented a Staff Report to Council in March 2008 entitled "Protection of Standley Lake from Zebra and Quagga Mussels." This Report summarized the history of Zebra and Quagga Mussels in water bodies throughout the United States and the damage that those species can cause to lake ecosystems and water utility infrastructure. Staff requested direction regarding the implementation of a program to provide protection to Standley Lake from contamination from aquatic nuisance species such as Zebra and Quagga Mussels while continuing to allow recreation on Standley Lake with some restrictions.

Council approved the adoption of a boat inspection and tagging program and changes to existing fishing regulations. Within the short window of time between the March 31, 2008, Study Session with Council and the May 1, 2008, opening of the Lake to boating and fishing, Staff coordinated the inspection and tagging program that is currently in place at Standley Lake. All improvements related to the program were implemented as quickly as possible to reduce the inconvenience to Park visitors.

- At the March 31, 2008, Study Session, Staff provided City Council with the estimated cost for implementing this protection plan as \$254,400. This estimate included operating costs projected at \$181,400 and capital costs projected at \$73,000 for spray stations, roadway/drainage improvements and boat storage improvements.
- The original estimate of \$73,000 for the capital costs was significantly underestimated. The cost for the capital improvements totaled \$299,721. The original intention of the capital projects was a much smaller scope that identified improvements to the boat storage area and adding additional land and a roadway to provide an area for the spray station and inspections. As Staff worked with consultants and other vendors to construct the improvements, the scope changed significantly. The original cost was underestimated due to a combination of the accelerated pace of the program; material costs for the Boat Storage area that far exceeded the original estimates; and additional engineering, construction and electrical projects for the Spray Station and Boat Ramp areas which were unanticipated. Additionally, the level of engineering required to ensure compliance with the Clean Water Act was higher than anticipated. Extensive research was conducted before the program was implemented, yet due to the newness of this program within the State of Colorado and the West, Staff was not aware of what some of the costs would be. Westminster has been a leader by implementing this program early in the season and Staff continues to refine the program to better serve the City and the Standley Lake visitors.

- Staff is now requesting the ratification of the sole source contracts that were issued to construct the improvements and site work necessary to the program associated with the capital costs for the contamination protection efforts
- In addition to the request for expenditure of \$200,000 from the Special Assessments Metro Wastewater Reclamation District-Capital account, Staff is also requesting that \$99,721 in funds from the Water Fund Capital Project Contingency account be transferred to this newly renamed account to cover all costs incurred by the implementation of this program.

The implementation of this Protection program directly relates to the City Council's Strategic Plan in the following ways:

- By executing this program, the City is working to provide a secure water supply free of Zebra and Quagga Mussels (Safe and Secure Community).
- This program has endeavored to maintain recreation on Standley Lake during the application of this program (Vibrant Neighborhoods and Commercial Areas).
- By implementing this program, Staff intends to maintain the current quality of the City's water at reasonable rates. (Safe and Secure Community, Financially Sustainable City Government Providing Exceptional Services).
- This protection program strives to keep aquatic nuisance species such as Zebra and Quagga Mussels out of Standley Lake and allows the City to continue to provide an attractive recreational opportunity for residents (Beautiful and Environmentally Sensitive City).

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: McKay Lake Outfall Drainage Improvements – Final Design Engineering Services Contract

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

Based on a recommendation of the City Manager, determine that the public interest would best be served by authorizing the City Manager to sign a negotiated contract with WHPacific Inc., for design engineering services for the proposed improvements to the McKay Lake Drainageway between Huron Street and Big Dry Creek; and authorize \$421,880 plus a contingency of \$42,000 for the design of this project.

Summary Statement

- In October 2006, City Council approved an Intergovernmental Agreement (IGA) between Westminster and Thornton that creates a formula for cost sharing and other responsibilities for improving the McKay Lake Drainageway and confining the floodplain to a channel that is intended to run from Huron Street at approximately 142nd Avenue under Interstate 25 to Big Dry Creek just downstream of Washington Street in Thornton. Westminster is responsible for managing contracts for design and construction with Thornton reimbursing portions of those costs in the future according to the terms of the IGA.
- Preliminary design efforts over the past year have resulted in a project layout on which the two cities have concurred. The next step is final design and preparation of construction documents for bid by the end of 2008 as recommended in the IGA.
- Staff is recommending approval of a negotiated contract with the engineering firm of WHPacific, Inc for final design. WHPacific has provided most of the planning and technical engineering work on the project to-date and has performed satisfactorily in that capacity. The scope of their work has been negotiated and priced at \$421,880. A contingency of \$42,000 is recommended for the design contract and various administrative activities that can be expected with this phase of the project.

Expenditure Required: \$421,880

Source of Funds: General Capital Improvement Fund- McKay Lake Outfall Drainage Project

Policy Issue

Should the City enter into a negotiated contract with WHPacific Inc., for final design of the McKay Lake Outfall Drainage improvements?

Alternative

Do not authorize the contract WHPacific Inc., opting instead to secure proposals from other firms as well. Although feasible, this alternative is not recommended for several reasons. First, the negotiations with Thornton to develop an Intergovernmental Agreement (IGA) took several years to complete, and both cities are now eager to proceed. Stepping back to go through a proposal and interview process on a project this large will add several months to the schedule. Second, various engineering assignments have been necessary to secure technical information upon which the IGA and the general plan for the project are based. In 2003, the two cities were able to agree on ASCG, Inc. (later bought out by WHPacific, Inc.) for the preparation of those studies, including a Cost Apportionment Analysis in 2004 and the preliminary design assignment in 2007-2008. As a result, WHPacific has a history on the project that no other firm could replicate completely. Thornton and Westminster staff representatives have been working closely with WHPacific to this point and are satisfied with their performance. Finally, the fees proposed by WHPacific are judged to be reasonable and appropriate to the scope of work.

Background Information

The McKay Lake Outfall is a tributary to Big Dry Creek, draining over 1000 acres in the north area of Westminster and crossing under I-25 into Thornton and unincorporated areas of Adams County. Over the years, it has been modified by agricultural uses, highway construction and some development, resulting in a wide and shallow floodplain and a poorly defined channel. In the past several years, the City has renovated McKay Lake to provide some control of major storm flows, and the Huntington Trails Subdivision has created a channel that contains the floodplain between McKay Lake and a new culvert at Huron Street. Downstream of Huron Street, the existing floodplain covers about 96 acres on the Westminster side of Interstate 25, which acts as a dam. Major storms (those having a 100-year recurrence interval, statistically) are calculated to overtop I-25 in a wide path and spread out in Thornton and Adams County, where flooding would inundate about 34 acres.

Westminster City Council approved an Intergovernmental Agreement (IGA) with Thornton in October 2006 to jointly pursue an improvement plan to reduce the extent of the floodplain in both jurisdictions. Thornton's approval came in March of 2007. The IGA calls for Westminster to administer design and construction contracts for the project and front those costs. Thornton will reimburse their share as properties there are developed. Adams County is not participating in the project.

A preliminary design contract with ASCG, Inc. was authorized in 2007, and the two cities have now concurred on the basic design elements and the necessary budget for the project. The preliminary design effort also included several meetings with Thornton and Adams County property owners who will be affected and benefit from the improvements. The next steps will be contracts for final design, right-of-way acquisition, bidding and construction contracts, all of which are Westminster's responsibility to manage under the IGA.

The scope of work for final design of the McKay Lake Outfall has been negotiated with WHPacific. Since the project will be constructed in three jurisdictions, their effort is somewhat greater than normal due to review and coordination with three entities. Based on WHPacific's familiarity with the project by virtue of their previous engineering services, a scope of work was negotiated and priced. The City of Thornton is in agreement that a negotiated contract is appropriate in this case. WHPacific's fees are estimated to be \$421,880, which is approximately 7% of the estimated construction cost. This is reasonable based on staff's experience with projects of this extent and complexity. Given the concurrence

of both jurisdictions, the support of several key property owners, and WHPacific's experience and background in the project, it is recommended that the negotiated contract be approved. A contingency of \$42,000 is also recommended to deal with eventualities of the design process.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Second Reading of Councillor’s Bill No. 25 re Economic Development Agreement with The Bedrin Organization

Prepared By: Susan Grafton, Economic Development Manager

Recommended City Council Action

Pass Councillor’s Bill No. 25 on second reading authorizing the City Manager to execute and implement an Economic Development Agreement with The Bedrin Organization.

Summary Statement

- This Councillor’s Bill was passed on first reading on June 23, 2008.
- City Council action is requested to pass the attached Councillor’s Bill that authorizes the execution of the attached Economic Development Agreement (EDA) with The Bedrin Organization to assist with the redevelopment of the Brookhill V retail center and with the attraction of 3 Margaritas Restaurant. Brookhill V is located at the southeast corner of 92nd Avenue and Wadsworth Parkway.
- The \$112,500 EDA will be funded with rebates of the sales tax resulting from the new restaurant.
- This Economic Development Agreement will assist in filling the final vacant space in the Brookhill V Shopping Center; one of City Council’s strategic plan objectives.
- The EDA rebate shall terminate after five years.
- If 3 Margaritas ceases business operations in the City within five years of when new operations commence, any payments made to The Bedrin Organization under this agreement shall be reimbursed to the City unless a comparable replacement tenant is found.

Expenditure Required: Approximately \$112,500 (Rebates)

Source of Funds: The EDA with The Bedrin Organization will be funded through revenue received from sales tax revenues directly generated from the operation of 3 Margaritas Restaurant

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO. **3420**

COUNCILLOR'S BILL NO. **25**

SERIES OF 2008

INTRODUCED BY COUNCILLORS
Lindsey - Major

**A BILL
FOR AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT
WITH THE BEDRIN ORGANIZATION
FOR THE ATTRACTION OF "3 MARGARITAS" RESTAURANT TO THE BROOKHILL V
SHOPPING CENTER IN WESTMINSTER, COLORADO**

WHEREAS, the successful attraction and retention of high quality retail development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to generate additional sales tax revenue and remain competitive with other local governments in offering assistance for occupancy of existing retail space in the City; and

WHEREAS, The Bedrin Organization plans to redevelop and fill a portion of the vacant space in the Brookhill V Shopping Center with a 3 Margaritas restaurant; and

WHEREAS, a proposed Economic Development Agreement between the City and The Bedrin Organization is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with The Bedrin Organization in substantially the same form as the one attached as Exhibit "A", and upon execution of the Agreement to fund and implement said Agreement.

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

Section 3. 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 23rd day of June, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of July, 2008.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

ECONOMIC DEVELOPMENT AGREEMENT WITH THE BEDRIN ORGANIZATION FOR A "3 MARGARITAS" RESTAURANT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, between the CITY OF WESTMINSTER (the "City"), and THE BEDRIN ORGANIZATION; a New Jersey LLC.

WHEREAS, the City wishes to provide certain assistance to The Bedrin Organization to encourage the location of a 3 Margaritas restaurant in the Brookhill V Shopping Center; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below the City and The Bedrin Organization agree as follows:

1. Sales Tax Rebate. The City shall rebate to The Bedrin Organization 30% of the sales tax collected from 3 Margaritas for the first five years (60 months) of operation of the new restaurant. Such rebate shall be payable exclusively from sales tax revenue collected by the City from 3 Margaritas and attributable to the imposition of the City's 3.0% general sales tax (excluding the City's .25% open space tax and .6% public safety tax). The sales tax rebate shall not continue past five years (60 months) of operation and shall be administered as follows:

- (a) Sales Tax Rebate Amount. Any rebates provided by the City to The Bedrin Organization pursuant to this agreement will be from the sales tax generated by 3 Margaritas restaurant. The City shall rebate to The Bedrin Organization 30% of the sales tax generated.
- (b) Payment. The sales tax rebate amount will be paid to The Bedrin Organization in quarterly payments, made within 20 days after the end of each calendar quarter. The sales tax rebate payment will be submitted electronically to The Bedrin Organization designated financial institution.
- (c) End of Sales Tax Rebate. The sales tax rebate shall commence on issuance of the Certificate of Occupancy for 3 Margaritas and end on the fifth (5th) anniversary thereof. The rebate is estimated to be \$112,500.

2. Entire Agreement. This instrument shall constitute the entire agreement between the City and The Bedrin Organization concerning the 3 Margaritas restaurant and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this agreement with respect to its subject matter.

3. Termination. This Economic Development Agreement shall terminate and become void and of no force or effect upon the City if 3 Margaritas has not moved into their new space in Brookhill V on or before December 31, 2008; or, should The Bedrin Organization or 3 Margarita's fail to comply with any City code and/or approval process.

4. Business Termination. In the event that 3 Margaritas ceases business operations in the City within five years after the new operations commence, The Bedrin Organization shall reimburse the City for any amounts rebated to or otherwise provided to The Bedrin Organization pursuant to this Agreement, unless the City approves a successor to the initial approved user within 12 months of the closing of 3 Margaritas, which is substantially similar in quality and sales tax production as the approved user.

5. Subordination. The City's obligations pursuant to this agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

8. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

9. Governing Law: Venue. This agreement shall be governed and construed in accordance with the laws of the State of Colorado. This agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Jefferson County, Colorado.

THE BEDRIN ORGANIZATION,
A NEW JERSEY LLC

CITY OF WESTMINSTER

Gerald Bedrin,
Managing Member

J. Brent McFall
City Manager

ATTEST:

ATTEST:

Linda Yeager
City Clerk

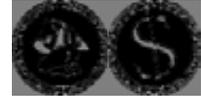
Adopted by Ordinance No. 3420



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Second Reading of Councillor’s Bill No. 26 re the Disposal of City Property and the Vacations of City Roadways and Utility Easements

Prepared By: David Downing, City Engineer
Jane Greenfield, Assistant City Attorney

Recommended City Council Action

Adopt Councillor’s Bill No. 26 on second reading amending the Westminster Municipal Code clarifying processes for vacations of roadways and easements and the disposal of City real and personal property.

Summary Statement

Staff has prepared a proposed ordinance that, if enacted, would:

- Expand and clarify the process for vacating traffic-related public rights-of-way (“ROW”), such as streets, roads, alleys, sidewalks, and other ways open to the public for vehicular and pedestrian access;
- Add specific authorization for the vacation of utility and other public (non-traffic related) easements, and provide for their vacation by plat, by City Manager approval (if two acres or less), or by motion of City Council;
- Differentiate between real and personal property in the Code’s chapter on Disposal of City Property; and
- Adopt congruent changes in the City Manager’s duties regarding the disposition of City property.
- This Councillor’s Bill was passed on first reading on June 23, 2008.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3421**

COUNCILLOR'S BILL NO. **26**

SERIES OF 2008

INTRODUCED BY COUNCILLORS
Major - Kaiser

A BILL

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE
CONCERNING THE PROCESSES FOR THE DISPOSAL OF CITY PROPERTY AND THE
VACATIONS OF CITY ROADWAYS AND UTILITY EASEMENTS**

WHEREAS, Title 11, Chapter 6, W.M.C., provides for the vacation of public rights-of-way but does not differentiate between roadways owned by the City in trust for public access versus City utility easements burdening private property; and

WHEREAS, Section 15-2-1 provides for methods of disposing of City property but does not differentiate between real and personal property; and

WHEREAS, Section 1-12-2 addresses the City Manager's authority to sell surplus City property and grant limited easements upon City property, without describing that authority's relationship to the vacation process in Section 11-16-1 or the process for City property disposal in Section 15-2-1; and

WHEREAS, City Council desires to clarify and differentiate the manner of processing vacation requests from the other powers of the City Manager for the disposal of City property, both real and personal.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-12-2, subsections (M) and (O), W.M.C., are AMENDED as follows:

1-12-2: DUTIES: The City Manager shall be the Chief Administrative Officer of the City Government. His functions and duties shall be:

(M) To ~~sell surplus~~ DISPOSE OF City property, without City Council approval, ~~when the estimated value of the item is less than five thousand dollars (\$5,000),~~ PURSUANT TO SECTION 15-2-1, W.M.C.; (1564 2029)

(O) NOTWITHSTANDING ANY LIMITATION IN SUBSECTION 15-2-1(B), W.M.C., the City Manager is hereby authorized to grant easements over, under and across City-owned real property by signing easement agreements and other written instruments necessary and customary to accomplish such grants. This authority is limited to easements where such easement is for utility, drainage or similar limited purposes, and the easement consists of no more than two (2) acres. Nothing herein shall be deemed to require the City to grant any easement nor to limit or impede the City's ability to set terms and conditions FOR THE GRANTING of an easement and to fix fees ~~therefor~~ THE VALUE THEREOF.

Section 2. Title 11, Chapter 6 index, and section 11-6-1, W.M.C., are AMENDED, AND NEW SECTION 11-6-9, W.M.C., is ADDED as follows:

CHAPTER 6

PUBLIC IMPROVEMENTS

- 11-6-1: ~~PUBLIC RIGHTS-OF-WAY AND IMPROVEMENTS~~ ROADWAYS, EASEMENTS, AND LAND FOR PUBLIC IMPROVEMENTS
- 11-6-2: GENERAL REQUIREMENTS
- 11-6-3: UNDERGROUNDING OF ELECTRIC AND COMMUNICATION LINES

- 11-6-4: PUBLIC AND PRIVATE IMPROVEMENT AGREEMENTS AND SURETY REQUIREMENTS
- 11-6-5: DESIGN AND CONSTRUCTION OF IMPROVEMENTS
- 11-6-6: LOCAL IMPROVEMENT DISTRICTS
- 11-6-7: PROCEDURES FOR THE ESTABLISHMENT OF RECOVERY AND PARTICIPATION COSTS
- 11-6-8: DEDICATION OF PROPERTY FOR PUBLIC PURPOSES
- 11-6-9: VACATION OF PUBLIC ROADWAYS AND EASEMENTS

11-6-1: PUBLIC RIGHTS-OF-WAY AND IMPROVEMENTS ROADWAYS, EASEMENTS, AND LAND FOR PUBLIC IMPROVEMENTS: (2534)

(A) DUTY TO PROVIDE. As a condition to any approval required under this Title, the City may require the dedication of PUBLIC ROADWAYS OR rights-of-way FOR PUBLIC ACCESS, UTILITY easements, and OTHER landS for public use, and the construction or installation of such public improvements as the City may deem are reasonably necessary to address such impacts as may be caused by a proposed development on public facilities or services. FURTHER, THE CITY MAY REQUIRE THE PAYMENT OF AN EQUIVALENT AMOUNT OF CASH IN LIEU OF ANY REQUIRED DEDICATION.

(B) OVERSIZING. Subject to the cost recovery provisions of this Title, the City may also require, as a condition to any approval required under this Title, the dedication of such additional ROADWAYS, PUBLIC ACCESS rightS-of-way, and easements and the construction or installation of such other or additional public improvements as the City may deem are reasonably necessary for the orderly and logical extension of City facilities and services within the City as a whole. ~~Further, the City may require the payment of an equivalent amount of cash in lieu of any required dedication.~~

~~**(B) VACATION OF PUBLIC RIGHTS-OF-WAY.**~~

~~— 1. Previously dedicated public right of way easements shall be vacated in accordance with the procedures and requirements of applicable state statutes.~~

~~— 2. Any requests for vacation of a public right of way or easement shall include a legal description of the property to be vacated, prepared by a land surveyor certified by the State of Colorado, and shall include all relevant documents pertaining to the original dedication.~~

~~— 3. Prior to the scheduling of the proposed vacation ordinance before City Council, the Planning Manager shall receive such input from adjoining or nearby property owners as may be deemed necessary to formulate a recommendation to Council.~~

11-6-9: VACATION OF PUBLIC ROADWAYS AND EASEMENTS:

(A) VACATION OF PUBLIC ROADWAYS.

1. PUBLIC ROADWAYS AND RIGHTS-OF-WAY FOR PUBLIC ACCESS SHALL BE VACATED BY ORDINANCE AND TITLE TO SAID VACATED PROPERTY SHALL VEST IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE STATE STATUTES. AS USED IN THIS SECTION, THE TERMS “ROADWAY” AND “RIGHTS-OF-WAY FOR PUBLIC ACCESS” INCLUDE ANY PLATTED, DEDICATED, OR DESIGNATED PUBLIC STREET, ALLEY, LANE, AVENUE, ROAD, SIDEWALK OR OTHER PUBLIC WAY FOR TRAVEL, WHETHER OR NOT IT HAS BEEN USED AS SUCH.

2. ANY APPLICANT REQUESTING A VACATION OF A PUBLIC ROADWAY OR PUBLIC ACCESS RIGHT-OF-WAY SHALL:

(A) FILE A WRITTEN VACATION REQUEST ON A FORM PROVIDED BY THE CITY ENGINEER AND PAY THE REQUIRED APPLICATION FEE;

(B) INCLUDE A WRITTEN LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY TO BE VACATED, PREPARED BY A LAND SURVEYOR CERTIFIED BY THE STATE OF COLORADO;

(C) INCLUDE ALL RELEVANT DOCUMENTS PERTAINING TO THE ORIGINAL DEDICATION; AND

(D) INCLUDE A WRITTEN STATEMENT EXPLAINING WHY THE ROADWAY OR RIGHT-OF-WAY FOR PUBLIC ACCESS IS NO LONGER NEEDED FOR THE PUBLIC PURPOSE FOR WHICH IT WAS ORIGINALLY REQUIRED.

3. PRIOR TO THE SCHEDULING OF THE PROPOSED VACATION ORDINANCE, THE CITY ENGINEER SHALL:

(A) POST THE PROPERTY WITH A PUBLIC NOTICE IDENTIFYING THE AREA AFFECTED BY THE REQUESTED VACATION AND LISTING A CONTACT PHONE NUMBER FOR ADDITIONAL INFORMATION;

(B) NOTIFY ALL CITY DEPARTMENTS AND SUCH PUBLIC AGENCIES AND UTILITIES AS STAFF MAY REASONABLY DETERMINE TO HAVE A LEGAL INTEREST IN THE VACATION REQUEST;

(C) MAKE A REASONABLE EFFORT TO OBTAIN INPUT FROM ADJOINING PROPERTY OWNERS AND OTHER MEMBERS OF THE PUBLIC AS MAY BE DEEMED NECESSARY TO FORMULATE A RECOMMENDATION TO COUNCIL;

(D) MAKE A PRELIMINARY FINDING THAT NO PRESENT OR FUTURE PUBLIC ACCESS NEED EXISTS FOR THE AREA REQUESTED FOR VACATION;

(E) MAKE A PRELIMINARY FINDING THAT THE VACATION REQUEST, IF APPROVED, WILL NOT LEAVE ANY LAND ADJOINING SAID ROADWAY WITHOUT AN ESTABLISHED PUBLIC ROAD OR A PRIVATE-ACCESS EASEMENT CONNECTING SAID LAND WITH ANOTHER ESTABLISHED PUBLIC ROAD.

(F) MAKE A PRELIMINARY FINDING WHETHER OR NOT AN EASEMENT SHOULD BE RESERVED BY THE CITY FOR THE PRESENT OR FUTURE USE OF ANY UTILITIES, INCLUDING BUT NOT LIMITED TO SEWER, GAS, WATER, ELECTRIC, TELECOMMUNICATIONS OR SIMILAR PIPELINES AND APPURTENANCES, OR DITCHES OR CANALS.

4. IF THE VACATION ORDINANCE IS ADOPTED, THE APPLICANT SHALL PAY THE RESPECTIVE COUNTY'S RECORDING FEES AND THE CITY SHALL RECORD THE VACATION ORDINANCE IN THE OFFICE OF THE APPROPRIATE CLERK AND RECORDER.

(B) VACATION OF UTILITY OR OTHER EASEMENTS.

1. CITY OWNED EASEMENTS MAY BE VACATED IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE CITY MANAGER AND THE REQUIREMENTS OF THIS CODE. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE THE VACATION OF A CITY OWNED EASEMENT. VACATION OF CITY EASEMENTS, EXCEPT PUBLIC ACCESS EASEMENTS, MAY OCCUR:

(A) THROUGH THE CITY'S SUBDIVISION OR PLATTING PROCESS; OR

(B) BY APPROVAL OF THE CITY MANAGER OR THE CITY COUNCIL. THE CITY MANAGER MAY APPROVE EASEMENT VACATION REQUESTS WHERE THE VACATION IS NO MORE THAN TWO ACRES IN SIZE. ALL OTHER VACATION REQUESTS SHALL BE SUBJECT TO CITY COUNCIL APPROVAL BY MOTION.

2. ANY LANDOWNER REQUESTING VACATION OF A CITY-OWNED EASEMENT BURDENING THE OWNER'S PROPERTY SHALL:

(A) FILE A WRITTEN VACATION REQUEST ON A FORM PROVIDED BY THE CITY ENGINEER AND PAY THE REQUIRED APPLICATION FEE;

(B) INCLUDE A LEGAL DESCRIPTION OF THE EASEMENT TO BE VACATED, PREPARED BY A LAND SURVEYOR CERTIFIED BY THE STATE OF COLORADO, UNLESS THE VACATION WILL OCCUR THROUGH THE SUBDIVISION OR PLATTING PROCESS;

(C) INCLUDE ALL RELEVANT DOCUMENTS PERTAINING TO THE ORIGINAL DEDICATION; AND

(D) INCLUDE A WRITTEN STATEMENT EXPLAINING WHY THE EASEMENT IS NO LONGER NEEDED FOR THE PURPOSE FOR WHICH IT WAS ORIGINALLY REQUIRED.

3. PRIOR TO APPROVING OR RECOMMENDING APPROVAL OF ANY PROPOSED EASEMENT VACATION TO THE CITY MANAGER OR CITY COUNCIL, AS APPROPRIATE, THE CITY ENGINEER SHALL:

(A) NOTIFY ALL CITY DEPARTMENTS AND SUCH PUBLIC AGENCIES AND UTILITIES THAT STAFF MAY REASONABLY DETERMINE TO HAVE A LEGAL INTEREST IN THE VACATION REQUEST;

(B) MAKE A REASONABLE EFFORT TO OBTAIN INPUT FROM ADJOINING PROPERTY OWNERS AND OTHER MEMBERS OF THE PUBLIC AS MAY BE DEEMED NECESSARY TO DETERMINE IF ANY PRESENT OR FUTURE NEED EXISTS FOR THE EASEMENT REQUESTED FOR VACATION; AND

(C) DETERMINE THE PRESENT VALUE OF THE EASEMENT.

4. IF AN EASEMENT VACATION IS APPROVED AS PART OF THE SUBDIVISION OR PLATTING PROCESS, SUCH VACATION SHALL BE CALLED OUT IN A SEPARATE STATEMENT AND THE VACATED AREA SHALL BE DELINEATED CLEARLY ON THE FINAL PLAT. EXCEPT WHERE THE VACATION OCCURS THROUGH THE SUBDIVISION OR PLATTING PROCESS, THE CITY MANAGER IS AUTHORIZED TO SIGN AND DELIVER A QUIT CLAIM DEED TO THE OWNER OF THE PROPERTY BURDENED BY THE EASEMENT AFTER RECORDING THE SAME, UPON PAYMENT BY THE OWNER OF THE RECORDING FEES. IN EITHER CASE, THE CITY MANAGER IS AUTHORIZED TO DETERMINE IF THE APPROVAL OF THE EASEMENT VACATION WILL BE CONDITIONED UPON THE OWNER'S PAYMENT OF THE PRESENT VALUE OF THE EASEMENT TO THE CITY.

Section 3. Section 15-2-1, W.M.C., is AMENDED as follows:

15-2-1: METHODS OF DISPOSAL AND PROCEDURES: (3245)

(A) PERSONALTY. Obsolete, surplus or other City PERSONAL property, ~~including real estate,~~ may be traded as part of the purchase of new property, sold to the public through formal bidding procedures or public auction, donated, or disposed of, ~~in some other manner that has been approved by City Council.~~ AS FOLLOWS:

~~(B) An agreement for the~~ 1. THE trade, ~~or sale,~~ DONATION, OR DISCARDING of City PERSONAL property with an estimated value of \$5,000 or more per item shall be approved by City Council.

2. ~~All other agreements for~~ The trade or sale of City PERSONAL property WITH AN ESTIMATED VALUE LESS THAN \$5,000 PER ITEM shall be approved by the City Manager.

~~(C)~~ 3. The City Manager may authorize the donation OR DISCARDING of City PERSONAL property with an ESTIMATED value ~~of less than \$5,000 PER ITEM~~ if such property cannot be disposed of through trade or sale, or if such property is deemed to be of such nominal value that trade or sale is impractical. ~~City Council may authorize the donation of City property regardless of its value.~~

~~(D)~~ 4. When City PERSONAL property is to be sold through formal bidding procedures or public auction, a notice inviting bids or a notice of public auction shall be published at least once in an area newspaper selected for maximum impact on prospective bidders or shall be sent to three or more potential bidders at least five (5) days prior to the public auction or the deadline for receipt of bids. The notice shall include a general description of the property to be sold.

(B) REALTY. SURPLUS CITY REAL PROPERTY MAY BE TRADED AS PART OF THE PURCHASE OF NEW REAL PROPERTY, DONATED TO ANOTHER PUBLIC OR QUASI-PUBLIC ENTITY OR NON-PROFIT CORPORATION, OR SOLD IN AN OPEN MARKET TRANSACTION, OR DISPOSED OF IN ANY OTHER MANNER APPROVED BY CITY COUNCIL, AS FOLLOWS:

1. THE TRADE, SALE, OR DONATION OF CITY REAL PROPERTY WITH AN ESTIMATED VALUE OF \$5,000 OR MORE PER PARCEL SHALL BE APPROVED BY CITY COUNCIL.

2. THE TRADE, SALE, OR DONATION OF CITY REAL PROPERTY WITH AN ESTIMATED VALUE LESS THAN \$5,000 PER PARCEL MAY BE APPROVED BY THE CITY MANAGER.

3. WHEN CITY REAL PROPERTY IS TO BE SOLD IN AN OPEN MARKET TRANSACTION, A NOTICE INVITING BIDS SHALL BE PUBLISHED AT LEAST ONCE IN AN AREA NEWSPAPER SELECTED FOR MAXIMUM IMPACT ON PROSPECTIVE BIDDERS. THE NOTICE SHALL INCLUDE A GENERAL DESCRIPTION OF THE PROPERTY TO BE SOLD. ALTERNATIVELY, THE CITY MAY LIST THE PROPERTY WITH A LICENSED REAL ESTATE BROKER, SELECTED BY THE CITY MANAGER.

4. THE TERM "ESTIMATED VALUE" AS USED IN THIS SUB-SECTION SHALL MEAN A GOOD FAITH DETERMINATION BY ANY INDIVIDUAL KNOWLEDGEABLE IN THE VALUE OF REALTY COMPARABLE TO THE CITY REALTY BEING EVALUATED. THE CITY MANAGER IS AUTHORIZED TO DETERMINE IF A FORMAL "MEMBER APPRAISAL INSTITUTE" ("MAI") APPRAISAL IS REQUIRED TO ESTABLISH THE ESTIMATED VALUE.

5. NOTHING IN THIS SUBSECTION IS INTENDED TO APPLY TO THE VACATION OF CITY ROADWAYS OR EASEMENTS, AS THAT PROCESS IS SET FORTH IN SECTION 11-6-9, W.M.C.

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 23rd day of June, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



Agenda Item 10 A&B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Councillor's Bill No. 27 re Rezoning a Portion of the Arrow Motel Property from R-4 (Multi-Family Residential) to C-1 (Commercial)

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 27 on first reading rezoning a portion of the Arrow Motel property changing the designation from R-4 (Multi-Family Residential) to C-1 (Commercial). This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement

- This rezoning application is for a portion of the property located at 7101 Federal Boulevard from R-4 (Multi-Family Residential) to C-1 (Commercial). (See attached vicinity map.)
- The entire property is approximately 0.64 acres in area. The proposed rezoning would be for the westerly two lots only. The parcel along Federal Boulevard is currently zoned C-1.
- There are currently seven existing abandoned buildings on the property that were previously used as a motel. The four buildings that are located on the southern R-4 zoned parcel have lost their legal non-conforming use status to be used as a motel.
- Rezoning the R-4 parcels to C-1 would allow commercial, office and retail uses.
- The proposed C-1 rezoning complies with the City of Westminster's Comprehensive Land Use Plan that designates the property Retail Commercial.
- On July 1, 2008, this property was sold to the Adams County Housing Authority that intends to acquire additional property to the north. The Authority is proposing to build a three story mixed use (retail/office) building on the site. The Authority would relocate all of its offices to the new building. This would be a very significant upgrade to this area.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on June 24, 2008, and voted unanimously (6-0) to recommend the City Council approve the rezoning of the Arrow Motel property from R-4 (Multi-Family Residential) to C-1 (Commercial)

No one spoke in opposition to this proposal. One person spoke in favor.

Policy Issue

Should the City approve the rezoning of a portion of the Arrow Motel property from R-4 to C-1?

Alternative

Deny the rezoning of a portion of the Arrow Motel property from R-4 to C-1. This action would prohibit the use of the property for retail commercial uses and keep in place the existing conflict between the R-4 (Multi-Family Residential) zoning, the C-1 (Commercial) zoned parcel along Federal Boulevard and the Comprehensive Land Use Plan designation of Retail Commercial.

Background Information

Nature of Request

Rezoning the property from R-4 to C-1 would allow for office and retail uses or re-use of the existing motel. Currently the zoning of R-4 (Multi-Family Residential) is in conflict with the Retail Commercial designation on the Comprehensive Land Use Plan.

The property was most recently used as a motel, but once it was vacant for over a year, the R-4 zoned portions of the site lost their legal non-conforming use status.

After the Planning Commission meeting on June 24, 2008, the property was sold to the Adams County Housing Authority (July 1, 2008). The new property owners will present the rezoning request to City Council.

Location

The site is located at 7101 Federal Boulevard. (Please see attached vicinity map).

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 July 3, 2008.
- **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 June 25, 2008.
- **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 July 3, 2008.

Applicant/Property Owner as of July 1, 2008

Kimball Crangle
Adams County Housing Authority
7190 Colorado Boulevard
Commerce City, Colorado 80022

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	CLUP Designation	Use
North: Federal View Subdivision	PUD	Retail Commercial	Office/Commercial
West: Federal View Subdivision	R-4	Multi-Family Residential	Multi-Family Residential
East Across Federal Boulevard: Northgate	M-1	Retail Commercial	Vacant
South: Federal View Subdivision	PUD	Industrial	Light Industrial

Neighborhood Meeting and Public Comments

A neighborhood meeting was held on May 15, 2008. Three surrounding property owners were in attendance. One person was curious as to whether there was some interest for retail/office development on the property. No one voiced a negative reaction to the rezoning.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Zoning Ordinance
- Zoning Map (Exhibit A)
- Criteria and Standards for Land Use Applications

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **27**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING OF A PORTION OF THE ARROW MOTEL PROPERTY, A .67 ACRE PARCEL LOCATED AT 7101 FEDERAL BLVD, ADAMS COUNTY, COLORADO FROM R-4 (MULTI-FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL)

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the rezoning of the properties generally located at 7101 Federal Blvd, as described below, incorporated herein by reference, from the R-4 (Multi-Family Residential) zone to a C-1 (Commercial) zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.
- b. That the notice requirements of W.M.C. §11-5-13 have been met.
- c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on June 24, 2008 and has recommended approval of the requested amendments.
- d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. § 11-5-3(A).
- e. That based on the evidence produced at the public hearing, a rezoning to the proposed C-1 (Commercial) zoning complies with all requirements of City Code, including, but not limited to, the provisions of W.M.C. §11-4-3, requiring compliance with the Comprehensive Land Use Plan, and the criteria of W.M.C. §11-5-3(A).

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the properties described as:

Lots 47 and 48 of the Federalview Subdivision, located in the NW ¼ of Section 5, Township 3 South, Range 68 West of the 6th P.M., City of Westminster, County of Adams, State of Colorado, from the R-4 (Multi-Family Residential) zoning district to the C-1 (Commercial) zoning district, as depicted on Exhibit A, attached hereto.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

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

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

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

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

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

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

Official Development Plan (ODP) Application

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

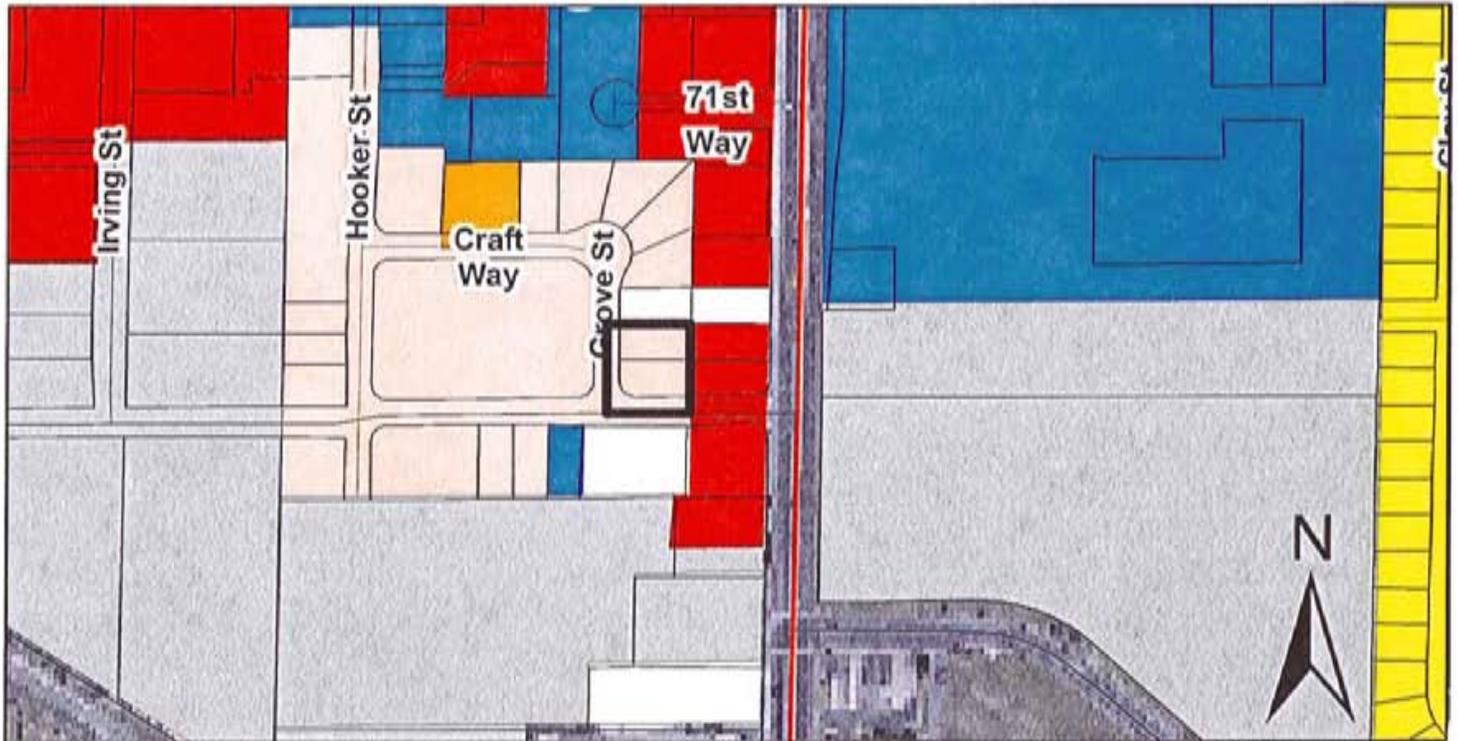
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For 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.

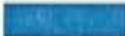
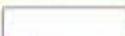
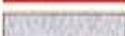
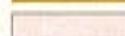
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence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

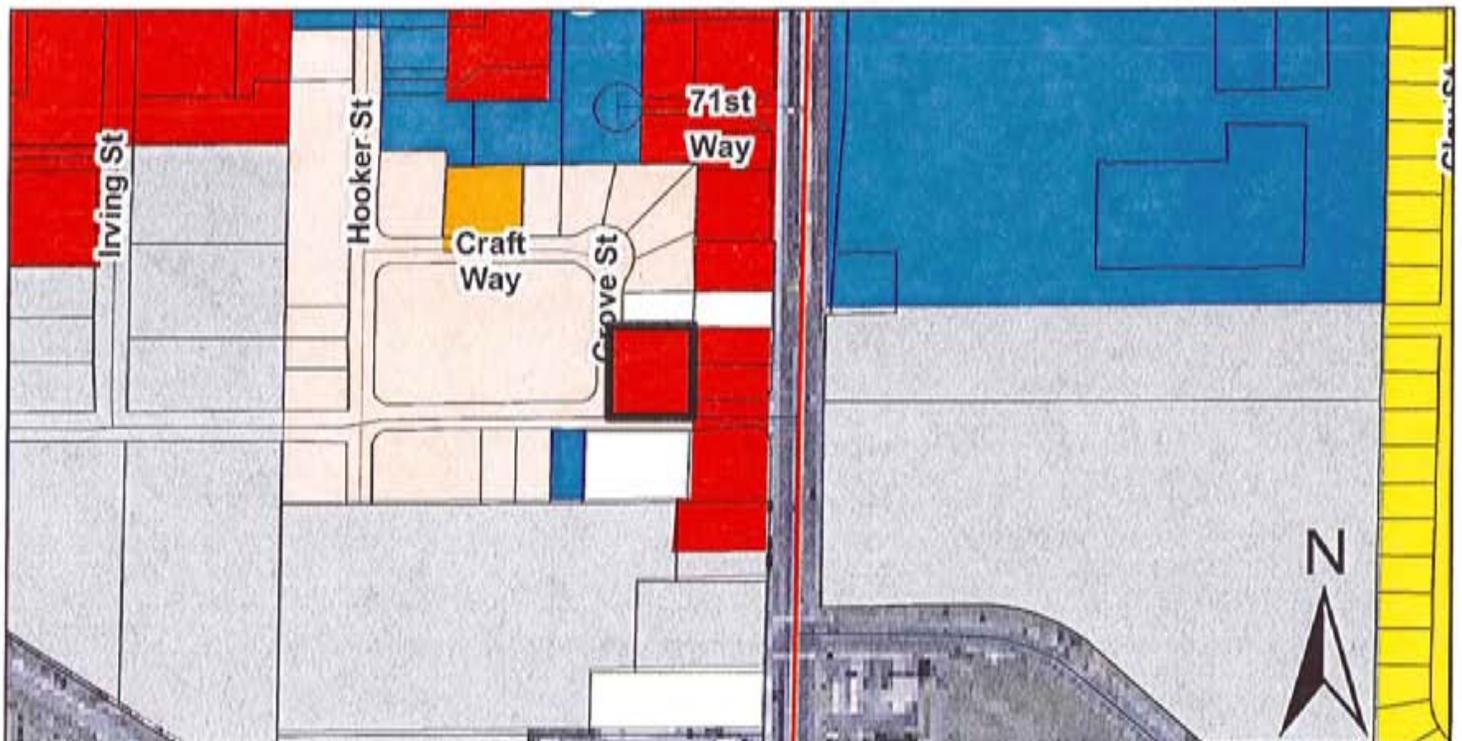
(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

Arrow Motel Zoning Map: Change from R-4 to C-1



Legend

	B-1		O-1		R-1		R-5		T-1
	C-1		PUD		R-2		R-A		
	M-1		R-3		R-4		R-E		



Arrow Motel Vicinity Map





WESTMINSTER
COLORADO

Agenda Item 10 C

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Councillor's Bill No. 28 re Cost Recovery for the 144th Avenue and I-25 Interchange

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Pass Councillors Bill No. 28 establishing recovery payments owed to the City for costs incurred in constructing improvements to the 144th Avenue and I-25 Interchange.

Summary Statement

- The improvements to the 144th Avenue and I-25 Interchange were completed in 2007. The cost of the project totaled \$12,840,143 for the portion of the project in Westminster's jurisdiction only. Westminster Municipal Code allows the City's recovery of portions of these costs from the developers of adjoining benefited properties. The portion of the project costs in Thornton's jurisdiction, \$14,612,899, is being recovered from Thornton under the terms of a separate intergovernmental agreement.
- Westminster's costs of the project were categorized and evaluated according to guidelines in the Municipal Code to determine the level of assessment of those costs to properties that benefit from them. Generally, improvements that would normally be installed by the adjacent developer as a condition of development were included as was a portion of the interchange costs. The total Westminster cost was then apportioned between the City and the properties on either side of 144th Avenue. The owners of the property to the north, The Orchard at Westminster, have already fulfilled their obligation regarding this recovery. The recovery specifically impacts the property at the southwest corner of the interchange.
- The attached Councillor's Bill lists the qualifying costs and establishes the cost recovery mechanism for assessing those costs totaling \$4,922,000 to the owner of the property at the southwest corner of 144th Avenue and I-25, which includes the developer's obligation for \$1,128,395 of the cost of right-of-way for the project.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City Council establish a cost recovery for the 144th Avenue and I-25 Interchange project and assess the owners of the property located at the southwest corner of the interchange?

Alternative

City Council could elect to waive the collection of all or a portion of the assessment. This alternative is not recommended since these assessments are equivalent to those a developer would normally bear in developing a property along an arterial street and highway.

Background Information

The 144th Avenue and I-25 Interchange was opened to traffic in August 2006 and fully completed in the summer of 2007. The aggregate cost of the interchange construction is \$29 million and includes costs of engineering, right-of-way acquisition, utility relocation, landscaping and construction. The Municipal Code provides authority for the City to recover portions of the project costs from developers of properties that adjoin the project. The City is responsible for the remaining costs. The apportionment and assessment of these costs to developers of adjacent properties has its basis in the code requirements for such developers to provide the infrastructure reasonably necessary to support their development.

The attached Councillor's Bill will formally establish the recoverable costs that will be owed to the City by the owner of the property at the southwest corner of the interchange. This recovery will be collected at the time this property gains approval of a final plat.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Councillor's Bill
Recovery Exhibit "A"
Recovery Exhibit "B"

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **28**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED
PROJECT: 144TH AVENUE AND I-25 INTERCHANGE PROJECT**

WHEREAS, Westminster Municipal Code § 11-6-7(B)(1) provides that the City shall have the authority to allocate and recover the costs of construction of public improvements or facilities from property owners based on the benefit of such improvement, facility, or service to said owners; and

WHEREAS, Westminster Municipal Code § 11-6-7(B)(3) provides that the City Council shall provide by ordinance for the recovery of appropriate costs for public improvements, facilities, or services constructed by the City, and that said ordinance shall establish the nature and extent of the recoveries due to the City, and that such ordinance may include provisions for simple interest payable to the City; and

WHEREAS, Westminster Municipal Code § 11-6-7(E)(2)(a) provides that any ordinance establishing cost recovery obligations for City-constructed improvements shall include a list of properties to be charged with cost recovery for said improvements, that said ordinance shall be recorded in the real estate records of the counties in which the properties to be charged with cost recoveries are located and, if available, shall include a final statement of construction costs for the improvements subject to recovery or, otherwise, an estimate of construction costs for the improvements to be constructed until a final statement of construction costs for the improvements may be determined and recorded following the completion of the improvements; and

WHEREAS, the City completed the installation of roadway, utility and landscape improvements along the general alignment of the 144th Avenue and I-25 Interchange; and

WHEREAS, the City, through this ordinance, now wishes to establish a cost assessment recoverable from benefiting properties.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance includes costs associated with the planning, design, right-of-way acquisition and construction of improvements to the 144th and I-25 interchange listed and summarized in Exhibit A, attached hereto and incorporated herein by this reference, and those costs (the "Recoverable Costs") will be assessed at \$4,922,000 for the parcel at the southwest corner of the 144th Avenue and I-25 interchange.

Section 2. The property (the "Assessed Property") described in Exhibit B, attached hereto and incorporated herein by this reference, is hereby assessed the Recoverable Cost noted in Exhibit A. The Recoverable Costs shall be due and payable in accordance with the provisions of W.M.C. § 11-6-7, as the same may be amended.

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

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

Section 5. The City Clerk shall cause a copy of this ordinance to be recorded in the real estate records of Adams County immediately following its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 14th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 28th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

EXHIBIT "A"

Recoverable Costs for 144th and I-25 Interchange Project
 Cost Apportionment Summary
 June 2008

Project Expense	Cost	Applicable Share (west side of I-25 costs only)	Remarks
Final Design Engineering	\$974,056	\$487,028	Contract and amendments with FHU
Right-of-Way costs	\$1,128,395	\$1,128,395	All costs to parcel at SW corner of interchange only
Road Construction Costs	\$19,536,857	\$8,913,391	See roadway construction costs below
Landscape Construction Costs	\$958,233	\$	See landscape construction costs below
Utility relocations and undergrounding	\$292,966	\$292,966	Both sides 144th Ave. and w. side interchang. ramps
Street lighting	\$659,541	\$659,541	Both sides 144th Ave. and w. side interchang. ramps
Construction Engineering	\$1,485,022	\$742,511	Contract and amendments with FHU
City water tap fee	\$132,209	\$132,209	
Total Cost not including ROW	\$24,038,884	\$11,711,748	
Total cost divided by 3, not including ROW		\$3,903,916	
Adjustment to ROW cost		(\$110,311)	
Total assessment to the property at the SW corner of the interchange, the "Recoverable Cost"		\$4,922,000	
Total project length		898.6 feet along 144th Ave. and 2,646.8 feet along the interchange ramp	
Cost per foot (full width)		3,545.40	Total assesment divided by the project length

EXHIBIT "A"

144TH AVENUE AND I-25 INTERCHANGE
PAYMENT SUMMARY OF ROADWAY AND LANDSCAPE CONSTRUCTION COSTS

ROADWAY COSTS

Item No.	Item Code	Item Description	Unit	Unit Price	Qty	Amount
1	201	Clearing and Grubbing	LS	\$11,000.00	1	\$11,000.00
2	202	Removal of Structure and Obstructions (Westminster)	LS	\$16,000.00	1	\$16,000.00
3	202	Removal of Structure and Obstructions (Interchange)	LS	\$5,200.00	1	\$5,200.00
4	202	Removal of Structure and Obstructions (Thornton)	LS	\$5,200.00	1	\$5,200.00
5	202	Removal of Fire Hydrant	EA	\$2,000.00	1	\$2,000.00
6	202	Removal of Asphalt Mat	SY	\$1.55	44,840	\$69,502.00
7	202	Removal of Asphalt Mat (Planning)	SY	\$5.00	1,128	\$5,640.00
8	202	Removal of Bridge	LS	\$100,000.00	1	\$100,000.00
9	202	Removal of Traffic Signal Equipment	LS	\$20,000.00	1	\$20,000.00
10	202	Removal of Guardrail Type 3	LF	\$2.50	310	\$775.00
11	202	Removal of Guardrail Type 4	LF	\$10.00	1,213	\$12,130.00
12	202	Removal of End Anchorage	EA	\$180.00	2	\$360.00
13	202	Plug Culvert	EA	\$3,200.00	-	\$-
14	203	Embankment Material (Complete in Place)	CY	\$5.70	522,124	\$2,976,106.80
15	203	Dozing	HR	\$130.00	18.8	\$2,437.50
16	203	Potholing	HR	\$150.00	142	\$21,262.50
17	206	Structure Excavation	CY	\$3.75	16,145	\$60,543.75
18	206	Structure Backfill (Flow-Fill)	CY	\$90.00	199.2	\$17,928.00
19	206	Structure Backfill (Class 1)	CY	\$21.00	20,836.00	\$437,556.00
20	206	Structure Backfill (Class 2)	CY	\$13.00	575	\$7,475.00
21	206	Mechanical Reinforcement of Soil	CY	\$32.00	2,614.00	\$83,648.00
22	206	Filter Material (Class B)	CY	\$37.00	4,200	\$155,400.00
23	206	Shoring (Area 1)	LS	\$54,000.00	1	\$54,000.00
24	206	Shoring (Area 2)	LS	\$54,000.00	1	\$54,000.00
25	206	Shoring (Area 3)	LS	\$42,000.00	1	\$42,000.00
26	206	Shoring (Area 4)	LS	\$28,000.00	1	\$28,000.00
27	208	Silt Fence	LF	\$1.80	18,742	\$33,735.60
28	208	Concrete Washout Structure	EA	\$725.00	8	\$5,800.00

29	208	Storm Drain Inlet Protection	EA	\$225.00	34	\$7,650.00
30	208	Stabilized Construction Entrance	EA	\$1,275.00	9	\$11,475.00
31	208	Erosion Control Supervisor	LS	\$2,900.00	0.9	\$2,610.00
32	210	Reset Structure (Adams 12 Entry Sign)	EA	\$5,200.00	1	\$5,200.00
33	210	Reset Mailbox Structure	EA	\$525.00	1	\$525.00
34	210	Reset Fire Hydrant	EA	\$1,450.00	1	\$1,450.00
35	210	Reset Air Vent (Water)	EA	\$1,200.00	1	\$1,200.00
36	210	Reset Ground Sign	EA	\$275.00	5	\$1,375.00
37	210	Reset Sign Panel	EA	\$155.00	4	\$620.00
38	210	Reset Fire Preemption Unit and Timer	EA	\$575.00	5	\$2,875.00
39	210	Reset Intersection Detection System (Camera)	EA	\$750.00	10	\$7,500.00
40	210	Reset Gate	EA	\$215.00	1	\$215.00
41	210	Reset Guardrail Type 3	LF	\$10.50	237.5	\$2,493.75
42	210	Adjust Manhole (Water)	EA	\$525.00	4	\$2,100.00
43	210	Modify Manhole	EA	\$2,050.00	3	\$6,150.00
44	210	Adjust Valve Box (Water)	EA	\$250.00	13	\$3,250.00
45	211	Dewatering	LS	\$14,000.00	1	\$14,000.00
46	212	Seeding (Native)	AC	\$575.00	33.45	\$19,233.75
47	213	Mulching (Weed Free)	AC	\$925.00	44.45	\$27,781.25
48	216	Soil Retention Blanket (Straw/Coconut)	SY	\$1.25	-	\$-
49	216	Soil Retention Blanket (Special)	SY	\$4.50	-	\$-
50	216	Boulder Edge	LF	\$21.00	1,673.00	\$35,133.00
51	250	Environmental Health and Safety Management	LS	\$10,500.00	1	\$10,500.00
52	304	Aggregate Base Course (Class 6)	TON	\$22.00	857.7	\$18,869.40
53	403	Hot Bituminous Pavement (Patching)(Asphalt)	TON	\$92.00	614.21	\$56,507.32
54	403	Hot Bituminous Pavement (Grading SX)(A)(100)(PG 76-28)	TON	\$48.00	10,420.36	\$500,177.28
55	403	Hot Bituminous Pavement (Grading S)(A)(100)(PG 64-22)	TON	\$43.00	53,420.35	\$2,297,075.05
56	411	Emulsified Asphalt (Slow-Setting)	GAL	\$1.25	15,833	\$19,791.25
57	412	Concrete Pavement (10 Inch)	SY	\$80.00	280	\$15,600.00
58	420	Geotextile (Erosion Control)(Class A)	SY	\$2.25	748	\$1,683.00
59	502	Pile Tip	EA	\$70.00	386	\$27,020.00
60	502	Steel Piling (HP 12x74)	LF	\$38.00	18,116	\$688,408.00
61	503	Drilled Caisson (36 Inch)	LF	\$115.00	1,317	\$151,455.00
62	503	Drilled Caisson (42 Inch)	LF	\$225.00	54	\$12,150.00
63	503	Drilled Caisson (48 Inch)	LF	\$275.00	21	\$5,775.00
64	503	Drilled Caisson (60 Inch)	LF	\$325.00	370	\$120,087.50
65	505	Sign Wall (Westminster)	LS	\$33,000.00	1	\$33,000.00

66	505	Sign Wall (Thomton)	LS	\$38,000.00	1	\$38,000.00
67	506	Riprap (6 Inch)	CY	\$57.00	182	\$10,374.00
68	506	Riprap (9 Inch)	CY	\$57.00	104	\$5,928.00
69	506	Riprap (12 Inch)	CY	\$80.00	277	\$22,160.00
70	507	Concrete Slope and Ditch Paving (Reinforced)	CY	\$350.00	133	\$46,550.00
71	509	Architectural Steel Truss	LS	\$130,000.00	1	\$130,000.00
72	511	Corner Monument Light Sculpture	EA	\$15,000.00	4	\$60,000.00
73	511	Pier Light Sculpture	EA	\$9,000.00	2	\$18,000.00
74	513	Bridge Drain	EA	\$5,000.00	2	\$10,000.00
75	514	Pipe Railing	LF	\$72.00	98	\$7,056.00
76	514	Pedestrian Fence	LF	\$200.00	1,487	\$297,400.00
77	515	Waterproofing (Membrane)	SY	\$7.00	3,524	\$24,668.00
78	517	Waterproofing (Asphalt)	SY	\$35.00	651.9	\$22,816.50
79	518	Bridge Expansion Device (0-4 Inch)	LF	\$150.00	264	\$39,600.00
80	519	Native Stone Veneer (2 Inch)	SF	\$30.00	164	\$4,920.00
81	519	Native Stone Veneer (4 Inch)	SF	\$27.00	21,146	\$570,942.00
82	601	Concrete Class B	CY	\$700.00	15	\$10,500.00
83	601	Concrete Class D (Box Culvert)	CY	\$330.00	637	\$210,210.00
84	601	Concrete Class D (Bridge)	CY	\$300.00	4,065	\$1,219,500.00
85	601	Concrete Class D (Well)	CY	\$300.00	2,663	\$798,900.00
86	601	Structural Concrete Coating	SY	\$4.75	7,458	\$35,425.50
87	601	Concrete Sealer	SY	\$5.00	755	\$3,775.00
88	602	Reinforcing Steel	LB	\$0.72	713,273	\$513,556.56
89	602	Reinforcing Steel (Epoxy Coated)	LB	\$0.85	419,938	\$356,947.30
90	603	18 Inch Reinforced Concrete Pipe	LF	\$34.00	2,553	\$86,802.00
91	603	24 Inch Reinforced Concrete Pipe	LF	\$40.00	2,077	\$83,080.00
92	603	30 Inch Reinforced Concrete Pipe	LF	\$69.00	552	\$38,088.00
93	603	36 Inch Reinforced Concrete Pipe	LF	\$97.00	352	\$34,144.00
94	603	54 Inch Reinforced Concrete Pipe	LF	\$145.00	783	\$113,535.00
95	603	60 Inch Reinforced Concrete Pipe	LF	\$138.00	2,021	\$278,896.00
96	603	66 Inch Reinforced Concrete Pipe	LF	\$175.00	785	\$137,375.00
97	603	23 x 14 Inch Reinforced Concrete Pipe Elliptical	LF	\$60.00	361	\$21,660.00
98	603	30 x 19 Inch Reinforced Concrete Pipe Elliptical	LF	\$65.00	423	\$27,495.00
99	603	18 Inch Reinforced Concrete End Section	EA	\$625.00	4	\$2,500.00
100	603	24 Inch Reinforced Concrete End Section	EA	\$700.00	4	\$2,800.00
101	603	30 Inch Reinforced Concrete End Section	EA	\$800.00	1	\$800.00
102	603	66 Inch Reinforced Concrete End Section	EA	\$1,800.00	1	\$1,800.00

103	603	54	Inch Reinforced Concrete Pipe (Jacked)	LF	\$530.00	233	\$123,490.00
104	603	23 x 14	Inch Reinforced Concrete End Section Elliptical	EA	\$315.00	3	\$945.00
105	603	30 x 19	Inch Reinforced Concrete End Section Elliptical	EA	\$315.00	2	\$630.00
106	603	22	Inch Welded Steel Pipe (Sanitary)	LF	\$165.00	246	\$40,590.00
107	603	24	Inch Steel Pipe	LF	\$152.00	52	\$7,904.00
108	603	24	Inch Steel End Section	EA	\$185.00	2	\$370.00
109	603	3	Inch Plastic Pipe (Irrigation Sleeve)	LF	\$11.00	1,073	\$11,803.00
110	603	6	Inch Plastic Pipe (Irrigation Sleeve)	LF	\$13.00	1,373	\$17,849.00
111	603	12	Inch Plastic Pipe (Bridge Drainage)	LF	\$70.00	96	\$6,720.00
112	603	12	Inch Plastic Pipe (SDR 35)(Sanitary)	LF	\$54.00	1,766	\$95,364.00
113	603	12	Inch Plastic Pipe (C900)(Sanitary)	LF	\$33.00	329	\$10,857.00
114	603	12	Inch Cap	EA	\$170.00	4	\$680.00
115	603	15	Inch Plastic Pipe (SDR 35)(Sanitary)	LF	\$55.00	1,241	\$68,255.00
116	604		Inlet Type C (5 Foot)	EA	\$1,700.00	13	\$22,100.00
117	604		Inlet Type C (10 Foot)	EA	\$2,300.00	2	\$4,600.00
118	604		Inlet Type C (Special)	EA	\$9,500.00	1	\$9,500.00
119	604		Inlet Type D (5 Foot)	EA	\$3,500.00	1	\$3,500.00
120	604		Inlet Type D (10 Foot)	EA	\$3,900.00	1	\$3,900.00
121	604		Inlet Type 16 Single (5 Foot)	EA	\$1,700.00	1	\$1,700.00
122	604		Inlet Type R L5 (5 Foot)	EA	\$2,100.00	9	\$18,900.00
123	604		Inlet Type R L10 (5 Foot)	EA	\$3,200.00	11	\$35,200.00
124	604		Inlet Type R L10 (10 Foot)	EA	\$4,500.00	7	\$31,500.00
125	604		Inlet Type R L10 (15 Foot)	EA	\$5,900.00	1	\$5,900.00
126	604		Inlet Type R L10 (20 Foot)	EA	\$8,500.00	1	\$8,500.00
127	604		Inlet Type R L15 (5 Foot)	EA	\$4,100.00	1	\$4,100.00
128	604		Inlet Type R L15 (10 Foot)	EA	\$5,200.00	1	\$5,200.00
129	604		Manhole Slab Base (5 Foot)	EA	\$3,100.00	3	\$9,300.00
130	604		Manhole Slab Base (10 Foot)	EA	\$4,100.00	10	\$41,000.00
131	604		Manhole Slab Base (15 Foot)	EA	\$5,000.00	6	\$30,000.00
132	604		Manhole Slab Base (20 Foot)	EA	\$6,900.00	3	\$20,700.00
133	604		Manhole Slab Base (25 Foot)	EA	\$11,500.00	1	\$11,500.00
134	604		Manhole Slab Base (15 Foot)(Special)(Sanitary)	EA	\$6,500.00	2	\$13,000.00
135	604		Manhole Slab Base (25 Foot)(Special)(Sanitary)	EA	\$16,500.00	1	\$16,500.00
136	604		Manhole Box Base (10 Foot)	EA	\$7,300.00	1	\$7,300.00
137	604		Manhole Box Base (15 Foot)	EA	\$9,200.00	8	\$73,600.00
138	604		Manhole Box Base (20 Foot)	EA	\$11,000.00	4	\$44,000.00
139	605	4	Inch Perforated Pipe Underdrain	LF	\$13.00	744	\$9,672.00

140	605	Geocomposite Drain with Pipe	SY	\$15.00	1,931	\$28,965.00
141	606	Guardrail Type 3 (6'-3" Post Spacing)	LF	\$15.00	1,800	\$27,000.00
142	606	Guardrail Type 7 (Special)	LF	\$120.00	134	\$16,080.00
143	606	Guardrail Type 7 (Style CA)	LF	\$80.00	963	\$48,150.00
144	606	End Anchorage Type 3D	EA	\$730.00	8	\$5,840.00
145	606	End Anchorage (Slotted Rail Terminal)	EA	\$1,400.00	8	\$11,200.00
146	606	Bridge Rail Type 7 (Special)	LF	\$110.00	624	\$68,640.00
147	606	Bridge Rail (Special)	LF	\$65.00	745	\$48,450.00
148	606	Pedestrian Rail	LF	\$55.00	616	\$33,880.00
149	607	Fence Barbed Wire With Treated Wooden Posts	LF	\$2.25	2,318	\$5,215.50
150	607	Fence Combination Wire With Metal Posts	LF	\$2.50	7,661	\$19,152.50
151	607	Fence (Temporary)	LF	\$2.50	208	\$520.00
152	608	Concrete Sidewalk (6 Inch)	SY	\$29.00	7,119	\$206,451.00
153	608	Concrete Curb Ramp	SY	\$100.00	379	\$37,900.00
154	609	Curb and Gutter Type 2 (Section I-B)	LF	\$9.50	6,549	\$62,215.50
155	609	Curb and Gutter Type 2 (Section II-B)	LF	\$11.00	9,601	\$105,611.00
156	610	Median Edging (Patterned Concrete)	LF	\$23.00	4,794	\$110,262.00
157	610	Median Cover Material (Patterned Concrete)	SF	\$6.50	13,410	\$87,165.00
158	612	Delineator (Type I)	EA	\$21.00	76	\$1,596.00
159	612	Delineator (Type II)	EA	\$23.00	58	\$1,334.00
160	612	Delineator (Type III)	EA	\$25.00	1	\$25.00
161	613	1 Inch Electrical Conduit	LF	\$6.50	100	\$650.00
162	613	2 Inch Electrical Conduit	LF	\$10.00	1,470	\$14,700.00
163	613	1 Inch Electrical Conduit (Plastic)	LF	\$6.00	2,490.00	\$14,940.00
164	613	2 Inch Electrical Conduit (Plastic)	LF	\$6.00	8,235	\$49,410.00
165	613	3 Inch Electrical Conduit (Plastic)	LF	\$10.00	4,634	\$46,340.00
166	613	Wiring	LS	\$10,000.00	1	\$10,000.00
167	613	Compact Fluorescent Floodlight (42 Watt)	EA	\$650.00	28	\$18,200.00
168	613	Luminaire 200 Watt (Cobra Head)	EA	\$1,600.00	-	\$-
169	613	Pendant Luminaire	EA	\$1,300.00	2	\$2,600.00
170	613	GFCI Receptacle	EA	\$100.00	21	\$2,100.00
171	613	Metered Service Panel	EA	\$6,400.00	2	\$12,800.00
172	614	Sign Panel (Class I)	SF	\$17.00	518	\$8,806.00
173	614	Sign Panel (Class II)	SF	\$21.00	435	\$9,135.00
174	614	Sign Panel (Class III)	SF	\$23.00	639	\$14,697.00
175	614	Steel Sign Post (1.75x1.75 Inch Tubing)	LF	\$21.00	290	\$6,090.00
176	614	Steel Sign Post (2x2 Inch Tubing)	LF	\$21.00	67	\$1,407.00

177	614	Steel Sign Post (2 Inch Round)(Post and Socket)	EA	\$175.00	3	\$525.00
178	614	Steel Sign Post (2.5 Inch Round)(Post and Slipbase)	EA	\$380.00	39	\$14,820.00
179	614	Illuminated Sign	EA	\$3,000.00	8	\$24,000.00
180	614	Cantilever Structure (25 to less than 30 Foot)	EA	\$20,000.00	3	\$60,000.00
181	614	Cantilever Structure (35 to less than 40 Foot)	EA	\$29,000.00	1	\$29,000.00
182	614	Pedestrian Signal Face (16)(Countdown Type)	EA	\$555.00	28	\$15,540.00
183	614	Traffic Signal Face (12-12-12)	EA	\$855.00	27	\$23,065.00
184	614	Traffic Signal Face (12-12-12) (LED)	EA	\$855.00	68	\$58,140.00
185	614	Traffic Signal Face (12-12-12-12-12)	EA	\$1,250.00	4	\$5,000.00
186	614	Traffic Signal Controller Cabinet (NEMA P TS2 Type 1)	EA	\$18,000.00	3	\$54,000.00
187	614	Traffic Signal Controller Cabinet (Model 333SD)	EA	\$17,000.00	1	\$17,000.00
188	614	Pedestrian Push Button Station	EA	\$170.00	28	\$4,760.00
189	614	Fire Preemption Unit and Timer	EA	\$1,500.00	6	\$9,000.00
190	614	Intersection Detection System (Camera)	EA	\$6,800.00	14	\$95,200.00
191	614	Traffic Signal-Light Pole Steel (1 Mast Arm)	EA	\$19,700.00	14	\$275,800.00
192	614	Traffic Signal Pedestal Pole Steel	EA	\$1,100.00	6	\$6,600.00
193	614	Traffic Signal Span Wire Pole (12 Inch)	EA	\$4,100.00	12	\$49,200.00
194	614	Traffic Signal Controller (NEMA/ASC/2S-2100)	EA	\$3,300.00	2	\$6,600.00
195	614	Traffic Signal Controller (NEMA/ASC 125-2100)	EA	\$3,300.00	1	\$3,300.00
196	614	Traffic Signal Controller (8 Phase)(170E)	EA	\$2,200.00	1	\$2,200.00
197	614	Test Fiber Optic Cable	LS	\$2,200.00	1	\$2,200.00
198	614	Fiber Optic Cable (Single Mode)(12 Strand)	LF	\$1.25	4,400	\$5,500.00
199	614	Fiber Optic Pull Box	EA	\$880.00	8	\$7,040.00
200	614	System Termination	LS	\$6,200.00	-	\$-
201	614	Terminate Fiber Optic Cable (12 Strand)	EA	\$440.00	5	\$2,200.00
202	615	12 Inch Slide Headgate (5 Foot Frame)	EA	\$1,950.00	-	\$-
203	615	Headgate (Special)	EA	\$1,950.00	1	\$1,950.00
204	617	Detour Culvert Pipe	LS	\$10,500.00	1	\$10,500.00
205	618	Prestressed Concrete I (BT72)	LF	\$165.00	4,288	\$707,520.00
206	619	28 Inch Welded Steel Pipe (Water)	LF	\$240.00	40	\$9,600.00
207	619	6 Inch Plastic Pipe (Water)	LF	\$36.00	420	\$15,960.00
208	619	16 Inch Plastic Pipe (Water)	LF	\$100.00	1,155	\$115,500.00
209	619	2 Inch Blow-Off	EA	\$2,200.00	7	\$15,400.00
210	619	6 Inch Blow-Off and Vault	EA	\$6,100.00	1	\$6,100.00
211	619	16 Inch Combination Air Release Valve with Vault	EA	\$11,000.00	1	\$11,000.00
212	619	6 Inch Gate Valve	EA	\$1,100.00	5	\$5,500.00
213	619	16 Inch Butterfly Valve (Direct Bury)	EA	\$5,800.00	7	\$40,600.00

214	619	6 Inch Fire Hydrant Assembly	EA	\$4,900.00	3	\$14,700.00
215	619	16 Inch - 45 Degree Bend	EA	\$2,100.00	8	\$16,800.00
216	619	16 Inch Cap	EA	\$1,300.00	6	\$7,800.00
217	619	6 Inch x 3 Inch Reducer	EA	\$275.00	1	\$275.00
218	619	1 1/2 Inch Tapping Sleeve (16 Inch Main)	EA	\$2,300.00	1	\$2,300.00
219	619	6 Inch Tapping Sleeve (16 Inch Main)	EA	\$4,200.00	1	\$4,200.00
220	619	16 Inch Tapping Sleeve (16 Inch Main) (See Change Order T-1)	EA	\$16,500.00	2	\$33,000.00
221	619	6 Inch x 6 Inch Tee	EA	\$525.00	1	\$525.00
222	619	16 Inch x 6 Inch Tee	EA	\$3,300.00	4	\$13,200.00
223	619	16 Inch x 16 Inch Tee	EA	\$3,500.00	2	\$7,000.00
224	619	1 1/2 Inch Water Meter and Vault	EA	\$3,600.00	1	\$3,600.00
225	619	3 Inch Water Meter and Vault	EA	\$18,500.00	2	\$37,000.00
226	625	Construction Surveying	LS	\$145,000.00	1	\$145,000.00
227	626	Mobilization	LS	\$300,000.00	1	\$300,000.00
228	627	Thermoplastic Pavement Marking	SF	\$2.50	3,729.60	\$9,324.00
229	627	Pavement Marking Paint (Low VOC Solvent Base)	GAL	\$45.00	172.7	\$7,771.50
230	627	Preformed Plastic Pavement Marking (Inlaid)	SF	\$9.00	9,523	\$85,710.46
231	627	Preformed Plastic Pavement Marking (Type I)	SF	\$9.00	9,161	\$82,449.00
232	627	Preformed Plastic Pavement Marking (Word-Symbol)(Type II)	SF	\$15.00	1,259	\$18,887.85
233	627	Preformed Plastic Pavement Marking (Xwalk-Stop Line)(Type II)	SF	\$9.50	4,170	\$39,611.20
234	629	Survey Monument	EA	\$750.00	3	\$2,250.00
235	630	Flagging	HOURL	\$21.00	1,119.50	\$23,509.50
236	630	Uniformed Traffic Control	HOURL	\$75.00	1,063.97	\$79,797.75
237	630	Traffic Control Inspection	DAY	\$115.00	276	\$31,740.00
238	630	Traffic Control Management	DAY	\$425.00	228	\$96,900.00
239	630	Flashing Beacon (Portable)	EA	\$1,700.00	6	\$10,200.00
240	630	Barricade (Type 3 M-B)(Temporary)	EA	\$350.00	36	\$13,300.00
241	630	Construction Traffic Sign (Panel Size A)	EA	\$55.00	102	\$5,610.00
242	630	Construction Traffic Sign (Panel Size B)	EA	\$100.00	111	\$11,100.00
243	630	Construction Traffic Sign (Panel Size C)	EA	\$130.00	47	\$6,110.00
244	630	Construction Traffic Sign (Special)	SF	\$21.00	354.5	\$7,444.50
245	630	Advance Warning Flashing or Sequencing Arrow Panel (C Type)	EA	\$650.00	4	\$2,600.00
246	630	Portable Message Sign Panel	EA	\$15,000.00	2	\$30,000.00
247	630	Drum Channelizing Device	EA	\$50.00	300	\$15,000.00
248	630	Concrete Barrier (Temporary)	LF	\$30.00	18,858	\$565,740.00
249	630	Traffic Cone	EA	\$13.00	400	\$5,200.00
250	630	Mobile Pavement Marking Zone	DAY	\$525.00	-	\$-

251	630	Impact Attenuator (Temporary)	EA	\$5,600.00	10	\$56,000.00
252	630	Barricade (Type 3 F-C) (Temporary)	EA	\$1,100.00	2	\$2,200.00
253	630	Barricade (Type 3 F-D) (Temporary)	EA	\$1,600.00	3	\$4,800.00
254	631	Precast Concrete Bridge Unit (Special)	EA	\$6,500.00	86	\$572,000.00
255	631	Cast-in-Place Concrete Headwall	EA	\$22,000.00	4	\$88,000.00
256	700	F/A Water Tabs	F/A	\$275,000.00	-	\$-
257	700	F/A Utility Adjustments	F/A	\$50,000.00	-	\$-
258	700	F/A Early Completion Incentive	F/A	\$250,000.00	1	\$250,000.00
		FINAL PAY AMOUNT NOT INCLUDING CHANGE ORDERS				19,998,033.82
		CHANGE ORDERS				
		W-1 THROUGH W-13				47,665.23
		I-1 THROUGH I-15				(564,316.91)
		T-1 THROUGH T-18				55,475.00
		TOTAL ROADWAY COSTS				19,536,857.14
		TOTAL WESTMINSTER ROADWAY COSTS				\$8,913,391.00
		TOTAL THORNTON ROADWAY COSTS				10,623,466.14

LANDSCAPE COSTS

Item No.	Item Code	Item Description	Unit	Unit Price	Qty	Amount
1	203	Dozing Landscape	HR	\$90.00	50.39	\$4,535.10
2	212	Soil Import Topsoil	CY	\$12.61	0.00	\$0.00
3	212	Soil Preparation (Special)	ACRE	\$3,983.80	16.44	\$65,164.87
4	212	Metal Landscape Border	LF	\$2.40	13,461.00	\$32,306.40
5	212	Sod (Install Only)	SF	\$0.05	443,050.00	\$25,475.38
6	212	Seeding (Native)	ACRE	\$1,130.81	1.66	\$1,877.14
7	212	Wetland Seeding	ACRE	\$1,449.00	1.13	\$1,637.37
8	214	Deciduous Tree (8-19 ft. height)	EA	\$278.00	140.00	\$38,920.00
9	214	Small Deciduous Tree (8-10 ft. height)	EA	\$260.00	178.00	\$46,260.00
10	214	Evergreen Tree (8-10 ft. height)	EA	\$271.00	130.00	\$35,230.00
11	214	Ground Cover (Perennials No. 1 Container)	EA	\$11.20	4,963.00	\$55,585.60
12	214	Deciduous Shrubs (No. 5 Container)	EA	\$31.99	1,950.00	\$62,380.50
13	214	Evergreen Shrubs (No. 5 Container)	EA	\$33.85	1,130.00	\$38,250.50
14	214	Landscape Establishment	LS	\$56,285.00	1.00	\$56,285.00

15	304	Aggregate Base Course (Class 6) (Grit Zone)	CY	\$26.17	1,120.50	\$29,323.49
16	608	Trickle Channel	SF	\$4.13	15,530.00	\$64,138.90
17	623	Irrigation System (Westminster)	LS	\$33,400.00	1.00	\$33,400.00
18	623	Irrigation System (Interchange)	LS	\$131,274.00	1.00	\$131,274.00
19	623	Irrigation System (Thornton)	LS	\$55,020.00	1.00	\$55,020.00
20	623	Mobilization	LS	\$15,500.00	1.00	\$15,500.00
21	630	Traffic Control	LS	\$3,500.00	1.00	\$3,500.00
		FINAL PAY AMOUNT NOT INCLUDING CHANGE ORDERS				\$796,084.25
		CHANGE ORDERS				
		W-1 THROUGH W-3				\$24,889.67
		I-1 THROUGH I-6				\$26,853.01
		T-1 THROUGH T-6				\$2,519.63
		BIG FOOT TURF FARMS (SOD)				\$107,886.75
		TOTAL LANDSCAPE COSTS				\$958,233.31
		TOTAL WESTMINSTER LANDSCAPE COSTS				\$ 484,101.68
		TOTAL THORNTON LANDSCAPE COSTS				\$ 474,131.63

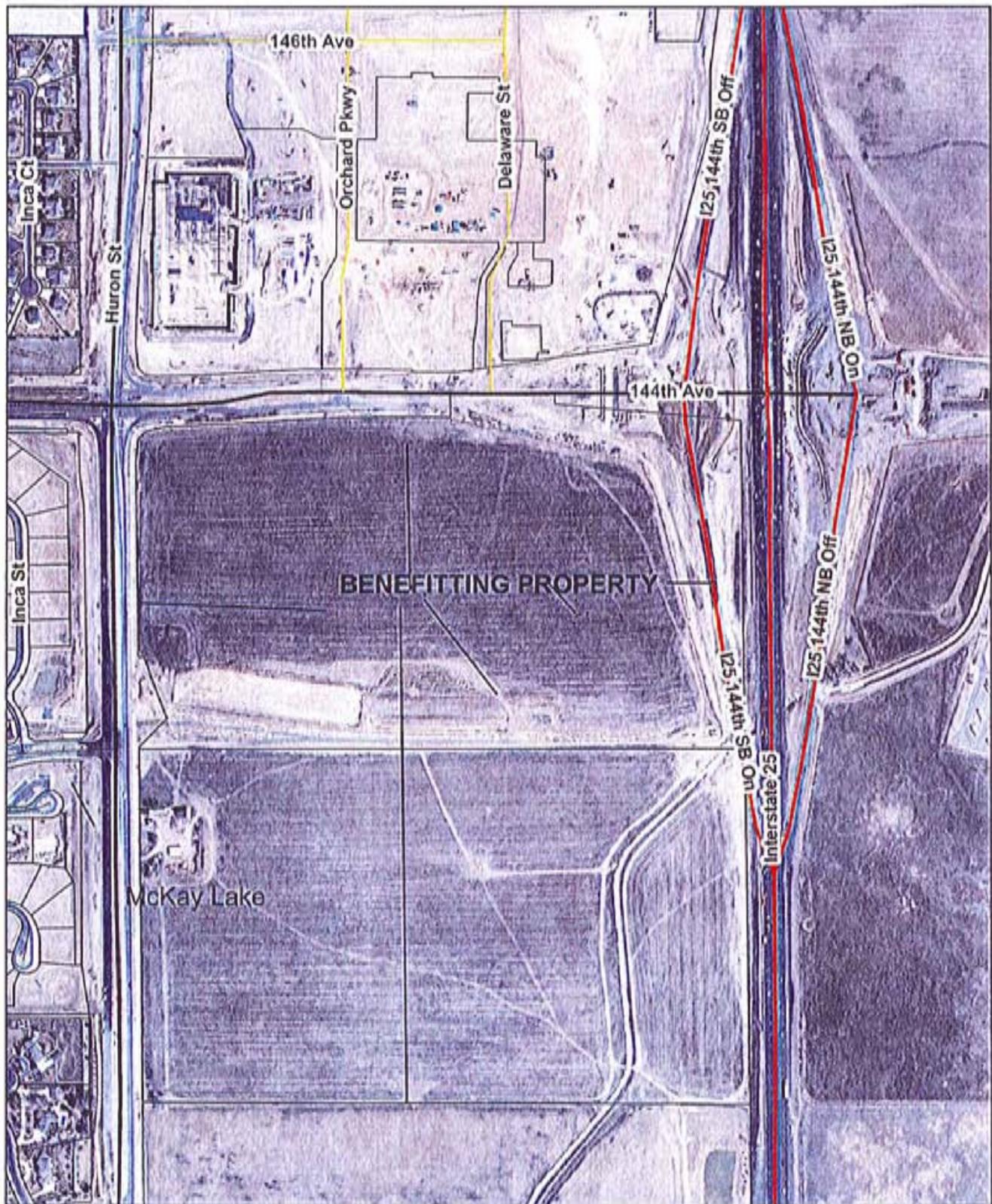


EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 1 OF 3



EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 2 OF 3

LEGAL DESCRIPTION: (NORTH PROPERTY)

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY IN DEED RECORDED MAY 16, 1910 IN BOOK 47 AT PAGE 72, AND THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED AUGUST 24, 1953 IN BOOK 473 AT PAGE 187 AND DEED RECORDED MARCH 1, 1956 IN BOOK 597 AT PAGE 367, AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF WESTMINSTER IN DEEDS RECORDED FEBRUARY 21, 2006 AT RECEPTION NO. 20060221000169780 AND RECEPTION NO. 20060221000169800, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°56'14" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 141.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°42'47" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,065.06 FEET; THENCE NORTH 05°06'35" EAST, A DISTANCE OF 85.51 FEET; THENCE NORTH 44°07'32" EAST, A DISTANCE OF 34.92 FEET; THENCE NORTH 75°29'12" EAST, A DISTANCE OF 84.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 375.85 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,726.94 FEET, A CENTRAL ANGLE OF 02°47'13", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°17'47" EAST, 375.81 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE 550.58 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,551.94 FEET, A CENTRAL ANGLE OF 04°10'38", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°59'30" EAST, 550.46 FEET; THENCE SOUTH 89° 55'11" EAST, A DISTANCE OF 41.76 FEET; THENCE SOUTH 88°55'49" EAST, A DISTANCE OF 102.08 FEET; THENCE SOUTH 79°21'01" EAST, A DISTANCE OF 354.25 FEET; THENCE SOUTH 00°04'49" WEST, A DISTANCE OF 10.15 FEET; THENCE SOUTH 79°56'39" EAST, A DISTANCE OF 390.17 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 116.12 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 10.36 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 972.82 FEET; THENCE SOUTH 45°48'46" WEST, A DISTANCE OF 56.23 FEET; THENCE NORTH 89°56'14" WEST, A DISTANCE OF 2,157.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,451,442 SQUARE FEET OR 56.277 ACRES, MORE OR LESS.

EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 3 OF 3

LEGAL DESCRIPTION: (SOUTH PROPERTY)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEPTION NO. 20050620000646750, AND EXCEPT THAT PORTION AGREED TO BE CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEPTION NO. 20041025001072230, AND EXCEPT THAT PORTION CONVEYED TO CDOT IN DOCUMENT RECORDED AS BK. 473, PAGE 187, AND EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEPTION NO. 20050620000646860, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 89°57'18" EAST, A DISTANCE OF 141.02 FEET TO A POINT ON THE EAST RIGHT OF WAY FOR HURON STREET AS DESCRIBED IN TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEPTION NO. 20050620000646750, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00°42'47" WEST, ALONG SAID RIGHT OF WAY LINE AND ALONG THE RIGHT OF WAY LINE DESCRIBED IN DOCUMENT RECORDED AS RECEPTION NO. 20041025001072230, A DISTANCE OF 1322.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°56'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2280.54 FEET TO THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187; THENCE SOUTH 00°45'07" EAST, ALONG SAID WEST RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS REC. NO. 20050620000646860, A DISTANCE OF 14.67 FEET; THENCE SOUTH 46°42'52" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 81.37 FEET; THENCE SOUTH 09°36'19" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 293.83 FEET TO THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187; THENCE SOUTH 00°45'07" EAST, ALONG THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187, A DISTANCE OF 975.27 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89°57'18" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2281.43 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE BULL CANAL AS DESCRIBED IN DOCUMENT RECORDED IN BOOK 46, PAGE 73.

SAID PARCEL CONTAINS A GROSS AREA OF 4,864,511 SQUARE FEET (65.76 ACRES), MORE OR LESS.

BASIS OF BEARINGS: ASSUMED NORTH 00°42'47" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, SAID LINE BEING MONUMENTED AT THE NORTHWEST CORNER BY A 3 1/4" ALUMINUM CAP, STAMPED L.S. 25645 AND AT THE WEST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP, STAMPED L.S. 25645



Agenda Item 10 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Resolution No. 37 re Right-of-Way Acquisition for 144th Avenue, Huron Street to Zuni Street Improvements

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Adopt Resolution No. 37 authorizing City Staff to proceed with the acquisition of rights-of-way and easements necessary for the construction of improvements to 144th Avenue between Huron Street and Zuni Street, including the use of eminent domain, if necessary; and authorize a total of \$350,000 to acquire the necessary property interests.

Summary

- The final design of the proposed improvements to 144th Avenue between Huron Street and Zuni Street will be completed in September 2008. The reconstruction of the street is expected to be underway in the fourth quarter of 2008, following the underground relocation of overhead electric utility facilities along the corridor.
- There are at least twenty properties from which fee simple rights-of-way or easement interests must be purchased in order to build the project.
- The attached Resolution will allow City Staff to pursue the activities needed to acquire the necessary rights-of-way and easements for the 144th Avenue Improvements. Staff expects that the acquisitions can be accomplished through negotiation, but is requesting authority to use the City's power of eminent domain if negotiations with the property owners do not result in the timely possession of the parcels.
- Adequate funds are available and have been designated in the General Capital Improvement Fund for this expense.

Expenditure Required: \$350,000

Source of Funds: General Capital Improvement Fund
- 144th Avenue, Huron to Zuni Project Account

Policy Issue

Should the City proceed with right-of-way acquisitions for the 144th Avenue, Huron Street to Zuni Street project?

Alternative

The City Council could decide to not proceed with these acquisitions at this time. Staff does not recommend this action as this would create significant delays to the construction of the 144th Avenue project, which has been determined to be a high priority for the City.

Background Information

The widening of 144th Avenue between Huron Street and Zuni Street has become important as a result of the increased traffic volumes accessing the commercial development at The Orchard Town Center, the recent widening of Huron Street between 128th Avenue and 150th Avenue and the recent opening of the 144th Avenue/I-25 Interchange. The widening of 144th Avenue will improve the only remaining link of this arterial street within the City of Westminster that remains as a two-lane, rural roadway. The City and County of Broomfield has already started improving the 144th Avenue corridor to the west of Zuni Street and the City of Thornton will widen 144th Avenue to the east of Washington Street in the near future. Additionally, the Denver Regional Council of Governments (DRCOG) 2030 Regional Transportation Plan has designated 144th Avenue as a Principal Arterial roadway link between McCaslin Boulevard in Louisville to the west and Colorado Boulevard in Thornton to the east.

On January 22, 2006, City Council approved funding for the preparation of the 144th Avenue Corridor Design Study, which identified necessary infrastructure requirements as well as environmental and social impacts within the corridor. This study was completed in October 2007 by the selected consultant, Felsburg Holt & Ullevig (FHU).

FHU was later hired to complete the final design of these roadway improvements. This design is expected to be completed in September 2008. The improvements necessitate the acquisition of additional rights-of-way and/or temporary easements from private properties adjacent to 144th Avenue. Public awareness of the project will be through open-house type functions and individual meetings. Staff expects that the acquisitions can be accomplished through negotiations. However, if negotiations are not successful, the City should be prepared to pursue condemnation proceedings under the City's eminent domain authority.

Approval is sought for the expenditure of up to \$350,000 to secure the rights-of-way for the project. This amount should cover the cost of the property rights purchased along with costs of title commitments and insurance, appraisers, and the services of a land acquisition agent, if necessary. The attached resolution authorizes Staff to proceed with these activities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **37**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**A RESOLUTION FOR
RIGHT-OF-WAY ACQUISITION FOR 144TH AVENUE, HURON STREET TO
ZUNI STREET IMPROVEMENTS**

WHEREAS, the City of Westminster has determined that it is necessary to the public health, safety and welfare to acquire certain parcels of land to accommodate the construction of the 144th Avenue, Huron Street to Zuni Street Improvements in the project area shown on the attached Exhibit A; and

WHEREAS, the City will determine the fair market value of the property rights being acquired in each of the parcels; and

WHEREAS, the City will make an earnest good faith offer to purchase each of the subject parcels; and

WHEREAS, a delay in the acquisition of any of the parcels could result in a delay of the 144th Avenue, Huron Street to Zuni Street Improvements, thus creating a hardship on the general population of the City of Westminster and Adams County wishing to utilize the proposed improvements; and

WHEREAS, legal counsel for the City of Westminster has advised that the City may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, the City finds that if acquisition by condemnation of any parcel described in this resolution is commenced, immediate possession by the City may be necessary for the public health, safety and welfare in order to keep the 144th Avenue, Huron Street to Zuni Street Improvements on the desired schedule.

NOW, THEREFORE, the City Council of the City of Westminster resolves that:

1. The City Manager is hereby authorized to establish minimum just compensation for acquisition of the property interests necessary to build the 144th Avenue, Huron Street to Zuni Street Improvements in the project area shown in Exhibit A.

2. City Staff is authorized to proceed with negotiations to acquire the necessary property interests for the project, including remainders pursuant to W.M.C section 15-1-11, on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation.

3. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.

4. The City Attorney of the City of Westminster is authorized to take all necessary legal measures to acquire the property interests in question, including proceeding with condemnation of the properties in question against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain property interests should normal negotiations fail or exceed the time constraints of the overall project. In the event that acquisition by condemnation is commenced, the City Attorney is further authorized to request a grant of immediate possession of the necessary property interests.

5. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property. The cost shall be charged to the 144th Avenue, Zuni to Huron Account in the General Capital Improvement Fund.

6. The City Engineer is hereby authorized to call for amendment of the legal descriptions of the parcel interests to be acquired, and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement, if necessary in the course of the project.

PASSED AND ADOPTED this 14th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



EXHIBIT "A"

**144TH AVENUE, HURON STREET TO ZUNI STREET
RIGHT-OF-WAY ACQUISITION AREA**





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Resolution No. 38 re Purchase of the 2.92-acre Barnett Property at the Southeast Corner of 144th Avenue and Zuni Street for Open Space

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 38 authorizing the purchase of the 2.92-acre parcel located at the southeast corner of 144th Avenue and Zuni Street for up to \$405,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The Barnett property is a Priority 2 open space acquisition for the City's Open Space Advisory Board.
- Acquisition would allow the City to protect a portion of the land surrounding the McKay Lake open space. The property is currently on the market for sale, which presents an opportunity to purchase this for open space.
- Staff has negotiated the purchase of the 2.92-acre parcel for a total purchase price of \$405,000 (or \$3.18 per square foot) with \$10,000 in earnest money. The property was listed for sale at \$450,000 (or \$3.54 per square foot).
- Approximately 2,764 square feet of this purchase will be needed for right of way for the 144th Avenue widening project. The project will reimburse the Open Space Fund approximately \$8,790 for the purchase of right-of-way.

Expenditure Required: \$405,000 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Bond Funds

Policy Issue

Should City Council approve the use of the open space bond funds for the purchase of the 2.92-acre parcel located at the southeast corner of 144th Avenue and Zuni Street?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this because the property is on the market for sale and the opportunity to purchase this property could be lost if the City does not act to purchase it at this time.

Background Information

The acquisition of the Barnett property will protect a portion of the land surrounding the McKay Lake open space. The property is currently on the market for sale which presents an opportunity to purchase this for open space. The City's Open Space Advisory Board supports this acquisition and considers this property a number two priority to acquire for open space. The Smith-Barnett family members have owned this parcel along with the surrounding parcels for many years. The property is currently located in unincorporated Adams County. The City is not seeking funds from Adams County to assist with this purchase because the Barnett family would not agree to wait to sell the property until the next grant cycle in February, 2009. The City also plans to submit three other grants to Adams County in the next grant cycle and feels that these two projects have a higher priority for submission.

The City's Open Space Advisory Board has been interested in purchasing the land surrounding the McKay Lake Open Space as a buffer against development. The City appraised the parcels surrounding the lake on the northwest corner including the 2.92-acre Barnett property at the end of 2006. At that time, the corner parcel appraised for \$265,000 or \$2.10 per square foot. Since that time, values for similar properties located outside of the City's boundaries have risen. The most recent comparable sale is the purchase of the Teeple's property on the north side of 108th Avenue, west of Wadsworth Boulevard, for open space in April, 2008. This one acre property was purchased for \$130,000 or \$3.00 per square foot. The Barnett property was listed for sale at \$450,000 or \$3.54 per square foot. The City offered \$405,000 or \$3.18 per square foot to match an existing offer received by the Seller. Due to the lack of development contingencies and the ability to close quickly, the City was able to secure a written letter of intent to sell the property for \$405,000. The City also agreed to put down \$10,000 in earnest money that is refundable if the contract is terminated.

There are currently two structures located on the property. The City plans to demolish the structures at some point in the future. Staff will hire a consultant to perform an asbestos and lead survey of the structures and quotes to remove these items and demolish the structures will be obtained. If the cost to remove the asbestos and demolish the structures is significant, Staff will negotiate a reduction in the purchase price to help offset these costs.

Staff is also discussing the possibility of leasing back use of one of the structures to the owner's Mother-in-Law for a period of time to be determined in the lease. The City will have the flexibility to terminate the lease within a reasonable period of time if necessary. The City anticipates leasing the structure back for the family's use for up to 3 years. Rent will be charged at a rate to be determined by rental comparisons in the surrounding neighborhoods. Staff will submit the terms of the lease for approval to City Council in a separate memo prior to purchasing this property.

SUBJECT: Resolution Purchase of the Barnett Property for Open Space

Page 3

At some point in the future if the surrounding land develops, it may be reasonable to trade or sell this property for other nearby higher priority open space property to expand the buffer directly next to the McKay Lake Open Space area.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Vicinity Map

RESOLUTION

RESOLUTION NO. **38**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**A RESOLUTION
AUTHORIZING THE PURCHASE OF THE 2.92 ACRE BARNETT PROPERTY AT THE
SOUTHEAST CORNER OF 144TH AVENUE AND ZUNI STREET**

WHEREAS, the City of Westminster has negotiated with the Barnett family to purchase the 2.92-acre parcel at the southeast corner of 144th Avenue and Zuni Street (the "Property") for \$405,000.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster that:

1. The City Council hereby authorizes the purchase of the Property for up to \$405,000.
2. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.
3. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition of property.
4. This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 14th day of July, 2008.

ATTEST:

Mayor Nancy McNally

APPROVED AS TO LEGAL FORM:

Linda Yeager, City Clerk

City Attorney's Office

Barnett Open Space Acquisition

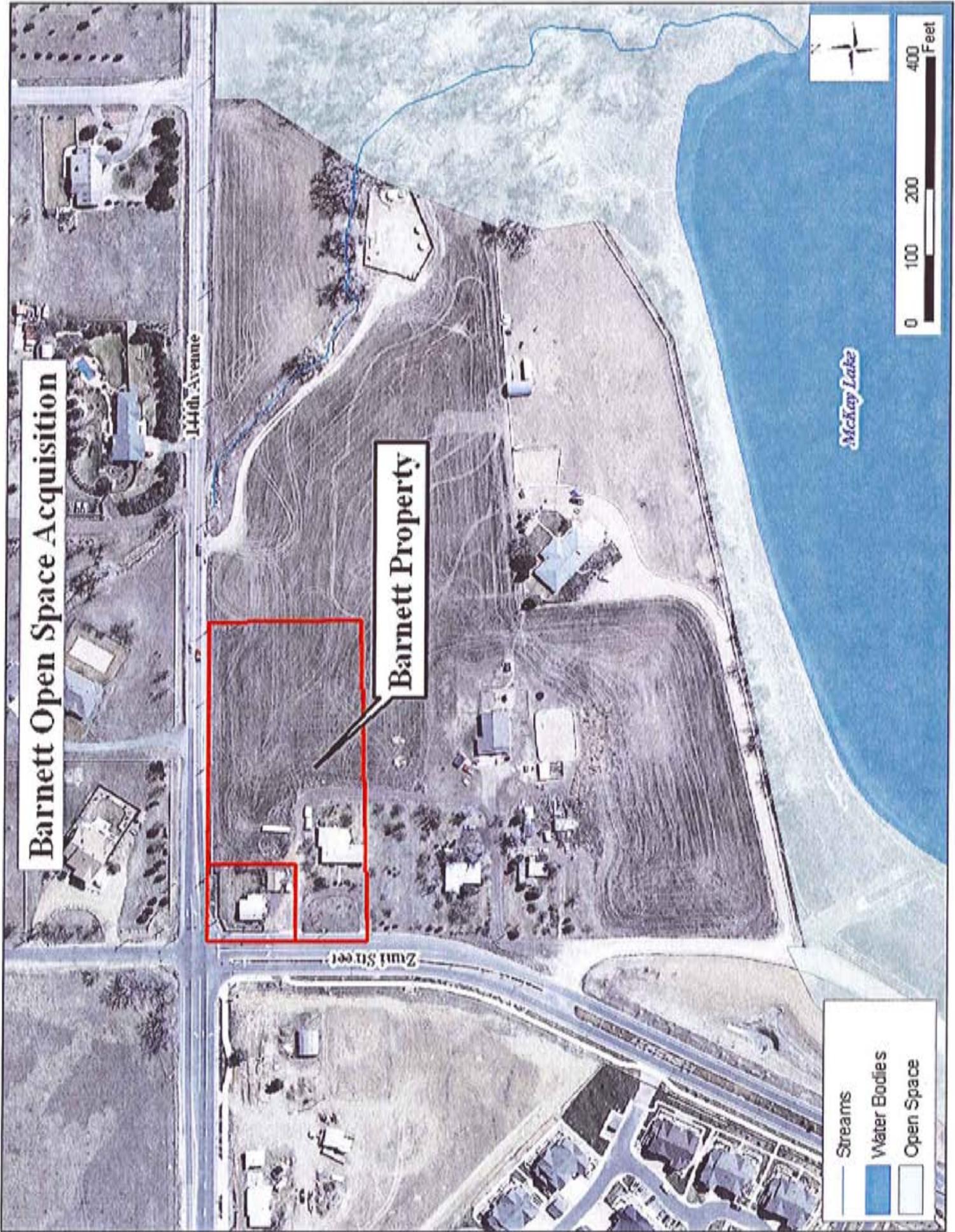
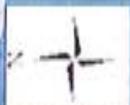
144th Avenue

Zait Street

Barnett Property

McKey Lake

- Streams
- Water Bodies
- Open Space





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 14, 2008



SUBJECT: Resolution No. 39 re Interagency Agreement with the Colorado Council on the Arts re Capacity Building for the South Westminster Arts Group

Prepared By: Laurie Brandt, Community Development Secretary

Recommended City Council Action

Adopt Resolution No. 39 authorizing the City Manager to execute an Interagency Agreement with the Colorado Council on the Arts, in substantially the same form as the attached agreement, accepting a grant in the amount of \$2,000.

Summary Statement:

- The City has applied for and been awarded a grant in the amount of \$2,000 from the Colorado Council on the Arts for capacity building for the South Westminster Arts Group. Capacity building is the strategic planning process resulting in the development of a clear vision and goals for an organization, specifically in the areas of marketing and fund development.
- The South Westminster Arts Group is currently ineligible to apply for grant funding, as it has not been established as a non-profit for the required three-year period. The City applied for the grant on SWAG's behalf in the interest of assisting the organization to create a clear art strategy and action plan for the Harris Park art district.
- The City will be required to provide a cash match of \$2,700.
- The Colorado Council on the Arts requires the execution of an Interagency Agreement (IGA) with the City before the grant can be finalized and funding disbursed.

Expenditure Required: \$2,700

Source of Funds: General Fund – Community Development Operating Funds

Policy Issue

Should City Council authorize an Interagency Agreement with the Colorado Council on the Arts providing the City a grant which will require the City to provide a financial match of \$2,700, and which will be used to support the South Westminster Arts Group (SWAG) in building capacity for its Board of Directors?

Alternative

Do not enter into the IGA with the Colorado Council on the Arts and decline the grant money for capacity building for the South Westminster Arts Group (SWAG). This alternative is not recommended because the funding will support the growth and development of SWAG, which in turn supports the South Westminster revitalization effort to make the neighborhood an attraction and destination for artists.

Background Information

In 2005, the City began to study the possibility of attracting the arts community into the South Westminster neighborhood. South Westminster revitalization efforts have been supporting this endeavor as part of its overall revitalization goals for this neighborhood. In 2007 the South Westminster Arts Group (SWAG) was incorporated through the cooperative efforts of City Staff and volunteer artists, with the mission to establish a non-profit arts network for the South Westminster community. Through volunteer efforts, SWAG has assisted in the development of arts activities in this neighborhood and was instrumental in attracting the Gaslight Theatre. SWAG, having been granted a lease by the City on the old Vehicle Service Center building (7287 Lowell Boulevard), has made this space available for use by the Gaslight Theatre and Harris Park Artist Cooperative, which is a group of local resident artists working in cooperation to manage a gallery and other arts activities at this location.

SWAG is at a critical growth stage and the grant and matching funds will be used to pay for training SWAG Board of Directors in building its organizational capacity with the goal of moving SWAG towards self-sustainability over the next 3 years. SWAG is currently not eligible to apply for grant funding from the Colorado Council on the Arts (CCA) as it has not been established as a non-profit for the required three-year period. Given the eligibility of the City to apply for the grant and the City interest in further promoting arts-related activities in South Westminster, SWAG requested the City's assistance in applying for the grant on its behalf. Upon receipt of the grant, the City would convey the proceeds to SWAG for use in training for the SWAG Board relative to capacity building.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment
- Resolution

RESOLUTION

RESOLUTION NO. **39**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**A RESOLUTION
AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE COLORADO COUNCIL ON
THE ARTS CONCERNING THE USE OF A GRANT FOR CAPACITY BUILDING FOR THE
SOUTH WESTMINSTER ARTS GROUP**

WHEREAS, the City continues to support revitalization efforts in the South Westminster neighborhood; and,

WHEREAS, the City is supportive of the South Westminster Arts Group's (SWAG) efforts to recruit and retain artists and arts-related businesses into the South Westminster neighborhood; and,

WHEREAS, the City of Westminster has been awarded a \$2,000 grant from the Colorado Council on the Arts for Board of Directors Capacity Building Training for the South Westminster Arts Group; and,

WHEREAS, the Colorado Council on the Arts requires the execution of an Interagency Agreement (IAA) before funds are disbursed and that regulates the use of funds and accounting for the grant award; and,

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, the City Council of the City of Westminster resolves that the City Manager is authorized to execute and carry out the provisions of this IAA with the Colorado Council on the Arts concerning the use of a grant for Board of Director training for the South Westminster Arts Group.

PASSED AND ADOPTED this 14th day of July, 2008.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
WESTMINSTER CITY HALL, 4800 W. 92ND AVENUE
MONDAY, July 14, 2008
7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting (March 31, 2008)**
- 3. New Business**
 - A. Holly Park Listing Contract
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, JULY 14, 2008 AT 7:45 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Dittman, and Board Members Briggs, Kaiser, Lindsey, and Winter. Board Member Major was in the building, but unable to attend the meeting. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney for the Authority, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Briggs moved, seconded by Kaiser, to approve the minutes of the meeting of March 31, 2008 with no additions or corrections. The motion carried unanimously.

HOLLY PARK LISTING CONTRACT

Board Member Lindsey moved, seconded by Dittman, to approve the Holly Park Listing Contract with Coldwell Banker for brokerage services pertaining to the Holly Park development site. The motion passed unanimously.

ADJOURNMENT

There being no other business to come before the Authority, the meeting adjourned at 7:47 p.m.

ATTEST:

Secretary

Chairperson

WEDA Agenda Item

Agenda Memorandum

Westminster Economic Development Authority Meeting
July 14, 2008



SUBJECT: Holly Park Listing Contract

Prepared By: Chuck Trout, Community Development Management Intern

Recommended Board Action

Approve the Holly Park Listing Contract with Coldwell Banker for brokerage services pertaining to the Holly Park Development site.

Summary Statement

- Rick Chase of Coldwell Banker did the majority of the appraisal work during the acquisition of the property by WEDA. His extensive knowledge of the property with backing of a large firm will be assets in the listing of the property.
- A 6% broker fee is a common amount for such services.

Expenditure Required: 6% of the gross sale price upon the sale of the property

Source of Funds: 6% of the gross sale price will be subtracted from the sale price collected during the sale of the property and paid to the broker

Policy Issue

Should WEDA enter into a real estate listing contract with Coldwell Banker for brokerage services pertaining to the Holly Park Development site?

Alternatives

- 1) Do not list with a real estate broker. This alternative would likely extend the length of time and thereby the expense of WEDA carrying the property. Costs include maintenance and insurance costs, as well as staff time.
- 2) List with another real estate broker. Staff solicited proposals from multiple real estate brokers. They were reviewed in the context of their experience, depth of Staff resources and proposed commission structure. As a result, the proposal from Coldwell Banker is considered to be the best.

Background Information

Since the abandonment of construction activities at the Holly Park townhome project in 2001, this property has been a significant source of blight on the surrounding neighborhood. More importantly, there are twelve existing townhome owners who bought their property prior to the completion of the project and have lived in a very difficult environment for the past seven years.

In 2006, WEDA acquired the abandoned Holly Park townhome project through the use of eminent domain. WEDA proceeded with demolition of the abandoned construction and preparation of the site for sale to a new developer to complete the project.

The City has advertised the sale of the property on site with no success. A “For Sale” sign with Staff as contact has been on the site since the property was cleaned up. In addition, WEDA sent a request for proposals in November, 2006, that was unsuccessful in selling the property. A few interested parties came forth but could not secure funding or lost interest in the project. Currently, Staff is not in contact with any interested parties in regard to the Holly Park Townhome site. Staff received bids from Coldwell Banker, Crosbie Real Estate Group, and Infinity Real Estate Group for the listing contract. Coldwell Banker’s knowledge and experience with the property was evident in their proposal and their 6% fee was in line with the other bids.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment



1777 S Harrison Street - Penthouse 2
Denver - Colorado 80210
Phone: 303 - 409-1400 Fax: 303 - 409-6000

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LCSO-10-06) (Mandatory 1-07)

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT (ALL TYPES OF PROPERTIES)

[X] SELLER AGENCY [] TRANSACTION-BROKERAGE

Date: June 02, 2008

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract as of the date set forth above.

2. BROKER AND BROKERAGE FIRM.

[X] a. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this contract is called Broker. If more than one individual is so designated, then references in this contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

[] b. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Seller and perform the services for Seller required by this contract.

3. DEFINED TERMS.

a. Seller:

Westminster Economic Development Authority (WEDA)

b. Brokerage Firm: Coldwell Banker Commercial, R.E.S.I.

c. Broker: Bill Wiggins, Rick Chase and Luke Davidson

d. Property. The Property is the following legally described real estate in the County of Adams, Colorado:

See attached Exhibit A

known as No.

9601 Federal Blvd., Westminster, CO 80031

Street Address

City

State

Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

e. Sale. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation

of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

f. **Listing Period.** The Listing Period of this contract shall begin on June 06, 2008, and shall continue through the earlier of (1) completion of the Sale of the Property or (2) December 06, 2008. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under §16 of this contract.

g. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which the parties have signed this contract.

4. BROKERAGE SERVICES AND DUTIES. Brokerage Firm, acting through Broker, shall provide brokerage services to Seller. Broker, acting as either a Transaction-Broker or a Seller's Agent, shall perform the following **Uniform Duties** when working with Seller:

- a. Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:
- (1) Performing the terms of any written or oral agreement with Seller;
 - (2) Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;
 - (3) Disclosing to Seller adverse material facts actually known by Broker;
 - (4) Advising Seller regarding the transaction and to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - (5) Accounting in a timely manner for all money and property received; and
 - (6) Keeping Seller fully informed regarding the transaction.
- b. Broker shall not disclose the following information without the informed consent of Seller:
- (1) That Seller is willing to accept less than the asking price for the Property;
 - (2) What the motivating factors are for Seller to sell the Property;
 - (3) That Seller will agree to financing terms other than those offered;
 - (4) Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 - (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

c. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

d. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

e. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

f. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

g. Seller shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by the Seller.

5. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is a limited agent of Seller (Seller's Agent), with the following additional duties:

- a. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.
- b. Seeking a price and terms that are acceptable to Seller.
- c. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

6. BROKERAGE RELATIONSHIP.

a. If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

b. **In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

c. **In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:

(1) **SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

Check One Box Only

(a) **Seller Agency.** If this box is checked, Broker shall represent Seller as Seller's agent and shall treat the

114 buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker
115 shall disclose to such customer Broker's relationship with Seller.

116 (b) **Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
117 represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an
118 agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a Transaction-Broker,
119 performing the duties described in § 4 and facilitating sales transactions without being an advocate or agent for
120 either party.

121 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
122 the event neither box is checked, Broker shall work with Seller as a Transaction-Broker. If Seller and buyer are working
123 with the same broker, Broker shall continue to function as a Transaction-Broker.

125 7. SELLER'S OBLIGATIONS TO BROKER.

126 a. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property
127 only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective
128 buyers, tenants or any other source during the Listing Period of this contract.

129 b. **No Existing Listing Agreement.** Seller represents that Seller Is Is Not currently a party to any listing
130 agreement with any other broker to sell the Property.

131 c. **Ownership of Materials and Consent.** Seller represents that all materials (including all photographs,
132 renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as
133 Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any multiple
134 listing service (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material
135 for marketing of the Property, reporting as required and the publishing, display and reproduction of such material,
136 compilation and data. This license shall survive the termination of this contract.

137 d. **Residential Foreclosure Disclosure and Consent.** If the Property is residential, is in foreclosure, and
138 Buyer will not live in the Property for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply. Upon
139 Seller becoming aware that the Property is in foreclosure, Seller must notify Listing Broker of such fact. The Act requires
140 that special provisions must be included in the Contract to Buy and Sell Real Estate. Therefore, if the Act applies, Seller
141 agrees, unless Seller and buyer enter into the Foreclosure Property Addendum concurrent with the Contract to Buy and
142 Sell Real Estate, Broker is not obligated to prepare any contract for the sale of the Property and Seller will employ and
143 pay for an attorney to prepare such contract. Seller also consents that Broker is authorized to disclose to other brokers
144 and prospective buyers that the Property is in foreclosure. Broker IS IS NOT authorized to disclose, in any
145 multiple listing service in which the Property is submitted, that the Property is in foreclosure.

147 8. PRICE AND TERMS.

148 a. Price: U.S. \$ 850,000.00

149 b. Terms: Cash Conventional FHA VA

150 Other:

151 Seller reserves right to offer terms

152 c. Loan Discount Points,

153 n/a

154 d. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ n/a,
155 that Buyer is not allowed by law to pay, for tax service and
156 n/a

157 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 20,000.00

158 in the form of Personal Check

159 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated:

160 Cashier's Check at Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by
161 Seller at Seller's expense; or Closing Company's Trust Account Check.

162 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue
163 may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either
164 (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax
165 advisor to determine if withholding applies or if an exemption exists.

167 9. **DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a
168 proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or
169 before the closing of the Sale contract.

171 10. INCLUSIONS AND EXCLUSIONS.

172 a. **Inclusions.** The Purchase Price includes the following items (Inclusions):

173 (1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing,
174 ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors,

175 floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems
176 (including accessories), garage door openers including n/a remote controls; and
177 n/a

178 (2) Personal Property. If on the Property whether attached or not on the date of this contract: storm
179 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace
180 inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:
181 Water Softeners Smoke/Fire Detectors Security Systems Satellite Systems (including satellite
182 dishes); and
183 n/a

184 The Personal Property to be conveyed at closing shall be conveyed, by Seller, free and clear of all taxes (except
185 personal property taxes for the year of closing), liens and encumbrances, except
186 n/a

187 Conveyance shall be by bill of sale or other applicable legal instrument.

188 (3) Trade Fixtures. The following trade fixtures:

189 n/a

190 The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except
191 personal property taxes for the year of closing), liens and encumbrances, except

192 n/a

193 Conveyance shall be by bill of sale or other applicable legal instrument.

194 (4) Parking and Storage Facilities. Use Only Ownership of the following parking facilities;

195 n/a

196 and Use Only Ownership of the following storage facilities:

197 n/a

198 (5) Water Rights. The following legally described water rights:

199 none

200 Any water rights shall be conveyed by n/a deed or other applicable legal
201 instrument. The Well Permit # is n/a

202 (6) Growing Crops: The following growing crops:

203 none

204 b. Exclusions. The following are excluded:

205 none

206
207 11. TITLE AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's
208 name. Seller shall deliver to Broker true copies of all relevant title materials, leases, improvement location
209 certificates and surveys in Seller's possession and shall disclose to Broker all easements, liens and other
210 encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation
211 secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms
212 thereof. In case of Sale, Seller agrees to convey, by a special warranty deed deed, only that title Seller has
213 in the Property. Property shall be conveyed free and clear of all taxes, except the general taxes for the year of closing.

214 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by
215 Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:

216 n/a

217 The Property is subject to the following leases and tenancies:

218 n/a

219 If the Property has been or will be subject to any governmental liens for special improvements installed at the
220 time of signing a Sale contract, Seller shall be responsible for payment of same, unless otherwise agreed. Brokerage
221 Firm may terminate this contract upon written notice to Seller that title is not satisfactory to Brokerage Firm.

222 12. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense, a current commitment and an owner's
223 title insurance policy in an amount equal to the Purchase Price in the form specified in the Sale contract, or if this box is
224 checked, An Abstract of Title certified to a current date.

225
226 13. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment
227 is currently payable at \$ n/a per n/a and that there are no unpaid regular or special
228 assessments against the Property except the current regular assessments and except

229 n/a

230 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of
231 assessments against the Property.

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14. **POSSESSION.** Possession of the Property shall be delivered to buyer as follows:
upon delivery of deed

subject to leases and tenancies as described in §11.

15. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

a. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

b. **Seller's Obligations.**

(1) **Seller's Property Disclosure Form.** A seller is not required by law to provide a written disclosure of adverse matters regarding the Property. However, disclosure of known material latent (not obvious) defects is required by law. Seller Agrees Does Not Agree to provide a Seller's Property Disclosure form completed to the best of Seller's current, actual knowledge.

(2) **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller the real estate licensees, and given to any potential buyer in a timely manner.

16. **COMPENSATION TO BROKERAGE FIRM.** Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

a. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

(1) **Sale Commission.** (a) 6.00 % of the gross purchase price in U.S. dollars, ~~or~~
(b) with cooperating broker, 5.00% without cooperating broker

(2) **Lease Commission.** (a) n/a % of the gross rent under the lease in U.S. dollars,
or (b) n/a

b. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

(1) Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;
~~(2) Any Broker's finding a buyer who is ready, willing and able to complete the transaction as specified herein by a Seller's~~

(3) Any Sale of the Property within 180 calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller shall owe no commission to Brokerage Firm under this subsection (3) if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

c. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or any extension of such original or extended term. The commission described in subsection 16a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection 16b(1) or 16b(3), ~~or by the fulfillment of subsection 16b(2) whichever the offer made by such buyer is mediated by a Seller or by a licensed real estate broker to consummate the Sale as agreed upon.~~

d. **Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease and right to purchase the Property, the commission relating to the lease shall be as provided in subsection 16a(2), payable as follows:

n/a

e. **Other Compensation.**

n/a

17. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 16, shall accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent.

18. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.** Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing

292 services and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-
293 appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the
294 Property. After having been so advised, Seller has chosen the following (check all that apply):

295 a. The Property
296 Shall Shall Not be submitted to one or more multiple listing services.
297 Shall Shall Not be submitted to one or more property information exchanges.
298 Seller authorizes the use of electronic and all other marketing methods except:
299 n/a
300 Seller further authorizes use of the data by multiple listing services and property information exchanges, if any.
301 Access to the Property by other brokerage firms may be by:
302 Lock Box
303 n/a
304 Other instructions:
305 n/a

306 b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside
307 of Brokerage Firm:
308 Buyer Agents: ± 2.6 % of the gross sales price in U.S. dollars.
309 Transaction-Brokers: n/a % of the gross sales price in U.S. dollars.

310
311 19. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received
312 shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage
313 Firm compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not
314 reduce any Brokerage Firm compensation under §16.
315

316 20. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm shall
317 bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms,
318 if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Seller agrees in writing
319 to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless
320 otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order
321 to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or
322 services authorized by Seller.
323

324 21. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm shall be responsible for maintenance
325 of the Property nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused
326 by their negligence or intentional misconduct.
327

328 22. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyer
329 because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion
330 or ancestry of such person.
331

332 23. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that
333 Broker has advised that this document has important legal consequences and has recommended consultation with legal and
334 tax or other counsel before signing this contract.
335

336 24. MEDIATION. If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the
337 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties
338 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose
339 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint
340 an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed,
341 shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting
342 mediation is delivered by one party to the other at the party's last known address.
343

344 25. ATTORNEY FEES. In the event of any arbitration or litigation relating to this contract, the arbitrator or court
345 shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
346

347 26. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado
348 Real Estate Commission.)
349 Buyer Agents shall be paid 50% of gross commission earned by Coldwell Banker Commercial RESI.
Exhibit "B" Special Conditions to June 2, 2008 Listing Contract attached hereto and incorporated
herein by reference.

350

352 Definitions of Working Relationships (Real Estate Brokerage)

Exhibit "A" - Legal Description

Exhibit "B" - Special Conditions

353

354 28. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this contract shall be deemed to inure to the
355 benefit of any person other than Seller, Broker and Brokerage Firm.

356

357 29. NOTICE, DELIVERY AND CHOICE OF LAW.

358 a. Physical Delivery. Except as provided in § 296 below, any notice to the other party to this contract must
359 be in writing, and is effective upon physical receipt.

360 b. Electronic Delivery. As an alternative to physical delivery, any signed document and written notice may
361 be delivered in electronic form by the following indicated methods only: Facsimile E-mail No Electronic Delivery.
362 Documents with original signatures shall be provided upon request of any party.

363 c. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in
364 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in
365 this state for property located in Colorado.

366

367 30. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of any of the terms of this
368 contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

369

370 31. COUNTERPARTS. If more than one person is named as a Seller herein, this contract may be executed
371 by each Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of
372 Brokerage Firm shall be deemed to be a full and complete contract between the parties.

373

374 32. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any prior agreements,
375 whether oral or written, have been merged and integrated into this contract.

376

377 33. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this contract signed by Broker, including all
378 attachments.

379

380 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.

381

Westminster Economic Development Authority (WRDA)

SELLER _____ DATE _____

By: Representative

382 Seller's Email Address: n/a

383

384 Broker's Name: Bill Wiggins, Rick Chase and Luke Davidson

385 Address: 1777 South Harrison Street, Penthouse II, Denver, CO 80210

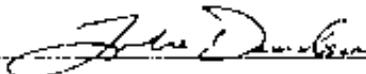
386 Phone No.: 303-409-1400 Fax No.: 303-409-6000

387 Email Address: rchase@denvercommercial.com OR ldavidson@denvercommercial.com

388

Brokerage Firm's Name:

Coldwell Banker Commercial R.E.S.I
1777 S Harrison Street
Suite P-2
Denver, CO 80210
Phone: 303-409-1400, Fax: 303-409-6000

By   6/18/08
Signature Wiggins, Chase and Davidson Date

339 Email Address: n/a _____



1777 S Harrison Street - Penthouse 2
Denver - Colorado 80210
Phone: 303 - 409-1400 Fax: 303 - 409-8000

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(DD 25-5-04)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this disclosure, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

THIS IS NOT A CONTRACT.

I acknowledge receipt of a copy of this Definitions form on June 02, 2008

Westminster Economic Development Authority (WEDA)

DATE

By: Representative

On June 02, 2008, Broker provided Westminster Economic Development Authority (WEDA)

with this Definitions form at in the state of Colorado (location) and retained a copy for the Broker's records.

Coldwell Banker Commercial R.E.S.I
1777 S Harrison Street
Suite F-2
Denver, CO 80210
Phone: 303-409-1400, Fax: 303-409-6000

By: *Chase Wiggins* *John Davidson* 6/2/08
Signature Wiggins, Chase and Davidson Date

Exhibit "A"
To June 2, 2008, Listing Contract
Legal Description

Buildings 1 through 9, 14 and 15, Hollypark Condominiums, in accordance with and subject to the Declaration for Hollypark Condominiums recorded on June 8, 2000, at Reception No. C0678452 in the Office of the Clerk and Recorder of Adams County, Colorado, County of Adams, State of Colorado.

Exhibit "B"
Special Conditions
To June 2, 2008, Listing Contract

Broker acknowledges and agrees to disclose to all potential Buyers that:

(1) The sale and future use of the Property is located within the Holly Park Urban Renewal Area and the sale and use of the Property is subject to the provisions of the Holly Park Urban Renewal Plan, and C.R.S. section 31-25-101, et seq. (also known as the Colorado Urban Renewal Law.)

(2) Any offer to purchase the Property shall be contingent upon subsequent compliance by the Seller with the competitive bidding procedures prescribed by C.R.S. section 31-25-106(2).

(3) Any offer to purchase the Property shall be subject to presentation to and formal acceptance by the Westminster Economic Development Authority.

(4) The acceptance of any offer to purchase the Property may be conditioned upon such covenants, conditions, and restrictions as the Westminster Economic Development Authority may deem necessary or appropriate in its sole discretion.

(5) No commission shall be payable by Seller to Broker except upon the closing of a contract for the sale of the Property and receipt of the net sale proceeds thereof by the Seller.