

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

WEDNESDAY, JUNE 5, 2002, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance

Invocation - Pastor Zeke Leija, Zion Assembly of God

PROCLAMATIONS / RECOGNITIONS

PROCLAMATION DECLARING THE WEEK OF JUNE 17 THROUGH JUNE 23, 2002 AS "BETA SIGMA PHI WEEK" IN THE CITY OF GRAND JUNCTION

SCHEDULED CITIZEN COMMENTS

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

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the May 13, 2002 Workshop, the Minutes of the May 15, 2002 Regular Meeting and the May 29, 2002 Special Meeting

2. **Contract for West Scenic Sewer Improvement District**

[Attach 2](#)

This contract would include construction of over 1,270 feet of sanitary sewer within the existing Scenic Drive Subdivision located north of the intersection of West Scenic Drive and Highway 340. Bids were received and opened March 11, 2002. Skyline Construction submitted the low bid in the amount of \$76,567.90.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Skyline Contracting	Grand Junction	\$ 76,567.90
Sorter Construction	Grand Junction	\$ 86,386.00
Taylor Constructors	Grand Junction	\$ 90,502.50
M.A. Concrete Construction	Grand Junction	\$103,412.60
RW Jones Construction	Fruita, CO	\$230,988.00
Engineer's Estimate		\$ 71,098.00

Action: Authorize the City Manager to Execute a Construction Contract for the West Scenic Sewer Improvement District with Skyline Construction in the Amount of \$76,567.90 Contingent on Formation of the District by Mesa County on June 13,

2002

Staff presentation: Mark Relph, Public Works and Utilities Director

3. **Contract for Skyway Sewer Improvement District**

[Attach 3](#)

This contract would include construction of over 27,800 feet of sanitary sewer within the existing Skyway Subdivision located northeast of the intersection of 23 Road and E Road. Bids were received and opened on April 9, 2002. Mendez Construction submitted the low bid in the amount of \$1,902,875.15.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Mendez Construction	Grand Junction	\$1,902,875.15
M.A. Concrete Construction	Grand Junction	\$2,125,841.80
Skyline Construction	Grand Junction	\$2,230,591.10
Precision Excavating	Hayden, CO	\$2,538,307.07
Engineer's Estimate		\$2,011,666.25

Action: Authorize the City Manager to Execute a Construction Contract for the Skyway Sewer Improvement District to Mendez Construction in the Amount of \$1,902,875.15 Contingent on Formation of the District by Mesa County on July 18, 2002

Staff presentation: Mark Relph, Public Works and Utilities Director

4. **Contract for 2002 Waterline Replacements/12th Street Waterline**

[Attach 4](#)

Bids were received and opened on May 21, 2002. M.A. Concrete Construction submitted the low bid in the amount of \$325,491.60. The project consists of the replacement of 1350 LF of 8-inch PVC waterline on 12th Street from North Avenue to Elm Avenue, 650 LF of 6-inch PVC waterline on Glenwood from 12th Street to 13th Street, and 650 LF of 6-inch PVC waterline on Bunting from 12th Street to 13th Street. The project is needed to ensure adequate fire flows to Mesa State's new fine arts building.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M.A. Concrete Construction	Grand Junction	\$325,491.60
Taylor Constructors	Grand Junction	\$417,036.00
Engineer's Estimate		\$316,389.00

Action: Authorize the City Manager to Execute a Construction Contract for the 2002 Waterline Replacements (12th Street Waterline) to M.A. Concrete Construction in the Amount of \$325,491.60

Staff presentation: Trent Prall, Utility Engineer

5. **Contracts for Track Replacement, Stocker Stadium** [Attach 5](#)

Phase I construction consists of removing the existing track and curb, excavating the sub-grade, preparing the new sub-grade, back filling, compaction and a new asphalt mat. Phase II construction consists of track surfacing, striping and certification for newly constructed Stocker Stadium running track.

Action: Authorization for the City Manger to Sign Contracts with a) American Civil Constructors for Track Removal and Replacement, Phase I in the Amount of \$199,000.00; and, b) Southwest Recreational Industries, Inc. for Phase II in the Amount of \$122,315.00

Staff presentation: Don Hobbs, Assistant Director, Parks and Recreation
Rex Sellers, Senior Buyer

6. **Participation Agreement with Patterson Road Development (Village Park Subdivision) for Reconstruction of 28 ¼ Road Entranceway** [Attach 6](#)

In 1997 the City indicated its willingness to work with the developer to construct the full width of 28 ¼ Road for north of Patterson and to adjust the radii on the south side of that intersection. This document reduces to writing the agreement between the City and the developer of the subdivision regarding these improvements along 28 ¼ Road.

Action: Authorize the City Manager to Sign an Agreement to Reimburse Patterson Road Development, LLC, for the Described Improvements along 28 ¼ Road at Patterson and to the North Thereof

Staff presentation: Tim Moore, Public Works Manager

7. **Joint Resolution Concerning FY2003 Regional Transportation Planning Contract (RPC)** [Attach 7](#)

A joint Resolution between Mesa County and the City of Grand Junction adopting the FY2003 Regional Transportation Planning Contract (RPC). The work under this contract consists of regional transportation planning; the contract period is July 1, 2002 through June 30, 2003. Mesa County is a co-signer to this agreement.

Resolution No. 49-02 – A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Adoption of the Fiscal Year 2003 Regional Transportation Planning Contract

**Action: Adopt Resolution No. 49-02*

Staff presentation: Jody Kliska, Transportation Engineer

8. **Selenium Water Quality Grant Application** [Attach 8](#)

The City of Grand Junction is applying for a \$75,000 grant from the Environmental Protection Agency (EPA). The grant proposal will study selenium and other water quality parameters in the Grand Valley and resulting impacts of these parameters on the City of Grand Junction wastewater discharge into Persigo Wash. It is recommended the grant award be sole-source to sub-recipient URS Corporation, who put together the original grant application to EPA and are recognized as national experts in this concept.

Action: Approve Grant Application; Approve URS Corporation as Sole-Source Grant Sub-Recipient for the \$75,000 Grant

Staff presentation: Eileen List, Environmental Compliance Coordinator

9. **Advertising Services Contract Renewal** [Attach 9](#)

Annual renewal of a contract with Hill & Company Integrated Marketing and Advertising to provide advertising services to the VCB.

Action: Authorize the City Manager to Sign a Contract with Hill & Company Integrated Marketing and Advertising in the Amount of \$360,000

Staff presentation: Debbie Kovalik, Executive Director, Visitors and Convention Bureau

10. **Property Boundary Line Resolution/Orchard Mesa Burkey Park** [Attach 10](#)

The Orchard Mesa Burkey Park was gifted to the City of Grand Junction in 1967. At that time, of the approximately 15 acres gifted, the two properties to the north had encroached onto the northern 23 feet of the western half of Burkey Park. A Quitclaim deed from the City to the two adjoining property owners is appropriate.

Action: Authorize the Mayor to Sign a Quitclaim Deed to the Two Properties to the North

Staff presentation: Dan Wilson, City Attorney

11. **Setting a Hearing on the Feix Annexations No. 1, 2, and 3, Located at 229 Jacquie Road** [File # ANX-2002-114] [Attach 11](#)

The Feix Annexations No. 1, 2 and 3 is a serial annexation comprising 3 parcels of land including portions of the right-of-way for Kathy Jo Lane and Jacquie Road along with acreage located at 229 Jacquie Road, comprising a total of 5.386

acres. The petitioner is seeking annexation as part of a request for Preliminary Plan approval pursuant to the 1998 Persigo Agreement with Mesa County.

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

Resolution No. 50-02 – 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, Feix Annexation Located at 229 Jacquie Road

b. Set a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Feix Annexation No. 1, Approximately 0.063 Acres, Located in the Kathy Jo Lane Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Feix Annexation No. 2, Approximately 0.102 Acres, a Portion of the Kathy Jo Lane Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Feix Annexation No. 3, Approximately 5.221 Acres, Located at 229 Jacquie Road and Including a Portion of the Kathy Jo Lane and Jacquie Road Rights-of-Way

**Action: Adopt Resolution No. 50-02 and Proposed Ordinances on First Reading Setting a Hearing for July 17, 2002*

Staff presentation: Pat Cecil, Development Services Supervisor

12. **Setting a Hearing on the Vacation of a Portion of the Right-of-Way for Crosby Road** [File #VR-2002-105] [Attach 12](#)

The petitioner is requesting approval of a vacation of a portion of the dedicated right-of-way for Crosby Road, located between the Union Pacific RR right-of-way and 25 ½ Road. The Planning Commission reviewed the request on May 28, 2002, and recommended approval of the vacation to the City Council.

Proposed Ordinance Vacating a Portion of Crosby Road Located Between the Union Pacific Railroad Right-of-Way and 25 ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 26, 2002

Staff presentation: Pat Cecil, Development Services Supervisor

13. **Setting a Hearing on the Statler Annexations No. 1, No. 2 and No. 3 Located at 2134 Buffalo Drive** [File #ANX-2002-110] [Attach 13](#)

The 5.846-acre Statler Annexation area consists of one parcel of land, approximately 5.775 acres in size. The remaining acreage is comprised of right-of-way along Buffalo Drive, from South Camp Road. There is a single-family residence on this lot. The applicants are in the simple subdivision process to create a new vacant lot. The owner of the property has signed a petition for annexation.

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

Resolution No. 51-02 – 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, Statler Annexation Located at 2134 Buffalo Drive

b. Set a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Statler Annexation No. 1, Approximately 0.020 Acres Right-of-Way Located along Buffalo Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Statler Annexation No. 2, Approximately 0.051 Acres Right-of-Way Located along Buffalo Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Statler Annexation No. 3, Approximately 5.775 Acres Located at 2134 Buffalo Drive

**Action: Adopt Resolution No. 51-02 and Proposed Ordinances on First Reading Setting a Hearing for July 17, 2002*

Staff presentation: Lori Bowers, Associate Planner

14. **Setting a Hearing on Vacating Ouray Avenue Between 5th and 6th Streets and Vacating Several Alley Rights-of-Ways for the Mesa County Public Library Expansion** [File #VR-2002-079] [Attach 14](#)

Request for approval of the first reading ordinances vacating Ouray Avenue between 5th and 6th Streets; approval of the vacation of the east/west alley between 5th and 6th Streets, north of Ouray; the remainder of two north/south alley ways between Grand Avenue and Ouray Avenue; the remainder of the east/west alley between 5th and 6th Streets, south of Ouray Avenue. This is the

2-block area from Grand Avenue, north to Chipeta Avenue, between 5th and 6th Streets. Proposal is to facilitate the new design of the Mesa County Public Library, in conformance with the approved Master Plan.

Proposed Ordinance Vacating Ouray Avenue Between 5th and 6th Streets and Establishing a 30-Foot Utility Easement; Vacating the East/West Alley Between 5th and 6th Streets, North of Ouray Avenue and Establishing Utility and Ingress/Egress Easements; Vacating the Remainder of the North/South Alleyway Between Grand Avenue and Ouray Avenue; Vacating the Remainder of the of the East/West Alley Between 5th and 6th Streets, South of Ouray Avenue and Vacating and Relocating the Utility Easement in this Area

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 26, 2002

Staff presentation: Lori Bowers, Associate Planner

15. **Setting a Hearing on the Mesa County Human Services Annexations 1 & 2 Located at 510 29 ½ Road** [File #ANX-2002-100] [Attach 15](#)

The Mesa County Human Services Annexation No. 1 and No. 2 is a serial annexation comprised of 3 parcels of land and a portion of the North Avenue and 29 ½ Road rights-of-way on 7.64 acres located at 510 29 ½ Road. Mesa County, the petitioner, is seeking annexation as part of their request for an administrative review of a simple subdivision and site plan review for a proposed new community services building to house Mesa County's Department of Health and Human Services, pursuant to the 1998 Persigo Agreement with Mesa County.

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

Resolution No. 52-02 – 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, Mesa County Human Services Annexation Located at 510 29 ½ Road and Including a Portion of 29 1/2 Road and North Avenue Rights-of-Way

b. Set a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Mesa County Human Services Annexation No. 1 Approximately .765 Acres Located on a Portion of 510 29 ½ Road and Includes a Portion of 29 ½ Road and North Avenue Rights-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Mesa County Human Services Annexation No. 2 Approximately 6.875 Acres Located at 510 29 ½ Road and Includes a Portion of the 29 ½ Road Right-of-

Way

**Action: Adopt Resolution No. 52-02 and Proposed Ordinances on First Reading Setting a Hearing for July 17, 2002*

Staff presentation: Ronnie Edwards, Associate Planner

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

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

16. **Public Hearing - Beagley Annexations No. 1, 2 and 3, Located at 3049 Walnut Avenue** [File #ANX-2002-084] [Attach 16](#)

Resolution for Acceptance of Petition to Annex and Second Reading of the Annexation Ordinance for the Beagley Annexations No. 1, 2 and 3 Located at 3049 Walnut Avenue and Including a Portion of the F Road, Grand Valley Drive and Walnut Avenue Rights-of-Way. The 5.92-acre Beagley Annexation consists of one parcel of land.

a. Accepting Petition

Resolution No. 53-02 – A Resolution Accepting 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 Beagley Annexation Located at 3049 Walnut Avenue and Including a Portion of F Road, Grand Valley Drive and Walnut Avenue Right-of-Way

**Action: Adopt Resolution No. 53-02*

b. Annexation Ordinance

Ordinance No. 3432 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 1, Approximately 0.153 Acre, a Portion of the F Road Right-of-Way

Ordinance No. 3433 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 2, Approximately 1.028 Acres, a Portion of the F Road and Grand Valley Drive Rights-of-Way

Ordinance No. 3434 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 3, Approximately 4.739 Acres, Located at 3049 Walnut Avenue and Including a Portion of Grand Valley Drive and Walnut Avenue Rights-of-Way

**Action: Adopt Ordinances No. 3432, 3433 and 3434 on Second Reading*

Staff presentation: Ronnie Edwards, Associate Planner

17. **Public Hearing – Zoning the Beagley Annexation Located at 3049 Walnut Avenue** [File #ANX-2002-084] [Attach 17](#)

The Beagley Annexation is a single parcel of land consisting of 5.92 acres located at 3049 Walnut Avenue, and includes a portion of the F Road, Grand Valley Drive and Walnut Avenue rights-of-way. The petitioner is requesting a zone of RSF-4, which conforms to the Growth Plan. Planning Commission recommended approval at its May 14, 2002 meeting. The owners have signed a petition for annexation as part of a proposed simple subdivision to create one new residential lot, which is an administrative review.

Ordinance No. 3435 – An Ordinance Zoning the Beagley Annexation to Residential Single Family with a Density Not to Exceed Four Units Per Acre (RSF-4), Located at 3049 Walnut Avenue

**Action: Adopt Ordinance No. 3435 on Second Reading*

Staff presentation: Ronnie Edwards, Associate Planner

18. **Public Hearing – Amending the Zoning and Development Code Regarding the Development Review Process** [File #TAC-2002-112] [Attach 18](#)

The proposed amendments remove the development review process timelines from the Zoning and Development Code and make changes to which development applications require General Meetings.

Ordinance No. 3436 – An Ordinance Amending the Zoning and Development Code Development Review Process

**Action: Adopt Ordinance No. 3436 on Second Reading*

Staff presentation: Bob Blanchard, Community Development Director

19. **Growth Plan Amendment for ISRE Property Located at 2990 D ½ Road** [File #ANX-2002-049] [Attach 19](#)

The ISRE property is a single parcel of land consisting of 14.149 acres located at 2990 D ½ Road. The petitioner is requesting to amend the Future Land Use Map of the Growth Plan to redesignate the property from Residential Medium-Low (2-4 units per acre) to Residential Medium (4-8 units per acre).

Resolution No. 54-02 – A Resolution Amending the City of Grand Junction Growth Plan Future Land Use Map to Redesignate Approximately 13 acres known as the ISRE Property Located at 2990 D-1/2 Road from Residential Medium Low (2 to 4 units per acre) to Residential Medium (4 to 8 units per acre)

**Action: Adopt Resolution No. 54-02*

Staff presentation: Kristen Ashbeck, Senior Planner

20. **Two Rivers Convention Center/Avalon Operations** [Attach 20](#)

Proposal to operate the Avalon Theater as an extension of Two Rivers Convention Center, beginning July 1. Full report includes transition plan from current to proposed operation.

Action: Approve Recommended Operational Plan, Including Appropriate Budget Allocation and Staff Additions, to Enable the Parks & Recreation Department to Fully Operate the Avalon Theater in Complement to its Existing Two Rivers Convention Center Operations for the Remainder of 2002 and Full Year 2003.

Staff presentation: Joe Stevens, Parks and Recreation Director

21. **Final Hearing – CDBG 2002 Program Year Action Plan, a Part of the 5-Year Consolidated Plan** [Attach 21](#)

Final adoption of the 2002 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of CDBG funds. The Action Plan includes the CDBG projects for the 2002 Program Year approved for funding on May 15, 2002.

Resolution No. 55-02 – A Resolution Adopting the 2002 Program Year Action Plan as a Part of the City of Grand Junction's 2001 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

**Action: Adopt Resolution No. 55-02*

Staff presentation: Dave Thornton, Principal Planner

22. **Grant Application between Great Outdoors Colorado (GOCO) and the Riverfront Commission to Initiate the Development of Las Colonias Park and Community Separators** [Attach 22](#)

At the May 13, 2002 Council Workshop, the Riverfront Commission made a presentation for their next GOCO Legacy Grant application which is due June 17, 2002. The presentation centered on the development of Las Colonias Park as part of the continuation of the Riverfront Greenway Legacy Project throughout

Mesa County. The application also included funding Community Separators between the City of Fruita and the Town of Palisade. The discussion focused on partnerships for the grant application. To outline the extent of the City of Grand Junction's partnership in the grant, a resolution similar to the attached resolution should be adopted.

Resolution No. 56-02 - A Resolution Supporting and Authorizing the Submittal of a Grant Application between Great Outdoors Colorado (GOCO) and the Riverfront Commission for the Continuation of the Riverfront Greenway Legacy Project throughout Mesa County

**Action: Adopt Resolution No. 56-02*

Staff presentation: Kelly Arnold, City Manager
Joe Stevens, Parks and Recreation Director

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

24. **OTHER BUSINESS**

25. **EXECUTIVE SESSION – To Discuss Property Negotiations**

For the Purpose of Discussing the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or Other Property Interest under C.R.S. Section 24-6-402(4)(a) Regarding the Bus Depot.

26. **ADJOURNMENT**

Attach 1

Minutes of May 13, 2002 Workshop, May 15, 2002 Regular Meeting & May 29, 2002 Special Meeting

**GRAND JUNCTION
CITY COUNCIL WORKSHOP**

May 13, 2002

The City Council of the City of Grand Junction, Colorado, met on Monday, May 13, 2002 at 7:04 p.m. in the City Auditorium to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobold and President of the Council Cindy Enos-Martinez.

Summaries and action on the following topics:

1. **GRAND JUNCTION ECONOMIC PARTNERSHIPS:** This group, represented by Denny Granum and Wade Haerle, requested a cash incentive grant for a company that would move to Grand Junction and create thirty new jobs. International Paperbox Machine Company from New Hampshire, a competitor of Western Slope Industries, will become an independent subsidiary of that company. They make machines that make boxes. They will operate in the same facility of Western Slope Industries. The hourly wage will be at \$12/hour plus benefits. The company will be making a million dollar cash capital investment.

Action summary: Council directed Staff to add this item to the Consent Calendar for Wednesday, May 15, 2002.

2. **RIVERFRONT GOCO CONCEPT PAPER:** Lenna Watson and Pat Kennedy of the Riverfront Commission, gave Council a brief history of the Riverfront Commission. Mr. Kennedy outlined the long-term plans of the Riverfront Commission. Los Colonias Park is one of those visions. The last Legacy grant included a Master Plan for the site. Ms. Watson continued, detailing the past grants received. She then advised of the status of the current grant application. She asked Council for their participation in 2005 and 2006. The current request is to install the infrastructure for the park. Parks & Recreation Director Joe Stevens raised a number of issues for Council to consider but was generally supportive.

Action summary: Council voiced concerns about where such a contribution would come from without seriously crippling other projects that Council has already committed to. City Manager Arnold stated those questions cannot be answered at this time, it can be looked at during budget discussions next year. Mr. Arnold offered to draft a resolution for

Council's consideration on the June 5th agenda. Councilmember Spehar raised major concerns on the message that is being presented by the TABOR Committee versus supporting a project such as this. Councilmember Terry urged flexibility to take advantage of such an opportunity.

ADJOURN at 8:35 p.m.

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

May 15, 2002

The City Council of the City of Grand Junction convened into regular session on the 15th day of May 2002, at 7:33 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Reford Theobald, Janet Terry, Jim Spehar and President of the Council Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Kirtland led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Dan Wilkenson, Liberty Baptist Church.

PROCLAMATIONS / RECOGNITIONS

PROCLAMATION DECLARING THE WEEK OF MAY 20 THROUGH MAY 26, 2002 AS "EMERGENCY MEDICAL SERVICES WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING THE WEEK OF MAY 12 THROUGH MAY 18, 2002 AS "CHRONIC FATIGUE AND IMMUNE DYSFUNCTION SYNDROME/MYALGIC ENCEPALOPATHY AWARENESS WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING THE WEEK OF MAY 20 THROUGH MAY 27, 2002 AS "BUCKLE UP AMERICA WEEK" IN THE CITY OF GRAND JUNCTION

PRESENTATION OF CERTIFICATE OF APPOINTMENT

TO PLANNING COMMISSION MEMBER

Certificate of Appointment was presented to Bill Pitts.

TO FORESTRY BOARD MEMBERS

Certificates of Appointment were presented to Mitch Elliot and Mike Heinz.

TO DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR

Certificate of Appointment was presented to Harry Griff.

TO DDA REPRESENTATIVE TO THE HISTORIC PRESERVATION BOARD

Appointee was not present and no Certificate of Appointment was presented.

Boy Scout Troop 328 was recognized and welcomed by the Mayor.

SCHEDULED CITIZEN COMMENTS

Debbie Kovalik, Director of the Visitor and Convention Bureau, reported on the success of the Hidden Treasures Travel Expo, which was held at the Two Rivers Convention Center. She said thousands visited the Expo and she was pleasantly surprised at how popular and successful the event was. The 60+ exhibitors even ran out of brochure materials. Due to this year's success, next year's expo is already being planned for the first week in May.

Gordon Williams, 446 Meadows Way, addressed the Council and read a letter he had written to Joe Stevens, Director of the Parks and Recreation Department, regarding dog parks. He then read some information from dogpark.com. He asked Council to consider establishing a dog park in Grand Junction.

CONSENT CALENDAR

Councilmember Spehar asked that item #9 be moved to individual consideration.

It was moved by Councilmember Spehar, seconded by Councilmember Terry, and carried by a roll call vote, to approve Consent Calendar items 1 through 8.

1. Minutes of Previous Meetings

Action: Approve the Summary of the April 29, 2002 Workshop and the Minutes of the May 1, 2002 Regular Meeting

2. Contract for Independent Avenue Improvements Phase II – Streets

Bids were received and opened on April 23, 2002. M. A. Concrete Construction submitted the low bid in the amount of \$876,212.17.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M. A. Concrete Construction, Inc.	Grand Junction	\$876,212.17
Elam Construction	Grand Junction	\$988,764.92
<u>United Companies</u>	<u>Grand Junction</u>	<u>\$1,020,180.40</u>
Engineer's Estimate		\$1,082,933.90

Action: Authorize the City Manager to Execute a Construction Contract for the Independent Avenue Street Improvements - Phase II with M.A. Concrete Construction in the Amount of \$876,212.17

3. **Contract for Bunting Avenue Storm Drain Asphalt and Concrete Replacement**

The Bunting Avenue Storm Drain Asphalt and Concrete Replacement will replace substandard curb, gutter and sidewalk along Bunting Avenue from 21st to 18th Street after the new storm drain is installed. Bids were opened on April 26, 2002 as follows:

Contractor	From	Bid Amount
Reyes Construction	Grand Junction	\$66,299.28
BPS Concrete	Grand Junction	\$59,725.15
G and G Paving	Grand Junction	\$54,934.88
<u>Vista Paving Corporation</u>	<u>Grand Junction</u>	<u>\$52,755.68</u>
Engineer's Estimate		\$50,369.71

Action: Authorize the City Manager to Execute a Construction Contract for the Bunting Avenue Concrete and Asphalt Replacement with Vista Paving Corporation in the Amount of \$52,755.68

4. **Setting a Hearing on Zoning Beagley Annexation Located at 3049 Walnut Avenue** [File #ANX-2002-084]

The Beagley Annexation is a single parcel of land consisting of 5.92 acres located at 3049 Walnut Avenue and including a portion of the F Road, Grand Valley Drive and Walnut Avenue rights-of-way. The petitioner is requesting a zone of Residential Single Family, 4 units per acre (RSF-4), which conforms to the Future Land Use Map of the Growth Plan. Planning Commission recommended approval at its May 14, 2002 meeting.

Proposed Ordinance Zoning the Beagley Annexation to Residential Single Family with a Density Not to Exceed Four Units per Acre (RSF-4) Located at 3049 Walnut Avenue

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 5, 2002

5. **Rename Rio Grande Drive to Camino del Rey Drive in the Mantey Heights Subdivision** [File #MSC-2002-083]

Resolution to rename a section of Rio Grande Drive to Camino del Rey Drive beginning at the undeveloped portion of the street 470' south of F Road and continuing to where the street intersects Santa Fe Drive.

Resolution No. 45-02 – A Resolution Renaming a Section of Rio Grande Drive to Camino del Rey Drive Beginning 470 Feet South of Patterson Road and Ending at Santa Fe Drive Located in Mantey Heights Subdivision

Action: Adopt Resolution No. 45-02

6. **Setting a Hearing on Rezoning of Appleton Corners Property Located at 797 24 Road** [File #RZ-2002-051]

First reading of the Rezoning Ordinance to rezone 1.85 acres from Residential Single Family Rural (RSF-R) to Neighborhood Business (B-1). The applicant has no current plan to develop the property but would like to rezone the property in order to market it for future development.

Proposed Ordinance Rezoning the Appleton Corners Property Located at 797 24 Road from Residential Single Family Rural (RSF-R) to Neighborhood Business (B-1)

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 26, 2002

7. **Setting a Hearing on Rezoning of the Lewis Property Located at 2258 South Broadway** [File #GPA-2001-178]

First reading of the Rezoning Ordinance to rezone 1.83 acres from Residential Single Family 4 (RSF-4), 2-4 units per acre and Community Services and Recreation (CSR), to Neighborhood Business (B-1) and Community Services and Recreation (CSR). The applicant wants to develop the property as a car wash.

Proposed Ordinance Rezoning the Lewis Property Located at 2258 South Broadway from Residential Single Family 4 (RSF-4) and Community Services and Recreation (CSR), to Neighborhood Business (B-1) and Community Services and Recreation (CSR)

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 26, 2002

8. **Setting a Hearing on Amending the Zoning and Development Code Regarding the Development Review Process** [File #TAC-2002-112]

The proposed amendments remove the development review process timelines from the Zoning and Development Code and make changes to which development applications require General Meetings.

Proposed Ordinance Amending the Zoning and Development Code Development

Review Process

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 5, 2002

**9. Incentive Request from Grand Junction Economic Partnership
[Moved to Individual Consideration]**

This group requested a cash incentive grant for a company that would move to Grand Junction and create thirty new jobs. The company is International Paperbox Machine Company that makes machines to manufacture boxes.

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

Incentive Request from Grand Junction Economic Partnership

This group requested a cash incentive grant for a company that would move to Grand Junction and create thirty new jobs. The company is International Paperbox Machine Company that makes machines to manufacture boxes.

Wade Haerle and Steve Ausmus of Grand Junction Economic Partnership explained the incentive request and gave details on the company. They further explained that the hourly wage of twelve dollars plus benefits is based on the minimum floor of the Living Wage rate of ten dollars and sixty cents per hour.

Upon motion made by Councilmember Kirtland, seconded by Councilmember McCurry, and carried by a roll call vote, the Incentive Request for \$69,000 for International Paperbox Machine Company was approved.

Public Hearing - CDBG 2002 Action Plan, Part of the 5-year Consolidated Plan

City Council will consider which activities and programs to fund and will prioritize and recommend levels of funding for CDBG projects for the 2002 Program Year.

The public hearing was opened at 8:06 p.m.

David Varley, Assistant City Manager, reviewed the history of the City's CDBG entitlement funds and the recommendations for this year's CDBG entitlement funds. He noted that there would be another public hearing on June 5th before the final action plan is adopted.

Councilmember Spehar asked Mr. Varley to list each of the funding requests, the recommendations and the amounts, which Mr. Varley did.

Councilmember Butler asked if the El Poso project would be funded another way. Mr. Varley said the one in Orchard Mesa has been scheduled two years out but the others have not.

Shirley Koch, Center for Independence, stated that even though her entity is not being funded, she appreciates the opportunity to apply. She suggested the committee make site visits when considering the funding requests.

Frank Jimenez, 320 W. Grand Avenue, of the El Poso project, asked for additional consideration for his project. Council stated their reasons for the recommendations.

Sister Karen Bland from the Catholic Family Outreach thanked Council and Staff for their support.

Jody Kole, Grand Junction Housing Authority, 1011 N. 10th Street, thanked Council for their continued support.

Joanne O'Fallon, Western Slope Center for Children, 259 Grand Ave, thanked Council for the funding of their project.

Sharon Sturgess, Director of the Western Region Alternative to Placement (WRAP), 1129 Colorado Avenue, also thanked Council for their support.

Juanita Trujillo, 319 W. Ouray, said she grew up in the El Poso neighborhood, which now has six Latino families and two Anglo families. She stated that they brought new houses down and rebuilt several houses. She asked Council for further support for her neighborhood.

John Mok-Lamme, Director of the Grand Junction Community Homeless Shelter, located at 2853 North Avenue, expressed his thanks to the Council for their funding grant.

Councilmember Theobald said Council's choices should not be interpreted as a lack of support for those not funded, but they had received three-times the requests than they had money to fund.

The public hearing was closed at 8:34 p.m.

Upon motion made by Councilmember Spehar, seconded by Councilmember Kirtland, and carried by a roll call vote, with Councilmember Terry voting **NO**, Council approved the CDBG City Council Subcommittee Recommendations for Funding Seven Projects for the City's 2002 CDBG Program Year Action Plan and Set a Final Hearing for June 5, 2002. Councilmember Terry felt that monies from the annual CDBG Entitlement funds should not be used to fund City projects.

Public Hearing – Larson Annexation Located at 2919/2921 B ½ Road [File #ANX-2002-054]

The annexation consists of annexing 13.562 acres of land including portions of the 29

Road, B Road and B 1/2 Road rights-of-way. The property owners have requested annexation in conjunction with a preliminary plan application.

The public hearing was opened at 8:35 p.m.

Pat Cecil, Development Services Supervisor, reviewed this item and recommended approval.

Mike Joyce with Development Concepts, located at 2764 Compass Drive, supported Staff's recommendation.

There were no public comments.

The public hearing was closed at 8:37 p.m.

a. Accepting Petition

Resolution No. 46-02 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Larson Annexation, a Serial Annexation Comprising of Larson Annexations No. 1, 2 and 3, Located at 2919/2921 B ½ Road and Containing Portions of the 29 Road, B Road and B ½ Road Rights-of-Way, is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3395 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Larson Annexation No. 1, Approximately 0.015 Acres, Located in the B Road and 29 Road Rights-of-Way

Ordinance No. 3424 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Larson Annexation No. 2, Approximately 1.921 Acres, A Portion of the 29 Road Right-of-Way

Ordinance No. 3425 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Larson Annexation No. 3, Approximately 11.626 Acres, Located at 2919/2921 B ½ Road and Including a Portion of the B ½ Road Rights-of-Way

Upon motion made by Councilmember Spehar, seconded by Councilmember Kirtland, and carried by a roll call vote, Resolution No. 46-02 was adopted, and Ordinances No. 3395, No. 3424 and No. 3425 were adopted on Second Reading and ordered published.

Public Hearing - Zoning the Larson Annexation Located at 2919/2921 B ½ Road
[File #ANX-2002-054]

The Larson Annexation consists of three parcels of land totaling 7.8 acres. The

petitioner is requesting a zone of RSF-4, which conforms to the Growth Plan and adjacent County zoned lands. The Planning Commission recommended approval of the zoning at it's April 23, 2002 meeting.

The public hearing was opened at 8:38 p.m.

Pat Cecil, Development Services Supervisor, reviewed this item.

Mike Joyce of Development Concepts located at 2764 Compass Drive, supported Staff's review.

There were no public comments.

The public hearing was closed at 8:40 p.m.

Ordinance No. 3426 - An Ordinance Zoning the Larson Annexation to Residential Single Family – 4 dwelling Units per Acre (RSF-4) District Located at 2919/2921 B ½ Road

Upon motion made by Councilmember Terry, seconded by Councilmember McCurry, and carried by a roll call vote, Ordinance No. 3426 was adopted on Second Reading and ordered published.

Mayor Enos-Martinez recused herself from the next two items due to her current contract with the developer. During this time Mayor Pro Tem Kirtland presided.

Public Hearing - Zambrano Annexation Located at 657 20 ½ Road and Zoning Zambrano Annexation Located at 657 20 ½ Road [File #ANX-2002-053]

Resolution for Acceptance of Petition to Annex/Second Reading of the Annexation Ordinance for the Zambrano Annexation located at 657 20 ½ Road. The 11.282-acre Zambrano Annexation consists of one parcel of land.

The public hearing was opened at 8:41 p.m.

Bill Nebeker, Senior Planner, asked the permission of Mayor Pro Tem Kirtland to combine the Annexation and Zoning requests. He reviewed these items including the zoning request and stated that staff is working with the applicant so that two accesses are provided to the parcel. If that cannot be worked out, an appeal would be forthcoming.

Richard Krohn, Attorney, 744 Horizon Court, represented the applicant. He said he believes the requirements are met.

There were no public comments.

The public hearing was closed at 8:46 p.m.

a. Accepting Petition

Resolution No. 47-02 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Zambrano Annexation is Eligible for Annexation Located at 657 20 ½ Road

b. Annexation Ordinance

Ordinance No. 3427 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Zambrano Annexation Approximately 11.282-acres, Located at 657 20 ½ Road

c. Zoning Ordinance

Ordinance No. 3428 - An Ordinance Zoning the Zambrano Annexation Residential Single Family – Four (RSF-4) Located at 657 20 ½ Road

Upon motion made by Councilmember Theobald, seconded by Councilmember Butler, and carried by a roll call vote, Resolution No. 47-02 was adopted, and Ordinances No. 3427 and No. 3428 were adopted on Second Reading and ordered published.

The Mayor returned to preside over the remainder of the meeting.

Public Hearing - ISRE Annexation Located at 2990 D ½ Road and Request for Zoning Located at 2990 D ½ Road [File #ANX-2002-049]

The ISRE Annexation area consists of a 14.149-acre parcel of land located at 2990 D 1/2 Road. The property owner has requested annexation into the City as the result of proposing a Growth Plan Amendment for the property to be considered by City Council at a later date. Under the Persigo Agreement all such types of development require annexation and processing in the City.

The public hearing was opened at 8:49 p.m.

Kristen Ashbeck, Senior Planner, reviewed both items.

Councilmember Terry asked for clarification on the combination review. City Attorney Wilson said the combined review is for convenience and only if there is no perceived controversy.

Council wanted to continue to have the option for keeping items separate, both on the agenda and for review and public comment purposes.

Lisa Comstock, whose address is 1134 24 Road, ISRE, LLC, applicant, asked for approval of the requests.

There were no public comments.

The public hearing was closed at 8:51 p.m.

a. Accepting Petition

Resolution No. 48-02 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as ISRE Annexation Located at 2990 D ½ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3429 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, ISRE Annexation Approximately 14.149-acres, Located at 2990 D ½ Road

c. Zoning Ordinance

Ordinance No. 3430 - An Ordinance Zoning the ISRE Annexation to Residential Single Family with a Maximum Density of 4 units per acre (RSF-4) Located at 2990 D 1/2 Road

Upon motion made by Councilmember Kirtland, seconded by Councilmember Spehar, and carried by a roll call vote, Resolution No. 48-02 was adopted, and Ordinances No. 3429 and No. 3430 were adopted on Second Reading and ordered published.

Public Hearing - Amending the Parking Ordinance

This Ordinance prohibits parking in the “planting strip” which is defined as that area between the back of curb of any street and the edge of the sidewalk closest to the street or if there is no curb then from the edge of asphalt of any street and the edge of the sidewalk.

The public hearing was opened at 8:53 p.m.

Dan Wilson, City Attorney, reviewed this item. He noted two typographical errors in the ordinance.

Councilmember Kirtland asked about an enforcement plan.

Chief of Police Greg Morrison explained that with passing the ordinance there would be a three-part phase-in; with the first phase being to educate the public; the second phase would be a warning period; and the third phase would be ticket enforcement.

Councilmember Butler noted that when the students return in the fall, re-education would be needed. Chief Morrison agreed with him.

There were no public comments.

The public hearing was closed at 8:58 p.m.

Ordinance No. 3431 - An Ordinance Amending Chapters 36 and 40 of the City of Grand Junction, Colorado Code of Ordinances Related to Parking

Upon motion made by Councilmember Butler, seconded by Councilmember McCurry, and carried by a roll call vote, Ordinance No. 3431 was adopted on Second Reading and ordered published.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

There was none.

EXECUTIVE SESSION – Update and Discussion on Persigo Agreement

It was moved by Councilmember Theobold, seconded by Councilmember Spehar to go into executive session for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, Relative to Amending Existing Contracts Under C.R.S. Section 24-6-402 (4)(e) Regarding the Persigo Agreement. The Mayor announced that Council would not be returning to regular session.

ADJOURNMENT

The meeting adjourned into executive session at 9:01 p.m.

Stephanie Tuin, CMC
City Clerk

GRAND JUNCTION CITY COUNCIL MINUTES OF THE SPECIAL MEETING MAY 29, 2002

The City Council of the City of Grand Junction, Colorado, convened into a special session the 29th day of May, 2002, at 7:45 a.m. in the Adobe Creek Room at Two Rivers Convention Center, 159 Main Street. Those present were Councilmembers Harry Butler, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobold, and President of the Council Pro

Tem Dennis Kirtland . President of the Council Cindy Enos-Martinez was absent. City Staff present were City Manager Kelly Arnold, City Attorney Dan Wilson and Community Development Director Bob Blanchard.

Council President Pro Tem Kirtland called the meeting to order.

It was moved by Councilmember Spehar, seconded by Councilmember McCurry and carried to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, relative to amending existing contracts under C.R.S. section 24-6-402(4)(e) for the Persigo Agreement.

The Council adjourned into Executive Session at 7:50 a.m.

Stephanie Tuin, CMC
City Clerk

Attach 2
West Scenic Sewer Improvement

CITY OF GRAND JUNCTION
Hwy 340

N

CITY COUNCIL AGENDA						
Subject	Award of Construction Contract for West Scenic Sewer Improvement District to Skyline Contracting in the amount of \$76,567.90					
Meeting Date	June 5, 2002					
Date Prepared	May 20, 2002				File #	
Author	Bret Guillory/Trent Prall			Project Engineer/City Utility Engr.		
Presenter Name	Mark Relph			Public Works Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: This contract would include construction of over 1,270 feet of sanitary sewer within the existing Scenic Drive subdivision located north of the intersection of West Scenic Drive and Highway 340.

Budget: This project was budgeted for 2002 construction. Sufficient funds will be allocated through the Colorado Water Pollution Control Revolving Fund Loan through the Colorado Water Resources & Power Development, to pay for costs associated with this proposed improvement district. Residents in this improvement district will responsible for payment of trunk extension fees at the time of connection to the new sewer line.

Project Costs:

Estimated Project Costs	\$98,235.45	\$6,803.01 / lot
-30% Septic System Elimination Contribution by City	(\$29,470.64)	(\$2,040.90) / lot
Total Estimated Assessments	<u>\$70,414.81</u>	<u>\$4,876.37 / lot</u>

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the West Scenic Sewer Improvement District with Skyline Construction in the amount of **\$76,567.90**. Award is to be contingent on formation of the District by the BOCC on June 13, 2002.

Background Information: The owners of real estate located along West Scenic Drive, north of the intersection of West Scenic Drive and Highway 340, have petitioned the

Mesa County Board of County Commissioners to create an improvement district for the installation of sanitary sewer facilities. The BOCC will legally form the sewer improvement district on June 13, 2002 based on bids received. Bids were received and opened on March 11, 2002 for the West Scenic Sewer Improvement District.

Should the District be formed, work is scheduled to begin on or about June 17, 2002 and continue for 21 calendar days with an anticipated completion date of July 8, 2002.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Rid</u>
Skyline Contracting	Grand Jct.	\$76,567.90
Sorter Construction	Grand Jct.	\$86,386.00
Taylor Constructors	Grand Jct.	\$90,502.50
MA Concrete Construction	Grand Jct.	\$103,412.60
RW Jones Construction	Fruita, CO.	\$230,988.00
Engineer's Estimate		\$71,098.00

Project Location:



Attach 3
Skyway Sewer Improvement District

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject	Award of Construction Contract for Skyway Sewer Improvement District to Mendez Cons. In the amount of \$1,902,875.15								
Meeting Date	June 5, 2002								
Date Prepared	May 17, 2002					File #			
Author	Bret Guillory/Trent Prall				Project Engineer/City Utility Eng.				
Presenter Name	Mark Relph				Public Works Director				
Report results back to Council	X	No		Yes	When				
Citizen Presentation		Yes	X	No	Name				
	Workshop	X		Formal Agenda		Consent		Individual Consideration	

Subject: Award of a Construction Contract for **Skyway Sewer Improvement District** to Mendez Construction in the amount of **\$1,902,875.15**.

Summary: This contract would include construction of over 27,800 feet of sanitary sewer within the existing Skyway subdivision located north east of the intersection of 23 Road and E Road.

Budget: This project was budgeted for 2002 construction. Sufficient funds will be allocated through the Colorado Water Pollution Control Revolving Fund Loan through the Colorado Water Resources & Power Development, to pay for costs associated with this proposed improvement district.

Project Costs:

Estimated Project Costs	\$2,221,155.00	\$9,915.87 / lot
-30% Septic System Elimination Contribution by City	(\$666,346.50)	(\$2,974.76) / lot
Total Estimated Assessments	<u>\$1,554,808.50</u>	<u>\$6,941.11 / lot</u>

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the Skyway Sewer Improvement District with Mendez Construction in the amount of **\$1,902,875.15**. Award is to be contingent on formation of the District by the BOCC on July 18, 2002.

Background Information: The owners of real estate located in the vicinity north east of the intersection of the 23 Road and E Road, and south east of Connected Lakes State Park, have petitioned the Mesa County Board of County Commissioners to create an

improvement district for the installation of sanitary sewer facilities. The BOCC will legally form the sewer improvement district on July 18, 2002 based on bids received. Bids were received and opened on April 9, 2002 for the Skyway Sewer Improvement District.

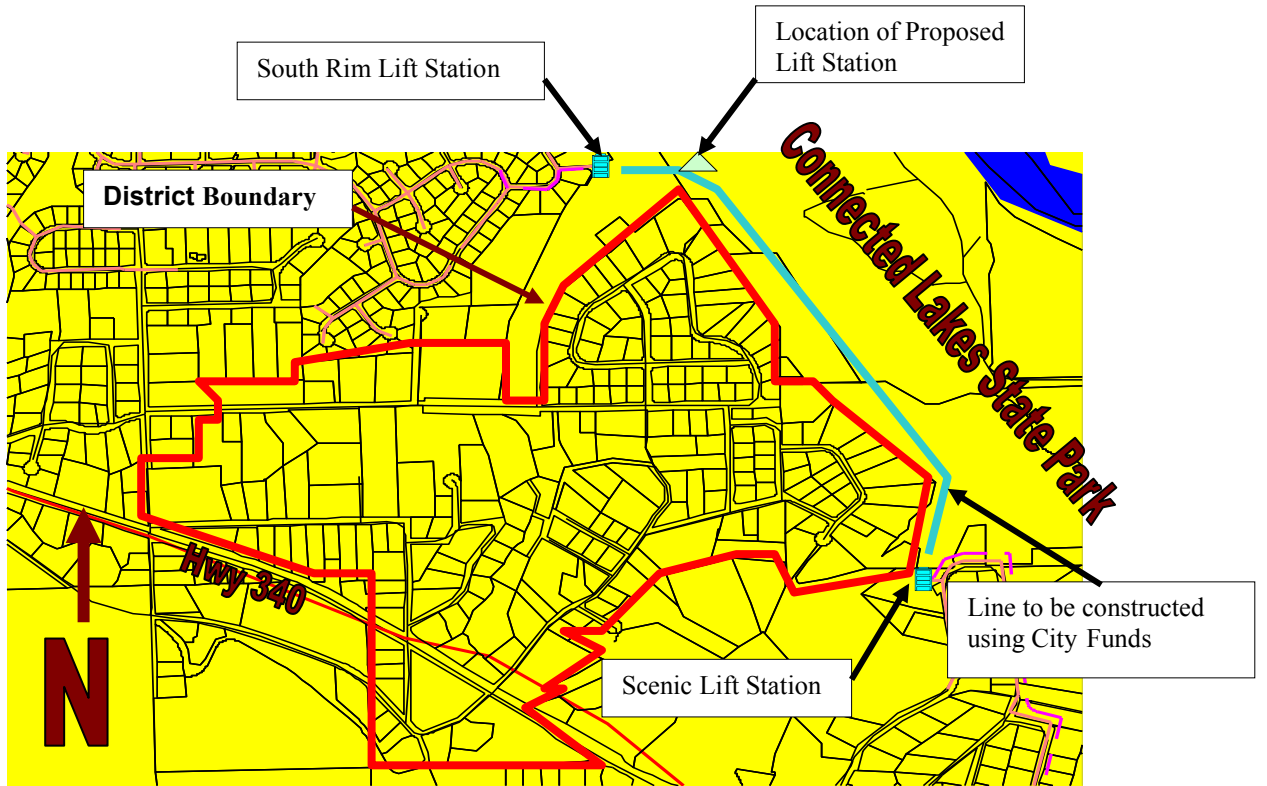
Should the District be formed, work is scheduled to begin on or about July 24, 2002 and continue for 259 calendar days with an anticipated completion date of April 8, 2003.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Rid</u>
Mendez Construction	Grand Jct.	\$1,902,875.15
MA Concrete Construction	Grand Jct.	\$2,125,841.80
Skyline Construction	Grand Jct.	\$2,230,591.10
Precision Excavating	Hayden, CO.	\$2,538,307.07
Engineer's Estimate		\$2,011,666.25

As part of this project, the City of Grand Junction will eliminate two existing lift stations (Scenic and South Rim) and consolidate them into one lift station in Connected Lakes State Parks. The proposed sewer improvement district will not be responsible for the costs associated with abandonment of the existing lift stations. The proposed portion of the new sewer line to be paid for by the City is shown on the Project Location map.

Project Location:



2002 Waterline Replacement/12th Street Waterline

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	2002 Waterline Replacements/12 th Street						
Meeting Date	June 5, 2002						
Date Prepared	May 28, 2002				File #		
Author	Mike Curtis/Trent Prall			Project Engineer/City Utility Engineer			
Presenter Name	Trent Prall			Utility Engineer			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop		Formal Agenda		X	Consent	Individual Consideration

Summary: Bids were received and opened on May 21, 2002. M. A. Concrete Construction submitted the low bid in the amount of \$325,491.60. The project consists of the replacement of 1350 LF of 8-inch PVC waterline on 12th Street from North Avenue to Elm Avenue, 650 LF of 6-inch PVC waterline on Glenwood from 12th Street to 13th Street, and 650 LF of 6-inch PVC waterline on Bunting from 12th Street to 13th Street. The project is needed to ensure adequate fire flows to Mesa State's new fine arts building.

The following bids were received for this project:

Contractor	From	Bid Amount
M. A. Concrete Construction, Inc.	Grand Junction	\$325,491.60
Taylor Constructors	Grand Junction	\$417,036.00
Engineer's Estimate		\$316,389.00

Budget:

Funding	
Total 2002 Funding (301 / F04800)	\$664,410
Other current or anticipated encumbrances	(\$440,108)
Available Budget	\$224,302

Project Costs	
Engineering and administration estimated cost	\$15,000

Construction contract	\$325,492
Total Costs	\$340,492

**Remaining Balance
(\$116,190)**

The Water Fund had \$250,000 in additional revenue last year that due to higher than normal demands. Therefore, the funding of this shortfall is proposed out of “unallocated” fund balance in the Water Fund (301). \$116,190 will be allocated to the project this fall when supplemental appropriations are adopted.

Action Requested/Recommendation:

Authorize the City Manager to execute a construction contract for the 2002 Waterline Replacements with M. A. Concrete Construction in the amount of \$325,491.60.

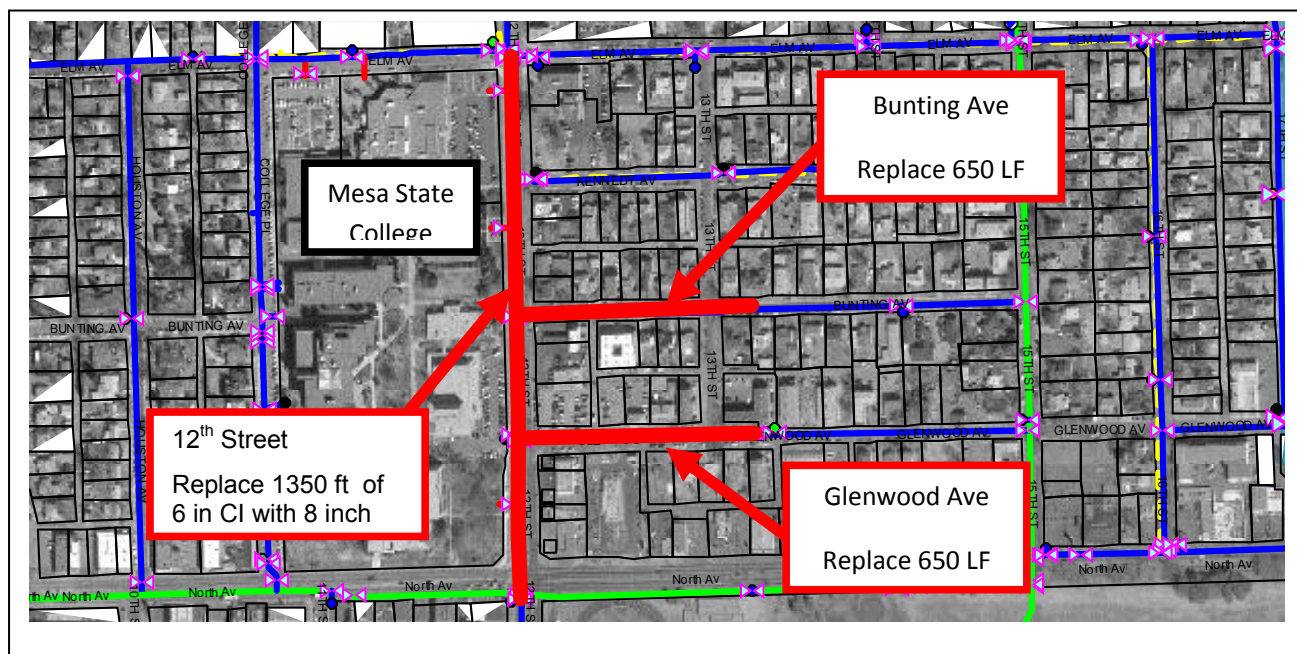
Attachments:

None

Background Information:

The project generally consists of: Bore – 70 LF of 14-inch diameter steel casing with 8-inch diameter PVC carrier pipe with restrained joints for waterline bore across North Avenue; Waterline – 1350 LF of 8-inch diameter PVC waterline on 12th Street from North Avenue to Elm Avenue, 650 LF of 6-inch diameter PVC waterline on Glenwood from 12th Street to 13th Street, and 650 LF of 6-inch diameter PVC waterline on Bunting from 12th Street to 13th Street, valves, fire hydrants and service connections; construction surveying and traffic control.

Work is scheduled to begin on June 10, 2002 and continue for 9 weeks with an anticipated completion date of August 9, 2002.



Attach 5
Track Replacement, Stocker Stadium

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Stocker Stadium Track Removal and Replacement, Phase I					
Meeting Date	June 5, 2002					
Date Prepared	May 28, 2002				File #	
Author	Rex D. Sellers			Senior Buyer		
Presenter Name	Don Hobbs			Ass't. Parks & Recreation Director		
Report results back to Council	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>
						Individual Consideration

Summary: Phase 1 construction consists of removing the existing track and curb, excavating the sub-grade, preparing the new sub-grade, back filling, compaction and a new asphalt mat.

Budget: The project budget is \$250,000, including \$60,000 in PIAB funds. This contract (\$199,000), engineering and printing expenditures (\$14,285) and the pending phase two contract (\$122,315) total \$335,600, or \$85,600 over budget. It is recommended additional funds be requested through PIAB and any remaining short fall be transferred from within the current Parks and Recreation Capital Improvement budget.

Action Requested/Recommendation: Authorization for the City Manger to sign the contract with American Civil Constructors in the amount of \$199,000.00.

Attachments: N/A

Background Information: Six contractors requested solicitation packages. Packages were also sent to the local plan rooms, The Plan Room and the Daily Journal in Denver. There were 4 contractors that attended the bid tour at Stocker Stadium. One responsive, responsible bid was received from American Civil Constructors (ACC), formerly RBI, of Lakewood Colorado for a total price of \$212,828.00. Negotiations were conducted reducing the total price \$13,828.00. The total negotiated price for Phase 1 is \$199,000.00.

The track was constructed in 1977 as a joint City/PIAB project and has been characterized by most outsiders as probably the most used track in the state. It is open everyday throughout the year and meets all high school, and with minor modification,

NCAA standards. It has been stripped to the asphalt and resurfaced only twice, once in 1987 at a cost of over \$80,000, and again in 1991, due to a surface binder failure, for \$50,000. Both resurfacing projects were funded by PIAB. Over the past twenty-five years the asphalt and sub surface have deteriorated and shifted to the point that the surface is cracked and in need of constant repair. Over the years dirt has infiltrated the porous surface and caused the rubber surface to delaminate from the asphalt causing sections of the track to lift in sheets.

This project calls for removal of the surrounding curb, track surface, asphalt base and eight inches of fill. A concrete curb that allows for full perimeter, piped drainage, will replace the grooved curb that drains directly onto the grass field. The remaining base material will be lime stabilized and a new eight-inch base added. Two, 1 ½" layers of asphalt will be laid in place and the new surface (phase 2) applied following a two week curing period.

The negotiated price of \$199,000 is comparable to cost figures received from Montrose and Delta who have recently done track work. Bid figures for asphalt were higher than anticipated due to the busy schedules of the local companies but through negotiation a small local firm was contacted and agreed to a lesser cost. Irrigation repair and sodding was removed from the original bid and will be completed in-house.

Because this track is for competitive events it is imperative that the firm installing the base be well qualified in track construction. ACC has been doing tracks for years and all references indicate they are one of the best in the business. They have an excellent work history and appear to be very capable.

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Stocker Stadium Track Removal and Replacement, Phase 2					
Meeting Date	June 5, 2002					
Date Prepared	May 28, 2002				File #	
Author	Rex D. Sellers			Senior Buyer		
Presenter Name	Don Hobbs			Ass't. Parks & Recreation Director		
Report results back to Council	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>
						Individual Consideration

Summary: Track surfacing, striping and certification for newly constructed Stocker Stadium running track.

Budget: The project budget is \$250,000, including \$60,000 in PIAB funds. This contract (\$122,315), engineering and printing expenditures (\$14,285), and pending phase one contract (\$199,000) total \$335,600 or \$85,600 over budget. It is recommended additional funds be requested through PIAB and any remaining short fall be transferred from within the current Parks and Recreation Capital Improvement budget.

Action Requested/Recommendation: Authorization for the City Manger to sign the contract with Southwest Recreational Industries, Inc. in the amount of \$122,315.00.

Attachments: N/A

Background Information: A pre-solicitation letter was sent out to 8 contractors on the current bid list. Solicitation packages were also sent to the local plan rooms, The Plan Room and the Daily Journal in Denver. There were 4 responsible responsive offers received. Evaluation criteria included: contractor qualifications, time schedule, references, 3rd party consultants and price. Southwest Recreational Industries, Inc of Lakewood, Colorado was selected as the best value and had the lowest price offer.

This is the second of two solicitations for track reconstruction. This contact is for the installation of the running surface, striping and certification. The recommended surface is a 1/2" base layer of polyurethane and black rubber granules, sprayed with a solid red structural sealing spray. Other options analyzed included a base with no spray and a base with a red porous red sealant spray. Unlike the existing porous surface the recommended solid surface will provide a number of long-term benefits to both

maintenance operations and runners. The solid surface will not allow dirt to penetrate and cause a de-lamination with the asphalt base, a real problem with the current surface. The surface is tougher and more resistant to physical damage and will be easier to clean and drain more efficiently. For the runner and walker this is an ideal surface for both training and competition. The base allows a cushion for training and leisure use while the solid surface is firm for competitive events.

The life cycle of the solid surface is estimated to be nineteen years assuming a sealing spray is applied at ten years; estimated cost per year - \$9,100. If only the base surface was applied the life would be only sixteen years but would have to have sealant applied at years four and eleven; estimated cost per year - \$12,000. The red sealant surface would have a life of eighteen years if resealed at years eight and fourteen; estimated cost per year - \$11,600.

Because this track is for competitive events it is imperative that the firm installing the base be well qualified in track construction. Southwest Recreational has been doing tracks for years and has been involved with this track since the resurfacing in 1991 and subsequent repairs and striping. All other references indicate they are one of the best in the business. They have an excellent work history and appear to be very capable.

Attach 6

Agreement with Patterson Road Development (Village Park Subdivision)

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Participation Agreement with Village Park Subdivision						
Meeting Date		June 5, 2002						
Date Prepared		May 9, 2002			File # n/a			
Author		Mike McDill			City Engineer			
Presenter Name		Tim Moore			Public Works Manager			
Report results back to Council		x	No		Yes	When		
Citizen Presentation			Yes	x	No	Name		
	Workshop				Formal Agenda	x	Consent	Individual Consideration

Summary: This document reduces to writing the agreement between the City and the Developer of the above subdivision regarding certain improvements along 28 ¼ Road.

Budget: \$100,464.50 is in the 2002 Capital Improvements Budget.

Action Requested/Recommendation: Authorize the City manager to sign an Agreement to reimburse the developer, Patterson Road Development, LLC, for the described improvements along 28 ¼ Road at Patterson and to the north thereof.

Attachments: The Agreement.

Background Information: In 1997 the City indicated its willingness to work with the above developer to construct the full width of 28 ¼ Road for north of Patterson and to adjust the radii on the south side of that intersection.

This street will be the main entrance to the future park site on the Matchet property. The City desired to make this road more aesthetic than a normal street. Mark Relph wrote a letter to the then owner of the property stating the City would pay the additional cost to construct a raised median and detached walks for approximately a quarter-mile of 28 ¼ Road. Approximately half of this request is for this work.

The other half addresses the south half of the 28 ¼ Road and Patterson intersection. The current configuration has long radius curb returns allowing motorists to make turns at an excessive speed. These long radii substantially increase the distance a

pedestrian must walk to cross Patterson. This work will construct curb returns meeting current standards and perform other related work to improve safety at this intersection.

The development now has approved plans and is ready to start construction. Both the developer and the City would like to have a formal agreement detailing the responsibilities of each party. The attached Agreement will provide that commitment.

AGREEMENT

This AGREEMENT is made and entered into effective April ____, 2002, by and between the **CITY OF GRAND JUNCTION** ("City") and **PATTERSON ROAD DEVELOPMENT, LLC**, a Colorado limited liability company ("Developer").

RECITALS

A. Developer has received preliminary approval to subdivide and develop certain property commonly known as Village Park. Village Park is located north of Patterson Road at 28 $\frac{1}{4}$, as it will be constructed.

B. City and the Developer have agreed that the City will reimburse the Developer for certain construction that is made in the course of the development of Village Park, principally to 28 $\frac{1}{4}$ Road and the South side of Patterson at 28 $\frac{1}{4}$.

C. Developer has agreed to construct the street, utilities and other necessary infrastructure.

D. City and Developer desire to reduce to writing their agreement regarding the construction of the improvements to be made to the intersection of 28 $\frac{1}{4}$ Road and the Village Park Development as well as improvements to the south-side of 28 $\frac{1}{4}$ Road.

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

- a) Developer agrees to construct certain both surface and subsurface street improvements as directed by the City. That direction shall generally be in accordance with the plans entitled "Redesign of South-side of 28 $\frac{1}{4}$ Road Intersection" dated July 1996 hereinafter referred to as the "Redesign Plans." The Developer agrees that it will build the improvements shown on the Redesign Plans in accordance with the vertical and horizontal controls, dimensions, designs and specifications and the standards that are currently in effect that may not be shown on the Redesign Plans. The Developer has had occasion to review the Redesign Plans, is familiar with current City specifications and agrees to perform all of the work in accordance with and pursuant to the same.
- b) Developer shall not be required to provide or install street name signs, pedestrian signals, make the necessary modifications to the traffic signal pole at the SE corner of Patterson and 28 $\frac{1}{4}$ Roads or stripe Patterson Road upon completion and acceptance by the City.

- c) Developer further agrees to construct detached sidewalks and a raised median in and along 28¼ Road, all as depicted and more particularly described on the plans submitted for Village Park Subdivision and the Redesign Plans.
- d) Collectively the labor, equipment and materials described in paragraphs 1, 2 & 3 shall be known for the purposes of this agreement as the Reimbursable Work.
- e) City agrees to reimburse the Developer a total, lump sum, not to exceed amount, without markup, of \$100,464.50 for completion of the Reimbursable Work. The City shall make payment of \$50,232.25 within thirty (30) days of initial acceptance of the Reimbursable Work. If the City rejects some or all of the Reimbursable Work it shall do the same in writing, addressed to the Developer, citing with reasonable particularity its objection(s). If the City does not reject some or all of the Reimbursable Work within fourteen (14) days of initial acceptance then the City shall upon execution of a lien waiver(s) by the Developer make final payment within not more than 30 more days.
- f) The City reserves the right to inspect any and all work; to require certifications of the work and to otherwise take reasonable or necessary action(s) to ensure that the work is in conformance with City standards. The City has the right to reject non-conforming work.
- g) Final acceptance of the work shall not occur or be deemed to have occurred until:
 - 1 the City rejects the work in writing or
 - 2 14 days elapses after initial acceptance is made.
- h) City agrees that Developer shall not be required to provide a bond or other financial guarantee of the estimated cost of the Reimbursable Work. The Developer understands and agrees that completion of the Reimbursable Work is a condition precedent to the final approval of the Village Park Subdivision/development project. The Developer shall be wholly responsible for and bear the risk of loss during its prosecution of the Reimbursable Work and the consequences of its failure to do the same.
- i) The Developer shall procure and maintain and shall cause each sub-contractor, if any, to procure and maintain, the minimum insurance coverage's listed below. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Developer pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Developer to maintain such continuous coverage.

Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

General Liability 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 include the City of Grand Junction, its officers and its employees, as additional insureds, with primary coverage as respects the City of Grand Junction, its officers and its employees and shall contain a severability of interests provision.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and ***FIVE HUNDRED THOUSAND DOLLARS (\$500,000)*** for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in performance of the Work. The policy shall include the City, its officers and its employees, as additional insureds, with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interest provision. A certificate of insurance shall be completed by the Architect's insurance agent(s) 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 prior to commencement of any services under the contract.

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.*, 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

The Developer agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed ***by the Developer*** under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the Developer or any officer or employee of the Developer. These obligations shall not extend to any injury, loss, or damage, which is caused by the act, omission or other fault of the City. Developer and any persons employed by Developer for the performance of work hereunder shall be independent contractors and not employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Developer as to details of doing work or to exercise a measure of control over the work mean that Developer shall follow the direction of the City as to end results of the work only. **As an independent contractor Developer is not entitled to City workers' compensation benefits or to unemployment insurance benefits. The Developer is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

The Developer shall provide by contract with the materialmen, vendors, suppliers and installers and/or contractors that all warranties concerning or relating to the equipment, material and labor provided hereunder are transferable to the City. The Developer shall warrant the Reimbursable Work for a period of one year from the date of final acceptance and to the extent necessary or required shall transfer and assign any and all warranties to the City at no cost upon completion of the Reimbursable Work. All warranties shall be for a minimum of one year from the date of final acceptance by the City.

This Agreement incorporates all prior discussions and agreements of the parties and may not be amended except in writing duly executed by the parties. The Reimbursable Work to be performed under this Agreement shall commence upon the recording of the plat for Village Park Subdivision and shall be completed within 120 days of commencement of construction.

12. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

13. This Agreement is binding upon and inures to the benefit of the parties hereto. Developer shall not assign or delegate this Agreement or any portion thereof or any monies due hereunder without the City's prior written consent.

14. Any dispute hereunder shall be resolved by submission to binding arbitration pursuant to C.R.S. §13-22-201, *et seq.*

15. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement such party may be declared in default.

16. The City shall receive originals of any documents papers and records of the Developer that are related to, prepared as a result of or required by this Agreement. Furthermore, for the purpose of making audit, examination, excerpts and transcriptions the City shall have the right of inspection of the Developer's books, records and any and all instruments of service.

17. This Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Developer will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth and upon such payment, all obligations of the City to the Developer under this Agreement will cease. Termination pursuant to this section shall not prevent either party from exercising any other legal remedies, which may be available to it. In no event shall the City be liable to the developer for direct or consequential damages including but not limited to lost profit or advantage.

18. Developer shall be solely responsible for compliance with all applicable City, state and federal laws, including the resolutions, rules and regulations of the City; for payment of all applicable taxes and obtaining and keeping in force all applicable licenses, permits and approvals.

19. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Developer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the, following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal opportunity Laws.

20. Developer shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

“CITY”

CITY OF GRAND JUNCTION

By:

Title:

“DEVELOPER”

PATTERSON ROAD DEVELOPMENT, LLC

By:

Manager

Joint resolution FY2002 Regional Transportation Planning Contract

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	FY2003 Regional Transportation Planning Contract Joint Resolution					
Meeting Date	June 5, 2002					
Date Prepared	May 22, 2002				File #	
Author	Tom Fisher			RTPO Director		
Presenter Name	Jody Kliska			Transportation Engineer		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: Approve and sign a Joint Resolution with Mesa County and the City of Grand Junction adopting the FY 2003 Regional Transportation Planning Contract (RPC).

Background Information: The work under this contract consists of regional transportation planning; the contract period is July 1, 2002 through June 30, 2003. Mesa County is a co-signer to this agreement.

Budget: Total value of this contract is \$8,000.00. City of Grand Junction Local Match Requirement is Zero.

Action Requested/Recommendation: City Council approve joint resolution for the FY2003 Regional Transportation Planning Contract.

Attachments: 2003 Regional Transportation Planning Contract and the resolution

MCM# _____
GJCC# _____

RESOLUTION

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE FISCAL YEAR 2003 REGIONAL TRANSPORTATION PLANNING CONTRACT.

WHEREAS, the City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, the City and County, in their performance of those planning Functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds In coordination with the Colorado Department of Transportation;

NOW THEREFORE BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the FY2003 Regional Transportation Planning Contract, hereunto attached, is adopted by the City Council of the City of Grand Junction, Colorado on June 5, 2002, and by the Board of County Commissioners of the County of Mesa, Colorado on June 17, 2002.

CITY OF GRAND JUNCTION

COUNTY OF MESA

Mayor
Grand Junction City Council

Chairman of the Board
Mesa County Board of Commissioners

5th day of June, 2002

17th day of June, 2002

Attest: _____
City Clerk

Attest: _____
County Clerk
Routing No: _____

REGIONAL TRANSPORTATION PLANNING
Grand Junction/Mesa County MPO
TPR

CONTRACT

THIS CONTRACT, made this ____ day of _____ 2002, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (CDOT), Division of Transportation Development, hereinafter referred to as "the State", and the Grand Junction/Mesa County MPO, PO Box 20000-5013, Grand Junction, CO 81502-5013, created under powers set forth in §§43-1-1102(5) and 30-28-105 C.R.S., hereinafter referred to as "the contractor".

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available to FEIN Number 846000783, in COFRS Fund 400, Organization 9991, Appropriation Code 010, Program 5000, Function 1441 Object 5180-1 (P), Reporting Category 0510, Project 14062, Phase 2, TOTAL ENCUMBRANCE IS \$8,000.00 EXACTLY; The Catalog Federal Domestic Assistance number (CFDA) that relates to this contract in relation to audits is 20.515; and,

WHEREAS, required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and,

WHEREAS, general purpose local governments within the Transportation Planning Region (TPR) as defined in the intergovernmental agreement of the contractor, have agreed that the Contractor shall assume responsibilities, in cooperation with the State and in accordance with §§30-28-105 and 43-1-1103(1) C.R.S. and 23 U.S.C. Section 135; and,

WHEREAS, pursuant to 23 U.S.C. Section 134, federal legislation provides for the designation of metropolitan planning organizations (MPOs) for urbanized areas of more than 50,000 population by agreement among the Governor and units of general purpose local government to carry out the transportation planning process; and,

WHEREAS, pursuant to 23 U.S.C. Section 135, federal legislation requires the Colorado Department of Transportation to develop a long-range State transportation plan which incorporates the regional transportation plans prepared by the MPOs; and,

WHEREAS, pursuant to §43-1-1103 (5) C.R.S., state legislation requires the CDOT to integrate and consolidate regional transportation plans into a comprehensive state transportation plan; and,

WHEREAS, §43-1-1101 C.R.S. identifies RPCs for the TPRs as the proper forum for regional transportation planning; and,

WHEREAS, pursuant to §43-1-1103(3)(a) C.R.S., the RPCs, in cooperation with the State and other governmental agencies, are responsible for carrying out continuing, cooperative, and comprehensive transportation planning for the TPRs; and,

WHEREAS, pursuant to §§43-1-1102(7) and 43-1-1103(5) C.R.S., the State has developed Rules at 2 CCR 604-2 ("the Rules") which identify the TPRs and set forth the process through which RPCs for the TPRs can develop, amend, and update regional transportation plans for integration by the CDOT into a comprehensive state transportation plan; and,

WHEREAS, the Regional Transportation Plan is complete and will be updated on a six year cycle pursuant to Section VII of the Rules; and

WHEREAS, the Regional Transportation Plan may be amended pursuant to Section VII of the Rules during intervening years so as to reflect changing conditions and maintain consistency with the long range state transportation plan and the State Transportation Improvement Program (STIP): and,

WHEREAS, the State receives on an annual basis federal State Planning and Research funds (SPR funds) for purposes including statewide planning, the planning of future highway programs and local public transportation systems, and plans for the implementation of such programs: and,

WHEREAS, the State desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Grand Junction/Mesa County RPC desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Contractor desires to receive SPR funds apportioned to the State by the Federal Government in accordance with 23 U.S.C. Sections 104 and 307(C) to be administered by the State and to be spent by the Contractor on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and §43-1-1103 C.R.S.; and,

WHEREAS, the funding has been approved and budgeted for use by the Contractor in the Fiscal Year 2003 SPR PR02-003 and the Federal Fiscal Year_2003 SPR PR 02-003 Work Program; and,

WHEREAS, the Contractor desires to be responsible for the expenditure of the SPR funds for carrying out activities associated with the statewide transportation planning

process, for the period beginning with the executed date of the contract through June 30, 2003 (the Program Period); and,

WHEREAS, the Contractor desires to perform the work described in the Rural Planning Work Program (Exhibit A) and has agreed to monitor the progress and costs of the work in order to stop performance prior to incurring costs in excess of \$8,000.00; and is the only entity empowered with this responsibility; and,

WHEREAS, this contract is entered into pursuant to the authority of §§43-1-106, 43-1-224, 30-28-105, 29-1-203, and 24-103-205 C.R.S.;

NOW, THEREFORE, the parties hereto mutually agree to carry out the necessary continuing, cooperative, and comprehensive transportation planning within the Grand Junction/Mesa County TPR as more specifically described herein. The parties agree:

I. SCOPE OF WORK

- A. The intergovernmental agreement creating the Contractor under C.R.S. 30-28-105, the Statewide Transportation Planning Process and Transportation Planning Regions rules (2 CCR 604-2, "the Rules"), and the Code of Federal Regulations (CFR 23, Part 172 and CFR 49, Part 18) regarding administration of negotiated contracts are made a part of this contract by reference. Also, the State Special Provisions and Exhibit A (the Rural Planning Work Program) are attached hereto and incorporated herein as terms and conditions of this contract by this reference:
- B. In the event of a conflict between CFR 23, Part 172 and/or CFR 49, Part 18 and the provisions of this contract proper of the attachments hereto; CFR 23, Part 172 and CFR 49, Part 18 shall control to the extent of such conflict. However, the provisions of 23 U.S.C. Section 135 take precedence over any conflicting terms of this contract. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Contractor or the State.
- C. The contractor shall cooperatively undertake the activities related to the statewide transportation planning process, set forth in Sections IV, V, VI, VII and VIII of the Rules and perform the tasks identified in Exhibit A for the expenditure of SPR funds during the Program Period.
- D. The contractor shall provide the mechanism for funding the tasks during the Program Period for the SPR funds to be expended to implement the planning process in the TPR.
- E. The contractor shall assure that SPR funds spent during the Program Period for those tasks identified in Exhibit A are spent in accordance with all applicable State and Federal requirements and with the terms of this contract.

- F. The contractor shall assure that the management of the Rural Planning Work Program will be accomplished.
- G. The Contractor shall provide the products and services identified in Exhibit A to the State by the specified date(s).
- H. The Contractor shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in Exhibit A and Section I. The selection for consultant services shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Contractor to secure consultant services must be reviewed and approved by the State prior to release. The Contractor shall obtain written authorization from the State before executing any contract for consultant services which utilizes SPR funds.
- I. Within 30 days after the end of the Program Period, the Contractor will provide to the State a final accomplishment report of the Rural Planning Work Program tasks performed under this contract. It shall include, but not be limited to: (1) final accomplishments by task; (2) status of uncompleted products; and, (3) actual expenditures for the Program Period. The State Contract Administrator has the right to disallow any costs incurred by the Contractor which are not consistent with or in compliance with the authorized tasks of Exhibit A.
- J. The progress and cost data associated with tasks described in Exhibit A and Section I shall be monitored by the State at least quarterly. The State reserves the right to a mid year review meeting and will provide at least one week's notice the date and time of any meeting.

II. COMPENSATION (Obligation, Billing)

- A. The contractor shall bill the State for the allowable cost of those tasks eligible for SPR funds identified in Exhibit A. Billings shall be rendered by the contractor to the State on a regular basis, provided that such basis shall be at least quarterly. All billings shall include a statement of allowable direct costs, and an invoice for the amount of reimbursable SPR expenditures by Work Program task incurred during the reporting period using the provided reimbursement forms. The State shall promptly pay the Contractor's bills for expenditures incurred in performance of tasks described in Section I, and subject to conditions specified in Section II, Paragraphs B and C.
- B. The State's obligation under this contract shall not exceed the maximum amount of \$8,000.00 unless a supplemental agreement is executed to increase such amount prior to additional costs being incurred. The contractor shall be solely responsible for all expenses incurred before the execution of this contract. In addition, the contractor shall be solely responsible for all costs incurred which are either not allowable or which exceed the total estimated costs without a prior executed

supplemental agreement.

- C. Allowable costs shall be limited to those necessary to carry out the tasks described in Exhibit A, Section I, and as provided in applicable Federal Regulations as determined by the State. These include direct costs such as the costs of computer services, salaries, technical supplies, and reproduction; public participation-related costs including mailing costs, and public opinion surveys; State Transportation Advisory Committee Member travel costs; and consultant contracts.
- D. Federal Funding. This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

III. GENERAL PROVISIONS

- A. For the purpose of this Contract, Ms. Jennifer Stewart is hereby designated representative of the State and Tom Fisher is hereby designated representative of the contractor. Either party may from time to time designate in writing new or substitute representatives or new addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below:

To CDOT:	To The Contractor:
Jennifer Stewart DTD/Transportation Planning Branch County MPO Colorado Department of Transportation 4201 E. Arkansas Avenue, EP-B606 5013 Denver, CO 80222	Tom Fisher Grand Junction/Mesa PO Box 20,000-5013 Grand Junction, CO 81502-

- B. The parties aver that, to their knowledge, their employees have no interest in and shall not acquire an interest in, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this contract. The parties further promise that they will not employ any person having an outside interest in the performance of this contract.

- C. The Contractor warrants that it has the authority to enter into this contract under the intergovernmental agreement which forms the RPC within the Grand Junction/Mesa County TPR and that it has taken all appropriate actions to lawfully execute such authority. The Contractor shall be responsible for all claims and liabilities resulting from the Contractor's acts or omissions, or the acts or omissions of consultants, subcontractors, agents, or employees of the Contractor.
- D. (1) Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this contract shall become the property of the Contractor, except as set forth herein; also, the Contractor is hereby authorized to copyright and market computer software produced under this contract. All proceeds from the sale of products or services developed under this contract must be returned to the Statewide Transportation Planning Process.

Notwithstanding the foregoing, the State and FHWA shall, without costs to them, have the royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for State and U.S. Government purposes. In addition, the State and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this contract in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. However, should the Contractor choose to market computer files and/or software produced under this project, the State agrees to refer inquiries concerning such materials to the Contractor.

- (2) All information, data, reports, records, and maps which are developed by the Contractor for carrying out the Rural Planning Work Program within the Grand Junction/Mesa County TPR, shall be made available in sufficient copies (not to exceed fifteen) to the State and FHWA, and directed by the State.
 - (3) All reports pertaining to the performance of this contract shall be reviewed and approved pursuant to the procedures established under the Rules, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the Statewide Transportation Planning Process.
 - (4) The Contractor and any consultants shall maintain all books, records, and other documentation pertaining to authorized Rural Planning Work Program tasks and to completely substantiate all costs incurred during the Program Period for a period of three years from the date of termination of this contract. These records shall be made available for inspection and audit to the State, FHWA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Contractor shall include this record keeping/audit requirement in any contract with any consultant employed to perform Rural Planning Work Program tasks by expressly requiring the Consultant to comply with this requirement.
 - (5) The State and FHWA are specifically authorized to review and inspect at all reasonable times all such records, and all technical and financial aspects of the tasks described in Exhibit A. FHWA will arrange such reviews and inspections through the State.
- E. The Special Provisions attached hereto are incorporated herein by this reference.
- F. Either party has the right to withdraw from this contract by giving written notice to the other party at least 60 days in advance of such withdrawal, whereupon the contract shall terminate at the expiration of the period of notice.
- G. Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this contract, shall not: (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or, (2) have any interest, directly or indirectly, in this contract or the proceeds thereof.
- H. The term of this contract shall begin on the executed date and extend through June 30, 2003.
- I. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid

or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

- J. This Contract is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal rules.
- K. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- L. Neither party may assign its rights or duties under this Contract without the prior written consent of the other party.
- M. The Contractor represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Contractor to lawfully execute this Contract on behalf of the Contractor and to bind the Contractor to its terms.

INDEPENDENT CONTRACTOR RELATIONSHIP

The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this contract. Contractor acknowledges that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

V GRANT ASSURANCES

- A. Since this grant contract involves the expenditure of federal funds, the grantee/local agency/contractor shall at all times during the execution of this contract strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The grantee/local agency/contractor shall also require compliance with these statutes and regulations in subgrant agreements entered into under this contract. Federal laws and regulations that may be applicable include:

- B. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations”, at 49 Code of Federal Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:
- (1) **the Contractor shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);**
 - (2) **the Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30 or section 19.30;**
 - (3) **the Contractor shall comply with section 18.37 or section 19.37 concerning any subgrants;**
 - (4) **to expedite any CDOT approval, the Contractor’s attorney, or other authorized representative, shall also submit a letter to CDOT certifying Contractor compliance with section 18.30 or section 19.30 change order procedures, and with 18.36(d) or section 19.36(d) procurement procedures, and with section 18.37 or section 19.37 subgrant procedures, as applicable;**
 - (5) **the Contractor shall incorporate the specific contract provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.**
- C. Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the contract work includes professional engineering or architectural services.
- D. Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the contract work includes construction services.
- E. Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first above written.

STATE OF COLORADO, COLORADO DEPARTMENT OF TRANSPORTATION

ATTEST:

By: Tom Norton
Executive Director, CDOT

By: _____
Chief Clerk

By: Jennifer Finch
Director, DTD

APPROVED:

Ken Salazar
Attorney General

By: _____
Arthur Barnhart
State Controller

By: Jim Martin
Assistant Attorney General
Natural Resources Division

REGIONAL PLANNING COMMISSION

By: _____
Chairman
Board of County Commissioners

By: _____
Mayor
City of Grand Junction

By: _____
County Clerk and Recorder

By: City Clerk

EXHIBIT A

RURAL PLANNING WORK PROGRAM

The purpose of this exhibit is to present detailed procedures for the continuation of the statewide transportation planning process within the Transportation Planning Regions.

TASK 1 - STATEWIDE TRANSPORTATION ADVISORY COMMITTEE (STAC)

Purpose: For the STAC representative from the Grand Junction/Mesa County MPO to attend regularly scheduled meetings and carry out the other duties of the STAC pursuant to Section 43-1-1104 C.R.S., as amended, and to Section V. of the Rules for the Statewide Planning Process (2 CCR 604-2).

Method:

1. Review and comment on Regional Transportation Plans.
2. Review and provide a recommendation to the Department on whether the plans, amendments, and updates to these plans meet the requirements of sections V-A of the Rules.
3. Assist in resolving conflicts which arise between TPRs, or between the Department and a TPR.
4. Make recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTP) into the State Transportation Plan.
5. Provide advice to the Department on Colorado's mobility requirements by furnishing regional perspectives on transportation problems requiring statewide solutions.
6. Make recommendations to Planning Organizations and the Department that will improve modal choice, linkages between modes, and transportation system continuity.

TASK 2 - PUBLIC PARTICIPATION

Purpose: For the Grand Junction/Mesa County MPO in cooperation with the Department in carrying out the Statewide Public Participation Process for Transportation Planning pursuant to Section VI-A of the Rules for the Statewide Planning Process (2 CCR 604-2).

1. Cooperate with the Department in providing reasonable notice and opportunity to comment on upcoming state transportation planning related activities and meetings.

2. Provide annual recommendations on the TPR project priorities for the STIP through the Project Priority Programming Process.
3. Cooperate with the Department in facilitating public meetings in the TPR pursuant to Section VI-A (6) of the Rules for the Statewide Planning Process (2 CCR 604-2).
4. Review and comment on draft Statewide Transportation Improvement Programs.
5. Prepare responses to significant issues raised at required public meetings within the TPR concerning the RTP pursuant to Section VI-A of the Rules for the Statewide Planning process (2 CCR 604-2).

TASK 3 - STATEWIDE TRANSPORTATION PLAN REVIEW

Purpose: Provide input on the integration and consolidation of regional plans with the Statewide Transportation Plan.

Method: Review and provide comment, through the STAC representative, on elements of the Statewide Transportation Plan, including proposed criteria for incorporating projects into the Statewide Transportation Plan, drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to Section 43-1-1103 (3) (a) C.R.S.

TASK 4 - REGIONAL TRANSPORTATION PLAN AMENDMENTS

Purpose: Circumstances altering the transportation systems planning factors upon which the RTP is based may change the TPRs project priority recommendations to the Department and require amending the RTP.

Method: Amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 604-2).

Attach 8
Selenium Water Quality Grant Application

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Selenium Water Quality Grant Application: Consent to apply; consent for sole source contract						
Meeting Date	June 5, 2002						
Date Prepared	May 28, 2002				File #		
Author	Eileen List			Environmental Compliance Coordinator			
Presenter Name	Eileen List			Environmental Compliance Coordinator			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop		Formal Agenda		X	Consent	Individual Consideration

Summary: The City of Grand Junction is applying for a \$75,000 grant from the Environmental Protection Agency (EPA). The grant proposal will study selenium and other water quality parameters in the Grand Valley and resulting impacts of these parameters on the City of Grand Junction wastewater discharge into Persigo Wash. It is recommended the grant award be sole-source to sub-recipient URS Corporation, who put together the original grant application to EPA and are recognized as national experts in this concept.

Budget: N/A; There are no matching fund requirements.

Action Requested/Recommendation: Approve grant application; approve URS Corporation as sole-source grant sub-recipient.

Attachments:

1. Staff Report
2. URS proposal

Background Information:

See attached Staff Report and URS proposal.

In late 2001 URS Corporation filed an application with the United States Environmental Protection Agency for an innovative study to “trade Selenium credits/impacts” on Colorado and Gunnison River segments impacted by Selenium concentrations from irrigation practices. The City of Grand Junction and other Grand Valley entities were listed as cooperators in the study. EPA approved \$75,000 for the year 2002, but wanted the City of Grand Junction to be the grant recipient rather than URS Corporation.

The City is a now revising the URS application, but need City Council approval for (1) the application and (2) to award the grant to URS Corp as a sub-recipient. EPA recognizes URS as one of the leading engineering consulting firms in the field of water quality trading credits.

PUBLIC WORKS AND UTILITIES DIVISION * CITY COUNCIL STAFF REPORT

TO: Mark Relph, Public Works and Utilities Director
FROM: Eileen List, Environmental Regulatory Coordinator
SUBJ: Selenium Water Quality Trading grant, sole-source contract
DATE: May 28, 2002

Earlier this year the URS Corporation put together a Selenium Water Quality Trading Program proposal for a USEPA non-matching grant opportunity. The USEPA has indicated it will provide \$75,000 for funding in 2002; however it would like the City of Grand Junction to be the grant recipient as a public entity.

This innovative selenium proposal is directly relevant and beneficial to the temporary modification on Persigo Wash and the City of Grand Junction wastewater discharge into Persigo Wash. Many stakeholders in the Lower Colorado River support the proposal. Key elements of the proposal (attached) are to:

- Identify, select and pilot effective selenium controls;
- Develop Geographic Information System (GIS) decision-making tools to analyze and evaluate the water quality and environmental trading benefits from various project site locations;
- Reduce nonpoint source loading from agricultural and urban sources;
- Enhance habitat for threatened and endangered fish species in the Colorado River and facilitate endangered fish species recovery;
- Explore opportunities for cross-pollutant trading;
- Improve the chemical, physical and biological integrity of the Lower Colorado River.

I recommend the URS Corporation be designated as the sole-source sub-recipient for this contract award as URS put together the original grant application, USEPA has already indicated support of the URS proposal, and the project authors are nationally recognized experts in the water quality trading concept. The project authors also have a strong working relationship with USEPA officials who are responsible for expanding the water quality trading opportunities at a national level.

This issue should be presented to Council quickly for their approval as USEPA wishes to get the grant executed soon. Please let me know if you need additional information.

C: Greg Trainor, Utilities Manager

P R O P O S A L

SELENIUM WATER QUALITY TRADING PROGRAM
LOWER COLORADO RIVER

Prepared for

Office of Water
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW
Washington, DC 20460

Submitted by
Julie Vlier, P.E.
Project Manager
URS Corporation
8181 East Tufts Avenue
Denver, CO 80231

December 16, 2011

December 16, 2011

Tracy Mehan, Assistant Administrator
Office of Water
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW
Washington, DC 20460

Dave Swack, Grant Administrator
EPA Program Office
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW
Washington, DC 20460

Subject: Unsolicited Proposal for Office of Water, Trading Funds – “Selenium Trading Program in the Lower Colorado River Basin, Colorado”

Dear Sirs:

TABLE OF CONTENTS

URS Corporation appreciates this opportunity to submit an unsolicited proposal for a Selenium Trading Program in the Lower Colorado River Basin, Colorado (Trading Program). Selenium is a significant water quality issue in the Colorado River Basin, as also identified on the Colorado 303(d) list. Imminent development and implementation of the selenium total maximum daily load (TMDL) is necessary.

This Trading Program offers innovative mechanisms for achieving multiple environmental benefits in the region. Key benefits of this project include:

- Identifying, selecting, and piloting effective selenium controls,
- Developing Geographic Information System (GIS) decision-making tools to analyze and evaluate the water quality and environmental trading benefits from various project site locations,
- Reducing nonpoint source loading from agricultural and urban sources,
- Enhancing habitat for threatened and endangered fish species in the Colorado River and facilitating endangered fish species recovery,
- Exploring opportunities for cross-pollutant trading,
- Developing a trading program that encourages “from the grassroots up” approaches,
- Maximizing trading partner flexibility (i.e. between point and nonpoint sources; nonpoint and nonpoint sources; and nonpoint and point sources), and
- Improving the chemical, physical and biological integrity of the Lower Colorado River.

This unique Trading Program will test and apply critical trading tools and approaches geared towards holistic environmental benefits and effective nonpoint source reduction of selenium from agricultural and urbanized communities. Other water quality benefits inherent to the Trading Program will be a reduction of nutrient and sediment loads and concept transferability to other EPA regions.

The Trading Program has received widespread support from stakeholders in the basin. URS is amenable to exploring cooperative contracting mechanisms with sponsoring entities like the City of Grand Junction. We look forward to the opportunity to discuss this proposal with you further. Please feel free to contact me at (303) 740-2715 with any further questions or comments.

Very truly yours,

Julie Vlier, P.E.
Manager of Water Quality Services

Enclosures

cc: Mr. David Batchelor, USEPA, DC
Mr. Mahesh Podar, USEPA, DC

TABLE OF CONTENTS

Ms. Lynda Wynn, USEPA, DC

Mr. Bruce Zander, EPA Region VIII

Mr. Greg Trainor, Utility Manager, City of Grand Junction

Ms. Ronda Sandquist, Baker

Executive Summary ES-1

Section 1 ONE	Scope of Work 1	
1.1	Background and History	1
1.2	Proposed Scope of Work	2
	1.2.1 Phase 1 – Project Design	2
	1.2.2 Phase 2 – Project Implementation.....	5
Section 2 TWO	Budget and Schedule 5	
2.1	Project Budget.....	5
2.2	Project Schedule	6
Section 3 THREE	Project Team and Prior Experience 1	
3.1	Project Team.....	1
3.2	Prior Experience.....	2
Section 4 FOUR	References	4

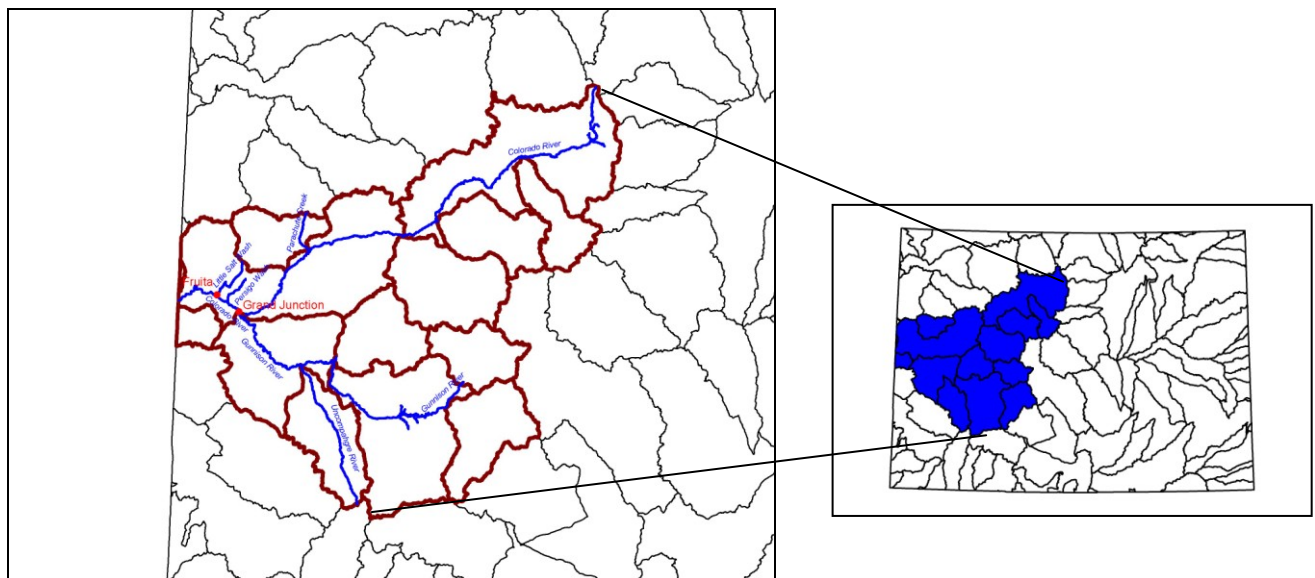
Executive Summary

Nonpoint sources are logical targets for future pollution reduction efforts using water quality incentives like pollutant trading. As a water quality leader, URS Corporation (URS) submits this application for grant funding to demonstrate a “Selenium Trading Program” (Trading Program) within the Lower Colorado River Basin, Colorado (Figure 1).

Selenium is a significant water quality issue, as reflected on the Colorado 303(d) list for Colorado River Basin stream segments. As such, a selenium total maximum daily load (TMDL) is necessary. The Trading Program will provide an innovative mechanism for multiple water quality and environmental benefits in the region, including;

- Identifying, selecting, and piloting effective selenium controls,
- Developing Geographic Information System (GIS) decision-making tools to analyze and evaluate the water quality and environmental trading benefits from various project site locations,
- Reducing nonpoint source loading from agricultural and urban sources,
- Enhancing the habitat for threatened and endangered fish species in the Lower Colorado River, Colorado and facilitating endangered fish species recovery,
- Exploring opportunities for cross pollutant trading,
- Developing a trading program that encourages “from the grassroots up” approaches,
- Maximizing trading partner flexibility (i.e. between point and nonpoint sources; nonpoint and nonpoint sources; nonpoint and point sources), and
- Improving the chemical, physical and biological integrity of the Lower Colorado River, Colorado.

This unique trading demonstration project will test and apply critical trading tools and approaches geared towards holistic environmental benefits and effective nonpoint source reduction of selenium from agricultural and urbanized communities. Other water quality benefits inherent to the Trading Program will be a reduction of nutrient and sediment loads.



Executive Summary

Figure 1. Lower Colorado River Watershed (Colorado) - General Location Map

The Lower Colorado River Basin, Colorado, encompasses the southwest quadrant of the state of Colorado including the Colorado River, Gunnison River, North Fork of the Gunnison River, San Miguel River, Uncompahgre River, Dolores River, San Juan River, and the Animas River.

Selenium is one of the most noteworthy nonpoint source issues in the Lower Colorado River (Colorado). Studies indicate that irrigation return flows and drainage leaching through Mancos Shales may account for as much as 75% of the selenium load to the Lower Colorado River Basin, Colorado (Figure 2). Increased agricultural and urbanized activity in this region have also prompted nutrient and sediment impairment of many tributaries to the Lower Colorado River, Colorado (Colorado Water Quality Control Division (WQCD), 2001).



Figure 2. Mancos Shale (GBSTF, 2001).

The features of the proposed Trading Program in the Lower Colorado River Basin (Colorado) target the following critical water quality and environmental issues:

High selenium concentrations are a serious concern in the Lower Colorado River watershed, Colorado. The selenium is found naturally in the Mancos Shales and leaches into the system as a result of irrigation return flows. Selenium concentrations exceed the aquatic life standard of 5 $\mu\text{g/L}$. The State of Colorado recognizes the selenium problem on its 303(d) list.

Bioaccumulation of selenium potentially impacts the recovery of four threatened and endangered fish species in the Lower Colorado River basin (Colorado). Selenium reductions, in combination with other recovery actions, like the “Recovery Implementation Program Recovery Action Plan” and “Programmatic Biological Opinion for Implementation of Recovery Programs in the Colorado River Basin” (U.S. Fish and Wildlife Service, June 1999) are important to achieving recovery of four listed fish species in the Colorado River; the Humpback Chub, Colorado Pikeminnow, Boneytail Chub, and Razorback Sucker.

Nonpoint source impairment resulting from agricultural sources can be managed to reduce selenium loads. The Grand Valley of the Lower Colorado River basin, Colorado, consists of some of the states richest agricultural lands, ideally suited for

Executive Summary

the production of fruits and vegetables (apples, peaches, grapes, grains (corn and barley), onions, and alfalfa). A variety of nonpoint source management strategies should be analyzed and pilot-tested to support cost-effective pollutant reduction mechanisms under a pollutant trading framework.

Selenium and nutrient loads from Individual Sewer Disposal Systems (ISDS) in this region can be managed. A potential source of selenium and nutrient loads to alluvial groundwater and surface water is ISDS leachate. Municipalities in the region, such as the City of Grand Junction, are well-suited to evaluate the costs and water quality benefits of an ISDS conversion program in the region.

Stormwater is a potential contributor to selenium loads in the Lower Colorado River basin. Pollutant reduction facilities that target selenium removal and go beyond best management practices (BMPs) may result in water quality benefits conducive to the Trading Program. These facilities could address local stormwater quality problems by detaining and filtering stormflows.

Wastewater treatment facilities (WWTFs) are challenged to meet wasteload allocations and stringent effluent concentration limits. The aquatic life (chronic) standard for selenium is 5 µg/L. Future standard-setting hearings anticipate further reduction of the selenium standard to 2.5 µg/L. Due to the selenium issues in the basin, WWTFs may be required to use this selenium standard to come up with water quality based effluent limits (WQBELs).

Table 1 summarizes the key features of the Selenium Trading Program. As described in Section 1, this multi-faceted trading program will provide project approaches and work products that are transferable to other national watersheds, while addressing pressing water quality and environmental issues in the region.

Executive Summary

**Table 1
Project Features - Proposed Scope of Work**

Selenium Trading Program for the Lower Colorado River Basin, Colorado
Stakeholder Involvement, Coordination, and Outreach
Description of Pollutant Trading in the Lower Colorado River Basin (Colorado)
Development of GIS Tools for Analyzing, Evaluating and Siting Priority Trading Projects
Development of Unique Trading Framework and Guidance
<ul style="list-style-type: none"> • Controls to Reduce Selenium Loading - Agricultural Controls - ISDS Conversion to Municipal WWTF
<ul style="list-style-type: none"> • Monitoring System Design - Baseline Characterization - Removal Effectiveness - Trade Ratios - Endangered Fish Species Habitat and Recovery
Trading Program Approvals and Implementation
Environmental Benefits of Pollutant Trading
<ul style="list-style-type: none"> - Threatened and Endangered Species Benefits - Water Quality Benefits

The proposed level of effort to design, develop and implement this trading project is estimated at \$298,000. The program will be developed over a three-year timeframe and leverage other sources of funding for cross-cutting water quality improvements and endangered species recovery.

The project will be lead by nationally recognized experts in the pollutant trading arena, Ms. Julie Vlier, P.E., URS Corporation, and Ms. Ronda Sandquist, Esq., Baker and Hostetler, LLC. Ms. Vlier will provide the engineering and technical leadership on the project and Ms. Ronda Sandquist, Esq. will provide the legal and water quality policy expertise for the trading program. All activities will be coordinated with interested stakeholder groups.

Section 1 .

Scope of Work

Background and History

The Colorado River Basin (made up of the Upper and Lower Colorado River Basins) is the second largest basin in Colorado, covering 20% of the state (Figure 1). It includes the Colorado River and other major tributaries such as the Blue, Eagle, Roaring Fork, Gunnison, Uncompahgre, Dolores and San Miguel Rivers in Colorado. The headwaters of the region are generally high mountain areas, where the natural quality of water is generally good. Along with the very low concentrations of natural pollutants, the streams are very sensitive to man-made additions of pollutants, with little buffering capacity. This has a particular impact on the aquatic life use of the streams. Due to the fact that this high mountain stream is located in a relatively narrow valley, there is the additional threat for affecting aquatic life simply through the loss of habitat (CDPHE-WQCD, 1999).

In the Lower Colorado Basin, different climatic conditions and more erodible or alkaline soils and some underlying geologic formations, like the Mancos Shale, can naturally affect the quality of water and exacerbate areas which have been impacted by man's activities (CDPHE-WQCD,1999). The Grand Valley on the Lower Colorado River (Colorado) is a major agricultural area in the basin, featuring some of the most productive lands for growing peaches, apples, plums, and vegetables. Irrigation is an extremely important part of this agriculturally dominant area and several canals transport water from the Colorado River to the City of Grand Junction and outlying areas.

Four threatened and endangered fish species also co-exist in the Colorado River and efforts are underway to aggressively recover fish populations and identify major selenium sources and implement practices which will reduce selenium levels (CDPHE-WQCD, 1999). In 1983 incidences of mortality, deformities, and decreased reproduction in fish and aquatic birds were first discovered by the U.S. Fish and Wildlife Service at the Kesterson Wildlife Refuge in the western San Joaquin Valley, California, where irrigation drainage waters with high concentrations of selenium were collected. Due to concerns that problems with selenium toxicity may not be confined to the Kesterson Refuge, in 1985, the U.S. Department of Interior began a program to study the effects of irrigation drainage on the water quality of the Western United States (GBSTF, 2001).

Investigations by the National Irrigation Water Quality Program (NIWQP) and the United States Geological Survey (USGS) in 1987-88 indicated that irrigation drainage from the Uncompahgre Project along the Western Slope of Colorado, a Bureau of Reclamation (BOR) irrigation project, might be a primary source of selenium, in addition to dissolved solids and other constituents to the Gunnison and Uncompahgre Rivers. Additional studies conducted in 1991-93, found that 64% of water samples collected from the lower Gunnison River and about 50% of samples collected from the Lower Colorado River (Colorado), exceeded the U.S. Environmental Protection Agency (EPA) selenium criterion of 5 µg/L for protection of aquatic life (GBSTF, 2001).

Based on these results it appears that drainage from the Uncompahgre and Grand Valley may account for as much as 75% of the selenium load to the Lower Colorado

SECTION ONE

Scope of Work

River. The primary source areas for selenium were determined to be in those areas where extensive irrigation is located on Mancos Shales (GBSTF, 2001).

In 1998, a very successful selenium tradable loads program was initiated in the San Joaquin Valley, California. The approach was to control agricultural selenium loading by controlling drainage flow. Trading was an important mechanism, in conjunction with economic incentives (fees) for excess discharges. The selenium trading program results in this region have been quite impressive, with the farmers discharging less than their allowable limit and selenium discharges 15% below historical levels (GLTN, 2001).

Selenium is a significant nonpoint source issue in the Lower Colorado Basin (Colorado). Four segments in the Colorado River basin are on the Colorado 303(d) list for selenium. Pollutant trading will provide ideal water quality incentives for nonpoint source reduction efforts of selenium, while providing more comprehensive environmental benefits in the watershed, like reduction of nutrient and sediment loads and recovery of endangered fish species.

Proposed Scope of Work

The conceptual design for the Trading Program is outlined below. The design is presented in two phases. Phase 1, Project Design, will include coordinating with the various agencies and entities, setting up the trading program, developing GIS tools to locate effective selenium controls, developing trading guidelines, and establishing a monitoring system design. Phase 2 will include construction of projects, implementation of the trading program and data collection. It is anticipated that Phase 1 will occur during the year 2002, with Phase 2 occurring over the following 2 to 3 years.

Phase 1 – Project Design

Phase 1 (Tasks 1-5) provides the technical, scientific and institutional framework for the Trading Program.

Task 1 – Stakeholder Involvement, Coordination, and Outreach

This Trading Program will be developed using “from the grassroots up” approaches. Stakeholder involvement, coordination and outreach recognize that local support and need will successfully drive the development of the Trading Program.

Certain portions of the Lower Colorado River Basin (in Colorado), the Gunnison and Uncompahgre Rivers, have actively been investigating ways to reduce selenium and aid in the development of TMDLs. Stakeholder involvement, including Selenium Task Force workgroups, have been formulated in the Grand Valley and Gunnison River basin to identify creative methods for selenium reduction, while addressing endangered species issues. Coordination with each of these workgroups will provide key input on the framework of the Lower Colorado River (Colorado) basin Trading Program.

Coordinate with the existing task force/watershed groups along the Gunnison and Uncompahgre Rivers and in the Grand Valley. This group will include agencies such as: City of Grand Junction, Mesa County, BOR, CDPHE, EPA Region 8, water users/irrigators, and USFWS.

Communicate/coordinate with Water Quality Control Commission, Water Quality Control Division/Watershed Coordinator, and EPA Region 8.

SECTION ONE

Scope of Work

Work Products. *Public outreach; summary and distribution of meeting minutes; key components for trading, benefits/needs for trading in the Lower Colorado River basin, Colorado.*

Task 2 - Pollutant Trading Framework - Lower Colorado River Basin, Colorado

The water quality drivers for trading in the Lower Colorado River basin, Colorado, are reducing agricultural and urban sources of selenium in the basin that potentially constrain meeting water quality objectives. Founded on stakeholder support and project objectives, the pollutant trading framework will include at a minimum, the following concepts;

Developing nonpoint source management strategies that reduce selenium and nutrient loads from agricultural sites. Pollutant reduction mechanisms will include non-structural alternatives, such as irrigation management strategies, and structural solutions, such as extended detention followed by wetlands treatment.

Reducing water quality impacts from ISDSs in the Grand Junction area. ISDS conversion to centralized sewer at the Grand Junction WWTF may provide cost-effective water quality benefits to the Colorado River that complement the trading framework.

Targeting pollutant reduction strategies for controlling stormwater runoff within the basin. Pollutant reduction facilities targeted for selenium load reductions will result in water quality benefits conducive to the Trading Program. Management strategies may include detaining and filtering stormwater at local sites where stormwater quality has been an issue.

Developing GIS tools to aid in the decision-making of priority trading projects based on science, control technologies, costs, pollutant removal effectiveness, and environmental benefits. The GIS provides a spatial and visual interface to trading program development and decision-making. GIS tools will be developed to help ideally site the trading projects by maximizing selenium reduction and environmental benefits in a cost-effective manner.

Exploring opportunities for cross pollutant trading concepts. The relationship between selenium toxicity to fish, alkalinity, and pH may complement demonstration of cross pollutant trading concepts.

Developing a trading pool, whereby “trade credits” are available to a variety of point and nonpoint source applicants. Pooling, or banking, trade credits will maximize flexibility in the trading program, making credits available for a variety of applicants and allowing a variety of trades (i.e., point to nonpoint, point to point, nonpoint to nonpoint, nonpoint to point).

Work Products. *Conceptual plans and description for trading projects in the Lower Colorado River basin (Colorado); Draft Trading Framework Guidance.*

Task 3 - Development of GIS “Trading Tools”

GIS provides useful decision-making tools to facilitate trading program development and implementation. State-of-the-art Arc-Info™ tools will provide the basis for locating trading projects in areas more susceptible to selenium impacts. A variety of existing GIS

SECTION ONE

Scope of Work

coverages and data layers will be utilized in the development of the Trading Program GIS “trading toolbox”, including:

Geology and soils,
Land uses,
Digital Elevation Mapping,
Data on ISDS locations/inventory,
Stormwater outfall inventory,
Protected river segments for fish recovery,
Water quality information and sampling locations,
Streamflows and stream gaging stations, and
Existing NAWQA coverages from the Lower Colorado River basin (USGS, 2000).

Work Products. *GIS “trading tools” to facilitate development and implementation of the Trading Program.*

Task 4 - Identifying Controls to Reduce Selenium Loading

A variety of selenium control strategies will be identified to demonstrate and pilot-test the Trading Program. Based on stakeholder input and information garnered from the GIS trading tools, various agricultural and urban sources will be targeted for trading projects. Potential trading projects may include the following:

Irrigation management strategies on selected irrigated acreages,
ISDS conversion to central sewer at a municipal WWTF, and
Stormwater quality control strategies that go beyond BMPs and detain and filter stormflows.

Three priority projects will target selenium removal and be conceptually designed (30-percent design level) for the Trading Program.

Work Products. *Conceptual design of up to three (3) trading projects selected to reduce selenium loading in the Lower Colorado River basin.*

Task 5 - Monitoring System Design

A monitoring system will be conceptually designed to provide the technical basis and environmental benefits for pollutant trading, by tracking selenium reductions and species improvement. The monitoring design will characterize baseline conditions, establish pollutant reduction effectiveness of the various control strategies, and provide the basis for trade ratios.

The monitoring program will be coordinated (from the standpoint of sampling frequency, constituents, analyses, and sampling locations) with the existing selenium monitoring efforts already underway along the Gunnison and Uncompahgre Rivers to maximize efficiencies. The monitoring program design will effectively characterize the impact of a trading program at sampling locations both along the tributaries and the Colorado River mainstem.

Work Products. *Monitoring System Design for Selenium Trading in the Lower Colorado River Basin (Colorado).*

SECTION TWO **Budget and Schedule**

Phase 2 – Project Implementation

The focus of Phase 2 is trading program implementation. Tasks 6-8 will demonstrate the effectiveness of the Trading Program.

Task 6 - Trading Program Project Construction and Implementation

Based on the selected priority trading projects from Phase 1, up to three trading projects will be designed and constructed. Project design and construction will be coordinated with stakeholders.

Work Products. Design, construction, and implementation of up to three of the trading projects.

Task 7 - Monitoring Pollutant Removal Effectiveness

The pollutant reduction effectiveness of the Trading Program will be confirmed through implementation of the monitoring system designed in Phase 1. This task provides the technical basis of the Trading Program, and will include data that quantifies the chemical, biological, and physical characterization upstream and downstream of the selected trading projects (assumes coordination with other water quality monitoring efforts).

Work Products. Implementation of monitoring program, data collection and analysis.

Task 8 - Documenting Environmental Benefits of Pollutant Trading

The water quality and environmental benefits of the Trading Program will be documented in an executive summary format. Results and findings will be presented to the local watershed task force, the Colorado Water Quality Control Commission and the Great Lakes Trading Network that document the multiple environmental benefits, unique approaches, lessons learned and transferable applicability of the Trading Program.

Work Products. Documentation and presentation of findings from the Trading Program. Websites, Powerpoint™, and other presentation materials may be used.

Section 2 – Budget and Schedule

Project Budget

The budget for the proposed scope of work is outlined in Table 2. This estimated level of effort for Phases 1 and 2 is \$298,000. The project budget assumes cooperation with other entities in the Lower Colorado River basin and leveraging the Trading Program with other funded programs that provide water quality and environmental benefits in the Lower Colorado River Basin (i.e. Threatened and Endangered Fish Species Recovery Program, Gunnison and Lower Colorado River Basin Selenium Task Forces, etc.).

**Table 2
Estimated Level of Effort**

Task	Total Cost
-------------	-------------------

SECTION TWO **Budget and Schedule**

	(Dollars)
Phase 1 – Project Design	
Task 1 – Stakeholder Involvement, Coordination and Outreach	30,000
Task 2 - Pollutant Trading Framework	50,000
Task 3 – Development of GIS Trading Tools	25,000
Task 4 – Identifying Selenium Reduction Controls	20,000
Task 5 – Monitoring System Design	8,000
Total Phase 1	133,000
Phase 2	
Task 6 – Trading Program Project Construction and Implementation	135,000
Task 7 – Monitoring Pollutant Removal Effectiveness	15,000
Task 8 – Documenting Environmental Benefits of Pollutant Trading	15,000
Total Phase 2	165,000
TOTAL , PHASE 1 AND 2	298,000

Project Schedule

Phase 1, Project Design, will commence in 2002. We anticipate this phase of the project being completed in one year. Phase 2, Project Implementation, will require two years for the construction and implementation of the Trading Projects. Some trading projects that involve wetlands and habitat improvements may require two seasons or more to get established.

SECTION THREE **Project Team and Prior Experience**

Section 3

Project Team and Prior Experience

Project Team

The Project Team assembled for the Lower Colorado River Basin Selenium Trading Program includes the following individuals:

Ms. Julie Vlier, URS Corporation

Julie Vlier has over 16 years of experience in water resources engineering, water quality engineering and management. Her areas of expertise are water resources planning, water supply development, utility planning, water reuse, source water protection, total maximum daily load (TMDL) development and implementation, pollutant trading, stormwater management, watershed management planning and water quality assessment.

Ms. Vlier is well-recognized in Colorado's water community and has demonstrated success on challenging water resources projects. Her expertise in state and local water issues has earned her the trust of water users and the regulated community. The Governor and Colorado legislature endorsed Ms. Vlier's participation for six years on the Colorado Water Quality Control Commission, the board responsible for developing water quality policy for Colorado.

Ms. Ronda Sandquist, Baker and Hostetler

Ronda Sandquist is a partner in Baker & Hostetler's Denver, Colorado office. Ms. Sandquist is engaged in environmental counseling, with an emphasis on water quality regulation under the Clean Water Act and the programs implemented by the states pursuant to the Clean Water Act. She counsels clients regarding compliance with stringent water quality standards and has worked with clients to develop and secure the approval of the state agencies and EPA for innovative approaches to meet water quality criteria including coordinated point source and stormwater controls, pollutant trading and credits, and mitigation for existing and new sources. Additionally, Ms. Sandquist has counseled clients regarding the development of wetlands for water quality improvement projects and wetlands mitigation banks.

Prior to entering private practice, she was a Special Assistant Attorney General for the State of Montana, Department of Natural Resources. While serving in that capacity, she represented Montana in the proceedings of the Federal Energy Regulatory Commission pertaining to Kootenai Reservoir, and represented Montana in litigation regarding the rights and obligations of the Bonneville Power Administration. Ms. Sandquist was also counsel on the Yellowstone River Compact and served as an Administrative Judge for water rights. Ms. Sandquist is noted in Who's Who of American Women, American Law, and Women in the World.

Ms. Angela Fowler, URS Corporation

Angela Fowler is an environmental engineer with more than 4 years of experience specializing in water quality and watershed management. She earned a B.S. in Biological Systems Engineering from the University of Nebraska-Lincoln in 1995 and a

SECTION THREE Project Team and Prior Experience

M.S. in Agricultural Engineering from Colorado State University in 1997. Her project experience includes NPDES permitting, performing water quality data analysis, TMDL (total maximum daily load) development, pollutant trading, non-point source pollution modeling, database management, stormwater permitting, research, and conducting fieldwork to identify and evaluate existing and potential contaminant sources water supplies. She also has a background in groundwater hydrology and non-aqueous phase liquid modeling. Ms. Fowler also serves as the co-chair for the URS Watershed Planning and Management Team.

Ms. Paula Daukas, URS Corporation

Mr. Daukas is a water resources scientist with extensive experience in all aspects of the Clean Water Act. She specializes in NPDES permitting and water quality impact evaluations. She is experienced in preparing environmental impact studies and negotiating environmental permits and approvals, including NPDES stormwater and wastewater permits, U.S. Army Corps of Engineers Section 404 permits, and FERC license applications. Ms. Daukas is also experienced in conducting field studies for water quality sampling, wetland delineation and functional assessment, and endangered species inventories. Many of her projects involve designing mitigation measures for sediment/erosion control, stormwater runoff quality and quantity, and replacement wetlands to offset unavoidable adverse impacts.

Mr. Nathan Lowry, GIS Specialist

Nathan Lowry has worked for over five years in Geographic Information Systems for local government agencies and as a consultant.

His educational background includes course work in urban planning, object-oriented programming, cartography, GPS, surveying, photogrammetry, satellite imagery, and statistics.

He has designed and developed GIS data and applications for many Department of Defense clients, school and utility districts, the oil, gas, and energy industry, and many local government and state agencies.

Prior Experience

Our Project Team has led the development and implementation of trading projects nationally. Table 3 summarizes trading experience as it relates to infrastructure development, nonpoint source control strategies, GIS watershed applications, public outreach and trading demonstration projects.

SECTION THREE Project Team and Prior Experience

Table 3
Summary of Trading Experience

Project Experience	Infrastructure Development to Facilitate Trading	Nonpoint Source Control Strategies	GIS Tools for Water Quality Decision-Making	Public Outreach	Trading Demonstration Projects
Cherry Creek Basin Authority, Watershed Management Support, Denver, Colorado	√	√	√	√	√
WERF Trading Demonstration Project, Denver, Colorado	√	√	√	√	√
Conceptual Design to Support Trading at Jackson Creek Ranch, Colorado	√	√		√	
Conceptual Design of Watershed-based Trading in the Lower Boise River, City of Boise, Public Works Department, Idaho	√	√		√	
Kettle Creek Watershed Management Strategies, U.S. Air Force Academy, Colorado Springs, Colorado		√	√	√	
Quantification of Pollutant Trading Credits for Lockheed Martin, Colorado	√	√		√	

SECTION FOUR

References

Section 4

References

Colorado Department of Public Health and Environment (CDPHE) – Water Quality Control Division (WQCD). 1999. Status of Water Quality in Colorado 1998. Prepared in fulfillment of Section 305(b) of the Clean Water Act of 1977.

Great Lakes Trading Network (GLTN). 2001. Summary of the April 10, 2001 Conference Call.

Gunnison Basin Selenium Task Force (GBSTF). 2001. History of Selenium Problems in the Uncompahgre and Gunnison.

U.S. Bureau of Reclamation, September 1998, *Grand Valley Water Management Final Environmental Assessment*, Upper Colorado Region, Western Colorado Area Office, Grand Junction, Colorado and Great Plains Region Eastern Colorado Area Office, Loveland, Colorado.

U.S. Fish and Wildlife Service, April 1, 1999, *Section 7 Consultation, Sufficient Progress, and Historic Projects Agreement and Recovery Action Plan (RIPRAP): Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin*, Region 6, Denver, Colorado.

U.S. Fish and Wildlife Service, June 28, 1999, *Preliminary Draft Programmatic Biological Opinion for Funding and Implementation of Recovery Program Actions and Water Depletions in the Upper Colorado River Above the Confluence with the Gunnison River*.

Attach 9
Advertising Services Contract

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Advertising services contract renewal							
Meeting Date	June 5, 2002							
Date Prepared	May 21, 2002				File #			
Author	Debbie Kovalik			Executive Director				
Presenter Name	Debbie Kovalik			Executive Director				
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When			
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name			
	Workshop	<input type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: This is the annual renewal of a contract with Hill & Company Integrated Marketing and Advertising to provide advertising services to the VCB.

Budget: \$360,000 is budgeted in 2002

Action Requested/Recommendation: Authorize the City Manager to sign a contract with Hill & Company Integrated Marketing and Advertising in the amount of \$360,000.00.

Attachments: None

Background Information: A Request for Proposal for advertising services was issued in 2000, and three advertising agencies were invited to make formal presentations to the VCB Board and City staff. At the conclusion of that process, Hill & Company Integrated Marketing and Advertising was awarded an annually renewable contract for a period not to exceed 5 years.

AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND
HILL & COMPANY, INC.
INTEGRATED MARKETING & ADVERTISING

This agreement is made and entered into by and between Hill & Company, Inc. Integrated Marketing & Advertising, a Colorado corporation, herein-after sometimes referred to as "Agency," and the City of Grand Junction, hereinafter sometimes referred to as "Client" or "City."

Client hereby appoints Agency as agency of record, and Agency hereby agrees to serve as advertising agency of record for Client, in accordance with and subject to the following terms and conditions:

For purposes of this Agreement, the City's representative will be the Executive Director of the Visitor & Convention Bureau who will provide the Agency, as appropriate, with required approvals and/or modifications to the Marketing Plan.

The parties agree as follows:

1. Contract:

This Agreement incorporates the Request for Proposal and Agency's 2002 Marketing Plan by this reference. The Marketing Plan provides the scope of work to be performed by the Agency and for formation of a contract between the Parties. The Parties expressly agree that this Agreement and the resulting contract may be modified by the City at any time during its term without penalty. The total contract sum for 2002 shall be \$360,000.00. The Parties further agree that the client may modify, amend or limit the Marketing Plan and its expenditures thereunder, within the above limits, as it may determine in its sole and absolute discretion, without penalty or recourse and subject to the terms of the balance of the Agreement, including, without limitation, paragraphs 11 & 13.

2. Governing Law:

This agreement will be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under this Agreement or the performance thereof, will be in Mesa County.

3. Contract Period:

The time period of this contract is from January 1, 2002, through December 31,

2002. A new Request for Proposal will be issued by the City in 2005. Agency is and shall be allowed to respond to that request for proposal.

4. Method of Compensation:

For its services the Agency shall charge monthly for all Agency time spent on services for the Client.

Invoices shall reflect the cost for each designated project. Cost estimates shall be approved by Client prior to Agency proceeding to production. Any Client modifications or unforeseen changes in the cost of the project over and above the cost estimate shall be communicated to Client and approved accordingly before being invoiced.

Out-of-pocket expenses (for typography, photography, illustration, broadcast production, printing and the like) shall be estimated in advance and with approval from the City, will be billed at the Agency's cost without markup. Any and all fees for services rendered by a subcontractor to the Agency, as well as their attendant expenses, will be billed through to the Agency, and the Agency will be paid by the City at cost to the Agency without markup.

Media will be billed at net cost to the City.

5. Prime Contractor Responsibilities:

The Agency will assume all responsibility for the performance of all required services, whether or not subcontractors are involved. The City will consider the Agency to be the sole and prime point of contact with regard to all matters and will not maintain contracts with any subcontractor of the Agency without Agency approval. The Agency will specify for the City the sub-contractors they intend to use and what their functions will be. The City shall retain the right to inspect any phase of the Agency's efforts in fulfillment of the contract whether on a continuing or a spot-check basis, including visits to the Agency's contractors or subcontractors.

6. Non-discrimination:

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment:

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this contract, or its rights, title or interest therein, or its power to

execute such agreement to any other person, company, corporation or entity without the previous written approval of the City.

8. Benefit:

This agreement is for the benefit of the Agency and the City and not for the benefit of any third party or person.

9. Compliance with the Law:

The Agency agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant against Contingent Fees:

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this contract and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this contract. For a breach or violation of this warranty, the City shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination of Contract for Convenience of the City:

The City retains the option to terminate, at its convenience, this contract as to any services it has not yet ordered. If the City, at its convenience, terminates an order for services it has already ordered, the Agency shall be entitled to compensation, upon limitation, for binding commitments made in connection with the production of advertising or marketing materials or services not otherwise usable by the Agency. In such event, at the request of the City, the Agency shall furnish copies of all proposals, specifications, procedures, systems or other materials related to its performance hereunder, whether finished or in preparation, at the time of termination. Any materials for which the Agency is reimbursed hereunder shall become the property of the City.

12. Patents and Copyrights:

The Agency shall indemnify the City and hold it harmless from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Termination:

The City reserves the right to terminate without penalty this contract provided written notice has been delivered to the Agency at least thirty (30) days prior to such termination date.

The City reserves the right to immediately terminate this contract by providing written notice to the Agency of the occurrence of any of the following:

- a. If the Agency furnished any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant contract which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of the contract or is in violation of any specific contractual provision;
- c. If the City determines satisfactory performance of the contract is substantially endangered or can reasonably anticipate such an occurrence of default;
- d. If the City shall enact a statute, ordinance, law, rule or regulation which removes its authority or ability to engage in such activities, or if funds are not available from the lodging tax for this purpose;

The City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services to date, if termination results from the causes in (a), (b), (c) or (d) above.

In the event of a termination for the causes in (a), (b), or (c) above, the City reserves the right to reassign the contract to another Agency without rebidding.

14. Contract Amendments:

This contract may not be modified, amended, extended or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

15. Accounting Records:

The Agency shall be required to maintain financial and accounting records and any evidence pertaining to the contract and expenditures thereunder and/or performance thereof in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at
City/Hill & Company Agreement
Page five

all reasonable times to the City, and its designees, including but not limited to, the City Auditor and/or the Executive Director of the Visitor & Convention Bureau during the contract period and any extension thereof and for three (3) years from the date of final payment on the contract or any extension thereof.

16. Compensation for Agency Services:

- a. All production will be billed to client as work in process.
- b. Out-of-pocket expenses, including, but not limited to, shipping, postage, long distance telephone and travel expenses (excluding travel for account servicing to Grand Junction) incurred on the Client's behalf, will be billed for reimbursement.
- c. A retainer of \$3,300.00 per month will be paid to cover account service time for the Agency's service.
- d. The budget shall not exceed \$360,000.00. All amounts incurred or expended by the Agency in excess of that sum will be deemed outside of this agreement and the City shall have no liability therefore.
- e. Payment for invoices are due thirty (30) days from invoice date, except in such instances when specific outside suppliers require cash advances to reserve time or materials, in which case Client will be responsible for advancing the Agency funds to meet such supplier needs. Interest of 1½% per month will be charged on all overdue balances.

17. Cost Estimates:

Written cost estimates of anticipated costs for any and all expenditures over \$300.00 shall be approved by the Client. Schedules and estimates shall be approved or denied by Client without unreasonable delay. Authorization of an expenditure or estimate shall be considered Client's authorization to the Agency to incur liabilities contemplated thereby. If Client fails to approve an estimate or expenditure the Agency may not proceed or otherwise incur further liability on Client's behalf.

18. Other Services Not Covered:

Should the Agency be called upon to perform any services not listed above and on which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

19. Client shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency in connection with Agency's performance under this agreement. Unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency, Client shall indemnify and hold the Agency harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from client's failure to fulfill its obligations under this agreement.

20. All original advertising material or specific rights to material created or negotiated for, on behalf of Client, such as copy, photography, illustration, artists' layouts or design sketches and storyboards are the property of the Agency until paid for, and then become the property of the City of Grand Junction.

21. This agreement may be executed by separate counterpart and when fully executed and taken together shall constitute a contract.

Agreed By: HILL & COMPANY, INC.
CITY OF GRAND JUNCTION INTEGRATED MARKETING & ADVERTISING

By: _____ By: _____
Kelly Arnold, City Manager Linda Hill, President

Attest:

Stephanie Tuin, City Clerk

Date

Date

Attach 10

Orchard Mesa Burkey Park

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Property Boundary Line Resolution/Orchard Mesa Burkey Park							
Meeting Date		June 5, 2002							
Date Prepared		June 5, 2002					File #		
Author		Dan Wilson			City Attorney				
Presenter Name		Dan Wilson			City Attorney				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			x	Consent	Individual Consideration	

Summary: The Orchard Mesa Burkey Park was gifted to the City of Grand Junction in 1967. At that time, of the approximately 15 acres gifted, the two properties to the North had encroached onto the northern 23 feet of the western half of Burkey Park. A Quitclaim deed from the City to the two adjoining property owners is appropriate.

Budget: None

Action Requested/Recommendation: Council Motion authorizing the Mayor to sign a Quitclaim deed to the two properties to the north.

Attachments: Aerial photograph.

Background Information: The western of the two encroaching properties is Lamplight Trailer Park. That owner has engaged Thompson-Langford to draw up a land survey plat, including pinning corners of Burkey Park. This office obtained an aerial photograph

which confirms the memories of the landowners in that area that the northern border of Burkey Park (when gifted to the City in 1967) was actually on the south side of the fence. A Quitclaim deed of the property from the fence northward will resolve the title questions. Since the City never owned the land when gifted, no voter approval to dispose of a park is required.



Attach 11
Feix Annexation

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Feix Annexations No. 1, 2 and 3, located at 229 Jacquie Road					
Meeting Date	June 5, 2002					
Date Prepared	May 22, 2002				File #ANX-2002-114	
Author	Pat Cecil		Development Services Supervisor			
Presenter Name	Pat Cecil		Development Services Supervisor			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: The Feix Annexations No. 1, 2 and 3 is a serial annexation comprising 3 parcels of land including portions of the right-of-way for Kathy Jo Lane and Jacquie Road along with acreage located at 229 Jacquie Road, comprising a total of 5.386 acres. The petitioner is seeking annexation as part of a request for Preliminary Plan approval pursuant to the 1998 Persigo Agreement with Mesa County.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Referral, first reading of the Annexation Ordinance, exercise land use control immediately and set hearing for July 17, 2002.

Attachments:

1. Staff report/Background information
2. Annexation maps (4)
3. Resolution of Referral Petition
4. Annexation Ordinances (3)

Background Information: See attached Staff Report/Background Information

Staff Report/ Background Information

BACKGROUND INFORMATION					
Location:		229 Jacquie Road			
Applicants:		Dan Feix – Petitioner Terry Lorentzen – Developer Thompson-Langford – Representative			
Existing Land Use:		Residential			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Residential			
	South	Golf Course			
	East	Residential			
	West	Residential			
Existing Zoning:		Residential Single Family – 4 dwelling units per acre (RSF-4) (County)			
Proposed Zoning:		RSF-4 (City)			
Surrounding Zoning:	North	RSF-4 (County)			
	South	PUD (County)			
	East	RSF-4 (County)			
	West	RSF-4 (County)			
Growth Plan Designation:		Residential Medium Low 2-4			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 5.386 acres of land including portions of the Kathy Jo Lane and Jacquie Road rights-of-way. The property owners have requested annexation into the City as the result of needing a rezone in the County to subdivide. Under the 1998 Persigo Agreement all rezones require annexation and

processing in the City.

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 Larson Annexation is eligible to be annexed because of compliance with the following:

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

The following annexation and zoning schedule is being proposed.

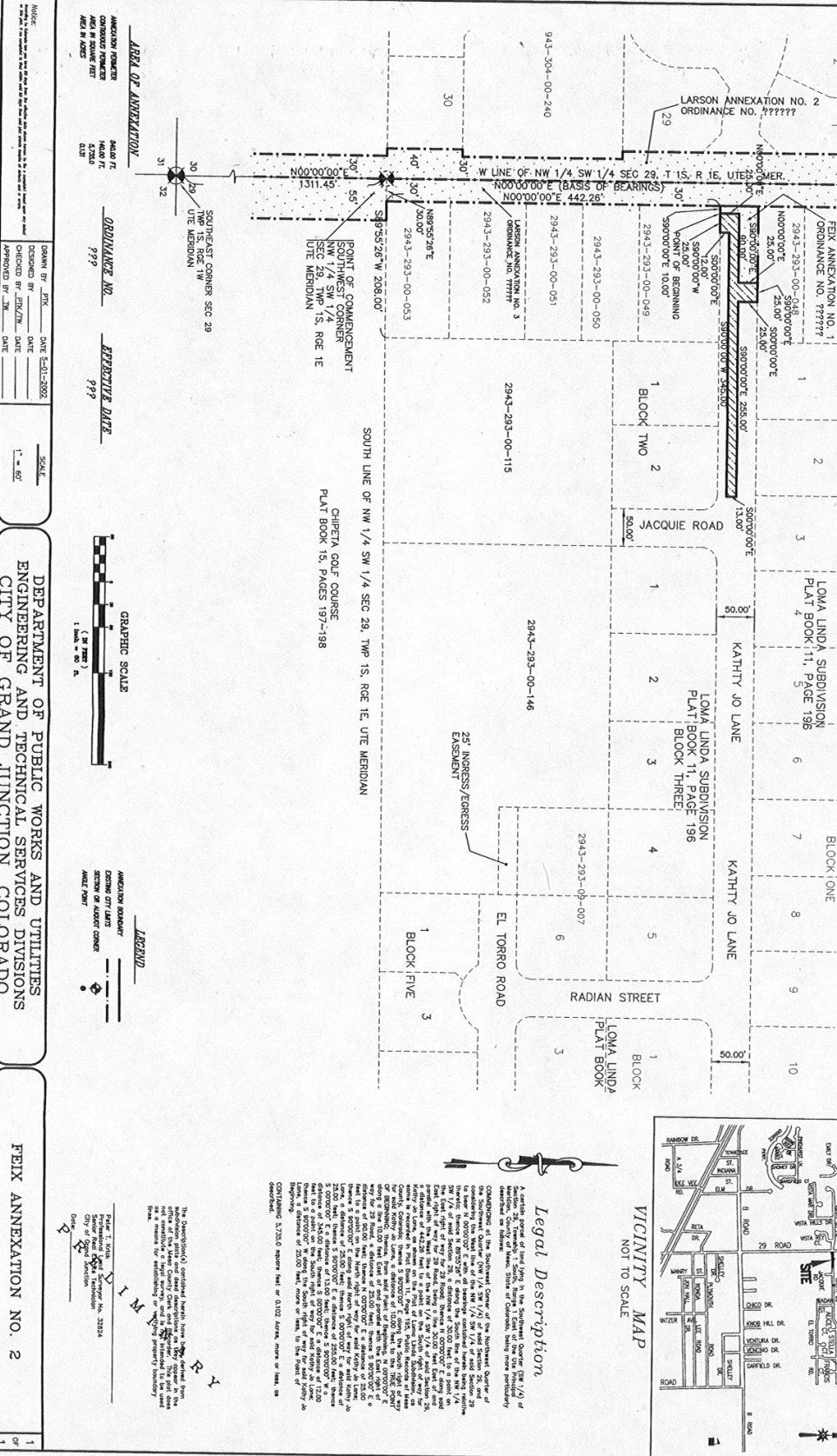
<u>ANNEXATION SCHEDULE</u>	
6/5/02	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
6/11/02	Planning Commission considers Zone of Annexation
6/26/02	First Reading on Zoning by City Council
7/17/02	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
8/16/02	Effective date of Annexation and Zoning

FIEX ANNEXATION SUMMARY

File Number:	ANX-2002-114	
Location:	229 Jacquie Road	
Tax ID Number:	2943-293-00-115 2943-293-00-146	
Parcels:	2	
Estimated Population:	4	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	2	
Acres land annexed:	5.386	
Developable Acres Remaining:	4.68 acres	
Right-of-way in Annexation:	0.706 acres	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RSF-4	
Current Land Use:	Residential	
Future Land Use:	Residential Medium Low 2-4	
Values:	Assessed:	\$183,150
	Actual:	\$23,910
Census Tract:	12	
Address Ranges:	227,228 and 229 Jacquie Road and 2901 through 2917 El Torro Road (odd and even numbers)	
Special Districts:	Water:	Ute Water District
	Sewer:	Orchard Mesa Sanitation District
	Fire:	GJ Rural Fire District
	Drainage:	Orchard Mesa
	School:	District 51
	Pest:	N/A

FEIX ANNEXATION NO. 2

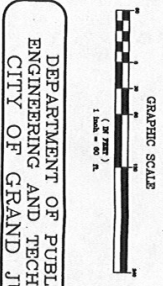
SITUE IN THE SW 1/4 OF SECTION 29, T15, R1E, U1M, COUNTY OF MESA, STATE OF COLORADO



ABOL OF ANNEXATION
 ANTI-CORROSION PROTECTIVE COATING
 6450 FT
 6450 FT
 6450 FT
 6450 FT

ORDINANCE NO. 1999
 EXPIRATION DATE 1999

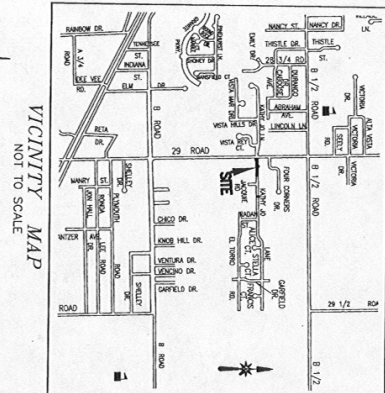
POINT OF COMMENCEMENT
 WEST CORNER
 SEC 29, T15, R1E, U1M
 UTE MERIDIAN



LEGEND
 ANTI-CORROSION PROTECTIVE COATING
 SECTION OF ALBERT CORNER
 METAL POST

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

FEIX ANNEXATION NO. 2



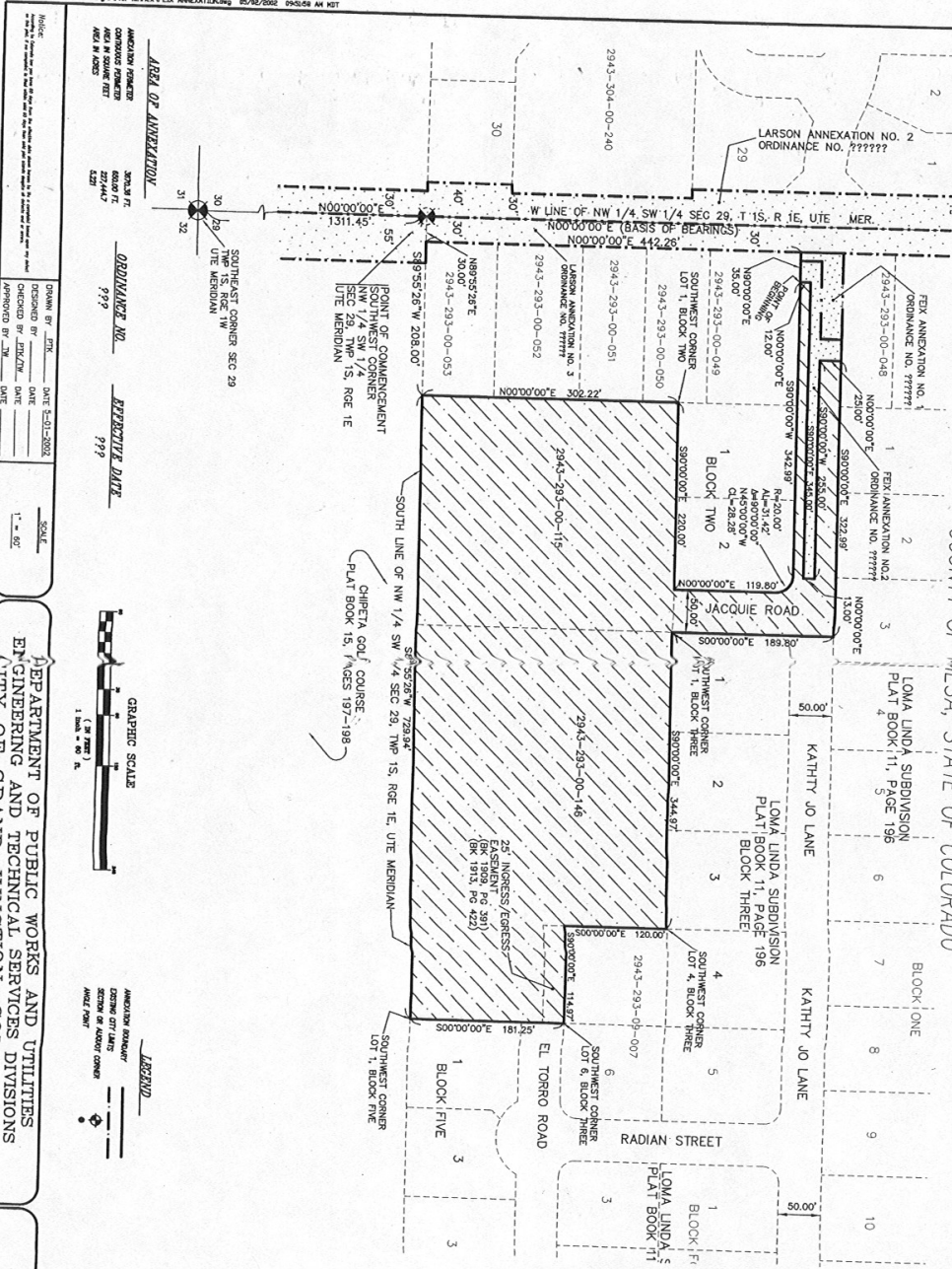
Legal Description
 A certain 2.0 acre parcel of land, being the Southeast Quarter (SW 1/4) of Section 29, Township 15 North, Range 1 East, Ute Meridian, State of Colorado, being more particularly described as follows:
 COMMENCEMENT at the Southeast Corner of the Northeast Quarter of Section 29, Township 15 North, Range 1 East, Ute Meridian, State of Colorado, and thence South 89° 55' 26" West 208.00' to the Point of Commencement; thence South 89° 55' 26" West 208.00' to the West Corner of Section 29, Township 15 North, Range 1 East, Ute Meridian, State of Colorado; thence North 89° 55' 26" East 208.00' to the Point of Commencement.

The description(s) contained herein have been prepared from the original plat(s) on file in the Office of the County Clerk and Engineer, Grand Junction, Colorado, and are hereby certified to be a true and correct copy of the original plat(s) on file in the Office of the County Clerk and Engineer, Grand Junction, Colorado.

CONTAINING 2.000 acres, more or less, as described.

FEIX ANNEXATION NO. 3

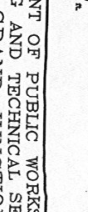
SITUATE IN THE SW 1/4 OF SECTION 29, T15, R1E, U1M,
COUNTY OF MESA, STATE OF COLORADO



AREA OF ANNEXATION
ANNEXATION NUMBER
ORDINANCE NUMBER
DATE OF ADVICE

ORDINANCE NO. 999
EFFECTIVE DATE 999

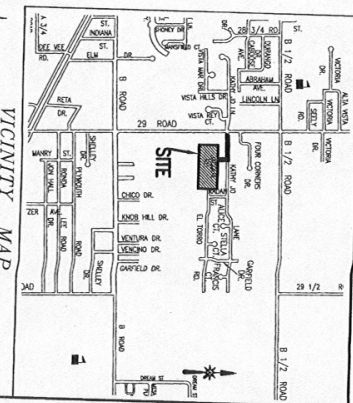
SCALE
1" = 60'



ANNUAL RECORD
SECTION OF ADJUT GENERAL
FIELD BOOK

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

FEIX ANNEXATION NO. 3

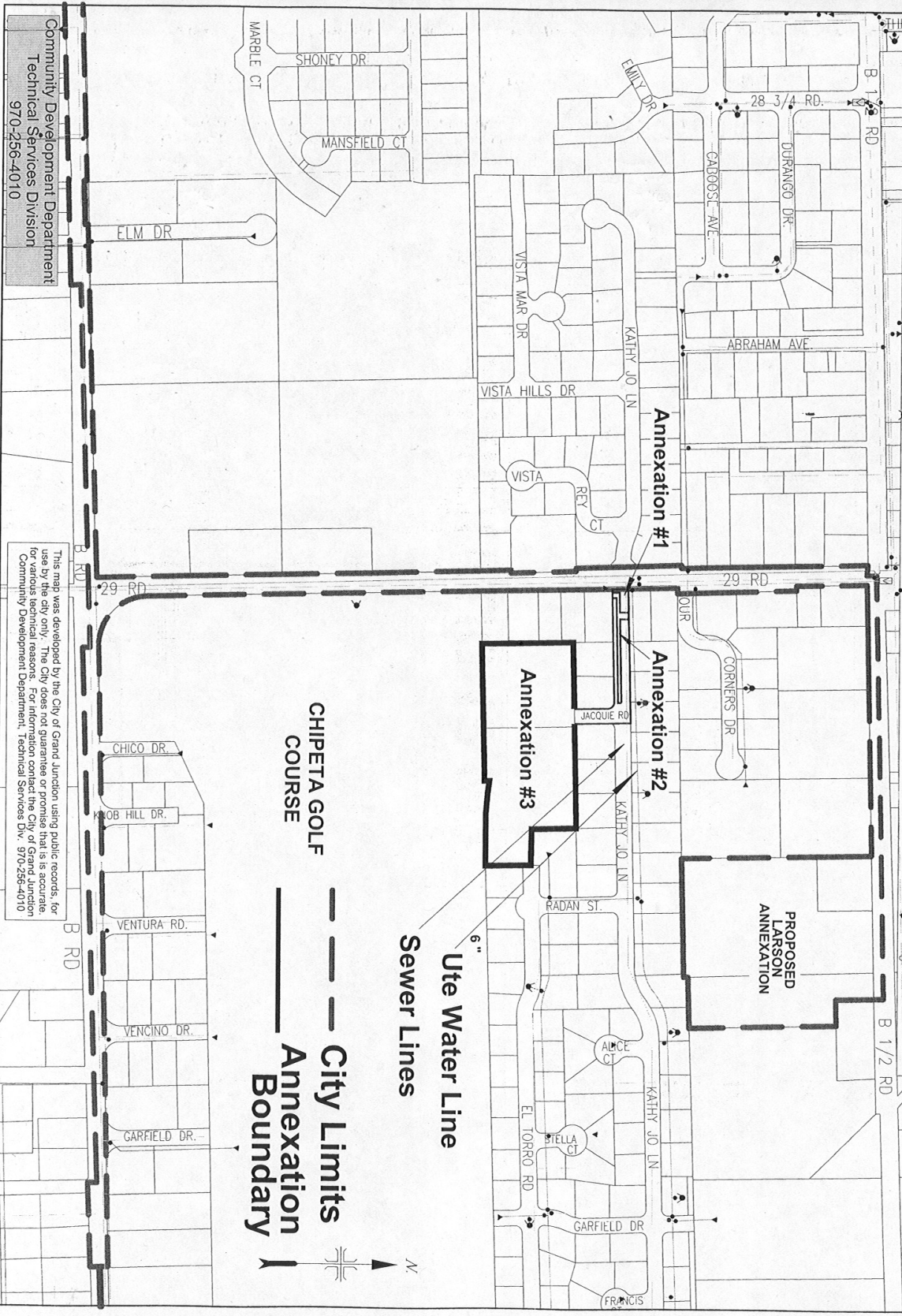


Legal Description

Legal Description text describing the boundaries and area of the annexation. The text includes bearings and distances for the boundaries of the hatched area, such as 'S89°55'25"W 208.00'' and 'S111°11'42"E 1311.42''. It also mentions 'POINT OF COMMENCEMENT' and 'CHIEF OF COURSE'. The text is partially obscured by a large 'A' mark.

PLAT NO. 22244
CITY OF GRAND JUNCTION, COLORADO

FEIX ANNEXATIONS NO. 1, 2 & 3



Community Development Department
 Technical Services Division
 970-256-4010

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

CHIPETA GOLF COURSE

City Limits

Annexation Boundary

Ute Water Line
 6"

Sewer Lines



**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 June, 2002, the following Resolution was adopted:

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**

FEIX ANNEXATION

**(A serial Annexation comprising of
FEIX Annexation No's 1, 2 and 3)**

LOCATED at 229 Jacquie Road and containing portions of the Kathy Jo Lane and Jacquie Road rights-of-way.

WHEREAS, on the 5th day of June, 2002, 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:

**FEIX ANNEXATION NO. 1
DESCRIPTION**

A certain parcel of land lying in the Southwest Quarter (SW ¼) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 29, and considering the West line of the NW ¼ SW ¼ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South line of the NW ¼ SW ¼ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado, being the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, continue N 00°00'00" E, along said East right of way for 29 Road, a distance of 50.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along the North right of way for said Kathy Jo Lane, a distance of 100.00 feet; thence S 00°00'00" E a distance of 25.00

feet; thence S 90°00'00" W a distance of 90.00 feet; thence S 00°00'00" E a distance of 25.00 feet to a point on the South right of way for said Kathy Jo Lane; thence S 90°00'00" W, along the South right of way for said Kathy Jo Lane, a distance of 10.00 feet, more or less, to the Point of Beginning.

CONTAINING 2,750.0 square feet or 0.063 Acres, more or less, as described.

FEIX ANNEXATION NO. 2
DESCRIPTION

A certain parcel of land lying in the Southwest Quarter (SW ¼) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 29, and considering the West line of the NW ¼ SW ¼ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South line of the NW ¼ SW ¼ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado; thence S 90°00'00" E along the South right of way for said Kathy Jo Lane, a distance of 10.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, N 00°00'00" E along a line 10.00 feet East of and parallel with the East right of way for 29 Road, a distance of 25.00 feet; thence S 90°00'00" E a distance of 90.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along said North right of way for said Kathy Jo Lane, a distance of 25.00 feet; thence S 00°00'00" E a distance of 25.00 feet; thence S 90°00'00" E a distance of 255.00 feet; thence S 00°00'00" E a distance of 13.00 feet; thence S 90°00'00" W a distance of 345.00 feet; thence S 00°00'00" E a distance of 12.00 feet to a point on the South right of way for said Kathy Jo Lane; thence S 90°00'00" W along the South right of way for said Kathy Jo Lane, a distance of 25.00 feet, more or less, to the Point of Beginning.

CONTAINING 4,435.0 square feet or 0.102 Acres, more or less, as described.

FEIX ANNEXATION NO. 3
DESCRIPTION

A certain parcel of land lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, and considering the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado; thence N 90°00'00" E along the South right of way for said Kathy Jo Lane, a distance of 35.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, N 00°00'00" E a distance of 12.00 feet; thence S 90°00'00" E a distance of 345.00 feet; thence N 00°00'00" E a distance of 13.00 feet; thence S 90°00'00" W a distance of 255.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along said North right of way a distance of 322.99 feet to a point on the Northerly extension of the East right of way for Jacjuie Road, as same is shown on said Plat of Loma Linda Subdivision; thence S 00°00'00" E along said East right of way and its Northerly extension, a distance of 189.80 feet, more or less, to a point being the Southwest corner of Lot 1, Block Three of said Plat of Loma Linda Subdivision; thence S 90°00'00" E along the South line of said Block Three, a distance of 344.97 feet, more or less, to a point being the Southwest corner of Lot 4, Block Three of said Plat of Loma Linda Subdivision; thence S 00°00'00" E a distance of 120.00 feet; thence S 90°00'00" E a distance of 114.97 feet, more or less, to a point being the Southwest corner of Lot 6, Block Three of said Plat of Loma Linda Subdivision; thence S 00°00'00" E along the West line and the Northerly extension of Lot 1, Block Five of said Plat of Loma Linda Subdivision, a distance of 181.25 feet, more or less, to a point being the Southwest corner of said Lot 1, Block 5; thence S 89°55'26" W along the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29, as same is depicted on said Plat of Loma Linda Subdivision, a distance of 729.94 feet; thence N 00°00'00" E along a line 208.00 feet East of and parallel with the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29, a distance of 302.22 feet, more or less, to a point being the Southwest corner of Lot 1, Block Two of said Plat of

Loma Linda Subdivision; thence S 90°00'00" E along the South line of said Block Two, a distance of 220.00 feet, more or less, to a point being the Southeast corner of Lot 2 of said Block Two; thence N 00°00'00" E along the East line of said Block Two, also being the West right of way for said Jacquie Road, a distance of 119.80 feet to a point being the beginning of a 20.00 foot radius curve, concave Southwest; thence 31.42 feet Northwesterly along the arc of said curve, through a central angle of 90°00'00", whose long chord bears N 45°00'00" W with a chord length of 28.28 feet; thence S 90°00'00" W along the North line and the Westerly extension thereof, of said Block Two, also being the South right of way for said Kathy Jo Lane, a distance of 342.99 feet, more or less, to the Point of Beginning.

CONTAINING 227,444.7 square feet or 5.221 Acres, more or less, as described.

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 17th day of July, 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 June, 2002.

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>
June 7, 2002
June 14, 2002
June 21, 2002
June 28, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FEIX ANNEXATION No. 1

APPROXIMATELY 0.063 ACRES

LOCATED in the Kathy Jo Lane right-of-way

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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 situated in Mesa County, Colorado, and described to wit:

A certain parcel of land lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, and considering the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South

line of the NW ¼ SW ¼ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado, being the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, continue N 00°00'00" E, along said East right of way for 29 Road, a distance of 50.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along the North right of way for said Kathy Jo Lane, a distance of 100.00 feet; thence S 00°00'00" E a distance of 25.00 feet; thence S 90°00'00" W a distance of 90.00 feet; thence S 00°00'00" E a distance of 25.00 feet to a point on the South right of way for said Kathy Jo Lane; thence S 90°00'00" W, along the South right of way for said Kathy Jo Lane, a distance of 10.00 feet, more or less, to the Point of Beginning.

CONTAINING 2,750.0 square feet or 0.063 Acres, more or less, as described be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 5th day of June, 2002.

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

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FEIX ANNEXATION No. 2

APPROXIMATELY 0.102 ACRES

A portion of the Kathy Jo Lane right-of-way

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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 situated in Mesa County, Colorado, and described to wit:

**FEIX ANNEXATION NO. 2
DESCRIPTION**

A certain parcel of land lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, and considering the West

line of the NW ¼ SW ¼ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South line of the NW ¼ SW ¼ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado; thence S 90°00'00" E along the South right of way for said Kathy Jo Lane, a distance of 10.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, N 00°00'00" E along a line 10.00 feet East of and parallel with the East right of way for 29 Road, a distance of 25.00 feet; thence S 90°00'00" E a distance of 90.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along said North right of way for said Kathy Jo Lane, a distance of 25.00 feet; thence S 00°00'00" E a distance of 25.00 feet; thence S 90°00'00" E a distance of 255.00 feet; thence S 00°00'00" E a distance of 13.00 feet; thence S 90°00'00" W a distance of 345.00 feet; thence S 00°00'00" E a distance of 12.00 feet to a point on the South right of way for said Kathy Jo Lane; thence S 90°00'00" W along the South right of way for said Kathy Jo Lane, a distance of 25.00 feet, more or less, to the Point of Beginning.

CONTAINING 4,435.0 square feet or 0.102 Acres, more or less, as described, be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 5th day of June, 2002.

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

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FEIX ANNEXATION No. 3

APPROXIMATELY 5.221 ACRES

**LOCATED at 229 Jacquie Road and including a portion of the Kathy Jo Lane and
Jacquie Road rights-of-way**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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 situated in Mesa County, Colorado, and described to wit:

FEIX ANNEXATION NO. 3
DESCRIPTION

A certain parcel of land lying in the Southwest Quarter (SW ¼) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 29, and considering the West line of the NW ¼ SW ¼ of said Section 29 to bear N 00°00'00" E with all bearings contained herein being relative thereto; thence N 89°55'26" E along the South line of the NW ¼ SW ¼ of said Section 29, a distance of 30.00 feet to a point on the East right of way for 29 Road; thence N 00°00'00" E along said East right of way for 29 Road, being a line 30.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 442.26 feet to a point on the South right of way for Kathy Jo Lane, as shown on the Plat of Loma Linda Subdivision, as same is recorded in Plat Book 11, Page 195, Public Records of Mesa County, Colorado; thence N 90°00'00" E along the South right of way for said Kathy Jo Lane, a distance of 35.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, N 00°00'00" E a distance of 12.00 feet; thence S 90°00'00" E a distance of 345.00 feet; thence N 00°00'00" E a distance of 13.00 feet; thence S 90°00'00" W a distance of 255.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point on the North right of way for said Kathy Jo Lane; thence S 90°00'00" E along said North right of way a distance of 322.99 feet to a point on the Northerly extension of the East right of way for Jacjuie Road, as same is shown on said Plat of Loma Linda Subdivision; thence S 00°00'00" E along said East right of way and its Northerly extension, a distance of 189.80 feet, more or less, to a point being the Southwest corner of Lot 1, Block Three of said Plat of Loma Linda Subdivision; thence S 90°00'00" E along the South line of said Block Three, a distance of 344.97 feet, more or less, to a point being the Southwest corner of Lot 4, Block Three of said Plat of Loma Linda Subdivision; thence S 00°00'00" E a distance of 120.00 feet; thence S 90°00'00" E a distance of 114.97 feet, more or less, to a point being the Southwest corner of Lot 6, Block Three of said Plat of Loma Linda Subdivision; thence S 00°00'00" E along the West line and the Northerly extension of Lot 1, Block Five of said Plat of Loma Linda Subdivision, a distance of 181.25 feet, more or less, to a point being the Southwest corner of said Lot 1, Block 5; thence S 89°55'26" W along the South line of the NW ¼ SW ¼ of said Section 29, as same is depicted on said Plat of Loma Linda Subdivision, a distance of 729.94 feet; thence N 00°00'00" E along a line 208.00 feet East of and parallel with the West line of the NW ¼ SW ¼ of said Section 29, a distance of 302.22 feet, more or less, to a point being the Southwest corner of Lot 1, Block Two of said Plat of Loma Linda Subdivision; thence S 90°00'00" E along the South line of said Block Two, a distance of 220.00 feet, more or less, to a point being the Southeast corner of Lot 2 of said Block Two; thence N 00°00'00" E along the East line of

said Block Two, also being the West right of way for said Jacquie Road, a distance of 119.80 feet to a point being the beginning of a 20.00 foot radius curve, concave Southwest; thence 31.42 feet Northwesterly along the arc of said curve, through a central angle of 90°00'00", whose long chord bears N 45°00'00" W with a chord length of 28.28 feet; thence S 90°00'00" W along the North line and the Westerly extension thereof, of said Block Two, also being the South right of way for said Kathy Jo Lane, a distance of 342.99 feet, more or less, to the Point of Beginning.

CONTAINING 227,444.7 square feet or 5.221 Acres, more or less, as described, be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 5th day of June, 2002.

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

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Vacation of a portion of the right-of-way for Crosby Road					
Meeting Date	June 5, 2002					
Date Prepared	May 23, 2002				VR-2002-105	
Author	Pat Cecil			Development Services Supervisor		
Presenter Name	Pat Cecil			Development Services Supervisor		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: The petitioner is requesting approval of a vacation of a portion of the dedicated right-of-way for Crosby Road, located between the Union Pacific RR right-of-way and 25 ½ Road. The Planning Commission reviewed the request on May 28, 2002, and recommended approval of the vacation to the City Council.

Budget: N/A

Action Requested/Recommendation: Conduct the first reading of the ordinance and schedule the second reading and the public hearing for June 26, 2002.

Attachments:

1. Staff Report/Background Information
2. General Location Map
3. Ordinance with Exhibit A

Background Information: See attached Staff Report/Background Information

Staff Report/Background Information

BACKGROUND INFORMATION			
Location:		East of 690 ½ Crosby Road	
Applicants:		Juan F. Venegas – Petitioner Landesign – Representative	
Existing Land Use:		Underdeveloped right-of-way	
Proposed Land Use:		N/A	
Surrounding Land Use:	North	Agricultural/residential	
	South	Union Pacific RR right-of-way, Crosby Road	
	East	Union Pacific RR right-of-way	
	West	Residential/commercial	
Existing Zoning:		Light Commercial (C-1)	
Proposed Zoning:		Same	
Surrounding Zoning:	North	Light Commercial (C-1)	
	South	<u>General Commercial (C-2) and Light Industrial (I-1)</u>	
	East	Light Industrial (I-1)	
	West	General Commercial (C-2)	
Growth Plan Designation:		Commercial	
Zoning within density range?		Yes	No
N/A			

Staff Analysis: The petitioner is requesting vacation of the underdeveloped right-of-way for Crosby Road that is located along his east property line. In exchange for the vacated right-of-way, new right-of way will be dedicated along his west property line, to align with 25 ½ Road. By dedicating right-of-way for 25 ½ Road along the west property line, no properties will become landlocked as a result of the vacation. As part of the Rimrock Marketplace project, 25 ½ Road is to be constructed to the portion of Crosby Road that is not being vacated.

Vacation of Easement Criteria:

The vacation of the road right-of-way must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code, as follows:

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

The proposed vacation of right-of-way conforms to the Growth Plan, the Grand Valley Circulation Plan and policies adopted by the City.

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

No parcel will be landlocked by the vacation.

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

Access will not be restricted to any parcels. Upon completion of the vacation and subsequent dedication of new right-of-way for 25 ½ Road, a new road will be constructed within the newly dedicated right-of-way that will supply improved access to all parcels.

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

The vacation will have no impacts to the health, safety, and welfare of the general public.

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

There will be no impacts to public facilities as a result of the vacation.

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

The vacation will a benefit to the City in releasing a road right-of-way that is not planned for use in the future.

Conditions:

1. **Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.**
2. Prior to the recording of the Vacation Ordinance, the existing house located adjacent to the proposed dedicated right-of-way for 25 ½ Road shall be relocated to an area that meets all City development criteria.
3. Easement(s) shall be recorded at the time of recordation of the Vacation

Ordinance for any utilities that may be existing within the right-of-way to be vacated.

4. Dedication of right-of-way for 25 ½ Road shall be recorded concurrently with the Vacation Ordinance.



General Location Map

CITY OF GRAND JUNCTION

Ordinance No.

**A. VACATING A PORTION OF CROSBY ROAD
LOCATED BETWEEN THE UNION PACIFIC RR RIGHT-OF-WAY
AND 25 ½ ROAD**

RECITALS:

A vacation of a portion of the dedicated right-of-way for Crosby Road has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described dedicated right-of-way for Crosby Road is hereby vacated subject to the listed conditions:

1. **Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.**
2. Prior to the recording of the Vacation Ordinance, the existing house located adjacent to the proposed dedicated right-of-way for 25 ½ Road shall be relocated to an area that meets all City development criteria.
3. Easement(s) shall be recorded at the time of recordation of the Vacation Ordinance for any utilities that may be existing within the right-of-way to be vacated.
4. Dedication of right-of-way for 25 ½ Road shall be recorded concurrently with the Vacation Ordinance.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A portion of a parcel of land located in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 15, Township 1 South, range 1 West of the Ute Meridian, described in Book 24, Page 129, being more particularly described by metes and bounds, as follows:

Commencing at the Northwest corner of the SE ¼ NW ¼ said Section 15,

whence the Northeast corner of said SE ¼ NW ¼ said corner bears South 89 degrees 55 minutes 45 seconds East, a distance of 1321.19 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence, along the North line of said SE ¼ NW ¼ said Section 15, south 89 degrees 55 minutes 45 seconds East, a distance of 911.29 feet to a point on the Southeasterly right-of-way line of Crosby Road, as described in Book 24, Page 129, also being the Northeasterly right-of-way line of a 100 foot wide railroad right-of-way, the POINT OF BEGINNING; thence South 89 degrees 55 minutes 45 seconds East, a distance of 79.22 feet, to a point on the Northeasterly right-of-way line of said Crosby Road; thence, along said Northeasterly right-of-way line of said Crosby Road, South 40 degrees 41 minutes 51 seconds East, a distance of 457.13 feet, to a point 33 feet West of the East line of said SE ¼ NW ¼ said Section 15; thence, along said East line, South 00 degrees 03 minutes 59 seconds East, a distance of 92.14 feet, to a point on the Northeasterly right-of-way line of a 100 foot wide railroad right-of-way; thence, along said railroad right-of-way line, North 40 degrees 41 minutes 51 seconds West, a distance of 578.79 feet to the POINT OF THE BEGINNING.

Said parcel containing an area of 0.713 Acres more or less, as described.

Introduced for first reading on this 5th day of June, 2002

PASSED and ADOPTED this day of , 2002.

ATTEST:

President of City Council

City Clerk

EXHIBIT A

NE1/4 NW1/4 SECTION 15

NW Corner
SE1/4 NW1/4
Section 15
BLM 1988

S89°55'45"E
79.22'

Basis of Bearings
S89°55'45"E 1321.19'

NE Corner
SE1/4 NW1/4
Section 15
BLM 1988

POB

SE1/4 NW1/4 SECTION 15

House

690 Crosby Avenue
Book 2101, Page 875

S40°41'51"E 457.13'
Crosby Avenue
Road Book 24, Page 129

ROW to be Vacated
0.713 Acres

N40°41'51"W 578.79'
100' Railroad ROW

River Road

20' Utility Easement for Sanitary Sewer
Book 1007, Page 227

Edge of Existing Pavement

S00°03'59"E
92.14'

East line SE1/4 NW1/4 Section 15

952.26'

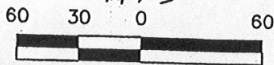
N00°03'59"W 1333.58'

SE Corner
SE1/4 NW1/4
Section 15
#5 Rebar in
Concrete Sidewalk



SCALE: 1" = 60'

NTS



Attach 13

Statler Annexations No. 1 7 No. 2

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Setting a Hearing for the Statler Annexation (A Serial Annexation) located at 2134 Buffalo Drive					
Meeting Date	June 5, 2002					
Date Prepared	May 29, 2002				File # ANX-2002-110	
Author	Lori V. Bowers			Associate Planner		
Presenter Name	Lori V. Bowers			Associate Planner		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: The 5.846-acre Statler Annexation area consists of one parcel of land, approximately 5.775 acres in size. The remaining acreage is comprised of right-of-way along Buffalo Drive, from South Camp Road. There is a single-family residence on this lot. The applicants are in the simple subdivision process to create a new vacant lot. The owner of the property has signed a petition for annexation.

Budget: N/A

Action Requested/Recommendation: Approve the Resolution of Referral, first reading of the annexation ordinance, exercise land use jurisdiction immediately and set a hearing for July 17, 2002.

Attachments:

4. Staff Report
5. Annexation Map
6. Resolution of Referral
7. Annexation Ordinance

Background Information: See attached Staff Report

STAFF REPORT / BACKGROUND INFORMATION			
Location:		2134 Buffalo Drive	
Applicant:		Rod Statler, Owner	
Existing Land Use:		Single Family Residence	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential	
	East	Residential	
	West	Colorado National Monument	
Existing Zoning:		RSF-4 (Mesa County)	
Proposed Zoning:		RSF-E (Residential Single-family, not to exceed 1 unit per acre 2 acres)	
Surrounding Zoning:	North	RSF-4 (Mesa County)	
	South	RSF-4 (Mesa County)	
	East	RSF-4 (Mesa County)	
	West	Colorado National Monument	
Growth Plan Designation:		Residential Low - ½ acre to 2 acres per dwelling unit	
Zoning within density range?		X	Yes
			No

STAFF ANALYSIS

Annexation

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 Mesa County Human Services Annexation is eligible to be annexed because of compliance with the following:

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

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
June 5th	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
June 11th	Planning Commission considers Zone of Annexation
June 19th	First Reading on Zoning by City Council
July 17th	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
August 16th	Effective date of Annexation and Zoning

<i>Statler Annexation – Summary</i>	
File Number:	ANX-2002-110
Location:	2134 Buffalo Drive
Tax ID Number:	2947-353-00-050
Parcels:	1
Estimated Population:	2
# of Parcels (owner occupied):	1

# of Dwelling Units:	1	
Acres land annexed:	5.775 acres for annexation area	
Developable Acres Remaining:	0 acres	
Right-of-way in Annexation:	.071 acres, See Maps	
Previous County Zoning:	RSF-4 (County)	
Proposed City Zoning:	(RSF-E) Residential Single Family Estate not to exceed 1 unit per 2 acres	
Current Land Use:	Single Family Residence	
Future Land Use:	Same	
Values:	Assessed:	= \$ 51,930.
	Actual:	= \$ 567,540.
Census Tract:	1401	
Address Ranges:	Existing house – 2134, new lot will be 2132	
Special Districts:	Water:	Ute Water
	Sewer:	None
	Fire:	Grand Junction Rural Fire
	Drainage:	Redlands
	School:	District 51
	Pest:	None

STATLER ANNEXATIONS NO. 1, 2, & 3

--- City Limits
--- Annexation
Boundary



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

Community Development Department
Technical Services Division
970-256-4010

**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 June, 2002, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**B. 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**

STATLER ANNEXATION

LOCATED 2134 Buffalo Drive

WHEREAS, on the 5th day of June, 2002, 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:

**PERIMETER BOUDARY LEGAL DESCRIPTION
STATLER ANNEXATION**

A Serial Annexation Comprising Statler Annexation No. 1, Statler Annexation No. 2 and Statler Annexation No. 3

STATLER ANNEXATION NO. 1

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of S 00°06'50" W along the East line of said Tract 39, a distance of 80.22 feet to a point being the Northeast corner of Longview East Subdivision, as same is recorded in Plat Book 13, page 391 of the Public Records of Mesa County, Colorado; thence departing said East line, N 89°53'10z" W along a line 1.00 West of and parallel with the East line of said Tract 39, a distance of 79.22 feet; thence S 89°59'28" W along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 28.01 feet to a point being the beginning of a 61.58 foot radius non-tangent curve, concave Northwest; thence 61.58 feet Southwesterly along the arc of said curve, through a central angle of

44°43'42", having a long chord bearing of S 23°16'02" W and a chord length of 46.86 feet; thence S 45°24'00" W along a line 1.00 feet South of and parallel with the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book 974, Page 695 of the Public Records of Mesa County, Colorado, a distance of 407.72 feet; thence continuing along a line 1.00 feet South of said North line, S 51°54'00" W a distance of 294.75 feet; thence departing said line, N 38°06'00" W a distance of 1.00 feet to a point on the Northerly line of said Buffalo Drive; thence N 51°54'00" E along said Northerly line of Buffalo Drive, a distance of 294.69 feet; thence continuing along said Northerly line of Buffalo Drive, N 45°24'00" E a distance of 407.67 feet to a point being the beginning of a 60.58 feet radius curve, concave Northwest; thence 48.28 feet Northeasterly along the arc of said curve, through a central angle of 45°39'33", having a long chord bearing of N 22°48'07" E with a chord length of 47.01 feet to a point on the North line of said Tract 39; thence N 89°59'28" E along said North line of Tract 39, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 859.31 Square Feet or 0.020 Acres, more or less, as described.

STATLER ANNEXATION NO. 2

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of Commencement, S 00°06'50" W along the East line of said Tract 39, a distance of 1.00 feet; thence departing said East line, S 89°59'28" W along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 28.01 feet to the TRUE POINT OF BEGINNING and the beginning of a 62.58 foot radius non-tangent curve, concave Northwest; thence from said Point of Beginning, Southwesterly 48.87 feet along the arc of said curve, through a central angle of 44°44'21", having a long chord bearing of S 23°15'30" W and a chord length of 47.63 feet; thence S 45°24'00" W along a line 2.00 feet South of and parallel with the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book 974, Page 695 of the Public Records of Mesa County, Colorado, a distance of 407.78 feet; thence S 51°54'00" W along said parallel line, a distance of 295.80 feet; thence N 38°06'00" W a distance of 1.00 feet; thence S 51°54'00" W along a line 1.00 feet South of and parallel with the Northerly right of way for said Buffalo Drive, a distance of 593.62 feet to a point being the beginning of a 121.00 foot radius non-tangent curve, concave Northwest; thence Southwesterly 55.69 feet along the arc of said curve, through a central angle of

26°22'19", having a long chord bearing of S 66°25'26" W with a chord length of 55.20 feet; thence S 79°36'36" W along a line 1.00 South of and parallel with the North line of said Buffalo Drive, a distance of 429.19 feet; thence N 10°23'24" W a distance of 1.00 feet to a point on the Northerly line of said Buffalo Drive; thence N 79°36'36" E along said Northerly line, a distance of 429.19 feet to a point being the beginning of a 120.00 foot radius non-tangent curve, concave Northwest; thence Northeasterly 55.23 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of N 66°22'19" E with a chord length of 54.75 feet; thence N 52°54'57" E along the Northerly line of said Buffalo Drive, a distance of 593.61 feet; thence N 51°54'00" E along the Northerly line of said Buffalo Drive, a distance of 398.54 feet; thence leaving said Northerly line, S 38°06'00" E a distance of 1.00 feet; thence N 51°54'00" E along a line 1.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 294.75 feet; thence N 45°24'00" E along said parallel line, a distance of 407.72 feet to a point being the beginning of a 61.58 foot radius curve, concave Northwest; thence Northeasterly 48.07 feet along the arc of said curve, through a central angle of 44°43'42", having a long chord bearing of N 23°16'02" E and a chord length of 46.86 feet; thence N 89°59'28" E along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 1.00 feet, more or less, to the Point of Beginning.

CONTAINING 2,290.00 Square Feet or 0.051 Acres, more or less, as described.

STATLER ANNEXATION NO. 3

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of Commencement, S 49°21'51" W a distance of 1164.11 feet to a point 1.00 feet South of, as measured at right angle thereto, the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book 974, Page 695, Public Records of Mesa County, Colorado, and being the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, S 37°05'03" E a distance of 1.00 feet; thence S 52°54'57" W along a line 2.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 593.63 feet to a point being the beginning of a 122.00 foot radius non-tangent curve, concave Northwest; thence Southwesterly 56.15 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of S 66°25'26" W with a chord length of 55.66 feet; thence S 79°36'36" W along a line 2.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a

distance of 430.19 feet; thence N 10°23'24" W a distance of 1.00 feet to a point being the beginning of a 309.00 foot radius non-tangent curve, concave South; thence Westerly 108.28 feet along the arc of said curve, through a central angle of 20°04'41", having a long chord bearing of S 69°23'08" W with a chord length of 107.73 feet; thence S 59°20'47" W a distance of 314.10 feet to a point on the West line of that certain 50.0 foot parcel of land for road and utility purposes, as described in Book 1038, Page 377, Public Records of Mesa County, Colorado; thence S 00°31'13" E along said West line and being parallel with the West line of said Tract 39, a distance of 304.74 feet; thence N 89°53'12" W a distance of 525.04 feet, more or less, to a point on the West line of said Tract 39, said point lying 909.13 feet North of, as measured along the West line of said Tract 39, the Southwest corner of said Tract 39; thence N 00°31'13" W along the West line of said Tract 39, also being the East line of the Colorado National Monument, a distance of 479.68 feet; thence S 89°53'13" E a distance of 515.00 feet to a point on the West line of that certain parcel of land described in Book 1189, Page 839, Public Records of Mesa County, Colorado; thence S 00°31'12" E along the West line of said parcel, a distance of 179.72 feet to a point on the Westerly extension of the Northerly line of said Buffalo Drive; thence N 59°20'47" E along the Northerly line of said Buffalo Drive, a distance of 325.13 feet to a point being the beginning of a 310.00 foot radius non-tangent curve, concave South; thence Westerly 109.64 feet along the arc of said curve, through a central angle of 20°15'49", having a long chord bearing of N 69°28'41" E with a chord length of 109.07 feet; thence S 10°23'24" E a distance of 1.00 feet; thence N 79°36'36" E along a line 1.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 429.19 feet to a point being the beginning of a 121.00 foot radius non-tangent curve, concave Northwest; thence Northeasterly 55.69 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of N 66°25'26" E with chord length of 55.20 feet; thence N 52°54'57" E a distance of 593.62 feet, more or less, to the Point of Beginning.

CONTAINING 251,563.0 Square Feet or 5.775 Acres, more or less, as described.

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 17th day of July, 2002, in the City Hall auditorium, located at 250 N 5th Street, City of Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with

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

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

ADOPTED this day of _____, 2002.

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

Published:

June 7, 2002

June 14, 2002

June 21, 2002

June 28, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

**STATLER ANNEXATION No. 1
APPROXIMATELY 0.020 ACRES
RIGHT-OF-WAY LOCATED ALONG BUFFALO DRIVE**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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:

STATLER ANNEXATION NO. 1

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of S 00°06'50" W along the East line of said Tract 39, a distance of 80.22 feet to a point being the Northeast corner of Longview East Subdivision, as same is recorded in Plat Book 13, page 391 of the Public Records of Mesa County, Colorado; thence departing said East line, N 89°53'10z" W along a line 1.00 West of and parallel with the East line of said Tract 39, a distance of 79.22 feet; thence S 89°59'28" W along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 28.01 feet to a point being the beginning of a 61.58 foot radius non-tangent curve,

concave Northwest; thence 61.58 feet Southwesterly along the arc of said curve, through a central angle of 44°43'42", having a long chord bearing of S 23°16'02" W and a chord length of 46.86 feet; thence S 45°24'00" W along a line 1.00 feet South of and parallel with the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book 974, Page 695 of the Public Records of Mesa County, Colorado, a distance of 407.72 feet; thence continuing along a line 1.00 feet South of said North line, S 51°54'00" W a distance of 294.75 feet; thence departing said line, N 38°06'00" W a distance of 1.00 feet to a point on the Northerly line of said Buffalo Drive; thence N 51°54'00" E along said Northerly line of Buffalo Drive, a distance of 294.69 feet; thence continuing along said Northerly line of Buffalo Drive, N 45°24'00" E a distance of 407.67 feet to a point being the beginning of a 60.58 feet radius curve, concave Northwest; thence 48.28 feet Northeasterly along the arc of said curve, through a central angle of 45°39'33", having a long chord bearing of N 22°48'07" E with a chord length of 47.01 feet to a point on the North line of said Tract 39; thence N 89°59'28" E along said North line of Tract 39, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 859.31 Square Feet or 0.020 Acres, more or less, as described.

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

INTRODUCED on first reading on the 19th day of June, 2002.

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

Attest:

President of the Council

City Clerk

ORDINANCE NO.

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

**STATLER ANNEXATION No. 2
APPROXIMATELY 0.051 ACRES
RIGHT-OF-WAY LOCATED ALONG BUFFALO DRIVE**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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:
STATLER ANNEXATION NO. 2

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of Commencement, S 00°06'50" W along the East line of said Tract 39, a distance of 1.00 feet; thence departing said East line, S 89°59'28" W along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 28.01 feet to the TRUE POINT OF BEGINNING and the beginning of a 62.58 foot radius non-tangent curve, concave Northwest; thence from said Point of Beginning, Southwesterly 48.87 feet along the arc of said curve, through a central angle of 44°44'21", having a long chord bearing of S 23°15'30" W and a chord length of 47.63 feet; thence S 45°24'00" W along a line 2.00 feet South of and parallel with the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book

974, Page 695 of the Public Records of Mesa County, Colorado, a distance of 407.78 feet; thence S 51°54'00" W along said parallel line, a distance of 295.80 feet; thence N 38°06'00" W a distance of 1.00 feet; thence S 51°54'00" W along a line 1.00 feet South of and parallel with the Northerly right of way for said Buffalo Drive, a distance of 593.62 feet to a point being the beginning of a 121.00 foot radius non-tangent curve, concave Northwest; thence Southwesterly 55.69 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of S 66°25'26" W with a chord length of 55.20 feet; thence S 79°36'36" W along a line 1.00 South of and parallel with the North line of said Buffalo Drive, a distance of 429.19 feet; thence N 10°23'24" W a distance of 1.00 feet to a point on the Northerly line of said Buffalo Drive; thence N 79°36'36" E along said Northerly line, a distance of 429.19 feet to a point being the beginning of a 120.00 foot radius non-tangent curve, concave Northwest; thence Northeasterly 55.23 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of N 66°22'19" E with a chord length of 54.75 feet; thence N 52°54'57" E along the Northerly line of said Buffalo Drive, a distance of 593.61 feet; thence N 51°54'00" E along the Northerly line of said Buffalo Drive, a distance of 398.54 feet; thence leaving said Northerly line, S 38°06'00" E a distance of 1.00 feet; thence N 51°54'00" E along a line 1.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 294.75 feet; thence N 45°24'00" E along said parallel line, a distance of 407.72 feet to a point being the beginning of a 61.58 foot radius curve, concave Northwest; thence Northeasterly 48.07 feet along the arc of said curve, through a central angle of 44°43'42", having a long chord bearing of N 23°16'02" E and a chord length of 46.86 feet; thence N 89°59'28" E along a line 1.00 feet South of and parallel with the North line of said Tract 39, a distance of 1.00 feet, more or less, to the Point of Beginning.

CONTAINING 2,290.00 Square Feet or 0.051 Acres, more or less, as described.

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

INTRODUCED on first reading on the 19th day of June, 2002.

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

Attest:

President of the Council

City Clerk

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

**STATLER ANNEXATION No. 3
APPROXIMATELY 5.775 ACRES
LOCATED AT 2134 BUFFALO DRIVE**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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:
STATLER ANNEXATION NO. 3

A certain parcel of land lying in Tract 39 of Section 35, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 39, and considering the East line of said Tract 39 to bear S 00°06'50" W with all bearing contained herein being relative thereto; thence from said Point of Commencement, S 49°21'51" W a distance of 1164.11 feet to a point 1.00 feet South of, as measured at right angle thereto, the Northerly line of that certain 60.0 foot right of way for Buffalo Drive, as same is described in Book 974, Page 695, Public Records of Mesa County, Colorado, and being the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, S 37°05'03" E a distance of 1.00 feet; thence S52°54'57"W along a line 2.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 593.63 feet to a point being the beginning of a 122.00 foot radius non-tangent curve, concave Northwest; thence Southwesterly 56.15 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of S 66°25'26" W with a chord length of 55.66 feet; thence S 79°36'36" W along a line 2.00 feet South of and parallel with the

Northerly line of said Buffalo Drive, a distance of 430.19 feet; thence N 10°23'24" W a distance of 1.00 feet to a point being the beginning of a 309.00 foot radius non-tangent curve, concave South; thence Westerly 108.28 feet along the arc of said curve, through a central angle of 20°04'41", having a long chord bearing of S 69°23'08" W with a chord length of 107.73 feet; thence S 59°20'47" W a distance of 314.10 feet to a point on the West line of that certain 50.0 foot parcel of land for road and utility purposes, as described in Book 1038, Page 377, Public Records of Mesa County, Colorado; thence S; 00°31'13" E along said West line and being parallel with the West line of said Tract 39, a distance of 304.74 feet; thence N 89°53'12" W a distance of 525.04 feet, more or less, to a point on the West line of said Tract 39, said point lying 909.13 feet North of, as measured along the West line of said Tract 39, the Southwest corner of said Tract 39; thence N 00°31'13" W along the West line of said Tract 39, also being the East line of the Colorado National Monument, a distance of 479.68 feet; thence S 89°53'13" E a distance of 515.00 feet to a point on the West line of that certain parcel of land described in Book 1189, Page 839, Public Records of Mesa County, Colorado; thence S 00°31'12" E along the West line of said parcel, a distance of 179.72 feet to a point on the Westerly extension of the Northerly line of said Buffalo Drive; thence N 59°20'47" E along the Northerly line of said Buffalo Drive, a distance of 325.13 feet to a point being the beginning of a 310.00 foot radius non-tangent curve, concave South; thence Westerly 109.64 feet along the arc of said curve, through a central angle of 20°15'49", having a long chord bearing of N 69°28'41" E with a chord length of 109.07 feet; thence S 10°23'24" E a distance of 1.00 feet; thence N 79°36'36" E along a line 1.00 feet South of and parallel with the Northerly line of said Buffalo Drive, a distance of 429.19 feet to a point being the beginning of a 121.00 foot radius non-tangent curve, concave Northwest; thence Northeasterly 55.69 feet along the arc of said curve, through a central angle of 26°22'19", having a long chord bearing of N 66°25'26" E with chord length of 55.20 feet; thence N 52°54'57" E a distance of 593.62 feet, more or less, to the Point of Beginning.

CONTAINING 251,563.0 Square Feet or 5.775 Acres, more or less, as described.

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

INTRODUCED on first reading on the 19th day of June, 2002.

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

Attest:

President of the Council

City Clerk

Vacation - Ouray Avenue

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Vacating Ouray Avenue between 5 th and 6 th Streets and Vacating Several Alley Right-of-ways for the Mesa County Public Library expansion					
Meeting Date	June 5, 2002					
Date Prepared	May 29, 2002				File #VR-2002-079	
Author	Lori V. Bowers		Associate Planner			
Presenter Name	Lori V. Bowers		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: Request for approval of the first reading of the ordinances vacating Ouray Avenue between 5th and 6th Streets; approval of the vacation of the east/west alley between 5th and 6th Streets, north of Ouray; the remainder of two north/south alley ways between Grand Avenue and Ouray Ave; the remainder of the east/west alley between 5th and 6th Streets, south of Ouray Avenue. This is the 2-block area from Grand Avenue, north to Chipeta Avenue, between 5th and 6th Streets. Proposal is to facilitate the new design of the Mesa County Public Library, in conformance with the approved Master Plan.

Budget: N/A

Action Requested/Recommendation:

First reading for the Ordinance and scheduling the Public Hearing for June 27, 2002.

Attachments:

Vacation of rights-of-way map
Ordinance

Background Information: Please see the attached Staff Report.

STAFF REPORT AND BACKGROUND INFORMATION

BACKGROUND INFORMATION				
Location:		502 Grand Avenue		
Applicants:		Mesa County Public Library Chamberlin Architects, Representative		
Existing Land Use:		Alleys and street near Mesa County Library		
Proposed Land Use:		Expansion of Mesa County Public Library		
Surrounding Land Use:	North	Single family residential		
	South	Office		
	East	Single family residential		
	West	Church, parking lot and residential		
Existing Zoning:		B-1 (Neighborhood Business) RMF-8 (Residential multi-family, not to exceed 8 units per acre) and RO (Residential Office).		
Proposed Zoning:		No change in zoning is requested but will require a Conditional Use Permit (CUP) in the future.		
Surrounding Zoning:	North	RMF-8 (Residential multi-family, not to exceed 8 units per acre)		
	South	B-2 (Downtown Business)		
	East	RMF-16 (Residential Multi-family) & B-1 (Downtown Business)		
	West	B-1 (Neighborhood Business) RO (Residential Office) and RMF-24 (Residential multi-family not to exceed 24 units per acre).		
Growth Plan Designation:		Commercial		
Zoning within density range?		N/A	Yes	No

Project Analysis: The Mesa County Public Library Master Plan was approved in January of this year. To accomplish the goals in the approved Master Plan Ouray Avenue is to be vacated between 5th and 6th Streets; several alley right-of-ways are to be vacated as well as some easements. New and relocated easements will need to be provided in other areas. If final approval is granted by the City Council for these vacations, it does not mean that the next day Ouray Avenue will be shut down, or that the existing alleys will be closed. These elements will all be tied to the “Final Site Plan” and its approval along with the granting of the required CUP (Conditional Use Permit) for this use. The final plat will also be recorded and will reflect all new easements. Due to the complexity of this project and the fact that the vacation of the right-of-ways and certain utility easements need be vacated, the architects cannot determine the final design until these items are addressed. We are trying to create as much of a “blank sheet” as we can to facilitate the design and implementation of this project. Therefore this approval is conditioned on several things occurring during the final approval stages.

Right-of-Way Vacation and Easements: The vacation of the alley right-of-ways and the vacation of Ouray Avenue between 5th and 6th Streets provides more development options for the future expansion of the Mesa County Public Library. There are some existing utilities in Ouray Avenue and an easement must be provided for those. Additional easements are to be provided in the alleys proposed for vacation. There are some utility easements that need to be relocated or totally vacated and new ones provided as the plans progress.

Vacation of Right-of-Way Criteria.

The vacation of the right-of-way must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code. The applicant responds as follows:

4. The Growth Plan, major street plan and other adopted plans and policies of the City;
“This proposal conforms to the Growth Plan and, since it proposes to close only the minor (street classification) Ouray Avenue between 5th and 6th Streets, it also conforms to the Major Street Plan”.
5. No parcel shall be landlocked as a result of the vacation;
“No parcel is landlocked by this proposal”.
6. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation:
“Access to adjacent parcels remains essentially as is. Access to the Library is

improved”.

7. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services);
“There are no adverse impacts on public health, safety or welfare”.
8. The provisions of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and
“Public facilities and services are not inhibited to any parcel”.
9. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, ect.
“The proposal benefits the City by creating an enhanced public library”.

Simple Subdivision Plat Review:

The proposed Simple Subdivision Plat is currently under review by City Staff. Simple Subdivision is approved at the staff level. The purpose of the Simple Subdivision Plat is to combine 52 existing City lots into 1 parcel for development. The plat is correct and the City Real Estate Manager has no further concerns with this plat. City Staff and library representatives understand that this plat will not be recorded until it is revised to reflect the development once the final site plan is designed and approved. The new plat will reflect all new easements created with the new site plan and CUP approval.

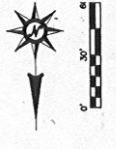
PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of May 14, 2002 the Planning Commission recommended approval of the following:

1. The vacation of the alley right-of-ways vacated as requested;
2. Utility and access easements provided in those vacated areas, or relocated where required.
3. The vacation of Ouray Avenue, and the placement of a 30-foot utility easement in this area.
4. Cross-access easements where needed between the Mesa County Public Library, the Gray Gourmet and the Senior Recreation Center.
5. Revised final plat showing all easements to be recorded when the final site plan and CUP are approved.
6. The concerns of the Development Engineer and Planning Staff being addressed per the items that are stated in the staff “Review Comments” dated April 16, 2002.

The Planning Commission found that the findings of the proposed vacations were consistent with Section 2.11 of the Zoning and Development Code, the Grand Valley Circulation Plan, and the Growth Plan.

MESA COUNTY PUBLIC LIBRARY VACATION OF RIGHTS-OF-WAY MAP

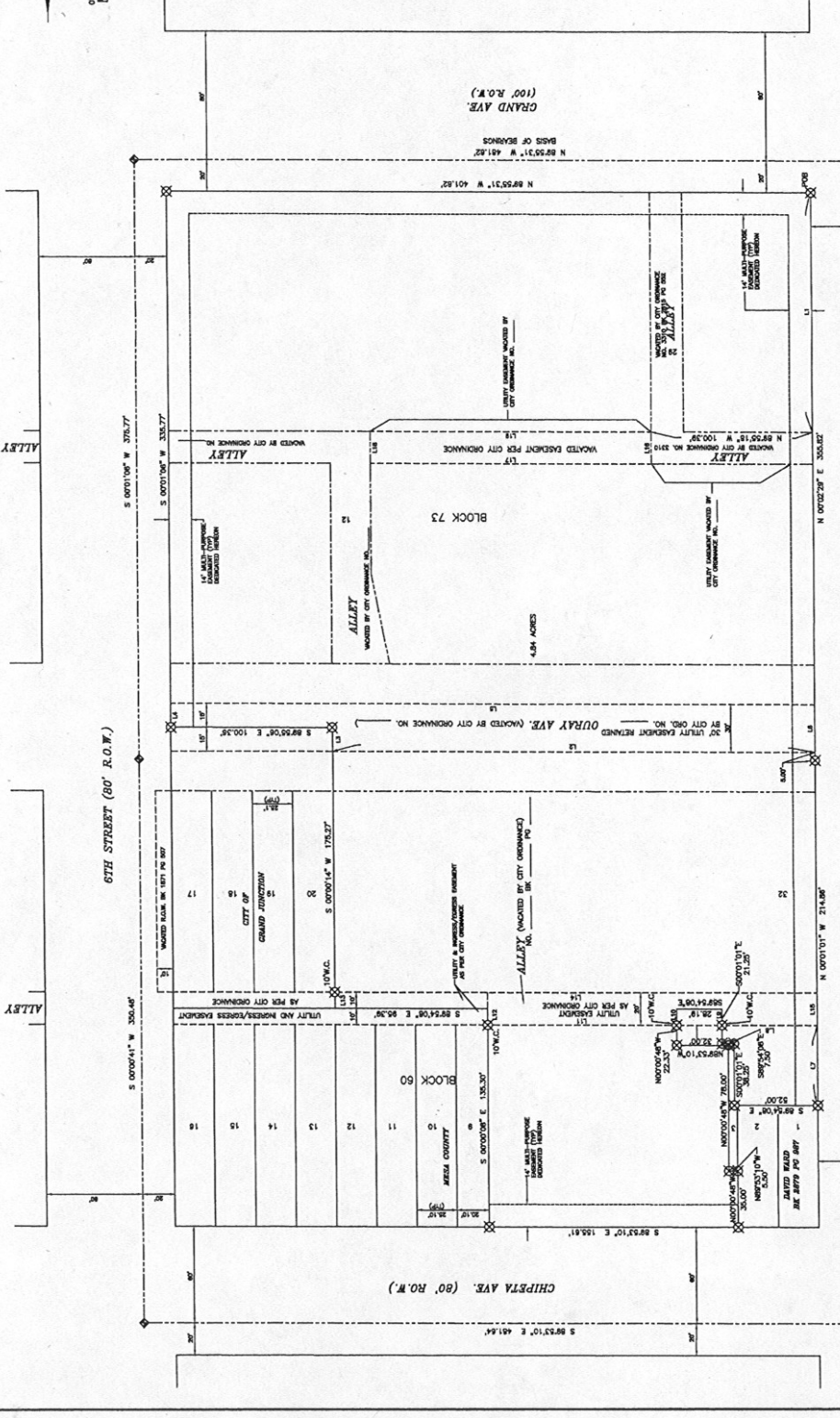


LEGEND

- CITY BLOCK
- SET BACK
- VACATED R
- EASEMENT
- MC
- WITNESS C

LINE 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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GRAND AVE.
(100' R.O.W.)

6TH STREET (80' R.O.W.)

CHIPETA AVE. (80' R.O.W.)

BLOCK 73

BLOCK 60

CITY OF GRAND JUNCTION

MAINTAINED BY THE CITY OF GRAND JUNCTION

UTILITY EASEMENT

UTILITY EASEMENT

UTILITY EASEMENT

UTILITY EASEMENT

UTILITY EASEMENT

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UTILITY EASEMENT

CITY OF GRAND JUNCTION, COLORADO

Ordinance No. _____

VACATING OURAY AVENUE BETWEEN 5TH AND 6TH STREETS AND ESTABLISHING A 30-FOOT UTILITY EASEMENT; VACATING THE EAST/WEST ALLEY BETWEEN 5TH AND 6TH STREETS, NORTH OF OURAY AVENUE AND ESTABLISHING UTILITY AND INGRESS/EGRESS EASEMENTS; VACATING THE REMAINDER OF THE NORTH/SOUTH ALLEYWAY BETWEEN GRAND AVENUE AND OURAY AVENUE; VACATING THE REMAINDER OF THE EAST/WEST ALLEY BETWEEN 5TH AND 6TH STREETS, SOUTH OF OURAY AVENUE AND VACATING AND RELOCATING THE UTILITY EASEMENT IN THIS AREA.

Recitals:

The Planning Commission at their regularly scheduled meeting of May 14, 2002 recommended approval of the vacation to vacate Ouray Avenue between 5th and 6th Streets, and providing a 30-foot utility easement in this area. The also recommended approval of vacating the east/west alley between 5th and 6th Streets, north of Ouray Avenue. There is also a north/south alleyway between Grand Avenue and Ouray Avenue, the remainder of which is recommended by Planning Commission for vacation as well as the remainder of the east/west alley between 5th and 6th Streets, south of Ouray Avenue and relocating the utility easement in this area.

In order to allow Mesa County to hold an election for a bond issue, for the construction of a new library, and to enable the architects to design a new structure void of the existing right-of-ways and easements, the vacations shall not become affective until the final site plan has been approved and the required Conditional Use Permit obtained. Vacation of the subject right-of-ways will take place upon recording of the approved Final Plat for the Mesa County Public Library.

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

That the land described below, known as Ouray Avenue, between 5th and 6th Streets is hereby vacated and a 30 (thirty) foot wide utility easement is retained:

All that part of Ouray Avenue in the City of Grand Junction lying between the east right-of-way line of Fifth Street and the west right-of-way line of Sixth Street, situate in the NW1/4 of Section 14, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado; retaining a thirty-foot wide easement lying fifteen feet right and fifteen feet left of the centerline of said Ouray Avenue for utility purposes.

That the land described below, known as the east/west alley between 5th and 6th Streets, north of Ouray Avenue is hereby vacated and a 20-foot utility easement and ingress/egress easement retained:

All of the twenty-foot public alley across the center of Block 60, City of Grand Junction, situate in the NW1/4 of Section 14, Township One South, Range One West of the Ute Meridian, Mesa County Colorado, said alley running between the east right-of-way line of Fifth Street and the west right-of-way line of Sixth Street; retaining a twenty-foot easement over, above and across said alley for utility purposes.

That the land described below, known as the remainder of the east/west alley, south of Ouray Avenue, between 5th and 6th Streets and the utility easement located therein is hereby vacated:

All of the twenty-foot public alley across the center of Block 73, City of Grand Junction, said alley running between the right of way line of Fifth Street and the west right-of-way line of Sixth Street. All that certain easement retained over an alley vacated by City Ordinance No. 1467 as recorded in Book 1003 at Page 161, said easement being located in Block 73, City of Grand Junction, situate in the NW1/4 of Section 14, Township One South, Range One West of the Ute Meridian, Mesa County Colorado; AND ALSO all that certain easement retained over an alley vacated by City Ordinance NO. 3310 as recorded in Book 2815 at Page 552, said easement being located in Block 73, City of Grand Junction, situate in the NW1/4 of Section 14, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado.

That the land described below, know as the remainder of the north/south alley between Grand Avenue and Ouray Avenue is hereby vacated:

All of the twenty-foot public alley lying between the eastern most property line of Lot 11 to the western most property line of Lot 13, Block 73, and from the northern most property line of Lot 21, Block 73, to Ouray Avenue, City of Grand Junction, situate in the NW1/4 of Section 14, Township One South, Range One West of the Ute Meridian, Mesa County Colorado;

Vacation of the subject right-of-ways will take place upon recording of the approved Final Plat for the Mesa County Public Library.

INTRODUCED for FIRST READING and PUBLICATION this ____ day of _____, 2002

PASSED on SECOND READING this ____ day of _____, 2002.

ATTEST:

President of City Council

City Clerk

Attach15

Mesa County Human Services Annexations 1 & 2

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Setting a Hearing for the Mesa County Human Services Annexations No. 1 and No. 2 located at 510 29 ½ Road					
Meeting Date	June 5, 2002					
Date Prepared	May 1, 2002				File #ANX-2002-100	
Author	Ronnie Edwards		Associate Planner			
Presenter Name	Ronnie Edwards		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda	X	Consent	Individual Consideration

Summary: The Mesa County Human Services Annexation No. 1 and No. 2 is a serial annexation comprised of 3 parcels of land and a portion of the North Avenue and 29 ½ Road rights-of-way on 7.64 acres located at 510 29 ½ Road. Mesa County, the petitioner, is seeking annexation as part of their request for an administrative review of a simple subdivision and site plan review for a proposed new community services building to house Mesa County's Department of Health and Human Services, pursuant to the 1998 Persigo Agreement with Mesa County.

Budget: N/A

Action Requested/Recommendation: Approve the Resolution of Referral, first reading of the annexation ordinance, exercise land use jurisdiction immediately and set a hearing for July 17, 2002.

Attachments:

- 8. Staff Report
- 9. Annexation Map
- 10. Resolution of Referral
- 11. Annexation Ordinance

Background Information: See attached Staff Report

BACKGROUND INFORMATION					
Location:		510 29 ½ Road			
Applicants:		Mesa County			
Existing Land Use:		Mesa County Community Services			
Proposed Land Use:		Mesa County Community Services			
Surrounding Land Use:	North	Memorial Gardens Cemetery Land			
	South	Commercial Services			
	East	Memorial Gardens Cemetery Land			
	West	Commercial Services/Multi-family Residential			
Existing Zoning:		County C-2			
Proposed Zoning:		City C-2			
Surrounding Zoning:	North	County RSF-R and C-2			
	South	County C-2 and City C-1			
	East	County RSF-R and C-2			
	West	County C-2 and RMF-8			
Growth Plan Designation:		Commercial and Public			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

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 Mesa County Human Services Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;

- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<i>MESA COUNTY HUMAN SERVICES ANNEXATION SUMMARY</i>		
File Number:	ANX-2002-100	
Location:	510 29 ½ Road	
Tax ID Number:	2943-084-19-931, 938, 939	
Parcels:	3	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	7.64 acres for annexation area	
Developable Acres Remaining:	6.56 acres	
Right-of-way in Annexation:	611' of 60' ROW of 29 1/2 Road and 117' of 90' ROW of North Avenue; See Map	
Previous County Zoning:	C-2	
Proposed City Zoning:	C-2	
Current Land Use:	Mesa County Community Services	
Future Land Use:	Mesa County Community Services	
Values:	Assessed:	= \$ 387,840
	Actual:	= \$1,337,320
Census Tract:	11	
Address Ranges:	500 to 512 29 ½ Road and 2952 to 2958 North Avenue	
Special Districts:	Water:	Ute Water District
	Sewer:	Fruitvale Sanitation
	Fire:	Grand Junction Fire District
	Drainage:	Grand Valley Irrigation District Grand Junction Drainage District
	School:	District 51

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
June 5, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
June 11, 2002	Planning Commission considers Zone of Annexation
June 26, 2002	First Reading on Zoning by City Council
July 17, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
August 18, 2002	Effective date of Annexation and Zoning

(MC Human Services Annexation Referral CC Report.doc)

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5th day of June, 2002, 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**

MESA COUNTY HUMAN SERVICES ANNEXATION

**LOCATED AT 510 29 1/2 ROAD AND
INCLUDING A PORTION OF 29 1/2 ROAD AND NORTH AVENUE RIGHTS-OF-WAY**

WHEREAS, on the 5th day of June, 2002, 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:

MESA COUNTY HUMAN SERVICES ANNEXATION BOUNDARY DESCRIPTION

A Serial Annexation Comprising Mesa County Human Services Annexation No 1 and Mesa County Human Services Annexation No. 2

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 1

A certain parcel of land lying in the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section 8, Township One South, Range One East of the Ute Principal Meridian and the Northeast Quarter (NE 1/4) of Section 17, Township One South, Range One East of the Ute Principal Meridian, and a portion of J and J Subdivision, as same is recorded in Plat Book 12, Page 125, Public Records of Mesa County, Colorado, all lying in Mesa County, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 7 of said J and J Subdivision and considering the South line of the SE 1/4 of said Section 8 to bear N 89°58'35" W with all bearings contained herein being relative thereto; thence from said POINT OF BEGINNING, N 90°00'00" W a distance of 70.00 feet to a point on the West right of way for 29 1/2 Road; thence N 00°05'12" W along said West right of way for 29 1/2 Road, being a line 30.00 feet West of and parallel with the East line of the SW 1/4 of said Section 8, a distance of 301.89 feet; thence N 89°54'48" E a distance of 70.00 feet to a point on the East right of way for 29 1/2 Road; thence S 00°05'12" E along said East right

of way for 29 ½ Road, also being the West line of said J and J Subdivision and lying 40.00 feet East of and parallel with the West line of the SE ¼ of said Section 8, a distance of 292.00 feet; thence S 89°58'35" E along a line 10.00 feet North of and parallel with the South line of said Lot 7, being a line 60.00 feet North of and parallel with the South line of the SE ¼ of said Section 8, a distance of 166.76 feet; thence S 00°05'12" E a distance of 100.00 feet to a point on the South right of way for North Avenue (US Highway 6); thence N 89°58'35" W along said South right of way, being a line 40.00 feet South of and parallel with the South line of the SE ¼ of said Section 8, a distance of 116.75 feet; thence N 00°05'38" W a distance of 40.00 feet to a point on the South line of the SE ¼ of said Section 8; thence N 00°01'25" E a distance of 50.00 feet to a point on the North right of way for North Avenue; thence N 89°58'35" W along said North right of way and the South line of said Lot 7, a distance of 50.10 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 33,307.7 Square Feet or 0.765 Acres, more or less, as described.

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 2

A certain parcel of land lying in the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of Section 8, Township One South, Range One East of the Ute Principal Meridian, and a portion of J and J Subdivision, as same is recorded in Plat Book 12, Page 125, Public Records of Mesa County, Colorado, all lying in Mesa County, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 7 of said J and J Subdivision and considering the South line of the SE ¼ of said Section 8 to bear N 89°58'35" W with all bearings contained herein being relative thereto; thence from said POINT OF COMMENCEMENT, N 00°05'12" W along the West line of said J and J Subdivision, being a line 40.00 feet East of and parallel with the West line of the SE ¼ of said Section 8 and also being the East right of way for 29 ½ Road, a distance of 10.00 feet to a point being the TRUE POINT OF BEGINNING; thence from said POINT OF BEGINNING, continue N 00°05'12" W along said East right of way, a distance of 292.00 feet; thence S 89°54'48" W a distance of 70.00 feet to a point on the West right of way for 29 ½ Road; thence N 00°05'12" W along said West right of way, being a line 30.00 feet West of and parallel with the East line of the SW ¼ of said Section 8, a distance of 308.99 feet to a point on the Westerly extension of the North line of said J and J Subdivision; thence S 89°57'03" E along said North line and its Westerly extension, a distance of 691.61 feet to a point being the Northeast corner of said J and J Subdivision; thence S 00°04'27" E along the East line of said J and J Subdivision to a point being the Southeast corner of Lot 4 of said J and J Subdivision; thence N 89°57'57" W along the South line of said Lot 4 and the Westerly extension thereof, a

distance of 454.76 feet to a point on the East line of Lot 7 of said J and J Subdivision; thence S 00°05'12" E along said East line of Lot 7, a distance of 210.08 feet; thence N 89°58'35" W along a line 10.00 feet North of and parallel with the South line of said Lot 7, a distance of 166.76 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 299,463.7 Square Feet or 6.875 Acres, more or less, as described.

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 17th day of July, 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 June, 2002.

Attest:

City Clerk

President of the Council

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>
June 7, 2002
June 14, 2002
June 21, 2002
June 28, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 1

APPROXIMATELY .765 ACRES

**LOCATED ON A PORTION OF 510 29 ½ ROAD AND INCLUDES
A PORTION OF 29 1/2 ROAD AND NORTH AVENUE RIGHTS-OF-WAY**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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:

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 1

A certain parcel of land lying in the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of Section 8, Township One South, Range One East of the Ute Principal Meridian and the Northeast Quarter (NE ¼) of Section 17, Township One South, Range One East of the Ute Principal Meridian, and a portion of J and J Subdivision, as same is recorded in Plat Book 12, Page 125, Public Records of Mesa County, Colorado, all lying in Mesa County, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 7 of said J and J Subdivision and considering the South line of the SE ¼ of said Section 8 to bear N 89°58'35" W with all bearings contained herein being relative thereto; thence from said POINT OF

BEGINNING, N 90°00'00" W a distance of 70.00 feet to a point on the West right of way for 29 ½ Road; thence N 00°05'12" W along said West right of way for 29 ½ Road, being a line 30.00 feet West of and parallel with the East line of the SW ¼ of said Section 8, a distance of 301.89 feet; thence N 89°54'48" E a distance of 70.00 feet to a point on the East right of way for 29 ½ Road; thence S 00°05'12" E along said East right of way for 29 ½ Road, also being the West line of said J and J Subdivision and lying 40.00 feet East of and parallel with the West line of the SE ¼ of said Section 8, a distance of 292.00 feet; thence S 89°58'35" E along a line 10.00 feet North of and parallel with the South line of said Lot 7, being a line 60.00 feet North of and parallel with the South line of the SE ¼ of said Section 8, a distance of 166.76 feet; thence S 00°05'12" E a distance of 100.00 feet to a point on the South right of way for North Avenue (US Highway 6); thence N 89°58'35" W along said South right of way, being a line 40.00 feet South of and parallel with the South line of the SE ¼ of said Section 8, a distance of 116.75 feet; thence N 00°05'38" W a distance of 40.00 feet to a point on the South line of the SE ¼ of said Section 8; thence N 00°01'25" E a distance of 50.00 feet to a point on the North right of way for North Avenue; thence N 89°58'35" W along said North right of way and the South line of said Lot 7, a distance of 50.10 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 33,307.7 Square Feet or 0.765 Acres, more or less, as described.

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

INTRODUCED on first reading on the 5th day June, 2002.

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

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 2

APPROXIMATELY 6.875 ACRES

**LOCATED AT 510 29 ½ ROAD AND INCLUDES A PORTION OF THE 29 ½ ROAD
RIGHT-OF-WAY**

WHEREAS, on the 5th day of June, 2002, 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 17th day of July, 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:

MESA COUNTY HUMAN SERVICES ANNEXATION NO. 2

A certain parcel of land lying in the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of Section 8, Township One South, Range One East of the Ute Principal Meridian, and a portion of J and J Subdivision, as same is recorded in Plat Book 12, Page 125, Public Records of Mesa County, Colorado, all lying in Mesa County, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 7 of said J and J Subdivision and considering the South line of the SE ¼ of said Section 8 to bear N 89°58'35" W with all bearings contained herein being relative thereto; thence from said POINT OF COMMENCEMENT, N 00°05'12" W along the West line of said J and J Subdivision,

being a line 40.00 feet East of and parallel with the West line of the SE ¼ of said Section 8 and also being the East right of way for 29 ½ Road, a distance of 10.00 feet to a point being the TRUE POINT OF BEGINNING; thence from said POINT OF BEGINNING, continue N 00°05'12" W along said East right of way, a distance of 292.00 feet; thence S 89°54'48" W a distance of 70.00 feet to a point on the West right of way for 29 ½ Road; thence N 00°05'12" W along said West right of way, being a line 30.00 feet West of and parallel with the East line of the SW ¼ of said Section 8, a distance of 308.99 feet to a point on the Westerly extension of the North line of said J and J Subdivision; thence S 89°57'03" E along said North line and its Westerly extension, a distance of 691.61 feet to a point being the Northeast corner of said J and J Subdivision; thence S 00°04'27" E along the East line of said J and J Subdivision to a point being the Southeast corner of Lot 4 of said J and J Subdivision; thence N 89°57'57" W along the South line of said Lot 4 and the Westerly extension thereof, a distance of 454.76 feet to a point on the East line of Lot 7 of said J and J Subdivision; thence S 00°05'12" E along said East line of Lot 7, a distance of 210.08 feet; thence N 89°58'35" W along a line 10.00 feet North of and parallel with the South line of said Lot 7, a distance of 166.76 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 299,463.7 Square Feet or 6.875 Acres, more or less, as described.

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

INTRODUCED on first reading on the 5th day of June, 2002.

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

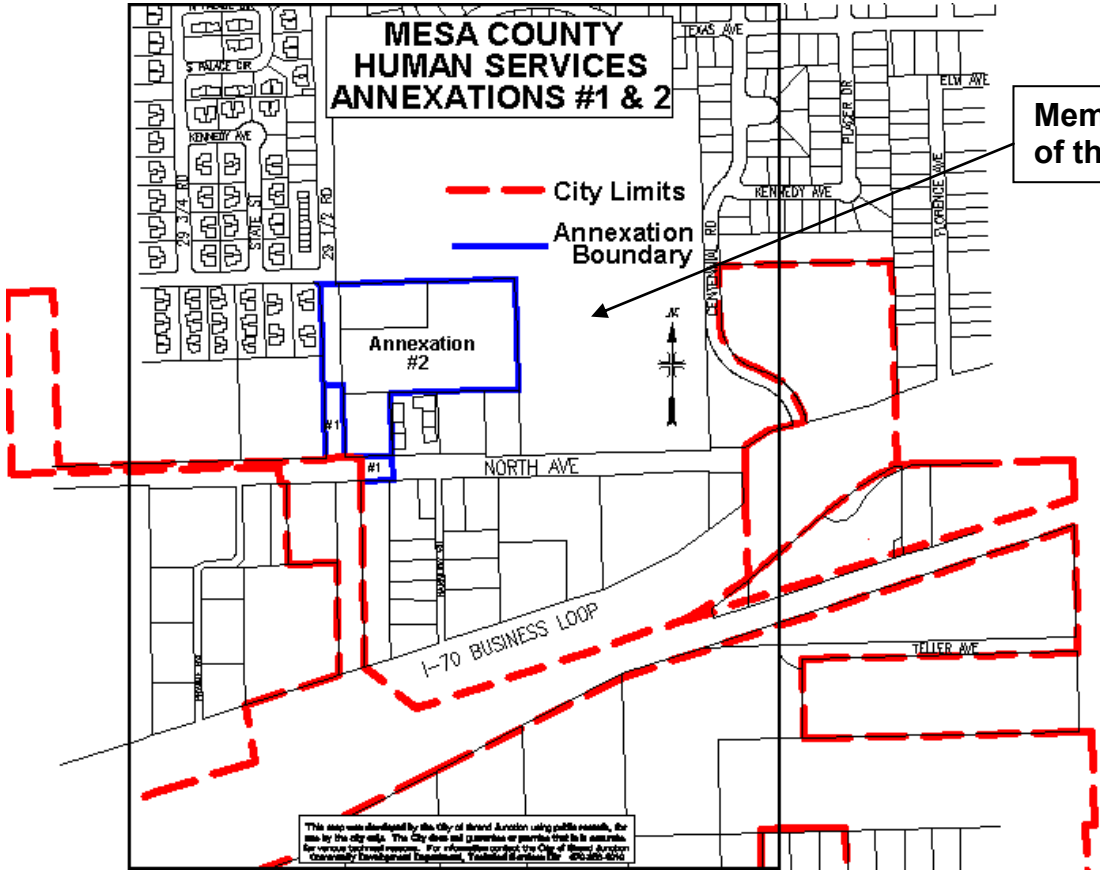
Attest:

City Clerk

President of the Council

MESA COUNTY HUMAN SERVICES ANNEXATIONS #1 & 2

Memorial Gardens of the Valley



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 warrant that it is accurate for various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services for 970-246-4262.

Attach 16

Beagley Annexations No. 1, 2 and 3

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Beagley Annexation Located at 3049 Walnut Avenue					
Meeting Date	June 5, 2002					
Date Prepared	May 13, 2002			File # ANX-2002-084		
Author	Ronnie Edwards		Associate Planner			
Presenter Name	Ronnie Edwards		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	Individual Consideration

Summary: Resolution for Acceptance of Petition to Annex and Second reading of the annexation ordinance for the Beagley Annexation located at 3049 Walnut Avenue and including a portion of the F Road, Grand Valley Drive and Walnut Avenue rights-of-way. The 5.92-acre Beagley property consists of one parcel of land.

Budget: N/A

Action Requested/Recommendation: Approve the resolution for the acceptance of petition to annex and second reading of the annexation ordinance.

Attachments:

1. Annexation Map
2. Resolution of Acceptance of Petition/Exercising Land Use Immediately
3. Annexation Ordinance

BACKGROUND INFORMATION			
Location:		3049 Walnut Avenue	
Applicants:		Lawrence & Jolene Beagley	
Existing Land Use:		Single Family Residence	
Proposed Land Use:		Single Family Residence	
Surrounding Land Use:	North	Single Family Residential	
	South	Single Family Residential	
	East	Single Family Residential	
	West	Single Family Residential	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RSF-4	
Surrounding Zoning:	North	County RSF-4	
	South	County RSF-4	
	East	County RSF-4	
	West	County RSF-4	
Growth Plan Designation:		Residential Medium-Low (2-4 du/ac)	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 5.92 acres of land. Owners of the property have signed a petition for annexation as part of their request for a simple subdivision to create one new lot for proposed residential use, pursuant to the 1998 Persigo agreement with Mesa County.

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

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

City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

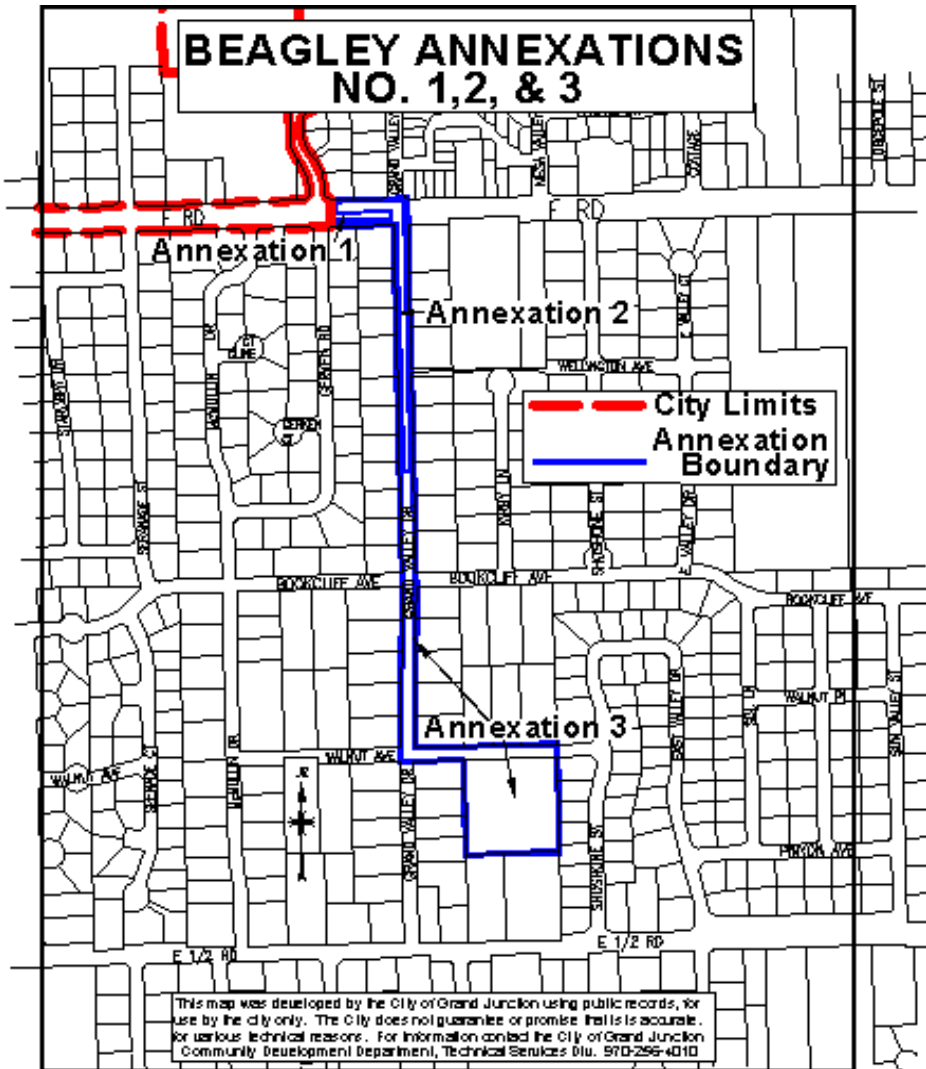
<u>BEAGLEY ANNEXATION SUMMARY</u>		
File Number:		ANX-2002-084
Location:		3049 Walnut Avenue
Tax ID Number:		2943-092-00-009
Parcels:		1
Estimated Population:		5
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		5.92 acres for annexation area
Developable Acres Remaining:		2.539 acres
Right-of-way in Annexation:		242' of 100' ROW of F Road, 1869' of 50' ROW of Grand Valley Drive, and 506' of 50' ROW of Walnut Avenue; See Map
Previous County Zoning:		RSF-4
Proposed City Zoning:		RSF-4
Current Land Use:		Single Family Residence
Future Land Use:		Single Family Residence
Values:	Assessed:	= \$ 11,470
	Actual:	= \$ 124,540
Census Tract:		11
Address Ranges:		3045 to 3049 Walnut Avenue
Special Districts:	Water:	Clifton Water District

	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Fire District
	Drainage:	Palisade Irrigation District
	School:	District 51

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
May 1, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
May 14, 2002	Planning Commission considers Zone of Annexation
May 15, 2002	First Reading on Zoning by City Council
June 5, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
July 7, 2002	Effective date of Annexation and Zoning

BEAGLEY ANNEXATIONS NO. 1, 2, & 3



RESOLUTION NO. __-02

A RESOLUTION ACCEPTING PETITIONS FOR ANNEXATION, MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY KNOWN AS

BEAGLEY ANNEXATION

A Serial annexation comprising Beagley Annexation No. 1, Beagley Annexation No. 2 and Beagley Annexation No. 3

IS ELIGIBLE FOR ANNEXATION

**LOCATED AT 3049 WALNUT AVENUE
AND INCLUDING A PORTION OF THE F ROAD, GRAND VALLEY DRIVE AND
WALNUT AVENUE RIGHTS-OF-WAY**

WHEREAS, on the 1st day of May 2002, a petition was submitted 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:

BEAGLEY ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 576.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°04'37" W a distance of 50.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence S 89°55'23" E along said North line, a distance of 189.00 feet; thence S 00°04'37" W a distance of 30.00 feet; thence N 89°55'23" W along a line 30.00 feet South of and parallel to the North line of the NE ¼ NW ¼ of said Section 9, a distance of 189.00 feet; thence S 00°04'37" W a distance of 20.00 feet to a point on the existing South right of way for Patterson Road (F

Road); thence N 89°55'23" W along said South right of way, a distance of 10.00 feet; thence N 00°04'37" E a distance of 50.00 feet, more or less, to the Point of Beginning.

CONTAINING 6670.0 Square Feet or 0.153 Acres, more or less, as described.

BEAGLEY ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23" E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 586.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 241.43 feet; thence S 00°06'22" E along a line 10.00 feet West of and parallel with the East right of way for Grand Valley Drive, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 976.20 feet; thence S 89°53'38" W a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet East of and parallel with the West right of way for said Grand Valley Drive, a distance of 876.29 feet to a point on the existing South right of way for Patterson Road (F Road); thence N 89°55'23" W along said South right of way, a distance of 211.75 feet; thence N 00°04'37" E a distance of 20.00 feet; thence S 89°55'23" E along a line 20.00 feet North of and parallel with the South right of way for Patterson Road (F Road), a distance of 189.00 feet; thence N 00°04'37" E a distance of 30.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence N 89°55'23" W, along said North line, a distance of 189.00 feet, more or less, to the Point of Beginning.

CONTAINING 44,777.0 Square Feet or 1.028 Acres, more or less, as described.

BEAGLEY ANNEXATION NO. 3

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 828.51 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°06'22" W a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°06'22" E along the East right of way for Grand Valley Drive and its Northerly extension, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 1344.31 feet, more or less, to a point being the Southwest corner of Lot 1, Block Six of said Bakers 1st Addition to Grand Valley Subdivision; thence S 00°42'42" W a distance of 50.00 feet to a point being the Northwest corner of Lot 5, Block 4, Second Addition to Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 30, Public Records of Mesa County, Colorado; thence S 02°12'43" W along the East right of way line for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision, a distance of 573.94 feet, more or less, to a point being the Southwest corner of Lot 1, Block Four of said Second Addition to Grand Valley Subdivision; thence N 89°54'20" E along the North right of way for Walnut Avenue, also being the Southerly limits of said Second Addition to Grand Valley Subdivision, a distance of 505.93 feet, more or less, to a point on the East line of the NW ¼ of said Section 9; thence S 00°06'22" E, along said East line and the Westerly limits of the Whitewood Subdivision, as same is recorded in Plat Book 13, Pages 236 and 237, Public Records of Mesa County, Colorado, a distance of 385.00 feet; thence N 89°56'22" W along a line 335.00 feet North of and parallel with the South line of the NW ¼ of said Section 9, a distance of 330.30 feet, more or less, to a point on the Southerly extension of the East line of the Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 18, Public Records of Mesa County, Colorado; thence N 00°04'19" W along the East line of said Grand Valley Subdivision and its Southerly extension, a distance of 334.10 feet, more or less, to a point on the South right of way for Walnut Avenue; thence S 89°54'20" W along said South right of way, a distance of 227.89 feet to a point on the Southerly extension of the West right of way for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision; thence N 02°12'43" E, along said West right of way, a distance of 624.11 feet, more or less, to a point being the Northeast corner of Lot 5, Block Three of said Second Addition to Grand Valley Subdivision; thence N 00°42'42" E a distance of 50.00 to a point being the Southeast corner of Lot 1, Block Five of said Bakers 1st Addition to Grand Valley Subdivision; thence N 00°06'22" W along the East right of way for Grand Valley Drive, a distance of 1244.33 feet, more or less, to a point on the existing South right of way for Patterson Road (F Road); thence S 89°56'23" E along said South right of way, a distance of 10.00 feet; thence S 00°06'22" E along a line 10.00 feet East of and parallel with the West

right of way for Grand Valley Drive, a distance of 876.29 feet; thence N 89°53'38" E a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet West of and parallel with the West right of way for Grand Valley Drive, a distance of 926.20 feet, more or less, to the Point of Beginning.

CONTAINING 206,437.0 Square Feet or 4.739 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of June, 2002; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no 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; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED this 5th day of June, 2001.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

BEAGLEY ANNEXATION NO. 1

APPROXIMATELY 0.153 ACRE

A PORTION OF F ROAD RIGHT-OF-WAY

WHEREAS, on the 1st day of May, 2002, 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 5th day of June, 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:

BEAGLEY ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 576.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of

way, a distance of 10.00 feet; thence S 00°04'37" W a distance of 50.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence S 89°55'23" E along said North line, a distance of 189.00 feet; thence S 00°04'37" W a distance of 30.00 feet; thence N 89°55'23" W along a line 30.00 feet South of and parallel to the North line of the NE ¼ NW ¼ of said Section 9, a distance of 189.00 feet; thence S 00°04'37" W a distance of 20.00 feet to a point on the existing South right of way for Patterson Road (F Road); thence N 89°55'23" W along said South right of way, a distance of 10.00 feet; thence N 00°04'37" E a distance of 50.00 feet, more or less, to the Point of Beginning.

CONTAINING 6670.0 Square Feet or 0.153 Acres, more or less, as described.

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

INTRODUCED on first reading on the 1st day May, 2002.

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

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

BEAGLEY ANNEXATION NO. 2

APPROXIMATELY 1.028 ACRES

A PORTION OF F ROAD AND GRAND VALLEY DRIVE RIGHTS-OF-WAY

WHEREAS, on the 1st day of May, 2002, 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 5th day of June, 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:

BEAGLEY ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 586.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of

way, a distance of 241.43 feet; thence S 00°06'22" E along a line 10.00 feet West of and parallel with the East right of way for Grand Valley Drive, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 976.20 feet; thence S 89°53'38" W a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet East of and parallel with the West right of way for said Grand Valley Drive, a distance of 876.29 feet to a point on the existing South right of way for Patterson Road (F Road); thence N 89°55'23" W along said South right of way, a distance of 211.75 feet; thence N 00°04'37" E a distance of 20.00 feet; thence S 89°55'23" E along a line 20.00 feet North of and parallel with the South right of way for Patterson Road (F Road), a distance of 189.00 feet; thence N 00°04'37" E a distance of 30.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence N 89°55'23" W, along said North line, a distance of 189.00 feet, more or less, to the Point of Beginning.

CONTAINING 44,777.0 Square Feet or 1.028 Acres, more or less, as described.

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

INTRODUCED on first reading on the 1st day May, 2002.

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

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

BEAGLEY ANNEXATION NO. 3

APPROXIMATELY 4.739 ACRES

**LOCATED AT 3049 WALNUT AVENUE AND INCLUDING A PORTION OF GRAND
VALLEY DRIVE AND WALNUT AVENUE RIGHTS-OF-WAY**

WHEREAS, on the 1st day of May, 2002, 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 5th day of June, 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:

BEAGLEY ANNEXATION NO. 3

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 828.51 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°06'22" W a distance of 50.00 feet to a point on the existing North

right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°06'22" E along the East right of way for Grand Valley Drive and its Northerly extension, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 1344.31 feet, more or less, to a point being the Southwest corner of Lot 1, Block Six of said Bakers 1st Addition to Grand Valley Subdivision; thence S 00°42'42" W a distance of 50.00 feet to a point being the Northwest corner of Lot 5, Block 4, Second Addition to Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 30, Public Records of Mesa County, Colorado; thence S 02°12'43" W along the East right of way line for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision, a distance of 573.94 feet, more or less, to a point being the Southwest corner of Lot 1, Block Four of said Second Addition to Grand Valley Subdivision; thence N 89°54'20" E along the North right of way for Walnut Avenue, also being the Southerly limits of said Second Addition to Grand Valley Subdivision, a distance of 505.93 feet, more or less, to a point on the East line of the NW 1/4 of said Section 9; thence S 00°06'22" E, along said East line and the Westerly limits of the Whitewood Subdivision, as same is recorded in Plat Book 13, Pages 236 and 237, Public Records of Mesa County, Colorado, a distance of 385.00 feet; thence N 89°56'22" W along a line 335.00 feet North of and parallel with the South line of the NW 1/4 of said Section 9, a distance of 330.30 feet, more or less, to a point on the Southerly extension of the East line of the Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 18, Public Records of Mesa County, Colorado; thence N 00°04'19" W along the East line of said Grand Valley Subdivision and its Southerly extension, a distance of 334.10 feet, more or less, to a point on the South right of way for Walnut Avenue; thence S 89°54'20" W along said South right of way, a distance of 227.89 feet to a point on the Southerly extension of the West right of way for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision; thence N 02°12'43" E, along said West right of way, a distance of 624.11 feet, more or less, to a point being the Northeast corner of Lot 5, Block Three of said Second Addition to Grand Valley Subdivision; thence N 00°42'42" E a distance of 50.00 to a point being the Southeast corner of Lot 1, Block Five of said Bakers 1st Addition to Grand Valley Subdivision; thence N 00°06'22" W along the East right of way for Grand Valley Drive, a distance of 1244.33 feet, more or less, to a point on the existing South right of way for Patterson Road (F Road); thence S 89°56'23" E along said South right of way, a distance of 10.00 feet; thence S 00°06'22" E along a line 10.00 feet East of and parallel with the West right of way for Grand Valley Drive, a distance of 876.29 feet; thence N 89°53'38" E a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet West of and parallel with the West right of way for Grand Valley Drive, a distance of 926.20 feet, more or less, to the Point of Beginning.

CONTAINING 206,437.0 Square Feet or 4.739 Acres, more or less, as described

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

INTRODUCED on first reading on the 1st day May, 2002.

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

Attest:

City Clerk

President of the Council

Attach 17

Beagley Annexation Zoning

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Zoning of Beagley Annexation Located at 3049 Walnut Ave.							
Meeting Date	June 5, 2002							
Date Prepared	May 13, 2002			File # ANX-2002-084				
Author	Ronnie Edwards		Associate Planner					
Presenter Name	Ronnie Edwards		Associate Planner					
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When			
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: The Beagley Annexation is a single parcel of land consisting of 5.92 acres located at 3049 Walnut Avenue, and includes a portion of the F Road, Grand Valley Drive and Walnut Avenue rights-of-way. The petitioner is requesting a zone of RSF-4, which conforms to the Growth Plan. Planning Commission recommended approval at its May 14, 2002 meeting. The owners have signed a petition for annexation as part of a proposed simple subdivision to create one new residential lot, which is an administrative review.

Budget: N/A

Action Requested/Recommendation: Adopt the ordinance zoning the Beagley Annexation.

Attachments:

1. Staff Report
2. Annexation Map
3. Future Land Use Map
4. Annexation Summary
5. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		3049 Walnut Avenue			
Applicants:		Lawrence & Jolene Beagley			
Existing Land Use:		Single Family Residence			
Proposed Land Use:		Single Family Residence			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family Residential			
	East	Single Family Residential			
	West	Single Family Residential			
Existing Zoning:		County RSF-4			
Proposed Zoning:		City RSF-4			
Surrounding Zoning:	North	County RSF-4			
	South	County RSF-4			
	East	County RSF-4			
	West	County RSF-4			
Growth Plan Designation:		Residential Medium-Low (2-4 du/ac)			
Zoning within density range?		X	Yes	<input type="checkbox"/>	No

Staff Analysis:

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 Future Land Use Map. This proposed zoning of RSF-4 conforms to the Growth Plan Future Land Use Map and is identical to current County zoning.

RSF-4 ZONE DISTRICT

- This property is currently zoned RSF-4 in Mesa County which does conform to the Future Land Use Map.
- The RSF-4 does conform to the recommended densities found on the Growth Plan 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.

- The property is surrounded by other residential uses with equivalent density.

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

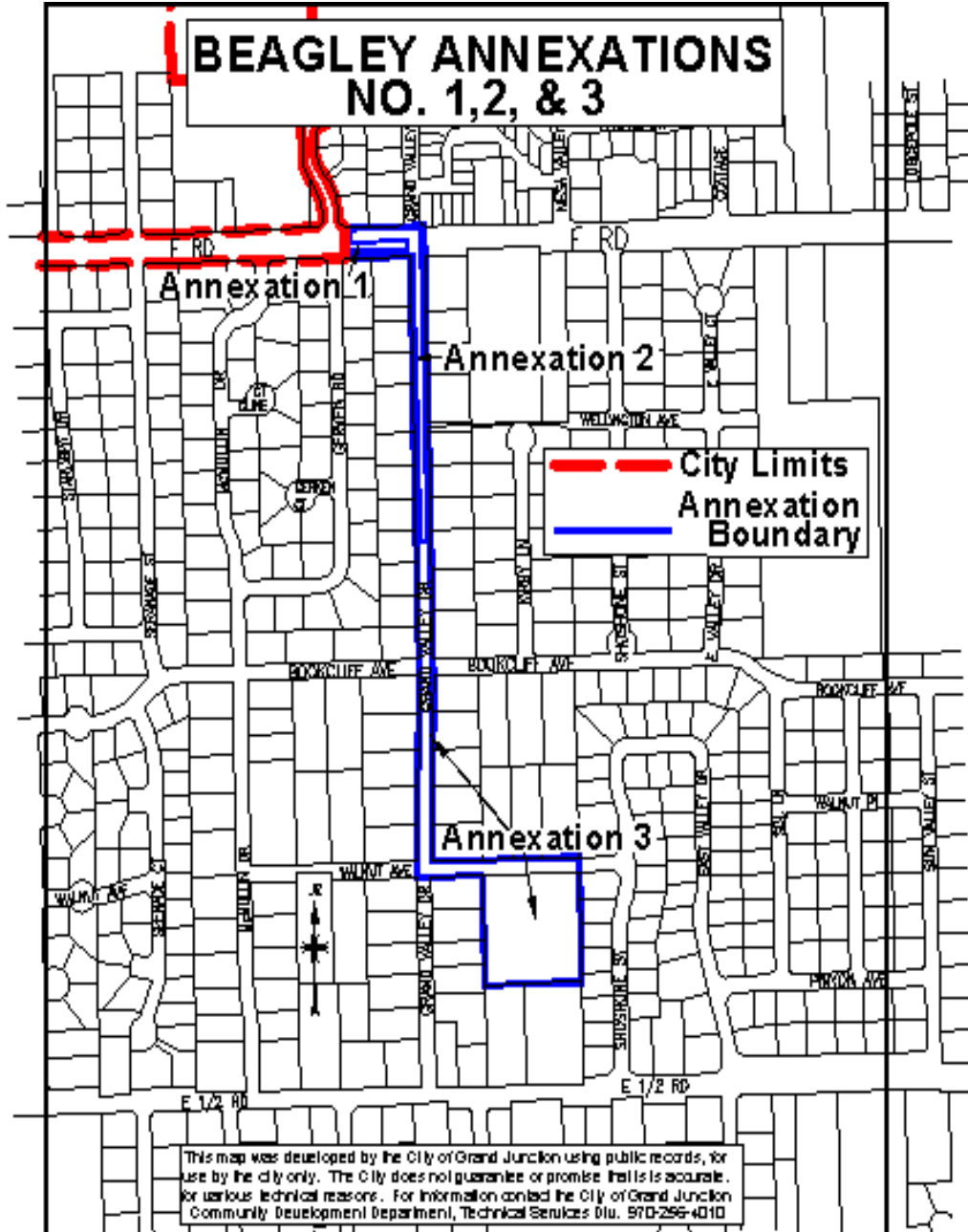
1. *The existing zoning was in error at the time of adoption;*
The existing zoning is RSF-4 in the County and the rezone to City RSF-4 supports the Future Land Use Map.
2. *There as been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;*
There has been no change of character in the neighborhood. The zone change is being required to give a City zoning designation to the subject property.
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 zoning is compatible with the neighborhood and will not create adverse impacts.
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 conforms with the Growth Plan as it supports residential use with a density of two to four units per acre in this particular area. The simple subdivision being created meets the requirements of the Zoning and Development Code.
5. *Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;*
Public facilities and services are available for residential use.
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. This proposal is to allow a County residential designation to be changed to a City residential designation.

7. *The community or neighborhood will benefit from the proposed zone.*
The proposed zone will benefit the neighborhood as it is keeping in place a residential zone district equivalent to the adjacent neighborhoods.

<i>ANNEXATION SCHEDULE</i>	
May 1, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
May 14, 2002	Planning Commission considers Zone of Annexation
May 15, 2002	First Reading on Zoning by City Council
June 5, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
July 7, 2002	Effective date of Annexation and Zoning

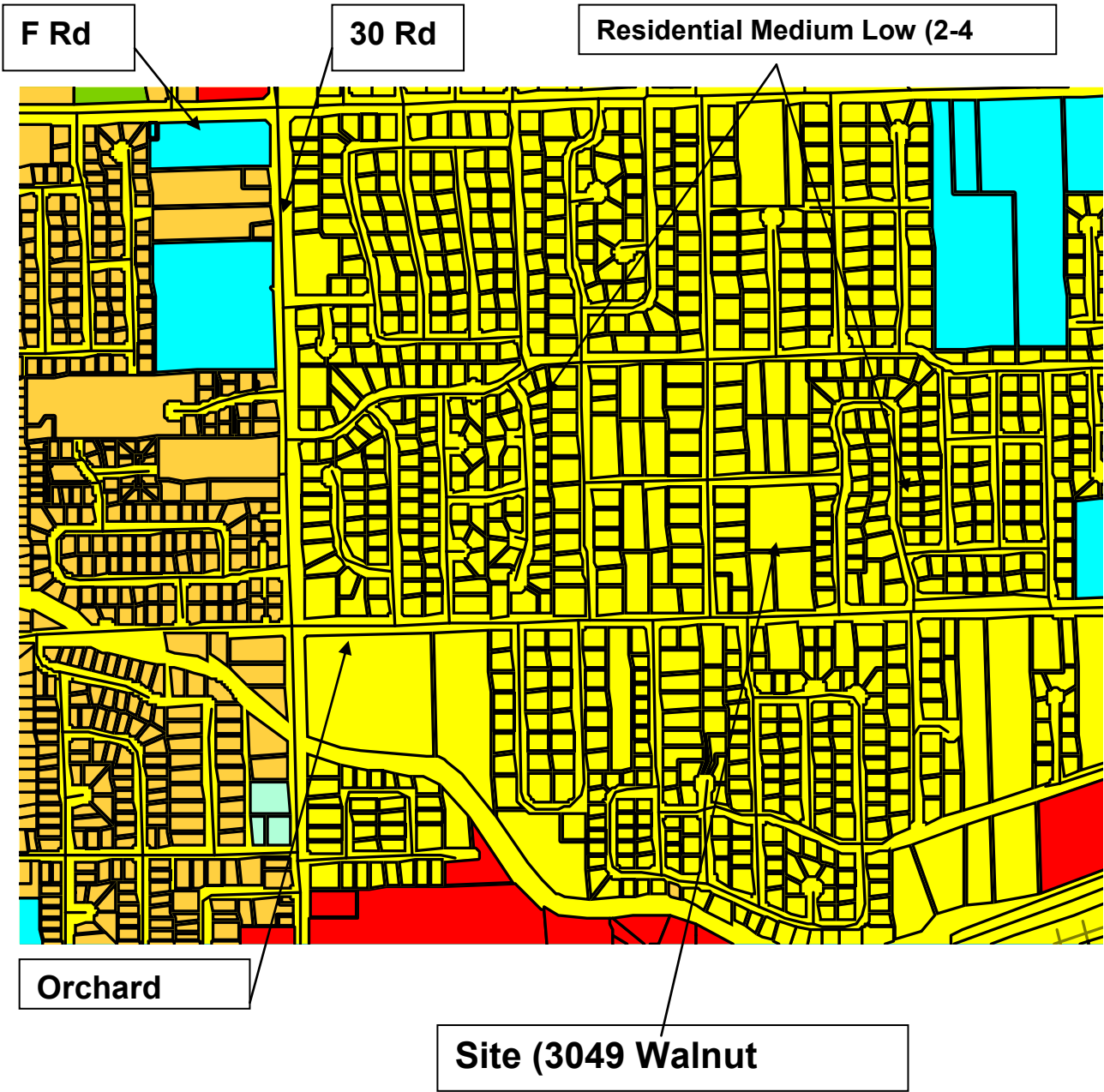
Action Requested/Recommendation: Planning Commission recommended that City Council approve the zone of annexation of Residential Single Family with a density not to exceed four units per acre (RSF-4) for the Beagley Annexation as it meets the criteria of Section 2.6 of the Zoning and Development Code.

BEAGLEY ANNEXATIONS NO. 1, 2, & 3



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

FUTURE LAND USE MAP



BEAGLEY ANNEXATION SUMMARY

File Number:	ANX-2002-084
Location:	3049 Walnut Avenue
Tax ID Number:	2943-092-00-009
Parcels:	1
Estimated Population:	5
# of Parcels (owner occupied):	1
# of Dwelling Units:	1
Acres land annexed:	5.92 acres for annexation area
Developable Acres Remaining:	2.539 acres
Right-of-way in Annexation:	242' of 100' ROW of F Road, 1869' of 50' ROW of Grand Valley Drive, and 506' of 50' ROW of Walnut Avenue; See Map
Previous County Zoning:	RSF-4
Proposed City Zoning:	RSF-4
Current Land Use:	Single Family Residence
Future Land Use:	Single Family Residence
Values:	Assessed: = \$ 11,470
	Actual: = \$ 124,540
Census Tract:	11
Address Ranges:	3045 to 3049 Walnut Avenue
Special Districts:	Water: Clifton Water District
	Sewer: Central Grand Valley Sanitation
	Fire: Grand Junction Fire District
	Drainage: Palisade Irrigation District
	School: District 51

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

ZONING THE BEAGLEY ANNEXATION TO RESIDENTIAL SINGLE FAMILY WITH A DENSITY NOT TO EXCEED FOUR UNITS PER ACRE (RSF-4)

LOCATED AT 3049 WALNUT 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 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 density not to exceed four units per acre (RSF-4) zone district

Includes the following tax parcel 2943-092-00-009

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

A tract of land located in the SE1/4 of the NW1/4, Section 9, T1S, R1E, Ute Meridian, Mesa County, Colorado, being more fully described as follows:

Beginning at the Southeasterly corner of a tract of land whence the C 1/4 corner of Section 9, T1S, R1E, Ute Meridian bears S00°01'02"E, 335.00' and considering the south line of the SE1/4 of the NW1/4, of said Section 9 to bear N89°50'42"W, with all other bearings contained herein relative thereto:

1. Thence N89°50'42"W, 330.30 feet;
2. Thence N00°00'41"E, 335.00 feet;
3. Thence S89°50'42"E, 330.10 feet;
4. Thence S00°01'22"E, 335.00 feet to the Point of Beginning, as described contains 2.539 acres more or less.

Introduced on first reading this ____ day of _____, 2002.

PASSED and ADOPTED on second reading this ____ day of _____, 2002.

Attest:

City Clerk

President of the Council

Amending Zoning and Development Code Development Review Process

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Amending The Zoning And Development Code Regarding The Development Review Process					
Meeting Date	June 5, 2002					
Date Prepared	May 23, 2002				File # TAC-2002- 112	
Author	Bob Blanchard		Community Development Director			
Presenter Name	Bob Blanchard		Community Development Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The proposed amendments remove the development review process timelines from the Zoning and Development Code and make changes to which development applications require General Meetings.

Budget: N/A

Action Requested/Recommendation: Approval of the text amendment ordinance.

Attachments: Review process flowchart, Expedited review process flowchart

Background Information:

In an effort to bring more predictability to the development review process, to create an atmosphere of coordination between potential applicants and City staff and to address

City staff workload, certain changes are being made to the development review process. The new procedural flowcharts are attached to this staff report.

To assist in the implementation of the new process, the following amendments are proposed to the Zoning and Development Code:

Amendments to Table 2.1, Review Procedures Summary. Revise which applications require General Meetings. General Meetings are typically the first contact a potential developer has with the development review staff and are designed to give an overview of the City's regulations and identify major issues surrounding a potential development. This review is conceptual in nature. Not all applications benefit from a General Meeting. Revisions to this table will limit which applications require a General Meeting.

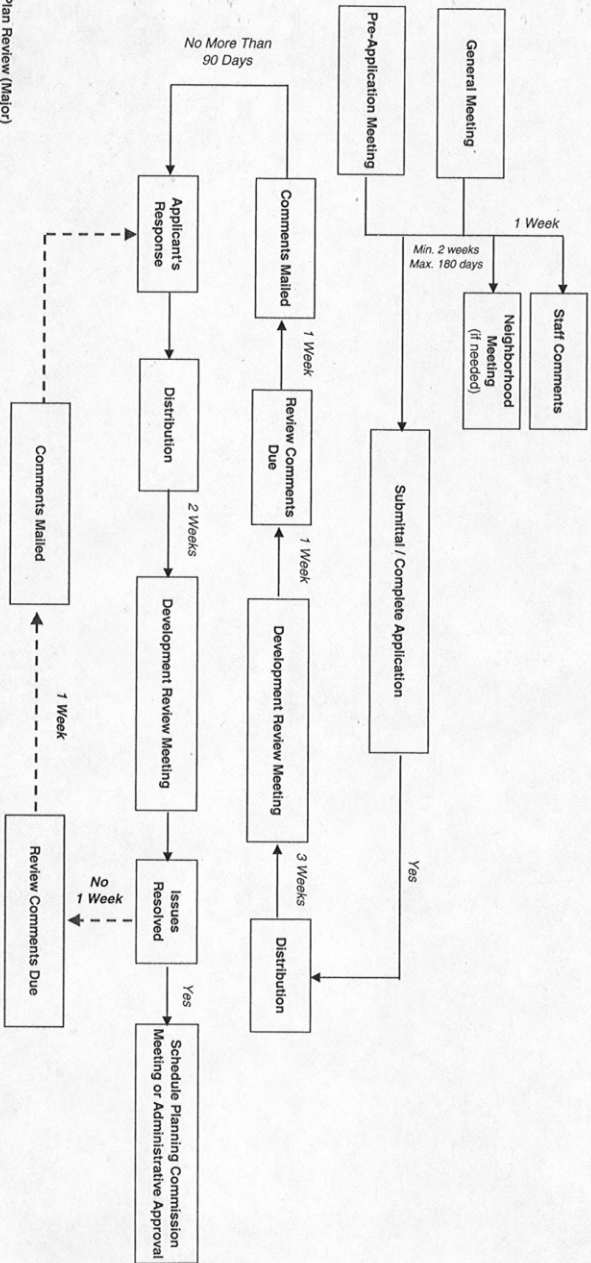
The text amendments will remove Code references to the review process, especially timelines. This will allow staff to make necessary changes to the process when problem areas are identified. When the process is included in the Code, any changes must go through the public hearing process, including one Planning Commission hearing and two City Council meetings.

In addition to these changes, one addition is proposed that does address the review process. Specifically, a deadline of 90 days after the receipt of staff review comments is established for an applicant to provide a resubmittal of a proposed project. If this deadline is not met, the development application will automatically lapse and become null and void. The Director would be authorized to grant one 30 day extension upon request by the applicant.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission met on May 14, 2002 and recommended that the City Council approve amendments to the Zoning and Development Code.

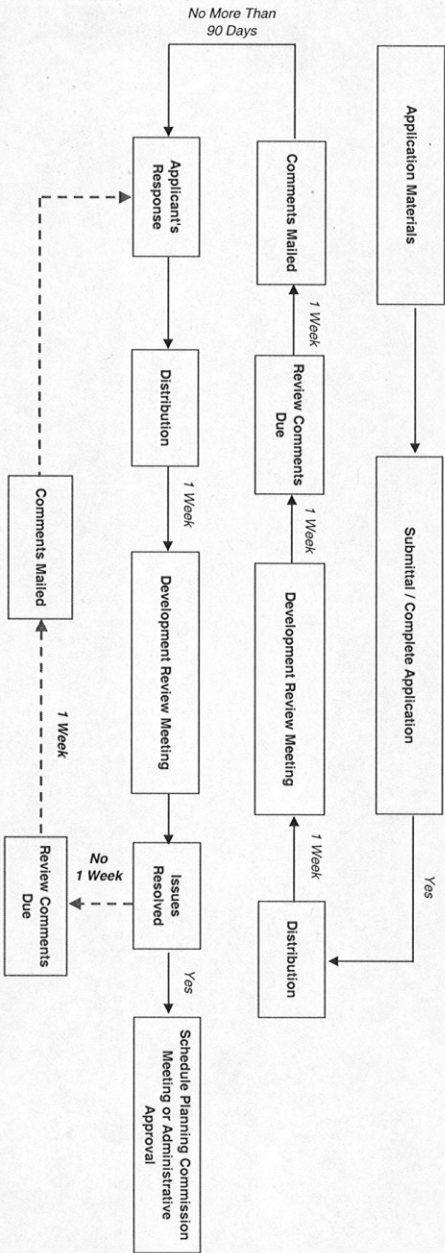
REVIEW PROCESS

(Applications requiring General/Concept or Planner Meetings)



Site Plan Review (Major)
 Preliminary Plan (Major Subdivision)
 Final Plat
 ODP
 Preliminary Plan (PD)
 Final Plan (PD)
 Vacation Plat, Easement, ROW
 Institutional & Civic Facility Master Plan
 Any Combination Application

Expedited Review Process



Expedited Review Applications
 (unless combined with another application)
 Change of Use
 Site Plan Review (Minor)
 Floodplain Permit
 Floodplain Text Amendment
 Growth Plan Map Amendment
 Zoning Map Amendment
 Zoning Text Amendment
 Plan Amendment
 Conditional Use Permit
 Revocable Permit
 Zoning of Annexation
 Simple Subdivision
 Variance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

**AMENDING THE ZONING AND DEVELOPMENT CODE
DEVELOPMENT REVIEW PROCESS**

Recitals.

This proposed amendment to the Zoning and Development Code amends the need for a General Meeting for all development applications and removes references to the development review process.

The Planning Commission, at their May 14, 2002 hearing, recommended approval of the amendment.

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

The Zoning and Development Code is hereby amended with new words and provisions shown underlined; deletions are shown as ~~strike throughs~~.

2.2 ADMINISTRATIVE DEVELOPMENT PERMITS

B. Common Elements of Procedures. The following procedures apply unless modified by more specific provisions elsewhere. The times for the City to act are maximum number of working days. The Director may shorten any time frame specified herein.

1. General Meeting/Pre-Application Conference.

- a. **General Meeting.** The general meeting allows the applicant to meet informally with the staff to discuss a project and provide feedback and ideas. Based on the detail and information provided, the staff will give direction on the merits, procedures and issues on a proposed project. A General Meeting is not required for all applications. A development application may not be submitted until after ~~the~~ a general meeting is completed if required by the Director.
- b. **Applicability.** Table 2.1 shows the permits for which a general meeting is required ~~or recommended.~~ The Director may waive the general meeting if it is not likely to help the neighborhood or applicant.

2. **Application Requirements.**

- a. **Materials.** Lists of required application materials are available from the Director and are included in the SSID Manual.
- b. **Application Deadlines.** Application deadlines are included in the SSID Manual or by administrative policy.
- c. **Application Fees.** The City Council sets fees to recover some of the costs of processing, publicizing, and reviewing applications. City Council may, by resolution, modify any fee at any Council meeting.
- d. **Completeness.** Within three (3) working days of submission, the Director shall decide if the application is complete. If the application is not deemed complete, the Director shall notify the applicant and the submittal shall be returned. The Director shall retain a copy of checklist identifying any submittal deficiency.

4. **General Procedures.**

- a. The Director shall evaluate each application for compliance with City requirements. The Director shall solicit other agency comment. ~~Typically, the Director's review shall be completed within ten (10) working days, although the Director may take more time if additional information or analysis is required or if work demands require.~~ The Director shall provide his/her comments in writing to the applicant.
- b. The Director may forward copies of the applications to various agencies for their input and review. Such other agencies include:
 - (1) Other City departments;
 - (2) Utilities;
 - (3) Law enforcement;

- (4) Fire protection agencies;
 - (5) General purpose government;
 - (6) State agencies (e.g., Geologic Survey, Transportation, Natural Resources, Wildlife); and
 - (7) Federal agencies (e.g., Federal Emergency Management Agency, Bureau of Land Management, U.S. Army Corps of Engineers).
- c. ~~Agencies shall be asked to comment/recommend in writing within ten (10) working days. The Director may delay his decision if he/she finds good cause for a delay. Agency review and input is advisory only.~~
- d. ~~The applicant shall respond within 30 calendar days or the Director may deem the application abandoned. If the applicant asks in writing, the Director may allow up to 60 more days for the applicant to respond to review comments. An application submitted to the City for review must be diligently pursued and processed by the applicant. Accordingly, if the applicant, within ninety (90) calendar days of mailing of the City's review comments on any submittal (or resubmittal) of an application for approval of a development application, does not resubmit revised documents to address comments from the City, the development application shall lapse and become null and void. The Director may grant one (1) extension of the foregoing ninety day requirement, not to exceed thirty (30) days in length.~~

5. Comments – Time to Respond.

- a. The Director must approve, approve with conditions, or disapprove all complete applications for an administrative permit.
- b. ~~Within ten (10) working days a~~ After receipt of the applicant's written response to comments/recommendations the Director shall, ~~decide~~ based on the applicable review criteria, approve, approve with conditions or disapprove the application. ~~If the applicant asks, t~~ The Director may give more comments and allow the applicant another additional resubmittals and responses before the Director decides. ~~The Director may approve, but subject to conditions/actions to be taken by applicant, to obtain compliance requirements~~

2.3 PERMITS REQUIRING PUBLIC HEARING

- A. Generally, the procedures for all applications have three (3) elements:
 - 1. Submittal of a complete application, including payment of fees;
 - 2. Review by City staff and other agencies; and
 - 3. A decision.

B. **Common Elements of Procedures.** The following requirements are common to all application. The time for the City to act are maximums stated in terms of working days. The Director may shorten any time frame specified herein.

1. **General Meeting.** At a general meeting the applicant discusses the project with City staff in more depth to obtain general feedback and ideas. Based on the amount of detail and information the applicant presents, the staff shall attempt to give direction on a proposed project. After a general meeting a development application may be submitted. The A general meeting is not required for all applications unless the Director waives it because the Code requirements can clearly be met without it. The Director may waive the General Meeting requirement if it is not likely to help the neighborhood or applicant.
3. **Application Requirements.** The SSID Manual lists what is needed to apply for each type of permit. However, the particulars of a project may require different types or levels of information. At the pre-application conference, the Director will tell the applicant what information the applicant must supply to begin the assessment of the project. At any time during the process, the Director may require additional information to respond to issues or concerns not discussed at the pre-application conference. The Director will list the requirements/information told to the applicant at the pre-application conference and place the list in the file.
 - a. **Application Deadlines.** Important application deadlines are in the SSID Manual or by the Director's written policies.
 - b. **Application Fees.** The City Council sets fees in amounts sufficient to recover all or a portion of the taxpayer costs spent processing, giving notice, and reviewing development applications.
 - c. **Completeness.** ~~Within three (3) working days of submission, t~~ The Director shall determine if the application is complete. If it is not complete the Director shall notify the applicant and the submittal will be returned. The Director shall retain a copy of the checklist identifying any submittal deficiency.

5. **Procedures.**

- a. **Staff Review.** Applications shall be reviewed by City Staff and other appropriate agencies for compliance with City and agency codes and policies. ~~Typically, staff review shall be completed within ten (10) working days of the determination of completeness, although more time may be given if additional information is required.~~ Upon completion of staff review, the staff shall provide its comments in writing to the applicant.
- b. **Review by Other Agencies.** The staff shall forward copies of the applications to appropriate agencies for their comments. Examples of review agencies are:
 - (1) City departments;
 - (2) Telecommunications, gas, electric and other utilities;
 - (3) Irrigation, drainage, water and sewage, sewer provider special districts;
 - (4) School and fire agencies ;
 - (5) Law enforcement ;
 - (6) Mesa County Staff, Planning Commission, or Board of Commissioners;
 - (7) State agencies (e.g., Colorado Geologic Survey, Colorado Department of Transportation, Colorado Department of Natural Resources, Colorado Division of Wildlife, etc.); and
 - (8) Federal agencies (e.g., Federal Emergency Management Agency, Bureau of Land Management, U.S. Army Corps of Engineers, etc.).
- c. **Agency and Department Comments.** ~~Agencies shall respond in writing to the requested review generally within ten (10) working days. Review agencies may request additional time for review if good cause is shown and if such request is made within the review time.~~ The agencies' review will be advisory in character, and does not constitute approval or disapproval. All comments shall be forwarded to the applicant for response.
- c. **Applicant's Response.** ~~The applicant shall have five (5) calendar days to respond to staff and agency comments. The Director may permit up to an additional sixty (60) calendar days to respond upon a request by the applicant. .~~ An application submitted to the City for review must be diligently pursued and processed by the applicant. Accordingly, if the applicant, within ninety (90) calendar days of mailing of the City's review comments on any submittal (or resubmittal) of an application for approval of a development application, does not resubmit revised documents to address comments from the City, the development application shall lapse and become null and void. The Director may grant one (1) extension of the foregoing ninety day requirement, not to exceed thirty (30) days in length.

d. **Review of Response.** ~~Within five (5) working days of receipt of the applicant's response to comments, t~~The Director shall determine if sufficient information has been provided to schedule the application for a hearing. If the Director deems the application insufficient for such purposes, he shall notify the applicant in ~~writing of the informational deficiencies.~~ The applicant shall be allowed additional resubmittals and responses before the application is scheduled for a hearing.

9. **Public Hearing Procedures.**

- a. **Timing.** ~~If t~~The Director ~~finds an application is complete, he shall schedule it and give proper notice. Normally a public hearing will be scheduled within sixty (60) calendar days after the application is deemed complete.~~ shall schedule an application for hearing only when all issues have been resolved and a determination of compliance with all codes and regulations is made.
- b. **Applicant's Option.** An applicant has the right to request a hearing at any time during the review process.

TABLE 2.1 REVIEW PROCEDURES SUMMARY

Table 2.1

REVIEW PROCEDURES SUMMARY

Application Process	General Meeting ^{1,2}	Neighborhood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
ADMINISTRATIVE PERMITS									
Planning Clearance	Ø	-	D	-	-	A	-	-	-
Certificate of Occupancy	-	-	D	-	-	A	-	-	-

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
Home Occupation	-	-	D	-	-	A	-	-	-
Temporary Use	Ø	-	D	-	-	A	-	-	-
Change of Use	M	-	D	-	-	A	-	-	-
Site Plan Review (Major/Minor)	M (Major Only)	-	D	A	-	-	-	-	-
Fence	-	-	D	-	-	A	-	-	-
Sign	-	-	D	-	-	A	-	-	-
Floodplain Permit	M	-	D	-	-	A	-	-	-
GROWTH PLAN AMENDMENT³									
Text Amendments	M	-	R	R	D	-	M	-	-
Map Amendments	M	M ⁴	R	R	D	-	M	M ⁶	M ⁶
CODE AMENDMENTS									
Zoning Map Amendments	M	M ⁴	R	R	D	-	M	M ⁶	M ⁶
Text Amendments	M	-	R	R	D	-	M	-	-
MAJOR SUBDIVISION									
Concept Plan (optional)	O	O	R ⁸	- D ⁸	-	-	-	-	-

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
Preliminary Plan not in conjunction with action requiring Council approval	M	M ⁵	R	D ⁷	A	-	M	M	M
Final Plat	M	-	D	A	-	-	-	-	-
Development Improvement Agreements	-	-	D	-	-	-	-	-	-
PLANNED DEVELOPMENT									
ODP (optional)	M	O	R	R	D	-	M	M	M
Preliminary Plan	M	M ^{4,5}	R	R	D	-	M	M	M
Final Plan	M	-	D	A	-	-	-	-	-
Plan Amendments	M	M ^{4,5}	R	D	A	-	M	M	M
Major	M	-	D	A	-	-	-	M	-
Minor									
OTHER APPLICATIONS									

Conditional Use Permit	M	O	R	D	A	-	M	M	M
Historic Preservation	Ø	-	R	-	D	-	M	-	-
Revocable Permit	M	-	R	-	D	-	-	-	-

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
Zoning of Annexation	M	-	R	-	D	-	M	M ⁶	M ⁶
Simple Subdivision	M	-	D	A	-	-	-	M	-
(Vacation Plat, Easement or Right-of-way)	M	-	R	R	D	-	M	M	M
Variance City Council ZBOA	M M	- -	R R	R -	D -	- D	M M	- M	- M
Vested Rights	M	-	R	R	D	-	M	-	-
Appeal of Director Decisions	Ø	-	-	-	-	D	M	-	-
Institutional & Civic Facility Master Plans	M	M	R	R	D	-	M	M	M

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²														
			Director	PC	CC	ZBOA	Public	Mail	Sign												
<p>KEY:</p> <table> <tr> <td>M</td> <td>Mandatory</td> <td>R</td> <td>Review Body</td> </tr> <tr> <td>O</td> <td>Optional/Recommended</td> <td>D</td> <td>Decision Maker</td> </tr> <tr> <td>-</td> <td>No/Not Applicable</td> <td>A</td> <td>Appeal Body</td> </tr> </table> <p>Footnotes:</p> <p>¹ Where required, a General Meeting with City staff must occur before a development application will be accepted. In addition, a Pre-application Conference with City staff is highly recommended for most subdivisions, multifamily, commercial and industrial projects, as the best way to ensure the success of a project.</p> <p>² Some administrative review does require notice. See section 2.2.B.3.</p> <p>³ The Joint City/County Planning Commission decides requests to amend the Growth Plan for unincorporated property in the Urban Area.</p> <p>⁴ A neighborhood meeting is required for Growth Plan amendment or rezoning to a greater intensity/density.</p> <p>⁵ A neighborhood meeting is required if 35 or more dwellings or lots are proposed.</p> <p>⁶ Mailed notice and sign posting is not required for Growth Plan map amendments, rezonings or zoning of annexations relating to more than five percent (5%) of the area of the City and/or related to a Citywide or area plan process.</p> <p>⁷ The Director shall be the decision-maker for non-residential condominium preliminary plans for platting.</p> <p>⁸ The Director may make recommendations. The Planning Commission members should react, comment, question, critique and give direction (Section 2.7).</p> <p>⁹ <u>Even though a General Meeting may not be required, applicants should confer with City staff regarding potential issues with a proposed development, and to receive a submittal checklist.</u></p>										M	Mandatory	R	Review Body	O	Optional/Recommended	D	Decision Maker	-	No/Not Applicable	A	Appeal Body
M	Mandatory	R	Review Body																		
O	Optional/Recommended	D	Decision Maker																		
-	No/Not Applicable	A	Appeal Body																		

Introduced on first reading this ____ day of _____, 2002.

PASSED and ADOPTED on second reading this ____ day of _____, 2002.

ATTEST:

City Clerk

President of the Council

Growth Plan Amendment ISRE Property

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Growth Plan Amendment for the ISRE Property Located at 2990 D-1/2 Road					
Meeting Date	June 5, 2002					
Date Prepared	May 30, 2002				File: ANX-2002-049	
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kristen Ashbeck		Senior Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Jeffory Crane, Representative
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The ISRE property is a single parcel of land consisting of 14.149 acres located at 2990 D-1/2 Road. The petitioner is requesting to amend the Future land Use map of the Growth Plan to redesignate the property from Residential Medium Low (2 to 4 units per acre) Residential Medium (4 to 8 units per acre).

Budget: N/A

Action Requested/Recommendation: Adopt Resolution amending the Future Land Use Map of the Growth Plan

Attachments:

1. Background Information/Staff Analysis
2. Aerial Photograph Location Map
3. Future Land Use Plan for Vicinity
4. Information from Applicant
5. Proposed Resolution Amending the Future Land Use Map

BACKGROUND INFORMATION					
Location		2990 D-1/2 Road			
Applicant		ISRE, LLC – Lisa Comstock Representative – Jeffory Crane			
Existing Land Use		Large Lot Single Family Residential			
Proposed Land Use		Single or Multifamily Residential			
Surrounding Land Use	North	Commercial/Industrial and Large Lot Single Family Residential			
	South	Single Family Residential			
	East	Large Lot Single Family Residential			
	West	Single Family Residential			
Existing Zoning		RSF-4			
Proposed Zoning		N/A			
Surrounding Zoning (all Mesa County)	North	RSF-R and I			
	South	RSF-R and PUD			
	East	RSF-R			
	West	RSF-R and I			
Current Growth Plan Designation		Residential Medium Low (2-4 units per acre)			
Zoning within density range?		X	Yes		No

STAFF ANALYSIS: The property at 2990 D-1/2 Road was recently annexed to the City of Grand Junction and zoned Residential Single Family 4 units per acre (RSF-4). The annexation was triggered under the Persigo Agreement by this concurrent application for a Growth Plan Amendment. As shown on the attached map, the Future Land Use Map of the Growth Plan shows this parcel as Residential Medium Low with a density of 2 to 4 units per acre. The property owner is requesting an amendment to the Plan to designate this property as Residential Medium with a density of 4 to 8 units per acre. The existing zoning of RSF-4 is also within the density range of the proposed Residential Medium land use category. Please note that this application does not include a rezone to either RMF-5 or RMF-8. Any subsequent rezone request following an approval of a Growth Plan change to Residential Medium will require a separate rezone application, review and public hearing process.

In the Fall of 1999, the City and County re-examined the land uses shown on the Future Land Use Map of the Growth Plan in the Fruitvale/Pear Park area. The area was generally defined as that between the Southern Pacific Railroad south to D Road and from 29 Road to 32 Road. At that time, after having used the Growth Plan for over two years, City and County staff had discovered that implementation of the Plan in this area was problematic. The majority of the parcels in the area had been designated as Residential Low (1/2 to 2-acre lots) as it was originally foreseen as a transitional area. Actual development and zoning, however, had occurred at a much higher density. Consequently, densities across most of the area were revised from Residential Low to

Residential Medium (4-8 units per acre). However, it was not apparent why the parcels on the north side of D-1/2 Road were assigned a lower density of Residential Medium Low (2-4 units per acre).

Since that time, there has been more development activity in the area, both residential and non-residential. Several properties in the Banner Industrial subdivision adjacent to the ISRE property to the north have recently developed and annexed to the City of Grand Junction. In addition, a new development, Grand Meadows at Gunnison and east of 30 Road was recently annexed to the City and a subdivision approved with a zoning of RMF-5.

Clearly, there is development pressure in this area and, with the upgrade of 30 Road under construction, it will likely continue. With the increased traffic on 30 and D-1/2 Roads and the commercial/industrial development directly north, it follows that the ISRE property is better suited to development in the Residential Medium range of 4-8 as the majority of the Fruitvale/Pear Park area was designated three years ago.

FINDINGS OF REVIEW: Section 2.5.C. of the Zoning and Development Code outlines the criteria by which City staff and the Planning Commission shall review and approve an Amendment to the Future Land Use Map of the Growth Plan. Staff's findings of the pertinent criteria are summarized below.

Error in the Plan Such That Facts, Projects, Trends Not Accounted For. Current land uses, zoning and trends in the area are at a residential intensity higher than the Plan recommends for this property. The subject property should have been more closely reviewed in 1999 when the nearby properties were considered for higher densities.

Change in Character of Area. The area has continued to develop at residential densities greater than what the original Growth Plan anticipated although this development is consistent with the Plan as amended in 1999. In addition, the adjacent industrial park has experienced growth, again consistent with the amended Plan. However, with growth occurring at higher residential densities than originally anticipated, a change in area character can be argued.

Change is Consistent with the Growth Plan. The Clifton Goals and Policies adopted in 1985 recommend 4 to 8 units per acre for this area, which is consistent with the Plan's intent for urban infill. This proposed change is consistent with the surrounding land use designation of 4 to 8 units per acre and can provide for a better transition adjacent to the commercial/industrial designation to the north.

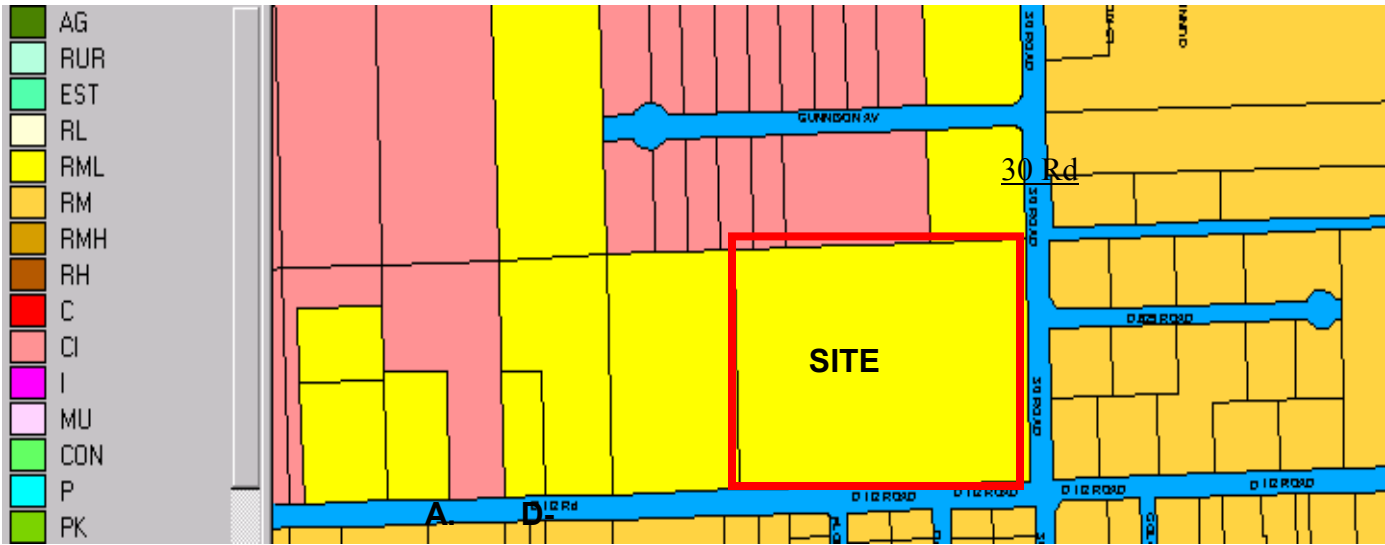
Adequate Public/Community Facilities. The Clifton Goals and Policies adopted in 1985 recommend 4 to 8 units per acre for this area based on the availability of urban services and infrastructure. The City and County are in the process of upgrading 30 Road and D-1/2 Road will continue to be upgraded as development occurs.

Benefit of Proposed Amendment. The amendment is consistent with the community's goals for urban infill and reduction of sprawl by increasing densities in areas serviced by existing, adequate infrastructure.

PLANNING COMMISSION RECOMMENDATION (5/28/02 – 7-0): Planning Commission recommended approval of the Amendment to the Future Land Use Map of the Growth Plan to designate the property located at 2990 D-1/2 Road as Residential Medium with a density range of 4 to 8 units per acre. Planning Commission also recommends the additional area shown as 2 to 4 units per acre along the north side of D-1/2 Road be reconsidered during the upcoming Growth Plan update process.



ANX-2002-049 ISRE GPA - Aerial Photograph Location Map



ANX-2002-049 ISRE GPA – Future Land Use Map for Vicinity

CITY OF GRAND JUNCTION, COLORADO
Resolution No. _____

**Amending the City of Grand Junction Growth Plan Future Land Use Map
to Redesignate Approximately 13 acres known as the ISRE Property
Located at 2990 D-1/2 Road from Residential Medium Low (2 to 4 units per acre)
to Residential Medium (4 to 8 units per acre)**

Recitals:

After using the Growth Plan for over five years, it is recognized that it may be appropriate to amend the Growth Plan from time to time.

A request for the Growth Plan amendment has been submitted in accordance with the Agreement between Mesa County and the City of Grand Junction Providing for an Interim Joint Plan Consistency Review and Plan Amendment Process for the Joint Urban Area Plan. ISRE, LLC, as the applicant, has requested that the 13-acre parcel located at 2990 D-1/2 Road be redesignated from Residential Medium Low (2 to 4 units per acre) to residential Medium (4 to 8 units per acre).

The Grand Junction Planning Commission at its May 28, 2002 meeting, found the proposed amendment to meet the criteria of Section 2.5.C. of the Zoning and Development Code and recommended approval of the amendment to the Growth Plan Future Land Use Map.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE GRAND JUNCTION GROWTH PLAN FUTURE LAND USE MAP IS AMENDED IN THE FOLLOWING WAY:

Redesignate approximately 13 acres located at 2990 D-1/2 Road from Residential Medium Low (2 to 4 units per acre) to Residential Medium (4 to 8 units per acre). The parcel being more fully described as follows:

The South ½ of the SE ¼ of the NE ¼ of Section 17, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado. EXCEPT the West 6 acres thereof: AND EXCEPT a tract of land conveyed to Mesa County, State of Colorado by warranty deed recorded March 23, 1998 in Book 2419, page 617. Containing approximately 13 acres, more or less.



PASSED on this 5th day of June, 2002.

ATTEST:

President of Council

City Clerk

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Two Rivers Convention Center / Avalon Theater Operations					
Meeting Date	June 5, 2002					
Date Prepared	May 23, 2002				File #	
Author	Mike Brophy		TRCC Manager			
Presenter Name	Joe Stevens		Parks & Recreation Director			
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda			Consent  Individual Consideration

Summary:

Proposal to operate the Avalon Theater as an extension of Two Rivers Convention Center, beginning July 1. Full report includes transition plan from current to proposed operation.

Budget: Attached. Budget is composed of three components: July 1 - September 30 interim / partial transition; October 1 - December 31 full staff complement / full transition through year-end; and full year budget for 2003.

Action Requested/Recommendation: Approve recommended operational plan, including appropriate budget allocation and staff additions, to enable the Parks & Recreation Department to fully operate the Avalon Theater in complement to its existing Two Rivers Convention Center operations for the remainder of 2002 and full year 2003.

Attachments:

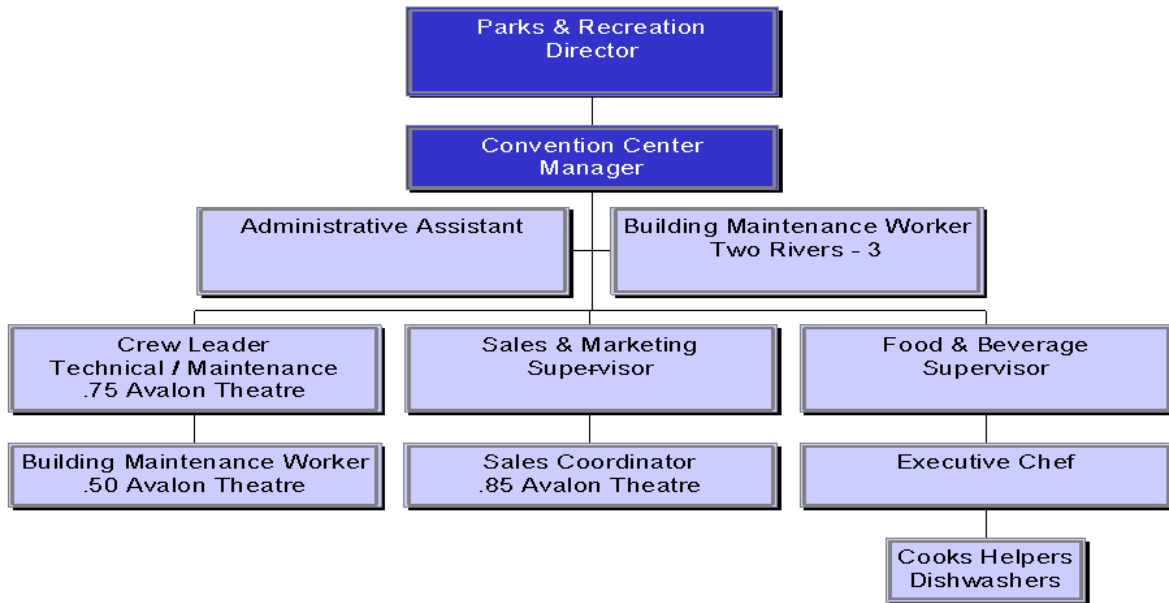
1. Staff Report
2. Organization chart - P & R Dept. and TRCC
3. Budget
4. Timeline
5. Transition Plan
6. Job Description for Tech Maintenance Crew Leader
7. Job Description for Sales Coordinator
8. Memorandum of Understanding

Background Information:

This proposal is in follow-up to previous discussion by City Council reviewing the request by the Avalon Board that the City of Grand Junction assume operations of the Avalon Theater. The Parks & Recreation Department staff have moved forward pursuant to that discussion, preparing a memorandum of understanding between the

City of Grand Junction and the Avalon Board. The full proposal for transitioning operation of the theater is complete and ready for City Council discussion and action. The report includes basic assumptions of operations, a documented time line describing interim operations during the third quarter of 2002, and a fully staffed operation during the fourth quarter of 2002, as well as a budget for same and a marketing plan.

Two Rivers Convention Center/Avalon Theatre Proposed Organizational Chart

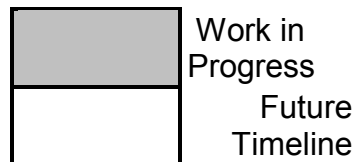


ATTACHMENT 3

**Two Rivers Convention
Center / Avalon
Budget Projections**

		<u>Avalon</u>			<u>Two Rivers Conventi on Center</u>		
		3rd Q	4th Q	2003	TRCC 3rd Q	TRCC 4thQ	TRCC 2003
Fund 303 Org: 76x							
Revenues:							
43130	Administrative Services (TRCC)				4,272	4,272	17,088
43601	Room Rental	21,000	21,000	84,000			
43612	Food Sales	10,519	10,519	42,075			
43613	Liquor Sales	8,119	8,119	32,475			
43624	Security Service Reimbursements						
43628	Equipment Rental						
43629	Decoration Sales						
47100	Unclassified Receipts						
47120	Vendors Fees	750	750	3000			
	Technical Support	320	320	1280			
	Total Revenues:	40,708	40,708	162,830	4,272	4,272	17,088
Personnel Expenses:							
50210	Building Maintenance Worker	4,178	4,178	16,712	4,178	4,178	16,712
	Sales Coordinator	7,438	7,438	29,750	1,313	1,313	5,250
50239	Crew Leader (Production Technician)	7,020	7,020	28,080	2,340	2,340	9,360
50339	Administrative Assistant	-	-	-	0	0	0
52990	Seasonal Part-time	2,500	2,500	10,000	0	0	0
53990	Overtime	-	-	-	0	0	0
54120	City Retirement Plan						
55101	Social Security Contribution						
55111	Medicare Contribution						
56115	Worker's Compensation						
56180	Unemployment						
56214	Dental Insurance						
56216	Health Insurance						
56217	Life Insurance						
56225	Long-Term Disability						
59101	Accrued Employee Benefits						
	Subtotal FT Staff:	18,636	18,636	74,542	7,831	7,831	31,322
	Subtotal FT Benefits:	5,404	5,404	21,617	2,271	2,271	9,083
	Subtotal Seasonal PT Staff:	2,500	2,500	10,000	-	0	-
	Subtotal Seasonal PT Benefits:	375	375	1,500	-	0	-
	Total Staffing:	26,915	26,915	107,659	10,102	10,102	40,405

Timeline for TRCC/ Avalon Transition



ID	Task Name	Start	Complete	Duration	May			June	
					13 - 17	20 - 24	27 - 31	6/3 - 6/7	6/6 - 6/10
1a	Budget	15-Apr	3-Jun	7 weeks	x	x	x		
2	Interfund Service	29-Apr	3-Jun	5 weeks	x	x	x		
3	Staffing	2-Apr	1-Sep	22 weeks	x	x	x	x	
3a	R & D JDs	2-Apr	31-May	9 weeks	x	x	x		
3b	Job postings	10-Jun	28-Jun	3 weeks					
3c	Hiring	24-Jun	19-Jul	4 weeks					
3d	Orient/Training	15-Aug	ongoing			x	x	x	
3d1	Fill interim positions	17-Jun	15-Jul	4 weeks					
4a	Staffing seasonal	in place	ongoing						
4b	Hiring	20-May	12-Jul	7 weeks		x	x	x	
4c	Training	1-Jul	1-Oct	12 weeks					
5a	Merge Vendors	28-May	1-Jul	5 weeks			x	x	
5b	Complete inventory	17-Jun	1-Jul	2 weeks					
6a	Accounting AP/AR	28-May	1-Jul	5 weeks			x	x	
7a	Contract Review	1-Jun	1-Jul	4 weeks				x	
7b	Complete client prof	1-Jun	1-Jul	4 weeks				x	
8a	Grandfather issues	1-Jun	1-Jul	4 weeks				x	
9a	Liquor License	1-Jul	1-Aug	4 weeks					
9b	Service Contracts	1-Jul	1-Aug	4 weeks					
10	Utility Transfer	17-Jun	1-Jul	2 weeks					
11a	Agreement review	6-Jun	14-Jun	1.5 weeks				x	
11b	Maintenance issues	1-Jul	1-Oct	12 weeks					
11c	Improvements	on going							
12	Office Furnishings	1-Jul	1-Aug	4 weeks					

Memorandum



To: Joe Stevens

From: Michael Brophy
Mari Steinbach

Date: 12/16/2011

Re: Transition Plan for the Avalon Theater

1) Budget

- a) Prepare list of accounts and recommend revenues and expenses

2) Review Interfund Charges/ Start Date

3) Staffing/ Management & Supervisors

- a) Job Description
- b) Job Postings
- c) Hiring
- d) Training

4) Staffing / Seasonal & Concessions

- a) In place/ On going
- b) Hiring new for full complement
- c) Training

5) Supplies/ Ordering

- a) Merge Vendors
- b) Complete Inventory stocked on Take Over Day

Transition Plan for the Avalon Theater
Brophy Page 2

6) Review Accounting Procedures

- a) Transition accounts payables/receivables

7) List of Events Booked

- a) Review Contracts - honor existing and negotiate changes as necessary
- b) Complete Client Profile/ Paper Trail

8) List/ Review Grandfather Issues

- a) Document operating policies according to issues

9) Review/ Transfer Licenses & Contracts

- a) Liquor License
- b) Service Contracts

10) Transfer Utilities

11) Dressing Room Building

- a) Review existing agreements / negotiate new if necessary
- b) Identify Maintenance issues
- c) Identify improvements

12) Office Furniture & Computer Purchase

TECH MAINTENANCE CREW LEADER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Position will be responsible for supervising, managing, overseeing and executing overall building maintenance and technical support while insuring excellent customer service.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from General Manager.

PRIMARY DUTIES—*The following are examples of primary duties assigned to positions in this classification. Other related duties and responsibilities may be assigned.*

1. Ensure that building maintenance employees keep all areas of the building(s) neat and clean.
2. Current on all safety and sanitation policies and procedures that impacts the property.
3. Update and maintain building maintenance policies, procedures, work orders, etc.
4. Work closely with contractors on repair and capital projects.
5. Obtain competitive bids for all supplies and work orders.
6. Make cost evaluations on in-house repairs versus subcontractors.
7. Ability to sell concepts and ideas to management, peers, and employees.
8. Participative management style.
9. Confer and consult with facility users to determine technical requirements; serve as on site technical advisor during events.
10. Coordinate stage set up including risers, podiums, chairs, draperies and scenery; perform basic carpentry as required; maintain equipment and supplies.

CITY OF GRAND JUNCTION

Tech Maintenance Crew Leader (*Continued*)

11. Create courteous, friendly, professional work environment.
12. Provide overall direction, coordination, and ongoing evaluation of operations.
13. Technical support for concerts, theater and special event setups to include lighting, sound electrical needs, etc.

QUALIFICATIONS

Knowledge of:

Strong technical skills in HVAC, electrical, mechanical, plumbing, carpentry, etc.

Strong technical skills in maintaining and repairing kitchen equipment.

Implementing OSHA and ADA guidelines and programs.

Solid scheduling experience.

Excellent cost control skills.

Monitor vendors to assure quality, delivery, warranties, exchanges, upgrades, etc. are consistently utilized.

Maintain and refine preventive maintenance program.

Electrical, lighting and sound systems operations and maintenance

Ability to:

Coordinate and oversee events.

Quickly evaluate alternatives and decide on a plan of action.

Creative problem solving skills.

Clear, concise written and verbal communication skills.

Respond to requests and inquiries from the general public.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Requires a minimum of 2 year(s) of supervisory experience.

Requires a Minimum of 4 year(s) of building maintenance experience.

Use a "hands-on" approach to management.

Instill a guest service attitude in all employees.

Strong customer service orientation and skills.

Strong technical skills in relation to the theater and production areas.

CITY OF GRAND JUNCTION

Tech Maintenance Crew Leader (*Continued*)

Excellent time management skills.

Strong organizational skills.
Good computer skills.

Training:

Teach by showing.
Experience training and cross-training employees.
Demonstrate team building experience.
Demonstrate ability to lead by example.

WORKING CONDITIONS

Environmental Conditions:

Convention Center and Theater Environment.

Physical Conditions:

Primary duties may require maintaining physical condition necessary for standing or walking for prolonged periods of time; moderate lifting; reaching and pushing; repeated bending.

Position will be required to work a varied schedule that may include evenings, nights, and weekends.

SALES COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Position will be responsible for maintaining Sales Log and preparing Banquet Event Orders. This position will coordinate with Front Office, Building Maintenance, and F& B to be sure all Departments are adequately prepared for events to include banquets, concerts, theater, special events, etc. Coordinator will also work closely with clients detailing their event to ensure exceptional customer service.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Sales & Marketing Supervisor.

PRIMARY DUTIES—*The following are examples of primary duties assigned to positions in this classification. Other related duties and responsibilities may be assigned.*

1. Detailed oriented.
2. Customer Service oriented.
3. Enjoy coordinating group needs and solving problems.
4. Aggressively sell events to fit theater & convention capabilities.
5. Maintain close contact with clients to determine set-ups, numbers attending, types of facilities required, meal arrangements, times, and any special needs.
6. Work closely with all involved operating Departments to assure smooth delivery of all services.
7. Ability to sell concepts and ideas to management, peers, and employees.
8. Excellent listening skills.
9. Exceptional detail in follow-up.

CITY OF GRAND JUNCTION

Sales Coordinator (*Continued*)

10. Instill a calm, organized approach in all situations.

QUALIFICATIONS

Knowledge of:

Coordinating events.
Enjoy up-selling
Exceptional follow up.
Room sets and A/V requirements.
Review all billings before submitting for processing.
Preparing proposals.

Ability to:

Guide clients through property limitations.
Continually look for new and better ways to service groups and internal departments.
Excellent written and oral communications skills with clients and staff.
Think creatively.
Involved with local community to develop business.
Meet/exceed customer expectations.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Requires a Minimum of 2 year(s) of experience.
Strong customer service orientation and skills.
Excellent time management skills.
Strong organizational skills.
Good knowledge of computers.

Training:

Experience making presentations in front of groups.
Build morale and spirit.
Track record promoting an atmosphere of teamwork.

Instill a customer service attitude in all employees.

CITY OF GRAND JUNCTION
Sales Coordinator (*Continued*)

WORKING CONDITIONS

Environmental Conditions:

Convention Center and Theater Environment.

Physical Conditions:

Primary duties may require maintaining physical condition necessary for standing or walking for prolonged periods of time; moderate to light lifting; reaching and pushing; repeated bending.

Position will be required to work a varied schedule that may include evenings, nights, and weekends.

MEMORANDUM OF UNDERSTANDING
Between the City of Grand Junction
and the
Avalon Theater, Inc.

Recitals:

1. The City Council of the City of Grand Junction ("City Council") is the owner of the Avalon Theater located at 645 Main Street, Grand Junction, Colorado. ("Avalon Theater")
2. The Avalon Theater, Inc. ("Avalon Board") is a Colorado not for profit corporation that was established for the purpose of acquiring capital funding for renovating the Avalon Theater. Since its creation, the Avalon Board has obtained capital funding, and has substantially renovated the Avalon Theater and has plans to complete the renovation processes. The Avalon Board supported by the Downtown Development Authority's ("DDA") resources, and especially it's staff, has operated the Avalon Theater, thus helping to keep the downtown area healthy and growing. However, due to fiscal considerations, the DDA will not continue to play a significant role in staffing efforts at the Avalon Theater.
3. The DDA, the Avalon Board, and the City Council have determined that it is best if the City Council directly operates and maintains the Avalon Theater, as a part of the City's Parks and Recreation Department.

To assist in the transition to a City operation, this Memorandum of Understanding ("MOU") will serve to define the continuing role of the Avalon Board as a support to the City Council's efforts and operations.

Incorporating the operation of the Avalon Theater into the existing City operation and management of the City's Two Rivers Convention Center has multiple benefits:

- A. Overall benefits and efficiencies for the Avalon Theater because the existing City staff and expertise are brought to bear;
- B. Booking and marketing of Two Rivers and the Avalon Theater will both gain, especially due to the mutual marketing opportunities presented when a large and historic theater is added to the Two Rivers' exhibit hall, breakout rooms and first-rate food service;
- C. Customer service and operational economies for both facilities will be improved;
- D. Consistent, timely and fiscally responsible oversight and daily management will

be incorporated into Avalon Theater activities.

- E. The vitality of Grand Junction's downtown will be enhanced, directly benefiting visitors, tourists, and area residents if the professional management of Two Rivers is incorporated into the operation and marketing of the Avalon Theater.
- F. The energy of the Avalon Board can be directed to locating private and grant-based funding for the continued renovation and modernization efforts of the Avalon Theater, rather than being diverted to operational and logistical concerns, if changes contemplated by this MOU are accomplished.

NOW THEREFORE BE IT AGREED by the City Council and the Avalon:

1. The parties hereby agree to abide by the terms of this MOU as of the date of the last signature hereon.
2. At such time as the Avalon Board acquires sufficient funds for future capital projects, the Avalon Board shall prepare a proposed capital budget, including proposed capital expenditures and revenues, for review by the City Council. The City Manager may incorporate any such budget into that of the Parks & Recreation Department or other City division, if it would assist the Avalon Board or be more efficient for the City Council's review; however, the funds shall be for the renovation of the Theater.
3. The parties agree that funds received by the Avalon Board, and expended by it for the benefit of the Avalon Theater are not City funds or City expenditures. The City may treat the improvements and personal property acquired or paid for by the Avalon Board as gifts to the City.
4. The Avalon Board may use the Avalon Theater for a maximum of ten (10) events or activities per calendar year, for fund raising purposes, as agreed to upon by the City and Avalon Board. Such usage by the Avalon Board shall be subject to availability and may include promotions in which the Avalon Board joins with other non-profit organizations, so long as the other organizations are approved by the City.
5. All concession revenue relating to such events/activities shall be retained by the City, except when the City and the Avalon Board agree otherwise for such things as wine tasting and/or the sale of artists' merchandise during Avalon Board fundraising events.
6. The City will honor existing rental agreements made between the Avalon Board and others, subject to the City's contractual right to renegotiate terms and conditions so that the prospective uses and

charges of the Avalon Theater are consistent with those made and enforced by the City.

7. During the term of this MOU, the Avalon Board shall concentrate its efforts on fundraising towards, and implementing, improvements to, the Avalon Theater. Fundraising efforts may include programs such as "buy a seat" and "buy a brick." The City encourages such efforts, especially since the bricks and seats are located at the Avalon Theater, and all proceeds will be dedicated to continuing renovation and capital projects at the theater.

8. The Avalon Board may keep its donation jar in the Avalon Theater lobby. The Avalon Board shall be solely responsible for the safekeeping of all money placed in the jar or otherwise donated to the Avalon Board. The Avalon Board agrees to use all money raised by this method toward funding for capital improvements.

9. The Avalon Board agrees to maintain, purchase, replace as needed, and generally be responsible for all existing and future: wall coverings, color schemes, recognition plaques/signs, lobby wall displays (including art, photographs, posters and memorabilia); subject, however, to approval by the City Council.

10. The Avalon Board shall provide a written report to the City Council every three months describing the fundraising efforts and the status of all current capital improvement projects in which the Board is involved.

11. The City Council will evaluate the HVAC, plumbing, electrical, lighting and other systems of the Avalon Theater. It is understood that deficiencies will be prioritized by the Avalon Board for inclusion into the Avalon Board's capital improvement program. Progress in correcting deficiencies will be demonstrated during the term of this MOU. The Avalon Board will continue to raise funds, renovate the theater and purchase items used in the Avalon Theater such as lights, sound system, etc. Requests for financial participation in the funding of said projects may be made by the Board to the City Council.

12. Items of personal property purchased now owned or hereafter acquired by the Avalon Board for use at the Avalon Theater shall not be removed from the Avalon Theater except for repair or replacement.

13. The Avalon Board may maintain its own insurance covering its activities and responsibilities, such as director's and officer's liability insurance. The Avalon Board shall provide a copy of such coverage's to

the City's Risk Manager.

14. The City Attorney shall be available to the Avalon Board for legal services without charge, unless the City Council, the City Attorney or the Avalon Board determines that a conflict or other reason exists for the Avalon Board to obtain its own counsel in general or in a specific instance, and notifies the other party; however, no reason need be given in such a notice.

15. The Director of Parks and Recreation, or his designee, is designated as the City Council's contact person, until provided otherwise by the City Manager. Until the Avalon Board determines otherwise, the chairperson of the Avalon Board is designated as the Avalon Board's contact person.

16. There may be no modification of this MOU except by a written instrument signed by both parties hereto.

17. This MOU shall continue in force and govern all actions between the parties hereto for three (3) years commencing on July 1, 2002 and ending on June 30, 2005. This MOU may be cancelled by either party without cause being stated pursuant to thirty (30) days written notice.

Edward A. Lipton
Chairperson of the Avalon Theater, Inc.

Date: _____

Mayor, City of Grand Junction
Date: _____

Attach 21

CDBG 2002 Program Year Action Plan

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject	Public Hearing - CDBG 2002 Program Year Action Plan, a part of the 2001 Five-Year Consolidated Plan								
Meeting Date	June 5, 2002								
Date Prepared	May 29, 2002					File # N/A			
Author	David Thornton				Principal Planner				
Presenter Name	David Thornton				Principal Planner				
Report results back to Council	X	No		Yes	When				
Citizen Presentation		Yes	X	No	Name				
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: City Council will consider final adoption of the 2002 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of CDBG funds. The Action Plan includes the CDBG projects for the 2002 Program Year City Council approved for funding on May 15, 2002.

Budget: CDBG 2002 budget of \$494,000

Action Requested/Recommendation: Adopt by Resolution the 2002 Program Year Action Plan as a part of the 2001 Five-Year Consolidated Plan.

Attachments:

1. 2002 Program Year Action Plan
2. Resolution

Background Information: This is a public hearing to receive input regarding the 2002 Program Year Action Plan. The 2002 action plan takes a look at those projects that will be funded by 2002 CDBG funds as well as other projects that various community

organizations have plans to begin during the 2002 program year. The CDBG program year begins September 1, 2002. The City of Grand Junction is expecting to receive \$494,000 in CDBG funds for the 2002 program year from the Department of Housing and Urban Development. The 2002 Program Year Action Plan also includes capital projects the City of Grand Junction has budgeted for in its own 2002 budget year.

CITY OF GRAND JUNCTION

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



2002 Action Plan

a part of the 2001 Five-Year Consolidated Plan

4 CFR Part 91--consolidated submissions for community planning and development programs

June 5, 2002

TABLE OF CONTENTS

City of Grand Junction 2002 CDBG Action Plan

Introduction	
Executive Summary of 2001 Five-Year Consolidated Plan (Revised).....	
2002 Program Year Action Plan	
2002 CDBG Awards	
2001 Five-Year Consolidated Plan CDBG Allocation Priorities	
Need for Non-Housing Community Development Infrastructure	
Need for Affordable Housing	
Needs of the Homeless	
Needs of Special Needs Populations/Other Human Service Needs.....	
Monitoring	
Evaluate and Reduce Lead-Based Paint Hazards	
Reduce the Number of Poverty Level Families	
Develop Institutional Infrastructure	
Enhance Coordination between Public and Private Housing and Human Service Agencies	
Certifications	
Table 3.....	
Federal Assistance Application	
Public Hearing Minutes/Public Comments	
Map of 2002 proposed CDBG projects	

INTRODUCTION

The City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when the County's population reached 100,000. This designation entitles Grand Junction to an annual grant of funds under the Community Development Block Grant Program (CDBG). To be eligible for funding the City must submit a Consolidated Plan, which serves as a federally required planning document that guides community development efforts in Grand Junction. The City of Grand Junction adopted its' Five-Year Consolidated Plan on June 6, 2001.

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income. The content and structure of the Consolidated Plan follows regulations and guidelines promulgated by the U.S. Department of Housing and Urban Development (HUD).

This 2001 Five-Year Consolidated Plan marked the continuation of an on-going community development planning process for Grand Junction. The intent of the process is to develop a set of local priority needs and objectives through a coordinated effort with special emphasis on citizen participation and interagency involvement. The City of Grand Junction Community Development Department is the lead organization in the development of the City Consolidated Plan and subsequent one year Action Plans which help implement the goals and strategies in the Plan.

The 2002 CDBG Action Plan is year two of the 2001 Five-Year Consolidated Plan. This Action Plan is an addendum to Chapter Six of the Consolidated Plan and upon adoption will not replace, but become a part of the City's 2001 Five-Year Consolidated Plan.

2002 Program Year Action Plan

A Part of the 2001 Five-Year Consolidated Plan

City of Grand Junction, Colorado

Community Development Block Grant Entitlement Program (CDBG)

EXECUTIVE SUMMARY

of 2001 Five-Year Consolidated Plan (Revised)

Introduction

In 1996 the federal government established Grand Junction as a community entitled to receive Community Development Block Grant Funds. Every five years the City prepares and adopts a new five-year consolidated plan. The City adopted the 2001 Five-Year Consolidated Plan on June 6, 2001. In addition, each year the City prepares and adopts a program year action plan, which becomes a part of the five-year consolidated plan. Applications for CDBG funds are made available to all interested parties in March with an April deadline for each Program Year. Applications that are funded become a part of the respective program year action plans.

Community Profile

Centrally located between Denver and Salt Lake City, Grand Junction is the largest city on the Western Slope of Colorado and serves as the County Seat for Mesa County. The City's population has grown nearly 45 percent in the last decade to approximately 44,000. The surrounding Grand Valley has about 95,000 residents, and Mesa County's population is approximately 118,000.

Since suffering an economic slump in the mid-1980s, Grand Junction's population and economic indicators now exceed the highest levels of the boom period of the late 1970s and early 1980s. Grand Junction continues to expand its role as the regional trade, services, finance, education, transportation, and health care hub for Western Colorado and Eastern Utah.

While the area's economy has demonstrated strong growth, housing market appreciation far exceeds wage increases. Housing costs have increased an average of 8.5 percent per year for rentals, and 8.7 percent per year for sale units. Wages, meanwhile, have increased approximately 4.4 percent annually over the same period. These trends are expected to continue for the foreseeable future.

Planning Process

The City adopted a Citizen Participation Plan in 1996 to describe citizen involvement in the Five-Year Consolidated Plan (Plan) and annual Program Year Action Plans. The Community Development Department of the City of Grand Junction, as lead agency for the development of the Program Year Action Plan, has invited extensive citizen involvement in Plan creation. The findings and needs identified by those who serve and work with the very low- to moderate-income populations are the basis of the Plan's development.

Housing Needs

Population growth in Grand Junction has significantly exceeded growth in the number of affordable housing units. Waiting lists for the limited number of existing assisted housing units are a year or more. As a consequence of these and other conditions, the need for over 6,300 additional assisted housing units is critical (2001 estimate).

In Grand Junction, housing costs have increased as much as 207 percent while wages have increased only 46.3 percent during the 1990's to an average of \$22,355 in 2000. Over half of all workers in Mesa County are employed in the Retail and Service sectors, historically among the lowest paying jobs in Mesa County.

One of the most disturbing indicators of need is the number of households whose income places them at or below 150 percent of the poverty guidelines established by the U.S. Department of Health and Human Services. The number of people in Mesa County at or below 150 percent of poverty level grew from 29.3 percent of the total population in 1993 to 45.4 percent in 1997 (the most recent figures available).

Due to low area wages, it is estimated that 44 percent of all renters are unable to afford the Fair Market Rent of a modest two-bedroom apartment and 58 percent are unable to afford a three-bedroom unit. Over 23 percent of the local workforce is considered "low-income" or "in poverty" while working 40 hours per week.

Based upon Poverty Levels and Low Income Guidelines, 7,830 households in Grand Junction cannot afford to pay market rate rent and need assisted housing (2001 estimate). The 2001 current inventory of assisted housing units meets only 15 percent of the need.

Homeless Needs

Homelessness presents a growing challenge to Grand Junction. The combination of low local wages and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it much more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes

many households vulnerable to housing loss in the event of an expensive major illness.

Local data collection about the homeless has been primarily anecdotal and informal, as there has not until recently been a coordinated community effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, a point-in-time survey conducted in March 2001 indicates that there are approximately 500 homeless persons in Grand Junction.

A series of planning sessions were conducted to identify needs and develop action plans and a Continuum of Care to address this challenge. The highest priority homeless needs identified through this process are for an emergency shelter, transitional housing, case management, and housing placement for individuals and families.

The Continuum of Care Plan, completed in the summer of 2001 by a coalition of community homeless service providers, is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets.

Special Needs Housing

Due to the fact that Grand Junction is the largest community on the Colorado Western Slope and Eastern Utah, medical and other special needs services are provided here that are not available in smaller communities. As a consequence, the percentage of the special needs population in Grand Junction is higher than surrounding communities at approximately 12 percent of the total population. The ability of persons with chronic mental illness, physical and developmental disabilities, and HIV / AIDS to compete in the housing market for appropriate housing at an affordable price is limited in many cases by their lack of income and also by their need for special housing accommodations. Based upon local 2001 estimates, a total of 1,073 additional assisted housing units are needed to meet the existing housing need for this sub-population.

Anti-Poverty Strategy

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in Chapter 5 of the 2001 Five-Year Consolidated Plan, describes community activities to:

- Increase local pay rates;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;

- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.

Strategic Plan

The Strategic Plan summarizes the community's work plan for addressing the needs discussed above. The 2001 Five-Year Consolidated Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. For each Priority and Category of need, specific Objectives and Strategies have been identified which define how the community will respond over the life of the five year consolidated plan.

The four Consolidated Plan Priorities for Allocation of CDBG funds are as follows:

Need for Non-Housing Community Development Infrastructure

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development. The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in City infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated to Grand Junction by HUD, several of these needs are budgeted in the City's Capital Improvement Plan.

Need for Affordable Housing

Priority Need Category: Increase the Inventory of Affordable Housing Units

Objective 1 Increase the number of affordable rental housing units

- Objective 2 Increase the number and type of home ownership opportunities available to low- to moderate-income homebuyers
- Objective 3 Remove or reduce substandard housing units
- Objective 4 Preserve existing stock of affordable housing units

Needs of the Homeless

Priority Need Category: Prevent and Reduce Homelessness

- Objective 1 Provide shelter for homeless adults
- Objective 2 Provide shelter for homeless families

- Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families
- Objective 4 Improve homeless prevention activities

Needs of Special-Needs Populations and Other Human Service Needs

Priority Need Category: Other Special Needs

- Objective 1 Increase the capacity of existing medical and dental facilities
- Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities

Priority Need Category: Youth

- Objective 1 Increase the quality of affordable childcare for children of the working poor and people entering the workforce
- Objective 2 Increase the availability of drug and alcohol counseling
- Objective 3 Promote healthy recreational activities

Though the competition for CDBG funds has continually increased since program inception, the City has made an effort to balance disbursement of these funds between the various needs of the community. It is the City's goal to continue the balanced use of CDBG funds between the four priority community concerns through the term of this 2001 Five-Year Consolidated Plan.

Program Year Action Plans

The purpose of the Program Year Action Plan is to identify One-Year Strategies for each of the Objectives set in the 2001 Five-Year Consolidated Plan. The One-Year Strategies are accomplished by utilizing a variety of resources, including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the five year consolidated plan.

2001 Program Year Action Plan:

On May 16, 2001 the Grand Junction City Council approved 2001 CDBG funding requests totaling \$504,000 for six projects. A full discussion of the 2001 Action Plan can be found in Chapter 6 of the 2001 Five-Year Consolidated Plan.

2002 Program Year Action Plan:

On May 15, 2002 the Grand Junction City Council approved 2002 CDBG funding requests totaling \$494,000 for the following seven projects.

1. **City of Grand Junction CDBG Administration (\$50,000)** – Administration and planning costs to run the CDBG Entitlement program.
2. **Grand Valley Catholic Outreach Soup Kitchen (\$50,000)** – Equipment/ Materials for Soup Kitchen relocation – The Soup Kitchen is moving to a new expanded location allowing them to serve more people in need. Funds would be used to purchase equipment and materials such as a food processor, food mixer, food slicer, 30 tables and 120 chairs, two preparation tables, dishwasher with drying counters, walk in cooler, walk in freezer, and cabinetry.
3. **Western Region Alternative to Placement (WRAP) (\$10,000)** – Matching fund dollars for State funding - This request is to match state funds, dollar for dollar up to \$10,000, for the WRAP program. CDBG funds will help provide an increase in client services to avoid out of home placement for youth, maintain youth at the lowest level of care and to support family unification.
4. **Homeward Bound of the Grand Valley, Inc. (\$10,000)** – Bunk beds for the Community Homeless Shelter - This request is to fund the purchase of bunk beds to increase the number of beds in the homeless shelter.
5. **Western Slope Center for Children (\$101,280)** – Interior Remodel/ Renovation – Funds to be used to remodel and renovate the interior to create interview and exam rooms, and remodel two kitchens and bathrooms. In addition, a washer and dryer will be added. An exterior deck and exterior siding will be renovated or replaced. The parking lot will be resurfaced and an outdoor play area for children will be constructed.
6. **Grand Junction Housing Authority (\$41,720)** – Predevelopment design of Affordable Housing project – Predevelopment/Design/Market Analysis & Engineering Costs for affordable housing on GJ Housing Authority’s vacant property at 276 Linden Avenue.
7. **City of Grand Junction (\$231,000)** – Bass Street Drainage Improvement Project - The purpose of this project is to construct a new storm drain in Bass Street to prevent flooding of the West Lake Mobile Home Park caused by storm runoff from up stream drainage basins. This project will include installation of a new 30 inch storm drain pipe in Bass Street from Independent Avenue to West Hall Avenue (approximately 900 feet) and elevating the crown in Bass Street to contain storm water on the east side of the street. The proposed storm drain will collect storm runoff entering Bass Street from the east and convey it to a 48 inch storm drain recently installed in Independent Avenue.

2002 PROGRAM TOTAL \$494,000

2002 PROGRAM YEAR ACTION PLAN

The purpose of the Program Year Action Plan is to define the current program year activities to be completed toward full implementation of the Five-Year Consolidated Plan. This one-year action plan discusses activity to occur from September 1, 2002 through August 31, 2003. Program Year activities are accomplished through the use of a variety of resources, including the annual allocation of CDBG Funds.

2002 Program Year Community Development Block Grant Awards

On May 15, 2002, the Grand Junction City Council approved 2002 CDBG funding requests totaling \$494,000 for the seven projects listed in Exhibit 6-1 below. A description of each funded activity is provided in the 2002 Program Year Objectives and Program Year Activities sections in this chapter and on HUD Table 3.

Exhibit 6-1

2002 Community Development Block Grant Recipients		
Organization	Activity	Grant Award
CDBG Administration	Administration and Planning costs	\$ 50,000
Grand Valley Catholic Outreach	Homeless Transitional Housing	\$ 50,000
Western Region Alternative to Placement (WRAP)	Matching funds for client services	\$ 10,000
Homeward Bound of the Grand Valley	Purchase bunk beds for the Homeless Shelter	\$ 10,000
Western Slope Center for Children	Interior Remodel and Renovation	\$ 101,280
Grand Junction Housing Authority	Predevelopment/Planning and Engineering for affordable housing	\$ 41,720
City of Grand Junction (Public Works)	Bass Street Drainage Improvements	\$ 231,000
Total Funds Awarded		\$ 494,000

2001 Five-Year Consolidated Plan Priorities for CDBG Funds

The Grand Junction City Council has identified the following four priorities for CDBG

Funding for the next five years:

Need for Non-Housing Community Development Infrastructure;

Need for Affordable Housing;

Needs of the Homeless;

Special-Needs Population and Other Human Service Needs.

The following sections review the Five-Year Consolidated Plan Objectives and Strategies and describe 2002 Program Year Activities utilizing CDBG funds and other resources.

Need for Non-Housing Community Development Infrastructure

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development. The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated, several of these needs are budgeted in the City's Capital Improvement Plan.

A. Five Year Objectives and Strategies:

Objective 1 Provide ongoing and improved water and sewer service

Strategy 1: Phased over the five year plan the City will expend \$37.2 million on water and sewer service improvements throughout the city.

Objective 2 Improve street and pedestrian systems

Strategy 1: Phased over the five year plan the City will expend \$46.3 million on street system improvements.

Strategy 2: Phased over the five year plan the City will expend \$2.5 million on citywide neighborhood sidewalk improvements.

Objective 3 Provide ongoing and improved storm sewer service

Strategy 1: Phased over the five year plan the City will expend \$10.1 million on citywide storm drainage improvements.

Objective 4 Improve parks and recreation facilities

Strategy 1: Phased over the five year plan the City will expend \$4.2 million to provide general maintenance and upgrades to parks and recreation facilities throughout the city.

Strategy 2: The City has budgeted \$1.7 million for acquisition of land for and improvements to neighborhood parks throughout the city.

Objective 5 Provide for ongoing maintenance and new construction of public facilities

Strategy 1: The City has budgeted \$1 million for a new fire station by the year 2005.

Strategy 2: The community is raising funds to construct a new library building by the year 2006 at the cost of up to \$4.5 million.

Strategy 3: The City has budgeted \$500,000 to be expended in the five year plan to acquire land for expansion / construction of City Shops facilities.

Strategy 4: The City has budgeted \$1.2 million to be expended in the five year plan for improvements to and construction of public parking facilities.

Strategy 5: The City has budgeted \$377,800 to be expended in the five year plan for solid waste disposal system improvements.

Strategy 6: The City has budgeted \$2 million to be expended in the five year plan for abatement and removal of asbestos for public facilities.

B. 2002 Program Year Objectives, Performance Measures, and Project Locations

- The City will expend \$6,675,937 to improve street and pedestrian systems throughout the City.
- The City will expend \$4,199,898 to improve water and sewer systems throughout the City
- The City will expend \$ 1,482,423 to improve storm sewer systems throughout the City. Included in this number is \$231,000 of Program Year 2002 CDBG funds.
- The City will expend \$1,654,000 to improve parks and recreation facilities.
- The City will expend \$820,380 for ongoing maintenance and construction of public facilities

C. 2002 Program Year Activities:

City of Grand Junction CDBG Bass Street Drainage Improvement Project located in Bass Street from Independent Avenue to West Hall Avenue. This project will include installation of a new 30 inch storm drain pipe in Bass Street from Independent Avenue to West hall Avenue (approximately 900 feet) and elevating the crown in Bass Street to contain storm water on the east side of the street. The proposed storm drain will collect storm runoff entering Bass Street from the east and convey it to a 48 inch storm drain recently installed in Independent Avenue.



Resources:

- a. Funds Committed or Received

2002 Program Year CDBG Funds \$ 231,000

Other Infrastructure Improvements: The following specific activities are budgeted for the 2002 Program Year in the City's Capital Improvement Plan. Projects include street, pedestrian, water and sewer, and storm sewer system improvements.

• Contract Street Maintenance		
• \$ 1,151,437		
• Neighborhood Alley Improvements		
• \$ 326,000		
• Curb, Gutter & Sidewalk Improvements/Replacements	\$	494,000
• Accessibility Improvements		
• \$ 50,000		
• 29 Road Improvements from 1-70B to F Road	\$	1,000,000
• Riverside Parkway; Highway 340 to Highway 50	\$	200,000
• Street Light & Traffic Control / Calming Updates	\$	648,500
• Urban Trails Implementation		
• \$ 49,000		
• Intersection Improvements Citywide	\$	
75,000		
• Reconstruct G and 25 Roads Intersection	\$	
430,000		
• South Camp Road Trail Enhancement	\$	
317,000		
• Highway 340 Corridor Improvements	\$	
30,000		
• Bookcliff Avenue Reconstruction; 9 th to 12 th Streets	\$	500,000
• Independent Ave; 25.5 Road to 1 st Street	\$	
1,105,000		
• St. Mary's Intersection Improvements	\$	
300,000		
• Water Line Replacements / Plant Upgrade	\$	448,783
• Move Kannah Creek Flowline / Orchard Mesa	\$	2,112,000
• Sewer Trunk Line Extensions	\$	
586,000		
• Sewer Line Repair / Replacement	\$	
606,191		
• Sewer Plant Improvements	\$	
446,924		
• Leach Creek / Airport Detention Basin	\$	
1,038,738		
• Storm Drain Improvements – Citywide	\$	212,685

Parks and Recreation Facilities: The following specific activities are budgeted for the 2002 Program Year in the City's Capital Improvement Plan. Projects include streetscape improvements, community-wide parks improvements and

neighborhood parks development and improvements.

- Major Park Development
\$ 695,000
- Lincoln Park Improvements (Irrigation/Track Resurface) \$ 325,000
- Trail Construction – Canal ROW
\$ 50,000
- Land Acquisition for Neighborhood Parks \$ 75,000
- Parks Improvements – Citywide
\$ 509,000

Maintenance and Construction of Public Facilities: The following specific activities are budgeted for the 2002 Program Year in the City's Capital Improvement Plan. Projects include final renovation upgrades to Two Rivers Convention Center and improvements to the City's public swimming facilities.

- Initial Phase Fire Station #5
\$ 131,040
- Upgrades to Convention Center, Swimming Pools \$ 689,340

Need for Affordable Housing

A. Five Year Objectives and Strategies:

Objective 1 Increase the number of affordable rental housing units

- Strategy 1: Phased over the five year plan, the Grand Junction Housing Authority will develop a minimum of 100 units for lease and / or sale.
- Strategy 2: Within two years, the Grand Junction Housing Authority will apply to expand the Section 8 Voucher Program.
- Strategy 3: Phased over the five year plan, The Energy Office will develop new and / or purchase and rehabilitate 300 rental housing units.

Objective 2 Increase the number and type of home ownership opportunities available to low- and moderate-income homebuyers

- Strategy 1: Within the next two years, The Energy Office will establish a Comprehensive Home Ownership Program**
- Strategy 2: Each year, The Energy Office will develop 10 units of sweat-equity housing in the city and an additional 15 units in the County.

- Strategy 3: Within the next three years, Habitat for Humanity will have developed 11 homes for sweat-equity ownership.
- Strategy 4: Phased over the next four years, the Grand Junction Housing Authority will develop new and / or rehabilitate a minimum of 100 units for sale and / or for lease.
- Strategy 5: The Grand Junction Housing Authority will teach low-income renters the characteristics of good tenants and the steps to take toward home ownership.

Objective 3 Remove or reduce substandard housing units

- Strategy 1: The Energy Office and the Grand Junction Housing Authority will rehabilitate substandard housing as they implement Objective 1 Strategies 1 and 3.

Objective 4 Preserve existing stock of affordable housing resources

- Strategy 1: The Grand Junction Housing Authority will work to preserve all existing Section 8 vouchers.
- Strategy 2: The Grand Junction Housing Authority, The Energy Office, HUD, and the Colorado Housing and Finance Authority will work together whenever possible to preserve the existing affordable housing inventory.

B. 2002 Program Year Objectives, Performance Measures, and Project Locations

- The Grand Junction Housing Authority will complete the predevelopment planning and design/engineering for a multi-family affordable housing development on 7.5 acres it owns at 276 Linden Avenue.
- The Energy Office will rehabilitate its Project 91 affordable housing in Central Grand Junction.
- Habitat for Humanity will complete subdivision infrastructure at 2844 Kennedy Avenue for 11 new homes and fully construct 2 homes in that subdivision for low-income households.
- The Energy Office will construct 25 sweat-equity owner-occupied homes throughout the City and County by September 2003.
- The Energy Office will begin program development, financing and budget creation, and associated activity toward creation of the

Comprehensive Home Ownership Program to become operational by September 2003.

- The Grand Junction Housing Authority will apply for additional Section 8 vouchers available to Grand Junction.

C. 2002 Program Year Activities:

1. The Grand Junction Housing Authority will complete by September 2003 the predevelopment planning, design and engineering for low income housing on a 7.5 acre vacant parcel located at 276 Linden Avenue. Predevelopment cost cost is estimated at \$41,720.



Resources:

- b. Funds Committed or Received

2002 Program Year CDBG Funds \$ 41,720

2. The Energy Office will rehabilitate Garden Village Apartments (Project 91) at 2601 Belford Avenue in central Grand Junction to preserve these units for low-income households by year-end 2003. Total rehabilitation cost is \$800,000.
3. Habitat for Humanity will construct 11 new owner-occupied homes at 2844 Kennedy Avenue, Grand Junction by the end of 2003. By Fall 2002 infrastructure for all homes will be completed, and 2 homes will be fully constructed. All homes will be owner occupied and the owners will invest sweat-equity in the home by participating in the construction process. Total project cost \$780,000.
4. The Energy Office will construct 25 sweat-equity owner-occupied homes at a cost of \$2,500,000 in the City and / or County by September 2003.

5. The Grand Junction Housing Authority will submit an application for additional Section 8 Vouchers.

6. The Energy Office will begin program development and associated activity for its Comprehensive Home Ownership Program scheduled to become operational by September 2003.

Needs of the Homeless

A. Five Year Objectives and Strategies:

Objective 1 Provide shelter for homeless adults

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will be expanded and become a year-round facility with the support of the Grand Junction Housing Authority and other key partners.

Objective 2 Provide shelter for homeless families

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will accommodate homeless families in the new enlarged permanent shelter.

Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families

Strategy 1: Within two years the Rescue Mission will develop up to 10 transitional beds for homeless families.

Strategy 2: Within two years Grand Valley Catholic Outreach will develop a transitional housing program for up to 25 individuals.

Objective 4 Improve homeless prevention activities

Strategy 1: Within three years, the Salvation Army will expand its residential drug / alcohol treatment program by 20 beds.

Strategy 2: Gateway Youth & Family services will expand its drug and alcohol counseling services to youth and adults.

Strategy 3: Grand Valley Catholic Outreach will expand its Day Center and Soup Kitchen services to the poor

Strategy 4: The Grand Junction Housing Authority will conduct renters education, and other life skills classes to increase the housing retention capacity of the residents of its affordable housing units.

Strategy 5: Grand Valley Catholic Outreach will provide the support

services outlined in Objective 3 in its transitional housing facility.

B. 2002 Program Year Objectives, Performance Measures, and Project Locations

- Grand Valley Catholic Outreach will relocate its Soup Kitchen and other homeless/low income services to a new and larger location allowing them to serve a larger number of homeless and low income people within the next year.
- Homewardbound of the Grand Valley, Inc. will increase the number of beds available at the community homeless shelter within the next year.
- Grand Valley Catholic Outreach will obtain the funding and develop a scattered site transitional housing program by September 2003.
- The Rescue Mission will raise the funds and apply for the construction permits required to add 8-10 beds of transitional housing to their existing facility. These housing units are due for completion by May 2003.
- The Salvation Army will obtain financing, gain site control and associated approvals to house its expanded drug and alcohol rehabilitation program toward opening this program by September 2003.
- The Grand Junction Housing Authority will create the curriculum and begin providing classes to educate renters in regard to renter / landlord responsibilities, movement toward home ownership, home owner responsibilities, and other life skills classes.
- Homewardbound, Catholic Outreach and the Veterans Administration will start up a transitional program for homeless veterans in the Grand Valley.
- Grand Valley Coalition for the Homeless will conduct a community wide education campaign on homelessness to include information through the media.

C. 2002 Program Year Activities:



1. Grand Valley Catholic Outreach will relocate its soup kitchen and other homeless/low income services to a new and larger facility located at 245 South First Street by the end of 2003.

Resources:

a. Funds Committed or Received

Sisters of Charity	\$ 20,000
Outreach Endowment Funds	\$100,000
2002 Program Year CDBG Funds	\$ 50,000

b. Additional Funding Requests

Gates Foundation	\$ 50,000
Johnson Foundation	\$ 25,000
Coors Foundation	\$ 25,000
Bonfils-Stanton Foundation	\$ 10,000
El Pomar Foundation	\$ 50,000
Benedictine Sisters of Covington	\$ 10,000

c. In-kind Contributions

Volunteer Labor	\$ 49,920
Furnishings	\$ 14,360
Architectural Design/Drawings	\$ 70,000
Equipment	\$ 6,504

2. Homewardbound of the Grand Valley, Inc. will increase the number of beds in the Community Homeless Shelter at 2853 North Avenue, raising the number of beds from the current 62 to the maximum the facility is allowed to have, 87 under the fire code. This project will be completed within the 2002 CDBG program year. Projected cost is \$10,000.



Resources:

a. Funds Committed or Received

2002 Program Year CDBG Funds \$ 10,000

3. Grand Valley Catholic Outreach will rent housing units for transitional housing and provide support services for 15 individuals and 2 families for a 12-24 month residency term. *2001 Program Year CDBG Funds is \$10,000. Annual project cost is \$245,349.*
4. The Rescue Mission will raise the funds and apply for the construction permits required to develop 8-10 beds of transitional housing for families at their existing site in Grand Junction. The project is planned for completion by May 2003.
5. The Salvation Army will obtain financing, gain site control and associated approvals for a facility to house its expanded drug and alcohol rehabilitation program. This program will house men and women for 6 months while residents maintain sobriety and develop the employment and social skills needed to successfully reintegrate with the larger culture.
6. The Grand Junction Housing Authority conducts ongoing classes in renters education, home ownership counseling and other life skills classes to increase the housing retention capacity of residents of its affordable housing units.
7. Homewardbound, Catholic Outreach and the Veterans Administration will begin a transitional program for homeless veterans in the Grand Valley by the end of 2003.
8. Grand Valley Coalition for the Homeless will conduct a community wide education campaign on homelessness to include information through the media (i.e. Radio, television and newsprint).

Special-Needs Population and Other Human Service Needs

A. Five Year Objectives and Strategies:

Objective 1 Increase the capacity of existing medical and dental facilities

Strategy 1: Marillac Clinic will expand its dental facility from eight to 12-14 operatories

Strategy 2: Marillac Clinic will expand its medical facility by three exam rooms.

Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities

Strategy: Mesa Developmental Services will construct four

six-bedroom group homes specifically designed for individuals with physical and cognitive disabilities.

Objective 3 Increase the quality of affordable childcare for children of the working poor and people entering the workforce

Strategy 1: The Early Childhood Initiative will establish a rating system to measure quality childcare.

Strategy 2: In two to five years, Mesa County Department of Human Services and Hilltop Community Resources will enlarge the facility and improve the quality of the childcare available through the Mesa County Workforce Center.

Objective 4 Increase the availability of drug and alcohol counseling to youth

Strategy 1: Gateway Youth & Family Services will expand its drug and alcohol services to youth and adults.

Objective 5 Promote healthy recreational activities with youth

Strategy 1: Partners, in collaboration with Hilltop will move and expand its computer lab / recreation center.

B. 2002 Program Year Objectives, Performance Measures, and Project Locations

- Western Slope for Children will continue to rehabilitate their new location at 259 Grand Avenue to better serve children by reducing the trauma of investigations of child abuse and to promote justice and healing.
- Western Region Alternative to Placement (WRAP) will help children with wraparound services to avoid out of home placement for youth, maintain youth at the lowest level of care and to support family reunification.
- Marillac Clinic to start construction and complete all underground infrastructure for the new clinic at 2333 North 6th, Grand Junction. (Project is due for completion December 2002)
- Hilltop Community Resources and the Mesa County Workforce Center will move toward the construction of a new childcare facility at the Workforce Center with the acquisition of construction funding, design completion and approval, and the start of construction by September 2002.
- The Early Childhood Initiative will complete a draft of the rating system to measure quality childcare.

C. 2002 Program Year Activities:

1. Western Slope for Children will rehabilitate their new facility at 259 Grand Avenue and provide additional space and amenities that will enhance their services by the end of 2003.



Resources:

a. Funds Committed or Received

2002 Program Year CDBG Funds \$ 101,280

b. Additional Funding Requests

None for Rehabilitation of the facility

c. In-kind Contributions

Architectural Design/Drawings \$ 2,000

2. Western Region Alternative for Placement (WRAP) will provide an increase in program services for children. WRAP provides funding to clients supporting wraparound services to avoid out of home placement for youth, maintain youth at the lowest level of care and to support family unification. Local funding including local CDBG funding is eligible for 100% state dollar match through WRAP's grant through the State of Colorado, Department of Public Safety, Division of Criminal Justice.

Resources:

a. Funds Committed or Received

2002 Program Year CDBG Funds \$ 10,000

b. Additional Funding Requests

School District 51 \$ 50,000

MC Dept of Human Services \$ 55,000

CO Division of Criminal Justice \$150,000

Gateway Youth and Family Services \$ 1,000

Colorado West Mental Health \$ 12,000

MC United Way \$ 24,000

Hilltop Community Resources	\$ 24,000	
Client Donations	\$ 3,000	
Division of Youth Corrections	\$ 6,073	
CO DHS/PSSF Flex Dollars	\$ 15,000	
V.A.L.E.		\$ 5,000

c. In-kind Contributions

Volunteers		\$
81,112		

3. Marillac Clinic will relocate and enlarge its dental Clinic from its current location to 2333 North 6th, Grand Junction. The new location will be new construction adjacent its existing operation at the same address, and will increase the number of operators from 8 to 12-14 at a total cost of \$1,813,355. The increased operators will allow Marillac to achieve their goal of 6,719 annual uninsured patient visits and 8,213 annual Medicaid-eligible patient visits by Fiscal Year 2004-2005 – an increase of 122 percent and 257 percent as compared with current figures. 2001 Program Year CDBG Funds is \$ 200,000 for this project.
4. Hilltop Community Resources and the Mesa County Workforce Center will move toward the construction of a new childcare facility at the Workforce Center with the acquisition of construction funding, design completion and approval, and the start of construction by September 2002.
5. The Early Childhood Initiative will complete a draft of the rating system to measure quality childcare in Mesa County.

Monitoring

See Consolidated Plan Chapter 8 “Monitoring” (page 92).

Evaluate and Reduce Lead-Based Paint Hazards

See Consolidated Plan Chapter 5 “Lead-Based Paint Hazards” (page 58).

Reduce the Number of Poverty Level Families

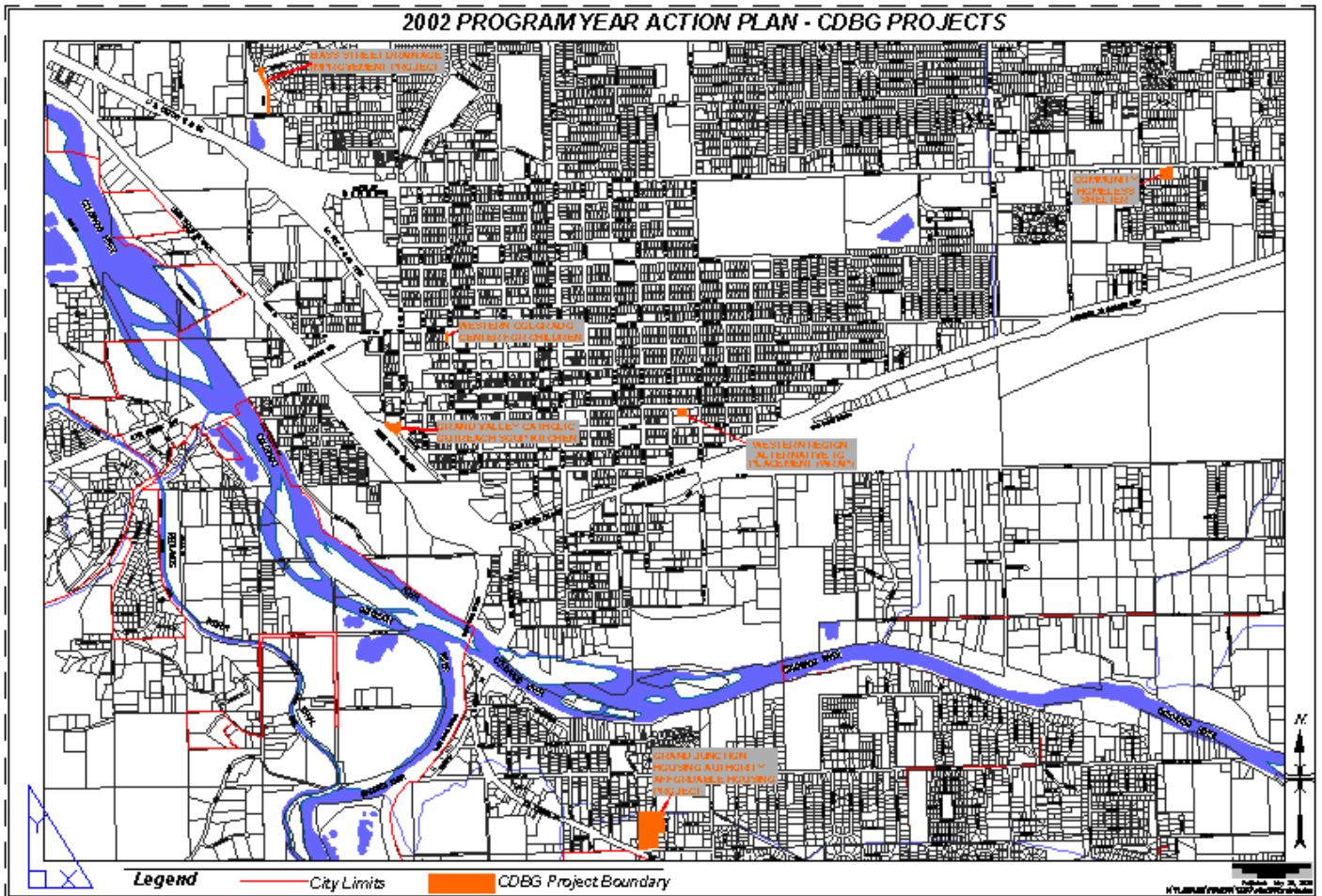
See Consolidated Plan Chapter 5 “Anti-Poverty Strategy” (page 59).

Develop Institutional Structure

See Consolidated Plan Chapter 2 “Institutional Structure” (page 23).

Enhance Coordination Between Public and Private Housing and Social Service Agencies

See Consolidated Plan Chapter 5 “Coordination” (page 61).



CITY OF GRAND JUNCTION

RESOLUTION NO. -02

RESOLUTION ADOPTING THE 2002 PROGRAM YEAR ACTION PLAN AS A PART OF THE CITY OF GRAND JUNCTION'S 2001 FIVE-YEAR CONSOLIDATED PLAN FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Recitals:

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when Mesa County's population reached 100,000;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the Community Development Block Grant CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five Year Consolidated Plan which serves as a federally required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the planning process in developing the 2002 Program Year Action Plan included an emphasis on Citizen Participation and interagency involvement;

WHEREAS, the 2001 Five-Year Consolidated Plan included a process of developing a set of local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community serving the low income and special needs populations; and

WHEREAS, the 2001 Five-Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies the Grand Junction Community has identified and will undertake between 2001 and 2005, the life of the Plan.

NOW THEREFORE BE IT RESOLVED, that the Grand Junction City Council formally adopts the CDBG 2002 Program Year Action Plan as a part of the 2001 Five-Year Consolidated Plan.

Adopted this 5th day of June, 2002.

President of the Council

City Clerk

Attach 22

Great Outdoors Colorado (GOCO)

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		A resolution supporting and authorizing the submittal of a grant application between Great Outdoors Colorado (GOCO) and the Riverfront Commission for the continuation of the Riverfront Greenway Legacy project throughout Mesa County.							
Meeting Date		June 5, 2002							
Date Prepared		May 15, 2002					File #		
Author		Kelly Arnold			City Manager				
Presenter Name		Kelly Arnold			City Manager				
Report results back to Council			No	X	Yes	When	November, 2002		
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary:

Budget:

Action Requested/Recommendation:

Attachments:

Background Information:

RESOLUTION NO.

A RESOLUTION SUPPORTING AND AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION BETWEEN GREAT OUTDOORS COLORADO (GOCO) AND THE RIVERFRONT COMMISSION FOR THE CONTINUATION OF THE RIVERFRONT GREENWAY LEGACY PROJECT THROUGHOUT MESA COUNTY.

RECITALS:

Whereas, the City of Grand Junction is a founding member of the Riverfront Commission and supports the continued efforts of the Colorado Riverfront Greenway in an on-going series of interrelated river and water recreation, wildlife habitat, environmental education and conservation of open space opportunities connected by a trail system, park lands, agricultural lands and provides separation between the communities of Palisade, Fruita and Grand Junction.

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

Section 1: The City Council of the City of Grand Junction hereby agrees to commit up to \$300,000 in

2005 and \$300,000 in 2006 toward the development of Las Colonias Park should the Riverfront Commission be successful in obtaining a Colorado Riverfront Greenway Legacy Grant that includes \$800,000 from GOCO for the initial development of Las Colonias Park.

Section 2: The City Council of the City of Grand Junction hereby authorizes the submittal of a Legacy

Grant application to Great Outdoors Colorado (GOCO) in the amount of \$4,389,885 on or before June 17, 2002. The City of Grand Junction acknowledges primary partnerships with the Colorado Riverfront Commission, Mesa County, City of Fruita, Town of Palisade, School District 51, Mesa Land Trust, Grand Junction Downtown Development Authority, Western Colorado Botanical Gardens, Grand Valley Botanical Society, Colorado Parks & Outdoor Recreation Department, Colorado Division of Wildlife, Bureau of Reclamation and Bureau of Land Management.

Section 3: The City Council of the City of Grand Junction authorizes city staff to enter into discussions

with the Art Center that may lead to an agreement for the construction and development of an Art Center in Las Colonias Park acknowledging that, if approved by Council, the Art Center may be included in the final design for Phase I development of Las Colonias Park.

Section 4: The resolution to be in full phase effect from and after its passage and approval.

PASSED and APPROVED this 5th day of June 2002.

Attest:

Cindy Enos-Martinez, President of City Council

Stephanie Tuin, City Clerk