

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

WEDNESDAY, DECEMBER 5, 2001, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Gary Cake, More Than Words Ministry

APPOINTMENT

Appointments to the Planning Commission

Appointment to the Planning Commission Board of Appeals

PRESENTATION OF CERTIFICATES OF APPOINTMENTS

Commissioner for the Arts and Culture

Commissioners for the Planning Commission

PRE-SCHEDULED VISITORS

Ouray Chamber of Commerce Mayoral Skijourning Challenge

CITIZEN COMMENTS

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

1. **Minutes of Previous Meetings** [Attach 1](#)
Action: Approve the Summary of the November 19, 2001 Workshop and the Minutes of the November 21, 2001 Regular Meeting
2. **Authorizing a Contract for Banking Services with Alpine Bank, Grand Junction** [Attach 2](#)

Based on the triennial request for proposals for city banking services, it is recommended the selection of Alpine Bank for a three-year banking services contract as being in the City's best interest.

Resolution No. 119-01 – A Resolution Designating a Depository and Approving an Agreement for Banking Services Between the City of Grand Junction, Colorado and Alpine Bank, Grand Junction

**Action: Adopt Resolution No. 119-01*

Staff presentation: Ron Lappi, Administrative Services Director

3. **Levying Property Taxes for Collection in the Year 2002** [Attach 3](#)

The resolutions set the mill levies of the City of Grand Junction, Ridges Metropolitan District #1 and #2, Grand Junction West Water and Sanitation District, and the Downtown Development Authority. The City and DDA mill levies are for operations; the others are for debt service only. The City is establishing temporary credit mill levies for the General Fund and the DDA for the purpose of refunding revenue collected in 2000 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution. The temporary credits are pursuant to CRS 39-5-121 (SB 93-255). The City will levy a temporary credit of 0.556 mills for the purpose of refunding \$245,084, and for the DDA, a credit mill levy of 0.482 to refund \$12,135.

- a. Resolution No. 120–01 – A Resolution Levying Taxes for the Year 2001 in the City of Grand Junction, Colorado
- b. Resolution No. 121–01 – A Resolution Levying Temporary Credit Taxes for the Year 2001 in the City of Grand Junction, Colorado
- c. Resolution No. 122–01 – A Resolution Levying Taxes for the Year 2001 in the City of Grand Junction, Colorado, Downtown Development Authority
- d. Resolution No. 123–01 – A Resolution Levying Temporary Credit Taxes for the Year 2001 in the Downtown Development Authority of the City of Grand Junction, Colorado
- e. Resolution No. 124–01 – A Resolution Levying Taxes for the Year 2001 in the Ridges Metropolitan District a Part of the City of Grand Junction, Colorado
- f. Resolution No. 125-01 – A Resolution Levying Taxes for Year 2001 the Grand Junction West Water and Sanitation District a Part of the City of Grand Junction, Colorado

*Action: Adopt Resolutions No. 120-01, 121-01, 122-01, 123-01, 124-01 and 125-01

Staff presentation: Ron Lappi, Administrative Services Director

4. **City/County Intergovernmental Agreement for Designated Emergency Response Authority (DERA) and Superfund Amendment Reauthorization Act (SARA)** [Attach 4](#)

The DERA services are for response to accidents involving the release of hazardous materials. The SARA program involves collection of information regarding storage, handling, and manufacturing of hazardous materials.

*Action: Authorize the Mayor to Sign the City/County Intergovernmental Agreement for DERA Services and the SARA Program

Staff presentation: Jim Bright, FD Operations Officer

5. **2001 Program Year Community Development Block Grant for Marillac Clinic** [File#CDBG 2001-4] [Attach 5](#)

This contract formalizes the City's Award of \$200,000 to Marillac Clinic for construction of an addition on their medical facility located at 2333 North 6th Street. The addition will house the relocation and expansion of their dental facility and other support services. These funds were allocated from the City's 2001 Community Development Block Grant Program.

Action: Authorize City Manager to Sign Subrecipient Contract with CDBG for Marillac Clinic

Staff presentation: Dave Thornton, Principal Planner

6. **Setting a Hearing on the Revisions to Zoning and Development Code** [File # TAC-2001-203] [Attach 6](#)

The Grand Junction Zoning and Development Code was adopted on March 7, 2000, with an effective date of April 22, 2000. As requested by the City Council, this is a review of the Code provisions to determine whether any changes are needed. The majority of the proposed amendments are clerical corrections, formatting and clarifications. The report to the Planning Commission and City Council for the July 30th Workshop listed 22 specific issues that were raised by those who commented on the Code. This update has incorporated those that Planning Commission and Council directed staff to change.

Proposed Ordinance for the Annual Update of the Zoning and Development Code for the City of Grand Junction

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

Staff presentation: Kathy Portner, Planning Manager

7. **Setting a Hearing on the Rezone from Planned Development (PD-for Miller Homestead) to PD (for 12th Street Medical Plaza & Hospice Care), located at 3090 & 3150 North 12th Street** [File #GPA-2001-179] [Attach 7](#)

The applicant requests to rezone the site formerly known as the Miller Homestead Planned Development to the 12th Street Medical Plaza and Hospice Care Planned Development. At its hearing of November 20, 2001 the Planning Commission recommended approval of this rezone request.

Proposed Ordinance Zoning Two Parcels Located at 3090 and 3150 North 12th Street from PD (For Miller Homestead) to PD for the 12th Street Medical Plaza and Hospice Care Planned Development

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

Staff presentation: Bill Nebeker, Senior Planner

8. **Setting a Hearing on the Zoning for the Madaris Annexation located at 539 31 ½ Road** [File #ANX-2001-214] [Attach 8](#)

First reading of the annexation zoning ordinance for the Madaris Annexation located at 539 31 ½ Road . The 5.852-acre Madaris Annexation consists of one parcel of land. Planning Commission recommended a Residential Single Family with a maximum of four units per acre (RSF-4) zone district. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning confirms to the Growth Plan's Future Land Use map and recommendation for Residential Medium Low, with residential land uses between 2 and 4 units per acre for this area.

Proposed Ordinance Zoning Property Known as the Madaris Annexation located at 539 31 ½ Road to RSF-4

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

Staff presentation: Dave Thornton, Principal Planner

9. **Setting a Hearing on the Annexation of Cimarron Mesa Annexation, Located at the Southwest Corner of Linden Avenue and B ½ Road** [Attach 9](#)

Resolution for Referral of Petition to Annex/First reading of the Annexation Ordinance/Exercising Land Use Jurisdiction Immediately for the Cimarron Mesa Annexation Located at the Intersection (southwest corner) of Linden Avenue and B ½ Road The 32.567-acre Cimarron Mesa Annexation consists of one parcel of land.

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

Resolution No. 126-01 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Cimarron Mesa Annexation, Located at the Southwest Corner of Linden Avenue and B ½ Road

**Action: Adopt Resolution No. 126-01*

b. Set a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Cimarron Mesa Annexation, Approximately 32.567 Acres, Located at the Southwest Corner of Linden Avenue and B ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for January 16, 2002

Staff presentation: Bill Nebeker, Senior Planner

10. **Revisions to the Pre-Qualification Regulations** [Attach 10](#)

This revision includes some administrative adjustments, revised financial categories, and terminology to include record of safety responsiveness in the process to review initial and continued pre-qualification status.

Resolution No. 127-01 – A Resolution Adopting Revised Rules and Procedures to Pre-Quality Contractors to Bid on City Public Works and Utility Projects

**Action: Adopt Resolution No. 127-01*

Staff presentation: Mark Relph, Public Works and Utilities Director

11. **Award of Design/Construction Contract for the Old Mill Bridge Slope Stabilization Project** [Attach 11](#)

Three proposals were obtained to design and construct a slope stabilization system to support the south abutment of the Old Mill Bridge. This is a bicycle/pedestrian bridge that was constructed across the Colorado River near Eagle Rim Park in 1997.

Yenter Companies	Arvada & Silt CO	\$178,700
Mays Construction Specialties	Grand Junction	\$180,295
R.W. Jones Construction Inc.	Fruita, CO	\$250,614

Action: Authorize the City Manager to Execute a Design/Construction Contract for the Old Mill Bridge and Trail Slope Stabilization Project with Yenter Companies, Inc. in the Amount of \$178,700

Staff presentation: Tim Moore, Public Works Manager

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

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

12. **GRAND JUNCTION ECONOMIC PARTNERSHIP INCENTIVE REQUEST** [Attach W-4](#)

The Economic Partnership is requesting an incentive for a new business that provides comprehensive employee absence and disability management in an amount of \$500,000.

Action: Approve an Incentive Request through the Grand Junction Economic Partnership in an Amount of \$500,000 to CMGT, Inc.

Staff presentation: Denny Granum, GJEP President

13. **Lease/Purchase Agreement with Buck S. Oda and Yo Oda to Secure Land for Future Expansion of the City's Maintenance Compound** [Attach 12](#)

The proposed action will authorize the lease and purchase of approximately 15 acres located adjacent to the River Road Operations Center.

Resolution No. 128-01 – A Resolution Authorizing the Lease and Purchase by the City of Certain Real Property Owned by Buck S. Oda and Yo Oda

**Action: Adopt Resolution No. 128-01*

Staff presentation: Tim Moore, Public Works Manager

14. **Public Hearing - 2002 Annual Appropriation**

[Attach 13](#)

The total appropriation for all accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District and the Downtown Development Authority) is \$92,804,708. Although not a planned expenditure, an additional \$2,250,000 is appropriated as an emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

a. Appropriation Ordinance

Ordinance No. 3387 – The Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2002 and Ending December 31, 2002

Action: Adopt Ordinance No. 3387 on Second Reading

b. 2002-2003 Budget Adoption

Resolution No. 129-01 – A Resolution Adopting the Budget for the Purpose of Defraying the expenses and Liabilities for the Fiscal Years Ending December 31, 2002 and 2003

Action: Adopt Resolution No. 129-01

Staff presentation: Ron Lappi, Administrative Services Director

15. **City Policy on the Use of Bond or Loan Proceeds from TIF Financing**

[Attach 14](#)

The resolution formally establishes the policy and guidelines to be followed by the Downtown Development Authority and City staff in spending TIF borrowed proceeds for capital projects and their related administrative costs. It also sets out in some detail what are considered appropriate administrative costs and those that are not based on City of Grand Junction policies and practices.

Resolution No. 130-01 - A Resolution Establishing the City of Grand Junction Policy Relative to the Use of Bond and Loan Proceeds from the Tax Increment Financed Debt Issued by the City of Grand Junction

**Action: Adopt Resolution No. 130-01*

Staff presentation: Ron Lappi, Administrative Services Director

16. **Loan to the DDA/TIF Capital Fund** [Attach 15](#)

Since the TIF district already has a significant amount of debt outstanding totaling \$2,535,000, a short-term line of credit from the City's pooled cash and investment program is being requested in-lieu of issuing additional public debt at this time. Any additional debt issued at this time would be subordinate to both outstanding bond issues, would have to be relatively small in size, and overall not be a very cost-effective move. The outstanding debt has a current average interest rate of 4.48%, and it would not be fiscally responsible to borrow at a higher rate to defease this debt.

Resolution No. 131-01 - A Resolution Authorizing a Line of Credit Loan of Up to \$600,000 to the DDA/TIF Capital Improvement Fund for a Period Beginning January 1, 2002 Through December 31, 2003

**Action: Adopt Resolution No. 131-01*

Staff presentation: Kelly Arnold, City Manager

17. **DDA Operating Subsidy for 2001** [Attach 16](#)

At the November 19, 2001 City Council Workshop, the Board of Directors of the DDA, represented by their Chairperson and Vice Chair, requested the City of Grand Junction to subsidize their operating fund at the end of 2001 to cover the expected fund balance deficit expected to be less than \$200,000 accumulated over the past two calendar years.

Action: Approve the Use of General Fund Contingency Effective January 1, 2002 from the 2002 Budget, to Transfer to the DDA Operating Fund up to \$200,000 to Balance this Fund's Beginning Resources to Zero, and Directing the Finance Director to Make the Necessary Transfer When the Final Revenue and Expense Numbers are Known

Staff presentation: Ron Lappi, Administrative Services Director

18. **Public Hearing - Rezoning the Chiroconnection Subdivision, Located at 1715 and 1705 N. 1st Street** [File #RZ-2001-199] [Attach 17](#)

The Petitioner has requested a rezoning of the property located at 1715 and 1705 N. 1st Street, from RMF-5 (Residential Multi-family, not to exceed 5 units per acre) to the zoning designation of RMF-8 (Residential Multi-family, not to

exceed 8 units per acre). The applicants have received approval for a 3-lot subdivision.

Ordinance No. 3388 – An Ordinance Rezoning the Chiroconnection Subdivision, Located at 1715 and 1705 N. 1st Street from RMF-5 to RMF-8

Action: Adopt Ordinance No. 3388 on Second Reading

Staff presentation: Lori V. Bowers, Associate Planner

19. **Public Hearing - Zoning the Cantrell Annexation, Located at 2930 North Avenue** [File #ANX-2001-052] [Attach18](#)

The 3.09-acre Cantrell Annexation area consists of two parcels of land, approximately 2.71 acres in size. The remaining acreage is comprised of right-of-way along North Avenue. There were no existing structures on the site at the time of annexation, but 2 new commercial buildings have been constructed since then. This zoning request is partially consistent with the Growth Plan and is entirely consistent with the previous Mesa County zoning.

Ordinance No. 3389 – An Ordinance Zoning the Cantrell Annexation to C-1 (Light Commercial and RSF-8 (Residential family, not to exceed 8 units per acre) Located at 2930 North Avenue

**Action: Adopt Ordinance No. 3389 on Second Reading*

Staff presentation: Lori V. Bowers, Associate Planner

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

21. **OTHER BUSINESS**

22. **EXECUTIVE SESSION TO DISCUSS PERSONNEL** – City Council Employees

23. **ADJOURNMENT**

**Attach 1
Minutes of Previous Meetings**

**GRAND JUNCTION
CITY COUNCIL WORKSHOP**

November 19, 2001

The City Council of the City of Grand Junction, Colorado, met on Monday, November 19, 2001 at 7:04 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. **DOWNTOWN DEVELOPMENT AUTHORITY BUDGET:** Bruce Hill, chair, and Doug Simmons, vice-chair, of the DDA Board presented and discussed their proposed budget. There is currently a deficit in the 2001 budget and the Board members requested a one-time subsidy to balance the current fiscal year. Additionally, there is a disagreement in the manner that administrative costs can be allocated from the capital project account (203). This has prevented the Board from making budget decisions because the revenue amounts have not been determined.

Action summary: Council directed DDA and Staff to go forward in developing the DDA budget within the guidelines discussed. Council directed Staff to develop a document that outlines the concerns and options of the City Council to develop a formal policy and have it available for Council to review at the pre-meeting on Wednesday, November 21st. DDA was directed to bring back a number to the City Council to include in the annual appropriation ordinance.

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

NOVEMBER 21, 2001

The City Council of the City of Grand Junction convened into regular session the 21st day of November, 2001 at 7:34 p.m. in the City Auditorium. Those present were Harry Butler, Bill McCurry, Janet Terry, Reford Theobold, Jim Spehar and President of the Council

Cindy Enos-Martinez. Dennis Kirtland was absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

Council President Enos-Martinez called the meeting to order and City Manager Kelly Arnold led in the pledge of allegiance. The audience remained standing for the invocation by Phil Neeley, of the First Assembly of God Church.

APPOINTMENTS

APPOINTMENTS TO THE PLANNING COMMISSION

Councilmember Spehar moved to appoint John Evans and Richard Blosser to the Grand Junction Planning Commission until October, 2004. Councilmember McCurry seconded. Motion carried.

APPOINTMENT TO THE COMMISSION ON ARTS AND CULTURE

Councilmember Terry moved to appoint Karen Kiefer to the Commission on Arts and Culture to fill an unexpired term until February 2004. Councilmember Spehar seconded. Motion carried.

CERTIFICATES OF APPOINTMENT

PRESENTATION TO NEWLY APPOINTED WALKER FIELD PUBLIC AIRPORT
AUTHORITY MEMBER JAMES GARDNER

CITIZEN COMMENTS

There were no citizen comments.

CONSENT CALENDAR

Mayor Enos-Martinez announced that Consent Calendar item # 3 was being removed from the Consent Calendar and placed first under individual consideration.

It was moved by Councilmember Terry, seconded by Councilmember McCurry and carried by a roll call vote to approve Consent items # 1 through 10, with the exception of item #3.

1. Minutes of Previous Meetings

Action: Approve the Summary of the November 5, 2001 Workshop and the Minutes of the November 7, 2001 Regular Meeting

2. 2002 Rural District Fire Protection Contract

The Grand Junction Rural Fire Protection District Board has requested continued services from the City of Grand Junction Fire Department for the year 2002. A memorandum of agreement between the City and District calls for the provision of certain services by the Fire Department to citizens of the District. Pursuant to and defined in the agreement, the District pays the City an allocated portion of the annual budget for services. The projected cost of services for 2002 is \$1,167,070.

Action: Authorize the City Manager to Sign the 2002 Contract with the Rural Fire Protection District in the amount of \$ 1,167,070.

3. **2002-2003 Parks and Recreation Fees and Charges Policy – Moved to Individual Consideration**

The Parks and Recreation Department in conjunction with the City's biennial budget evaluates recreation program fees, facility admission fees, facility use fees, golf course fees, and cemetery fees. At the November 15, 2001 Parks and Recreation Advisory Board meeting, the Board recommended that the City Council adopt the accompanying 2002-2003 Parks and Recreation Department Fees and Charges Policy. Additionally, it is being requested that the City Council adopt the Fees and Charges Policy for Two Rivers Convention Center as reviewed and directed by City Council on October 29, 2001.

Resolution No. 114-01 – A Resolution Establishing the 2002-2003 Fees and Charges Policy for the Grand Junction Parks and Recreation Department

Action: Adopt Resolution No. 114-01

4. **Utility Rate Adjustments for Solid Waste, Recycling and Wastewater Services**

Solid Waste monthly rates for residential/commercial service will increase 4%, wastewater will increase 2.5%, recycling rates will increase from \$1.50 to \$1.75, Plant Investment Fees (PIF) for sewer will increase from \$750 to \$1,000/EQU.

Resolution No. 115-01 – A Resolution Adopting Utility Rates for Solid Waste, Recycling, and the City-County Joint Sewer Fund, Effective January 1, 2002.

Action: Adopt Resolution No. 115 -01

5. **Setting a Hearing on the 2002 Annual Appropriation**

The total appropriation for all accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water

and Sanitation District and the Downtown Development Authority) is \$92,881,550. Although not a planned expenditure, an additional \$2,250,000 is appropriated as an emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Proposed Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2002 and Ending December 31, 2002

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for December 5, 2001

6. **Setting a Hearing on Rezoning the Chiroconnection Subdivision, Located at 1715 and 1705 N. 1st Street** [File #RZ-2001-199]

The Petitioner has requested a rezoning of the property located at 1715 and 1705 N. 1st Street, from RMF-5 (Residential Multi-family, not to exceed 5 units per acre) to the zoning designation of RMF-8 (Residential Multi-family, not to exceed 8 units per acre). The applicants have received approval for a 3-lot subdivision.

Proposed Ordinance Rezoning the Chiroconnection Subdivision from RMF-5 to RMF-8.

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for December 5, 2001

7. **Setting a Hearing on Zoning the Cantrell Annexation, Located at 2930 North Avenue** [File #ANX-2001-052]

The 3.09-acre Cantrell Annexation area consists of two parcels of land, approximately 2.71 acres in size. The remaining acreage is comprised of right-of-way along North Avenue. There were no existing structures on the site at the time of annexation, but 2 new commercial buildings have been constructed since then. This zoning request is partially consistent with the Growth Plan and is entirely consistent with the previous Mesa County zoning.

Proposed Ordinance Zoning the Cantrell Annexation to C-1 (Light Commercial and RSF-8 (Residential family, not to exceed 8 units per acre) Located at 2930 North Avenue

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for December 5, 2001

8. **Change Order Authorization for Riverside Storm Drain Improvements Project**

With funds from a Community Development Block Grant (CDBG), the City has contracted to install a storm drainage system in the Riverside neighborhood to separate the storm drain inlets from the sanitary sewer system. This action is to approve a final change order with Sorter Construction and thereby complete the project. Aggregate total change orders amount to \$55,964.58.

Action: Approve Change Order #2 to the Riverside Storm Drain Improvements in the Amount of \$31,238.

9. **Vacation of Sewer Line Easement for International House of Pancakes Restaurant at Mesa Mall** [File #VE-2001-204]

In conjunction with a request to construct an International House of Pancakes (IHOP) restaurant at Mesa Mall, the applicant proposes to vacate a portion of a twenty-foot wide sewer easement that is not necessary to service this or other parcels. At its hearing of November 20, 2001 the Planning Commission recommended approval.

Resolution No. 116-01 – A Resolution Vacating a Portion of a Sewer Easement at the Southwest Corner of Mesa Mall, 2420 Highway 6 & 50

Action: Adopt Resolution No. 116-01

10. **Vacate a Utility and Temporary Turnaround Easement – Canyon Rim Subdivision** [File #VE-2001-208]

The applicant proposes to vacate a utility and temporary turnaround easement in conjunction with a request to develop Canyon Rim Subdivision. At its hearing of November 20, 2001 the Planning Commission recommended approval.

Resolution No. 117-01 – A Resolution Vacating a Temporary Turnaround Easement and a Twenty Foot Utility Easement in the Canyon Rim Subdivision located on the East Side of South Camp Road, East of Wingate School

Action: Adopt Resolution No. 117 -01

ITEMS NEEDING INDIVIDUAL CONSIDERATION

2002-2003 Parks and Recreation Fees and Charges Policy

The Parks and Recreation Department in conjunction with the City's biennial budget evaluates recreation program fees, facility admission fees, facility use fees, golf course

fees, and cemetery fees. At the November 15, 2001 Parks and Recreation Advisory Board meeting, the Board recommended that the City Council adopt the accompanying 2002-2003 Parks and Recreation Department Fees and Charges Policy. Additionally, it is being requested that the City Council adopt the Fees and Charges Policy for Two Rivers Convention Center as reviewed and directed by City Council on October 29, 2001.

Tim Wollin, President of the Grand Junction Lions Club, asked Council to reconsider the rates for luncheons and audio-visual fees before making their decision. The Lions were instrumental in the initial construction of Two Rivers. The Lions will make their decision on the location for their luncheons at the next meeting. They asked that the audiovisual fee be dropped and the luncheon stay under \$9.00, all-inclusive.

Parks and Recreation Director, Joe Stevens, empathized with the Club but reminded Mr. Wollin that the Convention Center price structure was way under market for a long time. The plan is to make 4% incremental increases as the costs go up. The standard Public Address System will be available at no charge but computers and PowerPoint software and VCRs will be additional. Equipment previously donated has now been replaced.

Councilmember Terry asked if the microphones being included was just one. Mr. Stevens said it would include a number of microphones.

Councilmember Spehar noted that an additional \$122,000 was infused into the project for audio-visual improvements and there needs to be some monetary recognition of this new equipment.

Councilmember Terry asked how the \$600 AV charge per year was determined. Mr. Stevens said that is the low end of the market for such rental. It works out to \$50 per month. Councilmember Terry asked about grandfathering previously provided for services, such as set up day, etc. Mr. Stevens indicated those services would continue at no additional charge. Mr. Brophy, the new manager of the Two Rivers facility, will be meeting with each of the users.

Councilmember Theobald asked if the audio-visual charge includes the piano. Mr. Stevens said it does. Councilmember Theobald said that \$9.38 does not appear to be the low end of the market. Mr. Stevens stated that there is some competition going on in the City. The goal of Two Rivers is to provide better service and that cannot be done by looking at 2000 rates, they must look at 2002 rates. He also noted that the service clubs are getting a lot of value for their dollar.

Councilmember Spehar stated there is no comparison between the new facility and the one currently being used, food, parking and ambiance are all much more impressive at the new Two Rivers facility.

Russell Soderquist, 539 Cedar Ave, a 46-year member of the Lions, once worked for a businessman who said the customer is the boss. Mr. Soderquist mentioned an area person who is one of the International Directors of the Lions organization who travels the nation for the organization. Mr. Soderquist feels that this person is definitely one who promotes the Grand Junction area wherever he speaks. Every business has a product or service that loses money but brings in business. The Lions Clubs provided 10% of the seed money (\$140,000) for the construction of Two Rivers many years ago. The Lions Club has also promoted teamwork among the service clubs.

Councilmember Theobald suggested that dropping the price to \$8.75 would amount to only \$7,000 less per year. He suggested that since the Lions, Kiwanis and the Rotary Clubs donate over half a million dollars a year, over half of which goes to City projects and City facilities, Council should make sure that these clubs are viable, and it would be money well spent.

Councilmember Terry stated that the service clubs are important and the Council wants to stay balanced. She stated that Council definitely wants to work with the service clubs of Grand Junction.

Councilmember Spehar clarified that the reduction would be for only these three clubs. Also that the amount will go up to \$9.75 for 2003.

Resolution No. 114-01 – A Resolution Establishing the 2002-2003 Fees and Charges Policy for the Grand Junction Parks and Recreation Department

Councilmember Spehar moved to approve Resolution No. 114-01 changing the luncheon fees to \$8.75 for the Grand Junction Kiwanis, Rotary and Lions Clubs for one year only. Councilmember Terry seconded. There was a brief discussion. Then Councilmember Spehar amended his motion for the lowered fees to be for service clubs with more than 100 members and raises over \$50,000/year for the community. Councilmember Terry seconded the amendment. Roll call vote of 4 to 2 with Councilmembers Spehar and Butler against. The motion carried.

Lease-Purchase for Fire Equipment

The lease-purchase arrangement allows the City to retain twelve necessary pieces of fire equipment including several vital fire engines. The equipment in question has already been put to use by the Fire Department and originally cost about \$2.2 million. The documents provide that the City will make quarterly payments on this lease-purchase effective December 31, 2001.

Administrative Services and Finance Director, Ron Lappi, reviewed this item.

City Manager Kelly Arnold added that out of the twelve pieces recommended for purchase, Staff evaluated the necessity of each piece of equipment and feels they are

all worth buying. However, there are four pieces that probably won't be worth replacing once worn out.

Councilmember Terry asked how much the payment would be without those four pieces. Mr. Lappi said the deal was made as a package so individual prices are not immediately available.

Chief Beaty described some of the pieces in question and how the department could operate without them. He said the equipment being discussed enhances the fire departments functions.

Councilmember Theobold clarified that some of the equipment is useful but not essential. Councilmember Spehar stated that some of the equipment would also be useful in the future as the City moves toward a Fire Station in the Redlands. He also clarified that Council is not eliminating any of the other options discussed earlier regarding this equipment.

Resolution No. 118-01 – A Resolution authorizing either the Mayor or the City Manager to Execute a Lease-Purchase Agreement and Related Documents for Fire Engines and Other Equipment

Upon motion by Councilmember Theobold, seconded by Councilmember McCurry, and carried by roll call vote, Resolution No. 118-01 authorizing the Lease-Purchase for Fire Equipment was approved. Councilmember Terry stated that her vote in favor was done so with resentment.

NON-SCHEDULED CITIZENS & VISITORS

There were no non-scheduled citizens or visitors.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

City Council adjourned at 8:30 pm.

Stephanie Tuin, CMC
City Clerk

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution Authorizing a Contract for Banking Services with Alpine Bank, Grand Junction.		
Meeting Date:	December 5, 2001		
Date Prepared:	November 26, 2001		
Author:	Ron Lappi	Title	Director of Admin Svcs
Presenter Name:	Ron Lappi	Title	Director of Admin Svcs
	Workshop	X	Formal Agenda

Subject: Resolution authorizing a contract for banking services with Alpine Bank, Grand Junction.

Summary: Based on the triennial request for proposals for city banking services, we recommend the selection of Alpine Bank for a three year banking services contract as being in the City's best interest.

Background Information: The City has adopted a policy that requires the solicitation for banking services through an RFP process every three years. The recent solicitation to all local banking institutions resulted in receipt of six proposals from qualified banks, all of which met the RFP guidelines. The six are Alpine Bank, Mesa national Bank, Wells Fargo Bank, Community First Bank, Commercial Federal Bank, and US Bank. Attached is a brief analysis of the proposals. All are capable of providing the services for the City. The proposal from Alpine Bank is clearly better than the others with a lower compensating balance and 91 day treasury bill interest on the collected bank balance.

Alpine Bank proposed compensating balances of \$400,000 and proposed to pay the 90-day T-Bill rate. The next two proposals from Mesa National and US Bank are very close together. Given the results from the evaluation and the fact that Alpine Bank's services have been very satisfactory, it is recommended that we remain with Alpine Bank for another three years.

Budget: This agreement will result in a net positive income to the City of approximately \$130,000 annually depending on where interest rates move.

Action Requested/Recommendation: Approve the resolution authorizing Alpine Bank as a depository for City funds and authorizing the Finance Director to sign the contract.

Citizen Presentation:	X	No	Yes	If Yes,
Name:				
Purpose:				
Report results back to Council:	X	No	Yes	When:
Placement on Agenda:	X	Consent	Indiv. Consideration	Workshop

City of Grand Junction
 BANKING SERVICES PROPOSALS
 November 13, 2001 9:00 a.m.

<u>Bank</u>	<u>Compensating Balance</u>	<u>Interest Rate</u>
Community First	\$2.3 Million	91 + .125
Wells Fargo	\$1.5 Million	91
Mesa National	\$1.0 Million	91 + 15/100
Alpine Bank	\$400,000	91
US Bank	\$900,000	91
Commercial Federal	\$3.0 Million	91

Interest Rate is 91-day Treasury bill rate.

RESOLUTION NO. _____

A RESOLUTION DESIGNATING A DEPOSITORY AND APPROVING AN AGREEMENT FOR BANKING SERVICES BETWEEN THE CITY OF GRAND JUNCTION, COLORADO AND ALPINE BANK, GRAND JUNCTION

Recitals:

The City of Grand Junction (hereinafter called "City") solicited proposals from all local banks and received five proposals; the proposal received from ALPINE BANK, GRAND JUNCTION (hereinafter called "Bank"), being judged to be in the City's best interest; and ALPINE BANK, GRAND JUNCTION, a banking corporation, is qualified as a depository for the funds of the CITY OF GRAND JUNCTION; and the City has a legitimate need for and the Bank can provide, the following services: normal banking operations which include General Operating, Accounts Payable clearing, Payroll clearing, Petty Cash clearing, Worker's Compensation clearing and Investigative clearing and additional services outlined in the attached agreement.

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

- (a) The agreement for Banking Services between the CITY OF GRAND JUNCTION and ALPINE BANK, GRAND JUNCTION is hereby approved effective January 1, 2002.
- (b) The Finance Director is authorized to finalize and sign the contract on behalf of the City.
- (c) The Bank is thereby authorized, as a depository for City funds, to accept on behalf of the City for credit and/or collection and all bills and notes payable when endorsed in the name of the City in writing, by rubber stamp or otherwise, and that all transactions in connection therewith shall be governed by the conditions, rules, regulations, customs and practices now or hereafter adopted or practiced by the Bank.
- (d) The names and titles of persons authorized to sign demands against the various accounts are as follows:

PAYROLL CLEARING: any two Kelly E. Arnold, City Manager
Ronald M. Lappi, Finance Director

ACCOUNTS
PAYABLE CLEARING: any two Kelly E. Arnold, City Manager
Ronald M. Lappi, Finance Director
Lanny Paulson, Budget and Accounting
Manager
Jodi Romero, Customer Service
Manager

WORKER'S COMPENSATION CLEARING: As authorized and directed by the Finance Director

INVESTIGATIONS CLEARING: As authorized and directed by the Finance Director

PETTY CASH CLEARING: Any employee of the City is authorized to sign a check for the Petty Cash Account. The Bank will not be held liable with the following stipulations:

- 1) No check will be honored if the amount is over \$100.
 - 2) No check will be honored unless it has the employee's signature and identification number on the check.
- (e) All wire transfers are executed out of the General Operating Account and require any one of the following authorized persons.
- Ronald M. Lappi, Finance Director
 - Lanny Paulson, Budget and Accounting Manager
 - Claudia Hazelhurst, Human Resources Manager
 - Jodi Romero, Customer Service Manager
- (f) The Bank is hereby authorized to pay any such instruments so signed or endorsed as above written, and presented to it for payment, including those drawn to the individual order of any officer or other person authorized to sign the same.

ADOPTED AND APPROVED this 5th day of December, 2001

Attest:

City Clerk

President of the Council



October 22, 2001

**City of Grand Junction
Administrative Services
250 North 5th Street
Grand Junction CO 81501-2668
Fax: 970-256-4078**

Alpine Bank
Norm Franke, President
225 North 5th Street, Suite B
Grand Junction, CO 81501

Dear Norm:

The City of Grand Junction, Colorado is currently soliciting proposals from qualified and interested local financial institutions for banking services.

The attached Request for Proposals (RFP) outlines the services required and the basis on which the selection will be made. If you are interested and qualified, please submit the completed RFP Bid Form no later than 9:00 a.m., Tuesday, November 13, 2001.

This is a Request for Proposals rather than a strict bidding situation and the City reserves the right to reject any and all bids. The City may enter into a contract with the institution judged to provide the services in the City's best interest. It is our intention that the institution selected through this process will remain the City's financial institution for three years.

If you have any questions between now and November 13, 2001, please feel free to contact me at 244-1515.

Sincerely,

Ron Lappi
Director of Finance/Administrative Services

cc: Lanny Paulson, Budget and Accounting Manager
Kris Gardner, Executive Vice President, Alpine Banks of Colorado

**CITY OF GRAND JUNCTION, COLORADO
2001 REQUEST FOR PROPOSAL FOR BANKING SERVICES**

INTRODUCTION

The City of Grand Junction is soliciting proposals for banking services. This request outlines the required services to provide local institutions an opportunity to submit comparable proposals for normal banking services on City accounts. It does not include requirements for the services related to the City's investment portfolio and borrowing needs. These will be addressed separately and individually as necessary. Information on your available services in these two areas may be included in the "Additional Services" section if you desire.

REQUIREMENTS

The following accounts are required:

1. Impressed Accounts (daily transfers will be made from or to the General Operating Account to maintain zero balances)
 - (a) Accounts Payable Checking (13,000 checks, \$35 million annually)
 - (b) Payroll Clearing (average 750 employees, biweekly) 55+% direct deposit (8,000 checks, \$15 million annually)
 - (c) Petty Cash Clearing (2,000 checks, \$65,000 annually)
 - (d) Workers Compensation Clearing (1,000 checks, \$300,000 annually)
 - (e) Investigations Checks (12 checks, \$12,000 annually)
 - (f) Merchant Credit Card Clearing Account (2,500 batch deposits, \$1,000,000 annually)

2. General Operating Account (\$150 million annually)
 - (a) Receives all deposits (2,000 annually with 400,000 items)
 - (b) Daily transfers to impressed accounts (1,200 annually)
 - (c) Stop payments and returned items (300 annually)
 - (d) Wire transfers out (300 annually)
 - (e) Parking meter collections processed, counted, and deposited (100 annually)
 - (f) Interest paid with each statement on average daily collected or ledger balance at the bid rate (It is estimated that the average difference between collected and ledger balance is \$300,000.)

All bracketed information is estimated based on our most recent annualized experience and may vary somewhat in future years.

OTHER SERVICE REQUIREMENTS

- (a) ACH electronic processing of direct deposit for payroll and utility bills
- (b) Credit Card receipt processing (MC, Visa, Discover)
- (c) Night deposit bags to be provided for City activities (up to 4 large bags - about 18 inches by 14 inches, and up to 30 small bags - about 8 inches by 10 inches)
- (d) Monthly statements with all associated documents for all accounts

- (e) Monthly electronic files in acceptable format (Excel or comma delimited) of transactions with codes for the Accounts Payable, Payroll, and Petty Cash accounts for electronic reconciliation
- (f) Returned checks will be automatically re-deposited
- (g) Online/Internet banking: wire transfer, stop payments, transaction image viewing, transaction download capability.

The bank shall designate **one officer** as the point of contact for the City for questions and problem solving.

**CITY OF GRAND JUNCTION, COLORADO
2001 REQUEST FOR PROPOSAL FOR BANKING SERVICES**

2001 BID FORM

Zero percent certificate of deposit compensating balance required to cover the annual cost of all services: \$_____.

Daily interest rate to be paid on the average **collected or** **ledger** balance at the 91 day Treasury Bill Rate, **plus or** **minus** _____ basis points. The 91 day Treasury Bill Rate will be the rate established by the weekly auction conducted by the Federal Reserve System as identified in the Wall Street Journal, ("Credit Markets" section, coupon equivalent for the 13-week bill), effective the Saturday following publication.

Minimum ledger balance expected \$_____ (separate from the zero percent certificate of deposit noted above). The above bid elements may be based on the expectation of some minimum ledger balance being maintained. The City makes no guarantee that the balance will always be maintained. No penalty or fees shall be applied in the event that the ledger balance drops below any requested minimum balance. The City will make a good faith effort to maintain the balance and to restore the balance in a timely manner. The City normally maintains a ledger balance between \$2 million and \$5 million, while the average the past twelve months was \$5.3 million.

Proposals must be received in the Finance Director's Office, 250 North Fifth Street, Grand Junction, Colorado, no later than 9:00 a.m., Tuesday, November 13, 2001. The City reserves the right to reject any and all proposals. The City reserves the right to solicit and contract for other or additional banking services as needed. Please attach the bank's "availability schedule", (number of days by bank for checks to return good funds), to this bid and note your current practice as to who gets credit if return is completed earlier.

The contract for banking services will be for a three (3) year period beginning January 1, 2002 with annual renewals. The contract will automatically renew each year unless re-negotiation of the terms and services is requested by either party upon thirty (30) days written notice. It may be canceled by either party upon ninety (90) days written notice.

This proposal is submitted by _____ and if selected by the City for banking services, we agree to comply with the terms contained herein.

By _____

Title _____

Date _____

ADDITIONAL SERVICES

You may note any additional services you desire to offer and the costs or additional compensating balance required. Please attach separate sheets as necessary.

Bank	Name	Title	Address	Citystatezip	Dear
The Bank of Grand Junction	Robert Johnson	President	2415 F Road	Grand Junction, CO 81505	Bob
US Bank	Douglas Aden	President	422 White Avenue	Grand Junction, CO 81501	Doug
Grand Valley National Bank	John Frederick	President	925 North 7th Street	Grand Junction, CO 81501	John
Alpine Bank	Norm Franke	President	225 North 5th Street, Suite B	Grand Junction, CO 81501	Norm
Wells Fargo Bank	Steve Ivion	President	359 Main Street	Grand Junction, CO 81501	Steve
The Bank of Colorado – Western Slope	Chris Launer	President	200 Grand Avenue	Grand Junction, CO 81501	Chris
Community First National Bank	Matt Ward	President	1211 North 7th Street	Grand Junction, CO 81501	Matt
Home Loan Industrial Bank	Jamie Hamilton	President	145 North 4th Street	Grand Junction, CO 81501	Jamie
Commercial Federal Bank	Tamara Ozment	Manager	130 North 4th Street	Grand Junction, CO 81501	Tamara
Mesa National Bank	William Sisson	President	131 North 6th Street	Grand Junction, CO 81501	Bill
World Savings Bank	Robin McCain	Manager	100 Main	Grand Junction, CO 81501	Robin
First National Bank of the Rockies	Dennis King	Branch President	2452 Highway 6 & 50	Grand Junction, CO 81501	Dennis
Vectra Bank Colorado	William Gibson	Senior Vice President	499 28 1/4 Road	Grand Junction, CO 81501	Bill

CC's

Alpine Banks of Colorado	Kris Gardner	Executive Vice President	PO Box 10,000	Glenwood Springs, CO 81602
Vectra Bank Colorado	Steve Klekotka	Vice President	2000 S Colorado Blvd, Suite 2-1200	Denver, CO 80222

**Attach 3
Levying Property Taxes**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Resolutions Levying Annual Property Taxes	
Meeting Date:	December 5, 2001	
Date Prepared:	November 29, 2001	
Author:	Lanny Paulson	Budget & Accounting Manager
Presenter Name:	Ron Lappi	Administrative Services Director
	Workshop	X Formal Agenda

Subject: Resolution levying taxes for the year 2001 to be collected in and to pay expenses of the year 2002.

Summary: The resolutions set the mill levies of the City of Grand Junction (City), Ridges Metropolitan District #1 and #2 (Ridges), Grand Junction West Water and Sanitation District (GJWWSD), and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations, the others are for debt service only. The City is also establishing temporary credit mill levies for the General Fund and the Downtown Development Authority for the purpose of refunding revenue collected in 2000 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution. The temporary credits are pursuant to CRS 39-5-121 (SB 93-255). The City will levy a temporary credit of 0.556 mills for the purpose of refunding \$245,084, and for the DDA, a credit mill levy of 0.482 to refund \$12,135.

Background Information:

Article X, Section 20 of the Colorado Constitution prohibits the increase in mill levies of property tax without a vote of the people. Excluding the temporary credit, the mill levies for the City and DDA are the same as last year.

The Ridges mill levies are proposed to be set at the same level as last year, 10.000 and 150.000 mills respectively for Districts #1 and #2. Last year the mill levy for the GJWWSD was 9.500. It is proposed that the levy be lowered to 7.500 mills, a 21% reduction. The assessed value for the GJWWSD increased 55% over the prior year. Both the Ridges and GJWWSD funds have balances' which will be used gradually over the life of the

bonds to reduce the levies whenever possible. Further development in both areas is expected and the levies would then be further reduced.

Budget: The tax revenue generated by the respective entities is as follows:

City of Grand Junction (8.000 mills)	\$3,527,577
Temporary Credit (-0.556 mills)	<u>-\$245,084</u>
City of Grand Junction, Net	\$3,282,493
Ridges #1 (10.000 mills)	\$102,809
Ridges #2 (150.000 mills)	\$3,582
GJWWSD (7.500 mills)	\$71,604
DDA (5.000 mills)	\$126,045
Temporary Credit (-0.482 mills)	<u>- \$12,135</u>
DDA, Net	\$113,910

Action Requested/Recommendation: Adoption of the Tax Levy Resolutions.

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:
Placement on Agenda:	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop

RESOLUTION

**LEVYING TAXES FOR THE YEAR 2001 IN THE CITY OF
GRAND JUNCTION, COLORADO**

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

That there shall be and hereby is levied upon all taxable property within the limits of the City of Grand Junction, Colorado, for the year 2001 according to the assessed valuation of said property, a tax of eight **(8.000)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado for the purpose of paying the expenses of the municipal government of said City for the fiscal year ending December 31, 2002.

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)
COUNTY OF MESA) SS
CITY OF GRAND JUNCTION)

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the limits of the City of Grand Junction for the year 2001, as determined and fixed by the City Council by Resolution duly passed on the 5th day of December, 2001, is eight **(8.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the municipal government, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 5th day of December, 2001.

City Clerk

cc: County Assessor

RESOLUTION NO.

**LEVYING TAXES FOR THE YEAR 2001 IN THE RIDGES METROPOLITAN DISTRICT
A PART OF THE CITY OF GRAND JUNCTION, COLORADO**

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

That there shall be and hereby is levied upon all taxable property within the limits of the Ridges Metropolitan District Number 1 and Number 2, City of Grand Junction, Colorado, for the year 2001 according to the assessed valuation of said property, a tax of ten **(10.000)** mills on the dollar (\$1.00) for District Number 1 and one hundred fifty **(150.000)** mills on the dollar (\$1.00) for District Number 2 upon the total assessment of taxable property within the Ridges Metropolitan District, City of Grand Junction, Colorado, for the purpose of paying certain indebtedness of the District, for the fiscal year ending December 31, 2002.

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

CERTIFICATION OF TAX LEVIES

TO: County Commissioners of Mesa County, Colorado. For the year 2001, the Board of Directors of the Ridges Metropolitan District #1 hereby certifies the following mill levy to be extended upon the total assessed valuation of \$ 10,280,880 :

PURPOSE	LEVY	REVENUE
4. General Obligation Bonds and Interest - 1992 *	<u>10.000</u> mills	\$ <u>102,809</u>
9. Temporary Property tax Credit/ Temporary Mill Levy Rate Reduction CRS 39-5-121 (SB 93-255)	<u>n/a</u> mills	\$ <u>0.00</u>
TOTAL	<u>10.000</u> MILLS	<u>\$ 102,809</u>

Contact person: Stephanie Tuin Daytime Phone: (970) 244-1511

Signed _____ Title City Clerk

* CRS 32-1-1603 (SB 92-143) requires Special Districts to "certify separate mill levies to the Board of County Commissioners, one each for funding requirements of each debt."

NOTE: Certification **must** be to three decimal places **only**. If your boundaries extend into more than one county, please list all counties here:

Send a copy to Division of Local Government, Room 521, 1313 Sherman Street, Denver, Colorado 80203.

Original form (FORM DLG 70 (Rev. 6/92))

CERTIFICATION OF TAX LEVIES

TO: County Commissioners of Mesa County, Colorado. For the year 2001, the Board of Directors of the Ridges Metropolitan District #2 hereby certifies the following mill levy to be extended upon the total assessed valuation of \$ 23,880 :

PURPOSE	LEVY	REVENUE
4. General Obligation Bonds and Interest - 1992 *	<u>150.000</u> mills	\$ <u>3,582</u>
9. Temporary Property tax Credit/ Temporary Mill Levy Rate Reduction CRS 39-5-121 (SB 93-255)	<u>n/a</u> mills	\$ <u>0.00</u>
TOTAL	<u>150.000</u> MILLS	<u>\$ 3,582</u>

Contact person: Stephanie Tuin Daytime Phone: (970) 244-1511

Signed _____ Title City Clerk

* CRS 32-1-1603 (SB 92-143) requires Special Districts to "certify separate mill levies to the Board of County Commissioners, one each for funding requirements of each debt."

NOTE: Certification **must** be to three decimal places **only**. If your boundaries extend into more than one county, please list all counties here:

Send a copy to Division of Local Government, Room 521, 1313 Sherman Street, Denver, Colorado 80203.

Original form (FORM DLG 70 (Rev. 6/92))

RESOLUTION NO.

LEVYING TAXES FOR THE YEAR 2001 IN THE GRAND JUNCTION WEST WATER AND SANITATION DISTRICT A PART OF THE CITY OF GRAND JUNCTION, COLORADO

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

That there shall be and hereby is levied upon all taxable property within the limits of the Grand Junction West Water and Sanitation District, City of Grand Junction, Colorado, for the year 2001 according to the assessed valuation of said property, a tax of seven and five hundred thousandths (**7.500**) mills on the dollar (\$1.00) upon the total assessment of taxable property within the Grand Junction West Water and Sanitation District, City of Grand Junction, Colorado, for the purpose of paying certain indebtedness of the District, for the fiscal year ending December 31, 2002.

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

CERTIFICATION OF TAX LEVIES

TO: County Commissioners of Mesa County, Colorado. For the year 2001, the Board of Directors of the Grand Junction West Water & Sanitation District hereby certifies the following mill levy to be extended upon the total assessed valuation of \$ 9,547,220 :

PURPOSE	LEVY	REVENUE
4. General Obligation Bonds and Interest - 1987 *	<u>7.500</u> mills	\$ <u>71,604</u>
9. Temporary Property tax Credit/ Temporary Mill Levy Rate Reduction CRS 39-5-121 (SB 93-255)	<u>n/a</u> mills	\$ <u>0.00</u>
TOTAL	<u>7.500</u> MILLS	<u>\$ 71,604</u>

Contact person: Stephanie Tuin Daytime Phone: (970) 244-1511

Signed _____ Title City Clerk

* CRS 32-1-1603 (SB 92-143) requires Special Districts to "certify separate mill levies to the Board of County Commissioners, one each for funding requirements of each debt."

NOTE: Certification **must** be to three decimal places **only**. If your boundaries extend into more than one county, please list all counties here:

Send a copy to Division of Local Government, Room 521, 1313 Sherman Street, Denver, Colorado 80203.

Original form (FORM DLG 70 (Rev. 6/92))

RESOLUTION NO.

**LEVYING TAXES FOR THE YEAR 2001 IN THE CITY OF GRAND JUNCTION,
COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY**

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

That there shall be and hereby is levied upon all taxable property within the Grand Junction, Colorado, Downtown Development Authority limits, for the year 2001 according to the assessed valuation of said property, a tax of five **(5.000)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado, Downtown Development Authority, for the purpose of paying the expenses of said Authority for the fiscal year ending December 31, 2002.

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)
COUNTY OF MESA) SS
CITY OF GRAND JUNCTION)

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the Grand Junction, Colorado, Downtown Development Authority limits, for the year 2001, as determined and fixed by the City Council by Resolution duly passed on the 5th day of December, 2001, is five **(5.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the Grand Junction, Colorado, Downtown Development Authority, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 5th day of December, 2001.

City Clerk

cc: County Assessor

RESOLUTION

**LEVYING TEMPORARY CREDIT TAXES FOR THE YEAR 2001 IN THE CITY OF
GRAND JUNCTION, COLORADO**

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

That there shall be and hereby is levied upon all taxable property within the limits of the City of Grand Junction, Colorado, for the year 2001 according to the assessed valuation of said property, a **temporary credit** tax of five hundred fifty six thousandths **(0.556)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado for the purpose of refunding revenue collected in 2000 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution et.seq.crs. This temporary credit is pursuant to CRS 39-5-121 (SB 93-255). The Assessor may include this temporary credit in the notice of estimated taxes, if any.

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)
COUNTY OF MESA) SS
CITY OF GRAND JUNCTION)

To the Commissioners of Mesa County, Colorado:

This is to certify that the temporary credit tax levy to be assessed by you upon all property within the limits of the City of Grand Junction for the year 2001, as determined and fixed by the City Council by Resolution duly passed on the 5th day of December, 2001, a copy of which is attached, is five hundred fifty six thousandths (**0.556**) mills, the property tax credit of said levy to be used for the purpose of refunding revenue collected in 2000 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution et.seq.crs. This temporary credit is pursuant to CRS 39-5-121 (SB 93-255).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 5th day of December, 2001.

City Clerk

cc: County Assessor

RESOLUTION

LEVYING TEMPORARY CREDIT TAXES FOR THE YEAR 2001 IN THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF GRAND JUNCTION, COLORADO

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

That there shall be and hereby is levied upon all taxable property within the limits of the Downtown Development Authority, for the year 2001 according to the assessed valuation of said property, a **temporary credit** tax of four hundred eighty two thousandths **(0.482)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado, Downtown Development Authority for the purpose of refunding property tax revenue collected in 2000 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution et.seq.crs. This temporary credit is pursuant to CRS 39-5-121 (SB 93-255).

ADOPTED AND APPROVED THIS 5th day of December, 2001.

APPROVED:

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)
COUNTY OF MESA) SS
CITY OF GRAND JUNCTION)

To the Commissioners of Mesa County, Colorado:

This is to certify that the temporary credit tax levy to be assessed by you upon all property within the limits of the City of Grand Junction, Colorado, Downtown Development Authority for the year 2001, as determined and fixed by the City Council by Resolution duly passed on the 5th day of December, 2001, a copy of which is attached, is four hundred eighty two thousandths (**0.482**) mills, the property tax credit of said levy to be used for the purpose of refunding property tax revenue collected in 2000 in excess of the

limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution et.seq.crs. This temporary credit is pursuant to CRS 39-5-121 (SB 93-255).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 5th day of December, 2001.

City Clerk

cc: County Assessor

**Attach 4
City/County Agreement**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL			
Subject:	City/County Inter-governmental Agreement		
Meeting Date:	December 5, 2001		
Date Prepared:	November 26, 2001		
Author:	Jim Bright	Title	FD Operations Officer
Presenter Name:	Jim Bright	Title	
X	Workshop	X	Formal Agenda

Subject: Renewal of the City of Grand Junction/Mesa County Inter-governmental agreement for the Grand Junction Fire Department to provide Superfund Amendment Reauthorization Act (SARA) and Designated Emergency Response Authority (DERA) services to Mesa County outside the City of Grand Junction.

Summary: The DERA services are for response to accidents involving the release of hazardous materials. The SARA program involves collection of information regarding storage, handling, and manufacturing of hazardous materials.

Background Information: This agreement has been in effect and has been renewed annually since 1992. Funding fluctuates based on actual incidents and program costs. If the agreement is not renewed, the City would provide the SARA/DERA services within the City boundaries only, with little cost reduction.

Budget: Proposed funding from the County to the City for 2002 will be \$36,101 for DERA services, and \$25,561 for SARA services. Total funding is \$61,662.

Action Requested/Recommendation: The Fire Department recommends Council approval of this proposed agreement.

Citizen Presentation:	X	No	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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A G R E E M E N T

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and MESA COUNTY, COLORADO, hereinafter referred to as the COUNTY.

WHEREAS, the COUNTY is obligated by law to respond to hazardous substance incidents within its jurisdiction and otherwise perform as the Designated Emergency Response Authority (D.E.R.A.) for Mesa County; and

WHEREAS, the COUNTY is required by law to provide hazardous materials inventory, containment and emergency planning services under the Superfund Amendment and Reauthorization Act of 1986 (S.A.R.A.), also known as the Emergency Planning and Community Right to Know Act of 1986 and/or S.A.R.A. Title III; and

WHEREAS, the CITY, owns hazardous substance emergency response equipment and employs trained personnel who can perform the D.E.R.A. functions; and

WHEREAS, the CITY employs trained personnel who can perform the S.A.R.A. function; and

WHEREAS, the CITY and the COUNTY are willing to enter into an agreement for the provision of required D.E.R.A. and S.A.R.A., Title III services by the CITY, for and on behalf of, the residents of the COUNTY, beyond those COUNTY residents living in the CITY;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The CITY shall provide emergency hazardous substance response and SARA Title III services to the CITY and other corporate and unincorporated areas of the COUNTY in conformance with statutory obligations and as more particularly described in Exhibits A and B, incorporated herein by this reference as if fully set forth.
2. The COUNTY shall pay to the CITY, in two equal payments, for services provided for calendar year 2002, an amount of \$36,101 for the CITY serving as the D.E.R.A. for the COUNTY and an amount of \$25,561 for the CITY performing the S.A.R.A. services for the COUNTY. The first payments of \$18,050.50 for D.E.R.A. and \$12,780.50 for S.A.R.A. shall be due on or before June 30, 2002; the second payments shall be due on or before December 31, 2002.

3. Before any payment by the COUNTY is made to the CITY, the CITY agrees to provide the County's Emergency Management Coordinator with an invoice on or before the tenth working day of the month in which payment is due. The invoice shall contain a detailed account of all costs incurred by the CITY in performing, during the applicable billing period, those duties defined by, but not limited to Exhibit A and paragraph 4 of this agreement for D.E.R.A. and Exhibit B and paragraph 4 of this agreement for S.A.R.A.
4. The CITY agrees that it will furnish and pay for all of the labor, technical, administrative and professional services and all supplies, materials, equipment, office space and facilities, analyses, calculations and any other resources reasonably required to perform and complete the services, activities and functions of the D.E.R.A., as further described in Exhibit A and as required by Title III of S.A.R.A., as further described in Exhibit B.
5. This agreement is terminable by either the CITY or the COUNTY upon ninety days written notice. If this agreement is terminated, the CITY shall be compensated for and such compensation shall be limited to; (A) the reasonable value to the COUNTY of the services which the CITY performed prior to the date of termination, but which had not yet been paid for, and/or (B) the cost of any work the COUNTY approves in writing which it determines is needed to accomplish an orderly termination of this agreement.
6. The COUNTY hereby agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the CITY and shall indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's performance of this agreement, to the extent permitted by law. The COUNTY's obligation to indemnify or hold harmless the CITY, its officers, agents and employees under this agreement shall not apply to liability or damages resulting from the negligence of the CITY's officers, agents and employees nor to injuries covered by workers compensation. The CITY hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the COUNTY, and shall indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities,

actions or proceedings arising out of the CITY's negligent performance under this agreement. This paragraph shall survive the termination of this agreement.

7. The CITY shall maintain adequate worker's compensation insurance through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of workers benefits to its employees.
8. Notices concerning this agreement, notices of alleged or actual violations of the terms or provisions of this agreement and other notices of similar importance shall be made in writing by the CITY to the COUNTY at 750 Main Street, Grand Junction, Colorado, 81501, and by the COUNTY to the CITY at 250 North 5th Street, Grand Junction, Colorado, 81501, by prepaid United States mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.
9. The COUNTY shall have the right to audit, examine and copy the CITY's records related to work performed under this agreement. The CITY shall retain these records for three years after the termination of this agreement.
10. For all purposes under this agreement, the CITY shall be an independent contractor retained on a contractual basis to perform technical and professional work and it is not intended nor shall it be construed, that the CITY employees are employees, officers or agents of the COUNTY for any purpose whatsoever.
11. The CITY agrees to perform its work under this agreement in accordance with the reasonable operational requirements of the COUNTY.
12. The CITY shall promptly bill any and all persons or entities releasing or spilling hazardous substances or otherwise requiring hazardous substance emergency response under this agreement. All monies recovered shall be dedicated to the hazardous substance emergency response program and D.E.R.A. activities and services. For releases or spills of hazardous substances or other hazardous substances or emergency responses outside the corporate limits of the City where a responsible party is unknown or cannot be identified, the COUNTY shall pay any and all response costs. The CITY shall furnish the County Emergency Management Coordinator duplicate receipts or other satisfactory evidence showing payments received and all billings, debts and obligations incurred by the CITY performing work under this agreement.

13. The CITY shall exercise that degree of care and skill possessed by trained hazardous substance emergency response personnel to assure that all of the work performed under this agreement by the CITY shall comply with applicable laws, rules, regulations and safety requirements. The CITY further represents that the work performed will not intentionally violate any applicable laws, rules, regulations or codes including but not limited to the requirements of the most recently adopted United States Code, Code of Federal Regulations and the Colorado Revised Statutes.
14. All emergency response plans and other documents submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and each may, without restriction, make use of such as it sees fit. There shall be no liability for any damage which may result from any use of any documents for purposes other than those intended or described in the document or plan.
15. All emergency contingency plans, chemical inventories or other information required by S.A.R.A. Title III submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and such shall be made available to the public in conformance with the requirements of section 324 of Title III.
16. In the event any of the provisions, or applications thereof, of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
17. The CITY shall have the right to include representations that it is serving as the D.E.R.A. and is performing S.A.R.A. functions for Mesa County among the CITY's promotional materials. The CITY's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY has previously advised the CITY in writing of the specific information considered by the COUNTY to be confidential or proprietary.
18. The enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the CITY and the COUNTY and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person on such agreement.

- 19. This agreement is made in Grand Junction, Colorado and shall by construed and interpreted under the laws of the State of Colorado. In the event any aspect of the Agreement is litigated by or among the parties, the prevailing party shall be entitled to its costs and reasonable attorneys fees.
- 20. This agreement shall become effective on the day and year first written above and shall continue in effect until December 31, 2002. Payment and indemnification obligations, as provided herein, shall continue in effect and survive termination until discharged.

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

CITY OF GRAND JUNCTION:

by: _____
Cindy Enos-Martinez
President of the Council

RECOMMENDED AND APPROVED:

by: _____
Rick Beaty
Fire Chief

ATTEST:

by: _____
City Clerk

Mesa County Commissioners:

by: _____
Kathy Hall
Chairperson

ATTEST:

by:

Monika Todd
Mesa County Clerk and Recorder

EXHIBIT A

HAZARDOUS SUBSTANCE INCIDENT RESPONSE - DERA

The CITY agrees that it will provide 24 hour response to all hazardous substance incidents occurring within Mesa County.

The CITY will provide all of the manual, technical, administrative and professional labor and all equipment, supplies, materials, office space and facilities required to perform as the Designated Emergency Response Authority (D.E.R.A.) as agreed in the foregoing agreement. D.E.R.A. responsibilities include but are not necessarily limited to, providing initial hazardous substance response, analysis and or containment or arranging for containment, notification of law enforcement or other appropriate authorities, providing for the initial notification of citizens that are or may be affected, and determining, documenting and reporting potentially responsible parties.

The CITY, by and through the Grand Junction Fire Department shall supervise cleanup and mitigation activities.

The CITY will provide hazardous substance incident awareness level training to COUNTY employees at intervals agreed to by the parties, or as warranted by current legislation.

The Mesa County Emergency Manager shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel and the specialized equipment, as determined by the City to be reasonably required to discharge the D.E.R.A. responsibilities.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City
_____ County

EXHIBIT B

Superfund Amendments and Reauthorization Act (S.A.R.A. Title III, also known as the Emergency Planning and Community Right to Know Act of 1986).

The CITY agrees that it will perform inspections and surveys at hazardous and regulated material facilities in Mesa County pursuant to S.A.R.A. Title III. CITY also agrees to provide the County's Emergency Management Coordinator with a written report detailing such inspections and surveys. Such report shall be submitted annually.

The CITY will conduct investigations of hazardous and regulated material incidents and disposal activities, including but not necessarily limited to, identification of potentially responsible parties and initiation of enforcement and compliance efforts.

The CITY will provide hazardous substance awareness level training to COUNTY employees at intervals agreed to by the parties or as warranted by current legislation.

The Mesa County Emergency Management Coordinator shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel, as determined by the City to be reasonably required to perform the S.A.R.A. services.

The CITY will maintain records, reports and documentation as required by S.A.R.A. Title III and provide copies of same to the County's Emergency Management Coordinator upon request.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City

_____ County

**Attach 5
Marillac Clinic**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	CDBG 2001-4 Construction of an addition on Marillac's Medical Clinic – Marillac Clinic	
Meeting Date:	December 5, 2001	
Date Prepared:	November 27, 2001	
Author:	David Thornton	Principal Planner
Presenters Names:	Same	
	Workshop	X Formal Agenda

Subject: Approval of the subrecipient contract with Marillac Clinic for the City's 2001 Program Year, Community Development Block Grant Program.

Summary: This contract formalizes the City's Award of \$200,000 to Marillac Clinic for construction of an addition on their medical facility located at 2333 North 6th Street. The addition will house the relocation and expansion of their dental facility and other support services. These funds were allocated from the City's 2001 Community Development Block Grant Program.

Background Information: The City has awarded the Marillac Clinic \$200,000 to construct an addition to their existing medical facility at 2333 N. 6th Street. The Marillac Clinic is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2001 Program year CDBG funds to Marillac Clinic but the City remains responsible for the use of these funds. This subrecipient contract with Marillac Clinic outlines the duties and responsibilities of each party and is used to ensure that Marillac Clinic 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 Marillac Clinic for the construction project at 2333 N. 6th Street.

Recommendation: It is recommended that City Council authorize the City Manager to sign the subrecipient contract with the Marillac Clinic.

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"/>	Individual Consideration	<input type="checkbox"/>	Workshop
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Attachments:

- Exhibit A, Scope of Services, (Subrecipient Contract)

**2001 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
THE MARILLAC CLINIC**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The Marillac Clinic has been awarded \$200,000 from the City's 2001 Community Development Block Grant (CDBG) funding cycle to construct an addition on their medical facility located at 2333 North 6th Street. The addition will house the relocation and expansion of the dental facility and other support services. The general purpose of the clinic is to provide primary and preventive health care services (family practice medical, dental, optical and low cost pharmaceuticals) for Mesa County's low income, uninsured population.
2. The Marillac Clinic understands that the funds described in paragraph #1 above are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Marillac Clinic 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 contract. The Marillac Clinic shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
3. The City agrees to pay The Marillac Clinic \$200,000 from its 2001 Program Year CDBG Entitlement Funds for the construction of an addition on the Marillac Clinic Facility at 2333 N. 6th Street. The Marillac Clinic provides medical and dental services to Low/Moderate Income (LMI) persons meeting The Department of Housing and Urban Development (HUD) LMI income guidelines.
4. The Marillac Clinic 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 health care services to low/moderate income persons in Grand Junction, Colorado.
5. The Marillac Clinic certifies that it will meet eligibility requirements for the CDBG program. The construction of an addition to the Marillac Clinic facility is eligible under 570.201(c) Public Facilities and Improvements. CDBG funds will be used for construction on a facility that is owned/operated by a non-profit organization and is a public facility for public use.

6. CDBG funds shall be used ONLY for building construction costs. All additional costs shall be borne by The Marillac Clinic. Any operational or other property improvements and rehab work are outside the scope of this contract.
7. During a period until December 31, 2006 the use or planned use of the property may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program and 2) The Marillac Clinic provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If The Marillac Clinic 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, The Marillac Clinic must reimburse the City a prorated share of the City's \$200,000 CDBG contribution. After December 31, 2006, the only City restrictions on use of the property shall be those found within the City's Laws, Rules, Codes and Ordinances.
8. This project shall commence upon the full and proper execution of the 2001 Subrecipient Agreement and the completion of all necessary permitting, land and environmental review and approval of the site/site plan. Construction of the Marillac Clinic Addition shall be completed on or before April 30, 2003.
9. The City of Grand Junction shall monitor and evaluate the progress and performance of The Marillac Clinic 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. The Marillac Clinic shall cooperate with the City or HUD relating to such monitoring and evaluation. Monitoring by the City does not relieve the Marillac Clinic of its obligation to comply with the terms of this agreement and any and all applicable laws, rules or regulations.
10. The Marillac Clinic will provide at least 8950 medical visits, 6700 dental visits, 1000 optical visits and 25,000 medications/pharmaceuticals (prescriptions) annually when the project is completed and in full operation.
11. Progress Reports: The Marillac Clinic shall provide quarterly financial and other 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 year-end report detailing income data of clients shall be submitted by March 30th of the following year. A final report shall also be submitted once the project is completed. All required reports shall be sent to David Thornton, Principal Planner, 250 North Fifth Street, Grand Junction, Colorado 81501.

12. 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 or paid at property closing.
13. The budget for the entire project is estimated to be 1,800,000 with the City providing \$200,000.

Attach 6

Zoning and Development Code Revisions

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	TAC-2001-203 Zoning and Development Code Revisions		
Meeting Date:	December 5, 2001		
Date Prepared:	November 29, 2001		
Author:	Kathy Portner		
Presenter Name:	Kathy Portner	Planning Manager	
	Workshop	X	Formal Agenda

Subject: First reading of the ordinance

Summary: Request for approval of the Zoning and Development Code annual update

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: First reading of ordinance approving the Zoning and Development Code annual update and setting the hearing for December 19, 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	Conse nt		Indiv. Consideration		Worksho p
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AGENDA TOPIC: TAC-2001-203 Zoning and Development Code Revisions

SUMMARY: Request for approval of the Zoning and Development Code annual update

ACTION REQUESTED: First reading of ordinance approving the Zoning and Development Code annual update and setting the hearing for December 19, 2001.

Staff Analysis:

The Grand Junction Zoning and Development Code was adopted on March 7, 2000, with an effective date of April 22, 2000. As requested by the City Council, this is a review of the Code provisions to determine whether any changes are needed. Over the last year the staff has made notes on sections that need further refinement or clarification. In addition, this past summer over 700 notices were sent to groups and individuals who have worked with our department over the last year or who participated in the initial adoption of the Code requesting their input. A display ad also appeared in the Sentinel requesting comments. We received feedback from only 12 individuals or groups, which were presented to the Planning Commission and City Council at a workshop on July 30, 2001.

Since April of 2000 there have been over 300 projects reviewed under the new Code. Major project types reviewed include:

Growth Plan Amendments	7
Site Plan Reviews	73
Conditional Use Permits	29
Subdivisions	46
Annexations	21

The majority of the proposed amendments are clerical corrections, formatting and clarifications. The report to the Planning Commission and City Council for the July 30th workshop listed 22 specific issues that were raised by those who commented on the Code. This update has incorporated those that Planning Commission and Council directed staff to change. All proposed changes to the text appear as “strike-outs” for deletions and “underlining” for additions in the Draft. There are some additional changes that are proposed that do not appear in the Draft copy of the Code. Those include:

Growth Plan Amendment Review: Section 2.5.B.2 provides for concurrent review of Growth Plan Amendment requests as follows:

The applicant may propose that the amendment be considered concurrently with any development review process (e.g., a rezoning or subdivision), or that the plan amendment be treated separately.

With several projects that have gone through the review process, we have found it difficult to separate the issues of the Growth Plan Amendment from the specific project when there is concurrent review. The Growth Plan Amendment should be decided independent of the specific project being proposed. The following amendment to Section 2.5.B.2 is therefore proposed:

2. Concurrent Review. A Growth Plan Amendment request shall not be considered concurrently with any other development review process.

Recent Amendments: Three major amendments made to the Code since it's adoption were inadvertently left out of the Draft copy. Those include Ordinance No. 3331, Institutional and Civic Facility Master Plans, Ordinance No. 3303, Mixed Use Zone District and Ordinance No. 3305, 24 Road Corridor Design Standards and Guidelines. There was also a recent amendment establishing standards for transit shelters and benches, Ordinance No. 3385.

Future Code Amendments: There have been a few Code issues that have recently been discussed that are not a part of these revisions. One is notification for administratively approved items. Currently the Code does not require public notice for most administrative items, including Site Plan Review and Change of Use. Staff will be looking at this process separate from the Code update for future discussion. We also, recently, had the presentation on Personal Wireless Service Facilities. We have not had time to pursue some of the recommendations made by the consultant. This Draft includes only minor corrections and clarifications to the Telecommunication Facilities/Towers section. An additional clarification of the proposed change is to modify section 4.3.R.10.h. is to modify the last sentence to read, "This shall also include antennas that are co-located on an existing tower, for which co-location was approved through the Conditional Use Permit process".

The last issue is how to modify the zone districts so an applicant does not have to request a higher density zone district for a project at a lower density just to modify standards, such as setbacks. There have been a few recent rezonings to RMF-8 for projects at a density of 4 to 6 units per acre. The applicant typically requested the RMF-8 zoning because of the flexibility in lot size and setbacks it allows. Staff will be reviewing the standards in the zone districts to propose some options for modification.

Proposed Amendments: The other proposed amendments to the Code, excluding minor clerical corrections, are summarized on Attachment A. The more significant changes proposed are as follows:

- Clarifying the neighborhood meeting notice requirements (ch. 2, pg. 19)
- Revising the rehearing and appeal section so that a request for rehearing is not required to perfect an appeal and to clarify that any recommendation by the Planning

Commission, whether approval or denial, will be forwarded to City Council to hear the request (ch. 2, pgs. 57 – 60).

- Deleting the surety bond as an option for infrastructure warranty (ch. 2, pg. 61).
- Adding a provision to allow the RMF-5 zoning to be considered to implement the Residential Medium Low Density (2 to 4 units per acre), provided the project density does not exceed the Growth Plan maximum density (ch. 3, pg. 12).
- Adding a provision to allow the RO district to be considered in areas designated as Residential, Medium density, 4 to 8 units per acre (ch. 3, pg. 17).
- Adding a provision to allow leeway on minimum density requirements on parcels that need to provide a transition between densities proposed and adjacent existing densities, as was requested by the Planning Commission and City Council at the July workshop (ch. 3, pg. 40).
- Including the requirements for screening of existing recycling, wrecking yards and impound lots in with the rest of the outdoor storage requirements and adding standards for new facilities (ch. 4, pgs. 9 – 10, and pg. 32).
- Correcting the length of time a vehicle can be parked on the street, found in chapter 6, from 48 hours to 72 hours to be consistent with section 4.1.F (ch. 6, pg. 7).
- Expanding the Downtown Parking Area to include the area west of 1st Street and adding a provision that the parking used to meet a requirement must be on the same side of 1st Street as the proposed development (ch. 6, pg. 32, and ch. 9).

STAFF RECOMMENDATION: Staff recommends adoption of the Draft Zoning and Development Code, dated September 18, 2001 with the following conditions:

1. The addition of Ordinances 3331 and 3303, 3305 and 3385
2. The modification of section 2.5.B.2 to read as follows:
Concurrent Review. A Growth Plan Amendment request shall not be considered concurrently with any other development review process.
3. The modification of section 4.3.R.10.h to read as follows:
Height. Amateur radio equipment, commercial antennas or equipment measured less than ten (10) feet tall from grade or ten (10) feet higher than the highest point of the roof may be approved by the Director. This shall also include antennas that are co-located on an existing tower for which co-location was approved through the Conditional Use Permit process.

PLANNING COMMISSION RECOMMENDATION:

At their November 20, 2001 hearing, the Planning Commission recommended approval with the following conditions:

1. The addition of Ordinances 3331, 3303, 3305 and 3385
2. The modification of section 2.5.B.2 to read as follows:
Concurrent Review. A Growth Plan Amendment request shall not be considered concurrently with any other development review process.

3. The modification of section 4.3.R.10.h to read as follows:
Height. Amateur radio equipment, commercial antennas or equipment measured less than ten (10) feet tall from grade or ten (10) feet higher than the highest point of the roof may be approved by the Director. This shall also include antennas that are co-located on an existing tower for which co-location was approved through the Conditional Use Permit process.
4. Inclusion of the revised section 4.3.D. titled *NewCar/Auto Recycler/End Recycler (Salvage Yard), Wrecking Yards, Appliance Recycler, Impound Lots*.
5. Amend Section 4.1.I.2.c.1 to read: "Storage and dismantling areas shall require screening along all street frontages and along the first fifty feet (50) of the side perimeter from the street. Sites may use opaque slats in existing chain link fences or vegetation to meet the screening requirement as long as the ~~fence~~ screening is at least six (6) feet in height. Any new fencing shall be a minimum of six (6) feet.
6. Refine the references in Tables 7.2.A and 7.2.B and ensure the definitions of "development area" and "hillside" are clear, wither within the body of the Code section or extracted and made a part of the Definitions section of the Code.

ATTACHMENTS:

Ordinance

Revised Section 4.3.D—*New Car/Auto Recycler/End Recycler (Salvage Yard), Wrecking Yards, Appliance Recycler, Impound Lots*

Overview of Changes and Clarifications included in the Draft Code

City of Grand Junction Zoning and Development Code—Draft, September 18, 2001
(Council received a copy previously. If you need another copy, please let me know)

Letter from Larry Rasmussen

ORDINANCE NO.

**ANNUAL UPDATE OF THE ZONING AND DEVELOPMENT CODE
FOR THE CITY OF GRAND JUNCTION**

RECITALS: The current version of the Grand Junction Zoning and Development Code was adopted on March 7, 2000 with an effective date of April 22, 2000. The Council directed that the staff do an annual update of the Code so that the Code could be kept current with development trends and could better reflect the policy and direction of the Planning Commission and Council.

The Code adopted by this Ordinance includes certain changes, revisions and refinements proposed by the public, staff, the Planning Commission and the City Council. The changes include but are not limited to corrections to typographical and other errors, the addition of provisions regulating new metal recycling businesses and clarification of certain language and applicability of certain section of the Code.

Approval of this Ordinance will cause the Zoning and Development Code adopted with Ordinance No. 3240 to be replaced with the Code entitled *Draft Code* dated September 18, 2001. The *Draft Code* dated September 18, 2001 has been updated to include the changes recommended and approved by the Planning Commission at its November 20, 2001 hearing. At that hearing the Planning Commission recommended that the City Council approve the *Draft Code* dated September 18, 2001 and that it replace the current Code adopted by Ordinance 3240.

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

The City's Zoning and Development Code, as presented and approved by the City Council at the December 19, 2001 hearing, is hereby adopted as Chapter 33 of the City Code and replaces the Code adopted with Ordinance No. 3240. Due to the length of Chapter 33 and because it is readily available in a pamphlet form, the Clerk is authorized to publish the Code adopted with this Ordinance by pamphlet.

Introduced on first reading this 5th day of December, 2001.

Passed and adopted on second reading this day of , 2001.

President of the Council

Attest:

City Clerk

D. NEW CAR/AUTO RECYCLER, END RECYCLER (SALVAGE YARD), WRECKING YARDS, APPLIANCE RECYCLER, IMPOUND LOTS. For existing uses see section

4.1.1.2.c (This version includes Planning Commission's recommended changes.)

1. **Performance Standards.** New car/auto recycler, end recycler (salvage yard), wrecking yards, appliance recycler and impound lots shall be allowed to operate only with an approved conditional use permit and are subject to the following requirements. Salvage, dismantling, recycling or impound lot uses as accessory uses are permitted under the same status as the principal use and are subject to all requirements of the principal use in addition to the following requirements:
 - a. Recycling/wrecking/salvage yards and impound lots shall provide the screening and buffering required by Table 6.5 and provide a 6' high wall along the street frontage and along the first 50' of the side perimeter from the street. The wall shall be increased to 8' if the yard will contain any stored items in excess of 6'. The required wall shall meet the required front yard setback with landscaping in the setback area.
 - b. The wall shall be of solid, 100 percent opaque, construction of wood, masonry, chain-link with slats, or other material approved in writing by the Director (unless the screening and buffering required by Table 6.5 allows for only masonry or wood).
 - c. All outdoor yards or storage lots shall comply with the following:
 1. No yard or storage lot shall be placed or maintained within a required yard setback.
 2. Stored items shall not project above the screening except for integral units as defined in Chapter Nine of this Code; and stacking of no more than two vehicles on top of a wheel stand. Integral units shall include shelving up to twenty (20) feet in height for the purposed of storing recyclable materials. Integral units shall not be stored within the first twenty (20) feet of the property from any street frontage property line.
 3. All screening shall be installed in a professional and workmanlike manner, and maintained in good condition.
 - d. All compaction, cutting and/or other material volume reducing operations shall be conducted ~~within a completely enclosed structure designed to minimize the noise generated by the operation.~~
 - e. Unusable items shall be disposed of and not be allowed to collect on the premises.
 - f. All tires not mounted on operational vehicles shall be neatly stacked or placed in racks. If stacked, the stacks shall not be over six (6) feet in height; if on racks, the top of any tire on any rack shall not be over ~~eight (8)~~ ten (10) feet in height.
 - g. No garbage or other putrescent waste, likely to attract vermin, shall be kept on the premises. Gasoline, oil, or other hazardous materials which are removed from scrapped vehicles or parts of vehicles kept on the premises shall be disposed of in accordance with applicable federal, state and local regulations. All other regulations of the City such as, but not limited to,

building codes, fire codes, weed regulations and health regulations shall apply to the operation of all such uses.

OVERVIEW OF CHANGES AND CLARIFICATIONS INCLUDED IN THE DRAFT ZONING AND DEVELOPMENT CODE UPDATE—THE LISTED CHANGES DO NOT INCLUDE THE CLERICAL AND CROSS-REFERENCE CHANGES PROPOSED

Chapter One

No changes proposed.

Chapter Two

- Table 2.1 (page 1, 2 and 3)—
 - Clarification of “Site Plan Review” to include Major and Minor
 - Changing the designation of the Acting Body for Concept Plan to Director as Review Body and Planning Commission as Decision-Maker as is described in section 2.7, with a clarifying footnote #8.
 - Adding the requirement for public notice (newspaper) for Historic Preservation designations. We have routinely been doing this notice.
 - Adding a footnote “6” to Growth Plan Map Amendments, Zoning Map Amendments and Zoning of Annexation to clarify that sign posting and mailed notice is not required for actions affecting large areas of the City. This makes the table consistent with sections 2.5.E.3, 2.6.C.2 and 2.14.F.
 - Adding a footnote “7” to make the Director the decision-maker for non-residential condominium preliminary plans for platting.
- Page 9, 10—Adding a minimum and maximum time period for a temporary use. This was in the prior Code and was inadvertently left out in the rewrite.
- Page 10—Changed criteria 3 for change of use to be consistent with non-conforming section.
- Page 14—Specifying that fence and sign permits are valid for 180 days, as is already indicated on the permit forms.
- Page 15—Changing the designation of floodplain administrator to the Director of Public Works and Utilities.
- Page 16—Changing criteria 2 for simple subdivisions to clarify that additional easements or right-of-way can be dedicated through the simple subdivision process.
- Page 18—Adding that the Director must approve date, time and location of required neighborhood meetings.
- Page 19—Adding requirements that notice of neighborhood meetings must be sent to the Community Development Dept., the content of the notice must be approved by the Director and the notice must be postmarked or hand-delivered at least 10 days prior to the meeting.
- Table 2.2—Pages 21 and 22
 - Deleting the requirement for mailed notice for Historic Preservation designation to make it consistent with Table 2.1.

- Deleting the requirement for mailed notice for Vested Rights to make it consistent with Table 2.1.
- Adding a footnote “5” that clarifies mailed notice and sign posting is not required for Growth Plan Map Amendments, rezonings or zones of annexation for large areas of the City. This footnote is consistent with Table 2.1 and other references in Chapter 2.
- Page 29—Clarification and consistency change for the requirement for notice of Growth Plan Map Amendments for large areas of the City.
- Page 34—Clarifies that construction drawings are required, not only for subdivisions, but also for site plans. Also states that a Development Improvements Agreement and guarantee is required to be submitted with the construction drawings, as has been the policy.
- Page 36—A proposed change to allow non-residential condominium plats to be reviewed and approved by the Director, rather than Planning Commission.
- Page 37—Clarifies that a vacation of a plat requires Council approval if it includes vacating easements and/or right-of-way.
- Page 44—Adds Simple Subdivision to the list of changes that can be considered as a minor amendment in a PD.
- Page 47—Clarification of the Vested Property Rights provisions.
- Page 57—Changing the provision for rehearing so an appeal can be perfected without a request for rehearing.
- Page 58 and 60—Clarifying that any recommendation by the Planning Commission will be forwarded onto City Council for their consideration unless the applicant withdraws the request. An appeal of a recommendation of denial is not necessary for the Council to hear the request.
- Page 61—Deleting the surety bond as an option for infrastructure warranty.

Chapter 3

- Page 10—Adding the performance standard that requires a conditional use permit for attached units on lots originally zoned and platted for detached units, which is consistent with the RSF-4, RMF-5 and RMF-8 zone districts.
- Page 11—Delete redundant reference to urban services and centralized water and wastewater.
- Page 11—Add a provision for duplex design that only allows the units to face locals streets or a local and residential collector street and a requirement that driveway locations must meet TEDS.
- Page 12—Add that the RMF-5 zoning may be considered to implement the Residential Medium Low Density (2 to 4 units per acre), provided the project density does not exceed the Growth Plan Maximum.
- Pages 12 – 17—Clarify that the minimum square footage required for additional units, as listed under “Intensity/Density”, is for additional units on one lot. Otherwise, minimum lot size established for the zone applies.

- Pages 15 and 16—Correcting the performance standard for calculating density in the RMF-16 and RMF-24 zone districts so adjoining right-of-way is not used in the calculation. The discussion at the time the Code was adopted was to only allow the use of right-of-way in density calculation for the RMF-8 and RMF-12 zone districts.
- Page 17—A proposed change to allow the RO district to be considered in areas designated as Residential, Medium density (4 to 8 units per acre). Clarifying minimum lot size provisions for units on the same lot. Adding a provision that minimum density does not applied to mixed-use properties.
- Page 20, 24, 25—Clarifying that a subdivided continuous commercial center includes pad sites or other shared facilities.
- Page 30—Correcting the land use categories that CSR implements to include “Institutional” (rather than “industrial”) and “Conservation”.
- Table 3.5 Use/Zone Matrix
 - Add a line item for Residential Subunits/Accessory units, which are also covered in section 4.1.6.
 - Correcting the Specific Use Type of “Manufactured Building Sales and Service” so it is not allowed in the C-1 zone district. Other outdoor sales in the C-1 district are not allowed, or require a Conditional Use Permit.
 - Adding a line item for “Produce Stands” which was inadvertently left out of the Code.
 - Modifying the Specific Use Type “Tire Recapping and Storage” to an allowed use in the C-2 zone and I-1 zone, as it was in the previous Code.
 - Adding a footnote to clarify the review process and requirements for “Produce Stands”.
 - Adding a footnote to indicate that lots originally platted and zoned for detached dwellings requires a Conditional Use Permit for attached units.
- Page 40—Adding a provision to allow leeway on minimum density requirements on parcels that need to provide a transition between densities proposed and adjacent existing densities.
- Pages 48 and 49—Clarifying that non-structural uses include display, storage and operations.

Chapter 4

- Page 5—Modification to Table 4.1 to allow “Music, art, craft or similar lessons” as a home occupation with 6 or fewer clients per day in the RMF-12, RMF-16, RMF-24 zone districts, and 6 to 12 clients in the RMF-24 zone district.
- Pages 9 and 10—Non-Residential Outdoor Storage revised to include provisions for recycling, wrecking yards and impound lots.

- Page 12—Deleting a duplicative provision (item e.) and adding a requirement that display lots be paved, except for display areas for large items. Paving has been required consistently for display lots.
- Page 13—Expanding the provision that allows the Director to approve an increase in fence height for fences on retaining walls to include all fences, with or without a retaining wall. This is a change based on direction given by the Planning Commission after they had to wrestle with several requests for Conditional Use Permits for over-height fences.
- Page 14—Adding a provision to allow pillars or support structures for fences to exceed the maximum fence height by one foot at eight foot intervals.
- Page 15—A proposed provision to allow electronic changeable copy signs that do not change the message or copy more than once every 24 hour period. Currently, the Code does not have provisions for electronic change-panel signs, except time and temperature.
- Pages 16 and 17—Clarifying that one temporary sign per street frontage is allowed.
- Page 18—Adding a provision that the total surface area of three-dimensional signs shall be calculated into the sign allowance. An example of a three-dimensional sign is the chili pepper that is on top of the Chili's entrance roof.
- Page 21—Clarifying that the sign allowance in the RO zone district is per street frontage and adding a maximum height for the monument signs not to exceed 8 feet, which is consistent with the requirements in the residential zone districts.
- Page 21—Adding a provision to identify the sign allowance in the CSR zone district, since it is applied in both commercial and residential areas. The added provision limits the signage allowed to that which is allowed in the surrounding zone districts.
- Page 21—Changing the maximum size for real estate signs in the non-residential zone districts from 16 s.f. to 20 s.f., as was requested by some of the commercial realtors.
- Page 21—Correcting the section specifying location and size of signs allowed in the non-residential zone districts to show the correct references and indicate the total allowance for a site is based on the greater of the two calculations. This was inadvertently left out of the new Code.
- Page 22—Correcting the flush wall sign allowance to allow the calculation to be based on the longer façade of buildings that are oriented perpendicular to the street. This provision was inadvertently deleted in the new Code.

- Page 24—Modifying the sight-distance requirements for signage on corners to refer to TEDS and correcting section F to state that all free-standing signs require a building permit.
- Page 27—Adding the provisions for “Racing Pigeons” that were approved as an Administrative Regulation last year.
- Page 32—Adding provisions for New Recycling/Wrecking Yards and Heavy Equipment and Industrial Storage Lots as originally proposed in last year’s Code.
- Page 50—Clarification of what is considered the front parking area in determining the location of parking provided for Big Box development.
- Page 51—Adding a requirement that outdoor display and storage shall not encroach on any portion of a walkway, drive aisle or required parking spaces. This has been a Code Enforcement issue for some of the existing big box development.
- Page 54—Adding a provision that all buildings and enclosures in a Big Box development shall be designed to be compatible with the primary structure. This has been required through the Conditional Use Permit process for Big Box development.
- Page 59—Clarification of Group Home Use to include eight residents in the “small group living facility” category. Clarifying that a change in type of group home must be reviewed as a new group home.
- Page 68—Correcting the section dealing with setback requirements of telecommunication facilities and towers to differentiate between residential and non-residential properties.
- Page 69—Adding a provision that allows the Director to approve any antennae that is less than 10’ in height.

Chapter 5

- Page 3—Deleting the reference to private streets and referring to TEDS that has the provisions.

Chapter 6

- Page 6—Deleting the reference to Level of Service and referring to TEDS.
- Page 7—Correcting the length of time a vehicle can be parked on the street from 48 hours to 72 hours.

- Page 9—Clarifying that, upon recommendation by the Director, the Acting Body will decide whether to accept the 10% parkland dedication or fee in lieu.
- Page 10—Clarifying that multi-family development is subject to the open space requirement of Section 5.3.B.7 rather than the 10% land dedication.
- Page 28—Correction to Note #2 to indicate when screening and buffering is required in the B-2 zone district.
- Page 31—Clarifying that parking is not allowed in the parkway strips between the sidewalk and curb. This is occasionally an issue in neighborhood.
- Page 32—Adding a provision to the Downtown Parking Area to require that off-site parking used to meet a requirement in the downtown area must be on the same side of 1st Street as the proposed development. This was one of the recommended Code changes presented at the workshop. The definition of Downtown Area has been modified to include the area west of 1st Street.
- Page 40—Addition of a provision to indicate how minimum lot area is calculated for townhome development.
- Page 42—Correction to RSF-2 lot sizes in Table 6.7.

Chapter 7

- Page 10—Correction to title of Table 7.2.A, adding “Single Family” to make it clear that the standards apply to all residential development.

Chapter 8

- Page 3—Correcting the enforcement action procedure to match what past policy and practice has been.

Chapter 9

- A number of corrections, clarifications and additions are proposed in “Terms Defined”.

November 19, 2001

Ms. Kathy Portner
City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction, CO 81501

Dear Ms. Portner:

We have reviewed the Overview of Changes and Clarifications proposed for the Zoning and Development Code Update and offer the following comments.

There are several good changes proposed such as those delineated below:

- Chapter 2 – page 54, Perfecting an Appeal.
- Chapter 2 – pages 58 and 60, Clarifying Planning Commission recommendations.
- Chapter 3 – page 12, RMF-5 may be considered to implement the Residential Medium Low Density.
- Chapter 3 – pages 15 and 16, clarifying the performance standards for calculating density in the RMF-16 and RMF-24 zone districts.
- Chapter 4 – page 13, allowing the Director to approve an increase in fence height.

For the most part we are also in agreement to the areas that only provide for clarification.

We are sure that it does not come as a surprise that there are some issues that we covered in our July 13, 2000 Position Paper (copy attached for your ready reference) that still need to have further review and consideration. They are outlined below:

- 1) **Section 2.3B.4, Neighborhood Meetings.** It is our belief that the meeting date, time location and the notice having to be approved by the Director is overly restrictive and micro-managing. The existing language should be left.
- 2) **Section 4.3.M, page 45, Superstore/Big Box Development/Shopping Center.** Standards should be reviewed if the regulations are implemented in a Shopping Center Development over 50,000 sq. ft.
- 3) **Section 6.3, page 9, Public and Private Parks.** This Section needs to have a careful look particularly as a result of the recently passed and signed Impact Fee Bill. Also there should be credit given in open space calculations for compliance with the Trails Plan.

Attach 7

12th Street Medical Plaza & Hospice

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Rezone – 12th Street Medical Plaza Planned Development		
Meeting Date:	December 5, 2001		
Date Prepared:	November 29, 2001		
Author:	Bill Nebeker	Senior Planner	
Presenter Name:	Bill Nebeker	Senior Planner	
	Workshop	X	Formal Agenda

Subject: Rezone from Planned Development (PD) for Miller Homestead to PD for 12th Street Medical Plaza & Hospice Care, located at 3090 & 3150 North 12th Street; File #GPA-2001-179.

Summary: The applicant requests to rezone the site formerly known as the Miller Homestead Planned Development to the 12th Street Medical Plaza and Hospice Care Planned Development. At its hearing of November 20, 2001 the Planning Commission recommended approval of this rezone request.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Adopt ordinance on first reading and schedule a hearing for December 19, 2001.

Citizen Presentation:	X	No	Yes	If Yes,
Name:	Various			
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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BACKGROUND INFORMATION			
Location:		3090 & 3150 North 12 th Street	
Applicant:		Bylthe Design for CB&G Partnership	
Existing Land Use:		Two Single Family Homes on Two Lots	
Proposed Land Use:		Medical Office & Hospice Campus	
Surrounding Land Use:	North	Grand Valley Atrium Retirement Home	
	South	Single family residential	
	East	The Fountains – Assisted Living Center	
	West	Multi-family residential – Lakeside	
Existing Zoning:		Planned Development (PD)	
Proposed Zoning:		PD	
Surrounding Zoning:	North	RMF-24	
	South	RMF-8	
	East	PD & RMF-8	
	West	PD	
Growth Plan Designation:		Residential Medium High 12+ units per acre	
Zoning within density range?		<input type="checkbox"/> Yes - NA	<input type="checkbox"/> No

Background:

The applicant is requesting a Growth Plan consistency determination, a rezone from Planned Development (PD) to a revised PD and an Outline Development Plan (ODP) for a 78,700 square foot medical office complex, 21,870 square foot of professional offices (Hospice) and a 15,160 square foot inpatient nursing facility (Hospice) to house approximately 24 patients and a chapel. The proposal is located on the site formerly known as the Miller Homestead property on the east side of 12th Street, at Lakeside Drive (approximately 1600 feet north of Patterson Road). The site consists of 13.19 acres.

The Growth Plan Consistency Review and Outline Development Plan requests will be forwarded to the Council to be heard at the same time as the second reading of the ordinance for the rezone of the property. This report contains only the information regarding the rezone request.

REZONE

The applicant is proposing a rezone from one Planned Development to another – from the plan approved for the Miller Homestead project to this plan proposing medical office and Hospice uses.

The Planned Zone district is tied directly to a proposed Outline Development Plan (ODP) that will guide the development of a preliminary plan. At preliminary plan review, the zoning will be amended to more specifically address the preliminary plan.

The ODP proposes three lots or areas of the following uses. Size in acres is approximate.

Lot	User	Use	Max. Square Feet	Size in Acres
A	Primary Care Partners	Medical Offices	2,900	1.08
B	Primary Care Partners	Medical Offices	75,800	6.27
C	Hospice	Offices	21,800	3.14
	Hospice	Care Facility	14,400	

Access to the site is via a loop road to 12th Street. The south entrance provides right-in, right-out access to 12th Street only, controlled with landscaped medians constructed as part of the 12th Street widening project. The north entrance is a full-movement intersection. An open Grand Valley Water Users Association drain ditch is located along the south property line. See ODP map for more information.

Community Benefits

To approve any planned development, the Director must determine whether long-term, substantial community benefits will be derived from the development. The applicant has offered the following as long-term, substantial community benefits.

Long-term, substantial community benefits offered by applicant:

1. More effective infrastructure: Providing comprehensive healthcare and community services closer to the populated north section of town. Consolidating dispersed medical services into one location. Constructing the only inpatient hospice facility in Western Colorado.
2. Reduce Traffic Demands: Not generating same peak hour traffic demand associated with Miller Homestead project. Lessening after 5:00 PM traffic. Providing neighborhood accessibility to the site.
3. Greater Quantity or Quality of Open Space: Providing 32.4% of the site in landscaping. Undergrounding drainage ditch to reduce weed growth and eliminate potential hazard.

4. Other Recreational Amenities: Providing a bike path next to piped ditch and across adjacent properties to tie to 15th Street. Constructing small outdoor and indoor play areas and picnic areas for employees and children.
5. Needed Housing Types or Mix: 24 inpatient beds for Hospice.
6. Innovative Designs: Provide only inpatient Hospice facility in Western Colorado. Providing friendly, home-like architecture. Providing a facility that is accessible to handicapped and elderly. State-of-the-art design for medical facility. Internet access for education, preventive care and wellness. Providing Art on the Corner displays on the property.
7. Resource, Habitat, and Natural Features Protection: Piping drainage ditch along south side to reduce salinity of surface runoff into Colorado River. Using every reasonable effort to preserve, move or replace important and significant natural features on property. Preserving character of historical Hetland home on property.

Default Zone: The applicant is proposing a default zone of B-1. The purpose of a default zone is to have standards for bulk requirements and other aspects of the code that are not specifically enumerated in the applicant's Planned Development. The proposed deviations from the B-1 standards are as follows:

1. Uses allowed include medical offices and typical accessory uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

The code requires that in order for the Planning Commission to recommend and the City Council to approve deviation from the B-1 zone standards, the applicant shall provide amenities *in excess of what would otherwise be required by code*. The code includes the following amenities:

Amenities to deviate from default standards:

- Transportation amenities including trails other than required by the multimodal plan, bike or pedestrian amenities or transit oriented improvements
- Open space, agricultural land reservation or land dedication
- Community facilities for provision of public services beyond those required for development within the PD
- The provision of affordable housing
- Other amenities in excess of minimum standards required by the Code

The applicant will provide an off-street bicycle path through this property and adjacent properties from 12th Street to 14th Street as one of the amenities of this plan.

Rezone Approval Criteria. At its hearing of November 20, 2001 the Planning Commission found that the proposed rezone conforms to Section 2.6 of the Zoning and Development Code regarding rezones, with the following findings. (The Planning Commission's findings are provide in italicized text):

1. The existing zoning was in error at the time of adoption. *This criterion is not applicable since the existing zoning was not in error but a change to a new Planned Development requires a rezone.*
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc. *All development along the 12th Street corridor, including the widening of 12th Street has occurred according to the Growth Plan and existing zoning.*
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 other nuisances. *The proposed Planned Development is a good fit in this neighborhood and impacts to the neighborhood will be reduced due to the already high-density development on three sides of this site.*
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines. *The proposal was found to be consistent with the overall intent of the Growth Plan, by providing neighborhood services and retail uses in an area planned for residential land use categories.*
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development. *This criterion has been met.*
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs. *The applicant's have been unable to find a vacant commercially zoned parcel of this size near St. Mary's and Community Hospitals.*
7. The community or neighborhood will benefit from the proposed zone. *The medical providers that will locate at this site service approximately 30% of the valley's residents with their health care needs. This location will also directly benefit the persons living in the adjacent Atrium and Fountains assisted living and retirement living centers. The community and neighborhood will benefit from the proposed planned development by providing a consolidated health care facility in a convenient location for those who will use the facility the most.*

PLANNING COMMISSION RECOMMENDATION: Approval

Attachments:

1. Aerial photo/vicinity map
2. ODP map

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

ZONING TWO PARCELS LOCATED AT 3090 AND 3150 NORTH 12TH STREET FROM PD (FOR MILLER HOMESTEAD) TO PD FOR THE 12TH STREET MEDICAL PLAZA AND HOSPICE CARE PLANNED DEVELOPMENT

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 rezoning this property from one Planned Development zone to another.

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

- This zone district meets the criteria of Chapter 5 of the Zoning and Development Code regarding Planned Developments by providing substantial community benefits and amenities in excess of what would otherwise be required by the Code.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned Planned Development (PD) zone district with a default zone of B-1, with exceptions as follows:

1. Uses allowed include medical offices and typical ancillary uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

The Outline Development Plan for this Planned Development includes the following:

Lot	User	Use	Max. Square Feet	*Size in Acres
A	Primary Care Partners	Medical Offices	2,900	1.08
B	Primary Care Partners	Medical Offices	75,800	6.27
C	Hospice	Offices	21,800	3.14
	Hospice	Care Facility	14,400	

* Lot size is approximate.

A revised zoning ordinance for this Planned Development shall be required, based on and at the time of, preliminary plan approval. The preliminary plan shall include all elements shown on the ODP, committed to by the applicant in writing, or verbally at the November 20, 2001 Planning Commission hearing and all requirements in the Planning Commission motion at the same hearing.

Includes the following tax parcels: 2945-013-00-008 and 2945-013-00-010.

Parcel 1: The north 9 acres of the SW ½, W ½, NW1/4, SW1/4 Section 1 T.1S., R1.W, Ute Meridian excepting therefrom right-of-way described in book 2536, pages 90 and 93 and book 2592, page 947.

Parcel 2: Lots 53, 54, 55 and 56, Block 15 and the W1/2 of vacated road between Blocks 15 and 16 and the road adjoining Block 15 on the North thereof; AND beginning at the NW cor Lot 54, thence N 30'; thence W 10', thence S to a pt 10' W of SW cor Lot 53, thence E 10' thence N to pob; All in Fairmont Subdivision; And the S 1 acre of the W ½ NW ¼ SW ¼ Section 1 T.1.S, R.1W Ute Meridian; exception therefrom the following: Beg at a pt 30' E and 30' N of SW cor of NW ¼, SW1/4, SW ¼ Sec 1, T.1.S, R.1.W, Ute Meridian; thence N 320' to drain ditch; thence N 44°30' E 50', thence N 78°10' E 147', thence N 68°25'E 103', thence S88°05' E 201', thence N40°E 240' to pt 30' E of NE cor Lot 55, Block 15, Fairmont Subdivision thence W 630' to pob, and excepting right-of-way described in Book 2521, page 567 and 569 and book 2592, page 950.

Introduced on first reading this ____ day of _____, 2001.

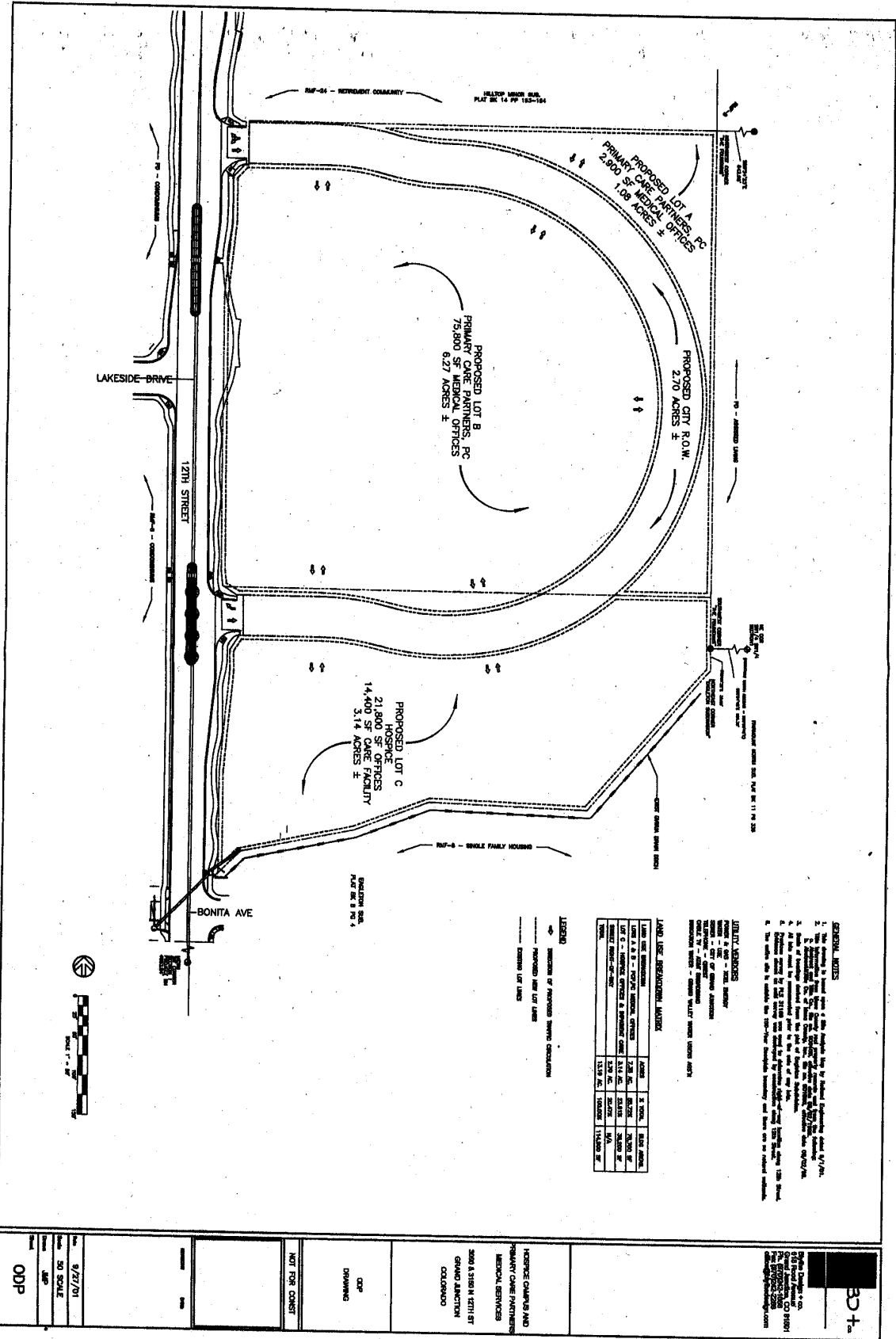
PASSED and ADOPTED on second reading this ____ day of _____, 2001.

Attest:

President of the Council

City Clerk





GENERAL NOTES

- The property is shown as being owned by the Applicant. The Applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary easements and rights-of-way from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary utility easements and rights-of-way from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary zoning and land use approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary environmental approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary fire department approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary health department approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary police department approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary city and county approvals from the appropriate authorities.
- The Applicant is responsible for obtaining all necessary state and federal approvals from the appropriate authorities.

LAND USE DESIGNATIONS

LAND USE DESIGNATION	AREA	ACRES	SQ. FT.
PROPOSED LOT A - 2,900 SF MEDICAL OFFICES	2,900 SF	0.07	2,900
PROPOSED LOT B - 75,800 SF MEDICAL OFFICES	75,800 SF	6.27	75,800
PROPOSED LOT C - 21,800 SF OFFICES & 14,400 SF CARE FACILITY	36,200 SF	3.14	36,200
PROPOSED CITY R.O.W.	2,700 SF	0.06	2,700
TOTAL	108,700 SF	9.54	108,700

LEGEND

- PROPOSED LOT A
- PROPOSED LOT B
- PROPOSED LOT C
- PROPOSED CITY R.O.W.
- EXISTING LOT LINES

3D+

3D+ ARCHITECTURE & DESIGN
 1000 17th Street, Suite 100
 Grand Junction, CO 81501
 Phone: (970) 241-2222
 Fax: (970) 241-2223
 Email: info@3dplus.com

PROPOSED CHANGING AND PRIMARY CARE PARTNERS MEDICAL SERVICES

3000 S 31ST N 12TH ST
 GRAND JUNCTION
 COLORADO

CDP
 DRAFTING

NOT FOR CONSTRUCTION

DATE: 9/27/01
 SCALE: AS SHOWN
 ODP

**Attach 8
Madaris Annex**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Madaris Annexation Zone of Annexation		
Meeting Date:	December 5, 2001		
Date Prepared:	November 27, 2001		
Author:	Dave Thornton	Principal Planner	
Presenter Name:	Dave Thornton	Principal Planner	
	Workshop	X	Formal Agenda

Subject: Zone of Annexation of the Madaris Annexation, #ANX-2001-214

Summary: First reading of the annexation zoning ordinance for the Madaris Annexation located 539 31 ½ Road (#ANX-2001-214). The 5.852-acre Madaris Annexation consists of a one parcel of land. Planning Commission recommended a Residential Single Family with a maximum of four units per acre (RSF-4) zone district. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning conforms to the Growth Plan's Future Land Use map and recommendation for Residential Medium Low, with residential land uses between 2 and 4 units per acre for this area.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve on first reading the zone of annexation ordinance for the Madaris Annexation and set a hearing for December 19, 2001.

Citizen Presentation:	X	No		Yes	If Yes,
Name:					
Purpose:					
Report results back to Council:	X	No		Yes	When:
Placement on Agenda:	X	Consent		Indiv. Consideration	Workshop

BACKGROUND INFORMATION			
Location:		539 31 ½ Road	
Applicant(s):		Rosella F. Madaris	
Existing Land Use:		Single Family Residential	
Proposed Land Use:		Same	
Surrounding Land Use:	North	Railroad Tracks & I-70 Business Loop	
	South	Residential	
	East	Residential (Ethington Estates Sub)	
	West	Residential	
Existing Zoning:		Planned Commercial	
Proposed Zoning:		RSF-4	
Surrounding Zoning:	North	I-1 (Railroad property)	
	South	RSF-R	
	East	RMF-8	
	West	RSF-2	
Growth Plan Designation:		Residential Medium Low	
Zoning within density range?		X	Yes
			No

Staff Analysis:

This annexation area consists of annexing 5.852 acres. Owners of the property have signed a petition for annexation as part of their request to seek a change in zoning from Commercial to Residential, pursuant to the 1998 Persigo agreement with Mesa County.

ZONE OF ANNEXATION:

Under the 1998 Persigo Agreement with Mesa County, the City is allowed to zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City’s Growth Plan’s Future Land Use Map. This proposed zoning of RSF-4 conforms to the City’s Growth Plan’s Future Land Use Map. In addition the proposed zoning conforms to Zoning and Development Code criteria (below) sections 2.14.F and 2.6.

RSF-4 ZONE DISTRICT

- This property is currently zoned Planned Commercial in Mesa County which does not conform to the Future Land Use Map.
- The RSF-4 does conform to the recommended densities found on the Growth Plans Future Land Use map currently designated as Residential Medium Low: 2 to 4 units per acre.
- Zoning this annexation with the RSF-4 Zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.

Zoning and Development Code criteria:

Section 2.14.F: “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.”

Section 2.6: Approval Criteria. In order to maintain internal consistency between this code and the Zoning Maps, map amendments must only occur if:

1. The existing zoning was in error at the time of adoption;
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.
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 other nuisances;
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City 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;
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
7. The community or neighborhood will benefit from the proposed zone.

ANNEXATION SCHEDULE	
Nov. 7th	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
Nov. 13th	Planning Commission considers Zone of Annexation
Dec. 5th	First Reading on Zoning by City Council
Dec 19th	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council

Jan. 20, 2002	Effective date of Annexation and Zoning
----------------------	---

Attachments:

- 1. **Annexation Summary**
- 2. Annexation Map
- 3. Future Land Use Map

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**ZONING THE MADARIS ANNEXATION TO RESIDENTIAL SINGLE FAMILY WITH A
MAXIMUM OF FOUR UNITS PER ACRE (RSF-4)**

LOCATED AT 539 31 ½ Road

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RSF-4 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 zone district be established for the following reasons:

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

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

The following property shall be zoned the Residential Single Family with a maximum of four units per acre (RSF-4) zone district

Includes the following tax parcel 2943-103-00-093

A certain parcel of land lying in Section 10, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

ALL that part of the NW ¼ SW ¼ of Section 10, Township 1 South, Range 1 East of the Ute Meridian, lying South of the Right of Way of the Denver and Rio Grande Railroad ALSO DESCRIBED as follows: BEGINNING at the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 10, thence South 89°44'25" West, along the South line of said Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 10, a distance of 1279.85 feet to a point 30.00 feet East of the Southwest corner of the Northwest Quarter of the Southwest Quarter

(NW ¼ SW ¼) of said Section 10; thence North 00°20'30" West along a line 30.00 feet East of and parallel to the West line of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 10, a distance of 4.89 feet to a point on the Southerly right-of-way for the Southern Pacific Transportation Company (formerly the Denver and Rio Grande Railroad), as laid out and now in use; thence North 72°50'00" East, along said Southerly right-of-way for the Southern Pacific Transportation Company, a distance of 1336.16 feet to a point on the East line of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 10; thence South 00°28'13" East, along the East line of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 10, a distance of 393.47 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 254,914.459 sq. ft. or 5.852 Acres

Introduced on first reading this 5th day of December, 2001.

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

Attest:

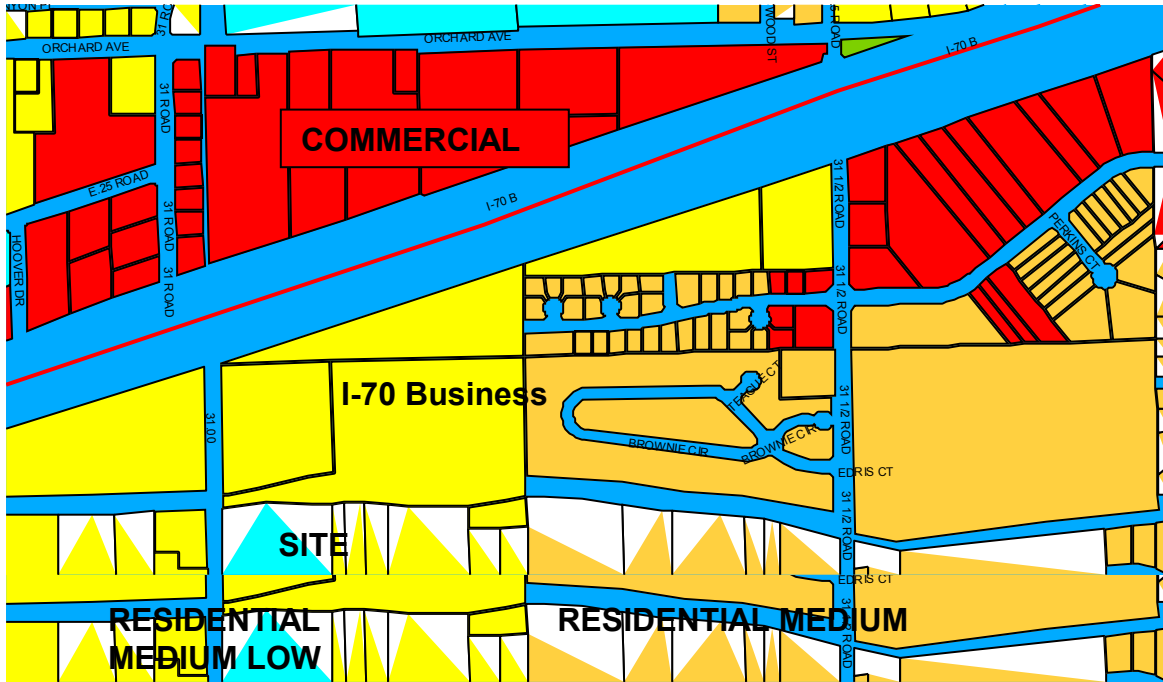
President of the Council

City Clerk

MADARIS ANNEXATION SUMMARY		
File Number:	ANX-2001-214	
Location:	539 31 ½ Road	
Tax ID Number:	2943-103-00-093	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	5.852 acres for annexation area	
Developable Acres Remaining:	5 acres	
Right-of-way in Annexation:	None	
Previous County Zoning:	Commercial (County)	
Proposed City Zoning:	(RSF-4) Residential Single Family – Four with a maximum of 4 units per acre	
Current Land Use:	Residential	
Future Land Use:	Same	
Values:	Assessed:	= \$ 10,190
	Actual:	= \$ 98,470
Census Tract:	17.01	
Address Ranges:	539 31 ½ Road	
Special Districts:	Water:	Clifton Water & Ute Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Clifton Fire
	Drainage:	Grand Junction Drainage District
	School:	District 51
	Pest:	

Action Requested/Recommendation: Planning Commission recommended that City Council approve RSF-4 for the Madaris Zone of Annexation.

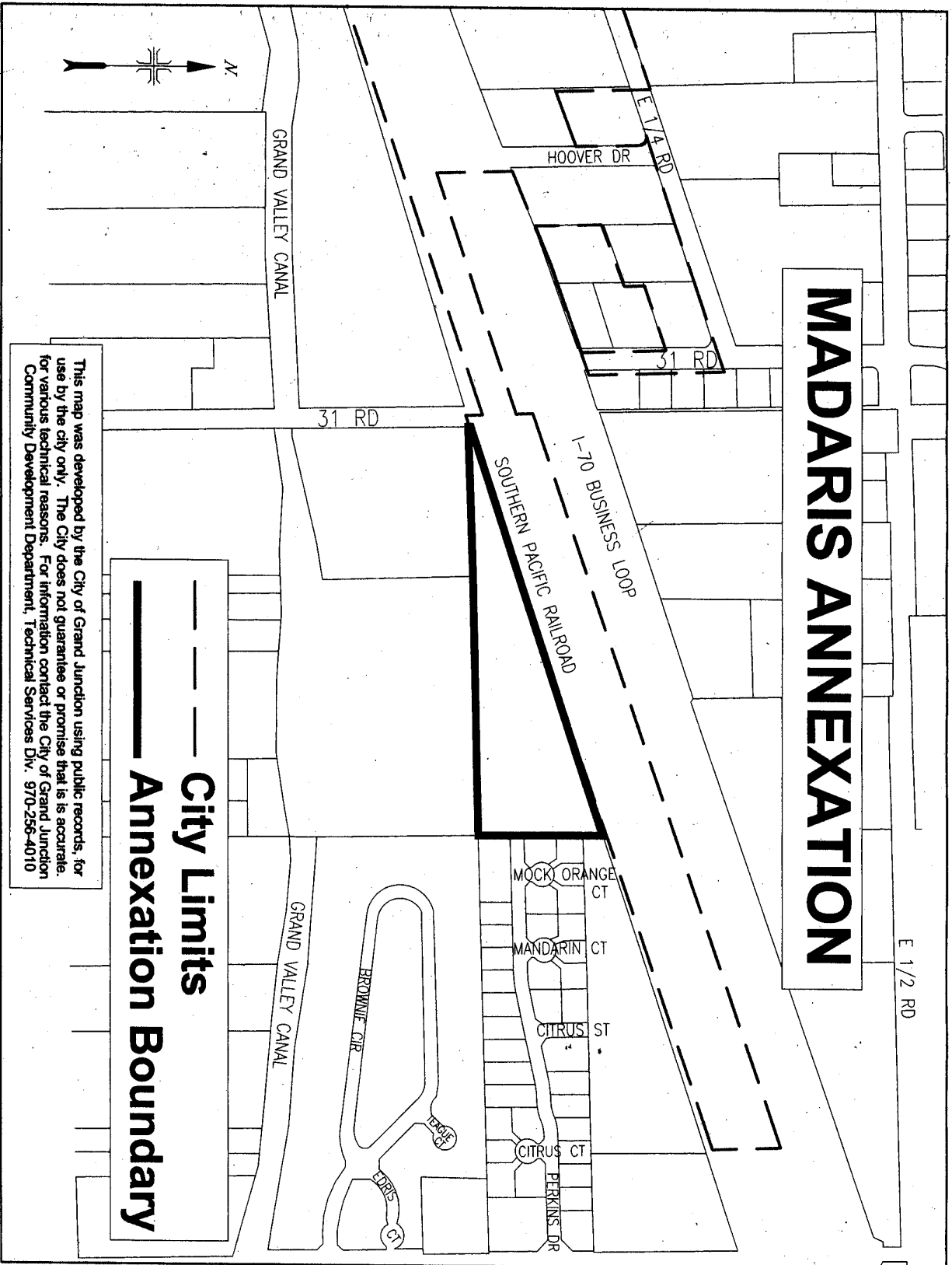
FUTURE LAND USE MAP



31 Road

31 1/2 Road

MADARIS ANNEXATION



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

--- City Limits
—— Annexation Boundary

**Attach 9
Cimarron Mesa**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Cimarron Mesa Annexation	
Meeting Date:	December 5, 2001	
Date Prepared:	November 29, 2001	
Author:	Bill Nebeker	Senior Planner
Presenter Name:	Bill Nebeker	Senior Planner
Workshop	X	Formal Agenda

Subject: Annexation of the proposed Cimarron Mesa Subdivision, #ANX-2001-161.

Summary: Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Cimarron Mesa Annexation located at the intersection (southwest corner) of Linden Avenue and B ½ Road (#ANX-2001-161). The 32.567-acre Cimarron Mesa Annexation consists of one parcel of land.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Adoption of resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the Cimarron Mesa Annexation and set a hearing for January 16, 2002.

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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CITY OF GRAND JUNCTION

HEARING DATE: December 5, 2001

CITY COUNCIL

STAFF PRESENTATION: Bill Nebeker

BACKGROUND INFORMATION					
Location:		SW corner of Linden Ave and B ½ Rd			
Applicants:		Darren Davidson			
Existing Land Use:		Vacant			
Proposed Land Use:		Single family residential			
Surrounding Land Use:	North	Vacant and elementary school			
	South	Low density residential			
	East	Medium and low density residential			
	West	Vacant			
Existing Zoning:		County RSF-4			
Proposed Zoning:		RSF-4			
Surrounding Zoning:	North	City & County RSF-4			
	South	City RSF-4			
	East	City RMF-16 & County RSF-4			
	West	City CSR & County RSF-4			
Growth Plan Designation:		Residential Medium Low (2 to 4 du/acre)			
Zoning within density range?		X	Yes		No

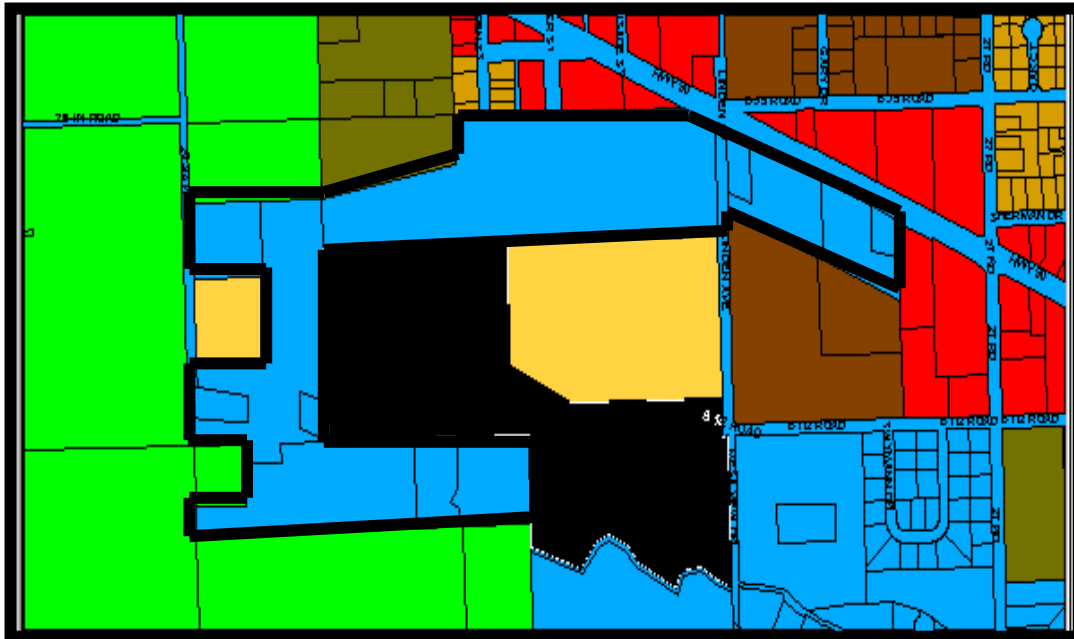
Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 32.567 acres of land. A portion of Linden Avenue (26 ¾ Road) adjacent to this parcel is also being annexed. Owners of the property have signed a petition for annexation as part of their request to develop the Cimarron Mesa Subdivision, pursuant to the 1998 Persigo agreement with Mesa County.

The Cimarron Mesa Annexation will inadvertently enclave twelve (12) properties (see picture below) which under the requirements of the Persigo Agreement with Mesa County requires the City to annex those twelve properties after three years but before five years from being enclaved. The last time this occurred was with the Webb Crane Annexation in March of 2000 when four properties were enclaved as result of that annexation. As with Webb Crane, staff is proposing that a letter be sent to the twelve affected properties notifying them of their property being enclaved. Please see the sample letter included with this staff report. The letter will be sent prior to the public hearing before City Council for this annexation.

The map below shows the parcel to be annexed in white. The parcels to be enclaved are blue and are outlined in black. The colored areas (non-blue) except for the streets are within City limits. The hard copy of this map is in black and white.



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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;

The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
Dec. 5, 2001	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
Dec. 18, 2001	Planning Commission considers Zone of Annexation
Jan. 2, 2002	First Reading on Zoning by City Council
Jan. 16, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
Feb. 17, 2002	Effective date of Annexation and Zoning

Action Requested/Recommendation: It is recommended that City Council approve the Cimarron Mesa Annexation.

Attachments:

- Sample Letter to Enclaved Property Owners
- Vicinity Map
- Aerial Photo
- Annexation Map
- Resolution of Referral of Petition/Exercising Land Use Immediately
- Annexation Ordinance

SAMPLE LETTER TO ENCLAVED PROPERTY OWNERS

January __, 2002

Name
Street Address
City, State Zip

Tax Parcel #
Property address

Dear _____

The Mesa County Board of Commissioners and Grand Junction City Council have forged a relationship to improve service delivery to all county residents and to properly manage growth and development in the Central Grand Valley. The foundation of this relationship is the Persigo Agreement, a comprehensive document that covers a variety of service and growth issues, which was adopted by the Commission and Council in October 1998. Included in the agreement is a provision to close all enclaves by bringing them into the City in a timely fashion in accordance with state annexation laws.

Enclaves are small areas of unincorporated Mesa County that are entirely surrounded by the limits of the City of Grand Junction. On December 8, 2001 the Cimarron Mesa Annexation will become effective. Your property is located within an enclave created by this annexation. The City of Grand Junction has established no dates at this point for annexing the properties within this enclave, but you will be notified once a timeline is established.

There are many benefits of annexing the enclaves for those that own property or live within such areas. These include: improved delivery of services such as public safety and street maintenance, reduced recreation fees, and possible improvements to basic infrastructure such as sidewalks, streetlights and storm drainage. These and several other benefits are detailed further in the enclosed brochure, *What it means to live in the City of Grand Junction*.

If you have questions or comments, please feel free to contact us. The Grand Junction City Council can be reached through their secretary at 244-1508.

If you are no longer the owner and/or resident of this property, please notify the City Community Development Department at 244-1450. Thank you.

Sincerely

Cindy Enos-Martinez, Mayor
 City of Grand Junction

<i>CIMARRON MESA ANNEXATION SUMMARY</i>		
File Number:	ANX-2001-161	
Location:	SW corner of Linden Ave and B ½ Rd	
Tax ID Number:	2945-261-26-002	
Parcels:	1	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	32.567 acres for annexation area	
Developable Acres Remaining:	32.03 acres	
Right-of-way in Annexation:	23,138.1 square feet (0.53 acres)	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	(RSF-4) Residential Single Family 4 dwellings per acre	
Current Land Use:	Vacant	
Future Land Use:	SF residential (114 lots)	
Values:	Assessed:	= \$ 2,130
	Actual:	= \$ 7,360
Census Tract:	13	
Address Ranges:	Generally between 235 and 255 Linden Avenue - all odd	
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa
	Fire:	Grand Junction Rural Fire
	Drainage:	Orchard Mesa
	School:	District 51
Pest:		

NOTICE OF HEARING

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5th day of December, 2001, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

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

CIMARRON MESA ANNEXATION

LOCATED AT THE SOUTHWEST CORNER
OF LINDEN AVENUE AND B ½ ROAD

WHEREAS, on the 5th day of December, 2001, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian and a portion of the Plat of Miles Craig Minor Subdivision as same is recorded in Plat Book 16, Page 38, Reception No. 1819902, Public Records of Mesa County, State of Colorado, being more particularly described as follows:

ALL of Lot 2, said Plat of Miles Craig Minor Subdivision, TOGETHER WITH the following described parcel of land; BEGINNING at the Northeast corner of the NW ¼ SE ¼ of said Section 26, and considering the East line of the NW ¼ SE ¼ of said 26 to bear S 00°06'59" E with all bearings contained herein being relative thereto; thence S 00°06'59" E along the East line of the NW ¼ SE ¼ of said Section 26, a distance of 627.94 feet; thence S 89°53'01" W a distance of 30.00 feet to a point being the Southeast corner of said Lot 2; thence N 00°06'59" W along a line 30.00 feet West of and parallel with the East line of the NW ¼ SE ¼ of said Section 26, being the East line of said Lot 2, a distance of 628.21 feet to a point on the North line of the NW ¼ SE ¼ of said Section 26; thence continuing along the East line of said Lot 2, N 00°11'27" E along a line 30.00 feet West of and parallel with the East line of the SW ¼ NE ¼ of said Section 26, a distance of 143.08 feet to a point being the Southeast corner of Lot 1 of said Plat of Miles Craig Minor Subdivision; thence S 89°36'24" E a distance of 30.00

feet to a point on the East line of the SW ¼ NE ¼ of said Section 26; thence S 00°11'27" W, along the East line of the SW ¼ NE ¼ of said Section 26, a distance of 143.08 feet, more or less, to the POINT OF BEGINNING.

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

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

1. That a hearing will be held on the 16th day of January, 2002, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 5th day of December, 2001.

Attest:

President of the Council

City Clerk

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

City Clerk _____

<i>PUBLISHED</i>
December 7, 2001
December 14, 2001
December 21, 2001
December 28, 2001

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

CIMARRON MESA ANNEXATION

APPROXIMATELY 32.567ACRES

LOCATED AT THE SOUTHWEST CORNER
OF LINDEN AVENUE AND B ½ ROAD

WHEREAS, on the 5th day of December, 2001, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of January, 2002; and

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

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

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

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian and a portion of the Plat of Miles Craig Minor Subdivision as same is recorded in Plat Book 16, Page 38, Reception No. 1819902, Public Records of Mesa County, State of Colorado, being more particularly described as follows:

ALL of Lot 2, said Plat of Miles Craig Minor Subdivision, TOGETHER WITH the following described parcel of land; BEGINNING at the Northeast corner of the NW ¼

SE ¼ of said Section 26, and considering the East line of the NW ¼ SE ¼ of said 26 to bear S 00°06'59" E with all bearings contained herein being relative thereto; thence S 00°06'59" E along the East line of the NW ¼ SE ¼ of said Section 26, a distance of 627.94 feet; thence S 89°53'01" W a distance of 30.00 feet to a point being the Southeast corner of said Lot 2; thence N 00°06'59" W along a line 30.00 feet West of and parallel with the East line of the NW ¼ SE ¼ of said Section 26, being the East line of said Lot 2, a distance of 628.21 feet to a point on the North line of the NW ¼ SE ¼ of said Section 26; thence continuing along the East line of said Lot 2, N 00°11'27" E along a line 30.00 feet West of and parallel with the East line of the SW ¼ NE ¼ of said Section 26, a distance of 143.08 feet to a point being the Southeast corner of Lot 1 of said Plat of Miles Craig Minor Subdivision; thence S 89°36'24" E a distance of 30.00 feet to a point on the East line of the SW ¼ NE ¼ of said Section 26; thence S 00°11'27" W, along the East line of the SW ¼ NE ¼ of said Section 26, a distance of 143.08 feet, more or less, to the POINT OF BEGINNING,

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

INTRODUCED on first reading on the ____ day _____, 2001.

ADOPTED and ordered published this ____ day of _____, 2002.

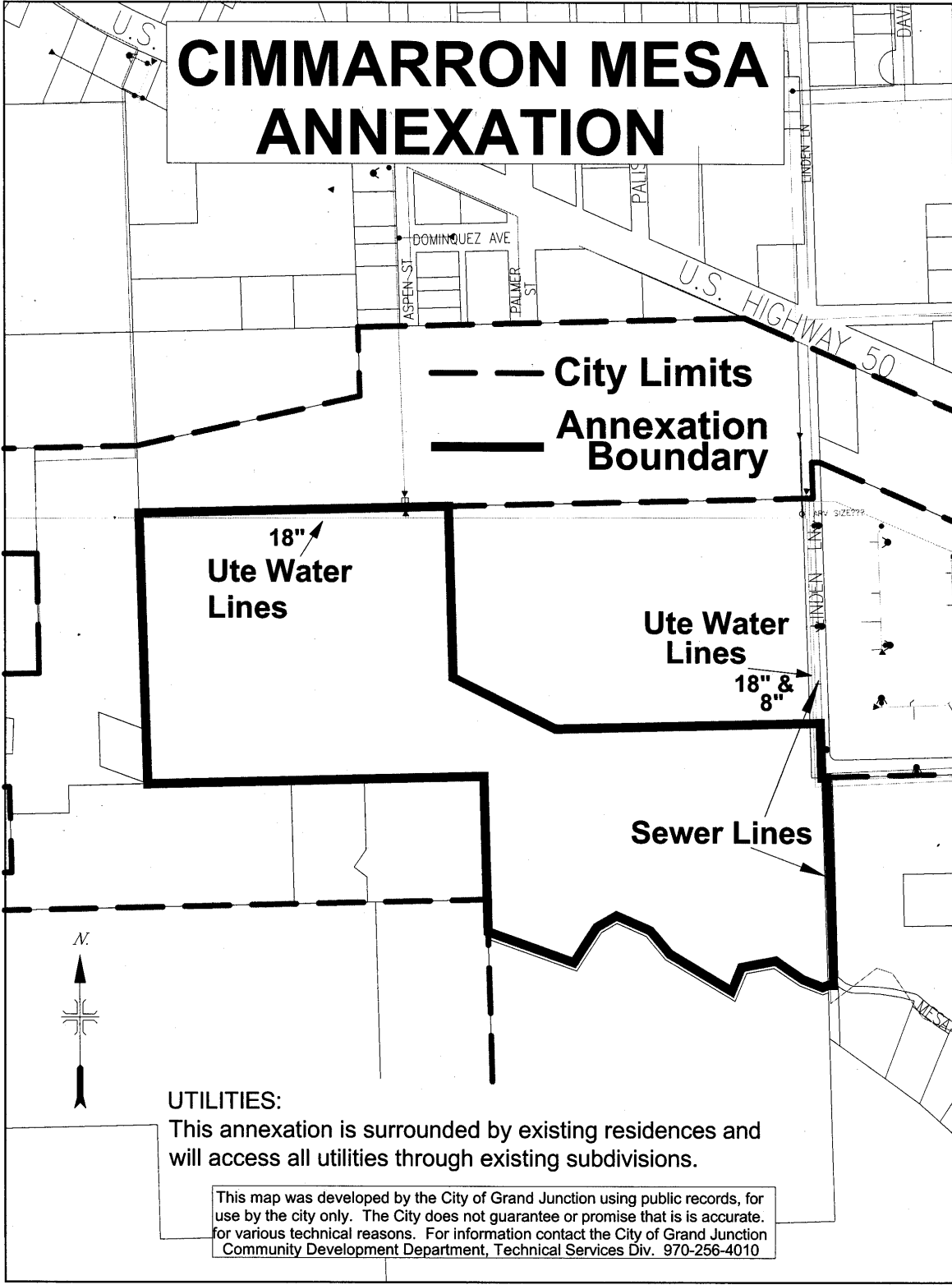
Attest:

President of the Council

City Clerk



CIMMARRON MESA ANNEXATION



--- City Limits
— Annexation Boundary

18"
Ute Water Lines

Ute Water Lines
18" & 8"

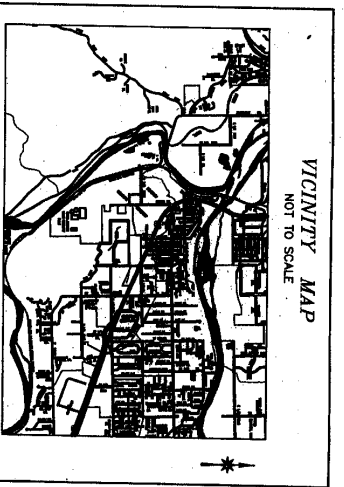
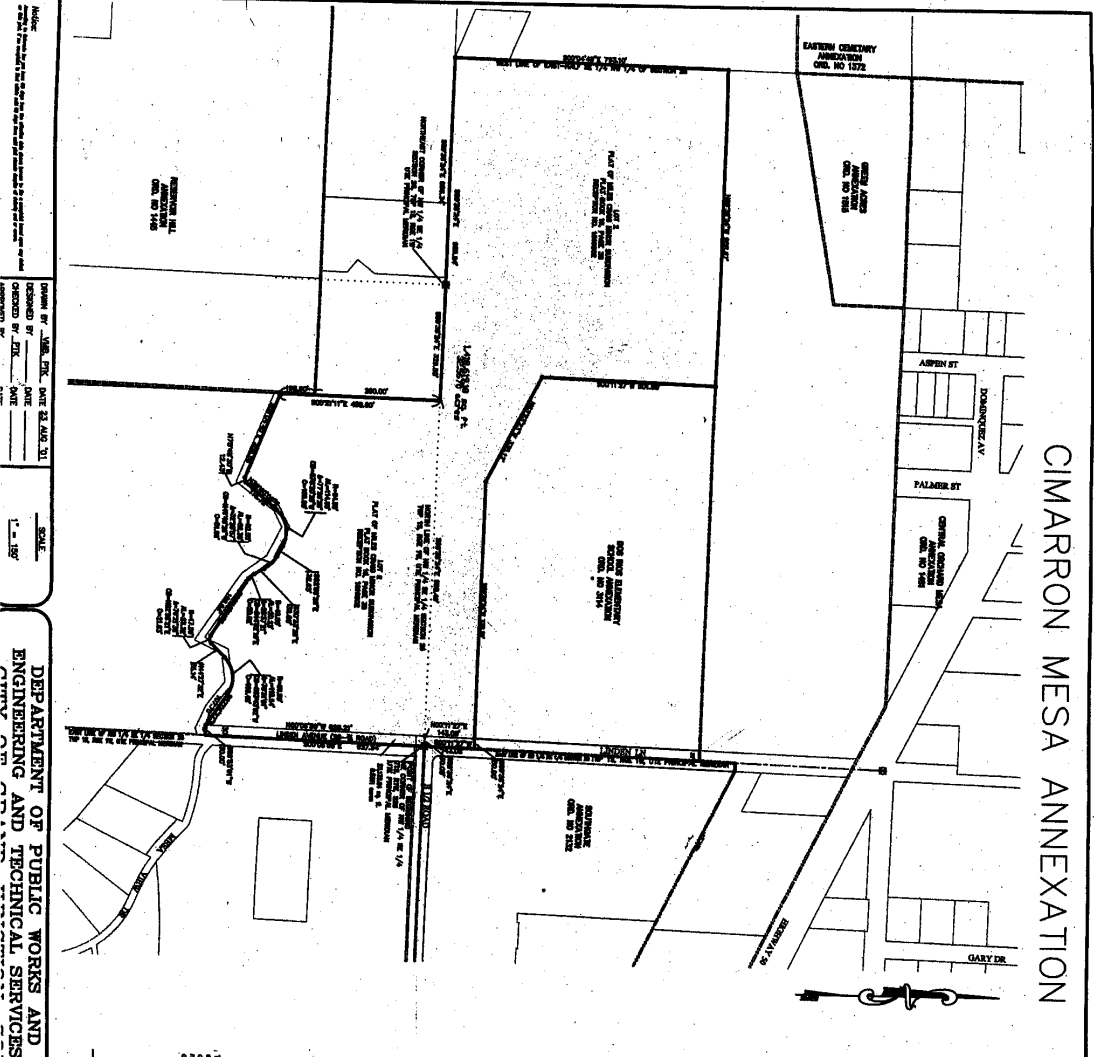
Sewer Lines



UTILITIES:
This annexation is surrounded by existing residences and will access all utilities through existing subdivisions.

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

CIMARRON MESA ANNEXATION



DESCRIPTION

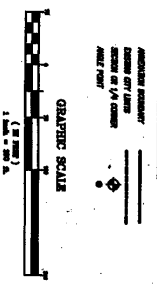
A certain parcel of land located in the Northeast Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of the Northwest Quarter (SE 1/4 NW 1/4) of Section 25, Township 1 South, Range 1 West of the 6th Principal Meridian and the 37th Parallel North, in Teller County, State of Colorado, being more particularly described as follows:

All of Lot 2, said Part of Allen Cong Labor Subdivision, TOGETHER WITH the following described parcel of land; BEGINNING at the Northwest corner of the NW 1/4 SE 1/4 of said East 1/4 of the NW 1/4 SE 1/4 of said Section 25, a distance of 677.94 feet, thence S 87°33'07" W a distance of 300.00 feet to a point being the Southeast corner of said Lot 2; thence S 87°33'07" W a distance of 300.00 feet to a point being the East line of the NW 1/4 SE 1/4 of said Section 25, being the East line of said Lot 2; thence East along the North line of the NW 1/4 SE 1/4 of said Section 25; thence continuing with the East line of the NW 1/4 SE 1/4 of said Section 25, to a point being the Southeast corner of Lot 1 of said Part of Allen Cong Labor Subdivision; thence S 87°33'07" E a distance of 300.00 feet to a point on the East line of the SW 1/4 NE 1/4 of said Section 25, a distance of 143.00 feet, more or less, to the POINT OF BEGINNING; Containing 1,418,812 square feet or 32.587 acres, more or less, as described.

AREA OF ANNEXATION

ADJACENT PROPERTY	OWNER	ACREAGE
...
...
...

LEGEND



DESIGNED BY: [Name], DATE: [Date]
 CHECKED BY: [Name], DATE: [Date]
 SCALE: 1" = 100'
 DEPARTMENT OF PUBLIC WORKS AND UTILITIES
 ENGINEERING AND TECHNICAL SERVICES DIVISIONS
 CIMARRON MESA ANNEXATION

**Attach 10
Pre-Qualification**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Revisions to Pre-Qualifications Regulations	
Meeting Date:	December 5, 2001	
Date Prepared:	November 27, 2001	
Author:	Mike McDill	City Engineer
Presenter Name:	Mark Relph	Public Works & Utilities Director
	Workshop	Formal Agenda

Subject: The above regulation needs to be adjusted to more closely parallel the CDOT process, modify the joint venture conditions and add a review of safety record.

Summary: This revision includes some administrative adjustments, revised financial categories, and terminology to include record of safety responsiveness in the process to review initial and continued pre-qualification status.

Background Information: This Pre-Qualification Regulation has been in use since February, 2001. To date we have pre-qualified 50 contractors to bid Department work. Based on recent meetings with the Associated Building Contractors (ABC) and Western Colorado Contractors' Association (WCCA), we are proposing the attached adjustments to this regulation.

Most of the changes adjust the financial categories to more closely match CDOT (except our upper break point will be \$2 million). We have also included consideration of past safety record, more protection of financial information and broader joint venture coverage. The rest of the adjustments are only housekeeping items.

Budget: This action will have no affect on the City budget.

Action Requested/Recommendation: City Council approval of a resolution authorizing the revised regulation.

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:
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop

**CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES**

**RULES AND PROCEDURES FOR
PRE-QUALIFICATION OF CONTRACTORS
(Effective February 1, 2001)
(Revised December 5, 2001)**

Section I – Purpose and Organization

Purpose

These rules and procedures ("Rules") are to be followed by the Public Works and Utilities Department ("Department") to pre-qualify a contractor who desires to submit a bid **as a prime contractor** for construction of a Department project, and to describe how the pre-qualification can be suspended or revoked.

Pre-qualification Committee

The Pre-qualification Committee will administer these Rules.

The Pre-qualification Committee ("Committee") consists of the City Engineer, the Utility Engineer, the Construction Supervisor and the City Auditor, and any other person designated by the Director of Public Works and Utilities ("Director").

Section II – Pre-qualification Process

Application for Pre-qualification

The City will not accept a bid over \$50,000 for any Department project from a contractor who is not pre-qualified as provided in these Rules.

The Committee will presume that a contractor who is currently pre-qualified by the Colorado Department of Transportation ("CDOT") is pre-qualified **at the equivalent financial category** by the City, unless the Committee has reasonable information or basis to the contrary. If the Committee has reasonable information or basis to the contrary, the City will notify the contractor who may apply directly with the City as set forth in these Rules. CDOT pre-qualification is not binding or conclusive on the City. If a contractor gives the Committee proof of current CDOT pre-qualification

each year, the contractor may assume that it is pre-qualified **at the equivalent financial category** for that year, **or** until the City notifies the contractor to the contrary.

To apply to be pre-qualified by the City, a contractor should file an application with the Department. Application forms are available at the Department. ~~'s temporary address at 515 28 Road until the new City Hall is occupied.~~ The completed form can be mailed to the Department of Public Works and Utilities, 250 N. 5th Street, Grand Junction, Colorado 81501 or faxed to 970/256-4022.

During the first week of each quarter at a time and place determined by the Director, if business requires, the Committee will review pre-qualification applications and conduct other needed business.

A joint venture may apply for pre-qualification in the name of the joint venture or each member may apply for pre-qualification separately. A joint venture may be pre-qualified to the **highest accumulated total of the individual** financial levels of **any all** members. ~~if such member agrees and owns at least 50 percent of the joint venture.~~

An application for special pre-qualification required under an invitation for bids shall be submitted and considered in accordance with the terms, conditions, procedures and time frame specified in the invitation.

The City may charge a pre-set application fee, not to exceed the cost of processing and reviewing the pre-qualification application.

Application Requirements

A copy of these Rules and application form are available at the Department. A contractor may supplement the required information so that the Committee has the information it needs to decide a pre-qualification application, or other matter. At a minimum, a contractor, and each member of an applying joint venture, should provide ~~and/or write about:~~

The name, address, phone number and type of applicant (e.g., sole proprietorship, partnership, corporation, LLC, LLP, etc.) and the name and title of each officer, partner, member, shareholder or owner of five or more percent (hereinafter collectively "owner") of the applicant;

The name, address and phone number of the registered agent if the contractor is a corporation. If the corporation is not a Colorado corporation, proof of authority to do business in this state is required;

The maximum contract amount and the type of work for which the contractor seeks pre-qualification, *e.g.*, street construction, concrete curb, gutter, and sidewalk, earthwork, structures, paving, underground utilities, *etc.*;

The contractor's experience in construction work including the number of years in each type of work, the type of work, and a list of all pertinent construction contracts performed in the past three years;

Disclosure of any denial, suspension or revocation of pre-qualification or removal of the contractor, or any affiliate or subsidiary, from a bidding list within the last six years by the federal government, any agency of any state government including Colorado, and any local government or department or arm of any federal, state or local government, along with the name and address of the government, the stated basis for the denial, suspension, revocation or removal and a detailed explanation of the contractor's view and final result;

Disclosure of any contract(s) that the contractor has failed to complete within the last six years, along with a written explanation of the reasons why;

The name, address and title of each principal, officer, partner, member, supervisor, of the contractor along with the type and length of experience of each;

The name and address of each owner of the contractor, including the name and address of each affiliate and subsidiary. If the contractor is a corporation, each owner means every person with a five percent or greater interest;

List the equipment owned, leased or available for use by the contractor;

A For the financial category not to exceed \$500,000, a financial statement prepared in compliance with generally accepted accounting principles (GAAP). ~~including~~ For the financial category not to exceed \$2,000,000, the statement shall include a complete report of the contractor's financial resources, liabilities, equipment and personnel, along with a statement by a licensed CPA that the statement satisfies GAAP and is in accordance with review standards published by the American Institute of Certified Public Accountants. For the financial category above \$2,000,000, the statement shall include a complete report of the contractor's financial resources, liabilities, equipment and personnel, and be audited by a licensed certified public accountant.

A disclosure by the chief or controlling officer, partner, member, or owner if the contractor or any company officer, member, partner, owner, subsidiary, or affiliate or officer thereof, has been convicted of a bid related crime or violation within the past six years in any jurisdiction in the United States; as to any such conviction, the name of

the crime, the date and location of the conviction, the penalty or sentence, and the current employment or ownership status of each such company or officer;

A disclosure of each revocation, suspension, de-barment, or notice of intent thereof regarding the contractor, any director, officer or owner, including if any owner or officer is affiliated with a person who is under notice of intent to debar or has been debarred; as to each disclosure, include the name and address of the governmental unit, department or agency, the basis for the action and the current status of any such action.

Pre-qualification Procedure

The contractor should submit the application and information to the Director. The Committee will consider the application to be complete when it has no more questions and needs no more information. The Committee will review the application once it is complete.

If the City Auditor contacts the applicant, the applicant must cooperate to make an appointment for the Auditor to review the contractor's financial records. The Auditor shall review the financial statement with the applicant or its designated representative when the contractor requests such review in writing. The contractor must retain the financial statement reviewed by the Auditor for three years from the date of the being pre-qualified. **If reviewed or audited financial statements are delivered to the City, they will be evaluated and held confidentially by the City Auditor.**

The Committee will send a copy of a denial of an application to pre-qualify by certified mail, return receipt requested, within seven business days of the decision, along with the reason(s) in writing, and a statement that the denial may be appealed to the Director.

The contractor may appeal a denial of pre-qualification to the Director if done in writing and delivered, certified mail, return receipt requested, within forty-five calendar days of the date of the denial; the appeal must identify the facts and basis that establishes why the Director should overturn the decision of the Committee.

The Director shall hear an appeal, in an informal fashion, within forty-five calendar days of receipt of an appeal. The Director will give the applicant an opportunity to address the rationale of the Committee and to supply additional information, including witnesses, to give the contractor a fair opportunity to convince the Director to pre-qualify the applicant. The contractor shall bear the burden of going forward and the burden of persuasion in such appeal. The Director shall render his final decision in writing within ten business days after hearing the appeal.

Pre-qualification Criteria

There will be four categories: ~~under \$50,000 (for which only bond is required); \$50,000 to \$300,000 with the same qualifying requirements as the third category of \$300,000 to \$750,000 and the fourth category of over \$750,000.~~

~~Not to exceed \$50,000 – Evidence of current bonding capacity (payment and performance) in the current contract amount or up to \$50,000 is required. No financial information is required.~~

~~Not to exceed \$500,000 – Evidence of current bonding capacity (payment and performance) in the current contract amount or up to \$500,000, a demonstration of experience with projects of this size, and a financial statement (Income Statement and Balance Sheet) prepared by the company bookkeeper or owner is required. This statement does not need to be audited or reviewed.~~

~~Not to exceed \$2,000,000 – Evidence of current bonding capacity (payment and performance) in the current contract amount or up to \$2,000,000, a demonstration of experience with projects of this size, and a Financial Statement reviewed by a licensed certified public accountant is required.~~

~~Over \$2,000,000 – Evidence of current bonding capacity (payment and performance) in the current contract amount or a minimum of \$2,000,000, whichever is higher, a demonstration of experience with projects of this size, and a Financial Statement audited by a licensed certified public accountant is required.~~

In deciding if a contractor should be pre-qualified, the Committee shall consider:

- (a) If the contractor has equipment available to accomplish the type of work on which it intends to bid;
- (b) Whether the contractor has trained personnel available to perform the type of work on which it intends to bid **in a safe and effective manner**;
- (c) Whether the contractor has an organization and technical staff with the size, training, experience, and capability to accomplish the type of work on which it intends to bid;
- ~~(d)~~ Whether the contractor has the financial capability to perform the work on which it intends to bid as evidenced by financial solvency greater than or equal to the contractor's pre-qualification level. ~~A contractor's financial statement demonstrating ratios in the following ranges will presumptively be considered to be adequate:~~ The City Auditor will use the following ratios when evaluating a contractor's financial solvency:
 1. Total Current Assets to Total Current Liabilities of greater than 1.0;
 2. Cash and Accounts Receivable to Total Current Liabilities of greater than 1.0;
 3. Net Fixed Assets to Net Worth of less than 2.3;

4. Total Liabilities to Net Worth of less than 4.0;
- (e) If these ratios are not met by a contractor, the Committee may consider other factors including irrevocable lines of credit and other financial guarantees;
- (f) Whether the contractor has demonstrated experience in the type of work on which it intends to bid;
- (g) Whether the contractor has demonstrated performance on past City contracts including, but not limited to, compliance with all contract terms and specifications, satisfactory quality of workmanship, **adequate safety program**, and consistent on-time performance;
- (h) Whether the contractor is revoked, suspended, debarred or under notice thereof, in any jurisdiction;
- (i) Whether the contractor has made false, deceptive or fraudulent statements in the application for pre-qualification, or in any other information relied on or submitted to CDOT and/or the City; and
- (j) In the case of a special prequalification for a particular project, any additional criteria which the Committee selects.

Effect of Prequalification

A contractor who is pre-qualified as described in these Rules may submit bids on Department projects for which the contractor has the resources, personnel, equipment and experience to undertake. **A The** low bidder on a specific project will still be independently evaluated prior to any award based on prequalification, required bid documents and other criteria determined by the City.

Department projects which are subject to these rules are those in the public rights-of-way and easements, such as road improvements, sewer and water and drainage facilities, and other projects such as regional storm water detention basins and improvements.

Continuing Pre-qualification Requirements

A contractor must apply and pre-qualify at least once every three years. A pre-qualification expires three years from the date of issue. The Committee may review a determination that a contractor is pre-qualified at any time at its own discretion and without notice to the contractor.

A contractor shall write the Director within three business days upon any significant decrease in their fiscal or workmanship qualifications, or of any action taken in any jurisdiction, or notice of a pending action, against the contractor or an affiliate of the contractor precluding its ability to bid on, perform work for or otherwise in any manner participate fully completely and competently in the Department's projects.

Section III – Suspension or Revocation

Grounds for Suspension or Revocation

The Committee may revoke or suspend pre-qualification if it reasonably determines that:

The contractor or affiliate of the contractor is declared in default on any contract and/or a judgment is entered against the contractor or affiliate by a court of competent jurisdiction.

The contractor, or affiliate or owner of the contractor has made a false, deceptive or fraudulent statement on its application for prequalification, in any documents connected with the application or a bid, including a performance capability statement, or in any other information submitted to or relied on by the Department, or in the course of any statement disclosure, hearing or process associated with pre-qualification;

The contractor has failed to report any significant decreases in capabilities or limitations on bidding or performing work in accordance with these Rules;

The contractor, or an affiliate or owner of the contractor, acts or fails to act such that a lack of integrity in contract-related matters is shown or may reasonably be concluded;

The contractor has failed to perform work in a safe, effective and efficient manner and/or has failed to properly respond to, resolve, or address, as applicable, any City, state or federal notices, concerns or violations involving safe, effective or efficient work/working conditions; or

The contractor no longer meets the criteria contained in these Rules.

Suspension and Revocation Procedures

The following shall guide any revocation or suspension of pre-qualification:

Any person may contact the City concerning information warranting revocation of pre-qualification of a contractor as set forth in the criteria of these Rules. If the Committee becomes aware of information warranting suspension or revocation of pre-qualification, notice of intent to revoke or suspend shall be sent to the contractor's last known address by certified mail, return receipt requested. The notice shall include a written statement citing general support for the intended action, and shall include the contractor's the right of appeal to the Director.

If the Committee has reasonable grounds to believe that the City's interests, or the public health, welfare or safety, requires suspension of pre-qualification without advance hearing or notice, the Committee may immediately suspend, upon written notice, a contractor's pre-qualification. Such suspension shall be for a temporary period of time generally not to exceed 45 days, during which time the Committee, or the Director, shall provide an opportunity to be heard and the opportunity to present pertinent and relevant information.

The contractor may appeal a Committee decision to revoke pre-qualification or to suspend pre-qualification by delivering, to the Director within thirty days of the Committee decision, a written appeal stating the basis of the appeal.

The Director must hear such an appeal within forty-five calendar days, as provided in the rule dealing with an appeal of a denial of pre-qualification.

Status During Appeal

During any appeal, the contractor shall not be deemed to be pre-qualified, unless otherwise ordered by a court of competent jurisdiction.

No basis for liability.

No person, contractor, individual or other entity may use these Rules as a basis to create or establish any liability, duty or basis for estoppel, damages, costs or fees with respect to any breach or mistake of the City, its employees, officers and agents regarding the adoption, implementation or operation of these Rules and actions taken pursuant to these Rules. These Rules are for internal operating purposes only and shall not be relied upon by any third-party, contractor, or other person even though these Rules were adopted as a result of a cooperative effort with third parties.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. - 01

**A RESOLUTION ADOPTING
REVISED RULES AND PROCEDURES TO PRE-QUALIFY CONTRACTORS
TO BID ON CITY PUBLIC WORKS AND UTILITY PROJECTS**

RECITALS:

The City of Grand Junction, in cooperation with Western Colorado Contractor's Association, the Associated Builders and Contractors Association, the Mesa County Association of Realtors and the Home Builders Association has developed Rules and Procedures for Pre-Qualification of Contractors who desire to bid on City Public Works and Utility projects.

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

That these **revised** Rules and Procedures for Pre-Qualification of Contractors are adopted as attached.

PASSED and ADOPTED this ____ day of _____, 2001

President of the Council

Attest:

City Clerk

**Attach 11
Old Mill Bridge**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Award of Design/Construction Contract for The Old Mill Bridge Slope Stabilization Project		
Meeting Date:	December 5, 2001		
Date Prepared:	November 16, 2001		
Author:	Don Newton	Engineering Projects Manager	
Presenter Name:	Tim Moore	Public Works Manager	
Meeting Type:		Workshop	X Formal Agenda

Subject: Award of a Design/Construction Contract for **The Old Mill Bridge Slope Stabilization Project** to Yenter Companies, Inc. in the amount of **\$178,700.00**.

Summary: Three proposals were obtained to design and construct a slope stabilization system to support the south abutment of the Old Mill Bridge. This is a bicycle/pedestrian bridge that was constructed across the Colorado River near Eagle Rim Park in 1997.

Background Information: Several months after completion of the Old Mill Pedestrian Bridge and Trail, a horizontal fissure appeared in the slope directly above and parallel to the trail. Over the last three years sections of the concrete trail below the fissure have settled and cracked. Investigation of the slope has revealed that a portion of the trail about 150 feet long was built on a pre-existing landslide. The localized landslide is less than 200 feet long and located on the west side of the south bridge abutment. Although the bridge abutment is near the east end of the landslide, no movement or damage to the structural components of the bridge have been detected.

The primary purpose of this project is to protect the bridge from damage that could result from further movement or enlargement of the landslide. This will be accomplished by anchoring the unstable portion of the slope into layers of shale bedrock located behind the landslide zone. The anchorage system proposed by **Yenter Companies, Inc.** will consist of installing two rows of six, 90 ft. long anchors spaced eight feet apart and drilled into the slope at a 30 degree angle directly below the bridge abutment. Each of the twelve anchors will be grouted into bedrock and post-tensioned to approximately

200,000 pounds. These anchors will provide the necessary restraint to stabilize the slope behind the abutment and protect the bridge. Yenter Companies, Inc. has been in business for over 20 years specializing in slope stability and foundations. A registered professional engineer on Yenter's staff will design the proposed anchorage system.

Mays Concrete Specialties proposed a similar anchorage system consisting of two rows of ten, 90 ft. long, 80,000 pound anchors. This system would provide about 800,000 pounds less strength than the anchors proposed by Yenter companies.

In addition to the anchorage system at the bridge abutment, Yenter's proposal includes additional work to reshape a 200-ft. long section of slope located west of the bridge and below the trail. The purpose of this earthwork is to "unload" the landslide by removing earth from the top of slope and placing it on the toe to secure the bottom of the slide. This should significantly reduce the rate at which the landslide is moving and help to stabilize the trail. The scope of work also includes removal of approximately 150 feet of damaged concrete trail. The concrete will be broken into small pieces, placed on the toe of the slope and buried with earth to help stabilize the landslide.

After the anchorage system and earthwork are completed, City crews will re-grade the trail and place a gravel surface for use this winter. Next spring the trail will be re-surfaced with asphalt pavement.

Construction is scheduled to begin on December 10, 2001 and continue for 4 to 5 weeks. To facilitate equipment access, material storage and public safety, the pedestrian bridge and trail will be closed to the public during the construction period.

The following proposals were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Lump Sum</u>
Yenter Companies, Inc.	Arvada & Silt	\$178,700
Mays Construction Specialties	Grand Junction	\$180,295
R.W. Jones Construction, Inc	Fruita, CO	\$250,614

Budget:

<u>Project Costs:</u>	
Design/Construction Contract	\$178,700
City Inspection and Administration (estimate)	\$6,000
Expenditures to date	\$1,872
Trail Replacement by City Crews (estimate)	12,000
Total Project Costs	\$198,572

Funding:

Account No. 2011 – F17500, 2001 budget

\$200,368

Amount under budget:

\$1,796

Rights-of-way and easements: No additional rights-of-way or easements are required for this project.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Design/Construction Contract for the Old Mill Bridge and Trail Slope Stabilization Project with **Yenter Companies, Inc.** in the amount of **\$178,700**.

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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CONSTRUCTION CONTRACT
For Work to Stabilize the South Abutment
Of the Old Mill Bridge
And the trail accessing Eagle Rim Park

This Agreement, is made and entered this _____ day of December, 2001 by and between the City of Grand Junction, ("City"), a Colorado home rule City and The Yenter Companies, Inc. ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of work – Contract Documents.

Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the construction and completion of the work proposed to be done under this Agreement. Contractor will construct and complete the work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein and in strict accordance with the contract documents.

The contract documents include the following documents: this Agreement; Revised Proposal from Contractor dated November 14, 2001; the City Staff Report prepared November 16, 2001 for the City Council meeting of December 5, 2001; and, when approved in writing by the City, the detailed construction drawings to be completed by the Contractor prior to commencing work; any applicable City Specifications and Standards, including those applicable to trails, storm drainage and other infrastructure; and any modifications to the Contract documents such as City approved change orders, field orders, or other similar revisions properly authorized after the execution of this Agreement.

All of the said documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein. The efforts and services and results of the Contractor, generally described in this paragraph and in paragraph 2, pursuant to this agreement is hereinafter termed the "Work."

2. Description of Project – Completion.

(a) Contractor shall :

- (i) Design and install a tieback anchor system to stabilize the south abutment of the Old Mill Pedestrian Bridge.

- (ii) Re-shape the slopes below the portion of the existing trail, approximately 200' long, that is within the landslide. The purpose of this earthwork is to redistribute weight from the upper slope to the toe and lower slope;
 - (iii) Relocate and reinstall approximately 100 feet of the existing 15 inch storm drains, currently located along the western margin of the slide area;
 - (iv) Before any earth or concrete work is performed, install (and remove as appropriate when the earth work and concrete work are completed) an erosion control silt fence between the river and the Work area;
 - (v) Reshape and restore all surfaces and slopes disturbed by or during the Work, including areas below the bridge, to its pre-failure condition to the extent reasonably possible;
 - (vi) Install as needed to accomplish the stabilization of the slopes, trail and south abutment, six strand tiebacks with 30 foot bond lengths with the anchors being up to and including 90 feet long; if Contractor concludes that additional length should be installed, it shall first obtain the City's approval;
 - (vii) Test and verify that the tiebacks are sufficient;
 - (viii) Remove approximately 150 feet of damaged concrete trail, and either incorporate such broken concrete into slope stabilization efforts, or load it into City dump trucks.
- (b) Contractor shall perform all of the Work pursuant to the specifications stated in the Contract Documents, and in accordance with professional standards and in a good and workmanlike manner.
- (c) In case of any conflict between the Contractor's specifications and the City's Standards and Specifications, the City's Standards and Specifications shall control.
- (d) The City shall: provide reasonable access to the Work area at all times for equipment and materials delivery; re-grade the trail and make such surface improvements to the trail as the City deems appropriate. .

3. **Relationship of Contractor to City.** The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the City's Project Manager and all other persons and entities in

furthering the interests of the City. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

4. **Contractor's Representations.** In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
- a. The Contractor has familiarized itself with the nature and the extent of the contract documents, work, the locality, all physical characteristics of the area, including without limitation improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the Work.
 - b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
 - c. Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and such documents are acceptable to the Contractor.

5. **Project Manager.** The City's Project Manager, for the purposes of the contract documents is J. Don Newton, P.E., or such other person as the City may designate in writing.

6. **Time of Commencement and Completion.**

- a. The work shall be completed within six weeks of commencement. No work shall be commenced by the Contractor until after a pre-construction meeting of the Contractor, the City Engineer, and other City representatives as appropriate.
- b. Prompt completion of the work is essential to the City. Time is of the essence in all respects regarding this Agreement and the Work. Contractor shall carry out construction of the project with all due diligence. Subject to allowances agreed to by the City and Contractor for bad weather working days, substantial completion of the project shall be achieved by no later than 42 calendar days after the date on which the Contractor commences work. City shall determine whether the work has been substantially completed, utilizing such factors as are deemed appropriate by the City,

including but not limited to the definition of “substantial completion provided in §24-91-102 (5), C.R.S.

7. Price of Work.

The City agrees to pay, and Contractor agrees to accept, in full payment for the Work and performance of this Agreement, One Hundred Seventy Eight Thousand, Seven Hundred dollars and no cents (\$178,700.00). Unit prices and unit costs for extra work shall not exceed those shown in Contractor’s Revised Proposal dated November 14, 2001.

8. Scope of Work.

The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the plans, specifications, and all contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material.

9. Application for Progress Payment. Contractor may submit to the City for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the City may require. Materials on hand but not completely in place may not be included for payment at the discretion of the City. It is the intent and purpose of the City to withhold at least ten percent (10%) of payments to Contractor, until the City has accepted not only that the Work is substantially complete, but that the Work is entirely complete.

10. Ownership of Plans, Specifications, and Documents. Except for Contractor’s executed set, all of the plans and the contract documents are the property of the City.

11. No Personal Liability. In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the City, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

12. Observation of All Laws. It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or the project. If Contractor knows, or should have reason to know, that any of the contract documents are at variance with any applicable law, rule or regulation in any respect, Contractor shall promptly notify the City in writing, and any necessary changes shall be made as provided herein.

13. Agreement Provisions Prevail. The intent and purpose of this Agreement and the construction documents is to complement each other; however, the terms and provisions of this Agreement shall prevail regarding differences in, discrepancies with, or conflicts of, terms or provisions contained in other contract documents.

14. Contractor's Responsibility for Work. Until the final acceptance of the work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by and causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by the contract documents, plans and the purpose and use intended by the contract documents, plans, and specifications prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

15. Termination of Contractor's Responsibility. The project will be considered completed when all work has been finished, the final inspection made, and the Work is accepted by the City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work have been paid

or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in the surety bond, and except as required in this Agreement and the contract documents regarding the Contractor's guaranty of work.

16. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

17. Insurance and Bonds.

- a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City Risk Manager, Dave Roper. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.
- b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to each such Subcontractor and the employees thereof), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be

continuously maintained from the date of commencement of the Work through the expiration of any guaranty periods. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee.
- 2) Comprehensive Compensation insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- 3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 4) Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the City against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the City as their

interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the City.

- 5) Installation Floater with minimum limits of not less than the insurable value of the work to be performed under this contract at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of any City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance. The policy shall protect the Contractor and the City from all insurable risks of Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work under this contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this contract. The policy shall provide for losses to be payable to the Contractor and the City as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the City.
 - a. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
 - b. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City Risk Manager, Dave Roper. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those

words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City may be offset against any monies due to Contractor from the Owner, or the City may collect such amounts in other ways.
- d. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

18. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefore under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor.

19. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on the City's behalf shall be held as a waiver of any other subsequent breach thereof. Any City remedies provided herein shall be cumulative.

- 20. Guaranty of Work.** Contractor hereby guarantees all work under this Agreement for a period of one year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, repay to the City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same. In addition, as provided in this paragraph 20, Contractor hereby guarantees the south bridge abutment for twenty-four (24) months.
- 21. Timing of Change Orders.** The City shall use reasonable efforts to grant or deny change orders within twenty-four (24) hours and not later than seventy-two (72) hours of request of the Contractor. The Project Manager shall be authorized to approve change orders which increase the price of the Work. Change orders which increase the price of the work shall be approved or denied in writing by the City.
- 22. No Assignment.** This Agreement shall not be assigned by the contractor without the prior written approval of the City.
- 23. Governing Law.** This Agreement shall be deemed entered into in Mesa County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Mesa County in connection with any dispute arising out of or in any matter connected with this Agreement.
- 24. Subcontracting.** It is understood and agreed that the employment of the Contractor by the City for the purposes of said project shall be exclusive, but the Contractor shall have the right to employ such assistance as may be required for the performance of the project. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail involved in the employment of said assistance.
- 25. Independent Contractor.** Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the City/Town. The parties agree that Contractor and Contractors employees and subcontractors are not entitled to workers' compensation benefits under any workers' compensation insurance policy of the City. Contractor is obligated to pay federal and state income tax and other applicable taxes and other amounts due on any moneys pursuant to this agreement.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement
this _____ day of December, 2001.

City of Grand Junction

By: _____

Yenter Companies, Inc.

By: _____

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Resolution Authorizing the City to enter into a Lease and Purchase Agreement with Buck S. Oda and Yo Oda.	
Meeting Date:	December 5, 2001	
Date Prepared:	November 26, 2001	
Author:	Tim Woodmansee	Real Estate Manager
Presenter Name:	Tim Moore	Public Works Manager
	Workshop	X Formal Agenda

Subject: Resolution authorizing the City to enter into a Lease and Purchase Agreement with Buck S. Oda and Yoshita Oda.

Summary: The proposed action will authorize the lease and purchase of approximately 15 acres located adjacent to the River Road Operations Center.

Background Information: The River Road Operations Center is the principal location from which the following City divisions conduct business:

- | | |
|-----------------------|------------------------------|
| ➤ Street Maintenance | ➤ Pipeline Maintenance |
| ➤ Stores & Purchasing | ➤ Print Shop |
| ➤ Solid Waste | ➤ Transportation Engineering |
| ➤ Fleet Maintenance | ➤ Facilities Maintenance |
| ➤ Field Engineering | ➤ Code Enforcement |

The Operations Center is situated on approximately 22 acres. Approximately 74,000 square feet (1.7 acres) is under rooftop. The remaining area is used for traffic circulation, employee/visitor parking, equipment storage, materials storage, fuel islands and stockpiles of sand, gravel & asphalt millings.

The amount of land available for equipment and materials storage has recently diminished due to:

- ❑ Construction of a new 3,400 square foot building to house Transportation Engineering
- ❑ Renovation of 800 square feet of the municipal service center to accommodate the Code Enforcement Division
- ❑ Designation of a clarifier associated with the former sewer plant as an interim storage facility for uranium mill tailings

- Designation of the remaining clarifiers as interim storage facilities for the recycling program and spring cleanup
- The appropriation of funds to add office space to the field engineering building
- The Christmas tree recycling program

Present and future space needs at the Operations Center were recently evaluated in the Long Range Strategic Facilities Plan prepared by Blythe Design & Company. The Strategic Plan provides a 20-year projection of space & facilities needs necessary to accommodate the inevitable growth of services and personnel at the existing River Road location.

The Strategic Plan recommends the City implement a 20-year plan to construct 126,000 square feet of new facilities at the Operations Center. The Plan further recommends the City secure the Oda property to accommodate this future growth. The Odas and the City have discussed a possible sale and purchase for several years. By coincidence, the Odas contacted staff last year expressing their intent to retire sell the property.

Terms of Agreement: A 5-year Lease and Purchase Agreement is proposed. The City will take possession of the south half of the property upon signing the agreement (Parcel “A” on the accompanying map). Title to the north half, where the Odas reside (Parcel “B”), will be delivered to the City in the 5th year.

Five annual lease payments will apply to a purchase price \$500,000. Payments beginning in 2003 will include 6-percent interest on the remaining principal. This arrangement coincides with the CIP funds budgeted for this purpose in accordance with the following schedule:

Payment Date	Principal	Interest	Total Payment
December 2001	\$ 50,000	\$ 0.00	\$ 50,000
January 2002	\$ 50,000	\$ 0.00	\$ 50,000
January 2003	\$ 26,000	\$ 24,000	\$ 50,000
January 2004	\$ 27,560	\$ 22,440	\$ 50,000
January 2005	\$ <u>346,440</u>	\$ <u>20,786</u>	\$ <u>367,226</u>
TOTALS	\$ 500,000	\$ 67,226	\$ 567,226

The City will receive title to Parcel “A” concurrent with the 2004 payment. Parcel “B” will be conveyed with the 2005 payment.

Other important provisions include:

- **Annexation**. The agreement includes a Petition for Annexation because the property is located outside the city limits.
- **Beltway Project**. If any right-of-way is required for the Riverside Beltway during the term of the lease, the Odas will dedicate the right-of-way at no cost.

- **Water Rights.** The Odas own 35 shares of GVIC water. The City will receive 25 shares with the first lease payment and 10 shares with the final payment.
- **Non-Appropriation of Funds.** If the City fails, for any reason, to specifically budget and appropriate funds to make the specified payments, the Oda's sole recourse will be to terminate the lease.

Short Term Utilization: Funds have not been budgeted to fence or otherwise make immediate use of the property. Staff recommends the City first annex the property, complete the zone of annexation, then develop a plan and budget for short term utilization. The short term plan will need to dovetail with a long-term master plan, both of which will require various levels of review and permitting from the Community Development Department. Meanwhile, staff is developing options for either performing basic maintenance or leasing the property for continued farming.

Whether the City will implement the Strategic Plan within the recommended timeframes is uncertain; however, purchasing the Oda property at this time is an excellent opportunity if the City is committed to maintaining an Operations Center from one principal location: the property is available, it is the only property upon which the Operations Center may grow, a reasonable purchase arrangement has been negotiated and funds for the lease/purchase have been appropriated.

Action Requested/Recommendation: Pass and Adopt Resolution authorizing the City to enter into a Lease and Purchase Agreement with Buck S. Oda and Yoshita Oda.

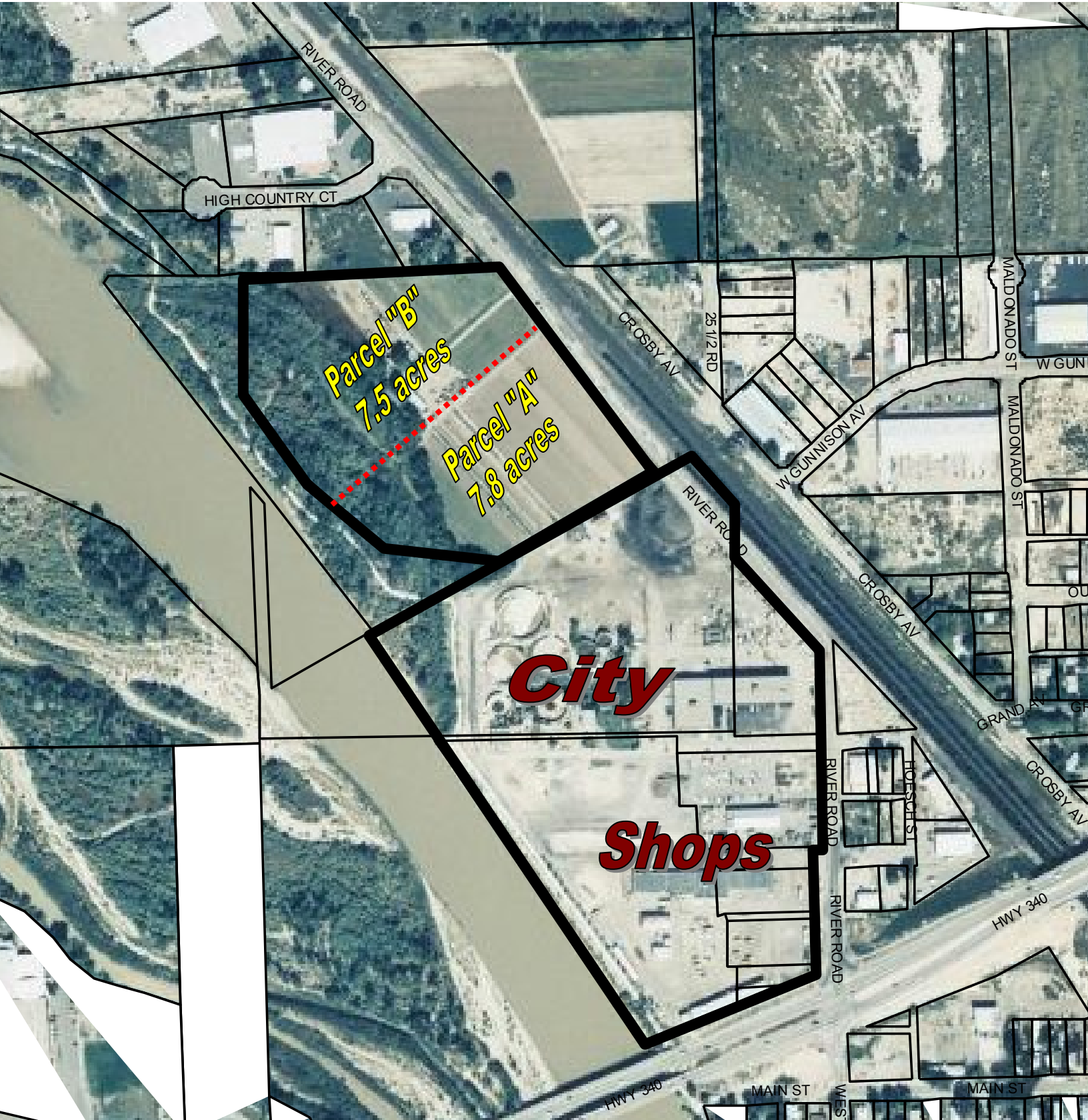
Attachments: Vicinity Map; Resolution; Lease and Purchase Agreement; Site Plan.

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

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

NORTH



Parcel "B"
7.5 acres

Parcel "A"
7.8 acres

City

Shops

RESOLUTION NO. _____

**AUTHORIZING THE LEASE AND PURCHASE BY THE CITY
OF CERTAIN REAL PROPERTY OWNED BY
BUCK S. ODA AND YO ODA**

WHEREAS, the City has negotiated an agreement to Lease and Purchase certain real property in the County of Mesa, State of Colorado, owned by Buck S. Oda and Yo Oda; and

WHEREAS, the City Council deems it necessary and appropriate that the City lease and purchase said property together with all improvements thereon and appurtenant thereto.

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

1. All actions heretofore taken by the officers, employees and agents of the City pertaining to the lease and purchase of the subject property which are consistent with the provisions of the attached Lease and Purchase Agreement are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of the sums of money as more fully set forth in the attached Lease and Purchase Agreement.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary and appropriate to effectuate the provisions of this Resolution and the attached Lease and Purchase Agreement.

PASSED and ADOPTED this 5th day of December, 2001

Attest:

President of the Council

City Clerk

LEASE AND PURCHASE AGREEMENT

THIS LEASE AND PURCHASE AGREEMENT ("Agreement") is made and entered as of the 5th day of December, 2001, by and between Buck S. Oda and Yo Oda, husband and wife, hereinafter referred to as "the Odas", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS

A. The Odas represent that they are the owners, as Joint Tenants, of that certain real property in Mesa County, Colorado, as described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated herein by reference which, together with all improvements thereon and all rights, privileges and appurtenances related thereto, including, but not limited to, 35 shares of Capital Stock in the Grand Valley Irrigation Company, is hereinafter referred to as "the Property".

B. The Odas desire to lease and sell the Property to the City, and the City desires to lease and purchase the Property from the Odas, pursuant to the terms and conditions of this Agreement.

C. For the purposes of this Agreement, the southernmost 7.827 acres of the Property, as described in **Exhibit "C"** and depicted in **Exhibit "D"** attached hereto and incorporated herein by reference, is referred to as Parcel "A"; the northernmost 7.474 acres of the Property, as described in **Exhibit "E"** and depicted in **Exhibit "F"** attached hereto and incorporated herein by reference, is referred to as Parcel "B".

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Grant of Lease. The Odas hereby lease Parcel "A" to the City, and the City hereby leases Parcel "A" from the Odas.

2. Duration of Lease Term.

2.1 The term of this Lease shall commence on December 3, 2001, and, unless earlier terminated pursuant to Section 3, shall continue through January 2, 2004, at which time one of the following events shall occur:

(a) The City may exercise its right and option to purchase Parcel "A" pursuant to Section 8 hereof, or

(b) The City may determine to not exercise its right and option to purchase Parcel "A", in which event this lease shall automatically terminate.

3. City's Right to Terminate Lease. The City's obligation to continue with this Lease during the term set forth in Section 2 is expressly contingent upon the City Council of the City budgeting and appropriating money to pay the rentals specified in Section 4 hereof. If the City Council fails, for any reason, to specifically budget and appropriate money to pay such rentals and if the City subsequently fails to pay such rentals when due, this Lease shall automatically terminate and the City shall be relieved from all duties and obligations contained in this Agreement. The parties agree and understand that the exercise of the City's option to terminate this Lease shall be conclusively determined by whether or not the City Council has specifically budgeted and appropriated money to pay the rentals specified in Section 4.

4. Rent.

4.1 Subject to the provisions of Section 3, the City agrees to pay to the Odas the following sums of money as rental and part payments for the purchase of the Property:

Payment No.	Payment Date	Principal	Interest	Total Payment
1	December 14, 2001	\$ 50,000	\$ 0.00	\$ 50,000
2	January 4, 2002	\$ 50,000	\$ 0.00	\$ 50,000
3	January 3, 2003	\$ 26,000	\$ 24,000	\$ 50,000
4	January 2, 2004	\$ 27,560	\$ 22,440	\$ 50,000
5	January 3, 2005	\$ <u>346,440</u>	\$ <u>20,786</u>	\$ <u>367,226</u>
TOTALS		\$ 500,000	\$ 67,226	\$ 567,226

5. City's Use of Parcel "A" / Additional Conveyances.

5.1 During the term of this Lease the City shall have the full and exclusive right to fence, use, occupy and quietly enjoy Parcel "A" for any purpose, including, but not limited to, the installation, operation, maintenance, repair, restoration and removal of any type of above-ground and below-ground buildings and infrastructure, together with the right to alter the topography, grade or slope of Parcel "A" as the City may, in its sole discretion, determine to be necessary or appropriate.

5.2 Concurrent with the delivery of Payment No. 1 by the City to the Odas, the Odas shall:

(a) execute and deliver to the City a Petition, substantially in the form provided in **Exhibit "G"** attached hereto and incorporated herein by reference, requesting that the Property be annexed into the Grand Junction city limits; and

(b) assign and transfer to the City 25 shares of capital stock in the Grand Valley Irrigation Company.

5.3 The City has budgeted funds for and is in the process of developing engineering plans for the purposes of widening and improving River Road located adjacent to the

Property. In the event the City requires additional right-of-way and/or easements from the Property to accommodate facilities related to the River Road widening and improvement project, the Odas shall execute all documents which are necessary and appropriate to dedicate said additional right-of-way and/or easements to the City at no cost to the City; provided, however, that the City shall pay all closing costs and recording fees related and/or incidental to the conveyance of any additional right-of-way and/or easements.

6. Ownership of Improvements. All improvements placed on or attached to Parcel "A" shall remain the property of the City and the City shall be permitted to remove such improvements in the event this Lease is terminated (other than by exercise of the option to purchase). In the event this Lease is terminated and the City removes its improvements, the City shall restore Parcel "A" to a condition which is reasonably comparable to the condition which existed prior to the City taking possession of Parcel "A".

7. Destruction. If, during the term of this Lease, Parcel "A" is damaged due to fire, flood, or other casualty, or if Parcel "A" is damaged or deteriorates to the extent where it is no longer functional for the purposes of the City, the Odas shall have no obligation to repair Parcel "A" nor to otherwise make Parcel "A" usable or occupiable; damages shall be at the City's risk; provided, however, that in the event Parcel "A" is damaged or deteriorates to the extent where it is no longer functional for the purposes of the City, the City may, at its option, terminate the Lease by giving notice to the Odas that this Lease is to be terminated. Termination shall be effective sixty (60) days following the date of the notice of termination.

8. Grant of Option.
8.1 The Odas hereby grant and convey to the City the sole, exclusive and irrevocable right to purchase the Property in accordance with the terms and conditions of this Section 8.

8.2 Concurrent with the delivery of Payment No. 4 as set forth in Section 4, the Odas shall execute and deliver to the City a good and sufficient General Warranty Deed, conveying Parcel "A" free and clear of all taxes, liens and encumbrances. The parties agree and understand that the accumulated sum of Payments 1, 2, 3 and 4 (\$200,000.00) shall fully and completely compensate the Odas for the conveyance of fee simple absolute title in and to Parcel "A".

8.3 Concurrent with the delivery of Payment No. 5, the Odas shall execute and deliver to the City a good and sufficient General Warranty Deed, conveying Parcel "B" of the Property, together with 10 shares of capital stock in the Grand Valley Irrigation Company, free and clear of all taxes, liens and encumbrances. The parties agree and understand that the total sum of Payment 5 (\$367,226.40) shall fully and completely compensate the Odas for the conveyance of fee simple absolute title in and to Parcel "B".

9. Assignment. The City shall have the right to, sublet, assign or transfer any and/or all of its interests pursuant to this Agreement without the prior written consent of the Odas.

10. Fees or Commissions. The parties to this Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease and Purchase Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The Odas and the City each agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Agreement.

11. Legal Counsel / Interpretation. Each party has obtained the advise of its own legal and tax counsel and, therefore, the rule of construing ambiguities against the drafter shall have no application to this Agreement.

12. Notices.

12.1 All notices to be given with respect to this Agreement shall be in writing delivered either by United States mail or Express mail, postage prepaid, by facsimile transmission, personally by hand or courier service, as follows:

To the City: City of Grand Junction
 c/o Real Estate Manger
 250 North 5th Street
 Grand Junction, Colorado 81501-2668
 Fax: (970) 256-4022

To the Odas: Buck S. Oda and Yo Oda
 2561 River Road
 Grand Junction, Colorado 81505-7251
 Fax: (970) _____

12.2 All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. Consent / Memorandum.

13.1 This entire Agreement and the City's obligation to proceed under its terms is expressly contingent upon the consent approval of the Grand Junction City Council. In the event such approval is not obtained on or before November 21, 2001, this Agreement shall be automatically void and of no effect.

13.2 Concurrent with the execution of this Agreement, the parties shall execute a memorandum substantially in the form provided in **Exhibit "H"** attached hereto and incorporated herein by reference, which memorandum shall be recorded in the office of the Mesa County Clerk and Recorder to provide notice of the existence of this Agreement.

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

The parties hereto have each executed and entered into this Lease and Purchase Agreement as of the day and year first above written.

Attest: For the City of Grand Junction,
a Colorado home rule municipality

City Clerk City Manager

Buck S. Oda Yo Oda

Exhibit "A"

Legal Description of "the Property"

Beginning at the SE Corner of Lot 2, being the fractional SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence North along the East line of Lot 2 698.45 feet to the line of the right of way of the Denver and Rio Grande Western Railway, 50 feet at right angles from track center; thence North 40°44' West (variation 14°38' East) along said right of way 131 feet to a center sandstone with a cross cut in the top, 20x8x5 inches in dimension, which is the point of beginning; thence running South 61°33' West 9.44 chains to a limestone rock 18x4x3 inches in dimension with a cross cut on top, having been set 589.1 feet from place of beginning to verify and establish this line; thence North 79°51' West 7.48 chains; thence North 61° West 1.60 chains; thence North 37°50' West 1.15 chains; thence North 51° East 14.45 chains; thence South 40°44' East 10.02 chains to place of beginning,

AND ALSO

Beginning at the NW Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence East 737 feet, more or less, to the right of way of the Rio Grande Western Railroad 100 feet at right angles from the center of the main track; thence South 40°44' East along said right of way 80 feet, more or less, to the corner of the tract of land formerly owned by Henry Lotz; thence South 51°00' West 1020 feet, more or less, to the Grand River, thence Northwesterly, along the bank of the Grand River to its intersection with the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; thence North along the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15 to beginning,

EXCEPTING FROM said Property that portion thereof conveyed to the City of Grand Junction by instrument recorded January 10, 1994, in Book 2040 at Page 522.

Also known by Mesa County Tax Schedule Number 2945-152-00-096

NORTH



Exhibit "B"

Depiction of "the Property"



Exhibit "C"

Legal Description of Parcel "A"

Commencing at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said point being a 3-inch Aluminum BLM disc set in concrete, and considering the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15 to bear S 89°58'20" E with all bearings contained herein being relative thereto; thence S 89°58'20" E along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15, said line being common with the South line of High Country Business Park as recorded in Plat Book 13 at Page 271 in the office of the Mesa County Clerk and Recorder, a distance of 719.42 feet to a point on the westerly line of the open, used and historic right-of-way for River Road as laid out and now in use; thence S 32°38'09" E along said right-of-way line a distance of 97.74 feet to the Northerly point of that certain parcel of land described in that certain Order of Taking as described by instrument recorded in Book 41 at Page 66 in the office of the Mesa County Clerk and Recorder, said instrument having established and ordered right-of-way for River Road; thence S 34°46'34" E along the westerly right-of-way line for River Road as established by said Order of Taking a distance of 39.95 feet to the True Point of Beginning;

thence along the westerly right-of-way line for River Road as aforesaid the following two (2) courses:

1. S 34°46'34" E a distance of 330.65 feet;
2. S 41°05'34" E a distance of 266.35 feet to a point being a 5/8-inch iron rod with an illegible plastic cap, said point marking the Northeasterly Corner of that certain property surveyed and described by Armstrong Engineers dated November 13, 1979, and titled "Job Number 792602;

thence S 61°14'26" W along the Northerly line of said surveyed property a distance of 514.99 feet to a point which is the intersection of said Northerly line with the Easterly boundary line of that certain tract or parcel of land described by instrument recorded in Book 2040 at Page 522 in the office of the Mesa County Clerk and Recorder;

thence along the Easterly boundary line of said tract or parcel of land the following two (2) courses:

1. N 79°49'25" W a distance of 332.40 feet;
2. N 47°35'39" W a distance of 192.00 feet;

thence leaving said line, N 46°18'28" E a distance of 769.98 feet, more or less, to the Point of Beginning,

containing 340,947.97 square feet (7.827 acres), more or less, as described.

Exhibit "D"

Depiction of Parcel "A"

NORTH



Exhibit "E"

Legal Description of Parcel "B"

Beginning at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said point being a 3-inch Aluminum BLM disc set in concrete, and considering the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15 to bear S 89°58'20" E with all bearings contained herein being relative thereto;

thence S 89°58'20" E along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15, said line also being the South line of High Country Business Park as recorded in Plat Book 13 at Page 271 in the office of the Mesa County Clerk and Recorder, a distance of 719.42 feet to a point on the westerly line of the open, used historic right-of-way for River Road as laid out and now in use;

thence S 32°38'09" E along said right-of-way line a distance of 97.74 feet to the Northerly point of that certain parcel of land described in that certain Order of Taking as described by instrument recorded in Book 41 at Page 66 in the office of the Mesa County Clerk and Recorder, said instrument having established and ordered right-of-way for River Road; thence S 34°46'34" E along the westerly right-of-way line for River Road as established by said Order of Taking a distance of 39.95 feet

thence leaving said right-of-way line, S 46°18'28" W a distance of 769.98 feet to a point on the Easterly boundary line of that certain tract or parcel of land described by instrument recorded in Book 2040 at Page 522 in the office of the Mesa County Clerk and Recorder;

thence along the Easterly boundary line of said tract or parcel of land the following three (3) courses:

1. N 47°35'39" W a distance of 119.22 feet;
2. N 33°47'25" W a distance of 265.31 feet;
3. N 00°01'35" E a distance of 342.22 feet, more or less, to the Point of Beginning,

containing 325,545.97 square feet (7.474 acres), more or less, as described.

Exhibit "F"

Depiction of Parcel "B"

NORTH



Exhibit "G"

Petition for Annexation

STATE OF COLORADO)

)SS

COUNTY OF MESA)

Buck S. Oda, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

Buck S. Oda

Subscribed and sworn to before me this _____ day of _____, 2001.

Witness my hand and official seal.

Notary Public

Address

My commission expires: _____

Exhibit "G" continued on next page

Exhibit "G" continued

**ODA ANNEXATION
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcel to the said City:

ADDRESS: 2561 River Road
Tax Parcel No: 2945-152-00-096

See Attached Exhibit A

This foregoing description describes the parcel; the perimeter boundary descriptions, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Oda Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

Buck S. Oda & Yo Oda

2561 River Road

/

SIGNATURES
DATE

Exhibit "G" continued on next page

Exhibit "G" continued

Exhibit A (to Exhibit "G")

Beginning at the SE Corner of Lot 2, being the fractional SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence North along the East line of Lot 2 698.45 feet to the line of the right of way of the Denver and Rio Grande Western Railway, 50 feet at right angles from track center; thence North 40°44' West (variation 14°38' East) along said right of way 131 feet to a center sandstone with a cross cut in the top, 20x8x5 inches in dimension, which is the point of beginning; thence running South 61°33' West 9.44 chains to a limestone rock 18x4x3 inches in dimension with a cross cut on top, having been set 589.1 feet from place of beginning to verify and establish this line; thence North 79°51' West 7.48 chains; thence North 61° West 1.60 chains; thence North 37°50' West 1.15 chains; thence North 51° East 14.45 chains; thence South 40°44' East 10.02 chains to place of beginning,

AND ALSO

Beginning at the NW Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence East 737 feet, more or less, to the right of way of the Rio Grande Western Railroad 100 feet at right angles from the center of the main track; thence South 40°44' East along said right of way 80 feet, more or less, to the corner of the tract of land formerly owned by Henry Lotz; thence South 51°00' West 1020 feet, more or less, to the Grand River, thence Northwesterly, along the bank of the Grand River to its intersection with the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; thence North along the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15 to beginning,

EXCEPTING FROM said Property that portion thereof conveyed to the City of Grand Junction by instrument recorded January 10, 1994, in Book 2040 at Page 522.

End of Exhibit "G"

Exhibit "H"

Memorandum of Lease

This is the memorandum of that certain unrecorded Lease dated December 5, 2001, between Buck S. Oda and Yo Oda, Lessors, and the City of Grand Junction, a Colorado home rule municipality, Lessee, concerning the premises described in Exhibit A attached hereto and made a part hereof by this reference, being a part of Mesa County Assessor's Tax Parcel No. 2945-152-00-096. The premises consist of 7.827 acres of vacant land.

Lessors have leased to Lessee the full and exclusive right to use and occupy the premises for the term and under the provisions contained in the above-mentioned unrecorded lease.

The term of the lease commences December 5, 2001, and ends January 2, 2004. Lessee has an option to purchase the premises, together with an additional 7.474 acres being a part of Mesa County Assessor's Tax Parcel No. 2945-152-00-096.

This memorandum is not a complete summary of the lease. Provisions in this memorandum shall not be used in interpreting the lease provisions. In the event of conflict between this memorandum and the unrecorded lease, the unrecorded lease shall control.

In witness whereof, the parties to this memorandum and the unrecorded lease have caused it to be executed in Grand Junction, Colorado, as of the 3rd day of December, 2001.

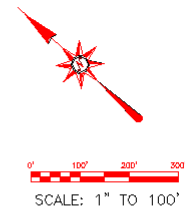
Lessee:
CITY OF GRAND JUNCTION
250 North 5th Street
Grand Junction, CO 81501

Lessors:
BUCK S. ODA and YO ODA
2561 River Road
Grand Junction, CO 81505

Tim Woodmansee,
Real Estate Manager

Buck S. Oda

Yo Oda



NOTES:

1. INFORMATION FOR MAPPING OBTAINED FROM CITY OF GRAND JUNCTION AND MESA COUNTY GEOSPATIAL INFORMATION SYSTEM (GIS). THE GIS INFORMATION INCLUDES PROPERTY BOUNDARIES, TAX SCHEDULE NUMBERS, SANITARY SEWER, STORM SEWER, AND WATER LINES, BUILDINGS, STRUCTURES, AND ELEVATION INFORMATION FROM ORTHOPHOTOREGISTRY FLOWN IN 1997 BY THE CITY OF GRAND JUNCTION AND MESA COUNTY.

REFERENCES:
 CITY OF GRAND JUNCTION AND MESA COUNTY GIS.
 FEMA MAPPING.
 ORTHOPHOTOREGISTRY FLOWN 1997 BY CITY OF GRAND JUNCTION AND MESA COUNTY.
 PUBLIC SERVICE.
 UTE WATER.

- LEGEND:
- EXISTING BUILDING
 - CONCRETE
 - FIRE HYDRANT
 - WATERLINE
 - SEWER MANHOLE
 - S.S. SANITARY SEWERLINE
 - FENCE
 - ELEVATION CONTOUR
 - PARCEL BOUNDARY
 - USABLE AREA BOUNDARY
 - OVERHEAD ELECTRIC
 - POSSIBLE RELIANT AREA REQUIRED
 - POSSIBLE RELIANT INTERSECTION
 - PROPOSED BUILDING
 - EXISTING TO REMAIN

USABLE AREA	
USABLE AREA 'A'	108,314.00
USABLE AREA 'B'	124,000.00
TOTAL	232,314.00

	PROJECT: S:\106\COLORADO\0106\016-C-DWG			
	CITY SHOPS SITE PLAN SITE #1			
CITY OF GRAND JUNCTION				
Drawn: TAB Date: 5/20/11	Checked: JAB Date: 5/20/11	Project: 0106	Sheet: 1 of 1	

**Attach 13
2002 Annual Appropriation**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Annual Appropriation Ordinance, 2nd Reading	
Meeting Date:	December 5, 2001	
Date Prepared:	November 20, 2001	
Author:	Lanny Paulson	Budget & Accounting Manager
Presenter Name:	Ron Lappi	Administrative Services Director
	Workshop	X Formal Agenda

Subject: Annual Appropriation Ordinance for the budget year 2002.

Summary: The total appropriation for all accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$92,804,708. Although not a planned expenditure, an additional \$2,250,000 is appropriated as a emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Background Information: The budget, by fund, is as presented to, and modified by, the City Council at the Budget Workshop on Saturday October 27, 2001 and includes the current budget projections for the DDA.

Budget: Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance.

Action Requested/Recommendation: A Public Hearing and Adoption of the appropriation ordinance.

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:
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop

Ordinance No. _____

THE ANNUAL APPROPRIATION ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, THE RIDGES METROPOLITAN DISTRICT, AND THE GRAND JUNCTION WEST WATER AND SANITATION DISTRICT, FOR THE YEAR BEGINNING JANUARY 1, 2002, AND ENDING DECEMBER 31, 2002.

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2002, and ending December 31, 2002, said sums to be derived from the various accounting funds as indicated for the expenditures of:

FUND NAME	FUND #	APPROPRIATION	Emergency Reserve
General	100	\$ 38,807,154	\$ 2,250,000
Enhanced 911 Special Revenue	101	\$ 1,085,885	
Visitor & Convention Bureau	102	\$ 1,291,534	
DDA Operations	103	\$ 225,000	
CDBG Special Revenue	104	\$ 400,000	
Parkland Expansion	105	\$ 503,813	
Wood Stove Replacement Incentive	106	\$ 25,000	
Golf Course Expansion	107	\$ 177,408	
Economic Development	108	\$ 450,000	
TIF Pledged Revenue	109	\$ 578,255	
Sales Tax CIP	201	\$ 11,824,359	
Storm Drainage Improvement	202	\$ 1,294,687	
DDA/TIF/Capital Improvement	203	\$ 600,000	
Future Street Improvements	207	\$ 350,000	
Water	301	\$ 5,902,234	
Solid Waste	302	\$ 2,180,995	
Two Rivers Convention Center	303	\$ 1,602,001	
Swimming Pools	304	\$ 738,626	
Lincoln Park Golf Course	305	\$ 629,584	
Tiara Rado Golf Course	306	\$ 1,348,085	
City Cemeteries	307	\$ 333,976	
Parking	308	\$ 154,666	
Irrigation	309	\$ 177,199	
Data Processing	401	\$ 1,824,717	
Equipment	402	\$ 2,401,276	
Stores	403	\$ 228,556	
Self Insurance	404	\$ 1,018,130	
Communications Center	405	\$ 2,956,900	
General Debt Service	610	\$ 42,000	
TIF Debt Service	611	\$ 528,255	

(Continued from Page 1)		
GJWWSD Debt Service	612	\$ 147,424
Ridges Metro District Debt Service	613	\$ 225,318
Grand Junction Public Finance Corp	614	\$ 288,813
Parks Improvement Advisory Board	703	\$ 75,525
Cemetery Perpetual Care	704	\$ 62,000
Joint Sewer System	900	\$ 12,325,333
TOTAL ALL FUNDS		\$ 92,804,708
		\$ 2,250,000

SECTION 2. The following amounts are hereby levied for collection in the year 2002 and for the specific purpose indicated:

	Millage Rate	Amount Levied
For General Fund	8.000	\$3,527,577
Temporary Credit	0.556	-\$245,084
For Ridges Metropolitan District Fund		
District #1	10.000	\$102,809
District #2	150.000	\$3,582
For Grand Junction West Water & Sanitation District Fund	7.500	\$71,604
For Downtown Development Authority	5.000	\$126,045
Temporary Credit	0.482	-\$12,135

SECTION 3. That commencing January 1, 2002, the annual salary for the City Manager of the City of Grand Junction, Colorado, shall be \$ 100,000.

INTRODUCED AND ORDERED PUBLISHED this 21st day of November, 2001.

PASSED AND ADOPTED this 5th day of December, 2001.

Attest:

President of the Council

City Clerk

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE BUDGET FOR THE PURPOSE OF DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEARS ENDING DECEMBER 31, 2002 AND 2003.

WHEREAS, In accordance with the provisions of Section 59 of the Charter of the City of Grand Junction, the City Manager has submitted to the City Council a budget estimate of the revenues and expenditures of conducting the affairs of the City of Grand Junction for the fiscal years ending December 31, 2002 and 2003; and

WHEREAS, after full and final consideration of the budget estimates, the City Council is of the opinion that the budget should be approved and adopted:

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

That the budget estimate of the revenues and expenses of conducting the affairs of said City for the fiscal years ending December 31, 2002 and 2003, as submitted by the City Manager, be and the same is hereby adopted and approved for defraying the expense of and the liabilities against the City of Grand Junction, Colorado, for the fiscal years ending December 31, 2002 and 2003.

Day of December 2001.

ADOPTED AND APPROVED THIS 5th

APPROVED:

President of the Council

ATTEST:

City Clerk

Attach 14

Bond or Loan Proceeds from TIF

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	A Resolution Establishing the City Policy on the Use of Bond or Loan Proceeds from TIF Financing		
Meeting Date:	December 5, 2001		
Date Prepared:	November 27, 2001		
Author:	Ron Lappi	Title: Admin. Srvs. Director	
Presenter Name:	Ron Lappi	Title: Admin. Srvs. Director	
	Workshop	X	Formal Agenda

Subject: A Resolution establishing the City of Grand Junction Policy relative to the use of bond and loan proceeds from the Tax Increment Financed Debt issued by the City of Grand Junction.

Summary: The resolution formally establishes the policy and guidelines to be followed by the Downtown Development Authority and City staff in spending TIF borrowed proceeds for capital projects and their related administrative costs. It also sets out in some detail what are considered appropriate administrative costs and those that are not based on City of Grand Junction policies and practices.

Background Information: During the budget presentation by the DDA Board of Directors represented by their Chairperson and Vice Chair on November 19, 2001 certain policy questions were raised relative to the use of bond proceeds and the administrative costs of capital projects funded with bond or loan proceeds. Those two questions were clearly answered by the City Council at the pre-meeting on November 21, 2001 and staff was directed to prepare this resolution to clearly establish the answers to the two questions posed.

Budget: The establishment of this policy guides how the funds should be spent and has no direct budget impact; if less funds are spent on administrative costs then more money will be spent on actual capital projects.

Action Requested/Recommendation: Approve the Resolution

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:	Jan 2003
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop

RESOLUTION NO _____

**A RESOLUTION ESTABLISHING THE CITY OF GRAND JUNCTION POLICY
RELATIVE TO THE USE OF BOND AND LOAN PROCEEDS FROM THE TAX
INCREMENT FINANCED DEBT ISSUED BY THE CITY OF GRAND JUNCTION**

Recitals:

During the recent budget presentation to the City Council by the DDA Board of Directors represented by their Chairperson and Vice Chair, several issues were raised and discussion took place as to the appropriate use of Tax Increment Financed (TIF) loan or bond proceeds. The City Council at the conclusion of that meeting on November 19, 2001 directed staff to develop a policy statement including some alternatives for the consideration of the City Council. They believed a policy statement was needed to clearly direct the DDA board and City staff on what the appropriate use of borrowed proceeds will be in the City of Grand Junction, Tax Increment District. The City has issued bonds four different times over the past twenty years to provide capital improvement resources to the district and deposited into the DDA/TIF Capital Fund. The monies in the capital fund have been used for various capital improvements and a portion has been transferred to the DDA operating fund for administrative costs of those funded capital projects. From time to time the amount transferred for administration has been based on a flat percentage of the bonds proceeds or submitted costs of specific project administration or some combination of the two. It has varied from 5%, 10% or actual documented costs over this period.

The original ballot question approved by the voters on August 3, 1982 authorized the creation of the TIF and issuance of debt...”for the purpose of providing public improvements designed to improve traffic and pedestrian circulation within the downtown area, including, but not limited to, property acquisition for off-street parking, off-street surface and structure parking development, right-of-way acquisition, alleyway improvements, channelization, paving, curb and gutter improvements, landscaping, and traffic signal and control facilities...”. Each of the four bond issues over the past twenty years identified specific projects to be built with the bond proceeds from that issue, in keeping with the purpose authorized by the voters.

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

- a. All bond and loan proceeds from Tax Increment Financing from time to time shall be used for capital improvement projects as authorized by the bond documents or City Council, in accordance with City policies and practices (including the direct administrative costs of those projects).

- b. The above bond and loan proceeds can only be spent on those administrative costs directly attributable to each capital improvement project, in accordance with City policies and practices attached as Exhibit A. {These project administrative costs are eligible for reimbursement from capital funds to the DDA Operating fund as periodically documented by the DDA staff and submitted to the City.}

Adopted by the City Council this _____ day of _____, 2001

President of the Council

ATTEST:

City Clerk

CITY OF GRAND JUNCTION

**POLICIES AND PRACTICES ON ALLOWED CAPITAL
PROJECTS ADMINISTRATIVE COSTS**

(December 5, 2001)

Expenditures Not Included:

The cost of a capital project should not include the costs of operation or maintenance of a facility; including streets, parks, plants, buildings, pump stations, fountains, parking lots, pools, ball fields etc. It is also a City policy to not charge to any capital project any organizational overhead within a division, department or fund; such as staff time in budgeting, accounting, purchasing, legal advice, employee hiring and administration costs (HR), manager and supervisor time over direct project workers, etc.

Expenditures That Are Included:

All project direct costs of labor, equipment use and materials that become a part of the completed capital project are included in the costs of a project. All equipment and fixtures that become a permanent part of the facility, and furniture and equipment specifically budgeted as part of the capital project. All engineering, inspection and testing costs are included regardless of whether they are accomplished through contracts or in house employee labor. All contracts that are associated with the project are eligible including design, testing, project management, drafting, engineering, land acquisition, environmental testing, demolition, and new construction. On site utilities utilized by construction crews are an eligible project cost. Costs of a project manager directly assigned to the project (either contracted or in house employee) that supervises the work of others through employees and/or subcontractors. Costs associated with bidding and contract awarding such as: duplicating bid specifications, contracts, blue prints, drawings, postage etc., but not the staff time if handled through the City's central purchasing staff. Transportation costs associated with bringing materials and equipment to the job site, whether or not done by contract, common carrier or in house equipment and labor.

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution Authorizing a Loan to the DDA/TIF Capital Fund		
Meeting Date:	December 5, 2001		
Date Prepared:	November 21, 2001		
Author:	Ron Lappi	Title: Admin Svcs Director	
Presenter Name:	Kelly Arnold	Title: City Manager	
	Workshop	X	Formal Agenda

Subject: A Resolution authorizing a line of credit loan of up to \$600,000 to the DDA/TIF Capital Improvement Fund to be used for various capital improvements.

Summary: Since the TIF district already has a significant amount of debt outstanding totaling \$2,535,000, a short-term line of credit from the City's pooled cash and investment program is being requested in-lieu of issuing additional public debt at this time. Any additional debt issued at this time would be subordinate to both outstanding bond issues, would have to be relatively small in size, and overall not be a very cost-effective move. The outstanding debt has a current average interest rate of 4.48%, and it would not be fiscally responsible to borrow at a higher rate to defease this debt.

Background Information: The last of the TIF capital funds borrowed in 1999, are being spent in 2001 on their commitment to the Two Rivers Convention Center remodel project. The DDA would still like to be able to accomplish some capital projects before it becomes fiscally prudent to issue an additional replacement bond issue to run until the end of the TIF authorization period of 2006. All amounts borrowed on the authorized line of credit will be deposited in the TIF Capital Fund and will be repaid with interest from the Tax Increment Fund revenues.

Budget: No amounts will be borrowed without specific written requests with the Capital Projects identified, submitted to and approved by the City Manager. All amounts borrowed will have interest at the City's estimated annual return from the pooled investment program for the current year of borrowing.

Action Requested/Recommendation: Approve the attached resolution authorizing the \$600,000 line of credit loan effective January 1, 2002 through December 31, 2003 to the DDA/TIF capital fund.

Citizen Presentation:	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes	If Yes,
Name:	DDA Board Member				
Purpose:	To formally request the action.				

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

RESOLUTION NO _____

A RESOLUTION AUTHORIZING A LINE OF CREDIT LOAN OF UP TO \$600,000 TO THE DDA/TIF CAPITAL IMPROVEMENT FUND FOR A PERIOD BEGINNING JANUARY 1, 2002 THROUGH DECEMBER 31, 2003

Recitals.

The Downtown Development Authority has requested a line of credit loan of up to \$600,000 to be used for capital improvements in the plan of development area of the Tax Increment Financing District for various projects over the next two years. Two significant bond issues authorized by the City on behalf of the TIF district are still outstanding with balances of \$1,575,000 from the 1999 issue and a balance still owing on the 1996 issue of \$960,000. Any additional public bond offerings at this time may not receive a favorable interest rate since they would be subordinate to both previous bond issues and insufficient annual cash flows. Therefore, it is in the City and DDA's best interest to authorize a short-term loan arrangement to the TIF capital fund from the City's pool of cash and investments. It appears that by late 2003 or early 2004, the debt service fund and revenue fund combined should have sufficient resources to pay off all outstanding bonded debt through a defeasance and issue a significant bond issue through 2006 (last authorized year of the TIF) with a first and only priority claim on the tax increment cash flows. Any drawdowns on this line of credit will be paid in full with interest no later than the time of the next borrowing.

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

The City Manager and the Administrative Services and Finance Director are hereby authorized to loan up to \$600,000 to the TIF capital improvement fund. Requests for funds may be accompanied by the "Line of Credit Drawdown Request Form" attached as Exhibit "A".

Said loan to be repaid in full on or before December 31, 2003 at approximately 6% interest, the estimated average rate of return on our internal capital over the next two years.

The loan is to be used for capital improvements and DDA administrative costs of said capital improvements as requested from time to time by the DDA Board and approved by the City Manager in accordance with City Council policy as adopted by Resolution No. 130-01 and attached hereto as Exhibit "B".

Adopted by the City Council this 5th day of December, 2001.

President of the Council
 ATTEST:

City Clerk

Exhibit A

City of Grand Junction
Line of Credit Drawdown Request Form

Resolution No. _____ Authorizing a Loan to the DDA/TIF Capital Fund

Project	Cost
	\$
	\$
	\$
	\$
	\$

	\$
	\$
Original Amount Authorized	\$ 600,000.00
Previous Drawdowns	\$
Current Balance	\$
Current Request	\$

Requested:

Approved:

 DDA Board
 Date

 Date City Manager

RESOLUTION NO 130-01

A RESOLUTION ESTABLISHING THE CITY OF GRAND JUNCTION POLICY RELATIVE TO THE USE OF BOND AND LOAN PROCEEDS FROM THE TAX INCREMENT FINANCED DEBT ISSUED BY THE CITY OF GRAND JUNCTION

Recitals:

During the recent budget presentation to the City Council by the DDA Board of Directors represented by their Chairperson and Vice Chair, several issues were raised and discussion took place as to the appropriate use of Tax Increment Financed (TIF) loan or bond proceeds. The City Council at the conclusion of that meeting on November 19, 2001 directed staff to develop a policy statement including some alternatives for the consideration of the City Council. They believed a policy statement was needed to clearly direct the DDA board and City staff on what the appropriate use of borrowed proceeds will be in the City of Grand Junction, Tax Increment District. The City has issued bonds four different times over the past twenty years to provide capital improvement resources to the district and deposited into the DDA/TIF Capital Fund. The monies in the capital fund have been used for various capital improvements and a portion has been transferred to the DDA operating fund for administrative costs of those funded capital projects. From time to time the amount transferred for administration has been based on a flat percentage of the bonds proceeds or submitted costs of specific project administration or some combination of the two. It has varied from 5%, 10% or actual documented costs over this period.

The original ballot question approved by the voters on August 3, 1982 authorized the creation of the TIF and issuance of debt..."for the purpose of providing public improvements designed to improve traffic and pedestrian circulation within the downtown area, including, but not limited to, property acquisition for off-street parking, off-street surface and structure parking development, right-of-way acquisition, alleyway improvements, channelization, paving, curb and gutter improvements, landscaping, and traffic signal and control facilities...". Each of the four bond issues over the past twenty years identified specific projects to be built with the bond proceeds from that issue, in keeping with the purpose authorized by the voters.

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

- a. All bond and loan proceeds from Tax Increment Financing from time to time shall be used for capital improvement projects as authorized by the bond documents or City Council, in

accordance with City policies and practices (including the direct administrative costs of those projects).

- b. The above bond and loan proceeds can only be spent on those administrative costs directly attributable to each capital improvement project, in accordance with City policies and practices attached as Exhibit A. {These project administrative costs are eligible for reimbursement from capital funds to the DDA Operating fund as periodically documented by the DDA staff and submitted to the City.}

Adopted by the City Council this 5th day of December, 2001

President of the Council

ATTEST:

City Clerk

CITY OF GRAND JUNCTION

**POLICIES AND PRACTICES ON ALLOWED CAPITAL PROJECTS
ADMINISTRATIVE COSTS
(December 5, 2001)**

Expenditures Not Included:

The cost of a capital project should not include the costs of operation or maintenance of a facility; including streets, parks, plants, buildings, pump stations, fountains, parking lots, pools, ball fields etc. It is also a City policy to not charge to any capital project any organizational overhead within a division, department or fund; such as staff time in budgeting, accounting, purchasing, legal advice, employee hiring and administration costs (HR), manager and supervisor time over direct project workers, etc.

Expenditures That Are Included:

All project direct costs of labor, equipment use and materials that become a part of the completed capital project are included in the costs of a project. All equipment and fixtures that become a permanent part of the facility, and furniture and equipment specifically budgeted as part of the capital project. All engineering, inspection and testing costs are included regardless of whether they are accomplished through contracts or in house employee labor. All contracts that are associated with the project are eligible including design, testing, project management, drafting, engineering, land acquisition, environmental testing, demolition, and new construction. On site utilities utilized by construction crews are an eligible project cost. Costs of a project manager directly assigned to the project (either contracted or in house employee) that supervises the work of others through employees and/or subcontractors. Costs associated with bidding and contract awarding such as: duplicating bid specifications, contracts, blue prints, drawings, postage etc., but not the staff time if handled through the City's central purchasing staff. Transportation costs associated with bringing materials and equipment to the job site, whether or not done by contract, common carrier or in house equipment and labor.

**Attach 16
DDA Operating Subsidy**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Authorization and Direction from the City Council on the DDA Operating Subsidy for 2001		
Meeting Date:	December 5, 2001		
Date Prepared:	November 28, 2001		
Author:	Ron Lappi	Title: Admin. Srvs. Director	
Presenter Name:	Ron Lappi	Title: Admin. Srvs. Director	
	Workshop	X	Formal Agenda

Subject: Requesting approval from the City Council to transfer General Fund contingency in 2002 to fund #103 DDA Operating Fund to cover their expected fund balance deficit.

Summary: At the November 19, 2001 City Council Workshop the Board of Directors of the DDA, represented by their Chairperson and Vice Chair, requested the City of Grand Junction to subsidize their operating fund at the end of 2001 to cover the expected fund balance deficit expected to be less than \$200,000 accumulated over the past two calendar years.

Background Information: The expected deficit was first created in 2000 when approximately \$40,000 was overspent in the DDA Operating Fund. The current years spending levels approaching \$400,000 is in excess of any expected or actual revenues in the operating fund of the DDA for a variety of reasons. The DDA board has assured the City Council that if they subsidize the operations up to the needed \$200,000 it will solve a one time problem. Future proposed budgets and actual resulting revenues and expenditures will be in balance, and they will no longer deficit spend in their operating fund. They have and/or will develop a balanced approach to their operations showing the fiscal responsibility and integrity needed and expected of other fund managers of the City.

Budget: The General Fund contingency for 2002 will begin the year at \$715,000, so adequate resources will exist effective January 1, 2002 to make this transfer up to \$200,000 to balance the DDA Operating Fund #103.

Action Requested/Recommendation: Approve the use of General Fund contingency effective January 1, 2002 from the 2002 budget, to transfer to the DDA Operating Fund up to \$200,000 to balance this fund's beginning resources to zero, and directing the Finance Director to make the necessary transfer when the final revenue and expense numbers are known. The final numbers should be available on or about January 31, 2002.

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:	Jan 2003
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Placement on Agenda:	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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**Attach 17
Chiroconnection**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Chiroconnection Subdivision Rezone		
Meeting Date:	December 5, 2001		
Date Prepared:	November 27, 2001		
Author:	Lori V. Bowers	Associate Planner	
Presenter Name:	Lori V. Bowers	Associate Planner	
	Workshop	X	Formal Agenda

Subject: Second Reading of the ordinance to rezone the Chiroconnection Subdivision, located at 1715 & 1705 N. 1st Street; File # RZ-2001-199.

Summary: The Petitioner has requested a re-zoning of the property located at 1715 and 1705 N. 1st Street, from RMF-5 (Residential Multi-family, not to exceed 5 units per acre) to the zoning designation of RMF-8 (Residential Multi-family, not to exceed 8 units per acre). The applicants have received approval for a 3-lot subdivision.

Background Information: Please see Staff Report

Budget: N/A

Action Requested/Recommendation: Approval of Second Reading of the Rezone Ordinance.

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: Second Reading of the ordinance to rezone the Chiroconnection Subdivision, located at 1715 & 1705 N. 1st Street; File # RZ-2001-199.

SUMMARY: The Petitioner has requested a re-zoning of the property located at 1715 and 1705 N. 1st Street, from RMF-5 (Residential Multi-family, not to exceed 5 units per acre) to the zoning designation of RMF-8 (Residential Multi-family, not to exceed 8 units per acre). The applicants have received approval for a 3-lot subdivision.

ACTION REQUESTED: Recommendation of approval for the first reading of the ordinance rezoning the Chiroconnection Subdivision, located at 1715 & 1705 N. 1st Street from RMF-5 (Residential Multi-family, not to exceed 5 units per acre) to RMF-8 (Residential Multi-family, not to exceed 8 units per acre).

BACKGROUND INFORMATION		
Location:		1715 & 1705 N. 1st Street
Applicants:		Timothy Brady and David Hansen, owners and Representative.
Existing Land Use:		Two single family residences
Proposed Land Use:		3 lot subdivision / future duplex
Surrounding Land Use:	North	West Middle School
	South	Sylvan Learning Center and residential
	East	Residential across N. 1st Street
	West	School grounds & parking for West Middle School
Existing Zoning:		RMF-5
Proposed Zoning:		RMF-8
Surrounding Zoning:	North	CSR
	South	PD & RMF-8
	East	RMF-5
	West	CSR

Growth Plan Designation:	Residential Medium, 4 to 8 units per acre		
Zoning within density range?	X	Yes	No

Project Analysis:

Rezoning: The petitioners are requesting approval of the rezoning of approximately 0.84 acres to the zoning designation of RMF-8 (Residential Multi-family, not to exceed 8 units per acre). The Growth Plan designates this area as residential, with a density of 4 to 8 units per acre. The zone of RMF-8 meets this criterion.

Previously the owners had requested to rezone the property to RO (Residential Office) to locate their offices in. That request was received with overwhelming opposition from the neighbors at the neighborhood meeting. The applicants now wish to subdivide the parcel into 3 lots and rezone it. Each existing house would be on its own lot and the newly created lot will be for a duplex. Under the RMF-5 zoning designation the applicant can not include the rights-of-way in their density calculation. In the RMF-8 zoning district right-of-way may be added in. In order to construct a duplex on this newly created lot, the right-of-way is needed in the calculations to accommodate the density. Another neighborhood meeting was held on September 12, 2001. No one attended that meeting but staff and the applicants have received calls supporting the project. Staff did receive one phone call in opposition to the proposal due to traffic concerns and requested that a stop light be placed at this intersection.

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: The applicant has responded with the words in italics.

1. The existing zoning was in error at the time of adoption;
No, existing zoning of RMF-5 would only allow for a single family residence to be built on the vacant lot created by the subdivision. The owners/applicants would like to slightly increase the allowable use on the site by building a duplex.

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

There has been increasing commercialization of the 1st Street corridor and increased community services along this corridor that will accommodate increased residential density.

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;

Yes, this will reduce access from N 1st Street thereby improving traffic flow and landscaping will improve aesthetics. Parking for the duplex will be off street.

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;

Yes, sufficient parking is available and the proposal conforms with the goals and policies of the Growth Plan.

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

Yes.

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 applicant responded that this was not applicable). Staff supports the redevelopment of the properties in this area that help implement the Growth Plan. This is an established neighborhood with a rather large lot.

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

Yes, there will be decreased congestion on N 1st Street. Higher density housing is consistent with the Growth Plan for the area. Lower cost housing will become available. We will also dedicate right-of-way to the City.

Final Plat for Subdivision:

The proposed 3-lot subdivision meets the requirements of the Code. Staff has requested that the northern most driveway be closed and a shared access be maintained for the benefit of Lots 1 and 2 at the existing southern drive. Lot 3 will have its own entrance from W Mesa Avenue. Once the plat has been recorded the site plan review for a duplex on Lot 3 will take place. Driveway width and placement for Lot 3 will occur during the site plan review process.

PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of November 13, 2001, the Planning Commission recommends approval of item number RZ-2001-199, the request for rezoning the property located at 1705 and 1715 N 1st Street to RMF-8 (Residential Multi-family, not to exceed 8 units per acre). They found the project to be consistent with the Growth Plan, and Sections 2.6 and 2.8 of the Zoning and Development Code.

ATTACHMENTS:

Ordinance

Subdivision plat

Assessor's map

CITY OF GRAND JUNCTION, COLORADO
Ordinance No. _____
REZONING CHIROCONNECTION SUBDIVISION LOCATED
AT 1705 and 1715 N 1st STREET

Recitals.

A rezone from the RMF-5 (Residential Multi-family, not to exceed 5 units per acre) district to the RMF-8 (Residential Multi-family, not to exceed 8 units per acre) district has been requested for the properties located at 1705 and 1715 N 1st Street for purposes of creating a new 3 lot subdivision and constructing a duplex. The City Council finds that the request meets the goals and policies and future land use set forth by the Growth Plan (Residential Medium, 4 to 8 units per acre). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its November 13th hearing, recommended approval of the rezone request from the RMF-5 district to the RMF-8 district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE RMF-8 (Residential Multi-family, not to exceed 8 units per acre) DISTRICT:

A parcel of land situated NE ¼ SE ¼ of section 10. Township 1 South. Range 1 West of the Ute Meridian. Mesa County, Colorado. Being more particularly described as follows:

Commencing at the E ¼ corner of said Section 10, being a found Mesa County survey marker. The basis of bearing being S00°05'00"E to the N-S 1/64 corner of said section 10. Being a found City survey monument; thence S00°05'00"E a distance of 439.80 feet along the east line of said NE ¼ SE ¼;

Thence N87°16'00"W a distance of 168.00 feet;

Thence S00°05'00"E a distance of 222.04 feet to the south line of the N ½ of said NE ¼ SE ¼;

Thence S89°28'09"E a distance of 167.81 feet to said N-S 1/64 corner; thence N00°05'00"W a

Distance of 215.59 feet to the Point of Beginning; Said parcel contains 0.8 acres more or less. Also known as the Chiroconnection Subdivision.

INTRODUCED for FIRST READING and PUBLICATION this 21st day of November 2001.

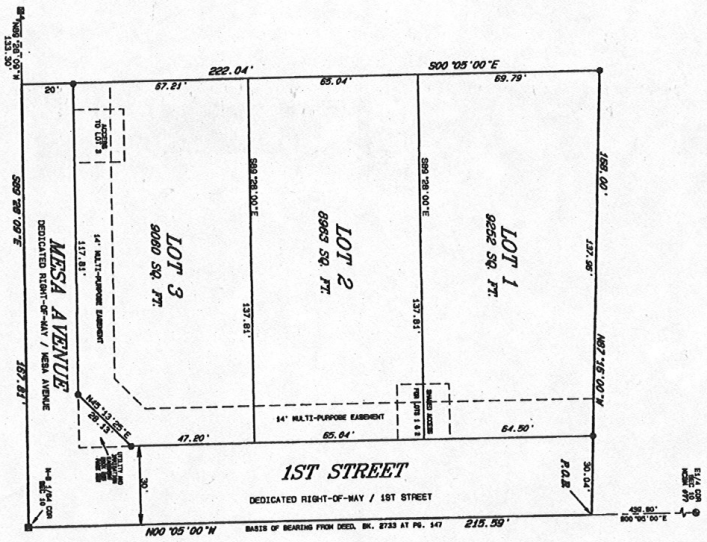
PASSED on SECOND READING this ____ day of _____, 2001.

ATTEST:

City Clerk

President of Council

CHIROCONNECTION SIMPLE SUBDIVISION



NOTICE TO ALL OWNERS BY THE CITY OF COLORADO:
 The City of Colorado, County of Mesa, State of Colorado, is pleased to announce that the City has received a plan for the proposed subdivision of land in the City of Colorado, County of Mesa, State of Colorado, as shown on the plan filed in the Office of the City Engineer, City of Colorado, County of Mesa, State of Colorado, on the date of filing. The City Engineer's office has reviewed the plan and has determined that it complies with the requirements of the Colorado Subdivision Map Act, Title 31, C.R.S. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision.

NOTICE TO ALL OWNERS BY THE CITY OF COLORADO:
 The City of Colorado, County of Mesa, State of Colorado, is pleased to announce that the City has received a plan for the proposed subdivision of land in the City of Colorado, County of Mesa, State of Colorado, as shown on the plan filed in the Office of the City Engineer, City of Colorado, County of Mesa, State of Colorado, on the date of filing. The City Engineer's office has reviewed the plan and has determined that it complies with the requirements of the Colorado Subdivision Map Act, Title 31, C.R.S. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision.

NOTICE TO ALL OWNERS BY THE CITY OF COLORADO:
 The City of Colorado, County of Mesa, State of Colorado, is pleased to announce that the City has received a plan for the proposed subdivision of land in the City of Colorado, County of Mesa, State of Colorado, as shown on the plan filed in the Office of the City Engineer, City of Colorado, County of Mesa, State of Colorado, on the date of filing. The City Engineer's office has reviewed the plan and has determined that it complies with the requirements of the Colorado Subdivision Map Act, Title 31, C.R.S. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision. The City Engineer's office has also determined that the proposed subdivision is in the public interest and that the City should acquire the proposed subdivision.

CONVEYANCE

I, TRISTY K. GORNY, of the County of MESA, State of COLORADO, do hereby certify that the instrument was acknowledged before me this 15th day of AUGUST, A.D. 2001, by TRISTY K. GORNY and DAVID NEHRN, both of legal age, as the persons whose names are subscribed to the foregoing instrument, and that they are the persons who executed the same for the purposes and consideration therein expressed. My commission expires MAY 17, 2002.

STATE OF COLORADO
 COUNTY OF MESA
 TRISTY K. GORNY
 DAVID NEHRN

FOR REVIEW

SUBDIVISION CONTRACTORS:

I, Richard M. Ortland, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this subdivision plan was prepared by me or under my direct supervision and that I am a duly licensed surveyor in the State of Colorado. I also certify that this subdivision plan complies with the requirements of the Colorado Subdivision Map Act, Title 31, C.R.S., and that I am a duly licensed surveyor in the State of Colorado. My commission expires on 12/31/2001.

FOR REVIEW

CHIROCONNECTION SIMPLE SUB
 LOCATED IN THE
NE 1/4 SE 1/4 SEC. 10, T.15, R.11E, U.1M
D H SURVEYS INC.
110 DURAY AVE - GRAND JUNCTION, CO
(970) 846-8749

CITY APPROVAL
 This plan of Chiroconnection, a subdivision of the County of Mesa, State of Colorado, is approved and accepted on the 15th day of AUGUST, A.D. 2001.

CITY MANAGER _____ CITY CLERK _____

I hereby certify that this instrument was filed for recording in my office on this 15th day of AUGUST, A.D. 2001, and it is duly recorded in Book No. _____ at Page No. _____.

RECORDED BY: TRISTY K. GORNY RECORDED BY: TRISTY K. GORNY

FILED IN: MESA COUNTY, COLORADO

DATE: AUGUST 15, 2001

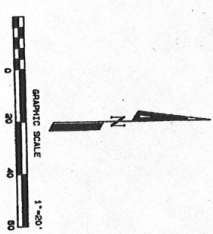
BOOK: 110 PAGE: 151

LEGEND

◎ TO BEAL COUNTY TRACT MAPS
 ◎ TO BEAL COUNTY TRACT MAPS
 ◎ TO BEAL COUNTY TRACT MAPS
 ◎ TO BEAL COUNTY TRACT MAPS

AREA SUMMARY

CDL ROUND - 0.28 AC. / 7.28%
 LOT 1, 2 & 3 - 0.62 AC. / 7.28%
 TOTAL - 0.90 AC. / 14.56%



**Attach 18
Cantrell**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Cantrell Annexation	
Meeting Date:	December 5, 2001	
Date Prepared:	November 27, 2001	
Author:	Lori V. Bowers	Associate Planner
Presenter Name:	Lori V. Bowers	Associate Planner
	Workshop	X
		Formal Agenda

Subject: ANX-2001-052 / Second reading of the Zone of Annexation for the Cantrell Annexation, located at 2930 North Avenue. The requested zoning is C-1 (Light Commercial) for the southern most portion of this property known as Lot 1; and RMF-8 (Residential Multi-family, not to exceed 8 units per acre) for Lot 2, which abuts Bunting Avenue.

Summary: The 3.09-acre Cantrell Annexation area consists of two parcels of land, approximately 2.71 acres in size. The remaining acreage is comprised of right-of-way along North Avenue. There were no existing structures on the site at the time of annexation, but 2 new commercial buildings have been constructed since then. This zoning request is partially consistent with the Growth Plan and is entirely consistent with the previous Mesa County zoning.

Background Information: Please see Staff Report attached

Budget: N/A

Action Requested/Recommendation: Approval

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"/>	Con-sent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Work-shop
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CITY OF GRAND JUNCTION

DATE: December 5, 2001

CITY COUNCIL

STAFF PRESENTATION: Lori V. Bowers

AGENDA TOPIC: ANX-2001-052 / Second reading of the Zone of Annexation for the Cantrell Annexation, located at 2930 North Avenue. The requested zoning is C-1 (Light Commercial) for the southern most portion of this property known as Lot 1; and RMF-8 (Residential Multi-family, not to exceed 8 units per acre) for Lot 2, which abuts Bunting Avenue.

SUMMARY: The 3.09-acre Cantrell Annexation area consists of two parcels of land, approximately 2.71 acres in size. The remaining acreage is comprised of right-of-way along North Avenue. There were no existing structures on the site at the time of annexation, but 2 new commercial buildings have been constructed since then. This zoning request is partially consistent with the Growth Plan and is entirely consistent with the previous Mesa County zoning.

BACKGROUND INFORMATION		
Location:	2930 North Avenue	
Applicants:	Emory Cantrell, Owner Kreg Obergefell, Representative	
Existing Land Use:	Vacant land for residential development & 2 new commercial buildings	
Proposed Land Use:	Residential & Commercial	
Surrounding Land Use:	North	Residential
	South	Residential & Commercial

	East	Residential & Commercial	
	West	Residential & Commercial	
Existing Zoning:		RMF-8 (County) & County Commercial.	
Proposed Zoning:		RMF-8 (Residential Multi-family, not to exceed 8 units per acre) & C-1 (Light Commercial)	
Surrounding Zoning:	North	RMF-8 (Mesa County)	
	South	C (Mesa County)	
	East	RMF-8 & C (both Mesa County)	
	West	RMF-8 & C (both Mesa County)	
Growth Plan Designation:		Residential Medium: 4 to 8 units per acre	
Zoning within density range?		X	Yes
			No

RELATIONSHIP TO COMPREHENSIVE PLAN: The City of Grand Junction Growth Plan identifies the entire subject parcel to develop in the “Residential Medium 4-8 dwelling units per acre” category. The petitioner’s request for RMF-8 zoning for the northern portion of the property is within the range recommended in the Growth Plan. The Mesa County zoning map shows a split zoning on this parcel, C-1 for the southern portion of the property and RMF-8 for the northern portion. The Persigo Agreement allows the City to honor existing County zoning upon annexation, if different from the Growth Plan.

STAFF ANALYSIS:

Zoning- The applicant requests the zoning designation of RMF-8 (Residential Multi Family, not to exceed 8 units per acre) for the northern portion of this property, known as Lot 2, consisting of 1.10 acres. The zoning designation of C-1 is requested for Lot 1, the southern most lot, consisting of 1.20 acres. These zoning designations are consistent with the Mesa County zoning. The residential portion is consistent with the Growth Plan for this area. The County had placed split zoning on this parcel. At the time of subdivision it was determined where the County had intended the separate zoning designations to be. That is where the lot line was placed, creating 2 parcels. Also at the time of subdivision access to Lot 2 from Bunting Avenue posed a problem but has since been resolved since the additional dedication of right-of-way to Mesa County along Bunting Avenue.

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

1. The existing zoning was in error at the time of adoption;
The zoning at the time of adoption was not in error.
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;
There has been no change in the character of the neighborhood.
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;
The proposed zone of annexation/rezone is compatible with the neighborhood and should not create any adverse impacts. Adequate screening has been provided per Code for the properties to the north.
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;
The proposal partially conforms to the Growth Plan and the requirements of the Code. The proposal conforms to the Persigo Agreement by honoring existing County zoning.
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
Adequate facilities currently exist on the property.
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
(Not applicable to annexation)
7. The community or neighborhood will benefit from the proposed zone.
The Community will benefit by the development of this property.

Growth Plan Goals and Policies are as identified in Policy 1.7 state: "The City and County will use zoning to establish the appropriate scale, type, location and intensity for development..." and Goal 11: To promote stable neighborhood and land use compatibility throughout the community." The property is currently zoned RMF-8, which is in compliance with the Growth Plan recommendation for density in this area and is compatible with the existing residential uses surrounding it. The zone of C-1 (Light Commercial) is consistent with the County zoning of Commercial.

PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of November 13, 2001, the Planning Commission recommended for Zone of Annexation for the Cantrell Annexation, located at 2930 North Avenue to RMF-8 (Residential Multi-family, not to exceed 8 units per acre) for Lot 2, and the zone of C-1 (Light Commercial) for Lot 1. They found the project to be consistent with the Growth Plan, the Persigo Agreement and Sections 2.6 of the Zoning and Development Code.

Attachments:

Ordinance

Annexation map

Subdivision Plat

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

Zoning the Cantrell Annexation to C-1 (Light Commercial and RSF-8 (Residential Multi-family, not to exceed 8 units per acre)

Located at 2930 North Avenue

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 an RMF-8 (Residential Multi-family, not to exceed 8 units per acre) to the northern portion and C-1 (Light Commercial) zone district to the southern portion of this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 and C-1 zone districts be established for the following reasons:

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

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

The following property shall be zoned to Residential Multi-family, not to exceed 8 units per acre (RMF-8) zone district

Includes the following tax parcel 2943-083-24-025

Lot 2, Cantrell Subdivision

And

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

Includes the following tax parcel 2943-083-24-025

Lot 1, Cantrell Subdivision

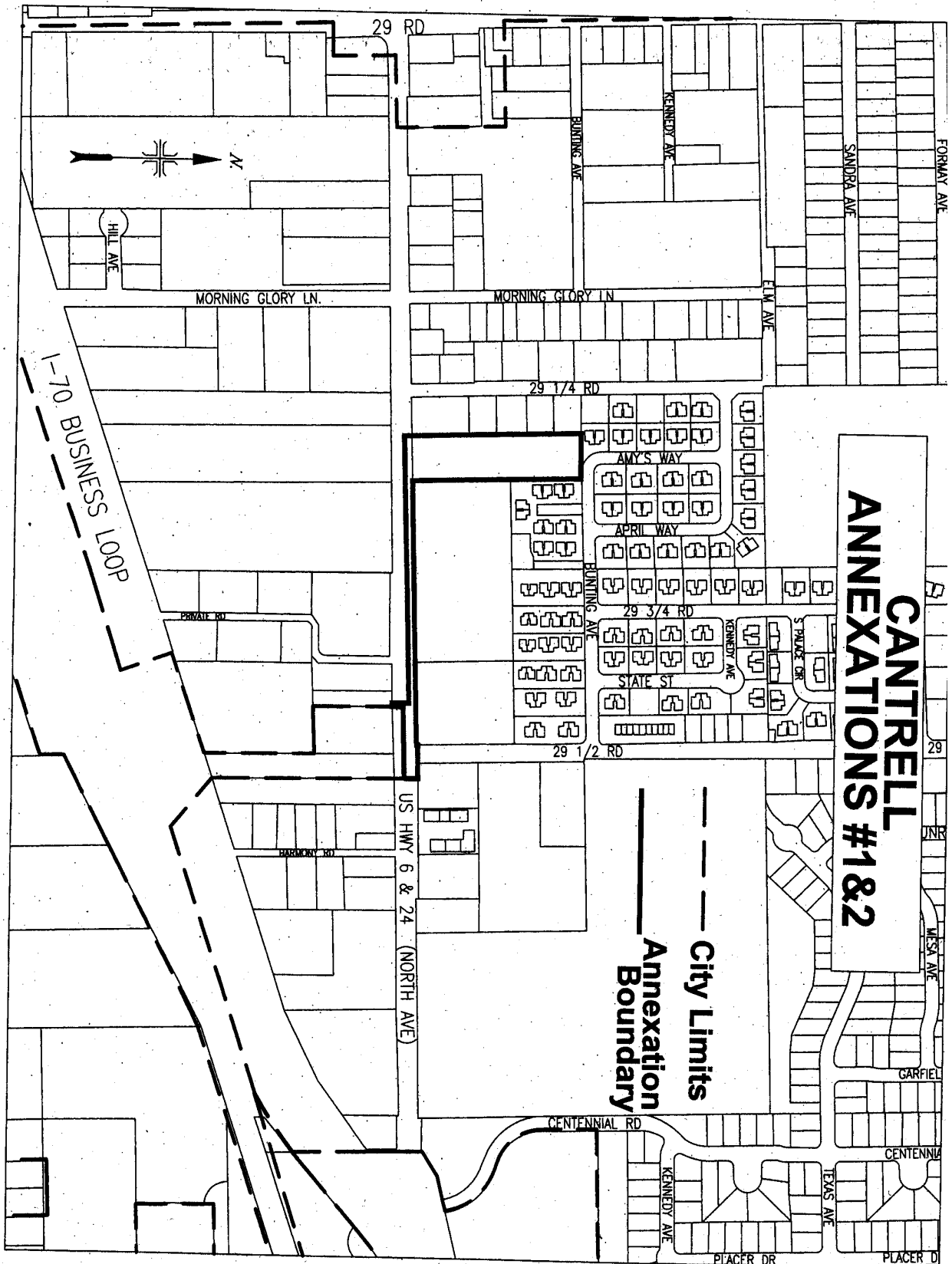
Introduced on first reading this 21st day of November , 2001.

PASSED and ADOPTED on second reading this ___ day of _____ , 2001.

Mayor

ATTEST:

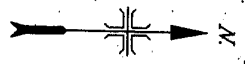
City Clerk



**CANTRELL
ANNEXATIONS #1&2**

--- City Limits
 _____ Annexation Boundary

I-70 BUSINESS LOOP



29 RD

MORNING GLORY LN.

MORNING GLORY LN.

29 1/4 RD

AMY'S WAY

APRIL WAY

29 3/4 RD

STATE ST

29 1/2 RD

US HWY 6 & 24 (NORTH AVE)

CENTENNIAL RD

KENNEDY AVE

TEXAS AVE

PLACER DR

PLACER D

FORMAY AVE

SANDRA AVE

ELM AVE

HILL AVE

PRIVATE RD

HARMONY RD

29

JNR

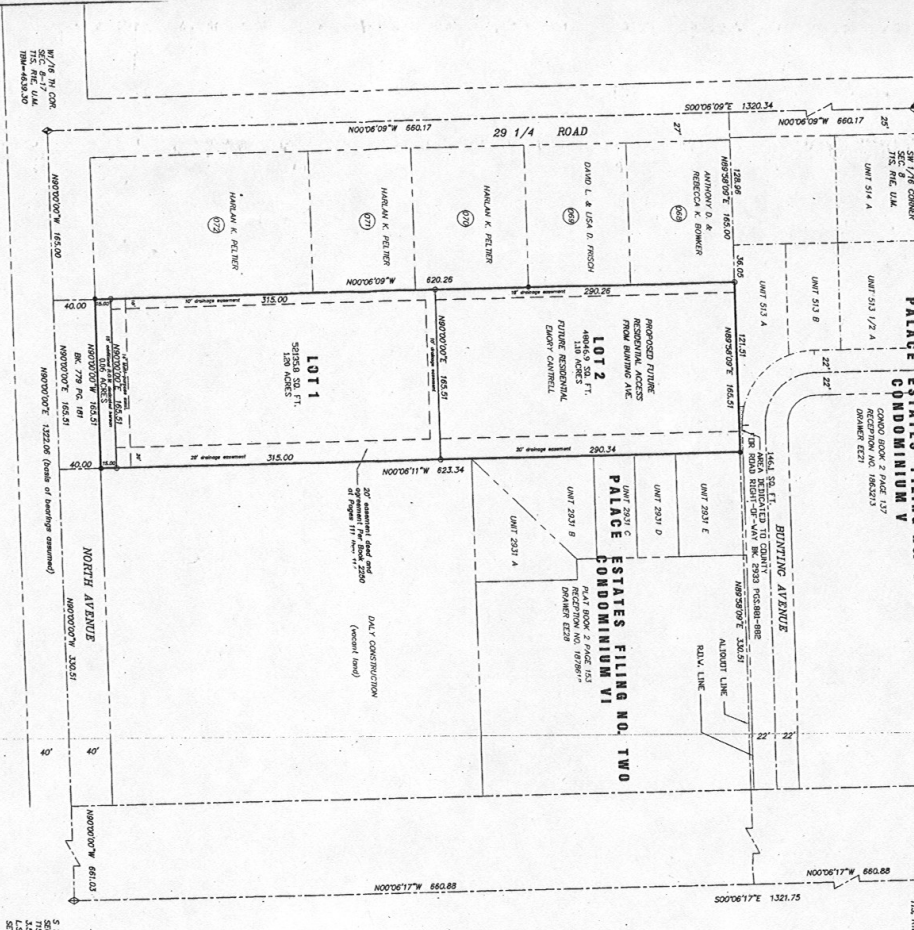
MESA AVE

GARFIELD

CENTENNIAL

CANTRELL SUBDIVISION

MAP NO. 2442, SHOWING THE LOCATION OF THE PROPERTY HEREIN DESCRIBED IN SECTION 24, T10N, R10E, CO. 24, MO. AS SHOWN ON A PLAN OF THE CITY OF CANTRELL, MISSOURI, FILED IN THE OFFICE OF THE CITY CLERK, CANTRELL, MISSOURI, ON FEBRUARY 14, 1923.



- LEGEND & NOTES**
- ROUND SHERET MARKANTS SET BY OWNERS
 - SET NO. 3 REC-BANK RECORD, L.S. 19413
 - MISSOURI COUNTY SHERET MARKER

AREA SUMMARY
 LOTS = 2.46 ACRES = .972X
 ROADS = 0.07 ACRES = .027X

STATE OF MISSOURI

I, **DAVID L. & LISA D. PROSCH**, of the County of Harrison and State of Missouri, do hereby certify that the above described property is my own and that I am the sole owner of the same.

PLANNING COMMISSION

RESOLVED, that the Planning Commission hereby approves the subdivision of the above described property into the units and lots shown on the attached plan, subject to the conditions set forth in the ordinance.

CITY APPROVAL

The City of Cantrell, Missouri, a subdivision of the City of Grand Junction, County of Harrison, State of Missouri, do hereby certify that the above described property is within the limits of the city and that the subdivision complies with the provisions of the city ordinance.

FINAL PLAT

STATED BY ME S.W. & S.W. 1/4 SEC. 24, T10N, R10E, CO. 24, MO. AS SHOWN ON A PLAN OF THE CITY OF CANTRELL, MISSOURI, FILED IN THE OFFICE OF THE CITY CLERK, CANTRELL, MISSOURI, ON FEBRUARY 14, 1923.

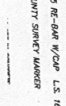
FOR RECORDING

RECORDING OFFICE

BOOK NO. _____ PAGE NO. _____

DATE _____

DAVID L. & LISA D. PROSCH



**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution Authorizing Condemnation of Right-of-Way		
Meeting Date:	October 21, 2001		
Date Prepared:	October 15, 2001		
Author:	Dan Wilson	City Attorney	
Presenter Name:	Dan Wilson	City Attorney	
	Workshop	X	Formal Agenda

Subject: Resolution authorizing condemnation of right-of-way at the west edge of Horizon Place.

Summary: In 1990 a triangular portion of Horizon Place west of the Mesa View Retirement Home was vacated with the expectation that a slightly realigned right-of-way would be dedicated soon thereafter.

In 1997 the City's planners and traffic personnel evaluated this area and determined that access to the remainder of the Northridge subdivision area was necessary. Most recently, the City Council has adopted the Major Street Plan, now termed the Grand Valley Circulation Plan, confirming the necessity of Horizon Place extending to the west of its current location.

The current owner is not willing to sell or even negotiate to sell the vacated right-of-way; therefore to implement the City's street plan and provide for the public welfare in the form of the efficient development of the property, this right-of-way is required.

Background Information: The current owner, William Merkel has attempted to negotiate and purchase the vacated right-of-way without success. The City has made similar efforts with the same results. Dr. Merkel's counsel has obtained an estimate of the value of the right-of-way, approximating \$12,000.

Budget: The value of the right-of-way is estimated to be less than \$12,000. Any condemnation action can require the payment of appraisal fees for the landowner, estimated to be \$5,000.

Action Requested/Recommendation: Adoption of a Resolution authorizing the exercise of the Power of Eminent Domain so that the City may obtain the portion of Horizon Place previously vacated by the City.

Citizen Presentation:	<input 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 type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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RESOLUTION NO. ____-01

A RESOLUTION DETERMINING THE NECESSITY OF
AND AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY
BY CONDEMNATION FOR RIGHT-OF-WAY
FOR THE EXTENSION WESTERLY OF
HORIZON PLACE

Recitals. In 1990, the City Council vacated a triangular portion of Horizon Place, at the request of the then developer, and as a part of a proposed development of property to the west of the existing Mesa View facility and parcel. The property to the west of the Mesa View parcel is sometimes described as “Northridge Filing #4,” based on the prior platting of the Northridge Subdivision. The vacation was approved based on the expectation that the developer would soon thereafter be dedicating a similarly sized parcel so that the alignment of Horizon Place would be slightly further north. The developer, for reasons not now clear, failed to complete the development process, and therefore no offer to dedicate the replacement right-of-way occurred.

In 1997, as a part of the updating review of the City’s Major Street Plan, the extension of Horizon Place to provide access to Northridge Filing 4 was approved. The public benefits of the eventual construction of Horizon Place were then, and remain today, neighborhood interconnectivity, emergency access, and increasing the likelihood that the property would be developed, thus satisfying the Growth Plan and other City policies and directives to avoid regional sprawl.

Most recently, the City’s Major Street Plan, now termed the Grand Valley Circulation Plan, confirmed that a residential type street is needed to the west of the westernmost extension of Horizon Place. The public benefits to this street extension are for traffic circulation, emergency service provision, and to implement modern planning concepts, all for the general betterment of the community and this neighborhood. It is not intended that the right-of-way to be acquired will be for a through street, but rather this exercise of the power of eminent domain is for the acquisition of right-of-way for a lesser street volume, fairly circuitous. The street plan contemplates that with this acquisition of Horizon Place right-of way should be the first step in a circuitous route through the area, designed such that vehicular traffic will be discouraged from using this route as a short-cut between 7th and 1st Streets.

Despite several attempts to negotiate a purchase of the erroneously vacated portion of the Horizon Place right-of-way, the owner has indicated its steadfast refusal to sell to the City.

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

Section 1. The right-of-way vacated by Ordinance No. ____ is hereby determined to be necessary to the public health, safety and welfare of the City, this neighborhood and the community. The description of the vacated right-of-way, and the property to be obtained pursuant to this exercise of the power of eminent domain is below ("Property"). The Property shall be acquired for right-of-way, street, sidewalk, utility, drainage and other public improvement purposes.

Section 2. The Council hereby finds that the Property is needed for the public benefit and welfare, to promote public safety, to be used for right-of-way, street, sidewalk, utility, drainage and other public improvement purposes and for other municipal and public purposes, as described in the Recitals and other City documents, plans, policies and goals.

Section 3. The City Attorney is hereby directed and authorized to take all necessary legal measures, including the filing of a condemnation and eminent domain action, to acquire the Property.

Section 4. The interest to be acquired in the Property is fee simple absolute.

The owner of record is Colson and Colson.

Legal Description: See Attached Exhibit.

Section 5. The City Engineer is hereby authorized to make correction or other minor amendments to the legal description of the Property to be acquired, and to reduce or amend the nature of the interest to be acquired, if necessary in the course of acquisition.

Section 6. The Charter authorizes this resolution and the actions described. The resolution shall be effective upon adoption by a majority of the members of the City Council.

ADOPTED this ____ day of _____, 2001.

President of the Council

City Clerk

Attach W-4

Grand Junction Economic Partnership

November 28, 2001

Grand Junction City Council
250 North 5th Street
Grand Junction, Colorado 81501

Dear Honorable Mayor and Members of the City Council,

As you know, the Grand Junction Economic Partnership (GJEP) is a privately-funded, not-for-profit economic development organization. We work on a gratis-confidential basis. The GJEP's mission is to create quality jobs for the citizens of Mesa County. We do this to ensure a viable, diverse economy and solid tax base for our community.

The Grand Junction Economic Partnership is currently a strong competitor for at least 250 new jobs being created by a company named CMGT, Inc. The company is currently in the process of selecting a site for its corporate and administrative headquarters, internet-accessible system/data center and Absence Intake Call Center operation.

The company provides comprehensive integrated Family Medical Leave Act (FMLA)/Absence and Disability Management. It involves:

- . High level call center to accept calls when a client's employees call in absent;
- . Utilization of proprietary internet ASP software to coordinate and integrate all relevant databases/claims processes and facilitate all necessary filings, operator queries, management reports, etc.

CMGT reduces the cost and duration of all absence events and increases employee productivity for employers and insurers.

In addition to most key executives immediately relocating to Grand Junction, within the first year CMGT anticipates employing 8 administrative staff, 4 Registered Nurses, 4 shift supervisors and some IT and technical staff. Furthermore, CMGT anticipates hiring Absence Intake Specialists (call center operators) according to the following schedule:

- . First 6 months (June 30, 2002): 30-35 operators

- . By year-end 2002: 75 operators
- . By year end 2004: 250 operators

CMGT anticipates on average a 5% per year merit pay increase to reward long-term employees. At year-end 2004 the average hourly wage for all full-time hourly and salaried employees listed above is expected to be \$12.93. The value of the employees' full range benefit package will approximate 30% of salary/wage.

The Grand Junction Economic Partnership Board of Directors believes this company to be one which merits aggressive recruitment. Given this, the GJEP requests to be placed on the agenda for the Council's December 3rd workshop and December 5th public meeting so that we may request the Grand Junction City Council's approval of a cash incentive for this company in the amount of \$500,000 (\$2,000 per employee at 250 employees).

The Colorado FIRST Customized Training Program has allocated up to \$40,000 for this recruitment. Funding is also being requested from the Revolving Loan Fund of Mesa County for this project in the amount of \$300,000.



If you have questions or comments on the matter above prior to the December 3rd workshop please contact Steven Ausmus or myself at 245-4332. Thank you in advance for your assistance in creating quality primary jobs for our local residents.

Respectfully,

Denny Granum

Chair, GJEP Prospect Committee

cc: Kelly Arnold
Wade Haerle
Steven Ausmus