

**GRAND JUNCTION CITY COUNCIL  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
AGENDA**

**WEDNESDAY, MAY 2, 2001, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation - Joe Jones  
Redlands Pentecostal Church of God

**PROCLAMATIONS / RECOGNITIONS**

PRESENTATIONS TO MAYOR GENE KINSEY, COUNCILMEMBER EARL PAYNE AND COUNCILMEMBER JACK SCOTT FOR THEIR SERVICE TO THE COMMUNITY

PROCLAMATION DECLARING MAY 12, 2001 AS "GRAND JUNCTION LETTER CARRIERS STOCK THE COMMUNITY FOOD BANKS DAY" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING THE WEEK OF MAY 6, 2001 AS "NATIONAL TOURISM WEEK" IN THE CITY OF GRAND JUNCTION

**CITIZEN COMMENTS**

**\*\*\* CONSENT CALENDAR \*\*\***

1. **Minutes of Previous Meetings** [Attach 1](#)

*Action: Approve the Summary of the April 16, 2001 Workshop and the Minutes of the Regular Meeting April 18, 2001*

2. **Use of Undergrounding Funds Held by XCEL Energy for 29 Road Improvement Project, Phase 1** [Attach 2](#)

Overhead to Underground funds have been programmed for the 29 Road Improvement Project. The first phase of the project will underground power lines from 850 feet south of North Avenue to 425 feet north of North Avenue.

Resolution No. 42-01 – A Resolution Authorizing Public Service of Colorado dba XCEL Energy to Use the City of Grand Junction Overhead to Underground One Percent (1%) Funds for the 29 Road Improvement Project, Phase 1, as Established in the Ordinance Granting a Franchise Signed November 4, 1992

*\*Action: Adopt Resolution No. 42-01*

Staff presentation: Tim Moore, Public Works Manager

3. **Easement across City-Owned Property to the Public Service Company of Colorado for a Natural Gas Pipeline** [Attach 3](#)

Public Service is in the permitting stage with the Bureau of Land Management and Mesa County to install a 6-inch high-pressure natural gas pipeline from Whitewater to Palisade. The pipeline will cross 3 City properties located on east Orchard Mesa.

Resolution No. 43-01 – A Resolution Authorizing Conveyance of an Easement across City-owned Property in Whitewater to Public Service Company aka EXCEL Energy

*\*Action: Adopt Resolution No. 43-01*

Staff presentation: Greg Trainor, Utilities Manager

4. **Agreement for Surplus Water from Green Mountain Reservoir** [Attach 4](#)

Five-year, no-charge agreement between the Bureau of Reclamation, the Town of Palisade, City of Grand Junction and the City of Fruita for delivery of surplus water from Green Mountain Reservoir, to the Colorado River between Palisade and Loma, for instream municipal recreation purposes with incidental benefits to endangered fish species.

*Action: Authorize the City Manager to Sign the Agreement for Surplus Water from Green Mountain Reservoir*

Staff presentation: Dan Wilson, City Attorney  
Greg Trainor, Utilities Manager

5. **Setting a Hearing on Grand Meadows Annexation Located at 30 Road and Gunnison Avenue** [File #ANX-2001-080] [Attach 5](#)

Resolution for referral of petition to annex Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

a. **Referral of Petition for Annexation, Setting a Hearing and Exercising Land Use Control and Jurisdiction**

Resolution No. 44–01 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control – Grand Meadows Annexation Located at 30 Road and Gunnison Avenue and Including a Portion of the 30 Road Right-of-Way

*\*Action:* Adopt Resolution No. 44-01

**b. Set a Hearing on Annexation Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Grand Meadows Annexation, Approximately 9.65 Acres Located at 30 Road and Gunnison Avenue and Including a Portion of the 30 Road Right-of-Way

*Action:* Adopt Proposed Ordinance on First Reading and Set a Hearing for June 6, 2001

Staff presentation: Lisa Gerstenberger, Senior Planner

6. **Setting a Hearing on C & K Annexation Located at 2521 River Road**

[File #ANX-2001-092]

[Attach 6](#)

Resolution for referral of petition to annex the C & K Annexation located at 2521 River Road.

**a. Referral of Petition for Annexation, Setting a Hearing and Exercising Land Use Control and Jurisdiction**

Resolution No. 45–01 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control – C & K Annexation Located at 2521 River Road

*\*Action:* Adopt Resolution No. 45-01

**b. Set a Hearing on Annexation Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, C & K Annexation, Approximately 9.935 Acres Located at 2521 River Road

*Action:* Adopt Proposed Ordinance on First Reading and Set a Hearing for June 6, 2001

Staff presentation: Lisa Gerstenberger, Senior Planner

7. **Setting a Hearing on Zoning Gamble/Sage Annexation Located at 3070 I-70B**  
[File #ANX-2001-043] [Attach 7](#)

The petitioner had requested the zoning designation of C-2 (Heavy Commercial) be placed upon the property upon annexation to the City. Upon review of adjacent County and City zoning, Staff is suggesting the zoning designation of C-1 (Light Commercial) be recommended. The applicants are currently in the site plan review process for a new office building and enclosed workshop/garage facility with screened outdoor storage.

Proposed Ordinance Zoning the Gamble/Sage Annexation to Light Commercial (C-1), Located at 3070 I-70 B

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 16, 2001*

Staff presentation: Lori Bowers, Associate Planner

8. **Setting a Hearing on Zoning Snidow Annexation Located at 3165 D Road**  
[File #ANX-2001-062] [Attach 8](#)

This 34.14-acre annexation consists of one parcel of land. Request for first reading of the zoning ordinance to rezone the annexation area from County AFT to City C-2. The rezone area is located at 3165 D Road and includes portions of the 29 5/8 Road and D Road Rights-of-Way.

Proposed Ordinance Zoning the Snidow Annexation to the General Commercial (C-2) Zone District, Located at 3165 D Road

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 16, 2001*

Staff presentation: Pat Cecil, Development Services Supervisor

**\*\*\* END OF CONSENT CALENDAR \*\*\***

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**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

9. **Consider Rescinding Eminent Domain Action for 159 Colorado Avenue**  
[Attach 9](#)

On March 21, 2001, Council adopted Resolution No. 26-01 to enact possible condemnation proceedings to attain Colorado Catfish Company. This resolution rescinds the action directed in Resolution No. 26-01.

Resolution No. 46-01 – A Resolution Rescinding the Authority to Exercise the City's Power of Eminent Domain as it Relates to Lots 11 and 12, Inclusive, Block 122

*\*Action: Adopt Resolution No. 46-01*

Staff presentation: David Varley, Assistant City Manager

10. **Public Hearing - Correcting the Zoning for Faircloud Subdivision, Located at the Northeast Corner of F½ Road and 30 Road** [File #FPP-1999-280R]

[Attach 10](#)

Faircloud Subdivision was mistakenly zoned to RSF-4 with adoption of the new zoning map. It should have been zoned to PD to reflect the approved PR 3.4 zone on the parcel as part of the approved Faircloud Subdivision. At its hearing on April 10, 2001 the Planning Commission recommended approval of this request.

Ordinance No. 3341 – An Ordinance Correcting Zoning of the Faircloud Subdivision, Located at the Northeast Corner of F½ Road and 30 Road from RSF-4 to PD

*\*Action: Adopt Ordinance No. 3341 on Second Reading*

Staff presentation: Bill Nebeker, Senior Planner

11. **Public Hearing - Vacating Florida Street Right-of-Way in White Willows Subdivision, Located at 2851 D Road** [File #VR-2001-059]

[Attach 11](#)

In conjunction with the approval of White Willows Subdivision Filing 1, the applicant requests to vacate Florida Street right-of-way within the boundaries of this development. The purpose of the vacation is to align the street with the existing location of the water and sewer lines, which is approximately 100 feet south of the unimproved right-of-way. At its hearing on April 10, 2001, the Planning Commission recommended approval of this request.

Ordinance No. 3342 – An Ordinance Vacating Florida Street Located at the 28½ Road Alignment within the Approved White Willows Subdivision, being a Portion of Bevier Subdivision

*\*Action: Adopt Ordinance No. 3342 on Second Reading*

Staff presentation: Bill Nebeker, Senior Planner

12. **Public Hearing - Supplemental Appropriation Ordinance for the 2001 Budget**  
[Attach 12](#)

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Ordinance No. 3343 – An Ordinance Making Supplemental Appropriations to the 2001 Budget of the City of Grand Junction

*Action: Adopt Ordinance No. 3343 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

13. **NON-SCHEDULED CITIZENS & VISITORS**

14. **OTHER BUSINESS**

15. **EXECUTIVE SESSION** to Discuss Pending Litigation - Christian v. City

16. **ADJOURNMENT**

## **Attach 1**

### **GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING**

**April 18, 2001**

The City Council of the City of Grand Junction convened into regular session the 18<sup>th</sup> day of April 2001 at 7:34 p.m. at the City Auditorium. Those present were Cindy Enos-Martinez, Earl Payne, Jack Scott, Jim Spehar, Janet Terry, Reford Theobald, and President of the Council Gene Kinsey. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson, and City Clerk Stephanie Nye.

Council President Kinsey called the meeting to order and Councilmember Payne led in the Pledge of Allegiance. The audience remained standing during the invocation by Steve Johnson, Living Hope Evangelical Free Church.

#### **PRESENTATION FROM THE CITY COUNCIL AND MESA COUNTY COMMISSIONERS TO ROBERT BRAY AND KNUTE KNUDSON FOR THEIR WORK ON THE RIVERVIEW TECHNOLOGY CORPORATION**

The Council and Mesa County Commissioners Kathy Hall and Jim Baughman expressed their appreciation to the two co-chairs of the Riverview Technology Corporation, Knute Knudson and Robert Bray, for all their hard work. A token of appreciation was presented to Knute Knudson. Robert Bray was not present.

#### **PROCLAMATION DECLARING APRIL 15-21, 2001, AS "SPECIAL OLYMPICS INSPIRE GREATNESS DAYS" IN THE CITY OF GRAND JUNCTION**

#### **PROCLAMATION DECLARING APRIL 22-28, 2001 AS "CRIME VICTIMS' RIGHTS WEEK" IN THE CITY OF GRAND JUNCTION**

#### **PROCLAMATION DECLARING APRIL 29 THROUGH MAY 5, 2001, AS "MUNICIPAL CLERKS WEEK" IN THE CITY OF GRAND JUNCTION**

#### **BOY SCOUT TROOPS #358 AND #385**

The Mayor recognized the attendance of Boy Scout Troop #358 and Troop #385.

#### **CONSENT ITEMS**

Upon motion by Councilmember Enos-Martinez, seconded by Councilmember Terry and carried by roll call vote, the following Consent Calendar items #1 through 12 were approved:

1. **Minutes of Previous Meetings**

*Action: Approve the Summary of the April 2, 2001 Workshop, the Minutes of the Special Joint City/County Meeting April 2, 2001 and the Minutes of the Regular Meeting April 4, 2001*

2. **Setting a Hearing on First Supplemental Appropriation Ordinance for the 2001 Budget**

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Proposed Ordinance Making Supplemental Appropriations to the 2001 Budget of the City of Grand Junction

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 2, 2001*

3. **25 Road Reconstruction – Highway I-70B to Patterson Road**

The following bids were received on April 10, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M.A. Concrete Construction.	Grand Junction	\$926,154.51
United Companies	Grand Junction	\$971,565.00
Bogue Construction	Fruita	\$1,024,778.25
Elam Construction	Grand Junction	\$1,174,080.00
Rolland Engineering's Estimate		\$966,155.00

*Action: Award Contract for 25 Road Reconstruction, Highway I-70B to Patterson Road, to M.A. Concrete, Inc., in the Amount of \$926,154.51*

Staff presentation: Tim Moore, Public Works Manager

4. **Engineering and Design Contract for the Riverside Bypass Project, Phase 1**

This work will develop the best alternative for the construction of the connecting road system from 24 Road along the Colorado River to the Highway 50 bridge and beyond to the connection with 29 Road.

*Action: Award Contract for Engineering and Design of the Riverside Bypass Project, Phase 1, to Kimley-Horn and Associates, Inc., in the Amount of \$326,800.85*

5. **Concrete Repair for 2001 Street Overlays**



The following bids were received on April 10, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
B.P.S. Concrete	Grand Junction	\$287,351.09
G and G Paving Construction, Inc.	Grand Junction	\$310,606.00
Vista Paving L.L.C.	Grand Junction	\$298,692.93
Reyes Construction, Inc.	Grand Junction	\$309,372.34
Engineer's Estimate		\$412,155.33

*Action: Award Contract for Concrete Repair for 2001 Street Overlays to B.P.S. Concrete in the Amount of \$287,351.09*

6. **South Camp Bicycle and Pedestrian Trail Project, Wingate School Section**

The following bids were received on March 20, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
R.W. Jones Construction	Fruita	\$68,250.54
Mays Concrete	Grand Junction	\$72,138.00
D & K Construction Management	Montrose	\$84,936.66
Colorado West Leasing	Grand Junction	\$85,954.69
Ewing Trucking & Construction	Edwards	\$96,389.50
B.P.S. Concrete	Grand Junction	\$114,991.12
Vista Paving	Grand Junction	\$133,139.75
Engineer's Estimate		\$88,964.50

*Action: Award Contract for South Camp Bicycle and Pedestrian Trail Project, Wingate School Section, to R.W. Jones Construction, Inc. in the Amount of \$68,250.54 and Waiving Irregularities in the Bid*

7. **Authorizing Sewer Connections to the Valle Vista Sewer Interceptor and Amending the Persigo Agreement Adopted October 13, 1998**

On April 2, 2001 the City Council and the Board of County Commissioners, in a joint public hearing, adopted motions authorizing certain connections to the Valle Vista Sewer Interceptor, east of 30 Road, on central Orchard Mesa.

Resolution No. 35-01 – A Joint Resolution of the City Council of the City of Grand Junction and the Board of County Commissioners of Mesa County Amending Paragraph 23 of the Persigo Agreement by Authorizing Specific Connections to the Valle Vista Sewer Line

*Action: Adopt Resolution No. 35-01*

8. **FY 2001 Unified Planning Work Program Amendment**

The Grand Junction/Mesa County MPO is entitled to additional \$17,328 in Consolidated Planning Grant Program funds. The local match requirement for these funds is \$3,804, to be split 50/50 between Mesa County and the City of Grand Junction. Before these funds can be distributed, the MPO must amend its current UPWP to add the additional dollars into current or new tasks.

Resolution No. 36-01 – A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Adoption of the Amended Fiscal Year 2001 Unified Planning Work Program

*Action: Adopt Resolution No. 36-01*

9. **Extension of Lease with Mesa National Bank**

The Police Department has conducted polygraph testing procedures at Mesa National Bank since 1996. The proposed action will extend the term of the lease for one year.

Resolution No. 37-01 – A Resolution Extending the Lease of Office Space at 131 North 6<sup>th</sup> Street for Use as a Polygraph Testing Facility

*Action: Adopt Resolution No. 37-01*

10. **Setting a Hearing on Correcting the Zoning for Faircloud Subdivision, Located at the Northeast Corner of F<sup>1</sup>/<sub>2</sub> Road and 30 Road**

[File #FPP-1999-280R]

Faircloud Subdivision was mistakenly zoned to RSF-4 with adoption of the new zoning map. It should have been zoned to PD to reflect the approved PR 3.4 zone on the parcel as part of the approved Faircloud Subdivision. At its hearing on April 10, 2001 the Planning Commission recommended approval of this request.

Proposed Ordinance Correcting Zoning of the Faircloud Subdivision, Located at the Northeast Corner of F<sup>1</sup>/<sub>2</sub> Road and 30 Road (Correcting Zoning from RSF-4 to PD)

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 2, 2001*

11. **Setting a Hearing on Vacating Florida Street Right-of-Way in White Willows Subdivision, Located at 2851 D Road** [File #VR-2001-059]

In conjunction with the approval of White Willows Subdivision Filing 1, the applicant requests to vacate Florida Street right-of-way within the boundaries of

this development. The purpose of the vacation is to align the street with the existing location of the water and sewer lines, which is approximately 100 feet south of the unimproved right-of-way. At its hearing on April 10, 2001, the Planning Commission recommended approval of this request.

Proposed Ordinance Vacating Florida Street Located at the 28½ Road Alignment within the Approved White Willows Subdivision, being a Portion of Bevier Subdivision

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 2, 2001*

12. **Revocable Permit for Sewer Line across City Owned Property to Serve Property Located at 202 Fourth Avenue** [File #RVP-2001-020]

Consideration of a resolution authorizing the issuance of a Revocable Permit to allow the petitioner to construct a sewer line across City-owned property, to serve the subject property located at 202 Fourth Avenue

Resolution No. 38-01 – A Resolution Concerning the Issuance of a Revocable Permit to K.C. Asphalt, LLC

*Action: Adopt Resolution No. 38-01*

**\*\*\* END OF CONSENT CALENDAR \*\*\***

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**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

**TWO RIVERS CONVENTION CENTER AND PARKING EXPANSION AND IMPROVEMENTS**

The following outlines the various options for the expansion of Two Rivers and the related parking. GMP indicates the guaranteed maximum price.

<b>GMP Summary</b>	<b>Building</b>
Building w/o Alternates	\$3,577,546
Backflow/Fire	\$ 7,296
Alternate #1	\$ 28,512
Alternate #3	\$ 58,679
Alternate #4	\$ 152,057
Alternate #5	\$ 20,019
Alternate #7A	\$ 6,174
Alternate #9	\$ 6,640
Alternate #10	<u>(\$ 8,258)</u>
Total	\$3,848,665

## GMP Summary

## Parking Lot

Parking Lot Construction w/o Alternates	\$624,029
Electric Vendor outlets	\$ 30,000
2 <sup>nd</sup> Street Pedestrian Improvements	<u>\$140,000</u>
Total	\$794,029

## **Grand Total GMP \$4,642,694**

Parks and Recreation Director Joe Stevens reviewed this item, noting the need for the improvements. He said the action requested is the approval of the contract to Shaw Construction with a guaranteed maximum price of \$4,642,694. He outlined the changes made to the line item budget for the project that had been amended since the Monday night workshop presentation.

He stated there will be some short-term inconveniences during the construction but will be worthwhile in the long run. The facility will be closed May 26, 2001 until December, 2001.

Councilmember Terry inquired about the scheduling/booking of the facility during the construction. Mr. Stevens said Staff will continue to take reservations throughout the project. He said the wait staff will be laid off and other employees will be transferred as maintenance workers to the Parks Division for the summer.

Mr. Stevens noted the following funding: Downtown Development Authority, \$1 million, State of Colorado, through Energy Impact Funds, \$600,000, \$100,000 from JUCO and the balance from the City.

Councilmember Spehar clarified that although the GMP is \$4.6 million the total cost of the project is \$5.6 million. He noted he would hope there would be enough savings in the contract to upgrade the acoustics and the sound system in the process.

City Manager Kelly Arnold asked if the subcontractors could be identified. Mr. Stevens said there are 17 subcontractors from the City, three others are from the western slope and six are from the front range.

City Manager Arnold said Bob Brooks, Director of the Department of Local Affairs, dropped by City Hall and this project was discussed. Mr. Brooks was pleased with the grant award to this project.

Upon motion by Councilmember Payne, seconded by Councilmember Spehar and carried, the contract for the Two Rivers Convention Center and Parking Lot Expansion and Improvements was awarded to Shaw Construction with a guaranteed maximum price of \$4,642,694.

**PUBLIC HEARING - VACATING THE ROAD RIGHT-OF-WAY FOR FLOWER STREET BETWEEN CENTRAL DRIVE AND G 3/8 ROAD** [FILE #VR-2001-037]

The project petitioners are requesting the vacation of a road right-of-way that was dedicated via a recorded plat.

The hearing was opened at 8:01 p.m.

Pat Cecil, Development Services Supervisor, Community Development, reviewed this item. The Planning Commission recommended approval of the vacation request subject to two conditions: the applicant pay the recording fees and the relocation of the easement for the irrigation transmission facility.

There were no public comments. The hearing was closed at 8:04 p.m.

Ordinance No. 3336 – An Ordinance Vacating a Portion of Flower Street Located South of Central Drive

Upon motion by Councilmember Terry, seconded by Councilmember Scott and carried by roll call vote, Ordinance No. 3336 was adopted on second reading and ordered published.

**PUBLIC HEARING - BERTHOD ANNEXATION LOCATED AT 2982 GUNNISON AVENUE** [FILE #ANX-2001-033]

Public hearing for acceptance of the petition to annex and second reading of the annexation ordinance for the Berthod Annexation, located at 2982 Gunnison Avenue. The entire annexation area consists of 0.712 acres.

The public hearing was opened at 8:05 p.m.

Associate Planner Patricia Parish, Community Development Department, reviewed this item and said staff recommends approval.

The petitioner was not present.

There were no public comments. The hearing was closed at 8:06 p.m.

Councilmember Spehar asked City Attorney Wilson to advise as to Council's leeway on approval of communications towers. Mr. Wilson replied that with the last year's experience with the new ordinance, a discussion with Council would be appropriate. Federal law says they cannot be prohibited, although ways of disguising such towers could be discussed. Challenging the inability to co-locate has been difficult due to lack of knowledge on the technology.

**a. Resolution Accepting Petition**

Resolution No. 39-01 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Berthod Annexation, Located at 2982 Gunnison Avenue, is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 3337 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Berthod Annexation, Approximately 0.712 Acres, Located at 2982 Gunnison Avenue

Upon motion by Councilmember Payne, seconded by Councilmember Terry and carried by roll call vote, Resolution No. 39-01 was adopted and Ordinance No. 3337 was adopted on second reading and ordered published.

**PUBLIC HEARING - ZONING BERTHOD ANNEXATION, LOCATED AT 2982 GUNNISON AVENUE** [FILE #ANX-2001-033]

Second reading of the zoning ordinance for the Berthod Annexation located at 2982 Gunnison Avenue. State law requires the City to zone property that is annexed into the City of Grand Junction. The proposed zoning of I-1 is similar to the existing Mesa County zoning of Industrial. The Planning Commission forwarded a positive recommendation.

The public hearing was opened at 8:11 p.m.

The petitioner was not present.

Patricia Parish reviewed this item. She said the request complies with the Zoning and Development Code and the Planning Commission recommends approval along with Staff.

There were no public comments. The hearing was closed at 8:12 p.m.

Ordinance No. 3338 – An Ordinance Zoning the Berthod Annexation to Light Industrial (I-1), Located at 2982 Gunnison Avenue

Upon motion by Councilmember Spehar, seconded by Councilmember Scott and carried by roll call vote, Ordinance No. 3338 was adopted on second reading and ordered published.

**PUBLIC HEARING - CANTRELL ANNEXATIONS NO. 1 AND NO. 2, LOCATED AT 2930 NORTH AVENUE** [FILE #ANX-2001-052]

The 3.09-acre Cantrell Annexation area consists of one parcel of land, approximately 2.71 acres in size, located at 2930 North Avenue. The remaining acreage is comprised of approximately 703 feet of right-of-way along North Avenue. There are no existing structures on the site. The owner of the property has signed a petition for annexation.

The public hearing was opened at 8:13 p.m.

Lori Bowers, Community Development Department, reviewed this item. She clarified the reason for the request for annexation. The request complies with the State Law and Staff therefore recommends approval.

Hal Heath was present to answer questions on behalf of the applicant. There were none.

There were no public comments. The hearing was closed at 8:16 p.m.

**a. Resolution Accepting Petition**

Resolution No. 40-01 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Cantrell Annexation, Located at 2982 Gunnison Avenue, is Eligible for Annexation

**b. Annexation Ordinances**

- (1) Ordinance No. 3339 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cantrell Annexation No. 1, Approximately 0.38 Acres, Located at 2930 North Avenue and Including a Portion of the North Avenue Right-of-Way
- (2) Ordinance No. 3340 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cantrell Annexation No. 2, Approximately 2.71 Acres, Located at 2930 North Avenue and Including a Portion of the North Avenue Right-of-Way

Upon motion by Councilmember Theobold, seconded by Councilmember Scott and carried by roll call vote, Resolution No. 40-01 was adopted and Ordinances No. 3339 and 3340 were adopted on second reading and ordered published.

**REVOCABLE PERMIT FOR MONUMENT MOTORS LOCATED AT 748 N. 1ST STREET** [FILE #RVP-2001-068]

A request for a revocable permit for auto sales display in the right-of-way of Hill Avenue for Monument Motors, located at 748 N. 1<sup>st</sup> Street.

Councilmembers Payne and Theobold stepped down from the dais due to conflicts of interest.

Acting Community Development Director Kathy Portner reviewed this item. She noted there is no curb or gutter on Hill Avenue at that location but there is a sidewalk. She pointed that out. She displayed a 1970 photo where the previous dealership existed and showed the right-of-way was used for the business at that time.

Ms. Portner said they have never had a revocable permit request for such a purpose and if granted the vehicles would have to be sixty feet back from the intersection, out of the sight triangle.

Councilmember Scott asked if the display will be just during the day. Ms. Portner said she is not aware that the use is restricted to certain hours but Mr. Payne has stated that the display of vehicles are moved during the night.

Councilmember Terry asked for clarification on the previous (earlier) use. Mr. Earl Payne, 410 Mesa Court, gave the history under the Fuoco use. He detailed what would have to happen in order to bring the property up to compliance.

Mayor Kinsey asked how many vehicles are displayed there. Mr. Payne said two or three, leaving some customer parking.

Ms. Portner said nothing would prohibit someone from parking there but that parking cannot be counted as part of the required parking.

Councilmember Spehar clarified the conditions the grantee will need to comply with as 1) meeting the City's site distance requirements at the intersection, 2) that the displays only occur during normal business hours, and 3) the permit be revoked upon any change of ownership.

Mr. Payne asked that the last condition only apply to a change of use. A new use would require a new request. Council agreed.

Resolution No. 41-01 – A Resolution Concerning the Issuance of a Revocable Permit to Fuoco Investments, LLC

Upon motion by Councilmember Scott, seconded by Councilmember Enos-Martinez and carried by roll call vote, Resolution No. 41-01 was adopted with the application of the foregoing conditions.

Gerald W. McKeel, 326 Hill Avenue, (1312 County Road 129, Glenwood Springs, CO) suggested a yellow line be painted on the outside edge of the sidewalk as a guide for parking.

Councilmembers Payne and Theobald returned to the dais.

### **LEASE PURCHASE AGREEMENT FOR THE STEAM PLANT PROPERTY**

The proposed action will authorize City staff, with the advice and assistance of the Steam Plant RFP Review Committee, to conduct negotiations for the lease, redevelopment and potential conveyance of the former Steam Plant property.

City Real Estate Manager Tim Woodmansee reviewed this item. "STEAM" is a 501(c)3 corporation created solely for the purpose of rehabilitating this property. Out of the 80



request for proposals sent out, only two were received. A committee was created to review the written proposals and receive oral presentations. The committee is recommending the City negotiate a lease purchase agreement with STEAM. He listed all the items that were required for the proposal: specific uses both interior and exterior, timing or phasing of renovation, period of a lease, remediation and potential environmental concerns inside the property, whether any ultimate conveyance would convey the deed restrictions so the City could maintain some type of control of the uses of the property long term, architectural finishes, art on the corner, etc. Two representatives were present, Don Bell and Steven Belter.

Don Bell said it seems like a tremendous opportunity for them. He didn't know all the details yet and wanted to respond to questions of Council.

Councilmember Terry asked about the timing and Mr. Bell's organization's ability to move on this project. Mr. Bell said he didn't know. At least two organizations that have expressed interest in the facility need their space within a year and a half so that would be a goal.

Councilmember Terry asked if Mr. Bell's organization will need to pursue fundraising in order to accomplish this project. Mr. Bell said yes, they don't have the money at this time. They have some commitments, although they are not enough to fully fund the project. Some funding could come from grants and private funds.

Councilmember Theobald asked about the targeted date to begin the project as the appearance and improvement to the exterior is a high concern. Mr. Bell deferred to Steven Belter for an architectural and construction opinion. Mr. Bell felt they would be able to determine within 90 to 120 days whether the project is financially possible.

Councilmember Scott said the report indicates one of the prospective clients will need space 16 months from now. Mr. Bell said the referenced party might be able to get a lease extension if they have a short time frame of need. If not, they may have to go elsewhere. It is an incentive for his organization to move as quickly as possible.

Councilmember Payne asked about grant money. Mr. Bell said he didn't know, perhaps 25% to 50% of the funding can be obtained from various grants. He thought they could get investors for the majority of the funding.

Councilmember Payne said grants require matching and ownership. Mr. Bell said yes, it will be a challenge. This particular project has a substantial amount of interest by various groups; therefore they have some ability to use investor money that does not require collateralization through ownership.

Councilmember Terry asked Mr. Bell if he had done any research to ascertain specific funds of that nature. Mr. Bell said he has studied the Colorado grant book. There are at least five, no more than 20, organizations in the State of Colorado that would have some interest in funding this project. He had not begun considering other national grants.

Steven Belter, having a background in architecture and planning, said this project is unique to this community but not for others. The answers to the timetables questions are vague at this point. The project will require simultaneous effort on the part of the consultants and the developer. They had only 45 days to assemble the proposal. Projects such as this usually take up to three years. The timeline on page 9 is their best guess. Fixing the exterior appearance can be resolved in 30 to 60 days if environmental issues can be resolved. Once they have cleaned up the building, it will have a significant presence in that neighborhood. This is one of the reasons this is an important project for Grand Junction. It is a catalyst for positive change in that area.

Councilmember Terry said Council needs a definitive timeline and ability to move forward by the end of the year or January, 2002. The building has been vacant and deteriorating rapidly for the past ten years; it can't go any longer. Something needs to be done now.

Councilmember Payne asked if the contaminants inside the building would be handled first. Tim Woodmansee said yes. The bid from December, 2000, for clean-up was \$23,000 contingent upon the opening of the Cheney disposal site for the comingled hazardous wastes. The latest word is the site will open this June.

Councilmember Terry asked if the engineering studies could be used and not redone. Mr. Woodmansee said they could be used as a basis. There was no hard testing done, only a visual analysis, so further studies will likely be needed.

Councilmember Terry said the Downtown Development Authority has information from the studies prior to 1997, and suggested referring the group to the DDA.

Councilmember Theobald said the contamination is not an issue because the City will have to deal with it if the City demolishes it as well. The site was purchased by the City to support the new County jail. The Riverfront Project is very important to Grand Junction's citizens, and those who care about it have devoted a lot of time and energy toward it. This proposal is very similar in that this groups of people care about rehabilitating these types of buildings. He said the review committee was impressed with the proposal, their credentials, the qualities of this group and what they are trying to accomplish. The project could also become an asset to the lower downtown area. He felt this proposal can make that asset a reality. He was in favor of Council authorizing negotiations.

Councilmember Scott said the timing was his concern and suggested setting a deadline of six months. He didn't feel the City should put it off any longer.

Councilmember Spehar agreed with Councilmembers Scott and Terry. He was skeptical. He wanted to see this proposal flushed out by January, 2002. Otherwise, there is money in the budget next year to demolish the site. He recalled there are some structural issues in both parts of the building.

Tim Woodmansee said there are three buildings on the site. The cold storage and icehouse are structurally deficient. They need to be demolished to make room for parking

or other uses that comply with the Code. The steam plant proper is structurally sound. The addition does have both structural and aesthetic problems as a result of mill tailings removal from the basement. Holes were cut in the walls and part of the structure had to be removed. The City made it quite clear in the RFP that the City's sole intent was to have someone come in with private financing to renovate the property with no financial participation by the City other than providing the real estate. One item left open was whether or not the City ought to address the environmental concerns at the City's expense. In most cases, in a transaction such as this, it is the owner that pays for remediation. In this case, the City has money in the budget to accomplish that. It is normally the owner's obligation to clean it up if it is going to be sold.

Councilmember Payne agreed with Councilmembers Terry, Spehar and Scott regarding clean up of the other two buildings between now and January 1, 2002.

Tim Woodmansee said the entire property has been cleaned up except for those last pieces.

Mayor Kinsey said City Manager Kelly Arnold will be the negotiator for the City.

City Manager Arnold said he will probably look for an earlier date than January, 2002, due to budget implications. He will probably place some performance standards, monetary limits, and establish checkpoints for funding commitments in any agreement made.

Upon motion by Councilmember Theobald, seconded by Councilmember Spehar and carried, negotiations by the City Manager were authorized for the lease and purchase agreement with STEAM for the Steam Plant property. The motion carried 7-0.

### **PROPOSED ENHANCEMENT PROJECTS**

City Council will review the projects staff has identified for funding through the Enhancement Program. This meeting will provide City Council with the opportunity to add, delete or modify the scope of these projects eligible for funding in years 2003-2005. Council will also prioritize the list of projects that will ultimately be presented to the Transportation Policy Advisory Committee (TPAC).

Public Works Manager Tim Moore reviewed the proposed enhancement projects. He explained the program and the timeframe. The program is a federal program channeled through the State with the requirements on each planning region in Mesa County, to collectively decide which projects are to be funded. Those projects are then passed on to the State for funding over the years 2003 through 2005. It is a more formal process than what has been used in the past.

Mr. Moore listed projects funded by this program in the past: Horizon Drive, South Camp Trail, 24 Road Trail and Patterson Road.

Councilmember Spehar accept the Staff recommendation on the three projects, and encouraged work on the tunnel project.

Tim Moore said on May 2, 2001, Staff will make a recommendation to the policy arm of this funding and they will submit items to the State for consideration. Mr. Moore said approximately \$3 million will be split within Mesa County. He stated he will proceed with the list of projects.

Councilmember Spehar asked about sharing of funds. Tim Moore said the funds will be shared with Mesa County, Fruita and Collbran for submitted projects. City Manager Kelly Arnold said Grand Junction's local share is 20%.

Upon motion by Councilmember Enos-Martinez, seconded by Councilmember Spehar and carried, the list of projects that could be funded through the Enhancement Program was approved.

## **NON-SCHEDULED CITIZENS & VISITORS**

### **Gerald W. McKeel**

Gerald W. McKeel, 326 Hill Avenue (1312 County Road 129, Glenwood Springs), registered a complaint calling for the immediate dismissal of Municipal Judge David A. Palmer, alleging deliberate violation of the Constitution of the State of Colorado to wit: Article II, Bill of Rights, Section 6 – Equality of Justice.

On April 9, 2001 Mr. McKeel requested a copy of the Oath of Office for Judge Palmer. A reply from the Office of the City Clerk, City Clerk Stephanie Nye, said Judge Palmer was appointed by the Grand Junction City Council on August 18, 1982 by Resolution No. 62-82, and since there is no written Oath of Office in the file, she assumed the oath was a verbal oath administered at the time Mr. Palmer entered into office. If an electronic recording of that Oath of Office exists, he requested that it be transcribed and displayed as an oath of office. The Charter of the City of Grand Junction, Article XIII, Officers and Employees, Section 99, states every officer or salaried employee shall subscribe an oath or affirmation to support the Constitution of the United States, the Constitution of the State of Colorado and ordinances of the City of Grand Junction. He presented a motion to the Judge twice which was denied both times. He felt it was an extreme violation of his family's constitutional rights. His granddaughter was removed from his home by Mesa County Social Services. The document that was presented was false, forged and didn't have a proper judge's signature on it. It only had lettered hand stamp signing the judge's name.

City Attorney Wilson said the Council, by Charter, delegates certain duties to the Municipal Judge. Council has heard the complaint and will have Mr. Wilson investigate to see if there is anything Council would have the power to do. It is unlikely the Council could do anything unless they believe Judge Palmer was acting outside the scope of his duties and Colorado Law. The issues to the Human Services should be directed to the

District Attorney's office. The City can do nothing about obstruction of justice or allegations of criminal behavior. Regarding the other allegations, he advised Mr. McKeel to talk with a private attorney. It would be inappropriate for Council to discuss the complaints.

Mr. McKeel said he has been clear to the top on this issue. He has been to the Mesa County Sheriff's office, the City Police Department, and everyone has ignored or the buck has been passed. He has since employed a constitutional civil rights lawyer who will proceed further.

City Attorney Wilson asked Mr. McKeel to have his attorney call him, and give the Clerk a copy of his report.

### **Connie Cass**

Connie Cass, 266 27½ Road, said it was a pleasure to deal with City staff and the rest during her City Council campaign. She was also disappointed that Question 2A did not pass. She and her family wished to contribute \$45 to the City's Capital Improvement Fund which represents the TABOR refund for each of her three family members. She presented the check to Ron Lappi, Administrative Services Director. Councilmember Terry thanked Ms. Cass for the contribution and her efforts in running a good campaign.

### **ADJOURNMENT**

The meeting adjourned into executive session at 9:30 p.m. to discuss property negotiations and pending litigation.

Stephanie Nye, CMC  
City Clerk

**Attach 2**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>		
<b>Subject:</b>	<b>Resolution Authorizing the use of Overhead to Underground Funds on 29 Road</b>	
<b>Meeting Date:</b>	<b>Wednesday, May 2, 2001</b>	
<b>Date Prepared:</b>	<b>April 18, 2001</b>	
<b>Author:</b>	<b>Don Newton</b>	<b>Engineering Projects Manager</b>
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>
<b>Workshop</b>	<b>X</b>	<b>Formal Agenda Discussion Item</b>

**Subject:** City Council Resolution authorizing Public Service Company of Colorado d/b/a Xcel Energy to use City of Grand Junction overhead to underground one percent (1%) funds for the 29 Road Improvement Project - Phase I.

**Summary:** Overhead to Underground funds have been programmed for the 29 Road Improvement Project. The first phase of the Project will underground power lines from 850 feet south of North Avenue to 425 feet north of North Avenue.

**Background Information:** Xcel Energy will install underground power lines and remove the overhead lines on 29 Road prior to construction of the proposed street improvements. The work is scheduled for construction in the summer of 2001.

**Budget:**

Overhead to Underground Cost Estimate  
\$153,274

**Proposed Funding Sources:**

City of Grand Junction 1 % Funds	\$76,700
29 Road Phase I Budget (1,556,000)	<u>\$76,700</u>
Total funding	\$153,274

**Action Requested/Recommendation:** City Council resolution authorizing Public Service Company of Colorado d/b/a Xcel Energy to use City of Grand Junction 1 % overhead to underground funds on the 29 Road Improvement Project, Phase I.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					
<b>Report results back to Council:</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>

<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**RESOLUTION NO.**

**AUTHORIZING PUBLIC SERVICE COMPANY OF COLORADO D/B/A XCEL ENERGY TO USE THE CITY OF GRAND JUNCTION OVERHEAD TO UNDERGROUND ONE PERCENT (1%) FUNDS FOR THE 29 ROAD IMPROVEMENT PROJECT, PHASE 1, AS ESTABLISHED IN THE ORDINANCE GRANTING A FRANCHISE SIGNED NOVEMBER 4, 1992**

WHEREAS, the City of Grand Junction is planning to widen and improve 29 Road on the north and south approaches to the intersection with North Avenue in 2001 and there are overhead power facilities along the 29 Road corridor; and

WHEREAS, the City Council believes the undergrounding of these existing power lines is necessary for the overall upgrade of the 29 Road corridor; and

WHEREAS, the proposed overhead to underground work is in the City limits from the south side of North Avenue to the north end of the improvements and is outside the City limits south of North Avenue.

WHEREAS, under the Public Service Company of Colorado franchise, funds are allotted for such purposes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the use of overhead to underground one percent (1%) funds for the 29 Road Improvement Project, Phase One is hereby approved for such amounts as the City Manager may designate.

ADOPTED AND APPROVED THIS 2<sup>nd</sup> day of May, 2001.

ATTEST:

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

\_\_\_\_\_  
President of the Council



**Attach 3**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Authorizing the conveyance of an easement across City property to the Public Service Company of Colorado for the "East Grand Junction Reinforcement" natural gas pipeline.</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 24, 2001</b>		
<b>Author:</b>	<b>Tim Woodmansee</b>	<b>Real Estate Manager</b>	
<b>Presenter Name:</b>	<b>Greg Trainor</b>	<b>Utilities Manager</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** A resolution authorizing the conveyance of an easement across City property to the Public Service Company of Colorado for the "East Grand Junction Reinforcement" natural gas pipeline.

**Summary:** Public Service is in the permitting stage with the Bureau of Land Management and Mesa County to install a 6-inch high pressure natural gas pipeline from Whitewater to Palisade. The pipeline will cross 3 City properties located on east Orchard Mesa.

**Background:** Public Service is pursuing this project to meet demands for natural gas caused by new developments between eastern Grand Junction & Palisade. The pipeline will cross BLM land, private properties and 3 parcels owned by the City. The BLM is prepared to issue a permit, with stipulations, authorizing the pipeline across public lands. Additionally, Mesa County is processing an application for a Conditional Use Permit (CUP). Issuance of the CUP may be contingent upon Public Service acquiring easements from all private properties, including the 3 city properties.

The 3 City properties were acquired in conjunction with the 1990 Somerville Ranch purchase. These specific parcels are located in the adobe badlands and are not used for ranching or water development purposes.

The proposed easements are located adjacent to existing overhead electric facilities that distribute power between east Orchard Mesa and Palisade. Portions of the natural gas easements will be located within the existing power line easements.

Public Service is proposing to pay the City \$8,200 for the requested easements. This value was based on an independent appraisal prepared by Arnie Butler & Associates. Staff concurs with the appraised value and Public Service's offer of just compensation.

**Proposed Conditions:** Staff recommends Council authorize conveyance of the requested easements with the following conditions:

1. The Easement would be nonexclusive;
2. The Easement would be specifically limited to the installation, operation, maintenance and repair of one (1) underground six-inch natural gas pipeline for the use and benefit of Public Service/Xcel Energy. Expanded utilization of the easement (for example, increasing the size of the pipeline from 6-inch to 8-inch), or utilization by any other entity for any other purpose (for example, the installation of an electric line) would not be authorized without the prior written consent of the City;
3. To comply with the City's Charter, the initial term of the easement would be for a period of 25 years, with an option to extend for additional 25 year periods;
4. Any conveyance shall be subject to the consent and approval of the City's Lessees, Cliff & Judy Davis;
5. Public Service obtains a signed waiver from Cliff & Judy Davis for any claim to compensation or damages;
6. The City reserves the right to relocate the pipeline & easement, at the City's expense;
7. Public Service be required to participate in the Lands End Weed Management Area, organized to control the spread of noxious and invasive weeds in the Kannah Creek, Whitewater Creek and Rapid Creek areas.

In addition to the above stipulations, the grant of easement would include, by reference, the reports and plans submitted in the Mesa County Conditional Use Permit Application, dated February 20, 2001 and the same "Additional Stipulations" as incorporated by the Bureau of Land Management in their right of way grant for reclamation and reseeding, noxious weed control, site cleanup, construction inspection, and prohibition of the disposal of hazardous waste materials on the ground or in the trench during construction.

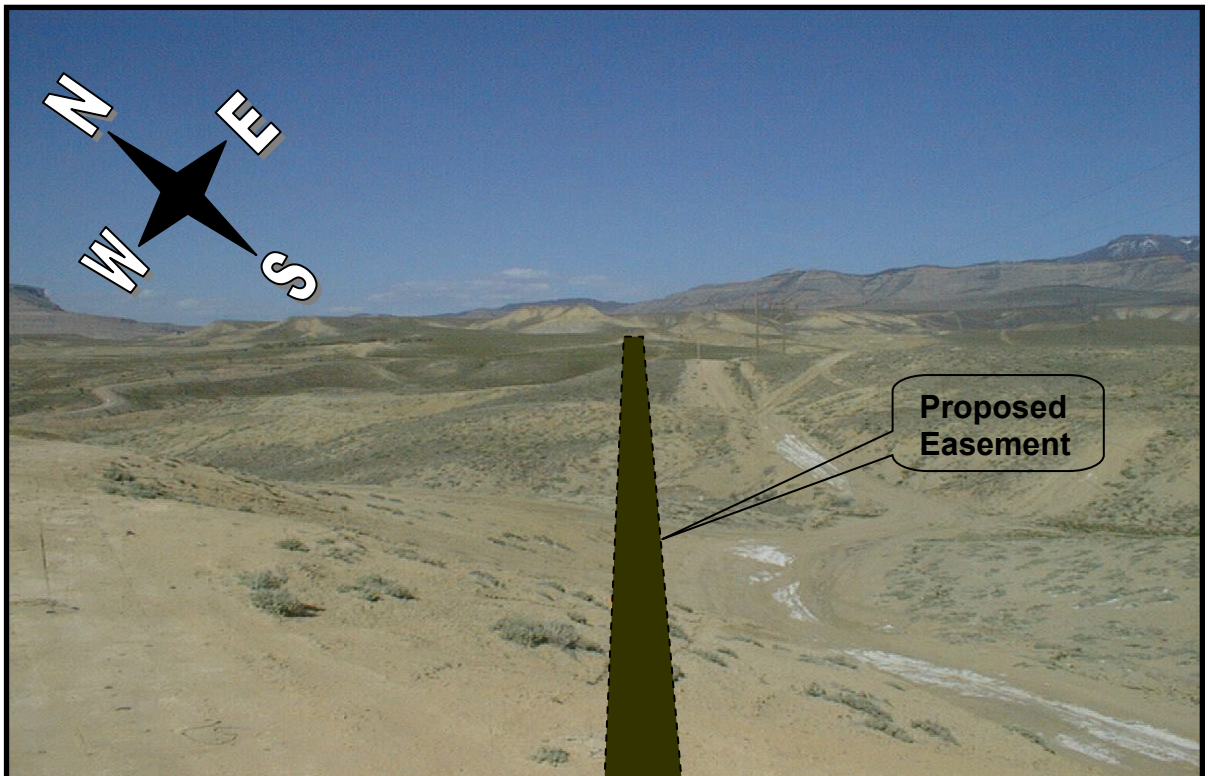
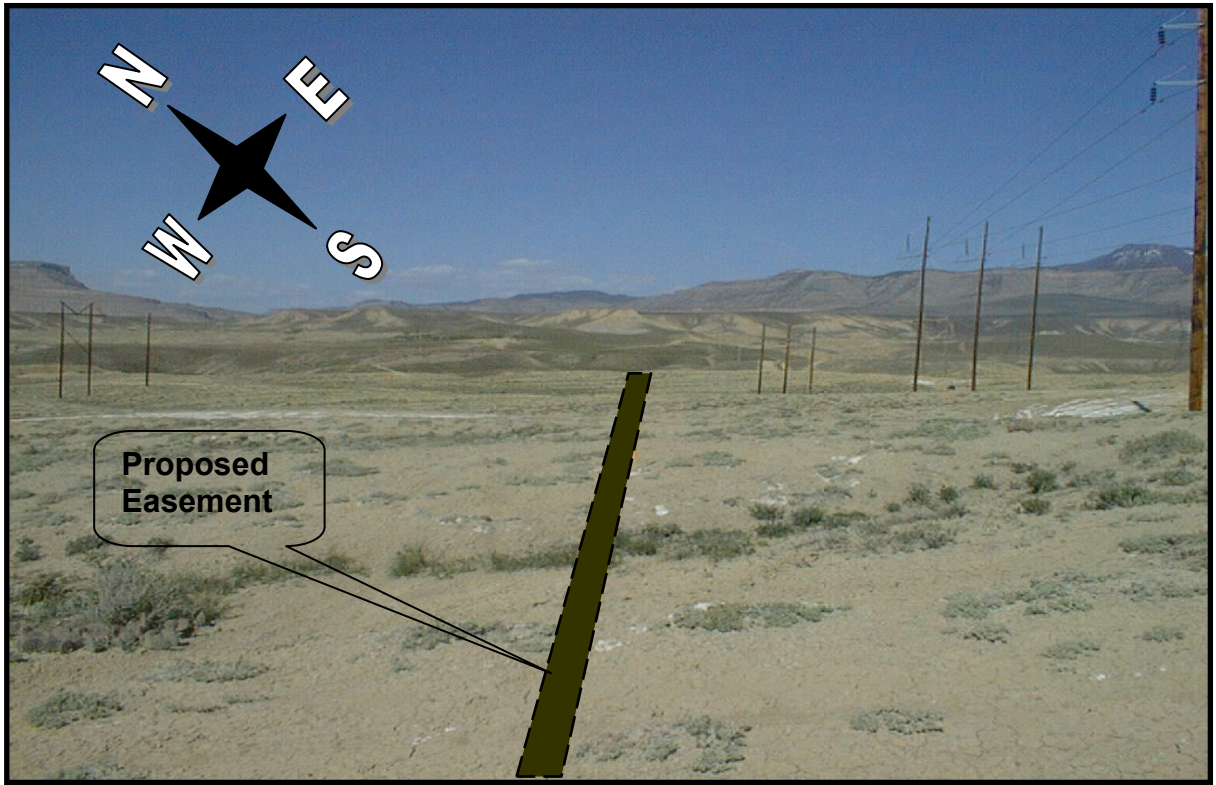
**Budget:** Unbudgeted revenue of \$8,200 to the City's Water Fund.

**Action Requested/Recommendation:** Public Works staff is requesting City Council authorize by resolution conveyance of the requested easements contingent upon the above stipulations/conditions and any other conditions Council may deem appropriate.

**Attachments:** Photographs of project alignment across City properties.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>	
<b>Name:</b>						
<b>Purpose:</b>						
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
<b>Placement on Agenda:</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>

# Locations of East Grand Junction Reinforcement Natural Gas Pipeline



RESOLUTION NO. \_\_\_\_\_

**CONCERNING THE GRANTING OF A NON-EXCLUSIVE EASEMENT  
TO THE PUBLIC SERVICE COMPANY OF COLORADO**

WHEREAS, the City of Grand Junction believes it is the owner of certain real property situate in the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 20 and in the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 21, all in Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado; and

WHEREAS, the Public Service Company of Colorado requires an easement across the above-mentioned City property for the purposes of installing, operating, maintaining and repairing a six-inch high pressure natural gas pipeline and facilities and appurtenances related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager is hereby authorized to execute the attached Easement Agreement conveying to the Public Service Company of Colorado a non-exclusive easement for the purposes aforescribed within the limits of the City property described therein.

PASSED and ADOPTED this 2<sup>nd</sup> day of May, 2001.

Attest:

\_\_\_\_\_  
President of the Council

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

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between The City of Grand Junction, a Colorado home rule municipality ("City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and The Public Service Company of Colorado, a Colorado corporation ("Public Service"), whose address is Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5533.

### RECITALS

A. The City believes it is the owner of certain real property situate in the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 20 and in the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 21, all in Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado ("City Property"). The City Property is presently leased to Clifford V. Davis and Judy L. Davis, doing business as Broken Spoke Ranch ("the Davises").

B. Public Service is proposing to install, operate and maintain a six-inch high pressure natural gas pipeline between the towns of Whitewater and Palisade, known as the East Grand Junction Reinforcement ("the Project"). Public Service has determined that the Project is necessary and appropriate to meet the demands for natural gas in the Grand Junction vicinity caused by growth in Grand Junction and adjoining communities.

C. Public Service has filed applications with the Bureau of Land Management and the County of Mesa to obtain permits required by such agencies for the installation, operation and maintenance of the Project. In addition, Public Service is pursuing the acquisition of easements required for the Project, including easements across the City Property.

D. The parties desire to provide for the conveyance of two (2) non-exclusive easements required for the Project pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions, restrictions, duties and obligations contained herein, the parties agree as follows:

1. Grant. The City hereby grants and conveys to Public Service, by quit claim, two (2) non-exclusive easements on, along, over, under, through and across the limits of the City Property described and depicted in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference ("Easements"), and Public Service accepts such grants and conveyances subject to the terms and conditions of this Agreement.

2. Consideration. For and in consideration of the grant and conveyance, Public Service shall pay to the City the sum of Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00). Said sum shall be due and payable to the City within thirty (30) days of the day and year first above written. In the event said sum has not been tendered within said

thirty (30) day period, this Agreement shall automatically terminate and the Easements shall automatically revert to the City.

3. Term. The initial term of this grant shall be twenty-five (25) years from the day and year first above written.

4. Option to Extend. Subject to the provisions of paragraph 5 below, Public Service shall be entitled to exercise successive extensions of this grant and conveyance, and the City hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this Agreement.

5. Abandonment/Automatic Termination. In the event of permanent abandonment of the Easements by Public Service Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Public Service shall fail to use the Easements for any twelve (12) consecutive month period.

6. Express Limitations. Public Service's utilization of the Easements shall be specifically limited to the installation, operation, maintenance and repair of one (1) six-inch high pressure natural gas pipeline and facilities directly related or appurtenant thereto. The easement rights herein granted do not include the right to expand utilization of the Easements for any other purposes or to increase the size of the natural gas pipeline to be installed within the Easements, unless such uses are authorized by subsequent conveyance instrument(s).

7. Stipulations Merge. The stipulations of any permit issued with regard to the Project by the United States Bureau of Land Management and the County of Mesa, by reference, are hereby merged into and made a part of this Agreement.

8. General Indemnification. Public Service hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgements, awards or liability, including reasonable attorneys' fees and costs (except those caused by the City's gross negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from Public Service's negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by Public Service prior to the culmination of any litigation or the institution of any litigation.

9. Default. Should Public Service (a) default in the performance of this Agreement and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Public Service, or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, or (c) fail to timely cure such default, the City, at its option, may file an action to cancel and annul this Agreement

and obtain an order from a court of competent jurisdiction to enter and take possession of the Easements. This Agreement shall then terminate upon such occupation, except the provisions paragraph 8 shall survive such event. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Public Service, including, but not limited to, the right of the City to obtain injunctive relief. If the City succeeds in such effort, Public Service shall pay the City's reasonable attorneys' fees.

10. Public Service Acceptance Subject to Existing Conditions.

10.1 Public Service has inspected the Easements and accepts the same in their present condition and location. Public Service agrees that the condition of the Easements is sufficient for the purposes of Public Service. The City makes no warranties, promises or representations, express or implied, that the Easements are sufficient for the purposes of Public Service. If the Easements are damaged due to fire, flood or other casualty, or if the Easements are damaged or deteriorate to the extent that they are no longer functional for the purposes of Public Service, the City shall have no obligation to repair the Easements nor to otherwise make the Easements usable or occupiable, since such damages shall be at Public Services' own risk.

10.2 The City makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easements, except to the extent that the City states it has not deposited or caused to be deposited any toxic, hazardous or regulated substances on, under or about the Easements.

11. Consent of Lessee. This Agreement shall be valid only after Public Service has received written consent of the City's grant and conveyance from the City's Lessee, Clifford V. Davis and Judy L. Davis, doing business as Broken Spoke Ranch, and a written waiver from the Davises for any claim to compensation or damages.

12. Weed Management. Public Service agrees to participate in the Land End Weed Management Program, which has been formed to prevent the spread of noxious and invasive weeds in the area where the City Property and the Easements are located.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14. Total Agreement, Applicable to Successors. This Agreement contains the entire agreement between the parties and, except for automatic termination or expiration, cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

In witness whereof, the parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.



Attest:

The City of Grand Junction, a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by Kelly Arnold as City Manager and attested to by Stephanie Nye as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: \_\_\_\_\_  
Witness my hand and official seal

\_\_\_\_\_  
Notary Public

Attest:

Public Service Company of Colorado, a Colorado corporation

By \_\_\_\_\_

By \_\_\_\_\_

State of Colorado        )  
                                  )ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ as \_\_\_\_\_ and attested to by \_\_\_\_\_ as \_\_\_\_\_ of Public Service Company of Colorado, a Colorado corporation.

My commission expires: \_\_\_\_\_  
Witness my hand and official seal

\_\_\_\_\_  
Notary Public

## **Exhibit "A"**

### **Description of Easements**

#### **Easement No. 1**

A fifty-foot wide non-exclusive easement situated in the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado, said easement lying twenty-five feet on each side of the following described centerline:

Beginning at a point on the West line of the SW  $\frac{1}{4}$  of said Section 20, whence the aluminum cap PLS 28662 for the West  $\frac{1}{4}$  corner of said Section 20 bears N 00°14'39"W a distance of 642.77 feet;  
thence N 54°01'29" E a distance of 1.79 feet;  
thence N 80°20'41" E a distance of 273.35 feet;  
thence N 54°16'57" E a distance of 799.61 feet;  
thence N 61°20'00" E a distance of 236.99 feet;  
thence N 54°07'20" E a distance of 36.54 feet to a point on the North line of the SW  $\frac{1}{4}$  of said Section 20, said point being the Point of Termination of the centerline herein described, from whence the West  $\frac{1}{4}$  corner of said Section 20 bears S 89°42'07" W a distance of 1160.43 feet,  
the sidelines of said easement to be shortened or extended to close at deflection points and to terminate at the intersecting property lines.

#### **Easement No. 2**

A fifty-foot wide non-exclusive easement situated in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 21, Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado, said easement lying twenty-five feet on each side of the following described centerline:

Beginning at a point on the West line of the NW  $\frac{1}{4}$  of said Section 21, whence the No. 5 rebar for the Northwest corner of said Section 21 bears N 00°21'47" W a distance of 904.13 feet;  
thence N 71°31'16" E a distance of 150.60 feet;  
thence N 67°37'13" E a distance of 306.44 feet;  
thence N 71°41'11" E a distance of 1481.52 feet;  
thence N 78°25'09" E a distance of 385.37 feet;  
thence S 87°04'24" E a distance of 222.59 feet;  
thence N 76°23'36" E a distance of 166.16 feet to a point on the East line of the NW  $\frac{1}{4}$  of said Section 21, said point being the Point of Termination of the centerline herein described, from whence the No. 5 rebar and cap for the North  $\frac{1}{4}$  corner of said Section 21 bears N 00°48'06" W a distance of 171.10 feet,

the sidelines of said easement to be shortened or extended to close at deflection points and to terminate at the intersecting property lines.

**Attach 4**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
<b>Subject:</b>	<b>Municipal Recreation Agreement Among the Bureau of Reclamation, the Town of Palisade, City of Grand Junction, and the City of Fruita for surplus water from Green Mountain Reservoir</b>	
<b>Meeting Date:</b>	<b>Wednesday, May 2, 2001</b>	
<b>Date Prepared:</b>	<b>April 24, 2001</b>	
<b>Author:</b>	<b>Greg Trainor</b>	<b>Utilities Manager</b>
<b>Presenter Name:</b>	<b>Dan Wilson Greg Trainor</b>	<b>City Attorney Utilities Manager</b>
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/> <b>Formal Agenda Discussion Item</b>

**Subject:** Municipal Recreation Agreement Among the Bureau of Reclamation, the Town of Palisade, City of Grand Junction, and the City of Fruita for surplus water from Green Mountain Reservoir.

**Summary:**

Five-year, no-charge agreement among the above entities for delivery of surplus water from Green Mountain Reservoir, to the Colorado River between Palisade and Loma, for instream municipal recreation purposes with incidental benefits to endangered fish species.

(See Attached Agreement)

**Background Information:**

Each year there is surplus water that accrues in storage in Green Mountain Reservoir, located on the Blue River below Dillon Reservoir in Summit County. This water is available after ALL other water deliver obligations to the Grand Valley irrigators are fulfilled from Green Mountain Reservoir. This surplus water would be beneficial for the endangered fish species in the reach of the Colorado River between Palisade and Loma. However, in order for this water to be protected by the State Engineer after it is released from Green Mountain there has to be a legal *municipal* use for this water,

under Colorado water law. Water for endangered fish species is not a legal use of Green Mountain water.

The Recovery Program and all Grand Valley water users developed the concept of the three municipalities in the Valley contracting for this water for instream recreational uses-increased flows for boating, fishing, aesthetic purposes-having that water delivered to the Grand Valley in late Summer and early Fall, with incidental benefits to fish species.

Determination of the availability of surplus water will be made weekly among contract entities.

**Budget:**

This is a no-charge agreement.

Staff time will be spent in meeting, via phone, on a weekly basis to discuss water availability with the Bureau of Reclamation, Fish and Wildlife Service and the Grand Valley irrigators.

**Action Requested/Recommendation:**

Council motion to authorize the City Manager to sign the Agreement on behalf of the City of Grand Junction.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>						
<b>Purpose:</b>						

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<b>Consent</b>		<b>Indiv. Consideration</b>			<b>Workshop</b>

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Colorado-Big Thompson Project**

**MUNICIPAL RECREATION AGREEMENT  
BETWEEN THE UNITED STATES  
THE TOWN OF PALISADE,  
THE CITY OF GRAND JUNCTION, and  
THE CITY OF FRUITA**

**THIS MUNICIPAL RECREATION AGREEMENT;** hereinafter referred to as the Agreement, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, pursuant to the Act of June 17, 1902 (32 Stat. 388), and all Acts amendatory thereof or supplementary thereto, and more particularly pursuant to the Act of August 9, 1937 (50 Stat. 564, 595), which incorporates Senate Document 80, 75th Congress; and Section 9 (c)(1) of the Act of August 4, 1939(53 Stat. 1187) as amended; between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this agreement; and the TOWN OF PALISADE, the CITY OF GRAND JUNCTION, and the CITY OF FRUITA, hereinafter referred to as the "Municipalities"; jointly referred to as the "Parties," for furnishing Historic Users Pool surplus water from Green Mountain Reservoir for non-consumptive municipal recreation uses in and adjacent to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.

WITNESSETH, THAT:

WHEREAS, the following statements are made in explanation:

A. WHEREAS, Green Mountain Dam and Reservoir were constructed as a feature of the Colorado-Big Thompson Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672)). Green Mountain Reservoir is operated and maintained by the United States in accordance with Senate Document 80; the Act of August 9, 1937 (50 Stat. 564, 595), the stipulations and decrees in the Consolidated Cases (Civil Action Nos. 2782, 5016, and 5017, aka. the "Blue River Decrees" and amendments thereof), United States District Court for the District of Colorado; the Operating Policy for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, which became effective January 23, 1984,

and as amended September 3, 1987, as published in the Federal Register on September 11, 1987, and the stipulated settlement of the Orchard Mesa Check Case (Case No. 91CW247, District Court, Water Division No. 5, State of Colorado). Green Mountain Reservoir is authorized to provide water for the purposes specified in Senate Document 80.

B. WHEREAS, pursuant to the Operating Policy for Green Mountain Reservoir, paragraph 8, stored Historic Users Pool (HUP) water in excess (surplus) of the amounts reasonably necessary to meet the objectives of paragraphs 2 and 4 thereof “. . . may be disposed of on a short-term basis by agreement . . . ”

C. WHEREAS, nothing in this Agreement shall be construed as a consent by the Municipalities to the validity or enforceability of the Operating Policy or a waiver or relinquishment of any claims or defenses regarding the validity or enforceability of the Operating Policy.

D. WHEREAS, paragraph 5.a. of the Stipulation and Agreement for the Orchard Mesa Check Case states “. . . HUP Surplus Water contracts will provide that HUP Surplus Water will be delivered to and through the Grand Valley Power Plant to the extent that there is capacity in the power canal and water is needed to produce power at the Grand Valley Power Plant, and that HUP Surplus Water contracts may provide for delivery of HUP Surplus Water to other locations and facilities to the extent that there is not capacity in the power canal or that water is not needed to produce power at the Grand Valley Power Plant.”

E. WHEREAS, as part of the stipulated settlement for the Orchard Mesa Check Case the Green Mountain Reservoir Operating Criteria was developed. Said Operating Criteria define specific terms and conditions for declaring and managing releases of water surplus to the needs of HUP Beneficiaries.

F. WHEREAS, the HUP Surplus Water provided pursuant to this Agreement will be determined as specified in the Operating Criteria and made available for municipal recreational purposes on an “If and When” basis.

G. WHEREAS, the Colorado River Recovery Program (Recovery Program) was established and signed in 1988 by the Bureau of Reclamation (Reclamation), Western Area Power Administration, the U.S. Fish and Wildlife Service (Service), and the States of Colorado, Utah and Wyoming for the recovery of four endangered native fish species on the Upper Colorado River.

H. WHEREAS, Reclamation is a signatory to the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin (RIP). As a signatory to the RIP, Reclamation agreed within its discretion to assist with recovery of these endangered fishes.

I. WHEREAS, the parties to the Recovery Program have recently completed more than three years of negotiations resulting in a Final Programmatic Biological Opinion (PBO) covering the operations and water depletions of existing projects, including Reclamation projects. The PBO also covers funding and implementation of Recovery Program Actions in the Upper Colorado River above the Gunnison River. One of the action items listed in the PBO and in the Recovery Implementation Program Recovery Action Plan (RIPRAP) is the protection and delivery of the HUP Surplus Water to the 15 Mile Reach for the endangered fish by execution of an Agreement.

J. WHEREAS, the reach of the Colorado River in the Grand Valley from its confluence with the Gunnison River upstream 15 miles to the Grand Valley Irrigation Company diversion dam (15 Mile Reach) has been designated by the RIP as critical habitat for two of the endangered fishes covered by the RIP. The Service has established annual target flows under the Colorado River Recovery Program for the 15 Mile Reach of the Colorado River to assist with recovery of the endangered fishes.

K. WHEREAS, the Municipalities are duly formed municipal entities under the laws of the State of Colorado.

L. WHEREAS, the Municipalities are working together to improve the recreational uses along the Colorado River between Palisade and Fruita, and have completed the Colorado River Whitewater Improvements, Palisade to Fruita Plan along the Colorado River. The Municipalities are agreeable to entering into this Agreement with the United States to enhance recreational uses and indirectly enhance flows for endangered fish in the Colorado River between the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.

M. WHEREAS, the Municipalities desire to enter into this Agreement, pursuant to Federal Reclamation laws and the laws of the State of Colorado for delivery of If and When Water from the Green Mountain Reservoir to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.

N. WHEREAS, pursuant to Colorado Revised Statutes (C.R.S.), Sections 37-92-301 and Section 501, the State Engineer and the Division Engineer are responsible for the administration and distribution of the waters of the State. Pursuant to Section 37-92-102(3), the Parties to this Agreement may call upon the Division 5 Engineer, Colorado State Division of Water Resources, to administer the delivery of If and When Water provided through this Agreement from Green Mountain Reservoir for non-consumptive municipal recreation uses in and adjacent to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.



NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter set forth, the Parties hereto agree as follows:

**1. DEFINITIONS**

Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent herein, the term:

A. "Annual HUP Operating Plan" shall mean the annual operating plan for the HUP developed pursuant to the paragraph 3.e.(1) of the Operating Criteria.

B. "Contracting Officer" shall mean the Secretary of the Interior or a duly authorized representative.

C. "Division 5 Engineer" shall mean the Colorado State Division of Water Resources, Water Division 5, Division Engineer.

D. "HUP" shall mean the so-called "historic users pool" defined as the up to 66,000 acre-feet of water from the Green Mountain Reservoir power pool, as described in paragraphs 2 and 3 of the Operating Policy.

E. "HUP Beneficiaries" shall mean those persons or entities for whose benefit releases are made from the HUP pursuant to the Operating Policy.

F. "HUP Surplus Water" shall mean that amount of the HUP which, in accordance with paragraph 8 of the Operating Policy, is included in that portion of the stored water in the Green Mountain Reservoir in excess of that necessary to meet the objectives of paragraphs 2 and 4 of the Operating Policy, and which is determined pursuant to the procedures in the Operating Criteria to be available for releases for HUP Surplus Water contracts/agreements at any particular time after taking into consideration releases to be made to meet the replacement and direct delivery needs of HUP Beneficiaries.

G. "If and When Water" shall mean HUP Surplus Water provided pursuant to this Agreement on an interruptible basis if and when all of the following criteria are met: (1) if Reclamation, in consultation with the other Managing Entities, determines that there is HUP Surplus Water; (2) if the needs for water for the purpose of generating hydroelectric power at the Grand Valley Power Plant have been satisfied; and (3) when water is needed to attempt to meet the Service's target flows in the 15 Mile Reach as described in "Relationships Between Flow and Rare Fish Habitat in the 15 Mile Reach of the Upper Colorado River, Final Report, D.B. Omundson, P. Nelson, K. Fenton, and D.W. Ryden, 1995."

H. "Managing Entities" shall mean Reclamation, and the following entities with whom Reclamation consults in managing releases of water from the HUP pursuant to the Operating Criteria: the Grand Valley Water Users Association; Orchard Mesa Irrigation District; Grand Valley Irrigation Company; Colorado Division of Water Resources; Colorado Water Conservation Board; and the Service.

I. "Operating Criteria" shall mean the Green Mountain Operating Criteria (Exhibit D to the Stipulation and Agreement), a copy of which is attached hereto as Exhibit A.

J. "Operating Policy" shall mean the Operating Policy for the Green Mountain Reservoir; Colorado-Big Thompson Project, Colorado Volume 48, No. 247, as published in the Federal Register December 22, 1983; as amended in Volume 52, No. 176, Federal Register September 11, 1987.

K. "Reservoir" shall mean the dam, reservoir and related facilities known as "Green Mountain Reservoir" as constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the Colorado-Big Thompson Project.

L. "Stipulation and Agreement" shall mean the Stipulation and Agreement entered into between the parties in the Orchard Mesa Check Case (Case No. 91 CW247, District Court, Water Division No. 5, State of Colorado), a copy of which is attached hereto as Exhibit B.

Any other terms used within this Agreement which are defined in either the Stipulation and Agreement or the Operating Criteria shall have the meaning ascribed to them in those documents.

## **II. TERM OF MUNICIPAL RECREATION AGREEMENT**

A. This Agreement becomes effective on the date executed and shall remain in effect through December 31, 2006 unless terminated sooner in accordance with the provisions of Article VIII. below or amended pursuant to Article VII. below.

B. This Agreement may be renewed for additional terms upon concurrence of the Parties, subject to the requirements of applicable federal laws and policies and state laws in effect at that time.

## **III. PROVISION OF WATER AND RELEASE SCHEDULE**

A. Water provided pursuant to this Agreement shall be If and When Water as defined.

B. The amount of HUP Surplus Water will be determined by Reclamation in consultation with the Managing Entities during the development of an Annual HUP Operating Plan for that year and during subsequent revisions, following the procedures set forth in the Operating Criteria.

C. In accordance with Section 5.a. of the Stipulation and Agreement, HUP Surplus Water will first be delivered to the Grand Valley Power Plant. To the extent there is HUP Surplus Water in excess of the existing capacity and needs of the Grand Valley Power Plant, and there is a need for water to contribute to the Service's 15 Mile Reach target flows, HUP Surplus Water may be released from the Reservoir pursuant to this Agreement.

D. Releases made pursuant to this Agreement shall not result in any water bypassing the Green Mountain Power Plant except that which may be released during periods when the Power Plant is not operating or released by exchange from other reservoirs.

E. Reclamation will inform the Municipalities of scheduled meetings of the Managing Entities so they may attend in person, by telephone, or otherwise and provide comment during the discussions.

#### **IV. WATER SERVICE CHARGES**

The release of If and When Water pursuant to this Agreement is a mutual benefit to the Parties, derived through cooperatively working with the Service to attempt to meet the Service's target flows for the 15 Mile Reach to assist with the recovery of the endangered fish and the non-consumptive municipal recreation benefits to the Municipalities. The Contracting Officer will not charge the Municipalities for the If and When Water made available pursuant to this Agreement. The If and When Water made available pursuant to this Agreement will provide the Municipalities with water for municipal recreation purposes. Subject to Article VI., benefits to the Municipalities would result from incremental additional visitations to recreation areas along the river. Each of the Municipalities is participating in a plan to develop recreation amenities along the Colorado River.

#### **V. MEASUREMENT AND DELIVERY**

A. The delivery of If and When Water pursuant to this Agreement will be made into the Blue River at the outlet works of the Reservoir or by exchange with other sources of supply. All such exchanges shall be in accordance with state and Federal laws and regulations including, if required, approval by the Division 5 Engineer.

B. All delivery of If and When Water into the Blue River shall be subject to the limitations of the outlet capacity of the Reservoir. All If and When Water delivered under this Agreement shall be measured at the outlet works of the Reservoir from which it is

provided with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution of water delivered beyond the outlet works of the Reservoir or other point of release. This Agreement provides If and When Water, and in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising from shortage of water service on account of operation, drought, or any other causes.

C. It is understood that all If and When Water released by Reclamation pursuant to this Agreement, less transit losses, as measured at the Palisade Gage, is to be delivered and protected by the Division 5 Engineer to and through the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam (located in the NE1/4 of the NE 1/4 of Section 3, T1S, R2E, Ute Principal Meridian) to the Loma Boat Ramp (located in the SW 1/4 of the NW 1/4 of Section 10, T1N, R3W, Ute Principal Meridian).

## **VI. USE OF WATER**

A. If and When Water made available pursuant to this Agreement shall be used by the Municipalities for non-consumptive municipal recreation purposes.

B. If and When Water made available pursuant to this Agreement shall not be diverted by the Municipalities from the Colorado River.

C. Water made available pursuant to this Agreement does not constitute a firm supply, but rather an if and when supply. It is explicitly recognized that there will be times when If and When Water is not available due to hydrologic or other conditions as determined by Reclamation, in consultation with the Managing Entities. Reclamation will coordinate the timing and amount of releases with the Service.

D. The Municipalities agree that the provision of this water is "if and when," and shall not be used to obtain direct economic benefits from the release and delivery of this water for municipal recreation purposes.

E. No lease, sale, donation, transfer, exchange, or other disposition of any of the water provided pursuant to this Agreement may be made.

## **VII. AMENDMENT**

This Agreement may be amended only by a fully executed written agreement by the Parties. Any request to amend this Agreement shall be given in the same manner as provided in Article IX. below.

## **VIII. TERMINATION**

A. The Contracting Officer may terminate this Agreement at any time upon providing 60 calendar days notice.

B. The Municipalities collectively may terminate this Agreement at any time upon providing 60 calendar days notice.

C. Any one of the municipalities may individually withdraw from this Agreement at any time upon providing 60 calendar days notice. Upon such 60 day notice by a municipality, the Agreement between the United States and such municipality shall terminate as to that municipality. Such termination shall not be considered an amendment of the Agreement under Article VII. If one or two of the municipalities so withdraw, this Agreement shall remain in full force and effect as to those Municipalities remaining.

## **IX. NOTICES**

A. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Municipalities when mailed, certified, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, Great Plains Region, P.O. Box 36900, Billings, Montana 59107-6900; and on behalf of the Contracting Officer, when mailed, certified, postage prepaid or delivered to each of the municipalities listed below:

Town of Palisade, P.O. Box 128, Palisade, CO 81526-0128

City of Grand Junction, Attn: Utilities Manager, 250 N. Fifth St., Grand Junction, CO 81501

City of Fruita, 325 E. Aspen, Fruita, CO 81521

B. The designation of the addressee or the addresses may be changed by notice given in the same manner as provided in this Article.

C. All notices, demands, or other requests given pursuant to this Article IX shall be effective on the date of mailing when sent to all Parties by certified mail, return receipt requested or upon receipt (if personally delivered).

## **X. ASSIGNMENT OF THE AGREEMENT - FULL FORCE AND EFFECT**

A. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

B. This Agreement will not be in full force and effect until executed by all Parties.

## **XI. STANDARD ARTICLES**

The standard articles applicable to this Agreement are listed below. The full text of these standard articles is attached as Exhibit C and is hereby made a part of this Agreement by this reference.

1. Contingent on Appropriation or Allotment of Funds
2. Officials Not to Benefit
3. Rules, Regulations, and Determinations
4. Quality of Water
5. Water and Air Pollution
6. Uncontrollable Forces
7. Books, Records, and Reports
8. Equal Opportunity
9. Compliance with Civil Rights Laws and Regulations
10. Certification of Nonsegregated Facilities

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**THE UNITED STATES OF AMERICA**

**By** \_\_\_\_\_  
**Contracting Officer**  
**Bureau of Reclamation**  
**Great Plains Region**



(CORPORATE SEAL)

**TOWN OF PALISADE**

By \_\_\_\_\_  
Title Mayor

STATE OF COLORADO

COUNTY OF

On \_\_\_\_\_, 2001, before  
me, \_\_\_\_\_  
appeared.

The person(s) whose name(s) (is)(are) subscribed to the within instrument and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Title City Manager

CITY OF FRUITA

By \_\_\_\_\_  
Title Mayor

## **Exhibit C**

### **STANDARD CONTRACT ARTICLES**

#### **CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

1. The expenditure or advance of any money or the performance of any obligation by the United States under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Agreement. No liability shall accrue to the United States, in case funds are not appropriated or allotted.

#### **OFFICIALS NOT TO BENEFIT**

2. No member of, or Delegate to Congress, Resident Commissioner, or official of the Parties shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

#### **RULES, REGULATIONS, AND DETERMINATIONS**

3.a. The parties agree that the delivery of water or the use of Federal facilities pursuant to this Agreement is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

b. Reclamation shall have the right to make determinations necessary to administer this Agreement that are consistent with the expressed and implied provisions of this Agreement, the laws of the United States and the State of Colorado, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Parties to this Agreement.

#### **QUALITY OF WATER**

4. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by Reclamation. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

#### **WATER AND AIR POLLUTION**

5. The Parties, in carrying out this Agreement, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

## **UNCONTROLLABLE FORCES**

6. None of the Parties shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this Agreement, to mean any cause beyond the control of the party(s) affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

## **BOOKS, RECORDS, AND REPORTS**

7. Subject to applicable Federal laws and regulations, each party to this agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this agreement.

## **EQUAL OPPORTUNITY**

8. During the performance of this agreement, the Municipalities agree as follows:

a. The Municipalities will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Municipalities will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipalities agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Municipalities will, in all solicitations or advertisements for employees placed by or on behalf of the Municipalities, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

c. The Municipalities will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or worker's representative of the Municipalities commitments under Section 202 of

Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Municipalities will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Municipalities will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Municipalities noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the Municipalities may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Municipalities will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Municipalities will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Municipalities become involved in, or are threatened with, litigation with a subcontractor or vendor as a result of such direction, the Municipalities may request the United States to enter into such litigation to protect the interests of the United States.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

9a. The Municipalities shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this agreement, the Municipalities agree to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The Municipalities make this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Municipalities by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Municipalities recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

10. The Municipalities hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will no maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Municipalities agree that a breach of this certification is a violation of the Equal Opportunity clause in this agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Municipalities further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity

clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



**Attach 5**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Grand Meadows Annexation</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 24, 2001</b>		
<b>Author:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
<b>Presenter Name:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Grand Meadows Annexation, ANX-2001-080.

**Summary:** Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Recommend City Council approve the Resolution for the Referral of Petition to Annex, first reading of the Annexation Ordinance and exercise land use immediately for the Grand Meadows Annexation and set a hearing for June 6, 2001.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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**CITY OF GRAND JUNCTION**

**DATE:** April 24, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Lisa Gerstenberger

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**AGENDA TOPIC:** ANX-2001-080, Grand Meadows Annexation.

**SUMMARY:** Resolution for Referral of Petition to Annex/First reading of the Annexation Ordinance/Exercising land use jurisdiction immediately for the Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>30 Road and Gunnison Avenue</b>			
<b>Applicants:</b>		<b>Charles and Ruby Fitzpatrick</b>			
<b>Existing Land Use:</b>		<b>Vacant</b>			
<b>Proposed Land Use:</b>		<b>Residential</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>			
	<b>South</b>	<b>Vacant/Residential</b>			
	<b>East</b>	<b>Vacant/Residential</b>			
	<b>West</b>	<b>Commercial</b>			
<b>Existing Zoning:</b>		<b>County AFT</b>			
<b>Proposed Zoning:</b>		<b>City RMF-5</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County RSF-4</b>			
	<b>South</b>	<b>County AFT</b>			
	<b>East</b>	<b>County AFT</b>			
	<b>West</b>	<b>County Industrial</b>			
<b>Growth Plan Designation:</b>		<b>Residential Medium</b>			
<b>Zoning within density range?</b>		<b>x</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

The owner of the property has signed a petition for annexation as part of the request to construct a single family residential subdivision, pursuant to the 1998 Persigo Agreement with Mesa County.

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Grand Meadows Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<b>GRAND MEADOWS ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2001-080</b>	
<b>Location:</b>	<b>30 Road and Gunnison Avenue</b>	
<b>Tax ID Number:</b>	<b>2943-162-00-022</b>	
<b>Parcels:</b>	<b>1 parcel and 30 Road right-of-way</b>	
<b>Estimated Population:</b>	<b>0</b>	
<b># of Parcels (owner occupied):</b>	<b>N/A</b>	
<b># of Dwelling Units:</b>	<b>0</b>	
<b>Acres land annexed:</b>	<b>9.65 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>9 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>.65 acres, See Annexation Map</b>	
<b>Previous County Zoning:</b>	<b>AFT</b>	
<b>Proposed City Zoning:</b>	<b>Residential Multi-family, 5 du/ac</b>	
<b>Current Land Use:</b>	<b>Vacant</b>	
<b>Future Land Use:</b>	<b>Residential</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$1,260</b>
	<b>Actual:</b>	<b>= \$4,340</b>
<b>Census Tract:</b>	<b>8</b>	
<b>Address Ranges:</b>	<b>3000-3025 Grand Meadow Court</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Clifton Water/Ute Water</b>

	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire</b>
	<b>Drainage:</b>	<b>GJ Drainage District</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>Upper Grand Valley Pest District</b>

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>5-2-2001</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>5-15-2001</b>	Planning Commission considers Zone of Annexation
<b>5-16-2001</b>	First Reading on Zoning by City Council
<b>6-6-2001</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>7-8-2001</b>	Effective date of Annexation and Zoning

**Action Requested/Recommendation:** It is recommended that City Council approve the Grand Meadows Annexation.

Attachments:

- Resolution of Referral of Petition/Exercising Land Use Immediately
- Annexation Ordinance
- Annexation Map 1
- Annexation Map 2

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**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on May 2, 2001, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REFERING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION,  
COLORADO, SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**GRAND MEADOWS ANNEXATION**

**LOCATED AT 30 ROAD AND GUNNISON AVENUE, AND  
INCLUDING A PORTION OF 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on May 2, 2001, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**GRAND MEADOWS ANNEXATION**

A parcel of land situate in the SE 1/4 NE 1/4 of Section 17 and in the SW 1/4 NW 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the N 1/16 corner on the east line of Section 17; thence S 00°00'00" E along the east line of the SE 1/4 NE 1/4 of said Section 17 a distance of 3.00 feet to the True Point of Beginning of the parcel contained herein; thence N 89°58'19" W along a line 3.00 feet south of and parallel with the north line of the SE 1/4 NE 1/4 of said Section 17 a distance of 27.00 feet to a point; thence S 00°00'00" E along a line 3.00 feet east of and parallel with the west right of way line for 30 Road a distance of 806.63 feet to a point; thence S 89°58'41" E a distance of 1.00 feet to a point; thence N 00°00'00" W along a line 4.00 feet east of and parallel with the west right of way line for said 30 Road a distance of 150.00 feet to a point; thence S 89°58'41" E a distance of 26.00 feet to a point on the west line of the SW 1/4 NW 1/4 of Section 16; thence N 00°00'00" W along the west line of said SW 1/4 NW 1/4 a distance of 29.81 feet to a point; thence N 89°55'54" E a distance of 40.00 feet to a point on the east right of way line for said 30 Road; thence along the east right of way line for said 30 Road the following 3 courses:

N 00°00'00" W a distance of 134.85 feet to a point;

S 89°55'30" W a distance of 10.00 feet to a point;

N 00°00'00" W a distance of 165.15 feet to a point;

thence leaving said east right of way line N 89°55'30" E a distance of 1292.16 feet to a

point on the east line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°05'30" W

along the east line of said SW 1/4 NW 1/4 a distance of 329.80 feet to the NW 1/16 corner

of said Section 16; thence S 89°55'30" W along the north line of said SW 1/4 NW 1/4 ( said north line also being the south line of Fruitwood Subdivisions, Filings 5,3 & 8 ) a distance

of 1091.63 feet to a point; thence leaving said north line S 00°00'00" E a distance of 190.90 feet to a point; thence S 89°55'30" W a distance of 230.00 feet to a point on the west line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°00'00" W along said west line a distance of 187.92 feet to the point of beginning, containing 9.65 acres, more or less.

**WHEREAS**, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:**

1. That a hearing will be held on the June 6, 2001, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2001.

Attest:

\_\_\_\_\_  
President of the Council

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

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

<b>PUBLISHED</b>
<b>May 4, 2001</b>
<b>May 11, 2001</b>
<b>May 18, 2001</b>
<b>May 25, 2001</b>



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**GRAND MEADOWS ANNEXATION**

**APPROXIMATELY 9.65 acres LOCATED AT  
30 ROAD and GUNNISON AVENUE,  
INCLUDING A PORTION OF 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the May 2, 2001, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on June 6, 2001; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

That the property situate in Mesa County, Colorado, and described to wit:

**GRAND MEADOWS ANNEXATION**

A parcel of land situate in the SE 1/4 NE 1/4 of Section 17 and in the SW 1/4 NW 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the N 1/16 corner on the east line of Section 17; thence S 00°00'00" E along the east line of the SE 1/4 NE 1/4 of said Section 17 a distance of 3.00 feet to the True Point of Beginning of the parcel contained herein; thence N 89°58'19" W along a line 3.00 feet south of and parallel with the north line of the SE 1/4 NE 1/4 of said Section 17 a distance of 27.00 feet to a point; thence S 00°00'00" E along a line 3.00 feet east of and parallel with the west right of way line for 30 Road a distance of 806.63 feet to a point; thence S 89°58'41" E a distance of 1.00 feet to a point; thence N 00°00'00" W along a line 4.00 feet east of and parallel with the west right of way line for said 30 Road a distance of 150.00 feet to a point; thence S 89°58'41" E a distance of 26.00 feet to a point on the west line of the SW 1/4 NW 1/4 of Section 16; thence N 00°00'00" W along the west line of said

SW 1/4 NW 1/4 a distance of 29.81 feet to a point; thence N 89°55'54" E a distance of 40.00 feet to a point on the east right of way line for said 30 Road; thence along the east right of way line for said 30 Road the following 3 courses:  
N 00°00'00" W a distance of 134.85 feet to a point;  
S 89°55'30" W a distance of 10.00 feet to a point;  
N 00°00'00" W a distance of 165.15 feet to a point;  
thence leaving said east right of way line N 89°55'30" E a distance of 1292.16 feet to a point on the east line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°05'30" W along the east line of said SW 1/4 NW 1/4 a distance of 329.80 feet to the NW 1/16 corner of said Section 16; thence S 89°55'30" W along the north line of said SW 1/4 NW 1/4 ( said north line also being the south line of Fruitwood Subdivisions, Filings 5,3 & 8 ) a distance of 1091.63 feet to a point; thence leaving said north line S 00°00'00" E a distance of 190.90 feet to a point; thence S 89°55'30" W a distance of 230.00 feet to a point on the west line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°00'00" W along said west line a distance of 187.92 feet to the point of beginning, containing 9.65 acres, more or less.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

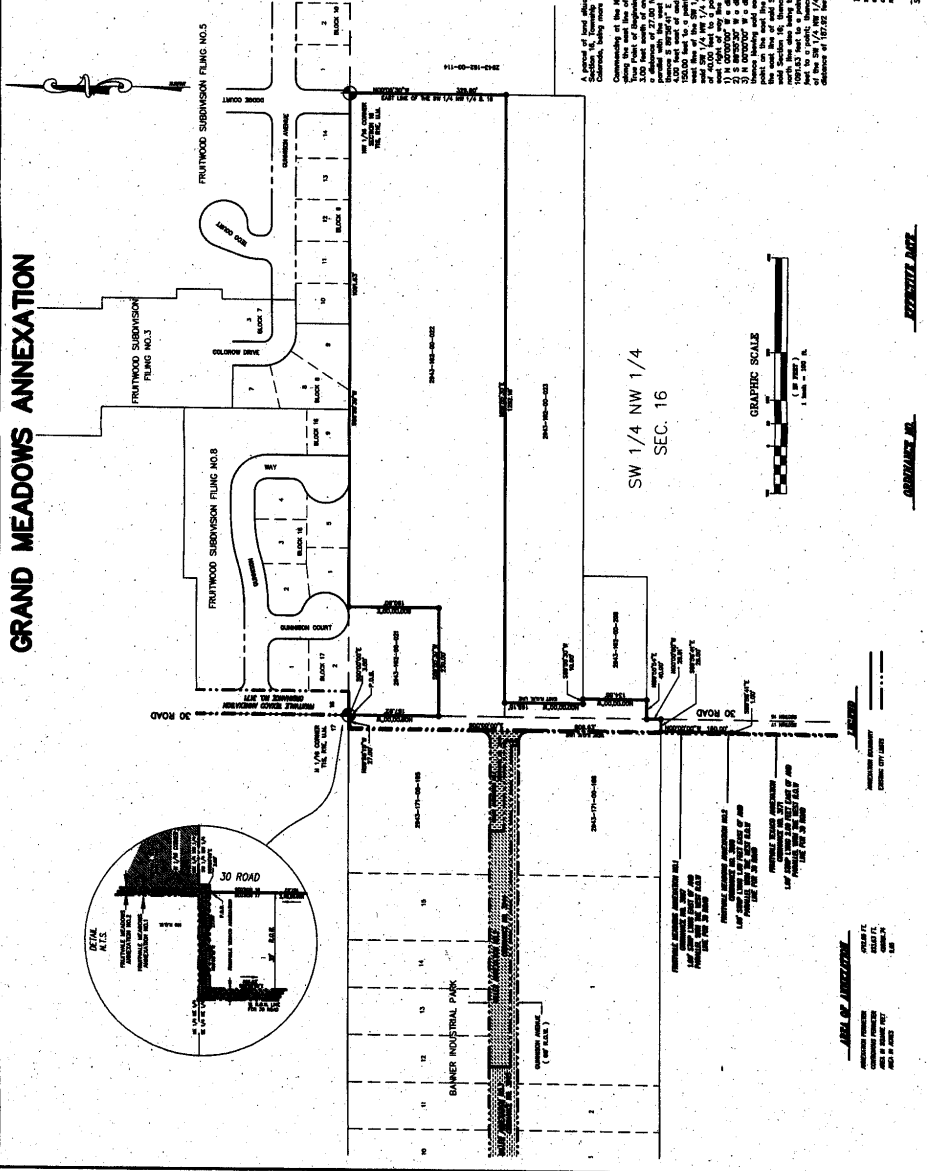
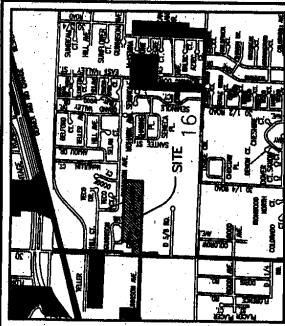
**ADOPTED** and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Attest:

\_\_\_\_\_  
President of the Council

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

# GRAND MEADOWS ANNEXATION



**LEGAL DESCRIPTION**

A portion of land situated in the SW 1/4 NE 1/4 of Section 17 and in the SW 1/4 NE 1/4 of Section 18, Township 3 North, Range 1 East of the 10th Meridian, County of Mesa, State of Colorado, to, to-wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 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581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DESIGNED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CHECKED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SCALE:** 1" = 200'

**DEPARTMENT OF PUBLIC WORKS AND UTILITIES  
ENGINEERING AND TECHNICAL SERVICES DIVISIONS  
CITY OF GRAND JUNCTION, COLORADO**

**GRAND MEADOWS ANNEXATION**

1  
9  
1



**Attach 6**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>C&amp;K Annexation</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 24, 2001</b>		
<b>Author:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
<b>Presenter Name:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** C&K Annexation, ANX-2001-092.

**Summary:** Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the C&K Annexation located at 2521 River Road.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Recommend City Council approve the Resolution for the Referral of Petition to Annex, first reading of the Annexation Ordinance and exercise land use immediately for the C&K Annexation and set a hearing for June 6, 2001.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>		<b>Indiv. Consideration</b>		<b>Workshop</b>
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**CITY OF GRAND JUNCTION**

**DATE:** April 24, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Lisa Gerstenberger

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**AGENDA TOPIC:** ANX-2001-092, C&K Annexation.

**SUMMARY:** Resolution for Referral of Petition to Annex/First reading of the Annexation Ordinance/Exercising land use jurisdiction immediately for the C&K Annexation located at 2521 River Road.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>2521 River Road</b>			
<b>Applicants:</b>		<b>Howard and Ken Nesbitt</b>			
<b>Existing Land Use:</b>		<b>Vacant</b>			
<b>Proposed Land Use:</b>		<b>Light Industrial</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Vacant</b>			
	<b>South</b>	<b>Vacant</b>			
	<b>East</b>	<b>Vacant</b>			
	<b>West</b>	<b>Vacant</b>			
<b>Existing Zoning:</b>		<b>County Industrial-1</b>			
<b>Proposed Zoning:</b>		<b>City I-1, Light Industrial and CSR</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>City C-2</b>			
	<b>South</b>	<b>No zoning-Colorado River</b>			
	<b>East</b>	<b>County Industrial-1</b>			
	<b>West</b>	<b>City CSR</b>			
<b>Growth Plan Designation:</b>		<b>Commercial/Industrial</b>			
<b>Zoning within density range?</b>		<b>x</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

The owners of the property have signed a petition for annexation, pursuant to the 1998 Persigo Agreement with Mesa County.

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the C&K Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<b>C&amp;K ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2001-092</b>	
<b>Location:</b>	<b>2521 River Road</b>	
<b>Tax ID Number:</b>	<b>2945-103-00-156; 2945-103-28-004,005,006 and 007; 2945-103-28-945</b>	
<b>Parcels:</b>	<b>6 parcels</b>	
<b>Estimated Population:</b>	<b>0</b>	
<b># of Parcels (owner occupied):</b>	<b>N/A</b>	
<b># of Dwelling Units:</b>	<b>0</b>	
<b>Acres land annexed:</b>	<b>9.935 acres</b>	
<b>Developable Acres Remaining:</b>	<b>9.935 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>N/A</b>	
<b>Previous County Zoning:</b>	<b>County Industrial-1</b>	
<b>Proposed City Zoning:</b>	<b>City I-1, Light Industrial</b>	
<b>Current Land Use:</b>	<b>Vacant</b>	
<b>Future Land Use:</b>	<b>Light Industrial</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$66,850</b>
	<b>Actual:</b>	<b>= \$230,500</b>
<b>Census Tract:</b>	<b>9</b>	
<b>Address Ranges:</b>	<b>2521 River Road</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water</b>

	<b>Sewer:</b>	<b>City</b>
	<b>Fire:</b>	<b>Grand Junction Rural Fire</b>
	<b>Drainage:</b>	<b>GJ Drainage District</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>N/A</b>

The following annexation and zoning schedule is being proposed.

<b>ANNEXATION SCHEDULE</b>	
<b>5-2-2001</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>5-15-2001</b>	Planning Commission considers Zone of Annexation
<b>5-16-2001</b>	First Reading on Zoning by City Council
<b>6-6-2001</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>7-8-2001</b>	Effective date of Annexation and Zoning

**Action Requested/Recommendation:** It is recommended that City Council approve the C&K Annexation.

Attachments:

- Resolution of Referral of Petition/Exercising Land Use Immediately
- Annexation Ordinance
- Annexation Map 1

H:\Projects2001\ANX-2001-092\C&KRefPet.doc



**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on May 2, 2001, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REFERING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION,  
COLORADO, SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**C&K ANNEXATION**

**LOCATED AT 2521 River Road**

**WHEREAS**, on May 2, 2001, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**C & K ANNEXATION**

That certain tract of land situate in the S.W. 1/4 of Section 10, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado, the perimeter of which is more particularly described as follows:

Beginning at the southeast corner of Redco Industrial Park, as recorded in Plat Book 13 at Page 16 of the Mesa County real property records, from whence the South 1/4 Corner of said Section 10 bears S89°46'10"E a distance of 1754.48 feet; thence N89°46'10"W a distance of 830.75 feet to the southwest corner of Redco Industrial Park; thence N15°20'01"W a distance of 152.16 feet to the west line of said Section 10; thence N00°02'41"W, on said west line, a distance of 272.54 feet to the northwest corner of Redco Industrial Park; thence, continuing on the west line of said Section 10, N00°02'41"W a distance of 578.45 feet to the southerly right-of-way line of River Road; thence S41°18'34"E, on said southerly right-of-way line, a distance of 437.42 feet to the northeast corner of Redco Industrial Park; thence S41°55'00"E a distance of 889.96 feet to the beginning, containing 9.935 acres more or less.

**WHEREAS**, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:**

1. That a hearing will be held on the June 6, 2001, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and

the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

**ADOPTED** this 2<sup>nd</sup> day of May, 2001.

Attest:

\_\_\_\_\_  
President of the Council

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

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

<b>PUBLISHED</b>
<b>May 4, 2001</b>
<b>May 11, 2001</b>
<b>May 18, 2001</b>
<b>May 25, 2001</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**C&K ANNEXATION**

**APPROXIMATELY 9.935 ACRES LOCATED AT  
2521 RIVER ROAD**

**WHEREAS**, on the May 2, 2001, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on June 6, 2001; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

That the property situate in Mesa County, Colorado, and described to wit:

**C & K ANNEXATION**

That certain tract of land situate in the S.W.1/4 of Section 10, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado, the perimeter of which is more particularly described as follows:

Beginning at the southeast corner of Redco Industrial Park, as recorded in Plat Book 13 at Page 16 of the Mesa County real property records, from whence the South 1/4 Corner of said Section 10 bears S89°46'10"E a distance of 1754.48 feet; thence N89°46'10"W a distance of 830.75 feet to the southwest corner of Redco Industrial Park; thence N15°20'01"W a distance of 152.16 feet to the west line of said Section 10; thence N00°02'41"W, on said west line, a distance of 272.54 feet to the northwest corner of Redco Industrial Park; thence, continuing on the west line of said Section 10, N00°02'41"W a distance of 578.45 feet to the southerly right-of-way line of River Road; thence S41°18'34"E, on said southerly right-of-way line, a distance of 437.42 feet to the

northeast corner of Redco Industrial Park; thence S41°55'00"E a distance of 889.96 feet to the beginning, containing 9.935 acres more or less.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

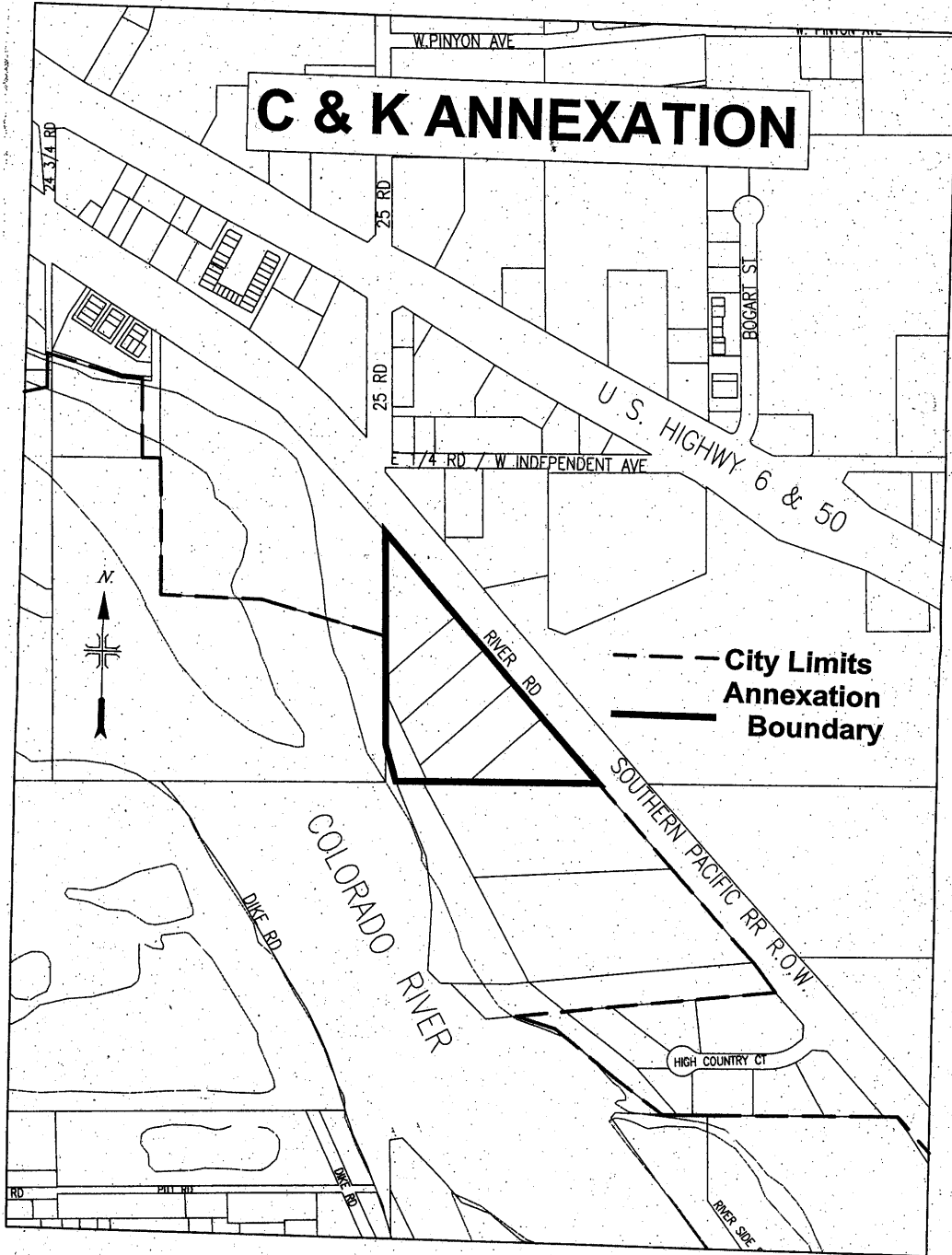
**ADOPTED** and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Attest:

\_\_\_\_\_  
President of the Council

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

# C & K ANNEXATION



**Attach 7**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Gamble/Sage Zone of Annexation</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 26, 2001</b>		
<b>Author:</b>	<b>Lori V. Bowers</b>	<b>Associate Planner</b>	
<b>Presenter Name:</b>	<b>Lori V. Bowers</b>	<b>Associate Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Zone of Annexation for Gamble/Sage property, located at 3070 I-70 B; File # ANX-2001-043.

**Summary:** The Petitioner had requested the zoning designation of C-2 (Heavy Commercial) be placed upon the property upon annexation to the City. Upon review of adjacent County and City zoning, staff is suggesting the zoning designation of C-1 (Light Commercial) be recommended. The applicants are currently in the site plan review process for a new office building and enclosed workshop/garage facility with screened outdoor storage.

**Background Information:** See attached Staff Report

**Budget:** N/A

**Action Requested/Recommendation:** Approve the zoning designation of C-1 for the Gamble/Sage Annexation.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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**AGENDA TOPIC:** Zone of Annexation for Gamble/Sage property, located at 3070 I-70 B; File # ANX-2001-043.

**SUMMARY:** The Petitioner had requested the zoning designation of C-2 (Heavy Commercial) be placed upon the property upon annexation to the City. Upon review of adjacent County and City zoning, staff is suggesting the zoning designation of C-1 (Light Commercial) be recommended. The applicants are currently in the site plan review process for a new office building an enclosed workshop/garage facility with screened outdoor storage.

**ACTION REQUESTED:** Approval from City Council of the rezoning/zone of annexation request to C-1 (Light Commercial) for Sage Properties LLC, located at 3070 I 70-B.

BACKGROUND INFORMATION				
<b>Location:</b>		<b>3070 I-70 B.</b>		
<b>Applicants:</b>		<b>Sage Properties, LLC, owners; Mark Austin, of RG Consulting Engineers, representative.</b>		
<b>Existing Land Use:</b>		<b>Vacant land</b>		
<b>Proposed Land Use:</b>		<b>Office, Warehouse/shop/garage/outside storage</b>		
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>		
	<b>South</b>	<b>I-70 B and Southern Pacific Railroad</b>		
	<b>East</b>	<b>Commercial / Dale Broom RV sales</b>		
	<b>West</b>	<b>Vacant</b>		
<b>Existing Zoning:</b>		<b>B-2</b>		
<b>Proposed Zoning:</b>		<b>C-1</b>		
<b>Surrounding Zoning:</b>	<b>North</b>	<b>Mesa County B-2 and RSF-4</b>		
	<b>South</b>	<b>I-1 (across the highway and R.R. tracks)</b>		
	<b>East</b>	<b>C-1</b>		
	<b>West</b>	<b>Mesa County B-2</b>		
<b>Growth Plan Designation:</b>		<b>Commercial</b>		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**Project Analysis:**

**Zone of Annexation / Rezoning:** The petitioner is requesting approval of the zone of annexation/rezoning of approximately 6.06 acres to the zoning designation of C-2 (Heavy Commercial). Staff recommends the zone of C-1 (Light Commercial). The zone of C-1 (Light Commercial) is closer to the Mesa County zoning designation of B-2 (Business). C-1 zoning is also consistent with previous annexation zonings in this area. The Growth Plan designates this area as a Commercial area. After verification of the existing zoning of B-2, the County stated that the zone of B-2 was consistent with the designation of "Commercial" on the growth plan. The Zoning and Development Code states that the zone of C-1 (Light Commercial) allows the proposed use of "Contractor Trade shops with indoor operations and storage". "Contractor and Trade Shops, Indoor operations and outdoor storage (including heavy vehicles)" requires a Conditional Use Permit in this zoning district. This is a double fronted lot and the C-1 zoning district requires storage to be on the back half of the lot. The applicant has provided a screened outdoor storage area on their site plan. The proposed storage area is behind the principal structure, thus considered to be on the back half of the lot. Planning Commission approved a Conditional Use Permit for this project, and is recommending the zoning designation of C-1 (Light Commercial) for this property.

In order for the rezoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

1. The existing zoning was in error at the time of adoption;

*The zoning at the time of adoption was not in error.*

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

*There has been no change in the character of the neighborhood.*

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

*The proposed zone of annexation/rezone is compatible with the neighborhood and should not create any adverse impacts. Adequate screening has been provided per Code for the properties across from E ¼ Road.*

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

*The proposal conforms to the Growth Plan and the requirements of the Code.*

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

*Adequate facilities currently exist on the property.*

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and  
*(Not applicable to annexation)*

7. The community or neighborhood will benefit from the proposed zone.  
*The Community will benefit by the development of this property.*

Staff feels the proposed site plan shows adequate screening for the protection of the residentially zoned property to the north and adequate screening on the other sides of the storage area. Considering the property to the east has extensive outdoor display and the land to the west is vacant, the plan addresses the minimal screening needs of this proposal. The north side of the property is screened with landscaping and an opaque covering over a chain link fence. The east and west sides of the property propose landscaping as the screen.

**STAFF RECOMMENDATION:**

Staff recommends, approval of the request for the zone of annexation from County B-2 to the City zoning designation of C-1 (Light Commercial) for the Gamble/Sage Annexation, located at 3070 I-70 B

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommends to City Council the zone of annexation for the Gamble/Sage property, consisting of 6.06 acres, to that of C-1 (Light Commercial) zone district.

**ATTACHMENTS:**

Zoning Ordinance  
Annexation Boundary Map

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE No. \_\_\_\_\_**

**ZONING THE GAMBLE/SAGE ANNEXATION TO LIGHT COMMERCIAL (C-1)  
LOCATED AT 3070 I-70 B**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying a C-1, Light Commercial zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-1, Light Commercial zone district be established for the following reasons:

This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.

This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The following property shall be zoned the Light Commercial (C-1) zone district

Includes the following tax parcel 2943-094-00-115

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
GAMBLE / SAGE ANNEXATION**

A parcel of land situate in the NE 1/4 SE 1/4 and in the NW 1/4 SE 1/4 of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the northeast corner of the NW 1/4 SE 1/4 of said Section 9; thence S 89°58'48" E along the north line of the NE 1/4 SE 1/4 of Section 9 a distance of 331.00 feet to a point; thence leaving the north line of said NE 1/4 SE 1/4 S 00°09'13" E a distance of 728.86 feet to the True Point of Beginning of the parcel described herein; thence S 00°09'13" E a distance of 525.40 feet to a point on the northerly right of way line for I-70B ( said point also being the southwest corner of Lot 5 of 31 Road Business Park ); thence N 68°45'00" E along the northerly right of way line for said I-70B a distance of 256.37 feet to a point; thence leaving said northerly right of way line S 00°18'27" E a distance of 237.05 feet to a point; thence S 72°50'00" W along a line 1.00 feet north of and parallel with the southerly right of way line for said I-70B a distance of 833.81 feet to a

point; thence leaving said line N 00°09'13" W a distance of 208.23 feet to a point on the northerly right of way line for said I-70B; thence leaving said northerly right of way line N 00°09'13" W a distance of 537.87 feet to a point on the northerly right of way line for E 1/4 Road ( said point also being the southwest corner of Lot 1 of Solar Horizons Village ); thence N 73°04'12" E along the northerly right of way line for said E 1/4 Road a distance of 582.28 feet to the point of beginning.

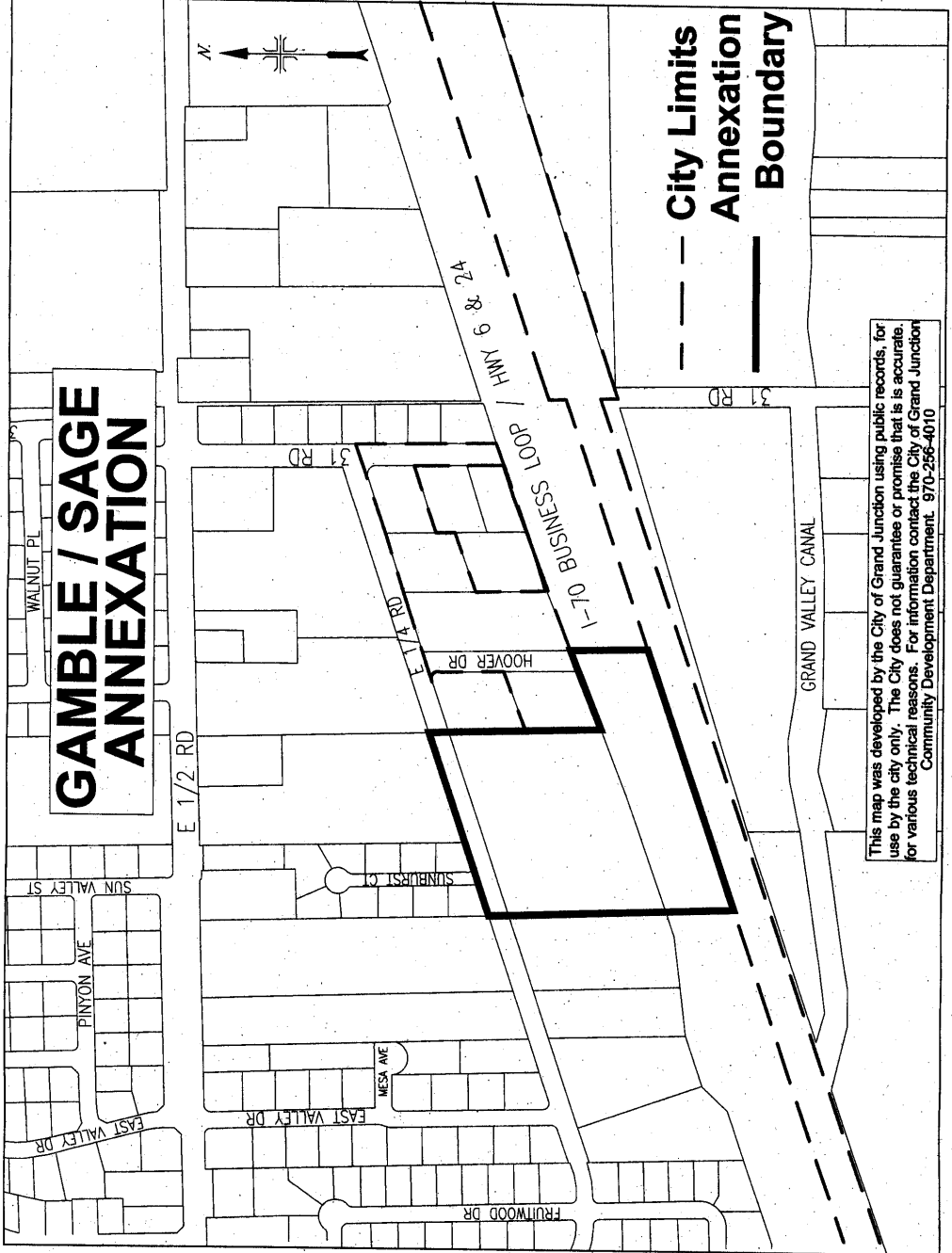
Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PASSED and ADOPTED on second reading this \_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
President of the Council

ATTEST:

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



# GAMBLE / SAGE ANNEXATION

This map was developed by the City of Grand Junction using public records, for use by the city only. The City does not guarantee or promise that it is accurate, for various technical reasons. For information contact the City of Grand Junction Community Development Department. 970-256-4010

**Attach 8**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Snidow Zone of Annexation (ANX-2001-062)</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 25, 2001</b>		
<b>Author:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
<b>Presenter Name:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** First reading of the Zoning Ordinance for the Snidow Annexation, (ANX-2001-062).

**Summary:** Request for the first reading of the Zoning Ordinance to rezone the annexation area from County AFT to City C-2. The rezone area is located at 3165 D Road and including portions of the 29 5/8 Road and D Road Rights-of-way. (#ANX-2001-062). This 34.14 acre annexation consists of one parcel of land.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council conduct the first reading of the Zoning Ordinance and set a hearing for May 16, 2001.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes,
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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**CITY OF GRAND JUNCTION  
CITY COUNCIL**

**MEETING DATE: MAY 2, 2001  
STAFF PRESENTATION: PAT CECIL**

**AGENDA TOPIC:** Zone of Annexation for ANX-2001-062 (Snidow/Pipe Trades Commercial Park)

**SUMMARY:** The Petitioner is requesting a rezoning of approximately 16.59 acres from ATF (County) to the General Commercial (C-2) district in order to implement an approved preliminary plan for the creation of eleven commercial lots.

**ACTION REQUESTED:** City Council first reading of the Zoning Ordinance.

<b>Location:</b>		<b>3165 D Road</b>	
<b>Applicants:</b>		<b>Donald and Tamera Snidow</b>	
<b>Existing Land Use:</b>		<b>Residential</b>	
<b>Proposed Land Use:</b>		<b>Commercial subdivision</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential/Agricultural</b>	
	<b>South</b>	<b>Commercial/Industrial</b>	
	<b>East</b>	<b>Commercial/Industrial</b>	
	<b>West</b>	<b>Agricultural</b>	
<b>Existing Zoning:</b>		<b>RSF-R (AFT) in County</b>	
<b>Proposed Zoning:</b>		<b>C-2 Heavy Commercial</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>PUD (Residential)</b>	
	<b>South</b>	<b>Planned Industrial</b>	
	<b>East</b>	<b>Planned Commercial</b>	
	<b>West</b>	<b>RSF-R (AFT)</b>	
<b>Growth Plan Designation:</b>		<b>Commercial/Industrial</b>	
<b>Zoning within density range?</b> N/A		<input type="checkbox"/>	<b>Yes</b>
		<input type="checkbox"/>	<b>No</b>

**Project Analysis:**

**Rezoning:** The petitioner is requesting approval of a rezoning of approximately 16.59 acres to the General Commercial (C-2) zone district from the County zoning of ATF.



The proposed zoning is consistent with the Commercial/Industrial Growth Plan designation and is consistent with adjacent County zoning and property uses to the south and east.

In order for the rezoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

3. The existing zoning was in error at the time of adoption;

The zoning at the time of adoption was not in error. The County zoning would have permitted some commercial activity on the site.

4. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, ect.;

With annexation of the property to the City, along with the provision of City services, a change is occurring to the character of the area.

6. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

There already exist commercial and industrial activities occurring immediately adjacent to the project site to the south and east.

7. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

The proposed zoning complies with the goals and policies of the Growth Plan designation for the site.

8. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Adequate public facilities will be available or financially assured for the project upon recordation of the plat.

9. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

The Growth Plan recognizes the need for additional commercial development in this area. The proposed rezoning implements the Growth Plan.

8. The community or neighborhood will benefit from the proposed zone.

The proposed rezoning and subsequent development of the commercial subdivision will increase property values, jobs in the area and the tax base of the City.

**PLANNING COMMISSION RECOMMENDATION:**

That the City Council find the rezoning consistent with the Growth Plan, Section 2.6 and 2.14 of the Zoning and Development Code, adjacent property zoning and usage, and recommend adoption of the rezoning from the AFT zone district to the C-2 zone district to the City Council.

Attachments: a. Zoning Ordinance  
b. Location map

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE No. \_\_\_\_**

**ZONING THE SNIDOW ANNEXATION TO THE GENERAL COMMERCIAL  
(C-2) ZONE DISTRICT, LOCATED AT 3165 D ROAD**

Recitals.

**After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying a C-2 zone district to this annexation.**

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-2 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14 of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

The following property shall be zoned to the General Commercial (C-2) zone district:

Includes the following tax parcel 2943-221-00-092

Beginning at the Northwest Corner of the NE ¼ NE ¼ of Section 22, Township 1 South, Range 1 East, of the Ute Meridian; thence south 1320 feet along the west line of the NE ¼ NE ¼ of said Section 22; thence East 9.09 feet; thence North 0° 23' 40" West 1320.03 feet; thence West to the beginning,

AND

The East Half of the NW ¼ of NE ¼ of Section 22, Township 1 South, Range 1 East of the Ute Meridian, EXCEPT the South 225.0 feet thereof, Mesa County, Colorado.

Introduced on first reading this 2<sup>nd</sup> day of May, 2001.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2001.

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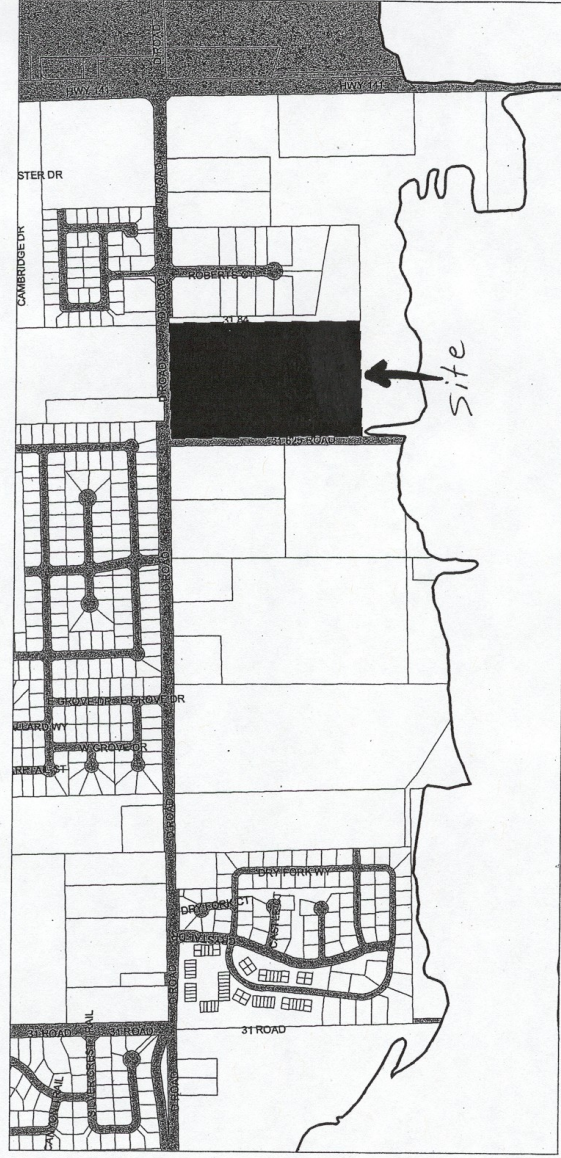
President of the Council

ATTEST:

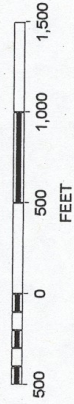
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City Clerk

# 3165 D Road



SCALE 1 : 9,797



Parcels in Flood Plain	
100 Year Flood Plain	
	Zoning
	RSF-R
	RSF-E
	RSF-1
	RSF-2
	RSF-4
	RSF-5
	RMF-8
	RMF-12
	RMF-16
	RMF-24
	R-O
	B-1
	B-2
	C-1
	C-2
	MU
	I-O
	L-1

Attach 9

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Resolution to consider rescinding eminent domain</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 26, 2001</b>		
<b>Author:</b>	<b>Kelly Arnold</b>	<b>City Manager</b>	
<b>Presenter Name:</b>	<b>Dave Varley</b>	<b>Assistant City Manager</b>	
	<b>Workshop</b>	<b>x</b>	<b>Formal Agenda</b>

**Subject:** Consideration of a resolution to rescind previous resolution to proceed with eminent domain to acquire Colorado Catfish Company.

**Summary:** On March 21<sup>st</sup>, Council adopted Resolution No. 26-01 (attached) to enact possible condemnation proceedings to attain Colorado Catfish Company. This resolution rescinds the action directed in Resolution No. 26-01.

**Background Information:** The authority to proceed with possible condemnation action is needed for three reasons: 1) the project needs to meet the parking codes for the additional space being added during the remodel; 2) new enhancements and aesthetics are going to be incorporated into this project; 3) negotiations to that point had not been concluded and time was of the essence to incorporate this parcel as part of the construction project.

After further review, the code issue can be met. If the parking lot was to be built without the Colorado Catfish parcel, there would be one extra space over the code requirement. With that piece of information, it is appropriate for Council to consider whether it is still necessary to proceed with a condemnation process to acquire Colorado Catfish Company.

**Budget:** There is \$225,000 in the project budget for acquisition and demolition of the Colorado Catfish Company property. If this property is not acquired, the funds could be used for other purposes, including further enhancements to the remodeling project such as the acoustics.

**Action Requested/Recommendation:** Staff still believes that there is some merit in acquiring the project, but appreciates that fact that the project can proceed without the

property. If Council doesn't wish to proceed with condemnation and understands that the property may stay and be adjacent to the improvements, then it is appropriate for the Council to approve the resolution.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes,
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>When:</b>	<input type="checkbox"/>
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<b>Placement on Agenda:</b>	<input type="checkbox"/>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> x	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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**RESOLUTION NO. 01**

**RESOLUTION RESCINDING THE AUTHORITY TO EXERCISE THE CITY'S  
POWER OF EMINENT DOMAIN AS IT RELATES TO  
LOTS 11 AND 12, INCLUSIVE, BLOCK 122**

Recitals.

On March 21, 2001, this Council adopted Resolution No. 26-01 finding that it was proper and necessary that, failing the ability to successfully enter into a contract to purchase, the City exercise its powers of eminent domain to acquire what is commonly known as the Colorado Catfish House for the Two Rivers Convention Center re-model project.

While that purpose is still valid, since that time the City Manager has evaluated the parking lot design, the timing of the last possible date to begin the construction work without substantially increasing costs, and landscaping options to enhance and protect the Two Rivers remodel project.

Based upon design evaluation of the parking lot, the Council finds that the number of parking spaces required meet the minimum standards of the City's codes.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE City of Grand Junction,

1. The Council hereby rescinds the authority to exercise the City's power of eminent domain as it relates to Lots 11 and 12, inclusive, Block 122. This rescission of Resolution No. 26-01 is not a determination that such property may never be necessary for the public use and benefit, only that it is not so required at this time.
2. The City Manager is yet authorized to negotiate to acquire, on a consensual basis, said property, within project budget and construction time constraints.

DONE this 2<sup>nd</sup> day of May, 2001

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Gene Kinsey, Mayor

ATTEST:

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Stephanie Nye, City Clerk



**RESOLUTION NO. 26-01**

**A RESOLUTION DETERMINING THE NECESSITY OF  
AND AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY,  
BY EITHER NEGOTIATION OR CONDEMNATION,  
FOR MUNICIPAL PUBLIC FACILITIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,  
COLORADO:

Section 1. It is hereby determined that it is necessary to the public health, safety and welfare that certain property be acquired for public street, sidewalk, parking, utility and drainage purposes. The necessary property as hereafter described in Section 3, is to be acquired by negotiation and purchase if possible; provided, however, the condemnation of said property is hereby specifically approved and authorized. The property sought to be acquired is to be used for municipal public purposes associated with the renovation of Two Rivers Convention Center.

Section 2. The City Attorney is hereby specifically authorized and directed to take all necessary legal measures, including condemnation, to acquire the property which is legally described and set forth in the following section, which is hereby determined to be necessary to be acquired to be used for public street, sidewalk, parking, utility and drainage purposes. The City Attorney is further authorized to request immediate possession of the parcels hereinafter set forth.

Section 3. Interest to be acquired: Fee simple absolute.

Owner of record: ROBERT C. MILLER

Legal Description: Lots 11 and 12, inclusive, Block 122 of the Original Plat of the City of Grand Junction, Mesa County Colorado.

The interest to be acquired shall include all buildings attached to the property as realty in accordance with Colorado law.

Section 4. The City Engineer is hereby authorized to amend the legal description(s) of the parcels to be acquired and the nature of the interests to be acquired, if necessary in the course of construction.

Section 5. The City Council hereby finds and resolves, in the event that acquisition by condemnation of the parcels described in this resolution is commenced, that immediate possession is necessary for the public health, safety and welfare, due to design, bidding and construction deadlines.

Section 6. The Charter authorizes this resolution and the actions described. The resolution shall be effective upon an affirmative vote of a majority of the City Council considering it.

DONE this 21st day of March 2001.

/s/ Gene Kinsey  
Gene Kinsey, Mayor

ATTEST:

/s/ Stephanie Nye  
Stephanie Nye, City Clerk

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Faircloud Subdivision – Correction to Zoning</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 25, 2001</b>		
<b>Author:</b>	<b>Bill Nebeker</b>	<b>Senior Planner</b>	
<b>Presenter Name:</b>	<b>Bill Nebeker</b>	<b>Senior Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Correction to Zoning – Faircloud Subdivision File #FPP-1999-280R.

**Summary:** Faircloud Subdivision was mistakenly zoned to RSF-4 with adoption of the new zoning map. It should have been zoned to PD to reflect the approved PR 3.4 zone on the parcel as part of the approved Faircloud Subdivision. At its hearing of April 10, 2001 the Planning Commission recommended approval of this request.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Adopt ordinance on second reading.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>NEC F ½ &amp; 30 Road</b>	
<b>Applicant:</b>		<b>City of Grand Junction</b>	
<b>Existing Land Use:</b>		<b>Single Family Homes under construction</b>	
<b>Proposed Land Use:</b>		<b>Single Family residential</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Single family residential</b>	
	<b>South</b>	<b>Single family residential</b>	
	<b>East</b>	<b>Vacant – agricultural</b>	
	<b>West</b>	<b>Single family residential</b>	
<b>Existing Zoning:</b>		<b>RSF-4</b>	
<b>Proposed Zoning:</b>		<b>PD</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>RSF-R &amp; County PUD</b>	
	<b>South</b>	<b>County RMF-5</b>	
	<b>East</b>	<b>County RSF-R</b>	
	<b>West</b>	<b>PD</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium Low: 2 to 4 units per acre</b>	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**STAFF ANALYSIS:**

Faircloud Subdivision consists of 55 lots on approximately 16.53 acres in three filings. When annexed to the City as part of the Darla Jean Annexation, this parcel was zoned RSF-4. As part of an approved development application, Faircloud was zoned to PR 3.4 on April 1, 1998. Filing 1 was approved by the Planning Commission on June 8, 1998 and Filings 2 and 3 on February 8, 1999.

Before and during the time this development was under review the new zoning map for the City was being prepared. This parcel was mistakenly designated RSF-4, reflecting the zone of annexation rather than the approved zoning of PD. It was recently brought to the Community Development Department's attention that the current RSF-4 zoning of the property requires side setbacks of 7-feet, rather than the 5-feet allowed as part of the approved PR 3.4 zone district. Unless the zoning is corrected, lot sizes in the subdivision would also be nonconforming since they are smaller than the minimum 8000 square feet required in the RSF-4 zone district.

No default standards or zone were designated for this Planned Development since it was approved prior to adoption of the new zoning and development code. The prior code did not require default standards. However staff recommends that a default zone of RSF-4 be attached to this planned development so that the standards of this zone district shall apply if not specifically stated in the approved planned development. The density of this subdivision, 3.33 dwellings per acre, most closely corresponds with the density of the RSF-4 zone district.

Approved bulk standards for the subdivision are as follows. Also listed for comparison purposes are the corresponding bulk standards of the RSF-4 zone district.

#### Faircloud Planned Zone Bulk Requirements

		Faircloud PD Standards	RSF-4 Standards
Front Yard Setback	Principal Structure	20 feet*	20 feet
Side Yard Setback	Principal Structure	5 feet*	7 feet
Rear Yard Setback	Principal Structure	25 feet*	25 feet
Front Yard Setback	Accessory Structure	20 feet	25 feet
Side Yard Setback	Accessory Structure	3 feet*	3 feet
Rear Yard Setback	Accessory Structure	10 feet*	5 feet
Height		32 feet*	35 feet
Max. Lot Coverage**		35%*	50 %
Lot Area		6343 SF	8000 SF
Lot Width		62.5 feet	75 feet
Street Frontage		18.81 feet	20 feet
FAR		0.40 (default)	0.40

- An asterisk denotes that this standard was specified at the time of preliminary plat approval in the written narrative. No asterisk denotes that the standard was determined from review of final plat layout.
- Maximum lot coverage is calculated using the definition in the Zoning and Development Code adopted by the Grand Junction City Council on July 5, 1989 by Ordinance No. 2432 with text amendments/revisions passed and adopted on May 21, 1997.
- No side setback is required for common wall on attached garages. See plat notes for more information.
- The approved front yard setback for the planned zone is less restrictive than the front yard setback stated on the recorded plat. Staff will enforce the less restrictive setback.

The owner of this subdivision, Mr. Stan Seligman of NEGJLand Investors, Inc. has been notified of this correction and is in agreement with staff on the rezone of this property to PD.

**PLANNING COMMISSION RECOMMENDATION:** At its hearing of April 10, 2001 the Planning Commission recommended approval of this request.

ATTACHMENTS TO THIS REPORT INCLUDE THE FOLLOWING:

1. vicinity map
2. aerial photo
3. subdivision plat

bn\fp\99280R-FaircloudRezone-ccr&ord.doc\report prepared041101

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**CORRECTING ZONING OF THE FAIRCLOUD SUBDIVISION  
LOCATED AT THE NORTHEAST CORNER OF  
F<sup>1</sup>/<sub>2</sub> AND 30 ROAD  
(FROM RSF-4 TO PD)**

Recitals.

Faircloud Subdivision consists of 55 lots on approximately 16.53 acres in three filings. When annexed to the City as part of the Darla Jean Annexation, this parcel was zoned RSF-4. As part of an approved development application, Faircloud was zoned to PR 3.4 on April 1, 1998.

When the revised zoning map was adopted on March 7, 2000 these parcels were inadvertently zoned RSF-4 instead of PD (Planned Zone), reflecting the existing zoning of PR 3.4. The PD zone is necessary to develop this subdivision as intended. Unless the zoning is corrected, side yard setbacks and lot sizes in the subdivision would become nonconforming. The subdivision is only partially built out.

The original planned zone for this subdivision had no default standards since it was approved under the former code, which did not require them. A default zone of RSF-4 is recommended. The density of this subdivision, 3.33 dwellings per acre, most closely corresponds with the density of the RSF-4 zone district. All standards of the RSF-4 zone district, including allowed uses, apply to this subdivision unless stated otherwise in the bulk standards approved for this planned zone.

The Future Land Use Map of the Growth Plan shows a Residential Medium Low 2-4 dwellings per acre designation for this parcel. The PD zone is in conformance with this designation as it was when it was originally zoned.

At its hearing of April 10, 2001 the City Planning Commission recommended approval of this correction to the zoning map.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

Council finds that the zoning for this parcel was in error and hereby corrects the zoning map to show the following described parcels to be zoned PD with an underlying default zone of RSF-4. The bulk standards of this PD zone are as follows:

Faircloud Planned Zone Bulk Requirements

Front Yard Setback	Principal Structure	20 feet
Side Yard Setback	Principal Structure	5 feet
Rear Yard Setback	Principal Structure	25 feet
Front Yard Setback	Accessory Structure	20 feet
Side Yard Setback	Accessory Structure	3 feet
Rear Yard Setback	Accessory Structure	10 feet
Height		32 feet
Max. Lot Coverage*		35%
Lot Area		6343 SF
Lot Width		62.5 feet
Street Frontage		18.81 feet

\*Maximum lot coverage is calculated using the definition in the Zoning and Development Code adopted by the Grand Junction City Council on July 5, 1989 by Ordinance No. 2432 with text amendments/revisions passed and adopted on May 21, 1997.

The following described parcel is hereby zoned PD:

Faircloud Subdivision as recorded in Plat Book 16, Pages 292-293.

INTRODUCED for FIRST READING and PUBLICATION this 18th day of April, 2001.

PASSED on SECOND READING this      day of      2001.

ATTEST:

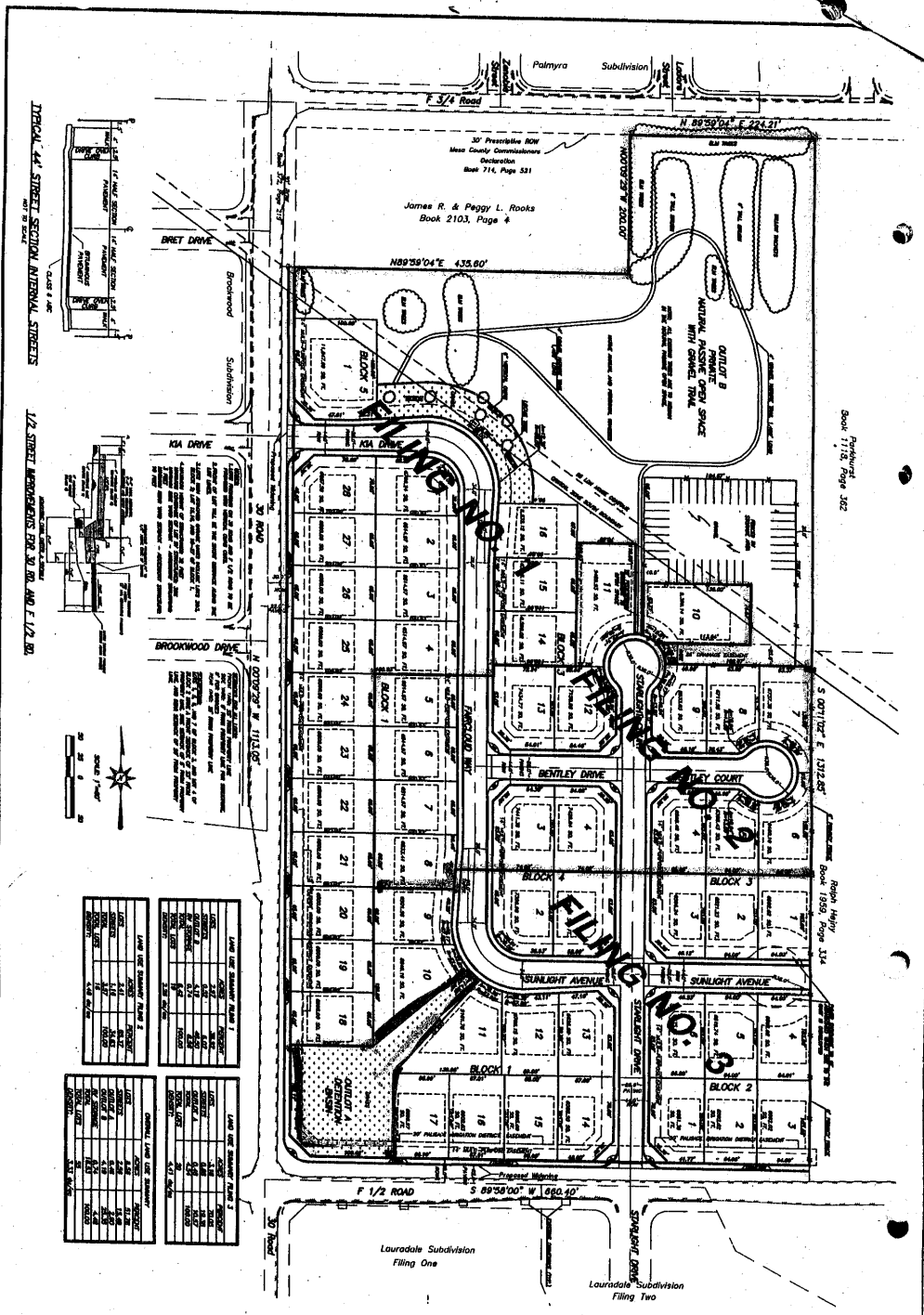
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council









TYPICAL 1/4 STREET SECTION, INTERMEDIATE STREETS

1/2 STREET IMPROVEMENTS FOR 30, 30, AND 1/2 IN.

LAND USE SUMMARY - BLOCK 1		LAND USE SUMMARY - BLOCK 2	
LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)
1	1,234	1	1,234
2	1,234	2	1,234
3	1,234	3	1,234
4	1,234	4	1,234
5	1,234	5	1,234
6	1,234	6	1,234
7	1,234	7	1,234
8	1,234	8	1,234
9	1,234	9	1,234
10	1,234	10	1,234
11	1,234	11	1,234
12	1,234	12	1,234
13	1,234	13	1,234
14	1,234	14	1,234
15	1,234	15	1,234
16	1,234	16	1,234
17	1,234	17	1,234
18	1,234	18	1,234
19	1,234	19	1,234
20	1,234	20	1,234
21	1,234	21	1,234
22	1,234	22	1,234
23	1,234	23	1,234
24	1,234	24	1,234
25	1,234	25	1,234
26	1,234	26	1,234
27	1,234	27	1,234
28	1,234	28	1,234

**LANDesign**  
ENGINEERS • SURVEYORS • PLANNERS  
2800 GRAND AVENUE  
GRAND JUNCTION, COLORADO 81501 (970) 244-4000

**FAIRCLOUD SUBDIVISION**

**PRELIMINARY PLAN**

DATE	NO.	REVISION	BY
01/24/08	1	PER CITY REVIEW COMMENTS	

PROJECT NO.: 07017    FILE NAME: 07017 MASTER LAYOUT-B    DATED: JANUARY 1998    DRAWN: MBS    CHECKED: CWS

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Florida Street Vacation – White Willows Subdivision</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 25, 2001</b>		
<b>Author:</b>	<b>Bill Nebeker</b>	<b>Senior Planner</b>	
<b>Presenter Name:</b>	<b>Bill Nebeker</b>	<b>Senior Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Florida Street Vacation - White Willows Subdivision (Filing 1); located at 2851 D Road; File# VR-2001-059.

**Summary:** In conjunction with the approval of White Willows Subdivision Filing 1 the applicant requests to vacate Florida Street right-of-way within the boundaries of this development. The purpose of the vacation is to align the street with the existing location of the water and sewer lines, which is approximately 100 feet south of the unimproved right-of-way. At its hearing of April 10, 2001 the Planning Commission recommended approval of this request.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Adopt ordinance on second reading.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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<b>BACKGROUND INFORMATION</b>				
<b>Location:</b>		<b>2856 C ½ Road, 2851 and 2863 D Road</b>		
<b>Applicants:</b>		<b>Robert J. &amp; Marvelle F. Smith; LA Enterprises of GJ &amp; The Patnode Family Trust (Gene &amp; Loretta Patnode)</b>		
<b>Existing Land Use:</b>		<b>Agricultural/Vacant/Single Family</b>		
<b>Proposed Land Use:</b>		<b>Residential single family</b>		
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Vacant &amp; agricultural</b>		
	<b>South</b>	<b>Residential, agricultural &amp; vacant</b>		
	<b>East</b>	<b>Agricultural &amp; residential under construction (Skyler Subdivision)</b>		
	<b>West</b>	<b>Single family residential</b>		
<b>Existing Zoning:</b>		<b>RSF-4</b>		
<b>Proposed Zoning:</b>		<b>No change proposed</b>		
<b>Surrounding Zoning:</b>	<b>North</b>	<b>PE (Mesa County) – Planned Education</b>		
	<b>South</b>	<b>RSF-R (Mesa County) – 5 acre lot minimum</b>		
	<b>East</b>	<b>PD (City) – 4 units per acre</b>		
	<b>West</b>	<b>RSF-2 (Mesa County) – 2 units per acre</b>		
<b>Growth Plan Designation:</b>		<b>Residential Med Low: 2 to 4 units per acre</b>		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**STAFF ANALYSIS:****Florida Street Vacation:**

In conjunction with the approval of the White Willows Subdivision Filing 1, Florida Street is proposed to be relocated about 100 feet to the south to align with the location of the existing sewer and water line. Florida Street stubs are provided at the east and west property lines for future extension of the street to other property as it develops. As property develops to the east the street will curve to the north to follow the path of sewer and water lines. It is unknown why the sewer and water lines were not installed in the street right-of-way. Temporary turnarounds are not needed at the ends of the vacated street because it has not been constructed. Florida Street at this location only exists on paper.

At its hearing of April 10, 2001 the Planning Commission found that the requested street vacation complies with Section 2.11 of the Grand Junction Zoning and Development Code as follows:

1. Conformance with the Growth Plan, major street plan and other adopted plans and policies of the City.

The major street plan does not show the Florida Street alignment. However Florida Street is the only east-west street between 28 and 29 Road and D and C ½ Road. The extension of Florida Street is critical to the future buildout of this area. The vacation is not eliminating Florida Street, but merely realigning it over the existing water and sewer lines. The proposal is in general conformance with the Growth Plan.

2. No parcel shall be landlocked as a result of the vacation.

This vacation does not change the access to any parcel.

3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation.

This vacation does not restrict access to any parcel.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

This vacation does not create adverse impacts on any parcel.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code.

No public facilities or services are inhibited by this vacation.

6. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

*The benefits to the City as a result of this vacation are better efficiency of land, greater access to public facilities and improved traffic circulation.*

**PLANNING COMMISSION RECOMMENDATION:** Approval

**ATTACHMENTS:**

1. Vicinity map
2. Aerial photo
3. Vacation Exhibit
4. White Willows Preliminary Plat

**CITY OF GRAND JUNCTION**

**ORDINANCE NO. \_\_\_\_\_**

**VACATING FLORIDA STREET  
LOCATED AT THE 28½ ROAD ALIGNMENT WITHIN THE  
APPROVED WHITE WILLOWS SUBDIVISION,  
BEING A PORTION OF BEVIER SUBDIVISION**

Recitals.

Florida Street is an unimproved right-of-way located between D and C ½ Road and between 28 and 29 Road. A 660-foot portion of the street at the 28 ½ Road alignment in the Bevier Subdivision falls within the approved White Willows Subdivision. The street is being vacated and realigned to the south about 100-feet to align with existing water and sewer lines. It is unknown why these lines were not installed in the Florida Street right-of-way to begin with. The vacated right-of-way will be incorporated into the lots in White Willows Subdivision Filing 1. There are no known utilities located in the right-of-way.

At its hearing of April 10, 2001 the Planning Commission found that the right-of-way vacation conforms to the criteria in Section 2.11 of the Zoning and Development Code and recommends approval of the vacation.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

City Council finds that the vacation meets the criteria set forth in Section 2.11 of the Grand Junction Zoning and Development Code and in accordance therewith the following described right-of-way is hereby vacated:

A tract of land located in the SW ¼ NE ¼ Section 19, T.1S., R.1E. Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Florida Street, which is identical with the northwesterly corner of Lot 8, Bevier Subdivision, filed in records of the Mesa County Clerk and Recorder's Office, in Plat Book 2 at Page 9, Reception No. 21700;

1. Thence East, 660.00 feet along said right-of-way line to the northeasterly corner of Lot 7 of said Bevier Subdivision;
2. Thence North, 40.00 feet to the northerly right-of-way line of Florida Street, which is identical with the north line of the SW ¼ NE ¼ Section 19;
3. Thence West, 660 feet along the said right-of-way to the C-N 1/16 corner of said Section 19;

4. Thence South, 40.00 feet along the west line of the SW ¼ NE ¼ Section 19, to the point of beginning.

INTRODUCED for FIRST READING and PUBLICATION this 18th day of April, 2001.

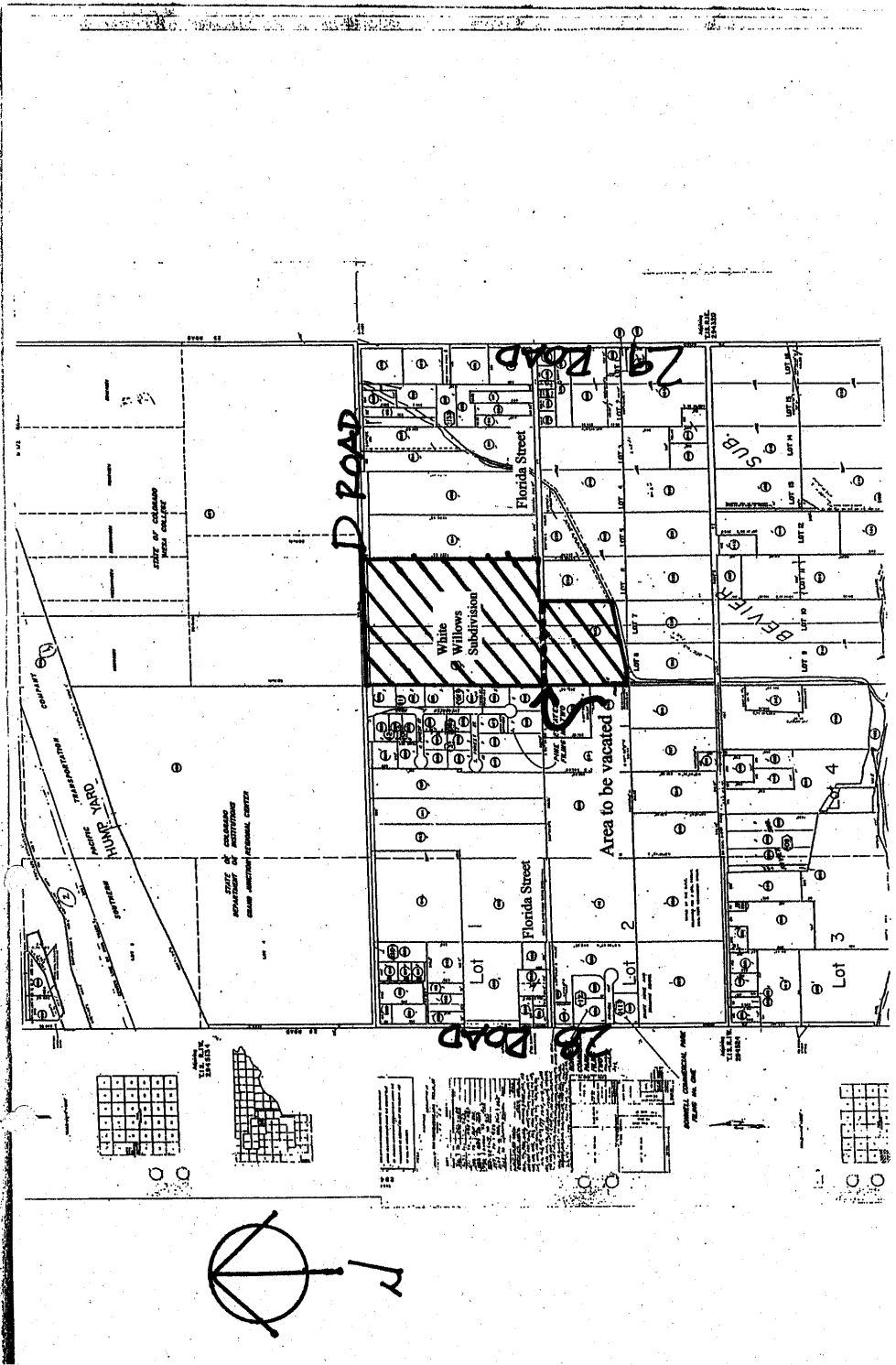
PASSED on SECOND READING this \_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

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

\_\_\_\_\_  
President of City Council







C-N 1/16 CORNER,  
SECTION 19,  
T1S, R1E, UM  
M.C.S.M.

NE 1/16 CORNER,  
SECTION 19,  
T1S, R1E, UM  
B.L.M.

WEST 660.00'

**FLORIDA STREET**

40' RIGHT-OF-WAY

SOUTH  
40.00'

40.00'  
NORTH

EAST 660.00'

POINT OF BEGINNING

N



LOT 8

LOT 7

BEVIER SUBDIVISION  
PLAT BOOK 2, PAGE 9

CENTERLINE OF DRAIN DITCH

FEET 100 0 100 FEET

**GRAPHIC SCALE**

SCALE: 1 INCH = 100 FEET

C 1/4 CORNER,  
SECTION 19,  
T1S, R1E, UM  
M.C.S.M.



**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Supplemental Appropriation Ordinance</b>		
<b>Meeting Date:</b>	<b>May 2, 2001</b>		
<b>Date Prepared:</b>	<b>April 25, 2001</b>		
<b>Author:</b>	<b>Lanny Paulson</b>	<b>Budget &amp; Accounting Manager</b>	
<b>Presenter Name:</b>	<b>Ron Lappi</b>	<b>Administrative Services Director</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Supplemental Appropriation Ordinance for the budget year 2001.

**Summary:** The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

**Background Information:** A supplemental appropriation ordinance is adopted every year at this time to carry-forward, re-appropriate, amounts budgeted in the prior year that were unexpended at year-end. The standard carry-forward items are for equipment and capital improvement projects that were not purchased or completed by the end of the year. Additional appropriation amounts are also requested at this time for a few special situations. Such circumstances would include new grant awards and changes required by approved contracts.

**Budget:** Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance. The total appropriation adjustment for all funds combined is \$5,654,200. Included in this amount are the following new requests; \$55K in the General Fund, \$105K in the Sales Tax CIP Fund from new sources, \$115K in the Water Fund, \$87K in the Equipment Fund, and \$188K in the Joint Sewer Fund. The following provides a summary of the requests by fund.

**General Fund \$570,340:** Visioning Consultant, Buffer Zone Development Rights Purchase, Contingency, Redlands Plan, Police Records Management System, Fire Records Management System, 24 Road Corridor Plan, Consulting Services for the Matchett Property.

**Enhanced-911 Fund \$94,619:** Transfers to Communications Center Fund E-911 Equipment.

**VCB Fund \$10,000:** Web-Site Enhancements and Supplemental Marketing.

**DDA/TIF Special Revenue Fund \$17,000:** Transfer of Interest Income to DDA Operating.

**Sales Tax CIP Fund \$2,378,028:** 27.5 Road, North/South Corridor, Horizon Drive Trail, South Downtown Redevelopment, South Camp Trail, Two Rivers Parking Lot, 7<sup>th</sup> & Wellington Intersection, Canyon View Baseball Restrooms, Eagle Rim Park, Canyon View Parking – 24 & G Road, Capital Transfers to Two Rivers Convention Center.

**Storm Drainage Fund \$146,647:** Drainage Master Plan, 25.5 & G Road Culvert.

**DDA/TIF/CIP Fund \$17,000:** Transfer to DDA Operations.

**Future Street Improvements Fund \$100,000:** Transfer to Sales Tax CIP Fund for 7<sup>th</sup> & Wellington Intersection Improvements.

**Water Fund \$341,154:** Water Line Replacements, Fire Protection Upgrades, Kannah Creek Flowline, Gunnsion Pump Station.

**Two Rivers Convention Center Fund \$140,294:** Audio Equipment, Tables, Dance Floor, Expansion, Staging, Management Software.

**Swimming Pools Fund \$142,484:** Pool Covers, Landscaping, Locker Room Partitions, HVAC Replacement.

**Lincoln Park Golf Course Fund \$1,296:** Tree Planting

**Tiara Rado Golf Course Fund \$8,339:** Tree Planting, Data Line

**Data Processing Fund \$22,675:** PC Replacements, ISYS Software and Maintenance Contract.

**Equipment Fund \$184,840:** Scheduled Equipment Replacements not completed in 2000.

**Communications Center Fund \$94,619:** E-911 Equipment

**PIAB Fund \$70,000:** Stadium Entrance, Baseball Field Contribution

**Joint Sewer Fund \$1,314,865:** Trunk Line Extensions, Backbone Improvements, Interceptor Repairs, Line Replacements.

**Action Requested/Recommendation:** Adoption of the appropriation ordinance on final reading.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>	
<b>Name:</b>						
<b>Purpose:</b>						
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2001 BUDGET OF THE CITY OF GRAND JUNCTION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:**

That the following sums of money be appropriated from unappropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2001, to be expended from such funds as follows:

<b>FUND NAME</b>	<b>FUND #</b>	<b>APPROPRIATION</b>
General	100	\$ 570,340
Enhanced 911 Special Revenue	101	\$ 94,619
Visitor & Convention Bureau	102	\$ 10,000
DDA/TIF Special Revenue	109	\$ 17,000
Sales Tax CIP	201	\$ 2,378,028
Storm Drainage Improvement	202	\$ 146,647
DDA/TIF/CIP	203	\$ 17,000
Future Street Improvements	207	\$ 100,000
Water	301	\$ 341,154
Two Rivers Convention Center	303	\$ 140,294
Swimming Pools	304	\$ 142,484
Lincoln Park Golf Course	305	\$ 1,296
Tiara Rado Golf Course	306	\$ 8,339
Data Processing	401	\$ 22,675
Equipment	402	\$ 184,840
Communications Center	405	\$ 94,619
Parks Improvement Advisory Board	703	\$ 70,000
Joint Sewer System	900	\$ 1,314,865
<b>TOTAL ALL FUNDS</b>		<b>\$ 5,654,200</b>

**INTRODUCED AND ORDERED PUBLISHED** this 18th day of April, 2001.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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Attest:

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President of the Council

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City Clerk