

**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, SEPTEMBER 19, 2001, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Eldon Coffey, Retired Minister

PROCLAMATIONS

PROCLAMATION DECLARING OCTOBER 6, 2001 AS "OKTOBERFEST AND GERMAN-AMERICAN DAY" IN THE CITY OF GRAND JUNCTION

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO NEWLY APPOINTED MEMBER OF THE COMMISSION ON ARTS AND CULTURE

TO REAPPOINTED MEMBERS OF THE URBAN TRAILS COMMITTEE

TO REAPPOINTED FORESTRY BOARD MEMBER

CITIZEN COMMENTS

***** CONSENT CALENDAR *****

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

Action: Approve the Summary of the September 5, 2001 Workshop and the Minutes of the September 5, 2001 Regular Meeting

2. **Designation of Seventh Day Adventist Church as a Historic Structure**
[File #HBD 2001-02.03] [Attach 2](#)

Joseph Maruca, owner of the Seventh Day Adventist Church located at 800 Colorado Avenue, is requesting that the building be designated as historic in the City Register of Historic Sites, Structures and Districts

Resolution No. 96-01 – A Resolution Designating the Seventh Day Adventist Church Located at 800 Colorado Avenue in the City Register of Historic Sites, Structures, and Districts

*** Indicates New Item

*Requires Roll Call Vote

**Action: Adopt Resolution No. 96-01*

Staff presentation: Kristen Ashbeck, Senior Planner

3. **Vacation of Right-of-Way and Easements in Arrowhead Acres II, Filing 3** [File #VR-2001-159] [Attach 3](#)

Request for approval of vacation of the cul-de-sac turnaround at the end of B.3 Road and vacation of irrigation and drainage easements

a. Vacation of Right-of-Way Ordinance

Proposed Ordinance Vacating a Portion of the B.3 Road Right-of-Way in Arrowhead Acres, Filing 3

b. Vacating Easements

Resolution No. 97-01 – A Resolution Vacating Irrigation and Drainage Easements in Arrowhead Acres II, Filing 3

**Action: Approve Resolution No. 97-01 and Proposed Ordinance on First Reading and Set a Hearing for October 3, 2001*

Staff presentation: Kristen Ashbeck, Senior Planner

4. **12th Street Reconstruction, Change Order No. 3** [Attach 4](#)

Change Order No. 3 includes the removal and replacement of the bottom 2 inches of asphalt pavement in the traffic lanes and bike lanes on the section of North 12th Street which was reconstructed 1999.

Action: Authorize the City Manager to Approve Change Order No. 3 in the Amount of \$51,944 and Authorize the Transfer of this Amount from the Contract Street Maintenance Fund to the 12th Street Reconstruction Project

Staff presentation: Tim Moore, Public Works Manager

5. **Contingency Transfer for Two Rivers Convention Center Audio Equipment Replacement** [Attach 5](#)

Funds for the replacement of the existing audio equipment in Two Rivers Convention Center was not included in the Two Rivers construction budget. City staff asked Shaw Construction to evaluate the existing audio equipment and submit a price to replace it. A plan was developed by Commercial Specialists from Grand Junction and reviewed by Sonics,

Inc., the City's acoustic and audio consultant for the Two Rivers project. The estimated price is to replace all of the audio equipment, except the speakers in the exhibit hall which the consultant said are in good working order, and to install the necessary conduit for future video in the meeting rooms.

Action: Authorize the City Manager to Transfer \$140,000 from the City Council Contingency Fund to the Two Rivers Construction Project

Staff presentation: Tim Moore, Public Works Manager

6. **Setting a Hearing on Zoning Ruby Meadows Annexation**
[File #ANX-2001-147]

[Attach 6](#)

Request to zone the Ruby Meadows Annexation area to an RMF-8 (Residential Multi-family – 8 dwelling units per acre) zone district.

Proposed Ordinance Zoning the Ruby Meadows Annexation Nos. 1 and 2 to a Residential Multi-Family-8 dwellings per acre Zone District

Action: Adopt Proposed Ordinance and Set a Hearing for October 3, 2001

Staff presentation: Pat Cecil, Development Services Supervisor

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

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

7. **Public Hearing - Assessing the Cost of the Improvements for the Glen Caro and Northfield Estates No. 2 Sewer Improvement District (SSID SS-44-00)** [Attach 7](#)

Sanitary sewer facilities have been installed as petitioned by and for the special benefit of fifty properties located in the vicinity of North 7th Street and G Road. The proposed ordinance would levy assessments in the amount of \$5,620.69 upon each of the fifty benefiting parcels.

Ordinance No. 3373 - An Ordinance Approving the Assessable Cost of the Improvements Made In and For Sanitary Sewer Improvement District No. SS-44-00, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said District;

Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

**Action: Adopt Ordinance No. 3373 on Second Reading*

Staff presentation: Rick Marcus, Real Estate Technician

8. **Public Hearing – Assessing the Cost of Improvements for Alley Improvement District 2000, Phase B** [Attach 8](#)

Reconstruction of the alley running from 10th Street to 11th Street between Colorado Avenue and Ute Avenue has been completed as petitioned by a majority of the owners of the property to be assessed.

Ordinance No. 3374 - An Ordinance Approving the Assessable Cost of the Improvements Made in And For Alley Improvement District No. ST-00, Phase B, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted And Approved the 11th day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate In Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

**Action: Adopt Ordinance No. 3374 on Second Reading*

Staff presentation: Rick Marcus, Real Estate Technician

9. **Public Hearing - Assessing the Cost of the Improvements for Alley Improvement District 2001, Phase A** [Attach 9](#)

Reconstruction of the following alleys has been completed as petitioned by a majority of property owners to be assessed:

- East/West Alley from 8th Street to 9th Street between Chipeta Avenue and Ouray Avenue
- East/West Alley from 9th Street to 10th Street between Colorado Avenue and Ute Avenue
- East/West Alley from 10th Street to 11th Street between Main Street and Colorado Avenue
- East/West Alley from 10th Street to 11th Street between Hill Avenue and Teller Avenue
- "T" shaped Alley from 18th to 19th and Elm Avenue to Bunting Avenue

Ordinance No. 3375 - An Ordinance Approving the Assessable Cost of the Improvements Made in And For Alley Improvement District No. ST-01, Phase A, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th day of June, 1910, As Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said District;

Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

**Action: Adopt Ordinance No. 3375 on Second Reading*

Staff presentation: Rick Marcus, Real Estate Technician

10. **Public Hearing – Amending CDBG 2000 Action Plan and Lease for the Head Start Facility Located at 134 West Avenue** [Attach 10](#)

- 1) The proposed amendment to the lease agreement will extend the term of the lease and incorporate a new provision which clearly specifies that all improvements installed on the property will become and remain part of the property upon expiration or termination of the lease.
- 2) The amendment of the City's CDBG Consolidated Plan 2000 Action Plan is to reflect the revision to the grant dollars awarded Head Start to construct a new facility rather than remodel and add on to the existing facility.
- 3) The subrecipient contract formalizes the City's Award of \$104,000 to Rocky Mountain SER Western Slope Head Start for construction of a new daycare facility at 134 West Avenue. These funds were allocated from the City's 2000 Community Development Block Grant Program.

Resolution No. 98-01- Amending and Extending the Lease of City Property at 134 West Avenue to Rocky Mountain SER Western Slope Head Start Program

**Action: Adopt Resolution No. 98-01, Amend the CDBG Consolidated 2000 Action Plan and Authorize the City Manager to Sign the Subrecipient Contract*

Staff presentation: Tim Woodmansee, Real Estate Manager
Kristen Ashbeck, Senior Planner

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

12. **OTHER BUSINESS**

13. **ADJOURNMENT**

Attach 1
Summary of Minutes

GRAND JUNCTION
CITY COUNCIL WORKSHOP

September 5, 2001

The City Council of the City of Grand Junction, Colorado, met on Monday, September 5, 2001 at 6:12 p.m. in the City Auditorium to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Reford Theobold, Janet Terry and President of the Council Cindy Enos-Martinez.

Summaries and action on the following topics:

1. **GRAND MESA SLOPES UPDATE AND POLICY DISCUSSION:** Staff updated City Council on issues relative to the Grand Mesa Slopes. City Manager Kelly Arnold outlined the proposed discussion as being the history, the direction for the future including re-establishing the Grand Mesa Slopes process, short term policy direction relative to gas drilling operations and issues relative to the Sommerville Ranch. Public Works Director Mark Relph introduced the item and asked Utilities Manager Greg Trainor to start off. Utilities Manager Trainor gave a brief overview of the history, the process through the Grand Mesa Slopes for developing policy and the access issue relative to the gas wells as well as the conflict with the ranching and hunting operations at Sommerville Ranch.

Action Summary: Three decisions were discussed. 1) Access for drilling operations, 2) access for transport, which is totally different and 3) leasing the ground at Sommerville for oil and gas drilling. Council directed the City Manager to begin negotiations for an agreement for access for drilling, i.e., test drilling operations. The City Manager clarified that any agreement would probably be relative only to the one well, for test drilling and short term only. Re-establishing the Grand Mesa Slopes Policy Committee was also favored as long as Council's philosophy was shared with the policy committee first.

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

SEPTEMBER 5, 2001

The City Council of the City of Grand Junction convened into regular session the 5th day of September, 2001 at 7: 33 p.m. in the City Auditorium. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Janet Terry, Reford Theobold, Jim Spehar and President of the Council Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Nye.

Council President Enos-Martinez called the meeting to order and Councilmember Theobold led in the pledge of allegiance. The audience remained standing for the invocation by Reverend Jim Hale, Spirit of Life Christian Fellowship.

PROCLAMATIONS / RECOGNITIONS

PROCLAMATION DECLARING SEPTEMBER 17-24, 2001 AS "CONSTITUTION WEEK" IN THE CITY OF GRAND JUNCTION

APPOINTMENTS

APPOINTMENT TO THE COMMISSION ON ARTS & CULTURE

Councilmember Theobold moved to appoint Doug Clary to the Commission of Arts and Culture until February, 2002. Councilmember McCurry seconded and the motion carried.

REAPPOINTMENT TO THE FORESTRY BOARD

Councilmember Butler moved to reappoint Steve Gerow to the Grand Junction Forestry Board until November, 2003. Councilmember Theobold seconded. Motion carried.

RATIFICATION OF REAPPOINTMENT OF URBAN TRAILS COMMITTEE MEMBERS

Councilmember Terry moved to ratify the reappointments of Clark Rieves, Ken Scissors and Judy Craddock to the Urban Trails Committee for three-year terms. Councilmember Spehar seconded. Motion carried.

CITIZEN COMMENTS

Mr. Lawrence Beagley, 3049 Walnut Ave., was present to address the Council. He explained that he wants to build a new home but he is being required by the City to build 330 feet of curb, gutter and sidewalk before he can build his house. He stated there is no sidewalk in the area to connect from E-1/2 Rd. all the way to F Rd. Therefore, he is strongly protesting this requirement.

Mayor Enos-Martinez assured Mr. Beagley that Council would follow up on the matter with Staff. Councilmember Spehar stated that once Council has an opportunity to meet with Staff and discuss the issue maybe they can make some recommendations. Mayor Enos-Martinez thanked Mr. Beagley for coming to Council.

Ms. Terri Benson, 434 Avenal Lane, was present to address the Council. She stated her issue is similar to Mr. Beagley's. Ms. Benson and her husband moved their business into a new location on Sparn Lane location and have complied with all the requirements except the curb, gutter and sidewalk. The requirement would not benefit anyone, in fact it would probably harm the adjoining properties by diverting the rainwater into the adjoining properties. The Bensons have met with the City Planning Department regarding this requirement and were told by Staff that this requirement is excessive in this instance, but that they should come before Council to discuss reinstating a former program where they would agree to pay in the future when the area is more developed.

Mayor Enos-Martinez also told Ms. Benson that the Council would look into the matter.

James Benson, the Sparn Lane property owner and Ms. Benson's landlord, added that he has received a notice of violation with a fine of \$1000 per day. He asked if the notice would be stayed until the matter is resolved. Mayor Enos-Martinez referred Mr. Benson to the Community Development Department Director who was in the audience.

County Commissioner Jim Baughman, 2579 F Road, was present to address the Council. He said he has Dr. Zucco, a veterinarian, with him. He is representing one of his constituents, not the County Commissioners. He detailed the chronology of the issue. The situation developed due to confusion and misinformation given to the applicant by both the Mesa County planners and the City planners. The result is that the veterinary clinic is being required to pay for half-street improvements, which destroys the cost-effectiveness of this project. Mr. Baughman suggested that the remedy be either that the clinic be allowed to go through Mesa County planning and then be annexed or that the City defer the requirement until such time as the surrounding property is developed and zoned commercial.

Mayor Enos-Martinez stated that Council has not studied this issue. Therefore, it is appropriate that after Council has had a chance to get information from Staff, they would be willing to review it again at a later date.

Mrs. Sigrid Zucco said that it has been going on for three months and they have been put off. Dr. Zucco has given up his employment in California and moved here thinking they were set for doing business in Grand Junction. They would like to have a decision now. Mayor Enos-Martinez again stated that Council needs more information and can not make a decision tonight.

Councilmember Theobald outlined two issues; one is the jurisdiction question and the second if the applicability for options relative to the half-street improvements. Councilmember Terry stated that she isn't sure why this issue was brought before Council

at this time and that, with proper information the Council would be willing to consider the matter again.

Councilmember Spehar stated that this kind of issue has been a problem before. His recollection is of one property on 25-1/2 road that was excluded from curb, sidewalk and gutter and is now the only property that does not have these improvements. Because of that decision the taxpayers will end up paying the costs because the property was excluded when brought before the County Commissioners some time ago. Mr. Baughman agreed, but stated that this property is different because of the misinformation given to the Zuccos by Staff at the County and at the City.

CONSENT ITEMS

It was moved by Councilmember Theobold, seconded by Councilmember Spehar and carried by a roll call vote to approve Consent Items #1 through #11.

1. Minutes of Previous Meetings

Action: Approve the Summary of the August 13, 2001 Workshop and the Minutes of the August 15, 2001 Regular Meeting

2. Intergovernmental Agreement for the Consolidated Planning Grant and Certifications for the Unified Planning Work Program.

Approve and sign Joint Resolutions with Mesa County and the City of Grand Junction accepting (1) the Intergovernmental Agreement/Consolidated Planning Grant between this MPO and CDOT; and (2) the certifications and assurances for the UPWP.

Resolution No. 88-01 – A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning the Intergovernmental Agreement Between CDOT and the Grand Junction/Mesa County Metropolitan Planning Organization Regarding the FY 2002 Consolidated Planning Grant (CPG)

Resolution No. 89-01 – A Joint Resolution of the County of Mesa and the City of Junction Concerning the Signing of the Fiscal Year 2002 Unified Planning Work Program Certifications and Assurances

Action: Adopt Resolution No. 88-01 and Resolution No. 89-01

3. Use of the 1% Fund to Underground Overhead Utilities for Two Rivers Convention Center

Undergrounding funds have been programmed for undergrounding the power lines on the Two Rivers project beginning 85' east of S. 2nd Street and ending at the northeast corner of 1st Street and the alley.

Resolution No. 90-01 – A Resolution Authorizing the Use of Xcel Energy Undergrounding Funds for the Alley between 1st Street and 2nd Street, and between Colorado Avenue and Ute Avenue

Action: Adopt Resolution No. 90-01

4. **Setting a Hearing on Apportionment of Costs for Alley Improvement District 2000, Phase B**

Reconstruction of the alley running from 10th Street to 11th Street between Colorado Avenue and Ute Avenue has been completed as petitioned by a majority of the owners of the property to be assessed. A public hearing and second reading of the proposed ordinance will be conducted by the City Council on September 19, 2001.

Proposed Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-00, Phase B, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th day of June, 1910, As Amended; Approving The Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate In Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for September 19, 2001

5. **Setting a Hearing on Apportionment of Costs for Alley Improvement District 2001, Phase A**

Reconstruction of the following alleys have been completed as petitioned by a majority of the owners of the property to be assessed:

- East/West Alley from 8th Street to 9th Street between Chipeta Avenue and Ouray Avenue
- East/West Alley from 9th Street to 10th Street between Colorado Avenue and Ute Avenue
- East/West Alley from 10th Street to 11th Street between Main Street and Colorado Avenue
- East/West Alley from 10th Street to 11th Street between Hill Avenue and Teller Avenue
- “T” shaped Alley from 18th to 19th and Elm Avenue to Bunting Avenue

A public hearing and second reading of the proposed ordinance will be conducted by the City Council on September 19, 2001.

Proposed Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-01, Phase A, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th day of June, 1910, As Amended; Approving The Apportionment of Said Cost

to Each Lot or Tract of Land or Other Real Estate in said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate In Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for September 19, 2001

6. **Setting a Hearing on Apportionment of Costs for Sanitary Sewer Improvement District SS-44-00 for the Northfield Estates/ Glen Caro Subdivisions**

Sanitary sewer facilities have been installed as petitioned by the owners of 50 properties in the vicinity of North 7th Street and G Road (Glen Caro and Northfield Estates). The proposed ordinance will levy assessments in the amount of \$5,620.69 upon each parcel. A public hearing and second reading of the proposed ordinance will be conducted by the City Council on September 19, 2001.

Proposed Ordinance Approving the Assessable Cost of the Improvements Made in and for Sanitary Sewer Improvement District No. SS-44-00, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th day of June, 1910, As Amended; Approving The Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate In Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for September 19, 2001

7. **Vacation of Drainage and Utility Easement, Rattlesnake Court**

The petitioners are requesting a vacation of a drainage and utility easement that was created with the recording of Lots 31A and 32A, inclusive, Block 25 of The Ridges Filing No. 5 and Lots 48A through 60A, inclusive, Block 25 of the Replat of Lots 22A through 30A, The Ridges Filing No. 5.

Resolution No. 91-01 - A Resolution Vacating a Drainage and Utility Easement Located Along the Southerly Boundaries of Lots 31A and 32A, Inclusive, Block 25 of the Ridges Filing No. 5 and Lots 48A Through 60A, Inclusive, Block 25 of the Replat of Lots 22A Through 30A, The Ridges Filing No. 5

Action: Adopt Resolution No. 91-01

8. **Vacation of a Portion of a Utility Easement, Northgate Drive**

Vacation of a 1.5-Foot portion of a dedicated 6-foot wide utility easement that was created with the recording of the Plat for the Westgate Park No. 2 subdivision on the north side of the subject property adjacent to the Grand Valley Irrigation Co. ditch that parallels Patterson Road in this location.

Resolution No. 92-01 – Vacating a 1.5 foot Portion of a 6 Foot Wide Easement Located East of Northgate Drive and South of the Grand Valley Irrigation Company Ditch

Action: Adopt Resolution No. 92-01

9. **Grant and Co-sponsorship Agreement for Electrical Equipment Building and Runway End Lights at Walker Field Airport**

The Walker Field Airport Authority has applied for an FAA Airport Improvement Program Grant, AIP-22, to help fund the Construction of an Airfield Electrical Equipment Building and the installation of Runway End Identifier Lights system (REILs) on Runway 4/22. This is an AIP grant with FAA picking up \$649,800 (90% of the total project cost of \$722,000) and the Airport Authority picking up the required 10%, or \$72,200, using Authority Funds.

Action: Approve the Grant and Co-sponsorship Agreement for the Equipment Building and Runway End Lights

10. **Intergovernmental Agreement with Mesa County for Participating in the November 6, 2001 Coordinated Election.**

On August 24, 2001, the City Clerk finalized the inspection of the Initiative Petition for the Recreation Center, initiated by Jack Scott. The petitions had the requisite number of signatures to require a special election (1493 were required, 1602 were verified). The most cost-effective way of getting this ballot initiative to the voters is to place the matter on the general election ballot for November 6, 2001.

Action: Authorize the City Clerk as the City's Election Official to Sign the Intergovernmental Agreement with Mesa County for the Coordinated November 6, 2001 Mail Ballot Election and Certify the Ballot Title to the County Clerk

11. **Purchase of a Sculpture for the Two Rivers Convention Center through the 1% for the Arts Program**

The Commission on Arts and Culture recommends that City Council authorize the City Manager and the Commission to enter into negotiations with sculptor Ivan Kosta to create and install his sculpture "The Song of Two Rivers" as the 1% for the Arts purchase at Two Rivers Convention Center.

Action: Authorize the City Manager and the Commission on Arts and Culture to enter into negotiations with sculptor Ivan Kosta to create and install his sculpture “The Song of Two Rivers” through the 1% for the Arts program at Two Rivers Convention Center for \$36,000.

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

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

Public Hearing – Appleton Corners Veterinary Clinic Annexations No. 1, No. 2 and No. 3 Located at 797 24 Road and Including a Portion of the 24 Road Right-of-Way
[File #ANX-2001-154]

Resolution for Acceptance of Petition to Annex and second reading of the annexation ordinance for the Appleton Corners Veterinary Clinic Annexation located at 797 24 Road and including a portion of the 24 Road right-of-way. The 2.731-acre Appleton Corners Veterinary Clinic Annexation consists of one parcel of land.

Mayor Enos-Martinez opened the public hearing at 8:13 p.m.

David Thornton, Principal Planner, reviewed this item. He stated that the annexation meets all statutory requirements for annexation.

There were no public comments.

Councilmember Kirtland asked if this is the same property previously being discussed under Citizen Comments. That was confirmed. However, City Attorney Dan Wilson stated that the annexation itself does not impose those requirements.

The public hearing was closed at 8:14 p.m.

A. Acceptance of Petitions

Resolution No. 93-01 - A Resolution Accepting Petitions for Annexation, Making Certain Findings and Determining that Appleton Corners Veterinary Clinic Annexations No. 1, No. 2 and No. 3. A Serial Annexation, are Eligible for Annexation Located at 797 24 Road and including a Portion of the 24 Road Right-of-way

B. Annexation Ordinances

Ordinance No. 3368 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Appleton Corners Veterinary Clinic Annexation No. 1,

Approximately 0.004 Acres, Located in the 24 Road Right-of-Way South of 797 24 Road

Ordinance No. 3369 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Appleton Corners Veterinary Clinic Annexation No. 2, Approximately 0.008 Acres, Located in the 24 Road Right-of-Way South of 797 24 Road

Ordinance No. 3370 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Appleton Corners Veterinary Clinic Annexation No. 3, Approximately 2.719 Acres, Located at 797 24 Road and Including a Portion of the 24 Road Right-of-Way

Upon motion by Councilmember Terry, seconded by Councilmember McCurry, and carried by roll call vote, Resolution No. 93-01 and Ordinance Nos. 3368, 3369 and 3370 were approved.

Public Hearing on Zoning the Appleton Corners Veterinary Clinic Annexation No. 1, No. 2 and No. 3, Located at 797 24 Road, to RSF-R [File #ANX-2001-154]

The 2.731 acre Appleton Corners Veterinary Clinic Annexation area located at 797 24 Road consists of 1 parcel of land. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning is identical to the current Mesa County zoning for this property and conforms to the Growth Plan's Future Land Use map and recommendation for Estate, residential land uses between 2 and 5 acres per dwelling unit for this area.

Mayor Enos-Martinez opened the public hearing at 8:16 p.m.

David Thornton, Principal Planner, reviewed this item.

There were no public comments.

The hearing was closed at 8:17 p.m.

City Attorney Wilson asked if anyone had asked about a Veterinary Clinic going into an area that is not zoned for one. Mr. Thornton assured him that it is an allowed use under the current zoning.

Ordinance No. 3371 - An Ordinance Zoning the Appleton Corners Veterinary Clinic Annexation to Residential Single Family Rural (RSF-R), Located at 797 24 Road

Upon motion by Councilmember Theobald, seconded by Councilmember McCurry, and carried by roll call vote, Ordinance No. 3371 was approved on second reading.

Public Hearing on Transferring the City's 2001 Private Activity Bond Allotment

The City of Grand Junction received a Private Activity Bond allocation from the State of Colorado Department of Local Affairs for the fifth time in 2001 as a result of the City reaching a 40,000 population level in 1997. The bond authority can be issued on a tax-exempt basis for various private purposes. The City can reserve this authority for future housing benefits by ceding the authority to CHFA at this time.

Mayor Enos-Martinez opened the public hearing at 8:18 p.m.

Ron Lappi, Administrative Services Director, reviewed this item. He said this is the fifth year the City has received this allocation. It is also the fifth year that the City has ceded it allocation.

There were no public comments.

The public hearing was closed at 8:20 p.m.

Ordinance No. 3372 - An Ordinance Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of City of Grand Junction Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

Upon motion by Councilmember McCurry, seconded by Councilmember Butler, and carried by roll call vote, Ordinance No. 3372 was approved on second reading.

NON-SCHEDULED CITIZENS & VISITORS

There were no non-scheduled citizens or visitors.

OTHER BUSINESS

At this time, the Council convened as the Board of Directors for the Rimrock Marketplace General Improvement District.

A. Rimrock Marketplace General Improvement District Board of Directors Meeting: City Council will convene as the Board of Directors for the Rimrock Marketplace General Improvement District created in August.

Ron Lappi, Administrative Services Director, reviewed these items with City Council acting as the Board of Directors for the GID.

- i. Calling a Special Mail Ballot Election and Setting a Ballot Title
- ii. Approving an Intergovernmental Agreement with Mesa County for Coordinating the TABOR Notice
- iii. Approving a Mail Ballot Plan for a Special Election

Upon motion by Councilmember Terry, seconded by Councilmember Kirtland, and carried by roll call vote, Resolution Nos. 94-01 and 95-01 were approved.

The Council reconvened as the City Council.

EXECUTIVE SESSION to Discuss Personnel: Discussion of an evaluation process regarding the City Manager, the City Attorney and the Municipal Judge's positions. The evaluation will occur later. No staff will be present.

It was moved by Councilmember Theobald, seconded by Councilmember Spehar and carried by a 2/3 majority for discussion of a personnel matter under C.R.S. 24-6-402(4)(f)(i) not involving any specific employee, any member of this body or any elected official; the appointment of any person or personnel policies that do not require the discussion of matters personal to particular employees. Specifically the discussion will be of an evaluation process regarding the City Manager, the City Attorney and the Municipal Judge's positions. The evaluation will occur later. No staff will be present.

ADJOURNMENT

The City Council adjourned into executive session at 8:30 p.m., and moved to the Municipal Hearing Room.

Stephanie Nye, CMC
City Clerk

Attach 2
Seventh Day Adventist Church Historic Designation

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>		
Subject:	Designation of Historic Structure	
Meeting Date:	September 19, 2001	
Date Prepared:	September 7, 2001	
Author:	Kristen Ashbeck	Senior Planner
Presenter Name:	Same	
	Workshop	<input checked="" type="checkbox"/> Formal Agenda

Subject: HBD-2001-02.03 – Historic Designation of the Seventh Day Adventist Church located at 800 Colorado Avenue

Summary: Joseph Maruca, owner of the Seventh Day Adventist Church located at 800 Colorado Avenue, is requesting that the building be designated as historic in the City Register of Historic Sites, Structures and Districts.

Background Information: City Council adopted section 7.4, Historic Preservation, in the Zoning and Development Code in 1994 which established a City Register of Historic Sites, Structures and Districts, to which eligible historic resources may be designated. The criteria by which the Historic Preservation Board and Council shall review a proposed designation are specified in the ordinance.

The following pages describe the characteristics of the Seventh Day Adventist Church located at 800 Colorado Avenue that justify its designation and detail the particular features of the building that should be preserved. Given this description, the Historic Preservation Board finds that the building meets the following designation criteria outlined in section 7.4.F.1.a. of the Zoning and Development Code:

- Structure is at least 50 years old
- Exemplifies specific elements of an architectural style or period
- Is an established and familiar visual feature of the City
- Enhances the sense of identity of the City.

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve the resolution designating the Seventh Day Adventist Church at 800

Colorado Avenue as historic in the City Register of Historic Sites, Structures and Districts.

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

Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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Attachments:

- a) Proposed Resolution
- b) Location Map
- c) Letter from Property Owner
- d) Building History - Information Provided by Applicant
- e) Current Photographs of Building

CITY OF GRAND JUNCTION, COLORADO
Resolution No. __-01
DESIGNATING THE SEVENTH DAY ADVENTIST CHURCH
LOCATED AT 800 COLORADO AVENUE
IN THE CITY REGISTER OF HISTORIC SITES, STRUCTURES, AND
DISTRICTS

WHEREAS, the City Council has established by Ordinance 2765 a City Register of Historic Sites, Structures and Districts in order to officially recognize historic resources of local significance; and

WHEREAS, the property owner of the Seventh Day Adventist Church located at 800 Colorado Avenue is aware of and consent to the designation of this property as a local historic resource; and

WHEREAS, the Historic Preservation Board has reviewed the Seventh Day Adventist Church located at 800 Colorado Avenue for conformance to the adopted criteria for designating historic resources and finds that the building meets the following criteria: structure is at least 50 years old; exemplifies specific elements of an architectural style or period; is an established and familiar visual feature of the City; and enhances the sense of identity of the City.

WHEREAS, the Historic Preservation Board recommended approval of the designation of the Seventh Day Adventist Church located at 800 Colorado Avenue at its September 4, 2001 meeting.

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

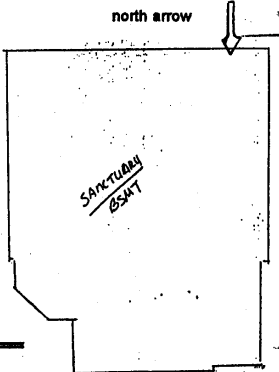
That the Seventh Day Adventist Church located at 800 Colorado Avenue is hereby designated a historic building in the City Register of Historic Sites, Structures and Districts.

PASSED and APPROVED this 19th day of September, 2001.

ATTEST:

City Clerk

President of Council

<p align="center">COLORADO HISTORICAL SOCIETY Office of Archaeology and Historic Preservation 1300 Broadway Denver, CO 80203</p> <p align="center">HISTORIC BUILDING INVENTORY</p>		<p>SITE NO.: 5ME7858</p> <p>Eligible for National Register <input type="checkbox"/> yes <input type="checkbox"/> no date _____ initials _____ Criteria <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D Contributes to a potential National Register district <input type="checkbox"/> yes <input type="checkbox"/> no district name: _____</p> <p>Eligible for State Register <input type="checkbox"/> yes <input type="checkbox"/> no date _____ initials _____ Criteria <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d <input type="checkbox"/> e Areas of significance: _____</p> <p>Period of significance Needs data: date _____ initials _____</p>
COUNTY: Mesa	CITY: Grand Junction	
HISTORIC BUILDING NAME: Seventh Day Adventist Church		
CURRENT BUILDING NAME: Bible Presbyterian Church		LOCAL LANDMARK DESIGNATION: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
ADDRESS: 801 Colorado Ave., Grand Junction, CO 81501-3571		Date of designation: N/A Designating authority: N/A
OWNER NAME & ADDRESS: Bible Presbyterian Church, 8th and Colorado Ave., Grand Junction, CO 81501-3517		P.M.: UTE township: 1S range: 1W NW 1/4 of NE 1/4 of SW 1/4 of SE 1/4 of section 14
		UTM REFERENCE-12 Easting: 711220 Northing: 4326800
		USGS QUAD NAME: Grand Junction Year: 1962; photorevised 1973 <input checked="" type="checkbox"/> 7.5' <input type="checkbox"/> 15'
STYLE: Vernacular Frame		Block: 114 Lot(s): W 6' of lot 30 and lots 31 and 32 Addition: Year of addition:
BUILDING TYPE:		<input checked="" type="checkbox"/> original location <input type="checkbox"/> moved Date of move(s):
MATERIALS: Concrete Foundation - Wood Frame - Asphalt Shingle Roof		HISTORIC USE: Religious PRESENT USE: Religious
STORIES: 1	SQUARE FOOTAGE: 2266	DATE OF CONSTRUCTION- estimate: 1910 actual: Source of information: Tax Assessor's Records
<p>PLAN SHAPE:</p> 		ARCHITECT: Unknown Source of information:
		BUILDER/CONTRACTOR: Unknown Source of information:
		ORIGINAL OWNER: Seventh Day Adventist Church Source of information: Lot and Block Books
		ASSOCIATED BUILDINGS- <input type="checkbox"/> yes <input checked="" type="checkbox"/> no Type:

ARCHITECTURAL DESCRIPTION: Vernacular Wood Frame church, one story with full basement and cross gables. Concrete steps and stoop with brown pipe railings. Gabled portico over stoop is cantilevered. Double front doors are paneled with six lights each. Handicapped ramp to the side. A three-sided narthex with flat roof is at the juncture of two wings. Originally, the church had a "T" shape with three major gables. That shape has been modified by many additions. Each gabled wall has a triple window of three tall, double hung wood sash windows, one-over-one, with frosted glass. Over each triple window is a round arch with a fan light of eight stained glass lights. Other windows are double hung wood sash, one-over-one or three vertical over one. The basement was added ca. 1940. Basement windows are wood single sash with three lights. The three gables each have a louvered vent near the apex with narrow cornices matching the pitch of the gables. White simple drop siding with blue door and window surrounds and doors. Light gray composition shingle roof with white raking cornices on steep gables. Portico face has vertical siding with a scalloped lower edge. Brick chimney on slope of shed roofed wing across north elevation. Another shed roofed wing on east elevation with basement entry.

Two columnar evergreens north of front step and three evergreens south of steps. Ash trees and locusts in parking area.

PHOTOGRAPHS (include photographs showing each side of building and any associated buildings)

Film roll no.: 18

Negative no.: 9

Photographer: Carolyn Howard

Location of negatives: City Of Grand Junction

CONSTRUCTION HISTORY (include description and dates of major additions, alterations, or demolitions): Basement, circa 1940. North and east wings. Additional construction or modifications not noted on Assessor's Records.

HISTORICAL BACKGROUND (discuss important persons and events associated with this building): This building was constructed and occupied by the Seventh Day Adventist congregation ca. 1910-1950. The Bible Presbyterian Church was located there ca. 1952-1996. A Southern Baptist congregation occupied the church in ca. 1951, and the Valley Bible Church rented the building ca. 1979-1980.

INFORMATION SOURCES (be specific): Plat map, Appraisal Card, Lot and Block Books, Grand Junction City Directories.

SIGNIFICANCE (check appropriate categories)

Architectural significance:

- represents the work of a master
- possesses high artistic value
- represents a type, period, or method of construction

National Register eligibility:

Individual yes no

Criteria: A B C D

Area(s) of significance: Architecture

Historical significance:

- associated with significant person(s)
- associated with significant event
- associated with a pattern of events
- contributes to an historic district

Contributes to a potential district:

yes no

District name:

Period of significance: 1910

THEME(s):

STATEMENT OF SIGNIFICANCE (briefly justify the significance checked above): Originally owned by the Seventh Day Adventist Church, it is a building with modest details. The congregation which built this church advocated modest living. However, the three windows with Roman arches and stained glass added some distinction. Although not eligible for the National Register, this house may contribute to a local register.

INVENTORY COMPLETED BY: Museum Group Staff

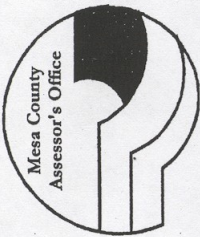
DATE: 3/29/96

AFFILIATION: Museum of Western Colorado

PHONE: (970) 241-9117

ADDRESS: PO Box 20000-5020, Grand Junction, Colorado 81502-5020

PROJECT NAME: Grand Junction Historic Resources Survey, Phase 2



2945

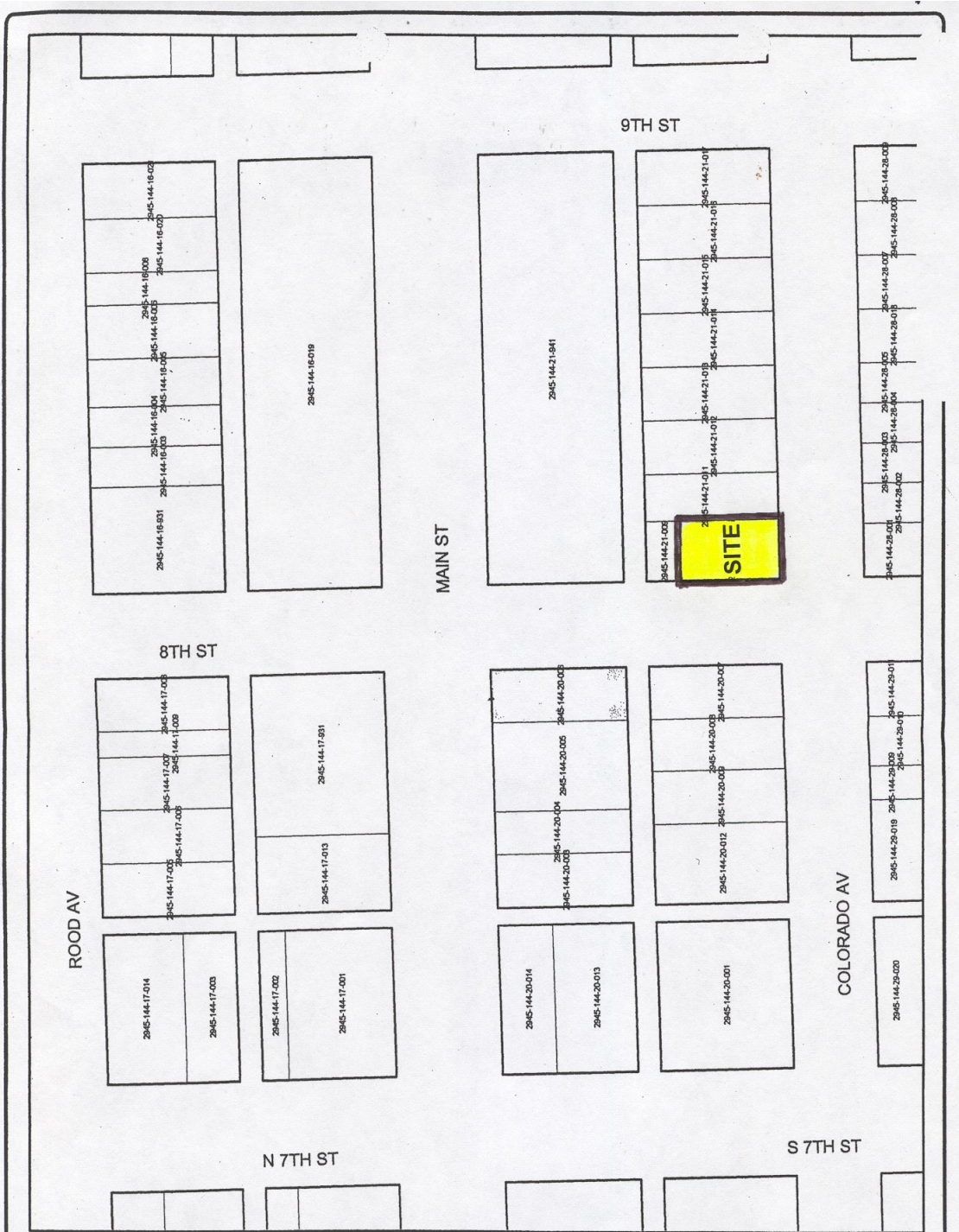
- Arbitrary Blocks
- Tax Parcels
- Water Features
- Townships
- Sections



30 0 30 60 90 Feet



The Property Information System (PIS) and the information displayed is a result of a process of data collection, processing, and analysis. The information is provided for informational purposes only and should not be used for legal or financial purposes. The information is subject to change without notice. The information is provided as is and the user assumes all responsibility for its use.



Endocrine, Diabetes & Osteoporosis Center

831 Colorado Avenue • Grand Junction, Colorado 81501 • (970) 243-2907 • Fax (970) 243-0170

CITY REGISTER OF HISTORICAL SITES, STRUCTURES AND DISTRICTS
250 NORTH 5th STREET
GRAND JUNCTION, CO 81501


8/24/01

RE: Designation of Church at 801 Colorado Avenue as a Historical Building.

To Whom it May Concern,

As the owner of the property at 801 Colorado Avenue and as the person requesting the designation of the building as a Historical Structure, I approve of the historic designation.

Sincerely,


Joseph Maruca, MD
Enclosed: 2 checks

Joseph Maruca, M.D., F.A.C.E.
BOARD CERTIFIED
DIABETES, ENDOCRINOLOGY & METABOLISM

Barbara Maruca, R.N., B.S.S.
CERTIFIED DIABETES EDUCATOR
CERTIFIED DEXA TECHNOLOGIST







Attach 3
Arrowhead Acres II, Filing 3, Vacation of Right-of-Way

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	VR-2001-159 Arrowhead Acres II Filing 3		
Meeting Date:	September 19, 2001		
Date Prepared:	September 12, 2001		
Author:	Kristen Ashbeck	Senior Planner	
Presenter Name:	Same		
	Workshop	X	Formal Agenda

Subject: Arrowhead Acres II, Filing 3, Vacation of cul-de-sac on B.3 Road and vacation of irrigation and drainage easements.

Summary: Request for approval of vacation of the cul-de-sac turnaround at the end of B.3 Road and vacation of irrigation and drainage easements.

Background: See attached staff report.

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve: 1) the resolution vacating the easements; and 2) approve the ordinance vacating the right-of-way on first reading and set a hearing for October 3, 2001.

Citizen Presentation:	X	No	Yes	If Yes,
Name:				
Purpose:				

Report results back to Council:	X	No	Yes	When:	
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Placement on Agenda:	X	Consent	Indiv. Consideration	Workshop
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AGENDA TOPIC: VR-2001-159 Arrowhead Acres II, Filing 3

SUMMARY: Approval of vacation of two irrigation and drainage easements and the B.3 Road cul-de-sac within the proposed Arrowhead Acres II, Filing 3. The proposed development consists of 39 single family lots on approximately 9.5 acres in an existing Residential Multifamily 5 units per acre (RMF-5) zone district.

Location:		B-1/2 Road and Arlington Drive
Applicant:		A.C. Rinderle Trust – Leo Rinderle
Existing Land Use:		Vacant
Proposed Land Use:		39 Detached Single Family Lots
Surrounding Land Use:	North	Residential (Townhomes and Arrowhead Acres II Filing 2)
	South	Single Family Residential (Arrowhead Acres II Filing 1) and Large Vacant Commercial Parcel
	East	Single Family Residential
	West	Large Lot Single Family Residential
Existing Zoning:		Residential Multifamily 5 units per acre (RMF-5)
Proposed Zoning:		Same
Surrounding Zoning:	North	PD (Mesa County)
	South	Commercial (C - Mesa County) and RMF-5
	East	PD (Mesa County)
	West	RSF-4 (Mesa County)
Relationship to Growth Plan:		The Arrowhead Acres II property is shown in two land use categories on the Future Land Use Map of the Growth Plan. The northern 8 acres of the site is within the residential medium development area with a density from 4 to 7.9 units per acre. The southern 18 acres is within the residential medium low development area with a density from 2 to 3.9 units per acre. The developer has attempted to average this density over the entire 26 acres, which resulted in the proposed density of 4.5 units per acre.
Zoning within density range?		X Yes No

ACTION REQUESTED: Approve resolutions vacating irrigation and drainage easements and approve ordinance vacating cul-de-sac for B.3 Road and set hearing for October 3, 2001.

STAFF ANALYSIS

Project Background/Summary: The applicant is proposing to subdivide the remaining 9.5-acre portion of the Arrowhead Acres II development into 39 detached single family residential lots. This will constitute the third and final filing of the project. The Preliminary Plan for the subdivision was approved in March 1999 and Final Plats for Filings 1 and 2 were approved in 1999 and 2000.

Access: The northern portion of Filing 3 will be accessed from the existing Arlington Drive that was constructed with Filing 1. The southern portion of Filing 3 will be accessed by an extension on Arlington Drive south as well as from the east with a connection to B.3 Road which presently dead-ends in a cul-de-sac on this property. In addition, a street stub will be provided to the vacant parcel to the south.

Utilities/Irrigation. Since this is the third and final filing of an existing subdivision, all utilities are available and can be extended in the rights-of-way and easements of the proposed streets within Filing 3. The various utilities made no comments of significance regarding the proposed project. The site is to be irrigated with existing rights and systems in place for the property.

Drainage. A detention pond for the entire subdivision was completed with Filing 1 in the northwestern portion of the Arrowhead Acres II site. Water will be released from the pond at a historic rate into an existing ditch along the northern property line. The ditch is under the jurisdiction of the Orchard mesa Irrigation District. A letter from the District approving of the release into the ditch was provided with the Preliminary Plan.

VACATION OF RIGHT-OF-WAY AND EASEMENTS

When the subdivisions to the west of this property were platted, turnarounds for the extension of B.3 and B.4 Roads were required to be dedicated on the Arrowhead Acres II property. The Final Plat for Arrowhead Acres II Filing 3 will dedicate B.3 Road as a through street and the developer will be required to construct the street to City standards.

The two easement vacation requests are a 20-foot irrigation and drainage easement along the northern boundary and a 10-foot irrigation and drainage easement along the south boundary. Both easements are the jurisdiction of the Orchard Mesa Irrigation District (OMID).

The 20-foot easement along the north side is for the open ditch that runs along B-1/2 Road within the public right-of-way. The ditch will eventually be placed underground and the easement will not be necessary. The Filing 3 plat will dedicate a narrower, 10-foot easement for maintenance of the ditch in the meantime.

The 10-foot irrigation easement along the south boundary corresponds to a ditch along the property line to the south. OMID has determined that the easement is not needed and has agreed to its vacation. In its place is an irrigation easement dedicated to the Arrowhead Acres II Homeowners' Association for operation of the subdivision's irrigation system.

The vacation ordinance and resolutions are all subject to recordation of the Final Plat for Arrowhead Acres II Filing 3. The ordinance and resolutions will be recorded concurrent with the Final Plat.

FINDINGS OF REVIEW

Section 8-3 of the Zoning and Development Code lists the criteria by which vacation of easements and rights-of-way are reviewed. Staff has the following findings for these easement and right-of-way vacation requests.

Landlocking. The vacated right-of-way will be replaced by dedication of new right-of-way for an extension of B.3 Road. Thus, the vacation will not landlock any parcel of land. This criterion is not applicable to vacation of the easements.

Restrictive Access. The vacation of right-of-way and easements will not restrict access to any parcel.

Quality of Services. The proposed vacations will not have adverse impacts on the health, safety, and/or welfare of the community and will not reduce the quality of public services provided to any parcel of land.

Adopted Plans and Policies. General policies of providing neighborhood connections for pedestrian and vehicular travel will be achieved by vacating the right-of-way and allowing for B.3 Road to be constructed as a through street. This criterion is not applicable to vacation of the easements.

Benefits to City. As stated above, the vacation will allow for extension of B.3 Road as a through street, which will provide additional neighborhood access for the existing and proposed subdivisions.

PLANNING COMMISSION RECOMMENDATION: Planning Commission will hear this request concurrent with the Final Plat at its September 18, 2001 meeting.

Attachments: a) Resolution Vacating the 10-foot and 20-foot Easements

- b) Ordinance Vacating the B.3 Road Cul-de-Sac Right-of-Way
- c) Aerial Photo Location Map
- d) Proposed Plat – Arrowhead Acres II Filing 3

CITY OF GRAND JUNCTION, COLORADO
Resolution No. _____
VACATING IRRIGATION AND DRAINAGE EASEMENTS
ARROWHEAD ACRES II, FILING 3

WHEREAS, the applicant is proposing to construct Filing 3 of the Arrowhead Acres II Subdivision on vacant parcels west of the southwest corner of B-1/2 and 28-1/2 Roads; and

WHEREAS, existing irrigation and drainage ditches exist along the north and south boundaries of the site with a 20-foot easement along the north boundary for said ditch and a 10-foot easement along the south boundary of the property for said ditch; and

WHEREAS, the Orchard Mesa Sanitation District is aware of and approves of the vacation of said easements, to include replacement of the northerly easement with a 10-foot easement on the Final Plat for Filing 3 of the Arrowhead Acres II Subdivision; and

WHEREAS, the Grand Junction Planning Commission, having heard and considered the requests at its September 18, 2001 hearing and found the criteria of Section 8-3 of the Zoning and Development Code to have been met, recommended approval of the vacation requests.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE IRRIGATION AND DRAINAGE EASEMENTS WEST OF THE SOUTHWEST CORNER OF B-1/2 AND 28-1/2 ROADS ARE HEREBY VACATED SUBJECT TO RECORDATION OF THE FINAL PLAT FOR FILING 3 OF THE ARROWHEAD ACRES II SUBDIVISION:

An irrigation/drainage easement located in Lot 1, Block 3, Arrowhead Acres II, a subdivision of Mesa Co, being described as follows: Being the North 20 feet of Lot 1, Block 3 Arrowhead Acres II; and

An irrigation/drainage easement located in Lot 1, Block 6, Arrowhead Acres II, a subdivision of Mesa Co, being described as follows: Being the South 10 feet of Lot 1 Block 6 Arrowhead Acres II.

PASSED and APPROVED this 19th day of September, 2001.

ATTEST:

City Clerk

President of Council

CITY OF GRAND JUNCTION, COLORADO
Ordinance No. _____
VACATING A PORTION OF THE B.3 ROAD RIGHT-OF-WAY
ARROWHEAD ACRES II, FILING 3

Recitals.

The applicant is proposing to construct Filing 3 of the Arrowhead Acres II Subdivision on vacant parcels west of the southwest corner of B-1/2 and 28-1/2 Roads. When the subdivision to the west of this property were platted, dedication of turnarounds for B.3 and B.4 Roads was required on this property. The B.3 Road cul-de-sac is improved with a gravel surface and the right-of-way encumbers lots proposed within Filing 3 of Arrowhead Acres II. The applicant is proposing to vacate the right-of-way for the turnaround cul-de-sac for B.3 Road and replace it with dedication and construction of B.3 Road as a through street from 28-1/2 Road west to Arlington Drive.

The Grand Junction Planning Commission, having heard and considered the request at its September 18, 2001 hearing and found the criteria of Section 8-3 of the Zoning and Development Code to have been met, recommended approval of the vacation request.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE TURNAROUND CUL-DE-SAC FOR B.3 ROAD WEST OF 28-1/2 ROAD DESCRIBED BELOW AND IDENTIFIED ON EXHIBIT A ATTACHED IS HEREBY VACATED SUBJECT RECORDATION OF THE FINAL PLAT FOR FILING 3 OF THE ARROWHEAD ACRES II SUBDIVISION:

A cul-de-sac on B.3 Road, located in Lot 1, Block 6, Arrowhead Acres II, a subdivision of the County of Mesa, being described as follows:

Commencing at the southeast corner of said Lot 1, Block 6, the basis of bearing being North 89 degrees 58 minutes 03 seconds West along the south line of said Lot 1, Block 6; thence North 07 degrees 16 minutes 24 seconds West a distance of 141.16 feet to a point on the southerly right-of-way of said B.3 Road and the point of beginning; thence along the arc of a curve to the right 263.73 feet, having a central angle of 302 degrees 13 minutes 04 seconds and a radius of 50 feet, the chord which bears North 02 degrees 15 minutes 03 seconds West a distance of 48.31 feet to the northerly right-of-way of said B.3 Road and the point of terminus. Said cul-de-sac contains 0.18 acres more or less. It is the intent of this description to describe the entire cul-de-sac as dedicated on the recorded subdivision plat of Orchard Villa Estates.

INTRODUCED for FIRST READING and PUBLICATION this 19th day of September, 2001.

PASSED on SECOND READING this 3rd day of October, 2001.

ATTEST:

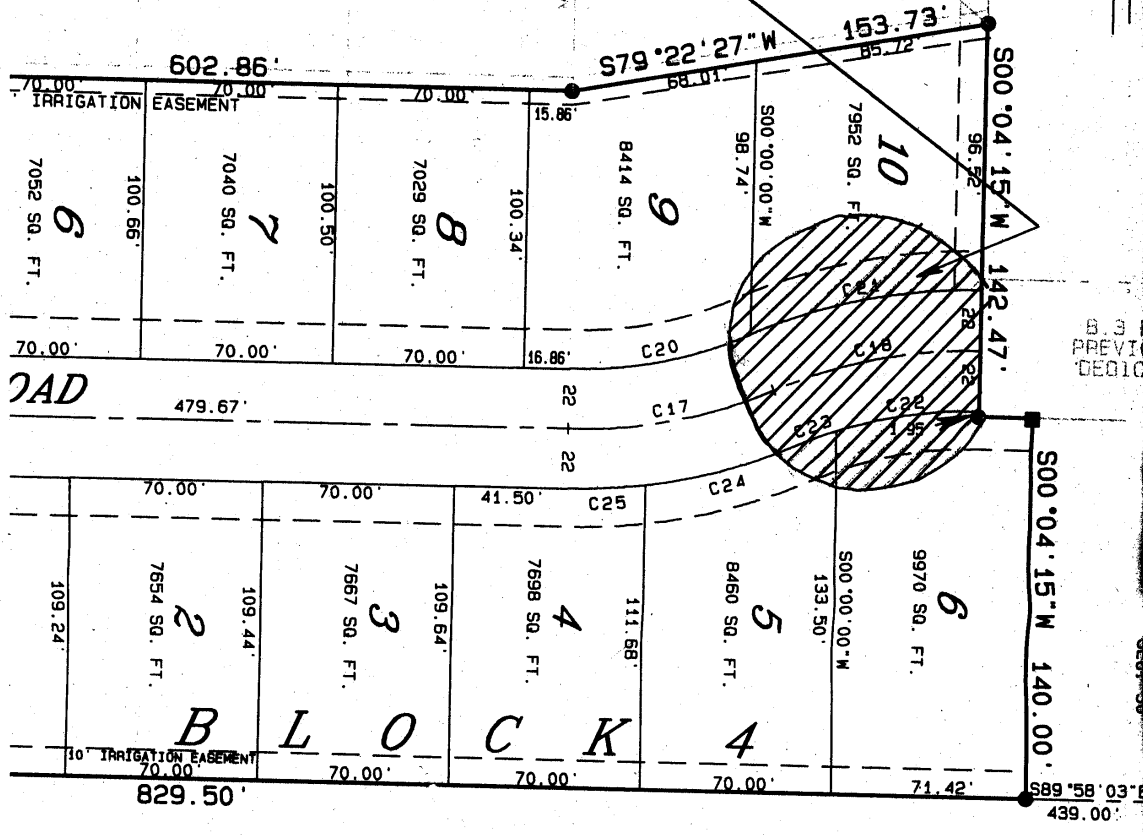
City Clerk

President of Council



EXHIBIT A

B.3 ROAD TURNAROUND
CUL-DE-SAC TO BE VACATED

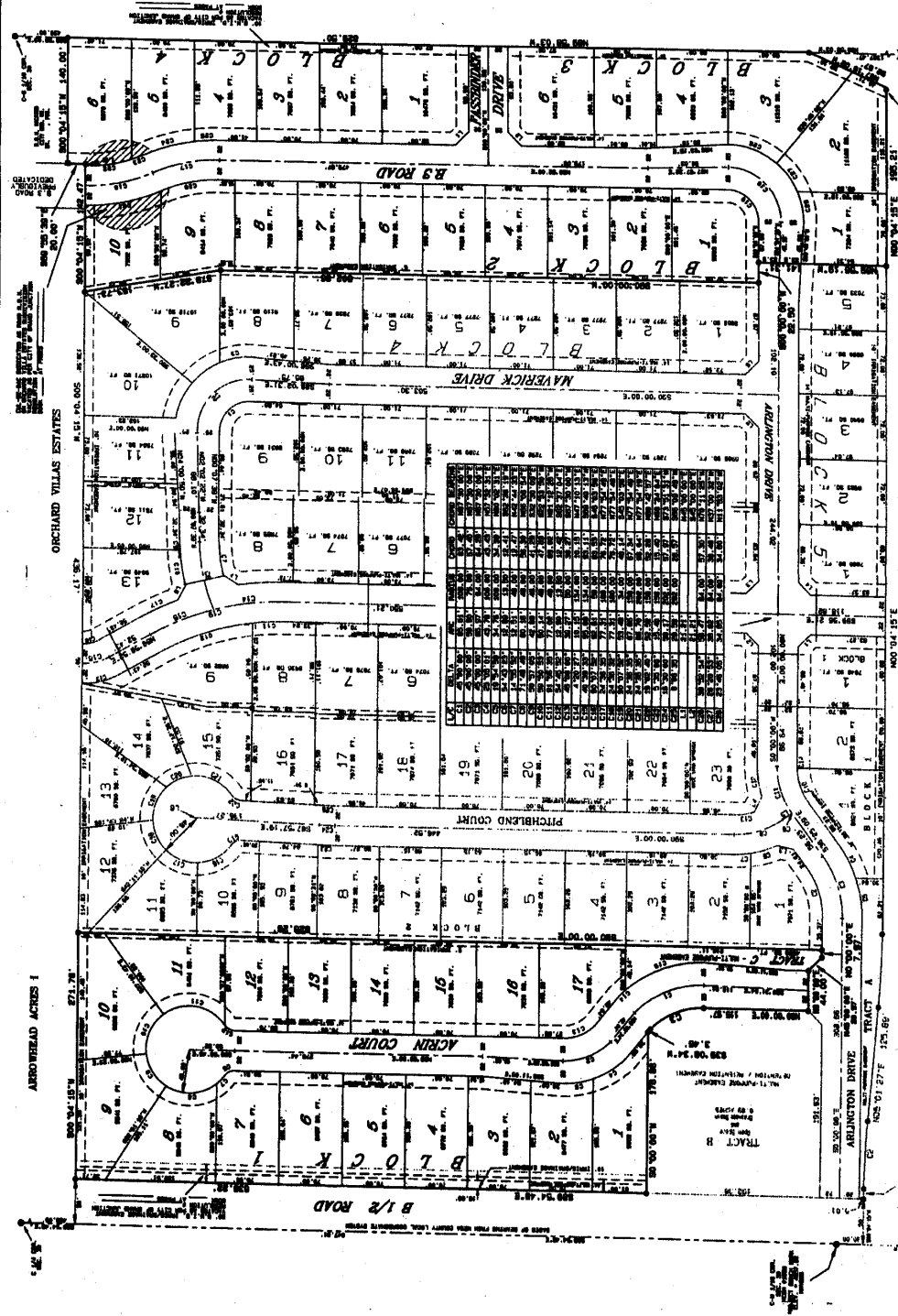


ARROWHEAD ACRES II. FILING THRU

ARROWHEAD ACRES II, FILING THREE
 LOCATED IN THE
 N 1/2 SW 1/4 SEC. 26, T15S, R16E, U1M.
 D. H. SUREYS, INC.
 110 CURRY AVE. - GRAND JUNCTION, CO.
 (970) 246-8740
 TRACT NO. 203-01-04-1

LEGEND
 ● NECA COUNTY SURVEY NUMBER
 ■ 20' OR MORE METRIC CAP
 ○ SURVEYED BY THE SURVEYOR IN 1987
 ALL DIMENSIONS UNLESS NOTED OTHERWISE
 S.C. = SURVEY CORNER
 S.A.P.S. = SURVEYED AND PLANNED DISTRICT

AREA SUMMARY
 TRACT C: 0.11 AC. / 15,120 SQ. FT.
 TRACT D: 0.11 AC. / 15,120 SQ. FT.
 TRACT E: 0.11 AC. / 15,120 SQ. FT.
 TOTAL: 0.33 AC. / 45,360 SQ. FT.



ARROWHEAD ACRES II, FILING THREE

Attach 4
12th Street Reconstruction, Change Order No. 3

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	North 12th Street Reconstruction, Change Order No. 3		
Meeting Date:	September 19, 2001		
Date Prepared:	September 12, 2001		
Author:	Don Newton, Engineering Projects Manager		
Presenter Name:	Tim Moore, Public Works Manager		
	Workshop	X	Formal Agenda

Subject: Third and final Change Order for the reconstruction of North 12th Street from Bonito Avenue to Midway Avenue

Summary: Change Order No. 3 includes the removal and replacement of the bottom 2 inches of asphalt pavement in the traffic lanes and bike lanes on the section of North 12th Street which was reconstructed 1999.

Background Information: North 12th Street was reconstructed under contract with M. A. Concrete in 1999. The asphalt pavement was supplied and placed by United Companies as a subcontractor to M. A. Concrete. The City did not accept the top 2 inches of the 4 inch thick pavement section because the compacted density and surface smoothness of the pavement were not within City specifications. Milling, removal and replacement of the top 2 inches of pavement was scheduled in the summer of 2000 but not performed because 12th Street was being used as a detour route for the reconstruction of 27 ½ Road. The work was then rescheduled for the spring of 2001. When Spring arrived it was discovered that a substantial number of longitudinal cracks had developed in the surface of the pavement.

Several cores were cut and extracted from the cracked pavement. From these cores it was determined that the cracks had developed from the top down and in some locations had penetrated into the bottom mat. The cause of the cracking is believed to be caused by the low density of the pavement.

The pavement thickness design was also re-evaluated using procedures that were standard in 1998 and revised design criteria that was published in 2001. Using the 2001 CDOT and AASHTO design criteria, the calculated pavement section is 5 inches asphalt pavement and 9 inches of aggregate base course

compared to 4 inches of asphalt pavement and 9 inches of base course using the 1998 design criteria.

Because the extent of surface cracking in the bottom mat is not know and the thickness of the pavement is marginal, staff recommends that the entire 4-inch pavement section be removed and replaced in order to assure the structural adequacy and performance pavement. Since the Contractor is responsible for replacing the top two inches of defective pavement, it is proposed that the City pay for replacement of the bottom 2-inch mat with 3 inches of new pavement. The cost of this work is \$51,944.

United Companies has scheduled the re-paving work to begin on September 10 and to be completed by September 14.

Budget Summary:

Original contract amount	\$477,509.55
Previous change orders 1 and 2	(\$ 8,412.64)
Current contract amount	\$469,096.91
This change order (no. 3)	\$ 51,944.00
Revised contract amount	\$521,040.91
Previous payments to Contractor	\$409,096.91
Unpaid contract amount (including Change Order No. 3)	\$111,944.00
2001 Revised Budget	\$ 62,460.00
Contract amount due	(\$111,944.00)
Remaining administration and Inspection Costs	(\$ 2,460.00)
Additional funds needed to complete contract	\$ 51,944.00

The shortfall of \$51,944 has been reserved in the Contract Street Maintenance account to pay for Change Order No. 3.

Action Requested/Recommendation: Requesting that City Council authorize the City Manager to approve Change Order No. 3 in the amount of \$51,944 and authorize the transfer of this amount from the Contract Street Maintenance (account 2011-F00400) to the 12th Street Reconstruction Project (account 2011-F02700)

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	If Yes,
Name:	Residents of Marsh Lane Local Sewer Improvement District				
Purpose:					

Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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Attach 5
Two Rivers Audio Equipment Replacement

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>			
Subject:	Contingency Transfer for Two Rivers Convention Center Audio Equipment Replacement		
Meeting Date:	September 18, 2001		
Date Prepared:	September 12, 2001		
Author:	Jim Shanks	Project Engineer	
Presenter Name:	Tim Moore	Public Works Manager	
Meeting Type:	<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/>	Formal Agenda

Subject: Transfer of \$140,000 from City Council contingency fund for replacement of existing audio equipment and installation of conduit for future video in Two Rivers Convention Center.

Summary: Funds for the replacement of the existing audio equipment in Two Rivers Convention Center was not included in the Two Rivers construction budget. City staff asked Shaw Construction to evaluate the existing audio equipment and submit a price to replace it. A plan was developed by Commercial Specialists from Grand Junction and reviewed by Sonics, Inc., the City's acoustic and audio consultant for the Two Rivers project. The estimated price is to replace all of the audio equipment, except the speakers in the exhibit hall which the consultant said are in good working order and to install the necessary conduit for future video in the meeting rooms.

Background Information: The replacement equipment includes 4 power amplifiers, 2 manual matrix mixers, wall mounted remote controls, 6 digital signal processors, 60 ceiling speakers, 8 lobby speakers, equipment mounting enclosure, 4 wireless microphones, system software and hardware to integrate to a PC controlled system, training and installation. The system also includes replacement of the existing assisted listening device system in the exhibit hall and new assisted listening devices in the new meeting rooms. These devices are required by ADA. The conduit for future video equipment will allow the video equipment to be installed through conduits installed in the walls and penetrating through the hard lid ceiling areas.

Action Requested/Recommendation: City Council motion authorizing the City Manager to transfer \$140,000 from the City Council Contingency Fund to the Two Rivers Construction project.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
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Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration	<input type="checkbox"/>	Workshop
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INTEROFFICE MEMORANDUM

TO: Kelly Arnold

FROM: Mark Relph

RE: Two Rivers A/V and Acoustical Systems

DATE: August 30, 2001

Cc: Joe Stevens, Jim Shanks

At your request, I asked Jim Shanks to provide some additional information so that city Council has a better understanding of what the Two Rivers project has gone through to evaluate and eventually include into the project for A/V equipment and acoustical improvements. Below is that information.

1. Audio & Visual Equipment:

The original plan for the A/V system for Two Rivers was to only include the conduit for the new meeting space. Alternate #1 of the Guaranteed Maximum Price (GMP) proposal included \$14,800 to supply conduit to the meeting rooms.

As a result of City Council review of the GMP proposal by Shaw, staff was instructed to evaluate the Exhibit Hall acoustics and the sound system. Shaw asked Commercial Specialists of Grand Junction to evaluate the existing sound system and submit a proposal to upgrade the system. The City hired Sonics, Inc., from Monterey, California to evaluate the Exhibit Hall acoustics, the meeting room acoustics and evaluate the proposal made by Commercial Specialists.

Two Rivers staff evaluated the resulting proposal from Commercial Specialists and the review by Sonics to insure that it met their needs. This resulted in the funding request for \$115,000, which was submitted to City Council on August 29. This \$115,000 request is for audio equipment and wiring.

There are a number of items that could be added to the video infrastructure to insure that the basis system is in place. This specifically includes the installation of A/V wall mounted plate connections in each of the six meeting rooms and at each end of the Exhibit Hall. The wall plates would include jacks for RGBHV video cable (5BNC), 2 Audio (Male and Female in parallel X2) and RJ45 Cat5 Data. The RGB cable would be run to the sound room and terminated at rack mounted patch bays. Also, some additional conduit will be required. The estimated cost of this work is \$35,000. These items could be added at a later date since we are installing the conduit as part of the \$115,000 A/V change order.

The addition of the video cable system would provide the wiring infrastructure that would allow Two Rivers to add A/V input/output devices (projectors, computers, video equipment, etc.) as their need and budget dictates. Without the video cable system, this would require that all video presentations be from equipment that stands alone and would not be able to utilize the building's audio system.

2. Acoustical Improvements:

The preliminary results of the acoustics study by Sonics, Inc. show that ceiling and wall treatment is necessary to reduce reverberation time in the Exhibit Hall. Sonics recommended ceiling and wall treatment with the use of acoustic panels. They also recommended that sound attenuation devices be installed at the rooftop HVAC units to reduce noise in the meeting rooms. These treatments have been preliminary priced as follows.

Remove and replace ceiling tile with new acoustic ceiling tile (use existing grid):	\$77,418
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Install 13' high, 2" acoustic wall panels on Upper wall (includes covering windows)	\$80,048
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Install Silencers in HAVAC duct at roof-top units
\$15,000

Total	\$172,466
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The funds to pay for the acoustic improvements will come from the \$175,000 transferred to the building project from the adjacent parking lot project. This money was available after it was decided not to purchase the Catfish restaurant at 2nd and Colorado. The project budget for Two Rivers currently reflects this adjustment.

Sonics identified a lower priority for additional acoustic benefit that includes covering the lower 8' of the perimeter walls in the Exhibit Hall. This material will have to be more durable since it will be subject to being hit from the various activities in the Exhibit Hall. The material recommended is Tectum, a high impact, cementitious acoustic panel covered with fabric. This installation has not been priced, but an estimate of the cost to cover 3,500 square feet of the perimeter wall is \$30,000 - \$40,000 depending on the type of fabric being used.

The acoustical improvements within the Exhibit Hall have been approached this way deliberately to allow the flexibility of adding further improvements as funds become available. This is the reason why these panels are targeted towards the lower 8 feet of the wall.

The acoustical benefits of the upper wall and ceiling treatments differ from those of the lower wall. In simplified terms, the lower wall treatment would soften some of the lower frequency sounds, while the upper wall and ceiling treatments are largely intended for clarity of sound. Staff believes this phased approach would allow for significant acoustical improvement within the Exhibit Hall from the initial construction project, but also allow for further improvements in the future if it was found to be necessary.

Attach 6
Zoning Ruby Meadows

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>			
Subject:	Ruby Meadows Zone of Annexation		
Meeting Date:	September 19, 2001		
Date Prepared:	September 12, 2001		
Author:	Pat Cecil	Development Services Supervisor	
Presenter Name:	Pat Cecil	Development Services Supervisor	
	Workshop	X	Formal Agenda

Subject: Zone of Annexation for the Ruby Meadows Annexation (ANX-2001-147)

Summary: Request to zone the Ruby Meadows Annexation area to a RMF-8 (Residential Multi-family – 8 dwelling units per acre) zone district

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 schedule the hearing on the ordinance for October 3, 2001.

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

Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Individ. Consideration	<input type="checkbox"/> Workshop
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Consent Agenda

AGENDA TOPIC: Annexation 2001-147, Ruby Meadows subdivision

SUMMARY: The petitioners are requesting that City Council approve a Zone of Annexation for the Ruby Meadows Subdivision, consisting of 5.666 acres to the Residential Multi-Family district-8 dwelling units per acre (RMF-8) zone district.

ACTION REQUESTED: That the City Council conduct the first reading of the ordinance and set a hearing for October 3, 2001.

BACKGROUND INFORMATION					
Location:		Gunnison Avenue between East Valley Street and 30 ¾ Road			
Applicants:		Woods 1992 Trust (owner) Bruington Family Trust (owner) Grace Homes Inc. and Darter LLC (developer) PA/DS, Bryan Sims (representative)			
Existing Land Use:		Undeveloped			
Proposed Land Use:		Residential development			
Surrounding Land Use:	North	Agricultural/residential			
	South	Residential under development			
	East	Residential			
	West	Residential			
Existing Zoning:		PUD (County)			
Proposed Zoning:		RMF-8			
Surrounding Zoning:	North	RMF-5 (County)			
	South	PD (City)			
	East	RSF-4 (County)			
	West	RMF-5 (County)			
Growth Plan Designation:		Residential Medium 4-8			
Zoning within density range?		X	Yes		No

Rezoning: The petitioners are requesting that a Zone of Annexation to the RMF-8 zone district be applied to the project site. The RMF-8 district does implement the Growth Plan designation density of 4-8 dwelling units per acre.

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 existing zoning which was placed on the site by the County was there to implement a project that is no longer valid. The proposed rezoning to the RMF-8 implements the densities envisioned by the Growth Plan.

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, ect.;

The area is going through a transition from County to City jurisdiction. With the adoption of the Persigo Agreement, new developments will be incorporated into the City and appropriate zoning applied to the sites as they are annexed.

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 zoning and development is similar to the developments that are adjacent to the site on the east, west and south. The proposed rezoning will not adversely impact adjacent developments.

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 proposed zoning is consistent with the Growth Plan and other adopted plans and Policies, the Code and other regulations and guidelines.

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

There are adequate services available to the site.

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

The project is an infill project that is surrounded on three sides by existing residential subdivisions and is the logical extension of residential development in the area.

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

The community will benefit from the construction of a middle “leg” of Gunnison Avenue thereby improving area circulation and providing neighborhood interconnectivity.

Recommendation: The Planning Commission recommends that the City Council approve a zone of annexation of RMF-8 to the Ruby Meadows Annexation, finding the rezoning to be consistent with the Growth Plan and Section 2.6 of the Zoning and Development Code.

Attachments: 1. Ordinance
2. General location Map
3. Ruby Meadows Annexation Map

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

Ordinance Zoning the Ruby Meadows Annexation No. 1 and 2 to a Residential Multi-family-8 dwellings per acre zone district

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 Residential Multi-family-8 dwellings per acre (RMF-8) zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council adopts a RMF-8 for the Ruby Meadows Annexation.

The City Council finds that the RMF-8 zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code and the densities identified on the Growth Plan Future Land Use Map.

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

The following parcel shall be zoned Residential Multi-family-8 dwellings per acre:

Tax Parcel #2943-161-00-007

That real property situated in the South 553' of the West 13.5 ac of the East ½ Northwest ¼ of the Northeast 1/4 of Sec 16 T1S R1E of the UM.

Said parcel containing an area of 5.666 acres, as described.

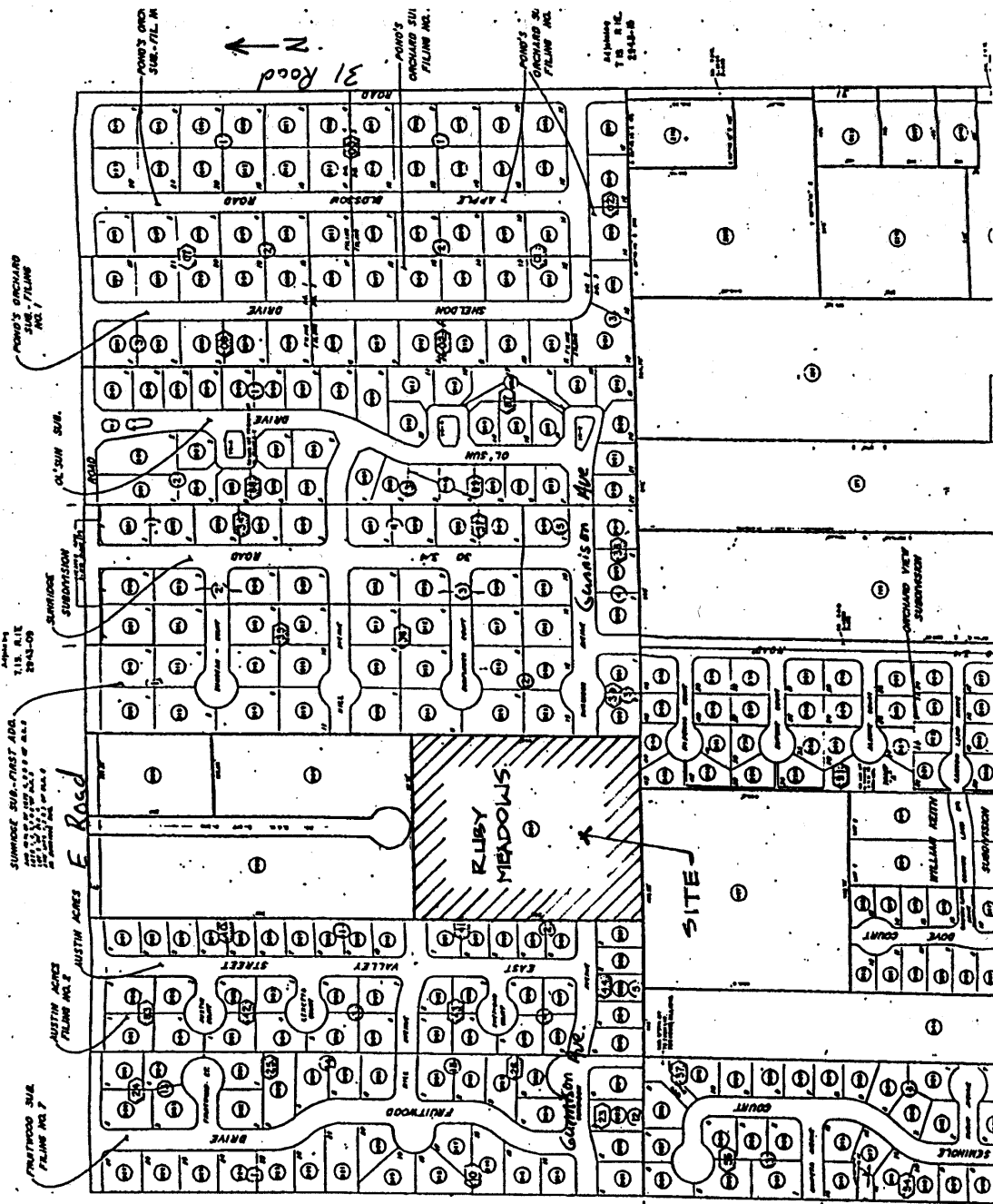
Introduced on first reading this 19th day of September, 2001.

PASSED and ADOPTED on second reading this ____ day of October, 2001.

President of the City Council

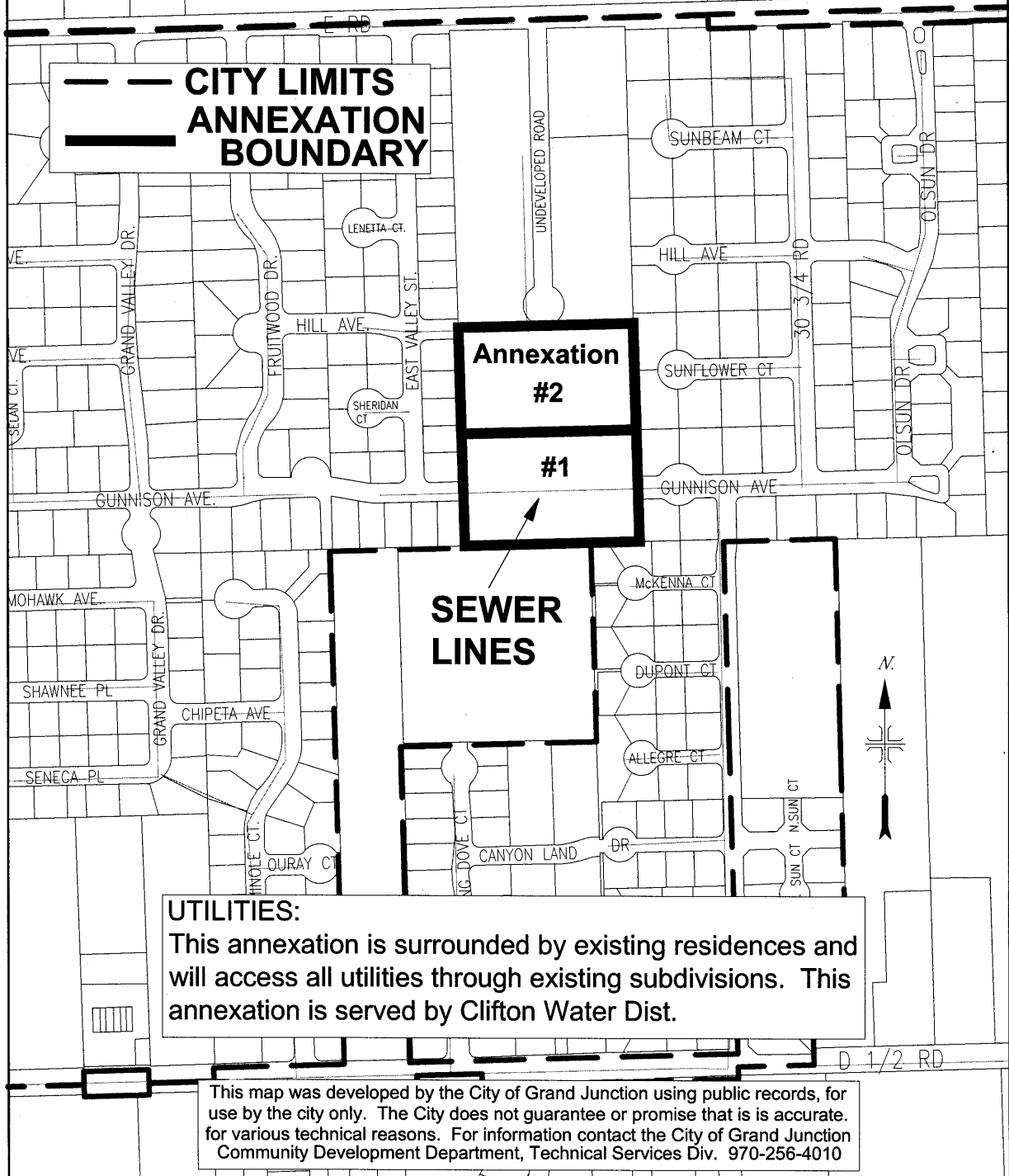
ATTEST:

City Clerk



JUN-27-01 11:45 AM PADS.Architects
 9702411903
 9702411903
 P. 02

RUBY MEADOWS ANNEXATION NO.1



Attach 7
Sewer Improvement District SS-44-00, Assessments

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Public Hearing and Second Reading of a Proposed Assessing Ordinance for Sanitary Sewer Improvement District No. SS-44-00		
Meeting Date:	September 19, 2001		
Date Prepared:	September 11, 2001		
Author:	Rick Marcus	Real Estate Technician	
Presenter Name:	Rick Marcus	Real Estate Technician	
	Workshop	X	Formal Agenda

Subject: Public Hearing and Second Reading of a Proposed Assessing Ordinance for the apportionment of costs connected with Sanitary Sewer Improvement District No. SS-44-00.

Summary: Sanitary sewer facilities have been installed as petitioned by and for the special benefit of fifty properties located in the vicinity of North 7th Street and G Road. The proposed ordinance would levy assessments in the amount of \$5,620.69 upon each of the fifty benefiting parcels.

Background Information: The petition requesting the improvements provides that all costs associated with this District be assessed against and upon the benefiting properties. Assessable costs include design, construction, inspection, service lines to property boundaries, administrative costs and compensation for easements. The proposed assessments represent a 30% contribution by the Sewer Fund as authorized by the Septic System Elimination Program jointly adopted by Council and the County Commissioners in May of 2000.

Upon final passage of the proposed assessing ordinance, each owner of property within the District will have until October 22nd, 2001 to pay their assessment in full. Assessments not paid in full will be submitted to the Mesa County Treasurer for collection under a 10 year amortization schedule with 6% added for collection costs and 8% simple interest accruing against the declining balance.

Budget: The 906 sewer fund will be reimbursed by the assessments to be levied.

Action Requested/Recommendation: Conduct Public Hearing and Adopt Proposed Ordinance on Second Reading.

Citizen Presentation:	No	X	Yes	If Yes,
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Name:	Any interested person.					
Purpose:	To speak for or against the proposed Ordinance.					
Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When:	
Placement on Agenda:	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-44-00, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Sanitary Sewer Improvement District No. SS-44-00, in the City of Grand Junction, pursuant to Ordinance No. 178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Sanitary Sewer Improvement District No. SS-44-00, and the apportionment of cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of lands known as Sanitary Sewer Improvement District No. SS-44-00, in the City of Grand Junction, Colorado, which said Notice was caused to be published in the Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on August 17, 2001, and the last publication thereof appearing on August 19, 2001); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Sanitary Sewer Improvement District No. SS-44-00, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Sanitary Sewer Improvement

District No. SS-44-00 be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$297,896.61, said sum including a one-time charge of six percent (6%) for costs of collection and other incidentals; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-022-03-001	Lot 1, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-03-002	Lot 2, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-03-003	Lot 3, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-03-004	Lot 4, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-03-005	Lot 5, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-04-001	Lot 14, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-04-002	Lot 19, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-04-003	Lot 15, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-04-006	Lot 16, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-04-007	Lots 17 & 18, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-001	Lot 11, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-003	Lot 10, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-006	Lot 7, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-007	Lot 6, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-009	Lot 13, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-010	Lot 12, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-05-011	Lots 8 & 9, Glen Caro Subdivision, City of Grand Junction.	\$5,957.93
2945-022-08-002	Lot 6, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-08-004	Lot 7, Northfield Estates Subdivision, and also that portion beginning at the NW corner of the SE ¼ of the NW ¼ of Section 2, 1S 1W, thence south 228.58 feet along the west lot line of said Lot 7 to the north line of the Grand Valley Canal, thence N32° 30'W 270.23 feet along the north line, thence N89° 44'E 145 feet to the point of beginning, City of Grand Junction.	\$5,957.93
2945-022-06-009	Lot 8, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-00-047	BEG S 0DEG07' W 2.75FT FR SW COR LOT 15 REPLAT OF LOTS4-10-11-12-15-16 CREST RIDGE SUB S 89DEG51'15SEC W165.27FT TO CUL-DE-SAC CH BEARS 5DEG40'19SEC W 91.01FT N0DEG05'45SEC E 338.68FT S 89DEG58'27SEC E36.58FTS 0DEG05'45SEC W 74FT SDEG58'27SECE 103FT S 5DEG30'49SEC E 127.66FT S65DEG49'49SEC E 133.66FT S 23DEG46' W 186FT N89DEG58'27SEC W 25FT TO SW COR SD LOT 15S0DEG07' W 2.75FT TO BEG, City of Grand Junction.	\$5,957.93
2945-022-06-010	LOT 9 NORTHFIELD ESTATES SUB SEC 2 1S 1W & ALSO BEG S 89DEG44' W 25.26FT FR NECOR SD LOT 9 S 89DEG44' W 80FT N 08DEG04'33SEC E 2.83FT N 89DEG44'E 80.14FT S08DEG04'33SEC W 3.79FT TO POB, City of Grand Junction.	\$5,957.93
2945-022-00-034	The west 218 feet of the following described tract. Beginning 1127 feet south of the north ¼ corner of Section 2, 1S 1W, thence south 200 feet, thence west 544.5 feet, thence north 200 feet, thence east to the point of beginning, City of Grand Junction.	\$5,957.93

2945-022-00-033	Beginning 1127 feet south of the north ¼ corner of Section 2, 1S 1W, thence south 200 feet, thence west 326.5 feet, thence north 200 feet, thence east to the point of beginning; except 30 feet for road right-of-way, City of Grand Junction.	\$5,957.93
2945-022-02-007	Lot 4, Hermanns Subdivision, City of Grand Junction.	\$5,957.93
2945-022-00-041	Beginning 917 feet south of the NE corner of the NE ¼ of the NW ¼ of Section 2, 1S 1W, thence west 320.5 feet, thence south 200.0 feet, thence east 320.5 feet, thence north 200.0 feet to the point of beginning; except the east 30 feet for road right-of-way, City of Grand Junction.	\$5,957.93
2945-022-02-020	LOT 2 HERMANN'S SUB + ALL OF LOT 1 HERMANN'S SUB EXCBEG S 0DEG06' E 40FT + S89DEG58' E 50FT FR NW CORNE4NW4 SEC 2 1S 1W ALG CVE SW CENTRAL ANG 30DEG RAD93.3FT ARC LGTH 48.85FT CHORD S 14DEG54' W 48.3FT CVELT CENTRAL ANG 30DEG RAD 93.3FT ARC LGTH 8.85FT CHORDS 14DEG54' W 48.3FT S0DEG06' E 126.63FT S 89DEG58' E156.5FT N0DEG 06' W 220FT N 89DEG58' W 131.5FT TO BEG, City of Grand Junction.	\$5,957.93
2945-022-02-006	Lot 3, Hermanns Subdivision, City of Grand Junction.	\$5,957.93
2945-022-06-011	Replat of Lot 16, Crest Ridge Subdivision, except beginning S89° 44'W 25.26 feet from the NW corner of Lot 9, Northfield Estates Subdivision, thence S89° 44'W 80 feet, thence N8° 04'33"E 2.83 feet, thence N89° 44'E 80.14 feet, thence S8° 04'33"W 3.79 feet to the point of beginning, City of Grand Junction.	\$5,957.93
2945-022-00-040	Beginning 917 feet south and 320.5 feet west of the NE corner of the NE ¼ of the NW ¼ of Section 2, 1S 1W, thence west 224.0 feet, thence south 200.0 feet, thence east 224.0 feet, thence north 200.0 feet to the point of beginning; except that portion lying within the right-of- way of Step-A-Side Dr., City of Grand Junction.	\$5,957.93
2945-022-14-001	Lot 1, Emily Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-14-002	Lot 2, Emily Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-10-004	Lot 14, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-10-003	Lot 15, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-10-002	Lot 16, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-10-001	Lot 17, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-09-002	Lot 11, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-09-001	Lot 10, Northfield Estates Subdivision, City of Grand Junction.	\$5,957.93
2945-022-07-001	Replat of Lot 4, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-06-008	Lot 15 of the replat of Lots 4, 10, 11, 12 and 15, Crest Ridge Subdivision, and also beginning S0° 07'W 2.75 feet from the SW corner of Lot 15, thence N5° 30' 49"W 356.41 feet, thence N89° 58' 27"W 103 feet, thence N0° 5'45"E 74 feet, thence, S89° 58'27"E 138 feet to the NW corner of Lot 15, thence S0° 07'W 428.75 feet to the point of beginning; except beginning at the SW corner of said Lot 15, thence S0° 07'W 2.75 feet, thence N5° 30' 49"W 228.75 feet, thence S65° 49'49"E 133.66 feet, thence S 23° 46'W 186 feet, thence N89° 58'27"W 25 feet to the point of beginning, City of Grand Junction, Mesa County, Colorado.	\$5,957.93
2945-022-06-002	Replat of Lot 11, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-02-022	Lot 9, Crest Ridge Subdivision, and also the south ½ of the vacated street on the north, and also that portion beginning at the NE corner of Lot 13, Crest Ridge Subdivision, thence N48° 47'W 27feet, thence S26° 54'E 178 feet, thence N54° E 25 feet, thence N32° 45'W 150 feet to the point of beginning, City of Grand Junction, Mesa County, Colorado.	\$5,957.93
2945-022-02-017	Lot 8, Crest Ridge Subdivision, and also the north ½ of the vacated street adjacent to the lot on the south, except that portion beginning at the NW corner of said Lot 8, thence south along the west line of said Lot 8 to the centerline of the vacated street, thence N69° 45'E along the centerline of the street, thence northwesterly 70 feet to the point of beginning, City of Grand Junction, Mesa County, Colorado.	\$5,957.93
2945-022-02-013	Replat of Lot 12, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-02-010	Replat of Lot 10, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-02-012	Lot 6, Hermanns, Subdivision, City of Grand Junction.	\$5,957.93
2945-022-02-011	Lot 5, Hermanns, Subdivision, City of Grand Junction.	\$5,957.93
2945-022-01-005	Lot 3, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-01-004	Lot 5, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93
2945-022-01-002	Lot 6, Crest Ridge Subdivision, City of Grand Junction.	\$5,957.93

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty (30) days shall be conclusively considered and held an election on the part of such owner to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of eight percent (8%) per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole

amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of eight percent (8%) per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at the rate of eight percent (8%) per annum as aforesaid; and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty (30) days after the final publication of this Ordinance, and an allowance of the six percent (6%) added for cost of collection and other incidentals shall be made on all payments made during said period of thirty (30) days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Sanitary Sewer Improvement District No. SS-44-00 shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Sanitary Sewer Improvement District No. SS-44-00, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading, shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten (10) days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the city of Grand Junction.

INTRODUCED and **ORDERED PUBLISHED** this 19th day of September, 2001.

Passed and Adopted on the _____ day of _____, 2001

Attest:

City Clerk

President of the Council

OWNERSHIP SUMMARY

SANITARY SEWER IMPROVEMENT DISTRICT No. SS-44-00

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS	ESMT REQ.?
2945-022-03-001	• James Victor Hammond	2623 G Road	No
2945-022-03-002	Gary & Barbara Plsek	696 Cloverdale Drive	No
2945-022-03-003	• Stephen & Judith Axthelm	694 Cloverdale Drive	No
2945-022-03-004	James Pommier & Julie Pearson	690 Cloverdale Drive	No
2945-022-03-005	• Bena Maes	686 Glen Caro Drive	No
2945-022-04-001	Thomas & Elaine Kukulian	698 Glen Caro Drive	No
2945-022-04-002	• Ronnie & Cheryl Greenhow	699 Cloverdale Drive	No
2945-022-04-003	• Steven & Nancy Don	696 Glen Caro Drive	No
2945-022-04-006	• Howard & Janice Hall	694 Glen Caro Drive	No
2945-022-04-007	• Gilbert & Doris Madison	695 Cloverdale Drive	No
2945-022-05-001	Michael Schoede & Nancy Knanishu	695 Glen Caro Drive	No
2945-022-05-003	R.R. Frohock	693 Glen Caro Drive	No
2945-022-05-006	• James & Von Diamanti	683 Glen Caro Drive	No
2945-022-05-007	• John & Irene Green	681 Glen Caro Drive	No
2945-022-05-009	Thomas & Ailene Maddalone	699 Glen Caro Drive	No
2945-022-05-010	• Michael & Jean Kloberdanz	697 Glen Caro Drive	No
2945-022-05-011	• Alice McGregor	691 Glen Caro Drive	Yes
2945-022-08-002	• Daniel & Grace Ward	673 Larkspur Lane	Yes
2945-022-08-004	• Newell & Marlene Hoskin	675 Larkspur Lane	Yes
2945-022-06-009	• Robert & Louise Sammons	2636 Dahlia Drive	No
2945-022-00-047	• Robert & Louise Sammons	676 Larkspur Lane	Yes
2945-022-06-010	Mark & Darsie Huber	2638 Dahlia Drive	Yes
2945-022-00-034	• Barbara Trowbridge	676 Stepside Drive	Yes
2945-022-00-033	• Richard & Linda Pryor	675 26 ½ Road	Yes
2945-022-02-007	• William & Mildred Erwin	690 Myrtle Lane	Yes
2945-022-00-041	• Dorothy Burgess	679 26 ½ Road	No
2945-022-02-020	• Larry & Norma Wheeler	694 Jasmine Lane	No
2945-022-02-006	• Lloyd & Anne Davis	691 Myrtle Lane	No
2945-022-06-011	Vernon & Alice Nelson	679 Stepside Lane	No
2945-022-00-040	• Gaynell & Douglas Colaric	680 Stepside Drive	No
2945-022-14-001	• Christine Brown	Vacant Land	No
2945-022-14-002	• Christine Brown	677 Larkspur Lane	No
2945-022-10-004	Danny & Rene Romero	2645 Dahlia Drive	No
2945-022-10-003	Alice Martin	2643 Dahlia Drive	No
2945-022-10-002	Jack & E.N. Williams	2639 Dahlia Drive	No
2945-022-10-001	• Gerald & Shirley Quinn	672 Larkspur Lane	No
2945-022-09-002	Larry & Sylvia Porter	2646 Dahlia Drive	No
2945-022-09-001	Charles Mitchell	2642 Dahlia Drive	No
2945-022-07-001	• Thomas & Linda Todd	685 Crest Ridge Drive	No
2945-022-06-008	• Patrick & Maura Griggs	685 Stepside Lane	No
2945-022-06-002	• Charles & Karen Moore	687 Stepside Drive	No
2945-022-02-022	Paul & Laura Stidham	689 Crest Ridge Drive	No
2945-022-02-017	• William Merrill & Mary Hughes	695 Crest Ridge Drive	No

2945-022-02-013	• Kenneth & Catherine Hamon	686 Stepside Drive	No
2945-022-02-010	• Hamon Family, LLC	687 Crest Ridge Drive	No
2945-022-02-012	• Edward & Glenna Maurin	688 Myrtle Lane	No
2945-022-02-011	William & Debra Deonier	684 Glen Caro Drive	No
2945-022-01-005	Sherwood & Carolyn Fox	688 Crest Ridge Drive	No
2945-022-01-004	• Paul & Gertrude Lundberg	686 Crest Ridge Drive	No
2945-022-01-002	• John & Lou Stark	696 Crest Ridge Drive	No
Total Assessable Parcels = 50			
Additional Easements are required from Grand Valley Irrigation, David B. Palo, Jr., Joseph & Dana Elliott, and Paula White, whose properties are not included in the improvement district.			

- Indicates property owners signing petition = 34/50 or 68%

Attach 8
Alley Improvement District 2000, Phase B, Assessments

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Public Hearing and Second Reading of a proposed Assessing Ordinance for Alley Improvement District No. 2000, Phase B		
Meeting Date:	September 19th, 2001		
Date Prepared:	September 11th, 2001		
Author:	Rick Marcus	Real Estate Technician	
Presenter Name:	Rick Marcus	Real Estate Technician	
	Workshop	X	Formal Agenda

Subject: Public Hearing and Second Reading of a Proposed Ordinance for the apportionment of costs connected with Alley Improvement District 2000, Phase B.

Summary: Reconstruction of the alley running from 10th Street to 11th Street between Colorado Avenue and Ute Avenue has been completed as petitioned by a majority of the owners of the property to be assessed.

Background Information: People's Ordinance No. 33 gives the City Council authority to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. This alley was petitioned for construction by more than 50% of the owners of the property to be assessed. The proposed assessments are based on the rates stated in the petition, as follows: \$8 per abutting foot for residential single-family properties, \$15 per abutting foot for residential multi-family properties, and \$31.50 per abutting foot for all other properties.

The published assessable costs include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by October 22, 2001. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining principal balance.

Budget:

Carry forward from 2000 Phase A	\$ 59,099
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Alleys	
Cost to Construct 2000 Phase B Alley	(\$ <u>40,500</u>)
Balance	\$ 18,599

Action Requested/Recommendation: Conduct public hearing and adopt proposed ordinance on second reading.

Citizen Presentation:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If Yes,	
Name:	Any interested person.			
Purpose:	To provide testimony for or against the proposed ordinance.			
Report results back to Council:	<input type="checkbox"/> No	<input type="checkbox"/> Yes	When:	
Placement on Agenda:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Individ. Consideration	Workshop	

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-00, PHASE B, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT.

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement District No. ST-00, Phase B, in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement District No. ST-00, Phase B, and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Alley Improvement District No. ST-00, Phase B, in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on August 17th, 2001, and the last publication thereof appearing on August 19th, 2001); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council

showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement District No. ST-00, Phase B, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Alley Improvement District No. ST-00, Phase B, be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$13,130.75; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

10TH TO 11TH, COLORADO TO UTE:

TAX SCHEDULE NO.: 2945-144-26-001 LEGAL DESCRIPTION: Lots 3 & 4, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-144-26-002 LEGAL DESCRIPTION: Lots 1 & 2, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-003 LEGAL DESCRIPTION: Lots 5 & 6, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-004 LEGAL DESCRIPTION: Lots 7 & 8, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-005 LEGAL DESCRIPTION: Lots 9 & 10, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-006 LEGAL DESCRIPTION: Lots 11 & 12, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-007 LEGAL DESCRIPTION: Lots 13 & 14, Block 131, City of Grand Junction.
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-144-26-008 LEGAL DESCRIPTION: Lots 15 & 16, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 1,669.50

TAX SCHEDULE NO.: 2945-144-26-009 LEGAL DESCRIPTION: West 15 ft. of Lot 31 and all of Lot 32, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 339.20

TAX SCHEDULE NO.: 2945-144-26-010 LEGAL DESCRIPTION: West 21 ft. of Lot 30 and the east 10 ft of Lot 131, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 266.27

TAX SCHEDULE NO.: 2945-144-26-011 LEGAL DESCRIPTION: Lot 29 and the east 3.6 ft. of Lot 30, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 242.53

TAX SCHEDULE NO.: 2945-144-26-012 LEGAL DESCRIPTION: Lots 27 & 28, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-26-013 LEGAL DESCRIPTION: Lot 26, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 212.00

TAX SCHEDULE NO.: 2945-144-26-014 LEGAL DESCRIPTION: Lot 25, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 212.00

TAX SCHEDULE NO.: 2945-144-26-015 LEGAL DESCRIPTION: Lot 24, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 212.00

TAX SCHEDULE NO.: 2945-144-26-951 LEGAL DESCRIPTION: Lots 17 through 22, inclusive, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 5,008.50

TAX SCHEDULE NO.: 2945-144-26-952 LEGAL DESCRIPTION: Lot 23, Block 131, City of Grand Junction.

ASSESSMENT..... \$ 834.75

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

Section 1. That the assessable costs and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 8 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all

penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement District No. ST-00, Phase B, shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Alley Improvement District No. ST-00 Phase B, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

PASSED and **ADOPTED** this 19th day of September, 2001.

Passed and Adopted on the _____ day of _____, 2001

Attest:

City Clerk

President of the Council

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 10th STREET TO 11th STREET COLORADO AVENUE TO UTE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
GRNDPROP UNITS, LLC	50.00	\$15.00	\$ 750.00
• DAVID & BEATRICE MARTINEZ	50.00	\$ 8.00	\$ 400.00
• KIMBERLY GISNER	50.00	\$ 8.00	\$ 400.00
• MARGARET WATSON	50.00	\$ 8.00	\$ 400.00
LARRY HUMPHREY	50.00	\$ 8.00	\$ 400.00
• MIKE & E. J. CHESNICK	50.00	\$ 8.00	\$ 400.00
• MARK SHAFFER	50.00	\$15.00	\$ 750.00
• ROGER WARREN	50.00	\$31.50	\$1,575.00
CARLE WEINGARDT & AMY MILLER	40.00	\$ 8.00	\$ 320.00
TERRY RETHERFORD	31.40	\$ 8.00	\$ 251.20
LAVERN WATSON & JOLENE BEAGLEY	28.60	\$ 8.00	\$ 228.80
CELESTER ATHERTON & MELBA HOOPINGARNER	50.00	\$ 8.00	\$ 400.00
WILLIAM & DINA HAYWORTH	25.00	\$ 8.00	\$ 200.00
• CLOWELL & ROBERTA STACY	25.00	\$ 8.00	\$ 200.00
• CLOWELL & ROBERTA STACY	25.00	\$ 8.00	\$ 200.00
• SALVATION ARMY	150.00	\$31.50	\$4,725.00
• SALVATION ARMY	25.00	\$31.50	<u>\$ 787.50</u>
			TOTAL \$12,387.50
ASSESSABLE FOOTAGE	800.00		

Estimated Cost to Construct	\$ 40,500.00
Absolute Cost to Owners	<u>\$ 12,387.50</u>
Estimated Cost to City	\$ 28,112.50

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

Indicates Property Owners Signing Petition = 10/17 or 59% of Owners & 66% of Abutting Footage

Attach 9
Alley Improvement District 2991, Phase A, Assessments

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Public Hearing and Second Reading of a proposed Assessing Ordinance for Alley Improvement District No. 2001, Phase A		
Meeting Date:	September 19th, 2001		
Date Prepared:	September 11th, 2001		
Author:	Rick Marcus	Real Estate Technician	
Presenter Name:	Rick Marcus	Real Estate Technician	
	Workshop	X	Formal Agenda

Subject: Public Hearing and Second Reading of a proposed Ordinance for the apportionment of costs connected with Alley Improvement District 2001, Phase A.

Summary: Reconstruction of the following alleys has been completed as petitioned by a majority of the property owners to be assessed:

- East/West Alley from 8th Street to 9th Street between Chipeta Avenue and Ouray Avenue
- East/West Alley from 9th Street to 10th Street between Colorado Avenue and Ute Avenue
- East/West Alley from 10th Street to 11th Street between Main Street and Colorado Avenue
- East/West Alley from 10th Street to 11th Street between Hill Avenue and Teller Avenue
- “T” shaped Alley from 18th to 19th and Elm Avenue to Bunting Avenue

Background Information: People's Ordinance No. 33 gives the City Council authority to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. This alley was petitioned for construction by more than 50% of the property owners. The proposed assessments are based on the rates stated in the petition, as follows: \$8 per abutting foot for residential single-family properties, \$15 per abutting foot for residential multi-family properties, and \$31.50 per abutting foot for all other uses.

The published assessable costs include a one-time charge of 6% for cost of collection and other incidentals. This fee will be deducted for assessments paid in full by October 22, 2001. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining principle balance.

Budget:

2001 Alley Budget	\$333,000
Estimated Cost to construct 2001 Phase A Alleys	\$254,250
Estimated Balance	\$ 78,750

Action Requested/Recommendation: Conduct public hearing and adopt proposed ordinance on second reading.

Citizen Presentation:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If Yes,		
Name:	Any interested person.				
Purpose:	To provide testimony for or against the proposed ordinance.				
Report results back to Council:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	When:		
Placement on Agenda:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop		

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-01, PHASE A, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT.

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement District No. ST-01, Phase A, in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement District No. ST-01, Phase A, and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of lands known as Alley Improvement District No. ST-01, Phase A, in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on August 17th, 2001, and the last publication thereof appearing on August 19th, 2001); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement District No. ST-01, Phase A, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Alley Improvement District No. ST-01, Phase A, be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$63,497.18; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

8TH TO 9TH, CHIPETA TO OURAY:

TAX SCHEDULE NO.: 2945-141-34-018 LEGAL DESCRIPTION: Lots 1 & 2, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-141-34-003 LEGAL DESCRIPTION: Lots 3 & 4, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-004 LEGAL DESCRIPTION: Lots 5 & 6, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-005 LEGAL DESCRIPTION: Lots 7 & 8, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-006 LEGAL DESCRIPTION: Lots 9 & 10, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-007 LEGAL DESCRIPTION: Lots 11 & 12, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-008 LEGAL DESCRIPTION: Lots 13 & 14, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-009 LEGAL DESCRIPTION: Lots 15 & 16, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-010 LEGAL DESCRIPTION: Lots 31 & 32, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-011 LEGAL DESCRIPTION: Lots 29 & 30, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-012 LEGAL DESCRIPTION: Lots 27 & 28, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-013 LEGAL DESCRIPTION: Lots 25 & 26, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-014 LEGAL DESCRIPTION: Lots 23 & 24, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-015 LEGAL DESCRIPTION: Lots 21 & 22, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-016 LEGAL DESCRIPTION: Lots 19 & 20, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-34-017 LEGAL DESCRIPTION: Lots 17 & 18, Block 63, City of Grand Junction.

ASSESSMENT..... \$ 424.00

9TH TO 10TH, COLORADO TO UTE:

TAX SCHEDULE NO.: 2945-144-27-001 LEGAL DESCRIPTION: Lots 1 & 2, Block 130, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-27-002 LEGAL DESCRIPTION: Lots 4 & 5, Block 130, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-27-003 LEGAL DESCRIPTION: Lots 6 & 7,
Block 130, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-144-27-004 LEGAL DESCRIPTION: Lot 3, Block
130, City of Grand Junction.

ASSESSMENT..... \$ 212.00

TAX SCHEDULE NO.: 2945-144-27-005 LEGAL DESCRIPTION: Lots 8 & 9,
Block 130, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-144-27-006 LEGAL DESCRIPTION: Lots 10 & 11,
Block 130, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-27-007 LEGAL DESCRIPTION: Lots 12 & 13
and the west ½ of Lot 14, Block 130, City of Grand Junction.

ASSESSMENT..... \$ 993.75

TAX SCHEDULE NO.: 2945-144-27-008 LEGAL DESCRIPTION: East ½ of Lot
14 and all of Lots 15 & 16, Block 130, City of Grand Junction.

ASSESSMENT..... \$ 993.75

TAX SCHEDULE NO.: 2945-144-27-942 LEGAL DESCRIPTION: Lots 17
through 32, inclusive, Block 130, City of Grand Junction.

ASSESSMENT..... \$ 13,356.00

10TH TO 11TH, MAIN TO COLORADO:

TAX SCHEDULE NO.: 2945-144-23-002 LEGAL DESCRIPTION: Lots 5 & 6,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 1,669.50

TAX SCHEDULE NO.: 2945-144-23-003 LEGAL DESCRIPTION: Lots 7 & 8,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 1,669.50

TAX SCHEDULE NO.: 2945-144-23-004 LEGAL DESCRIPTION: Lots 8 & 10,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-005 LEGAL DESCRIPTION: Lots 11 & 12,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-006 LEGAL DESCRIPTION: Lots 13 & 14,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-007 LEGAL DESCRIPTION: Lots 15 & 16,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 1,669.50

TAX SCHEDULE NO.: 2945-144-23-008 LEGAL DESCRIPTION: Lots 31 & 32,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-009 LEGAL DESCRIPTION: Lots 29 & 30,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-011 LEGAL DESCRIPTION: Lots 25 & 26,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-012 LEGAL DESCRIPTION: Lots 21
through 24, inclusive, Block 112, City of Grand Junction.

ASSESSMENT..... \$ 1,590.00

TAX SCHEDULE NO.: 2945-144-23-013 LEGAL DESCRIPTION: Lots 19 & 20,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-014 LEGAL DESCRIPTION: Lots 17 & 18,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-144-23-015 LEGAL DESCRIPTION: Lots 27 & 28,
Block 112, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-144-23-977 LEGAL DESCRIPTION: Lots 1 through
4, inclusive, Block 112, City of Grand Junction.

ASSESSMENT..... \$ 3,339.00

10TH TO 11TH, HILL TO TELLER:

TAX SCHEDULE NO.: 2945-141-17-002 LEGAL DESCRIPTION: South ½ of
Lots 1 through 4, inclusive, Block 24, City of Grand Junction.

ASSESSMENT..... \$ 848.00

TAX SCHEDULE NO.: 2945-141-17-003 LEGAL DESCRIPTION: Lots 5 & 6,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-141-17-004 LEGAL DESCRIPTION: Lots 7 & 8,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-005 LEGAL DESCRIPTION: Lots 9 & 10,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-006 LEGAL DESCRIPTION: Lots 11 & 12,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-007 LEGAL DESCRIPTION: Lots 13 & 14,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-141-17-008 LEGAL DESCRIPTION: Lots 15 & 16,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-009 LEGAL DESCRIPTION: Lots 31 & 32,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-010 LEGAL DESCRIPTION: Lots 29 & 30,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-011 LEGAL DESCRIPTION: Lots 27 & 28,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-141-17-012 LEGAL DESCRIPTION: Lots 25 & 26,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-013 LEGAL DESCRIPTION: Lots 23 & 24,
Block 24, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-014 LEGAL DESCRIPTION: Lots 21 & 22,
Block 24, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-015 LEGAL DESCRIPTION: Lots 19 & 20,
Block 24, City of Grand Junction.
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-17-016 LEGAL DESCRIPTION: Lots 17 & 18,
Block 24, City of Grand Junction.
ASSESSMENT..... \$ 424.00

18TH TO 19TH, ELM TO BUNTING:

TAX SCHEDULE NO.: 2945-123-27-001 LEGAL DESCRIPTION: Lot 1, Block 5,
Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 491.84

TAX SCHEDULE NO.: 2945-123-27-002 LEGAL DESCRIPTION: Lot 2, Block 5,
Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 508.80

TAX SCHEDULE NO.: 2945-123-27-003 LEGAL DESCRIPTION: Lot 3, Block 5,
Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT.....\$ 508.80

TAX SCHEDULE NO.: 2945-123-27-004 LEGAL DESCRIPTION: Lot 4, Block 5,
Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 508.80

TAX SCHEDULE NO.: 2945-123-27-005 LEGAL DESCRIPTION: Lot 5, Block 5,
Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 508.80

TAX SCHEDULE NO.: 2945-123-27-006 LEGAL DESCRIPTION: Lot 25, Block
5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 1,177.87

TAX SCHEDULE NO.: 2945-123-27-008 LEGAL DESCRIPTION: Lot 24, Block
5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-010 LEGAL DESCRIPTION: Lot 23, Block
5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-012 LEGAL DESCRIPTION: Lot 22, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-014 LEGAL DESCRIPTION: Lot 21, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-016 LEGAL DESCRIPTION: Lot 20, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-018 LEGAL DESCRIPTION: Lot 19, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-020 LEGAL DESCRIPTION: Lot 18, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-022 LEGAL DESCRIPTION: Lot 17, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-024 LEGAL DESCRIPTION: Lot 16, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 1,001.70

TAX SCHEDULE NO.: 2945-123-27-007 LEGAL DESCRIPTION: Lot 6, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 1,179.57

TAX SCHEDULE NO.: 2945-123-27-009 LEGAL DESCRIPTION: Lot 7, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-011 LEGAL DESCRIPTION: Lot 8, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-013 LEGAL DESCRIPTION: Lot 9, Block 5, Elmwood Plaza Refile, City of Grand Junction.
ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-015 LEGAL DESCRIPTION: Lot 10, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-017 LEGAL DESCRIPTION: Lot 11, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-019 LEGAL DESCRIPTION: Lot 12, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-021 LEGAL DESCRIPTION: Lot 13, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 1,001.70

TAX SCHEDULE NO.: 2945-123-27-023 LEGAL DESCRIPTION: Lot 14, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 534.24

TAX SCHEDULE NO.: 2945-123-27-025 LEGAL DESCRIPTION: Lot 15, Block 5, Elmwood Plaza Refile, City of Grand Junction.

ASSESSMENT..... \$ 1,001.70

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in

installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 8 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement District No. ST-01, Phase A, shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Alley Improvement District No. ST-01 Phase A, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the Daily Sentinel, the official newspaper of the

City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

PASSED and **ADOPTED** this 19th day of September, 2001.

Passed and Adopted on the _____ day of _____, 2001

Attest:

City Clerk

President of the Council

Attach 10
CDBG 2000 Action Plan and Lease-Head Start Facility

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>		
Subject:	CDBG 2000-4 Head Start Facility	
Meeting Date:	September 19 2001	
Date Prepared:	September 11, 2001	
Authors:	Tim Woodmansee Kristen Ashbeck	City Real Estate Manager Senior Planner
Presenters Names:	Same	
	Workshop	X Formal Agenda

Subject: Riverside Head Start Facility on City-owned property at 134 West Avenue:

- 1) Resolution Amending and Extending the lease agreement between the City and the Rocky Mountain SER Western Slope Head Start Program;
- 2) Amendment of the City's Community Development Block Grant (CDBG) Consolidated Plan 2000 Action Plan; and
- 3) Approval of the subrecipient contract with Rocky Mountain SER / Head Start for the City's 2000 Program Year, Community Development Block Grant Program.

Summary:

- 4) The proposed amendment to the lease agreement will extend the term of the lease and incorporate a new provision which clearly specifies that all improvements installed on the property will become and remain part of the property upon expiration or termination of the lease .
- 5) The amendment of the City's CDBG Consolidated Plan 2000 Action Plan is to reflect the revision to the grant dollars awarded Head Start to construct a new facility rather than remodel and add on to the existing facility.
- 6) The subrecipient contract formalizes the City's Award of \$104,000 to Rocky Mountain SER Western Slope Head Start for construction of a new daycare facility at 134 West Avenue. These funds were allocated from the City's 2000 Community Development Block Grant Program.

Background Information:

- 1) The City of Grand Junction is the owner of the property located in the City limits described as Lots 52 through 58 of Bowers Subdivision of Lot 3, Block 9 of Richard D. Mobley's First Subdivision known as 134 West Avenue. The Rocky Mountain SER Western Slope Head Start Program has leased this property from the City since 1973 for the purposes of providing community action programs, including early childhood education and social services to low income families. The Council

*** Indicates New Item
 *Requires Roll Call Vote

approved a new 5-year lease in February of this year. Because of the planned improvements to be made to the property, the proposed resolution will specify that all improvements shall remain with the property. In addition, the Rocky Mountain SER Western Slope Head Start Program is desirous of extending the term of the lease from 5-years to 10-years with an option to extend for an additional 10-year term.

- 2) The City developed a Consolidated Plan and 2000 Action Plan as part of the requirements for use of CDBG funds under its status as an entitlement city. The Action Plan allocated funds for the 2000 Program Year to four specific projects. Project 2000-4 was the Head Start Classroom/Family Center Addition and Remodel Project to construct a 400-square foot addition to the existing facility. The new space would create area to reconfigure the interior spaces for larger rooms and the remodel was to upgrade accessibility in front of the building and in the bathrooms, add new exterior siding and replace windows and doors.

Head Start subsequently had a more thorough analysis of the building done which concluded that their resources would be better spent on an entirely new, more efficient facility. Thus, the proposal is to construct a 1,500 square-foot daycare facility on the same site as the existing facility. The existing building will be retained and used by Head Start as a maintenance/storage building. Other improvements to the site include a parking lot, landscaping and construction of a sidewalk along West Avenue per Zoning and Development Code requirements.

Planning Commission approved the Conditional Use Permit for a daycare facility in the CSR zone district at its September 11, 2001 meeting subject to approval of the amended lease agreement and subrecipient contract. Staff has reviewed and approved the Site Plan for the new facility and Head Start anticipates construction to start in late Spring 2002 to be open for use at the beginning of the 2002-2003 school year.

In order to use this CDBG money for new construction instead of the addition/remodel project originally anticipated, the City must amend its Consolidated Plan/2000 Action Plan to reflect this change. The City's Citizen Participation Plan requires a public hearing to receive input and decide whether the funds should still be used for the revised project. Following the public hearing and Council approval, there will be a 30-day review period to give citizens an opportunity to comment on the proposed amendment to the Consolidated Plan before it is submitted to the U.S. Department of Housing and Urban Development.

- 3) The City has awarded \$104,000 to the Rocky Mountain SER Western Slope Head Start Program from the City's allotment of Federal Community Development Block Grant (CDBG) Program funds. This money will be used as summarized above. The Rocky Mountain SER Western Slope Head Start Program is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2000 Program

year CDBG funds to the Rocky Mountain SER Western Slope Head Start Program but the City remains responsible for the use of these funds. This subrecipient contract with the Rocky Mountain SER Western Slope Head Start Program outlines the duties and responsibilities of each party and is used to ensure that the Rocky Mountain SER Western Slope Head Start Program will comply with all Federal rules and regulations governing the use of these funds. This contract must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of the contract (attached) contains the specifics of the project and how the money will be used by the Rocky Mountain SER Western Slope Head Start Program for the new Riverside Head Start facility.

Recommendations: It is recommended that City Council approve:

- 1) a resolution amending and extending the lease agreement between the City and the Rocky Mountain SER Western Slope Head Start Program for the property at 134 West Avenue;
- 2) the amendment of the City's CDBG Consolidated Plan 2000 Action Plan to reflect the revision to the grant dollars awarded Head Start to construct a new facility rather than remodel and add on to the existing facility; and
- 3) Recommend City Council authorize the City Manager to sign the subrecipient contract with the Rocky Mountain SER Western Slope Head Start Program .

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

Report results back to Council:	<input checked="" type="checkbox"/>	No		Yes	When:	
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Placement on Agenda:		Consent	<input checked="" type="checkbox"/>	Indiv. Consideration		Workshop
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- Attachments:**
- a) Resolution Authorizing the Amended Lease
 - b) Proposed Lease Extension and Amendment Agreement
 - c) Letter Requesting Amendment to the City's Consolidated Plan
 - d) CDBG Consolidated Plan 2000 1-Year Action Plan Revision
 - e) Subrecipient Contract
 - f) Proposed Site Plan for New Head Start Facility

RESOLUTION NO. -01

**AMENDING AND EXTENDING THE LEASE OF CITY PROPERTY
AT 134 WEST AVENUE TO
ROCKY MOUNTAIN SER WESTERN SLOPE HEAD START PROGRAM**

WHEREAS, pursuant to that certain Lease Agreement dated the 1st day of February, 2001, as authorized by City Resolution No. 10-01, the City leases to Rocky Mountain SER Western Slope Head Start Program the following described real property in the City of Grand Junction, Mesa County, Colorado:

Lots 52 through 58 of Bowers Subdivision of Lot 3, Block 9 of Richard D. Mobley's Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue; and

WHEREAS, the City and Rocky Mountain SER Western Slope Head Start Program are desirous of entering into an agreement for the purposes of amending and extending the terms and conditions of said Lease.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Lease Extension and Amendment Agreement with Rocky Mountain SER Western Slope Head Start Program.

PASSED and ADOPTED this 19th day of September, 2001.

President of the Council

Attest:

City Clerk

LEASE EXTENSION AND AMENDMENT AGREEMENT

September 19, 2001

Concerning that certain Lease Agreement dated the 1st day of February, 2001 (“the Lease”), between The City of Grand Junction, a Colorado home rule municipality (“City”), and Rocky Mountain SER Western Slope Head Start Program (“Lessee”), relating to that certain real property at 134 West Avenue in the City of Grand Junction, Mesa County, Colorado. The City and Lessee have met, conferred and agreed to this extension and amendment of the Lease.

NOW, THEREFORE, the City and Lessee agree to extend and amend the Lease as follows:

1. Section 3 is amended in its entirety as follows: “The term of this Lease shall be for a period of ten (10) years, commencing on February 1, 2001, continuing through January 31, 2011 (“Basic Term”), at which time this Lease shall expire if not sooner terminated in accordance with other provisions of the Lease; provided, however, that in the event Lessee acts as required and otherwise pursuant to the Lease, the City hereby grants Lessee an option to extend the term of the Lease for one (1) additional ten (10) year term, commencing on February 1, 2011, and expiring on January 31, 2021 (“Extended Term”). The terms and conditions of the Lease during the Extended Term shall be the same terms and conditions as the Basic Term. Lessee, if it desires to lease the Property for the Extended Term, shall give written notice to the City of Lessee’s intention to exercise said option by no later than December 1, 2010. In the event Lessee fails to provide written notice as aforesaid, Lessee’s option to extend shall automatically terminate and expire.”
2. Section 5 is amended to include the following as Subsection 5.7: “Any City approved additions, improvements or alterations to the Property, except moveable furniture and moveable trade fixtures brought onto the Property by Lessee, shall become part of the Property and shall become and remain the property of the City upon the expiration or termination of any and all periods or terms of the Lease. At the City’s sole discretion Lessee may be required upon the expiration or termination of any and all periods or terms of the Lease to remove any or all additions, improvements or alterations to the Property that the City has not approved in writing.”
3. All other terms, covenants, conditions, restrictions, duties, obligations and responsibilities as they appear in the Lease shall continue in full force and effect during any and all periods or terms of the Lease.
4. Lessee and the City acknowledge the sufficiency of consideration for this amendment and waive any and all claims based on failed or inadequate consideration or failure of contract because of the same.

5. The signatories to this amendment affirmatively represent that each has authority, by their respective signatures, to bind the entity, agency or organization to the terms and conditions of this Lease Extension and Amendment Agreement.

Dated the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Rocky Mountain SER
Western Slope Head Start Program

Executive Director

City of Grand Junction CDBG Entitlement Program
SUBSTANTIAL AMENDMENT TO THE ACTION PLAN
PROGRAM YEAR 2000
SECTION 91.220 : AMENDMENTS [91.105(a)(2)]

Activities Affected

The original 2000 Action Plan included a project that was to spend \$104,000 to remodel and add on to the existing Head Start daycare facility located at 134 West Avenue in Grand Junction, Colorado (Project 2000-4). The Rocky Mountain SER Western Slope Head Start Program requested the funds in order to upgrade the facility, which has operated in a modified residential structure for over 30 years. The 400 square-foot addition would create area to reconfigure the interior spaces for larger rooms and the remodel was to upgrade accessibility at the building entrance and in the bathrooms, add new exterior siding and replace windows and doors.

Head Start subsequently had a more thorough analysis of the building done which concluded that their resources would be better spent on an entirely new, more efficient facility. Thus, the current proposal is to construct a 1,500 square-foot daycare facility on the same site as the existing facility. The existing facility will be retained but not utilized by Head Start. The \$104,000 allotted for the project would be entirely spent on construction of the new building.

City of Grand Junction Citizen Participation Plan

The City followed its Citizens Participation Plan and advertised and held a public hearing. The public hearing to amend the City's CDBG Consolidated Plan and Action Plan for Program Year 2000 was conducted September 19, 2001. The City presented information regarding the change in use of funds for project 2000-4 to construct a new facility rather than remodel and add on to the existing facility. Subsequently, a summary was published and a 30-day public comment period was held

New Activity Approved for Funding

The Grand Junction approved of the amendment to project 2000-4 to utilize the \$104,000 awarded to the Rocky Mountain SER Western Slope Head Start Program for new construction of a 1,500 square-foot facility instead of for remodel and construction of an addition to the existing facility. A copy of the staff report to City Council and the September 19, 2001 Grand Junction City Council minutes are attached.

USER PROJECT**ORIGINAL PROJECT 2000-4**

Project Title Upgrade of Riverside Classroom & Family Center

Description Rocky Mountain SER Western Slope Head Start Program remodel and 400 square-foot addition to existing Head Start facility located at 134 West Avenue, Grand Junction, CO

Project ID --

Local ID 2000-4

Activity Capital Construction/Improvement Project

Funding

Community Development (CDBG) \$104,000

Homeless (ESG) \$ 0

Housing (HOME) \$ 0

HIV/AIDS (HOPWA) \$ 0

Other Funding \$ 0

TOTAL \$104,000

Prior Funding \$ 0

Eligibility

Type of Recipient Subrecipient Non-Profit : 501(c) (3)

Performance 34 children and their families served each program year

Location Type/Address 134 West Avenue

USER PROJECT AMENDED PROJECT 2000-4

Project Title Riverside Classroom & Family Center – New Construction

Description Rocky Mountain SER Western Slope Head Start Program construction of new 1,500 square-foot classroom and family center to be located on same site as existing facility at 134 West Avenue, Grand Junction, CO

Project ID --
Local ID 2000-4

Activity Capital Construction/Improvement Project

Funding

Community Development (CDBG) \$104,000
Homeless (ESG) \$ 0
Housing (HOME) \$ 0
HIV/AIDS (HOPWA) \$ 0
Other Funding \$ 0

TOTAL \$104,000

Prior Funding \$ 0

Eligibility

Type of Recipient Subrecipient Non-Profit : 501(c) (3)

Performance 34 children and their families served each program year

Location Type Address
 134 West Avenue

**2000 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
ROCKY MOUNTAIN SER WESTERN SLOPE HEAD START PROGRAM**

I. AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2001, by and between the CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "City"), and Rocky Mountain SER Western Slope Head Start Program, (hereinafter referred to as "Subrecipient"), Witnesseth:

Recitals:

The City has entered into a contract with the U.S. Department of Housing and Urban Development providing for financial aid to the City under Title I of the Housing and Community Development Act of 1974, as amended to date.

Pursuant to such contract, the City is undertaking certain activities necessary for the execution of certain projects

the City desires to disburse funds to the Subrecipient to execute certain projects in conjunction with such undertaking of the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

II. SCOPE OF SERVICES

A. Activities

The scope of services to be rendered by the Subrecipient is attached as Exhibit "A" hereto and made a part of this Agreement. Subrecipient agrees to perform the work described in Exhibit "A" in compliance with all provisions of this Agreement. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions to be performed hereunder.

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives. The specific National Objective to be met and how it will be met by the Subrecipient is described in Exhibit "A" of this Agreement.

C. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the City or its designees for review upon request.

III. RESPONSIBILITY OF THE CITY

The City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement and disbursing funds in connection with the program.

IV. PAYMENT

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Housing and Urban Development Community Development Block Grant funds and provided that the Agreement and Scope of Services are eligible expenditures of Community Development Block Grant funds, the City agrees to pay the Subrecipient a total dollar amount that is described on Exhibit "A" of this Agreement. Payment shall be made upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this Agreement and made in accordance and compliance with the Scope of Services. Payment may be suspended by the City in the event of non-performance by Subrecipient. The City may, at its sole discretion, retain 10% of each disbursement with final payment made upon successful completion of the project including satisfactory compliance with all City, state and federal requirements.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under and the obligations imposed by this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, suits, charges, damages, costs, fees, expenses and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City Council. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and further agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122, "*Cost Principles for Non-Profit Organizations*," as applicable. These principles shall be applied for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall

include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of

investigation to ascertain compliance with the rule, regulations and provisions stated herein. The Subrecipient understands that the City, the Comptroller General and the Secretary of HUD have access to all records related to this project.

5. Reversion of Assets

The Subrecipient shall maintain records which clearly identify improvements made to the City property. The improvements shall not become the property of the Subrecipient. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

The Subrecipient agrees to use all improvements made to the real property, with Community Development Block Grant funds, as set forth in Exhibit "A." In the event Subrecipient ceases to the real property improvements acquired or improved with Community Development Block Grant funds, in accordance with Exhibit "A," the Subrecipient shall return the improvements to the real property to the City. The Subrecipient shall transfer to the City any Community Development Block Grant funds related to this project on hand at the time of expiration of this Agreement and any accounts receivable of Community Development Block Grant funds related to this project.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, their designees and/or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine and make excerpts or transcripts of all data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and, as applicable, OMB Circular A-133 or A-128.

C. Reporting, Payment and Procurement Procedures

1. Indirect Costs

If indirect costs are allowed and charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with the approved budget and any City policies concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit Progress Reports to the City in the time and manner specified in Exhibit "A" of this Agreement.

D. Procurement - OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, "*Property Management Standards*" as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

VII. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient and the City agree that no persons are being displaced.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of

1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Subrecipient shall submit a plan for an Affirmative Action Program for approval by the City.

2. W/MBE

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontractor Provisions

The Subrecipient shall include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions-Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due to the Subrecipient from the City

under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of assignment or transfer to a bank or other financial institution shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City.

b. Monitoring

The Subrecipient understands that the City and/or HUD will monitor the Subrecipient for compliance with this Agreement.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient

further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

E. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for the low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. Subcontracts

The Subrecipient shall include the foregoing Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1319 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

X. CONSTRUCTION CONDITIONS

A. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276 c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

B. Asbestos

The Contractor/Subrecipient where undertaking renovation, rehabilitation, or demolition actions shall follow the notification and strict work practices for asbestos handling, removal, storage and transport as required under 40 CFR Part 61, Subpart m and 40 CFR Part 763 as well as for worker protection standards and exposures as required under 29 CFR 1910.1001 (non-construction), 1926.58 (construction), 40 CFR Part 763, Subpart G, and any applicable local regulations.

C. Energy Efficiency

The Contractor/Subrecipient shall comply with the 1989 Model Energy Code, incorporated herein by this reference, for all new buildings constructed under this Agreement to address federal energy efficiency requirements found at 24 CFR 85.36 (i) (13) incorporated herein by this reference.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. ENTIRE AGREEMENT

The provisions set forth in items I-XI, and all attachments to this Agreement which includes the Subrecipient's lease with the City, constitute the entire Agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF GRAND JUNCTION, COLORADO

BY:
City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SUBRECIPIENT

BY:

ATTEST:

**2000 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
ROCKY MOUNTAIN SER WESTERN SLOPE HEAD START PROGRAM**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay to the Rocky Mountain SER Western Slope Head Start Program (Head Start) \$104,000 from its 2000 Program Year CDBG Entitlement Funds for construction of a new Riverside Classroom and Family Center (Center) located at 134 West Avenue, Grand Junction, Colorado. The general purpose of the Center is to provide community action programs including early childhood education and social services to low-income families.
2. The Rocky Mountain SER Western Slope Head Start Program certifies that it will meet the CDBG National Objective of low/moderate limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing the above-referenced services to low/moderate income families in Grand Junction, Colorado.
3. The entire project consists of construction of a new Center, including site improvements as required by the Grand Junction Zoning and Development Code such as utilities, parking and landscaping. The site and existing building are owned by the City of Grand Junction and leased to the Rocky Mountain SER Western Slope Head Start Program, which will continue to operate the new Center. It is understood that the City's grant of \$104,000 in CDBG funds shall be used only for the construction of the new Center building itself. Costs associated with the other elements of the project will be paid for by other funding sources obtained by the Rocky Mountain SER Western Slope Head Start Program.
4. This project shall commence upon the full and proper execution of the 2000 Subrecipient Agreement and the completion of any appropriate land use and environmental review and amendment of the land lease with the City. The project shall be completed on or before April 30, 2003.

5. The budget for the entire project is as follows:

<u>Project Activity</u>	<u>Cost</u>	<u>Source of Funds</u>
1,500 sf Building	\$104,000	City CDBG Entitlement Funds and Head Start
Parking Lot Construction	\$ 16,000	Head Start
Landscaping Improvements	\$ 9,000	Head Start
Utilities	\$ 9,000	Head Start
Architectural Design	\$ 19,800	Head Start
Administration	\$ 2,500	Head Start

6. Head Start estimates that it will provide services to at least 34 persons/families when the project is completed and in full operation.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of Head Start to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Head Start shall cooperate with the City relating to such monitoring and evaluation.
8. Head Start shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed.
9. During a period of five (5) years following the date of completion of the project the use or planned use of the property improved may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) Head Start provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Head Start decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, Head Start must reimburse the City a prorated share of the City's \$104,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, the only City restrictions on use of the property shall be as stated in a lease between Head Start and the City.
10. Head Start understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Head Start shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Head Start shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to Head Start once all funds are expended and a final report is received.

