



# WESTMINSTER

## Staff Report

TO: The Mayor and Members of the City Council

DATE: March 31, 2004

SUBJECT: Study Session Agenda for Monday, April 5, 2004

PREPARED BY: J. Brent McFall, City Manager

*Please Note: Study Sessions and Post City Council meetings are open to the public, and individuals are welcome to attend and observe. However, these meetings are not intended to be interactive with the audience, as this time is set aside for City Council to receive information, make inquiries, and provide Staff with policy direction.*

Looking ahead to next Monday night's Study Session, the following schedule has been prepared:

*A light dinner will be served in the Council Family Room* 6:00 P.M.

### CONSENT AGENDA

None at this time.

### CITY COUNCIL REPORTS

1. Report from Mayor (5 minutes)
2. Reports from City Councillors (10 minutes)

### PRESENTATIONS

1. Lobbyist Update (*Verbal*)

6:30 P.M.

### SPECIAL WEDA MEETING

1. Resolution Authorizing the Acquisition of the Holly Park Property

7:00 P.M.

### PRESENTATIONS

1. Proposed Council Outreach Program
2. Lease Agreement with Adams Community Mental Health Foundation
3. Redevelopment Alternatives for 72<sup>nd</sup> Avenue City Shop Site

### EXECUTIVE SESSION

1. Economic Development Project Update

### INFORMATION ONLY

1. 2004 Year-to-Date Council Expenditures

Additional items may come up between now and Monday night. City Council will be apprised of any changes to the Study Session meeting schedule.

Respectfully submitted,

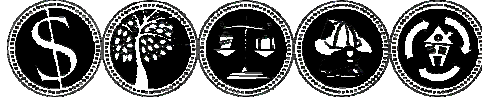
J. Brent McFall  
City Manager



WESTMINSTER

## Staff Report

City Council Study Session Meeting  
April 5, 2004



SUBJECT: Proposed Council Outreach Program

PREPARED BY: Brent McFall, City Manager

### **Recommended City Council Action:**

Provide direction to staff regarding implementation of the proposed outreach program.

### **Summary Statement**

Attached is a memo from Mayor Pro Tem Nancy McNally that outlines a proposed outreach program for the Westminster City Council. The proposal calls for City Council to consider having a presence at one or two Concerts in the Parks events, venues that attracts hundreds of citizens, and the Westminster Faire. Mayor Pro Tem McNally is proposing a low-cost, minimal time investment program that provides visibility and access to City Council.

**Expenditure Required:** \$ 7,500

**Source of Funds:** City Council Special Promotions Budget

**Policy Issue(s)**

Does Council wish to participate in a citizen outreach program?

**Alternative(s)**

Council could choose to not participate in a citizen outreach program as presented, or to develop a different program.

**Background Information**

In discussions with City Council about the City's communication strategy, the lack of a Council outreach program was identified. Mayor Pro Tem McNally took responsibility for developing a proposal for Council consideration that is presented in the attached memorandum. Staff is seeking direction from council regarding implantation of the proposal.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

## Memorandum

TO: Mayor and City Council

FROM: Mayor Pro Tem Nancy McNally

DATE: April 5, 2004

SUBJECT: Citizen Outreach

As you all know, I feel very strongly about providing easy citizen accessibility to our Council. I have adopted a slogan which summarizes my feelings on this, and that is that we should always strive to have “open ears and accessibility.”

I am writing this memo to you as a means of proposing a citizen outreach program that I feel would provide easy face-to-face access to us, while requiring a minimal cost and time investment.

I have been working with Public Information Staff to explore ideas for ways to carry out my concept for improving accessibility to Council. One thing we all agree upon is that given the busy nature of all our lives it doesn't make sense to hold an event and expect citizens to come to us. Therefore, we have been exploring ideas of how Council could go to the people.

I am proposing that starting this summer the City Council become entwined with the Concerts in the Parks program, a program which attracts hundreds of people. To carry out my slogan, we have come up with the theme “Westminster City Council – We're All Ears.” We could then provide, as a free give-away, roasted ears of corn and pre-packaged ice cream cups to amend the picnic dinners that many people bring to these events. All this would happen at a tent that would house all of us, and where we could chat with citizens, answer questions, or provide comment cards to encourage written remarks. For high profile projects, we could get City Staff assistance in the preparation of easel boards. However, there would be no presentations. The focus is one of external public relations, and providing face-to-face access to us.

Recognizing the value of our time, and the desire to get the most from our time investment, I am recommending that we do this twice this summer, once in South Westminster at Irving Street Park and once at City Park. I am not proposing exact dates pending feedback from all of you.

If my fellow members of Council would so-wish, I would also add that we could replicate the basic idea of this program at the Westminster Faire. Faire rules prohibit us from giving away free food, so as not to compete with our vendors, but we're exploring the idea of giving away costume “ears” for kids, again along the theme of “we're all ears.”

We have done some preliminary cost analysis on this idea and estimate this program to cost about \$2,500 per event, which would include the catering services for the corn and ice cream, tent rental, banners, balloons and giveaways.

I would like to schedule a short discussion on this item at an upcoming study session in order to obtain your feedback.



## Staff Report

City Council Study Session Meeting  
April 5, 2004



SUBJECT: Lease Agreement with Adams Community Mental Health Foundation

PREPARED BY: Matt Lutkus, Deputy City Manager for Administration

### **Recommended City Council Action:**

Direct Staff to schedule Council's formal consideration of the lease agreement with Adams Community Mental Health Foundation for the Community Reach Center's use of the recently vacated 76<sup>th</sup> Avenue Library Building.

### **Summary Statement**

- Since 1974, Community Reach Center, previously known as Adams Community Mental Health, has operated its Westminster clinic out of the Walker Building, a City-owned, former residence at 3200 West 76<sup>th</sup> Avenue. Both the Center and the City have benefitted by having a satellite office for mental health services located within Westminster.
- In response to a request from the Center in 1999, the City contracted for the design for a major remodel of the Walker Building to improve the structure and increase its usability as clinical offices. At approximately the same time, the decision was made by City Council to pursue another location for the 76<sup>th</sup> Avenue Library. In Spring, 2000 City Council approved a much-reduced scope for the remodel project with the intent of allowing the Mental Health Center to move into the library building once this was vacated by City Staff.
- An architect has completed preliminary plans to remodel the former library into clinical offices. The estimated cost for the project is \$140,000 to \$170,000, depending on the results of the bid process and the specifications required by the Center. There is currently \$90,000 available in the City's Capital Improvement Fund Walker Building Project Account for this project. It is anticipated that the Adams Community Mental Health Center Foundation would pay for the balance of the costs.
- The City would also share equally with the Center in the expense of replacing the roof, currently estimated at \$30,000.
- The key components of the proposed lease agreement are a 20-year term where the Community Reach Center would be responsible for all maintenance inside the building while the City would be responsible for all exterior and grounds maintenance. The Community Reach Center will be

responsible for all utilities, costs and for providing liability insurance. The lease cost would be a nominal \$1 for the term of the lease.

- With City Council's approval, City Staff will proceed with the scheduling of Council's consideration of the lease agreement for the next Council meeting and proceed with the solicitation of bids for the remodel project.

Expenditure Required: \$105,000 in City funds and \$65,000 to \$85,000 in Adams Community Mental Health Foundation funds.

Source of Funds: General Capital Improvement Fund and outside sources available from the Adams Community Mental Health Foundation.

**Policy Issue:**

Does the City Council wish to lease the vacated 76<sup>th</sup> Avenue Library to the Adams Community Mental Health Foundation for the Community Reach Center to operate its Westminster clinic?

**Alternatives**

Do not lease the former 76<sup>th</sup> Avenue Library building to the Mental Health Center Foundation and continue to lease the organization its current space in the City's Walker Building. Staff does not recommend this alternative since it does not address the Community Reach Center's desire to expand its facilities in Westminster to serve Westminster area residents.

Identify another location where the Community Reach Center's Westminster Clinic could be located. City Staff believes that given the accessibility of the former library building and its current availability, this would provide an excellent facility for the Mental Health Center offices.

**Background Information**

Since 1974 the Community Reach Center, previously known as Adams Community Mental Health Center, has operated its Westminster office out of the City-owned former residence known as the Walker Building located adjacent to the City's Swim and Fitness Center at 3200 West 76<sup>th</sup> Avenue. Westminster citizens have benefitted by having one of several Mental Health Center clinics in close proximity. In addition, City Staff has had over the years a very good working relationship with Community Reach Center Staff. In addition to providing use of the Walker Building at a nominal cost, the City has contributed to the Center each year through its Human Services funding. For 2004, this contribution is \$24,000.

In the late 1990's, it became obvious that the Walker residence had deteriorated to the point where major remodel work was necessary. In addition, changes were needed to improve accessibility to disabled persons and improve the efficiency of space for offices. The remodel project was budgeted at approximately \$181,300. It was anticipated that the Mental Health Center Foundation would pay for \$50,000 of the project with the balance funded with 1999 carryover dollars.

At approximately the same time that Staff was making final plans to award the bids and begin the project, Council was giving preliminary consideration to relocating the 76<sup>th</sup> Avenue Library to a new site. At City Council's direction, Staff approached the Mental Health Center Staff with the idea of reducing the scope of the remodel project to make just the repairs necessary to make the building usable on an interim basis and converting the library building to Mental Health Center offices. The Mental Health Center Foundation Board and Center Staff were very pleased with this alternative since it provided both a much more desirable facility for its clinical offices and the space to expand its services. The Mental Health Center's move from the Walker Building also provides the City with the option of removing the Walker Building from the site to allow for a potential expansion of the Swim and Fitness Center.

The remodel project cost was subsequently reduced by approximately half, leaving \$90,000 available for the City's share of the future remodel of the library building. The remodel work on the Walker Building was completed in 2000.



In anticipation of the building being vacated by City Staff and its remodel as clinical offices, City and Center Staff retained services of Lewis Himes Associates, Inc., to design office space that would be conducive to the Center's operations. The architect has provided a design that is very workable for the Center for an estimated construction cost of \$140,000 to \$170,000, depending on the final design and the results of the bid process.

The proposed lease agreement, which is attached for City Council's review, has been reviewed with Center Staff and the Adams Community Mental Health Foundation Board that owns or leases all of the facilities used by the Community Reach Center. Both the Center Staff and Foundation Board Members have found that the lease agreement is satisfactory. This agreement, if approved, would replace the lease agreement that is currently in place for the Center's use of the Walker Building. The twenty-year term of the agreement is the same as the current lease, which City Staff believes is reasonable given the Mental Health Center's investment in the property and the desire for the City to have a long-term relationship with this non-profit organization. The agreement calls for the termination of the lease with the mutual agreement of the parties, or at the City's sole discretion in the event of major damage to the facility. The proposed lease differs from the current lease in that the Center would assume major responsibility for the interior of the building including the HVAC, electrical, plumbing, other ongoing maintenance, several repairs and maintenance of the roof. The City would in turn be responsible for other repairs and maintenance to the building exterior including landscaping and the parking lot. The lease rate is a nominal \$1 for the term of the agreement.

City Staff believes that the proposed lease will continue the excellent relationship that the City has had with the Community Reach Center and that it will provide a very worthwhile use of the former library building. This item has been scheduled for discussion at Monday evening's Study Session to obtain City Council's perspective on the proposed lease and proposed remodel project.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

LEASE AGREEMENT  
BETWEEN THE CITY OF WESTMINSTER AND  
ADAMS COMMUNITY MENTAL HEALTH FOUNDATION  
FOR USE OF THE 76<sup>TH</sup> AVENUE LIBRARY BUILDING

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between the CITY OF WESTMINSTER, a Colorado home rule municipality ("the City"), and ADAMS COMMUNITY MENTAL HEALTH FOUNDATION ("the Foundation"), a public, non-profit corporation.

Recitals:

WHEREAS, Adams Community Mental Health, now known as the Community Reach Center has operated its Westminster clinic in a City-owned building since 1974; and

WHEREAS, the City and Foundation desire to continue to have the Community Reach Center operate a satellite office in Westminster; and

WHEREAS, many citizens of Westminster benefit by having such a facility within close proximity; and

WHEREAS, the City and Foundation both desire to remodel the former 76<sup>TH</sup> Avenue Library for use as the Community Reach Center Westminster Office; and

WHEREAS, the City and the Foundation wish to set forth mutually acceptable terms to address the use of the facility by the Foundation and conditions that will assure ongoing maintenance of this building,

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and for other good and valuable consideration, the City and Foundation hereby agree to the following:

- I. That in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the Foundation hereinafter set forth, the City hereby leases to the Foundation the main level and the downstairs lounge area of the following described premises situated in the County of Adams and State of Colorado, to wit:

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E ALG S LN 346/78 FT TH NLY ON ANG 89D 32M TO LEFT 449/45 FT M/L TO  
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TH W 6/3 FT M/L TO NW COR OF SE4 SE4 NW4 TH S 660/94 FT TO POB 4/80A

(Otherwise known as 3031 West 76<sup>th</sup> Avenue, Westminster, Colorado)

This lease shall become effective at 12:00 o'clock noon of the first day of May 2004, until 12:00 o'clock noon of the first day of May 2024, for a rental for the full term aforesaid of One Dollar (\$1.00) payable in advance.

II. Financial Contributions

- A. The City shall contribute \$90,000 toward the building remodel plus one half of the expense of replacing the building roof.
- B. The Foundation shall fund the balance of the costs of remodeling the former 76<sup>th</sup> Avenue Library.

III. Building Use

- A. In return for the use of the main level and the lower level of the 76<sup>th</sup> Avenue Library and the City's contribution toward the remodel, the Foundation agrees to continue to operate the Mental Health Center's Westminster office from this facility for the term of the Agreement unless this Agreement is terminated sooner in accordance with Section VI and VIII.
- B. The City agrees to provide the use of the building by the Foundation on an ongoing basis for the length of this Agreement unless this Agreement is terminated sooner in accordance with Section VI and VIII.
- C. The Foundation shall have the right to increase the size of its present signage in accordance with current City ordinances and regulations.

IV. Maintenance

- A. The City shall maintain, at the City's expense, exterior paint, windows, exterior doors, concrete stairs, hand rails, driveways, and sidewalk; and provide lawn care, irrigation, and snow removal.
- B. The Foundation shall at the Foundation's expense provide maintenance after the completion of the remodel, repair or replace as necessary: the roof, appliances, bulbs and ballasts; interior paint, drywall, baseboard, carpet and tile, interior doors and hardware, locks, window coverings, and mirrors; and valves, washers and internal water closet parts and hardware; and shall provide for all custodial services and shall provide all ongoing HVAC repair and preventative maintenance; shall maintain garbage disposal, the sump pump, and water heater; shall service all circuit wiring, the electrical panel, switches, outlets, and light fixtures.

V. Conditions of Use

- A. Upon termination of this Agreement, the Foundation agrees to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident, or ordinary wear excepted.
- B. The Foundation agrees not to sublet any part of said premises, and not to assign this lease or any interest herein, without the prior written consent of the City.

- C. The Foundation shall not use the premises for any purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster, or any improper or questionable purpose whatsoever.
  - D. The Foundation shall not permit the premises or the walls or floors thereof to be endangered by overloading or the premises to be used for any purpose which renders the insurance thereon void, or the insurance risk more hazardous.
  - E. The Foundation shall make no major alterations or changes in or upon or about the premises without the written consent of the City.
  - F. The Foundation shall allow the City at any reasonable hour of the day to enter upon and view the premises.
  - G. The Foundation shall pay for all charges for water, sewer, heating, air conditioning, and lighting.
  - H. The Foundation will neither hold or attempt to hold the City liable for any injury or damage, including those occurring in the course of making repairs or alternations, except when such injury or damage is caused by the negligence of City, nor will the Foundation hold or attempt to hold the City liable for the negligence or default of occupants of the Premises or any other persons, nor will the Foundation hold or attempt to hold the City liable for any injury or damage occasioned by defective electric wiring or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise.
- VI. Destruction of the Building. If the building is destroyed or substantially damaged by fire or other calamity to the extent that the building is no longer usable for the purposes of the Agreement, the City may terminate this lease and neither party shall have any further obligations to the other party. However, the funds paid by the Foundation for purposes of remodeling shall be refunded to the Foundation, depreciated on a straight-line basis over twenty years. The City shall have absolute discretion to decide whether the building is no longer usable.
- VII. Insurance/Indemnification. The Foundation shall maintain liability insurance coverage on the premises in the amount of \$1,000,000 combined single limit, and shall indemnify and hold the City harmless from any liability to any person, firm or corporation for any cause arising out of Foundation's use of said premises, including the administration of mental health treatment or counseling to any person, or for any other reason.
- VIII. Termination. This Agreement may be terminated prior to the end of the terms of the lease Agreement upon mutual agreement of the parties.
- IX. Dispute Resolution
- A. If either party should retain counsel for the purpose of enforcing or preventing the breach of any provisions of this Agreement or for any other judicial remedy relating to it, then the prevailing party shall be entitled to reimbursement by the losing party for all costs, expenses and witness fees so incurred by the prevailing party, including but not limited to reasonable attorney fees and costs.

B. For any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, the parties agree to mediate any such disputes prior to taking any court action.

THIS AGREEMENT shall supercede all previous agreements between the parties related to the use of the Adams Community Mental Health Foundation aka The REACH Foundation and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WESTMINSTER, a Home Rule City of Westminster

(seal)

By \_\_\_\_\_  
Ed Moss, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ADAMS COMMUNITY MENTAL HEALTH FOUNDATION

(seal)

ATTEST

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

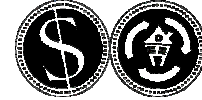
APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney



## Staff Report

City Council Study Session Meeting  
April 5, 2004



**SUBJECT:** Redevelopment Alternatives for 72<sup>nd</sup> Avenue City Shop Site  
**PREPARED BY:** Tony Chacon, South Westminster Revitalization Projects Coordinator

### **Recommended City Council Action:**

Provide direction to staff relative to proceeding with redevelopment and reuse of the City's old shop site at 72<sup>nd</sup> Avenue and Newton Street.

### **Summary Statement**

- The City owns property adjacent to the historic Bowles House generally located at Newton Street and 72<sup>nd</sup> Avenue (Attachment A) referred to as the old City shops. The site currently has two older structures on the site, which are used by the Parks, Recreation and Libraries Department (PRL) to store recreation supplies, store the City-owned bus, and serve as shop space for the swimming pool maintenance operations. Public Works and Utilities (PWU) also uses the property to temporarily store debris, dirt, and asphalt generated from their street and utility operations.
- The two buildings on the site are in significant disrepair and are of such quality so as to not be functional for long-term operational use. The buildings here have no historic value. The property, further, has low levels of petroleum-related contamination at the low-end of the site adjacent to England Park. The current overall condition and use of the property contributes to the negative visual quality of the area for those visiting England Park or the Bowles House museum.
- Given the generally poor condition of the property, its location adjacent to a public park and the historic Bowles House, and the City's interest in improving the character of the immediate historic area, Staff proceeded to prepare a conceptual site plan with which to evaluate potential opportunities for reuse and improvements.
- Staff has identified three concepts for use and redevelopment of the site, including: 1) Reuse of the area solely as a public park complimentary to the Bowles House; 2) Creation of a commercial enclave incorporating a number of "historically" accurate replica houses from late 1800's and early 1900's; or, 3) Creation of a privately-held and operated events center that would compliment the architectural presence and use of the Bowles House.
- Staff has been approached by a prospective business venture that has indicated an interest in constructing a small-venue event center upon the City property.
- Any improvements to the site, including demolition and grading activity, would proceed only upon future Council approval of a financing plan for the selected alternative, and only at such time as the needs of the PRL and PWU Departments can be accommodated relative to relocating the stored materials and equipment and operational space.

**Expenditure Required:** \$0

**Source of Funds:** N/A

### **Policy Issue(s)**

- Should the City consider allowing private development to occur on City owned property?
- Should the City continue to use the existing facilities in a storage capacity for an extended period of time or move more quickly to initiate improvements?
- Would a commercial business or event center be an acceptable use for the property, or should the entire site be retained solely for public use?

### **Alternative(s)**

- The Council could choose not to do anything at this time and continue to operate the property as presently used.
- The Council could choose to not allow private development upon the site, thereby maintaining it for some public purpose, direct staff to work towards clearing the site of existing structures at the earliest convenience and target future City funds towards making improvements.
- The Council may choose to direct staff to proceed with recruiting a private development partner to improve the property in a manner consistent with the use and architectural quality of the Bowles House, whereby such partner could either purchase or lease a portion of land upon which to construct a building(s).

### **Background Information**

As part of its revitalization efforts in south Westminster, Staff has been working to identify opportunities for public and private investment. One strategy identified within the adopted South Westminster Strategic Revitalization Plan (Plan) was to strengthen the City's historic context focusing on the area within the original Harris Town plat. A further strategy specified within the Plan specifies the need to proceed with eliminating conditions of visual blight along key corridors and at strategic and readily accessible locations. As such, Staff identified the City's old shop site at about 72<sup>nd</sup> Avenue and Newton Street, which lies immediately adjacent to the southern boundary of the original town plat, as a potentially critical element relative to implementation of the Plan.

The old shop site encompasses about 54,895 square feet (1.2 acres) and currently has two structures having a total of 8,000 square feet of building space. One building is a brick structure that is in major disrepair and is only useable for storage of durable supplies and equipment. The PRL Department currently stores recreation equipment in the building. The second building is a metal structure that serves as offices and a base of operation for the swimming pool maintenance crews. It is further used to park the City-owned bus that, in part, serves the nearby Senior Center. This building, while presently useable, is in need of continual repair and may soon become problematic.

Given the strategic nature of the property and the known site and structural problems, Staff proceeded to prepare concepts for improving the area in a manner that would strengthen the visibility of the City's historic area relative to 72<sup>nd</sup> Avenue, and provide complimentary uses relative to the adjacent Bowles House. The initial focus of this design endeavor was to look at creating an enclave upon which to relocate some existing "historic" homes that may be displaced due to ongoing redevelopment efforts in the surrounding area. Upon researching this opportunity with various historic preservation groups, Staff determined that such "historic" homes should not be consolidated into a central area, but rather, should be integrated into the existing historic fabric of the neighborhood. Further, it was determined that the relocation and upgrade of such old structures could be a costly endeavor. As such, the number of homes that may be available to relocate to the shop site would likely be minimal to non-existent. Accordingly, Staff revised its design effort to reflect a site development, as shown in

Attachment B, that would incorporate the construction of new structures replicating old historic period architecture.

Simultaneous with this site planning exercise, Staff was approached by a business prospect indicating an interest in building a small-scale event center in the south Westminster area. The prospect has taken particular interest in the old shop site. Given this inquiry, Staff proceeded to evaluate the feasibility of being able to physically place such a facility upon the constrained site. Accordingly, a site plan was prepared showing how the event center might be accommodated on the site in a manner that is complimentary to the adjacent Bowles House (Attachment C).

Costs Estimates Relative to Site Improvements

Based on the conceptual site development plans, Staff prepared very preliminary cost estimates to improve the property, as follows:

Structural Demolition	\$ 50,000
Driveway, Parking and Sidewalks	\$251,449
Park Improvements and Landscaping	\$432,660
Total	\$734,109

Options for Implementing Improvements

- 1) The first option relative to use of the old shop site is to suspend further planning and implementation efforts at this time, continue the present use of the facility, and revisit the project several years out. This option would require no immediate investment on the part of the City relative to improving the site, but may require considerable levels of funds for continued maintenance and upkeep of the existing buildings.
- 2) A second option would involve proceeding with minimal improvement to the site by relocating the current uses and demolishing structures. This would require more immediate funding to demolish and remove the structures, estimated at about \$50,000, but would assist in removing the visual blight from the property. The City could then improve the property as funding permits.
- 3) A third option would be to pursue a partnership with a prospective business venture allowing use of the site by the business. Through this option, the City could require the business to incur the cost to make proposed public improvements in conjunction with the private improvements. Through such a partnership, the City could either sell or lease the land upon which the private improvements would be made. Staff considers this option as potentially viable as a means of more quickly improving the visual and functional quality of the site at nominal or no cost to the City.

Finding a private-business prospect to partner with the City seems viable given Staff has more recently been approached by a development/business prospect interested in building a small event center on the property. The Winfield House, Inc. has requested consideration to construct a 4,000 to 6,000 square foot event center on a small portion of the City-owned property. The event center would cater to weddings, reunions, small business meetings, and similar functions. The prospect has expressed an interest in purchasing the land “required” for the event center and operations thereof, but would also entertain a land-lease arrangement in lieu of a purchase. In addition to constructing the building, the prospect would be required to incur the cost of constructing the parking lot and improving the adjacent park in accordance with City requirements.



If Council chose to pursue a private partnership as a viable option. Staff would proceed to negotiate and prepare a formal proposal for further Council consideration. Staff has not as yet prepared a pro-forma to determine the financial viability related to this prospect. A financial pro-forma would be prepared in conjunction with any negotiations related to the project.

- 4) A fourth option would be for the City to proceed with improving the property as a park that could include the construction of a number of small buildings providing opportunity for leasing such premises to small businesses. Under this option, the City would gradually incur the full cost of improving the property. Dependant upon potential lease space, the City may be able to recapture some of the cost of improvements.

#### Relocation and Facility Use Issues

Staff from the Community Development (CD) Department, PRL and PWU have met and discussed potential reuse and redevelopment of the property. All Departments were in concurrence that revitalization efforts in the area are valuable and that the eventual redevelopment of the site should be considered to dramatically improve the visual appearance along 72<sup>nd</sup> Avenue. However, it is equally important to the PRL Department that storage and operational uses present on the property need to be addressed prior to moving forward with any plans to demolish the existing buildings, which presently serve their needs. The temporary storage of debris and material was determined to not be problematic as other options are available. Accordingly, CD and PRL staff are working together to identify and secure new space to accommodate these needs. Further, improvements to the site would only proceed upon finding appropriate replacement space.

Staff has been working to identify space availability within the City's other facilities. Staff has found that the "District 50 Ambulance" building, at 76<sup>th</sup> Avenue and Stuart Street, could be available to relocate the PRL operations and possibly the bus. The ambulance building has served to store some Fire Department paraphernalia and equipment. With the completion of the new Fire Station # 2, the Fire Department intends on relocating equipment within the ambulance building to the old Fire Station #2. This would free up the ambulance building for other City needs. More recently, the Westminster Historical Society has requested use of the ambulance building for offices and storage. Given this recent request, Staff is in the process of working with the Historical Society to explore meeting their needs either at the old District 50 building or at the recently acquired Rodeo Market building. Another relocation opportunity for City storage needs lies in the City's recent acquisition of the "Brauch" property on the extreme westerly City limits, upon which facilities exist for storage. Demolition of the structures at the old City Shop site would not proceed until such time as the relocation issue is addressed to the mutual satisfaction of all involved parties.

Staff believes the old City shops site provides a significant and immediate opportunity to create a south Westminster gateway from the west that would be critical to resurrecting the historic significance and profile of the area. Accordingly, Staff is requesting direction from the City Council relative to moving forward with this project.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment(s)

- A. Site Location and Conditions Aerial Map
- B. Conceptual Development Plan -- Multiple Buildings
- C. Conceptual Development Plan – Event Center

Information Only Staff Report  
April 5, 2004



SUBJECT: 2004 Year-to-Date Council Expenditures

PREPARED BY: Emily Moon, Management Analyst

**Summary Statement:**

This report is for City Council information only and requires no action by City Council.

The attached document is a listing of all 2004 City Council Expenditures by each account. This report includes all posted expenditures from the beginning of the year through February 29, 2004.

### **Background Information**

The following report is a listing of City Council expenditures by each account for January through February 2004, as posted by March 17, 2004. As of February 29, 2004, 16.67% of the year has passed and Council has spent approximately 10.26%, or \$19,322 of its budget.

City Council's total budget for 2004 is \$188,260. The largest portion of Council's total budget is the salaries account, comprising over 41% of the total budget.

To date, City Council's largest expense has been in the salary account, with expenditures year-to-date totaling \$10,280.56, or 13.3% of the \$77,500 budget. Other major expenses year-to-date include spending 100% of the funds budgeted for computer lease payments for the year (\$4,351); Staff routinely makes all of the lease payments at the beginning of the year. The only other account that has expended more than 16% of its total budgets is mileage (19.7%).

The budget is a planning tool and represents a best estimate regarding actual expenditures. Staff will make budget revisions to balance accounts for the year. If you have any questions about items included in this report, please contact Emily Moon at 303-430-2400 ext. 2136, or at [emoon@ci.westminster.co.us](mailto:emoon@ci.westminster.co.us).

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment