

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

**WEDNESDAY, DECEMBER 18, 2002, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance

Invocation - Rev. Kathy Richardson, Sunrise Church of God

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING DECEMBER 15, 2002 AS "BILL OF RIGHTS DAY" IN THE CITY OF GRAND JUNCTION

**PRESENTATION OF CERTIFICATES OF APPOINTMENT**

TO NEW AND REAPPOINTED MEMBERS OF THE VCB BOARD OF DIRECTORS

TO REAPPOINTED MEMBER OF THE HOUSING AUTHORITY BOARD OF DIRECTORS

**SCHEDULED CITIZEN COMMENTS**

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

1. **Minutes of Previous Meetings**

[Attach 1](#)

*Action: Approve the December 2, 2002 Regular Meeting and the Minutes of December 12, 2002 Special Meeting*

2. **Amending the Special Improvement District Agreement between G.J. Rimrock Marketplace General Improvement District and the Developer** [Attach 2](#)

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

Resolution No. 120-02 – A Resolution Approving an Amendment to the Special Improvement District Agreement between the City of Grand Junction Rimrock Marketplace General Improvement District and THF Belleville Development, LP

*\*Action: Adopt Resolution No. 120-02*

Staff presentation: Ron Lappi, Administrative Services Director

3. **Setting a Hearing to Amend Retirement Plans to Conform to Changes in Federal Law** [Attach 3](#)

The City of Grand Junction, Colorado Employees Retirement Plan, the New Hire Fire Money Purchase Plan and the New Hire Police Money Purchase Plan are being amended to incorporate Internal Revenue Code (IRC) amendments that have recently been passed by Congress. These amendments must be incorporated into the aforementioned Plans.

Proposed Ordinance Adopting Amendments to Retirement Plans for Specified City of Grand Junction Employee Groups

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 5, 2003*

Staff presentation: Ron Lappi, Administrative Services Director

4. **Annual Renewal of Advertising Contract with Hill & Company** [Attach 4](#)

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

*Action: Authorize the City Manager to Sign a Contract with Hill & Company Integrated Marketing and Advertising in the Amount of \$375,000*

Staff presentation: Debbie Kovalik, VCB Executive Director

5. **Special Event Funding Awards**

[Attach 5](#)

Fourteen applications for funding were received. After review and discussion, the VCB Board recommends funding the following 8 events:

<b>\$ 2,000</b>	<b>Fruita Fat Tire Festival</b>
<b>\$ 3,500</b>	<b>Colorado Mountain Winefest</b>
<b>\$ 2,000</b>	<b>Kokopelli Adventure Race</b>
<b>\$ 4,000</b>	<b>Downtown Car Show</b>
<b>\$ 2,000</b>	<b>Wells Fargo Art &amp; Jazz Festival</b>
<b>\$ 1,000</b>	<b>Mesa State College Rodeo</b>
<b>\$ 600</b>	<b>Rim Rock Run</b>
<b>\$ 1,000</b>	<b>Grand Valley Renaissance Faire</b>
<b>\$16,100</b>	<b>TOTAL AWARDS</b>

*Action: Approve Funding Awards as Recommended*

Staff presentation: Debbie Kovalik, VCB Executive Director

6. **Amendment to Canyon View Park Design Contract with Winston Associates for Continued Design Services**

[Attach 6](#)

The schematic design of Phase II of Canyon View Park has been completed by Winston Associates and a more firm cost estimate has been prepared, thus allowing for the continuation of the design process. The original design contract with Winston Associates allowed for and stated that the contract could be amended for the provision of the remainder of the design documents, ie; Design Development, Bidding Documents and Construction Documents.

*Action: Authorize the City Manager to Sign a Change Order with Winston Associates in the Amount of \$136,625 for Design of Canyon View Park*

Staff presentation: Joe Stevens, Director Parks and Recreation

7. **Vacating a Temporary Turnaround Easement in the Flint Ridge Subdivision, Located at 2960 D Road** [File #FP-2001-156]

[Attach 7](#)

Request to approve a resolution to vacate a temporary turnaround easement in the Flint Ridge Subdivision, located at 2960 D Road.

Resolution No. 121-02 – A Resolution Vacating a Temporary Turnaround Easement Located at the Northern End of Broken Arrow Drive in the Flint Ridge Subdivision Located at 2960 D Road

\*Action: Adopt Resolution No. 121-02

Staff presentation: Lisa Gerstenberger, Senior Planner

8. **Setting a Hearing for Zoning the Rowe Annexation, Located at 176 28 1/2 Road** [File #ANX-2002-223] [Attach 8](#)

First reading of the zoning ordinance to zone the Rowe Annexation Residential Single-Family-4 (RSF-4), located at 176 28 1/2 Road.

Proposed Ordinance Zoning the Rowe Annexation to Residential Single-Family-4 (RSF-4), Located at 176 28 1/2 Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for January 15, 2003

Staff presentation: Lisa Gerstenberger, Senior Planner

9. **Setting a Hearing for Zoning the Smith Annexation, Located South of 378 Evergreen Road** [File #ANX-2002-222] [Attach 9](#)

First reading of the zoning ordinance to zone the Smith Annexation Residential Single-Family-4 (RSF-4), located south of 378 Evergreen Road.

Proposed Ordinance Zoning the Smith Annexation to Residential Single-Family-4 (RSF-4), Located South of 378 Evergreen Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for January 15, 2003

Staff presentation: Lisa Gerstenberger, Senior Planner

10. **Setting a Hearing for Rice Annexations #1 and #2, Located at 135 Burns Drive** [File #ANX-2002-214] [Attach 10](#)

Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Rice Annexations #1 and #2 located at 135 Burns Drive. The 4.8673 acre Rice Annexation is a serial annexation consisting of one parcel of land and a portion of the B Road, 29 ½ Road, 30 Road, Hwy 50, and Burns Drive right-of-way.

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

Resolution No. 122-02 – 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, Rice Annexation, Located at 135 Burns Drive

*Action: Adopt Resolution No. 122-02*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Rice Annexation #1, Approximately 3.1399 Acres, Located near 135 Burns Drive Within B Road and 29 ½ Road Rights-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Rice Annexation #2, Approximately 1.7278 Acres, Located at 135 Burns Drive and Includes a Portion of 29 ½ Road, 30 Road, Highway 50, and Burns Drive Rights-of-Way

*Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for February 5, 2003*

Staff presentation: Senta Costello, Associate Planner

11. **Setting a Hearing for the King Rezone at 2610 Kelley Drive** [File #RZ-2002-208] [Attach 11](#)

Petitioner is requesting to rezone a 3.28 acre lot from RSF-R (Residential Single Family – Rural – 1 unit/5 acres) to RSF-1 (Residential Single Family not to exceed 1 units/acre).

Proposed Ordinance Zoning the King Property Located at 2610 Kelley Drive to RSF-1

*Action: Adopt Proposed Ordinance and Set a Hearing for January 15, 2003*

Staff presentation: Senta Costello, Associate Planner

12. **Setting a Hearing for Zoning the Dettmer II No. 2 and No. 3 Annexation, Located at 2918, 2924 and 2926 D ½ Road** [File # ANX-2002-221] [Attach 12](#)

The Dettmer II No. 2 and No. 3 Annexation consists of three parcels, totaling 2.95 acres located at 2918, 2924 and 2926 D-1/2 Road. The petitioner is requesting a zone of Residential Single Family 4 units per acre (RSF-4), which

will conform to the Growth Plan Future Land Use Map that shows this area as Residential Medium Low with a density range of 2 to 4 units per acre.

Proposed Ordinance Zoning the Dettmer II No. 2 and No. 3 Annexation Residential Single Family With a Maximum Density of 4 Units Per Acre (RSF-4) Located at 2918, 2924 and 2926 D-1/2 Road

*Action: Adopt Proposed Ordinance and Set a Hearing for January 15, 2003*

Staff presentation: Kristen Ashbeck, Senior Planner

13. **Setting a Hearing on Siena View No. 1 and No. 2 Annexation, Located at 2945 D ½ Road** [File #ANX-2002-228] [Attach 13](#)

Siena View Annexation, a serial annexation comprised of 4.6 acres, located at 2945 D ½ Road, has presented a petition for annexation as part of a preliminary plan. The applicants request approval of the Resolution referring the annexation petition, first reading of the Annexation Ordinance, and requesting Land Use Jurisdiction immediately.

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

Resolution No. 123-02 – 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, the Siena View No. 1 and Siena View No. 2 Annexations Located at 2945 D ½ Road

*\*Action: Adopt Resolution No. 123-02*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Siena View No. 1 Annexation, Approximately 0.377 Acres, Located at 2945 D ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Siena View No. 2 Annexation, Approximately 4.47 Acres, Located at 2945 D ½ Road

*Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for February 5, 2003*

Staff presentation: Lori V. Bowers, Senior Planner

14. **Setting a Hearing for Zoning the Oda Annexation, Located at 2561 River Road** [File # ANX-2002-220] [Attach 14](#)

The Oda Annexation consists of 2 parcels of land on 21.18 acres located at 2561 River Road. The Oda's are requesting annexation as part of a contract with the City. The proposed zoning is I-1 for the Oda property. The second parcel is owned by the City and is adjacent to the Oda property. The City owned land is adjacent to the Colorado River and has a portion of the riverfront trail crossing it. The proposed zoning for the City property is Community Services and Recreation (CSR).

Proposed Ordinance Zoning the Oda Annexation to Light Industrial (I-1) and Community Services and Recreation (CSR) Located at 2561 River Road and Adjacent to the Colorado River

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for January 15, 2003*

Staff presentation: David Thornton, Principal Planner

15. **Amending the Grand Junction Metro Planning Organization (MPO) Boundary** [Attach 15](#)

Adoption of a joint resolution changing the boundary of the MPO planning area as shown on Exhibits 1 and 2 by adding the limits of Palisade and Fruita, and the areas in-between. The resolution process to change the MPO boundary is required by federal law.

Resolution No. 124-02 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Approving Town of Palisade and City of Fruita Membership in the Grand Valley Metropolitan Planning Organization

*\*Action: Adopt Resolution No. 124-02*

Staff presentation: Mark Relph, Public Works and Utilities Director

\*\*\*16. **Intergovernmental Agreement to Create the Grand Valley Regional Transportation Committee** [Attach 16](#)

The Regional Transportation Policy Advisory Committee (RTPAC) is proposing adoption by the City of Grand Junction, the City of Fruita, the Town of Palisade

and Mesa County of an Intergovernmental Agreement (IGA) that will replace the 1984 agreement between the City and Mesa County. In addition, this IGA will add Palisade and Fruita as members. The existing RTPAC will be renamed the Grand Valley Regional Transportation Committee and will continue to set policy for the federally required Metropolitan Planning Organization (“MPO”). This IGA provides clearer definition of the roles of this committee, defines membership in the committee and provides operating bylaws and rules for the committee. The existing staff, termed the Regional Transportation Planning Office (“RTPO”) will continue to serve as the staff support for the new GVRTC.

**a. Resolution**

Resolution No. 133-02 – A Resolution Guiding the City’s Representative to the Grand Valley Regional Transportation Committee

*\*Action: Adopt Resolution No. 133-02*

**b. Intergovernmental Agreement**

*Action: Authorize the Mayor to Sign the Intergovernmental Agreement for the Creation of the Grand Valley Regional Transportation Committee*

Staff presentation: Tom Fisher, RTPO Director  
Dan Wilson, City Attorney

17. **Amending the Contract to Exchange Real Estate with Dyer, LLC to Extend the Closing Date** [Attach 18](#)

The proposed action will extend the date of closing the City’s contract to exchange real estate with Dyer, LLC from December 30, 2002 to January 31, 2003.

Resolution No. 126-02 – A Resolution Extending the Closing Date of that Certain Contract to Exchange Real Estate between the City and Dyer, LLC

*\*Action: Adopt Resolution No. 126-02*

Staff presentation: Mark Relph, Public Works and Utilities Director

18. **Lease Extension with Donald Fugate, dba Don's Automotive, Located at 545 Noland Avenue** [Attach 19](#)

The proposed action will authorize a one-year extension of the lease of City property at 545 Noland Avenue to Donald Fugate Jr., doing business as Don's Automotive.

Resolution No. 127-02 – A Resolution Extending the Lease of City Property at 545 Noland Avenue to Donald Fugate, Jr., DBA Don's Automotive

*\*Action: Adopt Resolution No. 127-02*

Staff presentation: Mark Relph, Public Works and Utilities Director

19. **Lease Extension with Saccomanno, Located at the Southwest Corner of 26 1/2 Road and H Road** [Attach 20](#)

The proposed action will authorize a one-year farm lease of the City's Saccomanno Park property located at the southwest corner of 26 1/2 Road and H Road.

Resolution No. 128-02 – A Resolution Amending and Extending the Farm Lease of the Saccomanno Park Property to Robert H. Murphy

*\*Action: Adopt Resolution No. 128-02*

Staff presentation: Joe Stevens, Director of Parks and Recreation

20. **Contract for the Construction of Redlands Village NE Sewer Improvement District Lines** [Attach 21](#)

This contract would construct over 4,900 feet of sanitary sewer within the existing Redlands Village North subdivision located north west of the intersection of the Redlands Parkway and Highway 340.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Sorter Construction	Grand Jct.	\$225,510.00
Downey Excavating	Montrose, CO	\$238,273.00
M.A. Concrete	Grand Jct.	\$240,283.00
RW Jones	Fruita.	\$244,817.00
Precision Excavating	Hayden, CO	\$245,434.40
Skyline Construction	Grand Jct.	\$260,132.00
Bogue Construction	Fruita, CO	\$274,416.70
Spallone Construction	Gunnison, CO	\$277,746.00
Grant Miller, Inc.	Silverthorne, CO	\$352,356.00
Engineer's Estimate		\$247,724.00

*Action: Authorize City Manager to Sign a Contract for the Construction of the Redlands Village NE Sewer Improvement District with Sorter Construction in the Amount of \$225,510*

Staff presentation: Trent Prall, Utilities Engineer

21. **USEPA Grant Application “TMDL Development for 303(d) Listed Streams in the Grand Valley”** [Attach 22](#)

The City of Grand Junction is applying for an \$80,000 grant from the USEPA to be contracted to a qualified sub recipient. The grant proposal will provide a detailed characterization of the sources and loads of selenium in Persigo Wash, Adobe Creek and Lewis Wash. Selenium characterization of washes will aid selenium remediation planning and increase understanding to land use planners about the effect of land use on selenium concentrations and loadings in the Grand Valley.

*Action: Authorization to Apply for USEPA Grant Application “TMDL Development for 303(d) Listed Streams in the Grand Valley” in the Amount of \$80,000*

Staff presentation: Mark Relph, Public Works and Utilities Director

22. **USEPA Grant Application “Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study”** [Attach 23](#)

The City of Grand Junction requests authorization to apply for a \$100,000 grant from the USEPA to be contracted to a qualified sub recipient. The grant proposal will provide a detailed mixing zone and diffuser study to assess the ultimate discharge location for the Persigo Wastewater Treatment facility into endangered fish critical habitat in Persigo Wash and the Colorado River.

*Action: Authorization to Apply for USEPA Grant Application “Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study” in the Amount of \$100,000*

Staff presentation: Mark Relph, Public Works and Utilities Director

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

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

23. **Amending Sewer System Rates for Year 2003** [Attach 17](#)

Resolution Amending Persigo System Wastewater Rates for the Year 2003, affecting a 5% Rate Increase on all Wastewater Services provided effective January 1, 2003.

Resolution No. 125-02 – A Resolution Amending Persigo System Wastewater Rates for the Year 2003

*\*Action: Adopt Resolution No. 125-02*

Staff presentation: Greg Trainor, Utilities Manager

24. **Public Hearing - Special Assessment and Issuance of Bonds for Rimrock Marketplace** [Attach 24](#)

This is the second reading of three related ordinances for Rimrock Market Place G.I.D. They authorize creating a special assessment district, bond sale of \$3,980,000, and assessing the properties in the district.

Ordinance No. 3478 – An Ordinance Creating the Rimrock Marketplace Special Improvement District Within the City of Grand Junction Rimrock Marketplace General Improvement District

Ordinance No. 3479 – An Ordinance Concerning the Rimrock Marketplace General Improvement District and Authorizing the Issuance of Special Assessment Bonds

Ordinance No. 3480 – An Ordinance Approving the Whole Cost of the Improvements to be Made in the Rimrock Marketplace Special Improvement District; Assessing a Share of Said Cost Against Each Lot or Tract of Land in the District; and Prescribing the Manner for the Collection and Payment of Said Assessments

*\*Action: Adopt Ordinance No. 3478, Ordinance No. 3479 and Ordinance No. 3480 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

25. **Public Hearing - 2003 Annual Appropriation** [Attach 25](#)

The total appropriation for all thirty-six accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$103,480,492. Although not a planned expenditure, an additional \$2,500,000 is appropriated as an emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Ordinance No. 3481 – The Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2003 and Ending December 31, 2003

*\*Action: Adopt Ordinance No. 3481 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

26. **Parking Meter Fee Changes** [Attach 26](#)

A resolution amending Resolution No. 71-01 that established new parking fines and fees. The new resolution provides for a change in the 4 hour meter rates and a new classification as short-term parking. If approved, all 46 current 4 hour meters and an additional 40 at 3<sup>rd</sup> and Main will be changed from 10 cents per hour to 50 cents per hour.

Resolution No. 129-02 – A Resolution Amending Resolution Number 71-01 that Established New Parking Fines and Fees for the City of Grand Junction, by Providing for a Change in the 4 Hour Meter Rates

*\*Action: Adopt Resolution No. 129-02*

Staff presentation: Harold Stalf, Director of DDA  
P.J. McGovern, DDA Boardmember

27. **Public Hearing – Krizman Annexation, Located at 626 30 Road** [File #ANX-2002-192] [Attach 27](#)

Resolution for Acceptance of the Petition to Annex and Second reading of the annexation ordinance for the Krizman Annexation No. 1 and No. 2 located at 626 30 Road. The annexation consists of 18.485 acres on one parcel of land.

**a. Accepting Petition**

Resolution No. 130-02 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Krizman Annexation is Eligible for Annexation Located at 626 30 Road and Including a Portion of the 30 Road Right-of-Way

*\*Action: Adopt Resolution No. 130-02*

**b. Annexation Ordinance**

Ordinance No. 3482 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Krizman Annexation No. 1, Approximately 9.615 Acres Located at 626 30 Road

Ordinance No. 3483 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado Krizman Annexation No. 2 Approximately 8.8697 Acres Located at 626 30 Road and Including a Portion of 30 Road

*\*Action: Adopt Ordinance No. 3482 and Ordinance No. 3483 on Second Reading*

Staff presentation: Ronnie Edwards, Associate Planner

28. **Public Hearing - Zoning the Krizman Annexation, Located at 626 30 Road** [File #ANX-2002-192] [Attach 28](#)

The Krizman Annexation No. 1 and No. 2 is a serial annexation comprised of 1 parcel of land on 18.138 acres located at 626 30 Road. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its November 12, 2002 meeting.

Ordinance No. 3484 – An Ordinance Zoning the Krizman Annexation to Residential Single Family with a Density Not to Exceed Four Units Per Acre (RSF-4) Located at 626 30 Road

*\*Action: Adopt Ordinance No. 3484 on Second Reading*

Staff presentation: Ronnie Edwards, Associate Planner

29. **Public Hearing - Zoning of the ISRE Annexation No. 2, Located at 2980 D 1/2 Road** [File #ANX-2002-176] [Attach 29](#)

The ISRE Annexation No. 2 is a single parcel of land consisting of 5.7 acres located at 2980 D-1/2 Road. The petitioner is requesting a zone of Residential Multifamily, 8 units per acre (RMF-8), which will conform to the Future Land Use Map of the Growth Plan which was recently amended for this parcel. Planning Commission will hear this item at its December 17, 2002 meeting.

Ordinance No. 3485 – An Ordinance Zoning the ISRE Annexation No. 2 Residential Multifamily with a Maximum Density of 8 Units Per Acre (RMF-8) Located at 2980 D-1/2 Road

*\*Action: Adopt Ordinance No. 3485 on Second Reading*

Staff presentation: Kristen Ashbeck, Senior Planner

30. **Revoke and Reissue the Revocable Permit for GVT Bus Benches and Transit Shelters** [File #RVP-2002-164] [Attach 30](#)

This request is to amend the Revocable Permits for bus benches and shelters along the existing GVT routes. Outdoor Promotions requests twenty (20) new bus benches and nine (9) new transit shelters. The request includes relocating three (3) shelters to replace existing benches. In addition, the staff proposes to allow the Director to approve changes in location of benches and shelters and to allow the Director to approve existing locations in newly annexed areas.

Resolution No. 131-02 – A Resolution Revoking a Revocable Permit  
Granted to Outdoor Promotions

Resolution No. 132-02 – A Resolution Concerning the Issuance of a Revocable  
Permit to Outdoor Promotions, Inc.

*\*Action: Adopt Resolution No. 131-02 and 132-02*

Staff presentation: Lori V. Bowers, Senior Planner

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

32. **OTHER BUSINESS**

33. **EXECUTIVE SESSION**

[Attach 31](#)

To determine the City's position, and to instruct the City's negotiators regarding  
oil and gas leases and related activities on City lands near Grand Mesa,  
including lands within the Grand Mesa Slopes Special Management area,  
pursuant to section 402 4 e of Colorado's Open Meetings Act.

\*\*\* To determine whether the City Manager should pursue the acquisition of  
property in the downtown Grand Junction area, pursuant to Section 4(e) of the  
Open Meetings Law.

34. **ADJOURNMENT**

**Attach 1**

**Minutes of the December 2, 2002 Regular Meeting and Minutes of December 12, 2002 Special Meeting**

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

**December 2, 2002**

The City Council of the City of Grand Junction convened into regular session on the 2nd day of December 2002, at 7:04 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, and President of the Council Cindy Enos-Martinez. Councilmembers Reford Theobald and Janet Terry were 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 Kirtland led in the pledge of allegiance. The audience remained standing for the invocation by Miriam Greenwald, Lay Leader, Jewish Community Congregation Ohr Shalom.

**SCHEDULED CITIZEN COMMENTS**

There were none.

**CONSENT CALENDAR**

It was moved by Councilmember McCurry, seconded by Councilmember Kirtland and carried to approve Consent Items #1 through 7.

1. **Minutes of Previous Meetings**

*Action: Approve the Summary of the November 18, 2002 Workshop, Minutes of the November 18, 2002 Special Meeting and the Minutes of the November 20, 2002 Regular Meeting*

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

The ISRE Annexation No. 2 is a single parcel of land consisting of 5.7 acres located at 2980 D-1/2 Road. The petitioner is requesting a zone of Residential Multifamily, 8 units per acre (RMF-8), which will conform to the Future Land Use Map of the Growth Plan which was recently amended for this parcel. Planning Commission will hear this item at its December 17, 2002 meeting.

Proposed Ordinance Zoning the ISRE Annexation No. 2 Residential Multifamily with a Maximum Density of 8 units per acre (RMF-8) Located at 2980 D-1/2 Road

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

3. **Edward Byrne Memorial Grant to Address Problems of Drugs, Crime and Violence**

The United States Department of Justice, through the Colorado Division of Criminal Justice is offering grant funding under the Drug Control and System Improvement Program. This program was established to address the problems of drugs, crime and violence. There has been \$3.8 million budgeted for the State of Colorado. The Police Department is seeking approval to apply for funds in the amount of \$96,345 under this program.

*Action: Authorization to Apply for Edward Byrne Memorial Grant in the Amount of \$96,345 to Address Problems of Drugs, Crime and Violence*

4. **Grant to Reduce Underage Drinking**

The Colorado Department of Transportation along with the Department of Public Safety are offering grant funding for projects aimed at reducing the availability and consumption of alcohol by minors. This grant is actually funded by the Department of Justice, Office of Juvenile Delinquency Prevention in Washington, D.C. These are federal dollars and not subject to Tabor limitations. The Police Department is seeking approval to accept some funding under this grant program. Originally the Department applied for \$107,219 to fund these projects which received Council approval on 04 September 2002. The final award amount is \$34,000; \$20,000 for increased enforcement; \$7,000 for a mobile intoxilizer; and \$7,000 for prevention activities including an ad campaign targeted at adults who provide alcohol to minors.

*Action: Authorization to Accept Grant to Reduce Underage Drinking*

5. **Special Assessment and Issuance of Bonds for Rimrock Marketplace**

This is the second reading of three related ordinances for Rimrock Market Place G.I.D. They authorize creating a special assessment district, bond sale of \$3,980,000, and assessing the properties in the district. (The Public Hearing and Second Reading of the Ordinances are hereby continued to the Regular Meeting on Wednesday, December 18, 2002.)

Proposed Ordinance – An Ordinance Creating the Rimrock Marketplace Special Improvement District within the City of Grand Junction Rimrock Marketplace General Improvement District

Proposed Ordinance – An Ordinance Concerning the Rimrock Marketplace Special Improvement District and Authorizing the Issuance of Special Assessment Bonds

Proposed Ordinance – An Ordinance Approving the Whole Cost of the Improvements to be Made in the Rimrock Marketplace Special Improvement District; Assessing a Share of said Cost Against each Lot or Tract of Land in the District; and Prescribing the Manner for the Collection and Payment of said Assessments

*Action: Continue the Public Hearing on the Proposed Ordinances to December 18, 2002*

6. **Levying Property Taxes for the Year 2002 for Collection in the Year 2003**

The resolutions set the mill levies of the City of Grand Junction (City), Ridges Metropolitan District #1 and #2 (Ridges), Grand Junction West Water and Sanitation District (GJWWSD), and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations, the others are for debt service only. The City is also establishing a temporary credit mill levy for the General Fund for the purpose of refunding revenue collected in 2001 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution. The temporary credit is pursuant to CRS 39-5-121 (SB 93-255). The City will levy a temporary credit of 0.331 mills for the purpose of refunding \$155,208.

- a. Resolution No. 114–02 – A Resolution Levying Taxes for the Year 2002 in the City of Grand Junction, Colorado
- b. Resolution No. 115–02 – A Resolution Levying Temporary Credit Taxes for the Year 2002 in the City of Grand Junction, Colorado
- c. Resolution No. 116–02 – A Resolution Levying Taxes for the Year 2002 in the City of Grand Junction, Colorado, Downtown Development Authority
- d. Resolution No. 117–02 – A Resolution Levying Taxes for the Year 2002 in the Ridges Metropolitan District a Part of the City of Grand Junction, Colorado

- e. Resolution No. 118-02 – A Resolution Levying Taxes for Year 2002 the Grand Junction West Water and Sanitation District a Part of the City of Grand Junction, Colorado

*Action: Adopt Resolutions No. 114-02, 115-02, 116-02, 117-02, and 118-02*

7. **Use of Undergrounding Funds for the 29 Road Improvement Project, Phase Two**

This Resolution will authorize Xcel Energy to use City of Grand Junction Underground (1%) Funds to relocate overhead electric power lines to underground on 29 road between North Avenue and the Grand Valley Canal.

Resolution No. 119-02 – A Resolution Authorizing Public Service Company of Colorado NKA Xcel Energy to Use the City of Grand Junction Overhead to Underground One Percent (1%) Funds for the 29 Road Improvement Project, Phase Two, as Established in the Ordinance Granting a Franchise Signed November 4, 1992

*Action: Adopt Resolution No. 119-02*

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

**Public Hearing – 2<sup>nd</sup> Supplemental Appropriation for 2002**

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance. With the exception of a \$40,000 increase in the Sales Tax CIP Fund #201 for Canyon View Park, the revisions to the 2002 budget are as presented to the City Council at the Budget Workshop on November 18, 2002.

The public hearing was opened at 7:06 p.m.

Ron Lappi, Administrative Services Director, reviewed this item. He stated this is the annual fall reappropriation that addresses adjustments to the budget which are pretty straightforward.

There were no public comments.

The public hearing was closed at 7:08 p.m.

Ordinance No. 3477 – An Ordinance Making Supplemental Appropriations to the 2002 Budget of the City of Grand Junction

Upon motion by Councilmember Kirtland, seconded by Councilmember Butler and carried by a roll call vote Ordinance No. 3477 was adopted on Second Reading and ordered published.

#### NON-SCHEDULED CITIZENS & VISITORS

There were none.

#### OTHER BUSINESS

Council President Enos-Martinez advised that December 13 is the Employee Awards Banquet and Councilmember have been asked to be greeters and should arrive at 5:45 p.m.

Also, on December 18<sup>th</sup>, Councilmembers will be touring City Hall to wish employees Merry Christmas. The time is yet to be determined.

#### Police Department Operations Update

Greg Morrison, Chief of Police, reviewed the police operations, the changes he has made in the last year including the numerous promotions he was able to make and how police operations are being guided by the City Council's mission statements and strategic policies.

Chief Morrison detailed how the attitudes and outlook of the department and employees are being changed by the new guiding philosophies. The recruitment process and hiring process has been changed with an emphasis being placed on developing diversity within the department. The organizational structure of the department is being altered too.

The changes Chief Morrison has made include: decentralizing traffic function, create community advocacy program, reduce K-9 by one dog, eliminated Senior Administrative Assistant and Part Time Records position in order to create an information coordinator position, contract services (Mesa State and Airport), Victim Assistance, Drug Task Force (looking at combining with Mesa County), Intelligence & Crime Analyses reorganized, and finally the change in recruitment and the installation of a Training Sergeant

There will be three substations: Mesa State, the new mall location and one at the airport.

Long term, the Chief is looking at creating a training facility and integrating the records management system with other agencies.

Starting in January, 2003, the team concept will be implemented, it will be called the neighborhood beat system. The City has been tentatively divided up into areas where a

specific team will be assigned. This will promote more connectivity with the citizens in a particular area and a familiarity with the officers assigned to their area.

Council applauded the Chief for the aggressive plan to implement changes. He was encouraged to make sure all are on board with the program. The Mayor said she is impressed with the changes she has already seen.

Councilmember Spehar said the Council will support the change to this type of culture and will make that known.

### **EXECUTIVE SESSION**

Councilmember Spehar moved, seconded by Councilmember to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations; and instructing negotiators pursuant to 24-6-402 (4)(e) C.R.S.

### **ADJOURNMENT**

Council adjourned into executive session at 8:11 p.m.

Stephanie Tuin, CMC  
City Clerk

City Council for the City of Grand Junction

Special Meeting

December 12, 2002

The City Council of the City of Grand Junction convened into special session on the 12<sup>th</sup> day of December, 2002 in the Administration Conference Room, City Hall, 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobold, and President of the Council Cindy Enos-Martinez.

Council president Enos-Martinez called the meeting to order at 11:30 a.m.

Councilmember Theobold moved to go into executive session for the purpose of discussing personnel matters under C.R.S. 24-6-402(4)(f)(i) relative to the employees of the City Council. Councilmember Butler seconded. The motion carried and Council went into Executive Session stating they will not be returning to open session.

Stephanie Tuin, CMC  
City Clerk

**Attach 2**

**Amending Special Improvement District Agreement between GJ Rimrock Marketplace General Improvement District and the Developer**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>							
<b>Subject</b>	A Resolution Approving an Amendment to the Special Improvement District between G.J. Rimrock General Improvement District and the Developer						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 10, 2002				File #		
<b>Author</b>	Ron Lappi		Administrative Services and Finance Director				
<b>Presenter Name</b>	Ron Lappi		Administrative Services and Finance Director				
<b>Report results back to Council</b>	X	No		Yes	When		
<b>Citizen Presentation</b>		Yes	X	No	Name		
	Workshop	X	<b>Formal Agenda</b>			Consent	X <b>Individual Consideration</b>

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

**Budget:**

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

**Attachments:** Authorizing Amendment and Resolution

**Background Information:** The Board entered 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 on October 29, 2002; and a First Amendment to the agreement is needed at this time to amend the original assessment roll; and to provide for 30 substantially equal assessment payments.

RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE SPECIAL IMPROVEMENT DISTRICT AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT AND THE BELLEVILLE DEVELOPMENT, LP.

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 entered 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 on October 29, 2002; and

WHEREAS, A First Amendment to the agreement is needed at this time to amend the original assessment roll; and to provide for 30 substantially equal assessment payments.

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) The form, terms and provisions of this First Amendment to the Agreement are approved, and the District shall enter into and perform its obligations under the Amendment 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 2) 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 3) 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 4) 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 December 18, 2002.

---

Mayor ex officio  
President of the District

(SEAL)  
ATTESTED:

---

City Clerk ex officio  
Secretary of the District

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

**FIRST AMENDMENT TO SID AGREEMENT**

**BETWEEN**

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

**AND**

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

This First Amendment to SID Agreement (the "First Amendment") amends the Special Improvement District Agreement made and entered into as of October 29, 2002 (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 December \_\_, 2002.

#### RECITALS

The District and the Owner have previously entered into the Agreement.

The District and the Owner desire to amend the Agreement in various respects.

The Agreement is recorded in the real estate records of Mesa County at Reception No. 2084237 at Book 3189, Page 321

The Owner represents and warrants that it is the sole legal owner of all property to be assessed within the District as described in the Agreement.

All terms used in this First Amendment shall have the same meaning as in the Agreement unless otherwise defined in this First Amendment.

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

Section 1. The assessment roll attached to the Agreement as Exhibit F is amended to read as provided in Exhibit I to this First Amendment.

Section 2. Section 2.4 of the Agreement is amended to read:

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 30 substantially equal semi-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. Without the consent of the Owner, the assessments will bear interest at a rate not to exceed 1% above the highest interest rate on the Bonds.

Section 3. This First Amendment shall be binding upon and inure to the benefit of the District, the Owner, and their respective successors and assigns. No assignment of this First Amendment or any right or obligation hereunder by the Owner shall be valid unless the District consents to such assignment in writing.

Section 4. If any provision of this First Amendment 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.

Section 5. This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado. The parties agree that exclusive venue for any litigation arising out of or relating to the Project, the Bonds, the District or the assessments shall be in the district court located in Mesa County.

Section 6. This First Amendment 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.

Section 7. After this First Amendment is executed in full, the District shall, within ten working days, record this First Amendment in the office the Clerk and Recorder of Mesa County, Colorado (the "Clerk"), after which this First Amendment is a binding obligation on all subsequent owners of the Owner's property in the District pursuant to the terms hereof;

Section 8. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect.

[Remainder of page left blank intentionally]

**IN WITNESS WHEREOF** the District and the Owner have caused this First Amendment 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,  
By: Michael Staenberg  
Title: President

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

This instrument was acknowledged before me on December \_\_, 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 December \_\_, 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 December \_\_, 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 Public for the State of Colorado

(NOTARY SEAL)

Exhibit I  
Assessment Roll

Legal Description	Assessment
Lot 1, Block 1, Rimrock Marketplace	\$1,258,476
Lot 2, Block 1, Rimrock Marketplace	\$ 377,702
Lot 3, Block 1, Rimrock Marketplace	\$1,713,390
Lot 1, Block 2, Rimrock Marketplace	\$ 186,264
Lot 1, Block 3, Rimrock Marketplace	\$ 444,168

**Attach 3**  
**Setting a Hearing to Amend Retirement Plans**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	An Ordinance to Amend Retirement Plans to Conform to Changes in Federal Law					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 5, 2002				<b>File #</b>	
<b>Author</b>	Ron Lappi Claudia Hazelhurst		Administrative Services Director Human Resources Manager			
<b>Presenter Name</b>	Ron Lappi		Administrative Services Director			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	<input checked="" type="checkbox"/>	No	<b>Name</b>	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The City of Grand Junction, Colorado Employees Retirement Plan, the New Hire Fire Money Purchase Plan and the New Hire Police Money Purchase Plan are being amended to incorporate Internal Revenue Code (IRC) amendments that have recently been passed by Congress. These amendments must be incorporated into the aforementioned Plans.

**Budget:** N/A

**Action Requested/Recommendation:** Pass the Ordinance on First Reading with Adoption on February 5, 2003 after a Public Hearing and Second Reading.

**Attachments:** Ordinance Adopting Amendments to Retirement Plans for Specified City of Grand Junction Employee Groups

**Background Information:** Amendments to the City of Grand Junction, Colorado Employees Retirement Plan, New Hire Fire Money Purchase Defined Contribution Plan and New Hire Police Money Purchase Defined Contribution Plan (the "Plans") are being made to increase the compensation limit, direct rollovers of plan distributions, make modifications to the definition of eligible retirement plan, make modifications to the definition of eligible rollover distribution to exclude hardship distributions, make modifications to the definition of eligible rollover distribution to include after-tax employee contributions, to allow rollovers into these plans from other plans and to allow

for minimum required distributions all as more particularly described in the Ordinance.

ORDINANCE NO.

ORDINANCE ADOPTING AMENDMENTS TO RETIREMENT PLANS FOR SPECIFIED CITY OF GRAND JUNCTION EMPLOYEE GROUPS

Recitals:

Article XI, Section 88, of the Charter requires that the City Council act by ordinance to continue, alter, establish, provide for and amend pension plans. Given various tax law changes that have been passed by Congress that must be incorporated into these three retirement plans require amendment.

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

1. The Internal Revenue Code amendments as generally set forth below, for the stated retirement plans, are hereby adopted in accordance with Article XI, Section 88 of the Charter of the City of Grand Junction.
2. Amendments are to the City of Grand Junction Employees Retirement Plan, New Hire Fire Money Purchase Defined Contribution Plan and New Hire Police Money Purchase Defined Contribution Plan (the "Plans")
3. The following amendments to the Plans constitute a "good faith" effort to amend the Plans to comply with tax law changes known as "EGTRRA" and with final regulations under Internal Revenue Code section 401(a)(9). These amendments supercede any contrary language in the Plans.

Increase in Compensation Limit

Increase in Compensation Limit. The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code.

Direct Rollovers of Plan Distributions

Effective Date. The following rules shall apply to Plan distributions made after December 31, 2001.

Modification of Definition of Eligible Retirement Plan. For purposes of the direct rollover provisions of the Plan, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any

agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

Modification of Definition of Eligible Rollover Distribution to Exclude Hardship Distributions. For purposes of the direct rollover provisions of the Plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

Modification of Definition of Eligible Rollover Distribution to Include After-Tax Employee Contributions. For purposes of the direct rollover provisions in the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

#### Rollovers into this Plan from Other Plans

Rollovers from Other Plans. Plan provisions that use pre-EGTRRA laws to describe the rollovers and direct transfers this Plan will accept are revised, effective January 1, 2002 to reflect the more liberal rules of EGTRRA. However, the Employer, operationally and on a nondiscriminatory basis, may limit the source of rollover contributions that may be accepted by this Plan.

#### Minimum Required Distributions

With respect to distributions under the Plan made for years beginning on or after January 1, 2002, distributions will be made in accordance with the final regulations under Code section 401(a)(9).

4. All lawful acts heretofore taken by the City and its officers, agents and employees in funding, managing and administering the plans in whatever capacity, are hereby ratified, including the implementation of the Internal Revenue Code, as amended, prior to Council final action if and as required by Federal law.

5. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

INTRODUCED ON FIRST READING this 18<sup>th</sup> day of December, 2002.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of January, 2003.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk  
the Council

President of

**Attach 4**  
**Annual Renewal of Advertising Contract with Hill & Company**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>									
<b>Subject</b>		Annual renewal of advertising contract with Hill & Company							
<b>Meeting Date</b>		December 2, 2002							
<b>Date Prepared</b>		November 20, 2002					File #		
<b>Author</b>		Debbie Kovalik			<b>Executive Director</b>				
<b>Presenter Name</b>		Debbie Kovalik			<b>Executive Director</b>				
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	No		Yes	When			
<b>Citizen Presentation</b>			Yes	<input checked="" type="checkbox"/>	No	Name			
	Workshop		<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	Consent		<b>Individual Consideration</b>

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

**Budget:** \$375,000 is budgeted in 2003

**Action Requested/Recommendation:** Authorize the City Manager to sign a contract with Hill & Company Integrated Marketing and Advertising in the amount of \$375,000.

**Attachments:** None

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

**Attach 5**  
**Special Event Funding Awards**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA											
<b>Subject</b>		Special Event funding awards									
<b>Meeting Date</b>		December 2, 2002									
<b>Date Prepared</b>		November 20, 2002					<b>File #</b>				
<b>Author</b>		Debbie Kovalik			<b>Executive Director</b>						
<b>Presenter Name</b>		Debbie Kovalik			<b>Executive Director</b>						
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>					
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>					
<input type="checkbox"/>		<b>Workshop</b>		<input type="checkbox"/>		<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Fourteen applications for funding were received. After review and discussion, the VCB Board recommends funding the following 8 events:

<b>\$ 2,000</b>	<b>Fruita Fat Tire Festival</b>
<b>\$ 3,500</b>	<b>Colorado Mountain Winefest</b>
<b>\$ 2,000</b>	<b>Kokopelli Adventure Race</b>
<b>\$ 4,000</b>	<b>Downtown Car Show</b>
<b>\$ 2,000</b>	<b>Wells Fargo Art &amp; Jazz Festival</b>
<b>\$ 1,000</b>	<b>Mesa State College Rodeo</b>
<b>\$ 600</b>	<b>Rim Rock Run</b>
<b>\$ 1,000</b>	<b>Grand Valley Renaissance Faire</b>
<b>\$16,100</b>	<b>TOTAL AWARDS</b>

**Budget:** \$32,000 is budgeted in 2003.

**Action Requested/Recommendation:** Approve funding awards as recommended.

**Attachments:** None

**Background Information: Applications were reviewed at a Board workshop November 12, with discussions continuing at the regular monthly meeting November 19. The Board voted unanimously to award funds as listed above.**

**Attach 6**  
**Amendment to Canyon View Park Design Contract**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Amendment to Canyon View Park Design Contract with Winston Associates for Continued Design Services						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 9, 2002				<b>File #</b>		
<b>Author</b>	Shawn Cooper			Parks Planner			
<b>Presenter Name</b>	Joe Stevens			Director Parks and Recreation			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	?		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The schematic design of Phase II of Canyon View Park has been completed by Winston Associates and a more firm cost estimate has been prepared, thus allowing for the continuation of the design process. The original design contract with Winston Associates allowed for and stated that the contract could be amended for the provision of the remainder of the design documents, ie; Design Development, Bidding Documents and Construction Documents.

**Budget:** Funding is available in the 2002 Capital Improvement Program funding budget, acct. #2011-711-80350-40-G33500.

**Action Requested/Recommendation:** Grant the City Manager the authority to amend the existing contract with Winston Associates to include the first phase of the construction documents for Phase II of Canyon View Park. The original contract was in the amount of \$35,875, which included pre-design and site analysis services. This phase of construction documents will require an amendment to the existing contract in the amount of \$136,625, thus altering the total amount of the contract with Winston Associates to \$172,500.

**Attachments:** None

**Background Information:** Winston Associates was awarded the contract to provide the schematic design for the completion of Canyon View Park in April of 2002. The contract only provided for the design through the schematic design phase due to budget uncertainty and not knowing how much implementation could be performed with

this phase of construction. The schematic design had to be completed before limits of future construction phasing could be established and before the design continued to bidding and construction documents. The additional design services for Canyon View Park will require an amendment to the original design contract totaling \$136,625. The original contract for pre-design services in the amount of \$35,875 will be amended for a total of \$172,500. Utilizing the anticipated construction budget of \$1,730,000, the total of the design services will be slightly less than 10% of the construction budget. The current timeline allows for the completion of the documents by the spring of 2003 and beginning construction by late spring or early summer. Completion of this phase of construction should be completed by the spring of 2004.

**Attach 7**  
**Vacating a Temporary Turnaround in the Flint Ridge Subdivision**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>		Vacating a temporary turnaround easement in the Flint Ridge Subdivision, located at 2960 D Road					
<b>Meeting Date</b>		December 18, 2002					
<b>Date Prepared</b>		December 9, 2002			<b>File #</b> FP-2001-156		
<b>Author</b>		Lisa Gerstenberger		Senior Planner			
<b>Presenter Name</b>		As Above		As Above			
<b>Report results back to Council</b>		X	No		Yes	When	
<b>Citizen Presentation</b>		X	Yes		No	Name	
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Request to approve a resolution to vacate a temporary turnaround easement in the Flint Ridge Subdivision, located at 2960 D Road.

**Budget:** N/A

**Action Requested/Recommendation:** Approve resolution to vacate a temporary turnaround easement.

**Attachments:**

1. Staff report
2. Location Map
3. Resolution

**Background Information:** Attached

**AGENDA TOPIC:** FP-2001-156, Flint Ridge Subdivision.

**SUMMARY:** Request approval of a resolution to vacate a temporary turnaround easement in the Flint Ridge Subdivision, located at 2960 D Road.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		2960 D Road			
<b>Applicants:</b>		Bryan Parham, Royal Construction			
<b>Existing Land Use:</b>		Residential/Vacant			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential			
	<b>South</b>	Single Family Residential			
	<b>East</b>	Single Family Residential			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		RMF-8			
<b>Proposed Zoning:</b>		N/A			
<b>Surrounding Zoning:</b>	<b>North</b>	County PD, 3.31 units/acre			
	<b>South</b>	County RSF-R			
	<b>East</b>	County RSF-R			
	<b>West</b>	County RSF-R			
<b>Growth Plan Designation:</b>		Residential Medium, 4-8 units/acre			
<b>Zoning within density range?</b>		X	Yes		No

**ACTION REQUESTED:** Approve resolution to vacate temporary turnaround easement.

**STAFF ANALYSIS:**

**Background:** The Flint Ridge Subdivision was granted final plat approval on September 28, 2001 for a three-phased single-family residential development. The developer recorded the plat for Filing 1 which included a 40' radius temporary turnaround at the northern end of Broken Arrow Drive (the access from D Road coming

into the subdivision). The purpose of the temporary turnaround is to provide public safety and other vehicles a place to turn around at the end of the partially constructed street to exit the subdivision.

Filing 2 of the Flint Ridge Subdivision is currently under construction and will include the completion of Broken Arrow Drive. The temporary turnaround easement will no longer be required with the completion of Broken Arrow Drive, which will be a publicly maintained street.

The vacation request must be evaluated using the vacation criteria of Section 2.11 of the Zoning and Development Code. The purpose of Section 2.11 is to permit the vacation of surplus right-of-ways and /or easements. Staff has reviewed the request and the various criteria of Section 2.11 and finds the request to be compliant with said criteria.

The temporary turnaround easement can now be vacated with the construction of Broken Arrow Drive. Staff and Planning Commission support the vacation of this temporary turnaround easement and find the request to vacate is compliant with vacation criteria of Section 2.11 of the Zoning and Development Code.

**STAFF FINDINGS/RECOMMENDATION:**

Staff recommends approval of the request to vacate the 40' radius temporary turnaround easement with the finding that the request is consistent with the goals and policies of the Growth Plan, and the vacation criteria of Section 2.11 of the Zoning and Development Code.

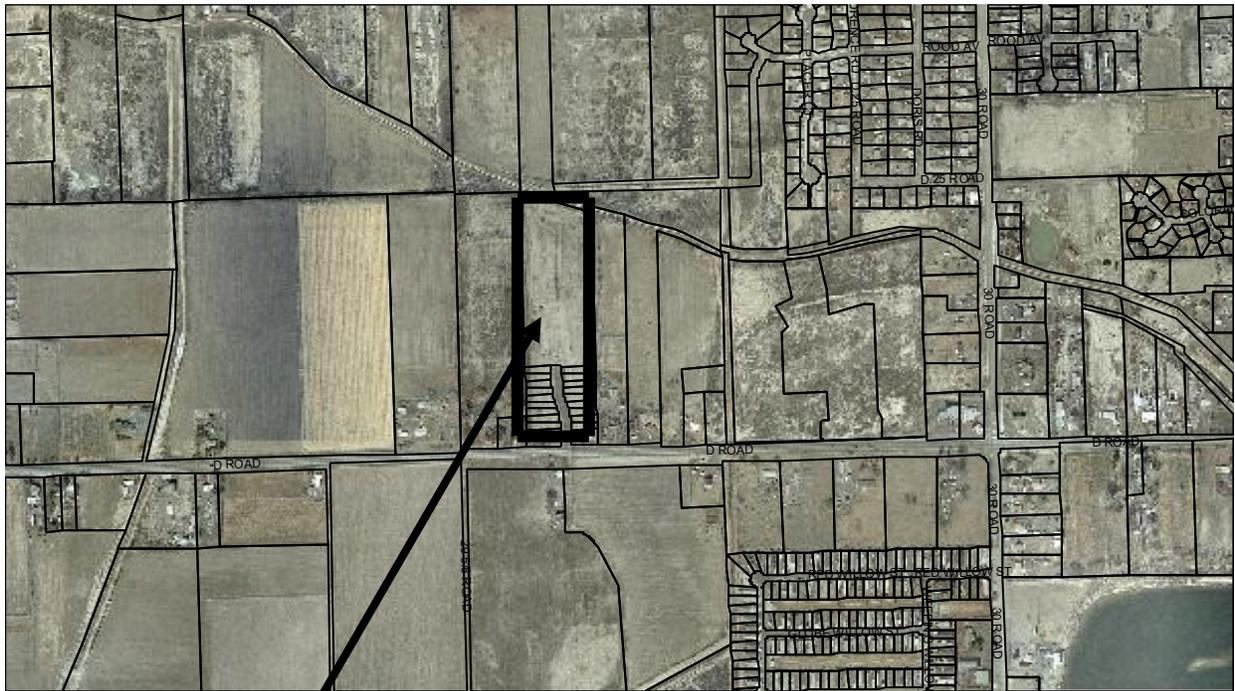
**PLANNING COMMISSION RECOMMENDATION:**

At its December 17, 2002 meeting, the Planning Commission recommended that the City Council approve the resolution to vacate the temporary turnaround easement with the findings that the request is consistent with the goals and policies of the Growth Plan and the vacation criteria of Section 2.11 of the Zoning and Development Code.

Attachments:  
Location map  
Resolution

H:\AdminProjects\FP-2001-156\FRvacationEasement

# Location Map



**Flint Ridge Subdivision**  
**2960 D Road**  
**Temporary turnaround easement is located at the end of the entrance**

**CITY OF GRAND JUNCTION, COLORADO**

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

**VACATING A TEMPORARY TURNAROUND EASEMENT  
LOCATED AT THE NORTHERN END OF BROKEN ARROW DRIVE  
IN THE FLINT RIDGE SUBDIVISION**

**LOCATED AT 2960 D ROAD**

**WHEREAS:** The City of Grand Junction Planning Commission, at their December 17, 2002 meeting, recommended approval of the vacation of the temporary turnaround easement located at the northern end of Broken Arrow Drive in the Flint Ridge Subdivision, located at 2960 D Road.

**WHEREAS:** The City Council hereby finds that the vacation of the easement is in compliance with the criteria set forth in Section 2.11 of the Zoning and Development Code.

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

That the land described below, known as the temporary turnaround easement located at the northern end of Broken Arrow Drive, is hereby vacated:

**DESCRIPTION OF A TEMPORARY TURNAROUND EASEMENT**

A 40' radius temporary turnaround easement located in Lot 1, Block 3 at the northern end of Broken Arrow Drive in the Flint Ridge Subdivision, Filing 1, recorded in Plat Book , Page , City of Grand Junction, County of Mesa, State of Colorado which is more particularly described as follows: A tract or parcel of land situated in the SW 1/4 of the SE 1/4 of Sec 17, T1S, R1E of the UM, desc as follows: Commencing at the SE cor of the SW1/4 SE1/4 of Sec 17, & considering the S ln of the SW1/4 SE1/4 of Sec 17 to bear S89°57'50"W with all bearings herein related thereto; thence N00°01'37"E 50' to the Nly ROW ln of D Rd, thence S89°57'50"W along Nly ROW ln a distance of 638.39' to the True POB, thence continuing S89°57'50"W along Nly ROW ln 349.77' to a pt on the E ln W1/4 SW1/4 SE1/4; thence N00°03'26"W along E ln 1270.63' to the NE cor W1/4 SW1/4 SE1/4 of Sec 17; thence N89°58'55"E along the N ln of the SW1/4 SE1/4 988.86' to the NE cor of the SW1/4 SE1/4 of Sec 17; thence S00°01'37"E along the E ln of SW1/4 SE1/4 324.92' to a pt in the centerline of a canal; thence NWly along the centerline of canal the following five courses:

1. N67°31'47"W 67.05',

2. N59°26'07"W 137.94',
3. N70°43'27"W 60.07',
4. N76°08'25"W 132.54',
5. N71°48'17"W 286.94'; thence S00°02'08"E 1182.75' to the True POB, Mesa Co., CO

ADOPTED this \_\_\_\_\_ day of December, 2002.

Attest:

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

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

**Attach 8**  
**Setting a Hearing for Zoning the Rowe Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Zoning the Rowe Annexation, located at 176 28 1/2 Road					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 10, 2002			<b>File #ANX-2002-223</b>		
<b>Author</b>	Lisa Gerstenberger		Senior Planner			
<b>Presenter Name</b>	As above		As above			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes	X	No	Name	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>	<b>X</b>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** First reading of the Zoning ordinance to zone the Rowe Annexation Residential Single-Family-4 (RSF-4), located at 176 28 1/2 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:** Rowe Annexation, ANX-2002-223.

**SUMMARY:** First reading of the Zoning ordinance to zone the Rowe Annexation Residential Single-Family-4 (RSF-4), located at 176 28 1/2 Road.

BACKGROUND INFORMATION					
<b>Location:</b>		176 28 1/2 Road			
<b>Applicant:</b>		David and Debra Rowe, Owner			
<b>Existing Land Use:</b>		Residential/Agriculture			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Residential			
	<b>South</b>	Residential			
	<b>East</b>	Residential			
	<b>West</b>	Vacant			
<b>Existing Zoning:</b>		RSF-4 (Mesa County)			
<b>Proposed Zoning:</b>		RSF-4 (Residential Single-Family 4, not to exceed 4 units per acre)			
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-4(Mesa County)			
	<b>South</b>	RSF-4 (Mesa County)			
	<b>East</b>	RSF-4 (Mesa County)			
	<b>West</b>	RSF-4 (Mesa County)			
<b>Growth Plan Designation:</b>		Residential Medium-Low, 2-4 units per acre			
<b>Zoning within density range?</b>		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 Rowe Annexation is the Residential Single-family, 4 units/acre (RSF-4) 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 RSF-4 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 Single-family, 4 units/acre (RSF-4) 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 RSF-4 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-Low, 2-4 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 Single-family, 4 units/acre (RSF-4) 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 Single-Family, 4 dwelling units per acre (RSF-4) 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**

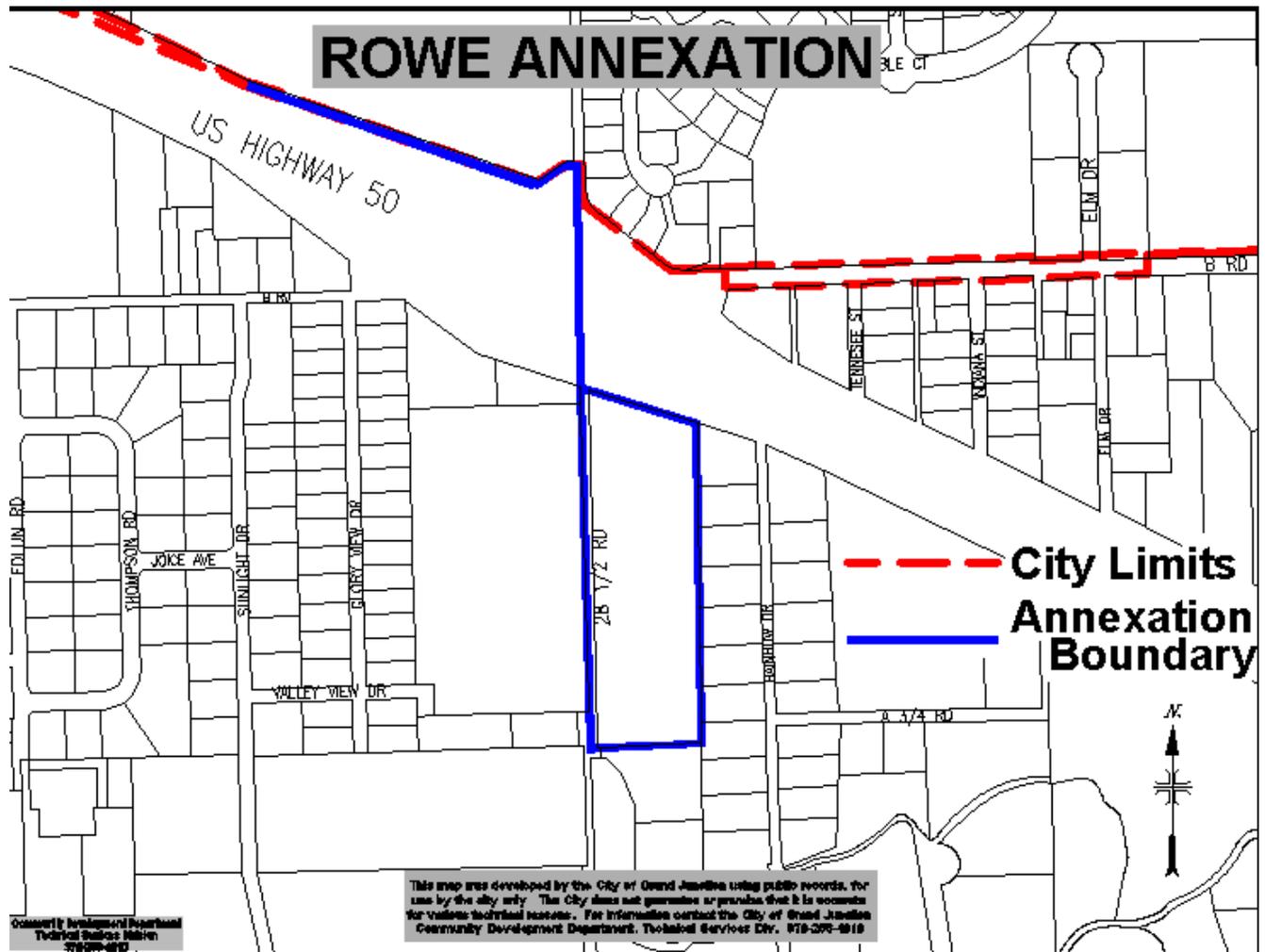
Approval of the Residential Single-Family-4 (RSF-4) zone district for the following reasons:

- RSF-4 zone district meets the recommended land use categories as shown through the Growth Plan, as well as the Growth Plan's goals and policies.
- RSF-4 zone district meets the criteria found in Section 2.6(A) of the Zoning and Development Code.

Attachments:

- Annexation Map
- Zoning Ordinance

H:Projects2002/ANX-2002-223/RoweCityZord1



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE No. \_\_\_\_**

**Ordinance Zoning the Rowe Annexation to  
Residential Single-Family-4 (RSF-4),  
Located at 176 28 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 Rowe Annexation to the **RSF-4** 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 **RSF-4** zone district be established.

The Planning Commission and City Council find that the **RSF-4** 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 RSF-4, Residential Single Family with a density not to exceed 4 units per acre, zone district:

**ROWE ANNEXATION**

A certain parcel of land lying in the South Half (S 1/2) of Section 30, Township 1 South, Range 1 West of the Ute Meridian, and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 31, Township 1 South, Range 1 West of the Ute Meridian, lying in Mesa County, Colorado, being more particularly described as follows:

BEGINNING at the Northwest corner of the NW 1/4 NE 1/4 of said Section 31, and assuming the West line of the NW 1/4 NE 1/4 of said Section 31 bears S 00°00'45" E with all other bearings mentioned herein being relative thereto; thence from said Point

of Beginning, S 00°00'45" E along the West line of the NW 1/4 NE 1/4 of said Section 31 a distance of 1321.23 feet, more or less, to a point being the Southwest corner of the NW 1/4 NE 1/4 of said Section 31; thence N 89°58'49" E, along the South line of the NW 1/4 NE 1/4 of said Section 31, a distance of 330.00 feet; thence N 00°00'45" W along a line 330.00 feet East of and parallel to the West line of the NW 1/4 NE 1/4 of said Section 31, also being the West line of Sharon Heights, as same is recorded in Plat Book 7, Page 18, Public Records of Mesa County, Colorado, a distance of 913.88 feet, more or less, to a point on the Southerly right of way for U.S. Highway 50; thence N 71°05'19" W, along said South right of way, a distance of 347.80 feet; thence N 00°00'45" W along a line 1.00 foot East of and parallel to, the West line of the NW 1/4 NE 1/4 of said Section 31, a distance of 294.51 feet, more or less, to a point on the North line of the NW 1/4 NE 1/4 of said Section 31; thence N00°03'48" E along a line 1.00 foot East of and parallel to the East line of the Southwest Quarter (SW 1/4) of said Section 30, a distance of 333.84 feet to a point on the South line of CHIPETA PINES ANNEXATION NO. 2, having Ordinance No. 3191 as assigned by the City of Grand Junction, Colorado; thence along the South line of said CHIPETA PINES ANNEXATION NO. 2 the following numbered courses:

N 89°56'12" W a distance of 19.60 feet; thence...

S 58°50'01" W a distance of 92.53 feet; thence...

N 69°38'29" W a distance of 22.41 feet; thence...

S 20°21'31" W a distance of 5.00 feet; thence...

N 69°38'29" W a distance of 849.00 feet;

thence departing said South line, S 20°21'31" W a distance of 1.00 feet; thence along a line 1.00 foot South of and parallel to the South line of said CHIPETA PINES

ANNEXATION NO. 2 the following numbered courses:

S 69°38'29" E a distance of 850.00 feet; thence...

N 20°21'31" E a distance of 5.00 feet; thence...

S 69°38'29" E a distance of 21.90 feet; thence...

N 58°50'01" E a distance of 92.73 feet; thence...

S 89°56'12" E a distance of 18.32 feet to a point on the East line of the SW 1/4 of said Section 31;

Thence S 00°03'48" W, along the East line of the SW 1/4 of said Section 31, a distance of 332.84 feet, more or less, to the Point of Beginning.

CONTAINING 7.3892 Acres (321,871.52 Sq. Ft.), more or less, as described.

Housing type, density and bulk standards shall be for the **RSF-4** zone district.

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Introduced on first reading this 18th day of December, 2002.

PASSED and ADOPTED on second reading this \_\_\_ day of January, 2003.

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Mayor

ATTEST:

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City Clerk

**Attach 9**  
**Setting a Hearing for Zoning the Smith Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Zoning the Smith Annexation, located south of 378 Evergreen Road					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 10, 2002			<b>File #</b> ANX-2002-222		
<b>Author</b>	Lisa Gerstenberger		Senior Planner			
<b>Presenter Name</b>	As above		As above			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes	X	No	Name	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>	<b>X</b>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** First reading of the Zoning ordinance to zone the Smith Annexation Residential Single-Family-4 (RSF-4), located south of 378 Evergreen 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:** Smith Annexation, ANX-2002-222.

**SUMMARY:** First reading of the Zoning ordinance to zone the Smith Annexation Residential Single-Family-4 (RSF-4), located at South of 378 Evergreen Road.

BACKGROUND INFORMATION					
<b>Location:</b>		South of 378 Evergreen Road			
<b>Applicant:</b>		Robert and Marvelle Smith, Owner			
<b>Existing Land Use:</b>		Vacant			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Residential			
	<b>South</b>	Vacant			
	<b>East</b>	Vacant			
	<b>West</b>	Residential			
<b>Existing Zoning:</b>		RSF-R (Mesa County)			
<b>Proposed Zoning:</b>		RSF-4 (Residential Single-Family 4, not to exceed 4 units per acre)			
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-2(Mesa County)			
	<b>South</b>	RSF-R (Mesa County)			
	<b>East</b>	RSF-4			
	<b>West</b>	RSF-R (Mesa County)			
<b>Growth Plan Designation:</b>		Residential Medium-Low, 2-4 units per acre			
<b>Zoning within density range?</b>		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 Smith Annexation is the Residential Single-family, 4 units/acre (RSF-4) 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 RSF-4 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 Single-family, 4 units/acre (RSF-4) 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 RSF-4 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-Low, 2-4 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 Single-family, 4 units/acre (RSF-4) 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 Single-Family, 4 dwelling units per acre (RSF-4) 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**

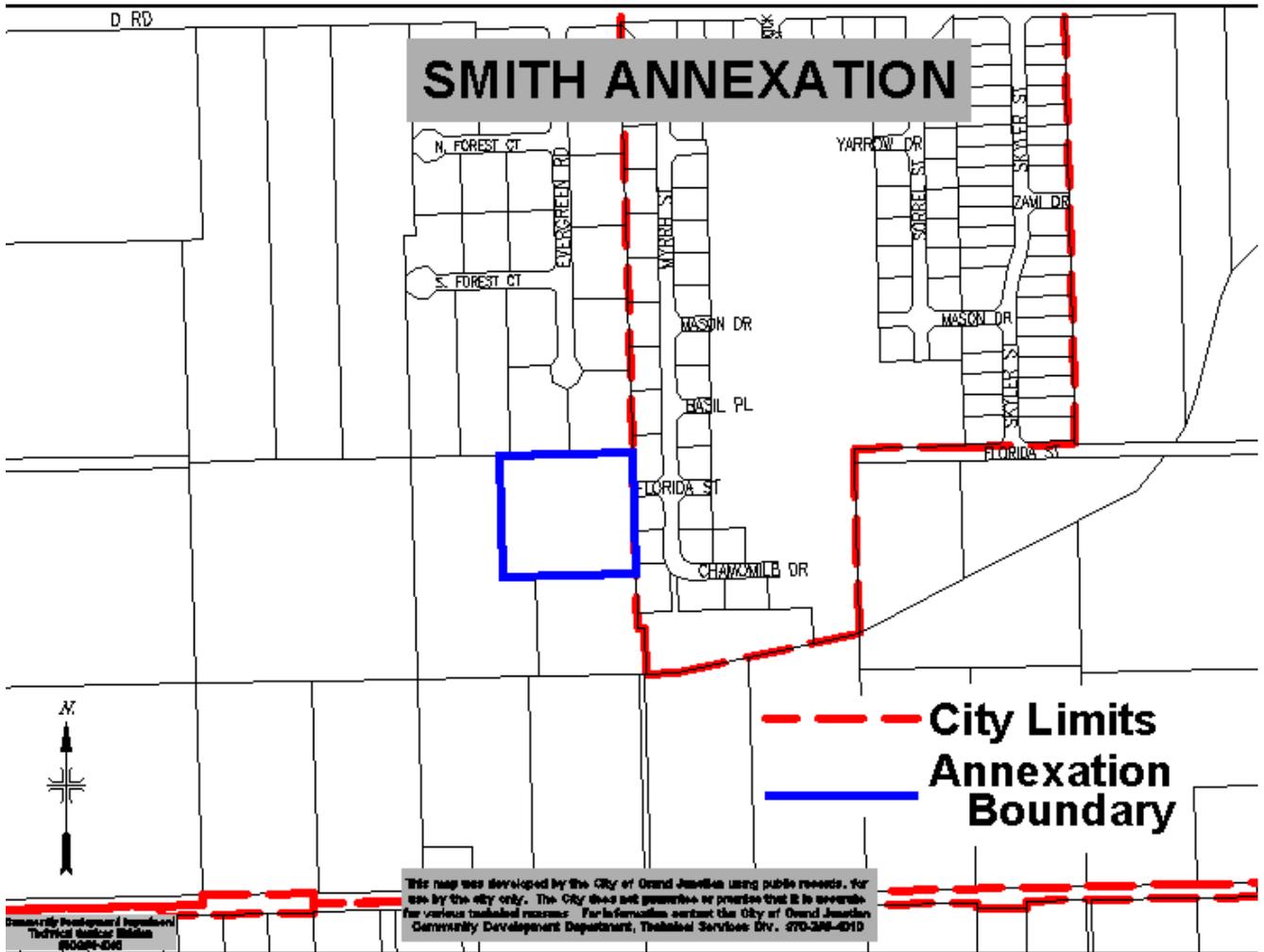
Approval of the Residential Single-Family-4 (RSF-4) zone district for the following reasons:

- RSF-4 zone district meets the recommended land use categories as shown through the Growth Plan, as well as the Growth Plan's goals and policies.
- RSF-4 zone district meets the criteria found in Section 2.6(A) of the Zoning and Development Code.

Attachments:

- Annexation Map
- Zoning Ordinance

H:Projects2002/ANX-2002-222/SmithCityZord1



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE No. \_\_\_\_**

**Ordinance Zoning the Smith Annexation to  
Residential Single-Family-4 (RSF-4),  
Located south of 378 Evergreen 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 Smith Annexation to the **RSF-4** 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 **RSF-4** zone district be established.

The Planning Commission and City Council find that the **RSF-4** 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 RSF-4, Residential Single Family with a density not to exceed 4 units per acre, zone district:

**SMITH ANNEXATION**

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, as described in that certain Warranty Deed recorded in Book 2487, Page 479, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 19, and assuming the East line of the Southeast

Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 19 bears S 00°00'00" E with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, S 00°00'00" E along the East line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 19 a distance of 361.81 feet; thence N 89°35'21" W a distance of 396.09 feet; thence N 00°00'00" E a distance of 361.81 feet to a point on the North line of the South Half of the Northwest Quarter (S 1/2 NW 1/4) of said Section 19, also being the South line of said Plat of Pine Estates Filing No. Two; thence S 89°35'21" E along the South line of said Plat of Pine Estates Filing No. Two, a distance of 396.09 feet, more or less, to the Point of Beginning.

CONTAINING 3.2898 Acres (143,305.64 Square Feet), more or less, as described.

Housing type, density and bulk standards shall be for the **RSF-4** zone district.

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Introduced on first reading this 18th day of December, 2002.

PASSED and ADOPTED on second reading this \_\_\_\_ day of January, 2003.

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Mayor

ATTEST:

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City Clerk

**Attach 10**  
**Setting a Hearing for Rice Annexations #1 and #2**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>							
<b>Subject</b>		Rice Annexations #1 and 2 at 135 Burns Drive					
<b>Meeting Date</b>		December 18, 2002					
<b>Date Prepared</b>		December 9, 2002			File #ANX-2002-214		
<b>Author</b>		Senta Costello		<b>Associate Planner</b>			
<b>Presenter Name</b>		Senta Costello		<b>Associate Planner</b>			
<b>Report results back to Council</b>		X	No		Yes	When	
<b>Citizen Presentation</b>			Yes	X	No	Name	
	Workshop	X	<b>Formal Agenda</b>		X	Consent	<b>Individual Consideration</b>

**Summary:** Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Rice Annexations #1 and 2 located 135 Burns Drive. The 4.8673 acre Rice Annexation is a serial annexation consisting of one parcel of land and a portion of the B Road, 29 ½ Road, 30 Road, Hwy 50, and Burns Drive right-of-way.

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council approve the resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the Rice Annexations #1 and 2 and set a hearing for February 5, 2003.

**Attachments:**

1. Staff Report
2. Annexation Map

3. Resolution of Referral of Petition/Exercising Land Use Immediately
4. Annexation Ordinance

**Background Information:** See attached report.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>135 Burns Drive</b>			
<b>Applicants:</b>		Donald Rice			
<b>Existing Land Use:</b>		<b>Single Family Residential</b>			
<b>Proposed Land Use:</b>		<b>Single Family Residential</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Single Family Residential</b>			
	<b>South</b>	Single Family Residential			
	<b>East</b>	Single Family Residential			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		County RSF-R			
<b>Proposed Zoning:</b>		City RSF-4			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>RSF-R</b>			
	<b>South</b>	RSF-R			
	<b>East</b>	RSF-R			
	<b>West</b>	RSF-R			
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/acre			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of annexing 4.8673 acres of land. Owners of the property have signed a petition for annexation as part of their request to split their property into two lots, pursuant to the 1998 Persigo agreement with Mesa County.

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

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

<b><i>DM SOUTH ANNEXATION SUMMARY</i></b>	
<b>File Number:</b>	ANX-2002-214
<b>Location:</b>	135 Burns Drive
<b>Tax ID Number:</b>	2943-324-07-008
<b>Parcels:</b>	1
<b>Estimated Population:</b>	2
<b># of Parcels (owner occupied):</b>	1
<b># of Dwelling Units:</b>	1
<b>Acres land annexed:</b>	4.8673 acres for annexation area
<b>Developable Acres Remaining:</b>	Approximately .31 acres
<b>Right-of-way in Annexation:</b>	Approximately 3.8873 acres of B Road, 29 ½ Road, 30 Road, Hwy 50, and Burns Drive right-of-way.
<b>Previous County Zoning:</b>	RSF-R
<b>Proposed City Zoning:</b>	RSF-4
<b>Current Land Use:</b>	Single Family Residential
<b>Future Land Use:</b>	Single Family Residential

<b>Values:</b>	<b>Assessed:</b>	= \$7,280
	<b>Actual:</b>	= \$79,580
<b>Census Tract:</b>		80
<b>Address Ranges:</b>		135 Burns Drive
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Orchard Mesa Sanitation
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation:</b>	Orchard Mesa Irrigation District
	<b>School:</b>	District 51

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>December 18, 2002</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>January 14, 2003</b>	Planning Commission considers Zone of Annexation
<b>January 15, 2003</b>	First Reading on Zoning by City Council
<b>February 5, 2003</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>March 9, 2003</b>	Effective date of Annexation and Zoning

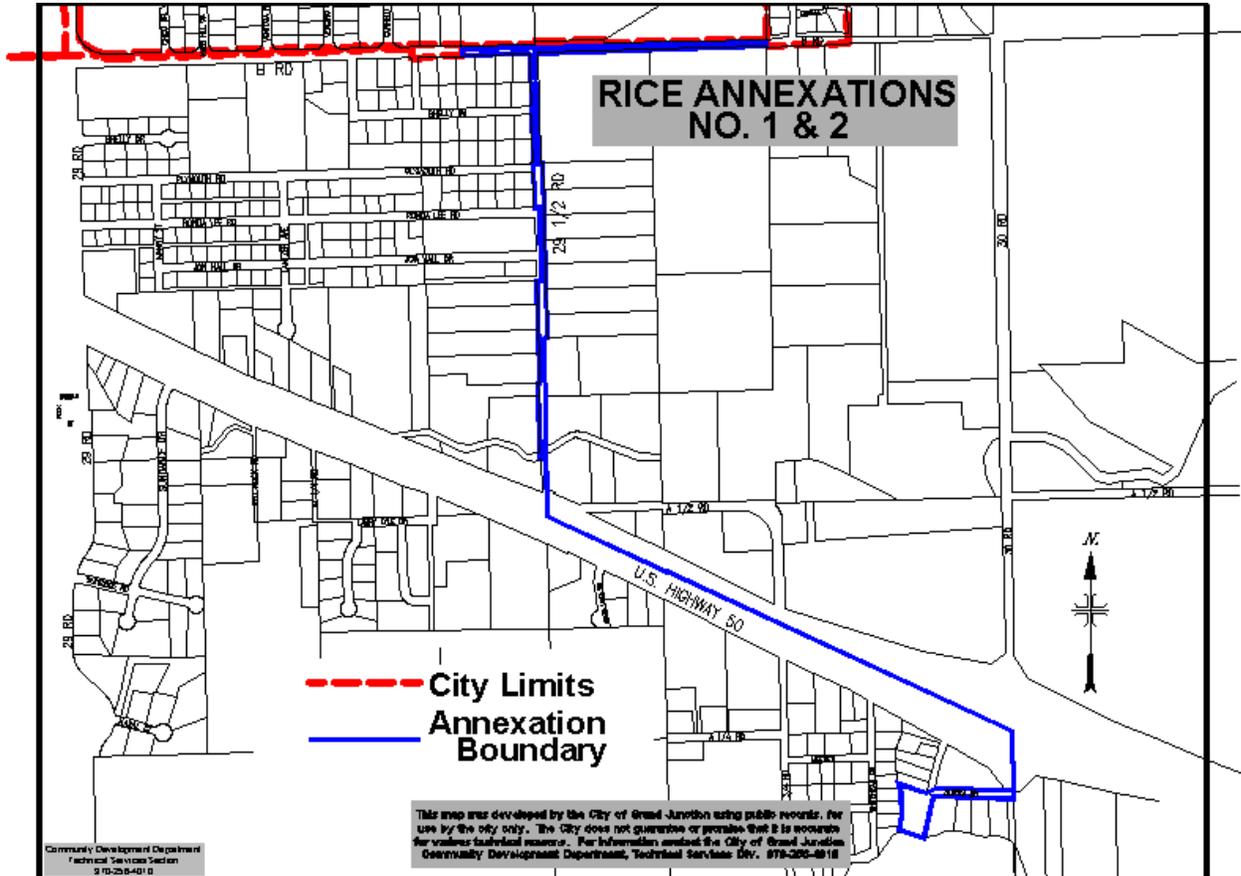
**Action Requested/Recommendation:** It is recommended that City Council approve the Rice Annexation.

Attachments:

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



# ANNEXATION MAP



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

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 18<sup>th</sup> day of December, 2002, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.     -02**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,**

***AND EXERCISING LAND USE CONTROL***

**RICE ANNEXATION LOCATED AT 135 BURNS DRIVE**

A serial annexation comprising Rice Annex #1 and Rice Annex #2 and including a portion of the B Road, 29 ½ Road, 30 Road, Hwy 50, and Burns Drive rights-of-way.

***LOCATED AT 135 BURNS DRIVE***

**WHEREAS**, on the 18th day of December, 2002, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**RICE ANNEXATION #1**

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast Quarter (NE 1/4) of said Section 32 and assuming the West line of the NE 1/4 of said Section 32 bears S 00°02'43" E with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 89°52'02" E along the North line of the NE 1/4 of said Section 32 a distance of 1319.33 feet; thence S 00°11'54" E a distance of 30.00 feet; thence S 89°52'02" W along a line 30.00 feet South of and parallel to the North line of the NE 1/4 of said Section 32, a distance of 1319.21 feet to a point on the West line of the NE 1/4 of said Section 32; thence S 00°02'43" E along the West line of the NE 1/4 of said Section 32 a distance of 629.98 feet; thence N 89°48'18" E a distance of 30.00 feet to a point being the Northwest corner of Lot 1, Country Estates, as same is recorded in Plat Book 11, Page 129, Public Records of Mesa County, Colorado; thence S 00°02'43" E

along the East right of way for 29 1/2 Road, being a line 30.00 feet East of and parallel to, the West line of the NE 1/4 of said Section 32, also being the West line of said Country Estates, a distance of 989.93 feet to a point being the Southwest corner of Lot 7 of said Country Estates; thence S 89°42'52" W a distance of 30.00 feet to a point on the West line of the NE 1/4 of said Section 32; thence S 00°02'43" E along the West line of the NE 1/4 of said Section 32, a distance of 990.01 feet to a point being the Center of said Section 32; thence S 63°44'41" E through the right of way for Highway 50, a distance of 750.00 feet; thence S 26°15'19" W a distance of 2.00 feet; thence N 63°44'41" W a distance of 751.24 feet; thence N 00°02'43" W along a line 2.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, a distance of 331.24 feet; thence S 89°57'17" W a distance of 31.00 feet to a point being the Southeast corner of Lot 2, Replat of Lot 5 Country Home Estates, as same is recorded in Plat Book 13, Page 522, Public Records of Mesa Country, Colorado; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 33.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of said Replat of Lot 5 Country Home Estates, a distance of 406.47 feet; thence N 89°57'17" E, along the North line of said Replat of Lot 5 Country Home Estates, a distance of 3.00 feet to a point being the Southeast corner of Lot 4, Country Home Estates, as same is recorded in Plat Book 12, Page 211, Public Records of Mesa County, Colorado; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 30.00 West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of said Country Home Estates, a distance of 583.46 feet to a point being the Northeast corner of Lot 1 of said Country Home Estates; thence N 89°49'17" E a distance of 30.00 feet to a point on the West line of the NE 1/4 of said Section 32; thence N 00°02'43" W along the West line of the NE 1/4 of said Section 29, a distance of 410.01 feet; thence S 89°51'27" W a distance of 25.00 feet; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 25.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of the Baldwin Subdivision Second Filing, as same is recorded in Plat Book 11, Page 102, Public Records of Mesa County, Colorado, a distance of 859.92 feet to a point being the beginning of a 20.00 foot radius curve, concave Southwest; thence Northwesterly along the arc of said curve, through a central angle of 90°05'57", a distance of 31.45 feet; thence S 89°51'20" W, along the South right of way for B Road, being a line 30.00 feet South of and parallel to, the North line of the Northwest Quarter (NW 1/4) of said Section 32, also being the North line of said Baldwin Subdivision Second Filing, a distance of 366.02 feet; thence N 00°08'40" W a distance of 30.00 feet to a point on the North line of the NW 1/4 of said Section 32; thence N 89°51'18" E along the North line of the NW 1/4 of said Section 32, a distance of 411.10 feet, more or less, to the Point of Beginning.

CONTAINING 3.1399 Acres (136,774.35 Square Feet) more or less, as described.

and,

RICE ANNEXATION NO. 2

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Center of said Section 32 and assuming the West line of the Northeast Quarter (NE 1/4) of said Section 32 bears N 00°02'43" W with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 00°02'43" W along the West line of the NE 1/4 of said Section 32, a distance of 990.01 feet; thence N 89°42'52" E a distance of 2.00 feet; thence S 00°02'43" E along a line 2.00 feet East of and parallel to, the West line of the NE 1/4 of said Section 32, a distance of 998.78 feet; thence S 63°44'41" E a distance of 2918.61 feet, more or less, to a point on the East line of the Southeast Quarter (SE 1/4) of said Section 32; thence S 00°14'18" W along the East line of the SE 1/4 of said Section 32, a distance of 391.09 feet; thence N 86°30'42" W along the South line, and the Easterly extension thereof, of Burns Drive, as shown on the Replat of Burns Subdivision, recorded in Plat Book 9, Page 45, Public Records of Mesa County, Colorado, a distance of 461.29 feet, more or less, to a point being the Northeast corner of Lot 8, said Replat of Burns Subdivision, being common with the Northwest corner of Lot 9 of said Replat of Burns Subdivision; thence traversing the boundary of said Lot 8 by the following eight (8) courses:

- 1.) S 14°26'18" W along the East line of said Lot 8, a distance of 239.12 feet; thence...
- 2.) N 70°51'42" W along the South line of said Lot 8, a distance of 146.80 feet; thence...
- 3.) N 03°50'18" E a distance of 68.90 feet; thence...
- 4.) N 11°43'18" E a distance of 51.02 feet; thence...
- 5.) N 05°17'42" W a distance of 50.23 feet; thence...
- 6.) N 00°24'18" E a distance of 50.00 feet; thence...
- 7.) N 16°18'16" W a distance of 52.10 feet to a point being the Northwest corner of said Lot 8; thence...
- 8.) S 70°04'35" E a distance of 177.93 feet to a point being the Southeast corner of Lot 7, Block 7 of said Burns Subdivision;

thence N 62°37'54" E a distance of 53.66 feet to a point being the Southwest corner of Lot 1, Block 7 of said Burns Subdivision; thence S 86°30'42" E along the North line and its Easterly extension of said Burns Drive, a distance of 446.78 feet; thence N 00°14'18" E a distance of 339.64 feet; thence N 63°44'41" E a distance of 2918.60 feet, more or less, to the Point of Beginning.

CONTAINING 1.7278 Acres (75,262.35 Square Feet), more or less, as described.

and,

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

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

1. That a hearing will be held on the 18th day of December, 2002, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
  
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

**ADOPTED** this 18<sup>th</sup> day of December, 2002.

Attest:

---

President of the Council

City Clerk

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

---

City Clerk

<i><b>PUBLISHED</b></i>
<b>December 20, 2002</b>
<b>December 27, 2002</b>
<b>January 3, 2003</b>
<b>January 10, 2003</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**RICE ANNEXATION #1**

**APPROXIMATELY 3.1399 ACRES**

**LOCATED NEAR 135 BURNS DRIVE WITHIN THE B ROAD AND 29 ½ ROAD  
RIGHTS-OF-WAY**

**WHEREAS**, on the 18th day of December, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 15th day of January 2003; and

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

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

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

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast Quarter (NE 1/4) of said Section 32 and assuming the West line of the NE 1/4 of said Section 32 bears S 00°02'43" E with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 89°52'02" E along the North line of the NE 1/4 of said Section 32 a distance of 1319.33 feet; thence S 00°11'54" E a distance of 30.00 feet; thence S 89°52'02" W along a line 30.00 feet South of and parallel to the North line of the NE 1/4

of said Section 32, a distance of 1319.21 feet to a point on the West line of the NE 1/4 of said Section 32; thence S 00°02'43" E along the West line of the NE 1/4 of said Section 32 a distance of 629.98 feet; thence N 89°48'18" E a distance of 30.00 feet to a point being the Northwest corner of Lot 1, Country Estates, as same is recorded in Plat Book 11, Page 129, Public Records of Mesa County, Colorado; thence S 00°02'43" E along the East right of way for 29 1/2 Road, being a line 30.00 feet East of and parallel to, the West line of the NE 1/4 of said Section 32, also being the West line of said Country Estates, a distance of 989.93 feet to a point being the Southwest corner of Lot 7 of said Country Estates; thence S 89°42'52" W a distance of 30.00 feet to a point on the West line of the NE 1/4 of said Section 32; thence S 00°02'43" E along the West line of the NE 1/4 of said Section 32, a distance of 990.01 feet to a point being the Center of said Section 32; thence S 63°44'41" E through the right of way for Highway 50, a distance of 750.00 feet; thence S 26°15'19" W a distance of 2.00 feet; thence N 63°44'41" W a distance of 751.24 feet; thence N 00°02'43" W along a line 2.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, a distance of 331.24 feet; thence S 89°57'17" W a distance of 31.00 feet to a point being the Southeast corner of Lot 2, Replat of Lot 5 Country Home Estates, as same is recorded in Plat Book 13, Page 522, Public Records of Mesa County, Colorado; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 33.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of said Replat of Lot 5 Country Home Estates, a distance of 406.47 feet; thence N 89°57'17" E, along the North line of said Replat of Lot 5 Country Home Estates, a distance of 3.00 feet to a point being the Southeast corner of Lot 4, Country Home Estates, as same is recorded in Plat Book 12, Page 211, Public Records of Mesa County, Colorado; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 30.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of said Country Home Estates, a distance of 583.46 feet to a point being the Northeast corner of Lot 1 of said Country Home Estates; thence N 89°49'17" E a distance of 30.00 feet to a point on the West line of the NE 1/4 of said Section 32; thence N 00°02'43" W along the West line of the NE 1/4 of said Section 29, a distance of 410.01 feet; thence S 89°51'27" W a distance of 25.00 feet; thence N 00°02'43" W along the West right of way for 29 1/2 Road, being a line 25.00 feet West of and parallel to, the West line of the NE 1/4 of said Section 32, also being the East line of the Baldwin Subdivision Second Filing, as same is recorded in Plat Book 11, Page 102, Public Records of Mesa County, Colorado, a distance of 859.92 feet to a point being the beginning of a 20.00 foot radius curve, concave Southwest; thence Northwesterly along the arc of said curve, through a central angle of 90°05'57", a distance of 31.45 feet; thence S 89°51'20" W, along the South right of way for B Road, being a line 30.00 feet South of and parallel to, the North line of the Northwest Quarter (NW 1/4) of said Section 32, also being the North line of said Baldwin Subdivision Second Filing, a distance of 366.02 feet; thence N 00°08'40" W a distance of 30.00 feet to a point on the North line of the NW 1/4 of said Section 32; thence N 89°51'18" E along the North line of the NW 1/4 of said Section 32, a distance of 411.10 feet, more or less, to the Point of Beginning.

CONTAINING 3.1399 Acres (136,774.35 Square Feet) more or less, as described.

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

**INTRODUCED** on first reading on the 18<sup>th</sup> day of December, 2002.

**ADOPTED** and ordered published this \_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**RICE ANNEXATION #2**

**APPROXIMATELY 1.7278 ACRES**

**LOCATED AT 135 BURNS DRIVE AND INCLUDES A PORTION OF 29 ½ ROAD, 30  
ROAD, HWY 50, AND BURNS DRIVE RIGHTS-OF-WAY**

**WHEREAS**, on the 18th day of December, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 15th day of January, 2003; and

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

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

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

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Center of said Section 32 and assuming the West line of the Northeast Quarter (NE 1/4) of said Section 32 bears N 00°02'43" W with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 00°02'43" W along the West line of the NE 1/4 of said Section 32, a distance of 990.01 feet; thence N 89°42'52" E a distance of 2.00 feet; thence S 00°02'43" E along a line 2.00 feet East of and parallel to, the West line of the NE 1/4 of said Section 32, a

distance of 998.78 feet; thence S 63°44'41" E a distance of 2918.61 feet, more or less, to a point on the East line of the Southeast Quarter (SE 1/4) of said Section 32; thence S 00°14'18" W along the East line of the SE 1/4 of said Section 32, a distance of 391.09 feet; thence N 86°30'42" W along the South line, and the Easterly extension thereof, of Burns Drive, as shown on the Replat of Burns Subdivision, recorded in Plat Book 9, Page 45, Public Records of Mesa County, Colorado, a distance of 461.29 feet, more or less, to a point being the Northeast corner of Lot 8, said Replat of Burns Subdivision, being common with the Northwest corner of Lot 9 of said Replat of Burns Subdivision; thence traversing the boundary of said Lot 8 by the following eight (8) courses:

- 1.) S 14°26'18" W along the East line of said Lot 8, a distance of 239.12 feet; thence...
- 2.) N 70°51'42" W along the South line of said Lot 8, a distance of 146.80 feet; thence...
- 3.) N 03°50'18" E a distance of 68.90 feet; thence...
- 4.) N 11°43'18" E a distance of 51.02 feet; thence...
- 5.) N 05°17'42" W a distance of 50.23 feet; thence...
- 6.) N 00°24'18" E a distance of 50.00 feet; thence...
- 7.) N 16°18'16" W a distance of 52.10 feet to a point being the Northwest corner of said Lot 8; thence...
- 8.) S 70°04'35" E a distance of 177.93 feet to a point being the Southeast corner of Lot 7, Block 7 of said Burns Subdivision;

thence N 62°37'54" E a distance of 53.66 feet to a point being the Southwest corner of Lot 1, Block 7 of said Burns Subdivision; thence S 86°30'42" E along the North line and its Easterly extension of said Burns Drive, a distance of 446.78 feet; thence N 00°14'18" E a distance of 339.64 feet; thence N 63°44'41" E a distance of 2918.60 feet, more or less, to the Point of Beginning.

CONTAINING 1.7278 Acres (75,262.35 Square Feet), more or less, as described.

**INTRODUCED** on first reading on the 18<sup>th</sup> day of December, 2002.

**ADOPTED** and ordered published this \_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

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

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

**Attach 11**  
**Setting a Hearing for the King Rezone**

**CITY COUNCIL AGENDA**  
**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>						
<b>Subject:</b>	<b>King Rezone at 2610 Kelley Drive</b>					
<b>Meeting Date:</b>	<b>December 18</b>					
<b>Date Prepared:</b>	<b>December 16, 2011</b>			<b>File #RZ-2002-208</b>		
<b>Author:</b>	<b>Senta Costello</b>		<b>Associate Planner</b>			
<b>Presenter Name:</b>	<b>Senta Costello</b>		<b>Associate Planner</b>			
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>
<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>Name</b>
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>
						<b>Individual Consideration</b>

**Summary:** Petitioner is requesting to rezone a 3.28 acre lot from RSF-R (Residential Single Family – Rural – 1 unit/5 acres) to RSF-1 (Residential Single Family not to exceed 1 units/acre).

**Budget:** N/A

**Action Requested/Recommendation:** First reading of the ordinance and scheduling of the public hearing and second reading on January 15 2003.

**Attachments:**

1. Staff Report
2. Applicant’s Response to Rezone Criteria
3. Vicinity Map
4. Zoning Ordinance

**Background Information:** See attached report.

BACKGROUND INFORMATION				
<b>Location:</b>		2610 Kelley Drive		
<b>Applicants:</b>		Vernon & Christine King		
<b>Existing Land Use:</b>		Single Family Residential		
<b>Proposed Land Use:</b>		Single Family Residential		
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential		
	<b>South</b>	Single Family Residential		
	<b>East</b>	Single Family Residential		
	<b>West</b>	Single Family Residential		
<b>Existing Zoning:</b>		RSF-R (Residential Single Family – Rural 1 unit/5 acres)		
<b>Proposed Zoning:</b>		RSF-1 (Residential Single Family 1 unit/acre)		
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-R (Residential Single Family – Rural 1 unit/5 acres)		
	<b>South</b>	RSF-R (Residential Single Family – Rural 1 unit/5 acres)		
	<b>East</b>	RSF-R (Residential Single Family – Rural 1 unit/5 acres)		
	<b>West</b>	RSF-1 (Residential Single Family 1 unit/acre)		
<b>Growth Plan Designation:</b>		Residential Low - ½ - 2 acres/unit		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

**Project Analysis:**

The property located at 2610 Kelley Drive is currently zoned RSF-R (Residential Single Family – Rural – 1 unit/5 acres). The property was zoned at the time of annexation with the same zoning designation that the property had in the County. The RSF-R zone district has a minimum lot size of 5 acres. The property does not meet the minimum requirements for the RSF-R zone district with only 3.28 acres. The existing garage on the property also sits within the 50’ side-yard setback required for this zone district. With the RSF-1 zone district the property and all structures meet the Code requirements for the proposed RSF-1 zone district.

**Rezoning Criteria:**

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:

Please see attachment “2” for the applicant’s response to these criteria.

1. The existing zoning was in error at the time of adoption;
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;
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;
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
7. The community or neighborhood will benefit from the proposed zone.

Staff agrees with the applicant's responses to the rezone criteria.

**Findings and Conclusions:**

- The zoning is consistent with the goals and policies of the Growth Plan
- Proposed zoning is consistent with adjacent zoning.
- Findings required by Section 2.6 of the Zoning and Development Code have been made.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested zoning to the City Council.

**Action Requested/Recommendation:** It is recommended that City Council set a hearing for January 15, 2003 for the zone amendment from RSF-R (Residential Single Family – Rural 1 unit/5 acres) district to the RSF-1 (Residential Single Family 1 unit/acre) district.

# King Property Rezone 2610 Kelley Drive General Project Report

## Project Overview

Dr. Vernon and Chris King, the petitioners, are seeking to rezone their 3.28 acre property at 2610 Kelly Drive from RSF-R to RSF-1. In 2000, this property was annexed into the City of Grand Junction and zoned RSF-R.

The minimum requirements of the RSF-R zoning is 5 acre lots with 20' front yard setback and 50' side yard setback. This existing lot failed to meet either of these criteria, being 3.28 acres in size and having a garage which encroaches into the side yard setback by more than 13 feet.

The proposed RSF-1 zone fits this existing lot within its parameters with minimum lot size of 2 acres and side yard setbacks of 15 feet. This rezone would then enable Dr. & Mrs. King to plan improvements to their home with the confidence that this encroachment would not be an obstacle.

## Rezone Criteria

1. **The existing zoning was in error at the time of adoption.** The RSF-R zone assigned to the property at the time of annexation was in error as the RSF-R zone is for 5+-acre parcels. The King's property is 3.28 acres.
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 character of the neighborhood has not changed nor will it change with this rezone. It was the recent rezone, at the time of annexation, of the property that has conflicted with the existing parcels and their existing improvements.
3. **The proposed rezone is compatible with the neighborhood and will not create adverse impacts:** The property adjacent on the West boundary of the King property is zoned RSF-1. Similarly, the property at the Northwest corner of the King property is zoned RSF-1. The remaining adjoining properties are RSF-R. In addition, two properties southwest on Kelly Drive are RSF-1.

On Wednesday August 28, 2002, the Kings held a neighborhood meeting to discuss their rezone and future plans. A representative from the City was in attendance as well as 1 neighbor who had no objections. In addition, several neighbors sent written letters of support to the Kings. This meeting was announced and held in accordance to the City's instructions for neighborhood meetings. A copy of the mailing list as well as the letters received is part of this submittal.

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

5. **Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development:** There are no impacts to public facilities and services associated with this rezone request.
6. **There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs:** Not applicable.
7. **The community or neighborhood will benefit from the proposed zone:** Yes, as I am sure the King's will have many pool parties!!



CITY OF GRAND JUNCTION, COLORADO  
Ordinance No. \_\_\_\_\_  
ZONING THE KING PROPERTY LOCATED  
AT 2610 KELLEY DRIVE TO RSF-1

Recitals.

The Grand Junction Planning Commission, at its December 17, 2002 hearing, recommended approval of the rezone request from the RSF-R district to the RSF-1 district.

A rezone from the RSF-R (Residential Single Family – Rural 1 unit/5 acres) district to the RSF-1 (Residential Single Family not to exceed 1 units/acre) district has been requested for the property located at 2610 Kelley Drive. The City Council finds that the request meets the goals and policies and future land use set forth by the *Growth Plan* (Residential Low ½ - 2 acres/unit). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL (S) DESCRIBED BELOW IS HEREBY ZONED TO THE RSF-1 (RESIDENTIAL SINGLE FAMILY NOT TO EXCEED 1 UNITS/ACRE) DISTRICT:

**Parcel No. 1:** BEG at a pt. from when the NW COR of SEC 35, T1N, R1W of the UM bears N62°54'W 744.9 ft.; thence W324.95 ft.; thence S25°55'E 176.5 ft.; thence S52°09'W 43.31 ft.; thence S14°31'E 355.84 ft., to a pt. on the North line of Kelley Drive; thence along said North line of Kelley Drive N59°41'E 114.42 ft. to a pt. on the cul-de-sac of Sunny Knoll Subdivision; thence 71.51 ft. along the arc of a 50 ft. radius curve to the right with a central angle of 81°56'30", a chord which bears North 40°03'18"E 131.08 ft.; thence N7°53'45"W 338.13 ft. to the POB. **Parcel No. 2:** A parcel of land located in the NW1/4 of the NW1/4 of SEC 35, T1N, R1W of the UM, being more particularly described as follows: Commencing as a pt. of reference at the NW COR of said SEC 35, said monument being a Mesa County Surveyors Monument, from whence the N1/4 COR, said 1/4 COR also being a Mesa County Surveyors Monument, bears S89°55'00"E a DIS of 2631.25 ft.; thence S38°46'40"E 977.29 ft. to a pt. on the right of way of Kelley Drive, said pt. being the POB; thence along an existing boundary line N48°00'24"E 349.76 ft.; thence S35°11'02"W 224.29ft.; thence S48°35'17"W 109.48 ft. to the ROW of said Kelley Drive; thence along said ROW 56.13 ft. along the arc of a curve concave to theSW, having radius of 50 ft., a central angle of 64°19'11" and a chord bearing N65°53'19"W a DIS of 53.23 ft. to the POB.

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

PASSED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

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

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

**Attach 12**

**Setting a Hearing for Zoning the Dettmer II No. 2 and No. 3 Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Zoning the Dettmer II No. 2 and No. 3 Annexation Located at 2918, 2924 and 2926 D-1/2 Road						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 10, 2002			File: ANX-2002-221			
<b>Author</b>	Kristen Ashbeck		Senior Planner				
<b>Presenter Name</b>	Kristen Ashbeck		Senior Planner				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>	X	<b>Consent</b>		<b>Individual Consideration</b>

**Summary:** The Dettmer II No. 2 and No. 3 Annexation consists of three parcels, totaling 2.95 acres located at 2918, 2924 and 2926 D-1/2 Road. The petitioner is requesting a zone of Residential Single Family 4 units per acre (RSF-4), which will conform to the Growth Plan Future Land Use Map that shows this area as Residential Medium Low with a density range of 2 to 4 units per acre.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt the ordinance zoning the Dettmer II No. 2 and No. 3 Annexation and set a hearing for January 15, 2003.

**Attachments:**

1. Background Information/Staff Analysis
2. Annexation Map
3. Existing Zoning Map
4. Zoning Ordinance

DETTMER II ANNEXATION BACKGROUND INFORMATION					
<b>Location</b>		2918, 2924 and 2926 D-1/2 Road			
<b>Applicant</b>		Warren Dettmer			
<b>Existing Land Use</b>		Single Family Residence (2918) and Vacant (2924 and 2926)			
<b>Proposed Land Use</b>		Single Family Residential			
<b>Surrounding Land Use</b>	<b>North</b>	Vacant			
	<b>South</b>	Large Lot Single Family Residential			
	<b>East</b>	Vacant			
	<b>West</b>	Single Family Residence			
<b>Existing Zoning (Mesa County)</b>		Industrial (I-2)			
<b>Proposed Zoning</b>		RSF-4			
<b>Surrounding Zoning</b>	<b>North</b>	I-2 (Mesa County)			
	<b>South</b>	RSF-R (Mesa County)			
	<b>East</b>	I-2 (Mesa County)			
	<b>West</b>	RSF-4 (City)			
<b>Growth Plan Designation</b>		Residential Medium Low – 2 to 4 units per acre			
<b>Zoning within density range?</b>		X	<b>Yes</b>		<b>No</b>

**STAFF ANALYSIS**

This annexation area consists of three parcels of land located at 2918, 2924 and 2926 D-1/2 Road. The property owner has requested annexation into the City as the result of proposing to rezone the property so that the existing single family residence and vacant land with potential for residential use conform to the zoning. Residential use is presently not allowed within the County Industrial zoning.

State law requires the City to zone newly annexed areas within 90 days of the annexation. Under the 1998 Persigo Agreement with Mesa County, the City is allowed to zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City’s Growth Plan Future Land Use Map. This proposed zoning of RSF-4 conforms to the City Future Land Use Map which designates this

property Residential Medium Low with a density range of 2 to 4 dwelling units per acre. The property to the west was recently annexed and zoned RSF-4 by the same owner for the same purpose.

#### RSF-4 ZONE DISTRICT

- This property is currently zoned Industrial (I-2) in Mesa County, which does not conform to the Growth Plan Future Land Use Map.
- The proposed RSF-4 zone district conforms to the densities of the Future Land Use Map of 2 to 4 units per acre.
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.

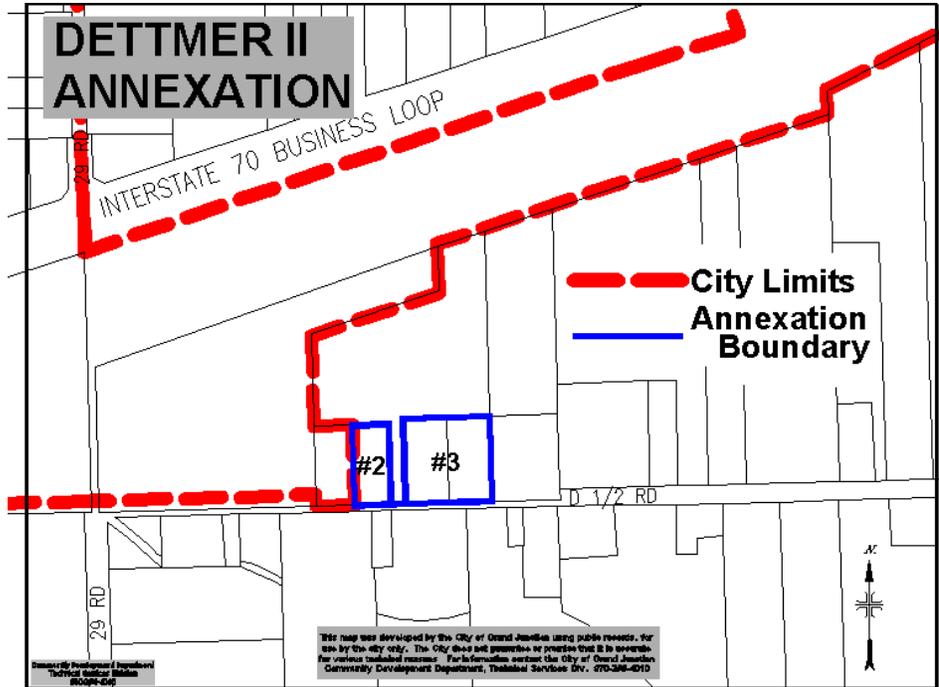
#### **Zoning and Development Code Criteria.**

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

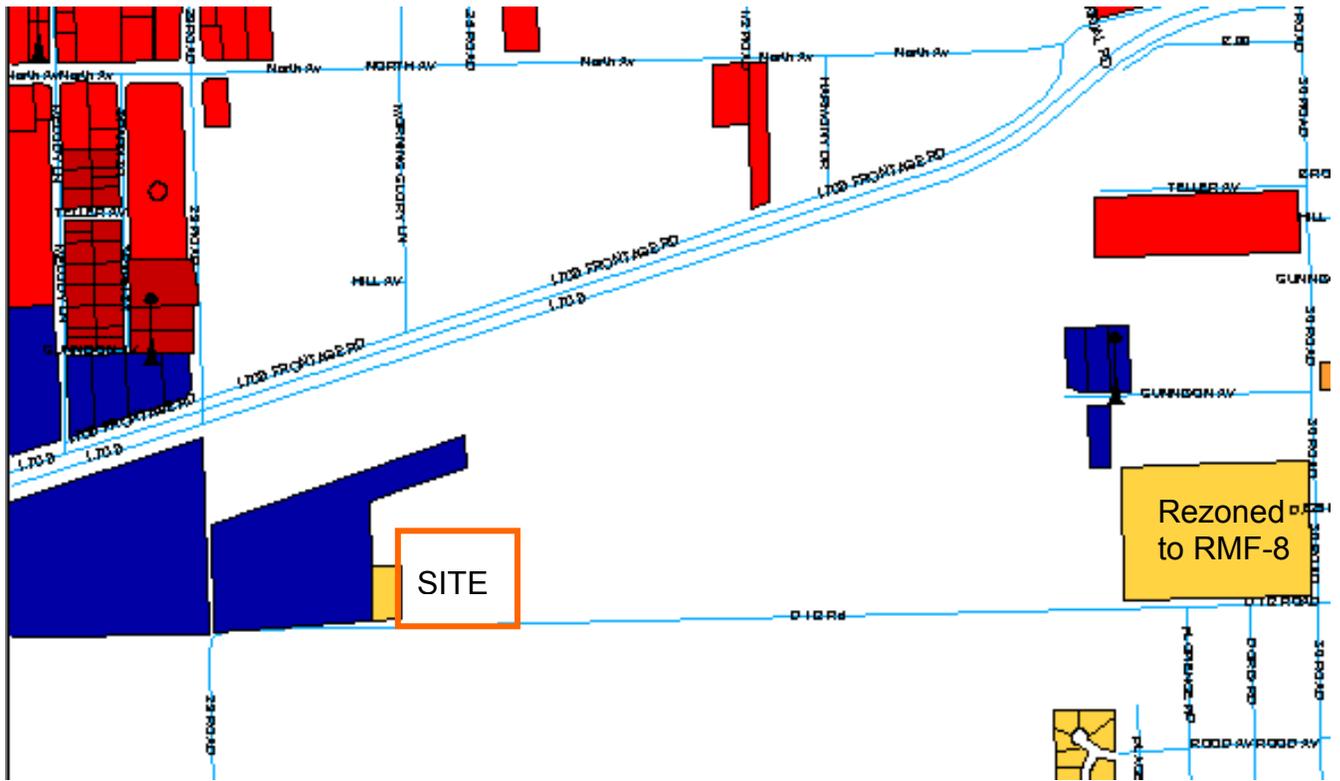
Section 2.6: Approval Criteria. In order to maintain internal consistency between this code and the Zoning Maps, map amendments must only occur if:

1. The existing zoning was in error at the time of adoption;
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines;
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
7. The community or neighborhood will benefit from the proposed zone.

**PLANNING COMMISSION RECOMMENDATION:** Planning Commission will make a recommendation to Council on this item at its December 17, 2002 meeting.



## EXISTING ZONING MAP



**CITY ZONING  
COUNTY ZONING**

- Red = C1
- Dark Red = C2
- Dark Blue = I2
- PD (no plan)
- Gold = RSF-4 except as noted

**SURROUNDING**

- North – RSF-R
- East – I and RSF-R
- South – RSF-R and

**CITY OF GRAND JUNCTION, COLORADO**  
**ORDINANCE No. \_\_\_\_\_**

**An Ordinance Zoning the Dettmer II No. 2 and No. 3 Annexation**  
**Residential Single Family with a Maximum Density of 4 units per acre (RSF-4)**  
**Located at 2918. 2924 and 2926 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 applying an RSF-4 zone district to this annexation.

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

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by conforming to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING PROPERTY SHALL BE ZONED THE RESIDENTIAL SINGLE FAMILY 4 UNITS PER ACRE (RSF-4) ZONE DISTRICT:

**Dettmer II No. 2 Annexation**

A certain parcel of land lying in the South half of the Northwest Quarter (S 1/2 NW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 17, and considering the South line of the SW 1/4 NW 1/4 of said Section 17 to bear N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 90°00'00" W along the South line of the SW 1/4 NW 1/4 of said Section 17 a distance of 395.00 feet; thence N 00°00'00" E a distance of 291.96 feet; thence S 90°00'00" E a distance of 130.00 feet; thence S 00°00'00" W a distance of 280.96 feet; thence N 90°00'00" E, along a line 1.00 foot North of and parallel to the South line of the SW 1/4 NW 1/4 of said Section 17, a distance of 265.00 feet; thence S 89°59'32" E, along a line 1.00 foot North of and parallel to the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 17, a distance of 92.50 feet; thence S 00°00'00" W a distance of 1.00 feet to a point on the South line of the SE 1/4 NW 1/4 of

said Section 17; thence N 89°59'32" W, along the South line of the SE 1/4 NW 1/4 of said Section 17, a distance of 92.50 feet, more or less, to the Point of Beginning.

CONTAINING 0.8496 Acres (37,012.16 Sq. Ft.), more or less, as described.

**Dettmer II No. 3 Annexation**

A certain parcel of land lying in the South half of the Northwest Quarter (S 1/2 NW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 17, and considering the South line of the SW 1/4 NW 1/4 of said Section 17 to bear N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Commencement, N 90°00'00" W along the South line of the SW 1/4 NW 1/4 of said Section 17, a distance of 213.00 feet; thence N 00°00'00" E a distance of 1.00 feet to a point being the POINT OF BEGINNING; thence, from said Point of Beginning, N 00°00'00" E a distance of 299.00 feet; thence S 90°00'00" E a distance of 305.50 feet; thence S 00°00'00" W a distance of 299.00 feet; thence N 89°59'32" W, along a line 1.00 foot North of and parallel to the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 17, a distance of 92.50 feet; thence N 90°00'00" W along a line 1.00 foot North of and parallel to the South line of the SW 1/4 NW 1/4 of said Section 17, a distance of 213.00 feet, more or less, to the Point of Beginning.

CONTAINING 2.0970 Acres (91,344.50 Sq. Ft.), more or less, as described.

INTRODUCED on first reading this 18<sup>th</sup> day of December 2002.

PASSED and ADOPTED on second reading this 15<sup>th</sup> day of January, 2003.

\_\_\_\_\_

Mayor

ATTEST:

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

**Attach 13**

**Setting a Hearing on Siena View No. 1 and No. 2 Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Siena View Annexations No. 1 and No. 2, Located at 2945 D ½ Road						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 12, 2002				<b>File #</b> ANX-2002-228		
<b>Author</b>	Lori V. Bowers			Senior Planner			
<b>Presenter Name</b>	Lori V. Bowers			Senior Planner			
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>		
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Siena View Annexation, a serial annexation comprised of 4.6 acres, located at 2945 D ½ Road, has presented a petition for annexation as part of a preliminary plan. The applicants request approval of the Resolution referring the annexation petition, first reading of the Annexation Ordinance, and requesting Land Use Jurisdiction immediately.

**Budget:** N/A

**Action Requested/Recommendation:** Approval of the Resolution referring the annexation petition, first reading of the Annexation Ordinance and exercise Land Use Jurisdiction immediately, and setting a hearing for February 5<sup>th</sup> 2003.

**Attachments:**

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

5. Annexation Ordinances

**Background Information:** Please see attached Staff Report

<i>STAFF REPORT / BACKGROUND INFORMATION</i>					
<b>Location:</b>		2945 D ½ Road			
<b>Applicant:</b>		G D Builders Inc., Eric Daugherty, Owner Mark Austin, RG Consulting Eng., Representative			
<b>Existing Land Use:</b>		Single Family Residence			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Residential & vacant land			
	<b>South</b>	Vacant land			
	<b>East</b>	Residential & vacant land			
	<b>West</b>	Residential & vacant land			
<b>Existing Zoning:</b>		RSF-R (Mesa County)			
<b>Proposed Zoning:</b>		RMF-8 (Residential Multi-family, not to exceed 8 dwelling units per acre)			
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-R Mesa County (rural, 5 acre)			
	<b>South</b>	PUD Mesa County (1984, PR-12)			
	<b>East</b>	RSF-E Mesa County (estate, 2 acre)			
	<b>West</b>	RSF-E Mesa County (estate, 2 acre)			
<b>Growth Plan Designation:</b>		Residential medium, 4 to 8 units per acre			
<b>Zoning within density range?</b>		X	<b>Yes</b>		<b>No</b>

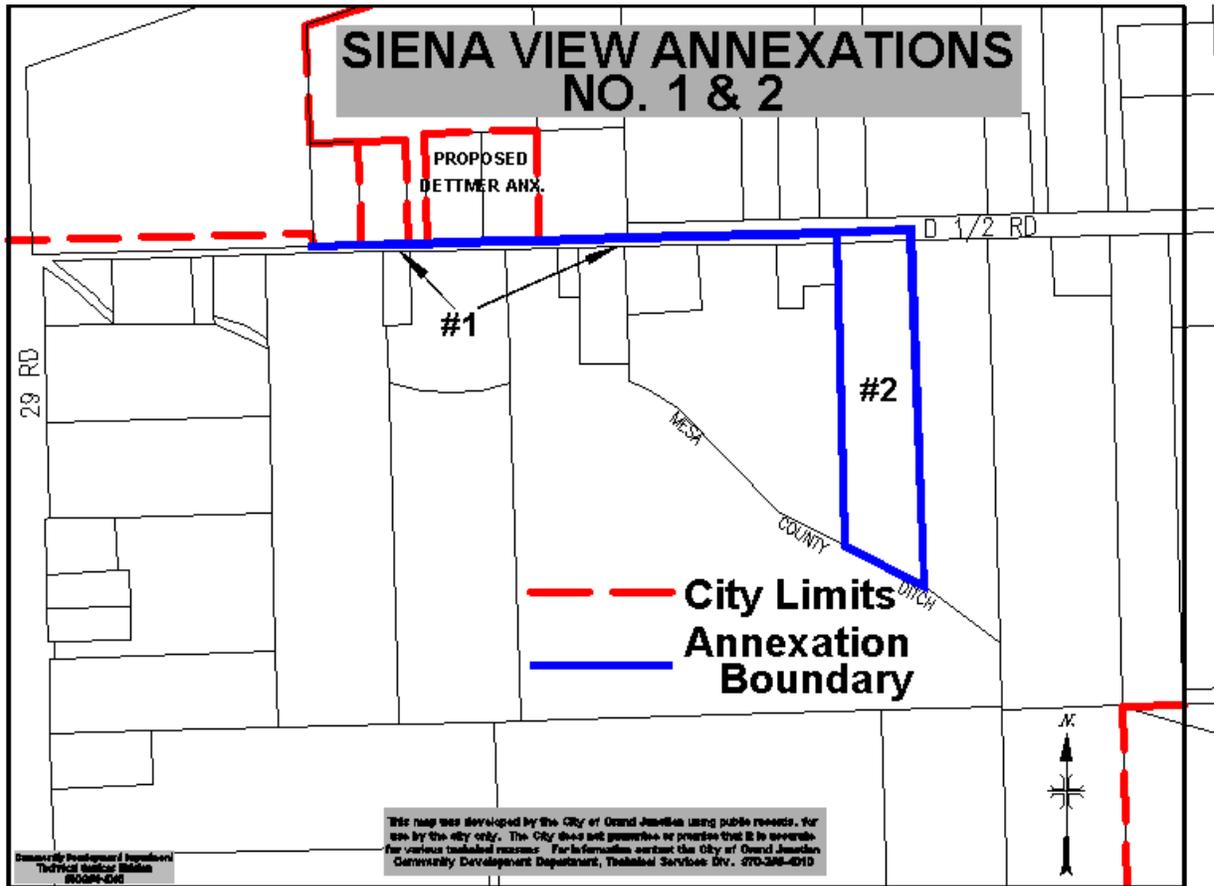
**Annexation:**

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

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

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>Dec 18<sup>th</sup></b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>Jan 14<sup>th</sup></b>	Planning Commission considers Zone of Annexation
<b>Jan 15<sup>th</sup></b>	First Reading on Zoning by City Council
<b>Feb 5<sup>th</sup></b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>March 9<sup>th</sup></b>	Effective date of Annexation and Zoning



**SIENA VIEW ANNEXATION**

<b>File Number:</b>	<b>ANX-2002-228</b>	
<b>Location:</b>	<b>2945 D ½ Road</b>	
<b>Tax ID Numbers:</b>	<b>2943-173-00-204</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>0</b>	
<b># of Dwelling Units:</b>	<b>1 (to be removed)</b>	
<b>Acres land annexed:</b>	<b>4.6 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>0 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>1,113 linear feet along D ½ Road</b>	
<b>Previous County Zoning:</b>	<b>RSF-R (County)</b>	
<b>Proposed City Zoning:</b>	<b>(RSF-8) Residential Multi-Family, not to exceed 8 dwelling units per acre</b>	
<b>Current Land Use:</b>	<b>Vacant land / manufactured home</b>	
<b>Future Land Use:</b>	<b>Residential</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 3,070</b>
	<b>Actual:</b>	<b>= \$ 33,560</b>
<b>Census Tract:</b>	<b>8</b>	
<b>Address Ranges:</b>	<b>None</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water</b>
	<b>Sewer:</b>	<b>Central Grand Valley</b>
	<b>Fire:</b>	<b>Grand Junction Rural Fire</b>
		<b>Grand Junction Drainage District</b>
	<b>Drainage:</b>	
	<b>School:</b>	<b>District 51</b>
<b>Pest:</b>	<b>none</b>	

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

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 18th day of December, 2002, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION AND EXERCISING LAND USE  
CONTROL,  
SIENA VIEW ANNEXATION NO. 1  
AND  
SIENA VIEW ANNEXATION NO. 2  
  
LOCATED AT 2945 D ½ ROAD**

**WHEREAS**, on the 18th day of December, 2002, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**PERIMETER BOUNDARY LEGAL DESCRIPTION**

A Serial Annexation Comprising Siena View Annexation No. 1 and Siena View Annexation No. 2

**SIENA VIEW ANNEXATION NO. 1**

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 17, and assuming the North line of the NW 1/4 SW 1/4 of said Section 17 bears N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 90°00'00" W along the North line of the NW 1/4 SW 1/4 of said Section 17, a distance of 528.00 feet; thence S 00°00'00" E a distance of 1.00 feet; thence N 90°00'00" E along a line 1.00 foot South of and parallel to the North line of the NW 1/4 SW 1/4 of said Section 17, a distance of 528.00 feet; thence S 89°59'32" E along a line 1.00 foot South of and parallel to the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW

1/4) of said Section 17, a distance of 1113.48 feet; thence N 00°02'12" W a distance of 1.00 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 17; thence N 89°59'32" W, along the North line of the NE 1/4 SW 1/4 of said Section 17, a distance of 1113.48 feet, more or less, to the Point of Beginning.

CONTAINING 0.377 Acres (1,641.48 Square Feet), more or less, as described.

### SIENA VIEW ANNEXATION NO. 2

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 17, and assuming the North line of the NW 1/4 SW 1/4 of said Section 17 bears N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Commencement, S 00°09'39" E a distance of 1.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 89°59'32" E along a line 1.00 foot South of and parallel to, the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 17, a distance of 1113.48 feet; thence S 00°02'12" E along the East line of that certain property described in Book 3080, Pages 157 and 158, Public Records of Mesa County, Colorado, a distance of 994.88 feet, more or less, to a point on the North line of the Grand Valley Canal; thence N 60°15'16" W along the South line of that certain property described in Book 3080, Pages 157 and 158, also being the North line of the Grand Valley Canal, a distance of 239.08 feet; thence N 00°02'12" W, along the West line of that certain property described in Book 3080, Pages 157 and 158, a distance of 875.29 feet; thence N 89°59'32" W along a line 2.00 feet South of and parallel to, the North line of the NE 1/4 SW 1/4 of said Section 17, a distance of 905.97 feet; thence N 00°09'39" W a distance of 1.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.4774 Acres (195,039.62 Square Feet), more or less, as described.

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

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

1. That a hearing will be held on the 5th day of February, 2003, in the City Hall auditorium, located at 250 N 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
  
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

**ADOPTED** this \_\_ day of \_\_\_\_\_, 2002.

Attest:

\_\_\_\_\_

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

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

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

---

City Clerk

Published: December 20, 2002  
December 27, 2002  
January 3, 2003  
January 10, 2003

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**SIENA VIEW ANNEXATION No. 1  
APPROXIMATELY 0.377 ACRES  
LOCATED AT 2945 D ½ ROAD**

**WHEREAS**, on the 18<sup>th</sup> day of December, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of February, 2003; and

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

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

That the property situate in Mesa County, Colorado, and described to wit:  
SIENA VIEW ANNEXATION NO. 1

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 17, and assuming the North line of the NW 1/4 SW 1/4 of said Section 17 bears N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 90°00'00" W along the North line of the NW 1/4 SW 1/4 of said Section 17, a distance of 528.00 feet; thence S 00°00'00" E a distance of 1.00 feet; thence N 90°00'00" E along a line 1.00 foot South of and parallel to the North line of the NW 1/4 SW 1/4 of said Section 17, a distance of 528.00 feet; thence S 89°59'32" E along a line 1.00 foot South of and parallel to the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW

1/4) of said Section 17, a distance of 1113.48 feet; thence N 00°02'12" W a distance of 1.00 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 17; thence N 89°59'32" W, along the North line of the NE 1/4 SW 1/4 of said Section 17, a distance of 1113.48 feet, more or less, to the Point of Beginning.

CONTAINING 0.377 Acres (1,641.48 Square Feet), more or less, as described.

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

**INTRODUCED** on first reading on the 15<sup>th</sup> day of December, 2002.

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

Attest:

\_\_\_\_\_

President of the Council

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**SIENA VIEW ANNEXATION No. 2  
APPROXIMATELY 4.47 ACRES  
LOCATED AT 2945 D 1/2 ROAD**

**WHEREAS**, on the 18<sup>th</sup> day of December, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of February, 2003; and

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

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

**SIENA VIEW ANNEXATION NO. 2**

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 17, and assuming the North line of the NW 1/4 SW 1/4 of said Section 17 bears N 90°00'00" W with all other bearings mentioned herein being relative thereto; thence from said Point of Commencement, S 00°09'39" E a distance of 1.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 89°59'32" E along a line 1.00 foot South of and parallel to, the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 17, a distance of 1113.48 feet; thence S 00°02'12" E along the East line of that certain

property described in Book 3080, Pages 157 and 158, Public Records of Mesa County, Colorado, a distance of 994.88 feet, more or less, to a point on the North line of the Grand Valley Canal; thence N 60°15'16" W along the South line of that certain property described in Book 3080, Pages 157 and 158, also being the North line of the Grand Valley Canal, a distance of 239.08 feet; thence N 00°02'12" W, along the West line of that certain property described in Book 3080, Pages 157 and 158, a distance of 875.29 feet; thence N 89°59'32" W along a line 2.00 feet South of and parallel to, the North line of the NE 1/4 SW 1/4 of said Section 17, a distance of 905.97 feet; thence N 00°09'39" W a distance of 1.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.4774 Acres (195,039.62 Square Feet), more or less, as described.

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

**INTRODUCED** on first reading on the 15<sup>th</sup> day of December, 2002.

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

Attest:

\_\_\_\_\_

of the Council

President

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

**Attach 14**  
**Setting a Hearing for Zoning the Oda Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>		Setting a Hearing for Zoning the Oda Annexation located at 2561 River Road					
<b>Meeting Date</b>		December 18, 2002					
<b>Date Prepared</b>		December 11, 2002			<b>File #ANX-2002-220</b>		
<b>Author</b>		David Thornton		<b>Principal Planner</b>			
<b>Presenter Name</b>		David Thornton		<b>Principal Planner</b>			
<b>Report results back to Council</b>		X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>			Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Oda Annexation consists of 2 parcels of land on 21.18 acres located at 2561 River Road. The Oda's are requesting annexation as part of a contract with the City. The proposed zoning is I-1 for the Oda property. The second parcel is owned by the City and is adjacent to the Oda property. The City owned land is adjacent to the Colorado River and has a portion of the riverfront trail crossing it. The proposed zoning for the City property is Community Services and Recreation (CSR).

**Budget:** N/A

**Action Requested/Recommendation:** Approve first reading of the zoning ordinance and set a hearing for January 15, 2003.

**Attachments:**

6. Background Information/Staff Analysis
7. Annexation Map
8. Future Land Use Map
9. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		2561 River Road			
Applicants:		Buck & Yo Oda / City of Grand Junction			
Existing Land Use:		Residential Single Family/Riverfront Trail			
Proposed Land Use:		City Shops/Riverfront Trail			
Surrounding Land Use:	North	Industrial (High Country Court)			
	South	Industrial (City Shops)			
	East	Railroad Tracks			
	West	Colorado River			
Existing Zoning:		County RSF-R			
Proposed Zoning:		I-1 and CSR for City owned property			
Surrounding Zoning:	North	I-1			
	South	I-1			
	East	C-1			
	West	County Industrial			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

**Staff Analysis:**

**ZONE OF ANNEXATION:**

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

**Project Analysis:** Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan Future Land Use Map. The proposed zone districts of I-1 and CSR are conforming to the Future Land Use Map.

**I-1 and CSR ZONE DISTRICTS**

- The I-1 conforms to the recommended future land use on the Growth Plan Future Land Use map currently designated Commercial/Industrial.

- Zoning this annexation with the I-1 and CSR zone districts meet the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The property is surrounded by industrial/commercial zoning and uses and is bordered on the west by the Colorado River and riverfront trail.

## **ZONING AND DEVELOPMENT CODE CRITERIA:**

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

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

1. **The existing zoning was in error at the time of adoption;**  
The existing Mesa County zoning of RSF-R, Residential Single Family with a density not to exceed 1 unit/5 acres, is not consistent with the current land use classification of Commercial/Industrial as shown on the Future Land Use Map of the Growth Plan. The annexation and zone request of I-1 is consistent. The proposed CSR is consistent with the use of the City property and riverfront trail.
2. **There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;**  
The property is located in an area that is developed and zoned in an industrial manner consistent with the Growth Plan. All public utilities are located adjacent to the property. The subject parcel will provide an infill opportunity for industrial/commercial development that will be compatible with surrounding uses.
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;**  
Any proposed development would not create adverse impacts to the existing street network. All future development applications will be required to address such issues as stormwater management, drainage and infrastructure at the time they are submitted.
4. **The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines.**

The proposal conforms with the Growth Plan as it supports industrial/commercial uses in this particular area. The proposed zones are equivalent to existing land use and meet 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 located adjacent to the property and are available for industrial/commercial use.

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

Not applicable. This proposal is to zone property to be in conformance with the Growth Plan.

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

The proposed zone will benefit the neighborhood as it is allowing the subject property to be equivalent to surrounding area.

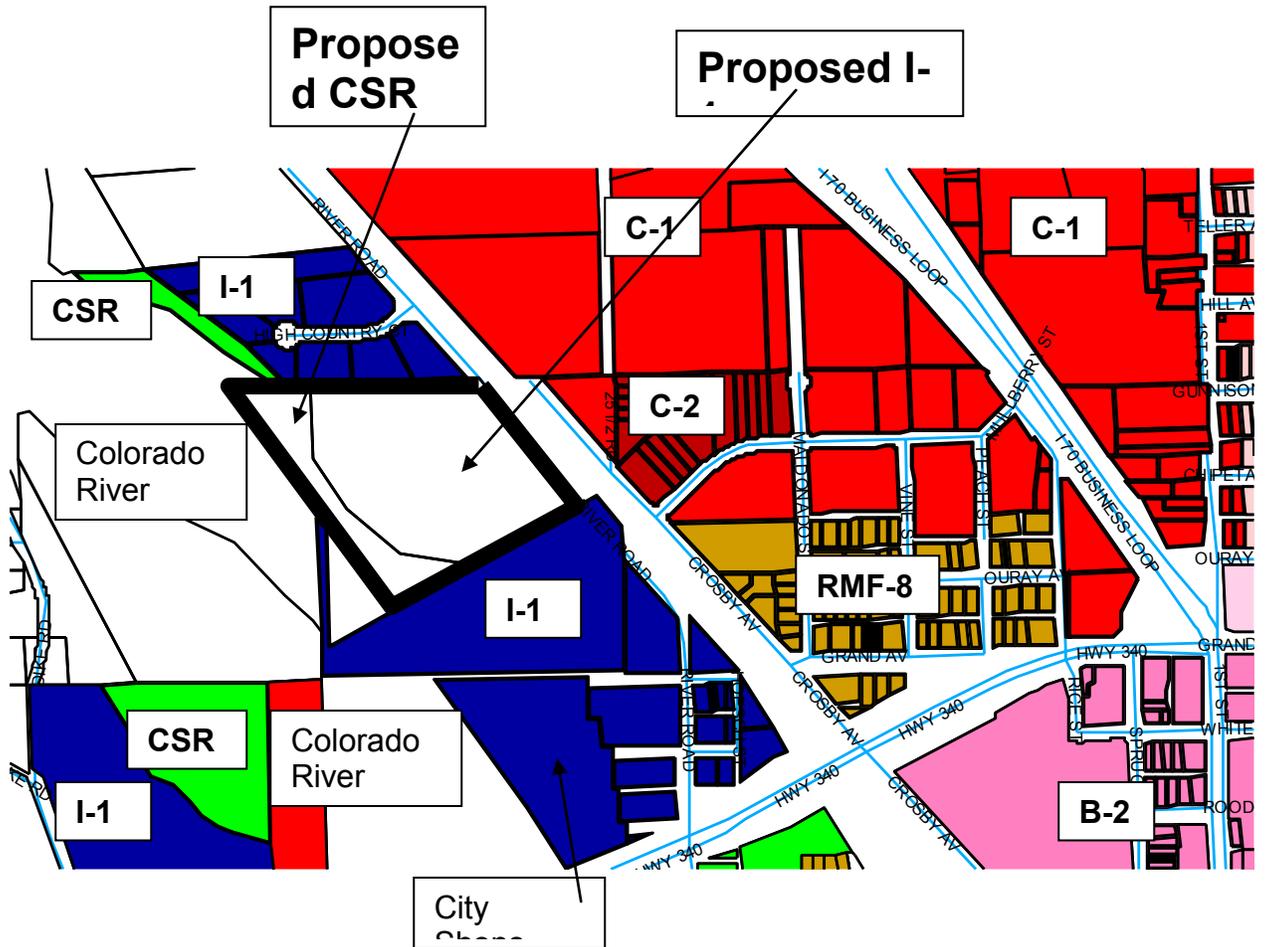
**FINDINGS AND CONCLUSIONS:**

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

**PLANNING COMMISSION RECOMMENDATION:** Planning Commission will make a recommendation for this proposal at its December 17, 2002 meeting. Staff recommends approval.



# SURROUNDING ZONING MAP



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**ZONING THE ODA ANNEXATION TO LIGHT INDUSTRIAL (I-1) AND COMMUNITY SERVICES AND RECREATION (CSR)**

**LOCATED AT 2561 RIVER ROAD AND ADJACENT TO THE COLORADO RIVER**

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 I-1 zone district and CSR zone district to this annexation.**

After public notice and public hearing before the Grand Junction City Council, City Council finds that I-1 and CSR zone districts be established for the following reasons:

- These zone districts meet the criteria of Section 2.14.F of the Zoning and Development Code by conforming 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 Light Industrial (I-1) zone district**

Includes the following tax parcel: 2945-152-00-096

Beginning at the SE Corner of Lot 2, being the fractional SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence North along the East line of Lot 2 698.45 feet to the line of the right of way of the Denver and Rio Grande Western Railway, 50 feet at right angles from track center; thence North 40<sup>0</sup>44' West (variation 14<sup>0</sup>38' East) along said right of way 131 feet to a center sandstone with a cross cut in the top, 20x8x5 inches in dimension, which is the point of beginning; thence running South 61<sup>0</sup>33' West 9.44 chains to a limestone rock 18x4x3 inches in dimension with a cross cut on top, having been set 589.1 feet from place of beginning to verify and establish this line; thence North 79<sup>0</sup>51' West 7.48 chains; thence North 61<sup>0</sup> West 1.60 chains; thence North 37<sup>0</sup>50' West 1.15 chains; thence North 51<sup>0</sup> East 14.45 chains; thence South 40<sup>0</sup>44' East 10.02 chains to place of beginning,

AND ALSO

Beginning at the NW Corner of the SE¼ NW¼ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; thence East 737 feet, more or less, to the right of way of the Rio Grande Western Railroad 100 feet at right angles from the center of the main track; thence South 40°44' East along said right of way 80 feet, more or less, to the corner of the tract of land formerly owned by Henry Lotz; thence South 51°00' West 1020 feet, more or less, to the Grand River, thence Northwesterly, along the bank of the Grand River to its intersection with the West line of said SE ¼ NW ¼ of said Section 15; thence North along the West line of said SE ¼ NW ¼ of said Section 15 to beginning,

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

**The following property shall be zoned Community Services and Recreation (CSR) zone district**

Includes the following tax parcel: 2945-152-00-945

All that part of grantor's property on the right bank or North and East side of the Colorado River lying South and West of the following described line; from the South 1/16 corner of Sections 9 & 10, Township 1 South, Range 1 West, Ute Meridian, proceed South 0deg 8' 31" East 960.66 feet and South 0deg 8' 31" East to the point of beginning of said line on the Colorado River bank. Said line proceeds thence North 0deg 8' 31" West to point which bears South 0deg 8' 31" East 960.66 feet from the above named 1/16 corner; thence South 24deg 30' 21" East 364.76 feet; thence South 28deg 6' 41" East 916.39 feet; thence South 52deg 22' 41" East 556.93 feet; thence South 41deg 34' 57" East 246.70 feet; thence South 89deg 59' 55" East 120.93 feet to the Northwest 1/16 corner of Section 15, Township 1 South, Range 1 West, Ute Meridian; thence South 0deg 0' 0" West 342.22 feet; thence South 33deg 49' 0" East 265.31 feet; thence South 47deg 37' 14" East 311.22 feet; thence South 79deg 51' 0" East 316.65 feet to a point which bears North 51deg 29' 17" West 811.52 feet from the center ¼ corner of Section 15, Township 1 South, Range 1 West, Ute Meridian; thence South 61deg 33' 0" West to the bank of the Colorado River.

Introduced on first reading on the 18<sup>th</sup> day December, 2002.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

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

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

**Attach 15**

**Amending the Grand Junction Metro Planning Organization (MPO) Boundry**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>	Adoption of a resolution approving a change to the Grand Junction Metropolitan Planning Organization, (MPO) boundary.							
<b>Meeting Date</b>	December 18, 2002							
<b>Date Prepared</b>	December 3, 2002			<b>File #</b>				
<b>Author</b>	Tom Fisher		<b>RTPO Director</b>					
<b>Presenter Name</b>	Mark Relph		<b>Public Works &amp; Utilities Director</b>					
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>			
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>			
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>		<b>Individual Consideration</b>

**Summary:** Adoption of a joint resolution changing the boundary of the MPO planning area as shown on Exhibits 1 and 2 by adding the limits of Palisade and Fruita, and the areas in-between. The resolution process to change the MPO boundary is required by federal law.

**Budget:** There is no budget implication with this resolution.

**Attachments:** Exhibit 1, text description of the new MPO boundary; Exhibit 2, map of the new MPO Boundary ; Resolution and joint resolution

**Background Information:** The current Grand Junction MPO boundary is based on the 1990 census designated urbanized portions of Mesa County. The federal Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) requires that the MPO boundary changes as the Census Bureau of “urbanized” changes. Currently, the MPO boundary includes two local government members (the City of Grand Junction and Mesa County).

Pursuant to 23USC 134(c), the boundary is officially changed by the action of both the MPO and the Governor. The MPO can be greater than the defined as the 2000 Census designated urban area and should include the area expected to become urbanized in the next 20 years.

As a result of the 2000 Census, Palisade is now a part of the “urban area”. Fruita can be included but it is not required. The Regional Transportation Policy Advisory Committee acting as the governing board of the MPO, at its August 26, 2002 meeting, voted unanimously to process a change to the MPO boundary Palisade and Fruita the MPO planning area. The staff of four local governments each contributed to developing

the proposed new MPO boundary. If the Grand Junction City Council and the Mesa County Board of Commissions approve the joint resolution expanding the MPO boundary, the new boundary will be forwarded to the Governor. CDOT will make a recommendation to the governor based on local action. See *Exhibit 2* for recommended area.

The 2000 Census designated Urban Area is considerably different than the 1990 Census Urban Area in that it not only includes Palisade and its environs, but also because it excludes commercial areas in the western part of the City of Grand Junction, because the 2000 census rules only count as urbanized the areas where people live.

In 1990, the Census Bureau headed all lands in the city limits as “urban” even though some areas in the city did not meet density guidelines. For the 2000 Census, urban area designations are made without regard to city limits. Only those areas that met the “nighttime” population density guidelines within census blocks or block groups are designated as “urban”. The fallout of the change is that in Grand Junction, the commercial areas around Mesa Mall no longer meet the criteria for “urban”.

### **Financial Impacts**

MPO expansion will result in negligible financial impacts. In Colorado, the small MPO's do not get federal construction money. Instead, MPO's like ours work with CDOT to prioritize eligible federal aid projects in the Regional Transportation Plan. The only exception is the “Small Urban Pool” which has already been programmed for the reconstruction of 29 Road between I-70B and Patterson Road. And, Colorado's Transportation Commission has decided to sunset the Small Urban Pool fund in FY 2004 so it will no longer be available to fund our projects.

Transit funding is not impacted because Federal Transit Authority rules are based on Census designations for rural and urban areas to allocate funds. An expanded MPO boundary has no bearing on FTA funding allocations.

The question of including Fruita and Palisade as members in the MPO is being addressed in the IGA that is also coming to council:

### **Process Impacts**

Changing the MPO boundary has no immediate impact on current planning or funding.

**Action Requested/Recommendation:** Approve a joint resolution of Mesa County and the City of Grand Junction accepting the adjusted MPO Planning Area boundary.

## **Exhibit 1**

August 3, 2001

Proposed Town of Palisade boundary for addition to the Grand Valley MPO

Starting at the current MPO boundary of Mesa County Road 34's imaginary intersection with the north right-of-way line of Interstate 70 extending east to its intersection with the west bank of the Colorado River, then following the west (north) bank of the Colorado River west until it adjoins the current MPO boundary at its imaginary intersection with Mesa County Road 34. The remainder of the boundary is the current MPO boundary plus the Fruita addition to the MPO as described below.

Proposed Town of Palisade boundary for addition to the Grand Valley MPO

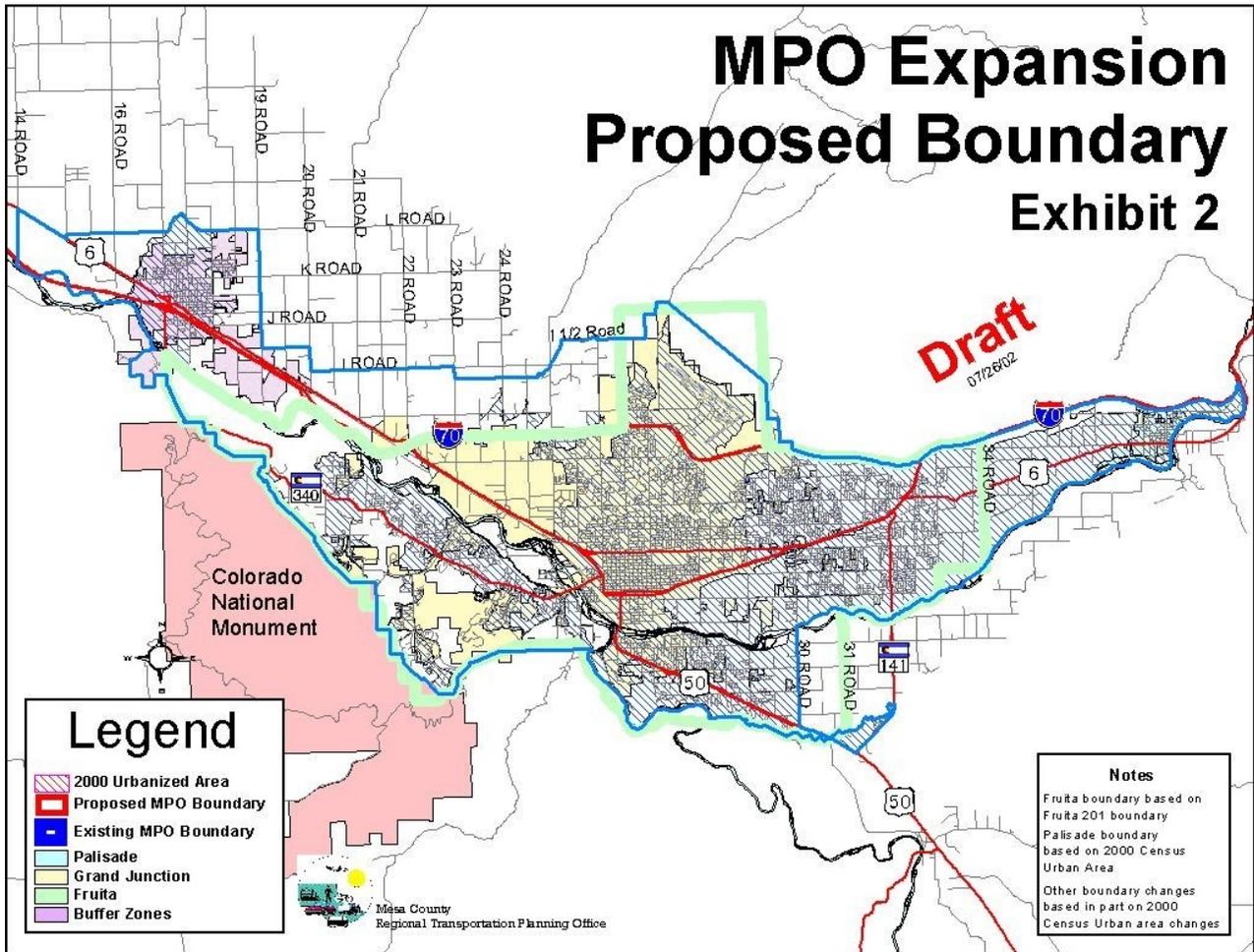
Starting at the current MPO Boundary on the west right-of-way line of Colorado State Highway 340, approximately 490 feet south of the intersection of

as of August 1, 2001.

EXHIBIT 2

# MPO Expansion Proposed Boundary Exhibit 2

**Draft**  
07/28/02



MCM# \_\_\_\_\_  
GJCC# \_\_\_\_\_

# Exhibit 1

## Description of the New MPO Boundary

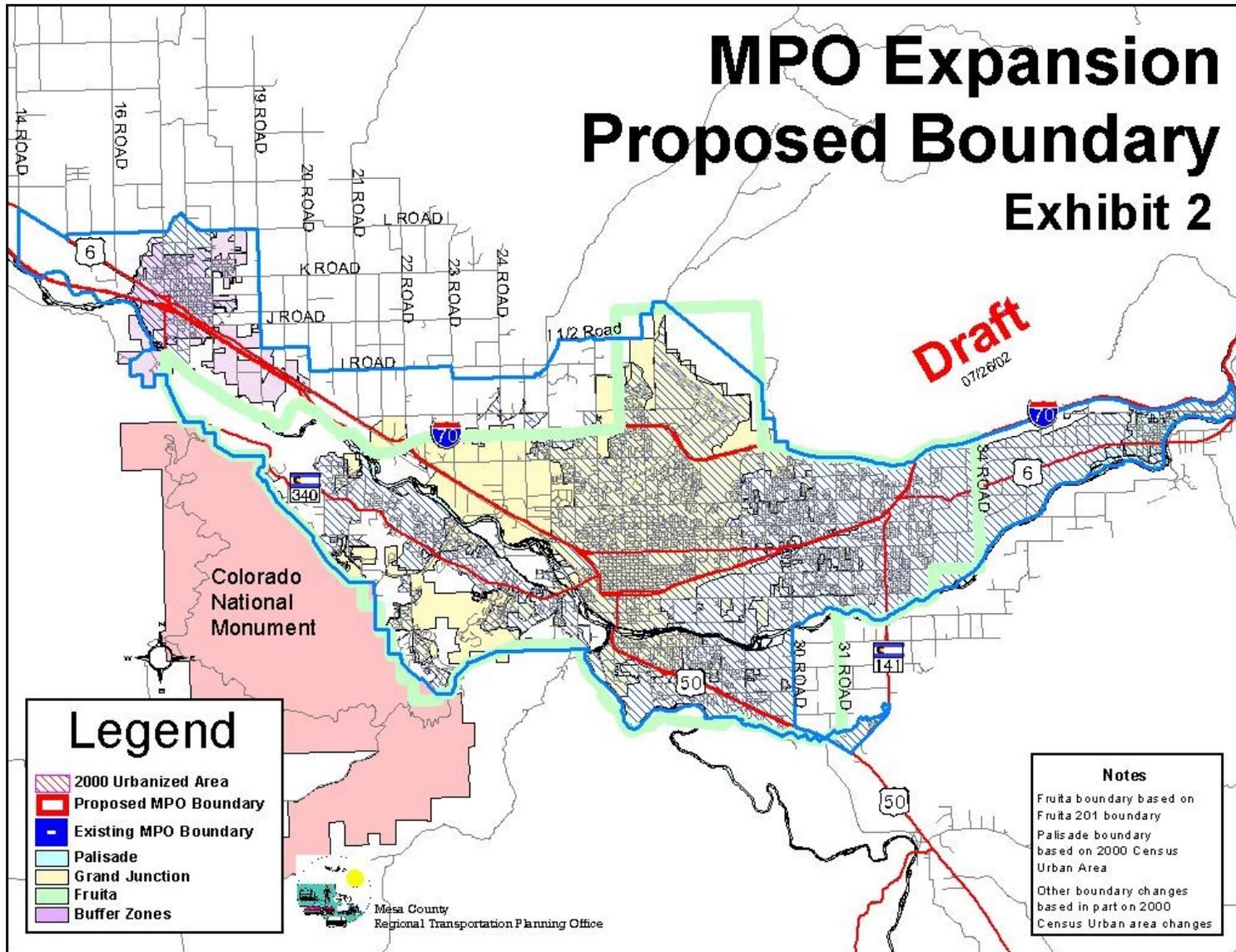
Proposed boundary description to include the Town of Palisade and the City of Fruita within the area served by the Grand Junction Metropolitan Planning Organization.

Starting at a point 500 feet south of Kings View Drive along the west right-of-way line of SH 340, the boundary extends west to and then follows the City of Fruita 201 Sewer Service Boundary clockwise around the city of Fruita to the intersection of 19 and L Roads, then south to J Road and then east to 20 Road. From 20 Road it extends south to I Road, then east to 23 Road. At 23 Road, it extends ¼ mile south, then east intersecting with Persigo Wash. The boundary then follows Persigo Wash to the I½ Road line, east on the I½ Road line to the Government Highline Canal. The boundary follows the Canal to 26½ Road, then south until it again intersects the I½ Road line. The boundary then extends east to the southeast corner of parcel 2701-113-00-914. then north to the northwest corner of parcel 2701-242-00-942. The boundary then extends east to the northeast corner of 2701-242-00-942, then extends in a straight line southeast to the northwest corner of 2705-293-00-943, then south to the southwest corner of 2705-294-00-062. It then extends to the southeast corner of 2705-294-00-062, south to the southwest corner of 2705-321-00-921, then east to the southeast corner of 2705-321-00-921. The boundary then extends south to its intersection with the south right-of-way line of Interstate 70. The boundary then follows the south right-of-way line of Interstate 70 east to the west bank of the Colorado River.

The boundary then follows the west bank of the river south and west to 30 Road. At 30 Road, it extends south to the north right-of-way line of Highway 50, then follows Highway 50 to its intersection with Orchard Mesa Canal number 2 at approximately 31 Road. It then follows the Orchard Mesa Canal number 2 east to its intersection with the north right-of-way line of SH 141. The boundary then follows the north right-of-way line of SH 141 west to its intersection with U.S. 50, then follows the west U.S. 50 right-of-way line to the intersection of U.S. 50 / 31 Road intersection. It then follows Orchard Mesa Canal number 2 to its intersection with the south west corner of parcel number 2943-311-23-024. The boundary then extends west to the west (south) bank of the Gunnison River. The boundary then follows the south bank of the Gunnison River west and north to the intersection of Rosevale Road (Black Bridge). The boundary then follows Rosevale Road northwest to its intersection with the easternmost property corner of parcel 2945-224-00-185. The boundary then extends west to the west right-of-way line of Monument Road, then follows the west right-of-way line of Monument Road until it intersects with the boundary of the Colorado National Monument. The boundary then follows the Colorado National Monument boundary west and north to its intersection with Rim Rock Drive. The boundary then follows Rim Rock Drive to its intersection with the west right-of way line of SH 340 and follows it to the point of beginning.

# MPO Expansion Proposed Boundary Exhibit 2

**Draft**  
07/26/02



**Legend**

- 2000 Urbanized Area
- Proposed MPO Boundary
- Existing MPO Boundary
- Palisade
- Grand Junction
- Fruita
- Buffer Zones

**Notes**

- Fruita boundary based on Fruita 201 boundary
- Palisade boundary based on 2000 Census Urban Area
- Other boundary changes based in part on 2000 Census Urban area changes

Mesa County  
Regional Transportation Planning Office

**RESOLUTION**

**A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING APPROVING TOWN OF PALISADE AND CITY OF FRUITA MEMBERSHIP IN THE GRAND VALLEY METROPOLITAN PLANNING ORGANIZATION**

**WHEREAS**, the Grand Valley Metropolitan Planning Organization (MPO) has the mission to promote regional transportation and transportation related planning, cooperation and coordination among federal, state, and local governments within a certain geographical area as described in Exhibit 1 (attached hereto and incorporated herein by reference) and illustrated in Exhibit 2 (attached hereto and incorporated herein by reference), hereinafter referred to as the Area, and

**WHEREAS**, membership within the MPO is based upon the recognition that people within the Area form a community bound together physically, environmentally, economically, and socially, and

**WHEREAS**, the MPO has the purpose through its participating membership to provide local officials with a means of responding more effectively to regional and state transportation and transportation related issues and means, and

**WHEREAS**, pursuant to the Memorandum of Agreement, the terms of the agreement can be altered, extended, supplemented or modified as agreed by the parties to the agreement and

**WHEREAS**, it has been determined by the Grand Junction City Council and the Mesa County Board of Commissioners that it would be in the best interests of the City of Grand Junction and Mesa County that the Town of Palisade and the City of Fruita become members of the MPO

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

that the petition of the Town of Palisade and the City of Fruita for membership in the Grand Valley Metropolitan Planning Organization and the adjusted MPO BOUNDARY MAP hereunto attached was approved for signature by Mesa County Board of Commissioners of the County of Mesa, Colorado on \_\_\_\_\_, 2002, and by the City Council of the City of Grand Junction, Colorado on \_\_\_\_\_, 2002.

COUNTY OF MESA

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Chair of the Board  
Mesa County Board of Commissioners

\_\_\_\_\_  
Mayor  
Grand Junction City Council

\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_ day of \_\_\_\_\_, 2002

Attest:

Attest:

\_\_\_\_\_  
Clerk to the Board

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

**Attach 16**

**Intergovernmental Agreement to Create the Grand Valley Regional Transportation Committee**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Intergovernmental contract ("IGA") for the creation of the Grand Valley Regional Transportation Committee					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 10, 2002				<b>File #</b>	
<b>Author</b>	Dan Wilson and Tom Fisher			City Attorney RTPO Director		
<b>Presenter Name</b>	Dan Wilson and Tom Fisher			City Attorney RTPO Director		
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	<input checked="" type="checkbox"/>	No	<b>Name</b>	
<input checked="" type="checkbox"/>	<b>Workshop</b>		<b>Formal Agenda</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Regional Transportation Policy Advisory Committee (RTPAC) is proposing adoption by the City of Grand Junction, the City of Fruita, the Town of Palisade and Mesa County of an Intergovernmental Agreement (IGA) that will replace the 1984 agreement between the City and Mesa County. In addition, this IGA will add Palisade and Fruita as members. The existing RTPAC will be renamed the Grand Valley Regional Transportation Committee and will continue to set policy for the federally required Metropolitan Planning Organization ("MPO"). This IGA provides clearer definition of the roles of this committee, defines membership in the committee and provides operating bylaws and rules for the committee. The existing staff, termed the Regional Transportation Planning Office ("RTPO") will continue to serve as the staff support for the new GVRTC.

**Budget:** No impact. This IGA simply confirms the already approved budgets for transit and regional transportation planning.

**Action Requested/Recommendation:** Adoption of the IGA, and authorize the Mayor to sign it.

**Attachments:** Attached is the proposed IGA.

**Background Information:** In January of 2002, the RTPAC expressed a desire to provide a clearer definition to the various roles of the Committee and to remove some of the administrative burden from the various decision-making bodies on regional transportation related issues. The RTPAC also wanted to formally include the City of

Fruita and the Town of Palisade as formal members in the regional transportation planning process.

Since it was created in 1984, the RTPAC has fulfilled many regional transportation planning roles: the policy advisory body for the federally mandated Grand Junction/Mesa County Metropolitan Planning Organization (MPO), the state mandated policy body for the Mesa County Transportation Planning Region; and most recently the policy advisory committee for the Grand Valley Transit. However, there has never been any formal agreement authorizing these functions, nor forming the committee as such.

In 2002, the RTPAC conducted a series of three workshops to discuss the issues surrounding the formation of a new Committee. The three workshops covered:

1. Workshop #1 – what problems do the members have with the current committee, what is their perceived role, and what vision did they have for the new Committee?
2. Workshop #2 – review first draft of a proposed Intergovernmental Agreement for the formation of the Grand Valley Regional Transportation Committee, provide further direction to staff on having a revised draft reviewed by the various attorneys.
3. Workshop #3 – review a final draft amongst the RTPAC member representatives, attorneys, city/town managers, county administrator and staff.

The final proposed IGA for the creation of the Grand Valley Regional Transportation Committee accomplishes the following items:

- Encourages the continuation of cooperation and a collaborative planning effort in general transportation and transit issues among the member entities;
- Specifically lists the City of Grand Junction, Mesa County, the City of Fruita and the Town of Palisade as members;
- States that the policy decisions and guidance needed for the MPO, the TPR and the GVT are to be made by this one committee;
- Empowers the committee to adopt administrative reporting documents for the members to reduce the administrative burden on the member entities (e.g., the annual Unified Planning Work Program and the every two-year Transportation Improvement Program);
- Does not empower the Committee to commit funds from any member entity to any project or process beyond the yearly planning budget adopted in the Unified Planning Work Program;

Resolution No.

Resolution Guiding the City's Representative  
to the Grand Valley Regional Transportation Committee

Recitals.

- A. The City is in the process of entering into an Intergovernmental Agreement with the City of Fruita, the Town of Palisade and Mesa County to create the Grand Valley Regional Transportation Committee (GVRTC), as a forum and vehicle for regional transportation planning.
- B. The structure under that agreement requires that a member of the City Council, or a designee, represent the City's interests in the process and decisions of the GVRTC which are primarily policy and regional in scope.
- C. The decisions of, and directions taken by, the GVRTC will be based on policy decisions that are important to Grand Junction's and the Grand Valley's future, as described more fully in the IGA and below.
- D. The purpose of this Resolution is to give guidance to the current and future City members of, and delegates to, the GVRTC so that the representative to the GVRTC reflects the policies and perspectives of the City Council, rather than expecting such member/delegate to participate in the GVRTC without having the knowledgeable consent of the Council.

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

1. The City Clerk shall provide a copy of this Resolution, as amended from time-to-time, to each Council member representative and alternate at the time of appointment or assignment to the GVRTC.
2. The City's representative to the GVRTC shall obtain the guidance and consent of the City Council before voting on, or representing the City with regard to, the following, which list is illustrative only, and not an exhaustive list of matters that involve policy and similar decisions best made by the City Council as a body. Material shown in brackets are the section numbers of the IGA creating the GVRTC.

Adoption and changes to:

- a. TPR plans; [1.A]
- b. Annual Unified Planning Work Program (UPWP), including UPWP budgets; [6.K.4.I.]
- c. Transportation Improvement Program plans and priorities; ("TIP") [3.C.2.]
- d. The 20 year long-range transportation plans, as required by federal and state law; [3.C.3.]

3. The Council recognizes that staff assigned by the City Manager to participate in the TAC, and to provide staff support to the Council representative in general regarding the GVRTC, will assist the Council member in bringing the policy matters to the Council's attention, including scheduling the matters described above, for discussion by the City Council as a body, thus reducing any administrative duties of the Council representative.

Adopted by the City Council of the City of Grand Junction this 18<sup>th</sup> day of December, 2002.

\_\_\_\_\_  
Mayor, Cindy Enos-Martinez

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

# Intergovernmental Agreement Creating the Grand Valley Regional Transportation Committee And Adopting Rules and Bylaws

THIS AGREEMENT creating the GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE (hereinafter referred to as "GVRTC") and adopting bylaws and process rules is agreed to, made and entered into this \_\_\_ day of \_\_\_\_\_ 200\_\_\_, by and between THE COUNTY OF MESA, COLORADO, (hereinafter referred to as "County"), THE CITY OF GRAND JUNCTION, COLORADO, (hereinafter referred to as "Grand Junction"), THE CITY OF FRUITA, COLORADO (hereinafter referred to as "Fruita"), and the TOWN OF PALISADE, COLORADO, (hereinafter referred to as "Palisade").

## **RECITALS.**

- A. The Federal Transit Act (49 USC 5301 *et seq.*), and federal laws dealing with federal aid highways (23 USC §§134 and 135) require the County and Grand Junction, as members of the Grand Junction/Mesa County MPO, to develop and implement transportation plans within their respective jurisdiction.
  
- B. As a result of the 2000 Census, the lands within Palisade and areas between Palisade and Grand Junction are now defined as part of the "urban" area that makes up the federally designated "Grand Junction/Mesa County Metropolitan Planning Organization" ("MPO").
  
- C. As a result of the 2000 Census, the lands within and nearby to Fruita are defined as an "urban cluster."
  
- D. The parties conclude that, notwithstanding federally mandated Census tracts and boundaries, and federally directed definitions, the part of the Grand Valley from Palisade to Fruita, including the lands in each municipality (for this Agreement hereinafter referred to as the "Grand Valley"), actually operates and should be treated as one inter-related and integrated whole, at least for transit and transportation planning purposes.
  
- E. Regardless of the boundary of the federally defined Grand Junction Urbanized Area, each party recognizes that its transportation policy and improvement decisions affect the other parties, and that each party has a stake in the administration, policies and activities of the MPO.

- F. Both because of federal mandates, and because it is the correct thing to do, the parties recognize the need to involve property owners and residents of Mesa County in transportation planning and the priority-setting of which projects should be built and in what sequence, and similar transportation and transit questions.
- G. The parties agree that it is in their best interests to work together to continue past efforts to meaningfully involve each entity and their citizens in transportation planning and management processes.
- H. Currently each party has been interested in, and has funded at least in part, the management and operations of the Grand Valley's transit system. That transit system, known as Grand Valley Transit ("GVT"), is owned and directed by Mesa County, and operated through a contract between Mesa County and a contractor.
- I. Mesa County desires, and the parties are willing, to include the policy aspects, and other "big picture" issues to be addressed by the four parties hereto, otherwise as part of the work of the GVRTC leaving unchanged the current transit arrangement, including Mesa County's relationship with its contractor/operator.
- J. The parties desire that the new structure provided for in this Agreement will provide a regional decision-making structure that can implement the federal and state mandated (and encouraged) planning, coordination, operating and funding "missions," while recognizing that each party must retain its fiscal decision making and each must continue to comply with its individual constitutional and statutory requirements.
- K. One of the purposes of this Agreement is to create one body and process to meet federal and state requirements and to speak with one "regional voice" regarding the matters dealt with in this Agreement. The parties do so with full appreciation that "regional" means different things for different purposes. For MPO purposes, "regional" means the Grand Valley, as defined herein. For state law relating to transportation planning "regional" means all of Mesa County.

L. The parties acknowledge that federal law requires that the MPO and other planning efforts require the consideration, if not direct participation, of other entities and businesses involved in the federally mandated “multi-modal” view of modern transportation planning and funding. Examples of other entities whose interests must be considered are railroads, freight carriers, airport, private bus companies, pedestrians and bicyclists.

M. The parties agree to name the new forum or group that is being created by this Agreement the “Grand Valley Regional Transportation Committee” (“GVRTC”).

N. The parties agree to integrate the work, plans and decisions of the GVRTC into the master plans, growth plans, and similar planning efforts of each party. For example, the 20 year planning that is contemplated by various federal laws and regulations will be the planning efforts (typically evidenced by a master or growth plan) of each party. Such efforts are intended to make sure that the planning done by the GVRTC is integrated into and with other planning processes in the Grand Valley for each party.

O. State law requires that all regions of the state adopt short- and long-term transportation plans. § 43-1-1101, *et seq.*, C.R.S. Mesa County is one of such regions (hereinafter termed the Transportation Planning Region (“TPR”)). The local government planning for Mesa County’s TPR has been performed by the MPO and the local staff of Mesa County’s Transportation Planning Office.

P. This Agreement is authorized by §29-1-203, C.R.S.

NOW, THEREFORE, in consideration of their mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, THE PARTIES AGREE as follows:

**1. THE PURPOSE OF THE GVRTC IS:**

A. To insure that the TPR represents the parties’ priorities, issues and concerns with one voice to other, including Colorado Department of Transportation (“CDOT”). [§§ 43-1-1102, CRS and 2 CCR 604-2].

- B. To assist the CDOT, the Federal Highway Administration (“FHWA”) and the Federal Transit Administration (“FTA”) in prioritizing the many requests for funding in Mesa County, the Grand Valley, and the local CDOT Region.
- C. To promote active involvement by each party in the planning, development and implementation of the long range plan for the TPR.
- D. To promote on-going consultation among the parties in transportation and transit planning from a regional perspective.
- E. To establish a mechanism for the administration of GVT.
- F. To establish a decision-making mechanism for the MPO, in light of the purposes of this Agreement, consistent with federal requirements. [23 USC §§134 and 135].
- G. To present a clear regional voice to the public on transportation and transit issues. [23 USC §§ 134 and 135; 23 CFR 450.300 and 23 CFR 450.200].
- H. To define the relationship between the GVRTC and the staff of the County that has been doing the work of: the MPO; the state required planning for this region pursuant to § 43-1-1102, C.R.S. (termed the TPR plan); transit support and planning [49 USC 5301 *et seq.*] and transportation planning for the Grand Valley ever since the MPO was first formed in the 1980s. Such staff is termed the “Regional Transportation Planning Office” staff.

**2. THE OBJECTIVES OF THE GVRTC ARE TO:**

- A. Consistent with the different needs, resources and populations of each, consider the differences of each party while continuing the cooperative and comprehensive coordination of their respective transportation planning activities and transportation projects.
- B. Use the forum established by the creation of the GVRTC to achieve maximum benefits from available resources, to reduce duplication of effort and to obtain better overall coordination of transportation planning and management.

- C. Create one decision-making clearinghouse for TPR regional transportation “plans” or “planning”, the MPO plans and GVT issues and policies.
- D. Grant sufficient authority to the GVRTC so that the other objectives can be met, without unlawfully usurping the decisions and functions of each individual party.
- E. Speak “with one voice” regarding regional transportation, planning and transit issues to CDOT, federal agencies (including the FTA and the FHWA), Mesa County’s federal and state legislative delegations and other interested parties.
- F. Facilitate active communication between and among the parties and their citizens, and other “stakeholders,” regarding transportation, planning and transit issues and policies.
- G. Provide needed policies for the administration of the GVT, in accordance with the transit element of the Regional Transportation Plan.
- H. Coordinate local funding efforts for regional transportation projects.
- I. Coordinate the study and initiation of regional transportation funding mechanisms.
- J. Through open information sharing, provide regional coordination and funding of transportation projects.

**3. THE PROCEDURES AND BYLAWS FOR THE GVRTC ARE AS FOLLOWS:**

- A. The GVRTC is to act as a regional transportation planning committee that sets and recommends transportation policy for regional initiatives, regional priorities and regional projects, as contemplated by 23 USC §§ 134 and 135.
- B. The GVRTC will seek the advice and technical support of the respective staffs of the parties, which staffs together are called the Technical Advisory Committee (“TAC”), for technical analysis in all decisions. Until separate rules or bylaws are adopted for the TAC, the TAC shall continue to operate on the informal basis that has been the case for many years.
- C. The GVRTC shall adopt:

- 1. Annual Unified Planning Work Program (UPWP) and any amendments. [23 CFR 450.310]

2. Annual Transportation Improvement Program (“TIP”). [23 CFR 450.324]
3. The 20 year long range transportation plans, as required by federal and state law. [23 USC §§ 134 and 135; 43-1-1101 *et seq.* C.R.S.].

**4. THE GVRTC HAS THE AUTHORITY TO:**

- A. Recommend such day-to-day and other administrative decisions and plans of the RTPO staff that would not usurp the policy and fiscal decisions reserved to the parties.
- B. Develop and communicate with federal, state and other interested parties regarding the adopted plans and policies of the parties, such as are listed in (C), above.
- C. Act as the administrative head and recommending authority for:
  1. Non-policy decisions and work relating to the MPO, TPR, and GVT.
  2. The annual contracts with CDOT to execute the Consolidated Planning Grant (CPG).
  3. The Regional Planning contracts (RPC) that fund the execution of the UPWP. [23 CFR 450.200, *et seq.* and 23 CFR Section 450.300 *et seq.*]
- D. Act as the policy-making authority for the GVT including having recommendation authority over budget, operations and administration of the GVT to the Board of Commissioners.
- E. Recommend levels of local match for administration, capital projects and operations of the GVT to the Members. “Members” shall hereinafter mean “the parties hereto.”
- F. Recommend to the Members levels of match for CDOT Consolidated Planning Grant contracts to the Members.

**5. MEMBERSHIP AND RELATED RULES.**

Each party to this Agreement is a Member of the GVRTC. The Members may allow other entities, persons and stakeholders to fully participate in all or a portion of the activities and functions of the GVRTC, but to add a voting Member, this Agreement must be amended. The GVRTC shall act by majority vote of its Members.

## 6. MEMBERSHIP RULES.

A. The GVRTC may impose such conditions upon each new Member as it deems necessary to preserve the structure and integrity of the GVRTC, including, but not limited to, requiring financial support for its continued operation.

B. A Member may withdraw from the GVRTC (and thereby terminate this Agreement with regard to such Member) upon the giving of not less than sixty (60) days written notice to the Chair of the GVRTC. No such withdrawal shall serve to excuse the payment of any sums or performance of any obligations agreed to be paid prior to the withdrawal.

C. Each Member shall act through its designated representative, a designated alternate who shall act in the absence of the representative, or in the absence of both the representative and the alternate, another designee. Each Member shall determine, pursuant to each Member's own rules and requirements, the qualifications and designations of such Member's representative, alternate and designee.

D. Representation by Others:

1. The GVRTC may approve state, federal and other public or private members upon a unanimous vote of the GVRTC. Such memberships may be granted for one or more issues, subjects or other particular purposes. The GVRTC may terminate any such membership at any time without cause being stated.

2. Other public or private entities involved in transportation or transit may participate in meetings as determined by the majority vote of the Members of the GVRTC. A majority of the Members of the GVRTC may terminate such participation at any time without cause being stated.

3. The Chair of the GVRTC or the TAC or other officer may require that any person who desires to participate as a Member or other member must provide written evidence of authority from the Member.

E. Officers, Meetings.

1. The officers of the GVRTC shall consist of a Chair and a Vice Chair who shall not be representatives of the same Member.
2. Each officer will serve a term of one (1) year, with the term to run from June 1 through May 31. Nominations and election of officers will be held during the first meeting held in June. The majority vote of the Members present at the time of the vote will determine the officers.
3. Vacancies in any office may be filled by a majority vote of the Members at any regular meeting of the GVRTC.
4. The duties of the officers shall be as follows:
  - a. The Chair shall preside at all meetings of the GVRTC.
  - b. The Vice Chair shall serve in the absence of the Chair, and, in addition, shall assist the Chair and perform such other duties as may be assigned by the GVRTC, or Chair.
  - c. The Chair will represent the GVRTC on the State Transportation Advisory Committee to review Regional and State transportation plans, amendments, and updates to the State Plan. [2 CCR 604-2]
  - d. The Chair will advise CDOT on the needs of the transportation system in Colorado.
  - e. The Chair, or in the Chair's absence, the Vice Chair, may designate another to act in his/her stead.
5. The Director of the RTPO, and his/her staff, shall act as the secretary and treasurer for the GVRTC. The secretary and treasurer shall not be considered "officers" for the purposes of this Agreement.

F. Meetings and Voting.

1. The GVRTC shall meet monthly, at a time and place established at the previous meeting of the GVRTC, or at a time and place determined by an officer, with reasonable notice to all Members and to the public. Public notices for the GVRTC shall be given by the Director at the RTPO offices.

2. An officer may call meetings at other times and locations as may be needed.
3. All meetings will be open to the public and each Member shall post in conformity with the open meetings laws. § 24-6-401 and §24-72-101, *et seq.*, C.R.S.
4. The GVRTC may vote to go into executive session for any purpose authorized and consistent with the Colorado Open Meetings Law. §24-6-401, *et seq.*, C.R.S.
5. All votes must be performed in person by the Representative, Alternate or designee of a Member.
6. Three or more Members shall constitute a quorum.

G. Appeals.

1. Any Member can veto any GVRTC decision or action by a majority vote of the Member's governing board if such vote is within 30 days of the GVRTC decision or action.
2. If a veto occurs, the Member shall notify the Chair and RTPO Director within two (2) business days (in case the veto occurs on a Friday) twenty-four (24) hours of the veto, and shall thereafter forthwith consult in good faith with the other Members, to obtain a reasonable remedy or resolution.
3. The issue will not be resolved, and the decision or action shall be held in abeyance, until all Members have reached agreement, at which point the Members shall vote again to decide the issue or to take action.
4. Any other objections to items of consideration by the GVRTC will be handled through the procedures established by the Members from time-to-time.

H. Technical Advisory Committee.

1. A Technical Advisory Committee (TAC) comprised of the staff of the Members, and other experts and persons with expertise, is established.

The TAC shall provide technical recommendations and policy advice to the GVRTC. [2 CCR 604-2].

2. The Members shall determine from time-to-time, by either formal or informal means, who shall serve and participate as a member of the TAC. Normally, the members of the TAC would include staff from counties, municipalities, state and federal agencies and/or from any public and private entities involved in transportation or transit.
  3. The TAC shall be responsible for reviewing and recommending for approval by the GVRTC the following:
    - a. Unified Planning Work Program and amendments. [23 CFR 450.314].
    - b. Transportation Improvement Programs and amendments consisting of projects utilizing federal and state funds and reflective of the jurisdiction they represent.
    - c. Long range regional transportation and transit plans.
    - d. Policies and programs as may be directed by the GVRTC.
    - e. Any CDOT requests for ranking of regional transportation projects.
  4. The TAC shall conduct its business within the guidelines established by GVRTC from time-to-time. The TAC shall make its recommendations to the GVRTC, based on a majority of the members attending the TAC meeting.
  5. Meeting locations of the TAC will be determined by the TAC members. Notice thereof shall be given by the Director and shall be posted at the RTPO offices.
  6. The TAC shall conduct meetings at least quarterly.
  7. The Director of the RTPO, or his or her designee, shall serve as Chair of the TAC.
- I. Sub-Committees.
1. The GVRTC may establish working sub-committees as is necessary and shall provide for the appointment of the membership of said committees. These appointments shall be in accordance with state and/or federal requirements.

J. Staffing and Support.

1. The administration and coordination of the needs of the GVRTC shall be provided by the RTPO staff.
2. To provide for the operation of the GVRTC activities, the RTPO Director shall act as staff support of the GVRTC. The Director shall appoint and assign titles and duties to the RTPO staff for the completion of GVRTC activities.
3. The RTPO Director will be appointed and supervised by the Mesa County Administrator.
4. Mesa County will enter into contracts with CDOT for planning funding and with a transit operator for operations of GVT.
5. Mesa County shall act as the budget authority for the GVRTC and the RTPO.
6. The Director shall be the custodian of records for the GVRTC.

K. Budget, Finance and Administrative Services.

1. Each year the GVRTC shall recommend to the Mesa County Board of Commissioners ("BOCC"), a budget for the operation of the GVRTC.
2. Administrative costs related to the GVRTC and RTPO operations and costs for activities shown below shall be clearly separate from costs for technical studies or activities which benefit particular Members.
3. The GVRTC shall recommend to its Members joint funding for the administrative costs of the GVRTC, after appropriate federal and state grants are spent.
4. Examples of administrative activities of the RTPO are:
  - a. Maintain and distribute the GVRTC meeting minutes.
  - b. Make necessary meeting arrangements.
  - c. Compile information for GVRTC consideration.
  - d. Prepare applications and contracts for "pass-through" federal and/or state grants.
  - e. Prepare billings under federal and state grants.

- f. Conduct audits as indicated by federal and state laws and regulations.
  - g. Maintain financial records adequate to sustain such audits.
  - h. Provide administrative support for the GVRTC in its role as an MPO, TPR and as the contract transit service administrator.
  - i. Participation in the State Transportation Advisory Committee, as directed by GVRTC.
  - j. Coordinate information exchange between the Members and their staff, CDOT, FHWA, FTA, State and federal legislators.
  - k. Other administrative duties as needed by the GVRTC.
  - l. Prepare a recommended budget through the Unified Planning Work Program, for review by the GVRTC. The budget year shall follow timelines required by federal and state contracts.
5. No Independent Powers.
- a. The GVRTC is not empowered to contract for, or accept grants, funds, gifts or services from any federal, state, local public or private source or in connection with any program or purpose of which the GVRTC exists.
  - b. For contracts and purchases other than described above, the GVRTC shall work through the Mesa County Purchasing Department, as approved by the BOCC.
  - c. GVRTC shall have no power to neither borrow any money nor pledge any assets.
6. Mesa County shall provide the GVRTC with the financial, auditing and other services required by law including an annual audit of GVRTC's financial transactions and expenditures, or as otherwise required by law.
7. Project costs not deemed by the GVRTC to be administrative in nature shall be paid by the Member benefiting from the project.
8. The benefiting Members shall pay any local match required by a state or federal grant. The GVRTC shall decide which Members benefit by agreement between the GVRTC and the benefiting Members.

9. Mesa County shall be the financial, human resources, purchasing, and budgetary authority for the GVRTC.
- L. Repeal of prior agreements and resolutions.
1. All other resolutions and agreements adopted by Grand Junction and Mesa County which are in conflict herewith, including but not limited to the Memorandum of Agreement between the City of Grand Junction and Mesa County signed on July 2, 1984, are hereby repealed.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE COUNTY OF MESA, COLORADO  
By:

---

Kathy Hall, Chair, Mesa County  
Board of County Commissioners

ATTEST:

---

THE CITY OF GRAND JUNCTION, COLORADO  
By:

---

Cindy Enos-Martinez, Mayor  
Grand Junction City Council

ATTEST:

---

THE CITY OF FRUITA, COLORADO  
By:

E. James Adams, Mayor  
City of Fruita City Council

ATTEST:

---

THE TOWN OF PALISADE, COLORADO  
By:

---

Dean Smith, Mayor  
Town of Palisade, Board of Trustees

ATTEST:

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**Attach 18**

**Amending Contract to Exchange Real Estate with Dyer, LLC**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Resolution extending the closing date of the Contract to Exchange Real Estate with Dyer LLC						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 12, 2002				<b>File #</b>		
<b>Author</b>	Tim Woodmansee			<b>Real Estate Manager</b>			
<b>Presenter Name</b>	Mark Relph			<b>Director of Public Works &amp; Utilities</b>			
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>	X	<b>Yes</b>		<b>No</b>	<b>Name</b>		
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The proposed action will extend the date of closing the City's contract to exchange real estate with Dyer LLC from December 30, 2002 to January 31, 2003.

**Budget:** Revenue to the City's Water Fund: \$25,636 at closing.

**Action Requested/Recommendation:** Pass and Adopt Resolution extending the closing date of the Contract to Exchange Real Estate with Dyer, LLC.

**Attachments:** 1) Vicinity Map; 2) Agreement to Amend and Extend Contract.  
3) Proposed Resolution;

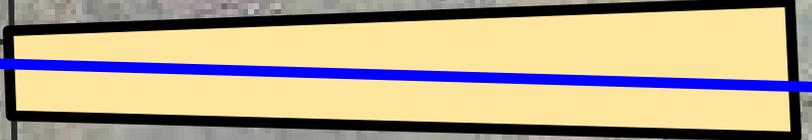
**Background Information:** The City and Dyer entered into a contract to exchange real estate in May of 2002. The exchange will result in the City taking title to a 24-acre parcel upon which the Kannah Creek Flowline is located. The City will convey a nearby 40-acre parcel to Dyer. Dyer will pay the City \$25,636 at closing, representing the difference in value between the two parcels.

Dyer does not own the oil and gas rights appurtenant to the property the City will receive. During the term of the contract, the oil and gas rights were leased to Sunnyside Production Company. Staff advises the City not take title until the oil and gas lease is relinquished or until the City determines that regulations prevent drilling activities on that parcel due to the existence of the Kannah Creek Flowline. Extending the closing date will afford City staff and Dyer an opportunity to clear this potential encumbrance.



*24 - Acre Dyer Parcel*

*Kannah Creek Flowline*



Desert Vista Estates

Filing No. 3

*40 - Acre  
City  
Property*

Desert Vista Estates

Filing No. 2

REEDER MESA RD

REEDER MESA RD

REEDER MESA RD

RD

REEDER MESA RD

REEDER MESA RD

**AGREEMENT TO AMEND/EXTEND CONTRACT**

December 18, 2002

Re: Contract to Exchange Real Estate (With Valuations) dated the 1<sup>st</sup> day of May, 2002, between the City of Grand Junction, a Colorado home rule municipality ("City"), and Dyer, LLC, a Colorado Limited Liability Company ("Dyer").

**Now, Therefore, the City and Dyer agree to Amend and Extend the aforesaid Contract as follows:**

1. The date of closing and delivery of deed, as set forth in paragraph 8 of said Contract, is hereby extended to January 31, 2003, or by mutual agreement at an earlier date.

All other terms and conditions of said Contract shall remain the same.

IN WITNESS of the foregoing, the parties hereto have executed this Contract as of the day and year first above written.

For the City of Grand Junction,

a

Colorado home rule municipality

\_\_\_\_\_

City

Manager

Dyer,

LLC, a Colorado Limited Liability  
Company:

\_\_\_\_\_

Managing Partner

James K. Dyer,

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

**EXTENDING THE CLOSING DATE OF THAT  
CERTAIN CONTRACT TO EXCHANGE REAL ESTATE  
BETWEEN THE CITY AND DYER, LLC**

WHEREAS, the City and Dyer, LLC, are under contract to exchange properties pursuant to that certain Contract to Exchange Real Estate dated the 1<sup>st</sup> day of May, 2002, as authorized by City Resolution No. 39-02; and

WHEREAS, the City has agreed to extend the closing date of said Contract from December 30, 2002 to January 31, 2003, to afford Dyer with an opportunity to clear title to the oil and gas rights which are appurtenant to the property the City will receive under the exchange.

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

1. That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to execute the attached Agreement to Amend/Extend Contract, extending the closing date as set forth in paragraph 8 of that Contract to Exchange Real Estate between the City and Dyer, LLC, from December 30, 2002, to January 31, 2003.

PASSED and ADOPTED this 18th day of December, 2002.

Attest:

\_\_\_\_\_

\_\_\_\_\_

President of the City Council

---

City Clerk

**Attach 19**  
**Lease Extension with Donald Fugate**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Resolution Extending the lease of City property to Donald Fugate Jr., doing business as Don's Automotive						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 12, 2002				<b>File #</b>		
<b>Author</b>	Tim Woodmansee			<b>City Real Estate Manager</b>			
<b>Presenter Name</b>	Mark Relph			<b>Director of Public Works &amp; Utilities</b>			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>	X	Yes		No	<b>Name</b>		
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The proposed action will authorize a one-year extension of the lease of City property at 545 Noland Avenue to Donald Fugate Jr., doing business as Don's Automotive.

**Budget:** Annual revenue to the General Fund: \$4,650.00.

**Action Requested/Recommendation:** Adopt resolution authorizing the City Manager to execute a Lease Extension Agreement with Donald Fugate Jr., doing business as Don's Automotive.

**Attachments:** 1) Vicinity Map;; 2) Proposed Lease Extension Agreement. 3) Proposed Resolution

**Background Information:** The subject property consists of a 2,520 square foot automotive garage the City acquired in 1990 as part of the Frank Dunn Riverfront land purchase. Mr. Fugate has leased the property from the City since March of 1991. The term of the current lease is due to expire December 31, 2002.

Terms of the lease are "triple-net", which requires Mr. Fugate to repair and maintain all aspects of the property at his own expense. For example, in 2002 Mr. Fugate installed a new roof and a new overhead door. Mr. Fugate is responsible for paying all utilities and real estate taxes levied against the property and must maintain comprehensive general liability insurance – naming the City as an additional insured – for a minimum coverage of \$500,000, combined single limit.

The proposed rent of \$4,650 for the extended year is comparable with rents being paid for similar properties in the downtown area.

**545 NOLAND AVENUE**  
**Vicinity Map**



**LEASE EXTENSION AGREEMENT**

THIS LEASE EXTENSION AGREEMENT is made and entered into as of the 1<sup>st</sup> day of January, 2003, by and between the City of Grand Junction, a Colorado home rule municipality ("City"), and Donald Fugate Jr., doing business as Don's Automotive ("Lessee").

**Recitals**

A. By that certain Lease Agreement dated the 1<sup>st</sup> day of September, 1994, that certain Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, and that certain Lease Amendment and Extension Agreement dated the 1<sup>st</sup> day of January, 2001, the City has leased to Lessee, and Lessee has leased from the City, the following described real property in the City of Grand Junction, County of Mesa, State of Colorado: The North 150 feet of Lots 13 and 14 of Block 2, South Fifth Street Subdivision, also known as 545 Noland Avenue ("the Property").

B. The Lease is due to expire December 31, 2002, and it is the desire of both parties to extend the Lease in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

1. The term of the Lease shall be extended to a period commencing on January 1, 2003, and continuing through December 31, 2003, at which time the Lease shall expire.

All other terms, covenants, conditions, restrictions, duties, obligations and responsibilities as they appear in that Lease Agreement dated the 1<sup>st</sup> day of September, 1994, that certain Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, and that certain Lease Amendment and Extension Agreement dated the 1<sup>st</sup> day of January, 2001, shall continue in full force and effect during the term of this Lease Extension Agreement.

Dated the day and year first above written.

Grand Junction,  
Attest:  
rule municipality

The City of  
a Colorado home

City Clerk  
City Manager

Lessee:

\_\_\_\_\_  
Donald Fugate Jr., doing business as  
Don's  
Automotive

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

**EXTENDING THE LEASE OF CITY PROPERTY  
AT 545 NOLAND AVENUE  
TO DONALD FUGATE, JR., DOING BUSINESS AS DON'S AUTOMOTIVE**

WHEREAS, pursuant to that certain Lease Agreement dated the 1<sup>st</sup> day of September, 1994, as authorized by City Resolution No. 69-94, that certain Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, as authorized by City Resolution No. 94-99, and that certain Lease Amendment and Extension Agreement dated the 1<sup>st</sup> day of January, 2001, as authorized by City Resolution No. 136-00, the City leases to Donald Fugate Jr., doing business as Don's Automotive, the following described real property in the City of Grand Junction, County of Mesa, State of Colorado:

The North 150 feet of Lots 13 and 14 of Block 2, South Fifth Street Subdivision, also known as 545 Noland Avenue; and

WHEREAS, the above referenced Lease is due to expire December 31, 2002; and

WHEREAS, the City and Donald Fugate Jr. are desirous of entering into an agreement for the purposes of extending the lease of the above described property.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Lease Extension Agreement with Donald Fugate Jr., doing business as Don's Automotive, extending the term of said Lease through December 31, 2003.

PASSED and ADOPTED this 18<sup>th</sup> day of December, 2002.

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

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

---

City Clerk

**Attach 20**  
**Lease Extension with Saccomanno**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>		Resolution Extending the Farm Lease of the Saccomanno Park Property to Robert H. Murphy					
<b>Meeting Date</b>		December 18, 2002					
<b>Date Prepared</b>		December 11, 2002			<b>File #</b>		
<b>Author</b>		Tim Woodmansee		<b>City Real Estate Manager</b>			
<b>Presenter Name</b>		Joe Stevens		<b>Director of Parks &amp; Recreation</b>			
<b>Report results back to Council</b>		X	No		Yes	When	
<b>Citizen Presentation</b>		X	Yes		No	Name	
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The proposed action will authorize a one-year farm lease of the City's Saccomanno Park property located at the southwest corner of 26 ½ Road and H Road.

**Budget:** Annual revenue to the General Fund: \$1,200.

**Action Requested/Recommendation:** Adopt resolution authorizing a one-year farm lease of the Saccomanno Park property to Robert H. Murphy.

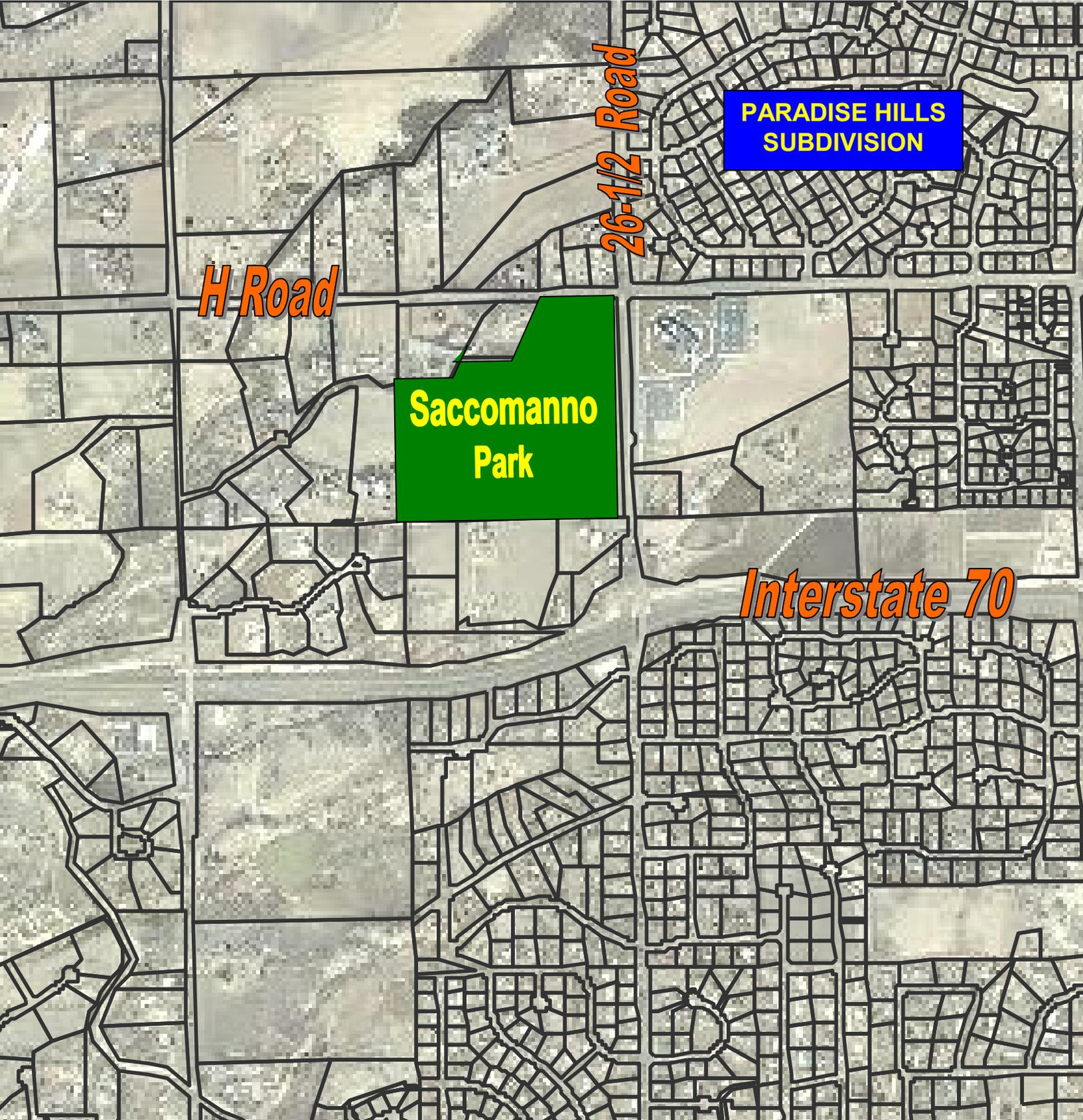
**Attachments:** 1) Vicinity Map; 2) Proposed Lease Agreement. 3) Proposed Resolution

**Background Information:** The City purchased the 30-acre Saccomanno Park property in 1994 as a community park site. Development of the property as a park is pending the identification of funding sources. Meanwhile, the property remains productive as a farm.

The existing lease with Mr. Robert Murphy expires December 31, 2002. Staff believes Mr. Murphy has provided the highest level of stewardship for the property and recommends extending his lease through the end of 2003.

The terms of the proposed lease are "triple-net", requiring the tenant to provide all materials, equipment and labor necessary to care for the property. Recommended rent for the 2003 farming season is \$1,200.

**SACCOMANNO PARK  
VICINITY MAP**



## **FARM LEASE EXTENSION AND AMENDMENT AGREEMENT**

This Farm Lease Extension and Amendment Agreement is made and entered into as of the 1<sup>st</sup> day of January, 2003, by and between the City of Grand Junction, a Colorado home rule municipality (“the City”), and Robert H. Murphy (“Lessee”).

### **Recitals**

A. By that certain Farm Lease Agreement dated the 1<sup>st</sup> day of January, 2002, the City has leased to Lessee and Lessee has leased from the City the privilege to conduct farming operations upon the following described real property in the City of Grand Junction, County of Mesa, State of Colorado: Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situate in the Northwest ¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, (“the Property”).

B. The term of the above reference Lease is due to expire December 31, 2002, and it is the desire of both parties to extend and amend the terms of said Lease in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

1. The term of the Lease is hereby extended to a period commencing on January 1, 2003, and continuing through December 31, 2003, on which date the Lease shall expire.
2. The first sentence of Paragraph 5.1 of the Lease is hereby amended as follows: “The type(s) of crop(s) to be grown, harvested and/or cultivated upon and from the Property shall be as mutually agreed upon between the City and Lessee.”
3. All other terms, covenants, conditions, restrictions, duties, obligations and responsibilities as they appear in that Farm Lease Agreement between the parties dated the 1<sup>st</sup> day of January, 2002, shall continue in full force and effect during the term of this Farm Lease Extension and Amendment Agreement.

Dated the day and year first above written.

of Grand Junction,  
Attest:  
rule municipality

For the City  
a Colorado home

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

\_\_\_\_\_  
\_\_\_\_\_  
Robert H.  
Murphy, Lessee

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

**AMENDING AND EXTENDING THE FARM LEASE OF THE  
SACCOMANNO PARK PROPERTY  
TO ROBERT H. MURPHY**

WHEREAS, pursuant to that certain Farm Lease Agreement dated the 1<sup>st</sup> day of January, 2002, as authorized by City Resolution No. 04-02, the City leases to Robert H. Murphy the privilege to conduct farming operations upon the following described real property in the City of Grand Junction, County of Mesa, State of Colorado:

Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situate in the Northwest ¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, commonly known as the “Saccomanno Park Property”; and

WHEREAS, the above referenced lease is due to expire on December 31, 2002; and

WHEREAS, the City and Robert H. Murphy are desirous of entering into an agreement for the purposes of amending and extending the terms and conditions of the above referenced lease.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Farm Lease Extension and Amendment Agreement with Robert H. Murphy, amending the types of crops to be farmed upon the property and extending the term of said lease through December 31, 2003.

PASSED and ADOPTED this 18<sup>th</sup> day of December, 2002.

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

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

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

**Attach 21**  
**Contract for the Construction of Redlands Village SE Sewer**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Award of Construction Contract for Redlands Village Northeast Sewer Improvement District					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 9, 2002					
<b>Author</b>	Trent Prall		City Utility Engr			
<b>Presenter Name</b>	Trent Prall		City Utility Engr			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** This contract would construct over 4,900 feet of sanitary sewer within the existing Redlands Village North subdivision located north west of the intersection of the Redlands Parkway and Highway 340.

**Background Information:** The owners of real estate located along 22½ Road, north of Willow Wood Road, and along Sunny Meadow Lane, have petitioned the Mesa County Board of County Commissioners to create an improvement district for the installation of sanitary sewer facilities. The BOCC will legally form the sewer improvement district on January 8, 2003 based on bids received. Bids were received and opened on December 6, 2001 for Redlands Village Northeast Sewer Improvement District.

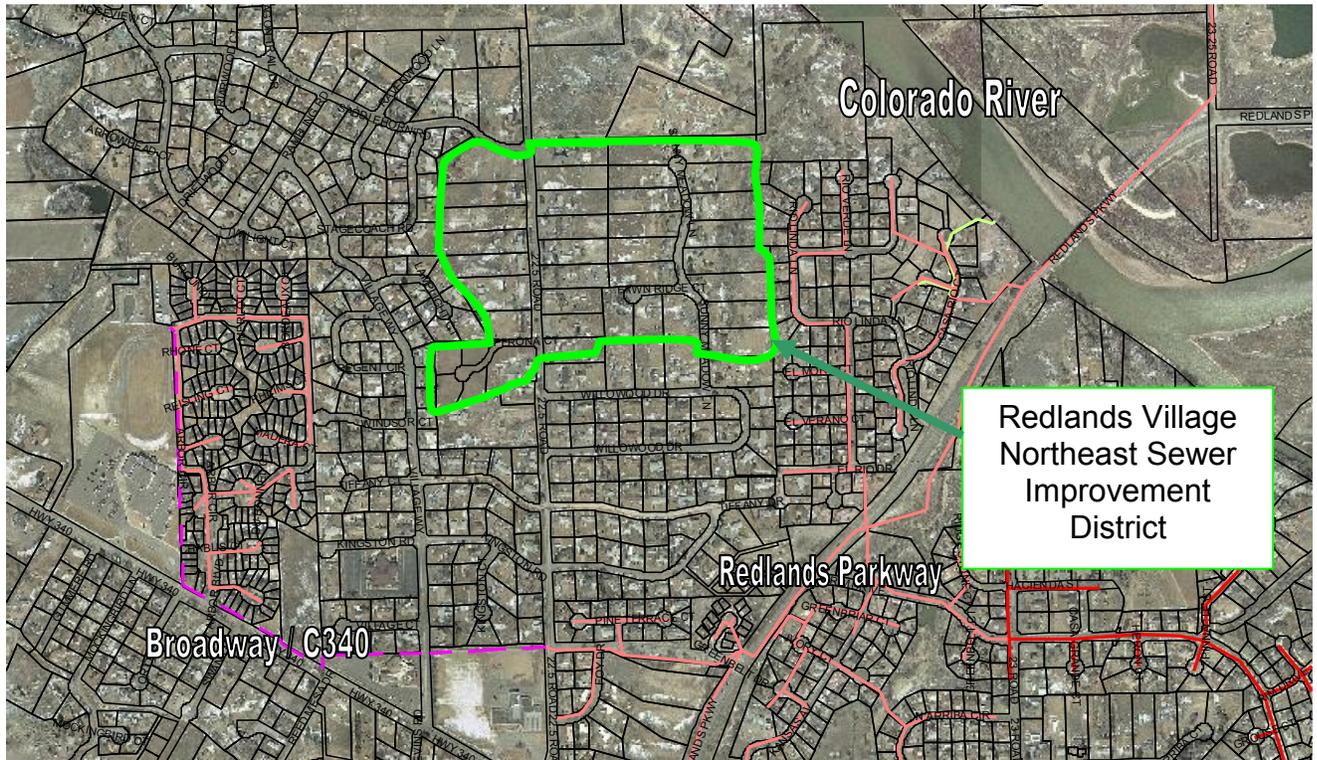
Should the District be formed, work is scheduled to begin on or about January 15, 2003 and continue for 70 calendar days with an anticipated completion date of March 26, 2003.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	
Sorter Construction	Grand Jct.	\$225,510.00
Downey Excavating	Montrose, CO	\$238,273.00
M.A. Concrete	Grand Jct.	\$240,283.00
RW Jones	Fruita.	\$244,817.00
Precision Excavating	Hayden, CO	\$245,434.40

Skyline Construction	Grand Jct.	\$260,132.00
Bogue Construction	Fruita, CO	\$274,416.70
Spallone Construction	Gunnison, CO	\$277,746.00
Grant Miller, Inc.	Silverthorne, CO	\$352,356.00
Engineer's Estimate		\$247,724.00

**Project Location:**



**Budget:** This project was budgeted for 2002/2003 construction. Sufficient funds will be allocated through the Colorado Water Pollution Control Revolving Fund Loan through the Colorado Water Resources & Power Development, to pay for costs associated with this proposed improvement district.

**Project Costs:**

Estimated Project Costs*	\$311,049.00	\$8,185.50 / lot
-30% Septic System Elimination Contribution by City	(\$91,514.00)	(\$2,408.26) / lot
<b>Total Estimated Assessments</b>	<b>\$219,535.00</b>	<b>\$5,777.24 / lot</b>

\*This cost includes administrative costs, project administration, design, district's share of lift station and easements.

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the Redlands Village Northeast Sewer Improvement District with Sorter Construction in the amount of **\$225,510.00**. Award is to be contingent on formation of the District by the BOCC on January 8, 2003.

**Attach 22**

**TMDL Development for 303(d) Listed Streams in the Grand Valley**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	USEPA Grant Application "TMDL Development for 303(d) Listed Streams in the Grand Valley": Consent to apply						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 12, 2002				<b>File #</b>		
<b>Author</b>	Eileen List			Environmental Compliance Coordinator			
<b>Presenter Name</b>	Mark Relph			Public Works Director			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The City of Grand Junction is applying for an \$80,000 grant from the USEPA to be contracted to a qualified sub recipient. The grant proposal will provide a detailed characterization of the sources and loads of selenium in Persigo Wash, Adobe Creek and Lewis Wash. Selenium characterization of washes will aid selenium remediation planning and increase understanding to land use planners about the effect of land use on selenium concentrations and loadings in the Grand Valley.

**Budget:** The City will contribute an in-kind match of \$5000 for project planning, stakeholder communication and coordination and contract administration, and a \$2000 cash match.

**Action Requested/Recommendation:** Approve grant application.

**Attachments:**

1. Public Works and Utilities Division\*City Council Staff report
2. Cover Letter for Grant Application
2. Copy of the funding request to USEPA

**Background Information:**

See attached staff report and funding request.

The City of Grand Junction Persigo Wastewater Treatment Plant discharges into Persigo Wash, which is listed as a stream segment impaired by selenium in the 2002 Colorado list of impaired waters (303(d) list). A detailed characterization of selenium is needed to determine the sources and loads of selenium in Persigo Wash and other Grand Valley washes. This grant will complement the existing "Selenium Water Quality Trading Proposal" grant received in September 2002.



## **PUBLIC WORKS AND UTILITIES DIVISION \* CITY COUNCIL STAFF REPORT**

TO: Mark Relph, Public Works and Utilities Director  
FROM: Eileen List, Environmental Regulatory Coordinator  
SUBJ: USEPA Grant, "TMDL Development for Selenium in Grand Valley Washes"  
DATE: December 12, 2002

The City of Grand Junction is requesting Council authorization to apply for an \$80,000 grant to perform a detailed characterization of selenium in Persigo Wash, Adobe Creek and Lewis Wash. The grant is titled "TMDL Development for 303(d) listed streams in the Grand Valley: Adobe Creek, Persigo Wash and Lewis Wash". If received, the grant will be contracted to a qualified sub-recipient.

The Persigo Wastewater Treatment Plant discharges into Persigo Wash, which has been included on the Colorado 2002 list of impaired waters for selenium. This grant is directly relevant and beneficial to the temporary modification of stream standards on Persigo Wash as received by the Water Quality Control Commission in July, 2001. The results of this grant will assist the Persigo Temporary Modification Workgroup in addressing questions related to water quality in Persigo Wash, effects on endangered fish in the Colorado River, and the ultimate discharge location of the wastewater treatment plant.

This detailed characterization of selenium is needed to determine the sources and loads of selenium in Persigo Wash and other Grand Valley washes. Such characterization is important to aid selenium remediation planning and increase understanding to land use planners about the effect of land use on selenium concentrations and loadings in the Grand Valley.

The grant will complement the existing \$75,000 "Selenium Water Quality Trading Proposal" grant received by USEPA in September 2002 and under current contract with the URS Corporation.

Grant funds of \$80,000 are requested. The United States Geological Survey will provide a \$45,230 cash match; the City of Grand Junction will provide a \$2000 cash match; Mesa County will provide a \$2000 cash match. The City will also provide a \$5000 in-kind match for project planning, stakeholder communication and coordination, and contract administration.

The grant application deadline was December 3, 2002. The application request specified that the request was contingent on the approval of the Grand Junction City Council at its December 18 meeting.

Please call me at 256-4149 if you require additional information related to this grant application.

c: Greg Trainor, Utilities Manager

Mike Robertson, Wastewater Treatment Services Superintendent



**City of Grand Junction**  
Department of Public Works and Utilities  
250 North Fifth Street  
Grand Junction, CO 81501-2668  
FAX: (970) 245-8620

December 2, 2002

Consolidated Funding Process  
ATTN: Jennifer Harris  
U.S. EPA Region 8 8P-W  
999 18th Street, Suite 300  
Denver, CO 80202-2466

Dear Ms. Harris:

Attached is an \$80,000 funding request from the City of Grand Junction, Colorado to study and characterize selenium in streams in the Grand Valley area of Western Colorado. The project is titled "TMDL Development for 303(d) listed streams in the Grand Valley: Adobe Creek, Persigo Wash and Lewis Wash".

Two of these washes are listed on the 2002 Colorado 303(d) list. The project will provide a detailed characterization of the sources and loads of the selenium in Grand Valley washes. Such information is critical to aid in future selenium remediation planning by the Grand Valley Selenium Task Force, Colorado River Fish Recovery Program and the National Irrigation Water Quality Project. The State of Colorado would also gain important information needed to support TMDL development and implementation in these water segments.

The City of Grand Junction is collaborating with Mesa County for local funding of \$4000 for this project. Please note that the Consolidated Funding Process Request is contingent on approval by the Grand Junction City Council at its next meeting on December 18, 2002.

I can be reached at (970) 256-4149 if you have questions regarding the project.

Sincerely,

Eileen List  
Environmental Regulatory Coordinator

**CITY OF GRAND JUNCTION  
GRANT DATA SHEET**

**Date:** 12/11/2002

**Revision Number** \_\_\_\_\_

**Department:** Public Works and Utilities

**Contact:** Eileen List

**Phone:** 970-256-4149

**Sub-Recipient:** tbd

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**CONTRACT REQUIRED FOR ALL SUB-RECIPIENTS!**

**Grant Name:** TMDL Development for 303(d) Listed Streams in Grand Valley

**Grant #:** \_\_\_\_\_

**Source of Funds:** USEPA

**(Federal, State, Other)**

**Grantor:** USEPA Region VIII

**Contact:** Bruce Zander

**Phone:** 303-312-6846

**Purpose/Product/Outcome:**

Provide detailed characterization of the sources and loads of selenium in Persigo Wash, Adobe Creek and Lewis Wash. Selenium characterization of washes will aid selenium remediation planning and increase understanding to land use planners about the effect of land use on selenium concentrations and loadings in the Grand Valley.

***IF FEDERAL /STATE FUNDS, CHECK COMPLIANCE REQUIREMENTS LIST ON BACK!***

**Requirements/Schedule:**

**Will this require:**      **new employee(s)?**      No      **new equipment?**      No

**Financial Summary ( Attach Detail):**

Projected cost of project or program:	\$ 2,000	
Estimated cost of administration:	5,000	
Grant in-eligible costs (application):		
Total costs of grant.....		\$ 7,000
Amount of grant	\$ 80,000	
Other revenues	47,230	
Total revenues.....		\$ 127,230
Net cost of the project to the City.....		\$ -120,230
Amount to be appropriated:	\$ _____	

**Future Impacts:**

**Description**

Annual ongoing expenditures: \$ \_\_\_\_\_

Onetime/periodic expenditures: \$ \_\_\_\_\_



**Attach 23**

**Grant Application Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study**

**CITY OF GRAND JUNCTION**

<b><i>CITY COUNCIL AGENDA</i></b>							
<b>Subject</b>	USEPA Grant Application "Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study ": Consent to apply						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 12, 2002					File #	
<b>Author</b>	Eileen List			Environmental Compliance Coordinator			
<b>Presenter Name</b>	Mark Relph			Public Works Director			
<b>Report results back to Council</b>	X	No		Yes	When		
<b>Citizen Presentation</b>		Yes	X	No	Name		
	Workshop	X	<b>Formal Agenda</b>	X	Consent		<b>Individual Consideration</b>

**Summary:** The City of Grand Junction requests authorization to apply for an \$100,000 grant from the USEPA to be contracted to a qualified sub recipient. The grant proposal will provide a detailed mixing zone and diffuser study to assess the ultimate discharge location for the Persigo Wastewater Treatment facility into endangered fish critical habitat in Persigo Wash and the Colorado River.

**Budget:** The City will contribute an in-kind match of \$5000 for project planning, stakeholder communication and coordination, and contract administration.

**Action Requested/Recommendation:** Approve grant application.

**Attachments:**

3. Public Works and Utilities Division\*City Council Staff Report
4. Copy of general scope of project from Carollo Engineers
5. Grant Data Sheet

**Background Information:**

See attached staff report and Carollo Engineers general scope of project.

The City of Grand Junction Persigo Wastewater Treatment Plant discharges into Persigo Wash which is located 300 yards above the confluence with the Colorado River. This portion of the Colorado River is designated critical habitat for endangered

fish species. The temporary modification of stream standards on Persigo Wash was provided in July 2001 by the Water Quality Control Commission to assess, among other issues, the possibility of relocating the discharge from the treatment plant to the Colorado River. Many complicated issues are involved in such pipe relocation, including compliance with the federal Endangered Species Act.

## **PUBLIC WORKS AND UTILITIES DIVISION \* CITY COUNCIL STAFF REPORT**

TO: Mark Relph, Public Works and Utilities Director  
FROM: Eileen List, Environmental Regulatory Coordinator  
SUBJ: USEPA Grant, "Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study"  
DATE: December 12, 2002

The Utilities Division is requesting Council authorization to apply for an \$100,000 grant to perform a detailed mixing zone and diffuser study for the Persigo Wastewater Treatment Facility. The grant is titled "Colorado River Endangered Fish Critical Habitat Mixing Zone and Diffuser Study". If received, the grant will be contracted to a qualified sub-recipient.

The Persigo Wastewater Treatment Plant discharges into Persigo Wash a short distance above the confluence with the Colorado River. The United States Fish and Wildlife Service consider that portion of Persigo Wash below the treatment facility and the 18-mile reach of the Colorado River from Grand Junction to the Utah border as "critical habitat" for endangered fish species. Current Colorado Water Quality Control Division regulations mandate the use of a diffuser system into critical habitat areas. The mixing zone study will analyze how much of the Colorado River is available for dilution and subsequent mixing of the treatment plant discharge into the receiving waters. Such studies are needed to aid the City in the determination of the ultimate discharge location of the Persigo Wastewater Treatment Facility.

This grant is directly relevant and beneficial to studies supporting the temporary modification of stream standards on Persigo Wash as received by the Water Quality Control Commission in July, 2001. The results of this grant will assist the City and the Persigo Wash Temporary Modification Workgroup by:

- Gathering necessary mixing zone data and constructing computer mixing zone models
- Determining specifications and efficiencies of a diffuser discharge into the Colorado River
- Discuss mixing zone and diffuser modeling efforts with regulatory officials
- Estimate cost of diffuser implementation and outfall construction

Grant funds of \$100,000 are requested. The City will provide a \$5000 in-kind match for project planning, stakeholder communication and coordination, and contract administration.

The grant application deadline is December 31, 2002. Please call me at 256-4149 if you require additional information related to this grant application.

c: Greg Trainor, Utilities Manager  
Mike Robertson, Wastewater Treatment Services Superintendent

**From:** "John Fraser" <JFraser@carollo.com>  
**To:** <Eileenl@ci.grandjct.co.us>  
**Date:** 12/11/02 10:24AM  
**Subject:** Re: Diffuser Study

Eileen

I know you have been working on various related issues with Carl and Max Grimes. Carl is temporarily out of the office so I will provide what information I can. I have spoken to both Jim Egan and Max regarding some of the issues you face in Grand Junction. We all agree that the budgetary numbers provided below are reasonable for completion of a dilution study and outfall evaluation to support a decision to provide additional treatment or to relocate your discharge point.

Carollo has performed several diffuser studies throughout the western US. We typically use a subconsultant specializing in modeling to assist us. We have worked nationally with Susan Paulson at Flow Science to perform the modelling and we work locally with Max Grimes at RMI to assist in permitting and water quality analysis. This year we completed two major diffuser studies one for 180 mgd Sacramento regional WWTP into Sacramento river and one for City of Turlock into the San Joaquin river. Carollo's Denver office did the design of the 30 mgd Turlock tertiary system and outfall.

We would envision a general scope for a diffuser study that looks something like the following

1. Gather average, seasonal and instantaneous flow info on river and wastewater effluent. Gather river characteristics, temperature and info regarding key constituents of concern.
2. Construct mixing zone computer model
3. Model mixing zone and dilution impacts for several outfall configurations. Make recommendations regarding location, orientation, length and port size and spacing in order to create optimum initial dilution.
4. Meet with regulatory agencies to discuss modeling effort and mixing/ dilution characteristics. (reasonable effort of 1 to 2 meetings)
5. Estimate cost of implementation and outfall construction.

## 6. Prepare draft and final reports

A typical level of effort in a non-controversial permit situation of general public interest would likely range in cost from

Total Cost Range \$35,000 - \$70,000

Cost breakdown by task is as follows

Task 1 - \$6,000- \$15,000

Tasks 2 & 3 - \$15,000 - \$20,000

Task 4 Typical effort 1-2 mtngs \$3,000 - \$5,000  
Extra Effort 3-4 mtngs \$8,000- \$12,000

Task 5 \$5,000- 15,000 depending upon detail required

Task 6 \$6,000 - \$8,000

One Optional Task that is often required is

Dye tracer study - \$20,000 -\$25,000

Although we have not discussed all of the specifics of your exact study needs, we estimate that an average level of effort can be comfortably accomplished for \$50,000 and a more elaborate effort for about \$100,000.

One interesting note. Duane Jensen who works with several of our outfall and diffuser design projects in Southern California served as Grand Junction's City Engineer in the late 70s. Duane helped develop a diffuser model for Grand Junction back then. This historical perspective may prove valuable as you proceed with this work.

As you know, Carollo is very interested in working with you on this project when you are ready to move forward. The availability of Duane Jensen as advisor combined with our relationship with RMI and other national diffuser modeling firms provides both technical expertise, local knowledge and engineering efficiency.

We hope Carl will be back in action after the first of the year. In the mean time do not hesitate to contact me with any questions and we will do our best to quickly respond.

Thanks

Sincerely

John Fraser



Net cost of the project to the City.....: \$ -95,000  
 Amount to be appropriated: \$ \_\_\_\_\_

	<b>Future Impacts:</b>	<b>Description</b>
Annual ongoing expenditures:	\$ _____	_____
Onetime/periodic expenditures:	\$ _____	_____

Revenue account number: Fund 902 Org 62211 Account 42143 Pgm 30 Activity tba

Expenditure account number: Fund 902 Org 62211 Account 70410 Pgm 30 Activity tba

*(If more than one account, attach a list.)*

Are revenues/expenses included in the current budget? No Revised? No

**Approvals:** Department \_\_\_\_\_ Date: \_\_\_\_\_  
 Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 Grant Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council: Approved \_\_\_\_\_ Acceptance \_\_\_\_\_ Contracts \_\_\_\_\_  
 Council: : \_\_\_\_\_ : \_\_\_\_\_ : \_\_\_\_\_

**Dates:**

Application deadline 12/31/2002 Award of grant: \_\_\_\_\_ Extension deadline \_\_\_\_\_  
 Date of receipt: \_\_\_\_\_ Required completion date: \_\_\_\_\_ Closeout \_\_\_\_\_

Report(s) required: \_\_\_\_\_ (date, monthly, quarterly)

ATTACH NOTES AS NECESSARY – FINANCIAL ANALYSIS, METHOD/TIMING OF PAYMENTS, MULTIPLE REQUIREMENTS, SCHEDULE, OTHER EXPLANATIONS.

**Attach 17**  
**Amending Sewer System Rates for Year 2003**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Wastewater Rates for 2003						
<b>Meeting Date</b>	December 18, 2002						
<b>Date Prepared</b>	December 10, 2002				<b>File #</b>		
<b>Author</b>	Greg Trainor			<b>Utility Manager</b>			
<b>Presenter Name</b>	Greg Trainor			<b>Utility Manager</b>			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>	<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>		
<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:**

Resolution Amending Persigo System Wastewater Rates for the Year 2003, affecting a 5% rate increase on all wastewater services provided, effective January 1, 2003.

**Budget:**

Wastewater rates will increase from \$12.00 per month per EQU to \$12.60 per month per EQU. A 5% rate increase will also go into effect for septic disposal, grease disposal, and industrial pretreatment surcharges.

**Action Requested/Recommendation:**

Adopt Resolution

**Attachments:**

See Attached Resolution

**Background Information:**

Periodic rate adjustments are described in the long-term financial plan for the Persigo Wastewater System. Normal rate increases are scheduled at 2.50% per year. However, in order to meet the debt service requirements for the combined sewer separation project a rate of 5% was approved by the City Council and Board of County Commissioners earlier in 2002.

Resolution No. \_\_\_\_\_

**A Resolution Amending Persigo System Wastewater Rates for the Year 2003**

Recitals:

Whereas, the City of Grand Junction, as an owner and managing entity of the Persigo Wastewater Sewer System, sets rates on an annual basis for providing wastewater services to customers with the 201 sewer service area boundary; and

Whereas, rates are established within the Persigo System's long-term Financial Plan; and

Whereas, the Persigo System, in order to fund operating expenses and capital improvements for the year 2003, to fund debt service obligations of the 1992 Refunded Revenue Bonds, to fund debt service and all other loan agreement requirements of the Clean Water Revenue Bonds (2002 Series A) issued by the Colorado Water Resources and Power Development Authority on May 1, 2002, a five percent rate increase for the year 2003 is required; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING RATE BE IN EFFECT BEGINNING January 1, 2003:

\$12.60 PER MONTH PER EQU (Single Family Equivalent Unit) for both Backbone and Collection Services. The Backbone portion of the rate will be \$9.51 and the Collection service portion of the rate will be \$3.09.

All other rates for disposal of wastes to the Persigo System will increase by 5%. This includes septic tank disposal charges, grease charges, and industrial pretreatment surcharges and fees.

RESOLVED THIS 18<sup>TH</sup> DAY OF DECEMBER, 2002

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Mayor

**Attach 24**

**Public Hearing – Special Assessment and Issuance of Bonds for Rimrock Marketplace**

**CITY OF GRAND JUNCTION**

<b><i>CITY COUNCIL AGENDA</i></b>									
Subject		Rimrock Ordinances							
Meeting Date		December 18, 2002							
Date Prepared		December 12, 2002					File #		
Author		Ron Lappi			Administrative Services Director				
Presenter Name		Ron Lappi			Administrative Services Director				
Report results back to Council		<input checked="" type="checkbox"/>	No		Yes	When			
Citizen Presentation			Yes	<input checked="" type="checkbox"/>	No	Name			
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	Individual Consideration	

**Summary:** This is the second reading of three related ordinances for Rimrock Market Place G.I.D. They authorize creating a special assessment district, bond sale of \$3,980,000, and assessing the properties in the district. (The Public Hearing and Second Reading of the Ordinances are hereby continued to the Regular Meeting on Monday, December 2, 2002.)

**Budget:** The issuance of the GID bonds are not a financial obligation of the City of Grand Junction. They will be paid over 15 years by property assessment against the five lots.

**Action Requested/Recommendation:** Approve the second reading of three ordinances; a Rimrock GID Special Assessment District Creation Ordinance; a Rimrock GID Bond Ordinance and an Assessment Ordinance and set a public hearing for Monday, December 2, 2002.

**Attachments:** Ordinances for Rimrock Market Place General Improvement District to be able to sell special assessment bonds to pay for the public improvement portions of Rimrock.

**Background Information:** The City Council sitting as the board of directors for the Rimrock G.I.D. approved on October 16, 2002 the Special Improvement District Agreement between the GID and the Developer of Rimrock. This agreement was the first step to actually selling Special Assessment Bonds to finance the public improvements associated with this development. These three ordinances are the next steps to actually issue the debt.

ORDINANCE NO. \_\_

AN ORDINANCE CREATING THE RIMROCK  
MARKETPLACE SPECIAL IMPROVEMENT DISTRICT  
WITHIN THE CITY OF GRAND JUNCTION RIMROCK  
MARKETPLACE GENERAL IMPROVEMENT DISTRICT.

WHEREAS, the City of Grand Junction Rimrock Marketplace General Improvement District (the "GID"), 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 have been duly elected and qualified and serve ex officio as the Board of Directors of the GID (the "Board"); and

WHEREAS, pursuant to Section 31-25-611.5, C.R.S., the Board may establish special improvement districts within the boundaries of the GID, pursuant to part 5, of Article 25 of Title 31, C.R.S. (the "SID Act"); and

WHEREAS, the GID and THF Belleville Development, L.P. (the "Owner"), the owner of 100% of the real property in the GID, have executed the Special Improvement District Agreement made and entered into on October 29, 2002 (the "Agreement") concerning the formation of the Rimrock Marketplace Special Improvement District (the "District"); and

WHEREAS, the pursuant to Section 31-25-503(4.5), C.R.S., if a petition for an improvement is signed by 100% of the owners of the assessable property in a special improvement district and contains a request for waiver of all requirements for notice, publication, and a hearing set forth in Sections 31-25-503, C.R.S., the Board may waive all of such requirements; and

WHEREAS, the pursuant to Section 31-25-503(9), C.R.S., a special improvement district may be created for the purpose of acquiring existing improvements in which case the provisions of the SID Act concerning construction of improvements, competitive bidding and preliminary plans and specifications do not apply; and

WHEREAS, the pursuant to Section 31-25-503(10), C.R.S., the Board is authorized to enter into agreements with any owner of property in the District concerning the construction or acquisition of improvements, the assessment of costs thereof, the waiver or limitation of legal rights or any other matter concerning the District; and

WHEREAS, pursuant to the Agreement, the Owner: (a) waived all requirements for notice, publication, and a hearing set forth in Sections 31-25-503, C.R.S.; (b) agreed that the GID may proceed to form the District, order that the proposed improvements be acquired and improved, issue the bonds payable in part from the levy of assessments on property in the District, and otherwise finance the cost of the improvements described in the Agreement (the "Project"); (c) waived any and all formalities required by the laws of the United States and the State of Colorado in order to form the District including, but not limited to, the notice and hearing provisions of Sections 31-25-503, C.R.S. and the Owner's right to bring a legal or

equitable action challenging the formation of the District; (d) waived all powers, privileges, immunities and rights as against the GID or 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 GID, the Board and the officers of the GID (including, without limitation, the proper description of the property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District; (e) consented and agreed 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; and (h) represented and warranted 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; and

WHEREAS, it is necessary to amend the Agreement in certain respects, and there has been filed with the Secretary a First Amendment to SID Agreement between the Owner and the GID (the "First Amendment"); and

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

Findings and Determinations. The Board hereby accepts the Agreement as a petition for the formation of a special improvement district within the GID to be known as "Rimrock Marketplace Special Improvement District." The Board hereby finds and determines as follows:

that the Agreement is signed by one hundred percent of the owners of taxable real property to be included within the District;

that the Agreement contains a request for waiver of all requirements for notice, publication, and a hearing set forth in Sections 31-25-503, C.R.S.;

that the proposed District's improvements to be acquired, constructed, installed, operated, or maintained:

are improvements that the City of Grand Junction is authorized to provide under the City's home rule charter (the "Charter"); and

do not duplicate or interfere with any municipal improvement already constructed or planned to be constructed within the limits of the proposed district;

that the organization of the District will serve a public use and will promote the health, prosperity, security and general welfare of the inhabitants of the GID and the proposed district;

the property to be included in the SID is especially benefited by the Project;

that the request for waiver is hereby granted; and

that the SID should be established.

These findings and determinations of the Board are final and conclusive on all parties in interest, whether appearing or not.

Establishment of District. It appearing that the Petition has been duly signed and presented in conformity with Colorado law and that the allegations of the Petition are true, the Board, by this ordinance, hereby finds that it has full jurisdiction under the law to adopt this ordinance, that the proposed district for which the Petition has been filed is hereby declared organized and shall be known as "Rimrock Marketplace Special Improvement District", by which, in all proceedings, it shall hereafter be known.

District Boundaries. The District boundaries are:

LOTS 1, 2, AND 3 OF BLOCK 1, LOT1  
OF BLOCK 2, AND LOT 1 OF BLOCK 3 OF RIMROCK MARKETPLACE  
MESA COUNTY, COLORADO

District Improvements. The improvements are more specifically described in the Agreement. A general description of the improvements to be acquired within the District is as follows:

Improvement

Grand Junction Drainage Ditch

Rimrock Avenue / 25-1/2 Road

Highway 6 & 50

Signalization of Highway 6 & 50

Sam's Club ROW Construction

Roundabout

Golden Corral ROW Construction

The improvements are hereby ordered to be acquired as provided in the Agreement.

First Amendment. The form, terms and provisions of the First Amendment are approved, and the GID shall enter into and perform its obligations under the First Amendment 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 GID are hereby authorized and directed to execute and deliver such document as required hereby.

Filing of Ordinance. The Secretary shall file this ordinance after final passage and approval with the Mesa County Assessor, the Mesa County Treasurer, and the Division of Local Government in the Department of Local Affairs.

Ordinance Conclusive. This ordinance shall finally and conclusively establish the regular organization of the District against all persons unless an action attacking the validity of the organization is commenced in a court of competent jurisdiction within thirty days after the adoption of this ordinance. Thereafter, any such action shall be perpetually barred.

Repealer. All bylaws, orders, resolutions and ordinances of the GID, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency as applicable to this matter only. This section shall not be construed to revive any other such bylaw, order, resolution or ordinance of the GID, or part thereof, heretofore repealed.

Severability. If any section, subsection, paragraph, clause or other provision of this ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this ordinance, the intent being that the same are severable.

Effective Date, Recording and Authentication. This ordinance shall be in full force and effect 30 days after publication following final passage. This ordinance, as adopted by the Board, shall be numbered and recorded by the Secretary in the official records of the District. The adoption and publication shall be authenticated by the signatures of the President of the Council as the ex officio President of the Board and City Clerk as the ex officio Secretary of the Board, and by the certificate of publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM ON NOVEMBER \_\_, 2002.

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM ON DECEMBER \_\_, 2002.

CITY OF GRAND JUNCTION  
RIMROCK MARKETPLACE GENERAL  
IMPROVEMENT DISTRICT

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

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

I, the duly elected, qualified and acting 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 the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council serving ex officio as the Board of Directors of the District (the "Board") at a regular meeting of the Council held at City Hall on \_\_\_\_\_, 2002. A quorum of the Board was in attendance at said meeting.

- That the passage of the Ordinance on first reading was duly moved and seconded at a regular meeting of the Council on November \_\_, 2002 and the Ordinance was approved on first reading by a vote of not less than four members of the Board as follows:

Those Voting Aye: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Those Voting Nay: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Those Absent: \_\_\_\_\_  
 \_\_\_\_\_

Those Abstaining: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- That the passage of the Ordinance on second and final reading was duly moved and seconded at a regular meeting of the Board on December \_\_, 2002 and the Ordinance was approved on second and final reading by a vote of not less than four members of the Council as follows:

Those Voting Aye: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Those Voting No: \_\_\_\_\_

Those Abstaining: \_\_\_\_\_

Those Absent: \_\_\_\_\_

- That the Ordinance has been authenticated by the President, sealed with the corporate seal of the District, attested by me as Secretary, and duly recorded in "The Ordinance Book" of the District; and that the same remains of record in "The Ordinance Book" of the District.

- That notices of the meetings of November \_\_, 2002 and December \_\_, 2002, in the forms attached hereto as Exhibit A, were duly given to the Board members and were posted in a designated public place within the boundaries of the District no less than twenty-four hours prior to the meetings as required by law.

- That the Ordinance was published after first reading in pamphlet form and notice of hearing was published in *The Daily Sentinel*, a daily newspaper published and of general circulation in the City on \_\_\_\_\_, 2002 and the Ordinance was published after final adoption in pamphlet form. The affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
 City Clerk ex officio  
 Secretary of the District

(SEAL)

**EXHIBIT A**

(Attach Notices of Meeting)

**EXHIBIT B**

(Attach Affidavits of Publication)

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

AN ORDINANCE CONCERNING THE RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT AND AUTHORIZING THE ISSUANCE OF SPECIAL ASSESSMENT BONDS.

**WHEREAS**, the City of Grand Junction Rimrock Marketplace General Improvement District (the "GID"), 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 have been duly elected and qualified and serve ex officio as the Board of Directors of the GID (the "Board"); and

**WHEREAS**, pursuant to Section 31-25-611.5, C.R.S., the Board may establish a special improvement district, within the boundaries of the GID, pursuant to part 5, Article 25 of Title 31, C.R.S. (the "SID Act"); and

**WHEREAS**, the GID and THF Belleville Development, L.P. (the "Owner"), the owner of 100% of the real property in the GID, have executed the Special Improvement District Agreement made and entered into on October 29, 2002 (the "Agreement") concerning the formation of the Rimrock Marketplace Special Improvement District (the "District"); and

**WHEREAS**, the GID Board has, pursuant to the requisite preliminary proceedings, created the District for the purpose of acquiring and improving local improvements described in the Agreement (the "Project"), and has provided that all or a portion of the cost and expense of the Project shall be paid by special assessment, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

**WHEREAS**, the Board has provided for the payment of the cost and expense of the Project and by an ordinance heretofore passed and adopted (the "Assessment Ordinance") has levied assessments in the amount of \$3,980,000 against the assessable lots, tracts and parcels of land in the District benefited by the Project; and

**WHEREAS**, on November 6, 2001, the eligible electors of the GID approved the following question:

SHALL CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$3,980,000 WITH A REPAYMENT COST OF \$7,545,200 AND SHALL DISTRICT TAXES BE INCREASED \$1,036,800 ANNUALLY SUBJECT TO THE FOLLOWING:

(1) THE PROCEEDS OF SUCH DEBT SHALL BE USED FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF STREET IMPROVEMENTS AND ALL OTHER NECESSARY, INCIDENTAL, APPURTENANT, AND CONVENIENT FACILITIES, EQUIPMENT, LAND AND PROPERTY RIGHTS OR REFUNDING DEBT ISSUED FOR SUCH PURPOSES;

(2) SUCH TAX INCREASE SHALL BE GENERATED BY A PROPERTY TAX MILL LEVY WITHOUT LIMITATION AS TO RATE OR AMOUNT OR SPECIAL ASSESSMENTS, AS DETERMINED BY THE BOARD, THE PROCEEDS OF WHICH SHALL BE USED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT);

(3) SUCH DEBT MAY BE EVIDENCED BY BONDS, NOTES, CONTRACTS, LOAN AGREEMENTS OR OTHER FORMS OF INDEBTEDNESS BEARING INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 8.00%;

(4) SUCH DEBT MAY BE SOLD IN ONE SERIES OR MORE, ON TERMS AND CONDITIONS AS THE BOARD OF DIRECTORS OF THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OR PREPAYMENT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF THE PREMIUM; AND SHALL THE EARNINGS FROM THE INVESTMENT OF THE PROCEEDS OF SUCH DEBT AND TAX REVENUES BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION, AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

**WHEREAS**, the Board desires to issue its Rimrock Marketplace Special Assessment Bonds, Series 2002 in the aggregate principal amount of not to exceed \$3,980,000 (the "Bonds") to provide funds to pay all or a portion of the cost and expense of the Project; and

**WHEREAS**, the Bonds are to be payable from the sources permitted by Parts 5 and 6 of Article 25 of Title 31, Colorado Revised Statutes, and all laws amendatory thereof and supplemental thereto (the "Act"), as more fully described herein; and

**WHEREAS**, the Bonds are to be sold by the GID to Kirkpatrick Pettis (the "Purchaser") on the terms set forth in the Bond Purchase Contract to be dated the date of sale of the Bonds in substantially the form filed with the Secretary (the "Bond Purchase Contract"); and

**WHEREAS**, all acts and proceedings required by law necessary to make the Bonds, when executed by the GID, authenticated and delivered by the Paying Agent (hereinafter defined) and duly issued, the valid, binding and legal obligations of the GID payable in accordance with their terms, and to constitute this Ordinance a valid and binding obligation of the GID of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION ACTING AS EX OFFICIO BOARD OF DIRECTORS OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT DOES ORDAIN:**

#### DEFINITIONS; EQUAL SECURITY

Short Title; Definitions. This Ordinance shall be known as, and may be cited by, the short title Rimrock Marketplace Bond Ordinance. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Ordinance and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

**"Act"** means Parts 5 and 6 of Article 25 of Title 31 and Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended from time to time.

**"Administration Costs"** means the reasonable administration costs and other expenses of the GID incurred in connection with the Bonds, the Assessments, the Project and for certain other purposes, all as provided in the Financing Agreement.

**"Administration Fund"** means the "Rimrock Marketplace Administration Fund" established in Section 3.05 hereof.

**"Annual Debt Service"** means, for each Bond Year, the sum of (1) the interest falling due on all Outstanding Bonds in such Bond Year, assuming that all Outstanding Serial Bonds are retired as scheduled and that all Outstanding Term Bonds, if any, are redeemed as may be scheduled (except to the extent that such interest is to be paid

from the proceeds of sale of any Bonds), (2) the principal amount of the Outstanding Serial Bonds, if any, maturing by their terms in such Bond Year, and (3) the minimum amount of such Outstanding Term Bonds required to be paid or called and redeemed in such Bond Year. "Annual Debt Service" shall not include interest on Bonds that is to be paid from amounts constituting capitalized interest.

**"Assessment" or "Assessments"** means the aggregate special assessment or individual portions thereof, as the case may be, levied by the GID constituting a first lien and charge upon benefited lots, tracts and parcels of land within the District, co-equal with the latest lien thereon to secure the payment of general (ad valorem) taxes.

**"Assessment Credit"** means a credit applied equally against the next two Assessment Installments due but not yet billed, which shall be applied on a pro rata basis, based on the unpaid principal balance (not including any delinquent installment of principal) assessed, against each parcel of property.

**"Assessment Installments"** means the installments of principal and interest of the Assessments to be paid by the owners of the benefited lots, tracts and parcels of land within the District.

**"Assessment Ordinance"** means the assessment ordinance adopted by the Board and any ordinance amending such ordinance.

**"Average Annual Debt Service"** means the average Bond Year Annual Debt Service over all Bond Years.

**"Bonds"** means the Rimrock Marketplace Special Assessment Bonds, Series 2002 issued hereunder.

**"Bond Fund"** means the "Rimrock Marketplace Bond Fund" established in Section 3.03 hereof.

**"Bond Purchase Contract"** means the Bond Purchase Contract between the GID and the Purchaser.

**"Bond Reserve Fund"** means the "Rimrock Marketplace Bond Reserve Fund" established in Section 3.04 hereof.

**"Bond Year"** means (i) with respect to the initial Bond Year, the period extending from the date the Bonds are originally delivered to and including December 1, 2003 and (ii) thereafter, each successive twelve month period. Notwithstanding the foregoing, the term Bond Year as used in the Tax Certificate is defined in the manner set forth in the Tax Certificate.

**"Business Day"** means any day on which the Paying Agent is open for business at its Principal Corporate Trust Office.

**"Certificate of the GID"** means an instrument in writing signed by the GID President, GID Treasurer or by any other officer of the GID duly authorized by the Board for that purpose.

**"Code"** means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

**"Construction Fund"** means the "Rimrock Marketplace Construction Fund" established in Section 3.02 hereof.

**"Contingencies"** means amounts determined by the Treasurer to be necessary to create a prudent reserve to pay (i) anticipated costs of the GID associated with the District, including (without limitation) legal expenses, engineering fees, financial or other consultant fees, and other out-of-pocket costs, and (ii) scheduled principal and interest on the Bonds to the extent funds will not otherwise be available therefor in the Bond Fund; provided, that the Treasurer has a reasonable basis for such determination.

**"Continuing Disclosure Certificate"** means the Continuing Disclosure Certificate executed by the President and dated as of the date of delivery of the Bonds, in substantially the form now before the Board, and any amendments and supplements thereto.

**"Developer"** means THF Belleville Development, L.P.

**"District"** means Rimrock Marketplace Special Improvement District.

**"Excess Revenues"** means the portion of the Assessment installments and penalties, if any, thereon received by the GID in any Bond Year that is in excess of the amount required to pay the principal of and interest on the Bonds in such Bond Year, plus the amount, if any, needed to increase the amount on deposit in the Bond Reserve Fund to the Reserve Requirement.

**"Financing Agreement"** means the Special Improvement District Agreement made and entered into on October 29, 2002, between the GID and the Developer, as amended from time to time.

**"GID"** means City of Grand Junction Rimrock Marketplace General Improvement District.

**"Government Obligations"** means:

- (1) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (2) obligations of any of the following federal agencies, which obligations are secured by the full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration.

**"Holder"** means any person who shall be the registered owner of any Outstanding Bond.

**"Independent Certified Public Accountant"** means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the GID, and who, or each of whom --

- (1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the GID;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the GID; and
- (3) is not connected with the GID as a member, officer or employee of the GID, but who may be regularly retained to audit the accounting records of and make reports thereon to the GID.

**"Letter of Credit"** means any irrevocable letter of credit issued by a financial institution acceptable to the Treasurer of the GID which secures payment of the Bonds or the assessments.

**"Maximum Annual Debt Service"** means the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any Outstanding Bonds.

**"Opinion of Counsel"** means a written opinion of Sherman & Howard L.L.C. or such other counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the GID.

**"Ordinance"** means this Ordinance, as the same may be supplemented and amended from time to time as provided herein.

**"Outstanding,"** when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.03) all Bonds except:

- (1) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;
- (2) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and
- (3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the GID pursuant hereto.

**"Paying Agent"** means Wells Fargo Bank West, National Association, being the GID's agent for the payment of the Bonds and interest thereon, or its successors and assigns appointed in accordance with the provisions hereof.

**"President"** means the President of the City of Grand Junction City Council, the ex officio President of the GID.

**"Principal Corporate Trust Office"** means the corporate trust office of the Paying Agent located in Denver, Colorado, or such other office or offices as the Paying Agent shall designate from time to time. In the event the City Treasurer becomes the Registrar or Paying Agent, the Principal Corporate Trust Office shall be the office of the City Treasurer in Grand Junction, Colorado.

**"Project"** means the public improvements to be constructed in the District as described in the ordinance creating the District adopted by the Board.

**"Purchaser"** means Kirkpatrick Pettis.

**"Rebate Fund"** means the "Rimrock Marketplace Rebate Fund" created in Section 3.06 hereof.

**"Record Date"** means the fifteenth day of the calendar month preceding the calendar month in which each regularly scheduled interest payment date for the Bonds occurs

**"Registrar"** means the Paying Agent, being the GID's agent for the registration, transfer and exchange of the Bonds, or its successors and assigns appointed in accordance with the provisions hereof.

**"Reserve Requirement"** means an amount equal to the lesser of: (i) ten percent (10%) of the original principal amount of the Bonds; (ii) one hundred twenty-five percent (125%) of Average Annual Debt Service on the Bonds; and (iii) Maximum Annual Debt Service on all Bonds Outstanding, less the sum of all downward adjustments to the Reserve Requirement due to the prepayment of Assessments as provided in Section 3.04(e) hereof or due to the issuance of Refunding Bonds as provided in Section 2.11 hereof. The amount of the Reserve Requirement upon initial delivery of the Bonds shall be confirmed in the Sales Certificate.

**"Sales Certificate"** means a certificate of the President, dated on or before the date of delivery of the Bonds, setting forth the rates of interest on the Bonds, the dates on which principal and interest shall be paid, the dates on which and prices at which Bonds may be called for redemption, the price at which the Bonds will be sold, the total

principal amount of the Bonds and the amount of principal maturing on each date, the existence and amount of capitalized interest, and the amount to be initially deposited to the Reserve Fund, subject to the requirements of this Ordinance.

**"Secretary"** means the City Clerk of the City of Grand Junction, the ex officio Secretary of the GID.

**"Serial Bonds"** means Bonds for which no sinking fund payments are provided.

**"Special Record Date"** means a special date fixed by the Paying Agent to determine the names and addresses of Holders for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 2.02 hereof.

**"Supplemental Act"** means Part 2 of Article 57 of Title 11, Colorado Revised Statutes.

**"Supplemental Ordinance"** means any ordinance then in full force and effect which has been duly adopted by the Board which amends this Ordinance; but only if and to the extent that such Supplemental Ordinance is specifically authorized hereunder.

**"Tax Certificate"** means the Federal Tax Exemption Certificate delivered by the GID at the time of the issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with its terms.

**"Term Bonds"** means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

**"Treasurer"** means the Treasurer of the City of Grand Junction, the ex officio Treasurer of the GID.

**"Trust Estate"** means (i) all Assessments, (ii) all moneys and securities from time to time held by the GID in the Bond Reserve Fund and the Bond Fund (including all earnings thereon except to the extent deposited in the Rebate Fund), (iii) the proceeds of draws under the Letter of Credit deposited by the GID in the Bond Fund and (iv) any and all other real or personal property of every name and nature hereafter by delivery or in writing specially pledged as additional security for the Bonds

Equal Security. In consideration of the acceptance of the Bonds by the Holders thereof, this Ordinance shall be deemed to be and shall constitute a contract between the GID and the Holders from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds that may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein. All agreements and covenants set forth herein to be performed by or on behalf of the GID shall be for the equal and proportionate benefit, protection and security of all Holders of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

## ISSUANCE AND TERMS OF BONDS

**Ratification of Actions: Authorization and Purpose of Bonds.** All actions, proceedings, matters and things heretofore taken, had and done by the GID and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the acquisition and improvement of the Project, the levy of Assessments for those purposes, the validation and confirmation of the assessment roll and the Assessments therein, and the sale of the Bonds to the Purchaser, are ratified,

approved and confirmed, including, without limitation, the execution and delivery of the Bond Purchase Contract and the distribution of the Preliminary Official Statement for the Bonds. The GID has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the GID is now duly authorized, pursuant to each and every requirement of law, to issue the Bonds in the form and manner provided herein and that the Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the GID, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the Supplemental Act to the Bonds. The Bonds are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 C.R.S., such recital conclusively imparts full compliance with all provisions of said sections, and the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value. Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to the President the authority to accept the proposal of the Purchaser to purchase the Bonds and to execute any purchase contract in connection therewith, as well as the authority to make determinations in relation to the Bonds contained in the Sale Certificate subject to the parameters and restrictions contained in Section 2.02 hereof.

Terms of the Bonds. For the purpose of defraying the entire cost and expense to the GID of the Project, there shall be issued the GID's special assessment bonds designated as the "Rimrock Marketplace Special Assessment Bonds, Series 2002" in the aggregate principal amount of not to exceed \$3,980,000, which Bonds shall be dated as the date of delivery of the Bonds and shall be in the form of fully registered Bonds in denominations of \$5,000 and any integral multiple thereof. The Bonds shall bear interest at the rates per annum designated in the Sales Certificate, from the most recent interest payment date for which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds, to their respective maturity, payable semiannually on the dates set forth in the Sale Certificate.

The Bonds shall mature, bear interest from their dated date to maturity or prior redemption and be sold, all as provided in the Sale Certificate; provided that (a) the aggregate principal amount of the Bonds shall not exceed \$3,980,000; (b) the net effective interest rate of the Bonds does not exceed the maximum net effective interest rate authorized at the November 6, 2001 election; (c) the Bonds shall mature no later than December 1, 2017; and (d) the purchase price of the Bonds shall not be less than 97%.

The Bonds shall mature on December 1 in each of the years and in the amounts designated in the Sales Certificate. The principal of each Bond shall be payable at the Principal Corporate Trust Office upon presentation and surrender of the Bond. Except as provided in Section 2.09 hereof, payment of interest on any Bond shall be made to the Holder thereof, as of the close of business on the Record Date for such interest payment date, by check mailed by the Paying Agent to such Holder's address as it appears on the registration records kept by the Registrar, but any such interest not so

timely paid shall cease to be payable to the Holder thereof as of the close of business on the Record Date and shall be payable to the Holder thereof as of the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to such Holders not less than ten days prior thereto by first-class postage prepaid mail, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to in writing between the Holder of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption and moneys are not available therefor, interest shall continue at its stated rate per annum until the principal thereof is paid in full. Interest on the Bonds shall be calculated based on a 360-day year, consisting of twelve 30-day months. All such payments shall be made in lawful money of the United States of America.

The Holder of \$1,000,000 or more in aggregate principal amount of Bonds may request in writing that the Paying Agent pay the interest thereon by wire transfer to an account in the United States, such request to be filed with the Paying Agent not later than the applicable Record Date.

#### Redemption of Bonds.

The Bonds shall be subject to redemption at the option of the GID from any legally available funds on the dates set forth in the Sales Certificate in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such manner as the GID may determine (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed and accrued interest thereon to the redemption date, plus a premium of not more than 3% as set forth in the Sales Certificate.

Any Assessment that is voluntarily prepaid shall be used to redeem Bonds on the next interest payment date that is at least 45 days after receipt of such prepayment; provided that the amount of any such prepaid Assessment that is less than \$5,000 and cannot be used by such interest payment date to redeem Bonds may be used to pay principal of or interest on the Bonds due on such interest payment date; and provided further that all or any portion of such prepaid Assessment may be used to pay principal of or interest on the Bonds if necessary to avoid or cure a default in payment of principal of or interest on the Bonds. The Paying Agent shall not be required to give notice of any such redemption unless it has received written instructions from the GID in regard thereto at least twenty days prior to such redemption date; provided, that the Paying Agent may waive said twenty-day requirement.

The Term Bonds shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sales Certificate. Not more than sixty days nor less than fifteen days prior to each such sinking fund redemption date, the Registrar, shall proceed to redeem the Bonds so designated for mandatory prior redemption from such sinking fund on the next sinking fund redemption date, and shall give notice of such redemption as provided in Section 2.04 without further instruction or notice from the GID.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the GID may (i) deliver to the Registrar, for cancellation, Term Bonds of the appropriate maturity in an aggregate principal amount desired by the GID, or (ii) specify a principal amount of Term Bonds of the appropriate maturity, which prior

to said date have been redeemed (other than through the operation of the sinking fund) and canceled by the Registrar or the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Term Bond or portion thereof so delivered or previously redeemed will be credited by the Registrar at 100% of the principal amount thereof against the obligation of the GID on such sinking fund redemption date and any excess over such amount shall be credited against future sinking fund redemption obligations for the Term Bonds of that, maturity in chronological order or any other order specified by the GID.

If less than all of the Bonds are to be redeemed pursuant to paragraph (a) of this Section, the Bonds to be redeemed shall be selected proportionately from each outstanding maturity of the Bonds, including any sinking fund installments pursuant to paragraph (b) of this Section, unless the Treasurer determines that even using a different method of selecting Bonds to be redeemed the Assessment Installments will be sufficient to pay the principal and interest of the Bonds that would remain outstanding on each interest payment date subsequent to the redemption date. The redemption premium, if any, shall be paid from a prepayment penalty provided for in the Assessment Ordinance; provided, however, that nothing herein shall prevent the payment of any such redemption premium from any other funds available for that purpose. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, at the request of, and without charge to, the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

#### Notice of Redemption.

Unless waived by the Holder of a Bond to be redeemed, notice of redemption shall be given by the Registrar in the name of the GID by mailing such notice at least fifteen days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses as shown on the registration records. Failure to give such notice to the Holder of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds. All such notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Corporate Trust Office. Except as provided in subsection (c) below, after such notice has been given in the manner provided herein, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation and surrender thereof the GID shall pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as provided in this Ordinance for the payment of interest. A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Bondholder of a notice of redemption shall not be a condition precedent to the redemption of that Bond.

All Bonds redeemed pursuant to the provisions of this Section shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Notwithstanding the provisions of subsection (a) above, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Holders of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Execution of Bonds. Pursuant to Section 11-55-103, C.R.S., the President, the Secretary and Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, each of the Bonds shall be signed and executed in the name of the GID with the manual or facsimile signature of the President, countersigned with the manual or facsimile signature of the Treasurer, and attested with the manual or facsimile of the signature of the Secretary. The seal of the GID or a facsimile thereof shall be affixed to each Bond. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the GID (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign any Bond at the time of its execution and of the execution of a signature certificate may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Bond.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the manual signature of the Registrar (or a duly authorized officer thereof), and such certificate of authentication of the Registrar upon any Bond shall be the only competent evidence that such Bond has been duly issued and delivered.

Lost, Stolen, Destroyed or Mutilated Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the Holder thereof a replacement for such Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar shall direct the Paying Agent to pay such Bond in lieu of replacement.

Registration, Transfer and Exchange. Records for the registration and transfer of the Bonds shall be kept by the Registrar. A Bond shall be fully transferable by the Holder thereof in person or by such Holder's duly authorized attorney on the registration records kept at the office of the Registrar upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon the surrender for transfer of any Bond at the Principal Corporate Trust Office, duly endorsed for transfer or accompanied by an assignment (in form satisfactory to the Registrar) duly executed by the Holder or such Holder's attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the Principal Corporate Trust Office for an equal aggregate principal amount of Bonds of other authorized denominations. The Registrar may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange, and may charge a sum sufficient to pay the cost of preparing and

authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from the redemption of a portion of a Bond. The Registrar shall not be required to transfer or exchange (i) any Bond during the period beginning on and including the 15th day before the date of the mailing by the Registrar of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption, except the unredeemed portion of any Bond redeemed in part as herein provided. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, as the case may be, and a certificate of such destruction shall be prepared by the Paying Agent or Registrar.

The person in whose name a Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes and neither the GID, the Paying Agent nor the Registrar shall be affected by any notice to the contrary. Payment of principal of, premium, if any, and interest on any Bond shall be made only to or upon the written order of the Holder thereof or such Holder's legal representative (except as provided above for the payment of interest to the Holder as of the Record Date or a Special Record Date). All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

The foregoing provisions of this Section are subject to the provisions of Section 2.09 hereof.

Bonds as Negotiable Instruments. Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Holder or Holders thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Negotiable Instruments and the Uniform Commercial Code - Investment Securities. Book Entry System. Notwithstanding the provisions of Sections 2.02 and 2.07 hereof, the Bonds shall initially be evidenced by one Bond for each year in which Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year or as otherwise required by the securities depository for the Bonds. Such initially delivered Bonds shall be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company ("DTC"), the securities depository for the Bonds. So long as the Bonds are held by DTC, the Paying Agent, the Registrar and the GID may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of, premium, if any, and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the Holders under this Ordinance, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the Holders and for all other purposes whatsoever, and neither the Paying Agent, the Registrar nor the GID shall be affected by any notice to the contrary. Neither the Paying Agent, the Registrar nor the GID shall have any responsibility or obligation to any DTC participant or indirect participant, any beneficial owner of the Bonds, or any other person which is not shown on the registration records of the Registrar as being a Holder with respect to the accuracy of any records maintained by DTC or any DTC participant or indirect participant; the payment by DTC or any DTC participant or indirect participant of any amount in respect of the Bonds; any notice which is permitted or required to be given to the Holders under this Ordinance; the selection by DTC or any

DTC participant or indirect participant of any person to receive payment in the event of a partial redemption of the Bonds or any consent given or other action taken by DTC as owner. After such initial issuance of the Bonds, the Bonds may not thereafter be transferred or exchanged except:

to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(5), C.R.S., and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

upon the resignation of DTC or a successor or new depository under paragraph (a) or this paragraph b, or a determination by the GID that DTC or such successor or new depository is no longer able to carry out its functions, and the designation by the GID of another depository institution, which new depository institution must be both a "clearing corporation" as defined in Section 4-8-102(5), C.R.S., and a qualified and registered if clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor or new depository; or upon the resignation of DTC or a successor or new depository under paragraph (a) or paragraph (b), or a determination by the GID that DTC or such successor or new depository is no longer able to carry out its functions, and the failure by the GID, after reasonable investigation, within 90 days thereafter to locate another qualified depository institution under paragraph (b) to carry out such depository functions or upon a determination by the GID that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain Bond certificates, and the delivery by the GID of written notice thereof to the Registrar and the Paying Agent.

In the case of a transfer to a successor of DTC or its nominee as referred to in paragraph (a) above or designation of a new depository pursuant to paragraph (b) above, upon receipt of the Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under paragraph (c) above and, if applicable, the failure after reasonable investigation within 90 days thereafter to locate another qualified depository institution for the Bonds as provided in paragraph (c) above, and upon receipt of the Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 and any integral multiple thereof, as provided in Section 2.02 hereof, registered in the names of such persons and in such denominations as are requested in such written transfer instructions; provided, however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

The GID, the Registrar and the Paying Agent shall endeavor to cooperate with DTC or any successor or new depository named pursuant to paragraph (a) or (b) above in effectuating payment of the principal of, premium, if any, and interest on the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the GID to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Form of Bond; Recital. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the form set forth in Appendix A attached hereto and by this reference incorporated herein, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Ordinance, or necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. Pursuant to 11-57-210, C.R.S., the Bonds shall contain a recital that they are issued pursuant to the Supplemental Act, which recital shall conclusively impart full compliance with all of the provisions of the Act, and all Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

#### DELIVERY OF BONDS; FUNDS AND ACCOUNTS

Delivery of Bonds; Application of Proceeds. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser upon receipt of the agreed purchase price. The proceeds realized by the GID from the sale of the Bonds (net of the Purchaser's discount) shall be applied as follows:

an amount equal to interest on the Bonds from the date of issuance to date set forth in the Sale Certificate, shall be deposited to the Bond Fund;

an amount equal to the Reserve Requirement shall be deposited in the Reserve Fund; and

the remainder of such proceeds shall be deposited in the Construction Fund.

Construction Fund. There is hereby created a special fund to be held by the Treasurer to be designated as the "Rimrock Marketplace Construction Fund." All money in the Construction Fund shall be applied by the GID for the payment of the cost (as defined in the Act) of the acquisition and improvement of the Project, which includes the payment of the costs of issuance of the Bonds, all in accordance with the Financing Agreement. The amount of any income realized from the investment of the money in the Construction Fund shall be retained in the Construction Fund or, at the option of the GID, transferred to the Rebate Fund. When the acquisition and improvement of the Project have been completed, the GID shall either (i) transfer any remaining balance of money in the Construction Fund to the Bond Fund or (ii) retain such balance in the Construction Fund to be applied for the payment of the cost of any additional projects permitted by the Act and agreed to by the GID and the Developer pursuant to the Financing Agreement. Any such moneys transferred to the Bond Fund shall be credited against the interest due on the Assessments, as provided in the Assessment Ordinance.

Bond Fund. There is hereby created a special account to be held by the Treasurer and to be designated as the "Rimrock Marketplace Bond Fund." The Treasurer is authorized, empowered and directed, and it shall be his or her duty, to receive, collect and enforce the payment of all Assessments made and levied for the Project, and all installments thereof and all interest and penalties thereon, as provided by law and as prescribed by the Assessment Ordinance, and to pay and disburse said payments, the installments thereof and the interest and penalties thereon, to the person or persons entitled thereto pursuant to the provisions of this Ordinance, the Financing Agreement and the Act. All moneys received from the Assessments, including principal and interest and all penalties thereon, and all other amounts specified by this Ordinance shall be deposited in the Bond Fund (except to the extent required to replenish the Bond Reserve Fund). All moneys deposited in the Bond Fund shall be used as soon as the funds are available for the purpose of paying or prepaying the principal of and the

interest and redemption premiums, if any, on the Bonds as they become due and payable, and (except as provided herein and in the Financing Agreement) for no other purpose whatsoever, and the Bond Fund is hereby pledged as security for such purposes. Interest and other earnings or gain on moneys in the Bond Fund shall (i) prior to the completion of the acquisition and improvement of the Project (including any additional projects pursuant to Section 3.02 hereof) but in no event later than December 1, 2004, be transferred quarterly to the Construction Fund, and (ii) after such completion, be retained in the Bond Fund.

Notwithstanding the foregoing, on December 1 of each year, commencing December 1, 2003, (after the Treasurer has paid the principal of and the interest and redemption premiums, if any, on the Bonds due and payable on such December 1) the Treasurer shall determine the amount of Excess Revenues that are anticipated in the sole discretion of the Treasurer to be needed for Administration Costs and Contingencies and shall transfer such amount to the Administration Fund. Any Excess Revenues not so transferred to the Administration Fund shall remain in the Bond Fund and shall be applied as Assessment Credits. The Bonds and the interest thereon shall be payable from the Bond Fund, which shall contain the receipts upon the collection of the Assessments and the remainder of the Trust Estate.

This section does not prevent the GID from amending this Ordinance, the Assessment Ordinance or any other documents executed in connection with the Bonds to provide for other uses of Excess Revenues in connection with a refunding of the Bonds. The owners of the property assessed in the District have no entitlement to payment of Excess Revenues in the event of such an amendment.

Reserve Fund.

There is hereby created a special fund to be held by the Treasurer to be designated as the "Rimrock Marketplace Bond Reserve Fund."

Whenever there is a deficiency in the Bond Fund, the deficiency shall be paid from amounts in the Bond Reserve Fund. The Bond Reserve Fund shall be a continuing reserve to secure the payment of the Bonds by meeting possible deficiencies in the payment of the principal of and the interest on the Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay the principal and interest on the Bonds as the same become due. The GID hereby pledges the Bond Reserve Fund for such purpose.

The Bond Reserve Fund will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payments of the Assessment Installments are insufficient for that purpose.

All amounts in the Bond Reserve Fund in excess of the Reserve Requirement derived from interest earned on amounts in the Bond Reserve Fund or otherwise shall be applied to the following in the following order of priority:

First, when needed to pay the principal of and interest on the Bonds then due to the extent not provided from Bond proceeds or from the Assessment Installments and interest. Interest used under this clause to pay the principal of and interest on the Bonds shall be applied before a withdrawal is made from the balance in the Bond Reserve Fund.

Second, when needed for transfer to the Administration Fund to pay Administration Costs.

Third, at the time of any prepayment of any Assessment, to provide any credit then owed under paragraph (e) of this section.

Fourth, prior to the completion of the acquisition and improvement of the Project (including any additional projects pursuant to Section 3.02 hereof), to be transferred to the Construction Fund.

Fifth, on December 1 of each year, commencing December 1, 2003, to be transferred to the Bond Fund and applied as Assessment Credits.

If because of any delinquent Assessment an amount is withdrawn from the Bond Reserve Fund to pay the principal of or interest on the Bonds, and that Assessment is later paid in whole or in part (or amounts are received at a foreclosure sale or otherwise as a result of enforcing the payment of such delinquent Assessment), to the extent available from that payment of the delinquent Assessment (including penalty and interest but after payment of costs of collection), an amount equal to the amount necessary to restore the Bond Reserve Fund to the Reserve Requirement, shall be paid to the Bond Reserve Fund from the payment of the delinquent Assessment.

At the time the Assessment against any parcel of property is voluntarily prepaid in full or in part, (i) the person who owned the property at the time of the prepayment in full or in part shall be entitled to a credit equal to a pro rata share of the Reserve Requirement, based upon the amount of the Assessment prepaid, and (ii) the Reserve Requirement shall then be recalculated to reflect such credit. The credit shall be withdrawn from the Bond Reserve Fund only to the extent the balance in the Bond Reserve Fund after applying the credit would not be less than the Reserve Requirement, as recalculated, but if this limitation prevents all or a part of such a credit, that credit (or, an additional partial credit, as the case may be) shall be made if and when money is available in the Bond Reserve Fund to apply such credit and as otherwise provided in paragraph (c) of this section. This section does not prevent the GID from amending this Ordinance, the Assessment Ordinance or any other documents executed in connection with the Bonds to provide for other uses of the Bond Reserve Fund in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to payment of any amounts in the Bond Reserve Fund in the event of such an amendment.

Administration Fund. There is hereby created a special account to be held by the Treasurer and designated "Rimrock Marketplace Administration Fund." Amounts in the Administration Fund shall be used to pay Administration Costs and Contingencies.

Rebate Fund. There is hereby created a special account to be held by the Treasurer and designated "Rimrock Marketplace Rebate Fund." There shall be deposited into the Rebate Fund any amounts paid by the GID for deposit therein. The Rebate Fund shall be held by the Treasurer, but such Fund and the moneys therein shall not constitute part of the Trust Estate. Notwithstanding any other provision of this Ordinance or of the Financing Agreement, any investment income or other earnings or gain on moneys in the Construction Fund, the Bond Fund or the Bond Reserve Fund may be transferred to the Rebate Fund to enable the GID to satisfy the requirements of Section 148(f) of the Code. Moneys in the Rebate Fund shall be paid to the United States of America by the GID in the amounts and at the times required by the Code. Any excess moneys contained in the Rebate Fund shall be transferred to the Bond Fund. Upon payment of all amounts due to the United States of America pursuant to Section 148 of the Code, any moneys remaining in the Rebate Fund shall be transferred to the GID's general fund.

Investment of Moneys in Funds and Accounts. Amounts in all of the funds and accounts established pursuant to the Ordinance may be invested by the GID in securities that are permitted investments for GID funds under the laws of the State of

Colorado. Investment income is to remain in such funds and accounts unless otherwise provided herein.

#### PLEDGE OF TRUST ESTATE; ENFORCEMENT OF ASSESSMENTS

**Pledge of Trust Estate.** The Trust Estate is hereby irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of the continuing costs of the Bonds as set forth in Section 3.03 hereof, and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding. The pledge of the Assessment Installments shall constitute a first and exclusive lien on the Assessment Installments for the foregoing purposes in accordance with the terms hereof; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the District to secure the payment of general (ad valorem) taxes.

**Enforcement of Assessments.** Upon a default in the due and punctual payment of any Assessment Installment due hereunder and under the Assessment Ordinance, the Treasurer promptly (but in no event later than 45 days after the installment due date) shall mark the Assessment Installment delinquent on the assessment roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to such owner's last-known address. The collection of the Assessments shall be enforced by the Treasurer and other officers of the GID as provided in Title 31, Article 25, Part 5, C.R.S., and the assessment roll and certified copy of the Assessment Ordinance shall be prima facie evidence of the regularity of the proceeding.

The Board shall direct the Treasurer to give notice of the sale of the property subject to the lien of the delinquent Assessment Installment, or all of the Assessment with respect to such property if the Board has exercised its option to cause the whole amount of the unpaid Assessment with respect to such property to become due and payable (subject to the provisions of Section 4.03 hereof), and shall sell such property as provided in and pursuant to the Act. In the event that the owner of such property does not prior to the day of sale pay the amount of all delinquent Assessment Installments, with accrued interest thereon and penalties and costs of collection (as further provided in the Assessment Ordinance), and such property is not sold to a third party purchaser at such sale, the property may be stricken off to the GID and held in trust for the benefit of the District pursuant to the Act.

Upon the sale of real property which is the subject of such delinquent Assessment Installment, or upon the owner of such property paying prior to the day of sale the amount of all delinquent Assessment Installments and accrued interest and penalties thereon, the GID shall deposit such moneys received in the Bond Reserve Fund, if necessary, and then in the Bond Fund.

**Action by Holders.** Upon a default in the due and punctual payment of an Assessment Installment and if sale proceedings are not promptly filed and diligently prosecuted by the GID, then any Holder may:

file and prosecute a foreclosure action in the name of the GID, and proceed against the GID to protect and enforce the rights of the Holders under the Act or hereunder by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provisions contained in the Act or herein or in an award of execution of any power granted for the enforcement of any proper legal or equitable remedy as such Holder may deem most effectual to protect and enforce the rights aforesaid.

All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Holders then outstanding. The failure of the Holders so to foreclose upon the property that is the subject of such delinquent Assessment Installment, or so to proceed against the GID, or both, shall not relieve the GID or any of its officers, agents or employees of its duty so to take the actions set forth in Section 4.02.

## COVENANTS

**Books and Records.** The GID covenants for the benefit of the Holders that so long as any of the Bonds remain outstanding, the GID shall keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of the Assessment Installments, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Construction Fund, the Bond Fund, the Bond Reserve Fund, the Administration Fund and the Rebate Fund, and covering the payment of the principal of, premium, if any, and interest on the Bonds. The GID shall permit an inspection and examination of all records and accounts at all reasonable times by a representative of the Purchaser and any property owner in the District.

**Continuing Disclosure.** The GID covenants for the benefit of the Holders to comply with the provisions of the Continuing Disclosure Certificate in substantially the form presented to the Board at this meeting with only such changes therein, if any, as are not inconsistent herewith. The President is hereby authorized and directed to execute the Continuing Disclosure Certificate and the Secretary is hereby authorized and directed to affix the seal of the GID thereon and to attest the Continuing Disclosure Certificate. As a condition precedent to the issuance of the Bonds, the Developer shall execute and deliver the Developer's Continuing Disclosure Certificate in substantially the form presented to the Board at this meeting with only such changes therein, if any, as are not inconsistent herewith. The Developer's Continuing Disclosure Certificate shall provide that any Bondholder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to cause the Developer to comply with its obligations thereunder.

**Tax Covenants.** The GID covenants for the benefit of the Holders of the Bonds that it shall not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the GID or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the GID in fulfilling the above covenant under the Code have been met.

Notwithstanding any provision of this Section 5.03, if the GID shall obtain an Opinion of Counsel that any specified action required under this Section 5.03 is no longer required or that some further or different action is required to maintain the tax-exempt status of interest on the Bonds, the GID may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

## THE REGISTRAR AND PAYING AGENT

Appointment of Registrar and Paying Agent. Wells Fargo Bank West, National Association is hereby appointed as Registrar and Paying Agent for the Bonds for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Principal Corporate Trust Office, with the rights and obligations provided herein.

Notwithstanding the foregoing, the Treasurer may elect to serve as Registrar and/or Paying Agent. It shall not be required that the same institution or person serve as both Registrar and Paying Agent hereunder, but the GID shall have the right to have the same institution or person serve as both Registrar and Paying Agent hereunder.

Removal of Registrar or Paying Agent. The GID may, upon not less than fourteen (14) days prior written notice (which notice may be waived by the Registrar or Paying Agent), remove the Registrar or Paying Agent initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be either (i) the Treasurer or (ii) a bank or trust company subject to supervision or examination by federal or state authority.

Resignation of Registrar or Paying Agent. The Registrar or Paying Agent may at any time resign by giving fourteen (14) days prior written notice of such resignation to the GID and mailing to the Holders notice of such resignation. Upon receiving such notice of resignation, the GID shall promptly appoint a successor Registrar or Paying Agent (which may be the Treasurer) by an instrument in writing. No resignation or removal of the Registrar or Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Registrar or Paying Agent or both, as the case may be. If, within thirty (30) days after notice of the removal or resignation of the Registrar or Paying Agent no successor shall have been appointed and shall have accepted such appointment, the Treasurer shall become the Registrar and/or Paying Agent and shall so notify the Holders in writing.

Compensation of Registrar and Paying Agent. The GID shall from time to time, subject to any agreement between the GID and the Registrar and/or Paying Agent then in force, pay to the Registrar and/or Paying Agent compensation for its services and reimburse the Registrar and/or Paying Agent for all its advances and expenditures. Such payments shall be made from the Administration Fund.

Merger or Consolidation. Any bank or trust company into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under Section 6.02 shall be the successor to such Registrar or Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

## AMENDMENT OF ORDINANCE

Amendment with Consent of Holders. This Ordinance may be amended or supplemented by Supplemental Ordinance adopted by the Board, without the receipt by the GID of any additional consideration, with the written consent of the Holders of not less than sixty per cent (60%) of the Bonds outstanding at the time of the adoption of such Supplemental Ordinance, provided, however, that no Supplemental Ordinance shall have the effect of permitting:

An extension of the maturity of any Bond authorized by this Ordinance; or  
A reduction in the principal amount of any Bond or the rate of interest thereon; or  
The creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or  
A reduction of the principal amount of Bonds required for consent to such Supplemental Ordinance; without the express written consent of the Holder of each Bond affected by such Supplemental Ordinance.

Amendments Without Consent of Holders. The GID may, without the consent of or notice to the Holders, adopt any Supplemental Ordinance which shall thereafter form a part hereof, for any one or more of the following purposes, and only to the extent permitted by law and after receipt of an approving Opinion of Counsel; provided that such purpose shall not materially adversely affect the interests of the Holders:  
to add to the agreements and covenants required herein to be performed by the GID, other agreements and covenants thereafter to be performed by the GID, or to surrender any right or power reserved herein to or conferred herein on the GID;  
to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder that the GID may deem desirable or necessary and not inconsistent herewith or to make any provision necessary or desirable due to a change in law;  
to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Ordinance under the Trust Indenture Act of 1939;  
to pledge additional revenues, properties or collateral as security for the Bonds;  
to grant or confer upon the Registrar or Paying Agent for the benefit of the Holders any additional rights, remedies, power or authorities that may lawfully be granted to or conferred upon the Holders; or  
for the purpose of providing for the issuance of Refunding Bonds.

Disqualified Bonds. Bonds owned or held by or for the account of the GID shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article.

Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as provided in this Article VII, the GID may determine that the Bonds may bear a notation by endorsement in form approved by the GID as to such action, and in that case upon demand of the Holder of any Outstanding Bonds and presentation of his Bond for such purpose at the Principal Corporate Trust Office, a suitable notation as to such action shall be made on such Bond. If the GID shall so determine, new Bonds so modified as, in the opinion of the GID, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Outstanding Bond a new Bond or Bonds shall be exchanged at the Principal Corporate Trust Office without cost to each Holder for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Amendment by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment as to the particular Bonds held by such Holder, provided that due notation thereof is made on such Bonds.

## DEFEASANCE

### Discharge of Bonds.

If the GID shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, then the Holders of such Bonds shall cease to be entitled to the pledge of and charge and lien upon the Trust Estate as provided herein, and all agreements, covenants and other obligations of the GID to the Holders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall execute and deliver to the GID all such instruments as may be necessary or desirable to evidence such discharge and satisfaction. Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the GID shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.04, (2) there shall have been deposited with the Paying Agent either (A) money in an amount which shall be sufficient or (B) Government Obligations that are not subject to redemption prior to maturity (including any such Government Obligations issued or held in book-entry form on the books of the Treasury of the United States of America) the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Paying Agent at the same time, shall be sufficient, as set forth in a written report of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the GID shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Holders of such Bonds that the deposit required by clause (2) above has been made with the Paying Agent and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds. If a forward supply contract is employed in connection with such defeasance of the Bonds, (i) the written report of the Independent Certified Accountant shall expressly state that the adequacy of the escrow to accomplish the defeasance relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference among the terms of the forward supply contract and the escrow agreement and this Ordinance, the terms of the escrow agreement and this Ordinance shall be controlling.

**Unclaimed Money.** Anything contained herein to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds that remains unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Paying Agent at such date, or for two (2) years after the date of deposit of such money if deposited with the Paying Agent after the date when such Bonds have become due and payable, shall be repaid by the Paying Agent to the GID as its absolute property free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Holders shall

not look to the Paying Agent for the payment of such Bonds; provided, however, that before being required to make any such payment to the GID, the Paying Agent may, and at the request of the GID shall, at the expense of the GID, cause to be published once a week for two (2) successive weeks in a financial newspaper of general circulation in Grand Junction, Colorado and in the same or a similar financial newspaper of general circulation in New York, New York, a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of each such notice, the balance of such money then unclaimed will be returned to the GID.

## MISCELLANEOUS

**Liability of GID Limited.** Notwithstanding anything contained herein, the GID shall not be required to advance any money derived from any source other than the Trust Estate as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds or for the performance of any agreements or covenants herein contained. The GID may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness.

The Bonds are limited obligations of the GID and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Trust Estate as provided herein, and the GID is not obligated to pay them except from the Trust Estate. All the Bonds are equally secured by a pledge of and charge and lien upon the Trust Estate, and the Trust Estate constitutes security for the payment of the interest on and principal of and redemption premiums, if any, on the Bonds as provided herein.

**Benefits of the Ordinance Limited.** Nothing contained herein, expressed or implied, is intended to give to any person other than the GID, the Paying Agent, and the Holders any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the GID or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Paying Agent, and the Holders.

**Successor Is Deemed included In All References To Predecessor.** Whenever herein either the GID or any member, officer or employee thereof or of the State is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the District that are presently vested in the GID or such member, officer or employee, and all agreements and covenants required hereby to be performed by or on behalf of the GID or any member, officer or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Execution of Documents by Holders.** Any declaration, request or other instrument that is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor and may be executed by Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The

ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the Principal Corporate Trust Office.

Any declaration, request or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond with respect to anything done or suffered to be done by the GID in good faith and in accordance therewith.

Acquisition of Bonds by GID. All Bonds acquired by the GID, whether by purchase or gift or otherwise, shall be surrendered to the Paying Agent for cancellation.

Destruction of Canceled Bonds. Whenever provision is made for the return to the GID of any Bonds which have been canceled pursuant to the provisions hereof, the GID may, by a Written Request of the GID, direct the Paying Agent to destroy such Bonds and furnish to the GID a certificate of such destruction.

Content of Certificates. Every Certificate of the GID with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the GID may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information in the possession of the GID, upon a representation by an officer or officers of the GID unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based is erroneous, or in the exercise of reasonable care should have known that the same was erroneous; provided that nothing herein shall be deemed to require the counsel rendering any such opinion to conduct an independent investigation of factual matters contained in any such representation.

Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the GID may be established and maintained in the accounting records of the GID either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the Tax Certificate and sound government accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Holders. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Article and Section Headings and References. The headings or titles of the several articles and sections hereof appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the

corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Ordinance as a whole and not to any particular article, section, subdivision or clause hereof.

**Partial Invalidity.** If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the GID or the Paying Agent shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Holders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The GID hereby declares that it would have executed and delivered the Ordinance and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**No Recourse Against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the GID acts in good faith, no civil recourse shall be available against such Board member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds.

Such recourse shall not be available either directly or indirectly through the Board or the GID, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Governing Law.** This Ordinance shall be governed by and construed in accordance with the laws of the State of Colorado. Any action brought to enforce the GID's obligations pursuant to this Ordinance shall be brought in the District Court in and for the County of Mesa, State of Colorado.

**Authorizations.** The form, terms and provisions of the Bond Purchase Contract are approved and the GID shall enter into the Bond Purchase Contract in substantially the form of such document presented to the Board at this meeting, with only such changes therein, if any, as are approved by the President, such approval to be evidenced by the execution of the Bond Purchase Contract by the President. The President is hereby authorized and directed to execute and deliver the Bond Purchase Contract, provided that the Bond terms and details are consistent with this Ordinance.

The officers of the GID are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing:

The printing of the Bonds, including, without limitation, the printing of such additional blank bond certificates as shall be required by the Registrar, and

The printing and distribution of the Preliminary Official Statement in substantially the form presented to the Board at this meeting with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith, and the final official statement for the Bonds in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith; and

The execution of such certificates as may be reasonably required by the Purchaser, relating, *inter alia*, to the signing and registration of the Bonds, the tenure and identity of the officials of the Board and the GID, the delivery of the Bonds, the receipt of the purchase price for the Bonds, the exemption of interest on the Bonds from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the GID to hereafter take all action necessary for the GID to comply with the provisions of the Act, as hereafter amended and supplemented from time to time. Subject to the requirements of this Ordinance, the Treasurer is authorized and directed to execute and deliver the Sales Certificate and to determine in the Sales Certificate the rate of interest on the Bonds, the dates on which and prices at which Bonds may be called for redemption, the price at which the Bonds will be sold, the total principal amount of the Bonds and the amount of principal maturing on each date. The Treasurer shall also confirm in the Sales Certificate the dated date of the Bonds and the amount to be initially deposited to the Reserve Fund. The Treasurer is authorized to deem the Preliminary Official Statements final for purposes of SEC Rule 15c2-12.

**Repeal of Inconsistent Provisions.** All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This Section shall not be construed to revive any ordinance, resolution or order, or part thereof, heretofore repeated.

**Ordinance Irrepealable.** After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the GID and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

**Effective Date, Recording and Authentication.** This ordinance shall be in full force and effect 30 days after publication following final passage. This ordinance, as adopted by the Board, shall be numbered and recorded by the Secretary in the official records of the District. The adoption and publication shall be authenticated by the signatures of the President of the Council as the ex officio President of the Board and City Clerk as the ex officio Secretary of the Board, and by the certificate of publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM ON NOVEMBER \_\_, 2002.  
INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM ON DECEMBER \_\_, 2002.

CITY OF GRAND JUNCTION  
RIMROCK MARKETPLACE GENERAL  
IMPROVEMENT DISTRICT

---

President

Attest:

---

Secretary

**(SEAL)**

APPENDIX A  
(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the GID or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF COLORADO  
mesa COUNTY  
city of grand junction rimrock Market Place  
general improvement district

NO. R-\_\_\_ \$ \_\_\_\_\_  
RIMROCK MARKETPLACE  
SPECIAL IMPROVEMENT district  
SPECIAL ASSESSMENT BOND  
SERIES 2002

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated as of</u>	<u>CUSIP Number</u>
___% per annum	_____	_____, 2002	

REGISTERED OWNER CEDE & CO.  
PRINCIPAL AMOUNT DOLLARS

City of Grand Junction Rimrock Market Place General Improvement District (the "GID"), for value received, hereby promises to pay, out of funds available for that purpose as hereinafter set forth, to the registered owner specified above or registered assigns the principal amount specified above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on such redemption date) and to pay solely from such available funds interest hereon at the interest rate per annum specified above, said interest being payable on June 1 and December 1 in each year, commencing June 1, 2003. This Bond shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of this Bond. Both principal and interest are payable in lawful money of the United States of America without deduction for exchange or collection charges.

The principal of this Bond shall be payable to the person in whose name this Bond is registered (the "registered owner") on the registration records maintained by the registrar of the GID, presently Wells Fargo Bank West, National Association in Denver, Colorado (the "Registrar"), upon presentation and surrender of this Bond as it becomes due. The interest hereon shall be paid by check mailed by the paying agent of the GID, presently Wells Fargo Bank West, National Association in Denver, Colorado (the "Paying Agent"), on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner at his or her address as it last appears on the registration records kept for that purpose by the Registrar on the fifteenth day of the calendar month preceding the calendar month in

which such interest payment date occurs or on a special record date established by the Registrar for the payment of defaulted interest. Alternative means of payment of interest may be used if mutually agreed to between the registered owner of this Bond and the Paying Agent. If, upon presentation and surrender to the Paying Agent at maturity or prior redemption, payment of this Bond is not made as herein provided, interest hereon shall continue at the same rate per annum until the principal hereof is paid in full. Interest on this Bond shall be calculated based on a 360-day year consisting of twelve 30-day months.

This Bond is one of a series of bonds designated as the "Rimrock Marketplace Special Assessment Bonds, Series 2002" (the "Bonds") issued by the GID in the aggregate principal amount of \$3,980,000 for the purpose of providing funds to pay the cost and expenses of acquiring and improving a streets, sanitary sewers, storm sewers, and water mains (the "Project") within the Rimrock Marketplace Special Improvement District (the "District"). The Bonds have been authorized and issued pursuant to an ordinance (the "Ordinance") duly adopted by the GID Board and the Parts 5 and 6 of Article 25 of Title 31 and Part 2 of Article 57 of Title 11, Colorado Revised Statutes (the "Act"). Pursuant to Section 11-57-210, Colorado Revised Statutes, this recital shall be conclusive evidence of the validity and regularity of the issuance of the Bonds after their delivery for value.

[The Bonds are subject to redemption at the caption of the GID from any legally available funds on any interest payment date in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such a manner as the GID may determine, (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium computed in accordance with the following schedule:

<u>Redemption Period</u>	<u>Redemption Premium</u>
_____	_____ %
—	_____ %
_____	_____ %
—	_____ %
_____	
—	
_____	
—	

The Bonds maturing December 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption as provided in the Ordinance at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. The Bonds to be so redeemed shall be selected by lot in such manner as the Registrar shall determine (giving proportionate weight to Bonds in denominations larger than \$5,000).]

Redemption shall be made upon not less than fifteen days' prior notice by mailing to the registered owner of each Bond to be redeemed at the address shown on the registration records in the manner and upon the conditions provided in the Ordinance.

\*\*Upon any partial prior redemption of this Bond, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final

maturity, in which case this Bond must be presented to the Paying Agent prior to payment.\*\*

Pursuant to the Ordinance, the payment of the principal of, premium, if any, and interest on the Bonds shall be made from and as security for such payment there is pledged, a special fund designated as the "Rimrock Marketplace Bond Fund" (the "Bond Fund") containing the receipts upon the collection thereof from the special assessments (the "Assessments") levied against and secured by a lien upon the property in the District specially benefited by the Project, which fund shall be used for the full and prompt payment of the Bonds and the interest thereon, and shall be used for no other purpose whatsoever except as permitted by the Ordinance. Whenever there is a deficiency in the Bond Fund, the deficiency must be paid out of the special fund designated as the "Rimrock Marketplace Bond Reserve Fund" in the priority specified in the Ordinance (the Assessments, the Bond Fund, the Bond Reserve Fund, such other special funds collectively, the "Trust Estate").

Pursuant to the Ordinance, the Trust Estate has been irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of the continuing costs of the Bonds and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding.

The pledge of the Assessments shall constitute a first and exclusive lien on the Assessments for the foregoing purposes in accordance with the terms of the Ordinance; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the District to secure the payment of general (ad valorem) taxes.

The Treasurer shall collect, receive and enforce the payment of all Assessments made and levied for the Project, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Ordinance, the Financing Agreement and the other proceedings of the GID relating thereto.

\*The Bonds are issuable as fully registered Bonds in denominations of \$5,000 and any integral multiple thereof. Upon surrender of any Bond at the principal office of the Registrar with a written instrument satisfactory to the Registrar duly executed by the registered owner or his or her duly authorized attorney, and receipt by the Registrar of the fees and charges provided in the Ordinance, such Bond may be exchanged for an equal aggregate principal amount of Bonds of other authorized denominations, subject to the terms and conditions set forth in the Ordinance.\*

\*This Bond is fully transferable by the registered owner hereof in person or by his or her duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar, and upon the payment of the fees and charges provided in the Ordinance. Upon such transfer a new fully registered Bond or Bonds of authorized denomination or denominations of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to the terms and conditions set forth in the Ordinance.\*

\*The Registrar will not be required to transfer or exchange (i) any Bond during the period beginning at the opening of business fifteen days before the date of the mailing by the Registrar of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption except the unredeemed portion of any Bond redeemed in part.\*

**\*\*The Bonds shall not be transferable or exchangeable, except as set forth in the Ordinance.\*\***

The GID, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Record Dates and Special Record Dates for the payment of interest) and for all other purposes, and neither the GID, the Registrar nor the Paying Agent shall be affected by any notice to the contrary.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be modified or amended by action of the GID taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this Bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of the Bonds does not exceed the amount authorized by law nor the total unpaid special assessments levied to cover the cost of the Project; that this Bond is issued under the authority of the Act and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings with reference to the Project, the levying of the assessments to pay the cost and expense of the Project and the issuance of the Bonds have been regularly had and taken in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefited by the Project and of the liability of the owner or owners of such property therefor have been performed.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Rimrock Marketplace has caused this Bond to be signed and executed in the name of and on behalf of the GID with the manual or facsimile signature of the President of the GID, to be countersigned with the manual or facsimile signature of the Treasurer, and to be countersigned, subscribed, executed and attested with the manual or facsimile signature of the Secretary, has caused the seal of the GID or a facsimile thereof to be affixed hereon, and has caused this Bond to be dated as of the date specified above.

(For Manual or Facsimile Signature)  
President

(For Manual or Facsimile Signature)  
Treasurer

(MANUAL OR FACSIMILE SEAL)

Attested:

(For Manual or Facsimile Signature)  
Secretary

---

\* Insert only if Bonds are delivered pursuant to paragraph 2.07 of this Ordinance.

\*\* Insert only if Bonds are initially delivered to The Depository Trust Company pursuant to the first paragraph of Section 2.09 of this Ordinance.

(Form of Registrar's Certificate of Authentication)

Date of Registration:

This is one of the Bonds described in the above mentioned Ordinance and this Bond has been duly registered in the registration records kept by the undersigned as Registrar for the Bonds.

Wells Fargo Bank West, National Association, as Registrar

By \_\_\_\_\_ (Manual Signature)

(End of Form of Registrar's Certificate of Authentication)

\*\*(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

\_\_\_\_\_

Date of  
Prepayment

Principal  
Prepaid

Signature of  
Authorized  
Representative of DTC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of Form of Prepayment Panel)\*\*

(Form of Assignment Provision)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR ' 240.17 ad-15(a)(2).

Signature Guaranteed:

\_\_\_\_\_  
Address of Transferee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Social Security or other  
identification number of transferee:

\_\_\_\_\_  
(End of Form of Assignment)

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

I, the duly elected, qualified and acting 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 the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council serving ex officio as the Board of Directors of the District (the "Board") at a regular meeting of the Council held at City Hall on \_\_\_\_\_, 2002. A quorum of the Board was in attendance at said meeting.

That the passage of the Ordinance on first reading was duly moved and seconded at a regular meeting of the Council on November \_\_, 2002 and the Ordinance was approved on first reading by a vote of not less than four members of the Board as follows:

Those Voting Aye:	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
Those Voting Nay:	_____
	_____
	_____
Those Absent:	_____
	_____
Those Abstaining:	_____
	_____
	_____

That the passage of the Ordinance on second and final reading was duly moved and seconded at a regular meeting of the Board on December \_\_, 2002 and the Ordinance was approved on second and final reading by a vote of not less than four members of the Council as follows:

Those Voting Aye:	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
Those Voting No:	_____
Those Abstaining:	_____
Those Absent:	_____

That the Ordinance has been authenticated by the President, sealed with the corporate seal of the District, attested by me as Secretary, and duly recorded in "The Ordinance Book" of the District; and that the same remains of record in "The Ordinance Book" of the District.

That notices of the meetings of November \_\_, 2002 and December \_\_, 2002, in the forms attached hereto as Exhibit A, were duly given to the Board members and were posted in a designated public place within the boundaries of the District no less than twenty-four hours prior to the meetings as required by law.

That the Ordinance was published after first reading in pamphlet form and notice of hearing was published in *The Daily Sentinel*, a daily newspaper published and of general circulation in the City on \_\_\_\_\_, 2002 and the Ordinance was published after final adoption in pamphlet form. The affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

---

City Clerk ex officio  
Secretary of the District

(SEAL)

EXHIBIT A  
(Attach Notices of Meeting)

EXHIBIT "B"  
(Attach Copy of Notice of Meeting of \_\_\_\_\_, 2002)

**EXHIBIT "C"**  
(Attach Affidavits of Publication)

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

AN ORDINANCE APPROVING THE WHOLE COST OF THE IMPROVEMENTS TO BE MADE IN THE RIMROCK MARKETPLACE SPECIAL IMPROVEMENT DISTRICT; ASSESSING A SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND IN THE DISTRICT; AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENTS

WHEREAS, the City of Grand Junction Rimrock Marketplace General Improvement District (the "GID"), 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 GID Board of the City of Grand Junction (the "Board") have been duly elected and qualified and serve ex officio as the Board of Directors of the GID (the "Board"); and

WHEREAS, pursuant to Section 31-25-611.5, C.R.S., the Board may establish the special improvement district, within the boundaries of the GID, pursuant to part 5, of Article 25 of Title 31, C.R.S. (the "SID Act"); and

WHEREAS, the GID and THF Belleville Development, L.P. (the "Owner"), the owners of 100% of the real property in the GID, have executed the Special Improvement District Agreement made and entered into on October 29, 2002, as amended (the "Agreement") concerning the formation of the Rimrock Marketplace Special Improvement District (the "District"); and

WHEREAS, the GID has, by ordinance (the "Creation Ordinance"), created the Rimrock Marketplace Special Improvement District (the "District") for the purpose of constructing, installing, completing, and acquiring certain improvements described in the Creation Ordinance (the "Project") in the District, and assessing the costs thereof against the property in the District; and

WHEREAS, the total cost of the Project has been reasonably ascertained to be \$3,980,000, and a statement of expenses and an assessment roll (the "Assessment Roll") apportioning such costs have been prepared and filed in the office of the City Clerk, ex officio Secretary of the GID; and

WHEREAS, pursuant to the Agreement the Owner has: (a) agreed that the GID may proceed to order that the Project be acquired and improved, issue bonds and otherwise finance the cost of the Project and levy assessments; (b) elected to pay the assessments on all of the Owner's property in the District in installments of principal and interest as may thereafter be fixed by the Assessment Ordinance; (c) waived the right to pay the whole assessment within 30 days after final publication of this Ordinance; (d) agreed that all of the property owned by each of the Owner is benefited by the Project by an amount at least equal to the amount proposed assessment; (e) waived any and all formalities required by the laws of the United States and the State in order to impose the assessments, including, but not limited to, the notice and hearing provisions of Sections 31-25-520 and 521, C.R.S. and the Owner's right to bring a legal or equitable action challenging the assessments, the assessment ordinance, or the bonds pursuant to Section 31-25-538, C.R.S.; (f) waived all powers, privileges, immunities and rights as against the GID or 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 GID, the Board and the officers of the GID concerning the creation of the

District and the levying of special assessments to meet the cost and expenses of the improvements in the District (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District); (g) consented and agreed 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; and (h) represented and warranted 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; and

WHEREAS, in reliance upon the Agreement, the Board intends to levy assessments without complying with said notice and hearing provisions Sections 31-25-520 and 521, C.R.S.; and

WHEREAS, the Board has determined that the Assessment Roll should be approved; and

WHEREAS, it appears that the total cost of the Project is \$3,980,000, no portion thereof is to be paid by the GID from funds other than special assessments and the total cost of the Project should be assessed against the property within the District; and

WHEREAS, it is hereby determined by the Board to assess the cost of the Project against the property in the District in the amounts set forth in the Assessment Roll.

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

Confirmation of Assessment Roll. The whole cost of the Project and the apportionment of the same, as set forth in the Assessment Roll, is hereby approved and confirmed.

Said apportionment is hereby declared to be in accordance with the special benefits which the property in the District will receive by reason of the construction of the Project. A share of said cost is hereby assessed to and upon each lot or tract of land within the District in the proportions and amounts set forth in the Assessment Roll.

Payment of Assessments. Pursuant to the Agreement, the Owner has elected to pay in installments. Accordingly, the Owner shall be conclusively held and considered as consenting to the Project and a waiving any right to question the power or jurisdiction of the GID to construct the Project, the quality of the work, the regularity or sufficiency of the proceedings, the validity or correctness of the assessments, or the validity of the lien thereof.

The assessments shall be payable to the City of Grand Junction Treasurer as ex officio Treasurer of the GID (the "Treasurer") in thirty (30) equal, semi-annual, amortized installments of principal and interest, payable on April 1 and October 1 of each year beginning April 1, 2003 and in each year thereafter until paid in full, with the last payment due on October 1, 2017. Interest shall accrue on unpaid installments of principal at the rate of 7.00% per annum until paid in full. The owner of any property not in default as to any installment or payment may, at any time, pay the whole of the unpaid principal with the interest accruing to the maturity of the next installment of interest or principal with a prepayment premium of 3%. The Board may in its discretion waive or lower the prepayment premium if the bonds to be issued to finance the Project may be redeemed without a prepayment premium of 3%.

Penalty for Default. Failure to pay any installment, whether of principal or interest, when due shall cause the whole of the unpaid principal to become due and collectible

immediately, and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate established pursuant to Section 5-12-106(2) and (3), C.R.S., until the day of sale; provided, that, at any time prior to the day of sale, the owner may pay the amount of all unpaid installments, with interest at the penalty rate of 12% per annum, and all costs of collection accrued. Upon such payment, the owner shall be restored to the right to pay in installments in the same manner as if default had not been suffered.

Assessment Lien; Recordation. All assessments together with all interest thereon and penalties for default in payment thereof, and all costs in collecting the same shall constitute, from the effective date of this ordinance, a perpetual lien in the several amounts assessed against each lot or tract of land and shall have priority over all other liens excepting general tax liens.

The Secretary shall file copies of this ordinance after its final adoption by the Board with the County Clerk and Recorder of Mesa County for recording in the real estate records, as provided in Section 31-25-522(2), C.R.S. In addition, the Secretary shall file copies of this ordinance after its final adoption by the Board with the County Assessor and County Treasurer for Mesa County. The County Assessor is authorized to create separate schedules for each lot or tract of land assessed pursuant to this ordinance, pursuant to Section 31-25-522(2), C.R.S.

Assessments Against Divided or Subdivided Tracts. As to any subdivision of land assessed hereunder, the assessment shall in each case be a lien upon all the subdivisions in proportion to their respective areas; provided that in the event any subsequent subdivision includes any public rights-of-way, the assessment which otherwise would be imposed against such public rights-of-way will be deemed to be imposed uniformly, on an area basis, upon the remaining area of the subdivided property. The GID may also reapportion assessments on tracts on a basis other than area if the Board finds that the proposed action will not materially or adversely impair the obligation of the GID with respect to the Bonds.

The Treasurer is hereby authorized and directed to take such action with respect to the foregoing allocations as may be necessary or desirable under the circumstances.

Repealer. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency as applicable to this matter only. This section shall not be construed to revive any other such bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

Severability. If any section, subsection, paragraph, clause or other provision of this ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this ordinance, the intent being that the same are severable.

Effective Date, Recording and Authentication. This ordinance shall be in full force and effect 30 days after publication following final passage. This ordinance, as adopted by the Board, shall be numbered and recorded by the Secretary in the official records of the District. The adoption and publication shall be authenticated by the signatures of the President of the Council as the ex officio President of the Board and City Clerk as the ex officio Secretary of the Board, and by the certificate of publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM ON NOVEMBER \_\_\_\_, 2002.

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM ON DECEMBER \_\_, 2002.

CITY OF GRAND JUNCTION  
RIMROCK MARKETPLACE GENERAL  
IMPROVEMENT DISTRICT

---

President

Attest:

---

Secretary

(SEAL)



That the Ordinance has been authenticated by the President, sealed with the corporate seal of the District, attested by me as Secretary, and duly recorded in "The Ordinance Book" of the City; and that the same remains of record in "The Ordinance Book" of the City.

That notices of the meetings of November \_\_, 2002 and \_\_\_\_\_ \_\_, 2002, in the forms attached hereto as Exhibit A, were duly given to the Board members and were posted in a designated public place within the boundaries of the District no less than twenty-four hours prior to the meetings as required by law.

That the Ordinance was published after first reading in pamphlet form and notice of hearing was published in *The Daily Sentinel*, a daily newspaper published and of general circulation in the City on \_\_\_\_\_ \_\_, 2002 and the Ordinance was published after final adoption in pamphlet form. The affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

---

City Clerk ex officio  
Secretary of the District

(SEAL)

EXHIBIT A  
(Attach Notices of Meeting)

EXHIBIT B  
(Attach Affidavits of Publication)



**Attach 25**  
**Public Hearing 2003 Annual Appropriation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>		Annual Appropriation Ordinance for 2003					
<b>Meeting Date</b>		December 18, 2002					
<b>Date Prepared</b>		12/11/02			<b>File #</b>		
<b>Author</b>		Lanny Paulson		<b>Budget &amp; Accounting Manager</b>			
<b>Presenter Name</b>		Ron Lappi		<b>Administrative Services Director</b>			
<b>Report results back to Council</b>		X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>			Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** The total appropriation for all thirty-six accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$103,480,492. Although not a planned expenditure, an additional \$2,500,000 is appropriated as a emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

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

**Action Requested/Recommendation:** Final passage on December 18th, 2002.

**Attachments:** n/a

**Background Information:** With the exception \$25,000 that was added to the General Fund – Council Contributions account for the Western Colorado Botanical Society, the budget, by fund, is as presented to the City Council at the Budget Workshop on Monday November 18, 2002.

Ordinance No. \_\_\_\_\_

**THE ANNUAL APPROPRIATION ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, THE RIDGES METROPOLITAN DISTRICT, AND THE GRAND JUNCTION WEST WATER AND SANITATION DISTRICT, FOR THE YEAR BEGINNING JANUARY 1, 2003, AND ENDING DECEMBER 31, 2003.**

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

**SECTION 1.** That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2003, and ending December 31, 2003, said sums to be derived from the various funds as indicated for the expenditures of:

<u>FUND NAME</u>	<u>FUND #</u>	<u>APPROPRIATION</u>	<u>Emergency Reserve</u>
General	100	\$ 41,152,070	\$ 2,500,000
Enhanced 911 Special Revenue	101	\$ 1,490,451	
Visitor & Convention Bureau	102	\$ 1,373,140	
DDA Operations	103	\$ 231,334	
CDBG Special Revenue	104	\$ 400,000	
Parkland Expansion	105	\$ 552,153	
Wood Stove Replacement Incentive	106	\$ 25,000	
Golf Course Expansion	107	\$ 147,831	
Economic Development	108	\$ 450,000	
DDA/TIF Special Revenue	109	\$ 595,178	
Sales Tax CIP	201	\$ 13,381,819	
Storm Drainage Improvement	202	\$ 3,916,041	
DDA/TIF/CIP	203	\$ 25,000	
Future Street Improvements	207	\$ 390,000	
Water	301	\$ 7,570,358	
Solid Waste	302	\$ 2,232,282	
Two Rivers Convention Center	303	\$ 1,728,648	
Swimming Pools	304	\$ 691,842	
Lincoln Park Golf Course	305	\$ 669,245	
Tiara Rado Golf Course	306	\$ 1,241,925	
City Cemeteries	307	\$ 369,181	
Parking	308	\$ 636,153	
Irrigation	309	\$ 181,015	
Data Processing	401	\$ 1,767,853	
Equipment	402	\$ 2,627,168	
Stores	403	\$ 231,770	

Self Insurance	404	\$	1,047,635	
Communications Center	405	\$	3,446,482	
General Debt Service	610	\$	42,000	
DDA Debt Service	611	\$	545,178	
<b>(Continued from Page 1)</b>				
GJWWSD Debt Service	612	\$	149,567	
Ridges Metro District Debt Service	613	\$	224,103	
Grand Junction Public Finance Corp.	614	\$	287,153	
Parks Improvement Advisory Board	703	\$	15,525	
Cemetery Perpetual Care	704	\$	50,000	
Joint Sewer System	900	\$	13,595,391	
<b>TOTAL ALL FUNDS</b>		<b>\$</b>	<b>103,480,492</b>	<b>\$</b>
				<b>2,500,000</b>

**SECTION 2.** The following amounts are hereby levied for collection in the year 2003 and for the specific purpose indicated:

	<u>Millage Rate</u>	<u>Amount Levied</u>
For General Fund	8.000	\$3,751,272
Temporary Credit	-0.331	-\$155,208
For Ridges Metropolitan District Fund		
District #1	7.445	\$115,015
District #2	110.000	\$3,680
For Grand Junction West Water & Sanitation District Fund	7.500	\$75,708
For Downtown Development Authority	5.000	\$132,979
Temporary Credit		

**SECTION 3.** That commencing January 1, 2003, the annual salary for the City Manager of the City of Grand Junction, Colorado, shall be \$ 110,000.00.

**INTRODUCED AND ORDERED PUBLISHED** this 20th day of November, 2002.

**PASSED AND ADOPTED** this 18th day of December, 2002.

Attest:

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President of the Council

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City Clerk

**Attach 26**  
**Parking Meter Fee Changes**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
<b>Subject</b>		Resolution on Parking Meter Fee Changes							
<b>Meeting Date</b>		December 18, 2002							
<b>Date Prepared</b>		December 12, 2002			<b>File #</b>				
<b>Author</b>		Ron Lappi		Administrative Services Director					
<b>Presenter Name</b>		Harold Stalf P.J. McGovern		Director of DDA DDA Boardmember					
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	<b>When</b>			
<b>Citizen Presentation</b>		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<b>Name</b>			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Individual Consideration

**Summary:** A Resolution amending Resolution No. 71-01 that established new parking fines and fees. The new Resolution provides for a change in the 4 hour meter rates and a new classification as short-term parking. If approved, all 46 current 4 hour meters and an additional 40 at 3<sup>rd</sup> and Main will be changed from 10 cents per hour to 50 cents per hour.

**Budget:** These changes should result in a modest revenue increase of approximately \$4,000 annually, but is being proposed to accommodate longer time for shoppers and visitors.

**Action Requested/Recommendation:** Approve the Resolution and direct staff to implement the meter rate changes effective January 1, 2003.

**Attachments:** Resolution

**Background Information:** The City of Grand Junction approved new fines and fees for the parking system on July 18, 2001 to become effective January 1, 2002. This resolution will create an increase in the 4 hour meter rates, from 10 cents per hour to 50 cents per hour as requested by the DDA. The 4 hour meters were previously classified as long-term parking, and this resolution will classify them now as short-term parking. The proposed rate per hour is the same as the current rates for 1 and 2 hour meters.



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

A RESOLUTION AMENDING RESOLUTION NUMBER 71-01 THAT ESTABLISHED NEW PARKING FINES AND FEES FOR THE CITY OF GRAND JUNCTION, BY PROVIDING FOR A CHANGE IN THE 4 HOUR METER RATES.

**Recitals:**

The City of Grand Junction approved new fines and fees for the parking system on July 18, 2001 to become effective January 1, 2002. This resolution will create a change in 4 hour meter rates from 10 cents per hour to 50 cents per hour, and classify them as short-term rather than long-term parking.

The DDA Board of Directors is recommending this change, as the rate change would serve as a tool to sustain the short-term mind set with the 50 cent per hour rate, while providing an opportunity for shoppers to linger downtown and dine without distraction after paying the meter. The DDA has requested that the 3<sup>rd</sup> and Main lot with 40 spaces be changed from 2 hour meters to 4 hour meters at the new per hour rates of 50 cents like the current 2 hour rates. The impact on the 46 other spaces in the lot at 400 Colorado, on 5th by the Museum and one in front of Qwest on Ninth should be minimal.

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

A meter rate change be authorized for all 4 hour meters, from 10 cents per hour to 50 cents per hour, and that the 4 hour meters now be classified as short-term parking rather than long-term parking effective January 1, 2003.

PASSED and ADOPTED this 18<sup>th</sup> day of December 2002.

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

ATTEST:

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

**Attach 27**  
**Public Hearing Krizman Annexation**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>						
<b>Subject</b>	Krizman Annexation located at 626 30 Road					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	November 26, 2002				File #ANX-2002-192	
<b>Author</b>	Ronnie Edwards		Associate Planner			
<b>Presenter Name</b>	Ronnie Edwards		Associate Planner			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
<b>Citizen Presentation</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		Consent	<input checked="" type="checkbox"/> <b>Individual Consideration</b>

**Summary:** Resolution for Acceptance of the Petition to Annex and Second reading of the annexation ordinance for the Krizman Annexation No. 1 and No. 2 located at 626 30 Road. The annexation consists of 18.485 acres on one parcel of land.

The petitioner is seeking annexation in anticipation of an infill opportunity for single family residential development, pursuant to the 1998 Persigo Agreement with Mesa County.

**Budget:** N/A

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

**Attachments:**

- 10. Staff Report
- 11. Annexation Map
- 12. Resolution of Acceptance of Petition
- 13. Annexation Ordinances

**Background Information:** See attached Staff Report

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>626 30 Road</b>	
<b>Applicants:</b>		<b>Eugene &amp; Mary Krizman, Janice Gruden</b>	
<b>Existing Land Use:</b>		<b>Residential Single Family</b>	
<b>Proposed Land Use:</b>		<b>Future Residential Single Family</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential Single Family</b>	
	<b>South</b>	<b>Residential Single Family</b>	
	<b>East</b>	<b>Residential Single Family</b>	
	<b>West</b>	<b>Residential Single Family</b>	
<b>Existing Zoning:</b>		<b>County RSF-R</b>	
<b>Proposed Zoning:</b>		<b>City RSF-4</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County RMF-5</b>	
	<b>South</b>	<b>County RSF-4</b>	
	<b>East</b>	<b>City RSF-4</b>	
	<b>West</b>	<b>County RSF-4</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium Low (2 – 4 du/acre)</b>	
<b>Zoning within density range?</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	X	Yes	No

**Staff Analysis:**

**ANNEXATION:**

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;

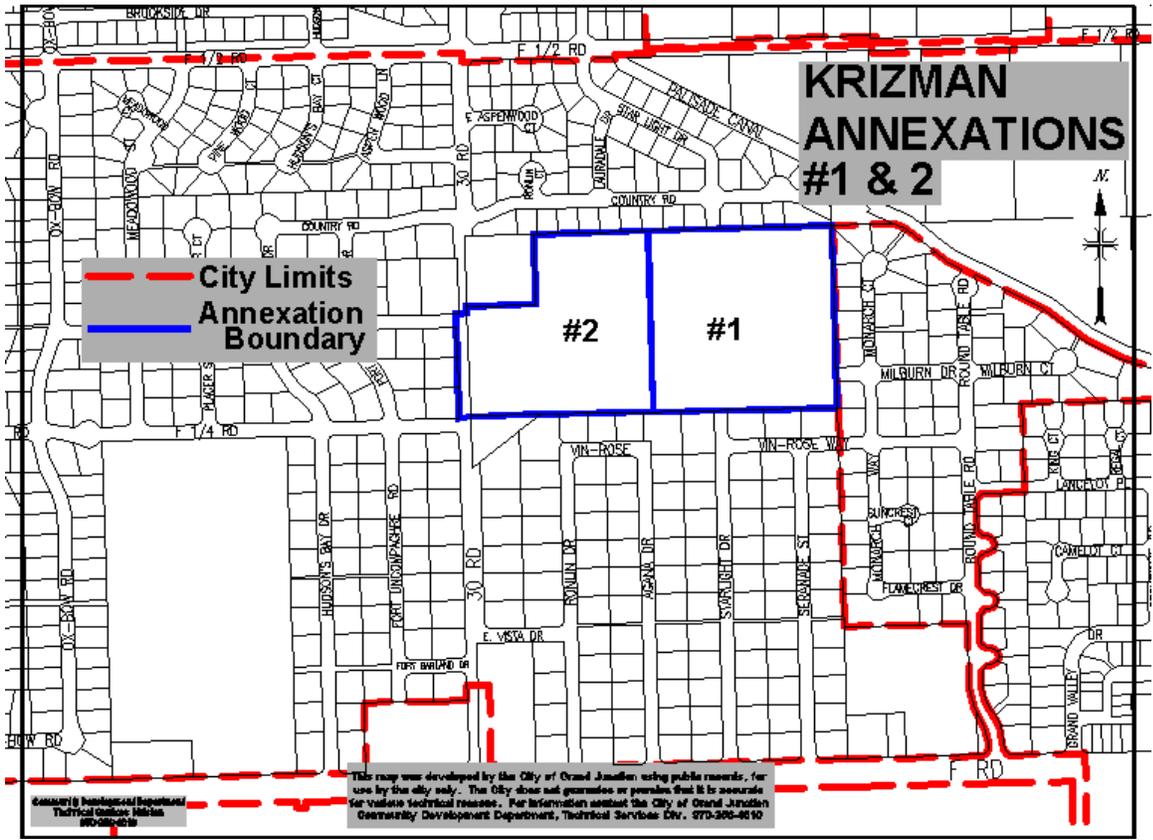
g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<b>KRIZMAN ANNEXATION SUMMARY</b>		
<b>File Number:</b>		<b>ANX-2002-192</b>
<b>Location:</b>		<b>626 30 Road</b>
<b>Tax ID Number:</b>		<b>2943-043-00-150</b>
<b>Parcels:</b>		<b>1</b>
<b>Estimated Population:</b>		<b>2</b>
<b># of Parcels (owner occupied):</b>		<b>1</b>
<b># of Dwelling Units:</b>		<b>1</b>
<b>Acres land annexed:</b>		<b>18.485 acres for annexation area</b>
<b>Developable Acres Remaining:</b>		<b>18.138 acres</b>
<b>Right-of-way in Annexation:</b>		<b>378' of the west 40' of 30 Road; See Map</b>
<b>Previous County Zoning:</b>		<b>RSF-R</b>
<b>Proposed City Zoning:</b>		<b>RSF-4</b>
<b>Current Land Use:</b>		<b>Single Family Residential</b>
<b>Future Land Use:</b>		<b>Single Family Residential</b>
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 7,390</b>
	<b>Actual:</b>	<b>= \$ 62,960</b>
<b>Census Tract:</b>		<b>11</b>
<b>Address Ranges:</b>		<b>626 to 640 30 Road; 3000 to 3025 for proposed E/W rights-of-way</b>
<b>Special Districts:</b>	<b>Water:</b>	<b>Clifton Water District</b>
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire District</b>
	<b>Drainage:</b>	<b>Grand Junction Drainage District</b>
	<b>School:</b>	<b>District 51</b>

The following annexation and zoning schedule is being proposed.

**ANNEXATION SCHEDULE**

<b>November 6, 2002</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>November 12, 2002</b>	Planning Commission considers Zone of Annexation
<b>November 20, 2002</b>	First Reading on Zoning by City Council
<b>December 18, 2002</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>January 19, 2003</b>	Effective date of Annexation and Zoning



COMMUNITY DEVELOPMENT DEPARTMENT  
 Technical Services Division  
 870-306-4610

This map was developed by the City of Grand Junction using public records, for use by the city only. The City does not guarantee or warrant that it is accurate for various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services Div. 870-306-4610

**CITY OF GRAND JUNCTION, COLORADO**

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

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

**KRIZMAN ANNEXATION**

**IS ELIGIBLE FOR ANNEXATION**

**LOCATED AT 626 30 ROAD AND INCLUDING  
A PORTION OF THE 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 6<sup>th</sup> day of November, 2002, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
KRIZMAN ANNEXATION**

**A serial Annexation comprising  
Krizman Annexation No. 1 and Krizman Annexation No. 2**

**KRIZMAN ANNEXATION NO. 1**

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Beginning, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349, and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet; thence N 00°09'19" W a distance of 665.80 feet to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 660.54 feet to a point being the Northeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 00°09'11" E along the East line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the West line of Mountain Vista Subdivision, as same is recorded in Plat Book 17, Pages 264 through 266, inclusive, Public Records of Mesa County, Colorado, a distance of 657.08 feet, more or less, to the Point of Beginning.

CONTAINING 9.615 Acres (433,9241.77 Square Feet), more or less, as described.

## KRIZMAN ANNEXATION NO. 2

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Commencement, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349 and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet to the POINT OF BEGIINNG; thence, from said Point of Beginning, continue N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Second Filing, as same is recorded in Plat Book 11, Page 95, Public Records of Mesa County, Colorado, a distance of 660.52 feet to a point being the Southwest corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 89°52'45" W, along the South line of the NE 1/4 SE 1/4 of said Section 5, a distance of 40.00 feet to a point being the Southwest corner of Lot 1, Block One, Little Trio Subdivision Second Addition, First Filing, as same is recorded in Plat Book 11, Page 278, Public Records of Mesa County, Colorado; thence N 00°09'29" W, along a line 40.00 feet West of and parallel to the East line of the NE 1/4 SE 1/4 of said Section 5, a distance of 377.92 feet to a point on the North right of way for F 3/10 Road; thence N 89°43'31" E, along said North right of way, a distance of 40.00 feet to a point on the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 00°09'29" W, along the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, a distance of 28.31 feet; thence S 89°59'53" E a distance of 250.00 feet; thence N 00°09'29" W a distance of 250.00 feet, more or less, to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 410.55 feet; thence S 00°09'19" E a distance of 656.80 feet, more or less, to the Point of Beginning.

Containing 8.8697 Acres (386,362.76 Square Feet), more or less, as described.

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of December, 2002;

**WHEREAS**, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore; that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for the annexation to the City of Grand Junction, Colorado, and  
should be so annexed by Ordinance.

**ADOPTED** this 18<sup>th</sup> day of December, 2002.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**KRIZMAN ANNEXATION NO. 1**

**APPROXIMATELY 9.615 ACRES**

**LOCATED AT 626 30 ROAD**

**WHEREAS**, on the 6<sup>th</sup> day of November, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of December, 2002; and

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

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

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

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
KRIZMAN ANNEXATION NO. 1**

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Beginning, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349, and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet; thence N 00°09'19" W a distance of 665.80 feet to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 660.54 feet to a point being the Northeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S

00°09'11" E along the East line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the West line of Mountain Vista Subdivision, as same is recorded in Plat Book 17, Pages 264 through 266, inclusive, Public Records of Mesa County, Colorado, a distance of 657.08 feet, more or less, to the Point of Beginning.

CONTAINING 9.615 Acres (433,9241.77 Square Feet), more or less, as described.

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

**INTRODUCED** on first reading on the 6<sup>th</sup> day November, 2002.

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

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**KRIZMAN ANNEXATION NO. 2**

**APPROXIMATELY 8.8697 ACRES**

**LOCATED AT 626 30 ROAD AND INCLUDING A PORTION OF 30 ROAD**

**WHEREAS**, on the 6<sup>th</sup> day of November, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of December, 2002; and

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

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

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

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
KRIZMAN ANNEXATION NO. 2**

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Commencement, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349 and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet to the POINT OF BEGIIING; thence, from said Point of Beginning, continue N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Second Filing, as same is recorded in Plat Book 11, Page 95, Public Records of Mesa County,

Colorado, a distance of 660.52 feet to a point being the Southwest corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 89°52'45" W, along the South line of the NE 1/4 SE 1/4 of said Section 5, a distance of 40.00 feet to a point being the Southwest corner of Lot 1, Block One, Little Trio Subdivision Second Addition, First Filing, as same is recorded in Plat Book 11, Page 278, Public Records of Mesa County, Colorado; thence N 00°09'29" W, along a line 40.00 feet West of and parallel to the East line of the NE 1/4 SE 1/4 of said Section 5, a distance of 377.92 feet to a point on the North right of way for F 3/10 Road; thence N 89°43'31" E, along said North right of way, a distance of 40.00 feet to a point on the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 00°09'29" W, along the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, a distance of 28.31 feet; thence S 89°59'53" E a distance of 250.00 feet; thence N 00°09'29" W a distance of 250.00 feet, more or less, to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 410.55 feet; thence S 00°09'19" E a distance of 656.80 feet, more or less, to the Point of Beginning.

Containing 8.8697 Acres (386,362.76 Square Feet), more or less, as described.

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

**INTRODUCED** on first reading on the 6<sup>th</sup> day November, 2002.

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

Attest:

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

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

**Attach 28**  
**Zoning the Krizman Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
<b>Subject</b>		Zoning the Krizman Annexation located at 626 30 Road							
<b>Meeting Date</b>		December 18, 2002							
<b>Date Prepared</b>		November 26, 2002			<b>File #ANX-2002-192</b>				
<b>Author</b>		Ronnie Edwards		<b>Associate Planner</b>					
<b>Presenter Name</b>		Ronnie Edwards		<b>Associate Planner</b>					
<b>Report results back to Council</b>		X	No		Yes	When			
<b>Citizen Presentation</b>			Yes	X	No	Name			
	<b>Workshop</b>	X	<b>Formal Agenda</b>				<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** The Krizman Annexation No. 1 and No. 2 is a serial annexation comprised of 1 parcel of land on 18.138 acres located at 626 30 Road. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its November 12, 2002 meeting.

**Budget:** N/A

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

**Attachments:**

- 14. Staff Analysis
- 15. Annexation Map
- 16. Future Land Use Map
- 17. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		626 30 Road			
Applicants:		Eugene & Mary Krizman, Janice Gruden			
Existing Land Use:		Residential Single Family			
Proposed Land Use:		Future Residential Single Family			
Surrounding Land Use:	North	Residential Single Family			
	South	Residential Single Family			
	East	Residential Single Family			
	West	Residential Single Family			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City RSF-4			
Surrounding Zoning:	North	County RMF-5 (developed at approx. 5 du/ac)			
	South	County RSF-4 (developed at approx. 4 du/ac)			
	East	City RSF-4 (developed at approx. 4 du/ac)			
	West	County RSF-4 (developed at approx. 4 du/ac)			
Growth Plan Designation:		Residential Medium Low (2 – 4 du/acre)			
Zoning within density range?		X	Yes		No

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan Future Land Use Map. The proposed zoning of RSF-4 is equivalent to Mesa County zoning and conforms to the Future Land Use Map.

**RSF-4 ZONE DISTRICT**

- The RSF-4 does conform to the recommended future land use on the Growth Plan Future Land Use Map currently designated Residential Medium Low (2 – 4 du/ac).
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The property is surrounded by existing residential single family zoning and uses.

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan Future Land Use Map. The proposed zoning of RSF-4 is equivalent to Mesa County zoning and conforms to the Future Land Use Map.

**RSF-4 ZONE DISTRICT**

- The RSF-4 does conform to the recommended future land use on the Growth Plan Future Land Use Map currently designated Residential Medium Low (2 – 4 du/ac).
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The property is surrounded by existing residential single family zoning and uses.

**ZONING AND DEVELOPMENT CODE CRITERIA:**

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

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

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

The existing Mesa County zoning of RSF-R, Residential Single Family with a density not to exceed 1 unit/5 acres, is not consistent with the current land use classification of Residential Medium Low (2 - 4 du/ac) as shown on the Future Land Use Map of the Growth Plan. The annexation and zone request of RSF-4 is consistent with the range indicated.

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

The property is located in an area that is developed in a residential manner consistent with the Growth Plan. All public utilities are located adjacent to the property. The subject parcel will provide an infill opportunity for single family development that will be compatible with surrounding neighborhoods. The subject property is surrounded by Lauradale Subdivision to the north, Mountain Vista Subdivision to the east, Village East Subdivision to the south and the Single Tree and Little Trio Subdivisions to the west.

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

The requested rezone to RSF-4 is within the allowable density range recommended by the Growth Plan. The average lot size of the surrounding subdivisions range in size from 6500 square feet to 12,497 square feet, and the minimum lot size allowed in an RSF-4 zone is 8,000 square feet. Any proposed development would not create adverse impacts to the existing street network as there are three existing street stubs bordering the property besides the obvious access point at 30

Road. All future development applications will be required to address such issues as stormwater management, drainage and infrastructure at the time they are submitted.

11. **The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines.**  
The proposal conforms with the Growth Plan as it supports residential uses in this particular area. The proposed RSF-4 zone is equivalent to existing land use and meets the requirements of the Zoning and Development Code.
12. **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 located adjacent to the property are available for residential use.
13. **There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and**  
Not applicable. This proposal is to allow a County residential designation to be changed to a City designation.
14. **The community or neighborhood will benefit from the proposed zone.**  
The proposed zone will benefit the neighborhood as it is allowing the subject property to be equivalent to surrounding area.

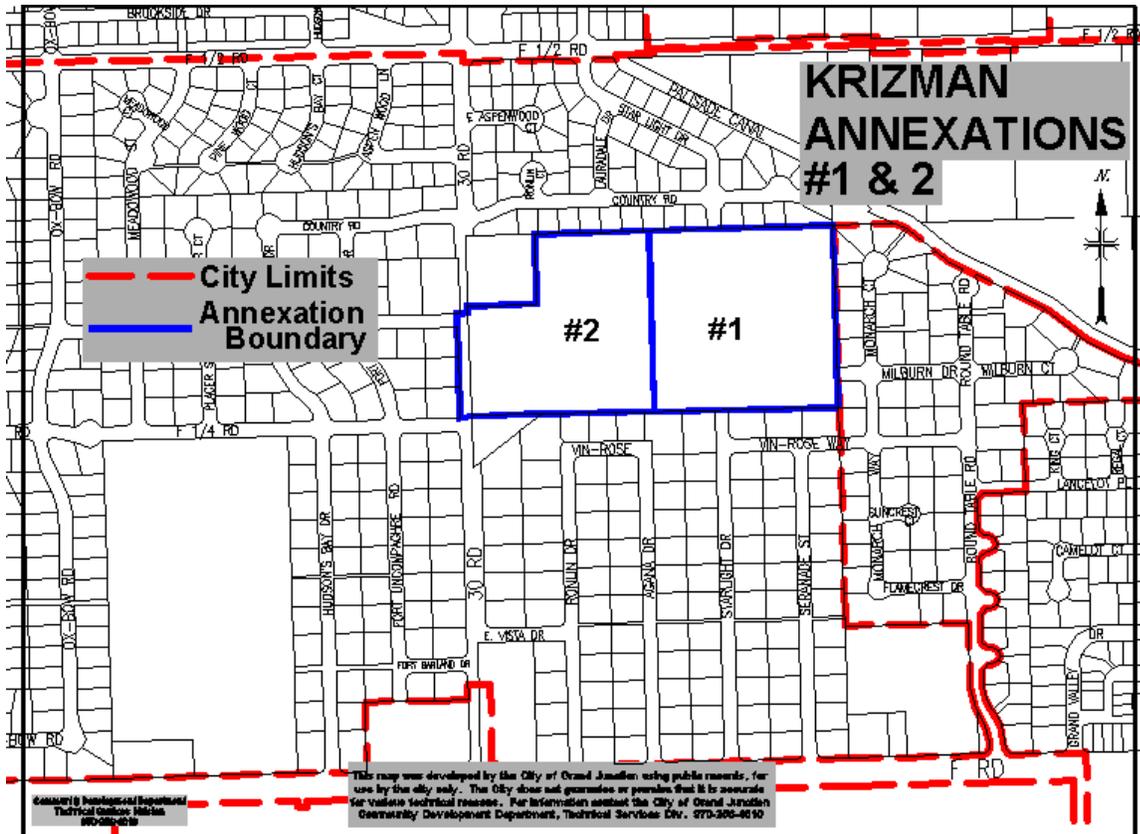
<b><u>KRIZMAN ANNEXATION SUMMARY</u></b>		
<b>File Number:</b>	<b>ANX-2002-192</b>	
<b>Location:</b>	<b>626 30 Road</b>	
<b>Tax ID Number:</b>	<b>2943-043-00-150</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>1</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>18.485 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>18.138 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>378' of the west 40' of 30 Road; See Map</b>	
<b>Previous County Zoning:</b>	<b>RSF-R</b>	
<b>Proposed City Zoning:</b>	<b>RSF-4</b>	
<b>Current Land Use:</b>	<b>Single Family Residential</b>	
<b>Future Land Use:</b>	<b>Single Family Residential</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 7,390</b>
	<b>Actual:</b>	<b>= \$ 62,960</b>
<b>Census Tract:</b>	<b>11</b>	

<b>Address Ranges:</b>		<b>626 to 640 30 Road; 3000 to 3025 for proposed E/W rights-of-way</b>
<b>Special Districts:</b>	<b>Water:</b>	<b>Clifton Water District</b>
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire District</b>
	<b>Drainage:</b>	<b>Grand Junction Drainage District</b>
	<b>School:</b>	<b>District 51</b>

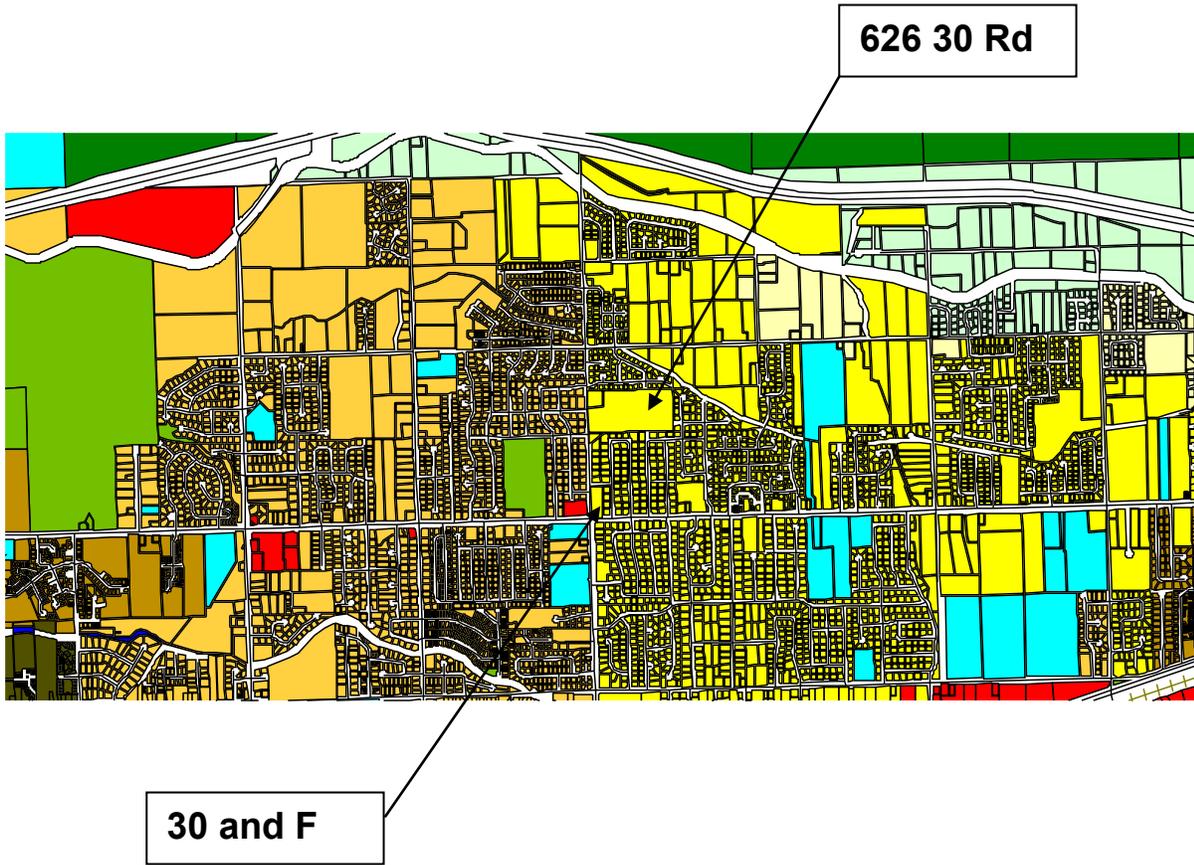
The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>November 6, 2002</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>November 12, 2002</b>	Planning Commission considers Zone of Annexation
<b>November 20, 2002</b>	First Reading on Zoning by City Council
<b>December 18, 2002</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>January 19, 2003</b>	Effective date of Annexation and Zoning

# ANNEXATION MAP



# FUTURE LAND USE MAP



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE KRIZMAN ANNEXATION TO  
RESIDENTIAL SINGLE FAMILY WITH A DENSITY NOT TO EXCEED  
FOUR UNITS PER ACRE (RSF-4)**

**LOCATED AT 626 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 RSF-4 zone district to this annexation.**

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

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

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

**The following property shall be zoned Residential Single Family with a density not to exceed one unit per acre (RSF-4) zone district**

Includes the following tax parcel: 2943-043-00-150

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
KRIZMAN ANNEXATION NO. 1**

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Beginning, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349, and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet; thence N 00°09'19" W a distance of 665.80 feet to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 660.54 feet to a point being the Northeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S

00°09'11" E along the East line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, said line being the West line of Mountain Vista Subdivision, as same is recorded in Plat Book 17, Pages 264 through 266, inclusive, Public Records of Mesa County, Colorado, a distance of 657.08 feet, more or less, to the Point of Beginning.

CONTAINING 9.615 Acres (433,9241.77 Square Feet), more or less, as described.

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
KRIZMAN ANNEXATION NO. 2**

A certain parcel of land lying in the South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4, and considering the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4 to bear N 89°58'25" W with all bearings mentioned herein being relative thereto; thence, from said Point of Commencement, N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Fourth Filing, as same is recorded in Plat Book 11, Page 349 and the North line of Village East Third Filing, as same is recorded in Plat Book 11, Page 191, all in the Public Records of Mesa County, Colorado, a distance of 660.52 feet to the POINT OF BEGIIING; thence, from said Point of Beginning, continue N 89°58'25" W along the South line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the North line of Village East Second Filing, as same is recorded in Plat Book 11, Page 95, Public Records of Mesa County, Colorado, a distance of 660.52 feet to a point being the Southwest corner of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 89°52'45" W, along the South line of the NE 1/4 SE 1/4 of said Section 5, a distance of 40.00 feet to a point being the Southwest corner of Lot 1, Block One, Little Trio Subdivision Second Addition, First Filing, as same is recorded in Plat Book 11, Page 278, Public Records of Mesa County, Colorado; thence N 00°09'29" W, along a line 40.00 feet West of and parallel to the East line of the NE 1/4 SE 1/4 of said Section 5, a distance of 377.92 feet to a point on the North right of way for F 3/10 Road; thence N 89°43'31" E, along said North right of way, a distance of 40.00 feet to a point on the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence N 00°09'29" W, along the West line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, a distance of 28.31 feet; thence S 89°59'53" E a distance of 250.00 feet; thence N 00°09'29" W a distance of 250.00 feet, more or less, to a point on the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4; thence S 89°59'53" E along the North line of the S 1/2 NW 1/4 SW 1/4 of said Section 4, being the South line of Lauradale Subdivision Filing No. Two, as same is recorded in Plat Book 12, Page 246, Public Records of Mesa County, Colorado, a distance of 410.55 feet; thence S 00°09'19" E a distance of 656.80 feet, more or less, to the Point of Beginning.

Containing 8.8697 Acres (386,362.76 Square Feet), more or less, as described.

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

Introduced on first reading this 20<sup>th</sup> day November, 2002.

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

Attest:

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

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

**Attach 29**  
**Zoning the ISRE**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA										
<b>Subject</b>		Zoning the ISRE Annexation No. 2 Located at 2980 D-1/2 Road								
<b>Meeting Date</b>		December 18, 2002								
<b>Date Prepared</b>		December 11, 2002				File: ANX-2002-176				
<b>Author</b>		Kristen Ashbeck			Senior Planner					
<b>Presenter Name</b>		Kristen Ashbeck			Senior Planner					
<b>Report results back to Council</b>		X	No		Yes	When				
<b>Citizen Presentation</b>		X	Yes		No	Name				
<b>Workshop</b>		X	<b>Formal Agenda</b>			<b>Consent</b>		X	<b>Individual Consideration</b>	

**Summary:** The ISRE Annexation No. 2 is a single parcel of land consisting of 5.7 acres located at 2980 D-1/2 Road. The petitioner is requesting a zone of Residential Multifamily, 8 units per acre (RMF-8), which will conform to the Future Land Use Map of the Growth Plan which was recently amended for this parcel. Planning Commission will hear this item at its December 17, 2002 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt ordinance zoning the ISRE Annexation No. 2.

**Attachments:**

5. Background Information/Staff Analysis
6. Annexation Map
7. Existing Zoning Map
8. Zoning Ordinance

**ISRE ANNEXATION No. 2 BACKGROUND INFORMATION**

<b>Location</b>		2980 D-1/2 Road
<b>Applicant</b>		ISRE, LLC
<b>Existing Land Use</b>		Large Lot - Vacant Residence
<b>Proposed Land Use</b>		Single or Multifamily Residential
<b>Surrounding Land Use</b>	<b>North</b>	Commercial/Industrial and Large Lot Single Family Residential
	<b>South</b>	Large Lot Single Family Residential
	<b>East</b>	Large Lot Single Family Residential
	<b>West</b>	Large Lot Single Family Residential
<b>Existing Zoning (Mesa County)</b>		RSF-R and I (Industrial)
<b>Proposed Zoning</b>		RMF-8
<b>Surrounding Zoning (Mesa Co)</b>	<b>North</b>	Industrial (I – Mesa County)
	<b>South</b>	RSF-R (Mesa County)
	<b>East</b>	RSF-4 (Proposed RMF-8)
	<b>West</b>	RSF-R and I (Mesa County)
<b>Growth Plan Designation</b>		Residential Medium Low – 2 to 4 units per acre (Proposed 4 to 8 units per acre)
<b>Zoning within density range?</b>	X	<b>Yes</b>
		<b>No</b>

**STAFF ANALYSIS**

This annexation area consists of a 5.7-acre parcel of land located at 2980 D-1/2 Road. The property owner has requested annexation into the City as the result of proposing a Growth Plan Amendment for the property that was approved by City Council at its November 20, 2002 meeting. Under the Persigo Agreement such type of development requires annexation and processing in the City.

State law requires the City to zone newly annexed areas within 90 days of the annexation. City Council adopted the annexation Ordinance for ISRE No. 2 at its November 6, 2002 meeting and the annexation is effective December 8, 2002. Under the 1998 Persigo Agreement, the City is to zone newly annexed areas either a district identical to current County zoning or a district that conforms to the City Growth Plan’s Future Land Use Map. This proposed zoning of RMF-8 is consistent with the Amended Future Land Use Map. The property to the east was recently rezoned to RMF-8 by the same owner. The ultimate goal is to create a single development plan for both parcels.

**RMF-8 ZONE DISTRICT**

- This property is currently zoned Residential Single Family Rural (RSF-R) and Industrial (I) in Mesa County, which does not conform to the amended Future Land Use Map.
- The proposed RMF-8 zone district conforms to the densities of the amended Growth Plan Future Land Use Map (as approved by Council 11/20/02) of 4 to 8 units per acre.
- Zoning this annexation with the RMF-8 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.

**Zoning and Development Code Criteria.**

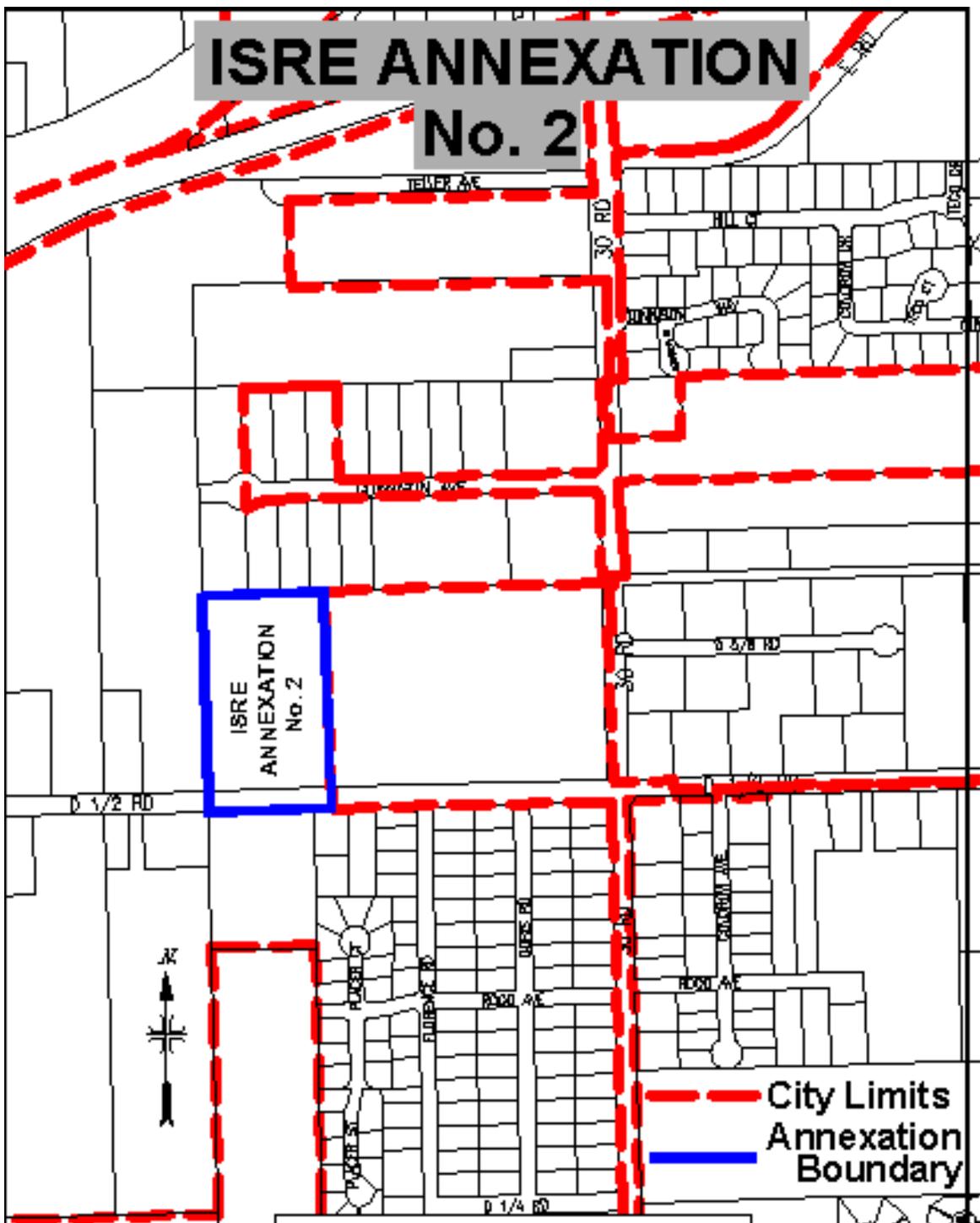
Section 2.14.F: “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.”

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

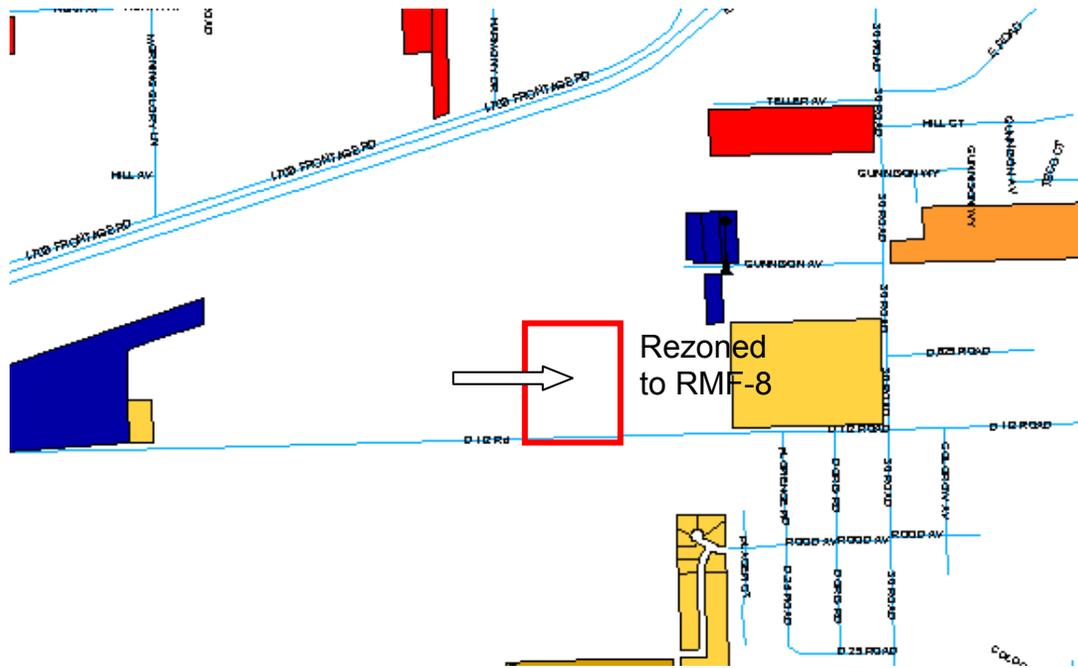
8. The existing zoning was in error at the time of adoption;
9. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.
10. The proposed rezone is compatible with the neighborhood 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;
11. 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;
12. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
13. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
14. The community or neighborhood will benefit from the proposed zone.

**PLANNING COMMISSION RECOMMENDATION:** Planning Commission will make a recommendation to Council on this item at its December 17, 2002 hearing.

# ISRE ANNEXATION No. 2



# EXISTING ZONING MAP



## CITY ZONING ZONING

- Gold = RSF-4 except as noted
- Dark Blue = I-2
- Red = C-2
- Orange = RMF-5

## SURROUNDING COUNTY

- West – RSF-R and I-2
- North – I-2
- South – RSF-R

**CITY OF GRAND JUNCTION, COLORADO**  
**ORDINANCE No. \_\_\_\_\_**

**An Ordinance Zoning the ISRE Annexation No. 2 Residential Multifamily  
with a Maximum Density of 8 units per acre (RMF-8)  
Located at 2980 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 applying an RMF-8 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 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 conforming to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING PROPERTY SHALL BE ZONED THE RESIDENTIAL MULTIFAMILY 8 UNITS PER ACRE (RMF-8) ZONE DISTRICT:

A certain parcel of land lying in the East half (E ½) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest Corner of the South Half of the Southeast Quarter of the Northeast Quarter (S 1/2 SE 1/4 NE 1/4) of said Section 17 and considering the South line of the S 1/2 SE 1/4 NE 1/4 of said Section 17 to bear N 89°59'59" W with all bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°05'59" W along the West line of the S 1/2 SE 1/4 NE 1/4 of said Section 17, a distance of 659.70 feet, more or less, to a point being the Northwest Corner of the S 1/2 SE 1/4 NE 1/4 of said Section 17, also being the Southwest Corner of the Plat of Banner Industrial Park, as same is recorded in Plat Book 11, Page 362, Public Records of Mesa County, Colorado; thence S 89°59'39" E along the South line of said Plat of Banner Industrial Park and being the North line of the S 1/2 SE 1/4 NE 1/4 of said Section 17, a distance of 396.12 feet, more or less, to a point on the East line of the West 6.0 Acres of the S 1/2 SE 1/4 NE 1/4 of said Section 17; thence S 00°05'59" E, along said East line, a distance of 689.66 feet, more or less, to a point on a line 30.00 feet South of and parallel to, the South line of the S 1/2 SE 1/4 NE 1/4 of said Section 17; thence N 89°59'59" W, along said parallel line, a distance of 396.16 feet, more or less, to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 17; thence N 00°00'59" W, along said West line, a distance of 30.00 feet, more or less, to the Point of Beginning.

INTRODUCED on first reading this 2<sup>nd</sup> day of December 2002.

PASSED and ADOPTED on second reading this 18<sup>th</sup> day of December, 2002.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 30**

**Revoke and Reissue the Revocable Permit for GVT Bus Benches**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Amending the Revocable Permits for GVT Bus Benches and Transit Shelters					
<b>Meeting Date</b>	December 18, 2002					
<b>Date Prepared</b>	December 13, 2002				<b>File #</b> RVP-2002-020 and MSP-2001-128	
<b>Author</b>	Lori V. Bowers		Senior Planner			
<b>Presenter Name</b>	Lori V. Bowers		Senior Planner			
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>	X	<b>Yes</b>		<b>No</b>	<b>Name</b>	Gary Young, Outdoor Promotions
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** This request is to amend the Revocable Permits for bus benches and shelters along the existing GVT routes. Outdoor Promotions requests approval for twenty (20) new bus benches and nine (9) new transit shelters. The request also includes replacing three (3) benches with shelters. In addition, the staff proposes to allow the Director to approve changes in location of benches and shelters and to allow the Director to approve existing locations in newly annexed areas.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt the Resolution revoking the existing Revocable Permits for bus benches and shelters. Adopt the Resolution for a new Revocable Permit for bus benches and shelters combined, and allow Staff to process certain future applications at the Staff level.

**Attachments:**

The new Revocable Permit will be provided at the Monday workshop.

**Background Information:** See attached Staff report

## BACKGROUND INFORMATION

### Locations:

Various sites along existing bus routes

**Background** - In June of 2002, the City Council passed a Resolution authorizing the issuance of a Revocable Permit to allow the Petitioner to install 72 bus benches in the City right-of-way along the adopted GVT bus routes. Seventeen (17) of these benches were not allowed to have advertising on them since they were adjacent to residentially zoned properties. That Resolution also revised the previously approved Revocable Permit for 28 bus shelters, four of which are not allowed to have advertising on them.

Further background of this process; in February of 2001, Outdoor Promotions signed a contract with Mesa County to provide services, equipment, personnel and management for safe, clean, attractive bus passenger shelters and benches. The City of Grand Junction amended the Sign Code in 1999 to allow for advertising on City approved transit shelters. Benches were not mentioned. In October 2001, the Code was further amended to allow for advertising on bus benches and regulate their placement and installation. Benches are allowed only on a principal or minor arterial street, major collectors and designated Dial-A-Ride stops. Benches with advertising will only be allowed in these locations provided the adjacent property is not zoned for residential use. Benches (and shelters) are also not allowed within the Main Street Shopping Park bounded by 2<sup>nd</sup> Street and 7<sup>th</sup> Street or within the North 7<sup>th</sup> Street Residential Historic District.

This request was to amend the existing Revocable Permits. During the Staff Analysis portion of the review, it was determined that the existing Revocable Permits should be revoked and a new combined Permit be issued. The new Revocable Permit will be conditioned just as the originals, including meeting all Code requirements and the advertising ratio as established by the Council. Still in affect is that the City must be listed as an added insured on the Liability Policy and if and when it is determined that a bench is in a sight distance triangle or poses to be detrimental to traffic, it must be removed or relocated. Normally, only one bench may be allowed by the City Engineer at each designated transit stop, however, a second bench may be permitted if it is demonstrated that a need exists based on rider-ship data.

It was also agreed upon that the “break-away” anchor design be waived with that application due to the construction of the benches to be used in Grand Junction. All other installation requirements do apply to this request for the amended/new Revocable Permit per Section 4.3.S.19.

### **Staff Analysis:**

The request to amend, revoke and re-issue the Revocable Permits must be reviewed for the same conformance with the criteria established by Section 2.17 of the Zoning and Development Code, as was previously done. Staff does not feel that that criterion has been compromised and is still in conformance with the Code. The following is the review and approval criteria from the original submittal:

1. There will be benefits derived by the community or area by granting the proposed revocable permit. *The community will benefit by providing benches for GVT patrons. The benches further define the bus stop location.*
2. There is a community need for the private development use proposed for the City Property. *The community will benefit from the benches by providing funding for GVT from revenues generated by the advertising on the benches. By privatizing this project, Outdoor Promotions relieves the City of installation and maintenance costs.*
3. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property. *The City proposes no other use at this time.*
4. The proposed use shall be compatible with adjacent land uses. *The proposed use is compatible with the growing GVT system as it is designed to get the riders as close as it can to numerous essential destinations. Benches with advertising are deemed to be compatible with adjacent non-residential uses.*
5. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas. *The installation of the bus benches better defines the bus stops. City and County Traffic Engineers have reviewed many of these stops with GVT and Outdoor Promotions. The character of the bus benches will provide a more urban look to the City. No benches are proposed in sensitive areas or natural hazard areas. The benches are not allowed to affect pedestrian walkways.*
6. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies. *The proposed use does conform to the above referenced plans and policies.*
7. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two and SSID Manual. *The application is in progress with the above referenced codes and manuals and will meet the requirements prior to the issuance of the Revocable Permit.*

The request for twenty (20) additional bus benches and nine (9) new shelter locations has been confirmed that they are on existing GVT routes. Four (4) of these new benches will not be allowed to have advertising on them due to the adjacent zoning of the property. Of the twelve (12) new shelter locations

proposed, four (4) of those are not allowed to have advertising. Three of these proposed shelter sites were previously approved bench sites.

In the Agreement executed between the City and Outdoor Promotions, a ratio was agreed upon as to the number of benches or shelters placed adjacent to residentially zoned properties that would not be allowed to have advertising, as to the number that could be placed within the City right-of-way, adjacent to commercial or other zoning districts that could have advertising. The ratio for benches is 5-1 and for shelters is 6-1.

That ratio is being maintained with this proposal:

<u>Total existing Shelters</u>	<u>(with advertising)</u>	<u>(without advertising)</u>
28	24	4
<i>proposed</i>		
12	8	4
<b>Totals</b>	<b>32</b>	<b>8</b>

<u>Total existing Benches</u>	<u>(with advertising)</u>	<u>(without advertising)</u>
72	55	17
benches to be re- moved		
( 6 )	( 5 )	( 1 )
66	50	16
<i>proposed</i>		
20	14	6
<b>Totals</b>	<b>64</b>	<b>22</b>

It should also be noted that two of the shelter locations in the request were requirements of new development. One placed at the new Safeway store on Horizon Drive, and the other at the entrance to Grand Mesa Center on 24 ¾ Road. Outdoor Promotions asserts that all of the previously approved bench and shelter sites are installed, and in compliance with the ADA. City inspector Walt Hoyt, has overseen much of this process and has completed inspections on all of the approved sites.

A growing concern is the process in which we approve these changes and new additions. At present we must bring each addition and revision to the City Council for approval. Another concern is the method by which we designate the location of the benches or shelters. The Revocable Permit process was the only process that was in place to look at these amenities to mass-transit. Revocable Permits are usually placed on the Consent Calendar. A staff report is required

with each change and request. We currently require a GPS coordinate in place of the required survey that typically accompanies a Revocable Permit. Revocable Permits are always recorded; this is to attach them to the adjacent property owner as it is usually the owner of that property that is using the right-of-way for their purposes. In the case of benches and shelters we did not do so as it would require over 100 separate recordings. It is not clear as to the exact locations of some of the benches and shelters. More extensive detail would serve us better than using GPS coordinates that can only be researched with AutoCAD (most of the City uses Arc View).

To address those concerns, the proposed resolution and new revocable permit includes the following:

1. A more descriptive location for each bench or shelter location. (i.e., south east corner of Walnut and 12<sup>th</sup> Street).
2. Adjacent zoning, provided by the applicant and verified by the Community Development Department.
3. A proposal to allow the Director to approve changes in location of benches and shelters and to allow the Director to approve existing locations in newly annexed areas, provided all changes and additions meet City standards.

Other Issues:

1. Outdoor Promotions has requested that, the Director have the authority to approve all new bench and shelter locations.
2. Section 4.3.S.16 of the Zoning and Development Code states: “the permittee shall not place a bench or shelter with a sign or advertising on or incorporated into it except on a principal arterial; minor arterial, major collector or designated Dial-A-Ride stop; provided the adjacent property is not zoned for residential use”. The original list of benches approved with the revocable permit included 6 benches on park or school sites that are zoned CSR (Community, Services and Recreation), but are surrounded by residential zoning. Those sites are Melrose Park, Columbine Park, Orchard Mesa Middle School, New Emerson, Grand Junction High School and Pomona. Advertising was allowed on those benches because the adjacent properties are not “zoned for residential use”. Staff is looking for direction from the City Council on how to categorize those sites and future sites with CSR zoning surrounded by residential zoning and uses.

**Staff Findings:**

The City Charter gives Council authority to allow private use of public property provided such use is substantiated by resolution. This Revocable Permit gives the applicant a license to use the public property for a public benefit, through privatization. The City may revoke the permit and require the applicant to restore

the property to its original condition by giving 30 days written notice. The project shall meet the criteria for a Revocable Permit as set forth in Section 127 of the City Charter, the SSID Manual and Section 2.17 of the Zoning and Development Code prior to the issuance of a new or amended bench or shelter site. Unless the City Engineer approves placement on private property, all benches and shelters shall be placed within the public right-of-way. A bench or shelter placed outside of the right-of-way also requires written consent from the property owner. Bench and shelter placement and installation shall be in accordance with Section 4.3.S.19.

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution revoking the existing Revocable Permits for bus benches and bus shelters and approval of the Resolution granting a new combined Revocable Permit for benches and shelters and granting the Director authority to review and approve amendments to the Revocable Permit to change locations of benches and shelters and approve existing benches and shelters in newly annexed areas. Staff finds that the Resolutions and Revocable Permit complies with the criteria set forth in Section 2.17 of the Zoning and Development Code, Section 127 of the City Charter and the SSID Manual and to be consistent with Section 4.2 of the Zoning and Development Code. Location and installation requirements shall be met, except with the variance to using a “break-away” anchor design for the installation of the benches.

**ATTACHMENTS:**

Resolution revoking the existing Revocable Permit  
Resolution approving the proposed Revocable Permit  
Revocable Permit

**RESOLUTION NO. 131-02**

**A RESOLUTION REVOKING A REVOCABLE PERMIT GRANTED TO  
OUTDOOR PROMOTIONS**

**Recitals.**

Pursuant to City Resolution No. 64-02, passed and adopted on June 26, 2002, the City granted two Revocable Permits: One, a Revocable Permit to Outdoor Promotions for the purpose of installing transit benches; and two, a Revocable Permit to Outdoor Promotions for the purpose of installing transit shelters in public right-of-way.

The City reserved the right to revoke the Revocable Permit at any time and for any reason.

The City requires the use of the public right-of-way as described in the Revocable Permit for the installation of public roadway improvements and utilities.

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

That certain Revocable Permits granted to Outdoor Promotions by City Resolution No. 64-02, and all privileges issued or conveyed therein, be and the same are hereby revoked.

PASSED and ADOPTED this 18<sup>th</sup> day of December, 2002.

Attest:

/s/ Cindy Enos-Martinez  
President of the Council

/s/ Stephanie Tuin  
City Clerk

**RESOLUTION NO. 132-02**

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
OUTDOOR PROMOTIONS, INC.**

**Recitals.**

1. Outdoor Promotions, Inc., a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is a legally created entity authorized to conduct business in the State of Colorado. Petitioner represents that it has entered into agreements with the City and the County of Mesa, respectively, which authorizes the Petitioner to provide transit shelters and transit benches at various transit stops in the City's limits and in Mesa County.

2. The Petitioner has requested that the City Council issue a Revocable Permit to allow the Petitioner to install transit shelters, with advertising where allowed, in the public right-of-way at 40 locations in the City limits and second, to allow for 89 benches, with advertising where allowed, in the public right-of-way. The Petitioner warrants and represents that the transit shelters and benches the Petitioner proposes to install at the locations described below, the locations of which were provided by the Petitioner and described by the Petitioner shall be situated entirely within the limits of the City's public right-of-way:

3. Based on representations made by the Petitioner, and the fact that Mesa County has entered into an agreement with the Petitioner, the City Council has determined that the request would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the stated purposes, within the City's public right-of-way in the specific locations shown, subject to each and every term and condition contained herein and in the attached Revocable Permit.
2. The City's existing prohibitions against advertising and signs in residential areas shall apply to each transit shelter and transit bench located adjacent to a residentially zoned area of the City ("residential shelter" and "residential bench").
3. Permittee shall not use or construct any transit shelter in the City's limits unless it also uses and maintains the ratio of six to one residential shelters (6 to 1) without any signs or advertising on them or within or a part of the residential shelters.

4. Permittee shall not use or construct any transit bench in the City's limits unless it also uses and maintains the ratio of five to one residential benches (5 to 1) without any signs or advertising on them or within or a part of the residential benches.
5. The Permittee shall provide a more descriptive street placement of the location of each proposed transit bench or transit shelter, along with the zoning of the adjacent property. The Community Development Department shall then verify the adjacent zoning and locations.
6. The Community Development Director shall be authorized to approve changes in location of transit benches and transit shelters and to allow changes from a transit bench to a transit shelter. The Director shall also be allowed to approve the existing locations in newly annexed areas, provided the Permittee brings each transit bench and/or transit shelter into compliance with the City's standards within 30 days of the effective date of the annexation.

PASSED and ADOPTED this 18th day of December, 2002

Attest:

Martinez

/s/ Cindy Enos-

President of the City Council

/s/ Stephanie Tuin

City Clerk

To Outdoor Promotions, Inc.  
For Transit Benches and Transit Shelters  
**Recitals.**

1. Outdoor Promotions, Inc., a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is a legally created entity authorized to conduct business in the City and the State of Colorado. Petitioner represents that it has entered into an agreement with the County of Mesa, Colorado pursuant to which the Petitioner will provide Transit benches and Transit shelters at various transit stops in Mesa County.

2. The Petitioner has requested that the City Council issue a Revocable Permit to allow the Petitioner to install 89 Transit benches in the public right-of-way in the City limits, twenty (20) of which shall have no advertising. The Petitioner has also requested that the City Council allow the Petitioner to install forty (40) Transit shelters, four (4) of which shall have no advertising. The Petitioner warrants and represents that the Transit benches and shelters shall be located only at the locations described, which locations were provided by the Petitioner and described by the Petitioner, and shall be situated entirely within the limits of public right-of-way. **Exhibit A**, attached, is the record of locations, zoning, adjacent property address if available and if advertising is allowed or not.

3. Based on representations made by the Petitioner, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes described and within the limits of the public right-of-way described; provided, however, that Petitioner warrants and promises to abide by the following conditions and terms:

1. The Petitioner warrants and represents that the Transit benches and Transit shelters are to be installed or maintained by the Petitioner at the above stated locations:
  - (a) will be situated entirely within the limits of public right-of-way except as otherwise approved by the Director of Public Works and Utilities in writing upon his receipt of evidence that each affected landowner has consented in writing;
  - (b) will not encroach over or across, or be located above, any buried utility or if so, is done at the risk of Petitioners; and
  - (c) No transit bench or transit shelter in the City shall be lawful or authorized unless each transit bench or transit shelter adjacent to a residentially

zoned area has no advertising or signs, consistent with the City's Zoning and Development Code.

2. The Petitioner shall at all times maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City, its officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons arising from the facilities of the Petitioner authorized pursuant to this Permit. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000), combined single limit. A current certificate of insurance shall at all times while this Permit is effective be on deposit with the City's Risk Manager. Such certificate shall designate "the City of Grand Junction, its officers, employees and agents" as additional insureds.
3. The installation, operation, maintenance, repair and replacement of transit benches and transit shelters by the Petitioner within the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations to persons and/or property, and to avoid damaging public or private property and assets, including roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.
4. Petitioner's use hereunder is subject to the City's, and its assignees and designees, right and privilege to use all or any portion of a City right of way for any purpose whatsoever. As provided in the City's charter, Petitioner acknowledges the risk that the City may, without reason being stated, revoke this Permit at any time and in such event Petitioner shall remove all such transit benches and/or transit shelters appurtenances and shall restore the right of way, or private property as the case may be, to the original or better condition prior to Petitioner's use and installation of such transit bench(s) and or shelter(s). The City Council may revoke particular locations and/or uses under this Permit without revoking the entire permit.
5. The Petitioner, for itself, its officers, share holders, successors and assigns, agrees and covenants that by acceptance of this Permit it releases and waives and covenants that it shall not hold, nor attempt to hold, the City of Grand Junction (and the City's officers, employees and agents, collectively herein "City"), liable for damages caused to the facilities, personnel, assets, and property to be installed by the Petitioner within the limits of said public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements or City authorized public service providers including utilities.
6. The Petitioner agrees that it shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

7. This Revocable Permit shall not be effective except upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the described public right-of-way available for use by the City or the general public.
8. The provisions concerning release, waiver, holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit .

9. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of facilities authorized pursuant to this Permit. The schedule and standards provided for in the City Council's hearing and/or in the approving resolution, which ever is the most strict and beneficial to the City and its citizens, shall govern.

10. The Petitioner shall not assign this Permit or any right or privilege connected therewith, or allow any other person to install any other facility within the described right-of-way or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. Any consent by the City shall not be a consent to a subsequent assignment or occupation by any other party. Any unauthorized assignment or permission to occupy by the Petitioner shall be void and shall, at the option of the City, provide reasonable cause for the City to revoke this Permit. This Permit shall not be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11. By signing this Permit, Gary Young affirmatively represents that he has authority to bind Outdoor Promotions, Inc., to the terms and conditions of this Permit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

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

\_\_\_\_\_  
City Manager

Attest: Outdoor Promotions, Inc.

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Secretary of Outdoor Promotions

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Gary D. Young, President

"EXHIBIT A"			
Bench #	Advertising Allowed	Adjacent Zoning	General Location
1025	Yes	C-1	W side of 25 Rd @ 613 25 Rd
1084	Yes	CSR	North Ave E/O 18th St @ Veterans Hospital
1033	Yes	C-1	S side of North Ave @ 1000 N 9th St
1032	Yes	C-1	N side of North Ave @ 810 North Ave
1034	No	RMF-5	E side of N 12th St @ 1204 Ouray Ave
1035	Yes	R-O	N side of Grand Ave @ 950 Grand Ave
1037	Yes	CSR	NE cor of White Ave & N 7th St
1036	Yes	B-2	W side of N 7th St @ 235 N 7th St
1030	Yes	PD	NW cor of N 1st St & Kennedy Ave @ 1401 N 1st St
1031	No	RMF-24	W side of N 1st St @ 125 Franklin Ave
1039	Yes	B-2	SE cor of Main St & S 2nd St
1038	Yes	B-2	N side of Main St @ 202 Main St
1048	No	RMF-8	SE cor of Unaweep Ave & 27 1/2 Rd @ 2751 Unaweep Ave
1047	No	CSR	(OMMS) NW cor of Unaweep Ave & 27 3/8 Rd @ 2736 C Rd
1046	No	RMF-8	SE side of Unaweep Ave & Pinon St @ 2711 Unaweep Ave
1045	No	RMF-8	NW cor of Unaweep Ave & Kathy Lynn St @ 1795 Kathy Lynn
1044	Yes	CSR	NW cor of Unaweep Ave & Roubideau St @ 2660 Unaweep Ave
1043	No	RMF-8	NW cor of Unaweep Ave & Aspen St @ 1757 Aspen St
1041	Yes	C-1	NE cor of Hwy 50 & Santa Clara @ 1674 Hwy 50
1042	Yes	C-1	NW cor of Hwy 50 & Santa Clara @ 1673 Hwy 50
1013	Yes	C-1	W side of N 23rd St across from Bunting Ave @ 1225 N 23rd St
1012	Yes	CSR	W side of N 23rd St, S of North Ave @ Veteran's Hospital
1011	No	RMF-24	SE cor of N 24th St & Teller Ave
1064	Yes	C-1	NW cor of North Ave & N 18th St
1065	Yes	C-1	NE cor of North Ave & N 16th St
1066	Yes	C-1	N side of North Ave @ 1420 North Ave
1067	Yes	C-1	NW cor of N 12th St & Glenwood Ave
1000	Yes	R-O	SE cor of Colorado Ave & S 9th St
1002	No	CSR	SE cor of N 5th St & Hall Ave @ GJ High School
1003	No	CSR	E side of N 5th St @ GJ High School across from Elm Ave
1004	Yes	C-2	SW cor of N 5th St & Glenwood Ave
1005	Yes	C-2	NW cor of North Ave & N 5th St
1006	Yes	C-2	N side of North Ave @ 240 North Ave
1001	No	RMF-8	E side of N 5th St @ 718 N 5th St
1010	Yes	C-2	W side of 25 1/2 Rd @ 535 25 1/2 Rd
1007	Yes	B-1	W side of N 4th St @ 360 Grand Ave
1009	Yes	B-2	SE cor of Main St & S 5th St
1008	Yes	B-2	E side of 5th St @ 230 S 5th St
1061	No	RMF-8	N side of Unaweep Ave @ 2698 1/2 Unaweep Ave
1015	Yes	I-O	W side of Horizon Dr across from 776 Horizon Dr
1014	Yes	C-1	E side of Horizon Dr @ 776 Horizon Dr



				"EXHIBIT A"	
Shelter #	Advertising Allowed	Adjacent Zoning	General Location		
5032	Yes	C-1	E side of Horizon Dr @ 750 1/2 Horizon Dr		
5031	Yes	C-1	W side of Horizon Dr @ 755 Horizon Dr		
5029	Yes	C-1	W side of Horizon Dr @ 739 Horizon Dr		
5033	Yes	C-1	E side of Horizon Dr @ 728 Horizon Dr		
5028	Yes	C-1	W side of Horizon Dr @ 711 Horizon Dr		
5036	Yes	PD	SE cor of Patterson Rd & 29 Rd		
5013	No	PD	SW cor of Patterson Rd & 28 1/4 Rd		
5019	Yes	C-1	SE cor of North Ave & 28 3/4 Rd		
5018	Yes	C-1	NW cor of North Ave & 28 3/4 Rd		
5020	Yes	C-1	N side of North Ave @ 2830 North Ave		
5021	Yes	C-1	SE cor North Ave & 28 1/4 Rd		
5022	Yes	C-1	S side of North Ave @ 2815 North Ave		
5038	Yes	C-1	NE cor Horizon Dr & G Rd		
5037	No	RMF-5	N side of Patterson Rd @ 2039 Sandlewood Ct		
5010	No	RMF-16	SE cor of Patterson Rd & 15th St		
5011	Yes	R-O	NW cor of Patterson Rd & 15th St		
5023	Yes	C-1	NW cor of North Ave & 28 Rd		
5024	Yes	C-1	SW cor of North Ave & 25th St		
5003	Yes	CSR	NW cor of North Ave & 12th St		
5002	Yes	C-1	E side of 12th St @ Lincoln Park		
5001	Yes	RMF-24	NW cor of Teller Ave & 12th St		
5035	Yes	C-1	SE cor of North Ave & 8th St		
5039	Yes	CSR	E side of 7th St @ 310 N 7th St		
5006	No	RMF-5	NE cor of N 1st St & S Sherwood Dr		
5027	Yes	C-2	NW cor of North Ave & 5th St		
5025	Yes	C-1	SE cor of North Ave & 5th St		
5043	Yes	C-1	N side of Horizon @ Village Inn 757 Horizon Dr		
5044	Yes	PD-Com	SW cor of Walnut Ave & 12th St @ 2021 N 12th St		
5045	Yes	C-1	W side of Horizon Dr @ 757 Horizon Dr		
5046	No	RMF-5	NW cor of Patterson Rd & Beechwood St		
2000	Yes	B-1	SE cor of 5th St & Ouray Ave @ 530 Grand Ave		
2004	Yes	PD-Com	N side of Patterson Rd @ 1100 Patterson Rd		
2008	No	PD-Res	S side of Hwy 50 @ 661 S Hwy 50		
2003	Yes	C-1	E side of 24 1/2 Rd @ 590 24 1/2 Rd		
2006	Yes	PD-Com	NW cor of F Rd & 30 Rd @ Rite-Aid		
2007	No	PD-Res	NW cor of 29 & F Rd		
5053	Yes	C-1	NE cor of Horizon Dr & 12th St @ Safeway		
5054	Yes	C-1	North side of Hwy 6&50 @ 2464 Hwy 6&50		
5055	No	RSF-4	S side of Horizon Dr near Budlong St		

**AGREEMENT**

Outdoor Promotions, Inc., a Colorado corporation, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permits; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at its sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Outdoor Promotions, Inc.

\_\_\_\_\_  
Gary D. Young, President

\_\_\_\_\_  
Secretary of Outdoor Promotions

State of Colorado )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Gary D. Young as President of Outdoor Promotions, Inc., a Colorado corporation.

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

Notary Public

**Attach 31**  
**See front of binder**





