

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

WEDNESDAY, OCTOBER 2, 2002, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Dave Crowley, Sunrise Church of God

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING OCTOBER 2002 AS NATIONAL HEADSTART AWARENESS MONTH

PROCLAIMING OCTOBER 5, 2002 AS OKTOBERFEST DAY

PROCLAIMING OCTOBER 1 THROUGH 31, 2002 AS KNIGHTS OF COLUMBUS DAYS
FOR THE MENTALLY HANDICAPPED

PROCLAIMING OCTOBER 6 THROUGH 12, 2002 AS MENTAL ILLNESS
AWARENESS WEEK

APPOINTMENTS

TO PARKS AND RECREATION ADVISORY BOARD

PRESENTATION OF CERTIFICATE OF APPOINTMENTS

TO THE PLANNING COMMISSION BOARD OF APPEALS MEMBER AND 2ND
ALTERNATE TO PLANNING COMMISSION

TO URBAN TRAILS COMMITTEE MEMBERS

SCHEDULED CITIZEN COMMENTS

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

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*

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

Action: Approve the Summary of the September 16, 2002 Workshop and the Minutes of the September 18, 2002 Regular Meeting

2. **Setting a Hearing for the Intent to Create an Alley Improvement District 2003** [Attach 2](#)

Successful petitions have been submitted requesting a Local Improvement District be created to reconstruct the following six alleys:

- “T” Shaped Alley from 2nd to 3rd, between E. Sherwood Avenue and North Avenue
- “Cross” Shaped Alley from 6th to 7th, between Rood Avenue and White Avenue
- East/West Alley from 11th to 12th, between Rood Avenue and White Avenue
- East/West Alley from 13th to 14th, between Main Street and Colorado Avenue
- East/West Alley from 13th to 14th, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 13th to 14th, between Hall Avenue and Orchard Avenue

Resolution No. 90-02 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-03 and Authorizing the City Engineer to Prepare Details and Specifications for the Same

**Action: Adopt Resolution No. 90-02 and Set a Hearing for November 6, 2002*

Staff presentation: Rick Marcus, Real Estate Technician

3. **Subrecipient Contract with Western Region Alternative to Placement for the City's 2002 Program Year Community Development Block Grant Program** [File # CDBG-2002-2] [Attach 3](#)

The Subrecipient Contract formalizes the City's award of \$10,000 to Western Region Alternative to Placement (WRAP) for client services under the WRAP program. These funds were allocated from the City's 2002 Community Development Block Grant (CDBG) Program.

Action: Authorize the City Manager to Sign the Subrecipient Contract with WRAP for the City's 2002 Program Year, Community Development Block Grant Program

Staff presentation: Kristen Ashbeck, Senior Planner

4. **Subrecipient Contract with Grand Junction Housing Authority for the City's 2002 Program Year Community Development Block Grant Program** [File # CDBG-2002-5] [Attach 4](#)

The Subrecipient Contract formalizes the City's award of \$41,720 to Grand Junction Housing authority (GJHA) for predevelopment costs for GJHA's Linden property located at 276 Linden Avenue. The funds were allocated from the City's 2002 Community Development Block Grant (CDBG) Program.

Action: Authorize the City Manager to Sign the Subrecipient Contract with GJHA for the City's 2002 Program Year, Community Development Block Grant Program

Staff presentation: David Thornton, Principal Planner

5. **Setting a Hearing on Zoning the Iles Annexation Located at 3080 D 1/2 Road** [File # ANX-2002-171] [Attach 5](#)

First reading of the Zoning ordinance to zone the Iles Annexation Residential Multi-Family-5 (RMF-5), located at 3080 D 1/2 Road.

Proposed Ordinance Zoning the Iles Annexation to Residential Multi-Family-5 (RMF-5), 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

6. **Setting a Hearing on Zoning the DM South Annexations #1 & 2 Located at 511 30 Road** [File #ANX-2002-138] [Attach 6](#)

First reading of the Zoning Ordinance 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.

Proposed Ordinance Zoning the DM South Annexation to B-1 (Neighborhood Business) Located at 511 30 Road

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

Staff presentation: Senta Costello, Associate Planner

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

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

7. **Grant Contract Accepting \$200,000 for W.C.B.D.C.** [Attach 7](#)

The City has been awarded an Energy/Mineral Impact Assistance Grant to assist the Western Colorado Business Development Corporation with improvements to the technology center.

Action: Accept the Grant for \$200,000 on Behalf of W.C.B.D.C. and Authorize the Mayor to Sign the Agreement

Staff presentation: Ron Lappi, Administrative Services Director

8. **Public Hearing – Issuing \$1.6 Million in Private Activity Bonds** [Attach 8](#)

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. This ordinance authorizes the issuance of \$1.6 million in PABs in 2002, and an additional \$1.6 million in 2003.

Ordinance No. 3454 - An Ordinance Authorizing the Issuance and Sale of City of Grand Junction, Colorado, Adjustable Rate Revenue Bonds (Pyramid Printing, Inc. Project), Series 2002, in the Aggregate Principal Amount Not to Exceed \$1,600,000 and Series 2003, in the Aggregate Principal Amount Not to Exceed \$1,600,000; Making Determinations as to Sufficiency of Revenues and as to Other Matters Related to the Project and Approving the Form and Authorizing the Execution of Certain Documents Relating Thereto

**Action: Adopt Ordinance No. 3454 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

9. **Agreement between G.J. Rimrock General Improvement District and the Developer** [Attach 10](#)

This resolution authorizes an agreement between the City Council (acting as the Board of Directors for the Rimrock Marketplace General Improvement District) and THF Belleville, the owner and developer of Rimrock.

Resolution No. 91-02 – A Resolution Approving a Special Improvement District Agreement Between the City of Grand Junction Rimrock Marketplace General

Improvement District and THF Belleville Development, L.P.; and Providing Other Details Relating Thereto

**Action: Adopt Resolution No. 91-02*

Staff presentation: Ron Lappi, Administrative Services Director

10. **Public Hearing – Rezoning the Property at the Southeast Corner of Patterson Road and 12th Street for City Market** [File #RZ-2002-118] [Attach 9](#)

City Market is requesting a rezoning of approximately 8.26 acres from the Neighborhood Business (B-1) district and the Residential Multiple Family – 8 (RMF-8) district to the Planned Development (PD) district. The Planning Commission, on August 27, 2002, recommended approval of the zoning to the City Council.

Ordinance No. 3455 - An Ordinance Zoning 8.26 Acres of Land Located at the Southeast Corner of the Intersection of Patterson Road and 12th Street from B-1 and RMF-8 to PD (City Market)

**Action: Adopt Ordinance No. 3455 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

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

12. **OTHER BUSINESS**

13. **ADJOURNMENT**

**Attach 1
Minutes from Previous Meeting**

**GRAND JUNCTION
CITY COUNCIL WORKSHOP**

September 16, 2002

The City Council of the City of Grand Junction, Colorado, met on Monday, September 16, 2002 at 7:00 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobald, Harry Butler and President of the Council Cindy Enos-Martinez.

City Manager Kelly Arnold introduced recently hired employees to the Council.

Summaries and action on the following topics:

- 1. B-1 ZONE DISTRICT:** Community Development Director Bob Blanchard introduced this item. Senior Planner Kristen Ashbeck reviewed the proposed amendments. The amendments include renaming the zone designation to limited neighborhood business, distance requirements from other business districts, at least three store fronts sited, architectural design of the building to integrate them into the neighborhood and lighting and landscaping requirements. The new requirements will only apply to B-1 areas in residential areas.

Some members of Council preferred naming the two applications as two different zone districts. Mr. Blanchard stated that both scenarios can be presented. Council was concerned that this change will then make the City's Code different from the County's Code where an effort was made to keep both Codes identical. Planning Manager Kathy Portner stated that the County is looking to the City to take the lead on this effort and would consider adopting similar standards in their Code. Some Councilmembers wanted the minimum number of storefronts revisited.

Action summary: City Manger Arnold said that Staff will bring back a proposal for a new B-1-R District along with a map showing the affect of the distance requirement. City Manager Arnold said with the number of changes being made will warrant the matter be returned to Planning Commission.

The Council convened into regular (formal) session at 9:11 p.m..

It was moved by Councilmember Spehar moved, seconded by Councilmember Terry and carried to go into **EXECUTIVE SESSION:** For the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) for the Bus Depot.

The Council went to the Administration Conference Room to go into Executive Session.

ADJOURNED at 9:12 p.m.

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

September 18, 2002

The City Council of the City of Grand Junction convened into regular session on the 18th, day of September 2002, at 7:34 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, and President of the Council Cindy Enos-Martinez. Councilmember Reford Theobold was absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Butler led in the pledge of allegiance. The audience remained standing for the invocation by Grant Myers, Associate Pastor of the Sunrise Church of God.

APPOINTMENTS

TO THE STORMWATER STEERING COMMITTEE

Councilmember Kirtland moved to appoint Ron Stoneburner as the City's At Large representative to the Stormwater Steering Committee and to ratify the appointment of Mike Blackburn, Bruce Stahl, Jim Currier, Howard Mizushima, Linda Smith, Modesto Galvin, Harry Mavrakis and Paul Wisecup. Councilmember Butler seconded the motion. Motion carried.

PRESENTATION OF CERTIFICATES OF APPOINTMENTS

**TO THE PLANNING COMMISSION BOARD OF APPEALS MEMBER AND 2ND
ALTERNATE TO PLANNING COMMISSION**

Travis Cox was not present to receive his Certificate of Appointment.

TO URBAN TRAILS COMMITTEE MEMBERS

Timothy Fry and Walid Bou-Matar were not present to receive their Certificates of Appointment.

SCHEDULED CITIZEN COMMENTS

David Cruse, 743 23 Road, addressed Council describing his situation regarding the "Revocation of Planning Clearance" he had received for the same address. City Attorney Dan Wilson stated Staff's perspective and the City's process to resolve the situation.

CONSENT CALENDAR

It was moved by Councilmember Spehar, seconded by Councilmember Kirtland, and carried by a roll call vote, to approve Consent Items #1 through #9.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the September 4, 2002 Regular Meeting

2. **Selenium Water Quality Trading Grant and Approval of the Cooperative Agreement**

Resolution accepting the award of the EPA Selenium Water Quality Trading Project Grant Application in the amount of \$75,000.

Resolution No. 85-02 – Resolution Authorizing a Cooperative Agreement Between the City of Grand Junction and the United States Environmental Protection Agency Whereby the City of Grand Junction Receives \$75,000 in Grant Funding from the EPA for the Study of Selenium and Other Water Quality Parameters in the Grand Valley

Action: Adopt Resolution No. 85-02

3. **Setting a Hearing for Assessing for Alley Improvement District No. 2002**

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

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

Proposed Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-02 in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

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

4. **Subrecipient Contract with HomewardBound of the Grand Valley, Inc. for the City's 2002 Program Year Community Development Block Grant Program** [File #CDBG 2002-3]

The Subrecipient Contract formalizes the City's award of \$10,000 to HomewardBound of the Grand Valley, Inc. (HBGV) for purchase of bunk beds for the Community Homeless Shelter located at 2853 North Avenue. These funds were allocated from the City's 2002 Community Development Block Grant (CDBG) Program.

Action: Authorize the City Manager to Sign the Subrecipient Contract with HBGV for the City's 2002 Program Year, Community Development Block Grant Program

5. **Setting a Hearing on ISRE Annexation No. 2 Located at 2980 D-1/2 Road** [File #ANX-2002-176]

Resolution for Referral of Petition to Annex/First Reading of the Annexation Ordinance/Exercising Land Use Jurisdiction immediately for the ISRE Annexation No. 2, a parcel of land located at 2980 D-1/2 Road. This 6.27-acre annexation consists of a single parcel of land and a portion of the D-1/2 Road right-of-way.

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

Resolution No. 86-02 - 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 ISRE Annexation No. 2, Located at 2980 D-1/2 Road and Including a Portion of the D-1/2 Road Right-Of-Way

Action: Adopt Resolution No. 86-02

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, ISRE Annexation No. 2, Approximately 6.27 Acres Located at 2980 D-1/2 Road and Including a Portion of the D-1/2 Road Right-Of-Way

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for November 6, 2002

6. **Setting a Hearing on the Dakota West Annexation Located at 3088 and 3090 D 1/2 Road** [File #ANX-2002-168]

The Dakota West Annexation area consists of three parcels of land, approximately 10.91 acres in size. A petition for annexation has been presented as part

of a Preliminary Plan, in accordance with the 1998 Persigo Agreement with Mesa County. The physical addresses for the properties are 3088 and 3090 D ½ Road.

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

Resolution No. 87-02 – 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 Jurisdiction, Dakota West Subdivision, Located at 3088 & 3090 D ½ Road

Action: Adopt Resolution No. 87-02

b. Set a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Dakota West Subdivision, Approximately 10.9105 Acres, Located at 3088 & 3090 D ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for November 6, 2002

7. **Setting a Hearing on Rezoning the Property at the Southeast Corner of Patterson Road and 12th Street for City Market** [File #RZ-2002-118]

City Market is requesting a rezoning of approximately 8.26 acres from the Neighborhood Business (B-1) District and the Residential Multiple Family – 8 (RMF-8) District to the Planned Development (PD) District. The Planning Commission, on August 27, 2002, recommended approval of the zoning to the City Council.

Proposed Ordinance Rezoning 8.26 Acres of Land Located at the Southeast Corner of the Intersection of Patterson Road and 12th Street from B-1 and RMF-8 to PD (City Market)

Action: Adopt Proposed Ordinance and Set a Public Hearing for October 2, 2002

8. **2002 Colorado Methamphetamine Enforcement Program Grant**

The Bureau of Justice Assistance through the Colorado Department of Public Safety is offering grant funding to help law enforcement agencies protect peace officers involved in clandestine methamphetamine (meth) lab investigations against hazardous materials and to provide the tools for effective investigative work. The intent of this program is to address meth problems in Western Colorado.

Action: Authorization to Apply for this Methamphetamine Enforcement Program Grant in the Amount of \$120,933

9. **Setting a Hearing on Issuing \$1.6 Million in 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. This ordinance authorizes the issuance of \$1.6 million in PABs in 2002.

Proposed Ordinance Authorizing the Issuance and Sale of City of Grand Junction, Colorado, Adjustable Rate Revenue Bonds (Pyramid Printing, Inc. Project), Series 2002, in the Aggregate Principal Amount Not to Exceed \$1,600,000 and Series 2003, in the Aggregate Principal Amount Not to Exceed \$1,600,000; Making Determinations as to Sufficiency of Revenues and as to Other Matters Related to the Project and Approving the Form and Authorizing the Execution of Certain Documents Relating Thereto

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for October 2, 2002

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

The Mayor acknowledged a group of students in the audience who attend an American Government class at Mesa State College.

Setting a Hearing on the Kresin Annexation, 2052 South Broadway [File #ANX-2002-157] **(The Applicant has requested to withdraw petition)**

The Kresin Annexation is an annexation comprised of 1 parcel of land located at 2052 South Broadway, comprising a total of 8.2013 acres. The petitioner is seeking annexation as part of a request for Preliminary Plan approval pursuant to the 1998 Persigo Agreement with Mesa County.

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

Resolution No. 88-02 - 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, Kresin Annexation Located at 2052 South Broadway

b. Set a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Kresin Annexation, Approximately 8.2013 Acres Located at 2052 South Broadway

Mr. Bruce Kresin, 2052 South Broadway, explained to Council his original plan. He told Council that Staff did not support his plan because his plan was not in conformance with the Growth Plan, and did not meet the City Staff's required improvements. Although his plan is basically a simple subdivision, due to a lot line adjustment in order to accommodate an easement for an adjacent property owner, the plan becomes a major subdivision. That triggers the requirements for conformance with the Growth Plan and the off site improvements. The Growth Plan calls for a much higher density and the improvements are required for both abutting roadways. He advised Council that it is his understanding that the simple subdivision process will be amended and after the amendment he will then be allowed to go forward with his original plan (Simple Subdivision). He asked that until the Code was amended to cancel his project. The possibility of tabling his petition was also discussed.

Pat Cecil, Development Services Supervisor said that a lot line adjustment is not affected by the Growth Plan.

Mr. Kresin asked Council to either table his petition, so he does not have to resubmit his plan and again pay all the fees or to cancel the entire project.

City Attorney Dan Wilson said the State Annexation law does not allow a withdrawal of the request and the Persigo Agreement compels annexation. He informed Council that they can continue both items, but to keep in mind that the signature on the petition is only good for 180 days. He told Council that another option is to go forward with the annexation but delay the second part of petitioner's request.

Mr. Kresin argued that he had to sign a petition for annexation before his subdivision plan would be accepted by Staff. Mr. Wilson said that this is the agreement the City has with the County. Mr. Kresin preferred to table the annexation also.

Upon motion made by Councilmember Terry, seconded by Councilmember McCurry, and carried by a roll call vote, Resolution No. 88-02 and the proposed Ordinance of Annexation were continued to March 19, 2003.

Change Order to Construction Contract for Redlands Village Northwest Sewer Improvement District for Relocation of Proposed Sewer Lift Station

Change order on the current contract with Sorter Construction for Redlands Village Northwest Sewer Improvement District in the amount of \$75,335.50 for relocation of the currently proposed Redlands Village North lift station to a point that will allow the station to serve a much larger drainage basin as well as appropriate funds for future extension of sewer up Limekiln Gulch.

Trent Prall, Utilities Engineer, reviewed this item. He pointed out the proposed construction area for the relocation of the new lift station. He explained that the new lift station will eliminate the existing Desert Hills and Panorama Lift Stations. He said Council had approved the concept when the contract was awarded at the meeting on January 16, 2002. Mr. Prall informed Council that many of the concerns from surrounding residents have been addressed and that there are some adjacent property owners that support the relocation.

John McGee, 2204 Crestline Court, identified his property location on the map. He said the original plan was to put the lift station at a different location. He pointed out that the revision is adding about 1600 homes whose sewage will flow through Limekiln Gulch. He was concerned that the line will de-stabilize the slope, similar to what happened along the bluffs that can be seen from the Redlands Parkway. The engineer's estimate to put in the sewer line is \$225,000, but Sorter's Construction's bid is \$370,000, which is a 64% increase. It would cost only \$60,000 to bring the Panorama Lift Station up to date. Mr. McGee said that Mr. Fisher no longer supports the original proposal. He pointed out that no geo-technical analysis has been done on these bottomlands.

Councilmember Terry asked if there are comparable studies for this property as with the property which can be seen from Redlands Parkway. Mr. McGee said he only assumes so.

Councilmember Kirtland asked if easements have been obtained. Mr. McGee's reply was that they have not been negotiated.

Jim Gelsomini, 627 Rushmore Drive, also pointed out his property location on the map. He made reference to the limited access into the nearby Walker Wildlife Area. He was concerned that a failure of a station in the original proposal would be of less impact whereas a failure of the new lift station would affect 800 plus homes and it would also impact a very pristine area. Mr. Gelsomini was also concerned about the access road that would be used weekly to maintain the lift station.

Larry Feather, 631 Rushmore Drive, said his house is directly on the bluff, and when there was high water, the area was flooded. He said he had erosion issues and he had to modify watering, eliminate some landscaping and he also had to do some erosion control. He was concerned that with construction down that gulch and with a road being built that it would loosen an already very sensitive soil.

Councilmember Kirtland asked the Utilities Engineer, Mr. Trent Prall, about the costs of the easements. Mr. Prall replied that they do need to obtain easements and the cost of the easements has been considered as well as the financial analysis. He said the Public Works Department has not seen the information which Mr. McGee provided to Council. Mr. Prall asked for an opportunity to review the figures. He said the 825 units figure sounds right, originally the lift station was to serve about 450 homes or so. In the new proposal, the station would serve about 1,000 homes. Mr. Prall said the impact from each individual lift station would be less than that from the one big station. He pointed out that a breach in the Desert Hills Lift Station would cause a flow-down

Limekiln Gulch whereas the new station is closer to the river and therefore would avoid most of the Gulch in the case of a failure.

Councilmember Spehar asked Mr. Prall about a history of failures of the lift stations. Mr. Prall said prior to Y2K, the main cause of failure was the lack of backup power. He said eight lift stations were upgraded to include backup generators; other potential failures are due to seals but redundancies cover those. He explained the wet wells have additional capacity to catch any failure for a certain amount of time and backup power will be provided for the new station with an ultra quiet generator.

Councilmember Spehar asked about the frequency and length of the power outages. Mr. Prall replied the power outages usually last 45 minutes to 1 hour and the response time is about the same. He said there were no lift station failures in the last year.

Mark Relph, Public Works Director, said he was not aware of any failures since the use of backup power. Mr. Prall said the last raw sewage flow was in 1999 prior to the backup power installation.

Councilmember Terry had questions about the mitigation of the construction impact on erosion and maintenance of the new lift station. Mr. Prall explained that a road will be built with underneath drainage as a 12 to 15 foot wide access road, which will be gated and it will appear that it is a part of private property. Council could request a USGS review.

Mr. Prall said that in regards to the soil, the studies have not been done because of the distance from the toe of the slopes, but the Public Works Department could have them done. Mr. Prall said there is no floodplain issue, because the lift station is outside of the 100-Year-Floodplain, but Limekiln Gulch has not been mapped. He said the Public Works Department is proposing cinderblock walls around the facility for flood control and for sound proofing.

Councilmember Terry wanted to know about the long term mitigation on vegetation and wildlife impacts.

Mr. Prall replied that the Department of Wildlife (DOW) feels that the deer population will "hang-out" in the Wildlife Refuge, but the DOW has discovered that the deer come back into the Gulch at night. Mr. Prall informed Council that since the young are born in spring, the construction schedule could be moved up to avoid any impact on breeding. Also larger tree plantings would obstruct the view of the lift station.

Mr. Relph said any approval should be made contingent on Staff working with the USGS to address any concerns rather than postpone consideration. He also said Staff believes it is a sound design, but they are willing to confirm with other entities for the sake of the property owners.

Upon motion made by Councilmember Terry, seconded by Councilmember McCurry, and carried by a roll call vote, Council authorized the City Manager to execute a Change Order to the Redlands Village Northwest Sewer Improvement District

Construction Contract with Sorter Construction for \$75,335.50. The motion is conditioned upon satisfactory soils investigation by Staff with a report back to Council.

Public Hearing – Gerick Annexation, Located at 324 Quail Drive and Zoning the Gerick Annexation Located at 324 Quail Drive [File #ANX-2002-136]

Resolution for acceptance of the petition to annex and for Second Reading of the Annexation Ordinance for the Gerick Annexation located at 324 Quail Drive. The annexation consists of 4.5293 acres of one parcel of land.

The petitioner is seeking annexation as part of their request for an administrative review of a simple subdivision, pursuant to the 1998 Persigo Agreement with Mesa County.

The public hearing was opened at 9:03 p.m.

Ronnie Edwards, Associate Planner reviewed this item and the zoning request in one presentation.

The applicant was not present.

There were no public comments.

The public hearing was closed at 9:05 p.m.

a. Accepting Petition

Resolution No. 89-02 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Gerick Annexation is Eligible for Annexation Located at 324 Quail Drive

b. Annexation Ordinance

Ordinance No. 3452 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gerick Annexation Approximately 4.5293 Acres Located at 324 Quail Drive

c. Zoning Ordinance

Ordinance No. 3453 - An 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

Upon motion made by Councilmember Spehar, seconded by Councilmember McCurry, and carried by a roll call vote, Resolution No. 89-02 was adopted and Ordinances No. 3452 and No. 3453 were adopted on Second Reading and ordered published.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

There was none.

EXECUTIVE SESSION

To discuss the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, relative to amending existing contracts under C.R.S. Section 24-6-402(4)(e) and to consult with the City Attorney under C.R.S. 24-6-402(4)(b) and to receive legal advice in regards to the Persigo Agreement.

It was moved by Councilmember Spehar, seconded by Councilmember Kirtland to go into executive session, to discuss the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, relative to amending existing contracts under C.R.S. Section 24-6-402(4)(e), and to consult with the City Attorney under C.R.S. 24-6-402(4)(b) and to receive legal advice in regards to the Persigo Agreement. Councilmember Terry voted against going into executive session. Motion carried.

ADJOURNMENT

City Council President Enos-Martinez called for the meeting to be adjourned. City Council adjourned into executive session at 9:07 p.m. and stating they will not return after the session.

Stephanie Tuin, CMC
City Clerk

Attach 2
Create an Alley Improvement District 2003
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	A resolution declaring the intent to create Alley Improvement District 2003					
Meeting Date	October 2nd, 2002					
Date Prepared	September 20th, 2002				File #	
Author	Rick Marcus			Real Estate Technician		
Presenter Name	Rick Marcus			Real Estate Technician		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Successful petitions have been submitted requesting a Local Improvement District be created to reconstruct the following six alleys:

- “T” Shaped Alley from 2nd to 3rd, between E. Sherwood Avenue and North Avenue
- “Cross” Shaped Alley from 6th to 7th, between Rood Avenue and White Avenue
- East/West Alley from 11th to 12th, between Rood Avenue and White Avenue
- East/West Alley from 13th to 14th, between Main Street and Colorado Avenue
- East/West Alley from 13th to 14th, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 13th to 14th, between Hall Avenue and Orchard Avenue

A public hearing is scheduled for the November 6, 2002 City Council meeting.

Budget:

2003 Alley Budget	\$360,000
Carry in from 2002 Budget	\$ 13,710
Estimated Cost to construct 2003 Alleys	\$336,252
Estimated Balance	\$ 37,458

Action Requested/Recommendation: Review and adopt the proposed resolution.

Attachments: 1) Resolution 2) Notice 3) Summary Sheets 4) Maps

Background Information: Peoples Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates by resolution. The present rates for alleys are \$8.00 per abutting foot for residential

single-family uses, \$15.00 per abutting foot for residential multi-family uses, and \$31.50 per abutting foot for non-residential uses.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**DECLARING THE INTENTION OF THE CITY COUNCIL
OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE
WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST-03 AND
AUTHORIZING THE CITY ENGINEER TO PREPARE
DETAILS AND SPECIFICATIONS FOR THE SAME**

WHEREAS, a majority of the property owners to be assessed have petitioned the City Council, under the provisions of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that an Alley Improvement District be created for the construction of improvements as follows:

Location of Improvements:

- "T" Shaped Alley from 2nd to 3rd, between E. Sherwood Avenue and North Avenue
- "Cross" Shaped Alley from 6th to 7th, between Rood Avenue and White Avenue
- East/West Alley from 11th to 12th, between Rood Avenue and White Avenue
- East/West Alley from 13th to 14th, between Main Street and Colorado Avenue
- East/West Alley from 13th to 14th, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 13th to 14th, between Hall Avenue and Orchard Avenue

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer; and

WHEREAS, the City Council deems it advisable to take the necessary preliminary proceedings for the creation of a Local Improvement District.

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

1. That the District of lands to be assessed is described as follows:

LOT 1 BLK 13 SHERWOOD ADD; and also,
ALL THAT PT LOT 2 BLK 13 SHERWOOD ADD N OF A LI EXTENDING FR
MIDPOINT ON WLY BDRY TO MIDPOINT OF ELYBDRY LOT; and also,
BEG INTERS OF SWLY LI LOT 3 BLK 13 SHERWOOD ADD WISELY ROW OF
EAST SHERWOOD DR NELY ALG DR 50FT S43DEG36MIN E 126.24FT TO ALY S
28DEG W ALG ALY 52.65FTTO SWLY LI LOT 3 N 43DEG36MIN W ALG LI 143.35FT
TO BEG; and also,
N 80FT OF LOT 5 BLK 13 SHERWOOD ADD; and also,

S 100FT OF LOT 5 BLK 13 SHERWOOD ADD; and also,
UNIT 1 + AN UNDIVIDED 1/2 OF THE COMMON ELEMENTS SHERWOOD PARK
CONDOMINIUM AS RECD RECEPTION NO 1014611; and also,
UNIT 2 + AN UNDIVIDED 1/2 OF THE COMMON ELEMENTS SHERWOOD PARK
CONDOMINIUM AS RECD RECEPTION NO 1014611; and also,
A PORTION OF LOT 4 SHERWOOD ADD SEC 11 1S 1W DESC AS FOLLOWS
BEG SE COR SD LOT 4 N 89DEG42' W 75FT N 0DEG13' W119.05FT ALG CVE TO
RIGHT 51.5FT RAD 583.3FT CHORDBEAR S 68DEG39'08SEC E 51.48FT ALG CVE
TO RIGHT 38.68FT RAD 20FT CHORD BEARS S 55DEG24'13SEC E 32.86FTS
0DEG13' E 119.53FT TO BEG; and also,
BEG S 0DEG13' E 97FT FR NE COR LOT 6 BLK 13 SHERWOOD ADD SEC 11 1S 1W
S0DEG13' E 43FT N 89DEG36'30SEC W190.53FT N 44DEG54'45SEC W 7.11FT
N0DEG13' W 112.16FTN 28DEG08' E 25.81FT S 89DEG36'30SEC E 51.78FT S
0DEG13' E 97FT S 89DEG36'30SEC E 131.50FT TO BEG; and also,
UNITS 101 THRU 105 INC & UNITS 201-202-204 & 205 SHERWOOD PARK PLAZA
RECPT NO1274960 DECL RECD B-1343 P-570 THRU P-600 MESA CO RECDS &
COMMON ELEMENTS; and also,
LOTS 1-2-3 BLK 4 SHAFROTH RODGERS ADDITION SEC 11 1S 1W & BEG 520FT E
OF SWCOR SD SEC 11 N 400FT E 50FT S 400FT W TO BEG & THAT PT OF W 10FT
OF VAC ROWOF 3RD ST ADJ ON E PER CITY ORD DESC IN B-1704 P-668 EXC N
10FT FOR ALLEY AS DESC IN B-1020 P-965 MESA CO RECORDS; and also,
BEG 470FT E OF SW COR SEC 11 1S 1W N 390FT E 50FT S390FT W TO
BEG EXC S 50FT FOR RD AS PER B-1451 P-530 MESA CO RECORDS; and also,
BEG 420FT E OF SW COR SEC 11 1S 1W N 390FT E 50FT S390FT W TO
BEG EXC S 50FT FOR RD AS PER B-1451 P-530 MESA CO RECORDS.
AND ALSO; Lots 1 through 32, inclusive, Block Q, Keiths Addition.
AND ALSO; Lots 1 through 34, inclusive, Block 89, Grand Junction.
AND ALSO; Lots 1 through 32, inclusive, Block 2, Dundee Place.
AND ALSO; Lots 1 through 4, inclusive; and Lots 16 through 20, inclusive, Block 1,
Eastholme in Grandview Subdivision.
AND ALSO; Lots 1 through 32, inclusive, Block K, Keiths Addition.
All in the City of Grand Junction, and Mesa County, Colorado.

2. That the assessment levied against the respective properties will be as follows per each linear foot directly abutting the alley right-of-way:

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed \$31.50 per abutting foot; provided, however, that existing multi-family uses within a non-residential zone shall be assessed at the multi-family rate of \$15.00 per abutting foot; further provided, that any single-family uses within a non-residential zone shall be assessed at the single family rate of \$8.00 per abutting foot.

Properties located in a residential multi-family zone shall be assessed at the residential multi-family rate of \$15.00 per abutting foot; provided, however, that any single family uses within a multi-family zone shall be assessed at the single family rate of \$8.00 per abutting foot.

Properties located in a single family residential zone shall be assessed at \$8.00 per abutting foot; provided, however, that existing multi-family uses within a residential zone shall be assessed at the multi-family rate of \$15.00 per abutting foot.

Properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

If the use of any property changes, or if a property is rezoned any time prior to the assessment hearing, the assessment shall reflect that change.

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 2,938.40, feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 328.40 feet; and the total amount of assessable footage receiving the non-residential rate is 1,958.80.

3. That the assessments to be levied against the properties in said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals which shall be added to the principal payable in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

4. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for such paving; and a map of the district depicting the real property to be assessed from which the amount of assessment to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

5. That Notice of Intention to Create said Alley Improvement District No. ST-03, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "**NOTICE**".

NOTICE

OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-03, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-03, in said City for the purpose of reconstructing and paving certain alleys to serve the property hereinafter described which lands are to be assessed with the cost of the improvements, to wit:

That the District of lands to be assessed is described as follows:

LOT 1 BLK 13 SHERWOOD ADD; and also,
ALL THAT PT LOT 2 BLK 13 SHERWOOD ADD N OF A LI EXTENDING FR
MIDPOINT ON WLY BDRY TO MIDPOINT OF ELYBDRY LOT; and also,
BEG INTERS OF SWLY LI LOT 3 BLK 13 SHERWOOD ADD WISELY ROW OF
EAST SHERWOOD DR NELY ALG DR 50FT S43DEG36MIN E 126.24FT TO ALY S
28DEG W ALG ALY 52.65FT TO SWLY LI LOT 3 N 43DEG36MIN W ALG LI 143.35FT
TO BEG; and also,
N 80FT OF LOT 5 BLK 13 SHERWOOD ADD; and also,
S 100FT OF LOT 5 BLK 13 SHERWOOD ADD; and also,
UNIT 1 + AN UNDIVIDED 1/2 OF THE COMMON ELEMENTS SHERWOOD PARK
CONDOMINIUM AS RECD RECEPTION NO 1014611; and also,
UNIT 2 + AN UNDIVIDED 1/2 OF THE COMMON ELEMENTS SHERWOOD PARK
CONDOMINIUM AS RECD RECEPTION NO 1014611; and also,
A PORTION OF LOT 4 SHERWOOD ADD SEC 11 1S 1W DESC AS FOLLOWS
BEG SE COR SD LOT 4 N 89DEG42' W 75FT N 0DEG13' W 119.05FT ALG CVE TO
RIGHT 51.5FT RAD 583.3FT CHORD BEARS N 68DEG39'08SEC E 51.48FT ALG
CVE TO RIGHT 38.68FT RAD 20FT CHORD BEARS S 55DEG24'13SEC E 32.86FTS
0DEG13' E 119.53FT TO BEG; and also,
BEG S 0DEG13' E 97FT FR NE COR LOT 6 BLK 13 SHERWOOD ADD SEC 11 1S 1W
S0DEG13' E 43FT N 89DEG36'30SEC W 190.53FT N 44DEG54'45SEC W 7.11FT
N0DEG13' W 112.16FT N 28DEG08' E 25.81FT S 89DEG36'30SEC E 51.78FT S
0DEG13' E 97FT S 89DEG36'30SEC E 131.50FT TO BEG; and also,
UNITS 101 THRU 105 INC & UNITS 201-202-204 & 205 SHERWOOD PARK PLAZA
RECPT NO1274960 DECL RECD B-1343 P-570 THRU P-600 MESA CO RECDS &
COMMON ELEMENTS; and also,
LOTS 1-2-3 BLK 4 SHAFROTH RODGERS ADDITION SEC 11 1S 1W & BEG 520FT E
OF SWCOR SD SEC 11 N 400FT E 50FT S 400FT W TO BEG & THAT PT OF W 10FT
OF VAC ROW OF 3RD ST ADJ ON E PER CITY ORD DESC IN B-1704 P-668 EXC N
10FT FOR ALLEY AS DESC IN B-1020 P-965 MESA CO RECORDS; and also,
BEG 470FT E OF SW COR SEC 11 1S 1W N 390FT E 50FT S 390FT W TO
BEG EXC S 50FT FOR RD AS PER B-1451 P-530 MESA CO RECORDS; and also,
BEG 420FT E OF SW COR SEC 11 1S 1W N 390FT E 50FT S 390FT W TO
BEG EXC S 50FT FOR RD AS PER B-1451 P-530 MESA CO RECORDS.
AND ALSO; Lots 1 through 32, inclusive, Block Q, Keiths Addition.
AND ALSO; Lots 1 through 34, inclusive, Block 89, Grand Junction.
AND ALSO; Lots 1 through 32, inclusive, Block 2, Dundee Place.
AND ALSO; Lots 1 through 4, inclusive; and Lots 16 through 20, inclusive, Block 1,
Eastholme in Grandview Subdivision.
AND ALSO; Lots 1 through 32, inclusive, Block K, Keiths Addition.

All in the City of Grand Junction, and Mesa County, Colorado.

Location of Improvements:

- “T” Shaped Alley from 2nd to 3rd, between E. Sherwood Avenue and North Avenue
- East/West Alley from 13th to 14th, between Main Street and Colorado Avenue
- East/West Alley from 13th to 14th, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 13th to 14th, between Hall Avenue and Orchard Avenue
- “Cross” Shaped Alley from 6th to 7th, between Rood Avenue and White Avenue
- East/West Alley from 11th to 12th, between Rood Avenue and White Avenue

Type of Improvements: To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer.

2. That the assessment levied against the respective properties will be as follows per each linear foot directly abutting the alley right-of-way:

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed \$31.50 per abutting foot; provided, however, that existing multi-family uses within a non-residential zone shall be assessed at the multi-family rate of \$15.00 per abutting foot;

Properties located in a residential multi-family zone shall be assessed at the residential multi-family rate of \$15.00 per abutting foot.

Properties located in a single-family residential zone shall be assessed at \$8.00 per abutting foot.

Properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

If the use of any property changes, or if a property is rezoned any time prior to the assessment hearing, the assessment shall reflect that change.

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 2,938.40 feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 328.40 feet; and the total amount of assessable footage receiving the non-residential rate is 1,958.80.

To the total assessable cost of \$90,135.40 to be borne by the property owners, there shall be added six (6) percent for costs of collection and incidentals. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals which shall be added to the principal payable in ten (10) annual installments which shall become due upon the same date upon which general taxes,

or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On November 6th, 2002, at the hour of 7:30 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said City, the Council will consider testimony that may be made for or against the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested therein in the office of the City Clerk during business hours, at any time prior to said hearing.

Dated at Grand Junction, Colorado, this 2nd day of October, 2002.

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

By: _____
City Clerk

PASSED and **ADOPTED** this 2nd day of October, 2002.

President of the Council

Attest:

City Clerk

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 2nd STREET TO 3rd STREET EAST SHERWOOD AVENUE TO NORTH AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• TWAG, LLP (Baird Brown)	190.50	\$ 31.50	\$ 6,000.75
Bevill Family, LLP	61.80	\$ 15.00	\$ 927.00
Bevill Family, LLP	52.60	\$ 15.00	\$ 789.00
• North Third Venture, LLP	90.00	\$ 31.50	\$ 2,835.00
• Michael Wiarda & Laura Bond	114.00	\$ 15.00	\$ 1,710.00
• Linda Moran	30.90	\$ 31.50	\$ 973.35
• Michael & Loretta Klaich	30.90	\$ 31.50	\$ 973.35
• Jane & James Jenkins	75.00	\$ 31.50	\$ 2,362.50
John & Betty Dunning	190.40	\$ 31.50	\$ 5,997.60
• Janet Pomrenke	71.10	\$ 31.50	\$ 2,239.65
Harbert Investment Co.	310.00	\$ 31.50	\$ 9,765.00
Noah White, et al	50.00	\$ 31.50	\$ 1,575.00
Noah White, et al	50.00	\$ 31.50	\$ 1,575.00
TOTAL			\$37,723.20
ASSESSABLE FOOTAGE	1,317.20		

Estimated Cost to Construct \$ 97,593.00

Absolute Cost to Owners \$ 37,723.20

Estimated Cost to City \$ 59,869.80

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 = 7/13 or 54% of Owners & 46% of Abutting Footage

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 6th STREET TO 7th STREET ROOD AVENUE TO WHITE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Mesa County	75.00	\$ 31.50	\$ 2,362.50
• Anthony Williams, et al	50.00	\$ 31.50	\$ 1,575.00
• RMEC Properties	25.00	\$ 31.50	\$ 787.50
• RMEC Properties	25.00	\$ 31.50	\$ 787.50
• Courthouse Place Associates	25.00	\$ 31.50	\$ 787.50
• Ken Rabideau, et al	50.00	\$ 31.50	\$ 1,575.00
• Roy & Pamela Blythe	50.00	\$ 31.50	\$ 1,575.00
David & Collen hawks	75.00	\$ 31.50	\$ 2,362.50
• Harry Williams	125.00	\$ 31.50	\$ 3,937.50
• Dale Cole	185.00	\$ 31.50	\$ 5,827.50
• Carroll Multz	135.00	\$ 31.50	\$ 4,252.50
• Courthouse Place Associates	50.00	\$ 31.50	\$ 1,575.00
TOTAL			\$27,405.00
ASSESSABLE FOOTAGE	870.00		

Estimated Cost to Construct \$ 71,725.00

Absolute Cost to Owners \$ 26,617.50

Estimated Cost to City \$ 45,107.50

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

- Indicates Property Owners Signing Petition = 11/12 or 92% of Owners & 90% of Abutting Footage

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 11th STREET TO 12th STREET ROOD AVENUE TO WHITE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Hazel Kirkendall & John Worsham	50.00	\$ 8.00	\$ 400.00
• Marilyn Seuferer	37.50	\$ 8.00	\$ 300.00
• Norma Mattie	37.50	\$ 8.00	\$ 300.00
• Eileen Bird	50.00	\$ 8.00	\$ 400.00
Dwain Partee, et al	50.00	\$ 8.00	\$ 400.00
James Fuchs	50.00	\$ 8.00	\$ 400.00
• Gary Kunz & Melanie Porter	75.00	\$ 8.00	\$ 600.00
Cynthia McRobbie	50.00	\$ 8.00	\$ 400.00
• David & Terri Klements	50.00	\$ 8.00	\$ 400.00
Vera Alps & Laura Hamilton	50.00	\$ 8.00	\$ 400.00
• Rodney Johnson	50.00	\$15.00	\$ 750.00
• Dennis Haberkorn	50.00	\$ 8.00	\$ 400.00
Loti Rattan	50.00	\$ 8.00	\$ 400.00
Charles & Roberta McIntyre	50.00	\$15.00	\$ 750.00
• Linda Villa	50.00	\$ 8.00	\$ 400.00
• William Mertz	50.00	\$ 8.00	\$ 400.00
• Neola Miller	50.00	\$ 8.00	\$ 400.00
• Deborah Lehman	50.00	\$ 8.00	<u>\$ 400.00</u>
TOTAL			\$7,900.00
ASSESSABLE FOOTAGE	900.00		

Estimated Cost to Construct \$ 47,500.00

Absolute Cost to Owners \$ 7,900.00

Estimated Cost to City \$ 39,600.00

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 = 11/18 or 61% of Owners & 61% of Abutting Footage

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 13th STREET TO 14th STREET CHIPETA AVENUE TO OURAY AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• James & Sharon Armstrong	50.00	\$ 8.00	\$ 400.00
• Tracy & Michael Lefebre	62.50	\$ 8.00	\$ 500.00
• Charles Buss	62.50	\$ 8.00	\$ 500.00
• Harry Tiemann	62.50	\$ 8.00	\$ 500.00
• Janet Breckenridge & William McNulty	62.50	\$ 8.00	\$ 500.00
Robert Joyner & Marsha Blacker	50.00	\$ 8.00	\$ 400.00
• Scott & Mandie Mercier	50.00	\$ 8.00	\$ 400.00
• William McCracken & Robin Dearing	50.00	\$ 8.00	\$ 400.00
• Conrad Gulden & Marsha Bradford	50.00	\$ 8.00	\$ 400.00
• Harry Tiemann	50.00	\$ 8.00	\$ 400.00
Kellie Clark	50.00	\$ 8.00	\$ 400.00
• David & Joni Davis	50.00	\$ 8.00	\$ 400.00
Bruce Binkley	50.00	\$ 8.00	\$ 400.00
• Ruth Price & Douglas Stark	50.00	\$ 8.00	\$ 400.00
Vicki Winger	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 = 11/15 or 73% of Owners & 75% of Abutting Footage

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 13th STREET TO 14th STREET HALL AVENUE TO ORCHARD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Shawn & Lorinda Stratton	77.07	\$ 8.00	\$ 616.56
Jessie Morris	77.06	\$ 8.00	\$ 616.48
Dennis Svaldi	77.07	\$ 8.00	\$ 616.56
• Max, Vicki & Shannon Stites	76.00	\$ 8.00	\$ 608.00
• Roland & Frances Gearhart	77.07	\$ 8.00	\$ 616.56
• Charles Theisen	77.06	\$ 8.00	\$ 616.48
• Bill Ashcraft	77.07	\$ 8.00	<u>\$ 616.56</u>
TOTAL			\$4,307.20
ASSESSABLE FOOTAGE	538.40		

Estimated Cost to Construct	\$ 33,934.00
Absolute Cost to Owners	<u>\$ 4,307.20</u>
Estimated Cost to City	\$ 29,626.80

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 = 4/7 or 57% of Owners & 57% of Abutting Footage

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 13th STREET TO 14th STREET MAIN STREET TO COLORADO AVENUE

ASSESSMENT	OWNER	FOOTAGE	COST/FOOT	
• Beverly Hughes		50.00	\$ 8.00	\$ 400.00
• David Berry		50.00	\$ 8.00	\$ 400.00
• Irene Hannigan		50.00	\$ 8.00	\$ 400.00
• Benjamin Arnold		50.00	\$ 8.00	\$ 400.00
• Hulda & Glenn Webster		50.00	\$ 8.00	\$ 400.00
• Hulda Webster		50.00	\$ 8.00	\$ 400.00
• Delos & Alice Else		50.00	\$ 8.00	\$ 400.00
Betty, Jack & Lisa Tanksley		50.00	\$ 8.00	\$ 400.00
• Melvin & Margaret Southam		50.00	\$ 8.00	\$ 400.00
Cherry & Lee Fazio		50.00	\$ 8.00	\$ 400.00
Larry & Lori Holloway		50.00	\$ 8.00	\$ 400.00
• Michael Mclaughlin		50.00	\$ 8.00	\$ 400.00
• Theresa Williamson		50.00	\$ 8.00	\$ 400.00
• Alice Allen		50.00	\$ 8.00	\$ 400.00
• Donald & Judy Hackney		50.00	\$ 8.00	\$ 400.00
• Zelda Brookins		50.00	\$ 8.00	\$ 400.00
			TOTAL	\$ 6,400.00
ASSESSABLE FOOTAGE		800.00		

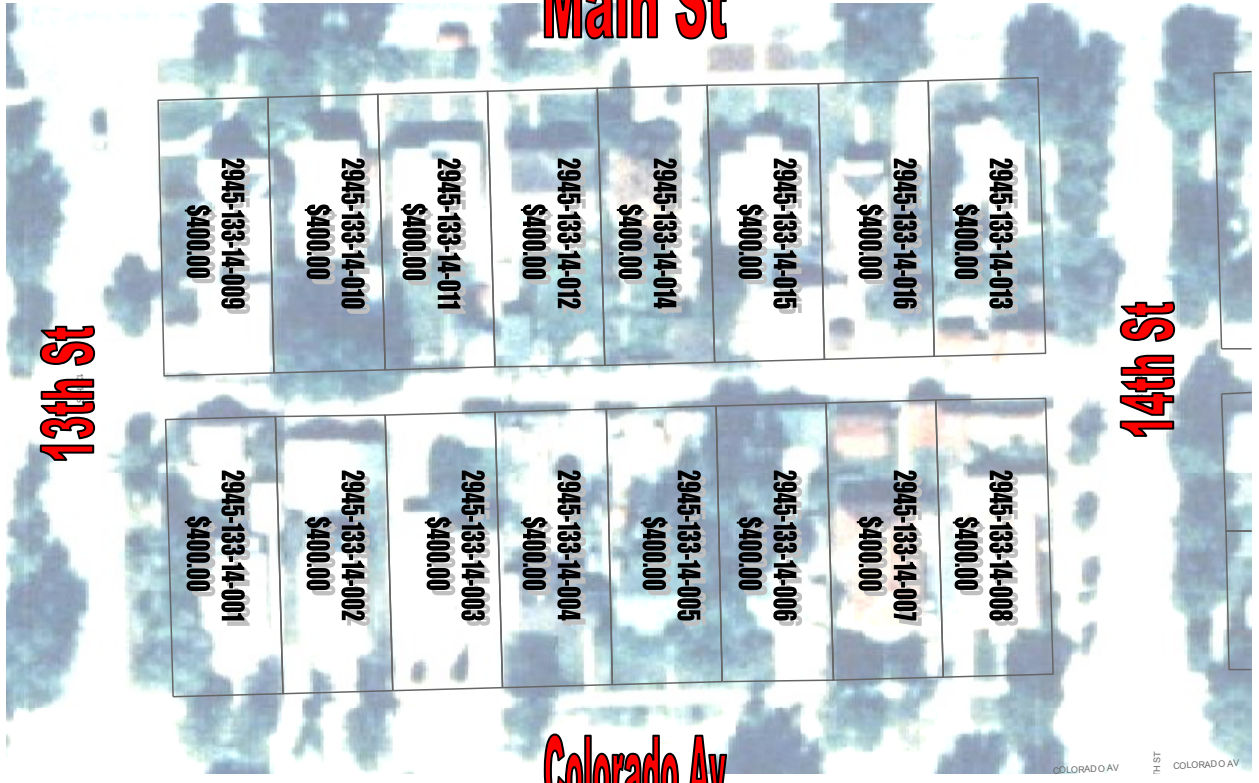
Estimated Cost to Construct	\$ 42,750.00
Absolute Cost to Owners	<u>\$ 6,400.00</u>
Estimated Cost to City	\$ 36,350.00

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 = 13/16 or 81% of Owners & 81% of Abutting Footage

13th to 14th, Main to Colorado

Main St

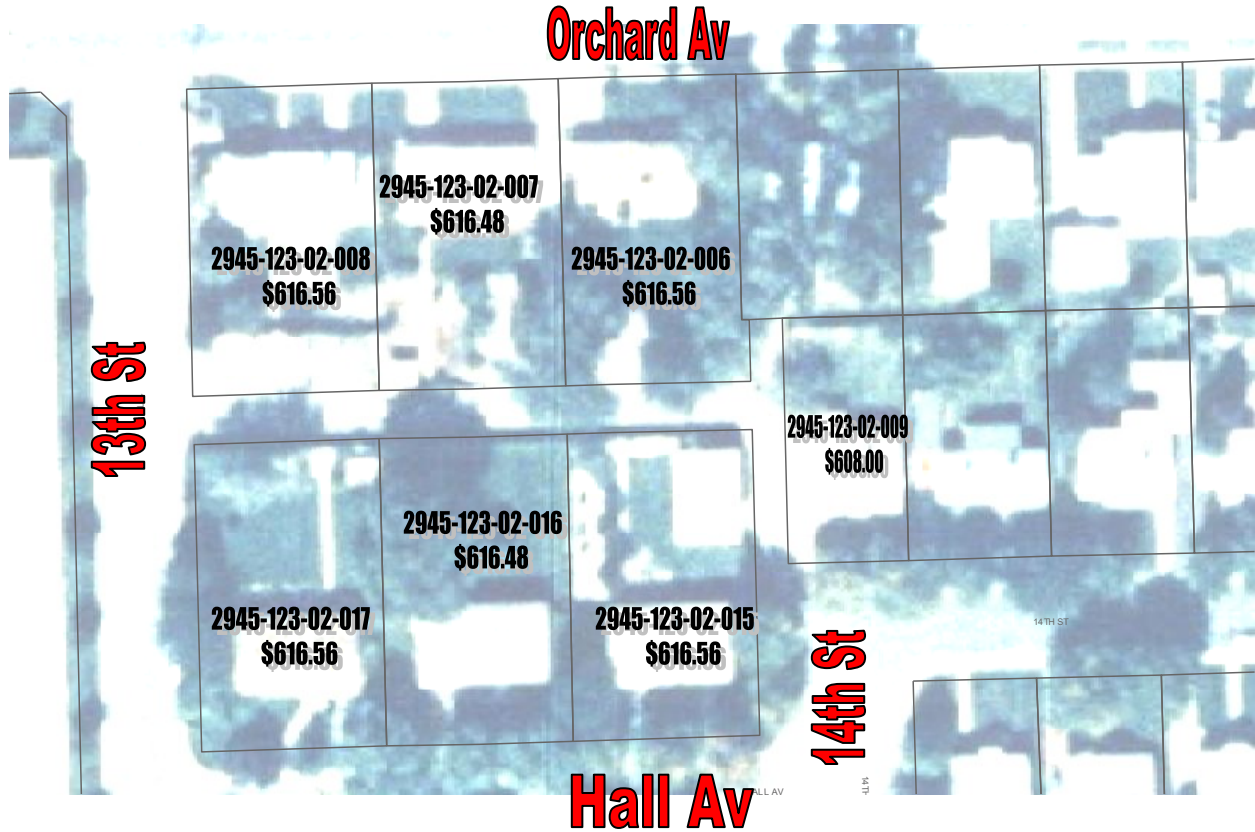


Colorado Av

13th to 14th, Chipeta to Ouray



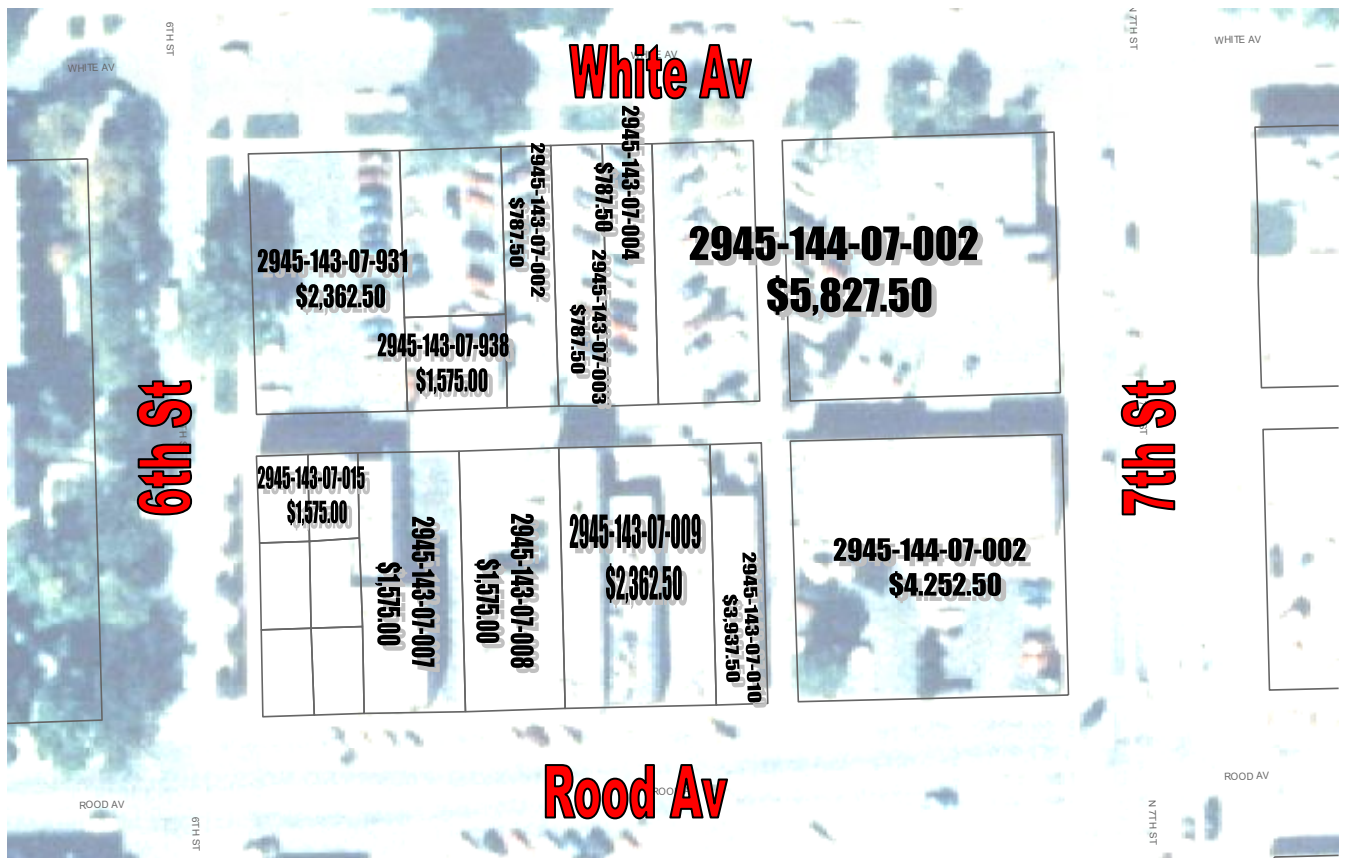
13th to 14th, Hall to Orchard



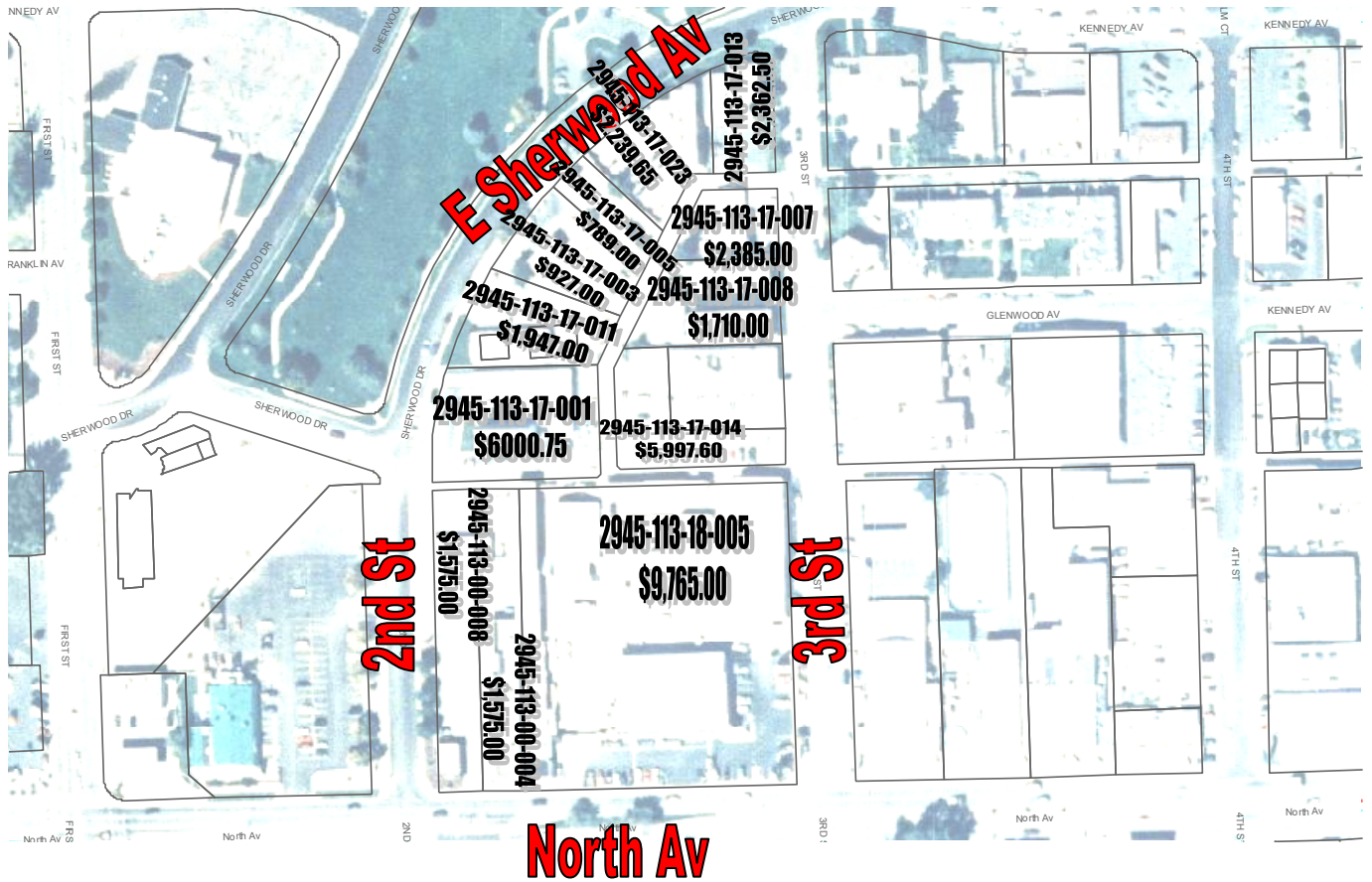
11th to 12th, Road to White



6th to 7th, Rood to White



2nd to 3rd, E Sherwood to North



Attach 3
Subrecipient contract to WRAP
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Subrecipient Contract with Western Region Alternative to Placement for the City's 2002 Program Year Community Development Block Grant Program					
Meeting Date	October 2, 2002					
Date Prepared	September 23, 2002			File: CDBG 2002-2		
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kristen Ashbeck		Senior Planner			
Report Results Back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: The Subrecipient Contract formalizes the City's award of \$10,000 to Western Region Alternative to Placement (WRAP) for client services under the WRAP program. These funds were allocated from the City's 2002 Community Development Block Grant (CDBG) Program.

Budget: N/A

Action Requested: Approval of the subrecipient contract with WRAP for the City's 2002 Program Year, Community Development Block Grant Program.

Background Information: The general purpose of the entire WRAP program and this project is to prevent and reduce the frequency with which Grand Junction/Mesa County youth are placed in out-of-home placement through the juvenile justice, mental health or human services systems. The City awarded a grant of \$10,000 to WRAP from the City's 2002 Community Development Block Grant monies to be used towards this program. WRAP will match the grant with \$320,732 in other fund sources for the entire annual program.

WRAP is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2002 Program Year CDBG funds to WRAP but the City remains responsible for the use of these funds. This contract with WRAP outlines the duties and responsibilities of each party and is used to ensure that WRAP will comply with all Federal rules and regulations governing the use of these funds. This contract must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of the contract (attached) contains the specifics of the project and how the money will be used by WRAP for its program.

Attachments:

1. Exhibit A, Subrecipient Contract

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
WESTERN REGION ALTERNATIVE TO PLACEMENT**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement Western Regional Alternative Placement (WRAP) \$10,000 from its 2002 Program Year CDBG Entitlement Funds for client services under the WRAP program. The general purpose of the entire program and this project is to prevent and reduce the frequency with which Grand Junction/Mesa County youth are placed in out-of-home placement through the juvenile justice, mental health or human services systems.
2. Western Regional Alternative Placement certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.208(a)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Western Region Alternative Placement (WRAP) program is a collaborative effort including Mesa County youth serving agencies, local business representatives and parents. WRAP is open for referrals from all community agencies and any Mesa County family at risk of having a child removed from the home. WRAP strives to stabilize and support families by negotiating individualized family case plans utilizing a family friendly, strengths-based approach. The population served is the most seriously troubled children and youth in the community. These children/youth are multi-system involved, have a history of special needs and frequently exhaust conventional services or programs. They are often at risk for an out-of-home placement or are returning to their home communities after hospitalization, juvenile detention or residential placement. The State of Colorado has allocated \$125,800 for the WRAP program for FY 02-03. In order to access this allocated amount, the State's \$125,800 must be matched by local contributions. Every local dollar, including this CDBG grant award is eligible for 100% state dollar match. It is understood that the City's grant of \$10,000 in CDBG funds shall be used primarily for housing needs (e.g. monthly payment assistance, utility services payments, etc.).

____ WRAP
____ City

4. This project shall commence upon the full and proper execution of the 2002 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and and approval and compliance. The project shall be completed on or before June 30, 2003.

5. The revenue for the entire annual program is as follows:

School District 51	\$ 50,000
Mesa County Dept of Human Services	\$ 55,000
State of Colorado, Div of Criminal Justice	\$125,800
Colorado West Mental Health Center	\$ 12,000
Mesa County United Way	\$ 24,000
Hilltop Community Resources	\$ 24,000
Client Donations	\$ 3,000
PSSF Flex Dollars	\$ 15,000
SB 94	\$ 6,932
V.A.L.E.	\$ 5,000

6. Western Region Alternative to Placement estimates that the total number of clients served by the program will be 500 to 600 families and 1,200 children during its operation in FY 02-03 and 500 to 600 families and 1,300 children in FY 03-04.

7. The City of Grand Junction shall monitor and evaluate the progress and performance of Western Region Alternative to Placement to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Western Region Alternative to Placement shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

8. Western Region Alternative to Placement shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.

9. Western Region Alternative to Placement understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Western Region Alternative to Placement shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Western Region Alternative to

Placement shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.

_____ WRAP
_____ City

10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to Western Region Alternative to Placement once all funds are expended and a final report is received.

_____ WRAP
_____ City

Attach 4
Subrecipient Contract with Grand Junction Housing Authority
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Subrecipient Contract with Grand Junction Housing Authority for the City's 2002 Program Year Community Development Block Grant Program					
Meeting Date		October 2, 2002					
Date Prepared		September 25, 2002			File: CDBG 2002-5		
Author		David Thornton		Principal Planner			
Presenter Name		David Thornton		Principal Planner			
Report Results Back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The Subrecipient Contract formalizes the City's award of \$41,720 to Grand Junction Housing Authority (GJHA) for predevelopment costs for GJHA's Linden property located at 276 Linden Avenue. These funds were allocated from the City's 2002 Community Development Block Grant (CDBG) Program.

Budget: N/A

Action Requested: Approval of the subrecipient contract with GJHA for the City's 2002 Program Year, Community Development Block Grant Program.

Background Information: GJHA is proposing to complete predevelopment activities and planning for a 7.5 acre affordable housing development located at 276 Linden Avenue. "Predevelopment activities and planning costs" as used in the agreement means and includes: Architectural fees, civil engineering fees, surveying, market analysis, Traffic study, fiscal feasibility analysis, and other planning and design costs.

The City awarded a grant of \$41,720 to GJHA from the City's 2002 Community Development Block Grant funds.

GJHA is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2002 Program Year CDBG funds to GJHA but the City remains responsible for the use of these funds. This contract with GJHA outlines the duties and responsibilities of each party and is used to ensure that GJHA will comply with all Federal rules and regulations governing the use of these funds. This contract must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of the contract

(attached) contains the specifics of the project and how the money will be used by GJHA for affordable housing predevelopment costs and activities.

Attachments:

1. Exhibit A, Subrecipient Contract

**2002 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
*Grand Junction Housing Authority***

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The Grand Junction Housing Authority has been awarded \$41,720 from the City's 2002 Community Development Block Grant (CDBG) funding cycle to fund predevelopment activities and planning costs leading to the construction of affordable housing units at 276 Linden Avenue on 7.5 acres of land currently owned by the Grand Junction Housing Authority.
2. The Grand Junction Housing Authority understands that the funds described in paragraph #1 above are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Grand Junction Housing Authority shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically stated in the subrecipient contract. The Grand Junction Housing Authority shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met, will be met and if required will continue to be met.
3. Subject to full and faithful compliance with the subrecipient agreement the City agrees to pay Grand Junction Housing Authority \$41,720 from its 2002 Program Year CDBG Entitlement Funds for predevelopment activities and planning costs for the 276 Linden Avenue property. "Predevelopment activities and planning costs" as used in the agreement means and includes:
 - Architectural fees for designs and drawings used to determine the most effective way to meet the need of affordable housing on this site and the cost of having the architect meet with the City's Community Development Department;
 - Civil engineering development of a preliminary drainage plan, soils testing including environmental assessment(s), and site layout;
 - Survey of property boundaries, site elevations, and features;
 - Market analysis;
 - Traffic study;
 - Fiscal feasibility analysis; and
 - Other planning and design costs.

If the subrecipient fails to complete predevelopment activities and planning on or before April 30, 2004 this agreement shall be null and void.

_____ Grand Junction Housing Authority
_____ City of Grand Junction (initial by both)

4. The Grand Junction Housing Authority certifies that it will meet the CDBG National Objective of low/moderate income benefit and meet CDBG eligibliity requirements under 570.205 Planning Costs. In addition, any future construction of housing by Grand Junction Housing Authority on this property will serve low/moderate income households in Grand Junction, Colorado earning less than 80% of area median income.
5. CDBG funds provided under this Subrecipient Agreement shall be used ONLY for predevelopment and planning costs. All additional costs shall be borne by Grand Junction Housing Authority. Property improvements and construction are outside the scope of this contract and outside the scope of use of these funds.
6. This project shall commence upon the full and proper execution of the 2002 Subrecipient Agreement and the completion of an environmental review as required by the Community Development Block Grant program. Predevelopment and planning activities to be funded by this agreement shall be completed on or before April 30, 2004. No reimbursement shall be made prior to that date if the Subrecipient has not incurred costs associated with those activities identified in this contract.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of Grand Junction Housing Authority to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring, and evaluating criteria and standards. The Grand Junction Housing Authority shall cooperate with the City or HUD relating to such monitoring and evaluation.
8. Progress Reports: Grand Junction Housing Authority shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed. All required reports shall be sent to David Thornton, Principal Planner, 250 North Fifth Street, Grand Junction, Colorado 81501.
9. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis. The Grand Junction Housing Authority shall submit a reimbursement request in writing to the City two weeks in advance of any requested payment reimbursement.

10. The budget for the predevelopment and planning of the project is estimated to be \$41,720, with the City providing \$41,720 in CDBG funding for that purpose.

_____ Grand Junction Housing Authority
_____ City of Grand Junction (initial by both)

**Attach 5
Zoning the Iles Annexation**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	First reading of the zoning ordinance for the Iles Annexation, located at 3080 D ½ Road					
Meeting Date	October 2, 2002					
Date Prepared	September 25, 2002				File # ANX-2002-171	
Author	Lisa Gerstenberger		Senior Planner			
Presenter Name	As above		As above			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: First reading of the Zoning ordinance to zone the Iles Annexation Residential Multi-Family-5 (RMF-5), located at 3080 D ½ Road.

Budget: N/A

Action Requested/Recommendation: Approve first reading of the zoning ordinance.

Attachments:

1. Staff Report
2. Annexation Map
3. Zoning Ordinance

Background Information: See attached staff report

AGENDA TOPIC: First reading of the Zoning ordinance for the Iles Annexation, ANX-2002-171.

SUMMARY: First reading of the Zoning ordinance to zone the Iles Annexation Residential Multi-Family-5 (RMF-5), located at 3080 D ½ Road.

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

Action Requested/Recommendation: Recommend that City Council approve first reading of the Zoning ordinance.

Staff Analysis:

ZONING OF ANNEXATION:

The proposed zoning for the Iles Annexation is the Residential Multi-family, 5 units/acre (RMF-5) zone district. The proposed use of the site is to be residential, which is in keeping with the goals of the Growth Plan and the RMF-5 zone district. Section 2.14(F), Zoning of Annexed Properties, of the Zoning and Development Code, states

that land annexed into the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.

REZONING CRITERIA:

The annexed property or rezone must be evaluated using the criteria noted in Section 2.6(A) of the Zoning and Development Code. The criteria are as follows:

1. The existing zoning was in error at the time of adoption. This property is being annexed into the City and has not been previously considered for zoning, therefore, there has not been an error in zoning.

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 with developing residential uses. The request for Residential Multi-family, 5 units/acre (RMF-5) zoning is in keeping with the Growth Plan and Section 2.14, Annexations, of the Zoning and Development Code.

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 RMF-5 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the proposed zone district, therefore this criterion is met.

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of the Code and other City regulations and guidelines. The proposal is in conformance with the Growth Plan, and the policies and requirements of the Zoning and Development Code and other City regulations and guidelines.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development. Adequate public facilities and services are available at this time or will be installed with development of the site.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs. An adequate supply of land is available in the community, however, it is located in the County and has not yet developed. This area is designated as Residential Medium, 4-8 units/acre on the Future Land Use Map of the Growth Plan. In

accordance with Section 2.14, Annexations, of the Zoning and Development Code, the Residential Multi-family, 5 units/acre (RMF-5) zone district is appropriate for this property when it develops.

7. The community or neighborhood will benefit from the proposed zone.
The surrounding neighborhood and community would benefit from the proposed rezone by providing a development which meets the goals and policies of the Growth Plan.

STAFF RECOMMENDATION

Staff recommends approval of the Residential Multi-Family, 5 dwelling units per acre (RMF-5) zone district, with the finding that the proposed zone district is consistent with the Growth Plan land use designation, and with Section 2.6(a) of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION

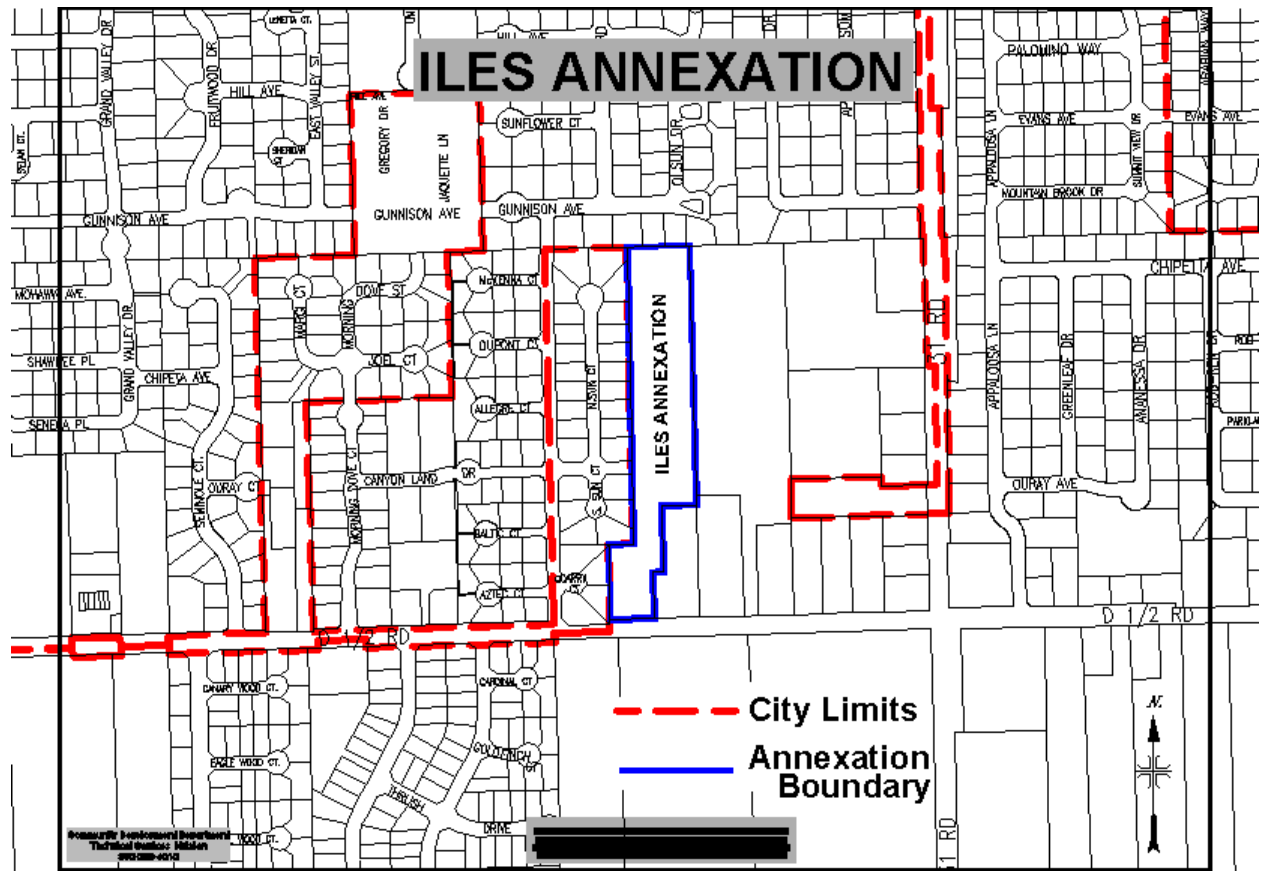
Approval of the Residential Multi-Family-5 (RMF-5) zone district for the following reasons:

- RMF-5 zone district meets the recommended land use categories as shown through the Growth Plan, as well as the Growth Plan's goals and policies.
- RMF-5 zone district meets the criteria found in Section 2.6(A) of the Zoning and Development Code.

Attachments:

- Zoning Ordinance
- Annexation Map

H:Projects2002/ANX-2002-171/lesCityZord1



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**Zoning the Iles Annexation to Residential Multi-Family-5 (RMF-5),
Located at 3080 D 1/2 Road**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Iles Annexation to the **RMF-5** zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate lands uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the **RMF-5** zone district be established.

The Planning Commission and City Council find that the **RMF-5** zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned RMF-5, Residential Single Family with a density not to exceed 5 units per acre, zone district:

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.

Housing type, density and bulk standards shall be for the **RMF-5** zone district.

Introduced on first reading this 2nd day of October, 2002.

PASSED and ADOPTED on second reading this ____ day of October, 2002.

Mayor

ATTEST:

City Clerk

Attach 6
Zoning the DM South Annexations #1 & 2
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		DM South Annexations #1 & 2					
Meeting Date		October 2, 2002					
Date Prepared		September 25, 2002			File #ANX-2002-138		
Author		Senta Costello		Associate Planner			
Presenter Name		Senta Costello		Associate Planner			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: First reading of the Zoning Ordinance 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.

The Planning Commission reviewed the requested zoning on September 24, 2002 and recommended approval.

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council conduct the first reading of the zone of annexation ordinance for the DM South Annexations #1 & 2 and set a hearing for October 16, 2002.

Attachments:

1. Staff Report
2. Annexation Map
3. Zone of Annexation Ordinance

Background Information: See attached report.

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

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.

ZONE OF ANNEXATION:

Under the 1998 Persigo Agreement with Mesa County, the City is allowed to zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan's Future Land Use Map. This proposed zoning of B-1 conforms to the City's Growth Plan's Future Land Use Map.

B-1 ZONE DISTRICT

- The B-1 (Limited Business) does conform to the recommended intensity found on the Growth Plans Future Land Use Map. The site is currently designated as Commercial.
- Zoning this annexation with the B-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 other Limited Business uses such as a car wash and 2 small strip malls.

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 zoning is B-1 in the County and the rezone to City B-1 supports the Future Land Use Map.

2. There as been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

There has been no change of character in the neighborhood. The zone change is being required to give a City zoning designation to the subject property.

3. *The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;*

The proposed zoning is compatible with the neighborhood and will not create adverse impacts.

4. *The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines.*

The proposal conforms to the Growth Plan as it supports commercial uses in this particular area. The simple subdivision being created meets the requirements of the Zoning and Development Code.

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

Public facilities and services are available for the current commercial and residential uses.

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 commercial designation to be changed to a City commercial designation.

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

The proposed zone will benefit the neighborhood as it is keeping in place an equivalent commercial zone district that is harmonious to the adjacent neighborhood.

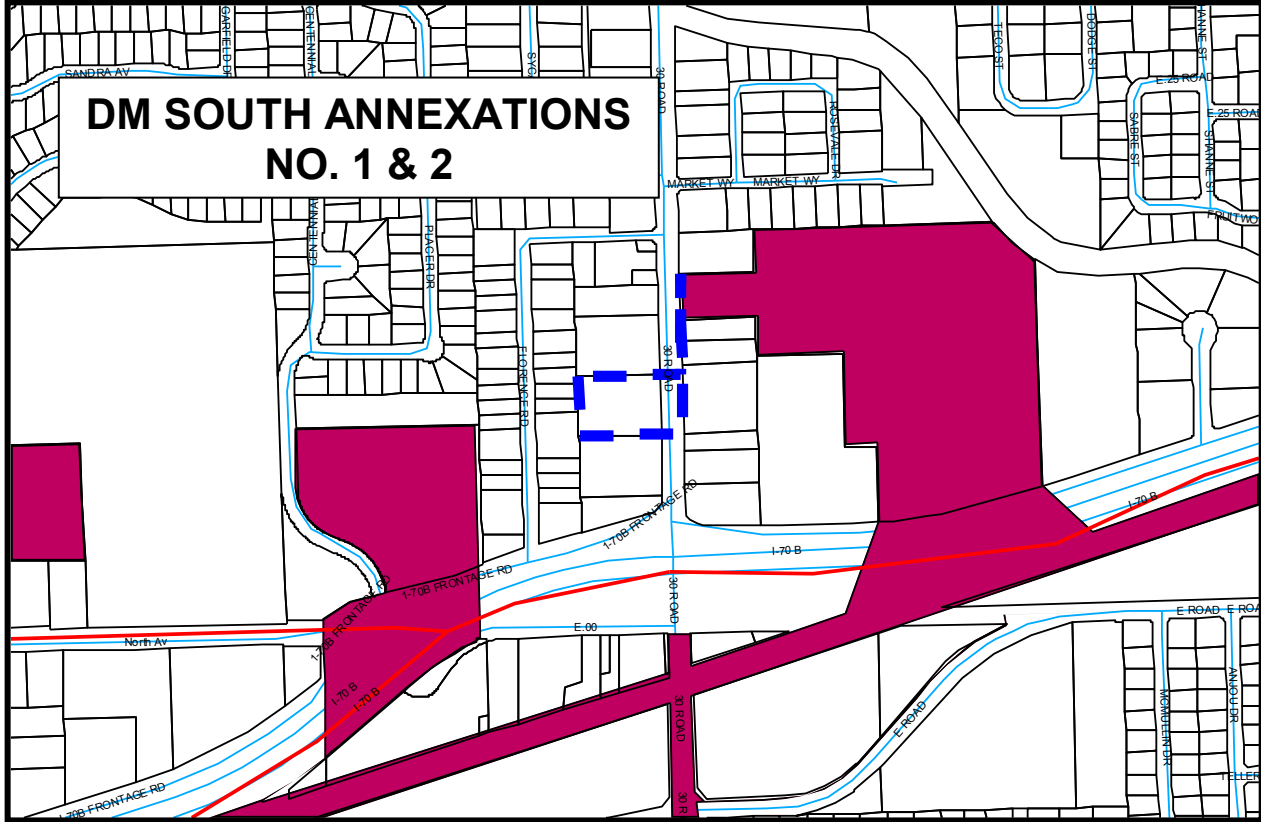
FINDINGS AND CONCLUSIONS:

1. Consistent with the Future Land Use Growth Plan
2. Consistent with 2.6 and 2.14 of the Zoning and Development Code

Recommendation: The Planning Commission recommends that City Council find the proposed zoning for the DM South Annexation to be consistent with the Growth Plan and Sections 2.14 and 2.6 of the Zoning and Development Code.

CC Zone-1st read.doc

ANNEXATION MAP



Current City Limits



Annexation Boundary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**ZONING THE DM SOUTH ANNEXATION
TO B-1 (Neighborhood Business)**

LOCATED AT 511 30 Road

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an B-1 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the B-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 B-1 (Light Industrial) zone district

Includes the following tax parcel 2943-084-00-032

Beginning at a point 640' North of the Southeast corner of Section 8, T1S, R1E of the Ute Meridian, thence North 200', thence West 330', thence South 200', thence East 330' to the point of beginning, EXCEPT the East 50' thereof for roadway.

Introduced on first reading this 2nd day of October, 2002.

PASSED and ADOPTED on second reading this ____ day of _____, 2002.

Attest:

President of the Council

City Clerk

**Attach 7
Grant Contract for W.C.B.D.C.**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Authorizing a Grant Contract Accepting \$200,000 for W.C.B.D.C.						
Meeting Date	October 2, 2002						
Date Prepared	Sept. 23, 2002					File #	
Author	Ron Lappi			Administrative Services Director			
Presenter Name	Ron Lappi			Administrative Services Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The City has been awarded an Energy/Mineral Impact Assistance Grant to assist the Western Colorado Business Development Corporation.

Budget: Matching funds in both hard dollars \$79,500 and in-kind contributions of \$188,000 are provided by W.C.B.D.C. to receive the \$200,000 grant.

Action Requested/Recommendation: Accept the grant for \$200,000 on behalf of W.C.B.D.C. and authorize the Mayor to sign the agreement.

Attachments: DOLA Grant Contract.

Background Information: The City applied for an energy impact grant for the W.C.B.D.C. to assist with improvements to the technology center including; a training room, a kitchen incubator, re-roofing building 3022, creating admin. offices, a new shipping dock for the incubator, and utility service upgrades to the entire complex.

The original application was for Federal Funds but it was determined that it was in the City's best interest to receive state money, so that our actual revenues are closer to our TABOR revenue growth limit.

EIAF #4277 - Grand Junction Business Development Center

Contract Routing #
Vendor #
CFDA # N/A

**GRANT CONTRACT
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM**

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the City of Grand Junction, 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 153, Appropriation Code Number 128, Org. Unit FA00, GBL , Contract Encumbrance Number F03MLG4277; and

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

WHEREAS, the State desires to assist political subdivisions of the state and state agencies that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to sections 34-63-102, C.R.S., the Local Government Mineral Impact Fund has been created, which fund is administered by the Department of Local Affairs, herein referred to as the "Department" through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to section 34-63-102(5)(a)(I), C.R.S., the Executive Director of the Department is authorized to make grants from the Local Government Mineral Impact Fund to political subdivisions, including public schools, for the planning, construction and maintenance of public facilities and for public services; and

WHEREAS, the Contractor, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of a grant from the Local Government Mineral Impact Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, it is hereby agreed that:

- 1. Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services," set forth in the attached Exhibit A, herein referred to as the "Project." Costs incurred prior to the date of execution of this Contract by the State Controller or designee shall not be reimbursed by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A.
- 2. Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of Ron Lappi an employee or agent of the Contractor, who is hereby designated as the responsible administrator of the Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Unilateral Contract Amendment to this contract initiated by the State as set forth in paragraph 8.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.
- 3. Time of Performance.** This Contract shall become effective upon the date of proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed as set forth in the "Time of Performance" section of Exhibit A. Expenses incurred by the Contractor in association with the Project prior to execution of this Contract by the State Controller or designee shall not be considered eligible expenditures for reimbursement by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" section of Exhibit A.
- 4. Authority to Enter into Contract and Proceed with Project.** The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The person signing and executing this Contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project. Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Contractor represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed

5. Compensation and Method of Payment: Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from the Local Government Mineral Impact Fund in an amount not to exceed TWO HUNDRED THOUSAND AND XX/100 Dollars (\$200,000.00). The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Reversion of Excess Funds to the State.

a) Any State funds paid to the Contractor and not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed. Any State funds not required for completion of the Project will be deobligated by the State.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. Financial Management and Budget. At all times from the effective date of this Contract until completion of the Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars (\$20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Bilateral Contract Amendment as set forth in Paragraph 8.c).

8. Modification and Amendment.

a) **Modification by Operation of Law.** This Contract is subject to such modifications as may be necessitated by changes in federal or state law or requirements. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution of the Amendment by the State Controller's designee and without the signature of the Contractor.

i) Paragraph 2 of this Contract, "Responsible Administrator";

- Performance”;
- ii) Paragraph 3 of Exhibit A, Scope of Services “Time of
- Address”;
- iii) Paragraph 5 of Exhibit A, Scope of Services “Remit
- Schedule”;
- iv) Paragraph 6 of Exhibit A, Scope of Services “Payment
- v) Paragraph 22 of this Contract if applicable, Repayment of
Loan, and Exhibit B, Loan Repayment Schedule

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 8 b. i) through v): Responsible Administrator, Time of Performance, Remit Address, Payment Schedule, or Repayment of Loan and Loan Repayment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller’s designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller’s designee.

- i) unless otherwise specified in the “Budget” section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);
- ii) unless otherwise specified in the “Budget” section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;
- iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;
- iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, “Compensation and Method of Payment” as well as to Exhibit A “Budget” and “Payment Schedule”;
- v) when there are additional federal or state statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 8.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 8 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 8.b) or 8.c) of this paragraph.

9. **Audit.**

a) **Discretionary Audit.** The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives and the federal government or any of its duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date of final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, 29-1-601, et seq., C.R.S., and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

10. Conflict of Interest. The Contractor shall comply with the provisions of 18-8-308 and 24-18-101 through 24-18-109, C.R.S.

11. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

12. Contract Termination. This Contract may be terminated as follows:

a) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) **Termination for Convenience.** The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 12.b) above shall, at the

option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to paragraph 8 of this Contract and applicable law.

14. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

15. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. Assignment. Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of responsibilities under this Contract.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

18. Successor in Interest. In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

19. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

21. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions
- B. Contract
- C. The Scope of Services, Exhibit A

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

Indemnity: The contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

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

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Revised: 12/1/01

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

CITY OF GRAND JUNCTION, COLORADO

Legal Name of Contracting Entity

846000592*

Social Security Number or FEIN

REVIEWER:

Signature of Authorized Officer

MAYOR

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

STATE OF COLORADO:

BILL OWENS, GOVERNOR

By _____

Bob Brooks, Executive Director

Department of Local Affairs

PRE-APPROVED FORM CONTRACT

By _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is

signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Arthur L. Barnhart

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

EXHIBIT A

SCOPE OF SERVICES

EIAF #4277 - Grand Junction Business Development

EXHIBIT A SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of renovations to buildings and utility infrastructure at the Western Colorado Business Development Center, formerly the U.S. Department of Energy Complex in Grand Junction, Colorado. The facilities are owned by the Riverview Technology Corporation, (RTC) a private not-for-profit corporation created by the City of Grand Junction (Contractor) to own and manage the complex.

Eligible expenses include the costs of engineering and construction associated with 1) renovations for a reception area and training room in the technology center, 2) construction of and equipment for the kitchen incubator in the technology center, 3) re-roofing building 3022, 4) creating new administrative offices, 5) construction of a shipping dock, and 6) utility service upgrades to the entire complex.

Energy and Mineral Impact Assistance funds in the amount of TWO HUNDRED THOUSAND AND XX/100 Dollars (\$ 200,000.00) are provided under this Contract to finance Project costs. The Contractor is expected to provide SEVENTY NINE THOUSAND FIVE HUNDRED AND XX/100 Dollars (\$ 79,500.00) in Project financing, and, in any event, is responsible for all Project cost in excess of TWO HUNDRED THOUSAND AND XX/100 Dollars (\$ 200,000.00).

In addition, the Contractor, through the WCBDC, will provide day to day supervision and \$188,000 in in-kind match in the form of donated construction services.

The City will enter into a written agreement with the RTC governing continued use of the facilities improved under this grant contract. The agreement will guarantee continued use of the facility by the Western Colorado Business Development Center as a small business incubator having public benefit to the citizens of Grand Junction for a period of at least ten years from the date of this grant.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs upon request, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply

with all applicable federal and Colorado state laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

Contractor agrees to acknowledge the state Department of Local Affairs in any and all materials or events designed to promote or educate the public about the project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. ENERGY AND MINERAL IMPACT

The City of Grand Junction has been historically impacted by energy development. The Atomic Energy Commission in the 1940s and 1950s formerly used the building complex, which is the subject of this contract. It subsequently transferred to the Department of Energy where it served as headquarters for contractors involved with clean up of properties contaminated by radioactive waste. With the end of the Uranium Mill Tailings Remedial Action Program, reductions in work force negatively impacted the economy of the area. The assumption of the complex by RTC and location of the small business incubator and other users to the property has contributed to job retention and had a stabilizing effect on the economy.

3. TIME OF PERFORMANCE

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before June 30, 2003. However, in accordance with paragraph 8.b. or 8.c. contained within the main body of this Contract, the Project time of performance may be extended by a Contract Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to June 30, 2003, and shall include a full justification for the time extension.

EIAF #4277 - Grand Junction Business Development

4. BUDGET

Revenues

Expenditures

Energy/Mineral Impact - GRANT	\$200,000	Incubator Center	\$392,500
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Contractor In-Kind	188,000	Renovations	
Contractor Funds	<u>79,500</u>	Power Upgrades	<u>75,000</u>
Total	\$467,500	Total	\$467,500

5. REMIT ADDRESS:

250 N. 5th Street
Grand Junction, CO 81501

6. PAYMENT SCHEDULE

Grant Payments

\$20,000 Initial payment to be made within thirty (30) days of the date of execution of this Contract.

160,000 In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.

20,000 Final payment to be made upon the completion of the Project and submission of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.

\$200,000 Total

7. CONTRACT MONITORING

The State shall monitor this Contract on an as-needed basis.

8. REPORTING SCHEDULE

At the time Contractor initiates payment requests, the Contractor, by and through WCBDC shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds.

**Attach 8
Private Activity Bonds**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Ordinance Utilizing our Private Activity Bonds					
Meeting Date	October 2, 2002					
Date Prepared	September 20, 2002				File #	
Author	Ron Lappi		Administrative Services Director			
Presenter Name	Ron Lappi		Administrative Services Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X		Formal Agenda		Consent X Individual Consideration

Summary:

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. This ordinance authorizes the issuance of \$1.6 million in PABs in 2002, and an additional \$1.6 million in 2003.

Budget: No Impact on City Finances or Budget

The commitment is for \$1,600,000 of our PAB allocation each year, which approximates our current allocation and expected allocation in 2003.

Action Requested/Recommendation: Recommend Approval of the Bond Ordinance on second reading after a public hearing on October 2, 2002.

Attachments: Ordinance

Background Information: Since 1998, the City has received a portion of the State Wide Private Activity Bond (PAB) allocation. Although we have entered into several discussions with potential users of this ability to issue a limited amount of tax exempt debt, no project has materialized. In the past years we assigned our allocation to the Colorado Housing and Finance Authority. This year a private manufacturing business has come forward requesting the use of these PABs.

The attached ordinance commits the City's 2002 PAB cap and the expected 2003 PAB cap to the acquisition, construction, equipping and improving the manufacturing facilities for Pyramid Printing.

PABs are not a debt of the City or a legal obligation of the City in any way. All costs of issuance are born by the borrower.

CERTIFIED RECORD
OF
PROCEEDINGS
OF
THE CITY COUNCIL
OF
THE CITY OF GRAND JUNCTION, COLORADO
RELATING TO
AN ORDINANCE
AUTHORIZING THE ISSUANCE OF
ADJUSTABLE RATE REVENUE BONDS FOR
PYRAMID PRINTING, INC. PROJECT
SERIES 2002 AND SERIES 2003

STATE OF COLORADO)
)
 COUNTY OF MESA) ss.
)
 CITY OF GRAND JUNCTION)

The City Council of the City of Grand Junction, Colorado, held a regular meeting open to the public in the Auditorium located at 250 N. 5th Street, Grand Junction, Colorado, on Wednesday, the 18th day of September 2002, at the hour of 7:30 p.m.

The following members of City Council, constituting a quorum thereof, were present:

<u>Name</u>	<u>Title</u>
Cindy Enos-Martinez	Mayor
Janet Terry	Mayor Pro Tem
Harry Butler	Councilmember
Dennis Kirtland	Councilmember
William McCurry	Councilmember
James Spehar	Councilmember
Reford Theobald	Councilmember

The following persons were also present:

<u>Name</u>	<u>Title</u>
Stephanie Nye	City Clerk
Ron Lappi	Administrative Services Director
Dan Wilson	City Attorney

Thereupon, the following proceedings, among others, were had and taken:

Councilmember _____ then introduced and moved the adoption on first reading of the following Ordinance, which was read by title, copies thereof having been made available to the Council and to the public:

CITY OF GRAND JUNCTION

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GRAND JUNCTION, COLORADO, ADJUSTABLE RATE REVENUE BONDS (PYRAMID PRINTING, INC. PROJECT), SERIES 2002, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,600,000 AND SERIES 2003, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,600,000; MAKING DETERMINATIONS AS TO SUFFICIENCY OF REVENUES AND AS TO OTHER MATTERS RELATED TO THE PROJECT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS RELATING THERETO.

WHEREAS, the City of Grand Junction, Colorado (the "Issuer") is authorized by its Home Rule Charter (the "Charter"), and the provisions of the County and Municipality Development Revenue Bond Act, article 3 of title 29, Colorado Revised Statutes, as amended (the "Act") and existing under the Constitution and laws of the State of Colorado (the "State"), to issue revenue bonds for the purpose of financing or refinancing projects to the end of promoting industry and developing trade or other economic activity by inducing nonprofit corporations to locate, expand or remain in the State and to secure and maintain a balanced economy in the State, to enter into financing agreements with others for the purpose of providing revenues to pay such bonds, and further to secure the payment of such bonds;

WHEREAS, the following documents have been submitted to City Council (the "Council") and filed in the office of the City Clerk (the "Clerk") and are there available for public inspection:

(a) a proposed form of a Loan Agreement, dated as of December 1, 2002 (the "Loan Agreement"), by and between the Issuer and TOT, L.L.C. (the "Company");

(b) a proposed form of a Trust Indenture, dated as of December 1, 2002 (the "Indenture"), by and between the Issuer and Wells Fargo Bank West, National Association (the "Trustee");

(c) the Official Statement dated December ____, 2002 (the "OS");

(d) proposed forms of a Series 2002 Bond Purchase Agreement and Series 2003 Bond Purchase Agreement (collectively, the "Purchase Agreement") by and among the Issuer, the Company and Wells Fargo Brokerage Services, LLC (the "Underwriter"); and

(e) a proposed form of a Remarketing Agreement (the "Remarketing Agreement") by and among the Issuer, the Company and Wells Fargo Brokerage Services, LLC, as the remarketing agent (the "Remarketing Agent").

WHEREAS, if Council proceeds with the Project, as defined below, then Council is willing to (i) enter into the Loan Agreement, the Trust Indenture, the Purchase Agreement, and the Remarketing Agreement; (ii) acknowledge the use and distribution of the Official Statement and consent to the use of the information therein under the caption "THE ISSUER" and "ABSENCE OF LITIGATION AFFECTING THE BONDS — THE ISSUER"; and (iii) issue, execute and deliver the Bonds;

WHEREAS, if Council proceeds with the Project, as defined below, then the issuance of the Bonds shall be approved by the "applicable elected representative" of the Issuer following proceedings under, and in accordance with, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations");

WHEREAS, Council desires to issue the City of Grand Junction, Colorado, Adjustable Rate Revenue Bonds (Pyramid Printing, Inc. Project), Series

2002, in the aggregate principal amount not to exceed \$1,600,000 (the "Series 2002 Bonds") and Series 2003, in the aggregate principal amount not to exceed \$1,600,000 (the "Series 2003 Bonds" and together with the Series 2002 Bonds, the "Bonds"), for the presently anticipated purposes of financing (i) the acquisition, construction, equipping and improving of real and personal property in the form of an approximately 25,000 square-foot printing production and office facility located within the boundaries of the City of Grand Junction, Colorado, and (ii) paying for a portion of the costs of issuance incurred with respect to the Bonds (collectively, the "Project"); and

WHEREAS, it is necessary or desirable to authorize the issuance of the Bonds by Ordinance and to approve the form and authorize the execution of the aforementioned documents thereby.

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

Section 1. Approvals and Authorizations. The forms of the Loan Agreement, Remarketing Agreement, Indenture (including the form of the Bonds) and Purchase Agreement are hereby approved with only such changes therein, if any, as are not inconsistent herewith. In accordance with the terms of the Indenture, Wells Fargo Bank West, National Association, is hereby appointed as a trustee with respect to the Bonds. The Underwriter is hereby appointed as an underwriter in connection with the purchase of the Bonds. The Remarketing Agent is hereby appointed as a remarketing agent with respect to the remarketing of the Bonds. The Mayor or the Mayor Pro Tem and the Clerk or a deputy, and such other duly authorized officers of the Issuer, are hereby authorized and directed to execute the Loan Agreement, the Indenture, the Purchase Agreement, the Remarketing Agreement, the Bonds, the Official Statement, and to affix the seal of the Issuer thereto, and further to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such

documents are to be executed in substantially the form hereinabove approved, provided that such documents may be completed, corrected, prepared or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein. The rights, title and interest of the Issuer in the Loan Agreement when executed, shall, by the terms thereof, have been assigned to the Trustee, except as therein provided.

The proper officers of the Issuer are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof, as such facts appear from the books and records in such officers' custody and control.

The approval hereby given to the various documents referred to above includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereof, deletions therefrom, and additions thereto as may be approved by bond counsel and Issuer's attorney prior to the execution of the documents. The execution of any instrument by the appropriate officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such instrument in accordance with the terms hereof.

Section 2. Issuance and Sale of Bonds. Subject to receipt by the Issuer at the time of delivery of the Bonds of the approving legal opinion or opinions of Brownstein Hyatt & Farber, P.C., as bond counsel, and the opinion of counsel to the Company, which opinions shall be in forms and substance acceptable to the Issuer, the Issuer shall issue the Bonds, for the purposes, in the form and upon the terms set forth in this Bond Ordinance, the Indenture, the Loan Agreement and the Remarketing Agreement, including the form of the Bonds as set forth in the Indenture.

The Bonds shall be payable in the manner and to the persons set forth in the Indenture and the form of the Bonds set forth therein.

The maximum net effective interest rate authorized for the Bonds is 10% per annum. The interest rates on the Bonds are as set forth in the Indenture.

Section 3. Determinations. It is hereby found, determined and declared, in accordance with Sections 29-3-113, 29-3-114 and 29-3-120 of the Act, that:

(a) The financing of the Project will promote the public health, welfare, safety, convenience and prosperity and promote and develop trade or other economic activity by inducing commercial and business enterprises and nonprofit corporations to locate, expand, or remain in the Issuer and the State, in order to mitigate the serious threat of extensive unemployment and to secure and maintain a balanced and stable economy for the Issuer and the State.

(b) The maximum amounts necessary in each year to pay the principal of and interest on the Bonds and the interest rates to be borne by the Bonds are as provided in the Indenture.

(c) The payments required in the Loan Agreement to be made are sufficient to pay the principal of and interest on the Bonds when due, and to pay all other costs required in the Loan Agreement to be paid, including all sums referred to in paragraphs (e) and (f) of this section.

(d) The Loan Agreement provides that the Company shall maintain the Project in good repair and carry all proper insurance with respect thereto.

(e) The Loan Agreement requires that the Company pay all required taxes and other governmental charges including, without limitation, those

specified in Section 29-3-120 of the Act with respect to the Project, and sufficient revenues for such purpose are thereby provided.

(f) The Loan Agreement provides that all fees and expenses of the Issuer shall be paid by the Company.

Section 4. Nature of Obligation. Under the provisions of the Act, and as provided in the Loan Agreement, the Bonds shall be special, limited obligations of the Issuer payable solely from, and secured by a pledge of the revenues derived from the Loan Agreement. The Issuer will not pledge any of its property or secure the payment of the Bonds with its property. The Bonds and the interest thereon shall never constitute the debt or indebtedness or the financial obligation of the Issuer within the meaning of any provision or limitation of the Colorado Constitution or statutes of the State and shall not constitute or give rise to a pecuniary liability of the Issuer, its agents, employees or officers, or a charge against its general credit or taxing powers. In entering into the Purchase Agreement, the Remarketing Agreement, the Loan Agreement, the Indenture and the other documents relating to the issuance of the Bonds to which the Issuer is a party, the Issuer will not obligate itself, except with respect to the application of the revenues derived from the Loan Agreement and the Bond proceeds. The Issuer will not pay out of its general fund or otherwise contribute any part of the Cost of the Project (as said term is defined in the Indenture). No costs are to be borne by the Issuer in connection with the issuance of the Bonds.

Section 5. Bonds and Official Statement Printing. The officers of the Issuer are hereby authorized and directed to assist in, to the extent necessary, the printing of the Bonds and the Official Statement with respect to the Bonds, all in connection with the offer and purchase of the Bonds, provided that no costs are to be borne by the Issuer in connection therewith.

Section 6. Issuance of Series 2002 Bonds Contingent on Receipt of 2003 Private Activity Bond Allocation. The Series 2003 Bonds shall not be issued until

the City is awarded its 2003 private activity bond allocation. The Administrative Service's Director for the City is hereby authorized and directed to execute any necessary documents to effectuate the award of \$1,600,000 of the City's 2003 private activity bond allocation to the Project.

Section 7. Bond Ordinance Irrepealable. After the Bonds are issued, this Bond Ordinance shall constitute an irrevocable contract between the Issuer and the holders of the Bonds and shall be and remain irrepealable until the Bonds, both principal and interest, shall be fully paid, canceled and discharged.

Section 8. Ratification. All actions heretofore taken by the Issuer and by the officers thereof or on their behalf not inconsistent herewith directed toward the financing of the Project and the issuance and sale of the Bonds are ratified, approved and confirmed.

Section 9. Repealer. All acts, orders, resolutions, ordinances or parts thereof, taken by the Issuer and in conflict with this Bond Ordinance, are hereby repealed, to the extent of such inconsistency except that this repealer shall not be construed so as to revive any act, order, resolution, ordinance or part thereof, heretofore repealed.

Section 10. Other Matters. By the passage of this Bond Ordinance, the Council does not intend to approve, nor is it approving hereby, any matters relating to licensing, subdivision, zoning, planning or landscaping of the Project. Approval of such matters must be obtained under normal procedures of the Issuer. Nothing herein or in any other document authorized herein shall be interpreted as limiting the Issuer's powers with respect to the Project.

Section 11. Severability. If any paragraph, clause, section or provision of this Bond Ordinance, except Section 4 hereof, is judicially adjudged invalid or

unenforceable, such judgment shall not effect, impair or invalidate the remaining paragraphs, clauses, sections or provisions hereof.

Section 12. Effective Date. This Ordinance shall be effective upon its adoption.

INTRODUCED AND ADOPTED ON FIRST READING, this 18h day of
September, 2002.

CITY OF GRAND JUNCTION, COLORADO

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

ADOPTED AND FINALLY APPROVED, this 2nd day of October, 2002.

CITY OF GRAND JUNCTION, COLORADO

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

Councilmember _____ seconded the motion to adopt on first reading, and the question being upon the passage of said proposed Ordinance on first reading, the roll was called with the following results:

Those voting "AYE":

Those voting "NO":

Those absent:

A majority of the members of Council present having voted in favor of the passage on first reading of said proposed Ordinance, the presiding officer thereupon declared the motion duly passed and instructed the City Clerk or her deputy to publish in full the Ordinance once in a newspaper legally qualified for City publications at least ten (10) days before consideration of the Ordinance for final passage and adoption or second reading.

Thereupon, after consideration of other business to come before Council, the meeting was adjourned.

Mayor
City of Grand Junction, Colorado

(SEAL)

ATTEST:

City Clerk
City of Grand Junction, Colorado

STATE OF COLORADO)
)
COUNTY OF MESA) ss.
)
CITY OF GRAND JUNCTION)

The City Council of the City of Grand Junction, Colorado, held a regular meeting open to the public in the Auditorium located at 250 N. 5th Street, Grand Junction, Colorado, on Wednesday, the 2nd day of October 2002, at the hour of 7:30 p.m.

The following members of the Council, constituting a quorum thereof, were present:

Cindy Enos-Martinez	Mayor
Janet Terry	Mayor Pro Tem
Harry Butler	Councilmember
Dennis Kirtland	Councilmember
William McCurry	Councilmember
James Spehar	Councilmember
Reford Theobald	Councilmember

The following member of the Council was absent:

The following persons were also present:

Stephanie Nye	City Clerk
Ron Lappi	Administration Services Director
Dan Wilson	City Attorney

Thereupon, the following proceedings, among others, were had and taken:

The City Clerk informed Council that the proposed Ordinance, which was ordered published in full at the meeting of October 2, 2002, was duly published in a newspaper legally qualified for City publication, in its issue of October 4, 2002.

The Mayor declared that this was the time and place scheduled for a hearing on the proposed bonds, on the nature and location of project and on the ordinance, and declared the public hearing open, whereupon the following persons appeared:

The Mayor thereupon declared the public hearing closed.

Councilmember _____ then moved that the proposed Ordinance, as amended, which was read by title, copies thereof having previously been made available to Council and to the public, be passed and adopted on second reading, and that the proposed Ordinance be approved. Councilmember _____ seconded the motion, and the question being upon passage and adoption of said Ordinance or second reading, the roll was called, with the following result:

Those voting "AYE":

Those voting "NO":

Those absent:

At least five (5) members of the entire City Council having voted in favor of the final passage and adoption of said Ordinance, the presiding officer thereupon declared the same finally passed and adopted and instructed the City Clerk to record such Ordinance in an Ordinance Book kept for such purposes, and to publish the title of the proposed Ordinance and a summary of the provisions thereof including a notice that copies of the Ordinance are available at the office of the City Clerk or to publish the Ordinance in full in a newspaper legally qualified for City publication.

Thereupon, after consideration of other business to come before Council, the meeting was adjourned.

Mayor
City of Grand Junction, Colorado

(SEAL)

ATTEST:

City Clerk
City of Grand Junction, Colorado

STATE OF COLORADO)
)
COUNTY OF MESA) ss.
)
CITY OF GRAND JUNCTION)

The undersigned, City Clerk of the City of Grand Junction, Colorado, does hereby certify that the attached copy of Ordinance No. _____, authorizing the issuance of City of Grand Junction, Colorado, Adjustable Rate Revenue Bonds (Pyramid Printing, Inc. Project) Series 2002, in the total principal amount not to exceed \$1,600,000, and Series 2003, in the total aggregate principal amount not to exceed \$1,600,000 (collectively, the "Bonds") is a true and correct copy thereof as finally enacted, passed and adopted by Council at regular meetings thereof held in the Auditorium, City of Grand Junction, Colorado, the regular meeting place thereof, on Wednesday the 18th day of September, 2002, and Wednesday, the 2nd day of October, 2002; that the original of said Ordinance has been duly executed and authenticated by the signatures of the Mayor or Mayor Pro Tem of the City and myself, sealed with the seal of the City, and recorded in the Ordinance Book of the City; that a public hearing on the nature and location of the project to be financed with proceeds of the Bonds and on the Bonds was held at a regular meeting of Council on Wednesday, the 2nd day of October, 2002, following publication of a notice of hearing in a newspaper of general circulation in the City of Grand Junction, Colorado, as evidenced by the affidavit of publication attached hereto at page A; that the attached constitutes a full, true and correct copy of the record of the proceedings of Council at said regular meetings insofar as said proceedings relate to said Ordinance and hearing; that said proceedings were

duly had and taken; that said meetings were duly held; that the persons were present at said meetings as therein shown; and that said Ordinance was published after first reading, such publication being in a newspaper legally qualified for City publication, as evidenced by the Affidavit of Publication attached hereto at page B, and after final adoption, as evidenced by the Affidavit of Publication attached hereto at page C.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of
the City of Grand Junction, Colorado, this ____ day of October, 2002.

City Clerk
City of Grand Junction, Colorado

(SEAL)

STATE OF COLORADO)
)
COUNTY OF MESA) ss.
)
CITY OF GRAND JUNCTION)

(Attach proof of publication of
Notice of Public Hearing).

STATE OF COLORADO)
)
COUNTY OF MESA) ss.
)
CITY OF GRAND JUNCTION)

(Attach proof of publication of Ordinance following first reading)

STATE OF COLORADO)
)
COUNTY OF MESA) ss.
)
CITY OF GRAND JUNCTION)

(Attach proof of publication of Ordinance following adoption)

Attach 9
Rezoning Property for City Market
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	City Market Rezoning, southeast corner of Patterson Road and 12 th Street					
Meeting Date	October 2, 2002					
Date Prepared	September 24, 2002			File #RZ-2002-118		
Author	Pat Cecil		Development Services Supervisor			
Presenter Name	Pat Cecil		Development Services Supervisor			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: City Market is requesting a rezoning of approximately 8.26 acres from the Neighborhood Business (B-1) district and the Residential Multiple Family – 8 (RMF-8) district to the Planned Development (PD) district. The Planning Commission, on August 27, 2002, recommended approval of the zoning to the City Council.

Budget: N/A

Action Requested/Recommendation: Conduct the public hearing and adopt the ordinance rezoning the site to the Planned Development (PD) District.

Attachments:

1. Staff report/Background information
2. Petitions in Support (13) (17 signatures)
3. Letter of Support
4. Letters in Opposition (7)
5. General Project Report
6. Location Map
7. Site development maps
8. Building elevations
9. Traffic generation chart
10. Draft Planning Commission Minutes
11. Ordinance

Background Information: See attached Staff Report/Background Information

BACKGROUND INFORMATION					
Location:		Southeast corner of the intersection of 12 th Street and Patterson Road			
Applicants:		Dillon Real Estate Co. Inc. – Petitioner Goldberg Property Assoc. Inc. - Developer Rolland Engineering – Consultant			
Existing Land Use:		Currently undeveloped			
Proposed Land Use:		Commercial and residential uses			
Surrounding Land Use:	North	Church with school, a counseling center and a residential use across Patterson Road from the site.			
	South	Residential uses on the south side of Wellington Avenue and a building that has been used as a real estate office and is currently a residence at the northeast corner of Wellington Avenue and 12 th Street.			
	East	Residential, Patterson Gardens and a single family residence			
	West	Commercial, Patterson Square Shopping Center			
Existing Zoning:		B-1 and RMF-8			
Proposed Zoning:		PD			
Surrounding Zoning:	North	RMF-8 and RO			
	South	RMF-8, PD (residential) and B-1 (one lot at the northeast corner of Wellington Avenue and 12 th Street)			
	East	RMF-8			
	West	B-1			
Growth Plan Designation:		Commercial and Residential Medium density 4-8 dwelling units per acre			
Zoning within density range?		X	Yes		No

Project analysis: The petitioner is requesting approval to rezone approximately 8.26 acres from the Neighborhood Business (B-1) district and the Residential Multi-Family-8 dwelling unit per acre (RMF-8) district to a Planned Development (PD) district. There is approximately 6.33 acres zoned B-1 and approximately 1.93 acres zoned RMF-8. The project site is comprised of twenty lots, which are intended to be reconfigured to 2-lots if the project is approved.

The rezoning is being requested in order to develop a mixed use project. A City Market grocery store/pharmacy (49,500 square feet) (with a drive up service) with fueling service (5-fueling stations with a payment kiosk) and two detached commercial buildings (4,800 and 5,000 square feet, respectively), along with 12 residential dwelling units (density of 6.2 units per acre) that are to be developed along the Wellington Avenue frontage.

An 8-foot high screening wall is proposed along the east property line to separate the project and provide noise attenuation for the residential uses to the east, and a 6-foot high screen wall will separate the commercial component from the proposed residential development on the south side of the project. The residential development will also act as a screen on the south side to buffer the existing residential uses along Wellington Avenue from the proposed commercial uses and to maintain a residential streetscape along Wellington Avenue.

The PD ordinance is based on the standards and uses permitted in the B-1 and RMF-8 zone districts as the underlying default standards. The only deviation in standards is a requested reduction of the front yard setback for the residential component from 20 feet to 14 feet.

Thirteen petitions containing 17 signatures in favor of the project were submitted to the Planning Commission. The petitions are included in this report. Seven letters of opposition have also been received regarding the project as of the writing of this report. They are attached to the report. Any additional letters or petitions received after the writing of the staff report will be distributed at the hearing.

Consistency with the Growth Plan:

The project site is located in two Future Land Use classifications. A portion of the site is located in the Commercial designation and a portion is in the Residential Medium 4-8 units per acre designation. The Future Land Use Plan shows the designations following the lot lines as they existed at the time of the adoption of the Growth Plan. The boundary's between Growth Plan designations is interpretive. When the site was zoned, the RMF-8 boundary that implemented the Residential Medium 4-8 designation was drawn as a more or less straight line, from Wellington Avenue approximately 90 feet north, then west running generally parallel to Wellington Avenue. The rest of the

site including the lot at the northeast corner of Wellington Avenue was zoned B-1. The zoning that has been applied to the project area is consistent with the Growth Plan.

The project proposes a mixed use project, with commercial uses on the bulk of the site, with a residential component fronting Wellington Avenue, consistent with the Future Land Use map. The density of the residential component is 6.2 units per acre, and is consistent with the Growth Plan Land Use classification of 4-8 units per acre.

There are several policies in the Growth plan which would support the rezoning for a mixed use project:

Policy 1.6: The City and County may permit the development of limited neighborhood service and retail uses within an area planned for residential land use categories through planned developments.

Policy 11.1: The City and County will promote compatibility between adjacent uses by addressing traffic, noise, lighting, height/bulk differences, and other sources of incompatibility through the use of physical separation, buffering, screening and other techniques.

Policy 11.2: The City and County will limit commercial encroachment into stable residential neighborhoods. No new commercial development will be allowed in areas designated for residential development unless specifically approved as part of a planned development.

Consistency with Section 2.6 of the Zoning and Development Code:

In order for the rezoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made, per Section 2.6 as follows:

1. The existing zoning was in error at the time of adoption;

Petitioner's response: The existing zoning map was a zoning of the best-perceived use of the area. The underlying zoning of B-1 and RMF-8 are the underlying zoning for the PD zoning requested. The City Market Site will have a mix of retail allowed under the B-1 zoning and housing options allowed under the RMF-8 zoning.

Staff response: Since the PD zone request uses the existing zone districts as the underlying default zones, this criteria is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, ect.;

Petitioner's response: The neighborhoods in this area have been undergoing a change in their nature through the last several years. The surrounding area has tended to become more oriented towards additional health care facilities from medical offices to assisted living units. The College expansion has resulted in a demand for multi-family housing units. The housing that was in this area had deteriorated and has since been removed from the site. To the west of this site are retail shops and restaurants.

Staff response: Any changes in character to the surrounding neighborhood due to the impacts of growth and development are to be expected based on the Growth Plan. There have been no unanticipated changes. However, because the PD zone request continues to use the existing zone districts of B-1 and RMF-8 as the default zones, this concern is not applicable.

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Petitioner's response: We believe that the rezone is compatible with the surrounding neighborhood. The road system is being improved to handle traffic concerns. Storm drainage has been designed to be detained and released at historic flow rates. City Market has met with the Patterson Gardens Neighborhood and believes that it can take care of their issues and concerns. Overall site concerns have been reviewed and designed to have the minimum impact as possible on surrounding streets and neighbors. We believe that the RMF-8 multi-family housing units along Wellington act as buffer between the existing housing to the east and south and the B-1 zoning existing to the west and north.

Staff response: The proposed rezone to PD is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5, which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that the public infrastructure that would be built as part of this proposed project would adequately mitigate any potential impacts. In addition, the PD ordinance has been designed to prevent impacts to the neighborhood from this development, therefore this criterion is met.

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Petitioner's response: The Growth Plan presently has this area zoned as B-1 and RMF-8. The Growth Plan has RMF-8 zoning to the east of the site and B-1 zoning to the north and west of the site. A Planned Development zone will allow a transition

between the RMF-8 and B-1 zoning. The Planned Development allows the flexibility to place RMF-8 multi-family housing units along Wellington Avenue, which creates a transition/buffer to the B-1 zoning of the City Market store area. All half-road improvements to the surrounding roads will be accomplished to the City of Grand Junction Standards. The existing zoning along Wellington Avenue of RMF-8, would require 8 to 15 multi-family housing units on 1.93 acres. The Planned Development requested will have 12 multi-family units.

Staff response: Staff believes that the proposed project is in conformance with the intent of the Growth Plan and the requirements of the Code.

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

Petitioner's response: Adequate public facilities and services are available to the site. The storm drainage system will be constructed to be a detention pond with historic flow rates from the site. Patterson Avenue, 12th Street, and Wellington Avenue will be modified to include half-street improvements, new curb, gutter and sidewalk, and improved lanes and striping to handle access movements to the site.

Staff response: Public facilities are currently available and those components that need to be upgraded to mitigate potential impacts from this project will be upgraded as part of the project.

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

Petitioner's response: There isn't an adequate supply of land available of this size and zoning in the immediate community area. The underlying zoning of B-1 and RMF-8 supports the Planned Development zoning request and allows flexibility of the site plan.

Staff response: There is not an adequately zoned parcel of the size needed, in the immediate vicinity.

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

Petitioner's response: We believe that the surrounding community will benefit from a mix of retail amenities provided by the City Market retail shops and also from the additional housing units provided within the multi-family housing framework.

Staff response: The community can benefit from the project, in the aspect that it will supply additional housing, construct needed traffic improvements to the intersection of Patterson Road and 12th Street, provide open space area and provide additional retail

opportunities that can be accessed by pedestrians and bicyclist from adjacent neighborhoods.

Consistency with the review criteria of Section 2.12.C.2. of the Zoning and Development Code. A preliminary development plan application shall demonstrate conformance with all of the following:

- a. The ODP review criteria in Section 2.12.B;

Response: This is not applicable since there is no approved ODP on the site.

- b. The applicable preliminary plan criteria in Section 2.12.B;

Section 2.12.B. ODP criteria:

- a. The Growth Plan, major street plan and other adopted plans and policies;
- b. The rezoning criteria provided in Section 2.6;
- c. The planned development requirements of Chapter Five;
- d. The applicable corridor guidelines and other overlay districts in Chapter Seven;
- e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;
- f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;
- g. Appropriate screening and buffering of adjacent property and uses shall be provided;
- h. An appropriate range of density for the entire property or for each development pod/area to be developed;
- i. An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;
- j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and
- k. The property is at least twenty (20) acres in size.

Response: Staff believes that the review criteria has either been met or is not applicable.

- c. The applicable site plan review criteria in Section 2.2.D.4;

Section 2.2.D.4. Review Criteria. The Director will approve the major site plan if the applicant demonstrates that the proposed development complies with:

(1) Adopted plans and policies, such as:

- (A) The Growth Plan and any applicable corridor, special area or neighborhood plans; and

- (B) The major street plan, trails plan and parks plan.
- (2) Conditions of any prior approvals.
- (3) Other code requirements, including:
 - (A) Rules of the zoning district;
 - (B) The Use-specific standards in Chapter Three;
 - (C) The design and improvement standards provided in Chapter Six; and
- (4) Quality site design practices, including:
 - (A) The site shall be organized harmoniously and efficiently in relation to topography, the size and type of the property affected, the character and site design of adjoining property, and the type and size of structures. The site shall be developed to accommodate future growth in the neighborhood.
 - (B) To the maximum degree practical, the native floral bushes, grasses and trees and other landscaping shall be preserved, by minimizing vegetation disturbance and soil removal and by other appropriate site construction planning techniques. Wind and water erosion shall be minimized through site design.
 - (C) Fences, walls and live screening shall be provided to protect the neighborhood and the future uses of the site from adverse effects such as undesirable views, lighting and noise.
 - (D) Plant materials shall be in scale with the structures, the site and its uses and surroundings. Plantings should be arranged to harmonize in size, color, texture, and year-round characteristics of the structures and the site.
 - (E) The scale, character and orientation of structures shall be compatible with present and future uses.
 - (F) Exterior lighting shall be hooded so that no direct light is visible off the site.
 - (G) All utility service lines shall be underground including natural gas, electrical, telephone, and cable television lines.
 - (H) On site parking, loading and vehicular and pedestrian circulation must be safe.
 - (I) Safe and convenient pedestrian, bicycle and vehicular access to public rights-of-way and common use shall be provided. The location, size and number of vehicular and pedestrian access shall be arranged to minimize negative impacts on the Neighborhood. Off-site and on-site improvements may be required for safe vehicular and pedestrian movement.
 - (J) Emergency and utility vehicles must have obvious and ready access to all structures and areas of the site.
 - (K) Public facilities and utilities shall be available concurrent with the Development.

Response: Staff believes all the criteria of Section 2.2.D.4 are either not applicable or have been met.

d. The approved ODP, if applicable;

Response: Not applicable, there is no approved ODP.

e. The approved PD rezoning ordinance, if adopted with an ODP;

Response: Not applicable. There is no approved PD zone ordinance for the site or ODP.

f. An appropriate, specific density for all areas included in the preliminary plan approval; and

Response: There is a density designated for the residential component of 6.2 dwelling units per acre.

g. The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

Response: The site contains 8.26 acres.

Consistency with Chapter 5 of the Zoning and Development Code:

In addition to the questions asked by Zoning and Development Code Sections 2.6 and 2.12, the petitioner must identify what public benefits arise from zoning the property to PD as required by Chapter 5 of the Zoning and Development Code. Below are the public benefits as identified by the petitioner:

- The intersection of 12th and Patterson will be significantly upgraded. Double left turns will be added to the road cross-sections (both Patterson and 12th Street) allowing for more efficient traffic maneuvering.
- A bus pullout is being added on Patterson Road that will be to the benefit of the Grand Valley Rapid Transit bus system. This supports the multi-modal transportation goals of the City and County.
- Wellington Avenue is being upgraded (half Road improvements) for a sidewalk on the north side, a bike lane striped along the north side for bicycle transportation, and a raised speed table to slow down vehicle speed. The speed table will also be a pedestrian cross-walk.
- The site will be heavily landscaped with a minimum 15 foot wide landscape buffer around the perimeter of the store site. The detention pond area on the southwest

corner of the site will provide an approximate 100 foot wide landscaped buffer between Wellington Avenue and the store site.

- Site drainage is being detained at less than historic flow rates which will improve the capacity of the existing drain system (the Buthorn Drain).
- The 12 residential units (townhomes) proposed in Lot 1 are 4 more units than the minimum 8 that could be allowed with the straight underlying zoning. The residential component is a good buffer and transition from residential to the southeast and commercial to the northwest.

The majority of the items listed above are benefits that accrue as a direct result of mitigating impacts of the proposed development. Even more important are benefits that are above and beyond what is required. These include:

1. Additional retail shopping opportunities will be provided to the public. Specifically for the residential areas to the east and the south that will be accessible to pedestrians and bicyclist, making the project a more neighborhood friendly facility. Proximity of neighborhood shopping and services has the potential of decreasing some of the traffic impacts that result from the need to travel longer distances for basic services.
2. The drainage detention area will be designed to act as a passive recreation area at times when not needed for storm water detention. The area provides 20,855 square feet of landscaped open space for the project and surrounding neighborhood.
3. The design of this proposed mixed use project provides opportunity to integrate residential, retail and service uses, and to minimize the impact of the commercial component on much of the nearby residential development.

Drainage: Drainage will be collected in a drainage detention area located at the south end of the project site adjacent to Wellington Avenue. The storm water collected will then be released at less than historic rates. The detention area will be landscaped and will supply an additional buffer between the proposed commercial uses on the site and the existing residential uses on the south side of Wellington Avenue.

Open Space: The drainage detention area provides approximately 20,855 square feet of open space for the project and the neighborhood. This area will be planted with grass and trees and will provide for passive recreation activities in addition to providing a buffer at this location for the residential uses on the south side of Wellington Avenue. The RMF-8 zone district would require 4,800 square feet for the development of 12 dwelling units.

Access/Streets: There will be four access points into the project: A right in/out at the northeast corner of the site on Patterson Road, a left/right in with only right out on Patterson Road. A right in/out on 12th Street., A full movement intersection on Wellington Avenue is provided.

Truck traffic for deliveries will either use 12th Street for ingress/egress or the access point at the northeast corner of the site on Patterson Road. No ingress/egress delivery truck access will be permitted on Wellington Avenue.

As part of the project, major reconstruction of the intersection of 12th Street and Patterson Road will be required. The petitioner is required to construct dual left turn lanes from Patterson Road to 12th Street in both directions, and from 12th Street to Patterson in both directions.

A trip generation table for the individual uses proposed is attached to the staff report.

Issues: The main issue associated with this project revolves around the proposed road improvements at the intersection of Patterson Road and 12th Street. In order for the improvements to be made, additional right-of-way will be required to be procured from the southwest corner of the intersection. With the acquisition of the necessary right-of-way, the bank (Mesa National Bank) building located at this corner will become more non-conforming than it currently is. The current required front yard setback in the B-1 zone is 20 feet (current setback is 15 feet, but the previous B-1 district had a 65 foot setback from the centerline of the road, and the bank building was built in conformance with that code). The bank building will be 9 feet from the property line upon acquisition of the additional right-of-way. Final intersection design will have to address any potential impacts to the bank building due to intersection improvements.

Findings and Conclusions:

After reviewing the request for approval of the preliminary plan and zone amendment for the City Market property located at the southeast corner of the intersection of Patterson Road and 12th Street, File Number RZ-2002-118, the Planning Commission made the following findings of facts and conclusions:

1. The rezoning is consistent with the goals and policies of the Growth Plan.
2. The review criteria of Section 2.6.A. of the Zoning and Development Code have been met.
3. The review criteria of Section 2.12.C.2. of the Zoning and Development Code have been met.
4. The proposed development provides public benefits above and beyond those required to mitigate the impacts of development and complies with Chapter 5 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION:

That the City Council approve the rezoning request, finding the Planned Development district to be consistent with the Growth Plan and Sections 2.6, 2.12.C.2 and Chapter 5 of the Zoning and Development Code.

June 2002

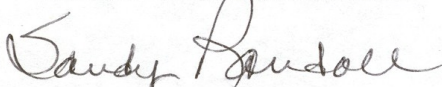
City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

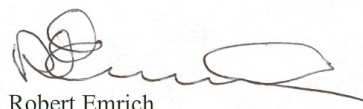
As the Board of Directors of Patterson Gardens Townhomes located at 1441 Patterson Road, we are in support of the proposed development of the property located at 12th and Patterson by City Market and Goldberg Property Associates.

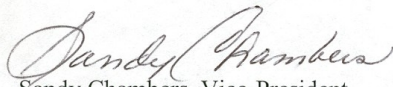
We have found City Market and Goldberg Property Associates to be very agreeable to finding solutions to concerns expressed by the residents of Patterson Gardens. The design of the property as currently proposed appears to be compatible to our neighborhood. City Market and Goldberg Property Associates appear to be diligent in approaching this project with minimal impact on our neighborhood due to the development of this property.

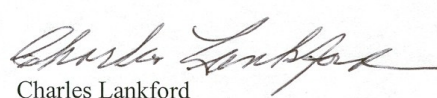
In addition, we believe that City Market's active involvement in community endeavors in Grand Junction is an indication that they will be a good neighbor to Patterson Gardens.

Patterson Gardens Board of Directors

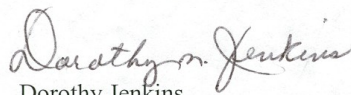

Sandy Randall, President


Robert Emrich

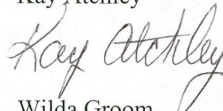

Sandy Chambers, Vice-President

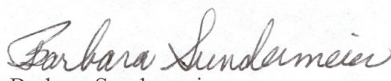

Charles Lankford

Elaine Washington, Treasurer


Dorothy Jenkins

Kay Atchley


Wilda Groom


Barbara Sundermeier

4

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

As a resident of Patterson Gardens Townhomes located at 1441 Patterson Road, I am aware of the proposed development of the property located at 12th and Patterson by City Market and Goldberg Property Associates.

It is my understanding that City Market has been very amenable in working with our Homeowner's Association. The design of the property appears to be compatible to our neighborhood and City Market has been diligent in trying to minimize any impact on the neighborhood due to the development of this project.

In addition, City Market's active involvement in community endeavors in Grand Junction is an indication that they will be a good neighbor to Patterson Gardens.

Additional Comments:

Morton Perry

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Ralph H. O'Brien } #804
Jeanne A. O'Brien }

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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In addition, City Market's active involvement in community endeavors in Grand Junction is an indication that they will be a good neighbor to Patterson Gardens.

Additional Comments:

I am glad to hear city market is going in
instead of a bar or something.

Deana Pacheco Unit #203

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Elmo Wells

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Samara Donati

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Joe Foster 802

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Sheryl Solok 7-7-02

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

W. David

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Jue Spruiney #604

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Susan G. P. 6-7-02

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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Additional Comments:

Lay Prewitt

June 2002

City of Grand Junction Colorado
Planning and Zoning Dept
250 North 5th Street
Grand Junction CO 81501

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In addition, City Market's active involvement in community endeavors in Grand Junction is an indication that they will be a good neighbor to Patterson Gardens.

Additional Comments:

*This has been a fine experience
to work with both Goldberg
and City Market.*

Sandy Sandoe

Bob B. - FYI

cc: City Council

Kelly A.

Dan W. sm 9/4/02 Aug 30th 2002

Mayor:

Cindy Enos Martinez City Council

in regards to Construction of shopping mall & City Market store at 12th and Patterson, it would be a godsend for the residents of Monterey Park especially the ones like myself that don't drive anymore

as for traffic there will be more traffic whether it is built or not there is a lot of building going on on Patterson

We need Competition and progress
Jim 85 years old gave up driving due to a stroke

depend on a neighbor to take me shopping I hope you will consider this when voting on this. Please excuse handwriting its effect of stroke
Sincerely Thank you

Gladys Mastere
850 Bookcliff #V-C
Grand Junction CO. 81501

RE
SEP
COMMUNITY DEPT.

RECEIVED

MAY 03 2002

COMMUNITY DEVELOPMENT
DEPT.

5/1/2002

City of Grand Junction

Community Development Dept.

252 N. 5th St.

Grand Junction, Co. 81501

Dear Sirs:

As a resident of a cul-de-sac off Patterson
between 7th & 12th St, I radically oppose
the building of a City Hq. at 12th & Patterson.
The traffic on Patterson is already
horrendous as well as on 12th St. City Hq.
would only add to the traffic.

That corner would make a nice park or
residential area.

A Concerned Citizen

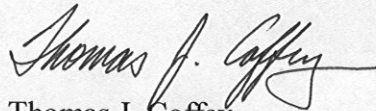
September 5, 2002

Gentlemen:

Please be advised that I am in opposition of the proposed construction of a grocery store at the intersection of Patterson and Twelfth Streets in Grand Junction, Colorado. Having three grocery stores, with a combined two hundred thousand square feet of floor area within a half mile of each other does not make any sense. The situation gets even more bizarre if tax dollars are to be used to compliment this investment by a private company. The traffic congestion, even with the proposed revisions (with tax dollars), will be a real inconvenience for those individuals who live within a quarter mile radius. The prospect of a few jobs and a nominal increase of tax revenue should not justify the approval of this project.

Thank you for your attention to this matter.

Sincerely,



Thomas J. Coffey
1017 Lakeside Court
Grand Junction, Colorado
81506-2817
970/257-0102

RECEIVED

SEP 09 2002

COMMUNITY DEVELOPME
DEPT.

PAT OURET

3510 Beechwood Street
Grand Junction, Co. 81506

July 25, 2002

Community Development
ATTN: Pat Cecil
250 North 5th. Street
Grand Junction, Co. 81501

Dear Mr. Cecil

I would like to give my opinion on building a new City Market store at 12th. Street and Patterson, in Grand Junction, Colorado.

On trying to make a left hand turn onto 12th. street, going West, the impact of traffic is so great it takes two lights to make the turn. It gets worse when St. Marys Hospital employees get off work. This is a very busy congested corner to begin with and building more business buildings on this corner will only add to the confusion. Thank you.

Sincerely,

Pat Ouret

RECEIVED

JUL 29 2002

COMMUNITY DEVELOPMENT
DEPT.

Copy: Bob Blanchard
sm 9/6/02

Kelly - FYI

City Council
sm 9/4/02

Return back to me.

September 3, 2002

RECEIVED
SEP 03 2002
COMMUNITY DEVELOPMENT
DEPT.

TO: Each City Council Member

RE: City Market Proposal at 12th and Patterson

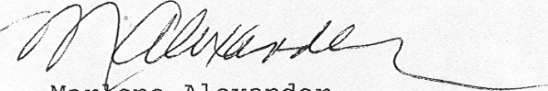
WHY MUST WE CONTINUE TO JUSTIFY TO CORPORATIONS our reasons for not wanting their stores and then give in to their bribes of "helping us pay for improvements" so they can eventually have what THEY want? If you talk to residents I believe you will find that Grand Junction residents just do not want a supermarket, gas station, and pharmacy at this heavily-travelled corner. WHO IS HELPING US HAVE WHAT WE WANT IF IT ISN'T YOU?

Only you have the power to keep this intersection from being the nightmare of Grand Junction. Help the residents of this city stop the escalating traffic snarls by continuing with bypasses and alternate routes, spreading the traffic out, not bringing it TO this corner like a magnet. A gas station, popular market, drive-through lanes, more lanes on 12th and Patterson; are you taking into account the drivers who don't necessarily follow the carefully laidout patterns?

This intersection is the transporation core for many, many senior citizens, Hilltop patients, medical and dental patients, an already-tangled ingress/egress on the SW corner, and the heaviest traffic in the city. Many of those who must use this intersection have slower reaction times. Creating more lanes, having additional entrances to City Market and its gas station, adding large trucks, will guarantee more accidents and severely impact the nature of our city.

A supermarket has been proposed at this intersection numerous times over the past years. Some department has always had to say NO with a myriad of reasons why. Like whining children the corporations keep coaxing, giving us reasons why they should be able to have what THEY want. Then the city is painted in the newspaper as being "bad" for not giving in. I hope YOU have the courage to say no and mean it. Those of us who elect you look to YOU to stand up for us.

Please protect our quality of life. What you do cannot be undone.



Mariene Alexander
Grand Junction

cc: City Council
Kelly
Bob
Dan
Dave
AM 9/17/02

1161 Lowell Court, #4
Grand Junction, Colorado 81506-8255

Saturday, September 14, 2002

RECEIVED

SEP 19 2002

COMMUNITY DEVELOPMENT
DEPT.

Grand Junction City Council
250 North 5th Street
Grand Junction, Colorado 81501

Dear Council Members:

This letter is written in opposition to the proposed plan to develop the City Market property at 12th Street and Patterson Road. I expect to be out of town when the council considers this matter, so I cannot testify in person.

I live in the Heather Ridge Apartments a little more than a block from the proposed property development, I have lived here for five and one-half (5½) years, and I have not found suitable and affordable housing anywhere else, whether buying or renting.

While I realize that in a free market economy, a business should be able to pursue its activity without encumbrance, this must also be balanced with the impact such business development might have on the community. It is my contention that a business of this type will severely and negatively impact an already overcrowded intersection, and widening this intersection is not a viable answer to accommodate this development, even if the business were to pay the cost of such widening.

Widening the intersection will severely and negatively impact those who are elderly and handicapped that need to cross this intersection. Putting in two left-turn lanes in each direction, plus a right-turn lane in each direction, will create a wider and more dangerous pedestrian crossing. There are a number of wheel chair-bound people who cross this intersection, no doubt to utilize the Saint Mary's rehabilitation facility at/near the northwest corner.

Widening the intersection will make it more difficult for the elderly, who are slow afoot (I am not currently in that situation) to safely cross. For example, installing a right-turn lane will expose pedestrians to cars whose drivers are focusing on the traffic coming from the left – not on pedestrians crossing from their right. I have personally nearly been hit twice in such situations, and in both these cases I had the "walk light!" Furthermore, the time required for pedestrians safely crossing such a wide intersection will be greatly increased, and in my opinion it will be akin to crossing the Interstate 70 Bypass.

Widening the intersection will also detract from the beautification projects property owners have performed at the intersection – on three of the four corners – at their expense.

So, this is why I am opposed to placing such a high-impact (traffic-wise) business at this intersection.

Sincerely,



Stephen B. Austin

cc: City Council

Kelly A.

Dave V.

Bob B.

Dan W. sm 9/10/02

827 Colorado Avenue
Grand Junction, CO 81501
September 8, 2002

RECEIVED

SEP 11 2002 10

COMMUNITY DEVELOPMENT
DEPT.

Grand Junction City Council
250 North 5th Street
Grand Junction, CO 81501

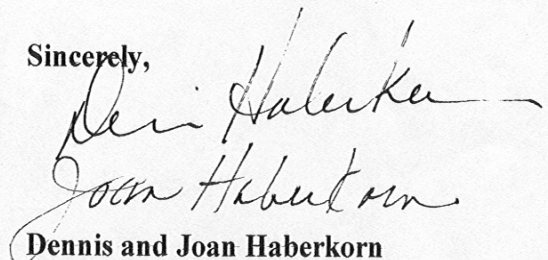
Dear Council Members,

We wish to express to you our strong opposition to City Market's request to build a new store at the corner of 12th and Patterson Streets.

Residents of Grand Junction have twice shown their disapproval of the same request on ballot proposals. City Market refuses to accept responsibility for road improvements which would alleviate some of the traffic problems the store would create, even though the improvements are not needed *without* a store at that intersection. Residents should not be forced to pay for improvements to benefit a business they clearly do not want. City Market officials cannot show need for a grocery store in that area, since one exists at 12th and Orchard, and another is under construction at 12th and Horizon. It seems to us that the request to build at 12th and Patterson shows a lack of concern for the current needs and problems of Grand Junction residents.

We applaud your refusal of this same request in the past, and hope that you will again be farsighted enough to deny the current City Market building application.

Sincerely,


Dennis and Joan Haberkorn

cc: City Council
Kelly A.
Dan W.
Dave V.
Bob B.
sm 9/11/02

SEP 11

9/9/2002

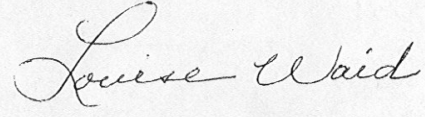
Respectfully submitted to the Grand Junction City Council.

Regarding the proposed construction at 12th & Patterson:

To approve a construction project of the proposed magnitude for the intersection of 12th & Patterson I believe is a crime against the people of Grand Junction! This is already one of the busiest intersections in the city. Picture in your mind the completed project -- thousands of cars daily negotiating the intersection - accidents because drivers are confused by traffic getting on and off double lanes in all directions. Seniors! I'm not against growth but I am against any business at this location that creates the mayhem as this will do.

There are ways to avoid the rush at many of our busy intersections but how many ways to easily avoid 12th & Patterson?

Please don't do this to us!



Louise Waid
A concerned citizen of Grand Junction

RECEIVED

SEP 11 2002

COMMUNITY DEVELOPMENT
DEPT.

GENERAL PROJECT REPORT
(with response to City Comments dated 8/8/02)
FOR

City Market Store #144
(Rezone to Planned Development and Growth Plan
Consistency Review)

Prepared for:

GOLDBERG Property Associates Inc.
1120 Lincoln Street, Suite 1101
Denver, CO 80203-2136

In Partnership with
CITY MARKET
Real Estate Department
65 Tejon Street
Denver, CO 80223

Prepared by:

ROLLAND Engineering
405 Ridges Blvd.
Grand Junction, CO 81503

August 8, 2002
(Original revision to report 4/30/02)

Project Description

This project is the rezone to the Planned Development district and a Growth Plan Consistency Review, on approximate 8.26 acre site located at the southeast corner of 12th Street and Patterson Avenue (F Road). The proposed project is a mixed use project anchored by a City Market Supermarket.

The proposed City Market subdivision (to be applied for upon approval of the rezoning) will be a two lot subdivision that combines 20 lots into two lots. The proposed rezone and subdivision is located on the southeast corner of 12th Street and Patterson Avenue. The existing lots on the proposed site area are presently zoned RMF-8 and B-1 in the City of Grand Junction. The proposal is to create a planned development of a City Market Supermarket of 49,500 square feet in size, two additional retail spaces of approximately 5,000 square feet each, a fuel service island, and a townhome/multi-family site/lot containing 12 residential multi-family units.

The site improvements will require road improvements along Patterson Avenue (F Road), 12th Street, and Wellington Avenue.

The existing site is generally flat, vacant land.

Project Benefit

The Project will provide a first class supermarket with ancillary shopping. This site will complement the existing shopping across 12th Street to the west. The intersection of 12th and Patterson will be upgraded and improved. The shopping center provides shopping amenities to the surrounding residences and businesses. Additionally, the project will create employment opportunities and sales tax within the City of Grand Junction. The creation of a separate lot/site for 12 new multifamily residential housing units will create additional housing opportunities in this centrally located neighborhood. The development will transition from RMF-8 and Planned Development zoning to the south and east to Business, Office, and Planned Development zoning to the north and west.

Planned Development Requirements of Chapter 5 (specifically public amenities)

The City Market Project provides many amenities through a PD zoning. The following is a list of benefits we perceive are added by the development of the City Market Site:

- The intersection of 12th and Patterson will be significantly upgraded. Double left turns will be added to the road cross-sections (both Patterson and 12th Street) allowing for more efficient traffic maneuvering.
- A bus pullout is being added on Patterson Road that will be to the benefit of the Grand Valley Rapid Transit bus system. This supports the multi-modal transportation goals of the City and County.

- Wellington Avenue is being upgraded (half Road improvements) for a sidewalk on the north side, a bike lane striped along the north side for bicycle transportation, and a raised speed table to slow down vehicle speed. The speed table will also be a pedestrian cross-walk.
- The site will be heavily landscaped with a minimum 15 foot wide landscape buffer around the perimeter of the store site. The detention pond area on the southwest corner of the site will provide an approximate 100 foot wide landscaped buffer between Wellington Avenue and the store site.
- Site drainage is being detained at less than historic flow rates which improves the capacity of the existing drain system (the Buthorn Drain).
- The 12 residential units (townhomes) proposed in Lot 1 are 4 more units than the minimum 8 that could be allowed with the straight underlying zoning. The residential component is a good buffer and transition from residential to the southeast and commercial to the northwest.

Project Compliance, Compatibility, and Impact

We believe the Project complies with all existing plans and policies for this area. The rezone to planned development will meet the underlying zoning code of B-1 and RMF-8 zoning. A Growth Plan Consistency Review has been completed for this project and is attached at the end of this Project Report. The Growth Plan Consistency Review addresses many of the concerns for the Approval Criteria for Rezone. The following addresses the Approval Criteria in the City of Grand Junction Zoning and Development Code:

REZONE Approval Criteria from 2.6.A of the Land Use Code:

1. The existing zoning map was a zoning of the best-perceived use of the area. The underlying zoning of B-1 and RMF-8 are the underlying zoning for the PD zoning requested. The City Market Site will have a mix of retail allowed under the B-1 zoning and housing options allowed under the RMF-8 zoning.
2. The neighborhoods in this area have been undergoing a change in their nature through the last several years. The surrounding area has tended to become more oriented towards additional health care facilities from medical offices to assisted living units. The College expansion has resulted in a demand for multi-family housing units. The housing that was in this area had deteriorated and has since been removed from the site. To the west of this site is retail shops and restaurants.
3. We believe that the rezone is compatible with the surrounding neighborhood. The road system is being improved to handle traffic concerns. Storm drainage has been designed to be detained and released at historic flow rates. City Market has met with the Patterson Gardens Neighborhood and believes that it can take care of their issues and concerns. Overall site concerns have been reviewed and designed to have the minimum impact as possible on surrounding streets and neighbors. We believe that the RMF-8 multi-family housing units along Wellington act as buffer between the existing housing to the east and south and the B-1 zoning existing to the west and north.

4. The Growth Plan presently has this area zoned as B-1 and RMF-8. The Growth Plan has RMF-8 zoning to the east of the site and B-1 zoning to the north and west of the site. A Planned Development zone will allow a transition between the RMF-8 and B-1 zoning. The Planned Development allows the flexibility to place RMF-8 multi-family housing units along Wellington Avenue which allows a transition/buffer to the B-1 zoning of the City Market store area. All half-road improvements to the surrounding roads will be accomplished to the City of Grand Junction Standards. The existing Growth Plan zoning of RMF-8 in this area requires 8 to 16 multi-family housing units on 1.93 acres. The Planned Development requested will have 12 multi-family units.
5. Adequate public facilities and services are available to the site. The storm drainage system will be constructed to be a detention pond with historic flow rates from the site. Patterson Avenue, 12th Street, and Wellington Avenue will be modified to include half-street improvements, new curb, gutter and sidewalk, and improved lanes and striping to handle access movements to the site.
6. This isn't an adequate supply of land available this size and zoning in the immediate community area. The underlying zoning of B-1 and RMF-8 supports the Planned Development zoning request and allows flexibility of the site plan.
7. We believe that the surrounding community will benefit from a mix of retail amenities provided by the City Market retail shops and also from the additional housing units provided within the multi-family housing framework.

The Developer will dedicate and improve additional right-of-way along all surrounding streets (Wellington, 12th, and Patterson). The additional right-of-way brings the roadways up to the required City of Grand Junction standards and allows for the needed area to complete road improvements for the site.

The surrounding properties are zoned as follows:

The property to the north, across Patterson Avenue is zoned Residential Office, RMF-8, and Planned Development. The properties to the south, across Wellington Avenue, are zoned RMF-8 and Planned Development. The properties to the south of this site are also bordered by the Grand Valley Irrigation Canal. The property across 12th Street to the west is zoned B-1, Neighborhood Business. The property to the east, immediately abutting the City Market Site, is zoned RMF-8.

Access to the site will be from three main locations. There will be ingress and egress from Wellington, 12th Street, and Patterson Avenue. Patterson Avenue improvements will consist of curb, gutter, and sidewalk with a deceleration lane for the main store access. Additionally a 6 foot detached sidewalk will be constructed along Patterson Avenue. Wellington improvements will consist of access curb returns with a curb, gutter, a 5 foot landscaped strip and then a 5 foot wide detached sidewalk being constructed along Wellington Avenue. The improvements on 12th Street are the most extensive of the road improvements. 12th will be widened to allow for a new deceleration lane into the site and two left turn lanes in the north bound direction. Raised directional medians will be constructed in 12th Street to control traffic movements. A detached sidewalk will be constructed along the east side of 12th Street.

A 15 foot wide buffering area is provided with landscaping along the eastern boundary of the property which includes a 6 foot high masonry wall. Existing residential development along Wellington will be buffered from retail activity by the proposed residential units on the southeastern portion of the project and the landscaped detention area on the southwestern portion.

Semi-truck traffic, and trucks that deliver foodstuffs to the supermarket, will be directed away from Wellington Avenue. The parking lot has been designed such that trucks enter from Patterson Avenue, make their deliveries, and then follow an exit route through the parking lot that exits the trucks at the 12th Street access.

A Traffic Impact Study has been completed for the site and is included with this submittal package.

All utilities are available to the site. Utility providers are as follows:

Fire -	City of Grand Junction Fire Department
Water (Domestic) -	City of Grand Junction
Sewer -	City of Grand Junction
Gas & Electric -	Public Service Company
Phone -	Qwest
Cable -	AT&T Communications
Irrigation -	Grand Valley Water Users Association
Drainage-	Grand Junction Drainage District and Grand Valley Water Users Association

There is a sanitary sewer available within the three streets surrounding the site.

Domestic water is available to the site by the City of Grand Junction. A fire flow form has been completed for the site. The fire flow form calculates the fire flow rate at 1631 gpm. We believe this amount is sufficient for the site since the stores are sprinkled.

Storm water drainage from the site will be collected using curb inlets and directed to a stormwater detention pond located at the southwest corner of the site. A Drainage Report has been completed for the site and is part of the submittal package. The storm drainage system is sized to detain the developed 100-year storm flows and release at or below the 100-year historic flow rate. The runoff and storm sewer system for this project has been calculated in accordance with the SWMM. The storm water release is into an existing culvert under 12th Street with the final outflow being into the Buthorn drain. The detention area is approximately 200 feet in length and 80 feet wide. This area will be landscaped.

A fuel island with five gas pump fuel island locations (ten fuel pumps total) will be constructed towards the southwest area of the project.

A 14 foot wide multi-purpose easement will be created along the frontages of 12th Street, Wellington Avenue, and Patterson Avenue.

A Geotechnical Report for the site has been completed and is part of this submittal.

Future Land Use Plan Consistency Report

The development of the City Market Neighborhood Center is consistent with Grand Junction's Future Land Use Plan both in terms of land use and urban policy issues.

On the Future Land Use Map the 8-acre property located at the southeast corner of Patterson Road and 12th Street has two land use classifications. The parcels along Patterson Road and 12th Street are colored red indicating Commercial use as the preferred future land use, while properties along Wellington Avenue are yellow indicating Medium Density Residential as the preferred future land use.

The land use classification on the property was designed to optimize commercial development along the two arterial streets and to transition to residential use along Wellington Avenue. This land use transition protects the residential character of Wellington Avenue and also prevents commercial encroachment into the existing residential neighborhood to the south. The actual line that distinguishes the land uses is based on old residential lot lines that will cease to exist when the property re-develops. Respecting the exact line between the two land use classifications with two projects, one commercial, the other residential would be very difficult and probably would fail to achieve the urban land use pattern the City is trying to achieve. Recognizing this difficulty, we have taken a different approach, which does not follow the line but respects the purpose of the land use transition.

The proposed City Market Center establishes a true mixed-use project that provides a variety of goods and services to the surrounding residential neighborhood. The neighborhood grocery store in our culture has become more than just a place to buy groceries. It is a neighborhood center that nearly everyone in the neighborhood uses to not only purchase food, but also to have prescriptions filled, to buy stamps or mail a letter, drop off film, pick up a newspaper, get a quick sandwich or a cup of coffee, and even put gas in the car. We have designed the project to include two more retail buildings that will further enhance the goods and services offered at one centralized location. The commercial uses are linked to each other and to the neighborhood with safe, convenient and attractive pedestrian connections. Where possible sidewalks have been detached with canopy shade trees planted between the street and sidewalk to make walking to the grocery store a pleasant experience. Hardscape areas around buildings will be enhanced with special paving, plantings and seating opportunities.

In order to provide an appropriate land use transition and to protect the residential character of Wellington Avenue, the applicant is proposing to add a residential component to the project. Currently twelve dwelling units are planned to be located along Wellington Avenue. The residential units share common open space between buildings and in front yards that will be maintained by a homeowner's association

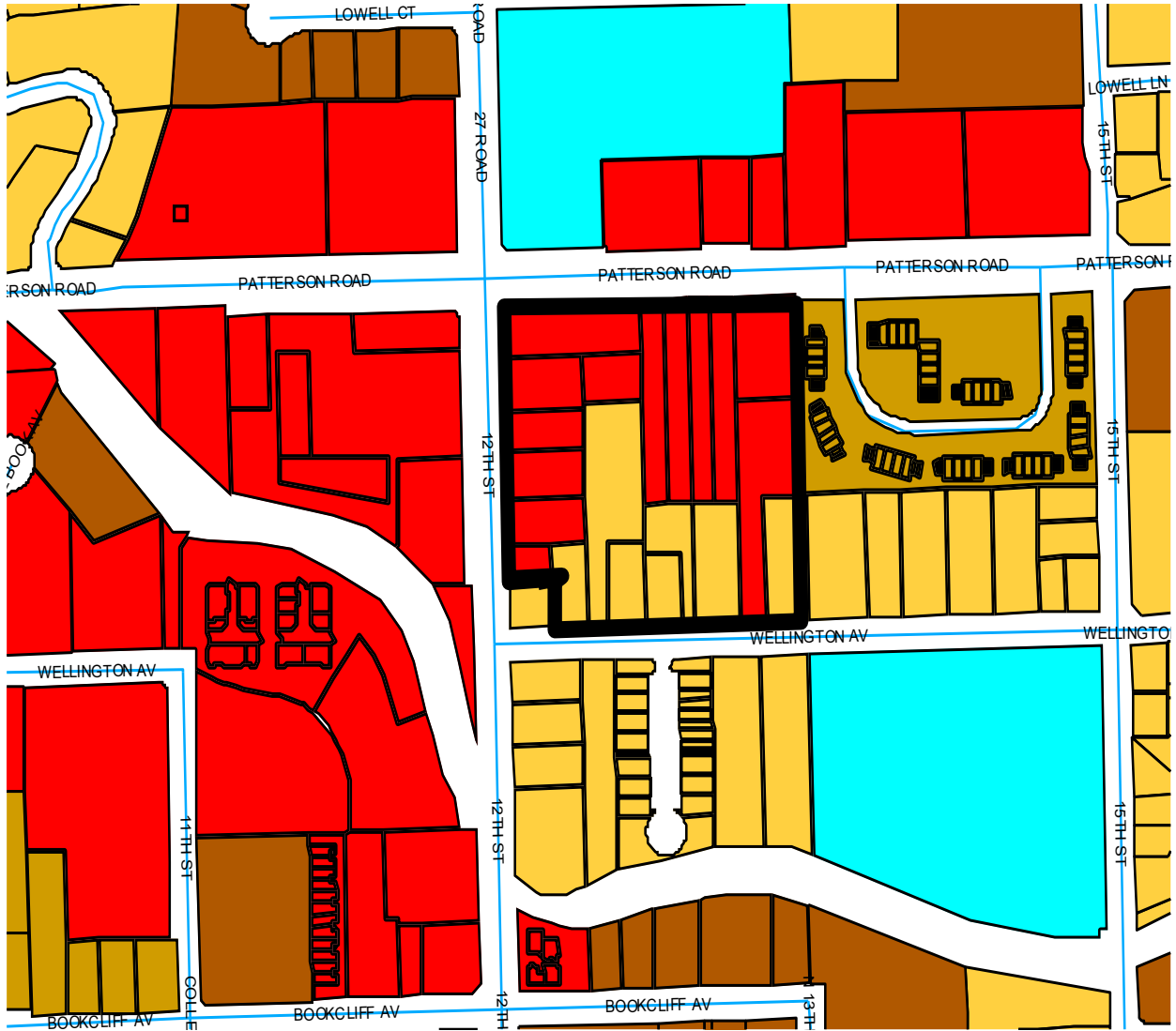
assuring high quality and consistent landscape maintenance. A detached sidewalk along a tree-lined parkway strip characterize the streetscape and the buildings are designed with architectural details that compliment the residential character of Wellington Avenue. Adding a residential component not only creates the land use transition the Land Use Plan intended it will also provides a unique housing opportunity for people that need to live close to services or for families that may only own one car.

In terms of residential density, the project is consistent with the zoning on the property. The existing RMF-8 Zoning allows a minimum of 4 dwelling units per acre and a maximum of 8 dwelling units per acre. The land area on this site zoned RMF-8 is approximately 1.93 acres, which would allow a range of between 8 and 16 dwelling units. While eight dwelling units would meet the intent of the zoning, this proposal would provide twelve dwelling units in an attractive and convenient setting.

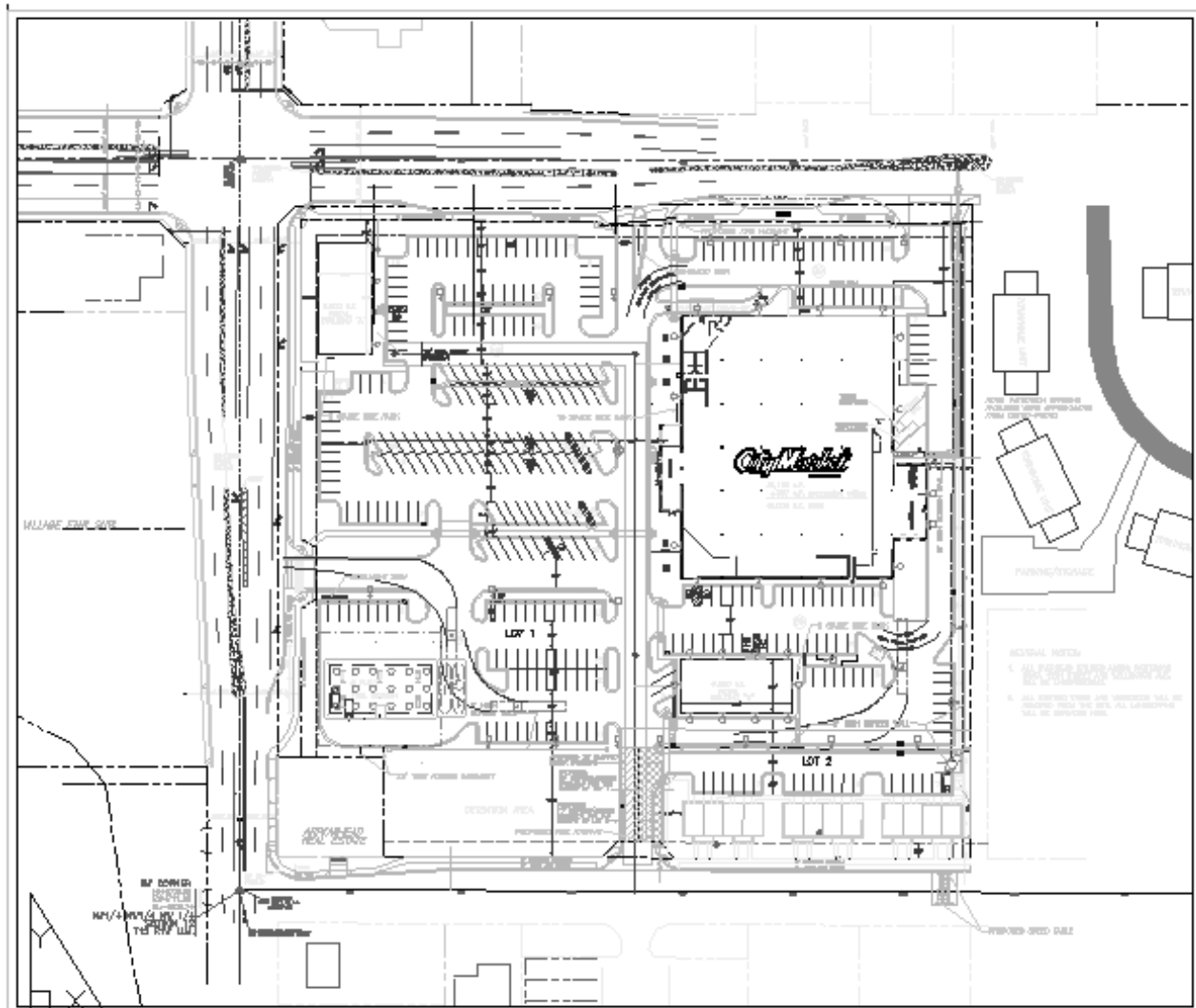
In conclusion, we believe the proposed mixed-use development plan achieves the objectives of the Future Land Use Plan better than a plan that would respect the actual land use classification separation line. While a smaller portion of the site is dedicated to residential use, the number of dwelling units is 50% higher than the minimum number of units allowed by the zoning. The attractively designed residential buildings screen the grocery store and simultaneously create a traditional urban neighborhood streetscape. The neighborhood center as a whole, including retail and residential components, enhances the quality of life in the neighborhood by providing needed goods and services in an attractive setting that encourages social interaction.



**GENERAL LOCATION MAP
CITY MARKET REZONE**



FUTURE LAND USE MAP



SCALE 1"=40'

UTILITY RECORD

UTILITY NAME	DATE
UTILITY NAME	DATE
UTILITY NAME	DATE
UTILITY NAME	DATE
UTILITY NAME	DATE
UTILITY NAME	DATE

AREA SUMMARY

NET AREA TOTAL	1,100
NET AREA	1,100
NET AREA	1,100
NET AREA	1,100
NET AREA	1,100
NET AREA	1,100

PARKING DATA

TOTAL SPACES	100
PERMITTED SPACES	100
PERMITTED SPACES	100
PERMITTED SPACES	100
PERMITTED SPACES	100

LEGEND

---	EXISTING DRIVE
---	EXISTING SIDEWALK
---	EXISTING SIDEWALK
---	EXISTING SIDEWALK
---	EXISTING SIDEWALK
---	EXISTING SIDEWALK

NOTES

- ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
- ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.

APPROVED FOR CONSTRUCTION

DATE: 10/10/2018

PROJECT: CITY MARKET REZONE

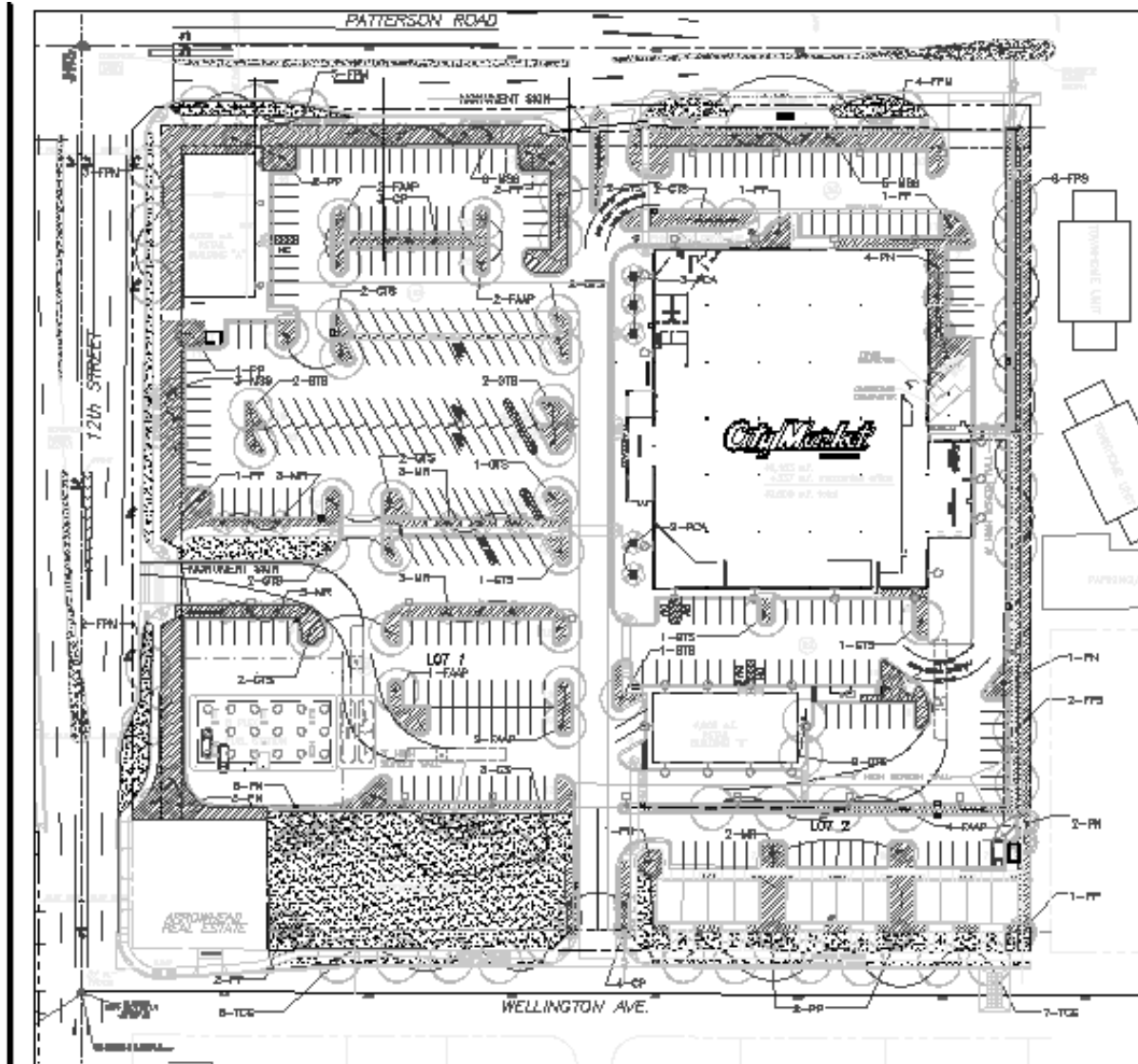
SCALE: 1"=40'

DATE: 10/10/2018

PROJECT: CITY MARKET REZONE

SCALE: 1"=40'

**PRELIMINARY PLAN
CITY MARKET REZONE**



**PRELIMINARY LANDSCAPE PLAN
CITY MARKET REZONE**

1 CANOPY GRAPHICS
SHEET 1/1/1/0

2 KIOSK GRAPHICS
SHEET 1/1/1/0

3 DISPENSER ELEVATION
SHEET 1/1/1/0

4 EAST ELEVATION
SHEET 1/1/1/0

5 WEST ELEVATION
SHEET 1/1/1/0

6 NORTH ELEVATION
SHEET 1/1/1/0

7 SOUTH ELEVATION
SHEET 1/1/1/0

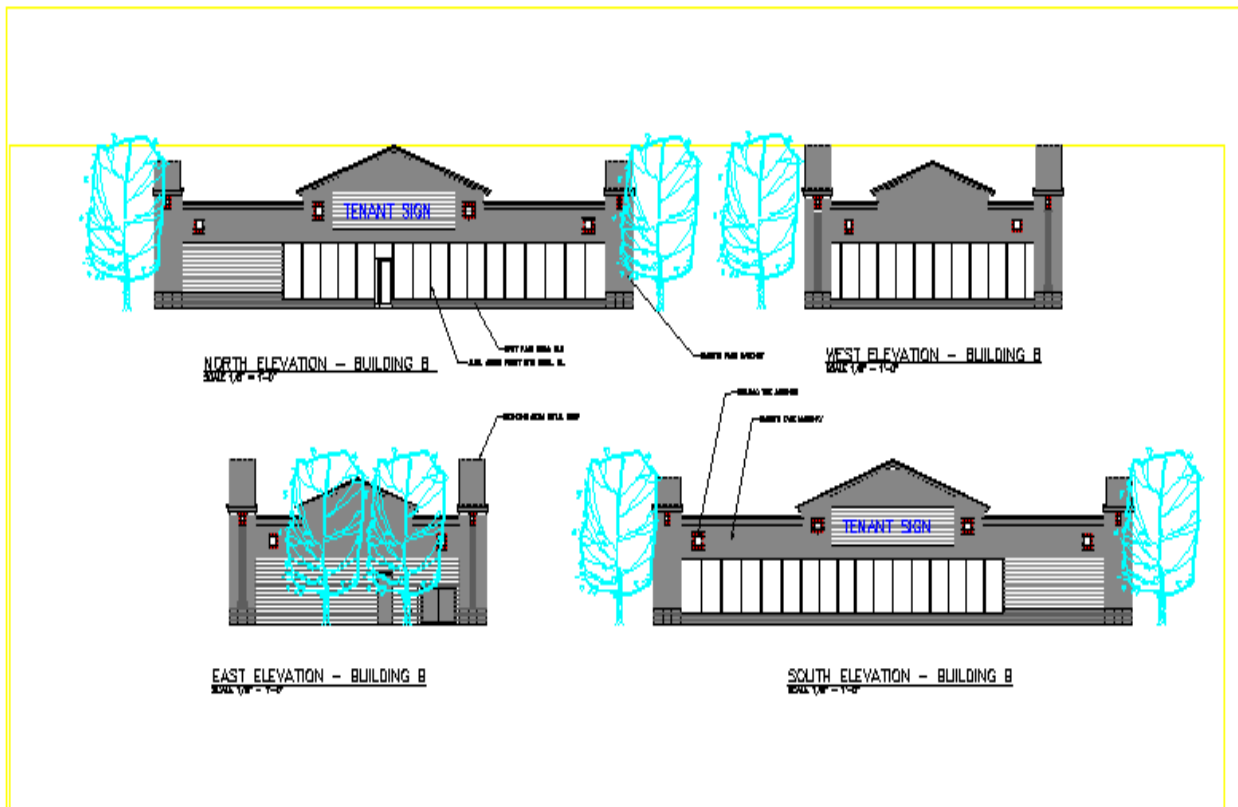
8 MONUMENT SIGN GRAPHICS
SHEET 1/1/1/0

9 CANOPY PRICE SIGN GRAPHICS
SHEET 1/1/1/0

10 SECTION AT CANOPY SIGN
SHEET 1/1/1/0

EQUIPMENT SCHEDULE					
ITEM	DESCRIPTION	CLASS	MANUFACTURER	MODEL	QUANTITY
1	TOP CANOPY				
2	TOP CANOPY				
3	TOP CANOPY				
4	TOP CANOPY				
5	TOP CANOPY				
6	TOP CANOPY				
7	TOP CANOPY				
8	TOP CANOPY				
9	TOP CANOPY				
10	TOP CANOPY				
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47	TOP CANOPY				
48	TOP CANOPY				
49	TOP CANOPY				
50	TOP CANOPY				

FUELING STATION ELEVATIONS CITY MARKET REZONE



	RETAIL PAD SITE BUILDING B 12TH & PATTERSON	
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TENANT BUILDING ELEVATION CITY MARKET REZONE

Data from the City Market Traffic Impact Study

From Table 5:

<u>Use:</u>	<u>Total Daily Trip Generation:</u>
Supermarket	5842
Gas Station	1686
Retail	407
Townhomes	<u>177</u>
TOTAL:	7751

From Table 10:(Does not include Dual Lefts on Patterson, just 12th)

12th & Patterson Levels of Service:

a.m.

<u>Existing</u>	<u>With City Market</u>	<u>Base 2020</u>	<u>2020 with City Market</u>
B	C+	E	E

p.m.

<u>Existing</u>	<u>With City Market</u>	<u>Base 2020</u>	<u>2020 with City Market</u>
E+	D+	F	F

Saturday

<u>Existing</u>	<u>With City Market</u>	<u>Base 2020</u>	<u>2020 with City Market</u>
B	C	D	E

DRAFT MINUTES

GRAND JUNCTION PLANNING COMMISSION AUGUST 27, 2002 MINUTES 7:02 p.m. to 9:20 p.m.

The regularly scheduled Planning Commission hearing was called to order at 7:02 p.m. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the Planning Commission, were Paul Dibble (Chairman), John Evans, Roland Cole, William Putnam, Bill Pitts and John Redifer.

In attendance, representing the Community Development Department, were Bob Blanchard (Community Services Director) and Pat Cecil (Development Services Supervisor).

Also present were John Shaver (Asst. City Attorney), Rick Dorris (Development Engineer), Jody Kliska (Traffic Engineer) and Mike McDill.

Terri Troutner was present to record the minutes.

There were approximately 38 interested citizens present during the course of the hearing.

I. APPROVAL OF MINUTES

Available for consideration were the minutes from the July 23, 2002 public hearing.

MOTION: (Commissioner Evans) “Mr. Chairman, I move for acceptance of the minutes of July 23rd.”

Commissioner Pitts seconded the motion.

A vote was called on the motion passed by a vote of 4-0, with Commissioners Putnam and Redifer abstaining.

II. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

At the petitioner's request, Pat Cecil asked that item VAR-2002-128 be continued to the September 10, 2002 Planning Commission public hearing.

MOTION: (Commissioner Redifer) "Mr. Chairman, I would move to reschedule the hearing request and continue [item VAR-2002-128] to September 10."

Commissioner Evans seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

III. CONSENT AGENDA

There were no items available for placement on the Consent Agenda.

IV. FULL HEARING

RZ-2002-118 CITY MARKET REZONE

A request to rezone the entire 8.26 acres from RMF-8 and B-1 to PD (Planned Development) zone district in order to construct a mixed use project comprised of commercial and residential uses.

Petitioner: City Market, Inc., Mike Shunk
Location: Southeast corner of 12th Street and Patterson Road
Representative: Rolland Engineering, Trevor Brown

STAFF'S PRESENTATION

Pat Cecil presented a Powerpoint presentation which contained the following: 1) general location map; 2) future land use map; 3) existing zoning map; 4) Preliminary Plan drawing; 5) preliminary landscaping plan; 6) outline of public benefits derived by rezone approval; and 7) findings of fact and staff recommendation.

Mr. Cecil provided a brief history of the site and of City Market's previous rezone application. He pointed out surrounding zoning and uses and noted that the site's current zoning was inconsistent with the Growth Plan's future land use map. Referencing the applicant's Preliminary Plan, Mr. Cecil said that the store's proposed square footage had been reduced; a

large quantity of landscaping had been added; and the site would be buffered in part by the proposed 12 residential units and the construction of masonry walls. Access points and corresponding movements, internal circulation patterns, and street improvements were denoted. A fueling station and kiosk, along with two retail pad sites, were also proposed. Parking layout and the location of an onsite detention pond were shown. Delivery truck traffic would access the site from either 12th Street or Patterson Road, and turning movements from both streets would be restricted. Access onto Wellington Avenue would be full movement; however, no delivery truck access would be permitted from Wellington. The B-1 and RMF-8 zones provided underlying default standards for the PD request. An 8-foot-high screening wall was proposed along the east property line to separate the project and provide noise attenuation for residential uses to the east; a 6-foot-high screen wall would separate the commercial use from the proposed residential units on the south side of the project.

Staff determined that the request was consistent with the goals and policies of the Growth Plan, that Code criteria had been met, and that the proposed development would provide public benefits above and beyond those required to mitigate the impacts of development. Approval of the rezone request was recommended.

QUESTIONS

Chairman Dibble asked for further clarification on proposed open space, which was provided. Mr. Cecil added that open space areas would be considered passive, with grass and tree plantings; no play equipment had been proposed.

Commissioner Pitts asked for clarification on turning movements into and out of the site from 12th Street and from Patterson Road. Mr. Cecil responded that a right in/out access movement would be present at the northeast corner of the site on Patterson Road; a left/right in with only right out access movement would be available on Patterson Road; a right in/out access movement would be located on 12th Street, and a full movement intersection would be available on Wellington Avenue. As part of the project, major reconstruction of the intersection of 12th Street and Patterson Road would be required, which will necessitate duel left turn lanes from Patterson Road to 12th Street in both directions, and from 12th Street to Patterson Road in both directions.

Chairman Dibble asked for a further explanation of how the 12th Street/Patterson Road intersection would be reconfigured. Rick Dorris came forward and said that in order for necessary street improvements to be made, additional right-of-way would be required from various corners of the intersection (shown on map). Acquisition of required right-of-way would be the applicant's responsibility. Left-hand turn lanes would be constructed in all four directions at the intersection. Mr. Dorris said that the acquisition of additional right-of-way from the Mesa National Bank site would place the bank only 9 feet from property line. Final intersection design must address any potential impacts to the bank building due to intersection improvements.

Commissioner Putnam asked about the proximity of other nearby fueling stations. Mr. Dorris said that the nearest one was located at 12th Street and Orchard Avenue, approximately a half-

mile away; the closest one after that was approximately two miles away.

PETITIONER'S PRESENTATION

Michael Foley, representing the petitioner, said that this was his company's first venture with City Market. He presented a Powerpoint presentation, which included: 1) overview of request; 2) list of project consultants' names; 3) landscaping plan; 4) grocery store elevation drawings; 5) retail site elevation drawings; 6) residential unit elevation drawings; 7) existing intersection drawing; and 8) public benefits outline.

Mr. Foley said that this project had been carefully crafted to ensure maximum compatibility with surrounding neighborhoods. The proposed residential units would effectively screen the grocery store from Patterson Road, and attractive streetscaping would be provided. He reiterated the locations of proposed masonry walls. He and others had worked extensively with residents of the Patterson Road Gardens apartments to ensure that their interests were protected; as a result, the project now received their endorsement. Mr. Foley said that while some of the site's trees were sickly and dying, developers would attempt to preserve as many existing healthy trees as possible. A lot of landscaping had been proposed with the development—approximately 100 additional trees, 1,200 shrubs, and grass. Access points into the site were noted, with each being integral to the functionality of City Market. He reiterated that delivery truck traffic would be prohibited from accessing the site off of Wellington Avenue.

Mr. Foley said that traffic capacity at the 12th Street/Patterson Road intersection had already been exceeded, with the intersection having already failed. Noting the extensive street and intersection improvements that would be required with the project, he hoped that the City would take the lead in procurement of right-of-way and that a cost-sharing arrangement could be devised between them and the City.

QUESTIONS

Commissioner Cole reminded the applicant's representatives that the Planning Commission did not have the authority to negotiate or otherwise engage in any agreement involving street improvements. The Planning Commission could only consider the land use issue currently before it. Mr. Foley expressed agreement that the intersection improvements were necessary and supported staff's recommendations for them; however, to bear the entire cost for such improvements would be prohibitive. He reiterated his hope that he and the City could enter into negotiations to share the costs of such extensive improvements.

Bob Blanchard reiterated that Commissioner Cole's statements were correct; planning commissioner decisions were limited to land use issues, and they could only consider what was before them this evening.

Commissioner Redifer wondered if the applicant had given any consideration to Village Fair Shopping Center tenants' turning movements. How would access/turning movement conflicts be handled? David Hook, also representing the petitioner, said that entrances into both the City

Market and Village Fair sites would be offset, with sufficient stacking room available to prevent turning movement conflicts.

John Shaver asked for clarification from the applicant's representatives on the right-of-way acquisition issue. Mr. Foley said that the proposed intersection improvements required right-of-way acquisition from three corners of the intersection—property that they didn't own. He reiterated that he hoped the City would take the lead in acquiring this property for necessary improvements.

Chairman Dibble thought that the siting of Mesa National Bank had only been allowed via approval of a variance request. Mr. Foley acknowledged that this was indeed the case. The acquisition of additional right-of-way would make an already non-conforming use even more non-conforming. He believed that even with the additional dedication, however, there would still be ample room for sidewalk construction.

PUBLIC COMMENTS

FOR:

Sandy Randall (1441 Patterson Road, #701, Grand Junction), president of the Patterson Gardens Homeowners Association, expressed support for the project. She acknowledged the effort put into the current site design by the applicant and said that it appeared to be compatible with the surrounding neighborhoods. She appreciated that the project's representatives were mindful of potential impacts to the residents of Patterson Gardens. Letters of subdivision residents in support of the project were submitted for the record. Names of those expressing support included Barbara Sundermeier, Sandy Randall, Robert Emrich, Sandy Chambers, Charles Lankford, Dorothy Jenkins, Kay Atchley, Morton Perry, Ralph and Jeanne O'Brien, Deana Pacheco, Ellen Wells, Tamara Donati, Sue Spinney, Susan Reed, Kay Prewitt, and three others whose handwriting could not be discerned.

Ron (no last name given), 2258 Willowood Road, Grand Junction, manager of the Village Fair Shopping Center, spoke in support of the project. City Market, he felt, was trying very hard to mitigate concerns and demonstrate good corporate citizenship. Since they hadn't attempted to acquire right-of-way from him, he felt he was unable to speak to that issue, but the plan seemed to be a good one.

Bob Emrich (1441 Patterson Road, Grand Junction) provided a brief history of City Market's past submittal and his involvement in meeting with project representatives. While originally opposed, he was now in favor of the project.

AGAINST:

John Thompson (2412 North 12th Street, Grand Junction) said that traffic near and at the 12th Street/Patterson Road intersection was often so bad that he had to wait a long time before being able to exit his driveway. He couldn't see how any proposed improvements would sufficiently mitigate current traffic let alone that which would be generated by the grocery store, retail

businesses, fueling station, and a dozen additional residential units. Also, did the community really need another shopping center, and if so, did it have to be at this precise location? He reiterated his opposition to the project and urged denial of the rezone request.

Steve Austin (1161 Lowell Court, Grand Junction) said that he had been opposed to the project before and remained opposed to it. He agreed with Mr. Thompson's statements with regard to traffic mitigation and the questionable need for another store.

Patricia Verstraete (1321 Wellington Avenue, Grand Junction) disagreed that this project qualified as a "neighborhood business." City Market was owned by a parent company out of Ohio and would likely be operating 24/7 as many of the other shopping centers in town did. This use would generate added traffic and create light and noise pollution 24 hours/day, representing significant impacts to surrounding neighborhoods. She noted that the applicant had not met with property owners to the south nor did it seem that impacts to southern neighbors had been taken into consideration.

Bruce Verstraete (1321 Wellington Avenue, Grand Junction) referenced a speaker who, during City Market's last submittal, had said that Patterson Road must be protected and traffic flows preserved. This project would severely restrict traffic flows moving through the 12th Street intersection much as the St. Mary's expansion at 7th Street would restrict traffic flows at that intersection. He remembered that Public Works Director Mark Relph predicted that the 12th Street/Patterson Road intersection would fail within ten years; this prediction had come true in only three years. How could proposed street improvements successfully mitigate current traffic let alone another expected 6,000 TPD from the City Market site? There were a number of other stores located nearby, the nearest only a half-mile away. Why couldn't the store locate in the Fruitvale area where a lack of shopping and other services currently existed (as identified in the 6/28/02 edition of the Daily Sentinel)?

Burt Swisher (2510 North 12th Street, Grand Junction) expressed concern over the proximity of the proposed fueling station to his property. He said that even with his property located so close to the site, no one from the project had bothered to contact him. He observed that if a bike/pedestrian path were constructed along Wellington Avenue as proposed it would result in the destruction of a lot of his established shrubbery. He also asked for confirmation that an irrigation line would be extended from the City Market site to his property. Mr. Swisher said that the applicant should not include as part of his proposal right-of-way not belonging to him.

Deb Trackler (1418 Wellington Avenue, Grand Junction) said that hers was a quiet neighborhood and Wellington Avenue was a narrow, minimally improved street. She expected that added traffic from the project would create congestion at its intersection, compromise the safety of pedestrians walking along the street, and bring construction traffic. She agreed that another store was not needed at this particular location.

PETITIONER'S REBUTTAL

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Mike Shunk, representing the petitioner, said that City Market had been a local business for over 30 years, even though it was now owned by Kroger. The current proposal represented the first City Market store addition in over ten years. Research deemed that another store was warranted and that this was the best site for it. He noted the increased traffic flow which could be expected from street/intersection improvements. Improvements in pedestrian crosswalk signaling would add to pedestrian safety. The added retail uses would provide the neighborhood with added services and convenience. A lot of thought and effort had gone into the current plan. He expected no more than an additional 100 vehicle trips/day down Wellington Avenue, with total TPD well below the street's current carrying capacity. With regard to the development of supermarkets in other areas of town, market research was always considered prior to development of new stores. He noted that Mr. Swisher's property was zoned B-1; thus, the project was compatible with this adjacent zoning. He expressed his apology in not having met with Mr. Swisher but confirmed that the irrigation line would be extended to his property. Mr. Shunk said that he would work with Mr. Swisher on the shrubbery issue. He reiterated that help was needed from the City on ensuring construction of proposed street improvements.

QUESTIONS

Chairman Dibble asked about the buffering provided to residents north of the project. Mr. Shunk said that landscaping had been proposed; however, extension of a proposed 3-foot-high masonry wall could be a consideration.

Commissioner Redifer asked about the store's hours of operation. Mr. Shunk said that as with other City Market stores, hours of operation would likely be from 5 a.m. to 1 a.m. Parking lot lighting would be shielded, shining at zero foot candles at the property's perimeter.

Commissioner Cole asked if market research had been undertaken to determine the best store siting. Mr. Shunk replied affirmatively, reiterating that this 12th and Patterson location had been the most favorable site. This research had even been reevaluated following the last submittal's denial, with the same results.

Chairman Dibble asked about the distance between the fueling station and Mr. Swisher's property. Would Mr. Swisher's existing curb cuts remain where they were? Mr. Dorris said that the curb cuts would remain where they were until such time as the property redeveloped. When asked if the City had been in contact with Mr. Swisher, Mr. Dorris replied negatively. Mr. Foley added that there was approximately 45 feet between the fueling station and Mr. Swisher's property line. When asked if project notification had been given to Mr. Swisher, Mr. Cecil felt certain that Mr. Swisher had been included on the contact list given to the applicant since individual notification was given to property owners within 500 feet of a proposed project.

Commissioner Evans asked if the fuel tank would be located directly under the fueling station pad. Mr. Cecil said that the fuel tank would be located just east of installed pumps (location shown on map).

Commissioner Cole asked if Mr. Swisher's property was included in the current rezone request, to which Mr. Cecil responded negatively.

DISCUSSION

Commissioner Putnam said that with regard to whether the community needed another store or not, that determination wasn't within Planning Commission purview. Planning commissioners could only deal with land use issues.

Commissioner Cole acknowledged the time and effort put into the current plan by City Market representatives. Significant progress had been made in mitigating previously stated concerns, and he was pleased that neighborhood meetings had been held and had been fruitful. He felt comfortable in recommending approval to City Council.

Commissioner Pitts observed that the proposal met land use and zoning criteria and that construction of the project as proposed would yield benefits to the community. The current proposal included a number of upgrades and improvements, and concerns had, for the most part, been addressed. He too expressed support for the request.

Commissioner Evans concurred. The biggest stumbling block had been and would continue to be traffic mitigation. However, any venture between the City and the applicant would require City Council approval.

Commissioner Putnam felt that this would give surrounding residents shopping opportunities within walking distance. He too expressed support for the request.

Commissioner Redifer expressed surprise that the manager of Village Fair supported the project since he felt there would still be turning movement and stacking conflicts after construction. He felt that even with street improvements, he expected that traffic at the 12th and Patterson intersection would continue to be bad. However, planning commissioners had a set number of criteria they could use to make a decision. While he still had reservations over the success of the project, he hadn't heard anything in testimony given to dissuade him from recommending approval of the project, albeit reluctantly.

Chairman Dibble said at the very least the proposed street improvements would forestall additional improvements to the intersection. He expressed concern over the routes that people may be forced to take in order to get to their homes; however, the request met both Growth Plan recommendations and Code criteria. The Preliminary Plan had a number of positive qualities, including the park-like atmosphere of the detention area and streetscaping along Wellington Avenue. He hoped that good solid businesses would choose to locate on available pad sites. He commended the applicant's representatives for their efforts in resolving so many of the issues brought forth during the previous submittal.

MOTION: (Commissioner Cole) "Mr. Chairman, on Zone Amendment RZ-2002-118, I
5394\275\727208.1 **B-62**

move that the Planning Commission approve the Preliminary Plan and forward a recommendation of approval of the zone amendment to the City Council with the findings as listed in the above staff recommendation.”

Commissioner Pitts seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

Mr. Shaver added for the record that the applicant’s representatives should not be surprised if the City required them to secure the needed right-of-way at the 12th/Patterson intersection. The City would not take the lead in this as mentioned in previous testimony.

With no further business to discuss, the public hearing was adjourned at 9:20 p.m.

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. _____**

**AN ORDINANCE REZONING 8.26 ACRES OF LAND LOCATED
AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PATTERSON ROAD
AND 12TH STREET FROM B-1 AND RMF-8 TO PD (CITY MARKET)**

Recitals.

A rezone from the Neighborhood Business (B-1) and the Residential Multiple Family -8 (RMF-8) districts to the Planned Development (PD) district has been requested by Dillon Real Estate Company (City Market) for the properties located at the southeast corner of the intersection of Patterson Road and 12th Street for purposes of developing a mixed use project comprised of commercial and residential uses. The Community Development Director has reviewed the application and the development plans (herein “the Plan” or “Plan”) and recommended approval of the rezoning and development.

The Grand Junction Planning Commission, at its August 27, 2002 hearing, recommended approval of the rezone request from the Neighborhood Business (B-1) and the Residential Multiple Family -8 (RMF-8) districts to the Planned Development (PD) district. The Planning Commission further recommended that the rezoning, if it is granted by the City Council, be expressly conditioned on City Market dedicating all right-of-way necessitated by the development and construction of the necessary turn lanes, street and traffic improvements, all as shown on and more particularly described by the Plan.

The City Council having considered the record, the recommendation of the staff and the Planning Commission, finds that the record meets the City's goals and policies and is consistent with the future land uses set forth by the Growth Plan.

The City Council also finds that the requirements for rezoning, as set forth in Sections 2.6., 2.12.C.2. and Chapter 5 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL(S) HEREIN DESCRIBED ARE HEREBY CONDITIONALLY ZONED AS A PLANNED DEVELOPMENT (PD) DISTRICT AND MAY ONLY BE DEVELOPED IN ACCORDANCE WITH THE APPROVAL OF THE PLAN AND CONSTRUCTION OF THE DEVELOPMENT IN ACCORDANCE WITH THE STANDARDS AND USES SPECIFIED HEREIN, THE DEDICATION OF RIGHT-OF-WAY NECESSITATED BY THE APPLICANT'S DEVELOPMENT AND THE CONSTRUCTION OF ALL REQUISITE IMPROVEMENTS, ALL OF WHICH STANDARDS, DETAILS AND SPECIFICATION ARE FULLY INCORPORATED BY REFERENCE AS IF FULLY SET FORTH:

Parcels 1 & 2:

Beginning 217.8 feet North and 50 feet east of the Southwest Corner of Lot 40 in Block Eleven of FAIRMOUNT SUBDIVISION, according to the recorded plat thereof; thence East 100 feet; thence North to the North line of said Block 11; thence West 100 feet; thence South to the Point of Beginning. EXCEPT Tract conveyed to the City of Grand Junction by Deed recorded September 24, 1985 in Book 1556 at Page 523, Mesa County Colorado.

Parcel 3:

The West half of the following described tract: Beginning at a point 217.8 feet North of the Southwest corner of Lot 40 in Block 11 of FAIRMOUNT SUBDIVISION; thence East 100 feet; thence North of the North line of said Block 11; thence West 100 feet; thence South to the Point of Beginning, being a part of Lots 39 and 40 in Block 11 of FAIRMOUNT SUBDIVISION. EXCEPT tract conveyed to the City of Grand Junction by Deed recorded September 24, 1985 in Book 1556 at Page 523, Mesa County, Colorado.

Parcel 4:

Beginning 10 feet West and 111 Feet South of the Northwest corner of Block 11 FAIRMOUNT SUBDIVISION; thence South 99 feet; thence East 175 feet; thence West 175 feet to the Point of Beginning; EXCEPT the West 5 feet thereof for road and utility purposes as granted to the City of Grand Junction by Deed recorded July 23, 1974 in Book 1020 at Page 667, Mesa County, Colorado.

Parcel 5:

Beginning 10 feet West of the Northwest Corner of the West Half of Block 11 of FAIRMOUNT SUBDIVISION; thence South 111 feet; thence East 300 feet; thence North 111 feet; thence West 300 feet to the Point of Beginning, EXCEPT the West 5 feet thereof for road and utility purposes as granted to the City of Grand Junction by Deed recorded July 25, 1974 in Book 1020 at Page 792 AND EXCEPT Beginning at a point 5 feet West of the Northwest corner of Lot 38, Block 11, FAIRMOUNT SUBDIVISION; thence East 7 feet; thence South 5 feet; thence North to Point of Beginning for Highway right-of-way and utility purposes as granted to the City of Grand Junction by Deed recorded May 16, 1975 in Book 1037 at Page 379 AND EXCEPT a tract of land for road and utility right-of-way purposes being a portion of the NW ¼ NW ¼ in Section 12, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows: Beginning 2 feet East of the Northwest corner of Block 11 in FAIRMOUNT SUBDIVISION in said Section 12; thence along the South right-of-way line of F Road (Feb. 1983) East 288 feet to the Northeast corner of a Parcel of land described and recorded in Book 1139 at Page 590, of records in the Office of the Mesa County Clerk and Recorder; thence South 13 feet along the East boundary line of said parcel; thence West 280 feet; thence South 45°00'00" West 21.21 feet to a point on the East right-of-way line of 12th street; thence North 23 feet; thence East 7 feet; thence North 5 feet to the Point of Beginning as granted to the City of Grand Junction by Deed recorded March 30, 1983 in Book 1424 at Page 232 and re-recorded April 9, 1984 in Book 1487 at Page 793, Mesa County, Colorado.

Parcel 6:

Beginning at a point North 89°50' West 48.25 feet from the Southeast corner of Lot 40 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 223 feet; thence South 89°50' East 78.25 feet; thence North 176.5 feet; thence North 89°52' West 130.5 feet; thence South 399.4 feet; thence South 89°50' East 52.25 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 7:

The East 50 feet of the following described tract of land, to wit:
Beginning at a point 217.8 feet North and 100 feet East of the Southwest Corner of Lot 40 in Block 11 of FAIRMOUNT SUBDIVISION; thence East 100 feet; thence North 382.2 feet to the North line of said Block 11; thence West 100 feet; thence South 382.2 feet to the Point of Beginning. EXCEPT Tract conveyed to the City of Grand Junction by Deed recorded September 24, 1985 in Book 1556 at Page 523, Mesa County, Colorado.

Parcel 8:

Beginning at a point 399.5 feet North of the Southeast Corner of Lot 40 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 89° 52' West 100.5 feet; thence North 200 feet; thence South 89° 52' East 130.5 feet; thence South 200 feet; thence North 89° 52' West 30 feet to the Point of Beginning, EXCEPT Tract conveyed to the City

of Grand Junction by deed recorded September 24, 1985 in Book 1556 at Page 523, Mesa County, Colorado.

Parcel 9:

Beginning 150 feet North of the Southeast corner of Lot 37 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 339 feet; thence West 125 feet; thence South 489 feet; thence East 45 feet; thence North 150 feet; thence East 80 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 10:

Beginning 5 feet West and 210 feet South of the Northwest Corner of Block 11 in FAIRMOUNT SUBDIVISION; thence South 70 feet; thence East 170 feet; thence North 70 feet; thence West 170 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 11:

Beginning at a point 165 feet East of the Southwest Corner of Block 11, FAIRMOUNT SUBDIVISION; thence North 150 feet; thence West 75 feet; thence 150 feet; thence East 75 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 12:

Lot 1, YO MINOR SUBDIVISION, Mesa County, Colorado.

Parcel 13:

Lot 2, YO MINOR SUBDIVISION, Mesa County, Colorado.

Parcel 14:

Beginning at a point 100 feet East of the Southwest Corner of Lot 40 in Block 11 in FAIRMOUNT SUBDIVISION; thence North 217.8 feet; thence East 100 feet; thence South 217.8 feet; thence West 100 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 15:

Beginning at the Southeast Corner of Lot 40 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 89° 50' West 48.25 feet; thence North 223 feet; thence South 89° 50' East 78.25 feet; thence South 223 feet; thence North 89° 50' West 30 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 16:

Beginning at the Southwest Corner of Lot 37 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 235 feet for Point of Beginning; thence North 85 feet; thence East 175 feet; thence South 85 feet; thence West 175 feet to the Point of

Beginning; AND TOGETHER WITH Beginning at a point 235 feet North of the Southwest Corner of Lot 37 in Block 11 of FAIRMOUNT SUBDIVISION; thence West 10 feet; thence North 85 feet; thence East 10 feet; thence South 85 feet to Point of Beginning; EXCEPT Tract conveyed to the City of Grand Junction by instrument recorded July 30, 1974 in book 1020 at Page 966 for Road and utility right-of-way; ALSO EXCEPT that portion thereof described in Book 920 at Page 84, as follows: Beginning at a point 235 feet North and 175 feet East of the Southwest Corner of Lot 37, Block 11 of FAIRMOUNT SUBDIVISION; thence West 10 feet; thence North 85 feet; thence East 10 feet; thence South 85 feet to the Point of Beginning, Mesa County, Colorado.

Parcel 17:

Beginning at a point 150 feet North of the Southwest Corner of Lot 37 in Block 11 of FAIRMOUNT SUBDIVISION; thence West 10 feet; thence North 85 feet; thence East 185 feet, thence South 85 feet; thence West 175 feet to the Point of Beginning, EXCEPT the West 5 feet thereof, as conveyed to the City of Grand Junction by instrument recorded August 19, 1974, in Book 1022 at Page 94, ALSO EXCEPT that portion thereof lying within the land described in deed recorded in Book 451 at Page 262, Mesa County, Colorado.

Parcel 18:

Beginning at a point 90 feet North and 10 feet West of the Southwest Corner of Lot 37 in Block 11 of FAIRMOUNT SUBDIVISION; thence North 60 feet; thence East 100 feet; thence South 60 feet; thence West 100 feet to the Point of Beginning, EXCEPT the West 5 feet thereof, Mesa County, Colorado.

Parcel 19:

Beginning at the Southeast Corner of the West half of Block 11 of FAIRMOUNT SUBDIVISION; thence West 80 feet; thence North 150 feet; thence East 80 feet; thence South 150 feet, to the Point of Beginning, Mesa County, Colorado.

Uses Permitted:

Commercial Area:

1. A 49,500 square foot (total square footage of floor area) grocery store with drive-up pharmacy (no CUP required). Seasonal sales areas not to exceed total combined maximum of 600 square feet will be permitted adjacent to the front façade of the grocery store as long as there is no interference with pedestrian access.
2. A fueling facility with 5-pump stations under a canopy and a payment kiosk (no CUP required).
3. A 5,000 square foot retail building.
4. A 4,800 square foot retail building.

5. All other uses permitted in the B-1 zone district as defined by the January 20, 2002 Zoning and Development Code without a CUP.
6. Signage consistent with the approved sign package.

Residential Area:

1. 12 residential dwelling units to be constructed concurrent with the construction of the first commercial building.
2. A drainage detention basin constructed and landscaped in accordance with the Plan.

Uses Prohibited:

1. Outdoor/store front vending machines other than a coin operated air compressor near the fueling area.
2. Compacting and/or removal of trash refuse or rubbish between the hours of 11 P.M. and 7 A.M.
3. Ingress or egress of any delivery trucks from/to Wellington Avenue.
4. Subdivision of the residential units. The residential portion of the project may be subdivided from the commercial portion. Commercial pad sites may not be subdivided.

General Development Standards:

1. Landscaping shall be installed per the final landscape plan.
2. All onsite lighting shall be shielded downward to prevent light from leaving the property.
3. All trash dumpsters shall be located and kept in a screened enclosure meeting City standards. Dumpsters shall be constructed with same materials as the buildings and shall be gated with a gate acceptable to the City.
4. Screening walls shall be constructed concurrent with the construction of the first commercial building and the residential buildings.
5. All required right-of-way improvements must be constructed concurrent with the construction of the first commercial building.

Specific Development Standards:

1. Commercial Area:
 - a. Buildings shall be constructed in conformance with the approved building elevations.
 - b. Lighting under the canopy for the fuel service area shall be recessed and shall not extend below the bottom of the canopy.

- c. Vehicular and pedestrian access shall be planned and provided to the property located at the northeast corner of Wellington Avenue and 12th Street (commonly known as the Arrowhead Realty) to provide Interconnectivity and safe access at the time of redevelopment of that property.
- d. Roof top mechanical equipment shall be screened from view in accordance with the Code.
- e. The B-1 zone district setbacks in the January 20, 2002 Zoning and Development Code shall apply.
- f. The fueling station shall be constructed of materials similar in nature to those of the other retail structures.

2. Residential Area:

- a. Buildings shall be constructed in conformance with the approved building elevations.
- b. The RMF-8 zone district setbacks in the January 20, 2002 Zoning and Development Code shall apply with exception that the front yard setback shall be 14 feet from the front property line.

INTRODUCED for FIRST READING and PUBLICATION this 18th day of September, 2002.

PASSED on SECOND READING this **** day of ****, 2002.

ATTEST:

President of Council

City Clerk

Attach 10

Agreement Between Rimrock and Developer

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	A Resolution Authorizing an Agreement between G.J. Rimrock General Improvement District and the Developer					
Meeting Date	October 2, 2002					
Date Prepared	Sept. 24, 2002				File #	
Author	Ron Lappi		Administrative Services and Finance Director			
Presenter Name	Ron Lappi		Administrative Services and Finance Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: This resolution authorizes an agreement between the City Council (acting as the Board of Directors for the Rimrock Marketplace General Improvement District) and THF Belleville, the owner and developer of Rimrock.

Budget: This agreement authorizes the developer to proceed with the project and the GID bonding up to a maximum of \$3,980,000.

Action Requested/Recommendation: Approve the Proposed Resolution on behalf of the City of Grand Junction Rimrock Marketplace General Improvement District.

Attachments: Authorizing Resolution and Agreement

Background Information: The Rimrock Marketplace General Improvement District was created by an election of the property owners in November, 2001. The district was created for the purpose of issuing bonds for the purpose of funding the public improvements portion of the project to be dedicated to the City and other local

governments. This agreement creates a special Improvement District so that special assessments against the subject properties can be used to repay the bonds in lieu of property taxes.

**CITY OF GRAND JUNCTION
RESOLUTION NO.**

A RESOLUTION APPROVING A SPECIAL IMPROVEMENT DISTRICT AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT AND THE BELLEVILLE DEVELOPMENT, L.P.; AND PROVIDING OTHER DETAILS RELATING THERETO.

WHEREAS, the City of Grand Junction Rimrock Marketplace General Improvement District (the "District"), located in the City of Grand Junction, Mesa County, Colorado, is a quasi-municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the members of the City Council of the City of Grand Junction (the "Council") have been duly elected and qualified and serve ex officio as the Board of Directors of the District (the "Board"); and

WHEREAS, the Board intends to form a special improvement district within the District (the "Assessment District") the boundaries of which will be coterminous with those of the District; and

WHEREAS, pursuant to Section 31-25-503(10), C.R.S., the Board may enter into a written agreement with the owners of all assessable property within the Assessment District waiving all the requirements for notice, publication and a hearing for the levy of the assessments in the Assessment District and the issuance of the bonds for financing improvements in the Assessment District ; and

WHEREAS, THF Belleville Development, L.P., a Missouri Limited Partnership, (the "Owner") has represented and warranted that it is the sole legal owner of all property to be assessed within the Assessment District; and

WHEREAS, the District and the Owner intend to enter into the Special Improvement District Agreement (the "Agreement") in substantially the form on file with the City Clerk as ex officio Secretary of the District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, AS THE EX OFFICIO BOARD OF DIRECTORS OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT:

Section 1) All action heretofore taken (consistent with the provisions of this resolution) by the District and the officers thereof, directed toward the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2) The form, terms and provisions of the Agreement are approved, and the District shall enter into and perform its obligations under the Agreement in substantially the form of such document presented to the Board in this meeting, with only such changes therein as are required by the circumstances and are not inconsistent herewith; and the officers of the District are hereby authorized and directed to execute and deliver such document as required hereby.

Section 3) The officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 4) If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

Section 5) All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

ADOPTED AND APPROVED this October __, 2002.

Mayor ex officio
President of the District

(SEAL)

ATTESTED:

City Clerk ex officio
Secretary of the District

STATE OF COLORADO)
)
 COUNTY OF MESA)
) SS.
 CITY OF GRAND JUNCTION)
 RIMROCK MARKETPLACE)
 GENERAL IMPROVEMENT DISTRICT)

I, Stephanie Nye, City Clerk of the City of Grand Junction, Colorado, and ex officio as Secretary of the City of Grand Junction Rimrock Marketplace General Improvement District (the "District") do hereby certify that:

1) The foregoing is a true and correct copy of a resolution (the "Resolution") passed and adopted at the regular meeting of the City Council serving ex officio as the Board of Directors of the District (the "Board") on October __, 2002. A quorum of the Board was in attendance at the meeting.

2) The members of the Board voted on passage and adoption of the Resolution on October __, 2002, as follows:

Those Voting Aye:

Those Voting Nay:

Those Absent:

Those Abstaining:

3) The Resolution was approved and authenticated by the signature of the Mayor, ex officio President of the Board, sealed with the City seal, attested by the City Clerk, ex officio Secretary of the Board, and recorded in the minutes of the Board.

4) Attached hereto as Exhibit A is a copy of the notice of the meeting of October __, 2002, which was posted at Grand Junction City Hall not less than 24 hours in advance of the meeting.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the
City this ____ day of _____, 2002.

City Clerk ex officio
Secretary of the District

(SEAL)

EXHIBIT A

(Attach Notice of Meeting on October __, 2002)

Draft of 9/18/02

When Recorded, Return To:
Dee P. Wisor
Sherman & Howard L.L.C.
633 Seventeenth St., Suite 3000
Denver, CO 80202

SPECIAL IMPROVEMENT DISTRICT AGREEMENT

BETWEEN

**CITY OF GRAND JUNCTION
RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT**

AND

**THF BELLEVILLE DEVELOPMENT, L.P.
A MISSOURI LIMITED PARTNERSHIP**

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Assessment RollF

This Special Improvement District Agreement (the "Agreement") for the of financing, construction, installation, completion, and acquisition of certain improvements in the City of Grand Junction Rimrock Marketplace General Improvement District (the "District") between the District, a political subdivision of the State of Colorado (the "State"), and THF Belleville Development, L.P., a Missouri Limited Partnership, as the owner of the property within the District (the "Owner") is made and entered into as of October __, 2002.

W I T N E S S E T H:

WHEREAS, the City of Grand Junction (the "City") has previously formed the District and the District has held an election on November 6, 2001 (the "Election") on the question of authorizing the issuance of bonds or other forms of indebtedness payable from property taxes or special assessments levied against the property in the District; and

WHEREAS, the Owner has indicated its preference that the indebtedness authorized at the Election be payable from special assessments; and

WHEREAS, pursuant to Section 31-25-611.5, Colorado Revised Statutes ("C.R.S."), the City Council of the City, acting as the ex-officio Board of Directors of the District (the "Board") may establish special improvement districts within the boundaries of the District and levy special assessments within said special improvement districts; and

WHEREAS, the Board intends to form a special improvement district within the District (the "Assessment District") the boundaries of which will be coterminous with those of the District; and

WHEREAS, pursuant to Section 31-25-503(10), C.R.S., the Board may enter into a written agreement with the owners of all assessable property within the Assessment District containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that it is the sole legal owner of all property to be assessed within the District, a legal description of the

boundaries of which is attached hereto as Exhibit A which boundaries include both the property to be assessed and property owned or to be owned by governmental entities which will not be assessed, and that there are no liens or encumbrances on such property except as shown on Exhibit B; and

WHEREAS, the Owner has requested that the Board waive all the requirements for notice, publication and a hearing for the levy of the assessments in the Assessment District and the issuance of the Bonds (defined below); and

WHEREAS, in reliance on this Agreement, the District intends to form the Assessment District, levy the assessments and issue the Bonds; and

WHEREAS, the Owner proposes to construct certain improvements within the District which the District shall acquire, a brief description of which improvements is attached hereto as Exhibit C, including a list of the plans and specifications therefor (such improvements are referred to herein as the "Project"); and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds (the "Bonds") payable from the levy of special assessment pursuant to Title 31, Article 25, Parts 5 and 6, C.R.S. (collectively, the "Act").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1. **Construction and Acquisition of Project.**

A. The Owner agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, as approved by the City on _____, 2002, and listed on Exhibit C hereto and are on file with the City Clerk of the City. The Owner has constructed certain portions of the Project and anticipates that it will construct the remainder of the Project within the eighteen months after the date hereof in phases as shown on Exhibit D hereto, which sets forth the estimated cost of the respective phases. The District shall not be required to accept or pay for any phase of the Project unless that phase is constructed in accordance with such full and detailed plans and specifications and any approved amendments and addenda thereto provided that the Owner shall deliver to the District "as built" plans and specifications prior to acceptance by the District. Within 10 days of the final inspection of and agreement to accept each phase of the Project by the District, the Owner shall transfer to the District or, if directed by the District, to another governmental entity (the "Applicable Government") fee title or an easement in a form reasonably acceptable to the District or the Applicable Government to that phase of the Project, except for phases of the Project which are located on real property which is owned in fee by the District or the Applicable Government.

B. Title. The Owner has provided the District with acceptable evidence of title for the property listed on Exhibit A. At the time of transfer of fee title or easement to any phase of the Project, the Owner will warrant that it has title thereto and that such phase of the Project is not subject to any mortgage, security interest, mechanics lien or any other encumbrances, except as shown on an updated title report specific to the phase in question which shall be delivered to the District or the Applicable Government for its review and approval at least 10 days prior to the transfer of fee title or easement to the District or the Applicable Government. In the event the District or the Applicable Government does not approve the title report, the District or the Applicable Government shall not be obligated to accept fee title or easement from the Owner and the District shall not be obligated to pay the Owner for such phase of the Project until the Owner has cured all reasonable objections to title to that phase of the Project to the satisfaction of the District or the Applicable Government. The District or the Applicable Government shall be entitled to disapprove the title report only if it reveals a matter which, in the reasonable judgment of the District or the Applicable Government, could materially affect the District's or the Applicable Government's use and enjoyment of any part of the phase of the Project covered by the preliminary title report. The District approves the title exceptions listed on Exhibit B. The District or the Applicable Government shall notify the Owner of any objections to the preliminary title report within 10 days of receipt thereof. At the time of transfer of fee title or easement, the Owner shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanics lien on the property being transferred. The Owner agrees to defend the District's or the Applicable Government's fee title or easement to the property being transferred against any claim of encumbrance whatsoever arising by or through the Owner or its predecessors in title or which is caused or created by the Owner, including any mechanics liens asserted in connection with the construction of the Project or the Owner's development of its property in the District.

C. Warranty of Workmanship and Materials. The Owner at the time of transfer shall warrant that the improvements have been constructed in accordance with the plans and specifications therefor which are listed on Exhibit C hereof, and all amendments and addenda thereto which have been approved by the District or the Applicable Government and the Owner and the specifications described in Section 1.1.D. below. The Owner agrees to remedy any defects in any phase of the Project and pay for any damage to other work resulting therefrom, which shall appear within 1 year from the acceptance of that phase of the Project by the District or the Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the specifications shown on the plans listed on Exhibit C, as well as standard City permitting, oversight and acceptance processes

F. Cost Estimates. The Owner has furnished the District with current estimates of the cost of constructing each phase of the Project, in a form and substance satisfactory to the District. In addition, at the time any contract or change order is executed in connection with the construction of any phase of the Project, if as a result thereof, the estimate of the cost of the phase of the Project previously furnished increases, the Owner shall furnish the District with another updated estimate of such cost, in a form and with substance satisfactory to the District. If the updated estimated cost of that phase exceeds the smaller of (i) the price of that phase as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of a cost underrun on another phase or (ii) the amount of the proceeds of the Bonds available to pay the cost of that phase of the Project, as reasonably determined by the District taking into account any allocation of such Bond proceeds to the Project and to other phases of the Project, the Owner shall furnish to the District a performance bond and payment bond, in a form acceptable to the District, in an amount equal to the amount of such excess at the time of commencement of construction on that phase of the Project. That bond

shall remain in effect until acceptance of that phase of the Project by the District or the Applicable Government.

G. Payments for Project. At the time of transfer of title to that phase of the Project to the District or the Applicable Government , the District shall pay to the Owner the actual costs for each phase of the Project but not in excess of the greater of (i) the purchase price of that phase as listed in Exhibit D or (ii) such higher amount as may be available pursuant to the last sentence of this paragraph; provided that the District shall be obligated to pay such purchase price solely from the available proceeds of the Bonds to be hereafter issued by the District. The District agrees that the Finance Director of the City shall timely review each request for payment submitted by the Owner and shall within 7 days advise the Owner of any deficiency therein or approve the request for payment. Within 14 days following receipt of the approval of the payment request from the Finance Director of the City, the District shall make or direct to be made the full payment thereon to the Owner. At no time shall the aggregate amount paid by the District to the Owner pursuant to this Agreement exceed the reasonable actual costs to the Owner of the portions of the Project theretofore acquired and then being acquired, as reasonably determined by the District with reference to current market conditions and its prior experience with similar types of construction or otherwise. No payment shall be made for interest on construction loans which the Owner may incur. No payment shall be made for any phase of the Project which includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a phase of the Project as reasonably approved by the District exceeds the price therefor as listed in Exhibit D, the District shall not be obligated to pay such difference unless and only to the extent that Bond proceeds are available to pay such excess because the aggregate District and Owner Incidental Expenses are less than the aggregate stated in Section 1.4, or the price paid for another phase of the Project that has already been completed

and accepted by the District is less than the price listed for that phase of the Project as listed on Exhibit D or any combination of such factors.

E. Failure to Construct. In the event the Owner does not build a phase of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto mentioned in paragraph B above, or is late in completing a phase of the Project, the District may, at its option, proceed to build, complete, or rebuild as necessary that phase of the Project so that when completed that phase will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. (If not then prepared, the District may proceed to prepare such final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C hereto.) The District shall deliver to the Owner notice of its intention to commence to build, complete or rebuild as necessary that phase of the Project. If the Owner does not commence to build, complete or rebuild as necessary that phase of the Project specified in the notice from the District within 30 days after receipt of the notice or if it commences such action within the 30 day period and thereafter ceases to prosecute such action to completion with all due diligence, then the District may, at its option, proceed to commence to build, complete or rebuild as necessary that phase of the Project. The District may apply the proceeds of the Bonds and amounts derived from any payment, performance or guarantee bond applicable to that phase of the Project to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Owner as listed on Exhibit D for any phase of the Project which is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the District to that phase of the Project pursuant to this subsection. If these amounts are insufficient, the District shall make demand on the Owner to pay the amount of the insufficiency and the Owner shall immediately pay the District the amount of the insufficiency. The Owner will be treated

as being late in completing any phase of the Project if either (i) that phase of the Project has not been completed within the earlier of (a) eighteen months after title to a lot in the District is transferred to a person or (b) eighteen months (or such longer period to which the parties hereto agree in writing) after a final subdivision map is recorded for any property in the District which requires the installation of any of the improvements which are contemplated to be installed in that phase of the Project, or (ii) that phase of the Project or any portion thereof has not been completed by the date on which completion thereof was required in any permit issued by any governmental agency (including the District) to the Owner or any other owner or Owner of property in the District. Notwithstanding the foregoing, the Owner shall not be deemed late in completing any phase of the Project to the extent that construction thereof is delayed as a result of occurrences beyond the reasonable control and without the fault or negligence of Owner, including without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and reasonably unavoidable casualty. In the event the Owner is delayed by such occurrences, the time within which the Owner must complete such phase of the Project shall be extended by a reasonable period of time not less than the actual number of days that Owner was delayed as a result of such occurrences, provided that the Owner recommences the construction of such phase at the earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

F. Cost Overruns. The Owner is responsible for the payment of and agrees to pay all costs of construction which exceed the amount available for that purpose from the proceeds of Bonds.

1.2. Excess Bond Proceeds.

In the event all of the construction of the Project is complete, accepted and payment therefor has been made in full by the District pursuant to Section 1.1

hereof, and all of the District's and Owner's Incidental Costs have been paid pursuant to Section 1.3 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) which are not needed for any purpose related to the Project, the assessments or the Bonds, as determined by the District, the District and the Owner may, by agreement, amend the Project to include any other subprojects eligible for financing under the Act, that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional subprojects. If no such amendment is made or if after such an amendment, there still remains unexpended Bond proceeds, these unexpended proceeds shall be applied as soon as is reasonably possible to call bonds, and to the extent of proceeds remaining that are insufficient to call bonds, to pay debt service on the Bonds and to reduce, pro rata, the next assessment installment payments on each parcel of property in the District with an appropriate cash payment to the owner of any assessed parcel whose assessment has been paid in full.

1.3. **Incidental Expenses.**

The Owner and the District shall be entitled to be reimbursed for their incidental expenses ("Incidental Expense") as follows:

A. **Owner Incidental Expenses.** The Owner shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Owner in connection with the District, up to an amount not exceeding \$775,000 (unless additional amounts are available from cost underruns on the Project or the District's Incidental Expenses): engineering, architect and survey expenses (estimated at \$310,000); legal expenses (estimated at \$40,000); right of way acquisition costs (estimated at \$415,000); other non-construction costs associated with the District (CDOT fee at \$10,000). The District will, upon presentation of evidence of payment of the foregoing expenses by the Owner and approval thereof by the District, pay to the Owner the cost incurred, but only from the available proceeds of the Bonds.

B. District Incidental Expenses. The District shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and any other monies provided to the District by the Owner for that purpose: (1) the District's cost of issuing the Bonds, which is estimated to be \$168,500 and which includes the estimated fees and expenses of bond counsel (\$45,000), the estimated cost of official statement printing and mailing (\$2,500), the other costs listed in the purchase contract for the Bonds to be paid by the District including the estimated underwriter's discount (\$30,000), the estimated costs of the letter of Credit (\$90,000), and the District's other estimated expenses in connection with the issuance of the Bonds (\$1,000); (2) the estimated cost of publications and notices (\$1,000); (3) the estimated amount of the District's other costs of creating the District and the Assessment District and administering the acquisition and construction of the Project, including legal expenses (\$1000) and (4) the estimated amount of the District's administrative expenses related to the District and the Project (including without limitation the costs for consultants and District staff in connection with submittal reviews and approvals) for two years (\$2000). If the deposit made by the Owner for District costs and the available Bond proceeds are not sufficient to pay the District's Incidental Expenses, the Owner shall, at the request of the District, pay the amounts needed.

1.4 Method of Payment. Payments made to the Owner, whether for the cost of a phase of the project or for reimbursement of Incidental Expenses (as described in Section 1.3.A.), shall be made only on execution of a request for such payment signed by the Owner in the form attached as Exhibit E, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit E. The Owner agrees to not request a payment in an amount of less than \$100,000, except for the final payment.

1.5 District Authorized to Pay. The District is authorized to directly pay all expenses listed in Section 1.3.B., without further authorization from the Owner, and shall provide to the Owner, each quarter beginning three months after the date of

issuance of the Bonds, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2. ASSESSMENTS.

2.1 **Procedure.** The Owner agrees that the District may proceed to order that the Project be acquired and improved, form the Assessment District, issue the Bonds and otherwise finance the cost of the Project and levy the assessments without complying with the notice and hearing provisions of the Act. The Owner agrees that the District may create the Assessment District, levy assessments, issue the Bonds and for all other purposes relating to the District proceed pursuant to the provisions of the Act.

2.2 **Financing.** The District agrees to proceed with the financing of the Project by levying assessments against the property in the District and issuing the Bonds in the manner described herein.

2.3 **Assessed Property, Assessment Roll.** The District will levy assessments against that property in the District described on Exhibit F, as provided in the assessment ordinance to be adopted by the Board, and the amount of the assessments against each parcel of property in the District will not exceed that listed in the assessment roll attached hereto as Exhibit F. The final amount of the assessment against each parcel shall be determined in the sole discretion of the District based upon the information provided by the Owner.

2.4 **Assessment Installments.** Pursuant to Section 31-25-527 of the Act, the Owner hereby elects to pay the assessments in installments of principal and interest as may hereafter be fixed by the assessment ordinance. There will be not more than 15 substantially equal annual installments of principal and interest. The Owner hereby waives the right to pay the whole assessment within 30 days after final publication of the assessment ordinance. The assessments will bear interest at a rate not to exceed 1% above the highest interest rate on the Bonds.

2.5 **Waiver.** The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit F; and (ii) that the District may assess those properties in the amounts listed in the assessment roll. The Owner hereby waives: (a) any and all formalities required by the laws of the United States and the State of Colorado in order to impose such assessments, including, but not limited to, the notice and hearing provisions of Sections 31-25-520 and 521 of the Act; and (b) the Owner's right to bring a legal or equitable action challenging the creation or existence of the Assessment District or the District, the assessments, the assessment ordinance, or the Bonds pursuant to Section 31-25-538 of the Act, or any other law. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that those assessments must be paid regardless of whether any or all of the improvements proposed to be constructed as described herein are in fact constructed and agrees that the District may proceed to collect and enforce the assessments in the manner described herein regardless of whether it completes the acquisition or construction of the improvements. The Owner waives all powers, privileges, immunities and rights as against the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the District, the Board and the officers of the District (including, without limitation, the proper description of all property which the Owner owns within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the Assessment District, the levying of special assessments to meet the cost and expenses of the Project, and the issuance of the Bonds. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions,

proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 **Agreement of Owner to Provide Letter of Credit.** The Owner hereby agrees that it shall provide a letter of credit in form and substance satisfactory to the District (the "Letter of Credit"). The Letter of Credit shall: a) be executed in favor of the District; b) shall be dated on or before the date of delivery of the Bonds; c) allow draws by the District in an amount at least equal to the principal of the assessments described herein and 365 days of interest on said principal at a rate not to exceed 1.00% above the highest interest rate on the Bonds; d) allow for draws by the District if the assessments are not paid when due or when the Letter of Credit is not extended and set to expire according to its terms; e) be noncancellable prior to issuance of final Certificates of Occupation by the City to Lowe's and Wal-Mart (the expected anchor tenants of the property in the District); and f) be provided by LaSalle Bank or such other financial institution acceptable to the District.

3.2 **No Third-Party Beneficiaries.** None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

3.3 **Continuing Disclosure.** The District and the Owner agree to execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on

an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued unless they qualify for an exemption from Rule 15c2-12.

3.4 **Successors; Assignments.** This Agreement shall be binding upon and inure to the benefit of the District, the Owner, and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner shall be valid unless the District consents to such assignment in writing.

3.5 **Further Assurances.** The Owner and the District agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the District or bond underwriter reasonably request in connection with the sale of the Bonds.

3.6 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the District and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

3.8 **No District Obligation.** Nothing herein obligates the District to expend any money other than funds derived from the sale of the Bonds, amounts received from the investment thereof, and receipts from the assessments made against the property in the District.

3.9 **Termination Date.** Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against property in the District have been paid in full. In addition the City may at its exclusive option terminate this Agreement if the Bonds are not issued by July 1, 2003.

3.10 **Counterparts.** This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.11 **Recordation.** After this Agreement is executed in full, the District shall, within ten working days, record this Agreement in the office the Clerk and Recorder of Mesa County, Colorado (the "Clerk"), after which this Agreement is a binding obligation on all subsequent owners of the Owner's property in the District pursuant to the terms hereof;

3.12 **Conveyance Restriction.** The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the Clerk.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF the District and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF GRAND JUNCTION,
COLORADO, RIMROCK MARKETPLACE
GENERAL IMPROVEMENT DISTRICT

President

(SEAL)

Secretary

Approved as to Form:

City Attorney

THF BELLEVILLE DEVELOPMENT, L.P.
A MISSOURI LIMITED PARTNERSHIP

By: THF Belleville Inc., a Missouri Corporation,
General Partner
By: Michael Staenberg
Title: President

STATE OF COLORADO)
) ss.
CITY OF GRAND JUNCTION)

 This instrument was acknowledged before me on October __, 2002, by _____, as President of the City of Grand Junction Rimrock Marketplace General Improvement District.

 Witness my hand and official seal.

Notary Public for the State of Colorado

(NOTARY SEAL)

STATE OF COLORADO)
) ss.
CITY OF GRAND JUNCTION)

 This instrument was acknowledged before me on October __, 2002, by _____, as Secretary of the City of Grand Junction Rimrock Marketplace General Improvement District.

 Witness my hand and official seal.

Notary Public for the State of Colorado

(NOTARY SEAL)

STATE OF COLORADO)
) ss.
CITY OF GRAND JUNCTION)

This instrument was acknowledged before me on October __, 2002 by Michael Staenberg as President of THF Belleville Inc., a Missouri Corporation, as General Partner of THF Belleville Development, L.P., a Missouri Limited Partnership.

Witness my hand and official seal.

(NOTARY SEAL)

Notary Public for the State of Colorado

Exhibit A

Description of Property

LOT 1, RIMROCK MARKET PLACE

MESA COUNTY, COLORADO

Rimrock Marketplace
File #PP-2001-074

Project Description: Request for approval of a preliminary plan and a conditional use permit to develop a retail shopping center which will consist of 370,000sqft on a 54 acre site in a C-2 (Heavy Commercial) and C-1 (Light Commercial) zone districts.

Legal Description:

Parcel 1:

A parcel of land in the Northeast Quarter of Section 15, and the Southeast Quarter of the Southwest Quarter of Section 10, T1S, R1W of the UM, being more particularly desc'd as follows: Beg at the North Quarter Cor of Sec 15, T1S, R1W, UM, whence the CN 1/16 Cor of said Sec 15 bears S 00°06'33"E, a dis of 1325.14' for a basis of bearings with all bearings being relative thereto; Thence S 00°06'33"E, along the East line of the NE1/4 NW1/4 of said Sec 15, a dis of 691.14'; Thence S 89°53'27" W, a dis of 33.0' to the SE corner of Lot 1, Rimrock Marketplace Subdivision; Thence N 00°06'33" W, along the East Line of said Lot 1, a dis of 691.34'; Thence N 00°04'20"E, continuing along said E ln, a dis of 130.0'; Thence S 89°46'00"E, a distance of 33.0', to a pt on the E ln of SE1/4 SW1/4 of Sec 10; Thence S 00°04'20"W, along said E ln, a distance of 130.0' to the POB. The above described parcel contains 0.622 acres.

Parcel 2:

Lot 1 Rimrock Marketplace, as recorded in plat Bk 16, at Pg. 2 & 3, Mesa County records. Said lot contains 52.905 acres as measured.

Owners/Petitioners/Representatives listed on Development Application & Title work:

<u>Owner/Petitioner</u>	<u>Realtor</u>	<u>Representative</u>
THF Belleville, LLC		Wolverton & Associates, Inc
Michael Staenberg	John Rubenstein	Jay Wolverton
2127 Innerbelt Business Center Dr Ste 200	4350 Shawnee Mission Parkway Ste 159	5300 Oakbrook Pkwy Ste 150
St Louis, MO 63114	Shawnee Mission, KS 66205	Norcross, GA 30090
(314)429-0900	(913)362-1999	(770)447-8999

Owners listed in Mesa County Assessor's Records:

Parcel #1

THF LCTHF Belleville Development LP
2127 Innerbelt Business Center
Saint Louis, MO 63114-5721

Parcel #2

THF LCTHF Belleville Development LP
2127 Innerbelt Bus Ctr Dr #20
Saint Louis, MO 63114

SCHEDULE B
Section 2

Order Number: 01001920LC-2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Unpatented mining claims; reservations or exceptions in patents, or an act authorizing the issuance thereof; water rights, claims or title to water.
7. All taxes and assessments now a lien or payable.
8. All easement(s) across herein described property as shown on the Plat of said subdivision, together with incidental purposes.
9. Reservation, as set forth in United States Patent recorded January 16, 1982 in Book 11 at Page 149 as follows: "Herein described property subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises."
10. Ligrani Drain across herein described property as shown on plat of said subdivision.
11. Notice of Election and Charge between Fire Protection Rules and Regulations between Ute Water Conservancy District and Fred Ligrani and Roxy Ligrani, dated April 25, 1995 and recorded May 5, 1995 in Book 2143 at Page 253.
12. Easement(s) for ditch across herein described property as evidenced by instrument recorded February 13, 1969 in Book 931 at Page 925 and instrument recorded December 20, 1982 in Book 1405 at Page 969 and instrument recorded December 7, 1949 in Book 514 at Page 458.
13. Easement(s) for waste water across herein described property as evidenced by instrument recorded February 13, 1969 in Book 931 at Page 925.
14. All rights, title and interests of THF L.C., a Kansas limited liability company by way of acknowledgment dated January 9, 1996 and recorded January 12, 1996 in Book 2199 at Page 893.
15. Easement and Agreement between THF Belleville Development, L. P., a Missouri

Continued on next page

Continuation of Schedule B - Section 2
Order Number: 01001920LC-2

limited partnership and THF Belleville Development, L. P., a Missouri limited partnership as shown by instrument recorded March 4, 1996 in Book 2212 at Page 990, together with incidental purposes, including the terms and conditions thereof.

16. Easement and Agreement between Grand Junction Drainage District and THF Belleville Development, LP, a Missouri Limited Partnership as shown by instrument recorded February 20, 1997 in Book 2302 at Page 518, together with incidental purposes, including the terms and conditions thereof.
17. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded August 17, 1998, in Book 2477 at Page 549, including the terms and conditions thereof.
18. Development Improvements Agreement (Surface Clearance, Fill and Grading) recorded April 10, 2002 in Book 3056 at Page 339.
19. Easement Agreement recorded July 12, 2002 in Book 3112 at Page 54.

SHEET INDEX					
	Page Num.	Description	Issued	Latest Revision	Comment
1	C-0	COVER SHEET	11/06/2001	08/09/2002	
2-9		BOUNDARY & TOPOGRAPHIC SURVEY			BY OTHERS
10-13		RIMROCK SUBDIVISION PLAT			BY OTHERS
14	C-N	PLAN NOTES	05/08/2002	08/09/2002	AS PER CITY OF GRAND JUNCTION COMMENTS
15	C-4.1	MASTER DEMOLITION & INITIAL EROSION AND SEDIMENT CONTROL PLAN (1"=120')	11/06/2001	08/09/2002	"
16	C-4.1A	DEMOLITION & INITIAL EROSION CTL PLAN	11/06/2001	08/09/2002	"
17	C-4.1B	DEMOLITION & INITIAL EROSION CTL PLAN	11/06/2001	08/09/2002	"
18	C-4.1C	DEMOLITION & INITIAL EROSION CTL PLAN	11/06/2001	08/09/2002	"
19	C-4.1D	DEMOLITION & INITIAL EROSION CTL PLAN	11/06/2001	08/09/2002	"
20	C-4.1E	DEMOLITION & INITIAL EROSION CTL PLAN	11/06/2001	08/09/2002	"
21	M-1	MASTER SITE PLAN (1"=120')	11/06/2001	08/09/2002	"
22	C-1A	SITE PLAN "A"	11/06/2001	08/09/2002	"
23	C-1B	SITE PLAN "B"	11/06/2001	08/09/2002	"
24	C-1C	SITE PLAN "C"	11/06/2001	08/09/2002	"
25	C-1D	SITE PLAN "D"	11/06/2001	08/09/2002	"
26	C-1E	SITE PLAN "E"	11/06/2001	08/09/2002	"
27	C-1F	SITE PLAN "F"	11/06/2001	08/09/2002	"
28	M-2	MASTER GRADING PLAN (1"=120')	11/06/2001	08/09/2002	"
29	C-2A	GRADING PLAN "A"	11/06/2001	08/09/2002	"
30	C-2B	GRADING PLAN "B"	11/06/2001	08/09/2002	"
31	C-2C	GRADING PLAN "C"	11/06/2001	08/09/2002	"
32	C-2D	GRADING PLAN "D"	11/06/2001	08/09/2002	"
33	C-2E	GRADING PLAN "E"	11/06/2001	08/09/2002	"
34	C-2F	GRADING PLAN "F"	11/06/2001	08/09/2002	"
35	C-2G	DRAINAGE & SANITARY SCHEDULES	11/06/2001	08/09/2002	"
36	M-3	MASTER UTILITY PLAN (1"=120')	11/06/2001	08/09/2002	"
37	C-3A	UTILITY PLAN "A"	11/06/2001	08/09/2002	"
39	C-3B	UTILITY PLAN "B"	11/06/2001	08/09/2002	"
40	C-3C	UTILITY PLAN "C"	11/06/2001	08/09/2002	"
41	C-3D	UTILITY PLAN "D"	11/06/2001	08/09/2002	"
42	C-3E	UTILITY PLAN "E"	11/06/2001	08/09/2002	"
43	C-3F	UTILITY PLAN "F"	11/06/2001	08/09/2002	"
44		SITE LIGHTING PLAN	06/04/2002	-	BY OTHERS
45		PHOTOMETRIC PLAN	06/04/2002	-	

SHEET INDEX					
	Page Num.	Description	Issued	Latest Revision	Comment
48	C-4.2B	FINAL EROSION & SEDIMENT CONTROL PLAN "B"	11/06/2001	08/09/2002	AS PER CITY OF GRAND JUNCTION COMMENTS
49	C-4.2C	FINAL EROSION & SEDIMENT CONTROL PLAN "C"	11/06/2001	08/09/2002	"
50	C-4.2D	FINAL EROSION & SEDIMENT CONTROL PLAN "D"	11/06/2001	08/09/2002	"
51	C-4.2E	FINAL EROSION & SEDIMENT CONTROL PLAN "E"	11/06/2001	08/09/2002	"
52	C-4.2F	FINAL EROSION & SEDIMENT CONTROL PLAN "F"	11/06/2001	08/09/2002	"
53	C-5	COMPREHENSIVE MONITORING PLAN	08/09/2002		"
54	ST-1	STORM DRAINAGE PLAN AND PROFILES	11/06/2001	08/09/2002	"
55	ST-2	STORM DRAINAGE PLAN AND PROFILES	11/06/2001	08/09/2002	"
56	ST-3	STORM DRAINAGE PLAN AND PROFILES	11/06/2001	08/09/2002	"
57	ST-4	STORM DRAINAGE PLAN AND PROFILES	11/06/2001	08/09/2002	"
58	SS-1	SANITARY SEWER PROFILES	11/06/2001	08/09/2002	"
59	SS-2	SANITARY SEWER PROFILES	11/06/2001	08/09/2002	"
60	SS-3	SANITARY SEWER PROFILES	11/06/2001	08/09/2002	"
61	SS-4	SANITARY SEWER PROFILES	11/06/2001	08/09/2002	"
62	C-6A	STAKING PLAN "A"	05/08/2002	08/09/2002	
63	C-6B	STAKING PLAN "B"	05/08/2002	08/09/2002	
64	C-6C	STAKING PLAN "C"	05/08/2002	08/09/2002	
65	C-6D	STAKING PLAN "D"	05/08/2002	08/09/2002	
66	C-6E	STAKING PLAN "E"	05/08/2002	08/09/2002	BY OTHERS
67-68	LANDSCAPE PLANS		05/07/2002	08/09/2002	AS PER CITY OF GRAND JUNCTION COMMENTS
81-92	DE-1 TO DE-12	STANDARD DETAILS	11/06/2001	08/09/2002	
ROADWAY PLANS					
	R-01	COVER SHEET	01/15/2002	08/09/2002	AS PER CITY OF GRAND JUNCTION COMMENTS
	R-02	STANDARD LEGEND	01/15/2002	08/09/2002	"
	R-03	GENERAL NOTES	01/15/2002	08/09/2002	"
	R-04 TO R-09	TYPICAL SECTIONS	01/15/2002	08/09/2002	"
	R-10 TO R-19	ROADWAY PLAN AND PROFILE	01/15/2002	08/09/2002	"
	R-20 TO R-25	DRAINAGE PROFILES	01/15/2002	08/09/2002	"
	R-26	DRAINAGE SCHEDULE	01/15/2002	08/09/2002	"
	R-27 TO R-35	SIGNING AND MARKING PLANS	01/15/2002	08/09/2002	"
	R-36 TO R-44	UTILITY PLANS	01/15/2002	08/09/2002	"
	R-45 TO R-59	CROSS SECTIONS	01/15/2002	08/09/2002	"
	R-60 TO R-61	INTERSECTION PAVEMENT DETAILS	01/15/2002	08/09/2002	"
	R-62 TO R-79	FLOWLINE PLAN AND PROFILES	01/15/2002	08/09/2002	"
	R-80 TO R-81	BIKEPATH PLAN AND PROFILES	01/15/2002	08/09/2002	"
	R-82	TRAFFIC SIGNAL PLANS	01/15/2002	08/09/2002	

Exhibit D
Project Phases with Estimated Costs

Improvement	Estimated Draw Date	Estimated Draw
1. Grand Junction Drainage Ditch	Complete	\$ 450,000
2. Rimrock Avenue / 25-1/2 Road		
(a) Payment #1	15-Dec-02	\$ 612,850
(b) Payment #2	15-Jan-03	\$ 524,968
3. Highway 6 & 50		
(a) Payment #1	15-Apr-03	\$ 91,080
(b) Payment #2	15-May-03	\$ 141,915
(c) Payment #3	15-Jun-03	\$ 423,330
4. Signalization of Highway 6 & 50	15-May-03	\$ 275,000
5. Sam's Club ROW Construction *		
(a) Payment #1	15-Nov-02	\$ 46,785
(b) Payment #2	15-Dec-02	\$ 48,215
6. Roundabout		
(a) Payment #1	15-Apr-03	\$ 41,410
(b) Payment #2	15-Jun-03	\$ 55,105
(c) Payment #3	15-Jul-03	\$ 254,332
7. Golden Corral ROW Construction *		
	15-Jun-03	\$ 38,785
	15-Jul-03	\$ 26,215
8. Contingency, General Conditions & Fees Paid as incurred		\$ 112,500
<hr/>		
Total		\$3,142,490

* These estimated costs are in Section 1.3(A)

Exhibit E

Owner Payment Request Form

To: City of Grand Junction
Rimrock Marketplace General Improvement District
Attention: Mr. Ron Lappi
250 North 5th Street
Grand Junction, CO 81501-2668

Date: _____

Dear Mr. Lappi:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of \$ _____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Owner and listed in the attached itemized statement, as contemplated by the Financing Agreement between us and the City of Grand Junction Rimrock Marketplace General Improvement District dated October __, 2002: (itemize and detail expenses or costs on an attached sheet (s))

Please remit payment to the following party and address:

Thank you.

By: _____
Title: _____

Approved for payment:

Ron Lappi, Finance Director
Date: _____

Exhibit F
Assessment Roll
Lot 1, Rimrock Market Place
Mesa County, Colorado

100%