

## JOINT CITY/COUNTY MEETING

October 13, 1998

The Mesa County Commissioners and Grand Junction City Council met on the 13<sup>th</sup> day of October, 1998, at 9:07 a.m. in the County Commissioners hearing room at 750 Main Street. Those present were Commissioners Doralyn Genova and Kathy Hall, Commissioner Chairman Jim Baughman, and Acting County Clerk Bert Raley.

Chairman Jim Baughman called the meeting to order. Commissioner Genova led in the Pledge of Allegiance.

It was reported by Planning Director Kathleen Sellman that there were no additions or deletions to the consent agenda. The County Commissioners went directly into the Administration portion of their agenda to discuss the 1998 Intergovernmental Agreement between the City of Grand Junction and Mesa County relating to City Growth and the Joint Policy Making for the Persigo Sewer System. The discussion convened at 9:11 a.m. City Council members present were Mayor Janet Terry, Reford Theobald, Cindy Enos-Martinez, Earl Payne, Gene Kinsey and Mike Sutherland. Jack Scott was absent. Also present were Assistant City Attorney John Shaver, Community Development Director Scott Harrington, Communications Director Kristin Winn, and City Clerk Stephanie Nye.

Chairman Baughman stated one half hour of testimony will be allowed on the subject. He asked that comments be limited to new information regarding the final draft of the agreement. Chairman Baughman introduced City Council members present.

Mayor Janet Terry said the City and County gathered and reviewed all the testimony which had been taken at the past four public meetings (approximately 8 to 10 hours). They feel the comments have been analyzed and the questions answered in this agreement. They have simplified some areas of the agreement and made other changes. That is why today it will be more appropriate to take new comments.

Commissioner Kathy Hall introduced Representative Matt Smith who was seated in the audience.

Commissioner Baughman opened the hearing at 9:15 a.m.

Public testimony was taken at this time.

Keith Clark stated he was not in opposition to the agreement. He only saw the agreement this morning and has not had ample time to review it, and understood

the County Commissioners had only seen it yesterday. Therefore, he requested the item be tabled again. He urged the Commissioners not to be brow beaten by the City Council into signing something they may regret in the future. Mr. Clark said a few years ago the City decided it was going to cram the widening of Patterson Road down the throats of the community. As a result, many of the Councilmembers were recalled by the citizens of Grand Junction.

Commissioner Kathy Hall clarified the Commissioners have had the final version of the draft for one week and one day. She explained the agreement allows people to have sewer without being annexed to the City. This is the first time Mesa County has had any say in the Persigo operation whatsoever. This agreement allows County policy decision making, and control of annexation.

Commissioner Genova said she did not get the final draft until yesterday. Commissioner Hall said the draft which the Commissioners have had for the past week was this very same draft with all the amendments highlighted.

Councilmember Earl Payne said these discussions began 18 months ago. He objected to Mr. Clark saying the City Council is trying to cram this agreement down the County Commissioners' throat. The 1980 agreement which gives the City all powers (power of attorneys, right to annex) has been redefined in this agreement. This agreement gives consent to ownership, to control, to operations of the plant. He would like to hear Mr. Clark say this proposed agreement is not better than the 1980 agreement.

Mr. Clark said the City Council created a firestorm both in the Clifton and Fruitvale area as well as the Redlands area. The Council had to bow to public opposition. The concessions in the proposed agreement may be exactly what is needed, but he was told that if this agreement is not signed by the County Commissioners, negotiations between the City and County will stop. He felt that is blackmail.

Councilmember Theobold said it is the fundamentals of negotiation. The City Council and the County have negotiated for 18 months.

Mr. Clark conceded 18 months is a long time, but again requested the County Commissioners table the decision on this agreement so the public can know what is in the agreement.

Councilmember Theobold said 18 months have been spent on this agreement, and the City has done nothing in terms of dealing with growth during that period. He felt the City and County has come up with an agreement all can live with or else there will never be an agreement. He suggested that forthcoming testimony be taken from those who have taken time to read the agreement which has been available in its changing status.

State Representative Matt Smith spoke representing his constituents. In the past, his firm has represented the City of Grand Junction in connection with some of the matters concerning Persigo. He was appearing at this meeting in a legislative capacity. He only received his copy of the agreement this morning and had not had the opportunity to review it. He was the chief sponsor of House Bill 1099 regarding annexation. His comments refer to HB1099. They were attempting to reach some semblance of balance. Cities make the move forward for annexation. The County is somewhat powerless on certain forms of annexation, with very little say. The Bill provides for utilization of rights-of-way for purposes of completing a flagpole annexation. The testimony before the legislature in the Statute was never intended to allow those types of rights-of-way. That was taken out of the Bill with the approval of the Colorado Municipal League. The second provision was the utilization of powers of attorney. Powers of Attorney may only be used for a period of five years from the day they are written, or five years from the passage of the Bill if they were in existence on that date. He repeated these two provisions have been called to the attention of the City and County at the request of his constituents, both City and County. HB1099 was not intended to do away with annexation.

Mayor Janet Terry said the City intends to comply with State Statutes.

Commissioner Hall said Persigo belongs to the citizens in the 201 Sewer District, whether the residents are in or out of the City.

Chairman Baughman understood that HB1099 states County right-of-way cannot be used for flagpole annexation. Representative Smith said no right-of-way, whether it be County, State or any other entity, can be counted in the portion of the boundary which would be allowed for a flagpole annexation. A contiguous connection with the City would be required.

Bob Engelke asked for clarification on Item #42 in the agreement, which discusses the relationship of people who live around property that is being discussed: "Any zoning or land use decision undertaken by the City whose persons who own property within the area of the City's standard notification, and which is not within the City's limits, shall be entitled to the same rights of appeal and participation in the land use review process as City residents." He applauded the intent, but asked if it allows them to participate in a referendum or a recall action.

Mayor Terry said Item #42 gives those residents legal standing to do whatever is allowed in the City's Charter.

Mr. Engelke asked if it would give all citizens voting privileges. Mayor Terry said non-City residents cannot vote in City elections.

Mr. Engelke asked what then has been accomplished in Item #42. Commissioner Genova addressed Section 17(a) which says if you are a citizen and City Council (under Item #42) has ignored your concern over zoning, you may go back to your elected representatives (Mesa County Commissioners) and they may ask on your behalf. Commissioner Genova noted the County has not given up any present standing, but has added a standing in Item #42.

Mayor Terry asked Assistant City Attorney John Shaver to clarify Mr. Engelke's questions.

Assistant City Attorney John Shaver said City residents have the right of initiative and referendum under the City Charter. The County residents, likewise, may have similar powers under the State Statutes or the State Constitution. Item #42 allows individuals to participate in a legal process (attending the hearings, participating as if the people that are objecting were within the governmental jurisdiction of the body that is making the decision). It is not additional to the City Charter, the State Statutes or the State Constitution. Those laws will continue to exist. This acknowledges that individuals, as well as the County Commissioners, have rights to participate in the process. It is not a detailed litany of those rights.

Mr. Engelke was still concerned that if this gives some rights to people who live around a project, it gives rights and privileges to everyone except the property owner. Mayor Terry clarified that the agreement does not take anyone's rights away. The rights of property owners have been addressed in stating everything the City does must be in compliance with the State along with the City Charter.

Mr. Engelke said interpretations can differ. He stated his support for all three of the County Commissioners. He believed in the functions of cities. He also believes his vote is important. He has not had an opportunity with the City Council, yet Council will be making decisions which will affect his neighborhood. He has no recourse, which is a concern. He is not comfortable with his neighborhood being controlled by people which he has no direct connection with. Councilmember Theobald said the vacant property around Mr. Engelke only comes under the City's process if the property owner decides he wants to develop.

Mr. Engelke said property rights mean nothing if the property is not developed. It's when things change that planners or Councils affect properties. Council doesn't cause things to happen, Council directs the outcome.

Councilmember Theobald said Mr. Engelke's point is correct, although the vast majority of that directing has already been done by the City, the County and hundreds of citizens through the Master Plan.

Mayor Terry said these two bodies have tied the current and future City Council and County Commissioners to jointly work on land use decisions if they are not in

compliance with existing zoning over the plan, and therein lies Mr. Engelke's right to participate in those land use decisions. Any changes to be made must be made jointly by the City and the County. She said Mr. Engelke has the same power as any other citizen, in or out of the City, in any future land use decision.

Mayor Terry said she and any of the Councilmembers will be happy to sit down with Mr. Engelke and share their views.

Commissioner Genova said any land use decision being made in the County, which is within a certain area, is reviewed by the City. The City would also send to the County any land use decision that is within their area dealing with infrastructure, roads, etc. It's a review agency process which is in place and works well. Mr. Engelke said the commissioners in Weld County still reserve the right to make the final decision, which is a significant difference.

Councilmember Theobald appreciated Bob Engelke's reading the drafts as they have become available, keeping up to date on the changes, and comments being made based on being informed.

Ila Mae Keithley referred to page 2 which reads: "The agreement should resolve all issues that were in dispute in the lawsuit." She recalled one of the issues was the ownership of the Persigo Wastewater Plant. She did not see that issue addressed in the proposed agreement. She asked who, indeed, owns the plant as of October 13, 1998. Mayor Terry noted the top of Page 2 reads: "This agreement between the City and the County addresses the following goals and community values:" She referred to item "a" which says: "The system was constructed and will be operated for the benefit of the current and future users in the 201." Commissioner Hall explained the ownership is the "users" of the 201 Sewer District. Councilmember Sutherland said the residents of the 201 sewer district are the owners of the plant since they have paid tap fees for the operation and construction of the plant.

Mayor Terry asked County Attorney Lyle Dechant for interpretation.

County Attorney Lyle Dechant said the plant will be owned and operated for the benefit of the users within the 201 area. The parties will continue to jointly own and operate the facility. The whole concept is joint ownership.

Mrs. Keithley asked if that statement could be included in the agreement for clarification. Assistant City Attorney John Shaver said in terms of remedies, it may ultimately answer the question of ownership if there is a breach of the agreement. The agreement, as written, doesn't contemplate ownership as an issue, as long as the operational matters are being addressed. If a breach were to occur, a "here's the keys" remedy will answer the question.

Mrs. Wealthy Lurvey asked if a deed is on file at Mesa County, because a number of the residents have papers which firmly state the County is the sole owner of the sewer plant.

Councilmember Theobald said there are separate deeds, one for the land and one for improvements. That is the reason the proposed agreement resolves that question.

Tom Foster said the phrase “turn over the keys” bothered him. He asked how much of a violation of the agreement will be necessary in order to initiate this “turn over the keys” issue. What process is required to determine that it’s time to “turn over the keys.” He referred to a paragraph on the first page: “So that the integrity of the City and County planning efforts is not threatened in the joint planning areas, the parties will not allow growth inconsistent with the Master Plan adopted by each entity or by the Planning Commission of each, or the existing zoning.” Mr. Foster said the County-wide land use plan is not a binding plan, but an advisory plan. If it’s an advisory plan, it leaves some flexibility or discretionary decision to be made by the Planning Commission and the County Commissioners.

Mayor Terry said the paragraph quoted by Mr. Foster is a “goal.” The purpose of goals in this type of document is to help establish why things happened the way they did if there is ever any legal jurisdiction which interferes and comes into play with this document. She said Section 11 on page 4 defines how land use decisions will be made. It says the City and County agree to abide by the Plan, the existing zoning, or if there needs to be a change to any of those, they will agree to look at those jointly and make joint decisions, and give responses to those decisions within a month of each other.

Mr. Foster asked if the Planning Commission ratifies the action by the City so any possible trigger that might trigger the “hand over the keys” issue is circumvented. Mayor Terry and Commissioner Hall answered yes. Mr. Foster said that cleared up his question.

Chairman Baughman asked County Attorney Lyle Dechant to explain legally the “here are the keys” remedy. Mr. Dechant said it was intended to be that a breach needed to be something fairly severe. Each and every provision of this agreement, if it’s violated, can constitute a breach. But the document clearly contemplates a review process. He referred to paragraph 34 on page 11. He also referred to Paragraph 27(c) which says: “If either party breaches or otherwise fails to comply, the parties agreed, at upon declaration of a court of competent jurisdiction, .....”. Combining that paragraph with paragraph 34, establishes a notification and discussion process, and ultimately a declaration by a court. It is not something to be taken lightly.

Commissioner Hall said under (b) it’s clear exactly what the process would be.

Councilmember Theobold said if there is agreement that there has been a breach, the party that has breached the contract has 120 days to cure it. Mr. Dechant agreed.

Councilmember Sutherland said it has been requested that the agreement be prepared with simple language. When you get into complicated issues such as remedies, it must meet legal requirements for wording and verbiage. That is why the agreement will never be worded as simply as desired.

Jim Dyer spoke representing ten families. He has submitted letters in the past to the County Commissioners, the Grand Junction City Council and the Fruita City Council regarding the buffer zone, the zoning and use of the Persigo Wash or 201 zoning area. This document will affect him when the boundaries are changed. If the current zoning cannot be used, it devalues their property.

Mayor Terry said if the proposed agreement is approved, it doesn't mean it is changing any boundaries. The documents refer to the "proposed" boundary of the 201. There needs to be public meetings on each of the boundary adjustments. Mr. Dyer said he and his constituents expect fair and equitable treatment from both the City and the County, and should not have to retain an attorney to receive such treatment.

David Dearborn said he agrees with Keith Clark. He felt using 14 to 15 hours to review this agreement is too short a time. He thought it will possibly create disconnected municipal satellites, and it may be a dangerous agreement in that flagpoles will cause a lot of confusion as to what is the City and what is the County. It will create a lot of animosity. He felt more thought needs to be given to this agreement.

Mayor Terry reiterated that nothing has changed in this document for the past week, with some minor tweaking in the past 24 hours. Commissioner Hall said nothing has changed other than the stronger language for standing for the County residents.

Commissioner Genova asked the City and County attorneys to come forward and address the annexation of rights-of-way and powers of attorney. Councilmember Theobold felt the argument that the legislature can invalidate an agreement is highly questionable, but did not feel it was necessary to discuss litigation at this time. Chairman Baughman disagreed. Councilmember Theobold asked if it is important for all to agree on an untested legal claim.

Representative Smith said the portion of the agreement dealing with Powers of Attorney could be changed by inserting "if any should survive pursuant to law" after the word "released." It would preserve Councilmember Theobold's argument. Councilmember Theobold disagreed, as he did not want it to appear

as though they are changing their agreement and conceding a legal point which has been untested in court.

Assistant City Attorney Shaver read Section 31-12-106(8): "With no power of attorney providing the consent of a land owner to be annexed by a municipality pursuant to this section shall be valid for a term of more than five years, and no such power of attorney executed before the effective date of this sub-section 8 shall be valid for a term of more than five years after the effective date of the sub-section." The effective date is May 27, 1997. The issue is the question of impairment of contract. With power of attorney executed over the years, there has been an exchange of consideration. In allowing connection to the sewer, there has been a bargain for exchange. That is, the execution of the document which allows the City to annex the property. That is a fundamental, legal contractual relationship. In its essence, the question is whether or not the legislation which was adopted by 97-1099 can retroactively impair or affect that contractual relationship.

County Attorney Lyle Dechant agreed there are legal arguments on both sides. Originally the County interpreted it as saying five years. He concurs with Representative Matt Smith. The City Attorneys have interpreted it a little bit differently, but Mr. Dechant could see no difference. It is a moot point. Powers of attorney are not going to be used. The 2005 date was the date the Board and City Council had negotiated earlier on for a variety of things. The 2005 date comes up with regard to the eastern area and the existence of the line.

Commissioner Genova asked for clarification on the right-of-way issue.

County Attorney Lye Dechant said the right-of-way question involved the annexation of enclaves. He agreed an enclave cannot be closed with a pole created by a right-of-way.

Councilmember Theobald disagreed that the wording of HB1099 means a State or County road or right-of-way cannot be used to establish contiguity.

Mayor Terry advised that if Representative Matt Smith's interpretation is what CML or its representatives throughout the State and municipalities thought was intended, there would never have been support. It does fall under the enclave provision and deals only with that. City Council understand that rights-of-way cannot be used to close enclaves. She asked the attorneys to proceed.

Attorney Dechant said on page 7 of the agreement it is specifically stated as such. The pole of a flagpole does not create an enclave.

Attorney Shaver said 31-12-105 establishes the limitations for purposes of annexation. Section 31-12-106 specifically provides for the annexation of enclaves and areas of partially surrounded and municipally owned properties.



HB1099 amends 31-12-106(1.1): "Exception to the annexation of enclaves. No enclave may be annexed pursuant to (1) of this section if (a) any part of the municipal boundary or territory surrounding such enclaves consists at the time of annexation of the enclave of public rights-of-way, including streets and alleys, that are not immediately adjacent to the municipality on the side of the right-of-way opposite to the enclave, or (b) any part of the territory surrounding the enclave was annexed to the municipality since December, 1980, without compliance with Section 30 of Article II of the State Constitution". One could not read that provision consistently if you could not use the rights-of-ways for purposes of annexation.

Representative Matt Smith said the question has come up from the public standpoint because in paragraph (a) there was nothing said. With regard to paragraph (d) and the language that you've selected, "The parties agree that the pole of a flagpole does not create an enclave." He said that statement covers what the Statute does. To correct statements that are being made it says "No portion of any right-of-way can be utilized." That is not to complete the enclave, but no part of that can be counted into the completion of an enclave. It's broader than just "closing out" an enclave.

Mayor Terry said it does not say no part of the right-of-way can be used to complete a flagpole, which is what Mr. Smith said earlier.

Representative Smith responded that Mayor Terry's statement earlier was that the right-of-way cannot be used to complete. That is a correct statement. But it also goes on to say that no part of that can make up the enclave. If the City is there and you can complete the enclave, that is legal. But you cannot utilize any right-of-way to make up the closure of an enclave. Mayor Terry apologized for misunderstanding Mr. Smith's earlier statement.

Representative Smith suggested under paragraph 20, without prejudicing the argument that Councilmember Theobold is talking about, inserting after the word "release" the words "if any should survive pursuant to State law" or "if any should survive." The theory is a private land owner could read this agreement and think he could be annexed. This document needs to satisfy the question that we could close out and satisfy the concerns of the members of the public.

Councilmember Theobold said it makes a legal concession that does not need to be made.

City Attorney Shaver said a more literal reading of that paragraph talks about a release date. It says "Any power of attorney which has not been exercised or released as of December 31<sup>st</sup>, 2005." In fact, it is not arguing with the Statute as to the five year applicability. It simply says "exercised or released." That does not address the statutory question. If the Statute exists and provides for an independent remedy that says the power of attorney will expire by operation of Law in five years, then it is expired.

Mayor Terry said the reason this was included in the agreement is because of the fact that the State legislature could enact some sort of provision that could affect this agreement. Therefore, those documents would stay in place until such time that they were no longer valid.

Councilmember Sutherland said if all present recognize publicly and into the record that "released" also includes interpretations of Statute, are we not saying the same thing is being said without concessions as to the legal interpretation of that bill. Councilmember Theobald thought that statement was more accurate.

Commissioner Baughman opened the meeting for board discussion. He commented he had received many phone calls from the public saying they need more time to review the proposed agreement. He suggested delaying the vote until further review by the public.

Commissioner Genova said two hours of testimony have been taken this morning. (Both the City and County attorneys satisfied concerns as did Representative Smith.) She was ready to vote on the proposed agreement. She wished to go on record as saying she told Keith Clark she received the final version of the agreement yesterday. She had the lined document early on so it was a misunderstanding.

Councilmember Payne agreed with Commissioner Genova and was ready to vote. He could see no advantage in postponing the vote any longer.

Commissioner Genova stated the County's concerns with the powers of attorney and enclaves have been addressed thoroughly in the proposed agreement.

Commissioner Hall agreed. She stated the agreement also protects those who do not wish to be annexed.

Councilmember Sutherland said the agreement is an important tool to implement the Master Plan.

Commissioner Genova said the City proposes to grow with some contiguity, and has offered incentives such as parks, better street improvements, fire station, etc. to that end.

Councilmember Sutherland said there are existing enclaves which have caused problems for the County regarding urban services. The City has agreed to work diligently to bring those enclaves into the City. As a County resident as well as a City resident, he also has an interest in seeing the County concentrate on the more rural aspect of County government and provision of services. It will not be easy, but it has helped the City move forward as a community.

Councilmember Payne reiterated that the owners of Persigo are the 201 users. The elected officials represent the owners.

Chairman Baughman said he will not vote for this agreement for the following reasons:

- (1) the biggest disadvantage is that it continues and makes a bad situation worse. It continues the erratic, irregular municipal boundaries of the City of Grand Junction for decades. The hop-scotch method of delivering municipal services and defining the boundary of the City of Grand Junction and Mesa County will be inter-dispersed for years to come;
- (2) he disagrees that forced annexation has been eliminated by this agreement;
- (3) the agreement mandates that Mesa County give up land use jurisdiction of new development within the 201 to the City of Grand Junction;
- (4) the agreement provides incentives to encourage annexation, which is great, but the agreement talks about the City and County providing these incentives. The City of Grand Junction is responsible for providing such incentives, not Mesa County. The incentives need to be clear and agreed upon before annexation takes place;
- (5) the agreement does not allow the owner of new development the right to choose annexation. New development will automatically be annexed just because someone chooses to develop. In the past there was an agreement reached between the City and the property owner/developer. Such an agreement has been removed in the proposed agreement;
- (6) the City of Grand Junction will not consent to abolishing the powers of attorney until December 31, 2005;
- (7) the agreement allows modification of the 201 boundary; and
- (8) the agreement continues "cherry picking" the new commercial and residential development. The growth should include the old with the new, the good with the bad, and not just new development. For those reasons, Chairman Baughman could not support the proposed agreement.

Councilmember Theobold said the reason the powers of attorney are in the agreement with an expiration date is to place the City on even ground with the County who can always refile the lawsuit. The “cherry picking” observation was unclear to him. He did not feel all new development coming into Grand Junction is “cherry picking” because it doesn’t matter the size or quality, it’s all going to be treated equally. All developments will come through the City’s process. The agreement must be something the two bodies can live with. There are two fundamental questions:

- (1) Is this document better than what is currently being used?
  - (2) Is this document the best that each side can negotiate for itself?
- Councilmember Theobold’s answers were yes to both questions.

Mayor Terry said this has been a long process and there has never been any intention on behalf of the City Council, to develop this agreement in order to coerce, land grab, or create more City. The Council felt it needed to change the way it has been operating in the past for the betterment of both the City and County residents. They wanted to do it together with the Mesa County Board of Commissioners. The goal was to have the urban area grow and develop and be taken care of in terms of sewer provision in accordance with the Master Plan which was outlined by the citizens for the City and County to follow. She believed the proposed agreement attempts to accomplish that. She was ready to vote.

County Attorney Dechant said in order to have the adoption be technically correct, one of the bullets on page 16 of the document for the second and third items needs to be only one, thus combining both items. Exhibit “A” (map) was posted on the wall of the hearing room and was intended to be attached to the agreement.

City Attorney Shaver said the attached map will be a reduced version of the one posted on the wall.

Commissioner Hall noted that one of the purposes of this agreement was to preserve agricultural land and the rural characteristics of the community.

Upon motion by Commissioner Hall, seconded by Commissioner Genova and carried with Chairman **BAUGHMAN** voting **NO**, the 1998 Intergovernmental Agreement between the City of Grand Junction and Mesa County relating to the City Growth and the Joint Policy making for the Persigo Sewer System was approved, and Commissioner James R. Baughman, Chairman of the Board of County Commissioners, was authorized to sign the agreement.

It was moved by Councilmember Payne and seconded by Councilmember Sutherland that the 1998 Intergovernmental Agreement between the City of

Grand Junction and Mesa County relating to the City Growth and the Joint Policy making for the Persigo Sewer System dated October 13, 1998, with the changes noted by County Attorney Lyle Dechant, be approved.

Roll was called on the motion with the following result:

**AYE: KINSEY, PAYNE, SUTHERLAND, THEOBOLD, TERRY.**

**NO: NONE**

**ABSTAIN : ENOS-MARTINEZ**

Mayor Terry read into the record a letter from Councilmember Scott stating the reason for his absence from this meeting and his approval of the proposed agreement (attached).

Mayor Terry announced there will be a process of implementation. City Staff will be directed to review an implementation plan and get back with Council in two weeks. The plan will give direction to City and County residents as to where they will go for land use review.

Chairman Baughman asked County Attorney Dechant if notation could be made under his signature on the agreement that he did not vote in favor of the agreement. Mr. Dechant said it would be inappropriate. One of the duties as Chairman is to enact and put forward the actions of the Board. The record clearly shows Commissioner James R. Baughman did not vote in favor of the agreement. As Chairman of the Board of County Commissioners, Mr. Baughman was required to sign the document.

Chairman Baughman was concerned that 20 or 30 years from now his signature will be on the agreement, causing residents to think he was in favor of the agreement, although he voted against it.

The document was then signed.

**RECESS**

A brief recess was declared at 11:05 a.m. Upon reconvening, all members of the Board of County Commissioners and all City Councilmembers were present except for Councilmembers Sutherland and Scott. Chairman Baughman reconvened the hearing at 11:15 a.m.

County Attorney Lyle Dechant said the two originals of the agreement are labeled with the date of October 13, 1998, 8:50 a.m., each containing the revised Page 16.

Chairman Baughman noted the County Attorney has advised him he has no recourse in not signing this agreement. The vote reflects he has voted against the agreement. For the record, he has signed the agreement reluctantly and against his will.

Tom Foster congratulated the County Commissioners and the City Council on their unity, and hoped to see it continue for many years.

The Grand Junction City Council left the meeting at 11:18 a.m.

Stephanie Nye, CMC/AAE  
City Clerk

**October 13, 1998**

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250 North 5th Street  
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Phone: (970) 244-1501  
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October 6, 1998

Janet Terry, Mayor  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

Dear Mayor Terry,

Due to a prior commitment I will unable to attend the October 13, 1998 City Council and Board of County Commissions joint meeting to vote on the Persigo Sewer System Agreement. I have read the final agreement with all corrections dated October 5 and feel it is a good and fair agreement for the citizens of Grand Junction and Mesa County. I support the agreement 100%. If I were present, I would vote in favor of accept-ing the agreement.

Sincerely,

Jack Scott  
City Council Member, District D

jslpersigo.ltr

cc: City Council