

**GRAND JUNCTION CITY COUNCIL
WORKSHOP AGENDA**

**MONDAY, JULY 15, 2002, 7:00 P.M.
CITY HALL AUDITORIUM, 250 N. 5TH STREET**

MAYOR'S INTRODUCTION AND WELCOME

- 7:00 **COUNCILMEMBER REPORTS**
- 7:10 **CITY MANAGER'S REPORT**
- 7:15 **REVIEW OF FUTURE WORKSHOP AGENDAS** [Attach W-1](#)
- 7:20 **REVIEW WEDNESDAY COUNCIL AGENDA**
- 7:30 **DOWNTOWN DEVELOPMENT AUTHORITY/CITY OF GRAND JUNCTION MEMORANDUM OF UNDERSTANDING:** City Council and DDA will discuss an MOU that defines the relationship between the two entities and outlines their respective responsibilities. [Attach W-2](#)
- 8:05 **STORM WATER COMMITTEE RESOLUTION:** City Council will discuss a resolution forming a valley-wide storm water committee that was presented at a joint workshop June 24. [Attach W-3](#)
- 8:45 **CITY-OWNED RANCH LAND:** City Council will review historical use of this land and will provide direction on developing a policy on future use. [Attach W-4](#)
- 9:30 **ADJOURN**

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

Attach W-1

Future Workshop Agenda

CITY COUNCIL WORKSHOP AGENDAS

AUGUST 5, MONDAY 7:00 PM (at Botanical Gardens):

7:00 WESTERN COLORADO BOTANICAL GARDENS: Council will tour this facility.

Possible infill policy presentation by the consultant?

AUGUST 19, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 OPEN

SEPTEMBER 2, MONDAY 7:00 PM: (Canceled-Labor Day)

SEPTEMBER 16, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 OPEN

SEPTEMBER 30, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 OPEN

FUTURE WORKSHOP ITEMS

First Priority

1. GRAND JUNCTION HOUSING AUTHORITY: Will discuss the housing needs assessment.

Second Priority

1. DARE & SCHOOL RESOURCE PROGRAMS
2. HAZARDOUS DEVICE TEAM
3. FORESTRY OPERATIONS
4. PARKS/SCHOOLS COOPERATIVE AGREEMENTS
5. ELECTRONIC RECORDS MANAGEMENT SYSTEM:
6. LIQUOR LICENSING PROCEDURES
7. CRIME LAB
8. HAZMAT
9. GOLF OPERATIONS

TO: Mayor and City Council
Kelly Arnold, City Manager

FROM: Bob Blanchard, Community Development Director

SUBJECT: Infill/Redevelopment Consultant Presentation

DATE: July 8, 2002

As you may recall, the schedule for the Infill/Redevelopment project anticipated a first draft from the consultant with the presentation to Council to be done by staff. This initial review is intended to validate the direction the consultant is going with policy development and provide any appropriate comments.

The project is proceeding on schedule. However, the consultant has asked that they be able to provide this initial presentation so that information is provided accurately and they are able to hear your comments directly. Because of this minor change in plans and their schedule, we are asking that you schedule this item for August 5, 2002 either as part of your work session or for 90 minutes immediately prior to the meeting. Due to scheduled meeting conflicts, the consultant is unable to attend the remaining August work session.

There is obvious value with Council being able to discuss the initial draft directly with the consulting team. Hopefully this schedule can be accommodated. Kathy Portner will be attending the July 15, 2002 work session and will answer any questions regarding this request.

cc: Dave Varley, Assistant City Manager
Kathy Portner, Planning Manager

**Attach W-2
MOU with DDA**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		City/DDA Memorandum of Understanding				
Meeting Date		15 July 2002				
Date Prepared		02 July 2002			File #	
Author		Varley/Shaver		ACM & ACA		
Presenter Name		Bruce Hill & Kelly Arnold		DDA Board Chair & City Manager		
Report results back to Council		X	No		Yes	When
Citizen Presentation			Yes		No	Name
X	Workshop			Formal Agenda		Consent
						Individual Consideration

Summary: A Memorandum of Understanding between the City of Grand Junction and the Downtown Development Authority which supplements the DDA's bylaws and rules and outlines the relationship between the two parties and the duties and responsibilities of each party.

Budget: No change to City's budget.

Action Requested/Recommendation: Review, approve and authorize the City Manager to sign the attached Memorandum of Understanding.

Attachments: Memorandum of Understanding between the City of Grand Junction and the Downtown Development Authority

Background Information: This MOU resulted from a comprehensive review of the DDA operations and the City's involvement in the same. Historically the City-DDA relationship has not been clear and this MOU serves to clarify that relationship. It faithfully incorporates State law and spells out how the DDA is/was created and the relationship between it, its director and staff and the City. The City has historically provided Human Resources and financial services to the DDA but it has not been clear under who's direction/authority the services were rendered, the quality and quantity of the information that was made available and more particularly how liabilities were managed. The liability was especially an issue when managing employment injuries and disabilities and performing financial services. This MOU provides that financial, legal and Human Resources services as well as other services may be provided on a contract basis to the DDA.

MEMORANDUM OF UNDERSTANDING
Between the City of Grand Junction
And the
Grand Junction Downtown Development Authority

Recitals.

The Grand Junction Downtown Development Authority (DDA) was created in 1977 and its bylaws were adopted not long thereafter. Those bylaws are a part of the governing rules for the Board of Directors of the DDA (Board) but they have not been reviewed or amended since they were adopted.

In addition, because the relationship between the DDA and the City has not been formally examined since the inception of the DDA, the Board and the City Council believe that this memorandum of understanding (MOU) is necessary and beneficial.

One major purpose of this agreement is to set forth basic principles of the DDA's mission and its legal duties and responsibilities.

This MOU will provide an operating framework and address other matters deemed appropriate and necessary by the City Council and the Board.

Because an MOU is a form of contract it serves to describe some rights, powers, duties, privileges and liabilities of the DDA and the City. Of course, the parties acknowledge that the City Charter, the City's ordinances, regulations, policies and practices and state and federal laws control as primary sources for those things.

Current laws and rules that apply to the DDA, give direction to the Board and the DDA employees and control the programs and efforts of the DDA are:

- (1) the statute that authorizes downtown development authorities. §31-25-101, *et seq.*, C.R.S.;
- (2) the City's ordinance that created the DDA supplemented by the more detailed bylaws, adopted by the Board and the City Council;
- (3) the City and DDA ordinances and resolutions related to financial transactions, such as bond issues including limits and rules regarding expenditures and accounting.

The DDA can only act through a majority of a quorum of its board of directors. Acting together in two quite different roles, the board members:

- (1) Set policy and give guidance and direction for the DDA, in accordance with the policies and direction established by the City Council; and
- (2) Act as the supervisor and employer of the director of the DDA.

Because local government decisions in Colorado can only be made in open meetings and consistent with principles of governance, the City and the Board acknowledge that each can only act as a majority of a quorum. Individual members of the Board and the

Council have no authority or power; members only take action to the extent approved by the respective group.

Normally, the Board will act through its chairperson. Occasionally, the Board may act through another, for example, when the chair is in the minority or if the chair declines to act consistently with the Board's direction. Unless acting to carry out the Board's decision or direction, an individual board member is not authorized to direct or control the Director or other DDA employee.

Fundamental duties of each member (of the Board and the Council) are:

- (1) To act as a fiduciary, including oversight and management; and
- (2) To direct the DDA and expend its resources in accordance with the budget, applicable law and other requirements and policies.

While it is true that the real properties and businesses within the DDA boundaries generate the DDA's revenues, the Council pursuant to Colorado law reviews and approves the DDA budget. To that end the Council must assist the DDA in maintaining compliance and consistency with City, state and federal law and requirements, including but not limited to fiscal and budgetary regulations.

The rules and regulations applicable to local governments (such as financial, accounting, open meetings and open records) are already inherent in the City's operations and are easily and readily applied to the DDA.

BASED ON THE FOREGOING RECITALS, which are intended to be substantive provisions of this agreement, the City Council of the City of Grand Junction and the Board of Directors of the Grand Junction Downtown Development Authority (Board) HEREBY AGREE and ENTER INTO THIS MEMORANDUM OF UNDERSTANDING, as of the date of the last signature hereon.

1. Supplemental. This MOU supplements the DDA bylaws and rules, thus helping the DDA to accomplish its mission while allowing the Council to discharge its duties in assisting, managing and guiding the Board.
2. DDA Minutes. The DDA Director shall provide to the City Clerk minutes of the meetings of the DDA. Such minutes shall be of a style and quality equivalent to those provided by the City Clerk for City Council meetings. The Director shall provide minutes within fourteen (14) days of approval of the minutes by the Board.
3. Board Supervision of Director. The Board shall supervise, direct and oversee the Director. The Board is responsible for the hiring and day-to-day supervision, periodic evaluation and discipline, as necessary, of its employee, the DDA Director.
4. DDA Budget.
 - (a) The Board and/or the Director as directed by the Board shall prepare and propose an annual budget to the City Council. The City Council will review the proposed DDA budget as a part of the City's budget and appropriation process. As a part of the evaluation and approval of the City's budget and appropriations, the Council shall approve, approve with detailed and/or general changes, or otherwise establish, a budget for the DDA.

- (b) The Director shall participate in the City budgeting process and shall abide by the City's rules and requirements including budgeting and accounting. Unless directed otherwise by the Board, the Director shall provide each member of the Board with a copy of all reports provided to the City.

5. DDA Director.

- (a) The DDA Director, who has been referred to as the *Executive Director* from time-to-time, is an at-will employee of the Board. In general, the DDA Director may be regarded as the chief executive officer of the DDA. The Director is responsible for the day-to-day implementation of the Board's direction, including oversight and supervision of the other DDA employees and operational performance and control of the DDA programs, activities and policies.
- (b) The Director shall hire, act as the manager and supervisor of the other DDA employees.
- (c) The Director shall keep each member of the Board informed of the Director's activities, decisions, the activities and programs and other functions of the DDA, as provided by the Board in writing from time-to-time.
- (d) The Director is responsible to see that the meetings, records and other activities of the DDA comply with applicable laws, including the open meetings act and open records act.
- (e) The Director shall inform the City Manager, the City Attorney and the HR Manager, as appropriate, regarding any concerns and/or possible liability arising out of this agreement, including employment law claims and notices of claim under the Colorado Governmental Immunity Act.

6. Director's Reports.

- (a) The Director shall prepare a written monthly report to the Board, with a copy to the City Manager. The report shall at least describe the financial condition of the DDA for the prior month, the calendar year to date and shall include a summary of ongoing projects and activities. Such reports shall be available to the public in accordance with the Open Records Act.
- (b) The Director's monthly report shall describe the efforts, staff time and resources given to and received by the DDA with regard to the Downtown Association, the Avalon and other DDA activities and relationships.
- (c) The Director shall provide such other reports, documents and information as the Treasurer, Human Resources Manager, City Attorney and/or City Manager require from time-to-time. The Director shall provide copies of all such reports to the Board.
- (d) On or before each March 1, the Director shall give the Board, with a copy to the City Manager, a written report of services or resources provided to the DDA during the preceding calendar year by any City department, division or employee. The purpose of this report is to identify the value, expense,

benefit(s) and costs associated with providing such City services to or at the direction of the DDA. The Director shall include a separate written evaluation of such services, which shall be approved by the Chair of the Board and the City Manager before it is made available to the public.

7. DDA Employees.

- (a) DDA employees, including the Director, are not City employees. For convenience, however, the City may pay DDA employees as though the employees are City employees. In addition, a DDA employee may receive medical and other benefits provided by the DDA that are equivalent to those received by an equivalent City employee as directed and determined by the DDA. The City may perform payroll and benefit administration and services for the DDA in accordance with a contract for services pursuant to paragraph 11.
- (b) At least once each calendar year, the Director shall personally deliver a written notice to each DDA employee indicating to the employee that s/he is neither employed by the City nor entitled to any City employee benefits and/or protections.
- (c) Each DDA employee is employed as an at-will employee, unless the Board has determined otherwise, in writing, with regard to each specific individual. The Board shall maintain a copy of each such writing.
- (d) At least once each calendar year, the Director shall perform an oral and written evaluation of/with each DDA employee. The Director shall make each such written evaluation available to the Board in either summary or detailed form as determined by the Board. The Director shall maintain a copy of each such written evaluation.

8. Personnel policies.

- (a) The Director and other DDA employees shall be supervised in accordance with the City's most recent Personnel Policy Manual (PPM). The Director shall, at any time during which the City is contracted to provide human resources services in accordance with paragraph 11, seek direction and guidance from the City in construing and applying the PPM as instituted herein.
- (b) The Board may vary how one or more of the provisions of the PPM apply to any particular DDA employee effective when the Board confirms the change or variance in writing. If the City is providing human resources services to the DDA in accordance with paragraph 11, each such change or variance shall only occur if the City's Human Resources Manager consents in writing.
- (c) For purposes of interpreting and applying the PPM only, the Director shall be deemed to be a City department head and the Board shall be deemed to be the City Manager.
- (d) If the Director and the HR Manager differ at any time regarding the PPM as it relates to the DDA and/or DDA employment matters, decisions, or policy interpretations, each shall inform the City Manager and the DDA Chair. The

City Manager shall make a written decision on such matter, which shall be final except for all matters properly decided by the City Council.

- (e) The Director shall take no action to modify any salary, benefit, job duty, compensation or similar matter regarding any DDA employee, including the Director, without having first obtained the approval of the Board and after having first consulted with the City's HR Manager. A copy of any such action shall not be effective until it is provided to the HR Manager.
- (f) The City shall provide training to DDA employees on various employment policies and practices.
- (g) The City shall administer the benefits, compensation and the similar matters of the DDA employees on a basis roughly equivalent to those of City employees, unless directed otherwise in writing by the Board.

9. DDA Treasurer. The City Finance Director is the treasurer of the DDA, unless the City Manager designates otherwise in writing with a copy to the Board, the Director and the City Council.

10. Legal Representation.

- (a) Unless the Board and the City Council both determine otherwise, the City's attorney shall be the attorney for the DDA pursuant to paragraph 11. Either the Council or the City attorney may determine on a case-by-case basis that the DDA must obtain separate legal advice and/or representation.
- (b) The City Council may terminate the provision of the City attorney's services to the DDA at any time in general or for particular/specific matters. The Council may terminate the provision of the City's attorney services based on actual or perceived conflict of interest or without a reason being stated.

11. Other Services. The Council and the Board shall determine by separate agreement what if any other services the City shall provide to the DDA. DDA payment to the City shall be in accordance with the terms of any service(s) agreement(s).

12. DDA Payments to the City. The Council and the Board shall determine by separate agreement how, if and/or how much the DDA will pay to the City for the work and/or services provided to the DDA by the City.

13. Headings. Paragraph titles and headings are for convenience only and should not be used to understand the terms of this Memorandum of Understanding.

Chair of the DDA

Date: _____

Mayor of the City

Date: _____

DDAMOUf3.doc

**Attach W-3
Stormwater Steering Committee
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject		Grand Valley Stormwater Steering Committee				
Meeting Date		July 17, 2002				
Date Prepared		July 9, 2002			File #	
Author		Trent Prall		City Utility Engineer		
Presenter Name		Mark Relph		Public Works and Utilities Director		
Report results back to Council		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	When	To be determined	
Citizen Presentation		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Name		
<input checked="" type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input type="checkbox"/>	Consent	Individual Consideration

Summary:

Continuation of the discussion regarding storm water management in the Grand Valley.

Budget:

In 2000, the City of Grand Junction, Mesa County, City of Fruita and the Grand Junction Drainage District applied for a grant from the Colorado Water Conservation Board to fund a management and financial study that will evaluate the alternatives for providing a more unified and efficient approach to Valley-wide storm water facility operations, maintenance, and construction. The total cost of the study is \$100,000 of which \$75,000 is grant funded. The City of Grand Junction, Mesa County, and the Drainage District's share of the grant is \$8,000 each. The City of Fruita, which will administer the grant, will contribute \$1,000 in matching funds.

Action Requested/Recommendation:

The City Council is asked to consider the formation of a steering committee to oversee the study, adopt or modify the attached draft resolution to form a steering committee, and consider committee appointments.

Attachments:

Draft Resolution

Background Information:

The intent of this item is to further explain and clarify storm water management issues and concerns brought up at the joint Storm water Steering Committee formation meeting held on June 24.

It is important for City Council to understand that the NPDES Phase II regulations that become effective in March of 2003 are not seen as a significant policy or regulatory issue for the City. The effort by the City in meeting these regulations will be to document *existing* practices and establish internal systems for tracking operations and maintenance practices. Coordination with Mesa County, Fruita and the Drainage

District is being undertaken to take advantage of common, best management practices among these providers.

Unrelated to the NPDES Phase II regulations, however, is the need for capital improvements. Among just six (6) of the twenty-eight (28) drainage basins crossing the Grand Valley is a potential \$34,000,000 bill for recommended storm water improvements. The City currently has \$4,078,187 in its General Fund ten-year financial plan for storm water improvements. This is in addition to the \$8,300,000 borrowed by the Sewer Enterprise Fund for separation of the combined storm and sanitary sewer project in the central core of the City.

The CWCB study and the steering committee is an opportunity for the City to participate with others in identifying options for capital needs and for investigating maintenance and capital funding alternatives.

The primary intent of the storm water steering committee is to provide direction in regards to storm water management needs and to help prioritize those needs as well as evaluate and recommend funding alternatives to meet those needs. The committee is not intended to determine the technical details of meeting storm water quality regulations or engineering design details of a detention basin being located in one place or another, as an example.

The following information is from the June 24 meeting with the other providers in the Valley:

For the last 24 months, City of Grand Junction, Mesa County, Grand Junction Drainage District, and City of Fruita staff have met to discuss approaches to simplifying storm water management efforts in the Grand Valley. The four entities are represented on Statewide working groups dealing with storm water permitting regulations and are taking an aggressive approach to public education relative to solving the storm water problems in the Valley. Presentations outlining flooding problems, operation and maintenance needs, capital needs, pending federal regulations and overlapping jurisdictions have been made to the governing boards of the irrigation districts, the County Commissioners, City Councils and some civic groups. Last December, discussions with the City Manager, County Manager, Drainage District management, Fruita and Palisade led to additional presentations being made to the major service groups in the Grand Valley, concentrating on the flooding created by uncontrolled storm water.

Community understanding of the problem and the potential solutions, particularly as to what the solutions cost, is imperative to future success of any storm water management program in the Grand Valley. One discussion that has taken place is the possible creation of a storm water steering committee made up of civic leaders, Council/Commission members, homeowners, engineers, irrigation district representatives, etc. The purpose of the steering committee would be to understand what the storm water problem is and, with staff as technical support, develop a range of options for the policy making bodies to consider, including the organization and funding options necessary to solve the problem.

Consideration by City Council is needed on whether or not a steering committee is a beneficial next step.

RESOLUTION NO. _____-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GRAND JUNCTION TO CREATE A STORMWATER
MANAGEMENT STEERING COMMITTEE**

The City of Grand Junction is actively addressing storm water infrastructure needs within its own jurisdiction as represented by the Combined Sewer Elimination Project and the Leach Creek and Independent Ranchmen's detention basins. The City currently has \$4,078,187 budgeted in the 10-year General Fund financial plan for storm water improvements. This is in addition to the \$8.3 million committed to separation of the storm and sanitary sewers in the urban core.

The City is fully intending to meet the requirements of the forthcoming National Pollutant Discharge Elimination System (NPDES) Phase II water quality requirements.

Surface runoff follows natural and manmade channels across municipal boundaries and meander through multiple jurisdictions, and often raise questions of efficiency and duplication of effort in maintenance and operations.

The City of Grand Junction, City of Fruita, Town of Palisade, Mesa County and Grand Junction Drainage District storm water managers have been meeting for the last two years to determine if there are opportunities to streamline storm water management in the Grand Valley to provide more effective and efficient means of storm water maintenance and capital construction.

A 1999 engineering study of only 6 of 28 drainage basins that affect the urban area found \$34 million in capital infrastructure deficiencies. The other basins not studied are believed to have similar capital deficiencies.

Based on recent discussions between the various Grand Junction storm water managers, the City of Grand Junction believes there may be an opportunity to further evaluate and work together toward more cohesive management of storm waters and surface runoff to reduce flooding losses and improve water quality.

The direction and financing of storm water management needs and the priority of those needs must be better understood before they can be successfully approached.

The elected officials of the various Grand Valley public agencies believe valuable input can be obtained by having interested local individuals evaluate the situations and make recommendations to the respective Boards and Councils for the management of storm water within the Grand Valley.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, to participate with other storm water providers in the Grand Valley in an effort to review capital and maintenance needs and to create a STORMWATER MANAGEMENT STEERING COMMITTEE of citizen volunteers from within the Grand Valley.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2002

ATTEST:

CITY CLERK

PRESIDENT OF THE COUNCIL

Attach W-4

City-owned Lands in Kannah Creek Area

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Lands of the City of Grand Junction (Kannah Creek Area)							
Meeting Date		July 15, 2002							
Date Prepared		July 10, 2002					File		
Author		Greg Trainor			Utility Manager				
Presenter Name		Greg Trainor			Utility Manager				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
X	Workshop		Formal Agenda				Consent		Individual Consideration

Summary:

Workshop discussion and review of City lands in the Kannah Creek area.

Budget: NA

Action Requested/Recommendation: NA

Attachments: See Attached Report

Background Information:

Periodically City Council reviews the uses and purposes of City lands in the Kannah Creek area. These lands were acquired between 1915 and 1990 as part of the City's water rights acquisitions and are presently used for a multitude of purposes, including protecting the City's water supply facilities, allowing the City's water rights to be put to beneficial use, and as open space adjacent to a growing and prospering West Slope City.

July 10, 2002

Summary Report

Lands and Water of the City of Grand Junction (Kannah Creek Area)

Prepared by: Greg Trainor, Utility Manager

Introduction

This report outlines in summary form all of the lands and property owned by the City of Grand Junction in the Kannah Creek, North Fork of Kannah Creek, Whitewater Creek, and Sink Creek basins, southeast of Grand Junction in the Kannah Creek area. This summary also describes lands owned by the City west of Highway 50, south of Whitewater. These properties were acquired between 1915 and 1990 as the City purchased senior water rights from ranchers in these above-described areas.

Much of this material is summarized from a report, Water Rights of the City of Grand Junction, January 30, 1991 prepared by Jim Dufford, the City's former special water counsel.

Intake Property (Located at the end of Kannah Creek Road at the Forest Boundary)
Section 34, Township 12 South, Range 97 West of the Ute Meridian in Mesa County.

The United States Department of Agriculture in 1911 granted this section (640 acres) to the City after the City acquired the Paramount Decree for 7.81 cubic feet per second from Kannah Creek. This property is used as the intake location for the Kannah Creek Flowline (also known as the Grand Junction Pipeline) and is the residence of the Water Supply Supervisor. The property controls access to the pipeline intake facilities.

The majority of the property and water rights owned by the City were acquired in separate purchases from Kannah Creek area ranchers. Most of these parcels are contiguous, but some are not. Between 1954 and 1990, ranches and water interests were acquired from C.V. Hallenbeck, the heirs of Mr. Hallenbeck, Fred and Ica Click, the Raber family, the Anderson family, the Kannah Creek Land and Cattle Company, Midwest Resources, Keith and Anita Clark, John Grounds, and Cliff Davis. The City's land and water disputes with Charles V. Hallenbeck, Sen. are legend.

Some water purchases did not involve land (Kannah Creek Land and Cattle Company, Clark, Grounds, Davis)

One acquisition, the Paramount Decree, was acquired by condemnation with fair market value paid to all affected Kannah Creek landowners. It did not include any land acquisition from private property owners.

Hallenbeck Property (1954 Acquisition) (Located between Purdy Mesa and the drainage between Purdy Mesa and the North Fork of Kannah Creek)

On November 19, 1954 the City acquired property from Charles V. Hallenbeck, also known as the Hallenbeck Ranch. The Hallenbeck purchase brought the City the Purdy Mesa Reservoir, capital stock in the Raber-Click Reservoir, shares in Carson Lake, Juniata Reservoir, the Kannah Creek Highline Ditch, the Grand Mesa Reservoir Company, and real property located along Purdy Mesa and Divide Roads on Purdy Mesa.

Hallenbeck East of Highway 50, on Purdy Mesa

The property is presently used as a location to divert and put to beneficial use water rights owned by the City. The property is leased to area ranchers who maintain the ditches, fences, and put the water to use, until diverted to the City for municipal purposes.

The City's Kannah Creek Flowline and Purdy Mesa Flowline cross the Hallenbeck Ranch properties as do the Kannah Creek Highline canal and the Juniata/ Juniata Enlarged ditches. Those parts of the Hallenbeck Ranch where reservoirs are located are not leased but controlled by the City Water Department.

The Juniata and Purdy Mesa reservoirs have limited recreational uses for walk-in fishing purposes only.

Hallenbeck West of Highway 50, south of Whitewater

The 1954 Hallenbeck acquisition included 470 acres , west of Highway 50, south of Whitewater. The water rights to these lands were transferred to Kannah Creek. The property is presently leased as dry land grazing and as the tower locations for KJCT-TV. City Council has, in the past, discussed the uses of this property in conjunction with the now-abandoned Dominguez Reservoir project, as open space south of Whitewater, or as future economic development lands.

Hallenbeck Property (1971 Acquisition, Located on Purdy Mesa and in the drainage between Purdy Mesa and the North Fork of Kannah Creek)

On September 16, 1971 the City acquired, from the estate of Charles V. Hallenbeck, additional real property and remaining interests in the Juniata Reservoir, the Juniata Reservoir Enlarged, and the Kannah Creek Highline Canal and numerous direct flow decrees appropriated to the Juniata Enlarged Ditch, the Kannah Creek Highline Canal, and the Purdy Mesa Reservoir.

The property is presently used to divert and put to beneficial use water rights owned by the City. The property is leased to area ranchers who maintain the ditches, fences, and put the water to use. The City's Kannah Creek Flowline and Purdy Mesa Flowline cross the Hallenbeck Ranch properties as do the Kannah Creek Highline canal and the Juniata/Juniata Enlarged ditches.

Anderson Ranch (1955 Acquisition, Located on Reeder Mesa)

The Anderson Ranch is located along Reeder Mesa Road and is served by reservoirs and water tributary to the North Fork of Kannah Creek. The Anderson Ranch is approximately 1,500 acres and almost contiguous to the Somerville property in the Whitewater Creek basin.

The Anderson acquisition brought to the City of Grand Junction all of the water appropriated to the North Fork of Kannah Creek including all ditches diverting water from the North Fork as well as reservoirs on the top of Grand Mesa in the North Fork drainage. Later water rights work resulted in 1 cubic foot per second of water remaining in the North Fork as an “instream flow” to serve ranch properties owned by the Anderson’s at the junction of Lands End Road and Reeder Mesa Road. The one (1) cfs is to remain in North Fork only if we are filling Reeder Reservoir under the 700 acre-foot municipal, conditional right (see below)

The Anderson Ranch is currently leased to Cliff and Judy Davis who operate the ranch and irrigate the property with the North Fork water. Direct flow, agricultural storage and junior municipal storage decrees from reservoirs on the top of Grand Mesa irrigate the Anderson Ranch during those times when the water is not being placed into storage or not needed for diversion into the Juniata or Purdy Mesa Reservoirs. Water from these decrees is diverted to either the ranch or through the North Fork Diversion to Juniata and Purdy Mesa Reservoirs.

The City’s Reeder Reservoir is located on the Anderson Ranch and has a decree for 179-acre feet of agricultural water as well as a 700-acre foot conditional, municipal water right. Reeder Reservoir is presently a “pond.” The City has completed engineering studies to reconstruct the reservoir to its decreed capacity. Budgeted funds in the amount of \$2,315,000 in the Water Enterprise capital improvement plan are allocated for 2010.

The City’s Kannah Creek Flowline crosses the Anderson Ranch.

Raber Acquisition (1967)

The City acquired from the Raber family numerous shares of capital stock in the Juniata Reservoir Company, the Kannah Creek Highline Ditch Company and remaining interests of the Raber family to property where the Juniata Reservoir is located.

This property is where Juniata Reservoir is located as well as the Kannah Creek Flowline, the Purdy Mesa Flowline and the Kannah Creek Water Treatment Plant.

Click Acquisition (1964)

Acquired from Fred and Ica Click on November 5, 1964, the Click acquisition brought to the City lands on Purdy Mesa and remaining shares in the Raber-Click reservoir on Grand Mesa, capital stock in the Kannah Creek Highline Ditch and shares in the Juniata Ditch.

The ranch is currently leased to Cliff and Judy Davis for ranching purposes and to maintain and protect the Kannah Creek Flowline and the Juniata/ Juniata Enlarged ditches which cross the Click property.

Somerville Ranch Acquisition (1990)

In January 1990, the City purchased from Midwest Resources the entire Somerville Ranch with lands located in the Whitewater Creek basin (tributary to the Gunnison River), the Sink Creek basin (tributary to the Colorado River), and residential lots in Whitewater, Colorado. The acquisition brought to the City senior water rights on Whitewater Creek as well as purchase of the Somerville Reservoir on the top of Grand Mesa. The purchase was primarily for water, but the City Council at the time also wanted to acquire open space and protect the aesthetic of the face of the Grand Mesa from development.

The purchase resulted in the opening of the Grand Mesa Slopes “process” among area landowners, the BLM, Mesa County, and recreational interests to jointly manage the area between Whitewater Creek and the City of Grand Junction as open space.

The ranch currently puts to beneficial use the water rights decreed to the ranch until such time as the water is diverted to the City for municipal purposes. Direct flow decrees in Whitewater Creek as well as municipal decrees in the Somerville Reservoir make up the rights in Whitewater creek.

The Somerville water rights are considered supplemental to the City’s main water supply decrees in the Kannah Creek area. They would be diverted in times of drought via pipeline. Water Enterprise funds, in the amount of \$1,544,400, are budgeted in 2006 for construction of the pipeline.

In 1999 the City concluded a land exchange with the BLM, acquiring BLM lands on which the Kannah Creek Flowline is located and where current ranch diversions are located. The City also acquired by exchange BLM lands next to the Purdy Mesa Reservoir.

Future Uses

There are many options for consideration of future uses of the City property in the Kannah Creek area:

1. Continued protection of the City’s physical water supply facilities.
2. Continued protection of access to the City’s water supply facilities.
3. Property availability for future expansion or modification of water supply facilities.
4. As growth occurs in the Grand Valley, the open space acquired by the City as part of its water rights purchases will become more important, either as lands for City recreational uses or as lands for trade.
5. Continued uses for putting water to beneficial use when not diverted to the City or put into storage. Aside from the above purposes, *ownership* of land is not absolutely necessary to maintain the City’s water rights. Abandonment of a decree is contingent

upon non-use and an *intent* to abandon. The City could lease agricultural water to private landowners with provision that at certain times the water would be used for other purposes or changed to municipal purposes. City ownership does, however, make the management of the water easier. With the exception of the Somerville Ranch purchase, the majority of the lands purchased for their senior irrigation water rights could be disposed of. For the Somerville Ranch we are currently building a more complete historical record of water usage so when we convert water rights to a municipal usage the conversion rate will be more beneficial to the City. The water rights for the remaining properties have been converted or have had municipal uses added. As long as the City periodically uses these water rights for municipal purposes they cannot be abandoned. Properties that protect intakes, diversion structures, canals, ditches and reservoirs should not be considered for disposal .

The benefit from maintaining the properties under the City control is the advantage of continually using the senior irrigation water rights until the water is needed in the City for municipal uses. If we lease these senior irrigation water rights to others, they have a tendency to become dependent on them and then think the City is obligated to deliver water to them every year. We have seen this in our current water lease program that leases supplemental irrigation water from Grand Mesa reservoirs, if any is available. In this 2002 water year, none is available.

As time continues, the City's management options will become more difficult. The death and retirement of area ranchers will make it more difficult for the City to lease lands to qualified ranchers, generating revenue to the Water Enterprise Fund while maintaining the property. Hiring of professional land managers or public-private partnerships may have to be considered as management tools.

KANNAH CREEK INTAKE – SECTION 34

NORTH

Grand Mesa National Forest



Intake Property

BLM

Purdy Mesa Rd.

Kannah Creek Rd.

BLM

BLM

Grand Mesa National Forest

**HALLENBECK PROPERTY
ON PURDY MESA**







