

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

**WEDNESDAY, SEPTEMBER 4, 2002, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation - Jim Hale, Spirit of Life Christian Fellowship

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING SEPTEMBER 17 THROUGH 24, 2002 AS "CONSTITUTION WEEK" IN  
THE CITY OF GRAND JUNCTION

**APPOINTMENTS**

APPOINTMENT TO THE PLANNING COMMISSION BOARD OF APPEALS AND 2<sup>ND</sup>  
ALTERNATE TO PLANNING COMMISSION

RATIFY APPOINTMENTS TO THE URBAN TRAILS COMMITTEE

**PRESENTATION OF CERTIFICATES OF APPOINTMENTS**

TO RIVERFRONT COMMISSION MEMBERS

**SCHEDULED CITIZEN COMMENTS**

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

1. **Minutes of Previous Meetings** [Attach 1](#)  
*Action: Approve the Summary of the August 19, 2002 Workshop and the Minutes  
of the August 21, 2002 Regular Meeting*
2. **Contract for Persigo Waterline Replacement** [Attach 2](#)

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.

\*\*\* Indicates New Item

\* Requires Roll Call Vote

Bids were received and opened on August 20, 2002 for the Persigo Waterline Replacement. The low bid was submitted by M.A. Concrete Construction, Inc. in the amount of \$352,449.00.

The bids were as follows:

<b>Contractor</b>	<b>From</b>	<b>Schedule 1</b>	<b>Schedule 2</b>	<b>Total</b>
Precision Excavation	Hayden, CO	\$497,874.35	\$ 91,203.10	\$589,077.45
Precision Paving	Grand Junction	\$460,633.50	\$114,203.10	\$574,836.60
Sorter Construction	Grand Junction	\$402,526.00	\$ 91,921.00	\$494,447.00
Schmueser & Assoc.	Rifle, CO	\$367,418.10	\$ 79,086.00	\$446,504.10
M.A. Concrete	Grand Junction	\$297,702.00	\$ 54,747.00	\$352,449.00
Engineer's Estimate		\$308,249.00	\$ 69,501.00	\$377,750.00

*Action: Authorize the City Manager to Execute a Construction Contract for the Persigo Waterline Replacement with M.A. Concrete Construction, Inc. in the Amount of \$352,449.00*

Staff presentation: Tim Moore, Public Works Manager

3. **Alley Improvement District 2002, and Giving Notice of a Hearing**      [Attach 3](#)

Improvements to the following Alleys have been completed as petitioned by a majority of the adjoining owners:

- East/West Alley from 2<sup>nd</sup> to 3<sup>rd</sup>, between Hill Avenue and Gunnison Avenue
- East/West Alley from 3<sup>rd</sup> to 4<sup>th</sup>, between Hill Avenue and Teller Avenue
- East/West Alley from 4<sup>th</sup> to 5<sup>th</sup>, between Colorado Avenue and Ute Avenue
- East/West Alley from 11<sup>th</sup> to 12<sup>th</sup>, between Grand Avenue and Ouray Avenue
- East/West Alley from 12<sup>th</sup> and 13<sup>th</sup>, between Kennedy Avenue and Bunting Avenue
- East/West Alley from 15<sup>th</sup> to 16<sup>th</sup>, between Hall Avenue and Texas Avenue
- "T" shaped Alley from 7<sup>th</sup> to Cannell, between Kennedy Avenue and Bunting Avenue

Resolution No. 80-02 – A Resolution Approving and Accepting the Improvements Connected with Alley Improvement District No. ST-02

*\*Action: Adopt Resolution No. 80-02 and Set a Hearing for October 16, 2002*

Staff presentation: Rick Marcus, Real Estate Technician

4. **Setting a Hearing on Zoning the Gerick Annexation Located at 324 Quail Drive** [File #ANX-2002-136] [Attach 4](#)

The Gerick Annexation is one parcel of land located at 324 Quail Drive. The petitioner is requesting a zone of Residential Single Family with a density not to exceed one unit per acre (RSF-1), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its August 13, 2002 meeting.

Proposed Ordinance Zoning the Gerick Annexation to Residential Single Family with a Density Not to Exceed One Unit Per Acre (RSF-1), Located at 324 Quail Drive

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for September 18, 2002*

Staff presentation: Ronnie Edwards, Associate Planner

5. **Setting a Hearing on the DM South Annexations #1 & #2 Located at 511 30 Road** [File #ANX-2002-138] [Attach 5](#)

Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the DM South Annexations #1 & #2 located at 511 30 Rd. The 1.7327-acre DM South Annexation is a serial annexation consisting of one parcel of land and a portion of the 30 Road right-of-way.

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

Resolution No. 81-02 - 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 for the DM South Annexation, a Serial Annexation Comprising DM South Annex #1 and DM South Annex #2 and Including a Portion of the 30 Road Right-Of-Way, Located at 511 30 Road

*\*Action: Adopt Resolution No. 81-02*

b. **Set a Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, DM South Annexation #1, Approximately 0.0207 Acres, Located Near 511 30 Road Within 30 Road R.O.W.

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, DM South Annexation #2, Approximately 1.712 Acres, Located at 511 30 Road and Includes a Portion of 30 Road R.O.W.

*Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for October 16, 2002*

Staff presentation: Senta Costello, Associate Planner

6. **Setting a Hearing on Summit View Meadows Annexation Located at 3146 D ½ Road** [File #ANX-2002-153] [Attach 6](#)

The 12.568-acre Summit View Meadows Annexation area consists of two parcels equal to 9.71 acres and 2.858 acres of right-of-way along D ½ Road. There is a single-family residence on one of the parcels being annexed, and the owner of the property has signed a petition for annexation.

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

Resolution No. 82-02 – 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 for Summit View Meadows Annexation Located at 3146 D ½ Road

*\*Action: Adopt Resolution No. 82-02*

**b. Set a Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit View Meadows Annexation No. 1, Approximately 0.1699 Acres, Right-Of-Way Located Along D ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Summit View Meadows Annexation No. 2, Approximately 0.5770 Acres, Right-Of-Way Located Along D ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado

Summit View Meadows Annexation No. 3, Approximately 11.8211 Acres, Located at 3146 D 1/2 Road

*Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for October 16, 2002*

Staff presentation: Lisa Gerstenberger, Senior Planner

7. **Setting a Hearing on the Iles Annexation Located at 3080 D 1/2 Road** [File #ANX-2002-171] [Attach 7](#)

The 5.854-acre Iles Annexation area consists of one parcel of land. There is a single-family residence on this lot, and the owner of the property has signed a petition for annexation.

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

Resolution No. 83-02 – 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 for the Iles Annexation Located at 3080 D 1/2 Road

*\*Action: Adopt Resolution No. 83-02*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Iles Annexation, Approximately 5.854 Acres, Located at 3080 D 1/2 Road

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

Staff presentation: Lisa Gerstenberger, Senior Planner

8. **Two Rivers Convention Center Carpet** [Attach 8](#)

This request is for the purchase and installation of Carpet Tiles, complete with coving and finish trim at Two Rivers Convention Center exhibition hall. Only one responsive, responsible bid was received.

Office Outfitters	Grand Junction	\$61,750.00
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*Action: Authorize the City Purchasing Manager to Contract for Carpet and Installation at Two Rivers Convention Center from Office Outfitters, Grand Junction, Colorado in the Amount of \$61,750.00*

Staff presentation: Ron Watkins, Purchasing Manager

9. **FAA Grant Agreement & Supplemental Co-Sponsorship for AIP-23 (Aircraft Rescue and Fire Fighting Vehicle)** [Attach 9](#)

The Walker Field Public Airport Authority is requesting a grant from the FAA for the acquisition of an Aircraft Rescue and Firefighting Vehicle.

*Action: Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-23 with the Federal Aviation Administration*

Staff presentation: Dan Reynolds, Operations & Facilities Manager

10. **FAA Grant Agreement & Supplemental Co-Sponsorship for AIP-24 (Terminal Renovations)** [Attach 10](#)

The Walker Field Public Airport Authority is requesting a grant from the FAA for Terminal Boarding Area Renovations (in conjunction with Transportation Security Administration (TSA) passenger screening point modifications), General Aviation Site Development and Taxiway Extension, and for the acquisition of Electronic Fingerprinting System.

*Action: Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-24 with the Federal Aviation Administration*

Staff presentation: Dan Reynolds, Operations & Facilities Manager

11. **FAA Grant Agreement & Supplemental Co-Sponsorship for AIP-26 (Cargo Site and Security Updates)** [Attach 11](#)

The Walker Field Public Airport Authority is requesting a grant from the FAA for engineering and design services for (1) Air Cargo site development and access road relocation; and (2) Security Access System and Closed Circuit TV installation to meet federally mandated security requirements.

*Action: Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-26 with the Federal Aviation Administration*

Staff presentation: Dan Reynolds, Operations & Facilities Manager

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

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

12. **Grant Application for Enforcement of Underage Drinking** [Attach 12](#)

The Colorado Department of Transportation and the Department of Public Safety are offering grant funding for projects aimed at reducing the availability and consumption of alcohol by minors. This grant is actually funded by the Department of Justice, Office of Juvenile Delinquency Prevention in Washington, D.C.

*Action: Authorize the City Manager to Sign the Grant Application for an Underage Drinking Grant in the Amount of \$107,219.00*

Staff presentation: Greg Morrison, Chief of Police

13. **Intergovernmental Agreement with Grand Junction Rural Fire Protection District for the Fire Protection in the Redlands** [Attach 13](#)

A new intergovernmental agreement with the District to address fire protection in the existing District boundaries and in any overlay district formed as a result of the November ballot issue.

*Action: Authorize the City Manager to Sign the Intergovernmental Agreement with the Rural Fire Protection District*

Staff presentation: Kelly Arnold, City Manager  
Dan Wilson, City Attorney

14. **Legal and Ethical Standards for Members Serving on City Boards and Commissions** [Attach 14](#)

Resolution adopting standards for advisory boards and City groups, as well as for the members of City Boards and Commissions that have final administrative decision-making duties.

Resolution No. 84-02 - A Resolution Clarifying the Ethical Standards for Members of the City's Boards, Commissions and Similar Groups

*\*Action: Adopt Resolution No. 84-02*

Staff presentation: Dan Wilson, City Attorney

15. **NON-SCHEDULED CITIZENS & VISITORS**
16. **OTHER BUSINESS**
17. **ADJOURNMENT**



**Attach 1  
Minutes from Previous Meeting**

**GRAND JUNCTION  
CITY COUNCIL WORKSHOP**

**August 19, 2002**

The City Council of the City of Grand Junction, Colorado, met on Monday, August 19, 2002 at 7:00 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Dennis Kirtland, Jim Spehar, Janet Terry, Reford Theobald, Harry Butler and President of the Council Cindy Enos-Martinez. Councilmember Bill McCurry was absent.

**Summaries and action on the following topics:**

- 1. SUBDISTRICT PROPOSAL BY THE RURAL FIRE DISTRICT:** City Manager Kelly Arnold gave an introduction on Redlands Fire Station No. 5 and then turned over the presentation to Mr. Steve Ward, President of the Grand Junction Rural Fire Protection District. Mr. Ward asked Council if they were okay with the proposal letter presented in their packet and stated they are working at an accelerated speed since the inter- governmental agreement has to be filed with the County Clerk by September 13, 2002 for placement on the ballot. Mr. Ward went through the letter and dollar figures with Council. Mr. Bob Cole is currently working on the legal description for the area and this should be completed within a few weeks. Mr. Ward also stated Mesa County will pay the \$9,000 election cost.

**Action Summary:** Kelly Arnold stated to the Council he would bring to them a resolution of intent in about two weeks. Councilmember Spehar reminded the Council that if this issue fails, Council and staff will need to be prepared when the budget is prepared.

- 2. CANYON VIEW PARK CONCEPT REVIEW:** Director of Parks and Recreation, Mr. Joe Stevens presented an overview of the new area and described the new facilities of the master plan. Parks Board member Bernie Goss addressed the Council on the excitement of getting Canyon View Park to this stage. Mr. Goss talked about the lighting at the tennis courts and the stadium seating. Mr. Tom Dixon, Parks Board member, addressed the use of the multi-purpose fields and that the junior football association is excited to work with the Parks Board on this area. Ms. Lena Elliott spoke on the tennis courts that even though they are on paper, she is very thrilled about this area. This has been several years of work coming together.

**Action Summary:** Council reviewed the master plan for the continued development of Canyon View Park. Council is in support of the Grant Application for Canyon View Park. Councilmember Spehar indicated that the city needs to proceed with the area of the handball courts, sooner than later to make it seem like it is currently a part of the existing park and work on the parking lot.

The meeting adjourned at 9:12 p.m.

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

**August 21, 2002**

The City Council of the City of Grand Junction convened into regular session on the 21<sup>st</sup> day of August 2002, at 7:35 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Janet Terry, Reford Theobald and President of the Council Cindy Enos-Martinez. Councilmembers Bill McCurry and Jim Spehar were absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin. The meeting was not broadcasted due to equipment failure.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Terry led in the pledge of allegiance. The audience remained standing for the invocation by Errol Snider, Associate Pastor, First Baptist Church.

**PRESENTATION OF CERTIFICATE OF APPOINTMENT**

TO RIVERFRONT COMMISION MEMBERS

The Mayor presented Certificates of Appointment to Eric Marquez and Dr. Paul Jones.

**SCHEDULED CITIZEN COMMENTS**

There were none.

**CONSENT CALENDAR**

It was moved by Councilmember Kirtland, seconded by Councilmember Butler, and carried by a roll call vote, to approve Consent Items #1 through #4.

**1. Minutes of Previous Meetings**

*Action: Approve the Summary of the August 5, 2002 Workshop and the Minutes of the August 7, 2002 Regular Meeting*

**2. FY2003 Intergovernmental Agreement/Consolidated Planning Grant**

Adoption of this Resolution and resultant contract signatures, the FY2003 Intergovernmental Agreement will allow the Grand Junction/Mesa County MPO to start spending Consolidated Planning Grant (CPG) funds, effective October 1, 2002.

Resolution No. 77-02 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning the Signing of the Intergovernmental Agreement Between CDOT and the Grand Junction/Mesa County Metropolitan Planning Organization Regarding the FY2003 Consolidated Planning Grant (CPG)

*Action: Adopt Resolution No. 77-02*

**3. F ½ Parkway Feasibility Study Contract**

This contract is for a feasibility study for the location and constructability of F ½ Parkway from 24 Road east to a logical connection point with the rest of the major street system.

*Action: Authorize the City Manager to Sign a Contract for the F ½ Parkway Feasibility Study with Michael Baker Jr., Inc. in the Amount of \$84,900*

**4. 29 Road Improvements North Ave. – Grand Valley Canal Utilities**

This is the third construction phase of a five-phase project to improve 29 Road between I-70B and Patterson Road. This phase of the project includes relocation of existing utilities and installation of a 36-inch storm drain between North Avenue and the Grand Valley Canal. The work will consist of 2,849 feet of 36-inch diameter storm sewer, 2,498 ft of 8-inch diameter water line, 2,393 feet of 15-inch diameter irrigation line, and 2,764 feet of 12-inch diameter sanitary sewer line. The following bids were opened on August 6, 2002:

Bidder	From	Bid Amount
MA Concrete Construction	Grand Junction	\$1,462,969.00
Skyline Contracting	Grand Junction	\$1,152,396.10
Engineer's Estimate		\$1,094,224.30

*Action: Authorize the City Manager to Sign a Construction Contract for the 29 Road Improvements Project, North Ave. to the Grand Valley Canal with Skyline Contracting, Inc., in the Amount of \$1,152,396.10.*

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

**Grant Application for Canyon View Park**

A request to apply for a \$150,000 grant in order to compete for a Great Outdoors Colorado (GOCO) grant that will help complete Canyon View Park. The revised Master

Plan includes infrastructure, multi-purpose fields, a tennis complex, a splash playground, a play structure, shade/picnic shelters and restrooms.

Joe Stevens, Director of Parks and Recreation, reviewed this item. He noted that Council had reviewed the Master Plan for the next phase at Monday night's workshop. He then reviewed the grant application process and the available options. Mr. Stevens explained that this particular application may not include other partners with the City, which might be a problem since this is part of the criteria for the GOCO funding. He did say that possible partners are the football association and the tennis association.

Mr. Stevens explained the City's partnership with the Basque community regarding the handball court and that the representative of the Basque community indicated that they would be a willing partner. Mr. Stevens said landscaping is one portion of the improvements for that part of the park.

Mr. Stevens recommended that much of the grading and infrastructure be done at the same time to cut the costs of mobilizing the heavy equipment.

Councilmember Kirtland questioned if the TABOR rules would apply to this grant. Mr. Stevens stated that GOCO funds are exempt from TABOR.

Resolution No. 78-02 - A Resolution Supporting and Authorizing the Submittal of a Grant Application Between Great Outdoors Colorado (GOCO) and the City of Grand Junction for the Continuation of the Development of Canyon View Park

Upon motion made by Councilmember Terry, seconded by Councilmember Kirtland, and carried by a roll call vote, Resolution No. 78-02 was adopted.

### **Inducement Resolution for Use of 2002/2003 Private Activity Bonds**

TOT, LLC has requested the use of the City's Private Activity Bond allocation. The use will allow TOT, LLC to finance a portion of their construction of a manufacturing facility for Pyramid Printing through adjustable rate revenue bonds.

Ron Lappi, Administrative Services Director, reviewed this item. He stated that the principals in the company and their banker, Tom Benton of Wells Fargo Bank, were also present.

Councilmember Terry asked Mr. Lappi to explain the program for the benefit of the public. Mr. Lappi explained that the Private Activity Bond allocation does not actually represent cash, but that the program allows businesses to obtain low interest tax-exempt bonds for business expansion or that the allocations can be used to finance low-income housing.

Rick Taggert, TOT, LLC principal, addressed Council. He identified the location of the manufacturing facility as being west of Reynolds Polymer on Patterson Road, and said that the property also included a vacant building. He reviewed the history of Pyramid Printing, Inc. and their expansion plans. He explained why more companies do not apply for these allocations.

Mr. Lappi stated that a previous attempt to use the allocation required the combination of the City's and the County's allocations.

Mayor Enos-Martinez said she would not vote on this item since she serves on the State Private Activity Bonds Board.

Resolution No. 79-02 - A Resolution Setting Forth the Intention of the City of Grand Junction, Colorado, to Issue Adjustable Rate Revenue Bonds Series 2002 to Finance a Portion of the Construction and Equipping Costs for a Manufacturing Facility of TOT, LLC or Its Successors or Assigns, to Designate a Portion of the City's 2003 Private Activity Bond Allocation for the Project and to Issue Adjustable Rate Revenue Bonds Series 2003 to Finance the Remaining Portion of the Construction and Equipping Costs for a Manufacturing Facility of TOT, LLC. or Its Successors or Assigns

Upon motion made by Councilmember Butler, seconded by Councilmember Kirtland, and carried by a roll call vote, with Mayor Enos-Martinez abstaining, Resolution No. 79-02 was adopted.

### **City Sponsorship of "September 11, 2001" Event**

A community-wide event is being planned to commemorate the events of September 11, 2001. The event is a result of the Western Slope Vietnam War Memorial Park Committee and members of the September 11, 2001 Planning Committee. The event, "A Time to Remember, A Time to Honor, A Time to Unite" is planned for Suplizio Field on September 11, 2002, from 7:00 a.m. – 8:00 a.m. The event includes a number of activities such as a high school band, songs by locals, speakers on the events of September 11, 2001, and a flag-raising ceremony involving the Grand Junction Fire Department and members of local law enforcement.

Jim Doody, a member of the Western Slope Vietnam War Memorial Committee, explained the reason for organizing this event. He identified the other committee members and their plans to Council. Mr. Doody asked Council to waive the Suplizio Field fees, to assist with the sound and speaker system, and to help with traffic control.

Councilmember Terry suggested Council waive the fees and offer whatever assistance is needed. Councilmember Kirtland suggested a \$500 donation from Council's Contingency Fund.

Upon motion made by Councilmember Theobald, seconded by Councilmember Kirtland, and carried by a roll call vote, Council approved a \$500 donation and co-sponsoring of the Commemorative Celebration of September 11, 2001 Event.

**NON-SCHEDULED CITIZENS & VISITORS**

There were none.

**OTHER BUSINESS**

There was none.

**ADJOURNMENT**

The City Council meeting adjourned at 8:15 p.m.

Stephanie Tuin, CMC  
City Clerk

**Attach 2**  
**Persigo Waterline Replacement**  
**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>									
<b>Subject</b>		Persigo Waterline Replacement							
<b>Meeting Date</b>		Wednesday September 4, 2002							
<b>Date Prepared</b>		August 21, 2002					File #		
<b>Author</b>		Mike Best			Sr. Engineering Technician				
<b>Presenter Name</b>		Tim Moore			Public Works Manager				
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When			
<b>Citizen Presentation</b>		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	No	Formal Agenda		<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

**Summary:** Bids were received and opened for the **Persigo Waterline Replacement**. The low bid was submitted by **MA Concrete Construction, Inc.** in the amount of **\$352,449.00**.

**Budget:** The following bids were received for this project:

<b>Contractor</b>	<b>From</b>	<b>Schedule 1</b>	<b>Schedule 2</b>	<b>Total</b>
Precision Excavation	Hayden, CO	\$497,874.35	\$ 91,203.10	\$589,077.45
Precision Paving	Grand Junction	\$460,633.50	\$114,203.10	\$574,836.60
Sorter Construction	Grand Junction	\$402,526.00	\$ 91,921.00	\$494,447.00
Schmueser & Assoc.	Rifle, CO	\$367,418.10	\$ 79,086.00	\$446,504.10
M.A. Concrete	Grand Junction	\$297,702.00	\$ 54,747.00	\$352,449.00
Engineer's Estimate		\$308,249.00	\$ 69,501.00	\$377,750.00

Project Costs:

Construction Contract	\$352,449.00
Engineering to date	\$31,553.64
City inspection and Admin. (Estimate)	\$15,997.36
<b>Total Project Costs</b>	<b>\$400,000.00</b>



Funding:

Persigo Plant Waterline Repl. 904-F06408	\$400,000.00
Total	\$400,000.00

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a construction contract for the **Persigo Waterline Replacement** with **MA Concrete Construction, Inc.** in the amount of **\$352, 449.00**.

**Background Information:** The existing plant water and domestic cast iron waterlines have deteriorated to appoint of having 3 to 5 breaks a year. The existing waterlines will be replaced with new PVC lines, valves, and epoxy coated fitting.

**Attach 3  
Alley Improvement 2002**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>							
<b>Subject</b>	<b>Accepting the Improvements connected with Alley Improvement District 2002, and giving notice of a Hearing</b>						
<b>Meeting Date</b>	<b>September 4, 2002</b>						
<b>Date Prepared</b>	<b>August 23, 2002</b>					<b>File #</b>	
<b>Author</b>	<b>Rick Marcus</b>			<b>Real Estate Technician</b>			
<b>Presenter Name</b>	<b>Rick Marcus</b>			<b>Real Estate Technician</b>			
<b>Report results back to Council</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>		<b>Yes</b>	<b>X</b>	<b>No</b>	<b>Name</b>		
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>		<b>X</b>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Improvements to the following alleys have been completed as petitioned by a majority of the adjoining property owners:

- East/West Alley from 2<sup>nd</sup> to 3<sup>rd</sup>, between Hill Avenue and Gunnison Avenue
- East/West Alley from 3<sup>rd</sup> to 4<sup>th</sup>, between Hill Avenue and Teller Avenue
- East/West Alley from 4<sup>th</sup> to 5<sup>th</sup>, between Colorado Avenue and Ute Avenue
- East/West Alley from 11<sup>th</sup> to 12<sup>th</sup>, between Grand Avenue and Ouray Avenue
- East/West Alley from 12<sup>th</sup> to 13<sup>th</sup>, between Kennedy Avenue and Bunting Avenue
- East/West Alley from 15<sup>th</sup> to 16<sup>th</sup>, between Hall Avenue and Texas Avenue
- “T” shaped Alley from 7<sup>th</sup> to Cannell, between Kennedy Avenue and Bunting Avenue

A public hearing is scheduled for October 16<sup>th</sup>, 2002

**Budget:**

2002 Alley Budget	\$346,000
Carry in from 2001 Budget	\$ 65,000
Estimated Cost to construct 2002 Phase A Alleys	\$397,290
Estimated Balance	\$ 13,710

**Action Requested/Recommendation:** Review and adopt proposed Resolution.

**Attachments:** 1) Resolution, 2) Notice of Hearing, 3) Summary Sheets  
4) Maps

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

The first reading of the proposed Assessing Ordinance is scheduled for the September 18<sup>th</sup> Council meeting. The second reading and public hearing is scheduled for the October 16<sup>th</sup> Council meeting. The published assessable costs include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by November 18, 2002. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining principal balance.

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

**APPROVING AND ACCEPTING THE IMPROVEMENTS  
CONNECTED WITH ALLEY IMPROVEMENT DISTRICT  
NO. ST-02**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Alley Improvement District No. ST-02; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Alley Improvement District No. ST-02, and apportioning the same upon each lot or tract of land to be assessed for the same.

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

1. That the improvements connected therewith in said District be, and the same are hereby approved and accepted; that said statement be, and the same is hereby approved and accepted as the statement of the assessable cost of the improvements of said Alley Improvement District No. ST-02;
2. That the same be apportioned on each lot or tract of land to be assessed for the same;
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

## NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for October 16<sup>th</sup>, 2002, at 7:30 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the District of lands known as Alley Improvement District No. ST-02, and all persons interested therein as follows:

That the improvements in and for said District ST-02, which are authorized by and in accordance with the terms and provisions of Resolution No. 99-01 passed and adopted on the 3<sup>rd</sup> day of October, 2001, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local Alley improvement District to be known as Improvement District No. ST-02, with the terms and provisions of Resolution No. 113-01 passed and adopted on the 7<sup>th</sup> day of November, 2001, creating and establishing said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

The City has inspected and accepted the condition of the improvements installed. The amount to be assessed from those properties benefiting from the improvements is \$98,864.26. Said amount including six percent (6%) for cost of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements, and that the owner(s) so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals;

That any complaints or objections that may be made in writing by the said owner or owners of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice will be heard and determined by the said City Council at a public hearing on Wednesday, October 16<sup>th</sup>, 2002, at 7:30 p.m. in the City/County Auditorium, 520 Rood Avenue, Grand Junction, Colorado, before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively as by law provided;

That the sum of \$98,864.26 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

**11<sup>TH</sup> TO 12<sup>TH</sup>, GRAND TO OURAY:**

TAX SCHEDULE NO.: 2945-141-42-001 LEGAL DESCRIPTION: Lots 1 & 2, Block 67,  
City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-002 LEGAL DESCRIPTION: Lots 3 & 4, Block 67,  
City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-003 LEGAL DESCRIPTION: Lots 5 & 6, Block 67,  
City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-004 LEGAL DESCRIPTION: Lots 7 & 8, Block 67,  
City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-005 LEGAL DESCRIPTION: Lots 9 & 10, Block 67,  
City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-006 LEGAL DESCRIPTION: Lots 11 & 12, Block  
67, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-007 LEGAL DESCRIPTION: Lots 13 & 14, Block  
67, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-009 LEGAL DESCRIPTION: Lots 15 & 16, Block  
67, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-008 LEGAL DESCRIPTION: Lot 17, Block 67, City  
of Grand Junction.

ASSESSMENT..... \$ 433.75

TAX SCHEDULE NO.: 2945-141-42-019 LEGAL DESCRIPTION: Lots 33 & 34, Block  
67, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-010 LEGAL DESCRIPTION: West ½ of Lot 31 & all of Lot 32, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 318.00

TAX SCHEDULE NO.: 2945-141-42-011 LEGAL DESCRIPTION: Lot 30 & east ½ of Lot 31, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 318.00

TAX SCHEDULE NO.: 2945-141-42-012 LEGAL DESCRIPTION: Lots 28 & 29, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-013 LEGAL DESCRIPTION: Lots 26 & 27, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-014 LEGAL DESCRIPTION: Lots 24 & 25, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-015 LEGAL DESCRIPTION: Lots 22 & 23, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-016 LEGAL DESCRIPTION: Lots 20 & 21, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-141-42-017 LEGAL DESCRIPTION: North ½ of Lots 18 & 19, Block 67, City of Grand Junction.  
ASSESSMENT..... \$ 645.75

**12<sup>TH</sup> TO 13<sup>TH</sup>, BUNTING TO KENNEDY:**

TAX SCHEDULE NO.: 2945-123-18-002 LEGAL DESCRIPTION: South ½ of Lots 1 through 5 inclusive, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 1,987.50

TAX SCHEDULE NO.: 2945-123-18-003 LEGAL DESCRIPTION: Lots 6 & 7, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-18-004 LEGAL DESCRIPTION: Lots 8 & 9, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-123-18-005 LEGAL DESCRIPTION: Lots 10 & 11, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-123-18-006 LEGAL DESCRIPTION: Lots 12 & 13, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-123-18-007 LEGAL DESCRIPTION: Lots 16 & 17, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-18-008 LEGAL DESCRIPTION: Lots 14 & 15, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-123-18-009 LEGAL DESCRIPTION: North ½ of Lots 31 through 34, inclusive, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 1,590.00

TAX SCHEDULE NO.: 2945-123-18-011 LEGAL DESCRIPTION: Lots 28, 29 & 30, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 1,192.50

TAX SCHEDULE NO.: 2945-123-18-012 LEGAL DESCRIPTION: Lots 26 & 27, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-18-013 LEGAL DESCRIPTION: Lots 24 & 25, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-18-014 LEGAL DESCRIPTION: Lots 22 & 23, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-18-015 LEGAL DESCRIPTION: Lots 20 & 21, Block 3, Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00



TAX SCHEDULE NO.: 2945-123-18-016 LEGAL DESCRIPTION: Lots 18 & 19, Block 3,  
Henderson Heights Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

**15<sup>TH</sup> TO 16<sup>TH</sup>, TEXAS TO HALL:**

TAX SCHEDULE NO.: 2945-123-06-002 LEGAL DESCRIPTION: Lot 1, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 634.73

TAX SCHEDULE NO.: 2945-123-06-001 LEGAL DESCRIPTION: Lot 8, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 612.26

TAX SCHEDULE NO.: 2945-123-06-003 LEGAL DESCRIPTION: Lot 2, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 627.52

TAX SCHEDULE NO.: 2945-123-06-004 LEGAL DESCRIPTION: Lot 7, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 627.52

TAX SCHEDULE NO.: 2945-123-06-005 LEGAL DESCRIPTION: Lot 6, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 551.20

TAX SCHEDULE NO.: 2945-123-06-006 LEGAL DESCRIPTION: Lot 3, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 551.20

TAX SCHEDULE NO.: 2945-123-06-007 LEGAL DESCRIPTION: Lot 4, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 636.00

TAX SCHEDULE NO.: 2945-123-06-008 LEGAL DESCRIPTION: Lot 5, Block 2,  
Sunnyvale Acres, City of Grand Junction.  
ASSESSMENT..... \$ 612.26

TAX SCHEDULE NO.: 2945-123-06-009 LEGAL DESCRIPTION: Lot 1, Avalon  
Gardens Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 551.20

TAX SCHEDULE NO.: 2945-123-06-010 LEGAL DESCRIPTION: Lot 8, Avalon Gardens Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 551.20

TAX SCHEDULE NO.: 2945-123-06-011 LEGAL DESCRIPTION: Lot 2, Avalon Gardens Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 491.84

TAX SCHEDULE NO.: 2945-123-06-012 LEGAL DESCRIPTION: North 55 ft. of Lot 7, Avalon Gardens Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 491.84

TAX SCHEDULE NO.: 2945-123-06-013 LEGAL DESCRIPTION: Lot 3, Avalon Gardens Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 440.96

TAX SCHEDULE NO.: 2945-123-06-014 LEGAL DESCRIPTION: Lot 4, Avalon Gardens Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 466.40

TAX SCHEDULE NO.: 2945-123-06-015 LEGAL DESCRIPTION: Lot 5, Avalon Gardens Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 466.40

TAX SCHEDULE NO.: 2945-123-06-017 LEGAL DESCRIPTION: Lot 3, Belaire Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 381.60

TAX SCHEDULE NO.: 2945-123-06-019 LEGAL DESCRIPTION: Lot 4, Belaire Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 381.60

TAX SCHEDULE NO.: 2945-123-06-020 LEGAL DESCRIPTION: Lot 6 & the south 3 ft. of Lot 7, Avalon Gardens, City of Grand Junction.

ASSESSMENT..... \$ 440.96

TAX SCHEDULE NO.: 2945-123-06-022 LEGAL DESCRIPTION: North 49 ft. of Lot 1, Belaire Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-123-06-021 LEGAL DESCRIPTION: Lot 2 & the south 1 ft. of Lot 1, Belaire Subdivision, City of Grand Junction.

ASSESSMENT..... \$ 339.20

**2<sup>ND</sup> TO 3<sup>RD</sup>, GUNNISON TO HILL:**

TAX SCHEDULE NO.: 2945-142-23-001 LEGAL DESCRIPTION: Lots 1 & 2, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-002 LEGAL DESCRIPTION: Lots 3 & 4, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-003 LEGAL DESCRIPTION: Lots 5 & 6, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-004 LEGAL DESCRIPTION: Lots 7 & 8, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-005 LEGAL DESCRIPTION: Lots 9 & 10, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-006 LEGAL DESCRIPTION: Lots 11 & 12, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-008 LEGAL DESCRIPTION: South ½ of Lots 13 through 16, inclusive, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 848.00

TAX SCHEDULE NO.: 2945-142-23-010 LEGAL DESCRIPTION: Lots 19 & 20, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-011 LEGAL DESCRIPTION: Lots 21 & 22, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-142-23-012 LEGAL DESCRIPTION: Lots 23 & 24, Block 35, City of Grand Junction.

ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-142-23-013 LEGAL DESCRIPTION: Lots 25 & 26, Block 35, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-142-23-014 LEGAL DESCRIPTION: Lots 27 & 28, Block 35, City of Grand Junction.  
ASSESSMENT..... \$ 795.00

TAX SCHEDULE NO.: 2945-142-23-015 LEGAL DESCRIPTION: Lots 29 & 30, Block 35, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-016 LEGAL DESCRIPTION: Lots 31 & 32, Block 35, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-23-017 LEGAL DESCRIPTION: North 78.1 ft. of Lots 17 & 18, Block 35, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

**3<sup>rd</sup> to 4<sup>th</sup>, HILL TO TELLER:**

TAX SCHEDULE NO.: 2945-142-15-001 LEGAL DESCRIPTION: Lots 1 & 2, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-002 LEGAL DESCRIPTION: Lots 3 & 4, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-003 LEGAL DESCRIPTION: Lots 5 & 6, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.24

TAX SCHEDULE NO.: 2945-142-15-004 LEGAL DESCRIPTION: Lots 7 & 8, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-005 LEGAL DESCRIPTION: Lots 9 & 10, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-007 LEGAL DESCRIPTION: Lots 11 & 12, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-008 LEGAL DESCRIPTION: South ½ of Lots 13 through 16, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 848.00

TAX SCHEDULE NO.: 2945-142-15-009 LEGAL DESCRIPTION: Lots 17 & 18, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-010 LEGAL DESCRIPTION: Lots 19 & 20, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-011 LEGAL DESCRIPTION: Lots 21 & 22, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-012 LEGAL DESCRIPTION: Lots 23 & 24, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-013 LEGAL DESCRIPTION: Lots 25 & 26, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-014 LEGAL DESCRIPTION: Lots 27 & 28, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-015 LEGAL DESCRIPTION: Lots 29 & 30, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

TAX SCHEDULE NO.: 2945-142-15-016 LEGAL DESCRIPTION: Lots 31 & 32, Block 31, City of Grand Junction.  
ASSESSMENT..... \$ 424.00

**4<sup>th</sup> to 5<sup>th</sup>, COLORADO TO UTE:**

TAX SCHEDULE NO.: 2945-143-28-011 LEGAL DESCRIPTION: Lot 9 except the west 6.5 inches, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 816.72

TAX SCHEDULE NO.: 2945-143-28-012 LEGAL DESCRIPTION: Lot 10, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 834.75

TAX SCHEDULE NO.: 2945-143-28-013 LEGAL DESCRIPTION: Lots 12 & 13, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 1,669.50

TAX SCHEDULE NO.: 2945-143-28-014 LEGAL DESCRIPTION: Lot 11, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 834.75

TAX SCHEDULE NO.: 2945-143-28-015 LEGAL DESCRIPTION: Lots 1, 2 & 3 Block 125, City of Grand Junction.

ASSESSMENT..... \$ 2,504.25

TAX SCHEDULE NO.: 2945-143-28-003 LEGAL DESCRIPTION: Lot 7, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 834.75

TAX SCHEDULE NO.: 2945-143-28-006 LEGAL DESCRIPTION: Lots 14, 15 & 16, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 2,504.25

TAX SCHEDULE NO.: 2945-143-28-948 LEGAL DESCRIPTION: Lots 4, 5 & 6, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 2,504.25

TAX SCHEDULE NO.: 2945-143-28-010 LEGAL DESCRIPTION: Lot 8 and the west 6.5 inches of Lot 9, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 852.78

TAX SCHEDULE NO.: 2945-143-28-998 LEGAL DESCRIPTION: Lots 17 through 24, inclusive, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 6,678.00

TAX SCHEDULE NO.: 2945-143-28-991 LEGAL DESCRIPTION: Lots 25 through 32, inclusive, Block 125, City of Grand Junction.

ASSESSMENT..... \$ 6,678.00

**7<sup>TH</sup> to CANNELL, KENNEDY TO BUNTING:**

TAX SCHEDULE NO.: 2945-114-15-002 LEGAL DESCRIPTION: Lots 5 & 6, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 2,071.29

TAX SCHEDULE NO.: 2945-114-15-003 LEGAL DESCRIPTION: Lot 7, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 1,017.60

TAX SCHEDULE NO.: 2945-114-15-004 LEGAL DESCRIPTION: Lot 8, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-005 LEGAL DESCRIPTION: Lot 9, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-006 LEGAL DESCRIPTION: Lot 10, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-007 LEGAL DESCRIPTION: Lot 11, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-008 LEGAL DESCRIPTION: Lot 12, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-009 LEGAL DESCRIPTION: Lot 13, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-010 LEGAL DESCRIPTION: Lot 14, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-011 LEGAL DESCRIPTION: Lot 15, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-012 LEGAL DESCRIPTION: Lot 16, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-013 LEGAL DESCRIPTION: Lot 17, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 561.97

TAX SCHEDULE NO.: 2945-114-15-014 LEGAL DESCRIPTION: Lot 18, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 565.36

TAX SCHEDULE NO.: 2945-114-15-015 LEGAL DESCRIPTION: Lot 19, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-016 LEGAL DESCRIPTION: Lot 20, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-017 LEGAL DESCRIPTION: Lot 21, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-018 LEGAL DESCRIPTION: Lot 22, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-019 LEGAL DESCRIPTION: Lot 23, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-020 LEGAL DESCRIPTION: Lot 24, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-021 LEGAL DESCRIPTION: Lot 25, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72



TAX SCHEDULE NO.: 2945-114-15-022 LEGAL DESCRIPTION: Lot 26, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-023 LEGAL DESCRIPTION: Lot 27, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-024 LEGAL DESCRIPTION: Lot 28, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 1,017.60

TAX SCHEDULE NO.: 2945-114-15-025 LEGAL DESCRIPTION: Lot 29, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 542.72

TAX SCHEDULE NO.: 2945-114-15-026 LEGAL DESCRIPTION: Lot 30, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 2,329.03

TAX SCHEDULE NO.: 2945-114-15-951 LEGAL DESCRIPTION: Lots 1,2 & 3, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 6,181.50

TAX SCHEDULE NO.: 2945-114-15-980 LEGAL DESCRIPTION: East 53.6 ft. of Lot 4, Block 2, Rose Park Subdivision, City of Grand Junction.  
ASSESSMENT..... \$ 3,452.86

Dated at Grand Junction, Colorado, this 4<sup>th</sup> day of September, 2002.

BY ORDER OF THE CITY COUNCIL,  
CITY OF GRAND JUNCTION, COLORADO

By: \_\_\_\_\_  
City Clerk

PASSED and ADOPTED this 4th day of September, 2002.

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

Attest:  
\_\_\_\_\_  
City Clerk

# SUMMARY SHEET

## PROPOSED ALLEY IMPROVEMENT DISTRICT

### 2<sup>ND</sup> STREET TO 3<sup>RD</sup> STREET GUNNISON AVENUE TO HILL AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
MICHAEL & MARCELLA VASQUEZ	50.00	\$ 8.00	\$ 400.00
• JASON & KARALEE PARSONS	50.00	\$ 8.00	\$ 400.00
• ROBERT MCGEE	50.00	\$ 8.00	\$ 400.00
• DONALD & BONNIE DAVIS	50.00	\$ 8.00	\$ 400.00
• ROBERT & EDWARD SMITHSON	50.00	\$ 8.00	\$ 400.00
DAVID & WENDY JEFFERS	50.00	\$ 8.00	\$ 400.00
ELUID & THELMA ARCHULETA	100.00	\$ 8.00	\$ 800.00
• SEAN & TERRY LARVENZ	50.00	\$ 8.00	\$ 400.00
LARRY LOY	50.00	\$15.00	\$ 750.00
MARIA SERAFINO-NOBLE	50.00	\$15.00	\$ 750.00
• GEORGE & CLARA BLANKA	50.00	\$15.00	\$ 750.00
• ALFONSO & LAURA ALIVA	50.00	\$15.00	\$ 750.00
ADAM BUNIGER & AMIE BURNS	50.00	\$ 8.00	\$ 400.00
• AARON & KAREN DEROSE	50.00	\$ 8.00	\$ 400.00
• BOB FAITH	50.00	\$ 8.00	<u>\$ 400.00</u>
<b>TOTAL</b>			<b>\$7,800.00</b>
ASSESSABLE FOOTAGE	800.00		

Estimated Cost to Construct                      \$ 42,750.00

Absolute Cost to Owners                              \$ 7,800.00

Estimated Cost to City                                \$ 34,950.00

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

- Indicates Property Owners Signing Petition = 9/15 or 60% of Owners & 56% of Abutting Footage

**SUMMARY SHEET**

**PROPOSED ALLEY IMPROVEMENT DISTRICT**

**3<sup>RD</sup> STREET TO 4<sup>TH</sup> STREET  
HILL AVENUE TO TELLER AVENUE**

<b>OWNER</b>	<b>FOOTAGE</b>	<b>COST/FOOT</b>	<b>ASSESSMENT</b>
• RICHARD TRAFTON	50.00	\$ 8.00	\$ 400.00
• EDWARD & LOUISE WESTERMIRE	50.00	\$ 8.00	\$ 400.00
ELIZABETH MARKS	50.00	\$ 8.00	\$ 400.00
SAM HAMER & AMY GUY	50.00	\$ 8.00	\$ 400.00
ELSIE DUTCHVOER	50.00	\$ 8.00	\$ 400.00
• TRACEY & YVONNE CLARK	50.00	\$ 8.00	\$ 400.00
• BETHANY HALL	100.00	\$ 8.00	\$ 800.00
• MARVIN & ELEANORE WALWORTH	50.00	\$ 8.00	\$ 400.00
• MADGE & LORNA BOWERSOX	50.00	\$ 8.00	\$ 400.00
• MARTHA EVANS & AMBER BENSON	50.00	\$ 8.00	\$ 400.00
JEFFERY STOCKER & APRIL GRAHAM	50.00	\$ 8.00	\$ 400.00
MARTHA MURPHY	50.00	\$ 8.00	\$ 400.00
• HAROLD HARRIS	50.00	\$ 8.00	\$ 400.00
• SUSAN POWERS	50.00	\$ 8.00	\$ 400.00
• NOEL & MARY WELCH	50.00	\$ 8.00	\$ 400.00
TOTAL			\$6,400.00
ASSESSABLE FOOTAGE	800.00		

Estimated Cost to Construct                      \$ 42,750.00

Absolute Cost to Owners                             \$ 6,400.00

Estimated Cost to City                                \$ 36,350.00

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

- Indicates Property Owners Signing Petition = 10/15 or 67% of Owners & 69% of Abutting Footage

**SUMMARY SHEET**

**PROPOSED ALLEY IMPROVEMENT DISTRICT**

**4<sup>TH</sup> STREET TO 5<sup>TH</sup> STREET  
COLORADO AVENUE TO UTE AVENUE**

<b>OWNER</b>	<b>FOOTAGE</b>	<b>COST/FOOT</b>	<b>ASSESSMENT</b>
• DONNA & ROLLIN BITTING	24.46	\$31.50	\$ 770.49
• DONNA & ROLLIN BITTING	25.00	\$31.50	\$ 787.50
DALE & EVA PARK	50.00	\$31.50	\$1,575.00
• JOHN & MARIE WOHLFAHRT	25.00	\$31.50	\$ 787.50
BILLY & PATRICIA THOMPSON	75.00	\$31.50	\$2,362.50
JOANNE COSTANZO	25.00	\$31.50	\$ 787.50
WILLFRED SHEETZ	75.00	\$31.50	\$2,362.50
• DOWNTOWN DEVELOPMENT AUTHORITY	75.00	\$31.50	\$2,362.50
GEORGE & MONIKA TODD	25.54	\$31.50	\$ 804.51
• MUSEUM OF WESTERN COLORADO	200.00	\$31.50	\$6,300.00
• MUSEUM OF WESTERN COLORADO	200.00	\$31.50	<u>\$6,300.00</u>
<b>TOTAL</b>			\$25,200.00
ASSESSABLE FOOTAGE	800.00		

Estimated Cost to Construct	\$ 42,750.00
Absolute Cost to Owners	<u>\$ 25,200.00</u>
Estimated Cost to City	\$ 17,550.00

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

- Indicates Property Owners Signing Petition = 6/11 or 55% of Owners & 69% of Abutting Footage

## SUMMARY SHEET

### PROPOSED ALLEY IMPROVEMENT DISTRICT 7<sup>TH</sup> STREET TO CANNELL AVENUE BUNTING AVENUE TO KENNEDY AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
THEODORE & LINDA KOEMAN	130.27	\$15.00	\$1,954.05
KIMBERLY LYNCH	64.00	\$15.00	\$ 960.00
DOROTHY STORTZ	64.00	\$ 8.00	\$ 512.00
• BARBARA GALE	64.00	\$ 8.00	\$ 512.00
• NORVAL & D. LARSEN	64.00	\$ 8.00	\$ 512.00
SHARON KOCH	64.00	\$ 8.00	\$ 512.00
• CHARLES & V. WHITT	64.00	\$ 8.00	\$ 512.00
• CHARLES & E. HOWARD	64.00	\$ 8.00	\$ 512.00
• SIGRID CARLSON	64.00	\$ 8.00	\$ 512.00
• CHRISTOPHER & TAMARA KOCH	64.00	\$ 8.00	\$ 512.00
MICHAEL & NANCY DERMODY	64.00	\$ 8.00	\$ 512.00
MARIEL OBERLING	66.27	\$ 8.00	\$ 530.16
LESTER LANDRY, et.al.	66.67	\$ 8.00	\$ 533.36
LOUIE & PHYLLIS BARSLUND	64.00	\$ 8.00	\$ 512.00
• CHARLES & PATRICIA DOSS	64.00	\$ 8.00	\$ 512.00
DEL ADOLF, et. al.	64.00	\$ 8.00	\$ 512.00
• JANET MUYSKENS (Trustee)	64.00	\$ 8.00	\$ 512.00
• RICHARD BROADHEAD	64.00	\$ 8.00	\$ 512.00
• ADELE CUMMINGS	64.00	\$ 8.00	\$ 512.00
• MARJORY MOON	64.00	\$ 8.00	\$ 512.00
• BRIAN & JOHN HUFF	64.00	\$ 8.00	\$ 512.00
• ROXANA & JOHN WOLCOTT	64.00	\$ 8.00	\$ 512.00
• DOROTHY JACKSON & D. AUBREY (Trustees)	64.00	\$15.00	\$ 960.00
• WILMA RESS (Trustee)	64.00	\$ 8.00	\$ 512.00
CRISS OTTO & CARYN PENN	146.48	\$15.00	\$2,197.20
AMERICAN LUTHERN CHURCH	185.13	\$31.50	\$5,831.60
AMERICAN LUTHERN CHURCH	103.41	\$31.50	\$3,257.42
TOTAL			\$25,951.79
ASSESSABLE FOOTAGE	2,042.23		

Estimated Cost to Construct                      \$ 114,045.60

Absolute Cost to Owners                            \$ 25,951.79

Estimated Cost to City                              \$ 88,093.81

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

- Indicates Property Owners Signing Petition = 15/27 or 56% of Owners & 47% of Abutting Footage

## SUMMARY SHEET

### PROPOSED ALLEY IMPROVEMENT DISTRICT

#### 11<sup>TH</sup> STREET TO 12<sup>TH</sup> STREET GRAND AVENUE TO OURAY AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• PENNY HILLS	50.00	\$8.00	\$400.00
MICHAEL & JOAN MESARCH	50.00	\$8.00	\$400.00
• BRAD & PAM FERGUSON	50.00	\$8.00	\$400.00
JANET NEILSON & JOHN BALLANTYNE	50.00	\$8.00	\$400.00
• CHRISTINE GRAY	50.00	\$8.00	\$400.00
• PAM BOWKER	50.00	\$8.00	\$400.00
ANDRES ASIAN & ELIZABETH COLLINS	50.00	\$8.00	\$400.00
• CHRISTOPHER KRABACHER	50.00	\$8.00	\$400.00
• LORA & BURTON BURCKHALTER	50.15	\$8.00	\$400.00
LILLIAN HOUGH (TRUSTEE)	50.00	\$8.00	\$409.20
VERONICA MOSS	37.50	\$8.00	\$300.00
• VERLYN ROSS	37.50	\$8.00	\$300.00
• HAL & JULIE SANBERG	50.00	\$8.00	\$400.00
LINCOLN HUNT	50.00	\$8.00	\$400.00
• SHAWN HART & JENNIFER DAVIS	50.00	\$8.00	\$400.00
• RALPH & BRIGITTE POWER	50.00	\$8.00	\$400.00
HARRY & ETHEL BUTLER	50.00	\$8.00	\$400.00
TERRY DOEKSEN	76.15	\$8.00	\$609.20
<b>TOTAL</b>			<b>\$7,218.40</b>
ASSESSABLE FOOTAGE	902.30		

Estimated Cost to Construct   \$ 47,595.00

Absolute Cost to Owners   \$ 7,218.40

Estimated Cost to City   \$ 40,376.60

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

- Indicates Property Owners Signing Petition = 10/18 or 56% of Owners & 54% of Abutting Footage

# SUMMARY SHEET

## PROPOSED ALLEY IMPROVEMENT DISTRICT

### 12<sup>TH</sup> STREET TO 13<sup>TH</sup> STREET

### BUNTING AVENUE TO KENNEDY AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• CHRIS & JULIE SUSEMIHL	125.00	\$15.00	\$1,875.00
• TERRY & CHRISTIE RUCKMAN	50.00	\$15.00	\$ 750.00
MARK AESCHILIMANN	50.00	\$ 8.00	\$ 400.00
G. GONZALES	50.00	\$ 8.00	\$ 400.00
• MARY MCCANDLESS	50.00	\$ 8.00	\$ 400.00
• RICHARD COOPER	50.00	\$15.00	\$ 750.00
• DAVID WARD	50.00	\$ 8.00	\$ 400.00
DONNA BELTZ	100.00	\$15.00	\$1,500.00
JAMES & BONNIE KARP	75.00	\$15.00	\$1,125.00
JAMES & ANDREA PENDLETON	50.00	\$15.00	\$ 750.00
• KIASSEL UNITS, LLC	50.00	\$15.00	\$ 750.00
• CARL STRIPPEL	50.00	\$15.00	\$ 750.00
• CARL STRIPPEL	50.00	\$ 8.00	\$ 400.00
• WALTER & BETTY ROLES	50.00	\$ 8.00	\$ 400.00
TOTAL			\$10,650.00
ASSESSABLE FOOTAGE	850.00		

Estimated Cost to Construct \$ 45,125.00

Absolute Cost to Owners \$ 10,650.00

Estimated Cost to City \$ 34,475.00

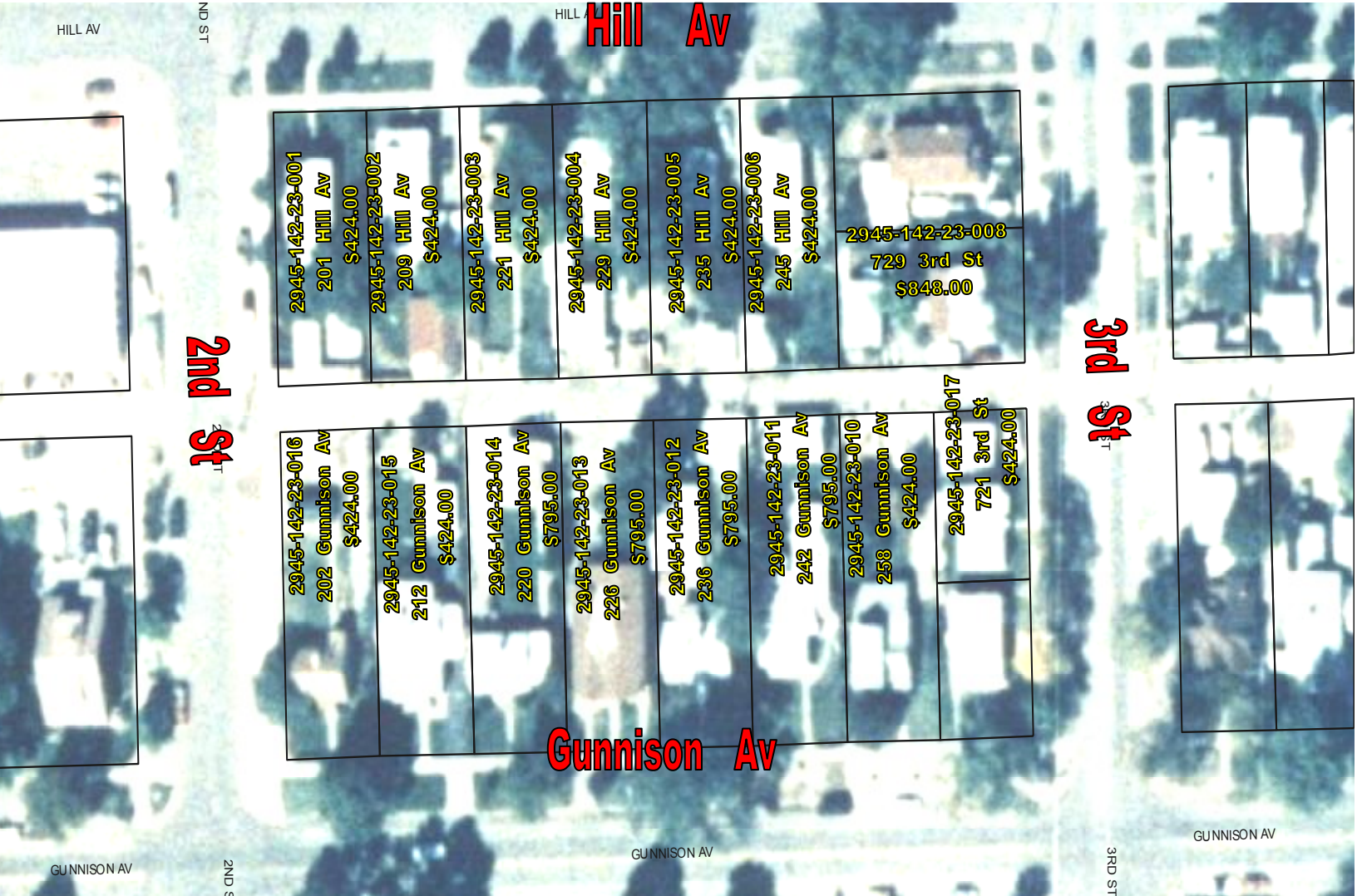
Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

- Indicates Property Owners Signing Petition = 9/14 or 64% of Owners & 62% of Abutting Footage

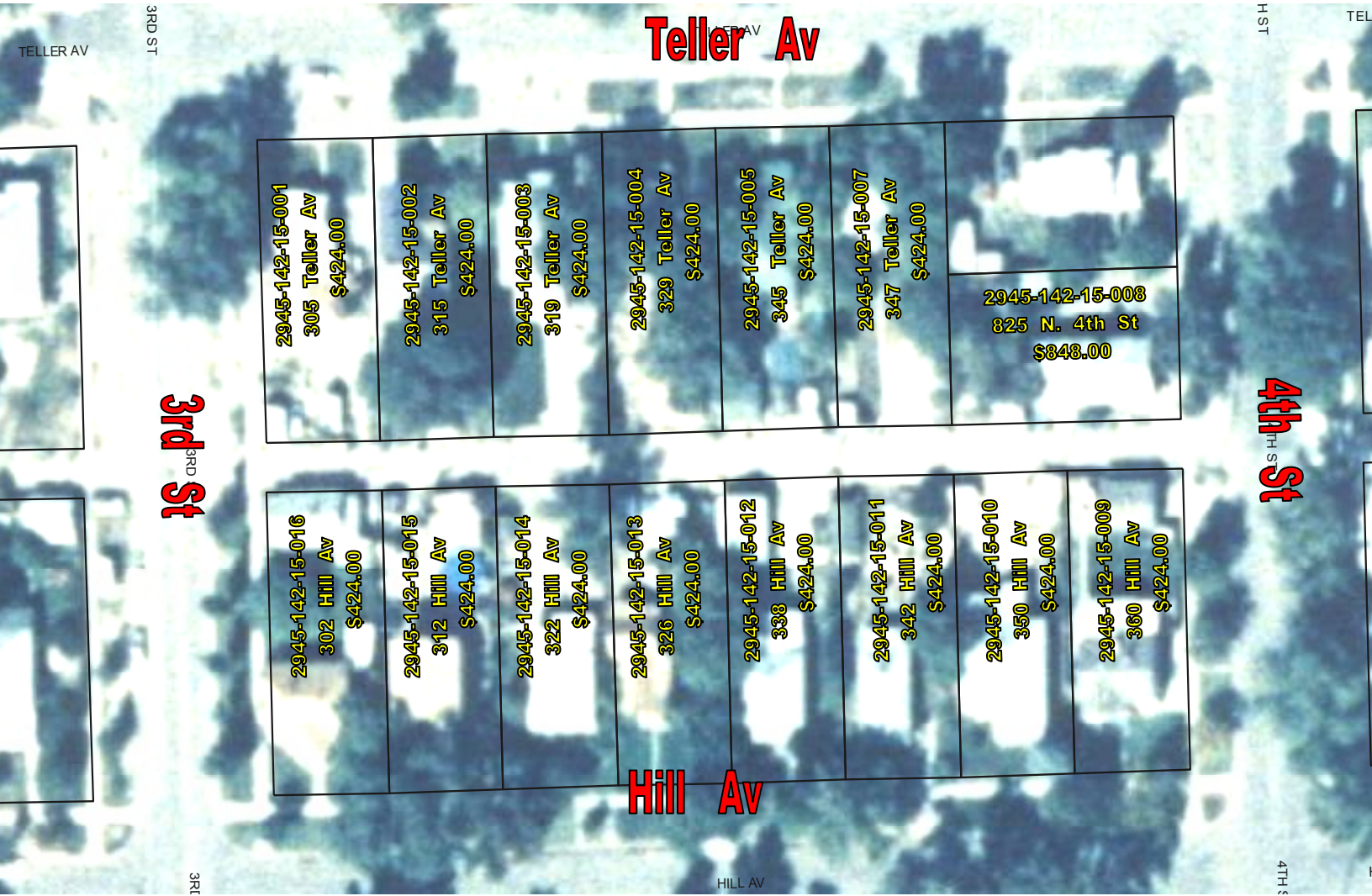




# 2nd to 3rd, Hill Av to Gunnison Av



# 3rd to 4th, Hill Av to Teller Av



**3rd St**

**4th St**

2945-142-15-016 302 Hill Av \$424.00	2945-142-15-001 305 Teller Av \$424.00
2945-142-15-015 312 Hill Av \$424.00	2945-142-15-002 315 Teller Av \$424.00
2945-142-15-014 322 Hill Av \$424.00	2945-142-15-003 319 Teller Av \$424.00
2945-142-15-013 326 Hill Av \$424.00	2945-142-15-004 329 Teller Av \$424.00
2945-142-15-012 338 Hill Av \$424.00	2945-142-15-005 345 Teller Av \$424.00
2945-142-15-011 342 Hill Av \$424.00	2945-142-15-007 347 Teller Av \$424.00
2945-142-15-010 350 Hill Av \$424.00	2945-142-15-008 825 N. 4th St \$848.00
2945-142-15-009 360 Hill Av \$424.00	

**Teller Av**

**Hill Av**

TELLER AV

3RD ST

HILL AV

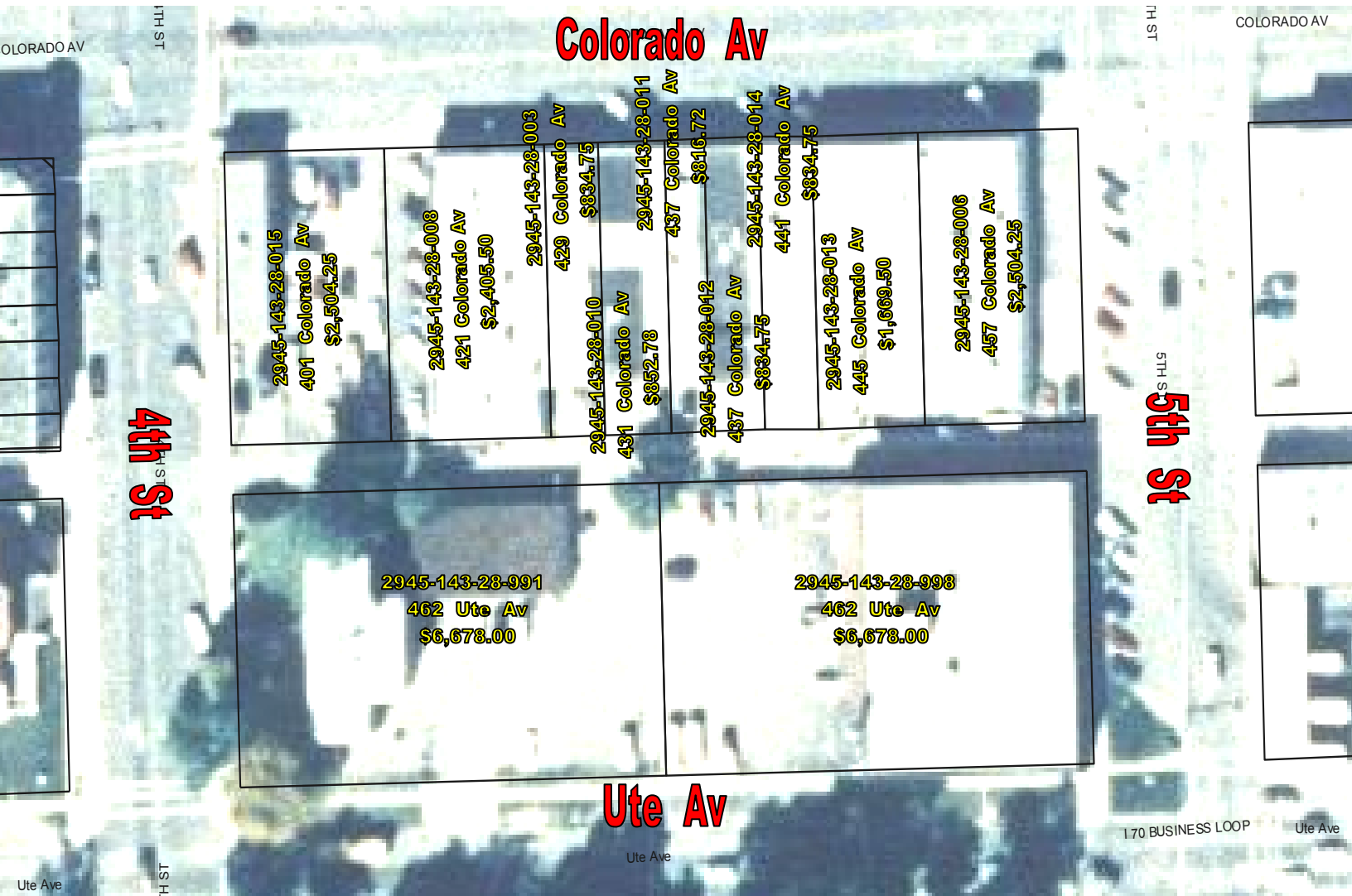
4TH ST

3RD ST

HILL AV

4TH ST

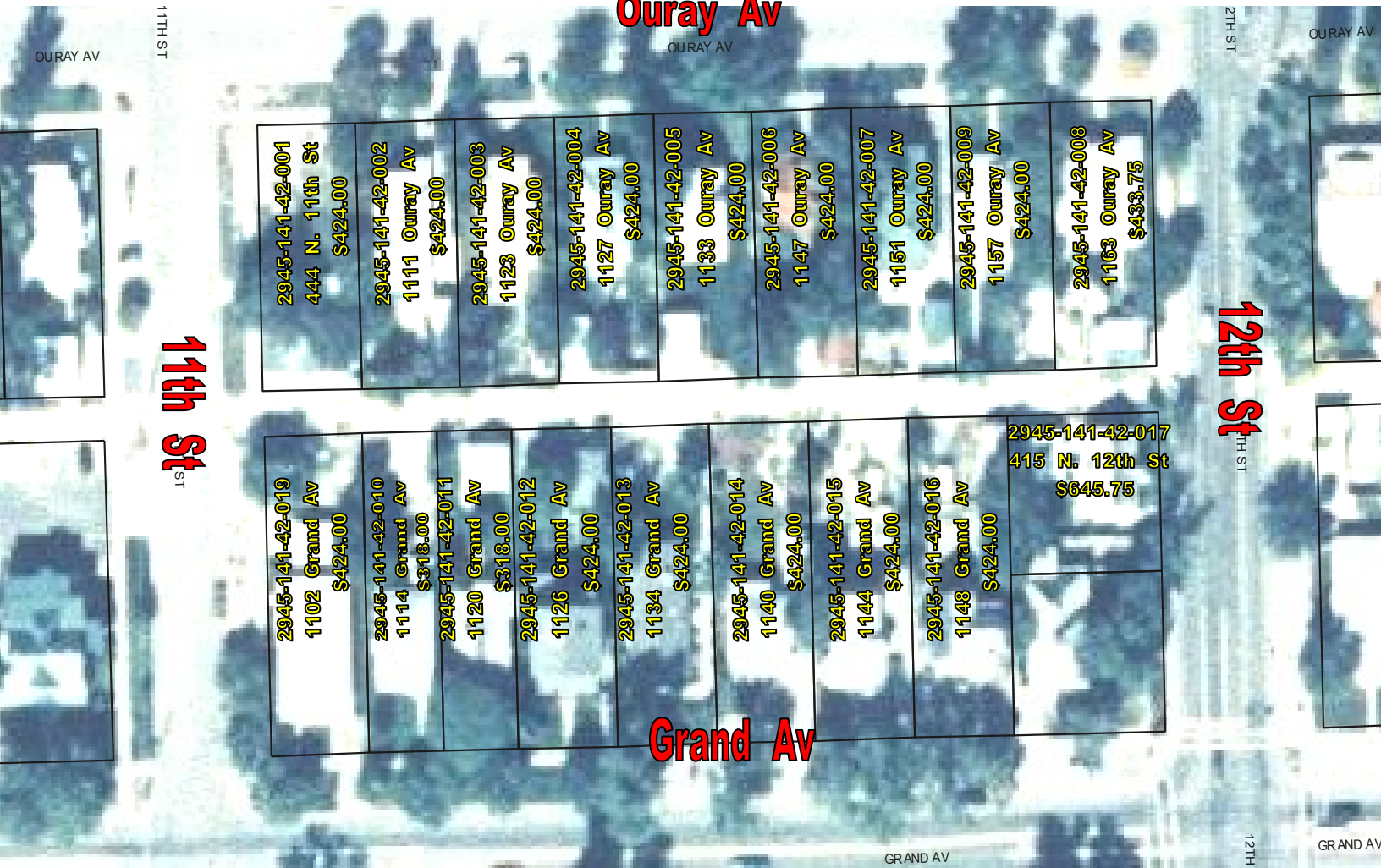
# 4th to 5th, Colorado to Ute



# 7th to Cannell, Bunting to Kennedy



# 11th to 12th, Grand to Ouray



**Ouray Av**

**11th St**

**12th St**

**Grand Av**

2945-141-42-001 444 N. 11th St \$424.00
2945-141-42-002 1111 Ouray Av \$424.00
2945-141-42-003 1123 Ouray Av \$424.00
2945-141-42-004 1127 Ouray Av \$424.00
2945-141-42-005 1133 Ouray Av \$424.00
2945-141-42-006 1147 Ouray Av \$424.00
2945-141-42-007 1151 Ouray Av \$424.00
2945-141-42-009 1157 Ouray Av \$424.00
2945-141-42-008 1163 Ouray Av \$433.75

2945-141-42-019 1102 Grand Av \$424.00	2945-141-42-017 415 N. 12th St \$645.75
2945-141-42-010 1114 Grand Av \$318.00	
2945-141-42-011 1120 Grand Av \$318.00	
2945-141-42-012 1126 Grand Av \$424.00	
2945-141-42-013 1134 Grand Av \$424.00	
2945-141-42-014 1140 Grand Av \$424.00	
2945-141-42-015 1144 Grand Av \$424.00	
2945-141-42-016 1148 Grand Av \$424.00	

# 12th to 13th, Kennedy to Bunting

## Kennedy Av

12th St

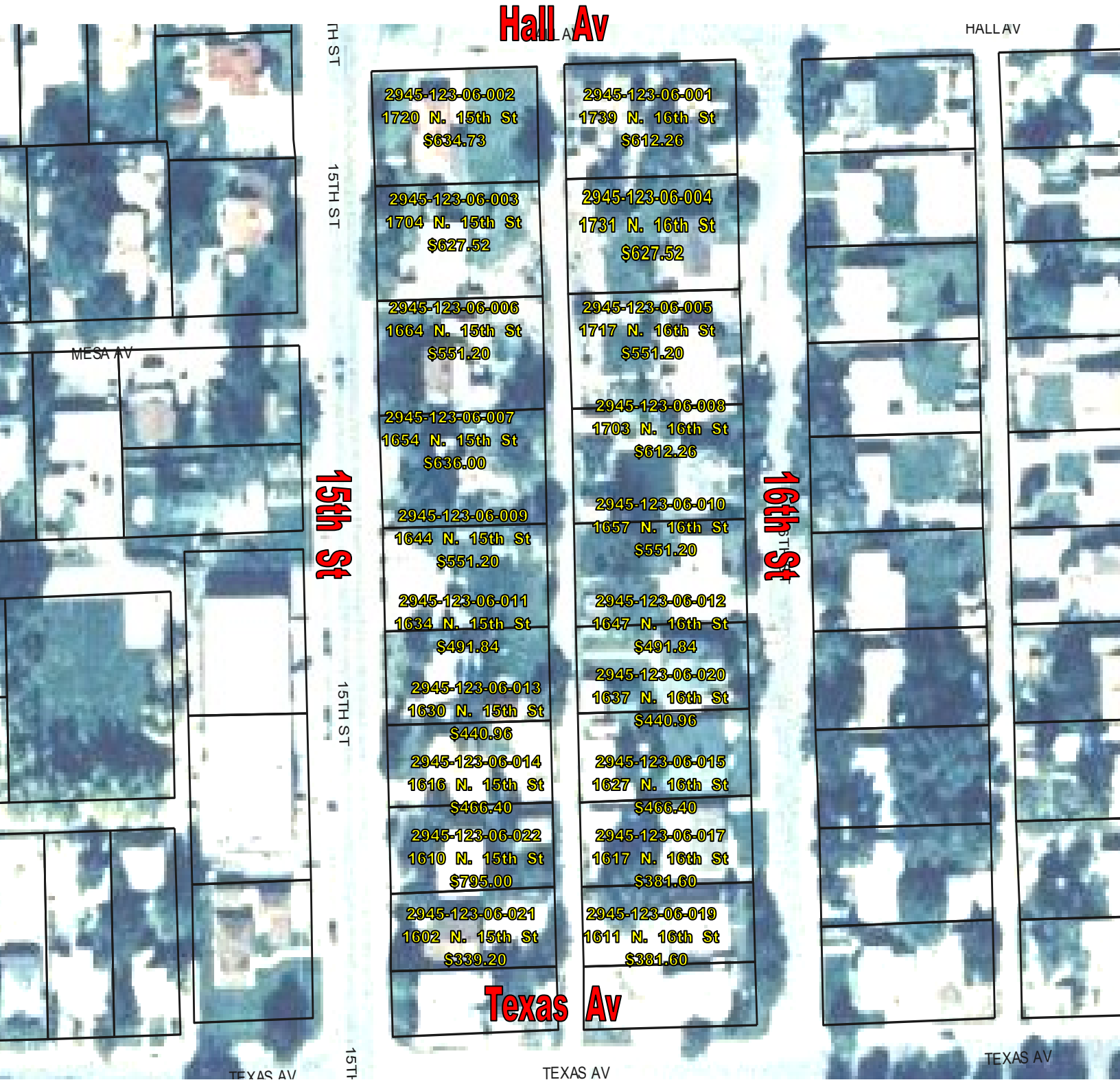
2945-123-18-002 1322 N. 12th St \$1,987.50	2945-123-18-003 1225 Kennedy Av 795.00	2945-123-18-004 1231 Kennedy Av \$424.00	2945-123-18-005 1235 Kennedy Av \$424.00	2945-123-18-006 1241 Kennedy Av \$424.00	2945-123-18-008 1245 Kennedy Av \$424.00	2945-123-18-007 1333 N. 12th St \$795.00
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13th St

2945-123-18-009 1310 N. 12th St \$1,590.00	2945-123-18-011 1224 Bunting Av \$1,192.50	2945-123-18-012 1236 Bunting Av \$795.00	2945-123-18-013 1240 Bunting Av \$795.00	2945-123-18-014 1248 Bunting Av \$795.00	2945-123-18-015 1254 Bunting Av \$424.00	2945-123-18-016 1260 Bunting Av \$424.00
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## Bunting Av

# 15th to 16th, Texas to Hall





**Attach 4**  
**Zoning the Gerick Annexation**  
**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>							
<b>Subject</b>		<b>Zoning the Gerick Annexation Located at 324 Quail Drive</b>					
<b>Meeting Date</b>		<b>September 4, 2002</b>					
<b>Date Prepared</b>		<b>August 21, 2002</b>			<b>File # ANX-2002-136</b>		
<b>Author</b>		<b>Ronnie Edwards</b>		<b>Associate Planner</b>			
<b>Presenter Name</b>		<b>Ronnie Edwards</b>		<b>Associate Planner</b>			
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>	
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Gerick Annexation is one parcel of land located at 324 Quail Drive. The petitioner is requesting a zone of Residential Single Family with a density not to exceed one unit per acre (RSF-1), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its August 13, 2002 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt the ordinance zoning the Gerick Annexation.

**Attachments:**

1. Staff Analysis
2. Annexation Map
3. Future Land Use Map
4. Zoning Ordinance

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		324 Quail Drive			
<b>Applicants:</b>		<b>Edwin and Elizabeth Gerick</b>			
<b>Existing Land Use:</b>		Single Family Residence			
<b>Proposed Land Use:</b>		Single Family Residence			
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential			
	<b>South</b>	<b>Single Family Residential</b>			
	<b>East</b>	<b>Single Family Residential</b>			
	<b>West</b>	<b>Single Family Residential</b>			
<b>Existing Zoning:</b>		<b>County RSF-4</b>			
<b>Proposed Zoning:</b>		<b>City RSF-1</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4			
	<b>South</b>	<b>PUD (Planned Unit Development)</b>			
	<b>East</b>	<b>PUD (Planned Unit Development)</b>			
	<b>West</b>	<b>County RSF-4</b>			
<b>Growth Plan Designation:</b>		<b>Residential Low (1/2 - 2 ac/du)</b>			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall 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. The proposed zoning of RSF-1 conforms to the Future Land Use Map.

**RSF-1 ZONE DISTRICT**

- The RSF-1 does conform to the recommended future land use on the Growth Plan Future Land Use map currently designated Residential Low (1/2 – 2 acres/du).
- Zoning this annexation with the RSF-1 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 residential single family zoning and uses.

**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 the 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 Mesa County zoning of RSF-4, Residential Single Family with a density not to exceed 4 units/acre, is not consistent with the current land use classification of Residential Low (1/2 – 2 ac/du) as shown on the Future Land Use Map of the Growth Plan.
- 2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;**  
The property is located in an area that is developing in a residential manner consistent with the Growth Plan. Surrounding subdivision development is consistent with the Growth Plan but inconsistent with the surrounding Mesa County zoning.
- 3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;**  
The requested rezone to RSF-1 is within the allowable density range recommended by the Growth Plan. The petitioner is proposing a two-lot subdivision on this 4.5293 acre parcel. The average lot size of surrounding lots range from .68 to 2.06 acres. There are 22 lots that are larger than the smallest lot the petitioner is proposing and 33 lots smaller. Therefore, the proposed zone of RSF-1 as well as the proposed subdivision, which conforms to the RSF-1 zone district, is compatible with the neighborhood and is consistent with surrounding land uses, thus creating no 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 uses in this particular area. The simple subdivision being created is equivalent to existing land use, lot size, and 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 and any new construction will require connection to sewer. Sewer trunk extension fees will be paid prior to recording of the proposed two-lot simple subdivision.

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 designation.
7. **The community or neighborhood will benefit from the proposed zone.** The proposed zone will benefit the neighborhood as it is allowing the subject property to be equivalent to surrounding area.

<b>GERICK ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2002-136</b>	
<b>Location:</b>	<b>324 Quail Drive</b>	
<b>Tax ID Number:</b>	<b>2947-354-05-012</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>1</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>4.5293 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>4.5293 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>None; See Map</b>	
<b>Previous County Zoning:</b>	<b>RSF-4</b>	
<b>Proposed City Zoning:</b>	<b>RSF-1</b>	
<b>Current Land Use:</b>	<b>Single Family Residence</b>	
<b>Future Land Use:</b>	<b>Single Family Residence</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 33,850</b>
	<b>Actual:</b>	<b>= \$ 369,830</b>
<b>Census Tract:</b>	<b>1401</b>	
<b>Address Ranges:</b>	<b>318 to 324 Quail Drive</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water District</b>

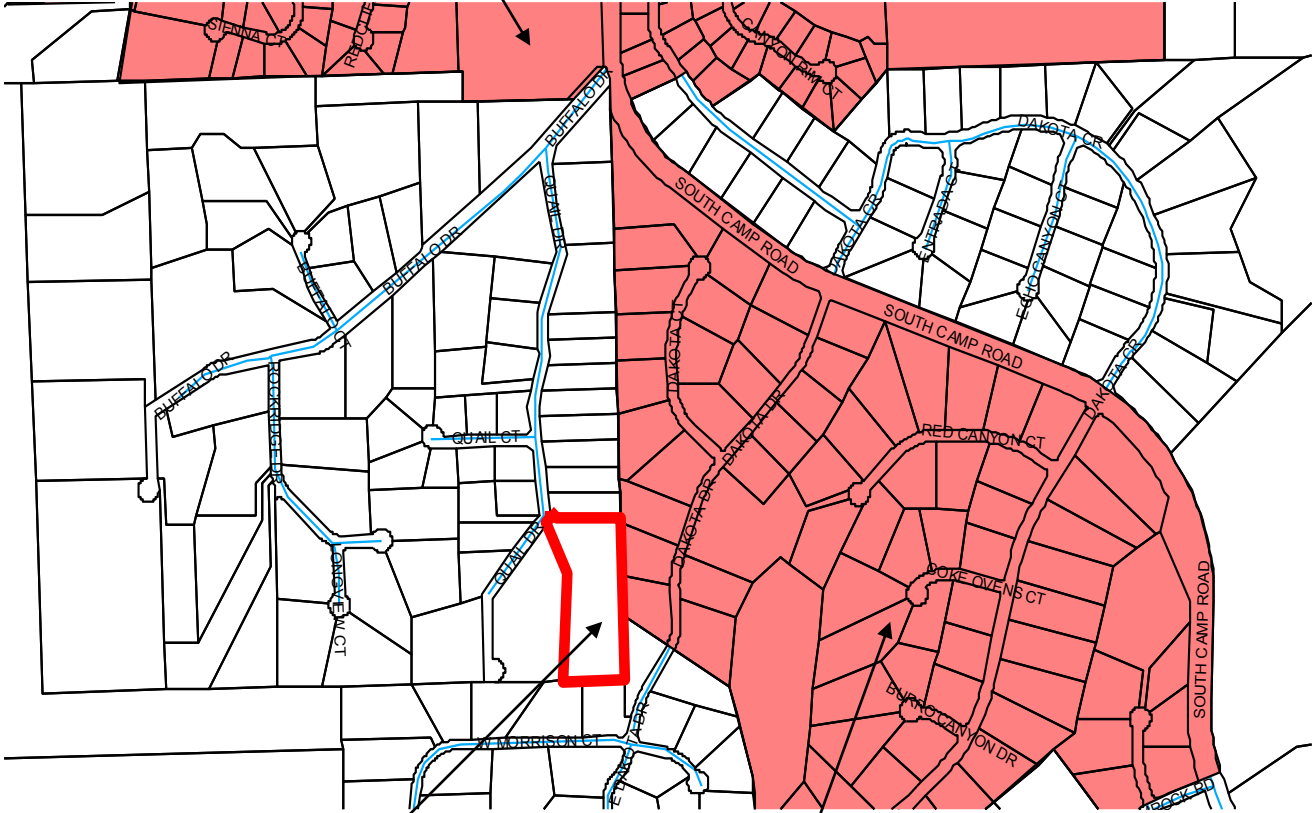
	<b>Sewer:</b>	<b>Grand Junction</b>
	<b>Fire:</b>	<b>Grand Junction Fire District</b>
	<b>Drainage:</b>	<b>N/A</b>
	<b>School:</b>	<b>District 51</b>

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
<b>August 7, 2002</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>August 13, 2002</b>	Planning Commission considers Zone of Annexation
<b>September 4, 2002</b>	First Reading on Zoning by City Council
<b>September 18, 2002</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>October 20, 2002</b>	Effective date of Annexation and Zoning

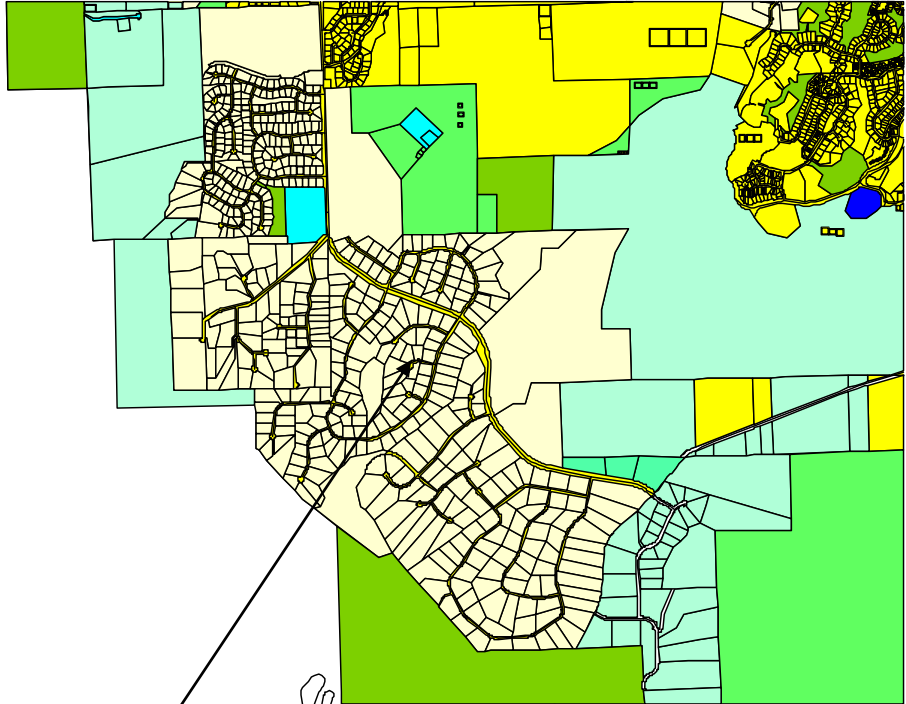
# GERICK ANNEXATION LOCATION MAP

CANYON VIEW SUBDIVISION



324 QUAIL DRIVE

MONUMENT VALLEY SUBDIVISION



324 QUAIL DRIVE

FUTURE LAND USE MAP

**CITY OF GRAND JUNCTION, COLORADO**

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

**ZONING THE GERICK ANNEXATION TO RESIDENTIAL SINGLE FAMILY WITH A  
DENSITY NOT TO EXCEED ONE UNIT PER ACRE (RSF-1)**

**LOCATED AT 324 QUAIL DRIVE**

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-1 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-1 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 one unit per acre (RSF-1) zone district**

**Includes the following tax parcel: 2947-354-05-012**

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

Lot 12, Longview East Subdivision, as same is  
recorded in Plat Book 13, Page 391, Public Records of  
Mesa County, Colorado

Contains 4.5293 Acres (197,298.52 Square Feet),  
more or less, as described.



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

Introduced on first reading this 4<sup>th</sup> day of September, 2002.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2002

**Attest:**

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

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

**Attach 5  
DM South Annexation**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>							
<b>Subject</b>		<b>DM South Annexations #1 &amp; 2</b>					
<b>Meeting Date</b>		<b>September 4, 2002</b>					
<b>Date Prepared</b>		<b>August 23, 2002</b>			<b>File #ANX-2002-138</b>		
<b>Author</b>		<b>Senta Costello</b>		<b>Associate Planner</b>			
<b>Presenter Name</b>		<b>Senta Costello</b>		<b>Associate Planner</b>			
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	No		Yes	When	
<b>Citizen Presentation</b>			Yes	<input checked="" type="checkbox"/>	No	Name	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the DM South Annexations #1 & 2 located at 511 30 Rd (#ANX-2002-138). The 1.7327-acre DM South Annexation is a serial annexation consisting of one parcel of land and a portion of the 30 Road right-of-way.

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council approve the resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the DM South Annexations #1 & 2 and set a hearing for October 16, 2002.

**Attachments:**

1. Staff Report
2. Annexation Map
3. Resolution of Referral of Petition/Exercising Land Use Immediately

#### 4. Annexation Ordinance

**Background Information:** See attached report.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		511 30 Rd			
<b>Applicants:</b>		<b>Dennis and Monika South</b>			
<b>Existing Land Use:</b>		Restaurant and Multi-family			
<b>Proposed Land Use:</b>		Restaurant and Multi-family			
<b>Surrounding Land Use:</b>	North	<b>Single Family Residential</b>			
	South	<b>Commercial Strip Mall</b>			
	East	<b>Vacant Commercial</b>			
	West	<b>Single Family Residential</b>			
<b>Existing Zoning:</b>		<b>County B-1</b>			
<b>Proposed Zoning:</b>		<b>City B-1</b>			
<b>Surrounding Zoning:</b>	North	<b>B-1</b>			
	South	<b>B-1</b>			
	East	<b>B-1</b>			
	West	<b>RMF-8</b>			
<b>Growth Plan Designation:</b>		<b>Commercial</b>			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of annexing 1.7327 acres of land. Owners of the property have signed a petition for annexation as part of their request to split their property into two lots, 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 DM South Annexation is eligible to be annexed because of compliance with the following:

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

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<b>DM SOUTH ANNEXATION SUMMARY</b>		
<b>File Number:</b>	ANX-2002-138	
<b>Location:</b>	511 30 Rd	
<b>Tax ID Number:</b>	2943-084-00-032	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	13.8	
<b># of Parcels (owner occupied):</b>	1	
<b># of Dwelling Units:</b>	6	
<b>Acres land annexed:</b>	1.7327 acres for annexation area	
<b>Developable Acres Remaining:</b>	Approximately 0.705 acres	
<b>Right-of-way in Annexation:</b>	200' of entire width of 30 Road	
<b>Previous County Zoning:</b>	B-1	
<b>Proposed City Zoning:</b>	B-1	
<b>Current Land Use:</b>	Restaurant and Multi-family	
<b>Future Land Use:</b>	Restaurant and Multi-family	
<b>Values:</b>	<b>Assessed:</b>	= \$28,250
	<b>Actual:</b>	= \$194,430
<b>Census Tract:</b>	11	

<b>Address Ranges:</b>		511 30 Rd
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Fruitvale Sanitation
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Drainage:</b>	Grand Junction Drainage District
	<b>School:</b>	District 51

The following annexation and zoning schedule is being proposed.

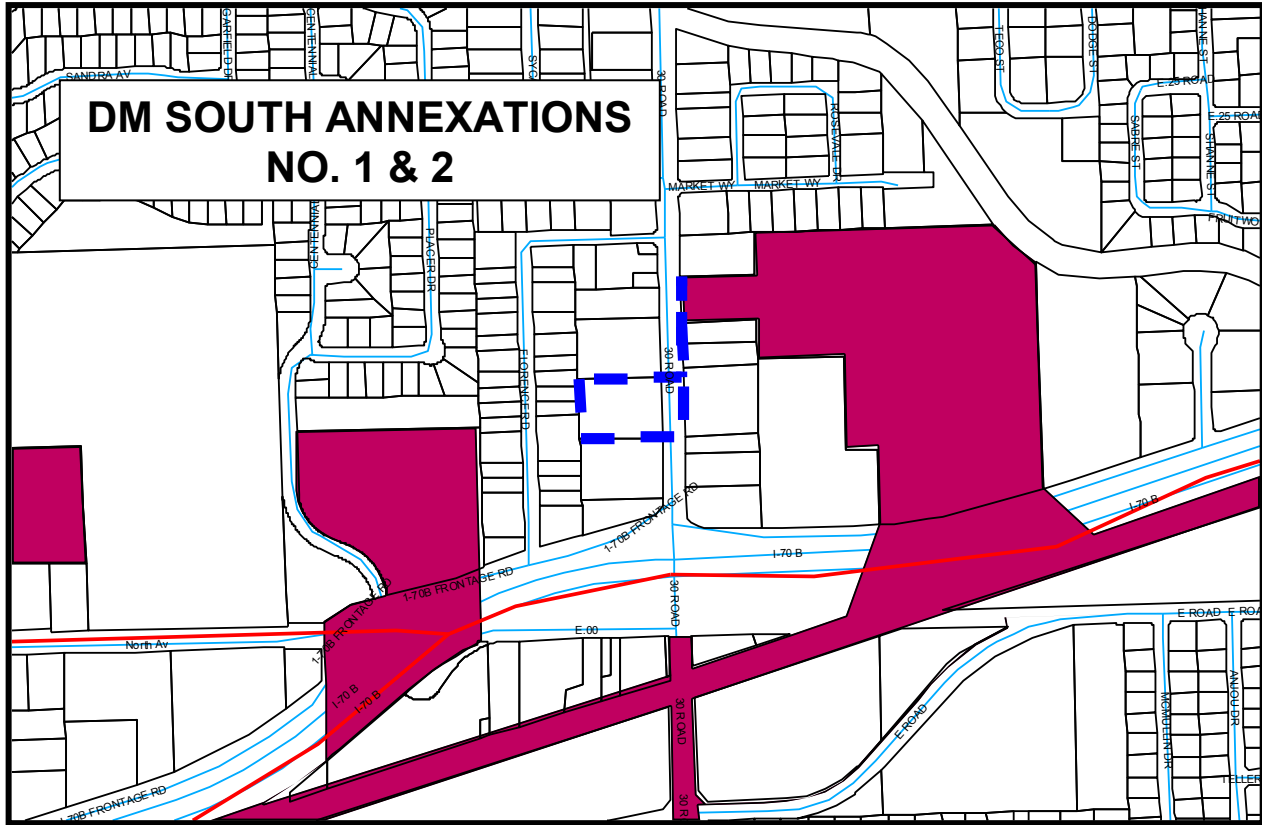
<i>ANNEXATION SCHEDULE</i>	
<b>September 4, 2002</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>September 24, 2002</b>	Planning Commission considers Zone of Annexation
<b>October 2, 2002</b>	First Reading on Zoning by City Council
<b>October 16, 2002</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>November 17, 2002</b>	Effective date of Annexation and Zoning

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

Attachments:

1. Annexation Map
2. Resolution of Referral of Petition/Exercising Land Use Immediately
3. Annexation Ordinances

# ANNEXATION MAP



**Current City Limits**



**Annexation Boundary**

**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 4<sup>th</sup> day of September, 2002, the following Resolution was adopted:



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.     -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***

**DM SOUTH ANNEXATION**

A serial annexation comprising DM South Annex #1 and DM South Annex #2 and including a portion of the 30 Road right-of-way.

**LOCATED AT 511 30 RD**

**WHEREAS**, on the 4th day of September, 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:

**DM SOUTH ANNEXATION #1**

A certain parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW 1/4 SW 1/4 of Section 9, and considering the West line of the SW 1/4 SW 1/4 of said Section 9 to bear S 00°07'28" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°58'02" E along the North line of the SW 1/4 SW 1/4 of said Section 9, a distance of 40.00 feet; thence S 00°07'28" E along a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, also being the existing East right of way for 30 Road as now in use, a distance of 141.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°07'28" E along said East right of way, a distance of 450.00 feet; thence S 89°52'32" W a distance of 2.00 feet; thence N 00°07'28" W, along a line 38.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 450.00 feet; thence N 89°58'02" E a distance of 2.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.0207 Acres (900.00 Square Feet) more or less, as described.

and,

## **DM SOUTH ANNEXATION #2**

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 8 and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, all lying in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW 1/4 SW 1/4 of Section 9, and considering the West line of the SW 1/4 SW 1/4 of said Section 9 to bear S 00°07'28" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°58'02" E along the North line of the SW 1/4 SW 1/4 of said Section 9, a distance of 40.00 feet; thence S 00°07'28" E along a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, also being the existing East right of way for 30 Road as now in use, a distance of 141.00 feet; thence S 89°58'02" W a distance of 2.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°07'28" E along along a line 38.00 feet East of and parallel to the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 450.00 feet; thence N 89°52'32" E a distance of 2.00 feet; thence S 00°07'28" E, along said East right of way for 30 Road, a distance of 88.86 feet; thence S 89°52'32" W a distance of 370.62 feet, more or less, to a point on the East line of Ford Subdivision, as same is recorded in Plat Book 7, Page 50 of the Public Records of Mesa County, Colorado; thence N 00°06'27" W, along said East line, a distance of 200.00 feet; thence N 89°52'32" E a distance of 366.56 feet, more or less, to a point on a line 36.00 feet East of and parallel to the West line of the SW 1/4 SW 1/4 of said Section 9; thence N 00°07'28" W, along said parallel line, a distance of 338.87 feet; thence N 89°58'02" E a distance of 2.00 feet, more or less, to the Point of Beginning.

CONTAINING 1.7120 Acres (74,574.22 Square Feet) 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 16th day of October, 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 4<sup>th</sup> day of September, 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><b>PUBLISHED</b></i>
<b>September 6, 2002</b>
<b>September 13, 2002</b>
<b>September 20, 2002</b>
<b>September 27, 2002</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**DM SOUTH ANNEXATION #1**

**APPROXIMATELY 0.0207 ACRES**

**LOCATED NEAR 511 30 ROAD WITHIN 30 ROAD R.O.W.**

**WHEREAS**, on the 4th day of September, 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 16th day of October, 2002; and

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

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

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

A certain parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW 1/4 SW 1/4 of Section 9, and considering the West line of the SW 1/4 SW 1/4 of said Section 9 to bear S 00°07'28" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°58'02" E along the North line of the SW 1/4 SW 1/4 of said Section 9, a distance of 40.00 feet; thence S 00°07'28" E along a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, also being the existing East right of way for 30 Road as now in use, a distance of 141.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°07'28" E along said East right of way, a distance of 450.00 feet; thence S 89°52'32" W a

distance of 2.00 feet; thence N 00°07'28" W, along a line 38.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 450.00 feet; thence N 89°58'02" E a distance of 2.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.0207 Acres (900.00 Square Feet) more or less, as described

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

**INTRODUCED** on first reading on the 4<sup>th</sup> day of September, 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**

**DM SOUTH ANNEXATION #2**

**APPROXIMATELY 1.712 ACRES**

**LOCATED AT 511 30 ROAD AND INCLUDES A PORTION OF 30 ROAD R.O.W.**

**WHEREAS**, on the 4th day of September, 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 16th day of October, 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 Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 8 and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, all lying in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW 1/4 SW 1/4 of Section 9, and considering the West line of the SW 1/4 SW 1/4 of said Section 9 to bear S 00°07'28" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°58'02" E along the North line of the SW 1/4 SW 1/4 of said Section 9, a distance of 40.00 feet; thence S 00°07'28" E along a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, also being the existing East right of way for 30 Road as now in use, a distance of 141.00 feet; thence

S 89°58'02" W a distance of 2.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°07'28" E along along a line 38.00 feet East of and parallel to the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 450.00 feet; thence N 89°52'32" E a distance of 2.00 feet; thence S 00°07'28" E, along said East right of way for 30 Road, a distance of 88.86 feet; thence S 89°52'32" W a distance of 370.62 feet, more or less, to a point on the East line of Ford Subdivision, as same is recorded in Plat Book 7, Page 50 of the Public Records of Mesa County, Colorado; thence N 00°06'27" W, along said East line, a distance of 200.00 feet; thence N 89°52'32" E a distance of 366.56 feet, more or less, to a point on a line 36.00 feet East of and parallel to the West line of the SW 1/4 SW 1/4 of said Section 9; thence N 00°07'28" W, along said parallel line, a distance of 338.87 feet; thence N 89°58'02" E a distance of 2.00 feet, more or less, to the Point of Beginning.

CONTAINING 1.7120 Acres (74,574.22 Square Feet) more or less, as described

**INTRODUCED** on first reading on the 4<sup>th</sup> day of September, 2002.

**ADOPTED** and ordered published this \_\_\_\_ day of \_\_\_\_\_, 2002.

Attest:

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

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



**Attach 6  
Summit View Annexation**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>										
<b>Subject</b>		Setting a Hearing for the Summit View Meadows Annexation (a serial annexation) located at 3146 D ½ Road								
<b>Meeting Date</b>		September 4, 2002								
<b>Date Prepared</b>		August 26, 2002				File #ANX-2002-153				
<b>Author</b>		Lisa Gerstenberger			<b>Senior Planner</b>					
<b>Presenter Name</b>		As above			<b>As above</b>					
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>				
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>				
<b>Workshop</b>		<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>		

**Summary:** The 12.568-acre Summit View Meadows Annexation area consists of two parcels equal to 9.71 acres and 2.858 acres of right-of-way along D ½ Road. There is a single-family residence on one of the parcels being annexed, and 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 October 16, 2002.

**Attachments:**

1. Staff Report
2. Annexation Map
3. Resolution of Referral
4. Annexation Ordinance

**Background Information:** See attached staff report

**AGENDA TOPIC:** ANX-2002-153, Summit View Meadows Annexation

**SUMMARY:** The 12.568-acre Summit View Meadows Annexation area consists of two parcels equal to 9.71 acres and 2.858 acres of right-of-way along D ½ Road. There is a single-family residence on one of the parcels being annexed, and the owner of the property has signed a petition for annexation.

<b>STAFF REPORT / BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>3146 D 1/2 Road</b>	
<b>Applicant:</b>		<b>Kenneth &amp; Pauline Duffy, Owner Casa Tiara Develop., Owner</b>	
<b>Existing Land Use:</b>		<b>Single Family Residence</b>	
<b>Proposed Land Use:</b>		<b>Residential</b>	
Surrounding Land Use:	<b>North</b>	<b>Residential</b>	
	<b>South</b>	<b>Residential</b>	
	<b>East</b>	<b>Residential</b>	
	<b>West</b>	<b>Residential</b>	
<b>Existing Zoning:</b>		<b>RSF-R (Mesa County)</b>	
<b>Proposed Zoning:</b>		<b>RMF-8 (Residential Multi-Family, not to exceed 8 units/acre)</b>	
Surrounding Zoning:	<b>North</b>	<b>PUD (Mesa County)</b>	
	<b>South</b>	<b>RSF-R (Mesa County)</b>	
	<b>East</b>	<b>RSF-R (Mesa County)</b>	
	<b>West</b>	<b>RSF-R (Mesa County)</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium, 4-8 units/acre</b>	
<b>Zoning within density range?</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<b>X</b>	<b>Yes</b>
		<input type="checkbox"/>	<input type="checkbox"/>
			<b>No</b>

**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 this property 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.

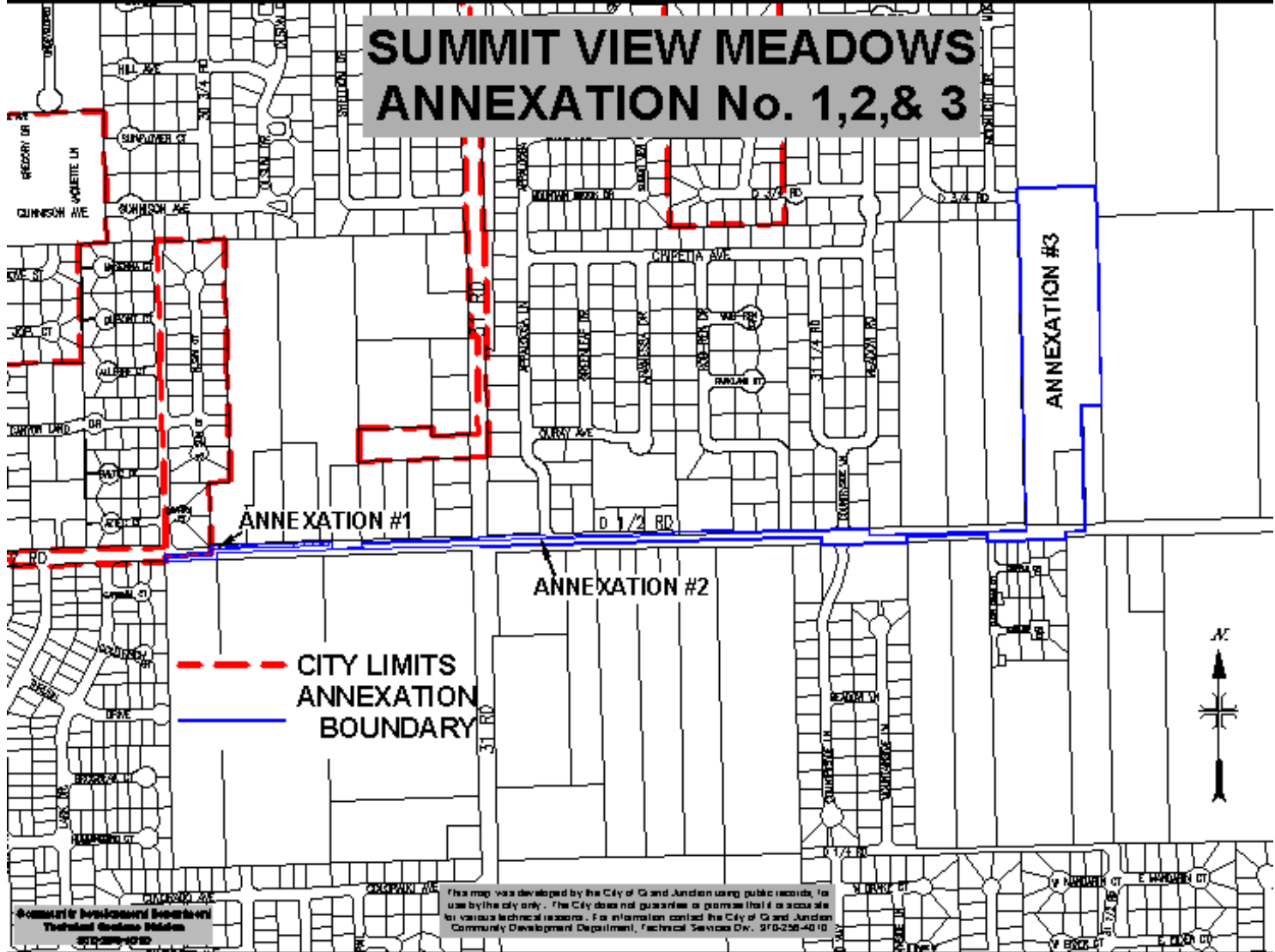
The following annexation and zoning schedule is being proposed.

<b>ANNEXATION SCHEDULE</b>	
<b>9-4-02</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>9-24-02</b>	Planning Commission recommendation for City zone district
<b>10-02-02</b>	First Reading of Zoning Ordinance by City Council
<b>10-16-02</b>	Acceptance of Petition and Public hearing on Annexation and Second Reading of Zoning Ordinance by City Council
<b>11-17-02</b>	Effective date of Annexation and City Zoning

<b>SUMMARY</b>	
<b>File Number:</b>	<b>ANX-2002-153</b>
<b>Location:</b>	<b>3146 D ½ Road</b>
<b>Tax ID Number:</b>	<b>2943-152-00-173 and 174</b>

<b>Parcels:</b>	<b>2</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>1</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>9.71 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>0 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>2.858 acres</b>	
<b>Previous County Zoning:</b>	<b>RSF-R (Mesa County)</b>	
<b>Proposed City Zoning:</b>	<b>RMF-8, Residential Multi-Family not to exceed 8 units/acre</b>	
<b>Current Land Use:</b>	<b>Single Family Residence</b>	
<b>Future Land Use:</b>	<b>Residential</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>\$ 8,880</b>
	<b>Actual:</b>	<b>\$ 86,820</b>
<b>Census Tract:</b>	<b>8</b>	
<b>Address Ranges:</b>	<b>Existing house – 3146</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water/Clifton Water</b>
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire</b>
	<b>Drainage:</b>	<b>Grand Junction Drainage</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>Upper Grand Valley Pest</b>

# SUMMIT VIEW MEADOWS ANNEXATION 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 warrant that it is accurate to various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services Div. 278-258-4810

Community Development Department  
Technical Services Division  
278-258-4810

**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 4th day of September, 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**

**SUMMIT VIEW MEADOWS ANNEXATION**

**LOCATED AT 3146 D 1/2 ROAD**

WHEREAS, on the 4th day of September, 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  
SUMMIT VIEW MEADOWS ANNEXATION**

A Serial Annexation Comprising Summit View Meadows Annexation No. 1, Summit View Meadows Annexation No. 2 and Summit View Meadows Annexation No. 3:

**SUMMIT VIEW MEADOWS ANNEXATION NO. 1**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest Corner of the SE 1/4 NE 1/4 of said Section 16, and considering the South line of said SE 1/4 NE 1/4 of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence, from said Point of Beginning, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16 a distance of 190.00 feet to a point on the Southerly extension of the East line of Fruitvale Meadows Amended, as same is recorded in Plat Book 18, Page 132 of the Public Records of Mesa County, Colorado; thence N 00°22'49" E along said extended line, a distance of 30.00 feet to a point on the North right of way for D 1/2 Road, also being the Southeast corner of said Fruitvale Meadows Amended; thence N 89°51'59" E

along a line 30.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 500.00 feet; thence S 00°00'00" E a distance of 10.00 feet; thence S 89°51'59" W along a line 20.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16 a distance of 490.07 feet; thence S 00°22'49" W along a line 10.00 feet East of and parallel to a line being the Southerly extension of the East line of the said Fruitvale Meadows Amended, a distance of 30.00 feet; thence S 89°51'59" W along a line 10.00 feet South of parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 189.91 feet; thence S 00°08'01" E along a line 10.00 feet East of and parallel to the West line of the NE 1/4 SE 1/4 of said Section 16, a distance of 20.00 feet; thence S 89°51'59" W along a line 30.00 feet South of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 10.00 feet; thence N 00°08'01" W along the West line of the NE 1/4 SE 1/4 of said Section 16, a distance of 30.00 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 0.1699 Acres (7,399.89 Square Feet) more or less, as described.

#### SUMMIT VIEW MEADOWS ANNEXATION NO. 2

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 15 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, all lying within Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°08'01" E along the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, a distance of 30.00 feet; thence N 89°51'59" E along a line 30.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 10.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°08'01" W along a line 10.00 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, a distance of 20.00 feet; thence N 89°51'59" E along a line 10.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 189.91 feet; thence N 00°22'49" E a distance of 30.00 feet; thence N 89°51'59" E along a line 20.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 490.07 feet; thence N 00°00'00" W a distance of 10.00 feet; thence N 89°51'59" E along a line 30.00 feet North of and parallel to the



South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 10.18 feet; thence S 00°00'00" E a distance of 25.00 feet; thence N 89°51'59" E along a line 5.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 125.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point being the Southwest corner of Lot 3, Voegely Minor Subdivision as same is recorded in Plat Book 16, Page 161 of the Public Records of Mesa County, Colorado; thence N 89°51'59" E along the South line of said Voegely Minor Subdivision and the South line of Lot 3 of Tucee Subdivision, as same is recorded in Plat Book 12, Page 345 of the Public Records of Mesa County, Colorado, a distance of 495.00 feet to a point on the East line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16; thence N 00°00'00" E along said East line, a distance of 10.00 feet; thence S 89°57'40" E along a line 40.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, also being the South line of Palomino Acres, as same is recorded in Plat Book 10, Page 57 of the Public Records of Mesa County, Colorado, a distance of 228.03 feet; thence S 85°30'49" E a distance of 90.27 feet; thence S 89°57'40" E along a line 33.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, also being the South line of Schaaf Subdivision, as same is recorded in Plat Book 13, Page 398 of the Public Records of Mesa County, Colorado, a distance of 162.00 feet to a point on the West line of Lot 1, Strawberry Acres Filing No. Two, as same is recorded in Plat Book 11, Page 204 of the Public Records of Mesa County, Colorado; thence S 00°02'20" W along said West line of Lot 1, a distance of 3.00 feet to a point being the Southwest corner of said Lot 1; thence S 89°57'40" E, along the South line of said Strawberry Acres Filing No. Two, a distance of 329.64 feet to a point being the Southeast Corner of Lot 3 of said Strawberry Acres Filing No. Two; thence S 00°02'20" W a distance of 5.00 feet; thence N 89°57'40" W along a line 25.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 809.66 feet to a point on the West line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15; thence S 89°51'59" W along a line 25.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 490.00 feet; thence S 00°00'00" E a distance of 25.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16; thence S 89°51'59" W along said South line, a distance of 610.26 feet; thence S 00°08'01" E a distance of 30.00 feet; thence S 89°51'59" W along a line 30.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 210.12 feet, more or less, to the Point of Beginning.

CONTAINING 0.5770 Acres (25,136.69 Square Feet) more or less, as described.

SUMMIT VIEW MEADOWS ANNEXATION NO. 3

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4), the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 15 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, all lying within Township 1 South, Range 1 East of the Ute Meridian and being more particularly described as follows:

BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the SE 1/4 NE 1/4 of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°51'59" W, along the South line of said SE 1/4 NE 1/4 of said Section 16, a distance of 490.00 feet; thence N 00°00'00" W a distance of 25.00 feet; thence N 89°51'59" E along a line 25.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 490.00 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 16; thence S 89°57'40" E along a line 25.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 809.66 feet; thence N 00°02'20" E a distance of 15.00 feet; thence S 89°57'40" E along the South line of Palomino Acres, as same is recorded in Plat Book 10, Page 57, Public Records of Mesa County, Colorado, a distance of 249.94 feet to a point on the West line of Lot 2, Blair Subdivision, as same is recorded in Plat Book 12, Page 272, Public Records of Mesa County, Colorado; thence S 00°02'48" E, along said West line, a distance of 10.00 feet to a point being the Southwest corner of said Lot 2; thence S 89°57'40" E along the South line of said Blair Subdivision, said line being 30.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 250.00 feet to a point on the East line of the SW 1/4 NW 1/4 of said Section 15; thence S 89°57'40" E along the South line of Countryside Subdivision Filing No. One, as same is recorded in Plat Book 11, Page 241, Public Records of Mesa County, Colorado, a distance of 327.45 feet to a point being the Southeast corner of Lot 1, Block One; thence S 00°02'46" E along the Southerly projection of the East line of said Countryside Subdivision Filing No. One, a distance of 25.00 feet; thence S 89°57'40" E along a line 5.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 655.14 feet to a point on the West line of that certain parcel of land surveyed and a copy of same deposited and recorded in the Public Records of Mesa County, Colorado, Deposit No. 2491-01; thence N 00°01'52" W along said West line, a distance of 1313.42 feet to a point being the Southeast corner of Lot 4, Block 4, Sundown Village No. 2, as same is recorded in Plat Book 15, Pages 35 and 36, Public Records of Mesa County, Colorado, said point lying on the North line of the SE 1/4 NW 1/4 of said Section 15; thence N 00°12'04" W along the East line of said Sundown Village No. 2, a distance of 127.12 feet; thence S 89°55'16" E along a line parallel to the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.23 feet to a point on the East line of the Northeast

Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 15; thence S 00°12'40" E along said East line, a distance of 127.12 feet to a point being the Northeast corner of the SE 1/4 NW 1/4 of said Section 15; thence S 00°02'46" E, along the East line of the SE 1/4 NW 1/4 of said Section 15, a distance of 790.20 feet to a point lying 528.00 feet North of, as measured along the East line of SE 1/4 NW 1/4 of said Section 15, the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15; thence N 89°57'40" W a distance of 82.50 feet; thence S 00°02'46" E, parallel to the East line of the SE 1/4 NW 1/4 of said Section 15, a distance of 528.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 15, said point lying 82.50 feet West of, as measured along said South line, the Southeast corner of the NW 1/4 of said Section 15; thence N 89°57'40" W, along said South line, a distance of 82.42 feet; thence S 00°07'50" E along the Northerly extension of the East line of the Replat of Brookdale, as same is recorded in Plat Book 13, Pages 262 and 263, Public Records of Mesa County, Colorado, a distance of 33.00 feet; thence N 89°57'40" W along the North line of said Replat of Brookdale, said line being 33.00 feet South of and parallel to the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 15, a distance of 329.98 feet to a point on the West line of said Replat of Brookdale; thence N 00°07'50" W, along the Northerly projection of said West line, a distance of 33.00 feet to a point on the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 15; thence N 89°57'40" W, along said South line, a distance of 332.99 feet; thence S 00°06'22" E, along the Northerly projection of the East line of Grove Creek Subdivision Filing No. 3, as same is recorded in Plat Book 16, Pages 303 and 304, Public Records of Mesa County, Colorado, a distance of 30.00 feet; thence N 89°57'40" W along the North line of said Grove Creek Subdivision Filing No. 3, said line being 30.00 feet South of and parallel to the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 362.31 feet to a point on the West line of said Grove Creek Subdivision Filing No. 3; thence N 00°04'06" W, along the Northerly projection of said East line, a distance of 30.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 15; thence N 89°57'40" W, along said South line, a distance of 120.00 feet to a point being the Southeast corner of the SW 1/4 NW 1/4 of said Section 15; thence N 89°57'40" W, along the South line of the SW 1/4 NW 1/4 of said Section 15, a distance of 1309.64 feet, more or less, to a point being the Southwest corner of the SW 1/4 NW 1/4 of said Section 15 and the Point of Beginning.

CONTAINING 11.8211 Acres (514,926.41 Square Feet) 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 16th day of October, 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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**SUMMIT VIEW MEADOWS ANNEXATION No. 1  
APPROXIMATELY 0.1699 ACRES  
RIGHT-OF-WAY LOCATED ALONG D 1/2 ROAD**

**WHEREAS**, on the 4<sup>th</sup> day of September, 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 16th day of October, 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:  
SUMMIT VIEW MEADOWS ANNEXATION NO. 1

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest Corner of the SE 1/4 NE 1/4 of said Section 16, and considering the South line of said SE 1/4 NE 1/4 of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence, from said Point of Beginning, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16 a distance of 190.00 feet to a point on the Southerly extension of the East line of Fruitvale Meadows Amended, as same is recorded in Plat Book 18, Page 132 of the Public Records of Mesa County, Colorado; thence N 00°22'49" E along said extended line, a distance of 30.00 feet to a point on the North right of way for D 1/2 Road, also

being the Southeast corner of said Fruitvale Meadows Amended; thence N 89°51'59" E along a line 30.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 500.00 feet; thence S 00°00'00" E a distance of 10.00 feet; thence S 89°51'59" W along a line 20.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16 a distance of 490.07 feet; thence S 00°22'49" W along a line 10.00 feet East of and parallel to a line being the Southerly extension of the East line of the said Fruitvale Meadows Amended, a distance of 30.00 feet; thence S 89°51'59" W along a line 10.00 feet South of parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 189.91 feet; thence S 00°08'01" E along a line 10.00 feet East of and parallel to the West line of the NE 1/4 SE 1/4 of said Section 16, a distance of 20.00 feet; thence S 89°51'59" W along a line 30.00 feet South of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 10.00 feet; thence N 00°08'01" W along the West line of the NE 1/4 SE 1/4 of said Section 16, a distance of 30.00 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 0.1699 Acres (7,399.89 Square Feet) more or less, as described.

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

**INTRODUCED** on first reading on the 4<sup>th</sup> day of September, 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**

**SUMMIT VIEW MEADOWS ANNEXATION No. 2  
APPROXIMATELY 0.5770 ACRES  
RIGHT-OF-WAY LOCATED ALONG D ½ ROAD**

**WHEREAS**, on the 4th day of September, 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 16th day of October, 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:

SUMMIT VIEW MEADOWS ANNEXATION NO. 2

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 15 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, all lying within Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°08'01" E along the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, a distance of

30.00 feet; thence N 89°51'59" E along a line 30.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 10.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°08'01" W along a line 10.00 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 16, a distance of 20.00 feet; thence N 89°51'59" E along a line 10.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 189.91 feet; thence N 00°22'49" E a distance of 30.00 feet; thence N 89°51'59" E along a line 20.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 490.07 feet; thence N 00°00'00" W a distance of 10.00 feet; thence N 89°51'59" E along a line 30.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 10.18 feet; thence S 00°00'00"E a distance of 25.00 feet; thence N 89°51'59" E along a line 5.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 125.00 feet; thence N 00°00'00" E a distance of 25.00 feet to a point being the Southwest corner of Lot 3, Voegely Minor Subdivision as same is recorded in Plat Book 16, Page 161 of the Public Records of Mesa County, Colorado; thence N 89°51'59" E along the South line of said Voegely Minor Subdivision and the South line of Lot 3 of Tucee Subdivision, as same is recorded in Plat Book 12, Page 345 of the Public Records of Mesa County, Colorado, a distance of 495.00 feet to a point on the East line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16; thence N 00°00'00" E along said East line, a distance of 10.00 feet; thence S 89°57'40" E along a line 40.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, also being the South line of Palomino Acres, as same is recorded in Plat Book 10, Page 57 of the Public Records of Mesa County, Colorado, a distance of 228.03 feet; thence S 85°30'49" E a distance of 90.27 feet; thence S 89°57'40" E along a line 33.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, also being the South line of Schaaf Subdivision, as same is recorded in Plat Book 13, Page 398 of the Public Records of Mesa County, Colorado, a distance of 162.00 feet to a point on the West line of Lot 1, Strawberry Acres Filing No. Two, as same is recorded in Plat Book 11, Page 204 of the Public Records of Mesa County, Colorado; thence S 00°02'20" W along said West line of Lot 1, a distance of 3.00 feet to a point being the Southwest corner of said Lot 1; thence S 89°57'40" E, along the South line of said Strawberry Acres Filing No. Two, a distance of 329.64 feet to a point being the Southeast Corner of Lot 3 of said Strawberry Acres Filing No. Two; thence S 00°02'20" W a distance of 5.00 feet; thence N 89°57'40" W along a line 25.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 809.66 feet to a point on the West line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15; thence S 89°51'59" W along a line 25.00 feet North of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE



1/4) of said Section 16, a distance of 490.00 feet; thence S 00°00'00" E a distance of 25.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16; thence S 89°51'59" W along said South line, a distance of 610.26 feet; thence S 00°08'01" E a distance of 30.00 feet; thence S 89°51'59" W along a line 30.00 feet South of and parallel to the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, a distance of 210.12 feet, more or less, to the Point of Beginning.

CONTAINING 0.5770 Acres (25,136.69 Square Feet) more or less, as described.

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

**INTRODUCED** on first reading on the 4th day of September, 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**

**SUMMIT VIEW MEADOWS ANNEXATION No. 3  
APPROXIMATELY 11.8211 ACRES  
LOCATED AT 3146 D ½ ROAD**

**WHEREAS**, on the 4th day of September, 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 16th day of October, 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:

SUMMIT VIEW MEADOWS ANNEXATION NO. 3

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4), the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 15 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, all lying within Township 1 South, Range 1 East of the Ute Meridian and being more particularly described as follows:

BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the SE 1/4 NE 1/4 of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°51'59" W, along the South line of said SE 1/4 NE 1/4 of said Section 16, a distance of 490.00 feet; thence N

00°00'00" W a distance of 25.00 feet; thence N 89°51'59" E along a line 25.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 490.00 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 16; thence S 89°57'40" E along a line 25.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 809.66 feet; thence N 00°02'20" E a distance of 15.00 feet; thence S 89°57'40" E along the South line of Palomino Acres, as same is recorded in Plat Book 10, Page 57, Public Records of Mesa County, Colorado, a distance of 249.94 feet to a point on the West line of Lot 2, Blair Subdivision, as same is recorded in Plat Book 12, Page 272, Public Records of Mesa County, Colorado; thence S 00°02'48" E, along said West line, a distance of 10.00 feet to a point being the Southwest corner of said Lot 2; thence S 89°57'40" E along the South line of said Blair Subdivision, said line being 30.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 250.00 feet to a point on the East line of the SW 1/4 NW 1/4 of said Section 15; thence S 89°57'40" E along the South line of Countryside Subdivision Filing No. One, as same is recorded in Plat Book 11, Page 241, Public Records of Mesa County, Colorado, a distance of 327.45 feet to a point being the Southeast corner of Lot 1, Block One; thence S 00°02'46" E along the Southerly projection of the East line of said Countryside Subdivision Filing No. One, a distance of 25.00 feet; thence S 89°57'40" E along a line 5.00 feet North of and parallel to the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15, a distance of 655.14 feet to a point on the West line of that certain parcel of land surveyed and a copy of same deposited and recorded in the Public Records of Mesa County, Colorado, Deposit No. 2491-01; thence N 00°01'52" W along said West line, a distance of 1313.42 feet to a point being the Southeast corner of Lot 4, Block 4, Sundown Village No. 2, as same is recorded in Plat Book 15, Pages 35 and 36, Public Records of Mesa County, Colorado, said point lying on the North line of the SE 1/4 NW 1/4 of said Section 15; thence N 00°12'04" W along the East line of said Sundown Village No. 2, a distance of 127.12 feet; thence S 89°55'16" E along a line parallel to the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.23 feet to a point on the East line of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 15; thence S 00°12'40" E along said East line, a distance of 127.12 feet to a point being the Northeast corner of the SE 1/4 NW 1/4 of said Section 15; thence S 00°02'46" E, along the East line of the SE 1/4 NW 1/4 of said Section 15, a distance of 790.20 feet to a point lying 528.00 feet North of, as measured along the East line of SE 1/4 NW 1/4 of said Section 15, the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15; thence N 89°57'40" W a distance of 82.50 feet; thence S 00°02'46" E, parallel to the East line of the SE 1/4 NW 1/4 of said Section 15, a distance of 528.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 15, said point lying 82.50 feet West of, as measured along said South line, the Southeast corner of the NW 1/4 of said Section 15; thence N 89°57'40" W, along said South line, a distance of 82.42 feet; thence S 00°07'50" E along the Northerly extension of the East line of the Replat of Brookdale, as same is recorded in Plat Book 13, Pages 262 and 263, Public

Records of Mesa County, Colorado, a distance of 33.00 feet; thence N 89°57'40" W along the North line of said Replat of Brookdale, said line being 33.00 feet South of and parallel to the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 15, a distance of 329.98 feet to a point on the West line of said Replat of Brookdale; thence N 00°07'50" W, along the Northerly projection of said West line, a distance of 33.00 feet to a point on the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 15; thence N 89°57'40" W, along said South line, a distance of 332.99 feet; thence S 00°06'22" E, along the Northerly projection of the East line of Grove Creek Subdivision Filing No. 3, as same is recorded in Plat Book 16, Pages 303 and 304, Public Records of Mesa County, Colorado, a distance of 30.00 feet; thence N 89°57'40" W along the North line of said Grove Creek Subdivision Filing No. 3, said line being 30.00 feet South of and parallel to the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 362.31 feet to a point on the West line of said Grove Creek Subdivision Filing No. 3; thence N 00°04'06" W, along the Northerly projection of said East line, a distance of 30.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 15; thence N 89°57'40" W, along said South line, a distance of 120.00 feet to a point being the Southeast corner of the SW 1/4 NW 1/4 of said Section 15; thence N 89°57'40" W, along the South line of the SW 1/4 NW 1/4 of said Section 15, a distance of 1309.64 feet, more or less, to a point being the Southwest corner of the SW 1/4 NW 1/4 of said Section 15 and the Point of Beginning.

CONTAINING 11.8211 Acres (514,926.41 Square Feet) more or less, as described.

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

**INTRODUCED** on first reading on the 4th day of September, 2002.

**ADOPTED** and ordered published this \_\_\_ day of \_\_\_\_\_, 2002.

Attest:

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

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

**Attach 7  
Iles Annexation**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>										
<b>Subject</b>		Setting a Hearing for the Iles Annexation, located at 3080 D ½ Road								
<b>Meeting Date</b>		September 4, 2002								
<b>Date Prepared</b>		August 26, 2002				File #ANX-2002-171				
<b>Author</b>		Lisa Gerstenberger			<b>Senior Planner</b>					
<b>Presenter Name</b>		As above			<b>As above</b>					
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>				
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>				
<b>Workshop</b>		<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	<b>Consent</b>		<b>Individual Consideration</b>	

**Summary:** The 5.854-acre Iles Annexation area consists of one parcel of land. There is a single-family residence on this lot, and 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 October 16, 2002.

**Attachments:**

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

**Background Information:** See attached staff report

**AGENDA TOPIC:** ANX-2002-171, Iles Annexation

**SUMMARY:** The 5.854-acre Iles Annexation area consists of one parcel of land. There is a single-family residence on this lot, and the owner of the property has signed a petition for annexation.

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		<b>3080 D ½ Road</b>	
<b>Applicant:</b>		<b>Katherine L. and John A. Iles, Owners</b>	
<b>Existing Land Use:</b>		<b>Single Family Residence</b>	
<b>Proposed Land Use:</b>		<b>Residential</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>	
	<b>South</b>	<b>Residential</b>	
	<b>East</b>	<b>Residential</b>	
	<b>West</b>	<b>Residential</b>	
<b>Existing Zoning:</b>		<b>RMF-5 (Mesa County)</b>	
<b>Proposed Zoning:</b>		<b>RMF-5 (Residential Multi-Family 5, not to exceed 5 units per acre)</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>RSF-4 (Mesa County)</b>	
	<b>South</b>	<b>PD (Mesa County)</b>	
	<b>East</b>	<b>RMF-5 (Mesa County)</b>	
	<b>West</b>	<b>PD (Mesa County)</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium, 4-8 units per acre</b>	
<b>Zoning within density range?</b>	<b>X</b>	<b>Yes</b>	<b>No</b>

**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 this property 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.

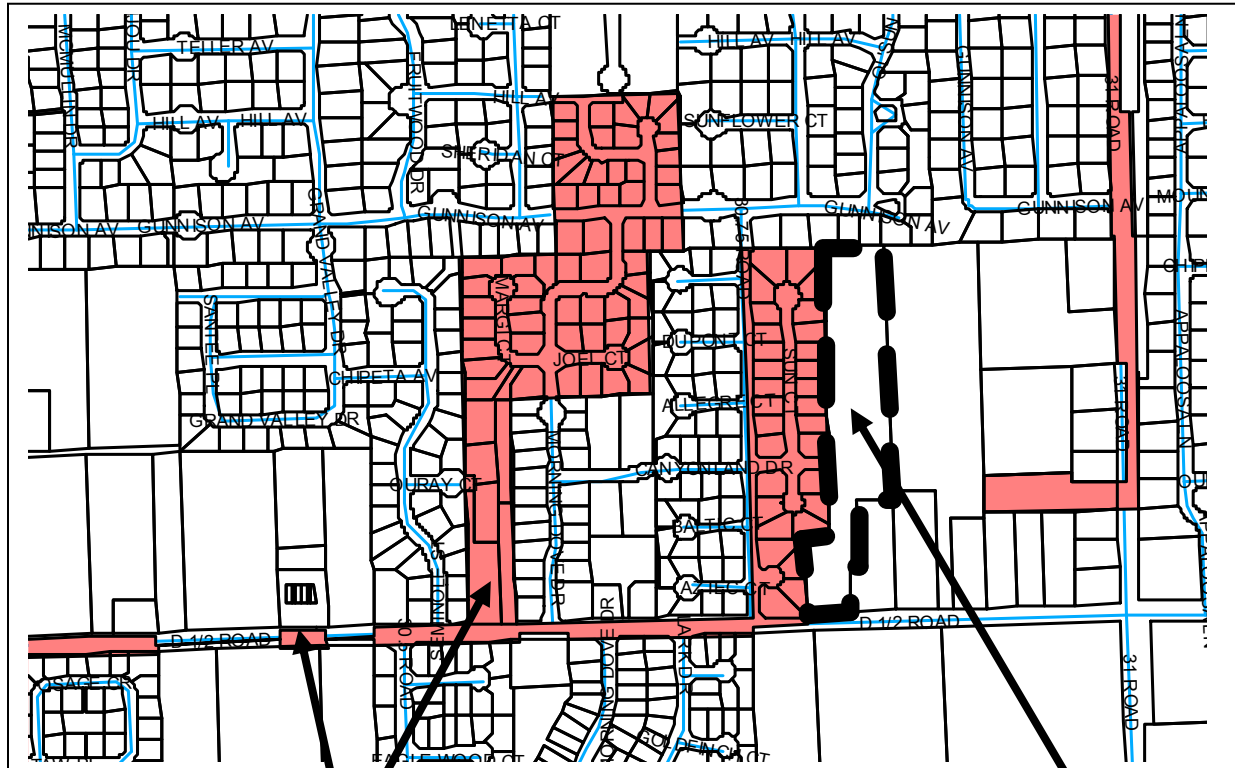
The following annexation and zoning schedule is being proposed.

<b>ANNEXATION SCHEDULE</b>	
<b>9-4-02</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>9-24-02</b>	Planning Commission considers Zone of Annexation
<b>10-02-02</b>	First Reading on Zoning by City Council
<b>10-16-02</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>11-17-02</b>	Effective date of Annexation and Zoning

<b>Summary</b>		
<b>File Number:</b>	<b>ANX-2002-171</b>	
<b>Location:</b>	<b>3080 D ½ Road</b>	
<b>Tax ID Number:</b>	<b>2943-161-00-171</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>1</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>5.854 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>0 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>0 acres</b>	
<b>Previous County Zoning:</b>	<b>RMF-5 (Mesa County)</b>	
<b>Proposed City Zoning:</b>	<b>RMF-5 (Residential Multi-Family 5, not to exceed 5 units per acre)</b>	
<b>Current Land Use:</b>	<b>Single Family Residence</b>	
<b>Future Land Use:</b>	<b>Same</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>\$ 820</b>
	<b>Actual:</b>	<b>\$ 2830</b>
<b>Census Tract:</b>	<b>8</b>	
<b>Address Ranges:</b>	<b>Existing house – 3080</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Clifton Water</b>
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire</b>
	<b>Drainage:</b>	<b>Grand Junction Drainage District</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>Upper Grand Valley Pest</b>



# Iles Annexation Map



**City Limits lines**

**Iles annexation area**

**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 4th day of September, 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**

**ILES ANNEXATION**

**LOCATED at 3080 D ½ ROAD**

**WHEREAS**, on the 4th day of September, 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 BOUNDARY LEGAL DESCRIPTION  
ILES ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 190.00 feet; thence N 00°22'49" E a distance of 30.00 feet to a point being the Southeast Corner of Fruitvale Meadows Amended, as same is recorded in Plat Book 18, Page 132, Public Records of Mesa County, Colorado, and being the POINT OF BEGINNING; thence, from said Point of Beginning, continue N 00°22'49" E, along the East line of said Fruitvale Meadows Amended, a distance of 271.68 feet to a point being the Northeast corner of Lot 3, Block 1 of said Fruitvale Meadows Amended; thence S 89°27'11" E along a Southerly line of said Fruitvale Meadows Amended, a distance of 86.00 feet to a point being the Southeast corner of Lot 10, Block 1 of said Fruitvale Meadows Amended; thence N 00°14'02" E along the East line of said Fruitvale Meadows Amended and the East line of Fruitvale Meadows Filing No. 2, as same is recorded in Plat Book 18, Page 260, Public Records of Mesa County, Colorado, a distance of 1018.94 feet to a point being the Northeast corner of

said Fruitvale Meadows Filing No. 2, said point lying on the North line of the SE 1/4 NE 1/4 of said Section 16; thence N 89°51'29" E, along said North line, a distance of 218.00 feet; thence S 00°10'50" W a distance of 902.61 feet; thence S 89°51'59" W a distance of 113.00 feet; thence S 00°10'50" W a distance of 209.00 feet; thence S 89°51'59" W a distance of 37.00 feet; thence S 00°10'50" W a distance of 178.00 feet; thence S 89°51'59" W along a line 30.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 155.89 feet, more or less, to the Point of Beginning.

CONTAINING 5.8540 Acres (254,999.06 Square Feet) 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 16th day of October, 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:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**ILES ANNEXATION  
APPROXIMATELY 5.854 ACRES**

**LOCATED at 3080 D ½ ROAD**

**WHEREAS**, on the 4th day of September, 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 16th day of October, 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:

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
ILES ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 190.00 feet; thence N 00°22'49" E a distance of 30.00 feet to a point being the Southeast Corner of Fruitvale Meadows Amended, as same is

recorded in Plat Book 18, Page 132, Public Records of Mesa County, Colorado, and being the POINT OF BEGINNING; thence, from said Point of Beginning, continue N 00°22'49" E, along the East line of said Fruitvale Meadows Amended, a distance of 271.68 feet to a point being the Northeast corner of Lot 3, Block 1 of said Fruitvale Meadows Amended; thence S 89°27'11" E along a Southerly line of said Fruitvale Meadows Amended, a distance of 86.00 feet to a point being the Southeast corner of Lot 10, Block 1 of said Fruitvale Meadows Amended; thence N 00°14'02" E along the East line of said Fruitvale Meadows Amended and the East line of Fruitvale Meadows Filing No. 2, as same is recorded in Plat Book 18, Page 260, Public Records of Mesa County, Colorado, a distance of 1018.94 feet to a point being the Northeast corner of said Fruitvale Meadows Filing No. 2, said point lying on the North line of the SE 1/4 NE 1/4 of said Section 16; thence N 89°51'29" E, along said North line, a distance of 218.00 feet; thence S 00°10'50" W a distance of 902.61 feet; thence S 89°51'59" W a distance of 113.00 feet; thence S 00°10'50" W a distance of 209.00 feet; thence S 89°51'59" W a distance of 37.00 feet; thence S 00°10'50" W a distance of 178.00 feet; thence S 89°51'59" W along a line 30.00 feet North of and parallel to the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 155.89 feet, more or less, to the Point of Beginning.

CONTAINING 5.8540 Acres (254,999.06 Square Feet) more or less, as described

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

**INTRODUCED** on first reading on the 4<sup>th</sup> day of September, 2002.

**ADOPTED** and ordered published this \_\_\_\_ day of \_\_\_\_\_, 2002.

Attest:

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

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





time and date specified. After extensive evaluation, only one bid was considered responsive and responsible.

Historically the Two Rivers Convention Center exhibition hall floor has been exposed concrete and rugs were rolled out for special events. The existing rugs are old and show considerable wear as well as decades of spills and permanent stains that cannot be removed. The installation of commercial 36"x 36" carpet tiles allows the area to be permanently carpeted, but individual tiles can be removed and replaced if heavily damaged. In addition, tiles may be rotated out of heavy traffic areas and exchanged with less worn tiles from other exhibit hall areas to maintain a more even wear rate. The recommended carpet has a non-prorated warranty for 20 years and the manufacturer has a 10 year appearance retention warranty. This carpet is rated by the Carpet and Rug Institute for "severe use".

**Attach 9  
Airport Vehicles Acquisition**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>							
<b>Subject:</b>	<b>FAA Grant Agreement &amp; Supplemental Co-Sponsorship for AIP-23 (Aircraft Rescue and Fire Fighting Vehicle)</b>						
<b>Meeting Date:</b>	<b>September 4, 2002</b>						
<b>Date Prepared:</b>	<b>August 26, 2002</b>				<b>File #</b>		
<b>Author:</b>	<b>Leona Aka</b>			<b>Public Safety Assistant</b>			
<b>Presenter Name:</b>	<b>Dan Reynolds</b>			<b>Operations &amp; Facilities Manager</b>			
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>	<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>		
<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Walker Field Public Airport Authority is requesting a grant from the FAA for the acquisition of an Aircraft Rescue and Firefighting Vehicle.

**Budget:** Estimated cost of vehicle is \$500,000. Funding sources are as follows:

\$320,000	FAA grant
100,000	State of Colorado grant
60,000	State of Colorado loan
20,000	Walker Field Airport Authority Funds

The attached grant agreements draft shows a not-to-exceed amount of FAA participation. Once all project bids and other costs are known, the original grant agreement provided to the City and County for approval will reflect the actual costs. No additional funding is being asked for from either the City of Grand Junction or Mesa County for this project.

**Action Requested/Recommendation:** Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-23 with the Federal Aviation Administration.

**Attachments:** FAA Grant Agreement draft (3-08-0027-23)  
Co-Sponsorship Agreement for AIP Grant Applications  
No. 3-08-0027-23; No. 3-08-0027-24; and No. 3-08-0027-26  
Projects.

**Background Information:** As part of each Airport Improvement Program grant agreement, the FAA requires the Airport Authority, the City of Grand Junction, and Mesa County to enter into a Supplemental Co-Sponsorship Agreement. This agreement is part of the agenda request.

U.S. Department  
of Transportation

# GRANT AGREEMENT

Federal Aviation  
Administration

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## Part I - Offer

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**Date of Offer:** AUG 21 2002  
**Airport:** Walker Field  
**Project Number:** 3-08-0027-23  
**Contract Number:** DOT-FA02NM-1070

**To:** City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "Sponsor")

**From:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**Whereas,** the Sponsor has submitted to the FAA a Project Application dated March 5, 2002, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**Whereas,** the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Acquire ARFF vehicle (Index B/Class 1),

all as more particularly described in the Project Application.

L  
C

Now therefore, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percent.

F  
A

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. The maximum obligation of the United States payable under this offer shall be \$320,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  
  - S-0-for planning
  - \$320,000 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 23, 2002, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

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all as more particularly described in the Project Application.

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

#### Special Conditions

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 1, 1999, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
11. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.
12. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
14. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

United States of America  
Federal Aviation Administration

\_\_\_\_\_  
Manager, Denver Airports District Office

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## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

---

## Part II - Acceptance

---

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF MESA, COLORADO

(SEAL) By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney



---

## Part II - Acceptance

---

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

### RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-023; 3-08-0027-24; 3-08-0027-26 ("Projects").

D. The FAA is willing to provide approximately \$1,574,000 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

### **AGREEMENT**

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Special Assurances incorporated by reference into the Grant Agreement ("Special Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Special Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Special Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Special Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Steve Ammentorp, Chairperson

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Kelly Arnold, City Manager

**Attach 10**  
**Airport Terminal Renovations**  
**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>							
<b>Subject:</b>	<b>FAA Grant Agreement &amp; Supplemental Co-Sponsorship for AIP-24</b>						
<b>Meeting Date:</b>	<b>September 4, 2002</b>						
<b>Date Prepared:</b>	<b>August 26, 2002</b>				<b>File #</b>		
<b>Author:</b>	<b>Leona Aka</b>			<b>Public Safety Assistant</b>			
<b>Presenter Name:</b>	<b>Dan Reynolds</b>			<b>Operations &amp; Facilities Manager</b>			
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>	<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>		
	<b>Workshop</b>	<b>C</b>	<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Walker Field Public Airport Authority is requesting a grant from the FAA for Terminal Boarding Area Renovations (in conjunction with Transportation Security Administration (TSA) passenger screening point modifications), General Aviation Site Development and Taxiway Extension, and for the acquisition of Electronic Fingerprinting System.

**Budget:** Estimated cost of projects is \$1,000,000. Funding sources are as follows:  
                   \$817,000     FAA grant  
                   91,000       Walker Field Airport Authority Funds

The attached grant agreements draft shows a not-to-exceed amount of FAA participation. Once all project bids and other costs are known, the original grant agreement provided to the City and County for approval will reflect the actual costs. No additional funding is being asked for from either the City of Grand Junction or Mesa County for this project.

**Action Requested/Recommendation:** Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-24 with the Federal Aviation Administration.

**Attachments:** FAA Grant Agreement (3-08-0027-24)  
Co-Sponsorship Agreement for AIP Grant Applications  
No. 3-08-0027-23; No. 3-08-0027-24; and No. 3-08-0027-26  
Projects.

**Background Information:** As part of each Airport Improvement Program grant agreement, the FAA requires the Airport Authority, the City of Grand Junction, and Mesa County to enter into a Supplemental Co-Sponsorship Agreement. This agreement is part of the agenda request.

U.S. Department  
Transportation

## GRANT AGREEMENT

Federal Aviation  
Administration

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### Part I - Offer

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Date of Offer: August 23, 2002  
Airport: Walker Field  
Project Number: 3-08-0027-24  
Contract Number: DOT-FA02NM-1083

City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "Sponsor")

**From:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated March 5, 2002, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

**Extend Taxiway "CIA" and modify terminal building (passenger boarding area),**

all as more particularly described in the Project Application.

Now therefore, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the presentations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percent.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### CONDITIONS

1. The maximum obligation of the United States payable under this offer shall be \$817,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  

\$-0-for planning  
\$817,000 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 23, 2002, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or



other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

#### Special Conditions

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 1, 1999, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
11. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- may not be increased for a planning project;
  - may be increased by not more than 15 percent for development projects;
  - may be increased by not more than 15 percent for land projects.
12. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
14. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by the execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

United States of America  
Federal Aviation Administration

*Craig Aspack*  
for \_\_\_\_\_  
Manager, Denver Airports District Office

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

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## Part II - Acceptance

---

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF MESA, COLORADO

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

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Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

### RECITALS

B. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

C. The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

D. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-023; 3-08-0027-24; 3-08-0027-26 ("Projects").

E. The FAA is willing to provide approximately \$1,574,000 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

### **AGREEMENT**

2. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

3. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(b) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Special Assurances incorporated by reference into the Grant Agreement ("Special Assurances"); and

(c) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Special Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

4. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Special Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Special Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

6. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Steve Ammentorp, Chairperson

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Kelly Arnold, City Manager

Attach 11  
 Airport Security Updates

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject:</b>	FAA Grant Agreement & Supplemental Co-Sponsorship for AIP-26					
<b>Meeting Date:</b>	September 4, 2002					
<b>Date Prepared:</b>	August 26, 2002				File #	
<b>Author:</b>	Leona Aka			Public Safety Assistant		
<b>Presenter Name:</b>	Dan Reynolds			Operations & Facilities Manager		
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
<b>Citizen Presentation</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Walker Field Public Airport Authority is requesting a grant from the FAA for engineering and design services for (1) Air Cargo site development and access road relocation; and (2) Security Access System and Closed Circuit TV installation to meet federally mandated security requirements.

**Budget:** Estimated cost of project is \$480,000. Funding sources are as follows:

\$437,000	FAA grant
48,500	Walker Field Airport Authority Funds

**Action Requested/Recommendation:** Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-26 with the Federal Aviation Administration.

**Attachments:** FAA Grant Agreement draft (3-08-0027-26)  
 Co-Sponsorship Agreement for AIP Grant Applications  
 No. 3-08-0027-23; No. 3-08-0027-24; and No. 3-08-0027-26

**Background Information:** As part of each Airport Improvement Program grant agreement, the FAA requires the Airport Authority, the City of Grand Junction, and



Mesa County to enter into a Supplemental Co-Sponsorship Agreement. This agreement is part of the agenda request.

U.S. Department  
of Transportation

## GRANT AGREEMENT

Federal Aviation  
Administration

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### Part I - Offer

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**Date of Offer:** August 28, 2002  
**Airport:** Walker Field  
**Project Number:** 3-08-0027-26  
**Contract Number:** DOT-FA02NM-1091

**To:** City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "Sponsor")  
**From:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated March 5, 2002, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

**Acquire security equipment-access control (design), construct cargo apron (design) and modify/improve access road (Landing View Lane)(design),**

all as more particularly described in the Project Application.

Now therefore, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percent.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### CONDITIONS

1. The maximum obligation of the United States payable under this offer shall be \$437,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  
\$-0-for planning  
\$437,000 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 23, 2002, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

#### Special Conditions

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 1, 1999, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
11. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.
12. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
14. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties agree that by March 15, 2003, the Sponsor shall furnish final plans and specifications to the FAA, that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of such work until the said final plans and specifications have been approved, or certification accepted, by the FAA; and the parties do further agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved.

15. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

United States of America  
Federal Aviation Administration

*acting* Bradley S. Davis  
Manager, Denver Airports District Office

### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By: \_\_\_\_\_

Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

#### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY OF MESA, COLORADO**

(SEAL) \_\_\_\_\_ By: \_\_\_\_\_  
Attest: \_\_\_\_\_ Sponsor's Designated Official Representative  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney



## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

### **RECITALS**

C. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

D. The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

E. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-023; 3-08-0027-24; 3-08-0027-26 ("Projects").

F. The FAA is willing to provide approximately \$1,574,000 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

### **AGREEMENT**

3. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

4. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(c) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Special Assurances incorporated by reference into the Grant Agreement ("Special Assurances"); and

(d) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Special Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

5. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Special Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Special Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

7. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Steve Ammentorp, Chairperson

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Kelly Arnold, City Manager

**Attach 12  
Underage Drinking**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>									
<b>Subject</b>		Underage Drinking Grant							
<b>Meeting Date</b>		September 4, 2002							
<b>Date Prepared</b>		August 28, 2002				File #			
<b>Author</b>		Mike Nordine			<b>Lieutenant</b>				
<b>Presenter Name</b>		Greg Morrison			<b>Chief of Police</b>				
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>			
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>			
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** The Colorado Department of Transportation along with the Department of Public Safety are offering grant funding for projects aimed at reducing the availability and consumption of alcohol by minors. This grant is actually funded by the Department of Justice, Office of Juvenile Delinquency Prevention in Washington, D.C.

**Budget:** The Grand Junction Police Department is seeking \$107,219 to conduct targeted enforcement activities along the North Avenue corridor, at desert parties, college party houses, and at the Country Jam Music Festival. Additionally, the request will seek funding to develop new alcohol awareness training programs directed towards 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> grade students in SD #51, a college awareness class, sponsorship of several drug/alcohol free activities, and a public media campaign. There is no matching requirement.

**Action Requested/Recommendation:** Authorization to apply for this underage drinking grant in the amount of \$107,219.

**Attachments:**

1. Copy of the Solicitation for Applications
2. Itemized list of operational activities and costs for which grant funding is requested.

**Background Information:** The Grand Junction Police Department in a collaborative effort with the Mesa County Sheriff's Office, Fruita Police Department, Build a Generation, and the Mesa County Health Department, would like to initiate a broad based effort at reducing alcohol use and abuse by the youth of the Grand Valley. This effort will include numerous enforcement activities, educational programs and media awareness campaigns in an attempt to achieve our goals.

The figures listed in this request are preliminary in that the major parties to this project will be meeting on August 29<sup>th</sup> to work out many of the details and to finalize the grant application.

## SOLICITATION FOR APPLICATIONS FOR ENFORCING THE UNDERAGE DRINKING LAWS GRANT PROGRAM

The Office of Safety and Traffic Engineering at the Colorado Department of Transportation in partnership with the Division of Criminal Justice (DCJ) at the Colorado Department of Public Safety are soliciting applications from law enforcement and prosecutorial agencies to reduce the availability and consumption of alcohol beverages by minors. This is the fifth two-year block grant funded by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP).

In 1999 the emphasis of the Block Grant shifted to law enforcement programs. The core project must have a law enforcement orientation. A total of \$341,000 will be made available.

The goal of the block grant program is to support and enhance State efforts in cooperation with local jurisdictions, to enforce laws prohibiting the sale of alcoholic beverages to, and the consumption of alcoholic beverages by, minors (individuals under the age of 21).

The activities funded under the block grant may include: Establishment of statewide task forces of state and local law enforcement and prosecutorial agencies targeting retail establishments suspected of a pattern of violations of state laws governing the sale of alcohol by minors; 2) public advertising programs to educate retail sales establishments about statutory prohibitions; and 3) innovative programs to prevent and combat underage drinking.

Program guidelines: The first three of the following program components may, but are not required to be, part of a program. Numbers 4 and 5 are required in order to satisfy federal guidelines and demonstrate program effectiveness:

1. An underage drinking coalition and coordinator to guide program implementation.
2. Development of new, or enhancement of an existing strategic plan.
3. Youth participation in program implementation.
4. Law enforcement commitment as an integral part of the program.
5. Data collection.

For grant selection purposes it is necessary that each application include the following baseline data:

- The number of licensed liquor retail establishments within the applicant's jurisdiction, by type, that sell alcoholic beverages (i.e. bars, private clubs, package stores, grocery stores, convenience stores).
- The number of licensed liquor retail establishments within the applicant's jurisdiction cited for sales to youth, by type.
- The number of minors cited for possession or consumption of alcoholic beverages.
- The number of minors arrested for drinking and driving, including zero tolerance violations.

Grantee selection will be based on:

- Completeness of the application in describing the jurisdictions current underage drinking problem in relation to the criteria and the implementation of a program which includes the criteria
- Completeness of the baseline data
- A description of the planned process for gathering data for program outcome including the tracking of baseline statistics provided in the application
- A complete, detailed and reasonable budget

The application should not exceed three pages.

The application must be submitted by September 15, 2002 5:00 pm to Alex Karami at the Office of Transportation Safety, 4201 E. Arkansas Ave., EP770 Denver, CO 80222. Questions can be addressed to Alex Karami at 303.757.9360 or [alex.karami@dot.state.co.us](mailto:alex.karami@dot.state.co.us).

- 1) Targeted Desert Party Enforcement. This would consist of overtime patrols focusing on "woody's" and desert parties. We plan to run this operation during six nights of the year involving six officers on each of those nights. The plan also calls for use of PBT's and the intoxilyzer in the BAT mobile. Costs for overtime come to:

**\$8,234.00**

- 2) Targeted College parties and party houses. This plan calls for eight officers working each of 7 nights during the school year. This also includes use of PBT's and the mobile intoxilyzer to identify underage consumers of alcohol. Costs for overtime come to:

**\$10,246.00**

- 3) Target underage drinkers along the North Avenue Corridor. This plan calls for two officers for ten nights looking specifically for DUI/DWAI violations and alcohol violations utilizing bicycles and unmarked police cars. The costs for overtime comes to:

**\$3,659.00**

- 4) Enhance the DARE/GREAT programs by training additional officers to teach the classes and by providing more promotional materials for the classes. The costs for this phase of the project is:

**\$2,000.00** Training  
**\$2,000.00** Operating Supplies

- 5) Develop new alcohol awareness training programs for the 8th, 9th and 10th grade students in School District 51. These programs would be centered on the video training program entitled "Send-A-Star". Additionally, develop an alcohol awareness program for College age students. The costs for this program include purchasing two copies of the video series and overtime.

**\$ 300.00** Video  
**\$6,861.00** Overtime

- 6) Sponsorship of "Sober-Grad" party for area high school students. The costs include location rental, prizes, advertising, food and overtime. The costs total:

**\$18,000.00** Sponsorship  
**\$ 2,744.00** Overtime



- 7) 3 on 3 Basketball tournaments, one for Middle Schools and one for High Schools. The costs associated with this project include Gym rentals, Officials salaries, prizes and overtime.

**\$3,200.00** Officials and Gym rental  
**\$4,000.00** Prizes  
**\$4,939.00** Overtime

- 8) Bowl-A-Thon sponsorship. These costs include rental of the facility, prizes, food, and overtime.

**\$ 300.00** Facility Rental  
**\$1,000.00** Prizes/Food  
**\$1,234.00** Overtime

- 9) One Power point projectors to be used for educational programs.

**\$4,000.00**

- 10) 5 Intoxilyzer S-D5 Alco Testers. Three would be assigned to the GJPD and two would be distributed to the MSCO.

**\$2,075.00**

- 11) Intoxilyzer 5000EN for installation in the BAT mobile.

**\$7,000.00**

- 12) Undercover law enforcement teams at Country Jam. These funds would go towards overtime for officers working liquor enforcement at Country Jam. The cost for this will be:

**\$4,171.00**

- 13) Anti-drinking media campaign included television, billboard, radio and newspaper advertising. This cost is projected at:

**\$15,000.00**

- 14) Detention, transportation and notification system for intoxicated juveniles at the Country Jam event.

**\$2,085.00**

- 15) Saturation DUI patrols during the Country Jam Music Festival. The anticipated cost for this activity is:

**\$4,171.00**

**Attach 13**  
**Redlands Fire Protection**

# Memo

**To:** Mayor Enos-Martinez and Members of the City Council

**From:** Kelly Arnold, City Manager

**Date:** December 16, 2011

**Re:** Rural Fire Protection

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The City Attorney and I are working on the intergovernmental agreement with the Grand Junction Rural Fire Protection District which will address fire protection both in the existing rural district and in any newly formed overlay (sub) district. We are not be able to get their reaction to the proposed agreement until Tuesday, so we may or may not be able to provide you with a final version then but will at least update you Wednesday evening.

I am happy to share with you the working elements of the agreement if you would like to call me.

**Attach 14**  
**Ethical Standards for Members on Boards**  
**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>									
<b>Subject</b>		Resolution Adopting Ethical Standards for Members Serving on City Boards and Commissions							
<b>Meeting Date</b>		September 4, 2002							
<b>Date Prepared</b>		August 28, 2002					File #		
<b>Author</b>		Dan Wilson			<b>City Attorney</b>				
<b>Presenter Name</b>		Dan Wilson			<b>City Attorney</b>				
<b>Report results back to Council</b>		X	No		Yes	<b>When</b>			
<b>Citizen Presentation</b>			Yes	X	No	<b>Name</b>			
<b>Workshop</b>		X	<b>Formal Agenda</b>			<b>Consent</b>		X	<b>Individual Consideration</b>

**Summary:** Resolution adopting standards for advisory boards and City groups, as well as for the members of City boards and commissions that have final administrative decision-making duties.

**Budget:** None

**Action Requested/Recommendation:** Adopt a resolution setting standards and rules for the various City advisory and similar groups, and more rigorous rules and standards (equivalent to those that apply to the City Council members) for City groups with decision-making powers.

**Attachments:**

1. Scenarios
2. Proposed Resolution.

**Background Information:** The various City boards, committees, commissions and other groups are similar in that the members are typically appointed by the City Council. The power and legal responsibilities of several of such groups rise to the level that their decisions are in some cases legally equivalent to City Council decisions. Other City entities and City Council appointed groups will also benefit from having guidance and conflict of interest rules.

# Memo

**To:** City Council

**From:** Dan Wilson, City Attorney

**CC:** Law, Kelly Arnold, David Varley

**Date:** 12/16/2011

**Re:** Ethical Rules Scenarios

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**Scenario #1:** An applicant for an authoritative board is the owner of a firm and routinely does business for the City, but not for the board for which he is applying. The historical sales to the City by the applicant have all been pursuant to public bid process.

**Answer:** Under the City's charter and the stated policy, that applicant would either be allowed to either serve on the authoritative board or continue business with the City, but not both.

**Scenario #2:** An applicant for an authoritative board is not the owner, but is the number three person in a ten person firm that routinely does business with the City, but not for the board for which he is applying. The sales to the City by the applicant's firm are pursuant to public bid process.

**Answer:** If the #3 person is not an owner of the firm nor an officer, manager or member of the firm but is in a support role to the CEO/owner, then there is no conflict of interest.

Does this second scenario involve an appearance of impropriety? Stated another way, would a member of the public view the connection of the applicant to the firm as being identical as that of the owner? If so, then should the result be the same as Scenario #1?

**Scenario #3** – If the applicant for the authoritative board was one of the primary workers for the ten person firm, but not in a management or supervisory role, would the result change?

**Answer:** As written, the resolution would allow the arrangement and the person can serve, because the person is not exercising decision making authority for the firm.

**Scenario #4:** – If an applicant for an authoritative board is the owner of a firm that provides services to another City authoritative board (rather than directly to the City), should the result change?

**Answer:** As written, one authoritative board is viewed as being equal to the City, therefore the difference between authoritative boards does not matter. Under this scenario #4, the applicant would be barred from doing business with the City while serving on the authoritative board.

**Scenario #5:** If an applicant for an authoritative board is the spouse of an owner of a firm that provides services to another City authoritative board, should the result change?

**Answer:** Under the resolution as written, the spouse would be barred from serving on an authoritative board so long as the firm was doing business with the City. [“immediate family”...]

**Scenario #6** – If an applicant for an authoritative board is the sibling of an owner of a firm that provides services to another City authoritative board, should the result change?

**Answer:** This depends on the relationship between the siblings. As written, the resolution could interpret siblings as “members of the same family” or it could be read to mean just those persons “living under the same roof.”

My suggestion is to define family as being limited to spouses/partners, children, siblings and others with whom the person is residing. Thus, cousins, aunts, uncles and parents would not be counted as family. An individual applicant or board member might still recuse in a particular instance regarding other members of one’s extended family if the relationship is such that it would be difficult to make an independent and objective decision. For example, the relationship between the applicant/official is so close to a first cousin, that ones judgment on an authoritative board question would be that there is a tendency to affect the results, then I disclose and recusal should occur.

If family includes siblings, an official faced with a bid by a sibling with whom he/she rarely speaks and with whom there is relatively little contact, would still be a problem.

**Scenario #7:** If an applicant’s best friend does business with the City, but does not do business with the authoritative board itself, is that a problem?

**Answer:** As written the term “close business associate” would ban the best friend.

**Scenario #8:** If an applicant’s ex-spouse is one of the prime contractors for the City from time to time, but not at the time that the applicant would be appointed, would the applicant’s appointment bar another contract during his or her term?

**Answer:** As written, no, because the “ex-spouse” does not fit within the definition of family or close business associate.

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_-02**

**A RESOLUTION CLARIFYING THE ETHICAL STANDARDS FOR MEMBERS OF THE CITY'S BOARDS, COMMISSIONS AND SIMILAR GROUPS**

Recitals.

- A. The various City boards, committees, commissions and other groups are similar in that: the members are typically appointed by the City Council; the mission of each is somehow supportive of the City; and from the perspective of the citizen, the actions and pronouncements of the members of such boards and commissions may be viewed as being the act or pronouncement of the City.
- B. The power and legal responsibilities of several of such City groups rise to the level that the City Council should provide additional guidance and rules, pursuant to the City charter, state and other law.
- C. Members of entities/boards who have one or more of the following powers, duties or opportunities, should be subject to higher scrutiny and care, and will be termed "Authoritative":
- spend money,
  - adopt a budget,
  - buy or sell property,
  - act for or bind the City,
  - sue and be sued,
  - hire/fire and supervise employee(s),
  - make land use decisions, including zoning and/or variances;
  - issue and regulate City licenses, including the power to suspend or revoke a right or privilege to do business with or within the City.
- D. The following are Authoritative:
- Grand Junction Downtown Development Authority  
Walker Field Public Airport Authority (only for the three City appointees)  
Grand Junction Housing Authority  
Grand Junction Planning Commission  
Grand Junction Planning Commission Board of Appeals  
Building & Fire Code Board of Appeals  
Contractor's Licensing Board  
Parks Improvement Advisory Board (only for the City's appointee)



Public Finance Corporation  
Riverview Technology Corporation  
Grand Junction Forestry Board  
Ridges Architectural Control Committee

- E. A member of a body with advisory powers and duties only could normally not make a decision that is an actual conflict of interest, although a question of appearance of impropriety might arise. Such groups that are normally acting through a City employee or another City group will be termed “Advisory” for this resolution. The following groups and boards are Advisory:

Commission on Arts and Culture  
Parks and Recreation Advisory Board  
Urban Trails Committee  
Riverfront Commission  
Historic Preservation Board  
Growth Plan members  
Study groups  
Transit Committees/groups  
Visitor & Convention Bureau Board of Directors  
Other *Ad Hoc* Committees

- F. All members City’s boards and groups are encouraged to discuss such matters with the City Attorney or the Mayor as soon as the member determines that a situation or circumstances has arisen or is likely to.
- G. Some court cases from other jurisdictions have suggested that the ethical and conflict rules for Authoritative groups should be the same as the rules for the City Council. Based on those cases, initial drafts of these rules treated all members of Authoritative groups as being equivalent as members of the City Council.

While having one rule for the Council and all Authoritative groups has the benefit of simplicity, there are quite real and significant limitations. Namely such a rule would mean, for example, that the spouse of an appointee to a City board would be prohibited from bidding on a City job, even though the particular board has no other connection with the bid.

- H. Having considered the benefits and practical impacts of the earlier draft, the Council determines that the earlier draft rule should apply to the members of the Council. For authoritative boards, the rule should be to view each such board on its own, and not act as though totally unrelated boards and groups are the same for these purposes.

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

1. These rules supplement state and other applicable law, especially including §101 of the City charter.
2. The recitals are a substantive part of these rules.
3. A member of an Authoritative board is subject to the same rules as is a Council person, but only with regard to the particular board or group on which the member serves.
4. Rules for members of an Authoritative board are:
  - (a) With regard to the board or group on which the member serves, it is not allowed for the member, or immediate family or business associates of the member, to contract with or have a business relationship with such member's board or group.
  - (b) It is not allowed for a member to act or be involved in a decision or situation in which it could reasonably be perceived that the member's personal or financial interests could influence the decision-making.
  - (c) Regarding the board or group on which a member serves, such member shall not act, influence or be involved in a decision or situation in which the member's immediate family or business associate is involved.
  - (d) Regarding the board or group on which the member serves, it is not allowed for a member's immediate family or business associate to do business with the board or group.
  - (e) Each member must disclose the conflict or appearance of impropriety (including the potential of either) as soon as possible.
  - (f) If a conflict exists, the member must remove him or herself from further involvement in the decision or the process. If an appearance of impropriety exists, the member may remove him/her self or may seek the guidance of the other members of the board or group. In addition, if either a conflict or the appearance thereof reasonably exists, the member must avoid exercise of any attempt to influence any decision-maker.
5. Advisory boards and members are not subject to the rules that apply to Authoritative boards or groups, except that:
  - (a) A member of an advisory board or group must: as soon as possible disclose the conflict, appearance of impropriety, or potential thereof; and such member must absent him/herself from participation or influence regarding the matter.

6. There is no conflict, nor impropriety, for any member of any City Authoritative or Advisory board or group if the matter does not involve the board or group on which the member serves.
7. Some explanatory situations are described on the attached "Ethical Situations and Recommended Actions."

For this resolution:

- (a) "disclosure" or "disclose" means to write or email each member of the respective board or group, and to send a copy to the Mayor and to the City Attorney. The City Attorney shall deliver a copy of all such disclosures, along with any legal opinion that is made available to the public, to the City Clerk who will keep a public record of all such disclosures;
- (b) "immediate family" means a person's spouse/partner and the person's children, siblings and others living together as a family unit. Cousins, aunts, uncles, and parents would not be deemed "immediate family" unless living with the person as a part of the same family unit;
- (c) "business associate(s)" means a person who is:
  - (i) an owner of ten percent (10%) or more of a firm, corporation, limited liability company, partnership or other legal entity; and/or
  - (ii) an officer or director of a corporation; a manager or general manager of a member of a limited liability company; a partner of a partnership or a similar position of authority in another entity.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2002.

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President of the Council

ATTEST:

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Stephanie Tuin  
City Clerk